

The City of Hanford
CALIFORNIA



City Council Meeting Agenda

December 21, 2021
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

Council Members will meet in-person in the Council Chambers. The meeting will also be lived streamed on the City's website: <http://livestream.hanford.city/>

5:00 PM CALL TO ORDER STUDY SESSION AND CLOSED SESSION:

ROLL CALL BY THE CITY CLERK :

PUBLIC COMMENT:

*Comments from the public are limited to items on the agenda (GC 54954.3a). A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

STUDY SESSION:

General Overview of the Police Department and Communications Division

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

CONFERENCE WITH LEGAL COUNSEL-REAL PROPERTY NEGOTIATIONS (GC 54956.8):

Property: 426 W. Lacey Blvd.

Agency Negotiators: Mario Cifuentez and Ty Mizote

Negotiating Agency: Robert Hughes, Humanity of Tulare/Kings County and Jose Chavarria, Medallion Supply Inc.

Property: APN 012-086-004

Agency Negotiators: Mario Cifuentez and Ty Mizote

Negotiation Party: Anand Investments, LLC

Property: 113 Court Street
APN: 010-265-001
Agency Negotiators: Mario Cifuentez and Ty Mizote
Negotiation Party: Jerry Irons and Greg Enloe

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Pastor Thomas King

FLAG SALUTE:

CLOSED SESSION ACTION REPORT :

STAFF COMMUNICATIONS:

COUNCIL REPORTS/COMMENTS:

PUBLIC COMMENT:

*This is the time for citizens to comment on subject matters not on the agenda and that are within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed. A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

**REORGANIZATION OF THE CITY COUNCIL –
SELECTION OF THE MAYOR AND VICE MAYOR :**

Reorganization of the City Council - Annual Selection of the Mayor and Vice Mayor

RECESS:

CONSENT CALENDAR:

Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

- A. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.
- B. City Attorney: Consent to Assignment of Subdivision Agreement, between the City of Hanford and Rhetorical Flourish, LLC, for Tract No. 902
- C. IT: Approval of the Annual Purchase of Microsoft Software Licensing in the amount of \$52,709.99.

- D. Public Works: Approval of a payment to King's Petroleum, for the purchase of unleaded fuel for Fleet Operations, in the amount is \$31,338.95.
- E. Public Works: Authorization to Advertise for Bids for FY 21/22 Mussel Slough: Laura Lane Pump Installation Project and Pre-Authorize the City Manager to award and execute the contract on behalf of the City to the lowest responsible bidder providing project bid is within current budget appropriation.
- F. Finance: Review and Approve the City of Hanford's Fiscal Year 2020/2021 Annual Report of Development Impact Fees (AB 1600 Mitigation Fee Act).
- G. Finance: Introduction of Ordinance No. 21-15, amending Chapters 2.48 of the City of Hanford Municipal Code to update the rules governing the purchase of goods and services for the City of Hanford.

GENERAL BUSINESS:

- A. Administration: Authorization to enter into a contract with Integrated Avian Solutions to provide Falconer services, to continue to move the Crow Population in Downtown Hanford, for an amount not to exceed \$55,600 for Calendar Year 2022.
- B. Fire: Adoption of resolution No. 21-56-R, authorizing the City Manager to execute the application for the Emergency Vehicle Replacement grant program offered by the San Joaquin Valley Air Pollution Control District (SJVAPCD).

COUNCIL FUTURE AGENDA ITEMS:

Council Future Agenda Items

Upcoming Events and Important Dates:

December 23: Fire Department Badge Pinning Celebration - Fire Station 1 at 1:30 p.m.
December 24: Holiday - City offices closed
December 31: Holiday - City offices closed
January 17: Holiday – City offices closed
January 18: City Council Meeting

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available to public inspection in the City Clerk's Office located at 319 N. Douty Street, Hanford, California 93230, during normal business hours. Such agendas are also available at the city's website, www.cityofhanfordca.com subject to staff's ability to post the agenda before the meeting.

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's office, 559-585-2515, 319 N. Douty Street, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II}



AGENDA STAFF REPORT

MEETING DATE: 12/21/2021	AGENDA SECTION:
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SUBJECT:

Reorganization of the City Council - Annual Selection of the Mayor and Vice Mayor

RECOMMENDATION:

That the City Council conduct the annual reorganization process and appoint a new Mayor and Vice Mayor to serve a one (1) year term in those positions.

FISCAL IMPACT:**ATTACHMENTS:**



AGENDA STAFF REPORT

MEETING DATE: 12/21/2021	AGENDA SECTION: B
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SUBJECT:

City Attorney: Consent to Assignment of Subdivision Agreement, between the City of Hanford and Rhetorical Flourish, LLC, for Tract No. 902

RECOMMENDATION:

It is recommended that the City Council, by motion, approve the Consent to Assignment of Subdivision Agreement for Tract No. 902.

Recommended motion: I move to approve the Consent to Assignment of Subdivision Agreement for Tract No. 902 and authorize the City Manager to sign the Consent.

BACKGROUND:

The City and Rhetorical Flourish, L.L.C. (Rhetorical) entered into a Subdivision Agreement for Rhetorical's construction of public improvements associated with Tract No. 902. A copy of the Subdivision Agreement is attached. The required improvements have not been constructed.

Rhetorical sold the land comprising Tract No. 902 to Granville Homes, Inc. (Granville). As part of the sale, Rhetorical assigned its rights and obligations under the Subdivision Agreement to Granville. A copy of the General Assignment signed by Rhetorical and Granville is attached.

Section 13 of the Subdivision Agreement states that Rhetorical may not assign the Subdivision Agreement without the City's written consent. In response to this provision, Granville prepared the attached Consent to Assignment of Subdivision Agreement (Consent).

The Consent indicates that Granville is in the process of selling the land within Tract No. 902 to Century Communities of California, LLC (Century). By approving the Consent, the Council will approve: (i) Rhetorical's assignment of the Subdivision Agreement to Granville; and (ii) Granville's assignment of the Subdivision Agreement to Century (if Century purchases Tract No.

902 from Granville). If Granville does not sell Tract No. 902 to Century, Granville will remain responsible for constructing the necessary improvements under the Subdivision Agreement.

ATTACHMENTS:

Tract No. 902 Subdivision Agreement, General Assignment, and Consent to Assignment of Subdivision Agreement.

FISCAL IMPACT:

ATTACHMENTS:

Tract 902 Subdivision Agreement

General Assignment 04.15.21 (fully executed)

Consent to Assignment of Subdivision Agreement v2 (signed by Granville and Century)

**CITY OF HANFORD
SUBDIVISION AGREEMENT**

TRACT No. 902

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this 27 day of May, 2014, by and between Rhetorical Flourish L.L.C., a California Limited Liability Company ("SUBDIVIDER"), and the City of Hanford, a Municipal Corporation ("CITY").

RECITALS

A. The SUBDIVIDER has presented to the CITY and the CITY has approved a tentative tract map ("Tentative Map") of the proposed Subdivision of certain real property located within the city limits of the CITY, hereby designated Exhibit "A" of this Agreement and made a part hereof by reference, and identified as Live Oak North Subdivision, Tract No. 902. The real property is to be developed pursuant to subdivision improvement plans ("Subdivision Plans"), on file with the City Engineer, hereby designated as Exhibit "B" of this agreement and made a part hereof by reference as though fully incorporated herein.

B. Public improvements are required to be made by SUBDIVIDER in accordance with the conditions of approval of the approved Tentative Map, for which a final map has not yet been recorded.

C. Chapter 16.24 of the Hanford Municipal Code requires the SUBDIVIDER to enter into an agreement with the CITY to perform and complete the work and matters as hereinafter described in this Agreement, in conformance with Sections 16.24.010 through 16.24.120, inclusive of the Hanford Municipal Code, which Sections by reference are incorporated into this Agreement and made a part hereof.

NOW THEREFORE, it is hereby agreed as follows:

1. Improvements.

SUBDIVIDER shall complete all required public improvements in the Subdivision as identified in Exhibit "B" of this Agreement (collectively "Improvements") and in accordance with all of the requirements and standards as set forth in the approval or conditional approval of the Tentative Map of the Subdivision, the Hanford Municipal Code, all applicable laws,

Attachment: Tract 902 Subdivision Agreement (City Att: Consent to Assignment of Subdivision Agreement for Tract No. 902)

codes and regulations and the terms and conditions of this Agreement. In accordance with Section 16.24.110 of the Hanford Municipal Code, all of the Improvements shall be completed no later than two years from the date of this Agreement by the City of Hanford. A request to extend the time for completion of the Improvements must be in written form and received by the CITY not less than thirty (30) days prior to expiration of this Agreement and shall include facts in support of its request for such extension of time. Only the City Council shall have the authority to extend such time period. The extension period shall not exceed twelve (12) months.

Within thirty (30) days after the SUBDIVIDER notifies the City Engineer that the required work has been completed, the City Engineer shall inspect such work, and if such work has been performed in the required manner and in accordance with this Agreement, the Hanford Municipal Code and all other applicable laws, codes and regulations, the City Engineer shall advise the City Council that the public improvements are ready for acceptance by the CITY.

2. Inspection.

The CITY shall inspect all work in accordance with Section 16.24.100 of the Hanford Municipal Code including the SUBDIVIDER'S conformance with the CITY Standard Specifications and any and all conditions, standards or requirements identified at the preconstruction conference held prior to commencing construction.

CITY shall schedule a preliminary final inspection and a deficiency list shall be compiled and submitted to the SUBDIVIDER for correction. Upon completion of all corrections or additional work as outlined by the deficiency list, the SUBDIVIDER shall certify in writing that all corrections have been completed and request a final inspection. Upon finding that all items have been corrected and receipt of as-built improvement plans, the Subdivision shall be placed on the City Council agenda for acceptance.

The completion of corrections indicated by the deficiency list shall not relieve the SUBDIVIDER from the responsibility of correcting any deficiency not shown on the list that may be subsequently discovered. Should the CITY require payment of additional engineering and inspection fees and costs for improvements constructed after the stated date of completion, the SUBDIVIDER must pay said additional fees and costs prior to acceptance by the City Council of the improvements.

3. Costs and Fees.

The SUBDIVIDER shall be responsible for the work, including, without limitation, the costs identified in the Improvement Cost Estimate attached hereto and made a part hereof and identified as Exhibit "C" to this Agreement. SUBDIVIDER agrees to the amount thereof and agrees to pay, when due, all amounts identified therein, including without limitation, all CITY engineering and inspection fees.

4. Security.

SUBDIVIDER agrees to furnish security, which complies with Section 66499 et. seq. of the California Government Code, in such amounts as are fixed by the CITY, to guarantee the faithful performance of this Agreement, including without limitation, the construction of the improvements and to guarantee payment to contractors, subcontractors, laborers, material men and other persons employed in the performance of the work under this Agreement. In the sole discretion of the CITY and with the written authorization of the CITY, the sureties provided by the SUBDIVIDER may be released in whole or in part in the following manner:

(a) Faithful performance sureties, not in excess of ninety percent (90%) of the estimated costs of the individual items of public improvements, may be released or the required surety amounts may be reduced as work is satisfactorily completed and tentatively accepted by the CITY.

(b) Forty-five (45) days after recordation of the Notice of Completion for the Subdivision, the sureties securing the payment to contractors and subcontractors and to persons furnishing labor, materials, or equipment may be released if claims, including without limitation, stop notices have not been filed.

(c) Ten percent (10%) of the total faithful performance surety, retained as the public improvement warranty, may be released one year after the Notice of Completion has been recorded. In the alternative, SUBDIVIDER shall provide CITY with new warranty security of not less than ten percent (10%) of the Improvement Cost Estimate identified in Exhibit "C" hereto, which security shall have a term of one (1) year from the date of recordation of the Notice of Completion.

In accordance with Section 16.24.080 of the Hanford Municipal Code,

the SUBDIVIDER shall furnish, in writing, proof of adequate security deposit to all utility companies for the installation of electricity, gas, telephone, cable television and any other utility which charges are not part of the Improvement Cost Estimate set forth in Exhibit "C."

No final map shall be signed by the City Engineer or recorded until all improvement securities required by Section 16.24.080 of the Hanford Municipal Code and under this Agreement have been received and approved. The form of securities shall be one or the combination of forms as approved by the CITY.

A. Minimum Scope and Limits of Insurance. At all times that SUBDIVIDER is designing, engineering, or constructing any improvements that will become public improvements, SUBDIVIDER shall take out and maintain, or shall have maintained, insurance policies with coverage at least as broad as follows:

- (1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$4,000,000.
- (2) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if SUBDIVIDER has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
- (3) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

SUBDIVIDER's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

SUBDIVIDER may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, SUBDIVIDER shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection A.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. City may require the SUBDIVIDER to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, City may require the SUBDIVIDER to provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages.

- (a) City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the SUBDIVIDER including materials, parts, or equipment furnished in connection with such work or operations; products used by the SUBDIVIDER; or automobiles owned, leased, hired or borrowed by the SUBDIVIDER. General liability coverage can be provided in the form of an endorsement to the SUBDIVIDER's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees or volunteers.
- (b) For any claims related to this Agreement, the SUBDIVIDER's insurance coverage shall be primary insurance as respects City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City and/or its officers, officials, employees, or volunteers shall be in excess of the SUBDIVIDER's insurance and shall be non-contributory.
- (c) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to City, its officers, officials, employees or volunteers.
- (d) The SUBDIVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

E. Verification of Coverage

SUBDIVIDER shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SUBDIVIDER's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

F. Waiver of Subrogation

SUBDIVIDER hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said SUBDIVIDER may acquire against City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. SUBDIVIDER

agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

G. Special Risks or Circumstances

City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, including the length of this Agreement's term.

Such policy or policies shall specifically provide that the CITY shall receive at least thirty (30) days prior written notice of any cancellation of such policy or policies. Any such notice shall be sent to the attention of the City Engineer. Notwithstanding an inconsistent statement in the insurance policy or certificate or subsequent endorsement attached thereto, the CITY shall be insured or named as an additional insured covering the work which is the subject of this Agreement, whether liability is attributable to the SUBDIVIDER or to the passive or active negligence of the CITY. The insurance shall be in effect on the date the work is commenced and shall expire no sooner than one year after the date of recordation of the Notice of Completion. The cost of providing this insurance requirement shall be borne solely by the SUBDIVIDER.

The expiration or proposed cancellation of any such insurance policy or policies, for any reason whatsoever, shall constitute a material breach of this Agreement.

5. Indemnification.

SUBDIVIDER hereby agrees to and shall protect, indemnify and hold harmless the CITY and all officials, officers, agents, representatives and employees thereof from and against any and all liability, loss, claims or damages of whatsoever kind or character, including attorneys' fees and costs of all types, in any way arising out of, or in any way related, directly or indirectly, to the work to be performed pursuant to this Agreement or the acts or omissions of the SUBDIVIDER, SUBDIVIDER's independent contractors, employees, representatives, agents and invitees, and the passive or active negligent acts or omissions of the CITY or its officers or employees and agents while acting within the scope of their duties and regarding, in any way, the work to be performed pursuant to this Agreement.

These indemnification and hold-harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering the applicable to such damages, claims, or liability. This indemnification shall be binding upon the SUBDIVIDER whether or not there are any allegations of fault, negligence or liability of the parties indemnified hereunder and shall survive the completion of construction of the improvements.

SUBDIVIDER agrees that the use of any and all public streets and improvements, which are part of the Subdivision subject, shall be at all times, prior to the final acceptance by the CITY, the sole and exclusive risk of the SUBDIVIDER.

6. Permits and Compliance.

Should SUBDIVIDER be required to perform any work within any public rights-of-way or easements, which are located beyond the Subdivision limits, SUBDIVIDER shall satisfy any and all requirements, other than the payment of fees, which would be necessary to obtain an encroachment permit.

SUBDIVIDER shall make arrangements for the relocation of all overhead and underground public utility facilities that interfere with the construction of the Improvements. The SUBDIVIDER shall be responsible for the full cost of relocating such facilities.

The SUBDIVIDER shall repair any damage to public streets or other public property or improvements which results from, or is incidental to, the construction of the Improvements, or in lieu of making such repairs, the SUBDIVIDER shall pay to the CITY the full cost of such repairs.

Building permits for individual lots of the Subdivision will not be issued until all underground utilities are installed within the public right-of-way, the trenches have been backfilled, and an approved all-weather road is constructed for street frontage and access.

No occupancy permit for any dwelling to be constructed within the Subdivision shall be issued until all Improvements are completed and accepted by the City Council.

In accordance with Section 16.24.090 of the Hanford Municipal Code, construction methods and materials for all Improvements shall conform to the Standard Plans

and Specifications of the CITY. Construction shall not commence until required Improvement Plans have been approved by the City Engineer and payment of all fees have been received by the CITY.

The Improvements shall be constructed in accordance with all applicable street, plumbing, building, electrical and zoning codes and any other codes, rules or regulations of the CITY and the State of California.

The SUBDIVIDER shall require contractors and subcontractors to provide and maintain barricades and warning signs to protect and warn the public of construction hazards. Traffic control shall conform to a traffic control plan approved by the City Engineer. If, in the opinion of the City Engineer, proper barricades and warning signs are not being provided, the Contractor will be required to immediately stop work until proper traffic control is provided and approved by the City Engineer.

The SUBDIVIDER shall require all contractors and subcontractors to conform to the applicable provisions of the California Occupational Safety and Health Act ("OSHA"). Onsite inspection of the work will be requested of OSHA officials, and all work subject to this Agreement shall immediately stop if, in the opinion of the City Engineer, any such work is being performed in violation of OSHA or when appropriate safety measures are not being utilized for said work.

The SUBDIVIDER and its contractors and subcontractors shall pay for any materials, provisions and other supplies used in, upon, for, or about the performance of the work to be performed hereunder and for any and all work or labor associated therewith and for all amounts due under the Workers' Compensation and the unemployment insurance acts and all other applicable laws or regulations of the State of California or the United States with respect to such work or labor, including without limitation, as required by Section 3200 of the California Labor Code and Section 4200 of the California Government Code.

7. Scheduling.

It shall be the responsibility of the SUBDIVIDER to coordinate all work performed by its contractors and subcontractors, such as scheduling the sequence of operations

and the determination of liability if one operation delays another. In no case shall representatives of the CITY be placed in the position of making decisions that are the responsibility of the SUBDIVIDER. It shall further be the responsibility of the SUBDIVIDER to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the SUBDIVIDER to notify the City Engineer may cause delay for which the SUBDIVIDER shall be solely responsible.

8. Soil and Dust Control Provisions.

The SUBDIVIDER is responsible for arrangement for and payment of all CITY-required soil tests at locations as determined by the City Engineer. Payment for said tests shall be made directly by the SUBDIVIDER to the certified testing firm of the SUBDIVIDER's choice. Adequate dust control shall be maintained by the SUBDIVIDER on all streets within and outside of the Subdivision on which work is required to be performed under this Agreement, from the time work is first commenced until all work is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or approved dust palliative with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the Subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets or other areas of the Subdivision, the City Engineer shall give notice to the SUBDIVIDER to comply with the provisions herein, or, at the election of the City Engineer, notice may be mailed to the SUBDIVIDER at his address on file with the City Engineer. If, within twenty-four (24) hours after personal service or within forty-eight (48) hours after mailing of notice, the SUBDIVIDER has not commenced to maintain adequate dust control or at any time thereafter fails to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any street or streets to be sprinkled with water or an approved dust palliative as may be deemed necessary by the City Engineer to eliminate the scattering of dust. Such dust control shall be performed by equipment and personnel of the CITY or by contract as the City Engineer shall determine, and the SUBDIVIDER agrees to pay to CITY, upon receipt of the billing, therefore, the entire cost to the CITY of such dust control.

When the surfacing on any existing street is disturbed, the surfacing shall be immediately replaced with temporary surfacing and permanently paved within fourteen (14) calendar days thereafter. The streets shall be maintained in a safe and passable condition at all times between the commencement of construction of improvements and final completion thereof.

9. Prevailing Wage Laws, Rules and Regulations.

Applicant shall comply with and shall require all contractors to comply with all prevailing wage laws, rules and regulations applicable to the project. Unless otherwise advised in writing by the City of Hanford, applicant shall be solely responsible for making any and all decisions regarding any portion or aspect of the project, including, without limitation, any form of reimbursement by the City of Hanford to the applicant or any contractor, will require the payment of prevailing wages. Further, applicant will be solely responsible for the payment of any claims, fines, penalties, reimbursements, payments or any other actions that may be initiated against applicant or any contractor as a result of failure to pay prevailing wages.

Applicant shall defend, indemnify and hold harmless the City of Hanford, its officials, officers, employees, representatives, agents and attorneys from and against any and all claims, damages, losses, judgments, liabilities, expenses and other costs, including, without limitation, litigation costs and attorney's fees arising out of, resulting from or in any way in connection with any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the project. Applicant's obligation to defend, indemnify and hold the City of Hanford harmless specifically includes, but is not limited to, any suit or administrative action against the City of Hanford which claims a violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the project.

Applicant's obligations to defend, indemnify and hold the City of Hanford, its officials, officers, employees, representatives, agents and attorneys harmless as set forth herein, shall include, but shall not be limited to, staff time, copying costs, court costs, the costs of any judgments or awards against the City of Hanford for damages, losses, litigation costs or attorney fees arising out of any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the project and costs of any settlement representing

damages, litigation costs and attorney's fees to be paid to other parties arising out of any such proceeding or suit.

The City of Hanford may, at any time, require the applicant to reimburse the City of Hanford for costs that have been, or which the City of Hanford reasonably anticipates will be, incurred by the City of Hanford during the course of any action. Applicant shall reimburse the City of Hanford within thirty (30) days of receipt of an itemized written invoice from the City of Hanford. Failure of the applicant to timely reimburse the City of Hanford shall be considered a material violation of the conditions of approval of the project.

10. Sole and Only Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding such matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement, and no other agreement, statement or promises shall be valid or binding.

11. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

12. Attorneys' Fees.

If an action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Kings, State of California for any proceeding arising hereunder.

13. Successors and Assigns.

The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This Agreement shall not be assignable by SUBDIVIDER without the express prior written consent of the CITY.

14. Governing Law.

This Agreement shall be construed and governed pursuant to the laws of the State of California.

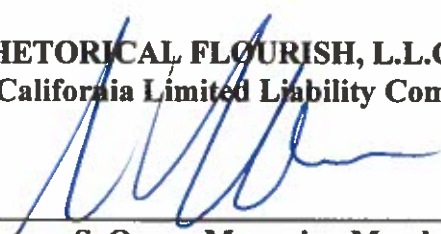
15. Time of the Essence.

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 27 day of May, 2014.

SUBDIVIDER:

RHETORICAL FLOURISH, L.L.C.
A California Limited Liability Company

By: 
Gregory S. Owen, Managing Member

CITY OF HANFORD:

APPROVED AS TO CONTENT:

By: 
Johnathan L. Doyel, P.E., P.L.S.
City Engineer - City of Hanford

ATTEST:

By: 
City Clerk - City of Hanford

Attachment: Tract 902 Subdivision Agreement (City Att: Consent to Assignment of Subdivision Agreement for Tract No. 902)

EXHIBIT "C"SUBDIVISION IMPROVEMENT COST ESTIMATE

In accordance with Section 16.24.080 of the Hanford Municipal Code, estimated construction costs used in this Agreement are increased for projected inflation computed to the estimated mid-point of construction.

TR. 902 ESTIMATED
CONSTRUCTION COSTSSanitary Sewers

Construction of sanitary sewer mains, manholes and appurtenances as shown on the approved improvement plans in accordance with City Standards and Specifications. (Note: Amount shown excludes estimated cost of Hume Ave. sanitary sewer main improvements secured by separate agreement .)

\$ 193,382.00Storm Sewers

Construction of storm drain mains, manholes, catch basins and disposal facilities as shown on the approved improvement plans in accordance with City Standards and Specifications. (Note: The amount shown excludes cost of storm drain improvements installed under separate agreement & reflects minimum 10% bond amount required for warranty purposes.)

\$ 15,928.00Water System

Construction of water mains, hydrants, services and appurtenances as shown on the approved Improvement Plans in accordance with City Standards and Specifications. (Note: Amount shown excludes estimated cost of Hume Ave. water main improvements secured by separate agreement .)

\$ 203,795.00Curb and Gutter and Other Concrete Construction

Construction of curb and gutter, sidewalk, wheelchair ramps, drive approaches, valley gutter and other concrete improvements as shown on the approved Improvement Plans in accordance with City Standards and Specifications. (Note: Amount shown excludes estimated cost of Hume Ave. concrete improvements secured by separate agreement .)

\$ 450,128.00Street Surfacing

Construct Type "B" asphalt concrete surfacing over Class II aggregate base as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$1, 325,710.00

Street Lighting

Install street lighting as shown on the approved Improvement Plans in accordance with City Standards and Specifications. (Note: Amount shown excludes estimated cost of Hume Ave. street lights secured by separate agreement.)

\$ 82,000.00

Street Barricades

Remove street barricades installed with completion of Tr. 811 subdivision improvements. (Note: Cost of street barricade to be installed at west end of Hume Ave. street improvements secured by separate agreement.)

\$ 500.00

Landscaping, Irrigation, and Decorative Fencing Improvements

Install landscape & irrigation improvements and masonry block walls as shown on the approved Improvement Plans in accordance with City Standards and Specifications. (Note: Amount shown excludes estimated cost of Hume Ave. landscape and block wall improvements secured by separate agreement.)

\$170,757.00

Monuments and Lot Markers

Install permanent survey monuments and lot corners in accordance with City Standards and Specifications.

\$ 14,050.00

Construction Engineering Services

Engineering, surveying, and geotechnical services associated with construction and completion of the subdivision improvements.

\$ 39,000.00

Earthwork Improvements

• Clearing & Grubbing (Completed under separate permit)	<u>\$ 0.00</u>
• Rough Grading (Completed under separate permit)	<u>\$ 0.00</u>
• Subgrade Compaction/ Final Lot Grading	<u>\$ 73,000.00</u>
• Utility Trenching	<u>\$ 22,500.00</u>

Private Utility Improvements

(Bonded with final Subdivision Agreement, but not included in Public Works Insp. Fee calc.)

• Utility Pole Relocations	<u>\$ 60,000.00</u>
• Southern California Edison	<u>\$ 147,000.00</u>
• Gas Company	<u>\$ 27,450.00</u>

Total Est. Improvement Cost (Including Private Utility Work)

\$2,825,200.00

Attachment: Tract 902 Subdivision Agreement (City Att: Consent to Assignment of Subdivision Agreement for Tract No. 902)

TRACT NO. 902 SURETY BOND REQUIREMENTS:

Performance Bond (100%)	<u>\$2,825,200.00</u>
Labor and Materials Bond (50%)	<u>\$1,412,600.00</u>
Warranty Bond (10% Req. for minimum of 12-mo. from N.O.C.)	<u>\$ 282,520.00</u>

City Engineering and Inspection Fee Schedule

City Engineering and Inspection Fees established by
City Council Resolution No. 1902 based on Cost Est.
Less Private Utility Improvements :

\$2,590,750.00

(1) 6% of first	\$ 5,000.00	<u>\$ 300.00</u>
(2) 5% of next	\$ 20,000.00	<u>\$ 1,000.00</u>
(3) 4.5% of next	\$ 75,000.00	<u>\$ 3,375.00</u>
(4) 3.5% of next	\$150,000.00	<u>\$ 5,250.00</u>
(5) 2% over	\$250,000.00	<u>\$46,815.00</u>
Total Engineering and Inspection Fees: Acct. #001-2010-4937		<u>\$56,740.00</u>

Less Plan Review Fee Deposit PAID 7/24/13:	<u>(\$ 3,170.00)</u>
Less Grading Plan Review Fee PAID 7/24/13:	<u>(\$ 4,400.00)</u>
Less Plan Rev. & Inspection Fees PAID 11/5/13:	<u>(\$ 5,495.00)</u>
Plan Review & Inspection Fees Balance DUE:	<u>\$ 43,675.00</u>

NOTES:

- Engineering & Inspection Fees based on total improvements, including items constructed prior to and after posting of security.
- Private Utilities costs are not included in determination of Engineering Plan Review and Inspection fee calculation.

Fees and charges shown below will be payable prior to approval of Final Map & acceptance of Final Subdivision Agreement by the City Council:

Final Map Checking Fee: Acct. #001-2010-4937	<u>\$ 1,040.00</u>
Street Sign Blades by City: Acct. #0010-2010-4937 (\$200.00 per Intersection)	<u>\$ 1,800.00</u>
Storm Water Impact Fee: <u>Acct #184----5504</u> (20.47 Gr. Ac. @ \$3,665.14/Gr. Ac.)	<u>\$75,025.42</u>
12 th Avenue Trunk Sewer Area of Benefit Fee: Acc't. #161----5494 (20.47 Gr. Ac. @ \$ 621.92/ Gr. Ac.)	<u>\$ 12,730.70</u>

TOTAL FEES DUE with Tr. 902 Final Map: \$134,271.12

Attachment: Tract 902 Subdivision Agreement (City Att: Consent to Assignment of Subdivision Agreement for Tract No. 902)

General Assignment

This General Assignment is made as of the 15th day of April, 2021 ("Assignment Date"), between **GRANVILLE HOMES, INC.**, a California corporation ("Assignee"), and **RHETORICAL FLOURISH, LLC**, a California limited liability company ("Assignor").

Pursuant to that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of December 22, 2020 (the "Purchase Agreement"), Assignee has this day acquired the Property from Assignor. Capitalized terms used herein shall have the meanings ascribed to those terms in the Purchase Agreement.

In consideration of the acquisition of the Property by Assignee and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and sets over unto Assignee, without representation or warranty of any kind, and Assignee hereby accepts from Assignor, any and all of Assignor's right, title, and interest in and to the Intangible Personal Property; provided, however, that such transfer, assignment, and sale shall not include any rights or claims arising prior to the Assignment Date which Assignor may have against any person with respect to the Intangible Personal Property.

2. Dispute Costs. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such dispute, including, without limitation, reasonable attorneys' fees and costs. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which taken together be deemed one document.

4. Survival. This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs, and permitted assigns.

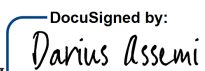
5. No Third-Party Beneficiaries. Except as otherwise expressly set forth herein, Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.

6. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

“Assignee”

GRANVILLE HOMES, INC.,
a California corporation

By 
32544630BB7F49A...
Darius Assemi, President

“Assignor”

RHETORICAL FLOURISH, LLC, a
California limited liability company

By: Blue Mountain Enterprises, LLC, a
California limited liability company, its
Manager

By 

Printed Name: Steve Brown

Title: President / CEO

Attachment: General Assignment 04.15.21 (fully executed) (City Att: Consent to Assignment of Subdivision Agreement for Tract No. 902)

CONSENT TO ASSIGNMENT OF SUBDIVISION AGREEMENT

THIS CONSENT TO ASSIGNMENT OF SUBDIVISION AGREEMENT ("Consent") is made and entered into as of December 6, 2021 by and between GRANVILLE HOMES, INC., a California corporation ("GVH"), CENTURY COMMUNITIES OF CALIFORNIA, LLC, a Delaware limited liability company ("Century"), and CITY OF HANFORD, a California municipal corporation ("City").

GVH purchased Lots 1 through 99 of Kings County Tract No. 902, Hanford, California (the "Property") from Rhetorical Flourish, LLC, a California limited liability company ("Rhetorical"), on April 15, 2021 (the "Rhetorical Transaction"). As part of the Rhetorical Transaction, pursuant to that certain General Assignment (the "GVH Assignment") dated April 15, 2021 between Rhetorical and GVH, Rhetorical assigned all of its right, title and interest under, *inter alia*, that certain Subdivision Agreement dated May 27, 2014 by and between Rhetorical and City (the "Subdivision Agreement") to GVH, and GVH accepted such assignment.

GVH has entered into a purchase and sale agreement (the "Century PSA") which contemplates the sale of the Property from GVH to Century Communities of California, LLC, a Delaware limited liability company ("Century" and such transaction, the "Century Transaction"). The Century PSA includes a General Assignment in substantially the same form as the GVH Assignment (the "Century Assignment"), pursuant to which GVH will assign all of its right, title and interest under the Subdivision Agreement to Century. The Century Transaction has an anticipated closing date of December 15, 2021.

The Subdivision Agreement requires City's consent to any assignment of the Subdivision Agreement. City desires to provide such consent in accordance with the terms and conditions of this Consent.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following:

1. Consent. In accordance with Section 13 of the Subdivision Agreement, City hereby acknowledges and consents to the assignment of the Subdivision Agreement from Rhetorical to GVH and, as of the effective date of the Century Assignment, from GVH to Century; provided however, such consent shall be revoked if neither GVH nor Century procures surety bonds as required under the Subdivision Agreement on or before January 14, 2022.
2. Acknowledgment of Obligations. GVH, as of the effective date of the GVH Assignment, and Century, as of the effective date of the Century Assignment, each acknowledges that, with its execution of the GVH Assignment or Century Assignment, respectively, it fully and unconditionally accepted all duties and obligations of "SUBDIVIDER" under the Subdivision Agreement and shall perform all such duties and obligations in accordance with the terms thereof. For avoidance of doubt, if the Century Transaction fails to occur, GVH shall remain obligated as "SUBDIVIDER" under the Subdivision Agreement.
3. Counterparts; Signatures. This Consent may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Electronic, facsimile, PDF/scanned, DocuSign and/or emailed signatures appearing hereon shall be deemed original signatures.
4. Modifications. This Consent shall not be modified except in a writing signed by the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, GVH, Century and City have executed this Consent as of the day and year first above written, notwithstanding the actual date of execution.

GVH:

GRANVILLE HOMES, INC., a California corporation

By: 
 Name: DARIUS ASSEME
 Title: PRESIDENT

CITY:

CITY OF HANFORD, a California municipal corporation

By: _____
 Name: _____
 Title: _____

CENTURY:

CENTURY COMMUNITIES OF CALIFORNIA, LLC, a Delaware limited liability company

By: 
 Name: W. Allen Bennett
 Title: Division President

[Signature Page for Consent to Assignment of Subdivision Agreement]

Attachment: Consent to Assignment of Subdivision Agreement v2 (signed by Granville and Century) (City Att: Consent to Assignment of



AGENDA STAFF REPORT

MEETING DATE: 12/21/2021	AGENDA SECTION: C
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SUBJECT:

IT: Approval of the Annual Purchase of Microsoft Software Licensing in the amount of \$52,709.99

RECOMMENDATION:

That the City Council, by motion, approve the purchase of Microsoft Software Licensing from Dell Computer Corporation, in the amount of \$52,709.99

BACKGROUND:

Each year the City pays for volume licenses for Microsoft server, and workstation licenses. This year we have added the addition of Office 365 licenses. These licenses are paid for each year as a subscription. Licenses entitle the City to utilize the Microsoft products licensed. These licenses include server operating systems, user licenses and productivity software licenses. Pricing from Dell/Microsoft is quoted with government pricing through a "piggyback" agreement on the Riverside County license contract. Municipal Purchasing procedures state that local government agencies may use another agency's contract for purchases or public works, a process known as "piggybacking." Generally, smaller agencies piggyback on contracts awarded by larger "host" agencies, allowing the smaller agencies to save time and obtain better prices and terms than they might be able to on their own.

FISCAL IMPACT:

This is a budgeted expense coming out of the IT Operations Budget (1315000-749500)

ATTACHMENTS:

US_QUOTE_1030921588782.1



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	1030921588782.1	Sales Rep	Katie Siculo
Total	\$52,709.99	Phone	(800) 456-3355, 80000
Customer #	5084549	Email	Katie_Siculo@Dell.com
Quoted On	Oct. 13, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Nov. 11, 2021		CITY OF HANFORD
Contract Code	C000000649501		315 N DOUTY ST
			HANFORD, CA 93230-3951

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Katie Siculo

Shipping Group

Shipping To

ERIC FORCEY
CITY OF HANFORD
319 N DOUTY ST
HANFORD, CA 93230-3951
() -

Product	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES USER CAL SA ALL LANGUAGES	\$21.27	25	\$531.75
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	\$17.44	96	\$1,674.24
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG	\$205.80	200	\$41,160.00
VLA ENTERPRISE CORE CAL ALL LANGUAGES SOFTWARE ASSURANCE	\$46.72	200	\$9,344.00

Attachment: US_QUOTE_1030921588782.1 (IT: Annual Purchase of Microsoft Software Licensing)

Subtotal:	\$52,709.99
Shipping:	\$0.0
Environmental Fee:	\$0.0
Non-Taxable Amount:	\$0.0
Taxable Amount:	\$0.0
Estimated Tax:	\$0.0

Total:	\$52,709.9
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Attachment: US_QUOTE_1030921588782.1 (IT: Annual Purchase of Microsoft Software Licensing)

Shipping Group Details

Shipping To

ERIC FORCEY
CITY OF HANFORD
319 N DOUTY ST
HANFORD, CA 93230-3951
() -

			Quantity	Subto
VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES		\$21.27	25	\$531.
USER CAL SA ALL LANGUAGES				
Contract # C000000649501				
Description	SKU	Unit Price	Quantity	Subto
VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES	AB834603	-	25	
USER CAL SA ALL LANGUAGES				
			Quantity	Subto
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC		\$17.44	96	\$1,674.
CORELIC				
Contract # C000000649501				
Description	SKU	Unit Price	Quantity	Subto
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC	AB834604	-	96	
CORELIC				
			Quantity	Subto
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER		\$205.80	200	\$41,160.
ALL LANG				
Contract # C000000649501				
Description	SKU	Unit Price	Quantity	Subto
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER	AB834605	-	200	
ALL LANG				
			Quantity	Subto
VLA ENTERPRISE CORE CAL ALL LANGUAGES SOFTWARE		\$46.72	200	\$9,344.
ASSURANCE				
Contract # C000000649501				
Description	SKU	Unit Price	Quantity	Subto
VLA ENTERPRISE CORE CAL ALL LANGUAGES SOFTWARE	AB834606	-	200	
ASSURANCE				
			Subtotal:	\$52,709.9
			Shipping:	\$0.0
			Environmental Fee:	\$0.0
			Estimated Tax:	\$0.0
			Total:	\$52,709.9

Attachment: US_QUOTE_1030921588782.1 (IT: Annual Purchase of Microsoft Software Licensing)

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



AGENDA STAFF REPORT

MEETING DATE: 12/21/2021

AGENDA SECTION: D

SUBJECT:

Public Works: Approval of a payment to King's Petroleum, for the purchase of unleaded fuel for Fleet Operations, in the amount is \$31,338.95.

RECOMMENDATION:

That the City Council, by motion, approve a payment to King's Petroleum, for the purchase of unleaded fuel for Fleet Operations, in the amount is \$31,338.95.

BACKGROUND:

Section 2.48.060 of the Hanford Municipal Code governs how the City must process the purchase of any goods or services that exceed \$20,000. As stated below, it requires that Council approve all purchases over that threshold. For the purpose of this invoice, it sets a different limit for Council's approval of fuels and other specific items:

Purchases exceeding twenty thousand dollars (\$20,000.00) may be made either on an informal basis or on a formal competitive basis as identified below. In either case, however, the decision as to the acceptance or rejection of any bid shall be the responsibility of the council. The provisions of this section 2.48.060 shall not apply to the purchase of fuels, bituminous materials, and aggregate base for street purposes and related delivery costs provided that any such purchase shall not exceed the sum of thirty thousand dollars (\$30,000.00).

With the implementation of new and updated Purchasing policies for the City, it is necessary for Council to individually approve this outstanding invoice. Due to the increase in fuel costs, this purchase exceeds the maximum \$30,000 threshold for fuel purchases referenced in the municipal code. Moving forward, staff will have Council approve annual contracts with vendors, based on negotiated prices, that will allow Council to approve "not to exceed" amounts for the Contract year.

FISCAL IMPACT:

Quotes were received from local vendors. There are sufficient funds available in the Fleet Operations account to fund this purchase.

ATTACHMENTS:

KING'S_PETROLEUM_INV#95804_W/QUOTES



PROPANE • GASOLINE • DIESEL • OIL
559.733.4717 • VISALIA, CA

City Of Hanford Corp
 900 S 10th Ave
 Hanford, CA 93230

INVOICE

Customer #:	800350
Payment Terms:	Net 10
Invoice #:	95804
PO #:	FUEL 22200485
Invoice Date:	2021-11-29
Due Date:	Net 10th of the month
Total Due	\$31,338.95

Make Check Payable to: King's Petroleum LLC

Amount Enclosed: \$

Remit To:

King's Petroleum LLC
 PO BOX 841318
 LOS ANGELES, CA 90084-131

00008003500000095804000313389500031338956

Customer Name		Delivery/Service Address		Cust #	Invoice #	Inv Date
City Of Hanford Corp		900 S 10th Ave - Hanford, CA 93230		800350	95804	2021-11-29
Quantity	Item Number	Description	Unit Price	TOTAL		
8757.00	Unleaded 10% Ethanol	Unleaded 10% Ethanol Delivered By: Louie E on 11/29/2021	\$2.9800	\$26,095.8		
1.00	Regulatory Compliance	Regulatory Compliance Fee PO #: 22200485	\$9.5000	\$9.5		
		AB 32 - .005/Gal:		\$43.7		
		California State - Gasoline - 2.25%:		\$689.4		
		California State Excise - Gasoline - .511/Gal:		\$4474.8		
		Federal L.U.S.T - .001/Gal:		\$8.7		
		Kings County - Standard:		\$0.0		
		Spill Fee - Gasoline - .00192/Gal:		\$16.8		

Tank/Equipment: Bulk Tank - 15000 Gallon Unleaded Tank

For Fuel or Service At:

900 S 10th Ave - Hanford, CA 93230

Sub Total	\$26,105.3
Charges	\$0.0
Tax Total	\$5,233.5
TOTAL DUE	\$31,338.9

City of Hanford - 11/29/21
 BOL #2710351
 PO #22200485

King's Petroleum LLC
 PO BOX 841318
 LOS ANGELES, CA 90084-131

Attachment: KING'S PETROLEUM_INV#95804_W/QUOTES (PW: Approve Fuel Purchase)

FUEL QUOTE SHEET

16.D.a

Date: 11/29/2021

Quote For: Unleaded

Company	Contact	Phone Number	FAX Number	Base Price		
					Unlead	Diesel
G.V. Burrows Inc	Darryl	924-2064	924-9316	\$	Left msg	/per gal
J C Lansdowne	Ryan ryan@jclansdowne.com	651-1760	651-8156	\$	3.489	/per gal
Buford Oil	John/Leah	582-9028 / 816-2637/ 816-2638	582-1902	\$	Unavail able today	/per gal
Silvas Oil	Carl carl.mccain@silvasoil.com fueldispatch@silvasoil.com	Small Loads / Big Loads 582-0221 / 445-1908	445-1910		3.00	/per gal
Interstate Oil	Roland	233-3221/ 349-8514	233-1532	\$	Unavail able today	/per gal
Kings Petroleum	Shanoor shirani@kingspetro.com	909-6330		\$	2.98	/per gal
Gregs Petroleum Svc	Bob patricia@gregspetro.com	661-535-4900	661-535-4990	\$	3.07	/per gal

(Call Silva's Fresno number for truck/trailer loads (FLEET); Use the Hanford number for other Departments.)

REQUISITION NUMBER: 22200485

P.O. NUMBER: _____

Ordering Information

Company	Vendor No.	PO No.	ORG	OBJECT	1 Load =
G.V. Burrows, Inc	105591		Fleet	20400000-743300	8,500 Gallons Unleaded
J C Lansdowne	105635	22100751	Utilities	20810000-778500	7,500 Gallons Diesel
Buford Oil	105006	22100734	WWTP	20710000-778500	2,000 WWTP Gallons
Silvas Oil	105011	22100766			
Interstate Oil	104486	22100749			
Kings Petroleum	105551	22200485			
Gregs Petroleum	106520				

Road Tax:

Is added to every truck/trailer load as a separate entry.

(Do not add sales tax to road tax.)

(Do not add road tax to WWTP or Utilities.)

If they should ask:

\$.18 State Excise Tax (we pay)

\$.243 Federal Tax (we don't pay)

Locations: Tank 5 Grangeville / Centennial

Tank 6 Fargo / RR Tracks

Gas Type	Amount of Road Tax to Add
Diesel	\$1,265.40
Unleaded	\$1,504.80

ALWAYS ORDER:

- CLEAR DIESEL FOR FLEET
- RED DIESEL FOR GENERATORS

CITY OF HANFORD
900 S. 10TH AVE.
HANFORD, CA. 93230
559-585-2553

NOV 29, 2021 6:25 AM

SYSTEM STATUS REPORT

ALL FUNCTIONS NORMAL

INVENTORY REPORT

T 1:UNLEADED *9,004 GALS*
VOLUME = 7022 GALS
ULLAGE = 5010 GALS
90% ULLAGE= 3806 GALS
TC VOLUME = 6934 GALS
HEIGHT = 54.32 INCHES
WATER VOL = 14 GALS
WATER = 0.78 INCHES
TEMP = 77.7 DEG F

T 2:PREMIUM
VOLUME = 5630 GALS
ULLAGE = 6402 GALS
90% ULLAGE= 5198 GALS
TC VOLUME = 5564 GALS
HEIGHT = 45.58 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 76.5 DEG F

T 3:DIESEL
VOLUME = 4777 GALS
ULLAGE = 7255 GALS
90% ULLAGE= 6051 GALS
TC VOLUME = 4744 GALS
HEIGHT = 40.20 INCHES
WATER VOL = 19 GALS
WATER = 0.93 INCHES
TEMP = 75.2 DEG F

* * * * * END * * * * *

Attachment: KING'S_PETROLEUM_INV#95804_W/QUOTES (PW: Approve Fuel Purchase)



FUEL PRICE QUOTE REQUEST

City of Hanford – Public Works
900 S. 10th Avenue
Hanford, CA 93230
P: (559) 585-2551
F: (559) 583-1529
vreitsma@cityofhanfordca.com

November 29, 2021

Kings Petroleum
Attn: Shanoor
F: (559) 909-6330
shirani@kingspetro.com
PO #22200485

Please send a price quote on the following Fuel:

- ☒ Unleaded Fuel
☐ Clear Diesel
☐ Red Diesel (for Generators)

BASE PRICE:

Unleaded \$ / per gal.
Diesel \$ /per gal.

DELIVERY DATE:

November 29, 2021

Please fax fuel quote to: (559) 583-1529; or email to: vreitsma@cityofhanfordca.com

Thank you!

Attachment: KING'S_PETROLEUM_INV#95804_W/QUOTES (PW: Approve Fuel Purchase)

16.D.a

(LOADING TICKET)

Packet Pg. 37

Attachment: KING'S PETROLEUM_INV#95804_W/QUOTES (PW: Approve Fuel Purchase)



PROPANE • GASOLINE • DIESEL • OIL
559.733.4717 • VISALIA, CA

Date	11/29/21
BOL#	2710351
Ref#	
PO#	BB
Customer	King's

CIRCLE THE NUMBERS THAT APPLY

- #1 Excessive Load/Unload Time #4 Split Load
 #2 Split Delivery #5 Retain
 #3 Pump Out #6 Pump Charge

Loading Information

Arrival Time 1:38 pm
 Departure Time 3:13 pm
 Total Time _____
 Explanation _____

Unloading Information

Arrival Time 4:05 pm
 Departure Time 4:37 pm
 Total Time _____
 Explanation _____

PRODUCT	PRODUCT	PRODUCT	PRODUCT
87	87	87	87
GALS LOADED	GALS LOADED	GALS LOADED	GALS LOADED
4400	1800	800	1800

Date: 11/29/21 Truck No: 15 Trailer No: 11A

THANK YOU FOR YOUR BUSINESS!

Delivered To: City of Hanford

Address: Hanford, CA

Product	Gallons		Before		After	
	Gross	Net	Inch	Gals	Inch	Gal
87	8800	8757	53		80 1/2	
89 87		North tank	44 1/2		83 1/2	
91						
Clear						
Red						
Total			Rack			
Gallon			Kinder Morgan			

Retain/Diversion

From: _____
 To: _____
 Gallons: _____

Explanation of Additional Charges

Drivers Printed Name:

Louie Estrada

Customer Signature:



AGENDA STAFF REPORT

MEETING DATE: 12/21/2021

AGENDA SECTION: E

SUBJECT:

Public Works: Authorization to Advertise for Bids for FY 21/22 Mussel Slough: Laura Lane Pump Installation Project and Pre-Authorize the City Manager to award and execute the contract on behalf of the City to the lowest responsible bidder providing project bid is within current budget appropriation.

RECOMMENDATION:

That the City Council, by motion, authorize staff to advertise for bids for the FY 21/22 Mussel Slough: Laura Lane Pump Installation Project, and Pre-Authorize the City Manager to award and execute the contract on behalf of the City to the lowest responsible bidder providing project bid is within current budget appropriation.

BACKGROUND:

This project consists of equipping the YMCA Basin with an electrical service, control panel, pump, diversion gates, and connection to existing piping for dewatering the basin to accommodate additional development and routine maintenance.

This basin serves as a terminus basin for other basins in the Storm Drain system. The storm drain wet well and piping exist for the pumping of this basin to People's Ditch. This project will provide for dewatering of the basin and the installation of new diversion gates to provide routine maintenance, assist in mosquito abatement activities, and increase storage capacity

After bid opening, Staff will examine the bids, validate the lowest bidder's contractor's license status, and verify the contractor is in good standing. Staff is requesting the pre-authorization to award and execute the contract in order to expedite the process of delivery of projects. With Council approval, staff will solicit bids for this project. If awarded, construction is anticipated to begin in Spring 2022.

FISCAL IMPACT:

The FY 21/22 0358 Storm Drainage Capital and 0184 Storm Drainage Impact Fees budget provides \$187,500.00 for construction, including contingencies. A copy of Budget Page is attached for Council review.

ATTACHMENTS:

Budget Page Rev.

Budget Amendment FY22

Mussel Slough - Lift Pump Site

City of Hanford Capital Improvement Projects Fiscal Years 2020 to 2024

Mussel Slough / Laura Ln. Pump Installation

CIP2020048

Project Background:

This project consists of equipping the YMCA Basin with an electrical service, control panel, pump, diversion gates, and connection to existing piping for dewatering the basin to accommodate additional development and routine maintenance.

Existing Conditions:

This basin serves as a terminus basin for other basins in the Storm Drain system. The storm drain wet well and piping exist for the pumping of this basin to People's Ditch.

Project Justification:

This project will provide for dewatering of the basin and the installation of new diversion gates to provide routine maintenance, assist in mosquito abatement activities, and increase storage capacity.

Fiscal Implications:

Funding for the project will be allocated from storm drainage capital and storm drainage impact fee reserves.

Project Budget Summary:

		5-Year Funding Allocation				
		2020	2021	2022	2023	2024
Expenditure	Program or Project	Construction				
	Engineering / Inspection	10,000				
	Construction	155,000				
	Contingency	15,000				
	Department Overhead	7,500				
	Total Expenditure	\$187,500	\$0	\$0	\$0	\$0
Revenue	Funding					
	0358 Storm Drainage Capital	87,500				
	0184 Storm Drainage Impact Fees	100,000				
	Total Funding	\$187,500	\$0	\$0	\$0	\$0

12/07/2021 13:19
dcaietti

City of Hanford, CA
Totals Report

P
glactinq 1

YEAR	Original Budget/ Actual (Memo)	Transfers In/ Encumbrances	Transfers Out/ Requisitions	Revised Budget/ Available	Percent Used
2023	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00
2022	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00
2021	0.00 0.00	187,500.00 0.00	0.00 0.00	187,500.00 187,500.00	0.00
2020	0.00 0.00	187,500.00 0.00	0.00 0.00	187,500.00 187,500.00	0.00
2019	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00
2018	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00
2017	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00
2016	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00

Report Options

General Account

Fund: Account:
Org: Account Name:
Obj: Type:
Proj: Rollup: Sub-Rollup:
Status Active Annual Budgeting:
MultiYr Fund:

Segments

Fund:
Function:
Department:
Division:
FUTURE:
Object:

Percent Used

Fiscal Year 2021:
Fiscal Year 2022:
Fiscal Year 2023:

** END OF REPORT - Generated by Debbie Caietti - Tyler **

Attachment: Budget Amendment FY22 (PW: Permission to Advertise the FY 21/22 Mussel Slough (Laura

FY22 MUNIS BUDGET JOURNAL
DEPARTMENT OF FINANCE
BUDGET AMENDMENT/TRANSFER

DATE CREATED: 12/07/2021
DATE POSTED:

JE NO 43

Munis>Financials>Budget Processing>Budget Transfers and Amendments

EXPLANATION:
THE CAPITAL IMPROVEMENT PROJECT 820648 PUMP INSTALLATION/MUSSEL SLOUGH-LAURA LN SHOULD HAVE BEEN BROUGHT FORWARD FROM FY21 TO FY22. THIS JOURNAL CORRECTS THAT ERROR.

0359.20620000.820648	STORM DRAIN CAPITAL	87,000.00
0184.21840000.820648	STORM DRAIN IMPACT FEES	100,000.00
		187,000.00

Prepared by Debbie Fowler, Sr. Adm. Analyst *Debbie Fowler*

						0.00	187,500.00
FUND	ACCOUNT	FUND	ORG	OBJECT	DESCRIPTION	DR-DECREASE	CR-INCREASE
STORM DRAINAGE CAP FUND	PUMP INSTALL/MUSSEL SLOU-LAURA	0359	20620000	820648	CARRY FORWARD FY21 CIP TO FY22		87,500.00
STORM DRAIN IMP FEE FUND	PUMP INSTALL/MUSSEL SLOU-LAURA	0184	21840000	820648	CARRY FORWARD FY21 CIP TO FY22		100,000.00

Attachment: Budget Amendment FY22 (PW: Permission to Advertise the FY 21/22 Mussel Slough (Laura Lane Pump Installation))

Mussel Slough / YMCA Pump Installation

Project Background:

This project consists of equipping the YMCA Basin with an electrical service, control panel, pump, and connection to existing piping for dewatering the basin to accommodate additional development and routine maintenance.

Existing Conditions:

This basin serves as a terminus basin for other basins in the Storm Drain system. The storm drain wet well and piping exist for the pumping of this basin to People's Ditch.

Project Justification:

This project will provide for dewatering of the basin to provide routine maintenance, assist in mosquito abatement activities, and increase storage capacity.

Fiscal Implications:

Funding for the project will be allocated from storm drainage capital and storm drainage impact fee reserves.

Project Budget Summary:

		6-Year Funding Allocation					
		2017	2018	2019	2020	2021	2022
Expenditure	Program or Project					Construction	
	Engineering / Inspection					10,000	
	Construction					77,000	
	Contingency					7,700	
	Department Overhead					5,300	
Total Expenditure		\$0	\$0	\$0	\$0	\$100,000	\$0
Revenue	Funding						
	358 Storm Drainage Capital					50,000	
	184 Storm Drainage Impact Fees					50,000	
Total Funding		\$0	\$0	\$0	\$0	\$100,000	\$0

Hidden Valley Park

Simas Elementary School

BCARS, Formerly Appliance Repair by...

Cedarbrook Apartments

Verify Low Point of Basin

LIFT PUMP SITE (INV of Pipes and Top of Wet Well)

Santa Fe Mini Storage



**AGENDA
STAFF REPORT**

MEETING DATE: 12/21/2021	AGENDA SECTION: F
---------------------------------	--------------------------

SUBJECT:

Finance: Review and Approve the City of Hanford's Fiscal Year 2020/2021 Annual Report of Development Impact Fees (AB 1600 Mitigation Fee Act)

FISCAL IMPACT:

ATTACHMENTS:

Dev Impact Fee Report 2020-2021



CITY OF HANFORD

DEVELOPMENT IMPACT FEE REPORT

FY 2020/2021

5-YEAR FINDINGS SCHEDULE

GC 66001(d)

0180 Park Impact Fee
 0181 Circulation Impact Fee
 0182 Fire Protection Impact Fee
 0183 Police Protection Impact Fee
 0184 Storm Water System Impact Fee
 0185 Water System Impact Fee
 0186 Wastewater System Impact Fee
 0187 Refuse/Recycling Impact Fee

2021	2023	2026	2028	2031	2033
•		•		•	
•		•		•	
	•		•		•
	•		•		•
	•		•		•
	•		•		•
•		•		•	

Attachment: Dev Impact Fee Report 2020-2021 (Finance: FY 2020/2021 Annual Report of Development Impact Fees)

CITY OF HANFORD

Impact Fee Fund Summary

GC 66006

FY 2020-2021

Fund	Beginning Fund Balance	Impact Fees Collected	Interest Earned	Other Misc. Revenue, Credits, and Refunds	Total Revenue for Fiscal Year	Total Expenditures for Fiscal Year	Ending Fund Balance
Park	4,204,306	371,656	44,812	75	416,543	(270,531)	4,350,318
Circulation (Traffic) **	1,635,768	638,545	48,779	0	687,324	(763,179)	1,559,913
Fire Protection	249,954	88,143	2,993	90	91,226	(4,676)	336,504
Police Protection	333,334	48,717	3,365	0	52,082	(346,005)	39,411
Storm Water	1,162,028	21,394	8,972	0	30,366	(551,435)	640,959
Water System	3,804,041	394,198	30,234	0	424,432	(1,519,415)	2,709,058
Wastewater System	4,845,722	357,572	48,714	0	406,286	(3,278,592)	1,973,416
Refuse/Recycle	28,917	84,051	481	128	84,660	(47,001)	66,576
	16,264,070	2,004,276	188,350	293	2,192,919	(6,780,834)	11,676,155

Note: Interfund transfers occur for purposes of capitalization of assets and share of asset expenses.

**Interfund Loan Payable exists in the Circulation Impact Fee Fund due to Fleet Replacement Reserve Fund. Balance of loan as of 06/30/21 is \$2,918,446.

CITY OF HANFORD
Public Improvement Summary
GC 66006
FY 2020-2021

*Parks	Expense	% of Total Cost of Improv. Funded from Impact Fees	Approx. date to commence (construction), if funds available to complete project
Park Development Oversizing Required 821606	5,887	100%	Ongoing
Pocket Park - Lacey & Kaweah 821608	1,569	100%	2021-22
Civic Park Playground Design 820638	10,792	100%	2019-20
Hidden Valley Park/Fitness Ct 822642	112,468	100%	2020-21
Lakewood Playground Construction 821609	94,218	100%	2020-21
Civic Park Playground Construction 821610	10,847	100%	2021-22
Indoor Recreation Facility 821612	1,573	100%	2021-22
Lacey Park Pickleball Court 821648	20,250	100%	2021-22
Sub-Total	257,604		
*Circulation			
Traffic Signal - Grangeville Blvd @ 13th Ave 819621	3,406	34%	Ongoing
Unscheduled Arterial Upgrade/Traffic Signal 821616	371,799	100%	Ongoing
East Lacey Widening 10th to Sierra 819624 & 821619	354,268	34%	2018-19
12th Ave Widening to Springcrest 820640	26,262	79%	2019-20
Traffic Signal - 12th Ave to Hume 820644	1,255	11%	2020-21
Sub-Total	756,990		
Fire Protection			
Fire Station #3 Equipment & Furnishings 818605	500	100%	2018-19
Fire Station #4 Land Acquisition 821603	3,926	100%	2021-22
Sub-Total	4,426		
Police Protection			
Police Parking Lot Expansion 820651 & 821643	4,380	100%	2021-22
Armory Building 821654	73,868	100%	2020-21
Sub-Total	78,248		
Storm Water			
Storm Drain System Oversize Requirement 821624	541,438	100%	Ongoing
Stonecrest Basin Pump Install 821627	4,128	100%	2021-22
Sub-Total	545,566		
Water System			
Water Distribution Main Ext. 819645 & 821639	524,060	67%	Ongoing
Water Main Oversizing Req 821635	1,963	100%	Ongoing
New Water Supply Well 821638	5,103	70%	2021-22
Sub-Total	531,126		
Wastewater System			
9th Avenue & Houston Avenue Sewer Main Construction 817668	3,252,343	100%	2016-17
Sanitary Sewer Main Oversizing Required 821628	6,923	100%	Ongoing
Sub-Total	3,259,266		
*Refuse/Recycling			
2021 Cost Allocation from Refuse Operations	46,950	100%	2020-21
Sub-Total	46,950		
Grand Total	5,480,176		

GC 660001(d):

Future projects for Parks- FY 22-25:

Park Development Oversizing (ongoing project)
Pocket Park
Earl F Johnson Park Renovation
Centennial Park Lighting Project
Indoor Recreational Facility

Total cost of project
funded from Impact Fees

763,711	100%	Ongoing
300,000	100%	2021-22
649,250	72%	2022-23
351,201	100%	2022-23
5,800,000	100%	2021-22/Partial funds available

Future projects for Circulation- FY 22-25:

Unscheduled Arterial Upgrades and Traffic Signal Installation (ongoing project)
East Lacey Boulevard Widening/Reconstruction, 10th Ave to Sierra Drive

1,072,280	100%	Ongoing
3,119,550	34%	2018-19/Partial Funds available

Future projects for Refuse/Recycling- FY 22-25:

None

* Findings included in this report

Attachment: Dev Impact Fee Report 2020-2021 (Finance: FY 2020/2021 Annual Report of Development Impact Fees)

CITY OF HANFORD

Description and Fee Amount
GC 66001(d) and 66006
FY 2020-2021

PARK IMPACT FEES		
Resolution: 19-41-R	Effective Date:	1/6/2020
CATEGORY		FEE
Low Density Residential (per unit)		\$2,687.08
Medium Density Residential (per unit)		\$2,406.47
High Density Residential (per unit)		\$2,125.86

The Parks Impact Fee fund was established April 20, 2004 by the City Council Resolution 04-23-R. The purpose of the Parks Impact Fee is to acquire and/or develop public park and recreational facilities in order to reduce the impacts of overcrowding of existing park facilities caused by new development within the Hanford General Plan Area.

Basis: Estimated park development cost, total unimproved acres in City, estimated population and future dwelling units. Non-residential uses are not charged the parks impact fee.

CITY OF HANFORD

Description and Fee Amount
GC 66001(d) and 66006
FY 2020-2021

CIRCULATION IMPACT FEES		
Resolution: 19-41-R	Effective Date:	1/6/2020
CATEGORY	UNITS	FEE
Single-Family Residential	Dwelling	\$3,815.14
Multi-Family Residential	Dwelling	\$2,678.97
Senior Residential/ Assisted Living	Dwelling	\$1,387.32
Hotel/Motel (per room)	Room	\$2,428.67
Retail (<100KSF) (unless specifically listed below)	1,000 sq.	\$11,121.74
Retail (>100KSF)	1,000 sq.	\$8,398.50
Convenience Store - without gas station	1,000 sq.	\$100,669.32
Gas Station - with or without convenience store	Fueling	\$14,715.67
Motor vehicle sales, minor and major repair	1,000 sq.	\$2,106.93
Restaurant - no drive-thru	1,000 sq.	\$21,511.37
Restaurant with drive-thru - stand-alone	1,000 sq.	\$98,316.18
Restaurant with drive-thru with in a shopping center	1,000 sq.	\$26,431.94
General Office/ Bank	1,000 sq.	\$4,733.61
Medical/Dental Office	1,000 sq.	\$9,575.00
Government	1,000 sq.	\$2,898.38
Industrial/Service Commercial	1,000 sq.	\$1,905.23
Warehouse/Distribution < 100,000 sq. ft.	1,000 sq.	\$1,571.51
Warehouse/Distribution > 100,000 sq. ft. or Mini Storage	1,000 sq.	\$755.76
Religious Institution or Facility (unitless)		\$2,058.48
Other Uses Option	Per Trip	\$369.44

*Tripend rates for other than those listed above shall be determined using trip general statistics in the Insitute of

*Tripends for development within the MX-D, Mixed Use Downtown Zone District shall be reduced by 20% to reflect

*Cost of improvement completed by developer on arterial and designated collectors will be credited in accordance

The Circulation Impact Fee Fund was established April 20, 2004 by the City Council Resolution 04-27-R. The purpose of the Circulation Impact Fee is to meet goals and objectives of the land use and circulation elements of the the City's general plan and to mitigate the transportation, traffic, and air quality impacts caused by new development within the Hanford General Plan Area. Additionally, the fee supports public transportation improvements and construction of transportation system facilities.

Basis: Estimated total costs of new circulation infrastructure needed to support new growth, land uses, trip demand factor for each identified use, average daily trips, estimated total future residential units and non-residential square footage. Downtown uses have a 20% reduction in fees. Fees amount vary by the type of units used.

CITY OF HANFORD

Description and Fee Amount
GC 66001(d) and 66006
FY 2020-2021

FIRE PROTECTION IMPACT FEES		
Resolution: 19-41-R	Effective Date:	1/6/2020
CATEGORY		FEE
Low Density Residential (per unit)		\$535.78
Medium Density Residential (per unit)		\$301.18
High Density Residential (per unit)		\$151.32
Neighborhood Commercial (per square foot)		\$0.4495
Regional Commercial (per square foot)		\$0.3746
Service Commercial (per square foot)		\$0.5619
Highway Commercial (per square foot)		\$0.4495
Office Residential (per square foot)		\$0.1873
Office (per square foot)		\$0.2107
Neighborhood Mixed Used (per square foot)		\$0.4495
Corridor Mixed Used (per square foot)		\$0.4495
Downtown Mixed Used (per square foot)		\$0.0749
Light Industrial (per square foot)		\$0.1307
Heavy Industrial (per square foot)		\$0.1307
Open Space (per square foot)		\$0.0000
Public Facilities (per square foot)		\$0.0523
Educational Facilities (per square foot)		\$0.0000

The Fire Impact Fee Fund was established April 20, 2004 by the City Council Resolution 04-22-R. The purpose of the Fire Impact Fee is to finance the construction of Fire Facilities and purchase of fire fighting equipment in order to reduce the impacts on fire facilities and equipment caused by new development.

Basis: Estimated incidents per acre for residential, commercial and industrial land use designations.

CITY OF HANFORD

Description and Fee Amount
GC 66001(d) and 66006
FY 2020-2021

POLICE PROTECTION IMPACT FEES		
Resolution: 19-41-R	Effective Date:	1/6/2020
CATEGORY		FEE
Low Density Residential (per unit)		\$290.74
Medium Density Residential (per unit)		\$429.91
High Density Residential (per unit)		\$139.43
Neighborhood Commercial (per square foot)		\$0.5987
Regional Commercial (per square foot)		\$0.2630
Service Commercial (per square foot)		\$0.0861
Highway Commercial (per square foot)		\$0.1978
Office Residential (per square foot)		\$0.3527
Office (per square foot)		\$0.2123
Neighborhood Mixed Used (per square foot)		\$0.5715
Corridor Mixed Used (per square foot)		\$0.3882
Downtown Mixed Used (per square foot)		\$0.3349
Light Industrial (per square foot)		\$0.0123
Heavy Industrial (per square foot)		\$0.0046
Open Space (per square foot)		\$0.0000
Public Facilities (per square foot)		\$0.0755
Educational Facilities (per square foot)		\$0.0000

The Police Impact Fee Funds was established April 20, 2004 by the City Council Resolution 04-21-R. The purpose of the Police Impact Fee is to finance the construction of Police Facilities and purchase police equipment in order to reduce impacts on police facilities and equipment caused by new development.

Basis: Estimated incidents per acre to apply to land use designations.

CITY OF HANFORD

Description and Fee Amount
GC 66001(d) and 66006
FY 2020-2021

STORM WATER IMPACT FEES		
Resolution: 19-41-R	Effective Date:	1/6/2020
CATEGORY		FEE
Low Density Residential (per acre)		\$2,369.04
Medium Density Residential (per acre)		\$2,605.94
High Density Residential (per acre)		\$2,842.84
Neighborhood Commercial (per acre)		\$4,264.27
Regional Commercial (per acre)		\$4,264.27
Service Commercial (per acre)		\$4,264.27
Highway Commercial (per acre)		\$4,264.27
Office Residential (per acre)		\$2,842.84
Office (per acre)		\$4,264.27
Neighborhood Mixed Used (per acre)		\$4,264.27
Corridor Mixed Used (per acre)		\$4,264.27
Downtown Mixed Used (per acre)		\$3,409.75
Light Industrial (per acre)		\$3,790.46
Heavy Industrial (per acre)		\$3,790.46
Open Space (per acre)		\$0.00
Public Facilities (per acre)		\$3,316.65
Educational Facilities (per acre)		\$3,316.65

The Storm Water System Impact Fee Fund was established April 20, 2004 by the City Council Resolution 04-26-R. The purpose of the Storm Water System Impact Fee is to finance the construction and expansion of Storm Water collection, drainage and retention system facilities in order to reduce impacts on storm water facilities caused by new development. Additionally, these improvements will ensure the City will continue to provide an effective and efficient storm water drainage system for it's citizens.

Basis: Impervious surface percentage factor from the Storm Drainage Master Plan along with an adjustment for a 20% reduction in fees for downtown uses to provide an impact dollar amount for each land use designation.

CITY OF HANFORD

Description and Fee Amount
GC 66001(d) and 66006
FY 2020-2021

WATER SYSTEM IMPACT FEES		
Resolution: 19-41-R	Effective Date:	1/6/2020
CATEGORY		FEE
Low Density Residential (per unit)		\$2,434.02
Medium Density Residential (per unit)		\$1,360.66
High Density Residential (per unit)		\$823.80
Neighborhood Commercial (per square foot)		\$1.0375
Regional Commercial (per square foot)		\$0.9049
Service Commercial (per square foot)		\$1.2543
Highway Commercial (per square foot)		\$1.0375
Office Residential (per square foot)		\$1.1157
Office (per square foot)		\$0.7213
Neighborhood Mixed Used (per square foot)		\$1.2933
Corridor Mixed Used (per square foot)		\$1.1654
Downtown Mixed Used (per square foot)		\$0.2466
Light Industrial (per square foot)		\$1.4603
Heavy Industrial (per square foot)		\$1.4888
Open Space (per square foot)		\$0.0000
Public Facilities (per square foot)		\$1.2543
Educational Facilities (per square foot)		\$0.6580

The Water System Impact Fee Fund was established April 20, 2004 by the City Council Resolution 04-24-R. The purpose of the Water System Impact Fee is to finance the construction and expansion of Water Facilities in order to reduce the impacts on Water Facilities caused by new development. Additionally, the fee will continue to provide for efficient water service to the citizens of the City and an adequate supply of quality water.

Basis: Water demand coefficient from the Water Master Plan and an adjustment for fire flow to determine an estimated total gallons of water per day for each land use designation.

CITY OF HANFORD

Description and Fee Amount
GC 66001(d) and 66006
FY 2020-2021

WASTEWATER IMPACT FEES		
Resolution: 19-41-R	Effective Date:	1/6/2020
CATEGORY		FEE
Low Density Residential (per unit)		\$2,084.51
Medium Density Residential (per unit)		\$1,668.65
High Density Residential (per unit)		\$1,521.46
Neighborhood Commercial (per square foot)		\$0.7017
Regional Commercial (per square foot)		\$0.7218
Service Commercial (per square foot)		\$0.7126
Highway Commercial (per square foot)		\$0.7017
Office Residential (per square foot)		\$1.5075
Office (per square foot)		\$0.7058
Neighborhood Mixed Used (per square foot)		\$1.3704
Corridor Mixed Used (per square foot)		\$0.9867
Downtown Mixed Used (per square foot)		\$0.4306
Light Industrial (per square foot)		\$0.8086
Heavy Industrial (per square foot)		\$0.9319
Open Space (per square foot)		\$0.0000
Public Facilities (per square foot)		\$0.7126
Educational Facilities (per square foot)		\$0.4385

The Wastewater System Impact Fee Fund was established April 20, 2004 by the City Council Resolution 04-25-R. The purpose of the Wastewater System Impact Fee is to finance the construction and expansion of Wastewater Facilities, relocation and expansion of wastewater holding ponds as well as the acquisition and development of effluent irrigation areas in order to reduce the impacts on Wastewater Facilities caused by new development.

Basis: Unit flow factor from the Wastewater Master Plan to determine an estimated total gallons per days of wastewater generated for each land use designation.

CITY OF HANFORD

Description and Fee Amount
GC 66001(d) and 66006
FY 2020-2021

REFUSE/RECYCLING IMPACT FEES		
Resolution: 19-41-R	Effective Date:	1/6/2020
CATEGORY		FEE
Residential Container/Equipment (per unit)		\$485.00
Commercial		
Per No. of 1 cubic yard dumpsters		\$850.00
Per No. of 2 cubic yard dumpsters		\$1,070.00
Per No. of 3 cubic yard dumpsters		\$1,140.00
Per No. of 6 cubic yard dumpsters		\$1,450.00

The Refuse and Recycling Development Impact Fee Fund was established November 1, 2005 by the City Council Resolution 05-63-R. The purpose of the Refuse/Recycling Impact Fee is to finance the acquisition of Refuse and Recycling Vehicles and Equipment in order to reduce the impacts on costs of additional Refuse and Recycling Vehicles and Equipment caused by new development. Additionally, the fee will continue to provide efficient and effective refuse and recycling services for the citizens of the City.

Basis: Estimated costs of solid waste trucks, containers and dumpsters, estimate of residential units, estimate of number of trucks needed for number of residences, cost of additional commercial containers based on use.



AGENDA STAFF REPORT

MEETING DATE: 12/21/2021	AGENDA SECTION: G
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SUBJECT:

Finance: Introduction of Ordinance No. 21-15, amending Chapters 2.48 of the City of Hanford Municipal Code to update the rules governing the purchase of goods and services for the City of Hanford.

RECOMMENDATION:

That the City Council, by motion, approve the Introduction of Ordinance No. 21-15, amending Chapters 2.48 of the City of Hanford Municipal Code to update the rules governing the purchase of goods and services for the City of Hanford.

BACKGROUND:

Staff recommends an update to the ordinance to authorize the City Manager to award up to \$50,000 for goods and services and provide for procedural updates through a Purchasing Policy in accordance with ordinance. Staff will adhere to City ordinance and select the vendor which can provide the best price and service. This update will provide more efficient purchasing processes for the City and encourage competitive procurement.

The City encourages active competition among bidders through its purchasing policy in the Hanford Municipal Code and abiding by the State Public Contracts Code to obtain the best and most qualified service for the least amount of cost. Also, where possible, the City strives to do business with local vendors. The City is required to follow the State Public Contracts Code when purchasing/contracting for public projects, in addition the City has opted to follow the Uniform Cost Accounting Act for Public Works Projects which adheres to City ordinance and outlines steps for when bids are required.

Three other areas of purchasing, professional services, goods/supplies and general services, are governed by the Hanford Municipal Code. A minimum of three bids will be required when possible and Council authorization will be required when over \$50,000 with exception of emergencies the City Manager shall have authorization. The Municipal Code does not define a

formal procedure for selecting professional services consultants, such as design professionals, architects, environmental and planning consultants etc. These services are typically solicited through a Request for Proposal process where the cost is not the determining factor in selecting the best proposal. The selection is qualitative and is based upon experience in the particular area requested, qualifications and reputation of the company/firm.

After the update of the Purchasing Ordinance staff will work to adopt a formal Purchasing Policy that adheres to City ordinance and State and Federal laws applicable to city procurement and will be able to keep up with ever changing State and Federal laws.

FISCAL IMPACT:

None.

ATTACHMENTS:

Ordinance to adopt Purchasing Amendments
Purchasing Ordinance - Redline

ORDINANCE NO. 21-15**AN ORDINANCE AMENDING HANFORD MUNICIPAL CODE CHAPTERS 2.48
RELATING TO MATTERS GOVERNING THE PURCHASING OF GOODS AND
SERVICES BY THE CITY OF HANFORD**

The City Council of the City of Hanford does ordain as follows:

Section 1: Hanford Municipal Code Chapter 2.48 contains regulations relating to the authority to purchase goods and services for the City of Hanford.

Section 2: The regulations contained in Chapter 2.48 were adopted many years ago, and the Council has determined that the chapters need updates for the effective oversight and approval of goods and services that are purchased for the City of Hanford.

Section 3: The City Council of the City of Hanford does ordain that Chapter 2.48 of the Hanford Municipal Code is hereby amended and restated as shown in the attached Exhibit "A", which is incorporated herein by reference.

Section 4: This ordinance shall take effect thirty (30) days after its passage and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage or a summary of this ordinance shall be published in the Hanford Sentinel in a manner consistent with the requirements of the California Government Code.

Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on _____, 2021, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED

Francisco Ramirez
MAYOR of the City of Hanford

ATTEST:

NATALIE CORRAL
CITY CLERK

Attachment: Ordinance to adopt Purchasing Amendments (Finance: Amendment to Purchasing Ordinance)

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Hanford on the 21ST day of December, 2021, and it was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the day ____ of _____, 2022.

NATALIE CORRAL
CITY CLERK

Attachment: Ordinance to adopt Purchasing Amendments (Finance: Amendment to Purchasing Ordinance)

Exhibit “A”

Chapter 2.48 PURCHASING SYSTEM

2.48.010 General.

Except as otherwise provided by state law and except as to public works projects, the Director of Finance shall be the officer in charge of the purchasing function and shall have the general responsibility for purchases of supplies and services for the use of all departments of the city. (Ord. 95-29 § 1, 1995; prior code § 2-5.01)

2.48.020 Duties and responsibilities.

A. Upon the receipt of a properly prepared purchase order and, provided the total purchase price of the services or supplies identified in the purchase order is fifty thousand dollars (\$50,000.00) or less, and so long as budgeted funds are available, the Director of Finance is authorized to order the services or supplies identified in the purchase order.

B. It shall be the duty of each department to use its best efforts to secure the lowest price for such services and supplies. The department may request bids from vendors, either verbally or in writing, or may give notice to vendors by one publication in a newspaper published in the city. In all cases, the city shall have the right to determine whether the bids from the vendors for the supplies or services requested actually meet announced specifications. The city shall have the right to waive any minor informality or minor irregularity in a bid. (Ord. 95-29 § 1, 1995; prior code § 2-5.03) (06-11, Amended, 12/05/2006)

C. The City Manager shall be the officer in charge to approve a Purchasing Policy for the City that outlines, in detail, processes of procurement for the City as prepared by the Director of Finance that adheres to thresholds and requirements as set by Council in Chapter 2.48.

2.48.030 Department requisitions.

Whenever any department requests the purchase of supplies or services, it shall file with the Director of Finance a department requisition on a form provided by the Director of Finance. All department requisitions shall bear the approving signature of the department head or his/her designated representative and shall specifically describe the services or supplies and the kind and quantity desired. A department requisition may also specify the brand or make of the supplies to be purchased. (Ord. 95-29 § 1, 1995; prior code § 2-5.03)

2.48.040 City purchase orders.

A. When the City intends to make a purchase, a city purchase order shall be issued (in accordance with City Purchasing Policy), which shall be addressed to the supplier, dated and numbered, and which shall specify the supplies or services to be purchased, the price, and the place or to whom the delivery of the supplies shall be made or for whom the services shall be rendered.

B. A copy of the city purchase order shall be delivered to the supplier, and the receiving copy shall be delivered to the department making the purchase. Upon the receipt of the services or supplies specified, a representative of the department head making the purchase shall acknowledge the receipt of supplies or services.

C. Any city employee who signs an acknowledgement of receipt shall have personal knowledge of what was received by examining such supplies or observing the rendering of such services and shall not

accept supplies or services which do not meet the specifications identified in the city purchase order. (Ord. 95-29 § 1, 1995; prior code § 2-5.04)

2.48.050 Purchase of fifty thousand dollars or less—Open market procedure.

A. The purchase of supplies or services of an estimated value in the amount of fifty thousand dollars (\$50,000.00) or less may be made in the open market without prior authorization from the Council.

B. Each purchase shall be based on at least three (3) quotations or bids, whenever possible, obtained by the department initiating the purchase. Purchases will be made from the lowest responsive qualified bidder. The purchase of some services may be selected from the highest qualified vendor with costs as a secondary factor or as required by state or federal law.

C. Each department may solicit bids in the manner described in subsection (B) of Section [2.48.020](#) of the chapter. The City shall keep a record of all quotations and bids submitted for a period of one year from the date of the bid. (Ord. 95-29 § 1, 1995; prior code § 2-5.05) (06-11, Amended, 12/05/2006)

2.48.060 Purchases exceeding fifty thousand dollars.

Purchases exceeding fifty thousand dollars (\$50,000.00) may be made either on an informal basis or on a formal competitive basis as identified below. In either case, however, the decision as to the acceptance or rejection of any bid shall be the responsibility of the Council.

A. Informal Basis. The procedure for purchases on an informal basis shall be in accordance with the provisions of subsections B. and C. of Section [2.48.050](#) of the chapter with subsequent acceptance or rejection by the Council of any bids received.

B. Formal Competitive Basis. To the extent consistent with state or federal law, if applicable, the procedure for purchases on a formal competitive basis shall be as follows:

1. A notice inviting bids shall be published in a newspaper of general circulation within the city by one or more insertions, the first of which shall be at least seven (7) days before the date for opening bids.

2. The notice inviting bids shall identify the amount of the bid security which must accompany the bid proposal. Bidders shall be entitled to the return of bid security provided, however, a successful bidder shall forfeit its bid security upon its refusal or failure to execute the city's contract for the purchase of the services or supplies within ten (10) days after the award of the bid has been approved by the Council. The Council may, on refusal or failure of the successful bidder to execute the City's contract, award the contract to the next lowest responsible bidder. If the Council awards the contract to the next lowest bidder, the amount of the lowest bidder's bid security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

3. All bids shall be delivered in a sealed envelope to the Director of Finance, or his/her designated representative, no later than the designated time for the opening of bids as identified in the notice inviting bids. The Director of Finance shall be custodian of such bids, and shall keep the same confidential until they are opened and declared.

4. All bids received shall be publicly opened and declared at the time and at the place identified in the notice inviting bids.

5. Thereafter, the bids shall be tabulated and analyzed by the city and presented to the City Council for award in accordance with this chapter. In some instances, City Council may preauthorize purchases and the City Manager may award if the contract is under the previously authorized City Council authorization.

6. The Council shall have the right to waive any minor informality or minor irregularity in a bid.

7. Contracts awarded by the Council shall be awarded to the lowest responsible bidder, except as otherwise provided in this chapter.

8. In its discretion, the Council may reject all bids presented. The Council may then readvertise for bids or authorize the department making the purchase to proceed with the purchase of the supplies or services on an informal basis pursuant to subsection A of this section, subject to final approval of the purchase by the Council.

9. The city may require that any person or entity who may provide services to the city post a performance bond with the city prior to the city's execution of the city contract for the services, in such an amount as the Council may find reasonably necessary to protect the interests of the city. If the Council requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

10. The provisions of this section shall not apply to work performed by the city with its own personnel and/or equipment or to materials, supplies or equipment obtained or purchased from any other governmental agency. (06-11, Amended, 12/05/2006; 95-29 § 1, 1995; prior code § 2-5.06)

2.48.070 Preference for local vendors.

The use of vendors who have a fixed business location within the city limits provides certain benefits to the city and its citizens, including, without limitation, the following:

- A. Receipt of sales tax revenue from sales made within the city limits;
- B. Cost savings resulting from local maintenance, repair, pick-up and delivery;
- C. Use of the local labor force.

Therefore, the city may allow the following preferences to vendors having a fixed business location within the city limits.

If the city receives two (2) or more bids, with all factors being equal except price, an adjustment of five percent (5%) of the quoted price may be afforded to the vendor having a fixed business location within the city limits. (Ord. 20-10 § 1, 2020; 95-29 § 1, 1995; prior code § 2-5.07)

Chapter 2.48 PURCHASING SYSTEM

2.48.010 General.

Except as otherwise provided by state law and except as to public works projects, the ~~d~~Director of ~~F~~inance shall be the officer in charge of the purchasing function and shall have the general responsibility for purchases of supplies and services for the use of all departments of the city. (Ord. 95-29 § 1, 1995; prior code § 2-5.01)

2.48.020 Duties and responsibilities.

A. Upon the receipt of a properly prepared purchase ~~order, and~~ order and, provided the total purchase price of the services or supplies identified in the purchase order is ~~twenty-five~~ thirty thousand dollars (\$~~20,000~~30,000.00) or less, and so long as budgeted funds are available, the ~~director of finance~~ Director of Finance is authorized to order the services or supplies identified in the purchase order. ~~The provisions of this section shall not apply to purchases of fuels, bituminous materials, and aggregate base for street purposes and related delivery costs provided that any such purchase shall not exceed the sum of thirty thousand dollars (\$30,000.00).~~

B. It shall be the duty of each department to use its best efforts to secure the lowest price for such services and supplies. The department may request bids from vendors, either verbally or in writing, or may give notice to vendors by one publication in a newspaper published in the city. In all cases, the city shall have the right to determine whether the bids from the vendors for the supplies or services requested actually meet announced specifications. The city shall have the right to waive any minor informality or minor irregularity in a bid. (Ord. 95-29 § 1, 1995; prior code § 2-5.03) (06-11, Amended, 12/05/2006)

C. The City Manager shall be the officer in charge to approve a Purchasing Policy for the City that outlines, in detail, processes of procurement for the City as prepared by the Director of Finance that adheres to thresholds and requirements as set by Council in Chapter 2.48.

2.48.030 Department requisitions.

Whenever any department requests the purchase of supplies or services, it shall file with the ~~director of finance~~ Director of Finance a department requisition on a form provided by the ~~director of finance~~ Director of Finance. All department requisitions shall bear the approving signature of the department head or his/her designated representative and shall specifically describe the services or supplies and the kind and quantity desired. A department requisition may also specify the brand or make of the supplies to be purchased. (Ord. 95-29 § 1, 1995; prior code § 2-5.03)

2.48.040 City purchase orders.

A. When the ~~director of finance~~ City makes-intends to make a purchase, ~~he shall issue~~ a city purchase order shall be issued (in accordance with City Purchasing Policy), which shall be addressed to the supplier, dated and numbered, and which shall specify the supplies or services to be purchased, the price, and the place or to whom the delivery of the supplies shall be made or for whom the services shall be rendered.

B. ~~The original~~ A copy of the city purchase order shall be delivered to the supplier, and the receiving copy shall be delivered to the department making the purchase. Upon the receipt of the services

or supplies specified, ~~the receiving copy shall be signed by~~ a representative of the department head making the purchase ~~to shall~~ acknowledge the receipt of supplies or services.

C. Any city employee who signs an acknowledgement of receipt shall have personal knowledge of what was received by examining such supplies or observing the rendering of such services and shall not accept supplies or services which do not meet the specifications identified in the city purchase order. (Ord. 95-29 § 1, 1995; prior code § 2-5.04)

2.48.050 Purchase of ~~twenty-five~~ thousand dollars or less—Open market procedure.

A. The purchase of supplies or services of an estimated value in the amount of ~~twenty-five~~ thousand dollars (\$~~20,000~~50,000.00) or less may be made in the open market without prior authorization from the ~~council~~Council.

B. Each purchase shall be based on at least three (3) quotations or bids, whenever possible, obtained by the department initiating the purchase. Purchases will be made from the lowest responsible responsive qualified bidder. The purchase of some services may be selected from the highest qualified vendor with costs as a secondary factor or as required by state or federal law.

C. Each department may solicit bids in the manner described in subsection (B) of Section 2.48.020 of the chapter ~~or by any other method common in the industry.~~ Each department~~The City~~ shall keep a record of all quotations and bids submitted for a period of one year from the date of the bid. (Ord. 95-29 § 1, 1995; prior code § 2-5.05) (06-11, Amended, 12/05/2006)

2.48.060 Purchases exceeding ~~twenty-five~~ thousand dollars.

Purchases exceeding ~~twenty-five~~ thousand dollars (\$~~20,000~~50,000.00) may be made either on an informal basis or on a formal competitive basis as identified below. In either case, however, the decision as to the acceptance or rejection of any bid shall be the responsibility of the ~~council~~Council. ~~The provisions of this section 2.48.060 shall not apply to the purchase of fuels, bituminous materials, and aggregate base for street purposes and related delivery costs provided that any such purchase shall not exceed the sum of thirty thousand dollars (\$30,000.00).~~

A. Informal Basis. The procedure for purchases on an informal basis shall be in accordance with the provisions of subsections ~~(b)B.~~ and ~~(c)C.~~ of Section 2.48.050 of the chapter with subsequent acceptance or rejection by the ~~council~~Council of any bids received.

B. Formal Competitive Basis. To the extent consistent with state or federal law, if applicable, the~~applicable, the~~ procedure for purchases on a formal competitive basis shall be as follows:

1. A notice inviting bids shall be published in a newspaper of general circulation within the city by one or more insertions, the first of which shall be at least seven (7) days before the date for opening bids.

2. The notice inviting bids shall identify the amount of the bid security which must accompany the bid proposal. Bidders shall be entitled to the return of bid security provided, however, a successful bidder shall forfeit its bid security upon its refusal or failure to execute the city's contract for the purchase of the services or supplies within ten (10) days after the award of the bid has been approved by the ~~council~~Council. The ~~council~~Council may, on refusal or failure of the successful bidder to execute the ~~e~~City's contract, award the contract to the next lowest responsible bidder. If the ~~council~~Council awards the contract to the next lowest bidder, the amount of the lowest bidder's bid security shall be applied by

the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

3. All bids shall be delivered in a sealed envelope to the ~~director of finance~~Director of Finance, or his/her designated representative, no later than the designated time for the opening of bids as identified in the notice inviting bids. The ~~director of finance~~Director of Finance shall be custodian of such bids, and shall keep the same confidential until they are opened and declared.

4. All bids received shall be publicly opened and declared at the time and at the place identified in the notice inviting bids.

5. Thereafter, the bids shall be tabulated and analyzed by the ~~director of finance~~city and presented to the City Council for award in accordance with this chapter. In some instances, City Council may preauthorize purchases and the City Manager may award if the contract is under the previously authorized City Council authorization.

6. The ~~council~~Council shall have the right to waive any minor informality or minor irregularity in a bid.

7. Contracts awarded by the ~~council~~Council shall be awarded to the lowest responsible bidder, except as otherwise provided in this chapter.

8. In its discretion, the ~~council~~Council may reject all bids presented. The ~~council~~Council may then readvertise for bids or authorize the department making the purchase to proceed with the purchase of the supplies or services on an informal basis pursuant to subsection A of this section, subject to final approval of the purchase by the ~~council~~Council.

9. The city may require that any person or entity who may provide services to the city post a performance bond with the city prior to the city's execution of the city contract for the services, in such an amount as the ~~council~~Council may find reasonably necessary to protect the interests of the city. If the ~~council~~Council requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

10. The provisions of this section shall not apply to work performed by the city with its own personnel and/or equipment or to materials, supplies or equipment obtained or purchased from any other governmental agency. (06-11, Amended, 12/05/2006; 95-29 § 1, 1995; prior code § 2-5.06)

2.48.070 Preference for local vendors.

The use of vendors who have a fixed business location within the city limits provides certain benefits to the city and its citizens, including, without limitation, the following:

- A. Receipt of sales tax revenue from sales made within the city limits;
- B. Cost savings resulting from local maintenance, repair, pick-up and delivery;
- C. Use of the local labor force.

Therefore, the city may allow the following preferences to vendors having a fixed business location within the city limits.

If the city receives two (2) or more bids, with all factors being equal except price, an adjustment of five percent (5%) of the quoted price may be afforded to the vendor having a fixed business location within the city limits. (Ord. 20-10 § 1, 2020; 95-29 § 1, 1995; prior code § 2-5.07)



AGENDA STAFF REPORT

MEETING DATE: 12/21/2021	AGENDA SECTION: A
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SUBJECT:

Administration: Authorization to enter into a contract with Integrated Avian Solutions to provide Falconer services, to continue to move the Crow Population in Downtown Hanford, for an amount not to exceed \$55,600 for Calendar Year 2022.

RECOMMENDATION:

That the City Council, by motion, authorize the City Manager to enter into a contract with Integrated Avian Solutions for an amount not to exceed \$55,600, and approve an appropriation of \$10,000.00 from the Central Parking and Improvement Fund and \$45,600 from the General Fund to cover the expenditure.

BACKGROUND:

Large concentrations of American crows gather to roost in downtown Hanford year-round, reaching the highest numbers in the fall and winter. They come from the surrounding agricultural areas and residential neighborhoods to begin assembling just before sunset. The birds eventually settle in to roost in street trees and on power lines, and during the course of the night leave an unsightly and unhygienic mess on the sidewalks, benches, restaurant tables, lamp posts, parked vehicles, and everything else beneath them. Pressure washing can be cost-prohibitive and does not address the root of the problem. With the move of Thursday Night Market Place into the Civic Park and the hugely successful Winter Wonderland, the City now has two signature events in the downtown that span 9 months out of the year. Those events amplify the need to keep the crows from roosting in the downtown area.

Crows have roosted in downtown Hanford for decades. However, the population has escalated in recent years to levels that are now deemed problematic by much of the affected business community. Local businesses have filed complaints with the city and with Main Street Hanford.

Up until 2020, the approach to dealing with a growing Crow problem in the Downtown has been largely reactive. Through the efforts of the Main Street Hanford organization, they were able to work with the Falconer to dramatically reduce the crow population in downtown Hanford. Main

Street Hanford continues to support the Crow Abatement and, accordingly, their board has voted to continue to support the program at a level of \$10,000 for Calenda Year 2022.

Past results have proven that a year-long program with the firm Integrated Avian Solutions would be advantageous in relocating the Crow population to a more appropriate roosting and nesting environment away from local businesses.

FISCAL IMPACT:

Appropriations of \$10,000 from Fund 025 Central Parking and Improvments and \$45,600 from the General Fund.

ATTACHMENTS:

Hanford Crow Proposal_2022

INTEGRATED AVIAN SOLUTIONS

Falconry-based Bird Abatement for Industry & Agriculture

California, Oregon, Washington

www.avian-solutions.com

845.532.5401



Bird Abatement Proposal

19 November 2021

PURCHASER

City of Hanford

PURCHASER'S REPRESENTATIVE

Mario Cifuentez (City Manager) – 559.585.2516

Integrated Avian Solutions (Vendor) has successfully cleared roosting crows from an approximately 30-block area of downtown Hanford, CA for the past 3 winters. Due to the project's success we began providing year-round services over an expanded project area in 2021. Our work has provided an effective solution to the long-standing crow problem in Hanford, and virtually eliminated unsightly crow droppings. The need for a year-round crow abatement program in Hanford is evident and has been requested by several prominent businesses, including FAST Credit Union, Smart & Final, Aria Health Clinic, and Staples.

We propose continuing the year-round program in 2022 (January 1 – December 31). The project area (Page 5) includes the core of Hanford's BID as well as Woodrow Wilson and the surrounding businesses along 11th Ave. This proposal offers considerable value, in that we can expand the project area and deliver the work year-round for less than a 25 % increase over the cost of our previous 6-month program.

Our proposed Schedule of Services is outlined on Page 2. Given the success of our program in 2021 we suggest this same scheduling. To ensure we can respond to any pulses or anomalies in crow behavior we have also included 5 contingency shifts to be used as needed. Services for year-round work will be billed at \$400 per day and total program costs will not exceed \$55,600 for the entirety of 2022.

Thank you for the opportunity to present our proposal. We look forward to helping you keep your community clean again this year.

Sincerely,

Adam Baz
Project Manager
845.532.5401

Kort Clayton
Principal
971.217.0080

SCHEDULE OF SERVICES

<u>Month</u>	<u>Shifts/week</u>	<u>Total shifts</u>	<u>Rate</u>	<u>Cost</u>
January	3	12	400	4,800
February	3	12	400	4,800
March	3	14	400	5,600
April	3	13	400	5,200
May	2	9	400	3,600
June	2	9	400	3,600
July	2	8	400	3,200
August	2	9	400	3,600
September	2	9	400	3,600
October	3	13	400	5,200
November	3	13	400	5,200
December	3	13	400	5,200
Contingency	--	5	400	2,000*
				\$55,600*



SCOPE OF WORK

EXISTING SITUATION

Impressive numbers of American crows gather to roost in downtown Hanford year-round, reaching the highest numbers in the fall and winter. They come from the surrounding agricultural areas and residential neighborhoods to begin assembling just before sunset. The birds eventually settle in to roost in street trees and on power lines, and during the course of the night leave an unsightly and unhygienic mess on the sidewalks, benches, restaurant tables, lamp posts, parked vehicles, and everything else beneath them. Pressure washing can be cost-prohibitive and does not address the root of the problem.

Crows have roosted in downtown Hanford for decades. However, the population has escalated in recent years to levels that are now deemed problematic by much of the affected business community. Local businesses have filed complaints with the city and with Main Street Hanford. Past efforts made by City Council and the Hanford Police Department—including shooting crows and amplifying predator calls—have been unsuccessful and inhumane.

At the request of Main Street Hanford, we first initiated a falconry-based crow control program on 1 October 2018, covering 30 blocks in historic downtown Hanford. Upon arrival we found high numbers of crows roosting in street trees throughout the BID, with notable pockets around the McDonalds, Burger King, FAST Credit Union, train station, and car dealership on 11th Ave. Within weeks of initiating our services the crows were absent from the project area, and remained at bay for the duration of the program. We were able to achieve these same results the following 2 years. Businesses have been exceptionally pleased with the results. We are the only company to have successfully implemented a crow abatement project of this scale, and we look forward to bringing our experience and knowledge to further resolve your crow problem in Hanford.

BIRD CONTROL PROCESS

Bird abatement is accomplished through hazing, which is any number of methods used to intimidate and displace pest birds. Conventional hazing tools such as amplified predator calls, reflective mylar strips, raptor decoys, propane canons, and pyrotechnic noisemakers only yield temporary results because they quickly lose effectiveness as pest birds become acclimated.

We use a falconry-based hazing program. This method works, and because birds have an intrinsic fear of raptors, efficacy does not diminish. The sight of a hawk or falcon flying with purpose always compels birds to abandon what they are doing and flee the area. Birds never become habituated to the threat posed by a live, free-flying raptor.

Our abatement team will include two licensed falconers with Harris's hawks. The team will strategically clear the project area by "sweeping" crows from primary roosting corridors. Specifically, a falconer will walk along a street occupied by crows and their hawk will fly from perch to perch (including trees, signs, buildings, and the falconer's glove). This approach will elicit a strong antipredator response from the crows, which will retreat as the hawk approaches. The crows will quickly learn that the project area is no longer a comfortable or safe place for them to loiter or roost.

Falconers will work both independently and in coordination to efficiently clear the entire project area during each shift. Our team will adapt tactics to achieve maximum impact each night. For example, each falconer may work separate areas with their hawks, or we may work together by deploying



multiple hawks in the same area. We will coordinate between falconers and execute flanking maneuvers to steer retreating crows outside of the project area.

PROJECT DESCRIPTION

A. Vendor shall furnish the labor and falconry-trained raptors to assist in the abatement of roosting crows within the project area. Vendor is well experienced in bird abatement and possesses the relevant licenses and permit. All raptors used will be legally allowed for bird abatement.

B. Services will commence on 1 January 2022.

C. Services will include mobilization/demobilization to and from the project area, assessment and observation of pest birds, free flying of raptors, raptor feeding and maintenance, equipment maintenance, and tracking of wayward or lost raptors if required. Raptors are the primary method of bird abatement, but our falconers may use other tools such as noisemakers and visual deterrents (e.g., tree tappers, laser pointers, whistles, etc.).

D. Abatement activities will begin around sunset when crows are staging to roost. Shifts will end once crows have retreated from the project area. Some pre-dawn shifts may also be implemented if needed.

E. Vendor and Vendor's falconers are independent contractors and are not employees of Purchaser.

F. Purchaser shall assist Vendor in properly advertising the project and notifying relevant stakeholders (e.g., Police Department, City officials, local businesses, etc.) of the proposed activities.

G. Vendor shall submit monthly invoices to Purchaser. Payment terms are Net 15. Invoices remaining unpaid beyond thirty (30) days may be subject to service charge of 5% per annum.

H. This Proposal is confidential and contains proprietary information and intellectual property of Vendor. The rates, schedule, scope-of-work or other elements may not be disclosed to anyone outside this agreement without the express written permission of Vendor.

I. This agreement incorporates Vendor's standard Terms and Conditions (available upon request).



PROJECT AREA MAP



DEMONSTRATION OF RESULTS

The following images provide a before-and-after look at the crow situation during our work in Hanford. “Before” images are from October 2018, when the project began. “After” images are from December 2018, part way through our hazing efforts. The shaded green represents areas of crow activity, and the red line delineates the current project area.



ABOUT US

Integrated Avian Solutions is a network of talented falconers, experienced wildlife biologists, and passionate bird management professionals. We take a long and comprehensive view of every new opportunity and bring all our faculties and resources to bear with the singular goal of solving your bird problem. Our company is unique in that it is run and managed by falconers who also hold graduate degrees in wildlife biology. Thus, we offer a deep and unparalleled understanding of avian biology, which is invaluable for managing nuisance bird problems. Falconry is the foundation of our business and the most powerful bird management tool on the market. When everything else falls short, pest birds will not ignore the threat posed by a free-flying falcon or hawk. Our falconry programs are turn-key, natural, non-lethal, and sustainable.



Kort Clayton (Principal) is a Master Falconer with 25 years of experience. He has delivered and managed bird abatement services for a broad spectrum of clients, including vineyards, berry farms, solid waste, commercial real estate, and heavy industry. Kort holds an M.Sc. in Wildlife Biology and is well versed in both state and federal wildlife regulations from his 15 years of environmental consulting experience. He was a former Director and President of the Oregon Falconers Association.



Adam Baz (Project Manager) is a licensed falconer and holds an M.Sc. in Avian Biology from Portland State University. He has worked as a wildlife biologist for over 10 years throughout California and Oregon, focusing on birds and human-wildlife conflicts. He delivers abatement services and manages contracts throughout central and southern California.





AGENDA STAFF REPORT

MEETING DATE: 12/21/2021	AGENDA SECTION: B
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SUBJECT:

Fire: Adoption of resolution No. 21-56-R, authorizing the City Manager to execute the application for the Emergency Vehicle Replacement grant program offered by the San Joaquin Valley Air Pollution Control District (SJVAPCD).

RECOMMENDATION:

That the City Council, by motion, Adopt resolution No. 21-56-R, to authorize the City Manager to execute a grant application for the Emergency Vehicle Replacement grant program offered by the San Joaquin Valley Air Pollution Control District (SJVAPCD).

BACKGROUND:

The purpose for this Resolution is to be able to apply for a grant through the SJVAPCD that, if funded, could be used to replace aging, gross polluting emergency apparatus (fire engines). This is simply the first step in the process to try to secure funding under the Program. Should the grant be awarded, Council would then determine whether to accept the funds and, if so determined, which pieces of equipment to replace. There is no obligation to accept grant funding should it be awarded.

With Council approval, fire department staff will complete the grant application and submit with the City Manager to review and sign. Once submitted, SJVAPCD will assess the application and vehicle information to determine the funding amount. The Emergency Vehicle Replacement Program funds on a first-come first-served basis and may fund up to 90% of the vehicle replacement value, depending on specific criteria. Funding criteria includes; demographics of area served, miles traveled, fuel usage, and age of the vehicle(s) being replaced. The SJVAPCD will fund \$30,000 per metric ton of emissions reduced. Additionally, the vehicles being replaced must be destroyed. Attached are the full guidelines for the program.

The vehicles that the City is proposing to replace are a 1998 Ferrara Spartan and a 2004 Pierce Saber. Both vehicles are already in reserve status with the department. The Ferrara Spartan needs significant repairs, should we wish to continue it in reserve status. The 2004 Pierce Saber

has been a workhorse for the department but has needed more repairs as it continues to get older. The 1998 Ferrara has exceeded its expectant work life. The 2004 Pierce is reaching its end, but this opportunity may be worth exploring, depending on the grant value.

Council may choose to decline funding at any time. Steps to complete the process are outlined below.

1. Apply for the grant
2. SJVAPCD receives and reviews application to determine eligibility
3. If application is accepted, SJVAPCD will assign an inspector to review apparatus
4. If approved, SJVAPCD will draft a contract for Council approval
5. Council will decide whether to proceed with replacing reserve apparatus
6. If approved, Council will need to approve an additional Resolution to accept the grant
7. Purchasing replacement apparatus will go through current purchasing process and SJVAPCD will pay the City upon receipt of a completed Claim for Payment packet
7. If denied, staff will notify SJVAPCD of our discontinuance in the grant process

Should the reserve apparatus be replaced, current front-line apparatus will be placed into reserve status. Both engines are 2014 Pierce Impel apparatus. Both engines are in good condition but have started to spend significant time out of service for repairs. Some issues are due to supply chain disruptions and others due to staffing at specialty repair facilities, outside the city. Many fire departments in the area are having the same problems. Recently, the fire department had to borrow an engine from Kings County to continue to provide service to the community. We have also had to run out of a patrol for periods of time due to apparatus repairs. Our Fleet department is doing an excellent job trying to keep up, but coupled with other city vehicles and the inability to get parts has hindered our efforts on more than a few occasions.

Again, there is no obligation to accept this grant should it be awarded. However, it is unknown the value of our reserve apparatus until this application is completed. Additionally, there are other options that may come out of determining total value SJVAPCD places on removing the aging apparatus. It all starts with determining value.

FISCAL IMPACT:

None at this time. Should Council choose to accept the grants and purchase new apparatus, those costs will come out of the General fund and would likely be a minimum of \$200k.

ATTACHMENTS:

SJVAPCD Application Resolution
Program Guidelines

RESOLUTION 21-56-R
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD
APPROVING THE APPLICATION FOR A SJVAPCD EMERGENCY VEHICLE
REPLACEMENT PROGRAM GRANT

WHEREAS, the SJVAPCD has developed an Emergency Vehicle Replacement Program, as described in the California Vehicle Code 165, including pumper trucks, ladder trucks, water tenders, and other diesel-powered emergency vehicles with the latest generation of clean technology; and

WHEREAS, said procedures established by the SJVAPCD require the applicant to certify by resolution the approval of the application before submission of said application; and

WHEREAS, successful applicants will enter into a contract with the SJVAPCD to complete the Grant Scope project;

NOW THEREFORE, BE IT RESOLVED that the City Council hereby: approves the filing of an application with the SJVAPCD Emergency Vehicle Replacement Program grant; and

1. Certifies that said applicant has authorized diesel emergency vehicles as described in the CA Vehicle Code 165; and
2. Certifies that said applicant have an apparatus with a diesel-powered engine with a model year of 2009 or older; and
3. Certifies that said applicant have an apparatus with a gross vehicle weight rating (GVWR) greater than 14,000 pounds; and
4. Certifies that said applicant have an apparatus with registered in the State of CA and based within the boundaries of the SJVAPCD Air Basin; and
5. Certifies that said applicant own the apparatus for the past 24 months; and
6. Certifies that said applicant have an apparatus with operate at least 50% of the time within the District boundaries, and at least 75% of the time in the State of CA; and
7. Certifies that said applicant will replace apparatus equipped with an engine that is certified by CARB and meets or exceeds 2010 emission standards of .20 g/bhp-hr NOx; and
8. Certifies that said applicant will utilize replacement apparatus with the intent to perform the same functions as the old apparatus in the same weight class; and
9. Delegates the authority to the City Manager to conduct all negotiations, sign and submit documents, and payment requests, including, but not limited to applications, agreements, amendments and payment requests, which may be necessary for the completion of the Grant Scope, and
10. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulation and guidelines.
11. Will consider promoting inclusion per Public Resources Code §80001 (b)(8 A-G).

ADOPTED ON December 21, 2021, by the City Council of the City of Hanford by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

FRANCISCO RAMIREZ
MAYOR of the City of Hanford

Attest:

NATALIE CORRAL
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 21st day of December, 2021.

Date: _____

City Clerk

Attachment: SJVAPCD Application Resolution (Fire: SJAPCD Application Resolution)

**SAN JOAQUIN VALLEY
AIR POLLUTION CONTROL DISTRICT**

EMERGENCY VEHICLE REPLACEMENT PROGRAM

PROGRAM GUIDELINES

The San Joaquin Valley Air Pollution Control District (SJVAPCD) is currently accepting applications requesting monetary incentives to replace existing in-use emergency vehicles with new reduced-emission replacement vehicles, according to the terms and conditions described in these guidelines. For additional information, assistance or to receive application materials, please contact:

**San Joaquin Valley Air Pollution Control District
Strategies and Incentives Department
1990 East Gettysburg Avenue
Fresno, CA 93726-0244**

You may also contact us by phone, email, or visit our website:

(559) 230-5800
grants@valleyair.org
www.valleyair.org/grants

Attachment: Program Guidelines (Fire: SJAPCD Application Resolution)

PROGRAM REQUIREMENTS

I. COMPONENT OVERVIEW

FUNDING

1. Projects will be funded up to 80% of the eligible cost, not to exceed \$30,000 per ton of emissions reduced. For vehicles that are located within State designated Disadvantaged Communities or Low Income Communities, projects will be funded up to 90% of eligible costs not to exceed \$30,000 per ton of emissions reduced.
 - A. The maximum eligible incentive amount is calculated up to the cost-effectiveness limit and percentage limits **may not** necessarily reflect the maximum funding amount.
 - B. Eligible incentive amounts may be reduced after the claim for payment has been finalized, depending on all eligible items invoiced.
2. Eligible project costs include items that are essential to the operation of the vehicle such as the cab, chassis, and parts that are integrated into the vehicle (except those listed below)
 - A. Ineligible costs are:
 - a. Items that are not bolted on and are movable, such as the tank on the water tender.
 - b. Tax and transport for eligible parts or costs.
 - c. Labor for installation of or modification to parts eligible for funding.

GENERAL INFORMATION

3. Eligible applicants must be cities, counties, fire protection districts or other public entities.
4. Funds are provided on a first come, first served basis and applicants must obtain approval and have a signed, executed contract from the District prior to the purchase or transfer of any equipment. Any equipment purchased or transferred **prior** to contract execution is **ineligible**.
5. Submission of a program application **does not** guarantee funding.
6. Eligible projects are those in which a new or used replacement vehicle with an engine meeting the current model year California emission standard replaces an older, more polluting equipment or vehicle. The older, replaced vehicle **must be** destroyed.
7. Eligible Vehicles: Authorized emergency vehicles as described in the California Vehicle Code 165 including, but not limited to fire apparatus, pumpers, ladder trucks, and water tenders. Other diesel-powered fire trucks and emergency vehicles considered on a case-by-case basis.
8. The main engine providing motive power to the fire apparatus is eligible for funding. Auxiliary engines are ineligible.
9. Two-for-One Replacement Option:
 - A. Projects in which two old vehicles of similar design and function are replaced with one vehicle will be considered on a case-by-case basis.
 - B. The two old vehicles must be in the same weight class (LHD, MHD, or HHD) but may be in different weight classes if there is a ten percent or less variation in GVWR.

- C. The maximum incentive funding amount will be based on the lighter weight class of the two vehicles.
- D. The replacement vehicle's annual usage will be calculated by adding the annual usage of both old vehicles together. The maximum annual usage that can count toward grant determinations for the two baseline vehicles is 30,000 miles each for a maximum total annual usage of 60,000 miles for the replacement vehicle.
- E. The replacement vehicle is eligible for only one grant based on the combined usage of the old vehicles.

10. Fire Truck Reuse Option:

- A. This option allows fire departments to pass down the first baseline fire truck to another fire department to replace an even older second baseline vehicle.
- B. Projects will be considered on a case-by-case basis, please contact District staff for more information

II. ELIGIBILITY REQUIREMENTS

EXISTING (OLD) VEHICLE:

1. Authorized emergency vehicles as described in the California Vehicle Code 165 including, but not limited to fire apparatus, pumpers, ladder trucks, and water tenders.
2. The existing vehicle must:
 - A. Be based within the boundaries of the SJVAPCD Air Basin as shown through vehicle registration.
 - B. Have a diesel powered engine with a model year of 2009 or older.
 - C. Have a Gross Vehicle Weight Rating (GVWR) of 14,001 or more pounds (Class 4 - Class 8).
 - D. Be owned by the applicant for the past 24 months.
 - E. Be registered in California.
 - F. Have a title free of any lien holders, on which the applicant is listed as the registered owner of the vehicle.
 - Titles on which the lien holder has signed the release of interest for the vehicle will be accepted.
 - G. Operate at least fifty percent (50%) of the time within the District boundaries (page 9) and at least seventy five percent (75%) of the time within the state of California for the past 24 months prior to the application submission date.
 - H. Be in operating condition at the time of application submission.
 - Operating condition will be determined through an inspection process conducted by District staff prior to issuing a contract. Vehicles found to be non-operational during the inspection process will be deemed ineligible for the Program.
3. Provide proof of insurance for the past 24 months that is specific to the current vehicle.

REPLACEMENT (NEW) VEHICLE:

1. Be equipped with an engine that is certified by CARB and meets or exceeds the 2010 emission standard of 0.20 g/bhp-hr NO_x (FEL and CERT values).
2. The replacement vehicle must:
 - A. Perform the same function as the old vehicle.
 - B. Be registered in California.
 - C. Have the same axle and body configuration as the old vehicle. Slight changes based on the latest technology may be allowed on a case-by-case basis. Requests for changes must be submitted and approved by the District prior to the purchase of the replacement vehicle.
 - D. Have a clean title prior to purchase. The replacement vehicle must not have a salvage title and must not have been in an accident, repaired, and became available for resale.
 - E. Be in the same weight class as the existing vehicle (either LHD, MHD, or HHD)
 - An MHD vehicle can replace an HHD vehicle if they both have the same axle configuration (e.g. an existing HHD vehicle with two axles can be replaced with an MHD vehicle with two axles) but the funding amount must be at the MHD funding level.

Heavy-Duty On-Road Vehicle Classification	GVWR
Light Heavy-Duty (LHD)	14,001 to 19,500 pounds (class 4-5)
Medium Heavy-Duty (MHD)	19,501 to 33,000 pounds (class 6-7)
Heavy Heavy-Duty (HHD)	Over 33,000 pounds (class 8)

- E. Be powered by an engine certified to the applicable heavy-duty intended service class as shown on the engine certification Executive Order. However, the following cases may be allowed on a case-by case basis:
 - MHD engines may be installed in HHD vehicles with GVWR up to 36,300 lbs. (ten percent higher than 33,000 lbs. GVWR) with written warranty verification by the engine and chassis manufacturer. A copy of the written warranty verification must be provided to the District prior to approval.
 - HHD engines may be installed in MHD vehicles if necessary for vocational purposes but only if the GVWR are within ten percent of the HHD intended service class (i.e., GVWR of 29,701 lbs. or greater).
- F. Horsepower: The replacement engine horsepower must be no more than 25 percent greater than the existing engine horsepower.
- G. For used replacement vehicles, the vehicle must have less than the miles indicated below on the odometer as verified at time of post-inspection:
 - Class 8 HHD Vehicle – less than 500,000 miles on the odometer
 - Class 7 MHD Vehicle - less than 250,000 miles on the odometer

- Class 4 – 6 LHD Vehicles – less than 150,000 miles on the odometer

III. PARTICIPANT REQUIREMENTS:

1. **Not purchase, make payments toward, and/or take possession of new equipment prior to receiving a fully executed contract from the SJVAPCD.**
2. Must currently own and operate the old vehicle, a copy of the old vehicle title must be submitted.
3. Provide an itemized quote for replacement vehicle from an authorized seller/dealer with full contact information.
4. Proof of annual mileage for the past 24 months specific to the current truck on the application.
 - A. Acceptable forms of usage documentation can include, but are not limited to, maintenance records showing the date and odometer reading, GPS Reports with date range and total miles traveled, and CHP Inspection forms with date and odometer reading.
 - B. Documentation must clearly identify the truck on application.
5. Remain the owner of the new vehicle through the full term of the agreement.
 - A. If the new vehicle is sold during the agreement term, then the new owner of the vehicle must assume the agreement obligations with the District and comply with the terms and conditions outlined in the original agreement. The District must approve the vehicle ownership change prior to its sale.
6. Operate at least seventy-five percent (75%) of the new replacement vehicle's annual usage within California and fifty percent (50%) within District boundaries.
7. Maintain the replacement vehicle in accordance with manufacturer specifications.
8. Maintain replacement value insurance for the replacement vehicle through the full term of the agreement. If the replacement vehicle is in an accident, the participant must notify the District within 14 days. A police report of the accident, a letter from the insurance, and any additional documents to the District must be submitted. If possible, the applicant must repair and return the vehicle to operation.
9. Ensure the old vehicle is destroyed or rendered permanently in-operable. Destruction must be performed by a participating dismantler contracted with the District.
10. Submit annual reports to the District through the full term of the agreement.
11. Warranty requirements: The following warranty requirements apply:
 - A. All participants must obtain a minimum of a one-year or 100,000 mile major component engine warranty for the replacement new or used vehicles. The warranty must cover parts and labor. If the purchase of a new or used replacement vehicle already includes a minimum one year or 100,000 mile warranty as specified above, a separate supplemental warranty is not required.
12. The participant takes sole responsibility for ensuring that the vehicle is in operational condition throughout the agreement period.
13. Participant agrees to have the "Funded in part by the Valley Air District" sticker attached to the new replacement vehicle (sticker will be provided and attached by a District inspector during the post-

inspection prior to incentive reimbursement). District inspector and recipient will have a mutual agreement upon on the location of the sticker, where it best fits. Funding will not be dispersed if the aforementioned sticker is not attached and visible for the post-inspection pictures. See below for a picture of the 4"x5" sticker:



IV. PROCESS OVERVIEW:

1. All applications received will be subject to a review process, which will include the following:
 - A. Verification of the vehicle owner's eligibility to participate in the Program.
 - B. Verification that the proposed project is consistent with these Guidelines.
2. If the application is incomplete, a letter and/or an email will be sent to the applicant indicating the reason(s).
3. If the application is ineligible, it will be canceled and a letter will be sent to the applicant indicating the reason(s).
4. When the application has been deemed complete, the project will be assigned for inspection by District staff. A District inspector will contact the applicant to schedule the inspection.
5. Contracts will be issued on a first come, first served basis until program funds are exhausted. A step-by-step process is as follows:
 - A. Upon completion of staff review, a draft contract is offered.
 - B. Applicant reviews contract, signs and returns to District.
 - C. District approves and signs.

- D. Copy of executed contract is provided to applicant.
- E. New vehicle purchase can be made.
- 6. Payments from the District shall be made directly to the participant named on the contract upon receipt of a completed Claim for Payment packet submitted by the participant to the District.
- 7. Projects that are awarded a contract will be subject to a minimum **project life of 5 years and up to a maximum** of fourteen (14) years commencing on the day the replacement vehicle is purchased, as indicated on the dealership's final sales invoice.
 - A. Applicants will be required to submit annual reports to the District for the life of the project. Annual reports will be provided by the District and mailed to applicants annually approximately one year from the date of the final sales invoice.

V. GENERAL:

- 1. The District may consider projects that deviate from the guidelines on a case-by-case basis.
- 2. Remedies for project non-performance may include, but are not limited to, the following:
 - A. Recovery of all or a portion of the Program funds.
 - B. Other fiscal penalties on the vehicle owner based on the severity of non-performance.
 - C. Cancellation of the contract.
 - D. Prohibiting the vehicle owner from participating in future District incentive programs.
 - E. Prohibiting a specific vehicle from participating in other District incentive programs.

VI. INSPECTION

The following inspection are required to be completed. A District inspector will contact the vehicle owner to schedule a time to perform the inspections at the appropriate times throughout the process. A visual inspection of the vehicle along with photographs of the vehicle, VIN number, GVWR, and engine information will be obtained and reviewed.

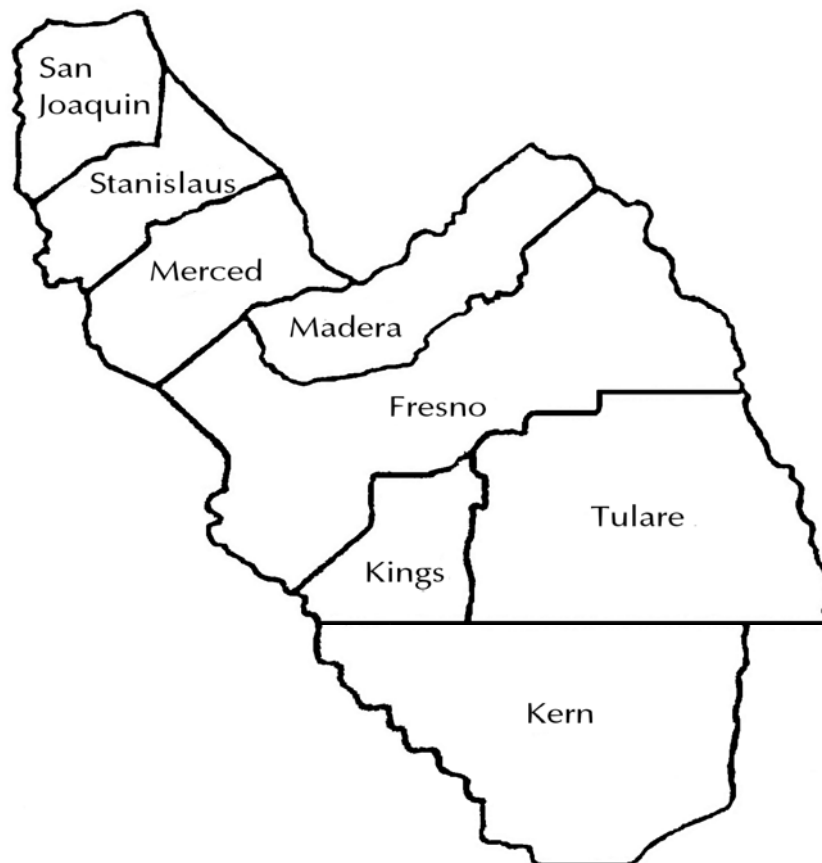
- 1. Pre-Inspection – completed prior to contract offer
 - A. Upon receipt of a complete application, District staff will assign the project for pre-inspection.
 - The current vehicle must be in operational condition at the time of application submission **and** District pre-inspection.
- 2. Post Dismantle Inspection – completed at the Dismantler facility and prior to the reimbursement being paid
- 3. Post New Inspection – completed after the Participant has taken delivery of the new vehicle and prior to the reimbursement request being paid

VII. DISMANTLER REQUIREMENTS:

The Program requires the current vehicle to be permanently destroyed. Destruction of the current vehicle's chassis and engine permanently removes the old, high-emitting vehicle from operation. This requirement has been established to ensure that emission reductions are real. It prevents the current vehicle from being moved into another locale to continue emitting high levels of pollutants. A list of participating dismantlers can be found at www.valleyair.org/firetruck that current vehicles can be delivered to for destruction.

1. Eligibility
 - A. Dismantler is required to enter into an agreement with the District in order to participate in the Program.
2. Performance: The Dismantler must agree to perform the following dismantling requirements:
 - A. Destroy the current vehicle within 60 days of receipt.
 - B. Completely sever the frame rails so that the frame is no longer capable of being used in a vehicle.
 - C. Destroy and render useless the current vehicle's engine with a minimum 5-inch diameter hole punched into the engine block.
 - D. Not destroy any identifying numbers on the vehicle and/or its engine such as the Vehicle Identification Numbers (VIN) or engine serial numbers.
 - If the vehicle VIN or engine serial number cannot be located, the vehicle must not be scrapped or destroyed until notification is made to District staff for assessment.
 - E. The Dismantler may not use or permit the use of the current vehicle, except use as necessary to move it for destruction or storage.
 - F. Notify the District that the current vehicle is destroyed and ready for inspection within 10 days of the current vehicle's destruction. Notification to the District of the destroyed current vehicle must be made using the District's Notice of Destruction Form. Additional copies of the Form can be obtained by calling program staff at (559) 230-5800.
 - G. Allow the destruction of the engine and current vehicle to be documented by the District.
 - The District must verify in-person the proper destruction of the current vehicle and its engine. District staff must also verify the current vehicle's VIN and engine serial number.
 - The Dismantler must not remove the current vehicle from their property, or part out a current vehicle, until a post-destruction-inspection by the District has been performed and the Dismantler has been given approval by the District.
 - H. File a Notice of Acquisition/Report of Vehicle to be Dismantled (REG 42) and provide a copy of proof of this filing to the District inspector during the in-person verification of destruction.

VIII. MAP OF DISTRICT BOUNDARIES:





**AGENDA
STAFF REPORT**

MEETING DATE: 12/21/2021	AGENDA SECTION:
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SUBJECT:
Council Future Agenda Items

FISCAL IMPACT:

ATTACHMENTS:
Council Future Agenda Items

Council Future Agenda Items				
Originated Date	Item	Originator	Staff Lead	Date Estimate
4/7/20	Discussion of Pay for Parking Options in the Downtown Area	Council Consensus	John Doyel	After presentation of Downtown Plan
9/9/20	Revised Refuse Ordinance	Public Works	Jim Ross	12/21/2021
6/18/20	Discussion of Courthouse improvements and financing options	Council Consensus	Brad Albert	Delayed pending additional building review
11/16/21	Consideration of feasibility of adding staffing to the City's Code Enforcement Division	Council Consensus	Tom Webb	2/1/2022