The City of Hanford
CALIFORNIA

City Council Meeting
Agenda

May 17, 2022
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

AMENDED

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/

***5:30 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 :

Kings County Voters Choice Presentation

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

CONFERENCE WITH LEGAL COUNSEL-LABOR NEGOTIATIONS (GC 54957.6):

Agency Designated Representatives: Che Johnson, Mario Cifuentez, Sarah Cardoza, Chris Tavarez, and Brenda Garcia.
Employee Organizations: Hanford Police Officers Association (POA); Hanford Firefighters; Local 3898 (IAFF); Hanford General Employees Management Association (GEMA); Service Employees International Union Local 521 (SEIU); and Executive Management Employees Association (EMEA).

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Chaplain Marleny Senn

FLAG SALUTE:

RECOGNITIONS/PROCLAMATIONS:

Proclamation declaring May Community Action Month

CLOSED SESSION ACTION REPORT:

COUNCIL REPORTS/GENERAL REPORTS:

Brief information-only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expenses (AB1234).

PUBLIC COMMENT:

Comments from the public are limited to items listed 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.*

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 Clerk: Approval of the Minutes of the November 16, 2021 Meeting

C. City Clerk: Approval of the Minutes of the December 7, 2021 Meeting

D. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Tara Ramirez.

E. Administration: Authorization for the City Manager to execute a Retainer Agreement with the Farley Law Firm to provide Conflict Counsel for Council Members Brieno and Ramirez

F. Parks and Community Services: Award of a sole-source contract to Valley Security Alarm for the installation of security cameras at seven (7) City parks and facilities and the installation of two (2) solar-powered lights at Earl F. Johnson Park and Appropriation of $191,240 from the General Fund for the creation of the CIP project to be funded through a $177,952 grant from the California Department of Parks and Recreation Per Capita Grant Program

G. Public Works: Adoption of Resolution No. 22-20-R, thereby identifying the official "Project List" for RMRA gas tax funding for Fiscal Year 2022/23

H. Police: Approval of an amended 2-year agreement between the City of Hanford and the Hanford Elementary School District (HESD) to provide School Resource officers for the District.

PUBLIC HEARINGS:

A. Public Works: Introduction of Ordinance No. 22-06 which amends Chapter 13.12 (Solid Waste Collection and Disposal), Chapter 2.48 (Purchasing system), and Chapter 12.08 (Water efficient landscape design and installation) of the Hanford Municipal Code relating to compliance with SB 1383.

GENERAL BUSINESS:

A. Parks and Community Services: Update to Council on the Heroes Park project and Appropriation of funding to formally create a Capital Improvement Project for the acquisition and development of the new 40-Acre park

B. Consideration of the Adoption of Resolution No. 22-22-R, authorizing the restructuring of the CalPERS Unfunded Accrued Liability (UAL) and approving the issuance of of up to $31 million in 2022 Taxable Pension Obligation Bonds

C. Council: Adoption of Resolution 22-21-R, memorializing the City of Hanford's Formal Opposition to Measure F on the June 2022 Ballot of the County of Kings.

COUNCIL COMMENTS AND COMMUNICATIONS:

At this time, any Council Member may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they may request staff to report back to the Council at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (GOV. CODE SEC. 54954.2)

Council Future Agenda Items

Upcoming Events and Important Dates:

May 19 & 26: Thursday Night Market Place 5:30 pm – 9:00 pm in Civic Park
May 21: Grand Opening of the Fitness Court at Hidden Valley Park 10:00 am
May 21: Taco Truck Throw Down Seventh Street-Downtown Hanford 5:00 pm – 10:00 pm
May 30: Holiday – City offices will be closed
June 1: 2nd Quarter City/County Coordinating Meeting Location: City of Corcoran

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: 5/17/2022	**AGENDA SECTION:** B

SUBJECT:
City Clerk: Approval of the Minutes of the November 16, 2021 Meeting

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Recommendation:

Approve the minutes of the November 16, 2021 Meeting.

FISCAL IMPACT:

ATTACHMENTS:
11.16.2021 Min

The City of Stanford
CALIFORNIA

CITY COUNCIL MEETING
MINUTES
November 16, 2021 7:00 PM
Council Chambers
400 N. Douty St.

4:00 PM CALL TO ORDER STUDY SESSION AND CLOSED SESSION:

Mayor Ramirez called the Study Session and Closed Session to order at 4:00 p.m.

ROLL CALL BY THE CITY CLERK :

Present: Francisco Ramirez, Diane Sharp, Kalish Morrow, Art Brieno, Amanda Saltray

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.*

None.

STUDY SESSION :

A. COS Leadership Academy Attendee Recognition

City Manager Mario Cifuentez discussed the COS Leadership Academy Program and presented certificates to the employees in attendance:

Edgar Aguayo - Police Officer
Destiny Borba - Finance Analyst
Robert Buchanan - Construction Inspector II
Sarah Cardoza - HR Manager
Natalie Corral - City Clerk
Armando Da Silva - Recreation Supervisor
Eric Forcey - IT Manager
Manuel Gallegos - Senior Utilities Maintenance Worker
Randy Green - Custodian
Keri Hunter - Senior Records Clerk
Rolando Jaime - Police Officer
James Lutz - Police Lieutenant

B. Finance: Receive presentation from NHA Advisors on pension cost containment strategies and provide input and direction on development of possible strategies and future development of a Pension Funding Policy

Finance Director Chris Tavarez provided the background and introduced NHA Advisors, Principal Eric Scriven and Vice President Mike Meyer (teleconference). The NHA Advisors presented and discussed the pension cost

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containment strategies for the Council's consideration and direction. No formal action was required. The advisors and staff answered questions from the Council. Mr. Scriven discussed the recommendation and the next steps. After a lengthy discussion the Council directed staff to continue to pursue the UAL restructuring and the stress testing analysis.

C. Overview of City's Code Enforcement Division and discussion of Blighted Areas and Nuisance issues

Building Official Tom Webb provided an overview of the City's Code Enforcement Division. Mr. Webb discussed the divisions general issues and some of the current challenges. Staff also discussed the need for an additional code compliance officer. Staff answered questions from the Council. After a lengthy discussion the Council directed staff to prepare staffing options for a future discussion.

The Council convened to closed session at 6:23 p.m.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (GC 54956.9 (d)(1):

City of Hanford v. Paul Singh Family Limited Partnership
Kings County Superior

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

Property: 11722 Fargo Ave.
APN: 007-360-016-000
Agency Negotiators: Ty Mizote

CONFERENCE WITH LEGAL COUNSEL - LABOR NEGOTIATIONS (GC 54957.6) :

Agency designated representatives: Mario Cifuentez and Ty Mizote
Employees: All represented and unrepresented employees

CALL TO ORDER REGULAR SESSION:

Mayor Ramirez called the meeting to order at 7:00 p.m.

ROLL CALL:

Attendee Name	Title	Status	Arrived
Diane Sharp	Vice Mayor	Present	3:55 PM
Art Brieno	Council Member	Present	3:59 PM
Kalish Morrow	Council Member	Present	3:50 PM
Amanda Saltray	Council Member	Present	3:58 PM
Francisco Ramirez	Mayor	Present	3:30 PM

INVOCATION:

The invocation was led by Sylvia Gaston.

FLAG SALUTE:

The flag salute was led by Mayor Ramirez.

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RECOGNITION/PROCLAMATIONS:

A. Recognition of the art contest winners for the design on the new Park Resource Officer Truck

Police Chief Parker Sever and Parks and Community Services Director Brad Albert recognized the art contest winners for the art designs on the new Park Resource Officer Truck: Kilyn Braz, Crystal Rodriguez, and Leah Vidal.

B. Christian Heritage Week Proclamation 2021

Council Member Saltray presented the Christian Heritage Week Proclamation to Pastor Mark Curts.

CLOSED SESSION ACTION REPORT:

A bonus of $1500.00 was approved for the city's full-time essential workers, hired before September 2021.

STAFF COMMUNICATIONS:

City Manager Mario Cifuentez provided departmental updates. He also discussed the meetings he attended.

Parks and Community Services Director Brad Albert provided an update for the Winter Wonderland Ice Rink and announced upcoming events.

Police Chief Parker Sever discussed the food for fines program and provided a department update.

COUNCIL REPORTS/COMMENTS:

Vice Mayor Sharp discussed the events and meetings she attended.

Council Member Morrow had nothing to report.

Council Member Brieno recognized Jack Schwartz for the Carnegie events.

Council Member Saltray discussed the Town Hall meeting. She also discussed the meetings and events she attended.

Mayor Ramirez discussed the events he attended and thanked Parks and Community Services Director Brad Albert for his participation in the community.

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters not on the agenda 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.*

Michelle Brown, Executive Director of Main Street Hanford, thanked the Council for the ice rink in Civic Park and she discussed the impact it will have on the community.

Brent Olson commented on the cannabis tax proposal.

Jack Schwartz commented on the car show event and thanked the police department and fire department for their help. He also thanked the city for their support.

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Bob Ramos commented on Caliva's signage and the RFP for City Attorney Services. He also questioned the project cost of General Business Item A.

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.

Council Member Brieno pulled items G and I. Vice Mayor Sharp pulled item I.

Motion to approve the consent calendar except the items pulled for separate consideration.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Diane Sharp, Vice Mayor
SECONDER:	Art Brieno, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

A. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.

B. Administration: Approval of the City of Hanford salary schedules, including amendments to job classifications or title changes made since July and the increase in minimum wage and authorization for City Administration to amend all other documents as may be necessary to implement the updates.

C. Administration: Approval of an Amendment to the Memorandum of Understanding (MOU) with the County of Kings, for the annexation of eight (8) islands that are fully surrounded by the City of Hanford, to amend the date of the transition of Law Enforcement coverage to become effective on July 1, 2023

D. Administration: Approval of Amendment No 1 of the License Agreement between the Carnegie Museum of Kings County and the City of Hanford to extend the term of the agreement until December 31, 2022

E. Administration: Approval of the Sale of one (1) parcel on Idlewood Way to Habitat for Humanity of Tulare/Kings Counties, Inc.

F. Community Development: Approval of the Second reading and adoption of Ordinances 21-07 through 21-13, approving Prezone No. 2021-01 through -03 and 2021-05 through -08, a request to prezone the county islands, in accordance with their General Plan Designation. Location: Seven County Islands, various locations.

G. Community Development: Sign Permit 2021-36: A request by Main Street Hanford to paint a mural onto the exterior wall of an existing building. The property is located at 114-116 N. Irwin Street. (APN 012-055-009).

H. Public Works: Approval of a payment to King's Petroleum, for the purchase of unleaded fuel for Fleet Operations, in the amount is $31,480.74.

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I. Public Works: Acceptance of the Grant Deed from Brian D. McCutcheon, an unmarried man, dated October 26, 2021 for street widening purposes at Cedar Grove Street and 13th Avenue; Authorization for the City Manager to sign the deed certification and the City Clerk to file said deed with the Kings County Recorder's office.

J. Public Works: Award a contract to TBS Construction of Madera Ca, in the amount of $257,278.78 for the FY 20/21 CDBG Lacey Park Basketball Courts Project, establish a construction contingency of $25,000.00 for this project, appropriate an additional $64,319.70 from the Park Impact Fee Reserve Fund and $40,359.08 from the Accumulated Capital Outlay Reserve Fund to fully fund the project.

K. Public Works: Authorization to Advertise for Bids for the Drilling and Development Phase of the FY 20/21 New Water Supply Wells 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.

PULLED ITEMS:

1. Community Development: Second reading of Ordinance 21-14, approving Zone Text Amendment No. 2021-01: A request, by the City of Hanford, to amend Title 17, Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code by adding sections in order to: a. Create size breakdowns for "Office; medical, dental, or optometry" and allow limited office uses in the C-R Regional Commercial zone district; and b. Create size breakdowns for "Office; professional or commercial" and allow limited office uses in the C-R Regional Commercial zone district; and c. Eliminate size breakdowns for "Furniture stores" and allow furniture stores (any size) as a permitted use in the C-R Regional Commercial, MX-C Corridor Mixed Use, and MX-D Downtown Mixed-Use zone districts; and d. Add "Laboratory; general, medical, or dental" as a conditionally permitted use in the C-R Regional Commercial zone district; and e. Add "Food catering" as a permitted use in C-N Neighborhood Commercial, C-R Regional Commercial, and MX-N Neighborhood Mixed Use zone district.

[Item G]

Pulled by Council Member Brieno.

Senior Planner Gabrielle Myers answered questions from Council Member Brieno.

Motion to approve.

RESULT:	**APPROVED [4 TO 0]**
MOVER:	Art Brieno, Council Member
SECONDER:	Kalish Morrow, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSTAIN:	Sharp

2. Community Development: Historic Resources Permit 2021-07: a request to remodel the bottom band of the façade at 240-250 W. Eighth Street within the Historic Overlay Zone. The property is designated as a contributing building. (APN 012-022-003).

[Item I]

Pulled by Vice Mayor Sharp.

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Vice Mayor Sharp was a volunteer consultant on the project, and she will not vote on the item. Assistant Planner Mark Manha answered questions from Council Member Brieno.

Motion to approve.

RESULT:	**APPROVED [4 TO 0]**
MOVER:	Art Brieno, Council Member
SECONDER:	Kalish Morrow, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSTAIN:	Sharp

3. Public Works: Authorization to award contract to 4Creeks of Visalia CA, in the amount of $31,268.00 for the design the Police Department Parking Lot Expansion Project.

[Item J]

Pulled by Council Member Brieno.

Public Works Director John Doyel discussed the project and answered questions from Council Member Brieno.

Motion to approved.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Art Brieno, Council Member
SECONDER:	Amanda Saltray, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

8:00 PM PUBLIC HEARING:

A. Clerk: Conduct the Second Public Hearing to receive input from the community regarding the redrawing of City Council Redrawing of City Council Member District Boundaries

Mayor Ramirez opened the public hearing at 8:00 p.m. and called for the staff report. Best Best & Krieger (BB&K) representative Tyler Anthony presented the staff report and discussed the redrawing of the district maps with a focus on the timeline and map drafting tools. The online mapping tool will be available on the city's website on November 22, 2021. BB&K will also begin drafting maps to be presented to the Council at the third public hearing. The third Redistricting Public Hearing is scheduled for January 18, 2022. No formal action was taken. Staff and Mr. Anthony answered questions from the Council.

Public Comment:

Bob Ramos questioned the adjusted census data timeline. Mr. Anthony responded.

Mayor Ramirez closed the public hearing at 8:24 p.m.

GENERAL BUSINESS:

A. Public Works: Approval of a contract with Quinn of Selma, CA. for the purchase and installation of a new radiator for the emergency generator located at Tank 5 in the amount of $70,487.62 and approval of an additional appropriation of $70,487.62 from Water Capital Reserves.

Public Works Director John Doyel discussed the project for the Council's review and consideration and answered questions from the Council.

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Motion to approve.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Art Brieno, Council Member
SECONDER:	Kalish Morrow, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

B. Parks and Community Services: Approval of the submittal of a Request for Technical Assistance letter from the Trust for Public Land for technical assistance in connection with our efforts to finance our parks, trails, open spaces and other recreation priorities.

Parks and Community Services Director Brad Albert discussed the process for the request for Technical Assistance from the Trust for Public Land and answered questions from the Council.

Motion to approve.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Art Brieno, Council Member
SECONDER:	Kalish Morrow, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

C. Adoption of resolution 21-53-R, in order to increase the City of Hanford cannabis taxes up to the maximum allowable levels, in accordance with the Hanford Municipal Code as approved by the voters.

Police Chief Parker Sever provided the background and discussed the tax increase for Council review and consideration. Council Member Morrow expressed her concerns regarding the increase.

Motion to approve.

RESULT:	**APPROVED [3 TO 2]**
MOVER:	Diane Sharp, Vice Mayor
SECONDER:	Amanda Saltray, Council Member
AYES:	Sharp, Saltray, Ramirez
NAYS:	Brieno, Morrow

COUNCIL FUTURE AGENDA ITEMS:

None.

ADJOURNMENT:

Mayor Ramirez adjourned the meeting at 8:34 p.m.

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Respectfully submitted,

Natalie Corral
City Clerk

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AGENDA
STAFF REPORT

MEETING DATE: 5/17/2022	**AGENDA SECTION:** C

SUBJECT:
City Clerk: Approval of the Minutes of the December 7, 2021 Meeting

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Recommendation:

Approve the minutes of the December 7, 2021 Meeting.

FISCAL IMPACT:

ATTACHMENTS:
12.7.2021 Min

CITY COUNCIL MEETING
MINUTES
December 7, 2021 7:00 PM
Council Chambers
400 N. Douty St.

5:30 PM CALL TO ORDER STUDY SESSION:

Mayor Ramirez called the Study Session to order at 5:00 p.m.

ROLL CALL BY THE CITY CLERK :

Present: Francisco Ramirez, Diane Sharp, Kalish Morrow, Art Brieno, Amanda Saltray

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.*

None.

STUDY SESSION :

A. Parks and Community Services: Council consideration of Park Capital Projects and direction on which project to submit to the State Department of Parks and Recreation for funding under the Prop 68 Per Capita Grant Program

Parks and Community Service Director Brad Albert presented the Park Capital Projects for the Council's review and direction. Dir. Albert answered questions from the Council. The Council expressed their concerns of the cost for Lacey Park splash pad project. The Council provided their feedback on the other presented projects. Dir. Albert mentioned the need for new cameras at the skate park, which was not included on the project list. Parks and Recreation Commissioner Gregory Kelly spoke in favor of the splash pad. After much discussion the Council directed staff to move forward with the projects that will enhance surveillance in the City's parks and facilities.

Motion to approve.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Diane Sharp, Vice Mayor
SECONDER:	Amanda Saltray, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

B. Presentation by Greg Burns of Thorn Run Partners, the City of Hanford's contracted federal lobbying firm, with updates on national legislative matters and discussion of potential uses for the City's remaining ARPA funding.

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Lobbyist with Thorn Run Partners, Greg Burns provided a background of Thorn Run Partners and himself. Mr. Burns discussed the work that they have completed for the city and an outlook of possible legislation and actions that Council should be aware of for the coming year. Mr. Burns answered questions from Vice Mayor Sharp regarding highway funding. No formal action was required. The Council will discuss potential uses for the City's remaining ARPA funding at a future meeting.

CALL TO ORDER REGULAR SESSION:

Mayor Ramirez called the meeting to order at 7:01 p.m.

ROLL CALL:

Attendee Name	Title	Status	Arrived
Diane Sharp	Vice Mayor	Present	5:20 PM
Art Brieno	Council Member	Present	5:29 PM
Kalish Morrow	Council Member	Present	5:20 PM
Amanda Saltray	Council Member	Present	5:28 PM
Francisco Ramirez	Mayor	Present	5:22 PM

INVOCATION:

The invocation was led by Pastor Robert Lee.

FLAG SALUTE:

The flag salute was led by Mayor Ramirez.

STAFF COMMUNICATIONS:

City Manager Cifuentez recognized the staff for their hard work with Winter Wonderland in Civic Park.

COUNCIL REPORTS/COMMENTS:

Vice Mayor Sharp discussed the community events and meetings she attended.

Council Member Morrow discussed the community events she attended.

Council Member Brieno commented on the opening of the Winter Wonderland.

Council Member Saltray discussed the community events and meetings she attended.

Mayor Ramirez recognized the staff for their hard work with the Winter Wonderland. He also commented on the upcoming community holiday events.

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters not on the agenda 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.*

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Travis Paden commented on the Winter Wonderland and expressed his concerns regarding the cost of future repairs needed in Civic Park grass area after the holiday season. He also commented on the electrical infrastructure in the park. Mr. Paden requested to pull Consent item D.

Patricia Diaz owner of Paty's Dance Studio commented on her property located on Seventh Street and expressed her concerns regarding the elevator repair requirements from city. She discussed the financial burden of the repair process. Ms. Diaz requested a meeting with the Council and the Planning Department to discuss further. She also provided the Council with a letter.

Ron Easley, former city employee, commented on employee uniforms.

Bob Ramos commented on the meeting start time. Mr. Ramos suggested that the city ask for a permanent news camera in the Civic Park. He also commented on the Paula Lofgren claim.

Chris Jordan commented on his experiences in the community and thanked the Council for the decisions they've made to improve the community.

Cheyne Strawn provided feedback on the Winter Wonderland and thanked the staff for their hard work. He also commented on the Longfield Center upgrades.

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.

Item D was requested to be pulled by the public. Council Member Saltray pulled items E and I. Council Member Brieno pulled item J.

Motion to approve the consent calendar except for the items pulled for separate consideration.

A. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.

B. City Clerk: Approval of the Minutes of the June 1, 2021 Meeting

C. City Clerk: Approval of the Minutes of the June 3, 2021 Special Meeting

D. Public Works: Approval of a payment to King's Petroleum, for the purchase of diesel fuel for Fleet Operations, in the amount is $32,342.63.

E. Public Works: Approval of the Notice of Completion for Tract No. 916 Pacific Grove Addition #2 and authorization for the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office. (12th Avenue & Bristol Lane).

F. Public Works: Approval of a Notice of Completion for the FY 20/21 Pavement Resurfacing: Single & Double Fiberized Micro Treatment Project at a total construction cost of $899,421.83 and authorization for the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.

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PULLED ITEMS:

1. Parks and Community Services: Consideration of an appropriations request from the City's General Fund, in the amount of $39,613.33, to cover the cost Ice Rink Expenses not previously approved in the FY22 budget.

[Item D]

Requested to be pulled by Mr. Travis Paden during public comment.

Parks and Community Services Director Brad Albert discussed some of the challenges, revenue, and the adjustments that have been made since the opening of the Winter Wonderland. He also provided an update on ticket sales. Dir. Albert addressed the concerns expressed by Mr. Paden during public comment.

Motion to approve.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Amanda Saltray, Council Member
SECONDER:	Kalish Morrow, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

2. Public Works: Award of a contract to HBC Enterprise of Clovis Ca, in the amount of $64,256.60 for the FY 20/21 Hidden Valley Park Fitness Pad Project; Appropriate an additional 33.564.10 from the Park Impact Fees to fund the project; and Establish a construction contingency of $4,500.00 for this project.

[Item E]

Pulled by Council Member Saltray.

The item was pulled by mistake.

Motion to approve.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Amanda Saltray, Council Member
SECONDER:	Art Brieno, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

3. Public Works: Approval of the Purchase of a 2022 Ford F-550 utilities service truck from Keller Ford, of Hanford, Ca., in the amount of $112,851.02 to replace a 2009 utility service truck; Authorization of an additional appropriation of $42,911.02 from Water Capital Reserve Funds to cover the cost of the purchase; and declare the 2009 unit as surplus.

[Item I]

Pulled by Council Member Saltray.

Public Works Director John Doyel discussed the bid process and timeline. Dir Doyel answered questions from the Council.

Motion to approve.

Attachment: 12.7.2021 Min (Clerk: 12.7.2021 Minutes)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Amanda Saltray, Council Member
SECONDER:	Art Brieno, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

4. Fire: Approval of a contract with Fresno County for fire dispatch services, beginning March 1, 2022, and Approval of an appropriation from the General Fund of $65,000 for FY22 and $215,000 for FY23 to cover the cost of the Contract.

[Item J]

City Manager Mario Cifuentez answered budget questions from Council Member Brieno.

Motion to approve.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Art Brieno, Council Member
SECONDER:	Amanda Saltray, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

GENERAL BUSINESS:

A. Finance: Authorization for the Issuance of One or More Series of Pension Obligation Bonds, Subject to Further Council Action, in order to Refinance Outstanding Obligations of the City to the California Public Employees' Retirement System with estimated principal amount of up to $33,225,000, Authorizing a Judicial Validation Action, and Approving and Directing Related Matters (Resolution No. 21-55-R)

Finance Director Chris Tavarez provided the background. NHA Advisor Eric Scriven (teleconference) and Jones Hall Legal Consultant James Wawrzyniak (teleconference) discussed the UAL Restructuring process, the timeline, and the next steps to follow should the Council approve the item. The consultants and City Attorney Ty Mizote answered questions from the Council.

Motion to approve.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Diane Sharp, Vice Mayor
SECONDER:	Kalish Morrow, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

B. Finance: Adoption of Resolution No. 21-54-R, thereby Adopting and Establishing a formal Debt Management Policy for the City of Hanford

Finance Director Chris Tavarez discussed the purpose of the policy and answered questions from the Council.

Motion to approve.

Attachment: 12.7.2021 Min (Clerk: 12.7.2021 Minutes)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Amanda Saltray, Council Member
SECONDER:	Kalish Morrow, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

C. Council: Review and Approval of the 2022 Calendar of City Council Meetings

City Manager Mario Cifuentez discussed the 2022 Calendar of City Council Meetings and recommended canceling two meetings, January 4, and July 5.

The 2022 Calendar of City Council Meetings was approved.

RESULT:	**CONSENSUS**

COUNCIL FUTURE AGENDA ITEMS:

Council Future Agenda Items

Council Member Saltray expressed her concerns regarding the city's website. City Manager Cifuentez addressed her concerns. He also discussed the priority of moving forward with an RFP for redesigning the website.

ADJOURNMENT:

Mayor Ramirez adjourned the meeting at 8:22 p.m.

Respectfully submitted,

Natalie Corral
City Clerk

Attachment: 12.7.2021 Min (Clerk: 12.7.2021 Minutes)

AGENDA
STAFF REPORT

MEETING DATE: 5/17/2022	**AGENDA SECTION:** D

SUBJECT:
City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Tara Ramirez.

RECOMMENDATION:
That the City Council, by motion, approve the denial of the claim and authorize the City Clerk to send out notification of such to the claimant.

BACKGROUND:
A claim for damages against the City was received by the following claimant: Tara Ramirez.

After review by the Third Party Administrator, it was determined that the Claim should be rejected for Lack of Merit for the following reasons:

1. Unknown truck driver.
2. No police report filed.
3. No independent witness, surveillance video or evidence to confirm a City of Hanford Garbage truck was involved in this loss.

Accordingly, it is the City Manager's decision to act in accordance with the recommendation of the Administrator to deny the claim.

FISCAL IMPACT:

ATTACHMENTS:

AGENDA
STAFF REPORT

MEETING DATE: 5/17/2022	**AGENDA SECTION:** E

SUBJECT:
Administration: Authorization for the City Manager to execute a Retainer Agreement with the Farley Law Firm to provide Conflict Counsel for Council Members Brieno and Ramirez

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RECOMMENDATION:
That the City Council, by motion, authorize the City manager to execute a retainer agreement with the Farley Law Firm to provide Conflict Counsel for Council Members Brieno and Ramirez.

BACKGROUND:
The City of Hanford's 3rd party administrator and insurance carrier are in concurrence that the city should retain conflict counsel for Council Members Brieno and Ramirez with regards to the following Case:

> *Darlene Mata v. City of Hanford, Art Brieno, and Francisco Ramirez*
> *Kings County Superior Court Case No. 22C-0077*

Accordingly, Mr. Brieno and Mr. Ramirez were afforded the option of determining whether they would like to choose their own counsel or have the City Attorney's office provide some recommendations. Both Mr. Brieno and Mr. Ramirez chose to seek their own counsel and agreed to accept Mr. Farley as their legal counsel for defense in this matter. Mr. Farley has agreed to represent Mr. Brieno and Mr. Ramirez as well as match his attorney rates with the rates of the City Attorney's office. This agreement provides for those defense services and obligates the city to cover the cost for those services.

FISCAL IMPACT:
The amount is unknown as of yet but will be paid out of the City Attorney budget.

ATTACHMENTS:

2022-05-09 Retainer Agreement

Michael L. Farley*
Joseph R. Beery
Michael L. Schulte**

*Certified Specialist
Legal Malpractice Law
The State Bar of California
Board of Legal Specialization
Admitted in CA and TX

**Of Counsel

FARLEY LAW FIRM
500 NORTH WILLIS STREET
VISALIA, CALIFORNIA 93291
TELEPHONE (559) 738-5975
FACSIMILE (559) 732-2305

Kari Fike
Paralegal-Office Manager

Rosie M. Onizaki
Paralegal

Diane Farley
Paralegal

Writer's Email:
kfike@farleylawfirm.com

May 9, 2022

Mario Cifuentez
City Manager
City of Hanford
315-321 North Douty Street
Hanford, California 93230

Re: Darlene Mata v. City of Hanford, Art Brieno and Francisco Ramirez
Kings County Superior Court Case No. 22C-0077
Representation of Art Brieno and Francisco Ramirez

Dear Mr. Cifuentez:

This document (the "agreement") is the written fee contract that California law requires lawyers to have with their clients. We, Farley Law Firm, will provide legal services to you on the conditions set forth below.

1. CONDITIONS: This agreement will not take effect, and we will have no obligation to provide legal services, until you return a signed copy of this agreement and pay the initial deposit called for under paragraph 4.

2. SCOPE OF SERVICES : You are hiring us as your attorneys to represent you in the matter described on the attached Rate Schedule. We will provide those legal services reasonably required to represent you. We will take reasonable steps to keep you informed of progress and to respond to your inquiries. Unless you and we make a different agreement in writing, this agreement will govern all future services we perform for you.

3. CLIENT'S DUTIES: You agree to be truthful with us, to cooperate, to keep us informed of developments, to abide by this agreement, to pay our bills on time and to keep us advised of your address, telephone number and whereabouts.

4. MINIMUM FEE/DEPOSIT: You have paid to us a deposit of $-0-. Of the initial deposit, $-0- will be our minimum fee, paid in exchange for our

Attachment: 2022-05-09 Retainer Agreement (Admin: Conflict Counsel Retainer)

agreement to represent you. The minimum fee is non-refundable, but our hourly charges will be credited against it. The remainder of the initial deposit, as well as any future deposit, will be held in a trust account. You authorize us to use that fund to pay the fees and other charges you incur.

Whenever your deposit is exhausted, you agree to pay any additional balance due upon receipt of our statements each month and also will replenish the deposit each month in the amount of all payments made to us from the deposit. At the conclusion of the matter, the deposit will be applied to the final statement, in which event you will be responsible for any amount due over and above the deposit or be entitled to a refund of any amount remaining after the final statement is satisfied in full.

Once a trial or arbitration date is set, we will require you to pay all sums then owing to us and to deposit the attorneys' fees we estimate will be incurred in preparing for and completing the trial or arbitration, as well as the jury fees or arbitration fees likely to be assessed.

You agree to pay all deposits after the initial deposit within 30 days of our demand. Except for the minimum fee, any unused deposit at the conclusion of our services will be refunded. If there is an outstanding balance not paid by you within 30 days, the balance will have a service charge of 1.5 percent per month (18% per annum).

5. LEGAL FEES AND BILLING PRACTICES: You agree to pay by the hour at our prevailing rates for time spent on your matter by our legal personnel. Our current hourly rates for legal personnel (and other billing rates) are set forth on the attached Rate Schedule. Further, we utilize the services of "Of Counsel" and/or "Associated Counsel" to the firm. We may charge a higher fee for "Of Counsel" and/or "Associated Counsel" to the client and pay a lesser amount to "Of Counsel" and/or "Associated Counsel." Your signature to this agreement constitutes your consent to such arrangement.

We will charge you for the time we spend on telephone calls relating to your matter, including calls with you, opposing counsel or court personnel. The legal personnel assigned to your matter will confer among themselves about the matter, as required. When they do confer, each person will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, court hearing, or other proceeding, each will charge for the time spent. We will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

If you dispute the billing, you must advise us within ten days of the statement date.

6. COSTS AND OTHER CHARGES:

(a) In General: We will incur various costs and expenses in

Attachment: 2022-05-09 Retainer Agreement (Admin: Conflict Counsel Retainer)

performing legal services under this agreement. You agree to pay for those costs and expenses in addition to the hourly fees. The costs and expenses commonly include process servers' fees, fees fixed by law or assessed by courts and other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, clerical staff overtime, word processing charges, computer time and other similar items. Except for the items listed on the Rate Schedule, all costs and expenses will be charged at our cost. For any cost (cumulative or otherwise) which exceeds $100.00, we reserve the right to demand and receive payment from you within five days of such demand.

(b) Out of Town Travel: You agree to pay transportation, meals, lodging, and all other costs of any necessary out-of-town travel by our personnel. You will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Experts, Consultants and Investigators: To aid in the preparation or representation of your case, it may become necessary to hire expert witnesses, consultants, or investigators. We will not hire such persons unless you agree to pay their fees and charges. We will select any expert witnesses, consultants or investigators to be hired.

7. BILLING STATEMENTS: We will send you periodic statements for fees and costs incurred. Each statement will be due within ten days of the statement date. You may request a statement at intervals of no less than 30 days. If you do, we will provide one within ten days.

8. LIEN: You hereby grant us a lien on any and all claims or causes of action that are the subject of our representation under this agreement. Our lien will be for any sums owing to us at the conclusion of our services. The lien will attach to any recovery you may obtain, whether by arbitration award, judgment, settlement or otherwise.

9. DISCHARGE AND WITHDRAWAL: You may discharge us at any time. We may withdraw with your consent or for good cause. Good cause includes your breach of this agreement, your refusal to cooperate with us or to follow our advice on a material matter or any fact or circumstance that would render our continuing representation unlawful or unethical.

When our services conclude, all unpaid charges will immediately become due and payable. After our services conclude, we will, upon request, deliver your file to you, along with any funds or property of yours in our possession.

10. DISCLAIMER OF GUARANTEE: Nothing in this agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Our

Attachment: 2022-05-09 Retainer Agreement (Admin: Conflict Counsel Retainer)

comments about the outcome of your matter are expressions of opinion only. In the event we are unsuccessful in this case, the Court has the authority to award costs to the other side. If such costs are awarded, they will be your responsibility.

11. EFFECTIVE DATE: This agreement will take effect when you have performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date we first performed services. The date at the beginning of this agreement is for reference only. Even if this agreement does not take effect, you will be obligated to pay us the reasonable value of our services we may have performed for you.

12. MALPRACTICE INSURANCE: Our firm carries malpractice insurance with Lawyers Mutual Insurance Company with limits of $2 million per claim; $4 million aggregate; a $1,000.00 deductible. If we change our coverage or carrier, we will notify you within 30 days of such change.

13. COUNTERPARTS: This Agreement may be signed in counterparts, but all of the components shall constitute one agreement and shall be effective only when executed by all parties hereto.

14. DESTRUCTION/RETURN OF CLIENT FILE: You hereby acknowledge that we are required to maintain your file, including file documents and pleadings, for a reasonable period after conclusion of this case, at which time you agree to pick up your file from us. If you fail to pick up your file within one hundred twenty (120) days after the conclusion of your case, you authorize us to destroy/shred such file. Conclusions of the case shall commence at the time judgment is rendered, when we are not required to perform further services pursuant to this written fee contract, or when you have requested that legal services be suspended/terminated.

15. MEDIATION CLAUSE: If a dispute arises out of or relating to any aspect of this Agreement between Client and our Firm, or the breach thereof, and if the dispute cannot be settled through negotiation, it is agreed that we will discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Venue will be in Tulare County, California.

16. EMAIL AND FACSIMILE SIGNATURES: An email or facsimile signature to this Agreement shall qualify as an original signature for all purposes.

17. DISCUSSIONS REGARDING YOUR CASE: It is important that you not discuss this case with, nor provide any writings from us to, any other persons, particularly strangers. The reason for this is that those witnesses or persons could be witnesses against your interests. Any inquiries from any other persons interested in the matter should be referred directly to our firm. We would mention to you that your family and friends will undoubtedly want to know how the case is proceeding. You are free to discuss with them in general terms how things are

Attachment: 2022-05-09 Retainer Agreement (Admin: Conflict Counsel Retainer)

proceeding, but we would caution you not to go into detail concerning the facts of the claim or the nature of and extent of your damages. You may, however, seek outside advice from a lawyer about this fee agreement.

Sincerely,

FARLEY LAW FIRM

Michael L. Farley

I have read and understood the foregoing terms and those set forth on the attached Rate Schedule and agree to them, as of the date Farley Law Firm first provided services.

DATED: _____.

City of Hanford

By _____
Mario Cifuentez, City Manager

Attachment: 2022-05-09 Retainer Agreement (Admin: Conflict Counsel Retainer)

RATE/ SCHEDULE

A. Identification

Client: City of Hanford

Matter: Darlene Mata v. City of Hanford, Art Brieno and Francisco Ramirez
Kings County Superior Court Case No. 22C-0077
Representation of Art Brieno and Francisco Ramirez

B. Hourly Rates for Legal Personnel

Partners	$ 240.00/hr
Associates	205.00/hr
Law Clerks	75.00/hr
Paralegals/Support Staff	25-95/hr

C. Standard Charges

We charge for our time in minimum units of 1/10 hours.

D. Costs and Expenses

In-office photocopying	$ .25 per page
Mileage	$ .35 per mile
Postage	Actual
Facsimile	Per page charge
Westlaw	Cost and actual time

E. Subject to Change

The rates on this schedule are subject to change. Please review each month's billing carefully as we may change our rates without further notice to you. If you decline to pay any increased rate, we will have the right to withdraw as your lawyers.

_____
Initials

F. Carrying Charge

If your account is not paid in full within 30 days, the outstanding balance shall be subject to a carrying charge of 1.5% per month (18% per annum).

Attachment: 2022-05-09 Retainer Agreement (Admin: Conflict Counsel Retainer)

AGENDA
STAFF REPORT

MEETING DATE: 5/17/2022	**AGENDA SECTION:** F

SUBJECT:
Parks and Community Services: Award of a sole-source contract to Valley Security Alarm for the installation of security cameras at seven (7) City parks and facilities and the installation of two (2) solar-powered lights at Earl F. Johnson Park and Appropriation of $191,240 from the General Fund for the creation of the CIP project to be funded through a $177,952 grant from the California Department of Parks and Recreation Per Capita Grant Program

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RECOMMENDATION:
That the City Council, by motion, Award a sole-source contract to Valley Security Alarm for the installation of security cameras at seven (7) City parks and facilities and the installation of two (2) solar-powered lights at Earl F. Johnson Park and Appropriate $191,240 from the General Fund for the creation of the CIP project to be funded through a $177,952 grant from the California Department of Parks and Recreation Per Capita Grant Program.

BACKGROUND:
The City Council has previously approved the acceptance of an award of $177,952 through the Per Capita Grant from the California Department of Parks and Recreation. The initial project chosen by Council was the installation of a small splash pad at Lacey Park. Upon final project scope and cost estimates, Council redirected staff to install security cameras within our parks and sports facilities.

The installation of security cameras is vital in the City's effort to enhance safety within our parks. These cameras enable the Hanford Police Department's Dispatch Center to view the parks in real-time, allowing for prompt dispatch upon suspicious or criminal behavior observance. In addition, the cameras are used by the Park Resource Officer to observe park activity and gather evidence when needed.

The table below details the proposed installation sequence, project name, grant request, matching required at two sites, and total cost. Recent security concerns dictate the sequence of installation.

Sequence	Project Name	Project #	Grant Request	Match	Total
1	Plunge/Skate Park security cameras	18-16-011	$21,736		$21,736
2	Freedom Park security cameras	18-16-009	$54,335		$54,335
3	Centennial Park secuirty cameras	18-16-007	$18,321		$18,321
4	Hidden Valley Park security cameras	18-16-008	$16,642	$5,488	$22,130
5	Earl F. Johnson Park cameras & solar lights	18-16-010	$30,337		$30,337
6	Youth Athletic Complex security cameras	18-16-012	$15,042		$15,042
7	Softball Complex security cameras	18-16-013	$21,539	$7,800	$29,339
	TOTAL		**$177,952**	**$13,288**	**$191,240**

As noted in the above table, two sites require a 25% match due to their location outside of a severely disadvantaged area within the City limits, as identified through the online Per Capita Match Calculator tool. The matching requirement of $13,288 will be allocated from the approved 2022-2026 Five Year Capital Improvement Plan. This grant funding will allow for $50,516 to be returned to the Accumulated Capital Outlay (ACO) fund in fiscal years 23/24, and 24/25.

In addition, the staff is requesting the award of this project to a sole-source vendor, Valley Security Alarm, who is the current provider of the City's alarm services, security cameras, and door access systems. Their system hardware and software fully integrate with the existing program.

FISCAL IMPACT:
This project will require an appropriation of $191,240 from the General Fund, $177,952 of the project amount will be funded through the Per Capita Grant.

ATTACHMENTS:

AGENDA
STAFF REPORT

MEETING DATE: 5/17/2022	**AGENDA SECTION:** G

SUBJECT:
Public Works: Adoption of Resolution No. 22-20-R, thereby identifying the official "Project List" for RMRA gas tax funding for Fiscal Year 2022/23

RECOMMENDATION:
That the City Council, by motion, approve Resolution 22-20-R identifying the "Project List" for RMRA gas tax funding for Fiscal Year 2022/23.

BACKGROUND:
The Road Repair and Accountability Act of 2017 (SB1 Beall) established a new Road Maintenance and Rehabilitation Account (RMRA) to provide additional funding for maintenance of state highways and roadways, including a portion for local streets and roads. One of the provisions of the new law required local agencies to annually submit documentation to the California Transportation Commission (CTC), regarding the description and location of a proposed project; the estimated useful life of the improvement; and the estimated project start and completion date. Prior to submittal of the project list, the list must be approved by the adopting agency by resolution at a regular public meeting.

The attached projects are submitted for council consideration for RMRA funding for FY 2022/23. Hanford's estimated RMRA funding amount for FY 22/23 is approximately $1,367,247. See attached local streets and roads revenue projection.

Proposed project list for FY 2022/23 (see Exhibit "A")

FISCAL IMPACT:
Projected RMRA gas tax revenues for FY 2022/23 are estimated to be approximately $1,367,247. If approved, the projects identified in this report will be forwarded to CTC by July 1, 2022 as required by state statute for acceptance. The projects are also incorporated into our FY 2022/23 Capital Improvement Program.

ATTACHMENTS:
LSR Projected Revenues FY22-23
'Exhibit A' Project List 22-23
FY 22-23 Project List Resolution 22-20-R
FY 22-23 SB 1 Project List Resolution 22-20-R

ATTACHMENT B

Local Streets and Roads - Projected FY2022-23 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated January 2022	Highway Users Tax Acct (HUTA)[1] Streets & Highways Code					TOTAL	Road Mntnc	TOTAL
	Sec2103 [5]	Sec2105 [3]	Sec2106 [3]	Sec2107 [3]	Sec2107.5 [4]	HUTA	Rehab Acct	
KERN COUNTY								
ARVIN	216,816	142,031	60,252	194,037	5,000	618,136	501,802	1,119,938
BAKERSFIELD	3,913,911	2,563,913	1,005,807	3,502,717	10,000	10,996,348	9,058,416	20,054,765
CALIFORNIA CITY	139,068	91,100	40,367	124,457	3,000	397,993	321,861	719,853
DELANO	522,400	342,213	138,407	467,517	7,500	1,478,037	1,209,052	2,687,089
MARICOPA	11,366	7,445	7,707	10,172	1,000	37,690	26,305	63,995
MCFARLAND	138,319	90,610	40,176	123,787	3,000	395,893	320,128	716,021
RIDGECREST	291,442	190,917	79,338	260,823	6,000	828,519	674,517	1,503,036
SHAFTER	201,392	131,927	56,307	180,234	5,000	574,861	466,105	1,040,966
TAFT	91,862	60,176	28,294	82,211	2,000	264,543	212,606	477,149
TEHACHAPI	141,963	92,997	41,108	127,049	3,000	406,117	328,562	734,679
WASCO	264,101	173,006	72,345	236,354	6,000	751,807	611,239	1,363,046
KINGS COUNTY								
AVENAL	152,709	100,036	44,918	136,665	4,000	438,328	353,431	791,759
CORCORAN	244,383	160,090	69,002	218,708	5,000	697,183	565,604	1,262,787
HANFORD	590,752	386,988	159,997	528,688	7,500	1,673,926	1,367,247	3,041,173
LEMOORE	264,042	172,968	74,167	236,302	6,000	753,478	611,102	1,364,580
LAKE COUNTY								
CLEARLAKE	150,197	98,391	52,054	134,417	4,000	439,059	347,619	786,678
LAKEPORT	47,019	30,801	19,593	42,079	1,000	140,492	108,822	249,314
LASSEN COUNTY								
SUSANVILLE	176,760	115,791	50,855	240,777	4,000	588,183	409,096	997,279
LOS ANGELES COUNTY								
AGOURA HILLS	201,481	131,985	78,255	180,313	5,000	597,034	466,310	1,063,345
ALHAMBRA	849,554	556,524	314,525	760,301	7,500	2,488,404	1,966,222	4,454,626
ARCADIA	567,893	372,014	211,839	508,230	7,500	1,667,476	1,314,340	2,981,816
ARTESIA	162,725	106,597	64,125	145,629	4,000	483,077	376,613	859,690
AVALON	39,130	25,633	19,066	35,019	1,000	119,848	90,563	210,411
AZUSA	488,382	319,928	182,851	437,073	6,000	1,434,234	1,130,319	2,564,553
BALDWIN PARK	747,883	489,921	277,458	669,311	7,500	2,192,074	1,730,913	3,922,987
BELL	357,706	234,325	135,210	320,125	6,000	1,053,365	827,879	1,881,245
BELLFLOWER	762,883	499,747	282,927	682,735	7,500	2,235,793	1,765,629	4,001,422
BELL GARDENS	415,953	272,481	156,445	372,253	6,000	1,223,132	962,687	2,185,818
BEVERLY HILLS	335,939	220,066	127,275	300,646	6,000	989,926	777,503	1,767,429
BRADBURY	10,322	6,762	8,563	9,237	1,000	35,884	23,889	59,772
BURBANK	1,023,990	670,792	378,120	916,410	10,000	2,999,312	2,369,938	5,369,250
CALABASAS	239,734	157,044	92,201	214,548	5,000	708,528	554,845	1,263,372
CARSON	903,291	591,725	334,116	808,391	7,500	2,645,023	2,090,590	4,735,612
CERRITOS	492,922	322,902	184,506	441,136	6,000	1,447,467	1,140,827	2,588,294
CLAREMONT	351,678	230,376	133,012	314,731	6,000	1,035,798	813,929	1,849,727
COMMERCE	126,294	82,732	50,843	113,025	3,000	375,894	292,296	668,190

EXHIBIT "A" PROPOSED PROJETS FOR FISCAL YEAR 2022-23 FUNDED BY SB 1

FUNDING FY	TITLE	DESCRIPTION	LOCATION	ESST USEFUILE LIFE (YEARS)	EST START	EST COMPLETION	EST TOTAL PROJECT COST
22/23	E. Lacey Blvd. Widening / Reconstruction - Phase 2: 10th Ave. – SJVRR/UPRR	This project will involve the widening and reconstruction of East Lacey Boulevard to facilitate two lanes in each direction of travel plus turn lanes. Improvements will include the reconstruction of existing pavement section, installation of a new drainage collection/disposal system, basin construction, installation of curbs, gutters, sidewalks, drive approaches and ADA ramps.	East Lacey Boulevard from 10th Avenue to the west right of way of SJVRR/UPRR	15-20	6/1/2022	9/1/2022	$1,500,000.00
22/23	Traffic Signal Installation at Lacey Boulevard and 9th Avenue	This project will involve installation signal poles and equipment and installation of ADA ramps and landing.	Lacey Boulevard and 9th Avenue	15-20	6/1/2022	9/1/2022	$500,000.00

Attachment: 'Exhibit A' Project List 22-23 (PW: Approve Resolution 22-20-R Identifying a "Project List" for

RESOLUTION NO. 22-20-R

CITY OF HANFORD

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $1,367,247 in RMRA funding in Fiscal Year 2022-23 from SB 1; and

WHEREAS, this is the sixth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City reconstruct over 1.5 miles of arterial City streets; and

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

Attachment: FY 22-23 Project List Resolution 22-20-R (PW: Approve Resolution 22-20-R Identifying a "Project List" for RMRA gas tax funding

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of Hanford, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of proposed projects will be funded in-part or solely with fiscal year 2022-23 Road Maintenance and Rehabilitation Account revenues:
   See Attached – Exhibit "A"

PASSED AND ADOPTED by the City Council of the Hanford, State of California this _____ day of _____, 2022, by the following vote:

Attachment: FY 22-23 Project List Resolution 22-20-R (PW: Approve Resolution 22-20-R Identifying a "Project List" for RMRA gas tax funding

RESOLUTION NO. 22-20-R

CITY OF HANFORD

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $1,367,247 in RMRA funding in Fiscal Year 2022-23 from SB 1; and

WHEREAS, this is the sixth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City reconstruct over 1.5 miles of arterial City streets; and

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

Attachment: FY 22-23 SB 1 Project List Resolution 22-20-R (PW: Approve Resolution 22-20-R Identifying a "Project List" for RMRA gas tax

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of Hanford, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of proposed projects will be funded in-part or solely with fiscal year 2022-23 Road Maintenance and Rehabilitation Account revenues:
   See Attached – Exhibit "A"

PASSED AND ADOPTED by the City Council of the Hanford, State of California this _____ day of _____, 2022, by the following vote:

Attachment: FY 22-23 SB 1 Project List Resolution 22-20-R (PW: Approve Resolution 22-20-R Identifying a "Project List" for RMRA gas tax

AGENDA
STAFF REPORT

MEETING DATE: 5/17/2022	**AGENDA SECTION:** H

SUBJECT:
Police: Approval of an amended 2-year agreement between the City of Hanford and the Hanford Elementary School District (HESD) to provide School Resource officers for the District.

RECOMMENDATION:
That City Council, by motion approve the amended 2-year agreement between the City of Hanford and the Hanford Elementary School District (HESD) to provide School Resource officers for the District and authorize the signing of said contract by the City Manager and the Chief of Police.

BACKGROUND:
This amended contract will provide for the renewal for the HESD, School Resource Officer (SRO) program. The contract typically rolls over each year. This year the HESD requested changes in a couple of areas that deal with notification and communication with district employees and the Hanford Police Department.

The contract makes no changes to either parties fiscal responsibilities. The contract was reviewed by the City Attorney's office and their input was incorporated. Some changes were made to the communication areas that were not reviewed by the City Attorney because the department was in agreement and can easily incorporate that communication in the relationship with the HESD.

The contract is for 2 years and may be cancelled by either party with 30 days notice. The HESD provides funding in the amount of $92,000.00 annually for each of the two SRO's.

The Department has provided SRO services to HESD for over 20 years and this new agreement will continue that mutually beneficial relationship.

FISCAL IMPACT:

No Fiscal Impact

ATTACHMENTS:
HESD SRO Contract Clean
HESD SRO Contract Revisions

HANFORD ELEMENTARY SCHOOL DISTRICT
SCHOOL RESOURCE OFFICER PROGRAM
STARTING
FISCAL YEAR 20__

This Agreement is made by and between the Hanford Elementary School District ("District") and the Hanford Police Department, ("Department,") and replaces all prior agreements and understandings between the District and the Department on the subject of school resource officers ("SRO") as is dated for reference purposes as of Fiscal year _____.

Recitals

A. The District and Department desire to set forth the duties and responsibilities of the parties with respect to the SRO program.

B. The District and Department desire to create an atmosphere of cooperation and collaboration toward the common goals of providing a safe learning environment for students and staff.

C. The District and Department desire to promote positive relationships between the school, police, and the community, which calls for the District and Department to maintain open and mutually beneficial communications.

The District and Department agree as follows:

1. **Term of Agreement.** This Agreement shall be effective upon ratification by the District's Governing Board and approval by the Hanford City Manager, and shall remain in effect for two-years. The Agreement may be modified or extended by mutual written agreement, or terminated by either party at any time with thirty (30) days advance written notice.

2. **Scope of Service.** The Department agrees to assign two full time sworn police officers to serve as SRO's at the Districts schools during the school year. The SRO's will be assigned to primarily work at the District's Junior High Schools or as directed by the District Superintendent. The SRO's will wear the regulation police uniform and operate a marked police patrol vehicle while on duty, unless otherwise authorized by a supervisor for a specific purpose. The SRO's duties shall include but not be limited to:

    2.1. SRO will provide law enforcement expertise to assist the school staff in maintaining safety at school sites. SRO's will provide law enforcement expertise to assist the school staff in maintaining safety at school sites. School safety is of paramount importance to the Department with respect to any Department action occurring in the vicinity of a school ("School Safety Incident"). The Department will, therefore, incorporate school safety issues into its operational briefings prior to engaging in any actions

Attachment: HESD SRO Contract Clean (PD: HESD Contract Renewal)

in the vicinity of a school that may impact safety. The School Resource Officer will provide information on any incident to a designated member of HESD staff. The parties acknowledge and agree that, in order for the District/School to appropriately respond most effectively to a School Safety Incident, it will need information before a School Safety Incident occurs; therefore, notification to HESD staff shall be prioritized to occur as soon as notification can be performed and not negatively impact an occurring emergency response.

2.2. The SRO's investigation and questioning of students at school shall be limited to offenses related to the operation of the school or occurring at the school, except in situations where a delay in investigation or questioning may result in danger to any person, flight from the jurisdiction by the person suspected of a crime, or destruction of evidence.

2.3. The SRO shall notify the school principal as soon as practical of any significant law enforcement actions taken by an SRO or other officer.

2.4. The SRO shall not become involved in school administrative searches unless specifically requested by the principal in order to provide security or to handle contraband. School administrative searches will be at the direction and control of the school principal and will be based upon reasonable suspicion.

2.5. The SRO shall be responsible for monitoring the social and cultural environment around District schools to identify existing or emerging youth gangs. Gang prevention and early intervention strategies shall be coordinated between the Department and the District.

2.6. The SRO may become involved, through the school principal, with the school's curriculum and provide instructional presentations that enhance the students' understanding of the police mission and the responsibilities of citizenship.

2.7. The SRO will work to prevent juvenile delinquency and campus violence through close contact and positive relationships with students. The SRO will serve as a positive role model to students.

2.8. At the request of the school principal, the SRO shall attend suspension and expulsion hearings. The SRO shall be prepared to provide testimony on any actions taken by the officer and on any personally observed conduct witnessed by the officer. The SRO shall also make available at expulsion hearings any physical evidence that has been seized by law enforcement and is held by the Department.

Attachment: HESD SRO Contract Clean (PD: HESD Contract Renewal)

2.9. The SRO shall disseminate to school administrators and staff information on crime trends and changes in laws to assist them in establishing and maintaining safe school environments.

2.10. The SRO will work to establish and maintain a collaborative partnership with the school administration to provide a safe school environment. The SRO will regularly communicate with the school administration in an effort to share information and discuss issues and concerns of mutual interest.

2.11. The SRO will work to increase communication between law enforcement, students, school staff, and the community. The SRO will work to build positive working relationships with the school staff and parents.

3. **Communications.** The District and Department will collaborate in the preparation of all press releases and other public announcements related to the subject matter of this Agreement. During the collaborative process, the parties will consider the community's desire to be informed of public safety matters and the manner in which the Department addresses such matters and the need to maintain the community's trust in the District's Board of Education, its programs, and its staff and students. The Hanford Police Department will not issue any press releases without notifying and collaborating with the School Superintendent or their designee. Both parties will work in good faith to mutually agree on all press releases involving the District before issuance of the press releases.

4. **Student Discipline.** The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.

5. **Hours of Employment.** The SRO will work full time during the school year, except for annual leave allowances, during the normal school year schedule.

6. **Selection of Law Enforcement Personnel.** The Department will be responsible for selecting which Department employee will serve as the SRO, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available. The District may provide input regarding the selection of the SRO.

7. **Program Criteria.** The District and Department will work collaboratively to be responsive to evolving school and law enforcement requirements.

8. **Training and Supervision *& Communication*.** The SRO shall receive SRO's work assignments from the Department and shall be supervised in the performance of SRO's duties by the Chief of the Department or designee. The Department shall be responsible for training the SRO according to applicable law enforcement standards. The Superintendent of the District or designee will

Attachment: HESD SRO Contract Clean (PD: HESD Contract Renewal)

provide the Chief of the Department with information to assist in evaluating the SRO. Any disciplinary problems or alleged improprieties involving the SRO shall be brought to the attention of the Chief of the Department or designee. The School Resource Officers will be released to attend 40 hours of formal training related to investigator orientation and juvenile law enforcement each fiscal year. The department will be responsible for the officers' travel, lodging and meals.

9. **Employment.** The SRO is an employee of the Department, and is not an employee or agent of the District. The SRO shall be subject to the administration, supervision, and control of the Department. The SRO shall be subject to all personnel policies and practices of the Department.

10. **Student Records.**

10.1. The parties agree that the SRO shall be deemed to be a "school official" for the performance on SRO's duties on behalf of District. The SRO shall therefore be allowed access to student records but the District is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by District policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

10.2. If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the District may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

10.3. If confidential student record information is needed by the SRO but no emergency situation exists, unless section 9.4 applies, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.

10.4. Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offence.

Attachment: HESD SRO Contract Clean (PD: HESD Contract Renewal)

11. **Law Enforcement Records and Juvenile Case File Information.** Pursuant to Welfare and Institutions Code sections 827, 828.1 and 828.3, certain law enforcement records, probation reports and juvenile case file information may be provided to the District Superintendent or his/her designee. In addition to providing such information directly to the District Superintendent, the SRO may provide such information to the Principal of the school in which a minor student is enrolled and the Principal shall be a designee of the Superintendent for the receipt of such information.

12. **Costs.** In exchange for the provision of SRO services, the District shall pay Department as follows $92,000.00 annually per SRO. Overtime expenditures for school related events will be paid for by the Hanford Police Department. Contract extensions and inflation increases to the flat rate will be discussed annually in May.

13. **Feedback and Evaluation.** The District and Department agree on the importance of evaluating the SRO program. The District and Department will work together to develop and implement procedures to provide periodic feedback and evaluation data for the purpose of measuring the program's effectiveness.

14. **Discrimination.** Neither the District nor the Department shall discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.

15. **Indemnification.**

    14.1 The District shall indemnify, defend, and hold harmless the Department, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the District, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the District.

    14.2 The Department shall indemnify, defend, and hold harmless the District, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the Department, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the Department.

    14.3 It is the intention of the District and Department that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any

Attachment: HESD SRO Contract Clean (PD: HESD Contract Renewal)

damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, subcontractors, and governing board.

14.4 Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.

15. **Applicable Laws.** Department shall provide the services specified in this Agreement in accordance with any applicable federal and state statutes, regulations, and directives.

16. **Amendments.** No modification, amendment or addendum to this Agreement shall be valid unless it is set forth in writing and is signed by the parties.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the District and Department regarding the subject matter of this contract and supersedes all previous SRO agreements.

18. **Severability.** If any term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected. Each term or provision of the Agreement shall be valid and enforced as written to the fullest extent permitted by law.

19. **Notices.** All notices concerning this Agreement shall be deemed to have been served when delivered via electronic mail to the District Superintendent or Chief of Police.

Attachment: HESD SRO Contract Clean (PD: HESD Contract Renewal)

The parties have executed this Agreement on the date written below.

Hanford Elementary School District

By: _____ Date: _____
Joy Gabler, Superintendent

Hanford Police Department

By: _____ Date: _____
Parker Sever, Chief of Police

City of Hanford

By: _____ Date: _____
Mario Cifuentez, City Manager

Attachment: HESD SRO Contract Clean (PD: HESD Contract Renewal)

HANFORD ELEMENTARY SCHOOL DISTRICT
SCHOOL RESOURCE OFFICER PROGRAM
STARTING
FISCAL YEAR 20__

This Agreement is made by and between the Hanford Elementary School District ("District") and the Hanford Police Department, ("Department,") and replaces all prior agreements and understandings between the District and the Department on the subject of school resource officers ("SRO") as is dated for reference purposes as of Fiscal year _____.

Recitals

A. The District and Department desire to set forth the duties and responsibilities of the parties with respect to the SRO program.

B. The District and Department desire to create an atmosphere of cooperation **and collaboration** toward the common goals of providing a safe learning environment for students and staff.

C. The District and Department desire to promote positive relationships between the school, police, and the community, **which calls for the District and Department to maintain open and mutually beneficial communications.**

The District and Department agree as follows:

1. **Term of Agreement.** This Agreement shall be effective upon ratification by the District's Governing Board and approval by the Hanford City Manager, and shall remain in effect **for two-years. The Agreement may be modified or extended by mutual written agreement, or terminated by either party at any time with thirty (30) days advance written notice.**

2. **Scope of Service.** The Department agrees to assign two full time sworn police officers to serve as SRO's at the Districts schools during the school year. The SRO's will be assigned to primarily work at the District's Junior High Schools or as directed by the District Superintendent. The SRO's will wear the regulation police uniform and operate a marked police patrol vehicle while on duty, unless otherwise authorized by a supervisor for a specific purpose. The SRO's duties shall include but not be limited to:

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Attachment: HESD SRO Contract Revisions (PD: HESD Contract Renewal)

briefings prior to engaging in any actions in the vicinity of a school that may impact safety. The School Resource Officer will provide information on any incident to a designated member of HESD staff. The parties acknowledge and agree that, in order for the District/School to appropriately respond most effectively to a School Safety Incident, it will need information before a School Safety Incident occurs; therefore, notification to HESD staff shall be prioritized to occur as soon as notification can be performed and not negatively impact an occurring emergency response.

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6. **Selection of Law Enforcement Personnel.** The Department will be responsible for selecting which Department employee will serve as the SRO, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available. The District may provide input regarding the selection of the SRO.

7. **Program Criteria.** The District and Department will work collaboratively to be responsive to evolving school and law enforcement requirements.

8. **Training and Supervision *& Communication*.** The SRO shall receive SRO's work assignments from the Department and shall be supervised in the performance of SRO's duties by the Chief of the Department or designee. The

Attachment: HESD SRO Contract Revisions (PD: HESD Contract Renewal)

Department shall be responsible for training the SRO according to applicable law enforcement standards. The Superintendent of the District or designee will provide the Chief of the Department with information to assist in evaluating the SRO. Any disciplinary problems or alleged improprieties involving the SRO shall be brought to the attention of the Chief of the Department or designee. The School Resource Officers will be released to attend 40 hours of formal training related to investigator orientation and juvenile law enforcement each fiscal year. The department will be responsible for the officers' travel, lodging and meals.

9. **Employment.** The SRO is an employee of the Department, and is not an employee or agent of the District. The SRO shall be subject to the administration, supervision, and control of the Department. The SRO shall be subject to all personnel policies and practices of the Department.

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10.2. If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the District may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

10.3. If confidential student record information is needed by the SRO but no emergency situation exists, unless section 9.4 applies, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.

10.4. Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the

Attachment: HESD SRO Contract Revisions (PD: HESD Contract Renewal)

disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offence.

11. **Law Enforcement Records and Juvenile Case File Information.** Pursuant to Welfare and Institutions Code sections 827, 828.1 and 828.3, certain law enforcement records, probation reports and juvenile case file information may be provided to the District Superintendent or his/her designee. In addition to providing such information directly to the District Superintendent, the SRO may provide such information to the Principal of the school in which a minor student is enrolled and the Principal shall be a designee of the Superintendent for the receipt of such information.

12. **Costs.** In exchange for the provision of SRO services, the District shall pay Department as follows $92,000.00 annually per SRO. Overtime expenditures for school related events will be paid for by the Hanford Police Department. Contract extensions and inflation increases to the flat rate will be discussed annually in May.

13. **Feedback and Evaluation.** The District and Department agree on the importance of evaluating the SRO program. The District and Department will work together to develop and implement procedures to provide periodic feedback and evaluation data for the purpose of measuring the program's effectiveness.

14. **Discrimination.** Neither the District nor the Department shall discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.

15. **Indemnification.**

    14.1 The District shall indemnify, defend, and hold harmless the Department, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the District, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the District.

    14.2 The Department shall indemnify, defend, and hold harmless the District, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the Department, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the Department.

Attachment: HESD SRO Contract Revisions (PD: HESD Contract Renewal)

14.3 It is the intention of the District and Department that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, subcontractors, and governing board.

14.4 Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.

15. **Applicable Laws.** Department shall provide the services specified in this Agreement in accordance with any applicable federal and state statutes, regulations, and directives.

16. **Amendments.** No modification, amendment or addendum to this Agreement shall be valid unless it is set forth in writing and is signed by the parties.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the District and Department regarding the subject matter of this contract and supersedes all previous SRO agreements.

18. **Severability.** If any term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected. Each term or provision of the Agreement shall be valid and enforced as written to the fullest extent permitted by law.

19. **Notices.** All notices concerning this Agreement shall be deemed to have been served when delivered via electronic mail to the District Superintendent or Chief of Police.

Attachment: HESD SRO Contract Revisions (PD: HESD Contract Renewal)

The parties have executed this Agreement on the date written below.

Hanford Elementary School District

By: _____ Date: _____
Joy Gabler, Superintendent

Hanford Police Department

By: _____ Date: _____
Parker Sever, Chief of Police

City of Hanford

By: _____ Date: _____
Mario Cifuentez, City Manager

Attachment: HESD SRO Contract Revisions (PD: HESD Contract Renewal)

AGENDA
STAFF REPORT

MEETING DATE: 5/17/2022	**AGENDA SECTION:** A

SUBJECT:
Public Works: Introduction of Ordinance No. 22-06 which amends Chapter 13.12 (Solid Waste Collection and Disposal), Chapter 2.48 (Purchasing system), and Chapter 12.08 (Water efficient landscape design and installation) of the Hanford Municipal Code relating to compliance with SB 1383.

RECOMMENDATION:
That the City Council, by motion, Introduce and waive the first reading of Ordinance No. 22-06, and pass the ordinance to the second reading.

BACKGROUND:
In November 2020, the California Department of Resources Recycling and Recovery (CalRecycle) finalized its SB 1383 organic waste diversion regulations, which local governments must comply with by January 1, 2022. The implementation date provided cities and counties with only limited time to undertake a host of actions, including adopting ordinances, arranging for appropriate collection services, establishing inspection and enforcement programs, procuring recovered organic waste products, providing education and outreach, developing edible food recovery programs, hiring staff, and begin reporting compliance to CalRecycle.

Given the COVID-19 pandemic, and the corresponding loss of time and resources, many cities need additional time to comply with all of the SB 1383 regulations. SB 619 was adopted and prohibits CalRecycle from imposing penalties against local jurisdictions that have not yet met the organic waste recycling requirements required by SB 1383 but are making a concerted effort and progress toward compliance.

One of the requirements of SB 1383 is to ensure municipal code is updated to reflect the SB 1383 requirements, including granting local jurisdictions the legal authority to enforce its requirements. While amending the code to comply with the SB 1383 regulations, it was determined additional modifications needed to be made so that the code addresses all current regulations and accurately reflects the operation of the Refuse division.

Below is a description of the significant amendments proposed to the Solid Waste code.

1. Several new definitions have been added to clarify the code requirements.
2. Specifies that "self-haulers" of solid waste from within the City must dispose of materials at the Kings Waste and Recycling Authority (KWRA). This will ensure that KWRA is able to spread fixed and operating costs over a larger volume of material, thereby enabling the facility utilized by City to keep rates as low as possible.
3. Provisions have been added to require recycling and source separation of refuse, greenwaste, and recyclable material. Specific guidance is provided to identify what materials can be placed in each type of container.
4. Authorizes existing commercial users with insufficient enclosure space for multiple wastestream containers to avoid the need to build additional enclosures but still requires them to screen the containers from being easily visible from public right of ways.
5. Gives City the authority to modify a user's refuse service if it is clear that the existing service level is insufficient to handle the solid waste routinely generated onsite.
6. Allows City to exempt commercial users from all or some of the recycling requirements if it is determined that a) a site does not produce a threshold amount of a certain wastestream, or b) no space exists on the property to locate additional containers.
7. Requires users of temporary bins to store the bins on their property and not the public right of ways.
8. Requires edible food generators (for example, grocery stores) to divert as much edible food as possible to agencies that can use the diverted food for human consumption (food banks, for example)
9. Institutes a permit system for hauling businesses doing work in City of Hanford and annual reporting of volumes of waste hauled. This will allow City to get "credit" for recycled material not collected by City Refuse department.
10. Standardizes the process used for delinquencies and collection of past due amounts to correspond to that used for other utility services within the City (water, wastewater, and stormwater).
11. Provides City with the legal right to inspect users for compliance with the requirements of the code.
12. Specifies penalties associated with non-compliance to reflect requirements of State regulations. First offence receives a warning, subsequent violations are charged an escalating fine of $100, $250, and $500 for additional violations within a twelve month period.
13. Numerous formatting, wording, and sequence changes.
14. Relatively minor changes are necessary in Chapter 2.48 of the municipal code (Purchasing System). This primarily relates to the purchasing of recycled content paper products by all City departments.

15. Certain requirements are proposed in Chapter 12.08 of the Municipal Code (Water efficient landscape design and installation) that require covered projects to include mulch and compost in the design and installation of landscapes.

16. Minor changes to the City's building permit process will require submission of a recycling plan prior to issuance of a building permit. The intent is to identify that at least 65% of waste material is either reused or recycled.

Due to the large number of edits in the Solid Waste code, it is not practical to identify each of the changes made to the document, though those changes have been "tracked" and are detailed in the attached "redline" version. Instead, staff recommends replacing the existing solid waste code in its entirety with the proposed draft code.

FISCAL IMPACT:
Adoption of the amended Chapters of the municipal code have no direct budgetary impact, though enforcement of the code requirements could result in additional costs to provide refuse service (purchase of additional bins, cost of enforcement, etc.).

ATTACHMENTS:
2022.05.12 Ordinance re Amendment of HMC Ch. 13.12 12.08 and 2.48
2022.05.12 Hanford solid waste ordinance (redline) TM
Draft code, Chapter 12.08
Draft code, Chapter 2.48
Hauler permit application, all forms
Hauler permit application, all forms

ORDINANCE NO. 22-6

AN ORDINANCE OF THE CITY OF HANFORD AMENDING HANFORD MUNICIPAL CODE CHAPTERS 13.12, 12.08, AND 2.48

WHEREAS, in 2020, the California Department of Resources Recycling and Recovery finalized organic waste diversion regulations (CalRecycle Regulations) in accordance with SB 1383; and

WHEREAS, local jurisdictions were initially given until January 1, 2022 to comply with the CalRecycle Regulations; and

WHEREAS, implementation of CalRecycle's Regulations require local jurisdictions to undertake numerous actions, including the adoption of ordinances, arrangement of appropriate collection services, establishment of inspection and enforcement programs, procurement of recovered organic waste projects, provision of education and outreach, development of edible food recovery programs, hiring of staff, and implementation of CalRecycle reporting requirements; and

WHEREAS, the COVID-19 pandemic caused the January 1, 2022 deadline to be infeasible for many local jurisdictions; and

WHEREAS, SB 619 was adopted due to delays in implementation of the CalRecycle Regulations caused by the COVID-19 pandemic;

WHEREAS, SB 619 prohibits CalRecycle from imposing penalties against a local jurisdiction that has not satisfied the requirements of the CalRecycle Regulations by the January 1, 2022 deadline if the jurisdiction is making a concerted effort toward compliance; and

WHEREAS, the CalRecycle Regulations require that the Hanford Municipal Code (HMC) be amended to incorporate the requirements of the CalRecycle Regulations; and

WHEREAS, HMC Chapter 13.12, which pertains to the City's solid waste collection and disposal services, requires amendment to incorporate the mandates of the CalRecycle Regulations, including, without limitation, organic waste diversion requirements; and

WHEREAS, HMC Chapter 12.08, which regulates landscape design and construction, requires amendment to incorporate the mandates of the CalRecycle Regulations involving the use of mulch and compost in landscape design and construction; and

WHEREAS, HMC Chapter 2.48, which pertains to the City's purchasing system, requires amendment to incorporate the mandates of the CalRecycle Regulations involving the City's purchase of paper and similar products containing recycled material.

NOW, THEREFORE, the City Council of the City of Hanford does ordain as follows:

Attachment: 2022.05.12 Ordinance re Amendment of HMC Ch. 13.12 12.08 and 2.48 (PW: Amendments to Muni Code Chapters 13.12 (refuse),

Section 1. The CalRecycle Regulations establish requirements for the City's collection and disposal of solid waste, including, without limitation, provisions involving organic waste diversion. Accordingly, HMC Chapter 13.12 is deleted in its entirety and is restated as reflected in the attached Exhibit "A," which is incorporated herein by reference.

Section 2. The CalRecycle Regulations establish requirements for the use of mulch and compost in landscape design and construction. Accordingly, HMC Chapter 12.08 is deleted in its entirety and is restated as reflected in the attached Exhibit "B," which is incorporated herein by reference.

Section 3. The CalRecycle Regulations establish requirements regarding the City's purchase of paper and similar products containing recycled material. Accordingly, the text set forth in the attached Exhibit "C," which is incorporated herein by reference, is added as HMC Section 2.48.035.

Section 4. This Ordinance shall take effect thirty (30) days after its adoption 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, ADOPTED AND APPROVED this 21st day of June, 2022 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

_____

KALISH MORROW
MAYOR of the City of Hanford

Attest:

_____

CITY CLERK

Attachment: 2022.05.12 Ordinance re Amendment of HMC Ch. 13.12 12.08 and 2.48 (PW: Amendments to Muni Code Chapters 13.12 (refuse),

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 passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 21st day of June, 2022.

Date: _____ _____
City Clerk

Attachment: 2022.05.12 Ordinance re Amendment of HMC Ch. 13.12 12.08 and 2.48 (PW: Amendments to Muni Code Chapters 13.12 (refuse),

Attachment: 2022.05.12 Hanford solid waste ordinance (redline) TM (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing),

EXHIBIT "A"

13.12.010 Definitions.

For the purpose of this chapter, the following terms, words and phrases are defined as follows:

"Act" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.) and all regulations adopted under said Act, as may be amended from time to time.

"Automated Lift Container" or "container" means a container with a hinged lid that is designed to be lifted, dumped, and returned by solid waste collection vehicles that have a mechanical lifting device.

"Authorized Containers" means the types of containers provided by the City that are authorized to be used for solid waste collection within the City. Authorized residential containers are 96 gallon automated lift containers provided by the City for residential solid waste collection. Authorized commercial containers are bins as described below. The Director must authorize in writing the use of any other type container for residential or commercial solid waste collection. Solid waste set out for collection in any unauthorized or unapproved containers will not be serviced until the solid waste is placed in an authorized container for collection.

"Authorized Person": see "Collector" and "Permitee".

"Bin", "Automated Lift Bin", or "Bin" means a metal or composite material container, one (1) to six (6) cubic yards in size, supplied by the City for a rental fee, approved by the Director for the deposit of solid waste (loose or compacted) which shall:

1. Have a close-fitting cover for each compartment;
2. Be leak-proof if carrying wet wastes;
3. Be free of sharp, rough, or jagged surfaces or edges likely to cause injury;
4. Uses casters or other means for easy movement (for bins up to four cubic yards in size);
5. Be designed in a manner to be emptied mechanically.

"Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.

"Bulky Wastes" means and includes large items of solid waste such as appliances, furniture, large auto parts, trees, large branches, stumps, asphalt, concrete, large rock, and other wastes of large size or significant weight not easily contained in a solid waste container, or which precludes or complicates handling by normal collection or disposal methods.

"Bundle" means a package containing organic waste only (no liquids), not exceeding four feet (4') in its longest dimension, two feet (2') in diameter nor forty (40) pounds in weight, securely tied with cord or rope of sufficient strength to permit lifting and carrying of the full weight thereof without spillage

Attachment: 2022.05.12 Hanford solid waste ordinance (redline) TM (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing),

"Buy-back Facility" means a facility which purchases source-separated recyclable materials.

"Cart" see "automated lift container" above.

"City" means City of Hanford.

"City Council" means the City Council of the City of Hanford.

"City Manager" means the City Manager of the City of Hanford or the manager's designee.

"Collector" means any authorized person who operates a service route or provides service and is directly or indirectly reimbursed for the collection, transportation and disposal of solid waste from residential, commercial or industrial premises where generated in the City of Hanford.

"Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

"Commercial Business" or "Commercial Generator" means any commercial or industrial property that generates solid waste; offices; churches; hospitals; other commercial sources of solid waste; multifamily dwellings (defined below); and schools.

"Commercial Solid Wastes" means and includes solid waste generated by Commercial Generators.

"Compost" means the product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal solid waste stream or which are separated at a centralized facility.

"Composting Facility" means a permitted solid waste facility at which composting is conducted and which produces compost, excluding private residences engaged in composting for their own purposes.

"Construction and Demolition Wastes" (C&D) means and includes the waste building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition operations on pavements and structures.

"Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

"County" means the County of Kings, California

"Curbside Collection" means the collection of solid waste from a location adjacent to the street or alleyway.

Attachment: 2022.05.12 Hanford solid waste ordinance (redline) TM (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing),

"Customer" means the person in whose name an account for solid waste service is established.

"De Minimis" means a quantity of material below a certain threshold.

"Delinquent Balance" means fees which are not paid in accordance with the schedule established by the City Council or director as required by Section 13.12.150, et seq. At the time the fees become delinquent, they shall constitute an unrecorded lien against the property.

"Director" or "Public Works Director" means the director(s) of the department(s) responsible for carrying out the provisions of this chapter, the City of Hanford Public Works Department.

"Bin Service" means service approved by the solid waste superintendent wherein the City provides one or more commercial bins of one (1) to six (6) cubic yard in size. Such bins shall be furnished by, rented from, and serviced by the City.

"Dwelling Unit" means a room or group of rooms (including sleeping, eating, cooking, and sanitation facilities, but not more than one (1) kitchen), which constitutes an independent housekeeping unit, occupied or intended for occupancy by one (1) household on a long-term basis.

"Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter and except as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

"Food Distributor" means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores.

"Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

"Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

"Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;
2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

Attachment: 2022.05.12 Hanford solid waste ordinance (redline) TM (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing),

"Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

"Food" has the same meaning as in Section 113781 of the Health and Safety Code.

"Food service provider" means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

"Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper cups, napkins, coffee filters, pizza boxes, and milk cartons.

"Food Waste" means discardedfood and Food-Soiled Paper.

"Gray Container" or "Black Container" has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Grey Container Waste.

"Gray Container Waste" or "Black Container Waste" means Solid Waste that is collected in a Gray or Black Container that is part of a three-container collection service that prohibits the placement of Organic Waste and recyclables in the Gray or Black Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

"Green Container" or "Greenwaste Container" has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Organic waste.

"Grocery store" means a store primarily engaged in the retail sale of canned and packaged food; dry goods; fresh fruits and vegetables; fresh meats, seafood and poultry; and any area that is not separately owned within the store where food is prepared and served, including a bakery, deli, and meat and seafood departments.

"Hazardous Wastes" is any substance or material that is identified as hazardous and is subject to regulation under federal or state law. This includes any waste with properties that make it potentially dangerous or harmful to human health or the environment. Hazardous wastes can be liquids, solids, or contained gases, and can exhibit the properties of being ignitable, corrosive, toxic or reactive to other chemicals or substances. They can be the by-products of manufacturing processes, discarded used materials such as used oil, or discarded unused products, such as paint, cleaning fluids (solvents) or pesticides. Also includes any substance contaminated with hazardous waste, such as contaminated soil or dirt. Hazardous wastes include, without limitation, household

products that contain corrosive, toxic, ignitable or reactive ingredients, consist of products such as paints, cleaners, oils, batteries and pesticides that contain potentially hazardous ingredients.

"Health Facility" has the same meaning as in Section 1250 of the Health and Safety Code.

"Industrial Waste" means and includes all types of solid wastes that result from industrial processes and manufacturing operations. Industrial wastes do not include wastes legally discharged to the sanitary sewer system.

"Infectious Waste" is defined as solid waste capable of causing infectious disease, such as items contaminated with blood, saliva, or other body substances, or those actually or potentially infected with pathogenic material.

City"KWRA" means the Kings Waste and Recycling Authority, a joint powers authority consisting of the County of Kings and member cities.

"Landfill" means a disposal site at which solid waste is deposited and compacted before burial in a specially prepared area which provides for environmental monitoring and treatment.

"Large Event" means an event, including, but not limited to, a sporting event or a flea market, that serves an average of more than two thousand (2,000) individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned property, including, without limitation, a park, parking lot, golf course, street system, or other open space when being used for an event.

"Large Venue" means a permanent venue facility that can seat or serve an more than two thousand (2,000) individuals per event within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one (1) Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

"Local education agency" means a school district, charter school, or county office of education that is not subject to the control of City regulations related to solid waste.

"May" is permissive.

"Medical Waste" means any solid waste that is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals. This definition includes, but is not limited to:

1. blood-soaked bandages
2. culture dishes and other glassware
3. discarded surgical gloves
4. discarded surgical instruments

Attachment: 2022.05.12 Hanford solid waste ordinance (redline) TM (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing),

5. discarded needles used to give shots or draw blood (e.g., medical sharps)
6. cultures, stocks, swabs used to inoculate cultures
7. removed body organs (e.g., tonsils, appendices, limbs)
8. discarded lancets

"Mixed Recyclables Container" or "Blue Container" means a container or containers approved by the solid waste superintendent and identified solely for the disposal of recyclables as defined in this section.

"Multifamily Dwelling" means five (5) or more attached or detached dwelling units on a single parcel or located on adjoining parcels that function as a single development through shared access, whether rented, leased or separate ownership. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities utilized by occupants as non-permanent dwellings.

"Non-Local Entity" means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):

1. Special district(s) located within the boundaries of the City.
2. Federal facilities, including military installations, located within the boundaries of the City.
3. Prison(s) located within the boundaries of the City.
4. Facilities operated by the State park system located within the boundaries of the City.
5. Public universities (including community colleges) located within the boundaries of the City.
6. County fairgrounds located within the boundaries of the City.
7. State agencies located within the boundaries of the City.

"Nuisance" means a violation of this Chapter or anything which is injurious to health or is offensive to the senses or an obstruction to the free use of property so as to interfere with a person's comfort or enjoyment of life or property, or which affects at the same time an entire community or neighborhood or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.

"Oils" are defined as any mineral, vegetable, or synthetic substance or animal or vegetable fats that are generally slippery, combustible, viscous, liquid or liquefiable at room temperatures, soluble in various organic solvents such as ether but not in water. Common oils include but are not limited to:

1. Petroleum or a petroleum derivative, such as engine oil or lubricants.
2. Oil based paints
3. Cooking oil or fat
4. Fuels such as gasoline or diesel fuel

Attachment: 2022.05.12 Hanford solid waste ordinance (redline) TM (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing),

Attachment: 2022.05.12 Hanford solid waste ordinance (redline) TM (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing),

"Organic Waste" means all organic putrescible materials, including, without limitation, food, plants, leaves, weeds grass and grass clippings, landscape prunings, trimmings, small branches, stumps, lumber without nails, sawdust, and compostable food-soiled paper or cardboard products. Organic waste does not include treated, stained, or painted wood or other materials that are coated with a toxic or non-compostable substance.

"Overfull" means filled to a level exceeding the designed capacity of a container or bin. A container or bin shall be deemed overfull when the material therein extends above the lip of the container or bin and/or the lid of the container or bin is unable to close fully. Containers or bins too heavy to lift or move shall also be considered overfull.

"Permittee" or "Permitted Hauler" means a person who has been issued a permit as prescribed in this chapter to engage in the collection, handling or processing of solid waste within the City.

"Person" means an individual, firm, association, partnership, public or private corporation, company, organization, political subdivision, governmental agency, trustee, receiver or any other entity whatsoever.

"Premises" means a tract or parcel of land with or without habitable buildings or appurtenant structures.

"Prohibited Container Contaminants" means the following:

1. Discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Blue Container;
2. Discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City's Green Container;
3. Discarded materials placed in the Gray or black Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City's Green Container and/or Blue Container; and
4. Hazardous substances, hazardous waste, infectious waste, designated waste, volatile material, corrosive material, medical waste, regulated radioactive waste, and toxic substances or material that, upon acceptance, would be a violation of local, State, or Federal law, regulation, or ordinance. Provided however, the term "prohibited container contaminants" does not include de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste

"Putrescible Waste" means and includes wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and include materials such as food wastes and offal.

Attachment: 2022.05.12 Hanford solid waste ordinance (redline) TM (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing),

"Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

"Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

"Recycled-Content Paper" means paper products and printing and writing paper that consists of at least 30 percent (30%), by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

"Recyclable Wastes", "Recyclables", or "Mixed Recyclables" means non-putrescible and non-hazardous residential, commercial or industrial solid recyclable waste, which includes, but is not limited to, clean CRV redeemable cans and containers, clean recyclable plastics, paper and cardboard and other such materials that are determined by the Director to be recyclable and are not soiled or deteriorated. Recyclable wastes do not include treated or painted wood or other materials that are coated with a toxic or non-compostable substance. Recyclable wastes are included within the definitions for solid waste, as outlined in this section.

"Residential Wastes" means and includes all types of domestic solid waste which originate in dwelling units.

"Rubble" means rocks, concrete, bricks and similar solid material; plaster, dirt and similar abandoned or discarded inorganic, noncombustible, non-putrescible materials; building construction or demolition waste materials; sod.

"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

"Shall" is mandatory.

"Single-Family Residence" means of, from, or pertaining to any residential premises with fewer than five (5) units. For the limited purpose of implementing and assessing compliance with SB 1383, "single-family residence" shall include multi-family residential dwellings with fewer than five (5) units.

"Sod" is defined as soil with some type of grass or plant growing in it, cut or dug up from the ground.

"Soil" or "Dirt" is defined as the upper layer of earth in which plants grow, a black or dark brown material typically consisting of a mixture of organic remains, clay, and rock particles; dirt is loose soil.

"Solid Waste" means all putrescible or nonputrescible solid and semi-solid waste, including recyclables, organic waste, gray container waste, excepting the following: solid waste generated by commercial agricultural operations, and liquid-carried industrial wastes, and sewage or sewage hauled as an incidental part of a septic tank or cesspool cleaning service, hazardous substances, hazardous waste, infectious waste, volatile material, corrosive material, medical waste, infectious waste, regulated radioactive waste, rubble, and toxic substances or material that, upon acceptance, would be a violation of local, State, or Federal law, regulation, or ordinance. .

"Solid Waste Collection Service" means service furnished by the City or a duly permitted collector for the collection and disposal of solid waste within the City and the areas serviced by the City in the County of Kings and hauling said waste to a facility for processing, transfer and disposal.

"Solid Waste Containers": See Authorized Containers.

"Solid Waste Facility" means a disposal site, buy-back facility, material recovery facility (MRF), composting facility, transfer station, or a site that engages in any solid waste processing, or any facility specified in California Public Resources Code Section 40194 and as amended from time to time. Solid waste facility shall include a commercial or industrial business conducting salvage of recyclables, but shall exclude private residences engaged in salvaging of recyclables for their own purposes.

"Solid Waste Processor" means any authorized person regularly engaged in the processing and/or recycling of solid wastes. Solid waste processor includes a "buy-back facility."

"Solid Waste Separation" means the placement of recyclables and organic wastes in separate containers; the physical separation of recyclables and organic wastes from other solid waste. The term segregation shall be interchangeable with separation.

"Solid Waste Superintendent" means the public works director of the City or such person designated by him/her to supervise the solid waste collection and disposal service for the City.

"Source Separation" or "Source Separated" means the separation or segregation of solid waste, at the place of generation or production of the wastes and resources for separate collection, processing, recycling, reuse, recovery or disposal.

"Source Separated Green Container Organic Waste" means Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste created by the generator, excluding Source Separated Blue Container Organic Waste, carpets, non-compostable paper, and textiles.

"Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container waste.

"Special Haul" means the collection of solid waste in excess of the maximum amounts of solid waste to be collected by the City at a single collection or collection of any material not defined in this section as solid waste.

"Special Waste" means solid waste which has characteristics which make it unsuitable for collection and/or processing by regular or routine methods. Such wastes will be collected and/or processed separately from the regular collection and procedures.

"Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items.

"Temporary Service" means limited-term service for bins which may be requested for a period not to exceed four (4) weeks or more than four (4) dumps in any four (4) week period. Temporary service may be requested up to three (3) times in any twelve (12) month period, unless authorized by the Director or his or her designee, and except for construction sites or work requiring a permit where temporary service may be required for longer periods of time or where longer terms are authorized in writing by the Director.

"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than ten thousand (10,000) square feet.
3. Food Service Provider.
4. Food Distributor.
5. Wholesale Food Vendor.

"Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with two hundred fifty (250) or more seats, or a total facility size equal to or greater than five thousand (5,000) square feet.
2. Hotel with an on-site Food Facility and two hundred (200) or more rooms.
3. Health facility with an on-site Food Facility and one hundred (100) or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with two hundred (250) or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

"Walk-in Service" means service where one authorized container may be placed for collection not more than seventy-five (75) feet from the curb face. Such service shall be limited to residential customers who are blind, disabled or, for some physical reason, cannot move their containers to the curb or alley. Such hardship cases will be reviewed and a decision made on an individual basis by the solid waste superintendent.

"Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination.

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13.12.020 City Manager Authorization.

The City manager is authorized to delegate authority and, in accordance with Chapter 2.48, expend all necessary resources in order to carry out the provisions of this chapter. The City manager and/or his or her designee is also authorized to:

A. Establish residential and commercial minimum service required to prevent accumulations of solid waste which would lead to a threat to the health and safety of the citizens of the City;

B. Set policies and standards for efficient and effective solid waste collection and disposal services;

C. Recommend to the City Council revisions to fees and charges for regular service which are needed to insure that all solid waste collection, transport, and disposal costs, both direct and indirect, are met;

D. To the extent the Proposition 218 process is inapplicable, set charges for service not specified in the rates adopted by resolution by the City Council;

E. Enforce the rules and regulations contained in this chapter;

F. For commercial generators and residential units under this chapter, the Director shall have the authority to establish appropriate service variances in applying this chapter. Such variance shall be at the sole discretion of the Director.

G. The Director and his or her designee(s) are authorized to enter any restaurant, hotel or other public place, or yard or out building to determine compliance with the provisions of this chapter.

13.12.030 Solid waste collection service—Compulsory.

A. Subscription Required. Any and all person(s) in possession or control of all places and premises within the City shall be required to use, and shall pay for solid waste collection and disposal services provided by the City, as found by the Director to be necessary to allow for removal of all solid waste normally created, accumulated or produced on the premises during the intervals between regular collections.

In the event City is unable to provide the solid waste collection service required by any person, as defined herein, the owner, tenant, or representative of the premises may contract with a hauler permitted to operate within the City.

B. Nothing in this Chapter shall be interpreted as prohibiting an owner or occupant of any premises from the incidental self-hauling of recyclable material, organic waste, gray container waste, or rubble generated on their premises to an appropriate disposal site,

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hazardous waste collection site, or organics or recycling collection facility located within the County of Kings. The owner or occupant is, however, still required to maintain minimum City-provided solid waste services as defined in section 13.12.040 below, and pay all associated fees for the service as established by the City.

C. Except for duly licensed solid waste facilities, it is unlawful for any occupant or owner of any building, lot, or premises in the City to allow or permit to collect or remain on such premises any solid waste such that it causes a public nuisance.

D. All premises shall be kept free of solid waste and other discarded materials. The owner, occupant, or operator of any premises shall be responsible for the safe and sanitary storage of all solid waste, recyclables, organic waste, and other discarded materials accumulated on the premises.

E. Storage of Solid Waste. It shall be the duty of every owner and occupant of any private property generating solid waste to provide, and at all times to keep within the building or on the lot on which the building is situated, sufficient automatic lift containers and/or bins to allow storage of all solid waste and rubble normally accumulated on the premises during the intervals between regular collections without spillage, escape of odors, fly breeding, or creation of any nuisance.

1. Owners of property within the City shall provide sufficient space on the property to store all containers and/or bins being used to collect all solid waste generated on the property.

a. Residential containers shall be stored on the property off the street during non-collection days and in a location where the containers are screened and cannot be easily viewed from the public right of way.

b. In order to maintain cleanliness, restrict public view, contain waste spillage and restrict access, all bins used for waste collection, unless otherwise exempted herein, must be stored on the property in approved enclosure(s) built to City standards. Enough enclosure space shall be allocated to provide sufficient bin storage area for each bin on the property.

c. If the City determines it is unfeasible or unsafe to locate the enclosure(s) on the property for direct stab service accessibility, at his or her discretion, the Public Works Director may authorize the execution of a written agreement with the property owner and recorded with the property, to allow the owner or tenant to roll the bin(s) out to the street no earlier than 5:00 P.M. on the day prior to collection and roll them back in no later than 12:00 P.M. on the day of collection. However, all bins are required to be stored on the property in enclosures built to City standards on non-service days.

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d. Sites developed under prior City standards for enclosures that have insufficient enclosure space for multiple solid waste containers shall not be required to construct additional enclosures unless required as a condition of remodeling/expanding of the premises. Containers not placed in enclosures must be located such that they are screened and not easily visible from the public right of way.

e. Any exceptions to the above requirements must be authorized in writing by the Public Works Director or designee.

2. Owners and/or tenants of a property shall be responsible to maintain and clean/pick up any spillage or littering of solid waste prior to the container or bin being serviced, regardless of who caused the spillage or littering. Likewise, automatic lift containers and bins shall be kept in a sanitary condition by property owners and persons in possession or control thereof.

3. The City reserves the right to require the exclusive use of City-provided automated lift containers and/or bins for all regular solid waste collection services provided by the City.

F. Source Separation Required. All customers in the City, except those specifically exempted in this chapter or in writing by the Public Works Director, must source separate their recyclable waste and organic waste, and place each type in a separate container designated for that specific type of collection.

1. Generator shall place source separated green container organic waste, including food, in the green container; source separated recyclable materials in the blue container; and gray container waste in the gray container. Generators shall not place materials designated for the gray container into the green container or blue container, and shall not place prohibited container contaminants in collection containers.

2. City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. Commercial businesses shall adjust the service level for their collection services as requested by the City.

3. Excluding single family and multi-family residential dwellings, each generator shall provide containers for the collection of source separated green container organic waste and source separated blue container recyclable materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the materials that would be collected in one type of container, then the business will not be required to provide that particular container in areas where disposal containers are provided for customers.

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4. Pursuant to 14 CCR Section 18984.9(b), the containers provided to a commercial generator shall have either:

   a. A body or lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A commercial business is not required to replace functional containers that do not comply with the requirements of this subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

   b. Container labels or imprints that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container. Pursuant to 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

5. Contamination. No person may mix solid waste of one type in a collection container designated for another type, except as otherwise provided in this Chapter. A violation of this section shall constitute a nuisance, and result in the contaminated container(s) being left unserviced, with a tag placed on the container describing the violation and why the container was left unserviced and notifying the customer of any actions or fines being assessed. The customer is required to correct the contamination issue prior to the container being serviced. Repeated instances of contamination may result in higher fees to service the contaminated container, fines, or both.

G. Commercial Generator Requirements: To the extent practical through education, training, inspection, and/or other measures, commercial generators shall:

1. Prohibit employees from placing materials in a container not designated for those materials.
2. On a monthly basis, inspect blue containers, green containers, and gray containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
3. Annually provide information to employees, contractors, tenants, and customers about organic waste recovery requirements and about proper sorting of source separated green container organic waste and source separated recyclable materials.
4. Landlords shall provide education information before or within fourteen (14) days of occupation of the premises by new tenants that describes requirements to keep source separated green container organic waste and source separated recyclable materials separate from gray container waste and the location of containers and the rules governing their use at each property.
5. Provide or arrange access to properties for the City, or its designee, to confirm compliance with the requirements of this chapter.

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H. Ownership / Scavenging of solid waste

1. Solid waste, when placed out in authorized containers for collection, shall be deemed to be City property and under control of the City. Without permission of the City, no person shall remove waste or materials placed in an authorized container.

2. Any person violating the provisions of this section shall be guilty of a misdemeanor. At the discretion of the enforcement officer, the violation may alternatively be charged as an infraction or treated as an administrative violation.

13.12.040 Solid waste collection service.

A. Prior to occupancy, a property owner or tenant must establish appropriate utility service for the property, including solid waste services. Failure to do so is a violation of this chapter. The City reserves the right, at the sole discretion of the Director, to establish utility service for the property in either the tenant or property owner's name and to make such service effective as of date of occupancy, as determined by the Director.

B. Failure of a tenant to establish service prior to occupancy may, at the sole discretion of the Director, result in the City establishing utility service for the property in property owner's name, effective as of date of occupancy, as determined by the Director.

C. It is the property owner and/or tenant's responsibility to keep the area surrounding the containers, bin(s), the enclosure(s) and the access path to the containers, bin(s) or enclosure(s) free of obstacles that may block or impair the ability to provide solid waste service to the property. This includes, but is not limited to, basketball hoops, overhanging branches, scattered debris, and the like. If debris is not cleaned up and it interferes with collection, the City may clean up an enclosure and bill the property owner or tenant for the full cost of the cleanup plus a fifteen percent (15%) administration fee.

D. **Minimum Container Service, single family residential.** One container for gray container materials, one container for recyclables, and one container for organic wastes shall be the minimum solid waste service for each single-family residence, unless authorized by the Director. The Director may authorize or require alternative automatic lift container services to be shared by two (2) units of a single-family residence or mobile home park.

E. Minimum Service – Commercial Generators. Minimum service for all commercial generators shall be determined by a waste stream assessment conducted with the customer either on site or remotely by City staff. A waste assessment will determine the volume of demand for each type of waste generated on site, and the appropriate bin size(s) and service frequency required to accommodate each of the generated waste streams in order to remove all waste generated on site in a timely manner and not allow waste to accumulate or become a nuisance.

1. Commercial generators that produce four (4) or more cubic yards per week of solid waste (gray container waste, recyclables, and organic wastes combined) are required to provide containers for source separated recyclable waste (blue container) in compliance with Assembly Bill 341 of 2011, unless otherwise exempted under the provisions of this Chapter.

2. Commercial, industrial, and multifamily dwellings that produce two (2) or more cubic yards per week of solid waste (gray container waste, recyclables, and organic wastes combined) are required to provide containers for source separated organic waste (green container) in compliance with Senate Bill 1383 of 2016, unless otherwise exempted under the provisions of this Chapter.

3. City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. Commercial businesses shall adjust the service level for their collection services as prescribed by the City.

4. In the event a determination is made that the site does not generate enough waste to warrant bin service, or where bin service would be impractical or unfeasible, the Director may grant an exception and allow residential containers to be used for the commercial service, but in no case shall minimum service be less than one (1) residential container for each waste stream generated on site.

F. Waivers for Commercial Generators:

1. De Minimis Waivers: City may waive some or all of organic waste requirements of this ordinance applicable to commercial businesses.

   a. Commercial generators requesting a de minimis waiver shall:
      i. Submit an application specifying the services that they are requesting a waiver from and provide documentation that either:
         (a) The Commercial generator's total solid waste collection service is two (2) cubic yards or more per week, and organic waste subject to collection in a green container comprises less than twenty (20) gallons per week of the business' total waste; or,
         (b) The commercial generator's total solid waste collection service is less than two (2) cubic yards per week and organic waste subject to collection in a green container comprises less than ten (10) gallons per week of the generator's total waste.

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ii. Notify City if circumstances change such that commercial generator's organic waste exceeds the threshold required for waiver, in which case the waiver will automatically terminate.

iii. Provide written verification of eligibility for de minimis waiver every five (5) years, if City has approved a de minimis waiver.

b. If a customer has been granted a de minimis waiver and subsequently requests or otherwise increases its service level, the de minimis waiver shall be void. Customer may submit a new request for a de minimis waiver.

2. Physical Space Waivers: City may waive a commercial generator's or property owner's obligations to comply with some or all of the recyclable materials and/or organic waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lack adequate space for the collection containers required for compliance with the recyclable and/or organic waste collection requirements of this Chapter.

a. A commercial generator or property owner may request a physical space waiver through the following process:

i. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

ii. Provide documentation that the premises lacks adequate space for blue containers and/or green containers including documentation from its hauler, licensed architect, or licensed engineer.

iii. Provide written verification to City that it is still eligible for physical space waiver every five (5) years, if City has approved application for a physical space waiver.

3. Review and approval of waivers by City shall be at the discretion of the Public Works Director or their designee.

G. Frequency of Collection.

1. Service to residential single-family residential units shall be no less than one (1) collection per week for each container type (organics, trash, and recyclables).

2. Bin service to commercial businesses shall be at the rate of a minimum of one (1) collection per week. Bin size(s) and service frequency shall be sufficient to accommodate the waste streams generated on site, unless otherwise authorized by the Director.

H. The owners or occupants of all premises upon which solid waste is produced or accumulated shall subscribe for service as herein required and shall be given the type and frequency of service, according to the rates set forth by the City Council, that will, in the opinion of the Director, cause all solid waste to be removed from the premises, so there will be no accumulation, collection and keeping of the same on the premises to the detriment of public health and/or convenience.

1. The City reserves the right, upon notice to the primary account owner, to increase the number, bin size and/or frequency of service on an account if it is determined that the current level of service is insufficient to accommodate the waste stream(s) being generated, or if the bin or container is repeatedly overfull or overweight at current service levels.

I. Manner of Collection

1. Containers and bins provided by the City, shall not be overfilled by the user.

2. Overfull containers and bins may not be serviced if, in the opinion of the solid waste operator, servicing of the container or bin could likely result in solid waste material being spilled to the ground or damage caused to the waste collection equipment. If an overfilled container or bin was scheduled for collection and it is not collected due to noncompliance with the provisions of this section, the customer must remove any excess material prior to the container or bin being serviced and may call to reschedule service, if required. A fee for additional service may apply and shall be determined by the Director.

3. Curb Service Customers. All customers whose containers or bins are required to be placed curbside for service shall place their blue, green, and grey containers at the curb between the hours of 7:00 p.m. the day prior to collection and 4:30 a.m. the day of collection, and shall remove the empty containers from the curb and store, as defined in Section 13.12.030, no later than 12:00 midnight on the day of collection. Late placement of containers may result in the container(s) not being serviced or additional fees being charged if the City accommodates a request for late service.

4. Alley Service Customers. Customers receiving alley service shall place their solid waste containers in the alley at the property line and according to the schedule above.

5. Collection of Organic Waste. Organic waste shall be separated by the customer from all other solid waste and shall be placed only in the green container, which is designated for organics in accordance with this chapter and resolutions of the City Council. Tree trimmings and limbs too numerous or large to be placed in the green container will be collected as a special haul at an additional fee to the customer so long as the tree trimmings and limbs are less than 4 inches in diameter and are tied at each end in bundles.

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6. Collection of Mixed Recyclables: Mixed recyclables shall be separated by the customer from all other solid waste and shall be placed only in the blue container, which is designated for mixed recyclables as provided by the City for collection in accordance with this chapter and resolutions of the City Council.

7. Bin Service - Residential Areas.

   a. Bin service may be allowed for single-family residences if approved by the solid waste superintendent. All requirements for source separation per Section 13.12.030.C shall remain in effect.

   b. Bin service may be used in mobile home parks if approved by the solid waste superintendent. All requirements for source separation per Section 13.12.030.C shall remain in effect.

   c. Bin service is required for all multifamily dwellings and all multifamily dwelling complexes.

8. Bin service – Commercial: For collection, the area surrounding the bins, the enclosure and the access path to the bins or enclosures must be cleared of obstacles that may block or impair the ability to service the bins. Bins must not be overfull or overweight. In addition, any access gates that would prevent servicing the bin must be opened or codes provided to the City. If locks are used, they shall be supplied by City, along with one key, at cost. The bin shall be placed such that a minimum of two feet of space is available on all sides.

   a. If a bin cannot be collected due to noncompliance with the provisions of this section, a collection fee shall be charged for rescheduled service. The customer must contact the City to reschedule service, if desired. The fees for rescheduled service shall be set by Council.

   b. All bins, when not placed out for collection, must be kept on the property in appropriate enclosures meeting design specifications issued by the Director, or in locations approved by the Director.

      i. Existing sites with insufficient enclosure space for multiple waste stream containers shall not be required to construct additional enclosures unless required as a condition of remodeling/expanding of an existing building. Containers not placed in enclosures must be located such that they are screened and not easily visible from the public right of way. Any exceptions to the above requirements must be authorized in writing by the Public Works Director or designee

13.12.050 Disabled Exemption

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A. Notwithstanding any other provisions of this chapter or any other provisions of the City code to the contrary, an exemption from placing a container at the curb as described in Section 13.12.040 may be made, upon approval of an application to the Director, to certain service users. If approved, walk-in service will be provided free of charge, where the operator will roll the containers out from the house, service them and roll them back (containers cannot be in garages or behind fences).

B. The requester must attest and provide verifiable evidence that:

1 They are physically unable to place a full waste container at the curb (may be required to provide a doctor's note confirming physical disability), AND

2 There is no able bodied person living or staying more than two (2) hours a day during the week at the address or is otherwise available to place a full waste container curbside.

C. The Director is authorized to set standards, terms and conditions for said exemptions. The exemption provided for in this section shall be by written request by customer to the Public Works Director.

D. Walk-in service fees shall be established by resolution of the City Council.

E. A customer will be exempt from walk-in service fees if they can demonstrate financial inability to subscribe or pay for such service, as determined by the current standards for household low income thresholds by the California Alternative Rates for Energy program (CARE). This can be done by providing a copy of the most current year signed IRS tax return, copies of the last three (3) employers pay stubs, or through other documents demonstrating financial hardship.

13.12.060 City Provided Temporary Bin Service.

The City may provide temporary bin service for residential accounts or areas upon application for such service, and upon a finding by the Director that regular service would not be appropriate. Temporary service may be authorized for short-term, intermittent solid waste collection needs. Temporary service shall not be authorized to replace regular, minimum service.

A. Priority. Temporary service requests are accepted on a first-call, first-service basis.

B. Payment of Fee. Payment of the fee for temporary bin service is due prior to delivery of the bin. Temporary bin service may be denied if there is a past-due balance on the customer's existing City utility account.

C. Location. Bins provided by the City for temporary service shall be stored on the property and not on the street, sidewalk, or gutter, and must be placed for curbside collection no later

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than four a.m. on the morning of scheduled collection. The bin shall be placed such that a minimum of four feet (4') of space is available on both sides of the bin so the bin may be serviced. The bin shall not be overfull or overweight. If the bin was scheduled for collection and it could not be collected due to noncompliance with the provisions of this section, a minimum collection fee shall be charged to the account of the customer. The customer must correct the noncompliance and then call to reschedule collection service. The fees for rescheduled service shall be determined by resolution of the City Council.

D. Responsibility. It will be the responsibility of the person renting the temporary bin to ensure that the bin:

1. Does not pose a risk to public health or safety. The City may remove a temporary bin if the City confirms that the bin creates a risk to public health or safety.

2. Does not become over full or have solid waste or other discarded material placed, dropped or scattered around the container. The area around the container shall be kept clean and free of debris at all times.

3. Is not subject to or available for illegal dumping or scavenging. It will be the responsibility of the person renting the temporary bin to properly collect and dispose of any materials illegally dumped, scavenged or scattered in or around the bin.

13.12.070 Waste Not Accepted by City.

A. Wastes that will not be collected by the City, except as provided in Subsection C below, include, but are not limited, to the following:

1. Ammunition and other explosive and highly combustible materials;
2. Dead animals;
3. Hazardous waste;
4. Hot ashes;
5. Infectious waste;
6. Medical Waste;
7. Oils;
8. Axles;
9. Rubble (including bricks, building blocks, concrete, rocks, soil, dirt, and sod);
10. Heavy machinery parts;
11. Large appliances; and
12. Other material deemed by the Public Works Director to be dangerous or which may exceed the capabilities of the City's refuse collection or disposal capabilities.

B. The City shall not collect hazardous wastes or infectious wastes, either alone or mixed with other matter which would normally be collected, unless the City establishes specific collection services for such wastes that meets all applicable state and federal rules and regulations.

C. Certain waste listed under Subsection A of this section may be collected as part of special collection services as established by the City from time to time.

D. For wastes not collected by the City, each generator shall arrange for the timely disposal of such waste in accordance with applicable local, state, and federal laws, ordinances and regulations and in a manner that ensures the waste does not threaten public health or safety and does not accumulate to the point that it is offensive to the public's senses.

13.12.080 Requirements for Commercial Edible Food Generators.

A. Tier one commercial edible food generators must comply with the requirements of this Section 13.12.080 commencing January 1, 2022, and tier two commercial edible food generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Large venue or large event operators not providing food services, but allowing for food to be provided by others, shall require such parties to comply with the requirements of this Section, commencing January 1, 2024.

C. Commercial edible food generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of edible food that would otherwise be disposed.
2. Contract with or enter into a written agreement with food recovery organizations or food recovery services for the collection of edible food for food recovery; or acceptance of the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.
3. Shall not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.
4. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
    a. A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
    b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

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c. A record of the following information for each of those food recovery services or food recovery organizations:

i. The name, address and contact information of the food recovery service or food recovery organization.

ii. The types of food that will be collected by or self-hauled to the food recovery service or food recovery organization.

iii. The established frequency that food will be collected or self-hauled.

iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.

5. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

6. No later than March 1 of each year commencing no later than March 1, 2023 for tier one commercial edible food generators and march 1, 2025 for tier two commercial edible food generators, provide an annual food recovery report to the City that includes the following information: pounds of recovered food collected, agency receiving the recovered food, and a copy of any contract or agreement between the edible food generator and the receiving agency.

7. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

13.12.090 Requirements for Food Recovery Organizations and Services

A. Food recovery organizations and services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a):

1. The name, address, and contact information for each commercial edible food generator from which the service or organization collects or receives edible food.

2. The quantity in pounds of edible food collected or received from each commercial edible food generator per month.

3. The quantity in pounds of edible food transported to each food recovery organization per month.

4. The name, address, and contact information for each food recovery organization that a food recovery service transports edible food to for food recovery.

5. The name, address, and contact information for each food recovery service that the organization receives edible food from for food recovery.

B. Food recovery organizations and food recovery services that contract with or have written agreements with one (1) or more commercial edible food generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of edible food recovered in the previous calendar year from the tier one and tier two commercial edible food generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3 no later than March 1 of each year.

C. Food recovery capacity planning. In order to support edible food recovery capacity planning assessments or other studies conducted by the County, City, or other designated entity, all food recovery services and food recovery organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded food recovery capacity that could be accessed by the City and its commercial edible food generators. A food recovery service or food recovery organization contacted by the City shall respond to such request for information within sixty (60) days.

13.12.100 Facility Operators and Community Composting Operations.

A. Owners of facilities, operations, and activities that recover organic waste, including, but not limited to, compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within sixty (60) days.

B. Community composting operators, upon City request, shall provide information to the City to support organic waste capacity planning, including, but not limited to, an estimate of the amount of organic waste anticipated to be handled at the community composting operation. entities contacted by the City shall respond within sixty (60) days.

13.12.110 Requirements for Haulers

A. Permit required. Persons seeking to engage in the collection, transport, or disposal of solid waste material generated in or located within the Hanford City limits shall obtain a hauler permit from the City prior to commencing such activities. This includes, but is not limited to, persons providing roll off services, landscapers and/or arborists that remove lawn trimmings and waste from customer's premises, commercial compactor haulers, and the like.

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Persons solely providing solid waste bin service to construction sites need not obtain a separate Hauler Permit, though compliance with the requirements of this Chapter and City's C&D rules shall be required as a condition of the issuance of a building permit.

1. Haulers operating within the City of Hanford prior to the adoption of this Chapter shall be allowed to continue operations but must obtain a hauler permit within three (3) months of adoption of this Chapter.

B. Permitted haulers providing residential, commercial, or industrial waste collection services to generators within the City boundaries shall meet the following requirements and standards as a condition of permit approval.

1. All solid waste generated or located within the City limits, including but not limited to source separated recyclable materials, source separated green container organic waste, and grey container waste, shall be transported to KWRA's facility.
2. Through written notice to the City provided on or before the first (1st) day of February, May, August, and November of each year, permitted haulers shall provide the following information to City:
   a. The name, address and telephone number of the person, firm or corporation conducting the solid waste collection and/or processing;
   b. City permit number;
   c. The type of solid waste collected and/or processed;
   d. Total tonnage of solid waste collected or received for processing during that respective quarter;
   e. Type of and tonnage of recyclables collected, received and processed;
   f. Tonnage of organic waste collected, received and processed; and
   g. Destination for disposal of all solid waste streams.

13.12.120 Permits—Termination—Notices—Appeals.

A. Any hauler permit issued pursuant to this Chapter shall be valid for a period not to exceed two (2) years.

B. The solid waste superintendent may terminate any permit issued pursuant to this Chapter on fifteen (15) days' written notice to the permittee when:

1. In the judgment of the solid waste superintendent, such services can be performed with the City's regular equipment; or
2. In the judgment of the solid waste superintendent, the disposal of such accumulations is interfering with the City's disposal of solid waste in accordance with the provisions of this Chapter; or
3. The permittee fails to submit the quarterly report of solid waste processed as provided in Section 13.12.110(B)(2); or

4. The permittee fails to comply with the requirement to transport solid waste material located or generated within the Hanford City limits to KWRA;
5. The permittee fails to comply with KWRA disposal requirements; or
6. The permittee fails to violates any laws, ordinances, or regulations governing the disposal of waste.

C. The solid waste superintendent may terminate any permit issued pursuant to this Chapter on ninety (90) days' written notice to the permittee. The permit shall terminate on the ninetieth (90th) day from the date of the notice. Such notice may be given in writing by ordinary mail, postage prepaid, and addressed to the permittee at its last address as shown by the City's records.

D. Any permittee who has received a notice of termination may appeal the termination in accordance with Section 13.12.210.

13.12.130 Permits not assignable.

Any permit issued pursuant to Sections 13.12.110 shall be personal to the permittee and shall not be assignable. Any attempted assignment of such permit shall result in immediate termination of such permit. (Prior code § 6-3.206)

13.12.140 Business licenses required.

The holder of a permit issued pursuant to Sections 13.12.110, if it does not already hold a business license from the City, is required to apply for and hold a business license from the City pursuant to Chapters 5.04 and 5.08 of the Hanford Municipal Code during all times in which such permit is in effect. (Prior code § 6-3.207)

13.12.150 Solid waste collection service—Rates—Setting by City Council resolution—Charges for street sweeping.

All rates and charges for solid waste collection service for residential and commercial service shall be fixed by resolution of the City Council and may include a charge to each residential and commercial service within the City limits for street sweeping. (Prior code § 6-3.104). Fees for extra or special services shall be set by resolution of the City Council.

13.12.160 Solid waste collection service—Billing.

Solid waste collection charges including, without limitation, civil penalties, shall be included in the customer's City utility bill

13.12.170 Delinquencies and Collections

A. Solid waste charges and other fees, fines, and other amounts identified in this chapter shall be collected by the Director of Finance.

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B. Solid waste charges shall be billed monthly with other City utilities. If midmonth connection or disconnection occurs, all solid waste charges shall be prorated accordingly and refunds issued, if required.

C. Fees and charges not requiring prepayment or payment at the time of issuance shall be included on the next monthly City utility bill to the customer.

D. Delinquencies.

1. Late Fees and Interest. In the event any customer fails to pay the solid waste service fees, or any other required charges and fees identified in this chapter within fifteen (15) calendar days after the date of the applicable City utility bill, the unpaid amount shall be deemed delinquent, and the City shall, except as otherwise provided herein: (i) assess a fee for late payment in the amount of ten percent (10%) of the delinquent solid waste collection charges and fees plus other fees established by the City Council, which amounts shall be added to the delinquent charges and fees, and the director of finance shall collect the late fee along with the delinquent charges and fees; and (ii) assess interest at the rate established by the City Council by resolution.

2. Discontinuance of Service. In the event any customer fails to pay any charges or fees described in this chapter, including any late fee or interest, by 5:00 p.m. on the due date shown on the delinquent notice issued by the City, the City, in addition to all other remedies it may have, may discontinue furnishing solid waste collection service and all other services identified on the applicable City utility bill and shall not resume the same until all outstanding charges and fees, together with any interest, service charges and/or reestablishment fees necessitated by the resumption of service, have been paid in full. Prior to discontinuing all services identified on the applicable City utility bill, the City shall send a written delinquent notice to the customer advising the customer that all utilities identified in the applicable City utility bill will be discontinued if payment of the total amount identified in said written notice is not paid to the City within ten (10) calendar days after the date of said written notice. Any check not honored by a financial institution that is used to make payment on a customer's utility account will result in additional fees established by separate resolution and will be a basis for the discontinuance of service.

3. Court Action. In addition to the discontinuing of all utilities identified on the applicable City utility bill, the City may file a civil action against the customer for the collection of any amount due and unpaid. Such remedy shall be cumulative and in addition to any other remedy provided in this chapter or by law.

4. Notice of Liens. In the event a customer fails to pay in full all charges, fees, or penalties identified in this chapter within ninety (90) days of the date of any City utility bill, the City shall notify the owner of the real property receiving the solid waste service, in writing, of such delinquency and that the delinquency shall be collected pursuant to the provisions of paragraph D.5 of this Section 13.12.170.

5. Collection through Tax Roll. In the alternative to filing a civil action against the customer, the City Council, pursuant to the applicable provisions of the

California Health and Safety Code, may elect to have all delinquent charges, fees and penalties collected on the tax roll in the same manner, at the same time and by the same persons together with and not separately from general taxes. Such delinquent charges, fees and penalties shall thereafter constitute a lien against the lot or parcel of land against which the charges have been imposed.

6. Recording of Lien. In addition to or in lieu of collecting delinquent fees through the tax roll, the City may, in accordance with California Health and Safety Code Section 5473.11, as may be amended, record a lien against real property for which fees are delinquent

7. Restoration of Service. The utilities identified on the City utility bill shall not be restored until all charges, fees and penalties, including without limitation, all expenses of removal, discontinuance, disconnection, restoration and reconnection have been paid or a payment plan is agreed to by the account holder.

8. Additional provisions regarding the collection process can be found in Section 13.04.050 of the Hanford Municipal Code and shall apply to this Chapter to extent the provisions of Section 13.04.050 do not conflict with the provisions of this Chapter.

13.12.180 Restrictions.

A. It is a violation for any person to bury solid waste at any place within the City, or to keep, place or deposit solid waste on any public or private grounds or premises whatsoever, except in containers or receptacles for collection upon premises owned, occupied or under possession and control of such person; provided, however, that lawn and garden trimmings may be composted. Such violations shall be treated as a misdemeanor if the City pursues criminal remedies.

B. It is a violation to create, cause or add to any solid waste accumulation not placed for regular or special collection, or to cause the attraction or collection of insects or rodents. Such violations shall be treated as an infraction if the City pursues criminal remedies.

C. It is violation for any person to burn solid waste at any time within the City. Such violations shall be treated as an infraction if the City pursues criminal remedies.

D. It is a violation to deposit solid waste into containers which are not assigned to the property at which the solid waste is generated. Such violations shall be treated as an misdemeanor if the City pursues criminal remedies.

E. It is a violation to deposit or use solid waste for lot filling or leveling purposes. Such violations shall be treated as a misdemeanor if the City pursues criminal remedies.

F. It is a violation for any person to permit any manure to accumulate on premises under his, her, or its control in such manner or such extent as to give rise to fly breeding conditions or objectionable odors upon any public highway, street or alley or upon any premises within

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the City. Such violations shall be treated as an infraction if the City pursues criminal remedies.

G. It is a violation for any person or any agent or employee thereof, to hinder, threaten, impede or obstruct any City solid waste collector in the performance of their duty as defined in this chapter. Such violations shall be treated as an infraction if the City pursues criminal remedies.

H. It is an violation for any persons, other than the City or the City's designee, to collect or remove recyclable or salvageable materials placed by any person in a bag or container labeled for use in connection with a recycling program sponsored by the City. Such violations shall be treated as an infraction if the City pursues criminal remedies.

I. It is an violation to place anything other than the specific recyclable material types, as defined by the Director, into source separating recycling collection containers or bins, including organic collection containers. Such violations shall be treated as an infraction if the City pursues criminal remedies.

J. It is a violation to dispose of any waste prohibited in Section 13.12.070 into City collection containers or bins. It is the responsibility of each customer to dispose of such waste properly. Such violations shall be treated as a misdemeanor if the City pursues criminal remedies. If prohibited waste is included in any City authorized automatic lift container or bin, it shall be deemed contaminated and shall not be collected. It shall be the responsibility of the customer to properly dispose of the waste in containers or bins deemed contaminated. If an authorized container that contains prohibited wastes is inadvertently collected by the City, at the time the City identifies the prohibited wastes, the City shall identify where the prohibited waste originated and shall notify the offending generator in writing. The entire truck load shall be considered contaminated. It shall be the responsibility of the generator who disposed of the prohibited waste to properly dispose of the entire contaminated load of solid waste and to cover any related costs including, but not limited to, ensuring that equipment that was in contact with the prohibited waste is safe and decontaminated. In the event that an offending generator is a tenant and the City intends to lien the premises at which the violation occurred or add fees, charges, and other amounts associated with the violation to the tax roll for the premises, the City will, at the time the notice is sent to the offending generator, provide to the owner of the premises a copy of the notice. The landowner may, at its option, pay all fees, charges, and other amounts associated with the violation if the landowner desires to avoid the recording of a lien against the premises or addition of the fees, charges, and other amounts to the tax roll for the premises.

K. It shall be a violation to mix solid waste of one type in a collection container designated for another type, except as otherwise provided in this Chapter. Such violations shall be treated as an infraction if the City pursues criminal remedies.

L. Any other violation of this chapter shall be an infraction. and, in the alternative, may be enforced as a violation subject to administrative or civil remedies.

13.12.190 Inspections and investigations.

A. City representatives and/or its designees are authorized to conduct Inspections and investigations, random or otherwise, of any collection container, collection vehicle loads, transfer, processing, or disposal facility for materials collected from generators, or source separated materials to confirm compliance with this Chapter by organic waste generators, commercial businesses, property owners, commercial edible food generators, haulers, food recovery services, food recovery organizations, and other parties that are subject to this Chapter, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for inspection.

B. Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with City's employee or its Designee during such Inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, edible food recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for access to an entity's premises or records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

C. Any records obtained by a City during its inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250, et seq.

D. City representatives or their designees are authorized to conduct any inspections or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

E. City shall receive and investigate written complaints from persons regarding an entity that may be potentially in violation of the provisions of this Chapter, including receipt of anonymous complaints.

13.12.200 Enforcement of provisions.

The Public Works Director or his/her designee entity shall possess the authority to enforce this provisions of this Chapter.

13.12.210 Administrative Remedies

A. Process for Enforcement.

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1. The Public Works Director or his/her designee will monitor compliance with this chapter randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program, and may issue notification to a regulated entity of its obligations under this chapter.

2. Beginning January 1, 2024, if the Public Works Director or his/her designee determines that a solid waste generator, permitted hauler, tier one or tier two commercial edible food generator, food recovery organization, food recovery service, or other entity subject to this chapter is not in compliance, he/she shall document the noncompliance or violation and may issue a Notice of Violation.

3. For incidences of prohibited container contaminants found in containers, the Public Works Director or his/her designee may issue a Notice of Violation to the generator. Such notice will be provided via a container or bin tag or other communication within fifteen (15) days after determining that a violation has occurred. Subsequent violations during a twelve (12) month period may result in the issuance of administrative citations. If the City observes prohibited container contaminants in a generator's containers on more than three (3) occasions in a twelve (12) month period, the City may assess contamination processing fees.

   For violations not involving prohibited container contaminants, the City may issue a Notice of Violation that identifies a deadline for compliance.

4. Absent compliance by the violating party within the deadline set forth in the Notice of Violation, the City may pursue other remedies available hereunder.

5. Notices shall be sent by United States Mail, certified mail with return receipt requested, to the offending party at the address reflected on the party's utility account with the City, and, if the party does not own the premises at which the violation occur, notice will also be provided to the record owner of the property at the address of the owner maintained by the County tax collector.

B. Compliance Deadline Extension Considerations.

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this chapter if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

2. Delays in obtaining discretionary permits or other government agency approvals; or,

3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

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13.12.220. Administrative Citations.

A. Issuance of Citation.

1. Whenever the Public Works Director or his/her designee determines that a violation of a provision of this chapter has occurred, such director or his/her designee shall have the authority to issue an administrative citation to any person or entity responsible for the violation, with the exception of violations pertaining to the payment of utility charges.

2. Each administrative citation shall contain the following information:

a. The date of the violation or, if the date of the violation is unknown, then the date the violation is identified;

b. The address or a description of the location where the violation occurred;

c. The section of this code violated and a description of the violation;

d. The amount of the fine for the violation;

e. A description of the fine payment process, including a description of the time within which and the place to which the fine shall be paid;

f. An order prohibiting the continuation or repeated occurrence of the code violation described in the administrative citation;

g. A description of the administrative citation review process, including the time within which the administrative citation may be contested and the place from which a request for hearing form to contest the administrative citation may be obtained; and

h. The name and signature of the individual issuing the citation.

B. Amount of Fines.

1. The amounts of the fines for code violations imposed pursuant to this section shall be set forth in a schedule of fines established by resolution of the City Council.

2. The schedule of fines shall specify any increased fines for repeat violations of the same code provision by the same person or entity.

C. Payment of Fines.

1. Fines shall be paid to the City within thirty (30) days from the date of the administrative citation.

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2. Any administrative citation fine paid shall be refunded if it is determined, after an appeal hearing, that a person or entity charged in the administrative citation was not responsible for the violation or that there was no violation as charged in the citation.

3. Payment of a fine under this chapter shall not excuse, discharge, or permit any continuation or repeated occurrence of the code violation that is the subject of the administrative citation.

D. Hearing Request.

1. Any recipient of an administrative citation may appeal the citation by completing a request for hearing form and returning it to the City Clerk within thirty (30) days from the date of the administrative citation, together with an advance deposit of the fine.

2. A request for hearing shall be submitted in writing to the City Clerk.

3. The person or entity requesting the hearing shall be notified of the time and place set for the hearing at least ten (10) calendar days prior to the date of the hearing.

4. If the City department that issued the citation submits an additional written report concerning the administrative citation to the hearing officer, then a copy of such report shall be served on the person requesting the hearing at least five (5) calendar days prior to the date of the hearing.

E. Hearing Officer. A hearing officer designated by the city manager shall serve as the hearing body for appeals regarding administrative citations issued under this chapter.

F. Hearing Procedure.

1. No hearing to contest an administrative citation shall be held unless the fine has been deposited with the City in advance; provided however, the deposit requirement shall be waived if the director of the City department issuing the citation determines that the appealing party is financially unable to deposit the amount of the fine. The process to waive the deposit and fee requirements set forth in section 13.04.110 of this Code shall apply with respect to the waiver of the deposit of fine amounts.

2. A hearing shall be set for a date that is not less than fifteen (15) calendar days and not more than sixty (60) calendar days from the date that the request for hearing is filed in accordance with the provisions of this section.

3. At the hearing, the party contesting the administrative citation shall be given the opportunity to testify and to present evidence concerning the administrative citation.

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4. The failure of any recipient of an administrative citation to appear at the appeal hearing shall constitute a forfeiture of the fine and a failure to exhaust administrative remedies.

5. The administrative citation and any additional report submitted by the department issuing the citation shall constitute prima facie evidence of the respective facts contained in those documents.

6. The hearing officer may continue the hearing and request additional information from the City department issuing the citation or from the recipient of the administrative citation prior to issuing a written decision.

G. Hearing Officer's Decision.

1. After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold, modify, or cancel the administrative citation and shall list in the decision the reasons for the decision. The decision of the hearing officer shall be final.

2. If the hearing officer determines that the administrative citation should be upheld, then the fine amount on deposit with the City shall be retained by the City.

3. If the hearing officer determines that the administration citation should be canceled, then the City shall promptly refund the amount of the deposited fine.

4. If the hearing officer determines that the fine levied under the administration citation should be adjusted, then the City will promptly refund the amount of the deposited fine that exceeds the amount fixed by the hearing officer or the recipient of the administrative citation will promptly pay to the City an additional amount fixed by the hearing officer if the officer finds that the fine assessed under the administrative citation to be insufficient.

5. The recipient of the administrative citation shall be served with a copy of the hearing officer's written decision.

H. Late Payment Charges. Any person or entity who fails to pay to the City any fine imposed pursuant to the provisions of this section on or before the date that the fine is due shall also be liable for an additional penalty of ten percent (10%) of the unpaid balance, and interest shall accrue thereafter at a rate established by the City Council by resolution; provided however, the additional penalty and/or interest shall not apply if collection of the same by the City would violate State law.

I. Recovery of Administrative Citation Fines and Costs. The City may collect any past due administrative citation fine or late payment charge by use of all available legal means, including the tax roll and lien remedies described in this chapter. Collection costs shall be in addition to any penalties, interest, and/or late charges imposed upon the delinquent obligation. Collection costs imposed under this provision shall be added to and become a part of

the underlying obligation. Any partial payment of an obligation, when a partial payment is permitted, will be applied first to the principal amount of the underlying obligation, then to any penalties, and then to interest.

J. Right to Judicial Review. Any person or entity aggrieved by a decision of the hearing officer on an administrative citation may obtain review of the decision by filing a petition for review with the Superior Court for Kings County, California in accordance with the timelines and provisions set forth in California Government Code Section 53069.4, as may be amended.

K. Notices. The administrative citation and all notices required to be given by this section shall be served on the responsible party by personal delivery thereof to the person or entity to be notified or by deposit in the United States Mail, certified mail with return receipt requested, addressed to such person to be notified at his/her/its last-known address as the same appears in the public records or other records pertaining to the matter to which such notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the mail. If the user who is responsible for the violation does not own the real property at which the violation occurred, the City will also provide a copy of the citation and associated notices to the owner when the citation and notices are served upon the user.

13.12.230 Criminal Prosecution.

A. A party who willfully or negligently violates any provision of this chapter, with the exception of provisions pertaining to the timely payment of utility charges, shall, except as otherwise provided herein, be guilty of a crime punishable pursuant to Section 19 of the California Penal Code, as may be amended.

B. A party who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained pursuant to this chapter, shall, upon conviction, be punished by a fine and/or imprisonment as allowed under State law.

13.12.240 Civil Remedies.

A. When the Public Works Director or his/her designee finds that a party has violated or continues to violate, any provision of this chapter, with the exception of provisions pertaining to the timely payment of utility charges, such director may petition the Superior Court of Kings County, California, through the City's attorney, for the issuance of a temporary restraining order, temporary injunction, and/or permanent injunction, as appropriate, which restrains or compels the specific performance of any requirement imposed by this chapter. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against the user.

B. Nothing contained in this Code shall preclude or limit the City from pursuing a civil action for damages against a person that causes the City to incur injury, loss, costs, or expenses as a result of the person's or entity's violation of this chapter.

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C. In addition to all other remedies, as part of any civil action brought by the City, a court may assess a civil penalty in an amount not to exceed the maximum allowed by State law per day for each violation with respect to any person or entity that violates this chapter, which penalty shall be payable to the City.

13.04.250 Appeal.

A. This section shall only apply to matters in which no appeal process is otherwise specified in this chapter.

B. Any person affected by any decision, action or determination by any City department in interpreting or implementing the provisions of this chapter may file with the City Clerk, within ten (10) calendar days of the date of service of such decision, action or determination, a notice of appeal to the City Clerk appealing such decision, action or determination. Except as otherwise provided, the appealing party shall, at the time of submitting the notice of appeal, pay the applicable appeal fee, which shall be established by the City Council, as a condition of the City processing the appeal. The notice of appeal shall set forth in detail all facts supporting the user's appeal. The filing of the notice of appeal shall not limit the authority of the City to take such action as the City deems necessary to stop or prevent an ongoing or threatened violation of any of the provisions of this chapter, including actions or directives to prevent or stop threatened harm to the health or safety of the public.

C. Notwithstanding Subsection B. above, a user who is financially unable pay the appeal fee may file with the City Clerk a request for a waiver of all or a portion of the required deposit and appeal fee. The waiver provisions set forth in section 13.04.110 of this Code shall, to the extent feasible, apply to appeal fees charged pursuant to this section; provided however, the City Clerk shall possess decision-making authority over the waiver or partial waiver of appeal fees occurring under this section.

D. Upon receipt of a notice appeal and appeal fee, the City Clerk shall set the matter for hearing before an appeal officer designated by the city manager, and after said hearing, the appeal officer may affirm, overrule or modify the decision, action or determination of a City department that is the subject of the appeal. To the extent feasible, the hearing provisions contained in Section 13.12.210 above shall apply to appeals occurring under this section.

E. Following the appeal hearing, an aggrieved user may seek judicial review of an appeal officer's decision by filing a complaint with the Superior Court of Kings County, California during the period identified by California Code of Civil Procedure Section 1094.6, as may be amended.

13.12.260 Superior court action.

The City may, at its option, elect to petition the Superior Court of Kings County, California to confirm any order establishing civil penalties and enter judgment in conformity therewith in accordance with the provisions of 1285 through 1297.6, inclusive, of the California Code of Civil Procedure.

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13.12.270 Public nuisance.

In addition to any other remedy provided by law or in equity, violation of any provisions of this chapter, excluding provisions relating to the timely payment of services charges, is hereby determined and declared to be a public nuisance and may be abated and/or enjoined pursuant to State law. The City may cause proceedings to be brought for abatement and may recover reasonable attorney's fees, court costs and other costs and expenses associated with such abatement efforts.

13.12.240 Attorney's fees and expenses.

The City shall have the right to recover reasonable attorney's fees, court costs and other expenses associated with any and all of the enforcement activities identified in this chapter, in addition to the amount assessed as damages to the City.

13.12.250 Non-exclusive remedies.

The enforcement procedures, penalties, and remedies provided in this chapter are not exclusive, but are in addition to any other enforcement procedures, penalties and remedies that may be provided elsewhere in this chapter or by any federal, state or local law, regulation, or rule. In addition, the City may pursue any, all, or any combination of these enforcement procedures, penalties and remedies against any person that violates any provision of this chapter.

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Exhibit B

Chapter 12.08 WATER EFFICIENT LANDSCAPE DESIGN AND INSTALLATION

Note

* Prior code history: §§ 7-2A.01—7-2A.09.

12.08.010 Statement of purpose.

The purpose of these regulations is to establish standards and procedures for landscape designs and installations which are publicly and privately owned and maintained. The intent of these regulations is to develop guidelines for landscapes which utilize reasonable amounts of water and maintain design freedom. To this end, the regulations call for reduced water consumption, responsible landscape design, water efficient landscape irrigation practices and responsible landscape maintenance. These regulations are hereby incorporated by this reference into the city's existing procedures for checking landscape and irrigation plans as part of the building permit process. (10-02, Amended, 02/02/2010)

12.08.020 Applicability.

After July 1, 2022, these regulations shall be applicable to all of the following landscape projects:

A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch as delineated in this Chapter.

B. The following Compost and mulch use requirements that are part of the MWELO are now also included as requirements of this ordinance. Other requirements of the MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.

C. Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined above shall:

(1) Comply with Sections 492.6 (a)(3)(B)(C)(D) and (G) of the MWELO, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:

a. For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

b. For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

c. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic

Attachment: Draft code, Chapter 12.08 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

(2) The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined above shall consult the full MWELO for all requirements.

D. If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO September 15, 2015 requirements in a manner that requires City to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

E. Existing landscapes must comply with Sections 12.08.190 and 12.08.200 of this Chapter.

F. New and rehabilitated cemeteries must comply with Sections 12.08.060, 12.08.130 and 12.08.140 of this Chapter.

G. Existing cemeteries shall comply with Sections 12.08.190 and 12.08.200 of this Chapter.

H. Projects that are exempt from this chapter are the following:

1. Registered local, state or federal historical sites;
2. Ecological restoration projects that do not require a permanent irrigation system;
3. Mined-land reclamation projects that do not require a permanent irrigation system; or
4. Plant collections as part of botanical gardens and arboretums open to the public.

Additionally, the director of public works may exempt any project from specific regulations due to specific conditions associated with the project so long as the project is in substantial compliance with the regulations. (10-02, Amended, 02/02/2010)

12.08.021 Permits and fees.

A landscape permit shall be required for all landscape projects as outlined in Section 12.08.020. Fees for landscape permits shall be set by city council resolution. (10-02, Amended, 02/02/2010)

12.08.022 Authorized to design a landscape.

A. Landscape Architect. Must hold a professional license to practice landscape architecture. May perform professional services for the purpose of landscape preservation, development and enhancement, such as consultation, investigation, reconnaissance, research, planning, design, preparation of drawings, construction documents and specifications, and responsible construction observation (Business and Professions Code, Section 5615).

B. Architect. Must hold a professional license to practice architecture. May offer, perform, or be in responsible control of professional services which require the skills of an architect in the planning of sites (Business and Professions Code, Sections 5500.1 and 5641.3).

C. Professional Engineers. Must hold professional registration to practice engineering. May perform professional services as defined under Business and Professions Code, Section 5615, as long as the work is incidental to an engineering project (Business and Professions Code, Sections 5615, 5641.3 and 6701 et seq.).

Attachment: Draft code, Chapter 12.08 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

D. Landscape Contractors. Must hold a C-27 landscaping contractor's license. May design systems and facilities for work to be performed and supervised by that contractor (Business and Professions Code, Sections 5641.4 and 7027.5 and California Code of Regulations, Title 16, Division 8, Section 832.27).

E. Nurserypersons. Must hold a license to sell nursery stock. May prepare planting plans or drawings as an adjunct to merchandizing nursery stock and related products (Business and Professions Code, Section 5641.2 and Food and Agricultural Code, Section 6721 et seq.).

F. Unlicensed Persons. The unlicensed persons noted below may perform services as described:

1. Landscape/Garden Designers, etc. May prepare plans, drawings and specifications for the selection, placement or use of plants for single-family dwellings; may prepare drawings for the conceptual design and placement of tangible objects and landscape features; may not prepare construction documents, details or specifications for tangible landscape objects or landscape features; and may not prepare grading and drainage plans for the alteration of sites.

2. Personal Property Owners (Homeowner). May prepare any plans, drawings or specifications for any one- or two-family dwelling property owned by that person.

3. Golf Course Architect. May engage in the practice of, or offer to practice as, a golf course architect. May perform professional services such as consultation, investigation, reconnaissance, research, design, preparation of drawings and specifications and responsible supervision, where the dominant purpose of such service is the design of a golf course, in accordance with accepted professional standards of public health and safety.

4. Irrigation Consultants. May engage in the practice of, or offer to practice as, an irrigation consultant. May perform consultation, investigation, reconnaissance, research, design, preparation of drawings and specifications and responsible supervision, where the dominant purpose of such service is the design of landscape irrigation, in accordance with accepted professional standards of public health and safety.

(The applicable statutes which govern the above unlicensed categories are Business and Professions Code, Sections 5641, 5641.1, 5641.5 and 5641.6.) (10-02, Amended, 02/02/2010)

12.08.030 Definitions.

For the purposes of this chapter, certain words and phrases used in this chapter are defined as follows:

"Applied water" means the portion of water supplied by the irrigation system to the landscape.

"Automatic irrigation controller" means an automatic timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers schedule irrigation events using either evapotranspiration (weather based) or soil moisture data.

"Backflow prevention device" means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

"Certificate of completion" means the document required under Section 12.08.110.

"Certified irrigation designer" means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the U.S. Environmental Protection Agency's WaterSense irrigation designer certification program and Irrigation Association's certified irrigation designer program.

Attachment: Draft code, Chapter 12.08 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

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"Certified landscape irrigation auditor" means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the U.S. Environmental Protection Agency's WaterSense irrigation designer certification program and Irrigation Association's certified irrigation designer program.

"Check valve" or "anti-drain valve" means a valve located under a sprinkler head or other location in the irrigation system to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

"Common interest development" means community apartment projects, condominium projects, planned developments and stock cooperatives per Civic Code Section 1351.

"Compost" means a mixture of organic matter, as from leaves and manure, that has decayed or has been digested by organisms, used to improve soil structure and provide nutrients.

"Conversion factor (0.62)" means the number that converts acre-inches per acre per year to gallons per square foot per year.

"Drip irrigation" means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

"Ecological restoration project" means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

"Emitter" means a drip irrigation emission device that delivers water slowly from the system to the soil.

"Established landscape" means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two (2) years of growth.

"Establishment period of the plants" means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth.

"Estimated total water use (ETWU)" means the total water used for the landscape as described in Section 12.08.060.

"ET adjustment factor (ETAF)" means a factor of 0.7 that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. A combined plant mix with a site-wide average of 0.5 is the basis of the plant factor portion of this calculation. For purposes of the ETAF, the average irrigation efficiency is 0.71. Therefore, the ET adjustment factor is (0.7) = (0.5/0.71). ETAF for a special landscape area shall not exceed 1.0. ETAF for existing non-rehabilitated landscapes is 0.8.

"Evapotranspiration" or "ETo" means a standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month or year and is an estimate of the evapotranspiration of a large field of four (4) to seven (7) inch tall, cool-season grass that is well-watered. Evapotranspiration is used as the basis of determining the maximum applied water allowance so that regional differences in climate can be accommodated.

"Evapotranspiration rate" means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

"Flow rate" means the rate at which water flows through pipes, valves and emission devices measured in gallons per minute, gallons per hour or cubic feet per second.

"Hardscapes" means any durable material (pervious and non-pervious).

"Homeowner-provided landscaping" means any landscaping either installed by a private individual for a single-family residence or installed by a licensed contractor hired by a homeowner. A homeowner, for purposes of this chapter, is a person who occupies the dwelling he or she owns. This excludes speculative homes which are not owner-occupied dwellings.

"Hydrozone" means a portion of the landscaped area having plants with similar water needs. A hydrozone may be irrigated or non-irrigated.

"Infiltration rate" means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

"Invasive plant species" means species of plants not historically found in California spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. "Noxious weeds" means any weed designated by the weed control regulations in the Weed Control Act and identified on a regional district noxious weed control list. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

"Irrigation audit" means an in-depth evaluation of the performance of an irrigation system conducted by a certified landscape irrigation auditor. An irrigation audit includes, but is not limited to, inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow and preparation of an irrigation schedule.

"Irrigation efficiency (IE)" means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum average irrigation efficiency for purposes of this chapter is 0.71. Greater irrigation efficiency can be expected from well-designed and maintained systems.

"Irrigation survey" means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to, inspection, system test and written recommendations to improve performance of the irrigation system.

"Irrigation water use analysis" means an analysis of water use data based on meter readings and billing data.

"Landscape architect" means a person who holds a license to practice landscape architecture in the state of California per Business and Professions Code, Section 5615.

"Landscape area" means all the planting areas, turf areas and water features in a landscape design plan subject to the maximum applied water allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g. open spaces and existing native vegetation).

"Landscape contractor" means a person licensed by the state of California to design, construct, maintain, repair, install or subcontract the development of landscape systems.

"Landscape documentation package" means the documents required under Section 12.08.050.

"Landscape project" means total area of landscape in a project as defined in "landscape area" for the purposes of this chapter, meeting requirements under Section 12.08.050.

"Lateral line" means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

"Local agency" means the city of Hanford, which is responsible for adopting and implementing this chapter. The city of Hanford is also responsible for the enforcement of this chapter including, but not limited to, approval of a building or landscape permit for a project.

"Low volume irrigation" means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

"Main line" means the pressurized pipeline that delivers water from the water source to the valve or outlet.

"Maximum applied water allowance (MAWA)" means the upper limit of annual applied water for the established landscaped area as specified in Section 12.08.060. It is based upon the area's reference evapotranspiration, the ET adjustment factor and the size of the landscape area. The estimated total water use shall not exceed the maximum applied water allowance. Special landscape areas, including recreation areas, areas permanently and solely dedicated to edible plants, such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0.

"Microclimate" means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density or proximity to reflective surfaces.

"Mined-land reclamation projects" means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

"Mulch" means any organic material such as leaves, bark, straw, compost or inorganic mineral materials such as rocks, gravel and decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature and preventing soil erosion.

"MWELO" refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.

"New construction" means, for the purpose of this chapter, a new building with a landscape or other new landscape such as a park, playground or greenbelt without an associated building.

"Operating pressure" means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

"Overhead sprinkler irrigation systems" means systems that deliver water through the air (e.g., spray heads and rotors).

"Overspray" means the irrigation water which is delivered beyond the target area.

"Permit" means the authorizing document issued by local agencies for new construction or rehabilitated landscapes.

"Pervious" means any surface or material that allows the passage of water through the material and into the underlying soil.

"Plant factor" or "plant water use factor" is a factor that, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this chapter, the plant factor range for low water use plants is 0 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high

water use plants is 0.7 to 1.0. Plant factors cited in this chapter are derived from the Department of Water Resources 2000 publication, *Water Use Classification of Landscape Species*.

"Precipitation rate" means the rate of application of water measured in inches per hour.

"Project applicant" means the individual or entity submitting a landscape documentation package required under Section 12.08.050 to request a building or landscape permit from the city. A project applicant may be the property owner or his/her designee.

"Rain sensor" or "rain sensing shutoff device" means a component which automatically suspends an irrigation event when it rains.

"Record drawing" or "as-built" means a set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.

"Recreational area" means areas dedicated to active play such as parks, sports fields and golf courses where turf provides a playing surface.

"Recycling water," "reclaimed water" or "treated sewage effluent water" means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.

"Rehabilitated landscape" means any re-landscaping project that requires a building or landscape permit and meets the requirements of Section 12.08.020 and the modified landscape area is equal to or greater than two thousand five hundred (2,500) square feet.

"Runoff" means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

"Soil moisture sensing device" or "soil moisture sensor" means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

"Soil texture" means the classification of soil based on its percentage of sand, silt and clay.

"Special landscape area (SLA)" means an area of the landscape dedicated solely to edible plants, areas irrigated with recycled water, water features using recycled water and areas dedicated to active play such as parks, sports fields, golf courses and where turf provides a playing surface.

"Sprinkler head" means a device which delivers water through a nozzle.

"Static water pressure" means the pipeline or municipal water supply pressure when water is not flowing.

"Station" means an area served by one valve or by a set of valves that operate simultaneously.

"Swing joint" means an irrigation component provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

"Turf" means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, perennial ryegrass, red fescue and tall fescue are cool-season grasses. Bermuda grass, Kikuyu grass, Seashore Paspalum, St. Augustine grass, Zoysiagrass and Buffalo grass are warm-season grasses.

"Valve" means a device used to control the flow of water in the irrigation system.

"Water conserving plant species" means a plant species identified as having a low plant factor.

Attachment: Draft code, Chapter 12.08 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

"Water feature" means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for onsite wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

"Watering window" means the time of day irrigation is allowed.

"WUCOLS" means the *Water Use Classification of Landscape Species* published by the University of California Cooperative Extension, the Department of Water Resources and the Bureau of Reclamation, 2000. (10-02, Amended, 02/02/2010)

12.08.040 Implementation.

A. To assure that the intent of these regulations is carried out, the applicant for a building or landscape permit is required to submit to the city a landscape documentation package as described in Section 12.08.050 for review and approval by the city.

B. During the installation of the approved landscape plan, it is the responsibility of the community development department (public works department for landscape improvements constructed within public property or street rights-of-way) to inspect the project to confirm that the landscaping for the project was installed in accordance with the approved plans. The landscape designer shall certify that the project is in compliance with these regulations by signing and submitting a completed certificate of compliance. The director of public works, or designated representative, may authorize the deferral of landscape completion for good and valid reasons subject to the posting of appropriate security with the city.

C. The city may establish and administer penalties to the project applicant for noncompliance with this chapter to the extent permitted by law. The amount of these penalties shall be set by city council resolution. (10-02, Amended, 02/02/2010)

12.08.050 Landscape documentation package submittal requirements.

Prior to construction of all new or rehabilitated landscapes, the following landscape documentation package shall be submitted to the city for review and approval as part of an application for a building or landscape permit for projects identified in Section 12.08.020. All landscape plans and specifications shall be prepared and signed by a licensed landscape architect, a licensed landscape contractor or any other person authorized to design landscapes. The license number of the architect, contractor or other authorized landscape designer shall be inserted next to their signature on such plans.

The landscape documentation package shall include the following elements:

A. Project Information.

1. Date.
2. Project applicant.
3. Project address (if available, parcel or lot number(s)).
4. Total landscape area (square feet).
5. Project type (e.g. new, rehabilitated, public, private, cemetery, homeowner-installed).

6. Water supply type (e.g. public well, private well, recycled).

7. Project applicant and property owner contact information.

8. Landscape documentation package submittal checklist, see Appendix A.

9. Applicant signature and date with statement, "I agree to comply with the requirements of the Water Efficient Landscape Design and Installation Ordinance and submit a complete landscape documentation package."

B. Water Efficient Landscape Worksheet.

1. Hydrozone information table.

2. Water budget calculations:

a. Maximum applied water allowance (MAWA).

b. Estimated total water use (ETWU).

3. Soil management report.

4. Grading plan.

5. Landscape design plan.

6. Irrigation design plan.

C. Landscape improvement plans shall be drawn on sheets no larger than thirty (30) inches by forty-two (42) inches and no smaller than eighteen (18) inches by twenty-four (24) inches at a scale which shows sufficient detail to clearly interpret the plans, preferably not less than one inch equals thirty (30) feet. (10-02, Amended, 02/02/2010)

12.08.060 Water efficient landscape worksheet.

A. A project applicant shall complete the following water efficient landscape worksheets as identified in Appendix B:

1. A hydrozone information table (see Appendix B, Section A) for the landscape project; and

2. A water budget calculation (see Appendix B, Section B) for the landscape project.

B. Water budget calculations shall adhere to the following requirements:

1. Plant types shall be grouped so as to have zoned landscape areas that utilize a similar water requirement. The cumulative effect of this zoning shall be to create a moderate water consuming landscape. The zone types shall be designated low, moderate or high water use with reference to water consumptiveness. The plant factor value used shall be taken from WUCOLS (a copy of this can be obtained from the city public works department). The plant factor ranges from 0 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants and from 0.7 to 1.0 for high water use plants.

2. All water use features shall be included in the high water use hydrozone, and temporarily irrigated areas shall be included in the low water use hydrozone.

3. All special landscape areas shall be identified and their water use calculated as described below.

4. The ETAF for special landscape areas shall not exceed 1.0.

C. The maximum applied water allowance (MAWA) shall be calculated using the following equation: MAWA = (ETo)(0.62) [(0.7 x LA) +(0.3 x SLA)] (ETo for Hanford is 51.5 inches per year). The

following calculations below are hypothetical to demonstrate proper use of the equations and do not represent an existing and/or planned landscape project:

1. Example MAWA Calculation. A hypothetical landscape project in Hanford with an irrigated landscape area of fifty thousand (50,000) square feet without any special landscape areas (SLA = 0, no edible plants, recreational areas or use of recycled water). To calculate MAWA, the annual evapotranspiration (ETo) value for Hanford is 51.5 inches.

MAWA = (ETo) (0.62) [(0.7 x LA) + (0.3 x SLA)].

MAWA = maximum applied water allowance (gallons per year).

ETo = annual evapotranspiration (inches per year).

0.62 = conversion factor (to gallons).

0.7 = ET adjustment factor (ETAF).

LA = landscape area including SLA (square feet).

0.3 = additional water allowance for SLA.

SLA = special landscape area (square feet).

MAWA = (51.5 inches) (0.62) [(0.7 x 50,000 square feet) + (0.3 x 0)] = 1,117,550 gallons per year.

To convert from gallons per year to hundred-cubic-feet per year: 1,117,550/748 gallons per year = 1,494 hundred-cubic-feet per year (100 cubic feet = 748 gallons).

2. In this next hypothetical example, the landscape project in Hanford has the same ETo value of 51.5 inches and a total landscape area of fifty thousand (50,000) square feet. Within the fifty thousand (50,000) square foot project, there is now a two thousand (2,000) square foot area planted with edible plants. This two thousand (2,000) square foot area is considered to be a special landscape area (SLA).

MAWA = (ETo) (0.62) [(0.7 x LA) + (0.3 x SLA)].

MAWA = (51.5 inches) (0.62) [(0.7 x 50,000 square feet) + (0.3 x 2,000 square feet)].

= 31.93 x (35,000 + 600) gallons per year = 31,93 x 35,600 gallons per year.

= 1,136,708 gallons per year or 1,519 hundred-cubic-feet per year.

D. Estimated total water use shall be calculated using the equation below. The sum of the estimated total water use calculated for all hydrozones shall not exceed MAWA.

$$ETWU = (ETo)\ (0.62)\left(\frac{PF \times HA}{IE} + SLA\right)$$

Where:

ETWU = estimated total water use per year (gallons).

ETo = annual evapotranspiration (inches).

PF = plant factor from WUCOLS.

HA = hydrozone area (high, medium and low water use areas) (square feet).

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SLA = special landscape area (square feet).

0.62 = conversion factor.

IE = irrigation efficiency (minimum 0.71).

1. Example ETWU Calculation. Landscape area is fifty thousand (50,000) square feet; plant water use type, plant factor and hydrozone area are shown in the table below. The ETo value is 51.5 inches per year. There are no special landscape areas (recreational area, area permanently and solely dedicated to edible plants, and area irrigated with recycled water) in this example.

Hydrozone	Plant Water Use Type(s)	Plant Factor (PF)*	Hydrozone Area (HA) (sq. ft.)	PF x HA (sq. ft.)
1	High	0.8	7,000	5,600
2	High	0.7	10,000	7,000
3	Medium	0.5	16,000	8,000
4	Low	0.3	7,000	2,100
5	Low	0.2	10,000	2,000
			Sum	24,700

*Plant factor from WUCOLS

$$\text{ETWU} = (51.5)\ (0.62)\ \left(\frac{24{,}700}{0.71} + 0\right)$$

= 1,110,804 gallons per year.

Compare ETWU with MAWA. For this example, MAWA = (51.5) (0.62) [(0.7 x 50,000) + (0.3 x 0)] = 1,117,530 gallons per year. The ETWU (1,110,804 gallons per year) is less than MAWA (1,117,550 gallons per year). In this example, the water budget complies with the MAWA.

2. Example ETWU Calculation. Total landscape area is fifty thousand (50,000) square feet, two thousand (2,000) square feet of which is planted with edible plants. The edible plant area is considered a special landscape area (SLA). The evapotranspiration value is 51.5 inches per year. The plant type, plant factor and hydrozone area is shown in the table below.

Hydrozone	Plant Water Use Type(s)	Plant Factor (PF)*	Hydrozone Area (HA) (sq. ft.)	PF x HA (sq. ft.)
1	High	0.8	7,000	5,600

2	High	0.7	9,000	6,300
3	Medium	0.5	15,000	7,500
4	Low	0.3	7,000	2,100
5	Low	0.2	10,000	2,000
			Sum	23,500
6	SLA	1.0	2,000	2,000

*Plant factor from WUCOLS

ETWU = (51.5) (0.62) $\left(\frac{23,500}{0.71} + 2,000\right)$

= 1,120,700 gallons per year.

Compare ETWU with MAWA. For this example, MAWA = (51.5) (0.62) [(0.7 x 50,000) + (0.3 x 2,000)]

= 31.93 x [(35,000 + 600)]

= 31.93 x 35,600

= 1,136,708 gallons per year. The ETWU (1,120,700 gallons per year) is less than MAWA (1,136,708 gallons per year). In this example, the water budget complies with the MAWA. (10-02, Amended, 02/02/2010)

12.08.070 Soil management report.

A. In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed, after determination by the public works director or designated representative, that conditions warrant such testing. Conditions which warrant the preparation of soil tests include, without limitation:

1. Severe grading that removes substantial topsoil and exposes subsurface soil layers for new landscaping;

2. Suspected pervious land use conditions which could retard or complicate desirable plant growth conditions.

B. Samples of the onsite soil shall be taken after completion of rough grading work and all ancillary work that may cause compaction of the planting areas. The samples shall be submitted to a certified soil testing laboratory for analysis. The soil samples shall be taken to account for every two acres or less of landscape area and their locations shall be noted on the approved site plan. All soil samples showing adverse rates of compaction shall receive mitigation recommendations in the soil management report issued by the testing laboratory.

C. The soil management report must provide the following information:

1. Soil texture;

2. Infiltration rate determined by laboratory testing or soil texture infiltration rate table;

3. Ph;

4. Total soluble salts;

5. Sodium;

6. Percent organic material; and

7. Recommendations.

D. The project applicant shall comply with one of the following:

1. If significant mass grading is not planned, the soil analysis report shall be submitted to the city as part of the landscape documentation package.

2. If significant mass grading is planned, the soil analysis report shall be submitted to the city as part of the certificate of completion.

3. The soil analysis report shall be made available in a timely manner to the professionals preparing the landscape design plans and irrigation design plans to make necessary adjustments to the design plans.

4. The project applicant shall submit documentation verifying implementation of soil analysis report recommendations to the city with certificate of completion. (10-02, Amended, 02/02/2010)

12.08.080 Grading plan.

For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff and water waste. A grading plan shall be submitted as part of the landscape documentation package. A comprehensive grading plan prepared by a civil engineer for other agency permits satisfies this requirement.

A. The project applicant shall submit a landscape grading plan that includes finished configurations and elevations of the landscape area including:

1. Height of graded slopes;

2. Drainage patterns;

3. Pad elevations;

4. Finish grade; and

5. Stormwater retention improvements, if applicable.

B. To prevent excessive erosion and runoff, it is highly recommended that project applicants:

1. Grade so that all irrigation and normal rainfall remains within property lines and does not drain onto non-permeable hardscapes;

2. Avoid disruption of natural drainage patterns and undisturbed soil; and

3. Avoid soil compaction in landscape areas.

C. The grading design plan shall contain the following statement: “I have complied with the criteria of the Water Efficient Landscape Design and Installation Ordinance and applied them accordingly for the efficient use of water in the grading design” and bear the signature of a licensed professional as authorized by law. (10-02, Amended, 02/02/2010)

12.08.090 Landscape design plan.

For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the following design criteria shall be submitted as part of the landscape documentation package:

A. Plant Material.

1. Any plant may be selected for the landscape providing the estimated total water use in the landscape area does not exceed the maximum applied water allowance. To encourage the efficient use of water, the following is highly recommended:

a. Protection and preservation of native species and natural vegetation;

b. Selection of water conserving plant and turf species;

c. Selection of plants based on disease and pest resistance;

d. Selection of trees based on applicable local tree ordinances or tree shading guidelines; and

e. Selection of plants from local and regional landscape program plant lists.

2. Each hydrozone shall have plant materials with similar water use with the exception of hydrozones with plants of mixed water use, as specified in Section 12.08.100(B)(4).

3. Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic and topographical conditions of the project site. To encourage the efficient use of water, the following is highly recommended:

a. Use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude and varying degrees of continental and marine influence on local climate;

b. Recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure (e.g. buildings, sidewalks, power lines); and

c. Consider the solar orientation for plant placement to maximize summer shade and winter solar gain.

4. Turf is not allowed on slopes greater than twenty-five percent (25%) where the toe of the slope is adjacent to an impermeable hardscape and where twenty-five percent (25%) means one foot of vertical elevation change for every four (4) feet of horizontal length (rise divided by run x 100 = slope percent).

5. A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. Avoid fire-prone plant materials and highly flammable mulches.

6. The use of invasive and/or noxious plant species is strongly discouraged.

7. The architectural guidelines of a common interest development (which includes community apartment projects, condominiums, planned developments and stock cooperatives) shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.

B. Water Features.

1. Recirculating water systems shall be used for water features.

2. Where available, recycled water shall be used as a source for decorative water features.

3. Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.

4. Pool and spa covers are highly recommended.

C. Mulch and Amendments.

1. A minimum two (2) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers or direct seeding applications where mulch is contraindicated.

2. Stabilizing mulching products shall be used on slopes.

3. The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.

4. Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see Section 12.08.070).

D. The landscape design plan, at a minimum, shall:

1. Delineate and label each hydrozone by number, letter or other method;

2. Identify each hydrozone as low, moderate, high water or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculations;

3. Identify recreational areas;

4. Identify areas permanently and solely dedicated to edible plants;

5. Identify areas irrigated with recycled water;

6. Identify type of mulch and application depth;

7. Identify soil amendments, type and quantity;

8. Identify type and surface area of water features;

9. Identify hardscapes (pervious and non-pervious);

10. Identify location and installation details of any applicable stormwater best management practices that encourage onsite retention and infiltration of stormwater. Stormwater best management practices are encouraged in the landscape design plan and examples include, but are not limited to:

a. Infiltration beds, swales and basins that allow water to collect and soak into the ground,

b. Constructed wetlands and retention ponds that retain water, handle excess flow and filter pollutants, and

c. Pervious or porous surfaces (e.g. permeable pavers or blocks, pervious or porous concrete, etc.) that minimize runoff;

11. Identify any applicable rain harvesting or catchment technologies (e.g., rain gardens, cisterns, etc);

12. Contain the following statement, “I have complied with the criteria of the Water Efficient Landscape Design and Installation Ordinance and applied them for the efficient use of water in the landscape design plan”; and

13. Bear the signature of a licensed landscape architect, licensed landscape contractor or any other person authorized to design a landscape. (10-02, Amended, 02/02/2010)

12.08.100 Irrigation design plan.

For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturer’s recommendations. The irrigation system and its related components shall be planned

and designed to allow for proper installation, management and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the landscape documentation package.

A. System.

1. Dedicated landscape water meters are highly recommended on landscape areas smaller than five thousand (5,000) square feet to facilitate water management.

2. Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data shall be required for irrigation scheduling in all irrigation systems.

3. The irrigation system shall be designed to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.

a. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps or other devices shall be installed to meet the required dynamic pressure of the irrigation system.

b. Static water pressure, dynamic or operating pressure and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.

4. Sensors (rain, freeze, wind, etc.) either integral or auxiliary that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.

5. Manual shut-off valves (such as gate valve, ball valve or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.

6. Backflow prevention devices shall be required to protect the water supply from contamination by the irrigation system. A project applicant shall refer to the applicable city standards and specifications for additional backflow prevention requirements.

7. High flow sensors that detect and report high flow conditions created by system damage or malfunction are recommended.

8. The irrigation system shall be designed to prevent runoff, low head drainage, overspray or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways or structures.

9. Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.

10. The design of the irrigation system shall conform to the hydrozones of the landscape design plan.

11. The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in Section 12.08.060 regarding the maximum applied water allowance.

12. It is highly recommended that the project applicant inquire with the city about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.

13. In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.

14. Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.

15. Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.

16. Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to high traffic areas.

17. Check valves or anti-drain valves are required for all irrigation systems.

18. Narrow or irregularly shaped areas, including turf, less than seven (7) feet in width in any direction shall be irrigated with subsurface irrigation or low volume irrigation system.

19. Overhead irrigation shall not be permitted within twenty-four (24) inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel or other porous material. These restrictions may be modified if:

a. The landscape area is adjacent to permeable surfacing and no runoff occurs; or

b. The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or

c. The irrigation designer specifies an alternative design or technology as part of the landscape documentation package and clearly demonstrates strict adherence to irrigation system design criteria in Section 12.08.100. Prevention of overspray and runoff must be confirmed during the irrigation audit.

20. Slopes greater than twenty-five (25) percent shall not be irrigated with an irrigation system with a precipitation rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology as part of the landscape documentation package and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.

B. Hydrozone.

1. Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions and plant materials with similar water use.

2. Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.

3. Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf.

4. Individual hydrozones that mix plants of moderate and low water use or moderate and high water use may be allowed if:

a. Plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or

b. The plant factor of the higher water using plant is used for calculations.

5. Individual hydrozones that mix high and low water use plants shall not be permitted.

6. On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter or other designation. On the irrigation design plan, designate the areas irrigated by each valve and assign a number to each valve. Use this valve number in the hydrozone information table (see Appendix B, Section A). This table can also assist with the irrigation audit and programming the controller.

7. The irrigation design plan, at a minimum, shall contain:

a. Location and size of separate water meters for landscape;

b. Location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators and backflow prevention devices;

c. Static water pressure at the point of connection to the public water supply;

d. Flow rate (gallons per minute), application rate (inches per hour) and design operating pressure (pressure per square inch) for each station;

e. Recycled water irrigation systems as specified in Section 12.08.160;

f. The following statement: "I have complied with the criteria of the Water Efficient Landscape Design and Installation Ordinance and applied them accordingly for the efficient use of water in the irrigation design plan"; and

g. The signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor or any other person authorized to design an irrigation system. (10-02, Amended, 02/02/2010)

12.08.110 Certificate of completion.

A. The certificate of completion (see Appendix C) shall include the following six (6) elements:

1. Project information sheet that contains:

a. Date;

b. Project name;

c. Project applicant name, telephone and mailing address;

d. Project address and location; and

e. Property owner name, telephone and mailing address.

2. Certification by either the signer of the landscape design plan, the signer of the irrigation design plan or the licensed landscape contractor that the landscape project has been installed per the approved landscape documentation package.

Where there have been significant changes made in the field during construction, these "as-built" or record drawings shall be included with the certification.

3. Irrigation scheduling parameters used to set the controller (see Section 12.08.120).

4. Landscape and irrigation maintenance schedule (see Section 12.08.130).

5. Irrigation audit report (see Section 12.08.140).

6. Soil analysis report, if not submitted with landscape documentation package and documentation verifying implementation of soil report recommendations (see Section 12.08.070).

B. The project applicant shall:

1. Submit the signed certificate of completion to the local agency for review.

2. Ensure that copies of the approved certificate of completion are submitted to the city and property owner or his/her designee.

C. The city shall:

1. Receive the signed certificate of completion from the project applicant.

2. Approve or deny the certificate of completion. If the certificate of completion is denied, the city shall provide information to the project applicant regarding reapplication, appeal or other assistance. (10-02, Amended, 02/02/2010)

12.08.120 Irrigation scheduling.

For the efficient use of water, all irrigation schedules shall be developed, managed and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:

A. Irrigation scheduling shall be regulated by automatic irrigation controllers.

B. Overhead irrigation shall be scheduled between six p.m. and ten a.m. during daylight savings time unless weather conditions prevent it. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

C. For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate and current reference evapotranspiration so that applied water meets the estimated total water use. Total annual applied water shall be less than or equal to maximum applied water allowance (MAWA). Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data.

D. Parameters used to set the automatic controller shall be developed and submitted for each of the following:

1. The plant establishment period;

2. The established landscape; and

3. Temporarily irrigated areas.

E. Each irrigation schedule shall consider for each station all of the following that apply:

1. Irrigation intervals (days between irrigation);

2. Irrigation run times (hours or minutes per irrigation event to avoid runoff);

3. Number of cycle starts required for each irrigation event to avoid runoff;

4. Amount of applied water scheduled to be applied on a monthly basis;

5. Application rate setting;

6. Root depth setting;

7. Plant typesetting;

8. Soil type;

9. Slope factor setting;

10. Shade factor setting; and

11. Irrigation uniformity or efficiency setting. (10-02, Amended, 02/02/2010)

12.08.130 Landscape and irrigation maintenance schedule.

Attachment: Draft code, Chapter 12.08 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

A. Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the certificate of compliance.

B. A regular maintenance schedule shall include, but not be limited to, routine inspection, adjustment and repair of the irrigation system and its components, aerating and dethatching turf areas, replenishing mulch, fertilizing, pruning, weeding in all landscape areas, and removing obstructions to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

C. Repair of all irrigation equipment shall be done with the originally installed components or their equivalents.

D. A project applicant is encouraged to implement sustainable or environmentally friendly practices for overall landscape maintenance. (10-02, Amended, 02/02/2010)

12.08.140 Irrigation audit, irrigation survey and irrigation water use analysis (new and rehabilitated landscapes).

A. All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.

B. For new construction and rehabilitated landscape projects installed after July 1, 2022, as described in Section 12.08.020, the following apply:

1. The project applicant shall submit an irrigation audit report with the certificate of completion to the city that may include, but is not limited to, inspection, system tune-up, system test with distribution uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule.

2. The city shall administer programs that may include, but not be limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the maximum applied water allowance. (10-02, Amended, 02/02/2010)

12.08.150 Irrigation efficiency.

For the purpose of determining maximum applied water allowance, average irrigation efficiency is assumed to be 0.71. Irrigation systems shall be designed, maintained and managed to meet or exceed an average landscape irrigation efficiency of 0.71. (10-02, Amended, 02/02/2010)

12.08.160 Recycled water.

A. Irrigation systems and decorative water features shall use recycled water unless a written exemption has been granted by the city stating that recycled water meeting all public health codes and standards is not available and will not be available for the foreseeable future.

B. All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and state laws.

C. Landscapes using recycled water are considered special landscape areas. The ET adjustment factor for special landscape areas shall not exceed 1.0. (10-02, Amended, 02/02/2010)

12.08.170 Stormwater management.

Attachment: Draft code, Chapter 12.08 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

A. Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase onsite retention and infiltration are encouraged.

B. Project applicants shall refer to the city or regional water quality control board for information on any applicable stormwater ordinances and stormwater management plans.

C. Rain gardens, cisterns and other landscape features and practices that increase rainwater capture and create opportunities for infiltration and/or onsite storage are recommended. (10-02, Amended, 02/02/2010)

12.08.180 Public education.

A. Publications. Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management and maintenance that save water is encouraged in the community. Developers/builders shall provide information to owners of new, single-family residential homes regarding the design, installation, management and maintenance of water efficient landscapes.

B. Model Homes. All model homes that are landscaped shall use signs and written information to demonstrate the principles of water efficient landscapes described in this chapter.

1. Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment and others that contribute to the overall water efficient theme.

2. Information shall be provided about designing, installing, managing and maintaining water efficient landscapes. (10-02, Amended, 02/02/2010)

12.08.190 Irrigation audit, irrigation survey and irrigation water use analysis (existing landscapes).

This section shall apply to all existing landscapes that were installed before January 1, 2010 and are over one acre in size.

A. For all landscapes in this section that have a water meter, the city shall administer programs that may include, but not be limited to, irrigation water use analyses, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the maximum applied water allowance for existing landscapes. The maximum applied water allowance for existing landscapes shall be calculated as: MAWA = (0.8) (ETo) (LA) (0.62).

B. For all landscapes in this section that do not have a water meter, the city shall administer programs that may include, but not be limited to, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.

C. All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor. (10-02, Amended, 02/02/2010)

12.08.200 Water waste prevention.

Attachment: Draft code, Chapter 12.08 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

A. The city shall prevent water waste resulting from inefficient landscape irrigation by prohibiting runoff from leaving the target landscape due to low head drainage, overspray or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots or structures. Penalties for violations of these prohibitions shall be established by city council resolution.

B. Restrictions regarding overspray and runoff may be modified if:

1. The landscape area is adjacent to permeable surfacing and no runoff occurs; or

2. The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping. (10-02, Amended, 02/02/2010)

12.08.210 Appendices.

Appendices follow.

Appendix A

Landscape Documentation Package Submittal Checklist

1. City of Hanford Building Permit Application Form
2. Four (4) complete sets of drawings and documentation
3. Project information
4. Water Efficient Landscape Worksheet
5. Soil Management Report
6. Landscape Design Plan
7. Irrigation Design Plan
8. Grading Plan
9. All documents are signed per the Landscape Ordinance requirements
10. A Plan Review deposit (amount per the Fee Schedule)
11. This Landscape Documentation Package Submittal Checklist

Attachment: Draft code, Chapter 12.08 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

Attachment: Draft code, Chapter 12.08 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

Appendix B

Sample Water Efficient Landscape Worksheet

WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and is a requirement of the Landscape Documentation Package.

Please complete all sections (A and B) of the worksheet.

SECTION A. HYDROZONE INFORMATION TABLE

Please complete the hydrozone table(s) for each hydrozone. Use as many tables as necessary to provide the square footage of landscape area per hydrozone.

Hydrozone*	Zone or Value	Irrigation Method**	Area (Sq. Ft.)	% of Landscape Area
	Total			**100%**

***Hydrozone**	****Irrigation Method**
HW = High Water Use Plants	MS = Micro-spray
MW = Moderate Water Use Plants	S = Spray
LW = Low Water Use Plants	R = Rotor
	B = Bubbler
	D = Drip
	O = Other

SECTION B. WATER BUDGET CALCULATIONS

Section B1. Maximum Applied Water Allowance (MAWA)

The project's Maximum Applied Water Allowance shall be calculated using this equation:

MAWA = (ETo) (0.62) [(0.7 x LA) + (0.3 x SLA)]

where:

MAWA = Maximum Applied Water Allowance (gallons per year)

ETo	= Annual Evapotranspiration (for Hanford is 51.5 inches per year)
0.7	= ET Adjustment Factor (ETAF)
LA	= Landscaped Area includes Special Landscape Area (square feet)
0.62	= Conversion factor (to gallons per square foot)
SLA	= Portion of the landscape area identified as Special Landscape Area (square feet)
0.3	= the additional ET Adjustment Factor for Special Landscape Area (1.0 – 0.7 = 0.3)

Maximum Applied Water Allowance = _____ gallons per year

Show calculations:

Section B2. Estimated Total Water Use (ETWU)

The project's Estimated Total Water Use is calculated using the following formula:

$$ETWU = (ETo)(0.62)\left(\frac{PF x HA}{IE} + SLA\right)$$

where:

ETWU	= Estimated total water use per year (gallons per year)
ETo	= Annual Evapotranspiration (for Hanford, 51.5 inches per year)
PF	= Plant Factor from WUCOLS (see Definitions)
HA	= Hydrozone Area (high, medium and low water use areas) (square feet)
SLA	= Special Landscape Area (square feet)
0.62	= Conversion Factor (to gallons per square foot)
IE	= Irrigation Efficiency (minimum 0.71)

Hydrozone Table for Calculating ETWU

Please complete the hydrozone table(s). Use as many tables as necessary.

Attachment: Draft code, Chapter 12.08 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

Attachment: Draft code, Chapter 12.08 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

Hydrozone	Plant Water Use Type(s)	Plant Factor (PF)	Area (HA) (square feet)	PF x HA (square feet)
			Sum	
	SLA			

Estimated Total Water Use = _____ gallons

Show calculations:

Appendix C

Sample Certificate of Completion

CERTIFICATE OF COMPLETION

This certificate is filled out by the project applicant upon completion of the landscape project.

PART 1. PROJECT INFORMATION SHEET

Date		
Project Name		
Name of Project Applicant	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Project Address and Location:

Street Address		Parcel, tract, or lot number, if available
City		Latitude/Longitude (optional)
State	Zip Code	

Property Owner or his/her designee:

Name	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Attachment: Draft code, Chapter 12.08 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

Property Owner

"I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and the Certificate of Completion and that it is our responsibility to see that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."

_____

Property Owner Signature Date

Please answer the questions below:

1. Date the Landscape Documentation Package was submitted to the City _____
2. Date the Landscape Documentation Package was approved by the City _____
3. Date that a copy of the Water Efficient Landscape Worksheet (including the Water Budget Calculation) was submitted to the City _____

PART 2. CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE DOCUMENTATION PACKAGE

"I/we certify that, based upon periodic site observations, the work has been substantially completed in accordance with the ordinance and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package."

Signature*	Date	
Name (Print)	Telephone No.	
Name of Project Applicant	Fax No.	
	Email Address	
License No. or Certification No.		
Company	Street Address	
City	State	Zip Code

* Signer of the landscape design plan, signer of the irrigation plan, or a licensed landscape contractor

PART 3. IRRIGATION SCHEDULING

Attach parameters for setting the irrigation schedule on controller per ordinance Section 12.08.120.

PART 4. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE

Attach schedule of Landscape and Irrigation Maintenance per ordinance Section 12.08.130.

Attachment: Draft code, Chapter 12.08 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

Attachment: Draft code, Chapter 12.08 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

PART 5. LANDSCAPE IRRIGATION AUDIT REPORT

Attach Landscape Irrigation Audit Report per ordinance Section 12.08.140.

PART 6. SOIL MANAGEMENT REPORT

Attach soil analysis report if not previously submitted with the Landscape Documentation Package per ordinance Section 12.08.070.

Attach documentation verifying implementation of recommendations from soil analysis report per ordinance Section 12.08.070.

(Ord. 10-02, 2010)

Exhibit C

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 irregularly 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).

2.48.35 Recovered Organic Waste and Recycled-Content Paper.

A. As required by 14 CCR, Division 7, Chapter 12, Article 12, all City departments, and direct service providers to the City, as applicable, must comply with the requirements of this section.

B. All vendors providing Paper Products and Printing and Writing Paper shall:

(1) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same cost as non-recycled items.

Attachment: Draft code, Chapter 2.48 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

(2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.

(3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

(4) Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).

(5) Provide records to the City's Recovered Organic Waste Product procurement record keeping Designee of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in this Section for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided

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

Attachment: Draft code, Chapter 2.48 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

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.

Attachment: Draft code, Chapter 2.48 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

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)

Attachment: Draft code, Chapter 2.48 (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08 (Lanscapiing))

City of HANFORD
CALIFORNIA 93230
CITY OFFICES 319 NORTH DOUTY STREET

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AMANDA SALTRAY
FRANCISCO RAMIREZ
ARTHUR BRIENO
CITY MANAGER
MARIO CIFUENTEZ

Subject: Amended Hanford Municipal Code, Chapter 13: Solid Waste Collection and Disposal

This notification letter is to advise you that Chapter 13 of the City of Hanford Municipal Code dealing with Solid Waste Collection and Disposal, has recently been amended. As a solid waste hauler potentially doing business within the City of Hanford, the amendments could directly affect you.

First and foremost, if you currently collect solid waste within the City of Hanford, you are required to obtain a Hauler Permit within 90 days. New Haulers within the City must obtain a permit before commencing operations within the City. The permit is free of charge and is intended to assist the City in gauging compliance with various State recycling and diversion laws and regulations. Quarterly reports to City indicating volume of organic waste, recyclables, and refuse collected is required.

Enclosed is the Hauler Permit application, a sample quarterly reporting form, and the text of the relevant portion of the amended Municipal Code. It is our intent to make the process as easy as possible while still collecting the necessary information to determine compliance with applicable laws and regulations.

Please note that a current Hanford Business License is required, as is applicable Certificates of Insurance for vehicle, general liability, and Worker's Compensation. Please provide copies of each of these documents along with your Hauler Permit application.

As stated in the Municipal Code, if you are a current Hauler doing business within the City of Hanford, your application must be received within 90 days of the date of this letter or your ability to provide solid waste service within the City of Hanford will be revoked. Failure to abide by the conditions stated in the Municipal Code, including submittal of quarterly reports, is grounds for revocation of your permit.

Thank you for your cooperation and feel free to contact me if you have any questions.

Jim Ross
Deputy Public Works Director
jross@cityofhanfordca.com
559-585-2567

Attachment: Hauler permit application, all forms (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08

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Application for Permitted Hauler
For authorization to provide
Solid waste service
City of Hanford

COMPANY'S NAME:_____

PERSON REQUESTING PERMIT:_____

BUSINESS ADDRESS:_____

CITY, STATE, ZIP:_____

PHONE NUMBER:_____FAX NUMBER:_____

EMAIL ADDRESS:_____

City of Hanford BUSINESS LICENSE NUMBER:_____

You must include a Certificate of Insurance for each policy listed below:

☐ Vehicle Insurance
☐ General Liability Insurance
☐ Worker's Compensation Insurance

PERMITEE HAS RECEIVED A COPY OF REVISED ORDINANCE 8.28.120 & 8.28.130

SIGNATURE:_____ DATE:_____

PRINTED NAME:_____

CITY USE

PERMIT ISSUE DATE:_____ EXPIRATION DATE:_____

Attachment: Hauler permit application, all forms (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08

13.12.110 Requirements for Haulers

A. Permit required: Persons seeking to engage in the collection, transport, or disposal of solid waste material generated in or located within the Hanford City limits shall obtain a Hauler Permit from the City prior to commencing such activities. This includes, but is not limited to, persons providing roll off services, landscapers and/or arborists that remove lawn trimmings and waste from customer's premises, commercial compactor haulers, and the like. Persons solely providing refuse bin service to construction sites need not obtain a separate Hauler Permit, though compliance with the requirements of this Chapter and City's C&D rules shall be required as a condition of the issuance of a building permit.

1. Haulers operating within the City of Hanford prior to the adoption of this Chapter shall be allowed to continue operations, but must obtain a Hauler Permit within three (3) months of adoption of this Chapter.

B. Permitted Haulers providing residential, commercial, or industrial waste collection services to generators within the City boundaries shall meet the following requirements and standards as a condition of permit approval.

1. All solid waste generated or located within the City limits, including but not limited to Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, and grey container waste, shall be transported to KWRA's facility.
2. Through written notice to the City provided on or before the first day of February, May, August, and November of each year, Permitted Haulers shall provide the following information to City:
   a. The name, address and telephone number of the person, firm or corporation conducting the solid waste collection and/or processing;
   b. City permit number;
   c. The type of solid waste collected and/or processed;
   d. Total tonnage of solid waste collected or received for processing during that respective quarter;
   e. Type of and tonnage of recyclables collected, received and processed;
   f. Tonnage of Organic waste collected, received and processed; and
   g. Destination for disposal of all solid waste streams.

13.12.120 Permits—Termination—Notices—Appeals.

A. Any hauler permit issued pursuant to this Chapter shall be valid for a period not to exceed two (2) years.

B. The solid waste superintendent may terminate any permit issued pursuant to this Chapter on ninety (90) days' written notice to the permittee when:

Attachment: Hauler permit application, all forms (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08

1. In the judgment of the solid waste superintendent, such services can be performed with the City's regular equipment; or
2. In the judgment of the solid waste superintendent, the disposal of such accumulations is interfering with the City's disposal of solid waste in accordance with the provisions of this Chapter; or
3. The permittee fails to submit the quarterly report of solid waste processed as provided in Section 13.12.110(B)(2); or
4. The permittee fails to comply with the requirement to transport solid waste material located or generated within the Hanford City limits to KWRA;
5. The permittee fails to comply with KWRA disposal requirements; or
6. The permittee fails to violates any laws, ordinances, or regulations governing the disposal of waste.

C. The solid waste superintendent may terminate any permit issued pursuant to this Chapter on ninety (90) days' written notice to the permittee. The permit shall terminate on the ninetieth (90th) day from the date of the notice. Such notice may be given in writing by ordinary mail, postage prepaid, and addressed to the permittee at its last address as shown by the City's records.

D. Any permittee who has received a notice of termination may appeal the termination to the City Manager within ten days of the date of the notice of termination. The appeal shall be in the form of a written notice filed with the City clerk and signed by the permittee. The notice shall state clearly and concisely the reasons upon which the appellant relies for his/her appeal. The City clerk shall set the matter for hearing before the City Manager within thirty (30) days after the notice of appeal is filed, and shall notify the appellant by certified mail, postage prepaid, return receipt requested, of the date of hearing at least ten days before the hearing by the City Manager. At the hearing, the appellant shall have the burden of establishing to the satisfaction of the City Manager that it is entitled to relief, or otherwise the termination shall stand. The determination of the City Manager shall be final and conclusive upon the permittee. (Prior code § 6-3.205)

13.12.130 Permits not assignable.

Any permit issued pursuant to Sections 13.12.110 shall be personal to the permittee and shall not be assignable. Any attempted assignment of such permit shall result in immediate termination of such permit. (Prior code § 6-3.206)

13.12.140 Business licenses required.

The holder of a permit issued pursuant to Sections 13.12.110, if it does not already hold a business license from the City, is required to apply for and hold a business license from the City pursuant to Chapters 5.04 and 5.08 of the Hanford Municipal Code during all times in which such permit is in effect. (Prior code § 6-3.207)

Attachment: Hauler permit application, all forms (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08

City of Hanford
Quarterly tonnage Report

Business Name: _____

Reporting Period _____

	Collection	Collection	Bin size	Refuse	Recyclables	Organics	Other	Other
	Date	Address	Size (cu.yd.)	Tons	Tons	Tons	Specify type	Tons
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
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Page Totals								

Contact Name and Signature: **Date:**

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Enclosed is the Hauler Permit application, a sample quarterly reporting form, and the text of the relevant portion of the amended Municipal Code. It is our intent to make the process as easy as possible while still collecting the necessary information to determine compliance with applicable laws and regulations.

Please note that a current Hanford Business License is required, as is applicable Certificates of Insurance for vehicle, general liability, and Worker's Compensation. Please provide copies of each of these documents along with your Hauler Permit application.

As stated in the Municipal Code, if you are a current Hauler doing business within the City of Hanford, your application must be received within 90 days of the date of this letter or your ability to provide solid waste service within the City of Hanford will be revoked. Failure to abide by the conditions stated in the Municipal Code, including submittal of quarterly reports, is grounds for revocation of your permit.

Thank you for your cooperation and feel free to contact me if you have any questions.

Jim Ross
Deputy Public Works Director
jross@cityofhanfordca.com
559-585-2567

Attachment: Hauler permit application, all forms (PW: Amendments to Muni Code Chapters 13.12 (refuse), 2.48 (Purchasing), and 12.08

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Application for Permitted Hauler
For authorization to provide
Solid waste service
City of Hanford

COMPANY'S NAME:_____

PERSON REQUESTING PERMIT:_____

BUSINESS ADDRESS:_____

CITY, STATE, ZIP:_____

PHONE NUMBER:_____FAX NUMBER:_____

EMAIL ADDRESS:_____

City of Hanford BUSINESS LICENSE NUMBER:_____

You must include a Certificate of Insurance for each policy listed below:

☐ Vehicle Insurance
☐ General Liability Insurance
☐ Worker's Compensation Insurance

PERMITEE HAS RECEIVED A COPY OF REVISED ORDINANCE 8.28.120 & 8.28.130

SIGNATURE:_____ DATE:_____

PRINTED NAME:_____

CITY USE

PERMIT ISSUE DATE:_____ EXPIRATION DATE:_____

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City of Hanford
Quarterly tonnage Report

Business Name: _____

Reporting Period _____

	Collection	Collection	Bin size	Refuse	Recyclables	Organics	Other	Other
	Date	Address	Size (cu.yd.)	Tons	Tons	Tons	Specify type	Tons
1								
2								
3								
4								
5								
6								
7								
8								
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Page Totals								

Contact Name and Signature: **Date:**

Attachment: Hauler permit application, all forms (PW: Amendments to Muni Code Chapters 13.12 (refuse),

AGENDA
STAFF REPORT

MEETING DATE: 5/17/2022	**AGENDA SECTION:** A

SUBJECT:
Parks and Community Services: Update to Council on the Heroes Park project and Appropriation of funding to formally create a Capital Improvement Project for the acquisition and development of the new 40-Acre park

---

RECOMMENDATION:
That the City Council receive the update and take action to appropriate $10,291,308 in funding to formally create a Capital Improvement Project for the acquisition and development of the new 40-Acre park.

BACKGROUND:
On December 7, 2021, the City was notified by the California Department of Parks and Recreation of the $8,500,000 award of the Statewide Park and Community Revitalization Program Grant for the acquisition and development of the new 40-Acre Heroes Park. On April 11, 2022, the City received the fully executed grant contract (attached).

Project Update:

Date	**Task**
April 24, 2022	Fully executed grant contract
March 12, 2022	Preliminary Title Report and Plat Map completed by Stewart Title
April 13, 2002	Property survey and legal description completed by Provost and Pritchard
April 14, 2022	Draft Purchase of Sale Agreement and Escrow Instructions sent to EBC Farms Inc.
April 15, 2022	Appraisal of property initiated by Hower and Associates (in progress)

The appropriation of funding is needed to establish a project account to be expended for the acquisition and development of the park. Grant funding will be reimbursed to this account through the State's Payment Request process.

FISCAL IMPACT:
Appropriation of $10,291,308 to for the acquizition and development of the 40-Acre Heroes Park to be funded by the $8.5 Prop 68 grant and an appropriation of $1,791,308 from the Park Impact fee fund.

ATTACHMENTS:
Executed Heroes Park Contract

DocuSign Envelope ID: 4C51BBD3-0195-44E2-8C3E-C16DEA385578

State of California - Natural Resources Agency

Department of Parks and Recreation

GRANT CONTRACT

2018 Parks Bond Act

Statewide Park Development and Community Revitalization

GRANTEE City of Hanford

GRANT PERFORMANCE PERIOD is from July 01, 2021 through June 30, 2026

CONTRACT PERFORMANCE PERIOD is from July 01, 2021 through June 30, 2051

PROJECT TITLE HEROES PARK PROJECT NUMBER SW-16-005

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed $8,500,000.00

City of Hanford
Grantee

By Mario Cifuentes II
Typed or printed name of Authorized Representative

Signature of Authorized Representative

Address 319 N. Douty Street

Title City Manager

Date 2.10.2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By Barbara Baker
DocuSigned by:
Typed or printed name of Authorized Representative
Barbara Baker
Z08FDA4C8D9E41C...
Signature of Authorized Representative

Title Supervisor

Date 4/11/2022

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO	AMENDMENT NO	FISCAL SUPPLIER I.D.			PROJECT NO.
C5054086		0000096437			SW-16-005
AMOUNT ENCUMBERED BY THIS DOCUMENT		FUND.			
$8,500,000.00		General Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM	CHAPTER	STATUTE	FISCAL YEAR
		3790-101-0001	21	21	2021/22
TOTAL AMOUNT ENCUMBERED TO DATE		Reporting Structured.	Account/Alt Account.	ACTIVITY CODE	PROJECT / WORK PHASE
$ $8,500,000.00		37900091	5432000-5432000000	60054	3790000SW16005

Attachment: Executed Heroes Park Contract (Parks: Update on Heroes Park and Appropriation of funding)

DocuSign Envelope ID: 4C51BBD3-0195-44E2-8C3E-C16DEA385578

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Hanford (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $8,500,000, subject to the terms and conditions of this CONTRACT and the 2021/22 California State Budget, Chapter 21, statutes of 2021, Item number – 3790-101-0001 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2021 to June 30, 2026.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.

2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.

6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.

7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Attachment: Executed Heroes Park Contract (Parks: Update on Heroes Park and Appropriation of funding)

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Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

   To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).

4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

Attachment: Executed Heroes Park Contract (Parks: Update on Heroes Park and Appropriation of funding)

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1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

Attachment: Executed Heroes Park Contract (Parks: Update on Heroes Park and Appropriation of funding)

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5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

Attachment: Executed Heroes Park Contract (Parks: Update on Heroes Park and Appropriation of funding)

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H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

Attachment: Executed Heroes Park Contract (Parks: Update on Heroes Park and Appropriation of funding)

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purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest

Attachment: Executed Heroes Park Contract (Parks: Update on Heroes Park and Appropriation of funding)

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against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Hanford
GRANTEE

By: _____
Signature of Authorized Representative

Title: City Manager

Date: 2. 10. 2022

STATE OF CALIFORNIA

Attachment: Executed Heroes Park Contract (Parks: Update on Heroes Park and Appropriation of funding)

DEPARTMENT OF PARKS AND RECREATION

By: DocuSigned by: Barbara Baker 708FDA4C8D9E41C...
Signature of Authorized Representative

Title: Supervisor

Date: 4/11/2022

Attachment: Executed Heroes Park Contract (Parks: Update on Heroes Park and Appropriation of funding)

AGENDA
STAFF REPORT

MEETING DATE: 5/17/2022	**AGENDA SECTION:** B

SUBJECT:
Consideration of the Adoption of Resolution No. 22-22-R, authorizing the restructuring of the CalPERS Unfunded Accrued Liability (UAL) and approving the issuance of of up to $31 million in 2022 Taxable Pension Obligation Bonds

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RECOMMENDATION:
That the City Council, by motion, Adopt Resolution No. 22-22-R, authorizing the issuance of its 2022 Taxable Pension Obligation Bonds (POB), in an aggregate principal amount not to exceed $31,000,000, to refinance outstanding obligations of the City to the California Public Employees Retirement System ("CalPERS"), and approving and directing related matters.

BACKGROUND:
In the Fall of 2021, City staff and NHA Advisors made presentations to City Council on various strategies to better manage rising pension costs. A validation process was initiated in December of 2021, and concluded April 6, 2022, meaning that the City can legally issue a POB to restructure all or a portion of its UAL.

On April 5, staff and the financing team returned to the City Council to present an update on the process, revised restructuring options, and gain authority from the City Council for the City Manager to enter into a term sheet with a bank, provided that a relatively low interest rate and acceptable terms could be secured. The City Council provided guidance to City staff and the financing team to continue executing the UAL restructuring, including using a bank placement if the interest rate and terms were acceptable. This led to the initiation of a formal RFP Process to hire a Broker-Deal to provide underwriter and/or placement agent services. Ultimately, Oppenheimer was hired based on their experience, ideas, and ability to successfully execute both a publicly offered POB or a directly placed POB with a bank.

Oppenheimer negotiated with several banks during April and early May, and ultimately presented a term sheet from Umpqua Bank at a 4.59% interest rate for a 17-year POB. Umpqua

also offered a relationship pricing option, which lowers the interest rate to 4.39% provided that the City deposits $4,000,000 into a money market account with Umpqua Bank. The City Manager has signed the term sheet and plans to take advantage of the relationship pricing, which will generate significant interest savings on the Bonds. This investment is allowed per the City's Investment Policy and although will earn a lower interest rate than some other investment tools, will provide increased savings to the City in a reduced interest rate on the POBs. The cash will still be available to the City should it be needed. The 4.39% interest rate on the Bonds is approximately one percentage point lower than if the City were to issue POBs in the public market under current market conditions.

At the May 3 City Council meeting, City Council adopted a Reserve and Pension Funding Policy, which will leverage the savings created through the POB to bolster reserves. This policy is an important piece of the City's current pension cost management approach, and future fiscal sustainability.

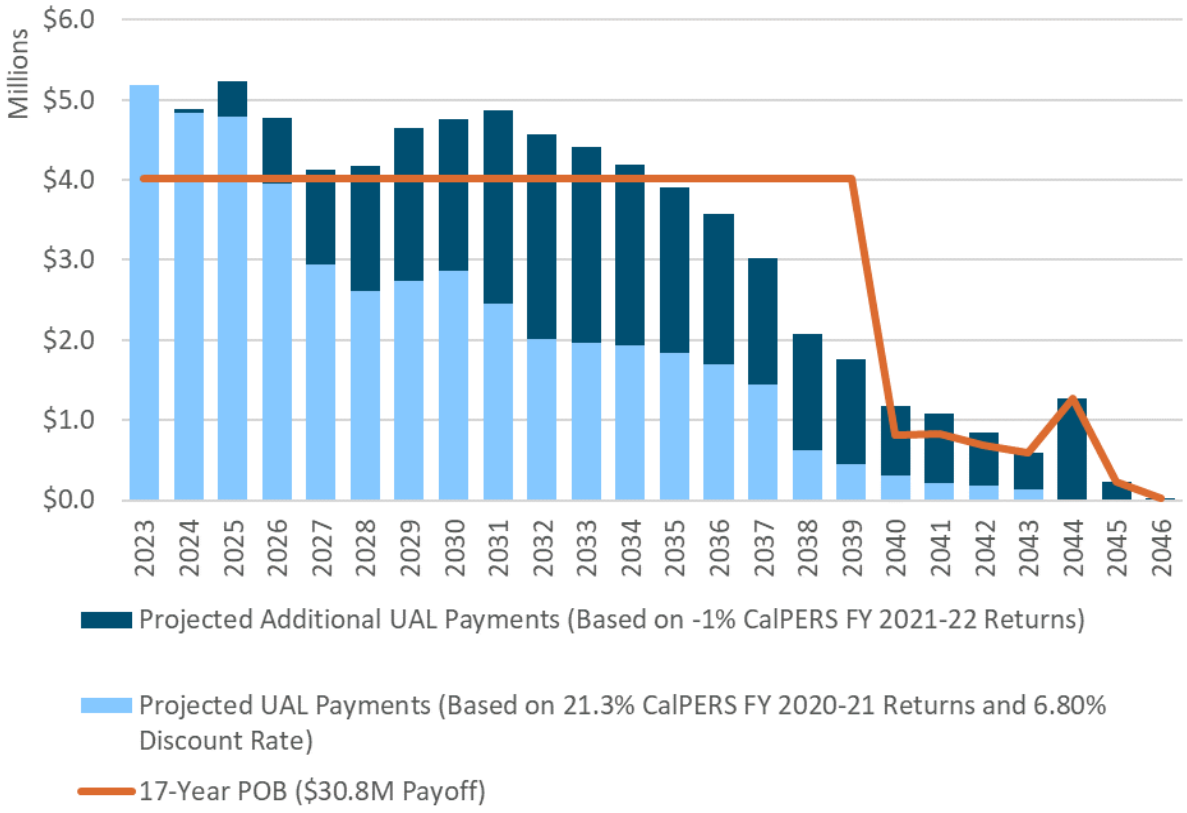
RESTRUCTURING DISCUSSION AND PROJECTED SAVINGS ANALYSIS:

City staff has worked with the financing team to evaluate numerous shapes and sizes to find the UAL restructuring that works best for the City in the current market, including terms ranging from 15 to 20 years, as well as sizes ranging from $15 million to $33 million. Based on the latest CalPERS actuarial report in 2021, the City's UAL totals $50.9 million (6/30/2022 projected valuation). Due to CalPERS FY 2020-21 investment returns of 21.3% and the resulting CalPERS discount rate reduction from 7.0% to 6.80%, the City's UAL was projected to decrease to about $31.6 million as of 6/30/2022. However, despite the strong returns in FY 2020-21, the stock market volatility in FY 2021-22 has generated negative investment returns for many, including CalPERS. CalPERS investment returns for FY 2021-22 so far are estimated at approximately negative 5%, which will nullify the benefits of the 21.3% returns in FY 2020-21 and is projected to increase the City's UAL balance to approximately $54.5 million.

In anticipation of CalPERS' projected negative investment returns and resulting additional UAL, City staff and its advisor are recommending the option that pays off approximately $30.8 million of UAL (maximum size that the Bank will allow), which will allow the City to convert a majority of its pension debt from a 6.80% interest rate to a 4.48% all-in interest rate.

A comparison of projected UAL payments vs. new POB payments, as well as projected savings from the POB, is shown in the chart and table on the next page. It should be noted that while CalPERS is projected today to be at negative 5%, the cash flow/savings analysis below assumes they end the year at negative 1%.

Staff and its advisor will continue to monitor CalPERS returns and update the projected payments on the remaining UAL once those are known. Per the adopted policy, and especially given that a large amount of UAL is projected to be added next year, it is recommended that the City set aside these savings from the POB so it can continue to address its outstanding debt with CalPERS.



Metrics	17-Year POB ($30.8M Payoff)
UAL Funded ($)	$30,777,802
% UAL Funded (Current Asset Valuations)	60%
Projected Funded Ratio (Includes FY 2020-21 Returns, 6.8% Discount Rate, and -1% FY 2021-22 Returns)	93%
Maturity	17 Years
Average Life	9.691 Years
Bank Interest Rate	4.39%
All-In Interest Rate	4.48%
PV Savings (%)	11.36%
PV Savings ($)	$3,497,526
Cumulative Savings	$2,544,613
Savings (2023-2034)	$7,560,021
Average Annual Savings (2023-2034)	$630,002

As shown, estimated present value (PV) estimated savings totals approximately $3.5 million. The restructuring would provide significant cash flow relief in the first twelve years given the

City's current front-loaded debt shape. These near-term savings from 2023-2034 total approximately $7.6 million, or about $630,000 annually.

In accordance with California Government Code Section 5852.1, good faith estimates have also been provided as an attachment to this Staff Report that detail the estimated financing amount and costs. Assuming approval of tonight's resolution, the City intends to close the financing on May 23, 2022, and pay off approximately $30.8 million of its UAL to CalPERS on June 23, 2022.

RESOLUTION NO. 22-22-R:

The resolution being approved authorizes staff to complete the POB financing, and approves forms of the following documents:

1. Indenture of Trust

2. Placement Agent Agreement

DOCUMENTS FOR REVIEW AND APPROVAL:

Indenture of Trust: The Indenture of Trust is an agreement between the City and U.S. Bank Trust Company, National Association ("Trustee") that identifies the duties and responsibilities of the Trustee, the terms and conditions under which the Bonds are to be issued, and the security of the Bonds.

Placement Agent Agreement: The Placement Agent Agreement between the City and Oppenheimer & Co. Inc ("Oppenheimer"), which is acting as placement agent for the 2022 Bonds. This agreement defines Oppenheimer's role in placing the 2022 Bonds with Umpqua Bank and identifies the amount to be paid to Oppenheimer for services provided in that role.

FISCAL IMPACT:

Costs to execute the issuance of the POBs is included in the financing of $205,000 and there is no general impact to General Fund budget related to those costs. Cumulative savings is estimated at $2.5 million, and savings are projected to average $630,000 from 2023 - 2034. Total net present value savings is approximately $3.5 million.

ATTACHMENTS:

Hanford 2022 POBs - Financing Schedule 220513
Resolution #2 Confirming Isssuance of Bonds, 2[3]
Indenture (Hanford POBs), 5[4]
Hanford 2022 POBs - Good Faith Estimates 220513
Placement Agent Agreement

City of Hanford
2022 Taxable Pension Obligation Bonds
(CalPERS UAL Restructuring)

Financing Schedule
(As of May 13, 2022)

Issuer:	*City of Hanford (CITY)*
Municipal Advisor:	*NHA Advisors (MA)*
Bond Counsel:	*Jones Hall (BC)*
Placement Agent:	*Oppenheimer & Co. (PA)*
Purchaser:	*Umpqua Bank (BANK)*
Trustee:	*U.S. Bank (TR)*

May 2022

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

August 2022

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Date	Activity	Participants
Sunday, May 8	Circulate First Drafts of Financing Documents	BC
Monday, May 9	Umpqua Bank Term Sheet Signed by City; Interest Rate Locked	CITY
Tuesday, May 10	Comments Due on First Drafts of Financing Documents	ALL
Thursday, May 12	Circulate Draft Staff Report	MA
Thursday, May 12	Begin Coordination with CalPERS Actuary	MA
Friday, May 13	Agenda Deadline for May 17, 2022 City Council Meeting (Staff Report and Financing Documents)	ALL
Monday, May 16	Request Formal CalPERS Payoff Letters	MA
Tuesday, May 17	Circulate Draft Closing Documents	BC
Tuesday, May 17	**City Council Approval of Financing**	**CITY**
Wednesday, May 18	Comments Due on Closing Documents	ALL
Thursday, May 19	Receive Final CalPERS Payoff Letters	MA
Thursday, May 19	Circulate Final Numbers	MA
Thursday, May 19	Execute Closing Documents	ALL
Friday, May 20	Pre-Closing	ALL

NHA | ADVISORS
Financial & Policy Strategies. Delivered.

Attachment: Hanford 2022 POBs - Financing Schedule 220513 (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation

City of Hanford 2022 Taxable Pension Obligation Bonds
Financing Schedule

May 13, 2022

Date	Activity	Participants
Monday, May 23	Closing	ALL
Thursday, June 23	Wire Funds to CalPERS	TR

Attachment: Hanford 2022 POBs - Financing Schedule 220513 (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation

Attachment: Resolution #2 Confirming Isssuance of Bonds, 2[3] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation

RESOLUTION 22-22-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD AUTHORIZING THE ISSUANCE OF ITS 2022 TAXABLE PENSION OBLIGATION BONDS TO REFINANCE OUTSTANDING OBLIGATIONS OF THE CITY TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM, AND APPROVING AND DIRECTING RELATED MATTERS

At a regular meeting of the City Council of the City of Hanford duly called and held on May 17, 2022, at 7:00 p.m. in the Council Chambers of the Civic Auditorium, it was agreed by City Council:

WHEREAS, the City of Hanford (the "City") is a contracting member of the California Public Employees' Retirement System ("PERS"), and as such the City is obligated to make certain payments to PERS relating to pension benefits accruing to current and former City employees who are PERS members, including retired employees (the "PERS Obligations"); and

WHEREAS, the City is authorized under the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code (the "Bond Law"), to issue its bonds for the purpose of refunding certain outstanding obligations of the City, including the PERS Obligations; and

WHEREAS, pursuant to Resolution 21-55-R, adopted by the City Council on December 7, 2021, the City Council authorized the issuance of one or more series of pension obligation bonds from time to time under the Bond Law for the purpose of refinancing the PERS Obligations, in whole or in part, and to pursue a judicial validation action with respect to such issuance; and

WHEREAS, the judicial validation action has been successfully completed and City staff, with the aid of outside consultants, have compiled the documents necessary for the issuance of an initial series of bonds to be issued in 2022 to refund a portion of the City's existing PERS Obligations and pay related costs of issuance (the "2022 Bonds"); and

WHEREAS, the information required to be obtained and disclosed with respect to the 2022 Bonds in accordance with Section 5852.1 of the California Government Code is set forth in the staff report accompanying this resolution; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Hanford as follows:

Section 1. Authorization of 2022 Bonds. Consistent with its actions in Resolution 21-55-R and based on the final judgment filed on March 7, 2022 related thereto, the City Council hereby authorizes the issuance of the 2022 Bonds in the maximum principal amount not to exceed $31,000,000 and with an interest rate not to exceed 4.65% (assuming no event of default has occurred), for the purpose of refunding a portion of the City's existing PERS Obligations and paying the costs of issuance of the 2022 Bonds. The 2022 Bonds are contemplated to be issued, on a private placement basis, to Umpqua Bank or its affiliates pursuant to the hereinafter approved Bond Indenture; provided, that if for any reason Umpqua Bank is unable to complete the purchase of the 2022 Bonds, City staff are authorized to negotiate with other potential lenders for the purchase of the 2022 Bonds subject to the foregoing parameters.

Section 2. Approval of Bond Indenture. The 2022 Bonds shall be issued under an Indenture of Trust (the "Bond Indenture"), between the City and U.S. Bank Trust Company, National Association, as trustee, in substantially the form on file with the City Clerk, together with any changes therein or additions thereto deemed advisable by the City Manager or the Finance Director (each, an "Authorized Officer"). The execution of the Bond Indenture by an Authorized Officer shall be conclusive evidence of the approval of any such changes or additions.

Section 3. Approval of Placement Agent Agreement. Oppenheimer & Co. Inc. is serving as placement agent with respect to the 2022 Bonds. Each Authorized Officer is authorized and directed to execute and deliver the Placement Agent Agreement, in substantially the form on file with the City Clerk, together with any changes therein or additions thereto deemed advisable by the Authorized Officer executing the same. The execution of the Placement Agent Agreement by an Authorized Officer shall be conclusive evidence of the approval of any such changes or additions.

Section 4. Approval of Additional Documents and Actions. The Authorized Officers, the City Clerk, and any and all other officers of the City are hereby authorized and directed, for and in the name and on behalf of the City, to sign any and all additional agreements, certificates, requisitions and other documents, and take any and all other actions, which they, or any of them, may deem necessary or advisable in connection with the issuance, sale and delivery of the 2022 Bonds. Whenever in this Resolution any officer of the City is directed to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 5. Effective Date. This Resolution shall take effect from and after the date of approval and adoption thereof.

PASSED, ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Hanford duly called and held on May 17, 2022, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED: _____
KALISH MORROW
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 17th day of May, 2022.

Date: _____

Attachment: Resolution #2 Confirming Isssuance of Bonds, 2[3] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation

_____

NATALIE CORRAL
CITY CLERK

Attachment: Resolution #2 Confirming Isssuance of Bonds, 2[3] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation

INDENTURE OF TRUST

Dated as of May 1, 2022

between the

CITY OF HANFORD

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Relating to

$_____
City of Hanford
2022 Taxable Pension Obligation Bonds

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

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INDENTURE OF TRUST

This INDENTURE OF TRUST (this "Indenture") dated as of May 1, 2022, is between the CITY OF HANFORD, a general law city and municipal corporation duly organized and existing under the laws of the State of California (the "City"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee").

B A C K G R O U N D :

1. The City has previously elected to become a contracting member of the California Public Employees' Retirement System ("PERS"), and as such the City is obligated by Sections 20000 *et seq.* of the California Government Code (the "Retirement Law"), to make payments to PERS relating to pension benefits accruing to retired City employees who are PERS members, including retired public safety employees and retired miscellaneous employees (the "PERS Obligations").

2. The City is authorized under the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code (the "Bond Law"), to issue its bonds for the purpose of refunding certain outstanding indebtedness of the City, including the PERS Obligations.

3. In order to refund the PERS Obligations and thereby realize substantial cash flow savings and accomplish a more prudent amortization of its unfunded actuarial accrued liability in respect of the PERS Obligations, the City has determined to issue its $_____ aggregate principal amount of City of Hanford 2022 Taxable Pension Obligation Bonds (the "Bonds") under the Bond Law and this Indenture, and under the Authorizing Resolution.

4. The principal of and interest on the Bonds are payable from any source of legally available funds of the City, including amounts on deposit in the General Fund of the City.

5. The Bonds have been determined to be the legal, valid and binding obligations of the City by judgment of the Kings County Superior Court rendered on March 7, 2022 in *City of Hanford v. All Persons Interested, et al.*, Case No. 21C-0405.

6. The City has determined that all acts and proceedings required by law necessary to make the Bonds, when executed by the City, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal limited obligations of the City, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done or taken.

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

A G R E E M E N T :

In order to secure the payment of the principal of and the interest and redemption premium (if any) on all the Outstanding Bonds under this Indenture according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable considerations, the receipt of which is hereby acknowledged, the City and the Trustee hereby covenant and agree with one another, for the benefit of the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

SECTION 1.01. *Definitions*. Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms defined in Appendix A attached to this Indenture have the respective meanings specified in Appendix A when used in this Indenture.

SECTION 1.02. *Authorization*. Each of the parties represents and warrants that it has full legal authority and is duly empowered to enter into this Indenture, and has taken all actions necessary to authorize the execution hereof by the officers and persons signing it.

SECTION 1.03. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

ARTICLE II

AUTHORIZATION AND TERMS OF BONDS

SECTION 2.01. *Authorization and Purpose of Bonds*. The City has reviewed all proceedings heretofore taken and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the City is now duly empowered, under each and every requirement of law, to issue the Bonds in the manner and form provided in this Indenture.

The City hereby authorizes the issuance of the Bonds in the aggregate principal amount of $____________ under the Authorizing Resolution and the Bond Law for the purposes of providing funds to refinance the PERS Obligations of the City as provided herein. The Bonds are designated the "City of Hanford 2022 Taxable Pension Obligation Bonds."

SECTION 2.02. *Terms of the Bonds*. The Bonds shall be issued in fully registered form, as a single bond form, without coupons, in the denominations of $1 or integral multiples thereof. The single Bond shall be dated as of the Closing Date, shall mature on June 1, 2039, shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the rate per annum of 4.390% and be payable as set forth in the following table.

Date	Principal	Interest	Debt Service
TOTALS			

The foregoing rate of 4.390% assumes that the City deposits at least $4,000,000 in a money market account at Umpqua Bank that qualifies under the City's investment policy within 30 days of the Closing Date. If the funds are withdrawn from Umpqua Bank prior to the Bonds being paid off, the interest rate on the Bonds shall increase to 4.590% (i.e., increase of 0.20%). The City may withdraw up to $1,000,000 every 5th year as the principal balance on the Bond is reduced without impact on the interest rate.

Interest on the Bond is payable from the Interest Payment Date immediately preceding the date of authentication thereof unless:

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

(a) the Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date,

(b) the Bond is authenticated on or before the first Record Date, in which event interest thereon will be payable from the Closing Date, or

(c) interest on the Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable from the date to which interest has been paid in full, payable on each Interest Payment Date.

Notwithstanding anything herein to the contrary, so long as the Bonds are owned by the Initial Owner: (i) the Trustee shall pay principal of and interest and premium on, if any, on the Bonds when due by wire transfer in immediately available funds to the Initial Owner in accordance with such wire transfer instructions as shall be filed by the Initial Owner with the Trustee from time to time; (ii) for so long as the Bonds shall be held by the Initial Owner and any subsequent Owner as a single Bond, presentation and surrender of such Bond shall not be required for payment thereof, provided that principal which is payable at maturity or earlier redemption in full shall be made only upon presentation and surrender at the Office of the Trustee; and (iii) the Trustee shall not be required to give notice to the Initial Owner of the mandatory sinking fund payments described hereunder.

SECTION 2.03. *Redemption of Bonds*.

(a) Optional Redemption. The Bonds are subject to optional redemption from any source of available funds of the City, in whole or in part on any date at the following respective redemption prices (expressed as percentages of the principal amount of the Bond to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
Any date through May 31, 2025	103%
June 1, 2025 – May 31, 2027	102
June 1, 2027 – May 31, 2029	101
June 1, 2029 and any date thereafter	100

Partial redemptions under this Section 2.03(a) may be made only once in each calendar year and shall be applied to the principal of the Bonds in inverse order of maturity/sinking fund redemption date.

(b) Mandatory Sinking Fund Redemption. The Bond is subject to mandatory redemption by lot at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on June 1 of each year until maturity, as set forth in the debt service schedule shown at Section 2.02.

(c) Notice of Redemption. Written notice of any redemption shall be given by the City to the Trustee at least 20 days prior to the date of redemption (unless a shorter time shall be acceptable to the Trustee for its convenience).The Trustee on behalf and at the expense of the City will mail (by first class mail) notice of any redemption to the Owner at its respective address appearing on the Registration Books at least 10 days prior to the

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

redemption date; *provided, however,* that neither failure to receive any such notice so mailed nor any defect therein will affect the validity of the proceedings for the redemption of the Bond or the cessation of the accrual of interest thereon. Such notice must state the date of the notice, the redemption date, the redemption place and the redemption price, giving notice also that further interest on such Bond will not accrue from and after the redemption date. No notice of sinking fund redemption shall be given.

(d) Right to Rescind Notice of Optional Redemption. The City may send a conditional notice of an optional redemption of Bonds under subsection (a) of this Section. The City may rescind any notice of the optional redemption of Bonds under subsection (a) of this Section by written notice to the Trustee on or prior to the dated fixed for redemption. Any notice of optional redemption will be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation will not constitute an Event of Default. The City and the Trustee have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee will mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (c) of this Section.

(e) Partial Redemption of Bonds. If only a portion of a Bond is called for redemption, then upon surrender of such Bond the City will execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the City, a new Bond or Bonds of the same series and maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

(f) Effect of Redemption. From and after the date fixed for redemption, if notice of redemption has been duly mailed and funds available for the payment of the principal of and interest (and premium, if any) on the Bonds so called for redemption have been duly provided, such Bonds so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. Unless otherwise directed in writing by the City, the Trustee shall cancel and destroy all Bonds redeemed under this Section 2.03.

SECTION 2.04. *No DTC*. Upon initial delivery, the Trustee shall register the ownership of the Bond on the Registration Books in the name of the Initial Owner. The Depository Trust Company will not be utilized for initial registration of the Bond.

SECTION 2.05. *Form and Execution of Bonds*. The Bonds will be initially delivered in the form of a single fully-registered bond (which may be typewritten) in the aggregate principal amount of the Bond, which shall be executed, authenticated and delivered to the Initial Owner on the Closing Date. Upon initial delivery of Bonds to the Owner, the Trustee shall register the ownership of the Bond on the Registration Books in the name of the Owner.

The Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, are set forth in Appendix B attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

The City Manager shall execute, and the City Clerk of the City shall attest each Bond. Any or all of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on a Bond ceases to be such officer before the Closing Date, such signature will nevertheless be as effective as if the officer had remained in office until the Closing Date. The Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of that Bond are the proper officers of the City, duly authorized to execute debt instruments on behalf of the City, although on the date of that Bond any such person was not an officer of the City.

Only the Bond bearing a certificate of authentication in the form set forth in Appendix B, manually executed and dated by the Authorized City Official, is valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee is conclusive evidence that such Bond has been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

SECTION 2.06. *Transfer and Exchange of Bonds.*

(a) Transfers. Ownership of the Bonds may be transferred in whole only to (i) an affiliate of the Initial Owner or (ii) a bank, insurance company, or other financial institution, or (iii) a trust, partnership, custodial arrangement or similar entity for the Owner or its assignees to sell or assign participation interests in the Bonds to an entity listed in (i) or (ii); provided that any participation, custodial or similar agreement under which multiple ownership interests in the Bond are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees to act on their behalf with respect to the rights and interests of the registered owner, including with respect to the exercise of rights and remedies of the registered owner on behalf of such owners upon the occurrence of an Event of Default. Transfer shall be made upon surrender of the Bond to the Trustee at its Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed.

(b) Taxes. The Trustee shall collect any tax or other governmental charge on the transfer of the Bond under this Section 2.06. Whenever the Bond is surrendered for transfer, the City will execute and the Trustee shall authenticate and deliver to the transferee a new Bond of like interest rate, maturity and aggregate principal amount. The City will pay the cost of printing the Bond and any services rendered or expenses incurred by the Trustee in connection with any transfer of the Bond.

SECTION 2.07. *Registration Books*. The Trustee will keep or cause to be kept, at its Office, sufficient records for the registration and registration of transfer of the Bonds, which shall at all times during normal business hours, and upon reasonable notice, be open to inspection by the City. The Trustee will register the ownership and transfer of the Bonds on the Registration Books under such reasonable regulations as it may prescribe.

SECTION 2.08. *Bonds Mutilated, Lost, Destroyed or Stolen*. If a Bond is mutilated, the City, at the expense of the Owner of that Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in exchange and substitution for the Bond so mutilated, upon surrender to the Trustee of the Bond so mutilated. The Trustee shall cancel every mutilated Bond surrendered to it and deliver such mutilated Bond to or upon the order of the City. If a Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

satisfactory to the Trustee and if indemnity satisfactory to the Trustee is given, the City, at the expense of the Owner, will execute, and the Trustee will thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the Trustee in connection therewith. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen will constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and are equally and proportionately entitled to the benefits of this Indenture with all other Bonds issued under this Indenture.

Notwithstanding any other provision of this Section 2.08, in lieu of delivering a new Bond for which principal has become due for a Bond which has been mutilated, lost, destroyed or stolen, the Trustee may make payment of such Bond in accordance with its terms upon receipt of indemnity satisfactory to the Trustee.

ARTICLE III

DEPOSIT AND APPLICATION OF PROCEEDS OF BONDS

SECTION 3.01. *Issuance of Bonds*. Upon the execution and delivery of this Indenture, the City shall execute and deliver Bonds in the aggregate principal amount of $_____ to the Trustee and the Trustee shall authenticate and deliver the Bonds to the Initial Owner upon receipt of a Request of the City therefor.

SECTION 3.02. *Deposit and Application of Proceeds*. Upon receipt of the proceeds of the Bonds on the Closing Date in the amount of $_____, the Trustee shall deposit the proceeds into a special fund to be held by the Trustee and known as the Bond Proceeds Account which the Trustee shall establish and hold in trust hereunder, to be applied as follows:

(a) The Trustee shall deposit the amount of $_____ in the Costs of Issuance Fund.

(b) The Trustee shall apply the amount of $_____, constituting the remainder of the proceeds of sale of the Bonds, to the PERS Prepayment Fund.

After making the foregoing transfers, the Trustee shall close the Bond Proceeds Account.

SECTION 3.03. *Costs of Issuance Fund*. There is hereby established a separate fund to be known as the "Costs of Issuance Fund," to be held by the Trustee. The Trustee shall disburse moneys in the Costs of Issuance Fund from time to time to pay Costs of Issuance upon submission of a Request of the City stating (a) the person to whom payment is to be made, (b) the amounts to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Costs of Issuance Fund, and (e) that such amounts have not been the subject of a prior Request of the City;

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

in each case together with a statement or invoice for each amount requested thereunder. On the date that is six months after the Closing Date, the Trustee shall transfer any amounts remaining in the Costs of Issuance Fund to the Debt Service Fund.

SECTION 3.04. PERS Prepayment Fund. There is hereby established a separate fund to be known as the "PERS Prepayment Fund," to be held by the Trustee. The Trustee shall disburse $_____, constituting all the funds deposited into the PERS Prepayment Fund on the Closing Date, to PERS via wire transfer(s) on June 23, 2022, in accordance with a Request of the City. Such wire transfer(s) shall be made in full satisfaction of the amount calculated by PERS and provided to the City as a pay-off for the portion of the City's outstanding obligation owed to PERS under the PERS Contracts that is being refunded with the Bonds. Until disbursed, all amounts held in the PERS Prepayment Fund shall be separately accounted for and held, as an irrevocable escrow, for the payment to be made to PERS and used for no other purpose.

SECTION 3.05. *Validity of Bonds*. The validity of the authorization and issuance of the Bonds is not dependent upon the expenditure of the proceeds thereof to pay PERS Obligations, or upon the performance by any person of its obligation with respect to the PERS Obligations.

ARTICLE IV

SECURITY OF BONDS; FLOW OF FUNDS; INVESTMENTS

SECTION 4.01. *Security of Bonds; Equal Security*. The obligations of the City under the Bonds, including the obligation to make all payments of principal of and interest on the Bonds when due and the obligation of the City to make the deposits required hereunder for the security of the Bonds, are obligations of the City imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. Principal, interest, and redemption premiums (if any) on the Bonds shall be secured by a lien on, and security interest in, the funds and accounts provided for in this Article IV.

The City agrees to pay from any legally available source of revenues of the City, including amounts on deposit in the General Fund of the City, all amounts due and owing with respect to Bonds issued under this Indenture, including principal and interest thereon and the redemption price thereof.

The Bonds do not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation. Neither the Bonds nor the obligations of the City to make payments on the Bonds constitute an indebtedness of the City, the State of California, or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

In consideration of the acceptance of the Bonds by those who hold the same from time to time, this Indenture constitutes a contract between the City and the Owners from time to time of the Bonds, and the covenants and agreements herein set forth to be performed on behalf of the City are for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

SECTION 4.02. *Debt Service Fund; Transfer of Amounts to Trustee*. There is hereby established a separate fund to be known as the "Debt Service Fund" which shall be held by the Trustee in trust for the benefit of the Bond Owners. The Trustee will hold the Debt Service Fund for the uses and purposes set forth herein, so long as any of the Bonds remain Outstanding. The City will transfer an amount of legally available funds to the Trustee in the following amounts at the following times, for deposit by the Trustee in the following respective special accounts within the Debt Service Fund, which accounts are hereby established with the Trustee with respect to the Bonds, in the following order of priority:

(a) Interest Account. On or before the 5th Business Day preceding each date on which interest on the Bonds is due and payable, the City will transfer to the Trustee for deposit in the Interest Account an amount which, when added to the amount then on deposit in the Interest Account, equals the aggregate amount of the interest coming due and payable on the Outstanding Bonds on that date. The Trustee will apply amounts in the Interest Account solely for the purpose of paying the interest on the Bonds when due and payable.

(b) Principal Account. On or before the 5th Business Day preceding each date on which principal of the Bonds is due and payable at maturity or upon mandatory sinking fund redemption, the City will transfer to the Trustee for deposit in the Principal Account an amount which, when added to the amount then on deposit in the Principal Account, equals the amount of principal coming due and payable on that date on the Outstanding Bonds, including the principal amount of the Term Bonds which are subject to mandatory sinking fund redemption on that date under Section 2.03(b). The Trustee will apply amounts in the Principal Account solely for the purpose of paying the principal of the Bonds at the maturity thereof and the principal of the Term Bonds upon the mandatory sinking fund redemption thereof.

SECTION 4.03. *Investment of Moneys in Funds*. The Trustee shall invest moneys in the funds and accounts established and held by it hereunder in Permitted Investments specified in the Request of the City (which Request will be deemed to include a certification that the specified investment is a Permitted Investment) delivered to the Trustee at least two Business Days in advance of the making of such investments. In the absence of any direction from the City concerning the investment of amounts held by the Trustee hereunder, the Trustee shall invest any such amounts solely in Permitted Investments described in subsection (c) of the definition thereof. The City shall ensure that all Permitted Investments mature not later than the date on which the funds invested therein are required to be expended.

Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. Whenever in this Indenture the City is required to transfer any moneys to the Trustee, such transfer may be accomplished by transferring a like amount of Permitted Investments. All interest or gain derived from the investment

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of amounts in any of the funds or accounts held by the Trustee hereunder will be retained in the respective fund or account from which such investment was made. For purposes of acquiring any investments hereunder, the Trustee may commingle funds held by it hereunder upon receipt by the Trustee of the Request of the City. The Trustee may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee shall incur no liability for losses arising from any investments made under this Section.

The Trustee shall provide the City with periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee hereunder.

ARTICLE V

OTHER COVENANTS OF THE CITY

SECTION 5.01. *Punctual Payment*. The City shall, from any legally available source of funds of the City, including amounts on deposit in the General Fund of the City, punctually pay or cause to be paid the principal, premium (if any) and interest to become due in respect of all the Bonds in strict conformity with the terms of this Indenture. The City shall faithfully observe and perform all of the conditions, covenants and requirements of this Indenture and all Supplemental Indentures.

SECTION 5.02. *Budget and Appropriation of Debt Service; Certification to Trustee.* The City covenants to take such action as may be necessary to include in each of its annual budgets the payments required to be made by the City under Section 4.02, and to make the necessary annual appropriations for all such payments. If any payment of Debt Service requires the adoption by the City of a supplemental budget or appropriation, the City will promptly adopt the same. The covenants on the part of the City herein contained constitute duties imposed by law, which have been validated by judgment of the Kings County Superior Court rendered on March 7, 2022 in *City of Hanford v. All Persons Interested, et al.*, Case No. 21C-0405, and it is the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Indenture agreed to be carried out and performed by the City.

SECTION 5.03. *Extension of Payment of Bonds*. The City may not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and if the maturity of any of the Bonds or the time of payment of any such

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claims for interest is extended, such Bonds or claims for interest are not entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Outstanding Bonds and of all claims for interest thereon which have not been so extended. Nothing in this Section limits the right of the City to issue bonds for the purpose of refunding any Outstanding Bonds, and such issuance does not constitute an extension of maturity of the Bonds.

SECTION 5.04. *Books and Accounts; Financial Statements; Additional Information.* The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City. Such books of record and accounts shall at all times during business hours be subject, upon prior written request, to the reasonable inspection of the Trustee (who has no duty to inspect) or the Owners of not less than 10% in aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

The City will cause to be prepared annually, within 270 days after the close of each Fiscal Year so long as any of the Bonds are Outstanding, complete audited financial statements with respect to such Fiscal Year, as of the end of such Fiscal Year. The City will furnish a copy of such statements, upon reasonable request, to the Trustee. The Trustee has no duty to review any such financial statement.

SECTION 5.05. *Ongoing Reporting by City*. The City shall provide the following items to the Initial Owner (and any subsequent Owner), in each case in an electronic format which is acceptable to the Owner:

(a) audited financial statements of the City pursuant to Section 5.04;

(b) annual/biennial budgets of the City, and all amendments thereto, no later than 30 days after the approval thereof;

(c) notice of any Material Litigation; and

(d) such additional information as the Owner shall reasonably request from time to time pursuant to written request to the City.

SECTION 5.06. *Protection of Security and Rights of Owners*. The City shall preserve and protect the security of the Bonds and the rights of the Owners. From and after the date of issuance of the Bonds, the City shall not contest the validity or enforceability of the Bonds or this Indenture.

SECTION 5.07. *Further Assurances*. The City shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Bond Owners the rights and benefits provided in this Indenture.

SECTION 5.08. *Role of Owner*. The City acknowledges and agrees that (i) the transaction contemplated by this Indenture is an arm's-length commercial transaction between the City and the Initial Owner (ii) the City will make its own determination regarding whether to enter into the proposed transaction and the terms thereof, and will consult with and rely on the advice of its own financial, accounting, tax, legal and other

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advisors; (iii) the Initial Owner is acting solely for its own Bond account in connection with the proposed transaction, and is not acting as a municipal advisor, financial advisor, agent or fiduciary to the City or any other person or entity (including to any municipal advisor or placement agent engaged by the City) and the City, its municipal advisor and placement agent are free to retain the services of such advisors (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) as it deems necessary or appropriate; (iv) the Initial Owner has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto, (v) neither the Initial Owner nor any of its affiliates is acting as a broker, dealer, underwriter or placement agent with respect the transactions contemplated hereby; (vi) the only obligations the Initial Owner has to the City with respect to the transaction contemplated hereby expressly are set forth in this Indenture; (vii) the Initial Owner is not recommending that the City take an action with respect to the transactions contemplated by this Indenture and before taking any action with respect to the contemplated transactions the City has discussed the information contained herein and consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate; and (viii). If City would like a municipal advisor in this transaction that has legal fiduciary duties to it, the City is free to engage a municipal advisor to serve in that capacity.

SECTION 5.09. *Other Representations and Warranties of the City*. The City makes the following representations and warranties as of the Closing Date for the benefit of the Owners:

(a) Accuracy of Information. All information, reports and other papers and data furnished by the City to the Initial Owner were, at the time the same were so furnished, complete and accurate in all material respects and insofar as necessary to give the Initial Owner a true and accurate knowledge of the subject matter and were provided in expectation of the Initial Owner's reliance thereon in entering into the transactions contemplated by this Indenture. No fact is known to the City which has had or, so far as the City can now reasonably foresee, may in the future have a material adverse effect on the City, which has not been set forth in the financial statements previously furnished to the Initial Owner or in other such information, reports, papers and data or otherwise disclosed in writing to the Initial Owner prior to the Closing Date. Any financial, budget and other projections furnished to the Initial Owner by the City or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the City's best estimate of its future financial performance.

(b) Environmental Laws. In the ordinary course of its business, the City conducts an ongoing review of Environmental Laws on the business, operations and the condition of its property, in the course of which it identifies and evaluates associated liabilities and costs (including, but not limited to, any capital or operating expenditures required for clean-up or closure of properties currently or previously owned or operated, any capital or operating expenditures required to achieve or maintain compliance with environmental protection standards imposed by law or as a condition of any license, permit or contract, any related constraints on operating activities, including any periodic or permanent shutdown of any facility or reduction in the level of or change in the nature of operations conducted thereat and any actual or potential liabilities to third parties,

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including employees, and any related costs and expenses). On the basis of such review, the City does not believe that Environmental Laws are likely to have a Material Adverse Effect.

(c) No Sovereign Immunity. The City is not entitled to claim immunity on the grounds of sovereignty or other similar grounds (including, without limitation, governmental immunity) with respect to itself or its revenues (irrespective of their use or intended use) from (i) any action, suit or other proceeding arising under or relating to this Indenture, (ii) relief by way of injunction, order for specific performance or writ of mandamus or for recovery of property or (iii) execution or enforcement of any judgment to which it or its revenues might otherwise be made subject in any action, suit or proceeding relating to this Indenture, and no such immunity (whether or not claimed) may be attributed to the City or its revenues.

(d) Anti-Corruption Laws. The City and its respective officers and directors and to the knowledge of the City, its employees and agents, are in compliance with Anti-Corruption Laws in all material respects. None of (i) the City, any of its directors or officers or employees, or (ii) to the knowledge of the City, any agent of the City that will act in any capacity in connection with or benefit from the transaction contemplated by this Indenture, is a sanctioned person (as defined in the Anti-Corruption Laws). The transaction contemplated by this Indenture does not violate Anti-Corruption Laws.

(e) Compliance with Laws, Etc. The City is in compliance with its investment policy and all laws applicable to the City, non-compliance with which could reasonably be expected to have a Material Adverse Effect.

ARTICLE VI

THE TRUSTEE

SECTION 6.01. *Duties, Immunities and Liabilities of Trustee*.

(a) The Trustee shall, prior to the occurrence of an Event of Default, and after the curing or waiving of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or duties will be read into this Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a reasonable corporate trustee would exercise or use.

(b) The City may remove the Trustee at any time, and shall remove the Trustee (i) if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or (ii) if at any time (A) the Trustee ceases to be eligible in accordance with subsection (e) of this Section 6.01, (B) becomes incapable of acting, (C) is adjudged a bankrupt or insolvent, (D) a receiver of the Trustee or its property is appointed, or (E) any public officer takes control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation. The City may accomplish such removal by giving 30 days

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written notice to the Trustee, whereupon the City will appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the City, and by giving notice of such resignation by first class mail, postage prepaid, to the Bond Owners at their respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the City will promptly appoint a successor Trustee by an instrument in writing.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee becomes effective upon acceptance of appointment by the successor Trustee. If no successor Trustee has been appointed and accepted appointment within 45 days following giving notice of removal or notice of resignation as aforesaid, the resigning Trustee, at the expense of the City, or any Owner (on behalf of such Owner and all other Owners) may petition any federal or state court for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the City and to its predecessor Trustee a written acceptance thereof, and to the predecessor Trustee an instrument indemnifying the predecessor Trustee for any costs or claims arising during the time the successor Trustee serves as Trustee hereunder, and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless, upon the receipt by the predecessor Trustee of the Request of the City or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the City will execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the City will mail or cause the successor Trustee to mail, by first class mail postage prepaid, a notice of the succession of such Trustee to the trusts hereunder to each rating agency which then maintains a rating on the Bonds and to the Owners at the addresses shown on the Registration Books. If the City fails to mail such notice within 15 days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the City.

(e) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall (i) be a company or bank having trust powers, (ii) have a corporate trust office in the State of California, (iii) have (or be part of a bank holding company system whose bank holding company has) a combined capital and surplus of at least $50,000,000, and (iv) be subject to supervision or examination by federal or state authority.

If such bank or company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to,

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then for the purpose of this subsection the combined capital and surplus of such bank or company is deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in subsection (c) of this Section.

SECTION 6.02. *Merger or Consolidation*. Any bank or company into which the Trustee may be merged or converted or with which either of them may be consolidated or any bank or company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank or company shall be eligible under subsection (e) of Section 6.01, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 6.03. *Liability of Trustee*.

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the City, and the Trustee assumes no responsibility for the correctness of the same, nor does it have any liability whatsoever therefor, nor does it make any representations as to the validity or sufficiency of this Indenture or of the Bonds nor does it incur any responsibility in respect thereof, other than as expressly stated herein. The Trustee is, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee is not liable for the acts of any agents of the Trustee selected by it with due care. The Trustee may become the Owner of Bonds with the same rights it would have if they were not Trustee and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding. The Trustee, either as principal or agent, may engage in or be entrusted in any financial or other transaction with the City.

(b) The Trustee is not liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners of a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(c) The Trustee is not liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture, except for actions arising from the negligence or willful misconduct of the Trustee. The permissive right of the Trustee to do things enumerated hereunder shall not be construed as a mandatory duty.

(d) The Trustee will not be deemed to have knowledge of any Event of Default hereunder unless and until a responsible officer of the Trustee has actual knowledge thereof, or unless and until a responsible officer of the Trustee has received written notice thereof at its Office. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms,

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conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of an Event of Default hereunder or thereunder. The Trustee shall not be responsible for the City's payment of principal and interest on the Bonds, the City's observance or performance of any other covenants, conditions or terms contained herein, or the validity or effectiveness of any collateral given to or held by it. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, the Trustee is not responsible for reviewing the contents of any financial statements furnished to the Trustee under Section 5.05 and may rely conclusively on the Certificate of the City accompanying such financial statements to establish the City's compliance with its financial covenants hereunder.

(e) No provision in this Indenture requires the Trustee to risk or expend its own funds or otherwise incur any financial liability hereunder. The Trustee is entitled to receive interest on any moneys advanced by it hereunder, at the maximum rate permitted by law.

(f) The Trustee may establish additional accounts or subaccounts of the funds established hereunder as the Trustee deems necessary or prudent in furtherance of its duties under this Indenture.

(g) The Trustee has no responsibility or liability whatsoever with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, nor shall the Trustee have any obligation to review any such material, and any such review by the Trustee will not be deemed to create any obligation, duty or liability on the part of the Trustee.

(h) Before taking any action under Article VIII hereof the Trustee may require indemnity satisfactory to the Trustee be furnished to it to hold the Trustee harmless from any expenses whatsoever and to protect it against any liability it may incur hereunder.

(i) The immunities extended to the Trustee also extend to its directors, officers, employees and agents.

(j) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

(k) The Trustee may execute any of the trusts or powers hereof and perform any of its duties through attorneys, agents and receivers and shall not be answerable for the conduct of the same if appointed by it with reasonable care.

(l) The Trustee will not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to any project refinanced with the proceeds of the Bonds, malicious mischief, condemnation, and

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unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

SECTION 6.04. *Right to Rely on Documents***.** The Trustee is protected in acting upon any notice, resolution, requisition, request, consent, order, certificate, report, opinion or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, including, without limitation, Bond Counsel or other counsel of or to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in accordance therewith.

The Trustee is not bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and such person's title thereto is established to the satisfaction of the Trustee.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the City, which shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Certificate, but in its discretion the Trustee may (but has no duty to), in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable. The Trustee may conclusively rely on any certificate or report of any Independent Accountant appointed by the City.

SECTION 6.05. *Preservation and Inspection of Documents*. The Trustee shall retain in its possession all documents received by it under the provisions of this Indenture, which are subject during normal business hours, and upon reasonable prior written notice, to the inspection of the City and any Owner, and their agents and representatives duly authorized in writing.

SECTION 6.06. *Compensation and Indemnification*. Absent any agreement to the contrary, the City shall pay to the Trustee from time to time compensation for all services rendered under this Indenture and also all expenses, charges, legal and consulting fees and other disbursements and those of its attorneys (including any allocated costs of internal counsel), agents and employees, incurred in and about the performance of its powers and duties under this Indenture.

The City further covenants to indemnify the Trustee and its officers, directors, agents and employees, against any loss, expense and liabilities, whether or not litigated, which it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability and of enforcing any remedies hereunder and under any related documents, but excluding any and all losses, expenses and liabilities which are due to the negligence or willful misconduct of the Trustee, its officers, directors, agents or employees. The obligations of the City under this Section 6.06 shall survive resignation or removal of the Trustee under this Indenture and payment of the Bonds and discharge of this Indenture.

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SECTION 6.07. *Accounting Records and Financial Statements*. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with industry standards, in which complete and accurate entries shall be made of all transactions made by it relating to the proceeds of the Bonds and all funds and accounts established and held by the Trustee under this Indenture. Such books of record and account shall be available for inspection by the City at reasonable hours, during regular business hours, with reasonable prior notice and under reasonable circumstances. The Trustee shall furnish to the City, at least semiannually, an accounting (which may be in the form of its customary statements) of all transactions relating to the proceeds of the Bonds and all funds and accounts held by the Trustee under this Indenture.

ARTICLE VII

MODIFICATION OR AMENDMENT OF THIS INDENTURE

SECTION 7.01. *Amendments Permitted*.

(a) Amendment With Bond Owner Consent. This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended by the City and the Trustee upon Request of the City at any time by the execution of a Supplemental Indenture, with the written consents of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 9.05. Any such Supplemental Indenture becomes effective upon the execution and delivery thereof by the parties thereto and upon consent of the requisite Bond Owners. No such modification or amendment may:

(i) extend the maturity of a Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal thereof, or interest thereon, or any premium payable on the redemption thereof, at the time and place and at the rate and in the currency provided therein, without the written consent of the Owner of that Bond; or

(ii) modify any of the rights or obligations of the Trustee without its written consent.

(b) Amendment Without Bond Owner Consent. This Indenture and the rights and obligations of the City and of the Owners of the Bonds may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners of the Bonds, for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City contained in this Indenture, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the City;

(ii) to provide additional security for the Bonds; or

(iii) to cure any ambiguity, or to cure, correct or supplement any defective provision contained in this Indenture, or in any other respect

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whatsoever as the City deems necessary or desirable, provided under any circumstances that such modifications or amendments do not materially adversely affect the interests of the Owners in the opinion of Bond Counsel filed with the City and the Trustee.

SECTION 7.02. *Effect of Supplemental Indenture*. From and after the time any Supplemental Indenture becomes effective under this Article VII, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 7.03. *Endorsement or Replacement of Bonds After Amendment*. After the effective date of any amendment or modification hereof under this Article VII, the City may determine that any or all of the Bonds shall bear a notation, by endorsement in form approved by the City, as to such amendment or modification and in that case upon demand of the City the Owners of such Bonds shall present such Bonds for that purpose at the Office of the Trustee, and thereupon a suitable notation as to such action shall be made on such Bonds. In lieu of such notation, the City may determine that new Bonds shall be prepared and executed in exchange for any or all of the Bonds and in that case upon demand of the City the Owners of the Bonds shall present such Bonds for exchange at the Office of the Trustee without cost to such Owners.

SECTION 7.04. *Amendment by Mutual Consent*. The provisions of this Article VII do not prevent any Owner from accepting any amendment as to the particular Bond held by such Owner.

SECTION 7.05. *Trustee's Reliance*. The Trustee may conclusively rely, and is protected in relying, upon a Certificate of the City and an opinion of counsel stating that all requirements of this Indenture relating to the amendment or modification hereof have been satisfied and that such amendments or modifications do not materially adversely affect the interests of the Bond Owners.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.01. *Events of Default*. Each of the following events constitutes an Event of Default hereunder:

(a) Failure to pay any installment of the principal of any Bonds when due, whether at maturity as therein expressed, by proceedings for redemption, by acceleration, or otherwise.

(b) Failure to pay any installment of interest on the Bonds when due.

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(c) Failure by the City to observe and perform any representation or of the other covenants, agreements or conditions on its part contained in this Indenture or in the Bonds, if such failure has continued for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, has been given to the City by the Trustee; *provided, however*, if in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30-day period, such failure will not constitute an Event of Default if corrective action is instituted by the City and thereafter diligently and in good faith cures the failure in a reasonable period of time; provided, further, however, that such corrective action shall be completed within 60 days after such written notice.

(d) The City commences a voluntary case under Title 11 of the United States Code or any substitute or successor statute.

SECTION 8.02. *Remedies on Default*. If an Event of Default occurs under Section 8.01 and is continuing, the Trustee may, and at the written direction of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding the Trustee must, (a) declare the principal of the Bonds, together with the accrued interest thereon, to be due and payable immediately, and upon any such declaration the same will become immediately due and payable, anything in this Indenture or in the Bonds to the contrary notwithstanding, and (b) subject to the provisions of Sections 8.07 and 8.09, exercise any other remedies available to the Trustee and the Bond Owners in law or at equity to enforce the rights of the Bond Owners under this Indenture. Without limiting the generality of the foregoing, the Trustee shall have the right by mandamus, suit, action or proceeding, to compel the City and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Indenture and in the Bonds, and to require the carrying out of any or all such covenants and agreements of the City and the fulfillment of all duties imposed upon it. From and after the occurrence of an Event of Default, the Default Rate shall be applicable.

This provision, however, is subject to the condition that if, at any time after the principal of the Bonds has been so declared due and payable, and before any judgment or decree for the payment of the moneys due has been obtained or entered, the City deposits with the Trustee a sum sufficient to pay all principal on the Bonds matured prior to such declaration and all matured installments of interest (if any) upon all the Bonds, with interest on such overdue installments of principal and interest at an interest rate equal to the highest rate borne by the Outstanding Bonds, and the reasonable fees and expenses of the Trustee, including fees and expenses of its attorneys, and any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) has been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate has been made therefor, then, and in every such case, the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the City and to the Trustee, may, on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

SECTION 8.03. *Notice of Event of Default*. Immediately upon becoming aware of the occurrence of an Event of Default, but in no event later than five Business Days following becoming aware of such occurrence, the Trustee shall give notice of such Event of Default to the City by telephone confirmed in writing. Such notice must also state whether the principal of the Bonds has been declared to be or have immediately become due and payable as provided in Section 8.02(a). With respect to any Event of Default described in Section 8.01(a) or (b), the Trustee shall, and with respect to any Event of Default described in Section 8.01(c) the Trustee in its sole discretion may, also give such notice to the Bond Owners in the same manner as provided herein for notices of redemption of the Bonds, which must include the statement that interest on the Bonds will cease to accrue from and after the date, if any, on which the Trustee declares the Bonds to become due and payable under Section 8.02 (but only to the extent that principal and any accrued, but unpaid, interest on the Bonds is actually paid on such date).

SECTION 8.04. *Application of Funds Upon Event of Default*. All of the sums in the funds and accounts established and held by the Trustee hereunder upon the occurrence of an Event of Default, and all sums thereafter received by the Trustee hereunder, shall be applied by the Trustee as follows and in the following order:

(a) *First*, to the payment of any fees, costs and expenses incurred by the Trustee to protect the interests of the Owners of the Bonds; payment of the fees, costs and expenses of the Trustee (including fees and expenses of its counsel, including any allocated costs of internal counsel) incurred in and about the performance of its powers and duties under this Indenture and the payment of all fees, costs and expenses owing to the Trustee under Section 6.06, together with interest on all such amounts advanced by the Trustee at the maximum rate permitted by law.

(b) *Second*, to the payment of the whole amount then owing and unpaid upon the Bonds for interest and principal, with interest on such overdue amounts at the respective rates of interest borne by those Bonds, and in case such moneys are insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such interest, principal and interest on overdue amounts without preference or priority among such interest, principal and interest on overdue amounts ratably to the aggregate of such interest, principal and interest on overdue amounts.

SECTION 8.05. *Power of Trustee to Control Proceedings*. If the Trustee, upon the happening of an Event of Default, takes any action, by judicial proceedings or otherwise, in the performance of its duties hereunder, whether upon its own discretion, with the consent or upon the request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, it has full power, in the exercise of its discretion for the best interests of the Owners of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action. The Trustee may not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in principal amount of the Outstanding Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

SECTION 8.06. *Limitation on Owners' Right to Sue*. No Owner of a Bond has the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless:

(a) said Owner has previously given to the Trustee written notice of the occurrence of an Event of Default;

(b) the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding have requested the Trustee in writing to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name;

(c) said Owners have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and

(d) the Trustee has failed to comply with such request for a period of 60 days after such written request has been received by, and said tender of indemnity has been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder; it being understood and intended that no one or more Owners has any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

The right of any Owner of any Bond to receive payment of the principal of and premium, if any, and interest on such Bond as herein provided, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

SECTION 8.07. *Non-waiver*. Nothing in this Article VIII or in any other provision of this Indenture or in the Bonds, affects or impairs the obligation of the City, which is absolute and unconditional, to pay from any source of legally available funds of the City, the principal of and interest and redemption premium (if any) on the Bonds to the Bond Owners when due and payable as herein provided, or affects or impairs the right of action, which is also absolute and unconditional, of the Bond Owners to institute suit to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Owner does not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of the Bond Owner or any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owners by the Bond Law or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Bond Owners.

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

If a suit, action or proceeding to enforce any right or exercise any remedy is abandoned or determined adversely to the Bond Owners, the City and the Bond Owners will be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

SECTION 8.08. *Actions by Trustee as Attorney-in-Fact*. Any suit, action or proceeding which any Owner has the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners similarly situated and the Trustee is hereby appointed (and the successive respective Owners by taking and holding the Bonds shall be conclusively deemed so to have appointed it) the true and lawful attorney-in-fact of the respective Owners for the purpose of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact, subject to the provisions of Article VI. Notwithstanding the foregoing provisions of this Section 8.08, the Trustee has no duty to enforce any such right or remedy unless it has been indemnified to its satisfaction for any additional fees, charges and expenses of the Trustee related thereto, including without limitation, fees and charges of its attorneys and advisors.

SECTION 8.09. *Remedies Not Exclusive*. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Bond Law or any other law.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits Limited to Parties*. Nothing in this Indenture, expressed or implied, gives any person other than the City, the Trustee and the Owners, any right, remedy, claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the City are for the sole and exclusive benefit of the Trustee and the Owners.

SECTION 9.02. *Successor is Deemed Included in All References to Predecessor*. Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee binds and inures to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 9.03. *Defeasance of Bonds*. If the City pays and discharges the entire indebtedness on any Bonds in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and interest on such Bonds, as and when the same become due and payable;

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(b) by irrevocably depositing with the Trustee or an escrow bank, in trust, at or before maturity, an amount of cash which, together with the available amounts then on deposit in the funds and accounts established under this Indenture, in the opinion or report of an Independent Accountant is fully sufficient to pay such Bonds, including all principal, interest and redemption premium, if any;

(c) by irrevocably depositing with the Trustee or an escrow bank, in trust, Federal Securities in such amount as an Independent Accountant determines will, together with the interest to accrue thereon and available moneys then on deposit in any of the funds and accounts established under this Indenture, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premium, if any) at or before maturity; or

(d) by purchasing such Bonds prior to maturity and tendering such Bonds to the Trustee for cancellation;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption has been duly given or provision satisfactory to the Trustee has been made for the giving of such notice, then, at the election of the City, and notwithstanding that any such Bonds have not been surrendered for payment, all obligations of the Trustee and the City under this Indenture with respect to such Bonds shall cease and terminate, except only:

(a) the obligation of the Trustee to transfer and exchange Bonds hereunder,

(b) the obligation of the City to pay or cause to be paid to the Owners of such Bonds, from the amounts so deposited with the Trustee, all sums due thereon, and

(c) the obligations of the City to compensate and indemnify the Trustee under Section 6.06.

The City must file notice of such election with the Trustee. The Trustee shall pay any funds thereafter held by it, which are not required for said purpose, to the City.

In the case of a defeasance or payment of all of the Bonds Outstanding in accordance with this Section 9.03, the Trustee shall pay all amounts held by it in any funds or accounts hereunder, which are not required for said purpose or for payment of amounts due the Trustee under Section 6.06, to the City.

SECTION 9.04. *Execution of Documents and Proof of Ownership by Owners*. Any request, consent, declaration or other instrument which this Indenture may require or permit to be executed by any Owner may be in one or more instruments of similar tenor, and shall be executed by such Owner in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, consent, declaration or other instrument, or

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

The ownership of Bonds and the amount, maturity, number and date of ownership thereof are conclusively proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Bond binds all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

SECTION 9.05. *Disqualified Bonds*. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the City shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. The Trustee will not be deemed to have knowledge that any Bond is owned or held by the City unless the Trustee has received written notice to that effect.

SECTION 9.06. *Waiver of Personal Liability*. No member, officer, agent or employee of the City is individually or personally liable for the payment of the principal of or interest or any premium on the Bonds. However, nothing contained herein relieves any such member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.07. *Destruction of Canceled Bonds*. Whenever in this Indenture provision is made for the surrender to the City of any Bonds which have been paid or canceled under the provisions of this Indenture, a certificate of destruction duly executed by the Trustee shall be deemed to be the equivalent of the surrender of such canceled Bonds and the City is entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to. The City will pay all costs of any microfilming of Bonds to be destroyed.

SECTION 9.08. *Notices*. All written notices under this Indenture shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice is effective either (a) upon actual receipt after deposit in the United States mail, postage prepaid, or (b) in any other case, upon actual receipt. The City or the Trustee may, by written notice to the other parties, from time to time modify the address to which communications are given hereunder.

If to the City: City of Hanford
315-321 North Douty Street
Hanford, CA 93230
Attention: Finance Director

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If to the Trustee: U.S. Bank Trust Company, National Association
_____
_____, _____
Attention: _____

If to the Initial Owner: Umpqua Bank
_____
_____, _____
Attention: _____

SECTION 9.09. *Partial Invalidity*. If any Section, paragraph, sentence, clause or phrase of this Indenture is for any reason held illegal, invalid or unenforceable, such holding will not affect the validity of the remaining portions of this Indenture. The City and the Trustee hereby declare that they would have entered into this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid or unenforceable.

SECTION 9.10. *Unclaimed Moneys*. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or premium (if any) on or principal of the Bonds which remains unclaimed for two years after the date when the payments of such interest, premium and principal have become payable, if such money was held by the Trustee at such date, or for two years after the date of deposit of such money if deposited with the Trustee after the date when the interest and premium (if any) on and principal of such Bonds have become payable, shall be repaid by the Trustee to the City as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the City for the payment of the principal of and interest and redemption premium (if any) on such Bonds.

SECTION 9.11. *Execution in Counterparts and Electronic Signing*. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture and signature pages for all purposes. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Indenture or any document to be signed in connection with this Indenture shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

SECTION 9.12. *Governing Law*. This Indenture shall be construed and governed in accordance with the laws of the State of California.

Section 9.13 *Force Majeure*. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation,

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strikes, work stoppages, pandemics, public emergencies, quarantine restrictions, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, or, as a result of the foregoing, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 9.14. *U.S.A. Patriot Act*. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A.

Section 9.15. *Waiver of Sovereign Immunity*. To the extent permitted by law, the City hereby expressly waives, and agrees not to claim, any sovereign immunity in any suits or judicial proceedings related to or arising out of this Indenture.

Section 9.16. *Waiver of Jury Trial* .

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE CITY AND THE OWNERS IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE CITY FURTHER AGREES THAT, IN THE EVENT OF LITIGATION, IT WILL NOT PERSONALLY OR THROUGH ITS AGENTS OR ATTORNEYS SEEK TO REPUDIATE THE VALIDITY OF THIS SECTION 9.16, AND IT ACKNOWLEDGES THAT IT FREELY AND VOLUNTARILY AGREED TO WAIVE TRIAL BY JURY IN ORDER TO INDUCE THE INITIAL OWNER TO PURCHASE THE BOND.

(b) To the extent the foregoing waiver of a jury trial is unenforceable under applicable California law, the parties agree to refer, for a complete and final adjudication, any and all issues of fact or law involved in any litigation or proceeding (including all discovery and law and motion matters, pretrial motions, trial matter and post-trial motions up to and including final judgment), brought to resolve any dispute (whether based on contract, tort or otherwise) between the parties hereto arising out of, in connection with or otherwise related or incidental to this Indenture to a judicial referee who shall be appointed under a general reference pursuant to California Code of Civil Procedure Section 638, which referee's decision will stand as the decision of the court. Such judgment will be entered on the referee's statement of judgment in the same manner as if the action had been tried by the court. The parties shall select a single neutral referee, who shall be a retired state or federal judge with at least five years of judicial experience in civil matters; provided that the event the parties cannot agree upon a referee, the referee will be appointed by the court. The fees and expense of any referee appointed in such action or proceeding shall be borne by the party who does not prevail, as determined by the referee.

Section 11.16. Additional Rights of Initial Owner. The following provisions shall apply so long as the Initial Owner owns all of the Bonds:

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

(a) Notwithstanding any other provision of this Indenture, the Initial Owner shall have the right to consent to the appointment of a successor Trustee appointed by the City after the resignation or removal of the Trustee, subject to the requirements of Section 6.01.

(b) Notwithstanding any other provision of this Indenture, the Initial Owner shall have the right to consent to any amendment to this Indenture.

(c) The City shall inform the Initial Owner promptly upon the occurrence of an Event of Default.

(d) The Initial Owner is hereby expressly made a third-party beneficiary of this Indenture.

(e) The City shall pay or reimburse the Initial Owner for any and all reasonable charges, fees, costs and expenses that the Initial Owner may pay or incur in connection with the following: (i) the administration, enforcement, defense, or preservation of any rights or security hereunder; (ii) the pursuit of any remedies hereunder, or otherwise afforded by law or equity; (iii) any amendment, waiver, or other action with respect to or related to this Indenture whether or not executed or completed; or (iv) any litigation or other dispute in connection with this Indenture.

[Signature Page Follows]

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IN WITNESS WHEREOF, the CITY OF HANFORD has caused this Indenture to be signed in its name by its City Manager and attested to by its City Clerk, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

CITY OF HANFORD

By _____
City Manager

Attest:

_____
City Clerk

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, *as Trustee*

By _____
Authorized Officer

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

APPENDIX A

DEFINITIONS

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or its Subsidiaries from time to time concerning or relating to bribery or corruption.

"Anti-Terrorism Laws" means any of the Laws relating to terrorism or money laundering, including Executive Order No. 13224, the PATRIOT Act, the Laws comprising or implementing the Bank Secrecy Act, and the Laws administered by OFAC.

"Authorizing Resolution" means, collectively, the resolutions adopted by the City Council of the City authorizing the issuance of the Bonds, being Resolution 21-55-R adopted on December 7, 2021, and Resolution 22-__-R adopted on May 17, 2022.

"Bank Secrecy Act" means the Bank Secrecy Act of 1970 as codified in 31 U.S.C. 5311-5314e, as now and hereafter in effect, or any successor statute.

"Bond" or "Bonds" means the City of Hanford 2022 Taxable Pension Obligation Bonds issued by the City under the Bond Law, the Authorizing Resolution and this Indenture.

"Bond Counsel" means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys appointed by or acceptable to the City of nationally-recognized experience in the issuance of obligations issued by public agencies.

"Bond Law" means the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code, as in effect on the Closing Date or as thereafter amended.

"Bond Year" means any twelve-month period beginning on June 2 in any year and extending to the next succeeding June 1, both dates inclusive; except that the first Bond Year begins on the Closing Date and ends on June 1, 2022.

"Business Day" means a day of the year (other than a Saturday or Sunday) on which banks in California are not required or permitted to be closed, and on which the New York Stock Exchange is open.

"Certificate of the City" means a certificate in writing signed by the Mayor, City Manager or Finance Director of the City, or any other officer of the City duly authorized by the City for that purpose.

"City" means the City of Hanford, a municipal corporation organized and existing under the laws of the State of California.

"Closing Date" means the date on which the Bonds are delivered by the City to the Initial Owner, being May 23, 2022.

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"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the City relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to: printing expenses; filing and recording fees; initial fees, expenses and charges of the Trustee and its counsel, including the Trustee's first annual administrative fee; fees, charges and disbursements of attorneys, financial advisors, accounting firms, consultants and other professionals, including attorneys for the Initial Owner; fees of the California Debt Investment Advisory Commission, and any other cost, charge or fee in connection with the original issuance of the Bonds.

"Debt Service Fund" means the fund by that name established and held by the Trustee under Section 4.02.

"Default Rate" means the interest rate then in effect on the Bonds, plus 3.00%.

"Environmental Laws" means any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or to emissions, discharges or releases of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes or the clean-up or other remediation thereof.

"Event of Default" means any of the events described in Section 8.01.

"Federal Securities" means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

"Fiscal Year" means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve-month period selected and designated by the City as its official fiscal year period under a Certificate of the City filed with the Trustee.

"Governmental Authority" means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

"Indenture" means this Indenture of Trust between the City and the Trustee, as amended or supplemented from time to time under any Supplemental Indenture entered into under the provisions hereof.

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"Independent Accountant" means any accountant or firm of such accountants duly licensed or registered or entitled to practice and practicing as such under the laws of the State of California, appointed by or acceptable to the City, and who, or each of whom: (a) is in fact independent and not under domination of the City; (b) does not have any substantial interest, direct or indirect, with the City; and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Initial Owner" means Umpqua Bank, and, if the context requires, its successors and assigns.

"Interest Account" means the account by that name established and held by the Trustee under Section 4.02(a).

"Interest Payment Date" means December 1, 2022, and each June 1 and December 1 thereafter so long as any of the Bonds remain unpaid.

"Law" means any treaty or any federal, regional, state and local law, statute, rule, ordinance, regulation, code, license, authorization, decision, injunction, interpretation, policy, guideline, supervisory standard, order or decree of any court or other Governmental Authority.

"Material Adverse Effect" means an event or occurrence which adversely affects in a material manner (a) the City's general fund, (b) the ability of the City to carry out its operations in the manner conducted as of the date of this Indenture or to meet or perform its obligations under this Indenture on a timely basis, or (c) the validity or enforceability of this Indenture.

"Material Litigation" means any action, suit, proceeding, inquiry or investigation against the City in any court or before any arbitrator of any kind or before or by any Governmental Authority, of which the City has notice or knowledge and which, (i) if determined adversely to the City, may have a Material Adverse Effect, (ii) seeks to restrain or enjoin any of the transactions contemplated hereby, or (iii) may adversely affect (A) the exemption of interest with respect to the interest payments for state income tax purposes or (B) the ability of the City to perform its obligations under this Indenture.

"OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control, and any successor thereto.

"OFAC Lists" means, collectively, the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to Executive Order No. 13224 and/or any other list of terrorists or other restricted persons maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable executive orders.

"Office" means, with respect to the Trustee, the corporate trust office of the Trustee at the address set forth in Section 9.08, or at such other or additional offices as may be specified by the Trustee in writing to the City.

"Outstanding", when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 9.05) all Bonds except: (a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Bonds paid or

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

deemed to have been paid within the meaning of Section 9.03; and (c) Bonds in lieu of or in substitution for which other Bonds have been authorized, executed, issued and delivered by the City hereunder.

"Owner" means, with respect to any Bond, the person in whose name the ownership of such Bond is registered on the Registration Books. Initially, the Owner is the Initial Owner.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

(a) Federal Securities;

(b) Federal Housing Administration debentures.

(c) The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

(i) Federal Home Loan Mortgage Corporation participation certificates (excluding stripped mortgage securities which are purchased at prices exceeding their principal amounts) or senior debt obligations;

(ii) Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) consolidated system-wide bonds and notes;

(iii) Federal Home Loan Banks consolidated debt obligations; and

(iv) Federal National Mortgage Association senior debt obligations or mortgage-backed securities (excluding stripped mortgage securities which are purchased at prices exceeding their principal amounts);

(d) Unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 30 days) of any bank, including the Trustee or its affiliates, the short-term obligations of which are rated "A-1" or better by S&P and "Prime-1" or better by Moody's at the time of initial investment.

(e) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks, including the Trustee or its affiliates, which have capital and surplus of at least $15 million.

(f) Commercial paper (having original maturities of not more than 270 days) rated "A-1+" by S&P and "Prime-1" by Moody's.

(g) Money market funds rated "AAm" or "AAm-G" by S&P, or better, including funds for which the Trustee or its affiliates or subsidiaries provide investment or other advisory services.

(h) "State Obligations", which means:

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

(i) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated "A3" by Moody's and "A" by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated;

(ii) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (i) above and rated "A-1+" by S&P and "Prime-1" by Moody's; and

(iii) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (i) above and rated "AA" or better by S&P and "Aa" or better by Moody's.

(i) Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

(i) the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(ii) the municipal obligations are secured by cash or Federal Securities described in clause (a) of the definition thereof ("United States Treasury Obligations") which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(iii) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");

(iv) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

(v) no substitution of a United States Treasury Obligations shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

(vi) the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

(j) Investment agreements with a domestic or foreign bank or corporation the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA-" by S&P or "Aa3" by Moody's at the time of initial investment.

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

(k) The Local Agency Investment Fund which is administered by the California Treasurer for the investment of funds belonging to local agencies within the State of California.

"PERS" means the Public Employees' Retirement System.

"PERS Contracts" means the contracts, as amended from time to time, entered into by the City and PERS pursuant to the Retirement Law obligating the City to make contributions to PERS in exchange for PERS providing retirement benefits to certain City employees.

"PERS Obligations" means the obligation of the City under the Retirement Law and the PERS Contracts to make payments to PERS with respect to benefits accruing to City employees who are PERS members, including retired public safety employees and retired miscellaneous employees.

"Principal Account" means the account by that name established and held by the Trustee under Section 4.02(b).

"Record Date" means, with respect to any Interest Payment Date, the close of business on the 1st calendar day of the month preceding such Interest Payment Date, whether or not such 1st calendar day is a Business Day.

"Registration Books" means the records maintained by the Trustee under Section 2.07 for the registration and transfer of ownership of the Bonds.

"Request of the City" means a request in writing signed by the Mayor, City Manager or Finance Director of the City, or any other officer of the City duly authorized by the City for that purpose.

"Supplemental Indenture" means any indenture, agreement or other instrument which amends, supplements or modifies this Indenture and which has been duly entered into between the City and the Trustee; but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"Trustee" means U.S. Bank Trust Company, National Association, as trustee hereunder, or any successor thereto appointed as trustee hereunder in accordance with the provisions of Article VI.

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

APPENDIX B

FORM OF BOND

No. _____ ***$_____***

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF KINGS

CITY OF HANFORD

2022 TAXABLE PENSION OBLIGATION BOND

RATE OF INTEREST:	MATURITY DATE:	ORIGINAL ISSUE DATE:
4.390%	June 1, 2039	May 23, 2022

REGISTERED OWNER: UMPQUA BANK, AND ITS SUCCESSORS AND ASSIGNS

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS

The CITY OF HANFORD, a municipal corporation duly organized and existing under the laws of the State of California (the "City"), for value received, hereby promises to pay to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Rate of Interest identified above in like lawful money from the date hereof, which date shall be the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the first calendar day of the month in which such Interest Payment Date occurs (a "Record Date"), in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or before November 15, 2022, in which event it shall bear interest from the Original Issue Date identified above; *provided, however*, that if, at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or made available for payment), payable semiannually on December 1 and June 1 in each year, commencing December 1, 2022 (the "Interest Payment Dates") until payment of such Principal Amount in full.

The Principal Amount hereof is payable upon presentation hereof at the corporate office of U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), in Los Angeles, California, or such other place as designated by the Trustee. Interest hereon is payable by check of the Trustee mailed by first class mail on each Interest Payment Date to the Registered Owner hereof at the address of such Registered Owner as it appears on the registration books of the Trustee as of the preceding Record Date; provided that at the written request of the owner of at least $1,000,000 aggregate principal amount of

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Bonds which written request is on file with the Trustee prior to the Record Date immediately preceding any Interest Payment Date, interest on such Bonds shall be paid on such Interest Payment Date by wire transfer to such account within the United States of America as shall be specified in such written request.

Notwithstanding anything herein to the contrary, so long as the Bonds are owned by the Initial Owner: (i) the Trustee shall pay principal of and interest and premium on, if any, on the Bonds when due by wire transfer in immediately available funds to the Initial Owner in accordance with such wire transfer instructions as shall be filed by the Initial Owner with the Trustee from time to time; (ii) for so long as the Bonds shall be held by the Initial Owner and any subsequent Owner as a single Bond, presentation and surrender of such Bond shall not be required for payment thereof, provided that principal which is payable at maturity or earlier redemption in full shall be made only upon presentation and surrender at the Office of the Trustee; and (iii) the Trustee shall not be required to give notice to the Initial Owner of the mandatory sinking fund payments described hereunder.

This Bond is the duly authorized issue of bonds of the City designated as the "City of Hanford 2022 Taxable Pension Obligation Bonds" (the "Bonds") of an aggregate principal amount of $_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities or interest rates) and all issued under the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code (the "Bond Law") and under an Indenture of Trust, dated as of May 1, 2022, between the City and the Trustee (the "Indenture"). The Bonds have been authorized to be issued by the City under resolutions adopted by the City Council of the City on December 7, 2021 and May 17, 2022 (together, the "Authorizing Resolution"). Reference is hereby made to the Indenture (copies of which are on file at the office of the City) and all supplements thereto and to the Bond Law for a description of the terms on which the Bonds are issued, and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the City thereunder, to all of the provisions of which the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the City to refinance obligations of the City owing to the Public Employees Retirement System of the State of California, and to pay costs of issuance of the Bonds. This Bond and the interest hereon and all other parity obligations and the interest thereon (to the extent set forth in the Indenture) are payable from any source of legally available funds of the City.

The rights and obligations of the City and the owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall permit a change in the terms of maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the rate of interest thereon without the consent of the owner of such Bond, or shall reduce the percentages of the owners required to effect any such modification or amendment.

[Insert Redemption Provisions, once Final]

If an Event of Default occurs under and as defined in the Indenture, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, and the Default Rate shall be applicable, but such

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at said corporate trust office of the Trustee in Los Angeles, California, or such other place as designated by the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The City and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the City and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the laws of the State of California and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond is not entitled to any benefit under the Indenture and is not valid or obligatory for any purpose until the certificate of authentication hereon endorsed has been signed by the Trustee.

IN WITNESS WHEREOF, the CITY OF HANFORD has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its City Manager and to be attested to by the facsimile signature of its City Clerk, all as of the Original Issue Date specified above.

CITY OF HANFORD

By _____
City Manager

Attest:

_____
City Clerk

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Dated:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____ whose address and social security or other tax identifying number is _____, the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____
Note: Signature(s) must be guaranteed by an eligible guarantor institution.

_____
Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Attachment: Indenture (Hanford POBs), 5[4] (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

Attachment: Hanford 2022 POBs - Good Faith Estimates 220513 (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation

SB 450 GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by NHA Advisors, LLC, the City's Municipal Advisor (the "Municipal Advisor").

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is $30,945,000.00 (the "Estimated Principal Amounts").

True Interest Cost of the Bonds. The Municipal Advisor has informed the City that, assuming that the respective Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 4.3898545%.

Finance Charge of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), including the Placement Agent's fee, is $205,000.00.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the City for sale of the Bonds, less the finance charge of the Bonds, as estimated above, is $30,740,000.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the Bonds, including the finance charge for the Bonds, as described above, calculated to the final maturity of the Bonds, is $44,110,288.07.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of the estimates. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the respective Estimated Principal Amounts, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing

plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the City based on various factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

Attachment: Hanford 2022 POBs - Good Faith Estimates 220513 (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation

PLACEMENT AGENT AGREEMENT

May 1, 2022

City of Hanford
315 N. Douty Street
Hanford, CA 93230
Attention: Chris Tavarez, Finance Director

The undersigned, Oppenheimer & Co. Inc. (the "Placement Agent"), offers to enter into the following agreement (this "Agreement") with the City of Hanford (the "Issuer"), which, upon acceptance by the Issuer, will be binding upon the Issuer and the Placement Agent.

The Issuer acknowledges and agrees that (i) the placement of the 2022 Taxable Pension Obligation Bonds (the "Obligations") pursuant to this Placement Agent Agreement is an arm's-length commercial transaction between the Issuer and the Placement Agent, (ii) in connection therewith and with the discussion, undertakings and procedures leading up to the consummation of such transaction, the Placement Agent is not acting as a fiduciary of or a financial advisor to the Issuer, (iii) the Placement Agent has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to (a) the offering of the Obligations or the process leading thereto (whether or not the Placement Agent has advised or is currently advising the Issuer on other matters) or (b) any other obligation to the Issuer except the obligations expressly set forth in this Placement Agent Agreement, and (iv) the Issuer has consulted with its own legal and other professional advisors to the extent it deemed appropriate in connection with the offering of the Obligations.

The Obligations shall be issued under and pursuant to the Indenture of Trust, dated as of May 1, 2022 (the "Issuing Document"), by and between the Issuer and U.S. Bank Trust Company, National Association (the "Trustee").

Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Placement Agent and the Issuer hereby agree as follows:

1. Appointment of Placement Agent; Placement of Obligations; Closing.

(a) The Issuer hereby appoints the Placement Agent to act, and the Placement Agent hereby agrees to act, as the exclusive placement agent for the Issuer in connection with the private sale and issuance of its Obligations, and the Placement Agent hereby accepts such appointment. As compensation for its services hereunder, the Placement Agent shall charge a fee of $37,500. At the closing of any such sale, the Issuer shall pay or cause to be paid such fee to the Placement Agent by wire transfer or immediately available funds. The above fee does not include any services the Placement Agent may render in the future to the Issuer with respect to any offering or placement of municipal securities other than the Obligations.

(b) The Issuer understands that the Placement Agent will be acting as the agent of the Issuer in the offering and sale of the Obligations and agrees that, in connection therewith, the Placement Agent will use its "best efforts" to place the Obligations. The Placement Agent agrees that,

Attachment: Placement Agent Agreement (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

in furtherance of its obligations hereunder, it shall provide substantially accurate and complete information to potential purchasers of the Obligations to the extent that it is able.

(c) The Issuer expressly agrees that nothing in this Agreement evidences or creates any expressed or implied commitment by the Placement Agent to purchase or place any of the Obligations.

(d) On the closing date, the Issuer will cause to be delivered (a) a final approving opinion of Jones Hall, as Bond Counsel to the Issuer ("Bond Counsel"), dated the closing date, addressed to or with a reliance letter to the Placement Agent, in a form acceptable to the Placement Agent, to the effect that the Obligations constitute valid and legally binding obligations of the Issuer payable from and secured by an irrevocable pledge from any source of legally available funds as set forth in the Issuing Document, (b) one or more certificates in form and tenor satisfactory to the Placement Agent evidencing the proper execution and delivery of the Obligations and receipt of payment therefor, including statements of the Issuer, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Obligations, (c) a letter or certificate of the Purchaser, addressed to the Placement Agent, in form and content acceptable to the Placement Agent.

2. Reliance. The Issuer recognizes that, in providing services under this Agreement, the Placement Agent will rely upon and assume the accuracy and completeness of the financial, accounting, tax and other information discussed with or reviewed by the Placement Agent for such purpose, and the Placement Agent does not assume responsibility for the accuracy and completeness thereof. The Placement Agent will have no obligation to conduct any independent evaluation or appraisal of the assets or the liabilities of the Issuer or any other party or to advise or opine on related solvency issues. Nothing in this Agreement is intended to confer upon any other person (including creditors, employees or other constituencies of the Issuer) any rights or remedies hereunder or by reason hereof.

3. Termination. The Placement Agent's authorization to carry out its duties hereunder may be terminated by the Issuer or the Placement Agent at any time with or without cause, effective upon receipt of written notice to that effect by the other party. Notwithstanding the foregoing, in the event the Issuer terminates this Agreement and within twelve (12) months after the Issuer sells the Obligations to an investor identified by the Placement Agent prior to such termination, the amounts payable under Section 1(a) shall be immediately due and payable to the Placement Agent by the Issuer.

4. Notices. Any notice or other communication to be given to any of the parties to this Agreement may be given by delivering the same in writing as follows: to the Issuer at 315 N. Douty Street, Hanford, California 93230 Attention: Finance Director, and to the Placement Agent at 580 California Street, Suite 2300, San Francisco, California 94104, Attention: Municipal Capital Markets Group.

5. Survival of Representations, Warranties and Agreements. This Agreement is made solely for the benefit of the Issuer and the Placement Agent, and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and agreements of the Issuer contained in this Agreement shall remain operative and in full force and effect regardless of delivery of any payment for the Obligations.

6. Counterparts. The Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

7. Effectiveness. This Agreement shall become effective upon the execution of the acceptance hereof by duly authorized signatory of the Issuer, which acceptance hereof shall be indicated on the signature page hereof, and shall be valid and enforceable as of the time of such acceptance. This Agreement may be executed by facsimile transmission and in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Very truly yours,

OPPENHEIMER & CO. INC.

By:_____
Managing Director

CITY OF HANFORD

By: _____
Authorized Officer, Chris Tavarez Finance Director

Attachment: Placement Agent Agreement (CalPERS UAL Restructuring – Approval of 2022 Taxable Pension Obligation Bonds)

AGENDA
STAFF REPORT

MEETING DATE: 5/17/2022	**AGENDA SECTION:** C

SUBJECT:
Council: Adoption of Resolution 22-21-R, memorializing the City of Hanford's Formal Opposition to Measure F on the June 2022 Ballot of the County of Kings.

RECOMMENDATION:
That the City Council, by motion, adopt Resolution 22-21-R, memorializing the City of Hanford's Formal Opposition to Measure F on the June 2022 Ballot of the County of Kings.

BACKGROUND:
Like every jurisdiction in the state, the elected officials of the City of Hanford are charged with providing for the safety of its citizens and those who travel in and through the City. Council must make fiscally responsible decisions for the betterment of those they serve, which includes whether or not the City should support or oppose tax measures that directly impact City residents. Fiscal responsibility and wise spending are critical toward being responsible with taxpayer dollars. In light of these responsibilities, Council has an obligation to inform and make recommendations to their citizens on issues involving how their current and future tax dollars are spent.

The Kings County Firefighters Union, Local 3747 has put forth a Citizen Initiative sales tax measure increasing the sales tax charged throughout the County, including sales tax charged in the City, from 7.25% to 7.75%. All the funds from the 0.5% sales tax increase will go toward funding a single public agency, the Kings County Fire Department. The tax measure will result in nearly $9 million dollars in additional sales tax being paid by consumers in Hanford, but no other public safety agency in the county will receive financial support from this measure. No funding will go toward improving safety from the Hanford Police Department. No funding will go toward improving safety from the Hanford Police Dispatch Center. No funding will go to the Hanford Fire Department.

In the first year, just from sales within the City of Hanford alone, the revenues generated from this will equal nearly the equivalent to 1/3 the total general fund budget of the City of Hanford.

The revenues generated from this tax measure is estimated to be over $2 million more than the entirety of the Hanford Fire Department's budget. The full scope of this tax measure would more than double the operating budget of Kings County Fire Department. It is estimated that KCFD responds into the City to assist the fire department approximately 250 times per year. That equates to about $36,000 per call in projected tax revenue.

This tax measure does not establish trigger points to reduce funding when KCFD's needs are met and does not include a sunset to allow voters to reevaluate if a continued need exists.

The City Council should oppose the tax measure due to the facts contained in this staff report and the attached Resolution.

FISCAL IMPACT:
N/A

ATTACHMENTS:
Resolution 22-21-R Measure F

RESOLUTION NO. 22-21-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD OPPOSING MEASURE F ON THE JUNE 2022 BALLOT IN THE COUNTY OF KINGS.

At regular meeting of the City Council of the City of Hanford duly called and held on May 17, 2022, it was moved by Council Member_____, and seconded by Council Member _____, and carried that the following resolution be adopted:

WHEREAS, Measure F will INCREASE Hanford's Sales Tax rate by .5%; and,

WHEREAS, Measure F will cause consumers in Hanford to pay approximately $8,700,000.00 (8.7 million dollars) in additional sale tax each year; and,

WHEREAS, NO Measure F money will be allocated to the City of Hanford; and,

WHEREAS, NO Measure F money will be allocated to the Hanford Police/Fire Departments; and,

WHEREAS, Measure F funding, including the approximately $8,700,000.00 in extra sales tax paid by Hanford consumers, will all go to the Kings County Fire Department; and,

WHEREAS, Measure F has no sunset and will PERMANENTLY increase the taxes paid by Hanford consumers; and,

WHEREAS, Measure F taxes paid by Hanford consumers each year will exceed the current budget of the Hanford Fire Department; and,

WHEREAS, Measure F will not result in improved emergency police responses in the City of Hanford; and,

WHEREAS, Measure F is not supported by the Hanford Police and Fire Departments; and,

NOW, THEREFORE, BE IT RESOLVED that the Hanford City Council does hereby opposes Measure F for the foregoing reasons.

PASSED, ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Hanford held on May 17, 2022, by the following vote:

AYES:	Council Member	_____
NOES:	Council Member	_____
ABSTAIN:	Council Member	_____
ABSENT:	Council Member	_____

Attachment: Resolution 22-21-R Measure F (Council: Adopt Resolution 22-21-R to formally Oppose Measure F)

Kalish Morrow
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 17 day of May, 2022.

Date: _____

City Clerk

Attachment: Resolution 22-21-R Measure F (Council: Adopt Resolution 22-21-R to formally Oppose Measure F)

EXHIBIT A

Attachment: Resolution 22-21-R Measure F (Council: Adopt Resolution 22-21-R to formally Oppose Measure F)

AGENDA
STAFF REPORT

MEETING DATE: 5/17/2022	**AGENDA SECTION:**

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
6/18/20	Discussion of Courthouse improvements and financing options	Council Consensus	Brad Albert	Delayed pending additional building review
12/21/21	Review of City Ordinance related to property line setbacks for Patio structures and Driveway Awnings	Council Consensus	Tom Webb	6/21/2022
1/18/22	Discussion of options for New Business Incentives in the Downtown District	Council Consensus	Mario Cifuentez	6/7/2022
3/29/22	Discussion of Future Facility Space Needs and Funding Mechanisms	Council Consensus	Various Staff	6/21/2022
3/29/22	Discussion of the future use of Roundabouts and cost savings	Council Consensus	John Doyel	7/19/2022
3/29/2022	Discussion of the implementation of City Geographic Information System	Council Consensus	Various Staff	8/2/2022

Attachment: Council Future Agenda Items (Council: Future Agenda Items)