The City of Hanford

CALIFORNIA

City Council Meeting
Agenda

August 2, 2022
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

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

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

ROLL CALL BY THE CITY CLERK :

PUBLIC COMMENT:

Comments from the public are limited to items 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.*

STUDY SESSION :

Finance: Presentation and consideration of Draft City of Hanford Master Fee Schedule for Fiscal Year 2022-23.

CLOSED SESSION FOR DISSUSION OF THE FOLLOWING:

A. 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) and Service Employees International Union Local 521 (SEIU)

B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC 54956.9 (d)(2)):

Litigation threatened over development project site claim.

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

John Malogi

FLAG SALUTE:

CLOSED SESSION ACTION REPORT:

RECOGNITIONS/PROCLAMATIONS:

Introduction and Oath of Appointment
Deputy City Manager Jason Waters

COUNCIL 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:

This is the time for citizens to comment on subject matters 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. State law does not allow the Council to discuss or take action on issues not on the agenda, except that members of the Council or staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights (Gov. Code sec. 54954.2). 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: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Fredie Quair.

C. City Clerk: Approval of the Minutes of the March 15, 2022 Meeting

D. Administration: Approval of Memorandum of Understanding with the Hanford Police Officers Association (HPOA) with changes to be effective from July 1, 2022 through June 30, 2025.

E. Parks and Community Services: Agreement with Magic Ice Inc. for the rental of a 70' x 100' ice rink for the Winter Wonderland Event for $154,890.

F. Public Works: Approval of a Notice of Completion for the CDBG-Funded Lacey Basketball Courts Project and authorization for the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.

G. Police: Adoption of Resolution No. 22-35-R, authorizing the acceptance of an award of $54,133.00 in grant funding from the Department of Alcohol Beverage Control (ABC) for DUI enforcement and authorize the Police Chief to execute the Agreement.

H. Finance: Approval of a Master Lease Agreement with Enterprise Fleet Management for a vehicle replacement program and authorization for the City Manager to execute the agreement and auxiliary documents

I. Finance: Receive and File the City of Hanford's Quarterly Investment Portfolio and Transactions Reports

J. Finance: Approval of several Purchase Orders, over $50,000 each, for the general operation of the City of Hanford.

K. Finance: Adoption of the City of Hanford 2022-23 Investment Policy, Delegation of Investment Authority and Presentation of the Quarterly Report and Monthly Investment Transaction Report

GENERAL BUSINESS:

A. Public Works: Authorization to Award a contract to American Paving out of Fresno Ca, in the amount of $479,715.00, establish construction contingency of $47,971.50 and approve an additional appropriation of $142,700.00 from the ARPA Fund to fully fund The Police Department Parking Lot Expansion Project

B. City Attorney: Approval of the Density Bonus Regulatory Agreement for the Northstar Courts Project

C. City Attorney: Approval of the Amended and Restated City Manager Employment Agreement

COUNCIL COMMENTS AND COMMUNICATION:

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)

A. Council Future Agenda Items

Upcoming Events and Important Dates:

August 10: Public Safety Appreciation Luncheon – Civic Auditorium 12:00 pm – 2:00 pm (info@hanfordchamber.com)
August 12: Last day to file Nomination Papers with the City Clerk, **5:00 p.m. deadline**
August 16: Regular City Council Meeting
August 17: Last day to file Nomination Paper during the Extension Period, **5:00 p.m. deadline**

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: 8/2/2022	**AGENDA SECTION:**

SUBJECT:
Finance: Presentation and consideration of Draft City of Hanford Master Fee Schedule for Fiscal Year 2022-23.

RECOMMENDATION:
That the City Council review the Draft City of Hanford Master Fee Schedule for Fiscal Year (FY) 2022-23 and provide input and direction on proposed new fees, deletion of fees and increases/adjustments to existing fees. After Council input and with Council direction, this matter will be brought back to Council on August 16, 2022 for a Public Hearing and approval consideration.

BACKGROUND:
The previous Master Fee Schedule update for FY 2021-22 was accepted and approved by Resolution as of July 20, 2021. Annually the City Council is brought for review an updated Master Fee Schedule. At today's study session Council may make changes to the Draft and return for adoption of a Resolution on August 16th for a final FY 2022-23 Master Fee Schedule. Fees would take effect August 16, 2022 or 60 days for impact fees after the adoption which would be October 15, 2022.

All fees have been reviewed and as appropriate had a minimum cost of living adjustments, except for Impact Fees and Business Tax. City ordinances limit annual Impact Fee and Business Tax adjustments to specific California Consumer Price Indexes (CPI) or voter approved changes. Annual inflationary adjustments help the City cover costs and lessen the burden on the General Fund so that the Fund will be available to cover critical operations including Public Safety.

Generally, most adjustments to rates and fees are based on established annual indexes including the following:

- California Consumer Price Index (CCPI)
- Engineering News Record Construction Costs Index (ENRCCI)
- U.S. Consumer Price Index - Urban Consumers (CPI-U)

In addition to these indexes some rates and fees are also adjusted using other basis to determine fees. For example the following basis are also used in limited cases to adjust rates and fees:

- Cost of providing service
- Cost reimbursement
- Survey of fees from surrounding communities
- Special surcharges due to specific costs
- Subsidy by the General Fund
- Rounding

All City Departments have reviewed the rates and fees included for this Draft Fiscal Year 2022-23 Fee Schedule. Council may consider any changes or additions to the Schedule as it desires. A final version of the Fee Schedule will show only the final adopted fees and wording Council approves.

SUMMARY OF CHANGES:

Finance Department:

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
GENERAL		
Billing		
Building Rent- Late Fee	10%	Updated fee name
All other Billing- Late Fee	$10	Updated fee name (no longer specific to Airport)
UTILITIES		
Residential Deposit	$258 (Three times the determined average residential bill)	Fee increase
Fine/penalty for delinquent utility service charges	$35	Fee increase
~~Fee for Delinquent Utility Service Charges~~	~~10%~~	Delete fee
BUSINESS LICENSE		
~~Business License- Changes to current permit~~	~~$15~~	Delete fee
Past Due Business License		
Late Charge	$100 (Reduced to $50 if paid within 5 business days)	Fee decrease
~~Late Charge- after 30 days~~	~~25% on Cumulative Total~~	Delete fee
Hand-Delivered Delinquency Notice (30+ days)	$50	Updated fee name

Parks & Community Services Department:

Indoor Facility Fee Structure

FACILITY	ROOM	RESIDENT	NON-RESIDENT	COMMENT
Veterans/ Senior Center	Living Room	No charge		Delete fee
	Craft Room	No charge		Delete fee
Facility Host Fees (Applicable to Facilities listed above)	1-199 party size	$35 per Hour		Fee decrease- Non-resident decreased to match resident fee
	200-299 party size	$52 per Hour		Fee decrease- Non-resident decreased to match resident fee
	300-399 party size	$67 per Hour		Fee decrease- Non-resident decreased to match resident fee
	400-499 party size	$88 per Hour		Fee decrease- Non-resident decreased to match resident fee
	500 or larger	$110 per Hour		Fee decrease- Non-resident decreased to match resident fee
Deposit for Facilities	$250			Deposit for Facilities- Increased Longfield Center Resident fee and COE Park Hall Resident Fee to $250 Carousel Ride- No Change
Freddy the Fire Truck Ride	$3			Alcohol Permit- No change Freddy Fire Truck Ride- Fee increase

Outdoor Facility Fee Structure

FACILITY	ROOM	RESIDENT	NON-RESIDENT	COMMENT
City Parks	~~City Ball Parks~~	~~$10 per Hour or $100 per Day Maximum~~		Delete fee (use fees from City Ball Parks below)
City Plunge	Lifeguard Fee	Actual hourly plus 25%		Fee decrease- Non-resident decreased to match Resident fee

Fire Department:

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Compliance Engine Fee	$17	New fee

Police Department:

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
ALARM ORDINANCE		
Customer account must be current, otherwise fees for 4th-6th + false alarms apply		New fee- Charged when non-current
DOCUMENT COPIES		
Records Background Check (per Occurrence)	$30	Fee increase

Cannabis Fees:

FEE NAME/DESCRIPTION OF SERVICE	COMMENT
TAXES- PAY AT FINANCE DEPARTMENT	
Cultivation:	
Ten dollars ($10.00) annually per square foot of canopy space in a facility that uses exclusively artificial lighting	Fee increase per Res. 21-53-R
Seven dollars ($7.00) annually per square foot of canopy space in a facility that uses a combination of natural and artificial lighting	Fee increase per Res. 21-53-R
Four dollars ($4.00) annually per square foot of canopy space in a facility that uses no artificial lighting	Fee increase per Res. 21-53-R
Two dollars ($2.00) annually per square foot of canopy space for any nursery	Fee increase per Res. 21-53-R
Lab Testing:	
Two and one half percent (2.5%) of gross receipts.	Fee increase per Res. 21-53-R
Dispensary, Delivery Business or Microbusiness (retail sales activity):	
Six percent (6%) of gross receipts for both non-storefront and storefront.	Fee increase per Res. 21-53-R
Distribution:	
Three percent (3%) of gross receipts.	Fee increase per Res. 21-53-R
Manufacturing, Processing or Microbusiness (non-retail activity):	
Four percent (4%) of gross receipts.	Fee increase per Res. 21-53-R
Penalties:	
A penalty of equal to ten percent (10%) of the amount of tax, in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax at the rate of one percent per month. If the tax remains upnaid for an period exceeding one calendar month beyond the due date, an additional penalty equal to twenty-five percent (25%) of the amount of the tax, plus interest at the rate of one percent per month on the unpaid tax and on the unpaid penalties.	Existing fee per ordinance added

Community Development Department:

Planning Division- Many updates as shown in attached Draft Fee Schedule. All applicable fees increased by the United States Consumer Products Index- Urban for January 2022, 2021 and 2020 annual. Additionally, deposit requirements and administrative fees added on some fees.

Development Impact Fees:

Many updates as shown in attached Draft Fee Schedule. All fees increased to reflect Engineering News Record Construction Costs Index as of December 2021 annual.

Airport:

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Overnight Vehicle Parking inside Airport Perimeter	$4 per Night	Existing fee added

FISCAL IMPACT:
The proposed fee increases are set to recover the costs of services provided by the City.

ATTACHMENTS:
Resolution 22-34-R 07.20.22
Public Hearing Notice -Master Fee Sched 07.20.22
Master Fee Schedule FY22-23

RESOLUTION No. 22-34-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD ADOPTING A CITY OF HANFORD MASTER FEE SCHEDULE FOR FY 2022-23.

WHEREAS, the City Council of Hanford is empowered to impose reasonable fees, rates, and charges for municipal services, and thereby has adopted rates, charges and fees set forth in a Master Fee Schedule; and

WHEREAS, the City Council desires to amend previously adopted fee schedules and establish fees and charges for FY 2022-23 in a single Master Fee Schedule, effective August 16, 2022.

WHEREAS, all requirement of California Government Code Sections 66016, 66017, and 66018 are hereby found to have been complied with;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HANFORD DOES HEREBY RESOLVE AS FOLLOWS:

1. Master Fee Schedule Adoption. The following schedules of fees and charges are hereby directed to be computed and applied by the various City departments, and to be collected by the City Finance Department for the herein listed services when provided by the City or its designated contractors.
2. The fees and charge adjustments proposed herein comply with the adjustment requirements required by the authorizing ordinances
3. The fees and charges adjustments are statutorily exempt from the California Environmental Quality Act either as fees and charges related to ministerial projects or that meeting operating expenses, financial reserve needs, further capital projects for services, or the purchasing or leasing of supplies; and
4. The findings required by authorizing ordinances enumerated herein to adopt fees have been made as part of the respective original adopting resolutions of the Council.
5. All resolutions and other actions of the City Council in conflict with the contents of this Resolution are hereby repealed.
6. Effective Date. Unless otherwise indicated in the Master Fee schedule for FY 2022-23 document, these rates and fees go into effect on August 16, 2022. Impact fees shall not be effective until 60 days after the adoption thereof (October 15, 2022).

PASSED and ADOPTED by the City Council of the City of Hanford at a Council meeting duly held on this 16th day of August, 2022 by the following vote:

AYES:_____
NOES:_____
ABSENT:_____
ABSTAIN:_____

_____
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 special meeting of the City Council of the City of Hanford held on the 16th day of August, 2022.

Date: _____

_____
City Clerk

NOTICE OF PUBLIC HEARING

A public hearing will be held before the Hanford City Council on Tuesday, August 16, 2022, at 7:00 p.m., in the Hanford City Council Chambers, Civic Auditorium, 400 N. Douty Street, Hanford, California, pertaining to the following:

To adopt a City of Hanford Master Fee Schedule for FY 2022-23

A copy of the proposed Master Fee Schedule is available for inspection. Requests can be made by email to finance@cityofhanfordca.com.

All interested persons may appear to present testimony at the hearings. If you challenge any action or decision by the City Council regarding the subject of the public hearing described in this notice in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

If you have questions or are in need of a translator or special services, please call the City Clerk at (559) 585-2515 at least five (5) days prior to the meeting to make arrangements.

BY: Chris Tavarez
Finance Director, City of Hanford

PUBLISH: July 26, 2022

CITY OF HANFORD

MASTER FEE SCHEDULE FY 2022-23

Attachment: Master Fee Schedule FY22-23 (Finance: Presentation of the City of Hanford Master Fee Schedule for FY 2022-23)

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Attachment: Master Fee Schedule FY22-23 (Finance: Presentation of the City of Hanford Master Fee Schedule for FY 2022-23)

FINANCE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
GENERAL		
Transient Occupancy Tax	8% of Room Rent	No change
Returned Check Fee - First Occurrence	$25	No change
Returned Check Fee - Each Subsequent Occurrence	$35	No change
Submission to County Tax Roll - Each Item	$10	No change
Duplicate Invoice Request	$1.50	No change
Copies	$.10 per Page	No change
Billing		
Building Rent- Late Fee	10%	Updated fee name
All other Billing- Late Fee	$10	Updated fee name (no longer specific to Airport)
Payments via Credit Card	3.25% per Transaction	No change
PAYROLL - WAGE ATTACHMENTS		
Payroll Garnishments	$1.50 per Pay Period	No change
UTILITIES		
New Water Service/Installation of Meter for New Water Service (each)	$125 Admin and Inspection Fee plus applicable Development Impact Fees	No change
Residential Deposit	$258 (Three times the determined average residential bill)	Fee increase
Water Hydrant Deposit	$1,000	No change
Non-residential, Non-hydrant Deposit	Calculated Based on Account (Two times the average bill amount)	No change
Fine/penalty for delinquent utility service charges	$35	Fee increase
~~Fee for Delinquent Utility Service Charges~~	~~10%~~	Delete fee
Reconnection fee for Discontinued Water Service- Business Hours	$50	No change
Reconnection fee for Discontinued Water Service- Non-Business Hours	$150	No change
Fee for Missed Reconnection Appointment	$50	No change
Fee for Appeal of Utility Service Bill	$205 plus Deposit of Entire Bill Amount	No change
Monthly Fee for Payment Plan Processing, Review, and Administration	$13 per Month (Per month as long as payment agreement remains in effect)	No change
Unauthorized Reconnection of Water Service, Tampering, or Illegal Use of Water	$200 per Occurrence plus the Cost of Water Used	No change
Damaged Locks	$15	No change
Fee for Damage to the City Equipment and/or Improvements	Actual Cost Incurred by the City to Repair and Replace	No change
Fee for Fire Flow Tests	$470	No change
Fee for Backflow Administration and Inspection	$125	No change
Backflow Test and Repair if the Customer Fails to have its Device Tested and/or Repair in the Timeframe provided by the City	Cost of Testing and Repairs plus $125 Admin and Inspection Fee	No change

FINANCE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
BUSINESS LICENSE		
Any business located in the City must have a Certificate of Occupancy or Home Permit. Annual notices will be mailed to customers by January 1 and are due by January 31. For businesses located in the Improvement District, license fee is doubled. Businesses commencing at any time during the second half of an annual licensing period (July 1- December 31) shall pay 50% of the minimum annual Business License Tax.		
Business License Processing	$40	No change
Business License Processing - Lapsed 6 mos.or more	$15 (Current and past due amount to be paid in full)	No change
~~Business License- Changes to current permit~~	~~$15~~	Delete fee
Administrative Fee- Applies to Renewals	$10	No change
Duplicate Business License	$1.50	No change
Past Due Business License		
Late Charge	$100 (Reduced to $50 if paid within 5 business days)	Fee decrease
~~Late Charge- after 30 days~~	~~25% on Cumulative Total~~	Delete fee
Hand-Delivered Delinquency Notice (30+ days)	$50	Updated fee name
Failure to Display Current Business License	$50 for each Occurrence	No change
Specific Business Types:		
Advertising By Sound	$5 per Day	No change
Ambulatory Vehicles	$20 per Vehicle per Year	No change
Amusement Devices	$5 per Day per Device	No change
Animal Shows	$15 per Day	No change
Auctioneers	$60 per Year	No change
Auctioneers - Itinerant Vendor Temp Located in City	$50 per Day	No change
Bankrupt Sales	$100 per Month	No change
Billboard & Sign Companies	$60 per Year	No change
Bingo (Must apply Yearly)	$50 per Year	No change
Bowling Lanes	$10 per Lane per Year	No change
Building and Loan Associations	$100 per Year	No change
Cable Television	Fee based on franchise agreement	No change
Card Rooms and Tables	$525 Operator/$55 per Employee/$30 Transfer Fee	No change
Circuses and Carnivals	$25 per Day	No change

FINANCE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
BUSINESS LICENSE, CONTINUED		
Contractors		
General Contractors	$60 per Year	No change
Plumbing, Electrical, Roofing, Painting, Heating & Refrigeration, Plastering, Specialty Contractor	$40 per Year	No change
Convalescent Vehicles	$50 per Vehicle per Year	No change
Creameries	$200 per Year	No change
Delivery and Freight Companies	$30 per Truck per Year	No change
Finance Companies	$100 per Year	No change
Fire and Wreck Sales	$100 per Month	No change
Fortunetelling	$200 per Year	No change
Going out of Business and Related Sales (Permit Valid for 60 Days)	$25 Min plus $25 if inventory exceeds $5,000	No change
Hay, Grain and Feed Brokers	$60 per Year	No change
House Moving	$100 per Year	No change
Laundry Trucks	$30 per Truck per Year	No change
Lectures	$5 per Day	No change
Newspaper Publishing	$100 per Year	No change
Newspaper Distributing	$20 per each Type per Year	No change
Non-profit Business (Required to register)	No Charge	No change
Packinghouses	$150 per Year	No change
Parades	$25 per Day	No change
Parade Vendors	$50 per Cart per Day	No change
Pawnbrokers	$100 per Year	No change
Poolrooms or Billiards	$8 per Table per Year	No change
Peddlers/Mobile Vendors		
On Foot: Goods, Wares or Merchandise	$25 per Month	No change
Vehicle: Fruits and Vegetables	$60 per Year	No change
Vehicle: Baked Goods and Dairy Products	$30 per Year	No change
Vehicle: Wholesale	$30 per Month	No change
Professions: (Examples) Accountant, Appraiser, Architect, Attorney, Chemist, Chiropodist, Chiropractor, Dentist, Medical Lab, Engineer, Geologist, Optician, Optometrist, Osteopath, Physician, Surgeon, Tax Consultant or Radiologist	$60 per Professional per Year plus $8 per Assistant per Year	No change

FINANCE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
BUSINESS LICENSE, CONTINUED		
Shooting Galleries and Ranges	$50 per Month	No change
Skating Rinks	$48 per Year	No change
Soliciting (Limited to 1 month)	$30 per Month	No change
Taxicabs, Buses & Pedicabs	$20 per Vehicle per Year	No change
Thursday Night Market Vendors (May-Oct)	$40	No change
Title Companies	$100 per Year	No change
Transient Photographers	$200 per Year	No change
Theatrical and Entertainment Shows (Transient)	$12.50 for 1st day, $5 each Day After	No change
Veteran Owned Home Business Non-service based only. Required to register and provide copy of DD214. Subject to approval	No Charge	No change
Wholesale Business	50% deduction of Regular License Fee	No change

PARKS & COMMUNITY SERVICES DEPARTMENT

Indoor Facility Fee Structure

FACILITY	ROOM		RESIDENT	NON-RESIDENT	COMMENT
Civic Auditorium	Main Hall	Fri-Sat	$500	$1,000	No change
		Sun-Thurs	$275	$800	No change
	Kitchen		$100	$150	No change
	West Wing		$100	$150	No change
Civic Grounds	Rental Fee		$1,000		No change
	Restrooms		$75 per Day		No change
Veterans/ Senior Center	Main Hall		$150	$200	No change
	Kitchen		$50	$70	No change
	Meeting Room		$50	$75	Delete fees- Living Room and Craft Room (No charge)
COE Park Hall	Building		$35 per Hour		No change
Facility Host Fees (Applicable to Facilities listed above)	1-199 party size		$35 per Hour		Fee decrease- Non-resident decreased to match resident fee
	200-299 party size		$52 per Hour		Fee decrease- Non-resident decreased to match resident fee
	300-399 party size		$67 per Hour		Fee decrease- Non-resident decreased to match resident fee
	400-499 party size		$88 per Hour		Fee decrease- Non-resident decreased to match resident fee
	500 or larger		$110 per Hour		Fee decrease- Non-resident decreased to match resident fee
Longfield Center	Gym		$30 per Hour		No change
Deposit for Facilities	$250		Carousel Ride	$2	Deposit for Facilities- Increased Longfield Center Resident fee and COE Park Hall Resident Fee to $250 Carousel Ride- No Change
Alcohol Permit	$125		Freddy the Fire Truck Ride	$3	Alcohol Permit- No change Freddy Fire Truck Ride- Fee increase
Processing Fee	$20 for all transactions				No change
Insurance and Security Required for Rentals with Alcohol					

Attachment: Master Fee Schedule FY22-23 (Finance: Presentation of the City of Hanford Master Fee

PARKS & COMMUNITY SERVICES DEPARTMENT

Outdoor Facility Fee Structure

FACILITY	ROOM		RESIDENT	NON-RESIDENT	COMMENT
City Parks	Picnic Arbors		$45	$60	No change
	~~City Ball Parks~~		~~$10 per Hour or $100 per Day Maximum~~		Delete fee (use fees from City Ball Parks below)
	Alcohol Permit		$30		No change
	*Freedom and Lacey Park are excluded due to proximity of schools				
	Insurance and Security Required for Rentals with Alcohol				
City Plunge	Rental Fee		$40 per Hour	$55 per Hour	No change
	Lifeguard Fee		Actual hourly plus 25%		Fee decrease- Non-resident decreased to match Resident fee
	Picnic Shelter		$25 per Day	$30 per Day	No change
City Ball Parks	Field Fee	Adult	$100		No change
	Field Fee	Youth	$80		No change
	Staff Fees		$18 per Hour per each Employee		No change
	Field Preparation		$30 per Field per Day		No change
	Field Lights		$25 per Field per Hour		No change
	Trash Removal	Adult	$175		No change
Deposit for Facilities	$250		Tournament Deposit	$250	Deposit for Facilities- No change Tournament Deposit- No change
Processing Fee	$20 for all transactions				No change

Attachment: Master Fee Schedule FY22-23 (Finance: Presentation of the City of Hanford Master Fee

PARKS & COMMUNITY SERVICES DEPARTMENT

Longfield Center Gym Membership Fees

MEMBERSHIP TYPE	AGE: 19-59 ANNUAL	AGE: 19-59 PER MONTH	AGE: 60+ ANNUAL	AGE: 60+ PER MONTH	COMMENT
Annual	$100	$8.33	$75	$6.25	No change
Quarterly	$30	$10	$25	$8.33	No change
Monthly	$12	$12	$10	$10	No change
Day Pass	$5		$3		No change

* Rate is per person. No Start-Up Fee. Financial Aid available.

FIRE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Annual Permit	$105	No change
Bi-Annual Inspection	$105	No change
Annual Inspection	$105	No change
Biennial Inspection	$105	No change
Special Inspection	$105	No change
Misc. Inspection	$105	No change
Additional Inspection Requests	$105	No change
Plan Review	$105 plus 3rd Party Costs	No change
Inspection over 5,000 Sq. Ft	$105 plus $0.75 per sq ft over 5,000 sq. ft	No change
Tenting/Membrane Structure- Permit and Inspection	$105	No change
Device System Inspection	$105: 1-10 Devices/ $210: 10-20 Devices/ $315: 21-30 Devices/ $420: 31-40/ $10.50 each Device 40 +	No change
Transient Residential Occupancies Inspection	$105: Up to 20 Rooms/ $210: 21 Rooms +	No change
Multi-Family Dwellings Inspection	$105: 3-50 Units/ $210: 51-100 Units/ $315: 101 Units +	No change
Large Occupancy Inspections/ Care Facilities/ Schools/ Jails	$105: 1-10 Clients/ $210: 11-100 Clients/ $420: 100 Clients +	No change
Hospital Inspection	$210: Less than 100 Beds/ $420: More than 100 Beds +	No change
Fire Report	$10	No change
Fire Investigation Report	$10	No change
Miscellaneous Fire Prevention Permit	$105	No change
False Alarm	$105 per Alarm after 2nd Alarm in 1 Month	No change
False Alarm from Negligent Act	Equipment and Personnel Actual Costs	No change
Communications Fee to Alarm Company	$30	No change
Removal of Dwellings by Burning	$800 plus 3rd Party Costs	No change

FIRE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Stand-by for Public Utility Response	Equipment and Personnel Actual Costs	No change
Stand-by at Special Event	Equipment and Personnel Actual Costs	No change
DUI Response	Equipment and Personnel Actual Costs	No change
Confirmed Arson Fire Investigation	Equipment and Personnel Actual Costs	No change
Fire Suppression for Illegal Burning	Equipment and Personnel Actual Costs	No change
Neglectful Fire	Equipment and Personnel Actual Costs	No change
Hazardous Materials Spill	Equipment and Personnel Actual Costs	No change
Hydrant Repair/Replacement	Equipment and Personnel Actual Costs	No change
Hydrant Flow Test	Equipment and Personnel Actual Costs (1.25 Hours)	No change
Convalescent Van Inspection	$43	No change
Compliance Engine Fee	$17	New fee
VIOLATIONS AND FINES		
Minor	$50 per Offense and/or Response	No change
General	$200 per Offense and/or Response	No change
Health and Safety	$500 per Offense and/or Response	No change
Fireworks Ordinance Violation	$1,000 per Offense and/or Response	No change
EQUIPMENT RATES ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY CURRENT FEMA RATES CAN BE LOCATED AT: https://www.fema.gov/schedule-equipment-rates		

FIRE DEPARTMENT

INSPECTION CRITERIA	
New Construction/ Services can be Combined	**# of Inspections**
Commercial Sprinkler System	3
Fire Access Road Review	1
Fire Alarm Systems	1
Fire Department Connection (FDC)	3
Fire Protection Systems	1
Fire Pumps	3
Generator Test	3
Hood Systems	2
Hose Cabinet- Not Submitted with Plan	3
Private Water System	1
Single Family Residential Sprinkler System	3
Smoke Management System	2
Standpipe	3
Subdivision for Review	1
Tenant Improvement (Existing or Shell Building)	1
Underground Fire Systems	1
Carnival and Circus Facility	As Needed
Hydrant and System Flush	As Needed
Hydrant Flow Test	As Needed
Occupant Load Review	As Needed
Temporary Tents and Membrane Structures	As Needed

FIRE DEPARTMENT

Biannual Fire Prevention Inspections (Examples)
Hood Systems
Annual Fire Prevention Inspections (Examples)
Aircraft Refueling
Candle Device
Combustible Material Storage
Compressed Gas/Air
Education Facilities
Flammable/Combustible Liquid Storage
Hazardous Materials
High Hazard
High Pile Storage
Hose Cabinet
In-Rack Sprinkler Systems
Institutions
Liquified Petroleum Gas (LPG)
Mall- Covered
Motor Vehicle Dispensing Station
Multi-Family Dwellings
Oven- Industrial Baking
Place of Assembly
Production Facilities
Radioactive Materials
Refrigeration Equipment

FIRE DEPARTMENT

Annual Fire Prevention Inspections (Examples), continued
Repair Garages
Tents/Membrane Structure/ Air Supported Structures over 400 Sq Ft (each set up)
Tire Storage/ Tire Scrap Storage/ Tire Byproduct Storage
Woodworking Plant
Others Not Previously Identified or Added per Code
Biennial Fire Prevention Inspections (Examples)
Businesses- Not Otherwise Identified or Special Hazard
Factory- Not Otherwise Identified or Special Hazard
Low Hazardous- Not Otherwise Identified or Special Hazard
Mercantile- Not Otherwise Identified or Special Hazard
Storage- Not Otherwise Identified or Special Hazard
Others Not Previously Identified or Added per Code
Special Fire Prevention Inspections (Examples)
Live Audiences
Pyrotechnics and Special Events
Fireworks Booth
Candle Device
Others Not Previously Identified or Added per Code
Miscellaneous Fire Prevention Inspections (Examples)
Others Not Previously Identified or Added per Code
Operations Requiring Fire Prevention Inspections (Examples)
Fumigation or Thermal Insecticidal Fogging
Hot Works

FIRE DEPARTMENT

Operations Requiring Fire Prevention Inspections (Examples), continued
Roofing Kettle
Spraying or Dipping Operations
Others Not Previously Identified or Added per Code
Examples of Devices
Hood Systems
Smoke Management System
Others Not Previously Identified or Added per Code
Requires Annual Fire Operational Permits (Examples)
Aerosol Products
Aircraft Refueling
Candle Device
Cellulose Nitrate Film-Fire
Combustible Dust- Producing Operations
Combustible Fibers
Combustible Material Storage
Compressed Gas/Air
Cutting and Welding
Dry Cleaning
Exhibits and Trade Shows
Fire Hydrant Control Valves
Fireworks Booth
Fireworks Show
Flammable/Combustible Liquid Storage

FIRE DEPARTMENT

Requires Annual Fire Operational Permits (Examples), continued
Floor Finishing
Fruit and Crop Ripening
Fumigation or Thermal Insecticidal Fogging
Hazardous Materials
Hazardous Production Materials
Hot Works
Liquid or Gas-Fueled Vehicles or Equipment in Assembly Building
Liquified Petroleum Gas (LPG)
Live Audiences
Magnesium
Mall- Covered
Mobile Food Preparation Vehicles
Motor Vehicle Dispensing Station
Open Burning
Open Flames or Torches
Organic Coatings
Outdoor Assembly
Oven- Industrial Baking
Place of Assembly
Plant Extraction Systems
Production Facilities
Pyrotechnics and Special Effects
Pyroxylin Plastics

FIRE DEPARTMENT

Requires Annual Fire Operational Permits (Examples), continued
Radioactive Materials
Refrigeration Equipment
Repair Garages
Roofing Kettle
Rooftop Heliports
Sprinkler Installation
Spraying or Dipping Operations
Tents/Membrane/Air Supported Structures/Over 400 Sq Ft as per Code (each set up)
Tire Storage/ Tire Scrap Storage/ Tire Byproduct Storage
Tire Rebuilding Plants
Waste Handling
Woodworking Plant
Others Not Previously Identified or Added per Code

POLICE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
ALARM ORDINANCE		
Business Alarm Permit Registration	$30	No change
Residential Alarm Permit Registration	$20	No change
Business Alarm Permit Renewal	$15 per Year	No change
Residential Alarm Permit Renewal	$15 per Year	No change
First 3 False Alarm Calls per Calendar Year*	No Charge	No change
Customer account must be current, otherwise fees for 4th-6th + false alarms apply		New fee- Charged when non-current
4th Occurring False Alarm per Calendar Year	$50	No change
5th Occurring False Alarm per Calendar Year	$75	No change
6th + Occurring False Alarm per Calendar Year	$100	No change
Replace Permit or Validation Sticker	$100	No change
VEHICLE IMPOUND (Each Vehicle)		
Impound Vehicle Fee	$120	No change
Stored Vehicle under authority code 22651(p)VC	$90	No change
Repossession Fee	$25	No change
ANIMAL CONTROL		
Animal Pick Up Euthanasia	$150 per Pick Up	No change
Deceased Animal Pick Up	$50 per Pick Up plus Shelter Disposal Fee	No change
After Hours Animal Pickup	$150 per Pick Up	No change
Replacement Dog/Cat Tag	$10 per Tag	No change
Microchipping Charge	$20 per Microchip	No change
Home Quarantine Residence Check	$50 per Check	No change
Shelter Quarantine Delivery	$50 per Delivery plus Additional Fees Charged by Shelter	No change
Animal License Permit- 1 Year	$20	No change
Animal License Permit- 2 Year	$30	No change
Animal License Permit- 3 Year	$40	No change
Multi-Animal Permit- 1 Year	$50	No change
Multi-Animal Permit- 2 Year	$75	No change
Multi-Animal Permit- 3 Year	$100	No change
Breeder Permit	$500	No change

POLICE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
SMOKING ORDINANCE		
1st Violation by Person	$50 per Violation	No change
2nd Violation by Person	$100 per Violation	No change
3rd Violation by Person	$150 per Violation	No change
1st Violation by Owner	$100 per Violation	No change
2nd Violation by Owner	$200 per Violation	No change
3rd Violation by Owner	$500 per Violation	No change
PARKING ORDINANCE (Per Violation)		
Application of provisions (10.16.010)	$35 per Violation	No change
Parking in parkways (HMC 10.16.020)	$35 per Violation	No change
Parking vehicles more than 72 hours (HMC 10.16.030)	$35 per Violation	No change
Commercial vehicles-parking in residential (10.16.040)	$35 per Violation	No change
Parking vehicles for sale or repair (HMC 10.16.050)	$35 per Violation	No change
Parking not according to designated markings (HMC 10.16.060)	$35 per Violation	No change
Parking in violation of posted sign (HMC 10.16.070)	$35 per Violation	No change
Parking in violation of posted sign (HMC 10.16.080)	$35 per Violation	No change
Parking between 2 a.m. and 5 a.m. (HMC 10.16.090)	$35 per Violation	No change
Parking on private property & City lots (HMC 10.16.100)	$35 per Violation	No change
Parking in excess of time limits in City lots (HMC 10.16.110)	$35 per Violation	No change
Parking in excess of time limits – green curbs (HMC 10.16.120)	$35 per Violation	No change
Parking in posted no-parking area (HMC 10.16.130)	$35 per Violation	No change
Sales while parked near school grounds (HMC 10.16.140)	$35 per Violation	No change
Parking violations (HMC 10.16.150)	$35 per Violation	No change
Authority to Establish Loading Zones (HMC 10.20.010)	$35 per Violation	No change
Parking in violation of curb markings (HMC 10.20.020)	$35 per Violation	No change
Improper use of passenger loading zone (HMC 10.20.030)	$35 per Violation	No change
Improper use of loading zone (HMC 10.20.040)	$35 per Violation	No change
Improper use of alley (HMC 10.20.050)	$35 per Violation	No change
Improper use of bus zone (HMC 10.20.060)	$35 per Violation	No change
Wrong Way Parking (HMC 10.36.010)	$35 per Violation	No change
Improper use of sidewalk or parkway (HMC 10.44.010)	$35 per Violation	No change

POLICE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
PARKING ORDINANCE (Per Violation), CONTINUED		
Operating skates on street (HMC 10.64.030.A)	$35 per Violation	No change
Dangerous operation of skates (HMC 10.64.030.C)	$35 per Violation	No change
Operating skates near building entrance (HMC 10.64.030.D)	$35 per Violation	No change
Skate ramps on public rights-of-way (HMC 10.64.030.E)	$35 per Violation	No change
Towing skaters (HMC 10.64.030.F)	$100 per Violation	No change
Handicap Parking	$300 per Violation	No change
Night skating without reflectors (HMC 10.64.030.G)	$35 per Violation	No change
DOCUMENT COPIES		
Traffic Accident Report	$10 per Report	No change
Citation	$10 per Citation	No change
Other Agency Citation Sign Off (per Occurrence)	$15	No change
Records Background Check (per Occurrence)	$30	Fee increase
Reports - Single Sided/Copies (Evidence Code 1563)	$0.10 per Page	No change
Reports - Double Sided/Copies (Evidence Code 1563)	$0.20 per Page	No change
Civil Subpoena (Non Sworn) G.C. 68096.1 (b) Amended 1/1/2015	$275 per Subpoena/Day	No change
Civil Subpoena (Officers, Firefighters, State or Court Employee) G.C. 68097.2 (b)	$275 per Subpoena/Day	No change
Ticket Sign Off- Hanford PD	No Charge	No change
Ticket Sign Off- Other Agency	$15 per Sign Off	No change
Subpoena duces tecum	$15 per Subpoena/Day	No change
Non-Sufficient Funds Check	$40 per Incident	No change
FINGER PRINTING		
Finger Printing- Live Scan (Digital)	Cost Recovery plus $10 Rolling Fee	No change
Finger Printing- Hard Card	No Charge	No change
SPECIAL PERMITS		
Concealed Weapons Permit (Inc DOJ Fees)	$180	No change
Lost, Stolen, Damaged ID Card provided by Hanford PD	$20 per Card	No change
Lost ID Card provided by State	$50 per Card	No change
Concealed Weapons Permit Renewal (Inc DOJ Fees)	$110	No change
Enhanced CCW Card	$25 per Card	No change
Add Weapon to CCW (Inc DOJ Fees/not during renewal or application)	$25	No change

POLICE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
SPECIAL PERMITS, CONTINUED		
Taxi Permit	$75	No change
Taxi Permit Renewal	$25	No change
Massage Permit	$75	No change
OTHER		
U-Visa Application	$25	No change

CANNABIS DIVISION

FEE NAME/DESCRIPTION OF SERVICE		COMMENT
BUSINESS LICENSE- PAY AT FINANCE DEPARTMENT		
Business License	Will vary based on Gross Receipts	No change
APPLICATION FEE- PAY AT COMMUNITY DEVELOPMENT DEPARTMENT		
Preliminary Eligibility	$4,254	No change
Initial Ranking	$1,689	No change
Second Ranking	$2,241	No change
Final Recommendation to Council	$1,102	No change
Background Fee (Each Person)	$300	No change
Environmental Review	Actual Cost plus 10%	No change
Live Scan (Each Person)	$135	No change
Zoning Verification Letter	$135	No change
ANNUAL PERMIT FEE- PAY AT FINANCE DEPARTMENT		
Campus	$32,000	No change
Cultivation	$32,000	No change
Manufacturing	$32,000	No change
Distribution	$32,000	No change
Lab Testing	$15,000	No change
Dispensary	$32,000	No change
Microbusiness	$32,000	No change
TAXES- PAY AT FINANCE DEPARTMENT		
Cultivation:		
Ten dollars ($10.00) annually per square foot of canopy space in a facility that uses exclusively artificial lighting		Fee increase per Res. 21-53-R
Seven dollars ($7.00) annually per square foot of canopy space in a facility that uses a combination of natural and artificial lighting		Fee increase per Res. 21-53-R
Four dollars ($4.00) annually per square foot of canopy space in a facility that uses no artificial lighting		Fee increase per Res. 21-53-R
Two dollars ($2.00) annually per square foot of canopy space for any nursery		Fee increase per Res. 21-53-R
Lab Testing:		
Two and one half percent (2.5%) of gross receipts.		Fee increase per Res. 21-53-R
Dispensary, Delivery Business or Microbusiness (retail sales activity):		
Six percent (6%) of gross receipts for both non-storefront and storefront.		Fee increase per Res. 21-53-R
Distribution:		
Three percent (3%) of gross receipts.		Fee increase per Res. 21-53-R

CANNABIS DIVISION

FEE NAME/DESCRIPTION OF SERVICE		COMMENT
TAXES- PAY AT FINANCE DEPARTMENT, CONTINUED		
Manufacturing, Processing or Microbusiness (non-retail activity):		
Four percent (4%) of gross receipts.		Fee increase per Res. 21-53-R
Penalties:		
A penalty of equal to ten percent (10%) of the amount of tax, in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax at the rate of one percent per month. If the tax remains unpaid for an period exceeding one calendar month beyond the due date, an additional penalty equal to twenty-five percent (25%) of the amount of the tax, plus interest at the rate of one percent per month on the unpaid tax and on the unpaid penalties.		Existing fee per ordinance added
OTHER FEES- PAY AT POLICE DEPARTMENT		
Cannabis Employee Application Fee (HMC 5.56.070(C)(9))	$435	No change
Cannabis Employee Renewal Application (HMC 5.56.070E)	$100	No change
Work Permit Appeal (HMC5.56.150)	$100	No change
Lost, Stolen, Damaged Replacement ID Badge	$25 per Badge	No change
Cannabis Award Appeal	$5,000	No change
Fines 1st Offense (HMC 5.56.470(B))	$300 per Violation per Day	No change
Fines 2nd Offense (HMC 5.56.470(B))	$500 per Violation per Day	No change
Fines 3rd and Subsequent Offenses (HMC 5.56.470(B))	$1,000 per Violation per Day	No change
Other Appeals in (HMC 5.56)	$1,000 per Appeal	No change

COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING DIVISION

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
APPLICATION/PERMIT		
Administrative Use Permit	$550	Fee increase (USCP Index-Urban)
~~Agriculture Preserve~~ Williamson Act Permits		
Contract Cancellation	$6,700 deposit + actual cost + 10%	Fee increase (USCP Index-Urban), deposit requirement and 10% admin added
Disestablishment	$2,225	Fee increase (USCP Index-Urban)
New Contract	$550	Fee increase (USCP Index-Urban)
Notice of Full Non-renewal	$150	Fee increase (USCP Index-Urban)
Notice of Partial Non-renewal	$550	Fee increase (USCP Index-Urban)
Easement Exchange	Actual Cost + 10%	Fee increase, added 10% admin
Appeal	$1,100	Fee increase (USCP Index-Urban)
Conditional Use Permit (CUP)		
Amendment to an Approved CUP	$1,675	Fee increase (USCP Index-Urban)
Minor (existing structures)	$1,675	Fee increase (USCP Index-Urban)
Regular	$3,900	Fee increase (USCP Index-Urban)
Master CUP/Planned Unit Development	$7,450 deposit + actual cost + 10%	Fee increase (USCP Index-Urban), deposit requirement and 10% admin added
Development Agreement	$4,475 deposit + actual cost + 10%	Fee increase (USCP Index-Urban), deposit requirement and 10% admin added
Development Agreement Amendment	$1,675 deposit + actual cost + 10%	Fee increase (USCP Index-Urban), deposit requirement and 10% admin added
Finding of Consistency	$550	Fee increase (USCP Index-Urban)
General Plan Amendment	$10,625 deposit + actual cost + 10%	Fee increase (USCP Index-Urban), deposit requirement and 10% admin added
Historic Review	No Charge	No change
Historic Designation/Detachment of Site	$1,900	Fee increase (USCP Index-Urban)
Home Occupation	$125	Fee increase (USCP Index-Urban)
Mural Application	$150	No change
Ordinance Interpretation	$275	Fee increase (USCP Index-Urban)
Sidewalk Dining Permit	$75	No change
Sign ~~Application~~ Permit		
Non-illuminated	$150	No change
Illumuninated	$275	Fee increase (USCP Index-Urban)
Banner ~~Permit~~	$35	Updated fee name
Site Plan Review		
Initial Minor (Existing Buildings no Expansion or Addition of one Residential Unit)	$1,100	Fee increase (USCP Index-Urban)
Initial Major or Subdivision/Parcel Map	$3,350	Fee increase (USCP Index-Urban)
Resubmittal (First Resubmittal no Charge)	$825	Fee increase (USCP Index-Urban)
Specific Plan	$9,875 deposit + actual cost + 10%	Fee increase (USCP Index-Urban), deposit requirement and 10% admin added
Specific Plan Amendment	$4,925 deposit + actual cost + 10%	Fee increase (USCP Index-Urban), deposit requirement and 10% admin added
Time Extensions	$550	Fee increase (USCP Index-Urban)

COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING DIVISION

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
APPLICATION/PERMIT, CONTINUED		
Temporary Use Permit	$275	Fee increase (USCP Index-Urban)
Right-of-Way Abandonment	$5,250	Fee increase (USCP Index-Urban)
Variance	$3,900	Fee increase (USCP Index-Urban)
Variance - Minor Deviation	$1,100	Fee increase (USCP Index-Urban)
Variance - Signs	$3,350	Fee increase (USCP Index-Urban)
Variance - Single Family Parcel	$2,775	Fee increase (USCP Index-Urban)
Zone Change		
Pre-Zone	$4,350	Fee increase (USCP Index-Urban)
Rezone and Text Amendment	$8,725	Fee increase (USCP Index-Urban)
Zoning Verification Letter	$150	Fee increase (USCP Index-Urban)
SUBDIVISION OF LANDS		
Tentative Parcel Map	$5,075	Fee increase (USCP Index-Urban)
Final Parcel Map	$950	Fee increase (USCP Index-Urban)
Tentative Subdivision Map	$7,500	Fee increase (USCP Index-Urban)
Certificate of Compliance	$1,125	Fee increase (USCP Index-Urban)
Lot Line Adjustment	$1,675	Fee increase (USCP Index-Urban)
Minor Amendment to Previously Approved Map	$1,675	Fee increase (USCP Index-Urban)
ENVIRONMENTAL COMPLIANCE		
National Environmental Policy Act (Categorical Exclusion, EA, EIS)	Actual Cost + 10%	Updated fee name
California Environmental Quality Act*		
Notice of Exemption	$125	No change
~~Environmental Impact Report/Study Processing (Fee + Actual Cost of EIR Consultant)~~ Draft & Final Environmental Impact Report/Study Processing (Consultant prepared-City reviewed)	$5,000 + actual cost + 10%	Updated fee name, fee increase and 10% admin added
Initial Study/Negative Declaration (City Prepared)	$5,000 deposit + actual cost + 10%	Fee increase, 10% admin added
Draft Initial Study/Negative Declaration ~~Technical~~ (Consultant Prepared- City Reviewed)	$2,500 deposit + actual cost +10%	Updated fee name, fee increase and 10% admin added
*Additional fees as required, payable to Kings County (See Kings County Fees below)		
MISCELLANEOUS		
General Plan Text	$60	No change
Zoning Text	$60	No change
Copies (each)		

COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING DIVISION

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
MISCELLANEOUS, CONTINUED		
Black and White 8 1/2 x 11	$0.25	No change
Color (Letter and Legal Size)	$1.00	No change
Black and White 11 x 17	$0.35	No change
Color 11 x 17	$2.00	No change
Large Format Black and White	Cost	No change
Large Format Color	Cost	No change
Radius Map and Up to 50 Labels	$100	No change
CD of documents	$10	No change
Requests for Environmental Notices/ Public Hearing Notices Mailed (Must be Renewed Annually)	$125	Updated fee name
Special Service Fees/Inspections	Actual Cost + 10%	Fee increase, added 10% admin
ANNEXATION/REORGANIZATION		
City Annexation/Reorganization	$12,300 deposit + actual cost + 10%	Fee increase (USCP Index-Urban), deposit requirement and 10
County Fee (LAFCo)	Contact Kings County	
State Board of Equalization	Contact State Board of Equalization	
PARKING		
Parking In Lieu Fee	$4,475 per space	Fee increase (USCP Index-Urban)
Shared Parking Agreement	$1,100	Fee increase (USCP Index-Urban)

COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING DIVISION

The following applicable fees are not adopted by the City of Hanford. You must contact the agency for up to date fees.		
KINGS COUNTY		**COMMENT**
Filing Fee (all environmental documents)	In effect at the time	Added note
Notice of Determination ND/MND (Fish and Wildlife)	In effect at the time	Added note
Notice of Determination EIR (Fish and Wildlife)	In effect at the time	Added note
Impact Fees (Verify current Fees)	In effect at the time	Added note
LAFCo Fee ~~+ cost~~	In effect at the time + City actual cost + 10%	Update fee name, added fee note and 10% admin added
~~*LAFCo fee of $1,000 includes the Assessor's fee and Public Works fee and will need to cover total costs from the County based on time and materials. If less than $1,000, the difference will be refunded. If more than $1,000, applicant will pay the additional amount.~~		Delete note
STATE BOARD OF EQUALIZATION		
Size of Annexation	In effect at the time	Added note
Less than 1 acre	In effect at the time	Added note
1-5 acres	In effect at the time	Added note
6-10 acres	In effect at the time	Added note
11-20 acres	In effect at the time	Added note
21-50 acres	In effect at the time	Added note
51-100 acres	In effect at the time	Added note
101 to 500 acres	In effect at the time	Added note
501-1,000	In effect at the time	Added note
1,001-2,000 acres	In effect at the time	Added note
2,001 acres and above	In effect at the time	Added note
SCHOOL DISTRICT FEES		
Please contact the appropriate school district for school fees.	In effect at the time	Added note

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING DIVISION

PLAN CHECK & INSPECTION FEES								
		I-FR, II-FR		III 1-HR		IV, V-N		
OCCUPANCY TYPE	PROJECT SIZE THRESHOLD	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	COMMENT
"A" OCC-TENANT IMPROVEMENTS	500	$971	$0.4285	$809	$0.3571	$647	$0.2857	No change
	2,500	$1,828	$0.2179	$1,524	$0.1816	$1,219	$0.1453	No change
	5,000	$2,373	$0.0870	$1,978	$0.0725	$1,582	$0.0580	No change
	10,000	$2,808	$0.0578	$2,340	$0.0482	$1,872	$0.0385	No change
	25,000	$3,675	$0.0800	$3,063	$0.0673	$2,450	$0.0538	No change
	50,000	$5,694	$0.1139	$4,745	$0.0949	$3,796	$0.0759	No change
"B" OCC-TENANT IMPROVEMENTS	300	$646	$0.4944	$538	$0.4120	$431	$0.3296	No change
	1,500	$1,239	$0.2286	$1,033	$0.1905	$826	$0.1524	No change
	3,000	$1,582	$0.0923	$1,319	$0.0769	$1,055	$0.0615	No change
	6,000	$1,859	$0.0630	$1,549	$0.0525	$1,239	$0.0420	No change
	15,000	$2,426	$0.0842	$2,022	$0.0702	$1,618	$0.0562	No change
	30,000	$3,690	$0.1230	$3,075	$0.1025	$2,460	$0.0820	No change
"E" OCC-TENANT IMPROVEMENTS	100	$667	$1.7510	$556	$1.4592	$445	$1.1673	No change
	500	$1,368	$0.5304	$1,140	$0.4670	$912	$0.3736	No change
	1,000	$1,648	$0.2390	$1,373	$0.1991	$1,099	$0.1593	No change
	2,000	$1,887	$0.1840	$1,573	$0.1533	$1,258	$0.1227	No change
	5,000	$2,439	$0.2043	$2,033	$0.1703	$1,626	$0.1362	No change
	10,000	$3,461	$0.3461	$2,884	$0.2884	$2,307	$0.2307	No change
ALL "F" OCC	1,000	$2,560	$0.5769	$2,133	$0.4808	$1,707	$0.3846	No change
	5,000	$4,868	$0.2790	$4,056	$0.2325	$245	$0.1860	No change
	10,000	$6,263	$0.1121	$5,219	$0.0934	$4,175	$0.0747	No change
	20,000	$7,383	$0.0754	$6,153	$0.0628	$4,922	$0.0503	No change
	50,000	$9,645	$0.1032	$8,038	$0.0860	$6,430	$0.0688	No change
	100,000	$14,805	$0.1481	$12,338	$0.1234	$9,870	$0.0987	No change

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING DIVISION

PLAN CHECK & INSPECTION FEES								
OCCUPANCY TYPE	PROJECT SIZE THRESHOLD	I-FR, II-FR		III 1-HR		IV, V-N		
		BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	COMMENT
"H" OCC-TENANT IMPROVEMENTS	100	$667	$1.7510	$556	$1.4592	$445	$1.1673	No change
	500	$1,328	$0.5604	$1,140	$0.4670	$912	$0.3736	No change
	1,000	$1,648	$0.2390	$1,373	$0.1991	$1,099	$0.1593	No change
	2,000	$1,887	$0.1840	$1,573	$0.1533	$1,258	$0.1227	No change
	5,000	$2,439	$0.2043	$2,033	$0.1703	$1,626	$0.1362	No change
	10,000	$3,461	$0.3461	$2,884	$0.2884	$2,307	$0.2307	No change
"I" OCC-TENANT IMPROVEMENTS	1,000	$971	$0.2142	$809	$0.1785	$648	$0.1428	No change
	5,000	$1,828	$0.1091	$1,524	$0.0909	$1,219	$0.0727	No change
	10,000	$2,374	$0.0434	$1,978	$0.0362	$1,582	$0.0290	No change
	20,000	$2,808	$0.0288	$2,340	$0.0240	$1,872	$0.0192	No change
	50,000	$3,672	$0.0403	$3,060	$0.0336	$2,448	$0.0269	No change
	100,000	$5,688	$0.0569	$4,740	$0.0474	$3,792	$0.0379	No change
"M" OCC-TENANT IMPROVEMENTS	200	$739	$0.8755	$616	$0.7296	$493	$0.5837	No change
	1,000	$1,439	$0.3737	$1,199	$0.3114	$960	$0.2491	No change
	2,000	$1,813	$0.1526	$1,511	$0.1271	$1,209	$0.1017	No change
	4,000	$2,118	$0.1065	$1,765	$0.0888	$1,412	$0.0710	No change
	10,000	$2,757	$0.0138	$2,298	$0.1148	$1,838	$0.0918	No change
	20,000	$4,134	$0.2067	$3,445	$0.1723	$2,756	$0.1378	No change
"R-1/R-2" OCC-TENANT IMPROVEMENTS	80	$405	$1.0815	$338	$0.9012	$270	$0.7210	No change
	400	$751	$0.5933	$626	$0.4944	$501	$0.3955	No change
	800	$989	$0.2350	$824	$0.1958	$659	$0.1566	No change
	1,600	$1,177	$0.1525	$981	$0.1271	$785	$0.1017	No change
	4,000	$1,543	$0.2201	$1,286	$0.1824	$1,028	$0.1467	No change
	8,000	$2,423	$0.3029	$2,019	$0.2524	$161	$0.2019	No change

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING DIVISION

PLAN CHECK & INSPECTION FEES								
OCCUPANCY TYPE	PROJECT SIZE THRESHOLD	I-FR, II-FR		III 1-HR		IV, V-N		
		BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	COMMENT
"S" OCC-TENANT IMPROVEMENTS	40	$269	$1.5451	$224	$1.2876	$179	$1.0301	No change
	200	$516	$0.7142	$430	$0.5951	$344	$0.4761	No change
	400	$659	$0.2885	$549	$0.2404	$439	$0.1923	No change
	800	$775	$0.1968	$646	$0.1640	$516	$0.1312	No change
	2,000	$1,011	$0.2639	$842	$0.2199	$674	$0.1759	No change
	4,000	$1,538	$0.3846	$1,282	$0.3205	$1,026	$0.2564	No change

*Plan Check Fees x Inspections Fees = Plan Check & Inspection Fees as Shown
Plan Check or Inspection Fees available upon request.

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING DIVISION

ELECTRICAL FEES			COMMENT
Permit Issuance	$50	Each	No change
Stand Alone Permit - Plan Check	$105	Hourly	No change
Outdoor Events Carnivals, Circuses, or other traveling shows or exhibitions utilizing transportation type rides booths, displays, and attractions	$105	Hourly	No change
Temporary Power Service Temporary power service pole or pedestal, including all pole or pedestal-mounted receptacle outlets and appurtenances	$105	Each	No change
Unit Fees:			
Receptacles, Switches, and Lighting Outlets	$43.75	up to 20	No change
	$0.87	Each additional	No change
Residential Appliances Fixed residential appliances or receptacle outlets for the same, including wall-mounted electric ovens, counter mounted cook tops, electric ranges, self-contained room consoles or through-well air conditioners, space heaters, food waste grinders, dish washers, washing machines, water heaters, clothes dryers, or other motor-operated appliances (each) not exceeding one horsepower rating	$35	Each	No change
Nonresidential Appliances Residential appliances and factory wired nonresidential appliances, including medical and dental devices; food, beverage, and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment	$35	Each	No change
Power Apparatus Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus as follows: Rating in Horsepower (HP), Kilowatts (KW), or Kilovolt-amperes (KVA), or Kilovolt-amperes-reactive (KVAR) (fees include all switches, breakers, etc.)			
Up to and including 1	$35	Each	No change
Over 1 and not over 50	$35	Each	No change
Over 50 and not over 100	$43.75	Each	No change
Over 100	$52.50	Each	No change

Attachment: Master Fee Schedule FY22-23 (Finance: Presentation of the City of Hanford Master Fee

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING DIVISION

ELECTRICAL FEES, CONTINUED					COMMENT
Unit Fees:					
Signs, Outline Lighting, and Marquees					
Signs, Outline Lighting, or Marquees supplied from one branch circuit			$52.50	Each	No change
Services					
Services 600 volts or less and not over 1,000 amperes in rating			$105	Each	No change
Services over 600 volts or over 1,000 amperes in rating			$157.50	Each	No change
Subpanels			$35	Each	No change
EV Charging Station					
Residential			$157.50	Each	No change
Commercial			$315	1 - 3	No change
Each Additional			$105	Each	No change
Miscellaneous Apparatus, Conduits, and Conductors					
Electrical apparatus, conduits, and conductors for which a permit is required, but for which no fee is herein set forth			$35	Each	No change
Photovoltaic Systems - Residential & Small Commercial (up to 49KW)	**Plan Check**	**Inspection**	**Total**		
1 - 15 Kilowatts	$200 Each	$300 Each	$500	Each	No change
Each Kilowatt above 15 KW		$15 per KW	$15	per KW	No change
Photovoltaic Systems - Commercial					
50 Kilowatts	$400 Each	$600 Each	$1,000	Each	No change
Each Kilowatt between 51 KW and 250 KW		$7 per KW	$7	per KW	No change
Each Kilowatt above 250 KW		$5 per KW	$5	per KW	No change
MECHANICAL FEES					**COMMENT**
Permit Issuance			$50	Each	No change
Stand Alone Permit- Plan Check			$105	Hourly	No change
Unit Fees:					
Install/Relocate each forced air or gravity-type furnace or burner (including attached ducts and vents)			$70	Each	No change
Install/Relocate each floor furnace (including vent)			$70	Each	No change
Install/Relocate each suspended heater, recessed wall heater, or floor-mounted unit heater			$70	Each	No change

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING DIVISION

MECHANICAL FEES, CONTINUED			COMMENT
Unit Fees:			
Install/Relocate/Replace each appliance vent installed and not included in an appliance permit	$70	Each	No change
Repair/Alteration/Addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls required by the code	$61.25	Each	No change
Install/Relocate each boiler or compressor, or each absorption system	$61.25	Each	No change
Each air-handling unit, including attached ducts up to 10,000 CFM	$70	Each	No change
Each air-handling unit over 10,000 CFM	$70	Each	No change
Each evaporative cooler other than portable type	$35	Each	No change
Each ventilation fan connected to a single duct	$52.50	Each	No change
Each ventilation system which is not a portion of any heating or air-conditioning system	$61.25	Each	No change
Installation of each hood which is served by a mechanical exhaust, including the ducts for such hood	$70	Each	No change
Install/Relocate each incinerator	$52.50	Each	No change
Each appliance or piece of equipment regulated by this code but not classified in other appliance categories, or for which no other fee is listed in this code	$52.50	Each	No change
Other mechanical inspections not noted above	$105	Hourly	No change
PLUMBING FEES			
Permit Issuance	$50	Each	No change
Stand Alone Permit- Plan Check	$105	Hourly	No change
Unit Fees:			
Plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping, and backflow protection therefore)	$35	Each	No change
Building or trailer park sewer	$52.50	Each	No change
Rainwater system - inside building	$17.50	per Drain	No change
Cesspool where permitted	$26.25	Each	No change
Private sewage disposal system	$105	Each	No change
Water heater and/or vent	$35	Each	No change
Gas piping system	$52.50	1 to 5 Outlets	No change
Additional outlets	$3.50	Each	No change

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING DIVISION

PLUMBING FEES, CONTINUED			COMMENT
Unit Fees:			
Medical gas piping system	$52.50	1 to 5 Outlets	No change
Additional outlets	$8.75	Each	No change
Industrial waste pretreatment interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixtures traps	$52.50	Each	No change
Installation/Alteration/Repair of water piping and/or water treating equipment	$52.50	Each	No change
Repair/Alteration or drainage or vent piping	$52.50	Each	No change
Lawn sprinkler system on any one meter, including backflow protection devices therefore	$35	Each	No change
Backflow devices not included in other fee services	$35	Each	No change
Atmospheric-type vacuum breakers not included in other fee services	$35	1 to 5 Outlets	No change
Additional outlets	$1.75	Each	No change
Other plumbing and gas inspections not noted above	$105	Hourly	No change
OTHER INSPECTIONS AND FEES			**COMMENT**
Inspections outside of normal business hours, (minimum charge of two hours at time and one-half)	$315	Hourly @ 1 1/2	No change
Each additional hour or portion thereof at time and one-half	$157.50	Hourly @ 1 1/2	No change
Reinspection Fee	$105	per Re-inspection	No change
Inspection for which no fee is specifically indicated (minimum charge 1/2 hour)	$105	Hourly	No change
Additional plan review required because of changes, additions, or revisions to approved plans (minimum charge 1 hour)	$105	Hourly	No change
Outside plan check consultants- Actual cost to the city x 133%	Cost x 133%	Hourly	No change
Compliance Inspection	$157.50	Each	No change
Deferred Submittals	$105	Hourly	No change
Duplicate Permit or Job Cards	$10	Each	No change
Work without permit - $500 or 2x permit fee- whichever is greater	$500 or 2x Fee	Each	No change

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING DIVISION

MISCELLANEOUS & CODE COMPLIANCE FEES	PERMIT ISSUANCE	PLAN CHECK	INSPECTION	UNIT	COMMENT
Address Assignments			$3.15	Each	No change
Additions, Residential	$50	$157.50	$304.50	up to 300 Sq Ft	No change
Additional Sq Ft		$0.26	$0.74	Sq Ft	No change
Antennas - Telecom Facility (towers)	$50	$52.50	$157.50	Each	No change
Antenna Installations	$50	$35	$35	Each Antenna	No change
Awning/canopy (supported by the building)	$50	$26.25	$35	up to 2	No change
Additional		$3.15	$5.25	Each	No change
Balcony Addition	$50	$52.50	$94.50	up to 200 Sq Ft	No change
Additional		$105	$141.75	over 200 Sq Ft	No change
Carport (200 Sq Ft)	$50	$52.50	$106	≤ 200 Sq Ft	No change
Additional Sq Ft on same side (over 200 Sq Ft)		$105	$159	over 200 Sq Ft	No change
Change of Use/Change of Occupancy	$50	$57.50	$105	Each	No change
Commercial Coach	$50	$52.50	$210	Each Bldg.	No change
Deck (wood)	$50	$52.50	$157.50	up to 200 Sq Ft	No change
Additional (over 200 Sq Ft)		$105	$236.25	over 200 Sq Ft	No change
Demolition - Commercial	$50	$52.50	$160	Each Structure	No change
Residential	$50	$52.50	$110	Each Structure	No change
Electronics/System Replacement	$5			Each Permit	No change
Fence - Non-Masonry, over 7 feet high	$50	$52.50	$52.50	up to 100 Linear Ft	No change
Non-Masonry, Additional		$105	$0.57	Linear Ft	No change
Masonry, all heights	$50	$52.50	$105	up to 100 Linear Ft	No change
Masonry, Additional		$105	$0.66	Linear Ft	No change
Fireplace - Masonry	$50	$52.50	$169	Each	No change
Pre-Fabricated/Metal/Inserts	$50	$52.50	$52.50	Each	No change
Flag Pole	$50	$26.25	$52.50	Each	No change
Foundation Only Valuation based on $5 per Sq Ft	$50	See Valuation Chart		Sq Ft	No change
Repair	$50	$52.50	$105	up to 100 Linear Ft	No change
Addition		$105	$0.66	Linear Ft	No change

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING DIVISION

MISCELLANEOUS & CODE COMPLIANCE FEES, CONT.	PERMIT ISSUANCE	PLAN CHECK	INSPECTION	UNIT	COMMENT
Lighting Poles	$50	$17.50	$26.25	First One	No change
Additional Poles		$2.10	$5.25	Each	No change
Moved Buildings	$50	$105	$157.50	Each Bldg.	No change
Plus mileage cost outside city limits (Current Government Rate)				Mile	No change
Partitions - Commercial, Interior	$50	$35	$52.50	up to 30 Linear Ft	No change
Additional		$0.42	$0.84	Linear Ft	No change
Partitions - Residential, Interior	$50	$35	$32.50	up to 30 Linear Ft	No change
Additional	$50	$0.42	$0.84	Linear Ft	No change
Covered Patio/Trellis/Arbor (not enclosed)	$50	$52.50	$157.50	up to 300 Sq Ft	No change
Additional Patio/Tresses/Arbor		$26.25	$35	each 300 Sq Ft	No change
Enclosed Patio/Porch	$50	$84	$210	up to 300 Sq Ft	No change
Additional Enclosed Patio/Porch		$31.50	$84	Each 300 Sq Ft	No change
Pile Foundation - Cast-in-place Concrete	$50	$78.75	$84	up to 10 piles	No change
Additional Piles		$13.65	$6.30	Each	No change
Driven (any type)	$50	$78.75	$84	up to 10 piles	No change
Additional Piles	$50	$13.65	$6.30	Each	No change
Plan Review Fee in excess of Submittal and two re-checks		$105		per Hour	No change
Remodel, Residential	$50	$105	$210	up to 300 Sq Ft	No change
Additional Remodel		$0.21	$0.53	Sq Ft	No change
Re-Roof- Residential, Roof over	$50	$35	$78.75	Each	No change
Tear-off	$50	$35	$131.25	Each	No change
Commercial	$50	$52.50	$157.50	Each	No change
Permit Issuance	$50			Each	No change
Retaining Walls (concrete or masonry)	$50	$35	$78.75	up to 50 Linear Ft	No change
Additional		$0.21	$0.53	Linear Ft	No change

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING DIVISION

MISCELLANEOUS & CODE COMPLIANCE FEES, CONT.	PERMIT ISSUANCE	PLAN CHECK	INSPECTION	UNIT	COMMENT
Siding - Stone and Brick Veneer	$50	$52.50	$105	up to 400 Sq Ft	No change
Stucco	$50	$35	$70	up to 400 Sq Ft	No change
All Others	$50	$52.50	$96.60	up to 400 Sq Ft	No change
Additional Siding (all types)		$0.16	$0.21	Sq Ft	No change
Signs	$50	$35	$52.50	per Site	No change
Skylights- up to 10 Sq Ft	$50	$26.25	$78.75	Each	No change
Over 10 Sq Ft or Structural work involved	$50	$35	$105	Each	No change
Solar Panels, Pool Heating/Water Heating	$50	$70	$131.25	Each System	No change
Stairs	$50	$52.50	$105	First Flight	No change
Additional		$10.50	$26.25	per Flight	No change
Storage racks (shelving) - 0 to 8 ft high	$50	$52.50	$35	up to 100 Linear Ft	No change
Additional		$0.11	$0.26	Linear Ft	No change
Over 8 ft high	$50	$78.75	$52.50	up to 100 Linear Ft	No change
Additional		$0.11	$0.32	Linear Ft	No change
Swimming Pools/Spas	$50	$78.25	$157.50	Each	No change
Heater		$26.25	$17.85	Each	No change
Spa or Hot Tub, Prefabricated	$50	$26.29	$52.50	Each	No change
Wells	$50		$140	Each	No change
Windows and Doors - Replacement	$50	$16.80	$52.50	Each 3	No change
New	$50	$26.25	$59.85	Each 3	No change
New (Structural, in shear wall or masonry)	$50	$35	$68.25	Each 3	No change

Attachment: Master Fee Schedule FY22-23 (Finance: Presentation of the City of Hanford Master Fee

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING DIVISION

MISCELLANEOUS & CODE COMPLIANCE FEES, CONT.	PERMIT ISSUANCE	PLAN CHECK	INSPECTION	UNIT	COMMENT
Miscellaneous Repairs (Items not covered anywhere else in this fee schedule)					
(Based on Valuation of the Work)					
$1 to $1,000	$50	$38.85	$45.15		No change
$1,001 to $5,000	$50	$111.30	$130.20		No change
$5,001 to $10,000	$50	$180.60	$212.10		No change
$10,001 to $15,000	$50	$249.90	$294		No change
$15,001 to 20,000	$50	$320.25	$375.90		No change
$20,001 to 25,000	$50	$389.55	$457.80		No change
$25,001 to $30,000	$50	$438.90	$516.60		No change
$30,001 and up	$50	Fees applicable for valuation of $30,000 plus $1.80 per $1,000 valuation over $30,0001			No change

Attachment: Master Fee Schedule FY22-23 (Finance: Presentation of the City of Hanford Master Fee

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING DIVISION

The current building valuation data costs are published by the International Code Council and updated every 6 months. Please refer to www.ICCsafe.org to obtain the current costs. Apply the building valuation data to the table below.

BUILDING INSPECTION FEES		
TOTAL VALUATION	FEE	COMMENT
$1 to $500	$23.50	No change
$501 to $2,000	$23.50 for the first $500 plus $3.05 for each additional $100, or fraction thereof, to and including $2,000	No change
$2,001 to $25,000	$69.25 for the first $2,000 plus $14 for each additional $1,000, or fraction thereof, to and including $25,000	No change
$25,001 to $50,000	$391.25 for the first $25,000 plus $10.10 for each additional $1,000, or fraction thereof, to and including $50,000	No change
$50,001 to $100,000	$643.75 for the first $50,000 plus $7 for each additional $1,000, or fraction thereof, to and including $100,000	No change
$100,001 to $500,000	$993.75 for the first $100,000 plus $5.60 for each additional $1,000, or fraction thereof, to and including $500,000	No change
$500,001 to $1,000,000	$3,233.75 for the first $500,000 plus $4.75 for each additional $1,000, or fraction thereof, to and including $1,00,000	No change
$1,000,001 and up	$5,608.75 for the first $1,000,000 plus $3.15 for each additional $1,000, or fraction thereof	No change
Plan Review Fees will be 65% of Building Inspection Fees A contract, signed by all parties, for the cost to build a specific project may be substituted for the Building Valuation Data sheet as determined by the building official		No change

COMMUNITY DEVELOPMENT DEPARTMENT

CODE COMPLIANCE DIVISION

CODE VIOLATION FINES		COMMENT
Minor	$50	No change
General	$200	No change
Heath and Safety	$500	No change

Definitions:

Minor: A "Minor" violation shall be defined as a violation of the Hanford Municipal Code, or other applicable law or code, that does not have the potential to create a health or safety hazard to the occupants of a structure/building or the general public.

General: A "General" violation shall be defined as a violation of the Hanford Municipal Code, or other applicable law or code, that has the potential of creating a health or safety hazard to the occupants of a structure/building or the general public

Health and Safety: A "Health and Safety" violation shall be defined as a violation of the Hanford Municipal Code or other applicable law or code that is a health or safety hazard to the occupants of a structure/building or the general public.

Subsequent Violations:

Second Violation- Within six months of the date of the initial citation, the fine shall be two times the initial fine.

Third Violation- Within six months of the date of the initial citation, the fine shall be four times the initial fine.

DEVELOPMENT IMPACT FEES

LAND USE CATEGORY	FIRE FEE PER UNIT	POLICE FEE PER UNIT	WATER FEE PER UNIT	COMMENT
Low Density Residential	$578.19	$313.75	$2,626.68	Fee increase (ENRCC index)
Medium Density Residential	$325.02	$463.94	$1,468.36	Fee increase (ENRCC index)
High Density Residential	$163.30	$150.47	$889.01	Fee increase (ENRCC index)
Neighborhood Commercial	$0.4851	$0.6461	$1.1196	Fee increase (ENRCC index)
Regional Commercial	$0.4043	$0.2838	$0.9765	Fee increase (ENRCC index)
Service Commercial	$0.6064	$0.0929	$1.3536	Fee increase (ENRCC index)
Highway Commercial	$0.4851	$0.2135	$1.1196	Fee increase (ENRCC index)
Office Residential	$0.2021	$0.3806	$1.2040	Fee increase (ENRCC index)
Office	$0.2274	$0.2291	$0.7784	Fee increase (ENRCC index)
Neighborhood Mixed Use	$0.4851	$0.6167	$1.3957	Fee increase (ENRCC index)
Corridor Mixed Use	$0.4851	$0.4189	$1.2576	Fee increase (ENRCC index)
Downtown Mixed Use	$0.0808	$0.3614	$0.2661	Fee increase (ENRCC index)
Light Industrial	$0.1410	$0.0133	$1.5759	Fee increase (ENRCC index)
Heavy Industrial	$0.1410	$0.0050	$1.6066	Fee increase (ENRCC index)
Open Space	$0.0000	$0.0000	$0.0000	No change
Public Facilities	$0.0564	$0.0815	$1.3536	Fee increase (ENRCC index)
Educational Facilities	$0.0000	$0.0000	$0.7101	Fee increase (ENRCC index)

DEVELOPMENT IMPACT FEES

LAND USE CATEGORY	WASTEWATER FEE PER UNIT	PARKS FEE PER UNIT	STORM DRAIN FEE PER ACRE	COMMENT
Low Density Residential	$2,249.50	$2,899.77	$2,556.56	Fee increase (ENRCC index)
Medium Density Residential	$1,800.73	$2,596.95	$2,812.21	Fee increase (ENRCC index)
High Density Residential	$1,641.89	$2,294.13	$3,067.86	Fee increase (ENRCC index)
Neighborhood Commercial	$0.7572		$4,601.80	Fee increase (ENRCC index)
Regional Commercial	$0.7789		$4,601.80	Fee increase (ENRCC index)
Service Commercial	$0.7690		$4,601.80	Fee increase (ENRCC index)
Highway Commercial	$0.7572		$4,601.80	Fee increase (ENRCC index)
Office Residential	$1.6268		$3,067.86	Fee increase (ENRCC index)
Office	$0.7617		$4,601.80	Fee increase (ENRCC index)
Neighborhood Mixed Use	$1.4789		$4,601.80	Fee increase (ENRCC index)
Corridor Mixed Use	$1.0648		$4,601.80	Fee increase (ENRCC index)
Downtown Mixed Use	$0.4647		$3,679.64	Fee increase (ENRCC index)
Light Industrial	$0.8726		$4,090.48	Fee increase (ENRCC index)
Heavy Industrial	$1.0057		$4,090.48	Fee increase (ENRCC index)
Open Space	$0.0000		$0.0000	No change
Public Facilities	$0.7690		$3,579.17	Fee increase (ENRCC index)
Educational Facilities	$0.4732		$3,579.17	Fee increase (ENRCC index)

*Fee for residential uses is per dwelling unit. Fee for other uses is per building square foot.

*Wastewater treatment portion of fee is based on standard household strength waste of 200 MG/L B.O.D. and 200 MG/L S.S. and 300 gal./day flow rate

DEVELOPMENT IMPACT FEES

LAND USE CATEGORY	REFUSE FEES PER UNIT	COMMENT
Residential Container/Equip	$523.39	Fee increase (ENRCC index)
Commercial		
Per No. of 1 cubic yard dumpsters	$917.28	Fee increase (ENRCC index)
Per No. of 1 cubic yard dumpsters	$1,154.69	Fee increase (ENRCC index)
Per No. of 1 cubic yard dumpsters	$1,230.23	Fee increase (ENRCC index)
Per No. of 1 cubic yard dumpsters	$1,564.77	Fee increase (ENRCC index)

LAND USE CATEGORY	CIRCULATION FEES	PER UNIT	COMMENT
Single-Family Residential	$4,117.12	Dwelling Unit	Fee increase (ENRCC index)
Multi-Family Residential	$2,891.02	Dwelling Unit	Fee increase (ENRCC index)
Senior Residential/Assisted Living	$1,497.13	Dwelling Unit	Fee increase (ENRCC index)
Hotel/Motel (per room)	$2,620.90	Room	Fee increase (ENRCC index)
Retail (<100KSF) unless specifically listed below	$12,002.05	1,000 Sq Ft	Fee increase (ENRCC index)
Retail (>100KSF)	$9,063.26	1,000 Sq Ft	Fee increase (ENRCC index)
Convenience Store- Without Gas Station	$108,637.53	1,000 Sq Ft	Fee increase (ENRCC index)
Gas Station- With or Without Convenience Store	$15,880.45	Fueling Position	Fee increase (ENRCC index)
Motor Vehicle Sales, Minor and Major Repair	$2,273.70	1,000 Sq Ft	Fee increase (ENRCC index)
Restaurant- No Drive-thru	$23,214.05	1,000 Sq Ft	Fee increase (ENRCC index)
Restaurant with Drive-thru- Stand-alone	$106,098.14	1,000 Sq Ft	Fee increase (ENRCC index)
Restaurant with Drive-thru Within a Shopping Center	$28,524.09	1,000 Sq Ft	Fee increase (ENRCC index)
General Office/Bank	$5,108.29	1,000 Sq Ft	Fee increase (ENRCC index)
Medical/Dental Office	$10,332.88	1,000 Sq Ft	Fee increase (ENRCC index)
Government	$3,127.79	1,000 Sq Ft	Fee increase (ENRCC index)
Industrial/Service Commercial	$2,056.03	1,000 Sq Ft	Fee increase (ENRCC index)
Warehouse/Distribution < 100,000 sq ft	$1,695.90	1,000 Sq Ft	Fee increase (ENRCC index)
Warehouse/Distribution > 100,000 sq ft	$815.58	1,000 Sq Ft	Fee increase (ENRCC index)
Mini Storage > 100,000 sq ft	$815.58	1,000 Sq Ft	Fee increase (ENRCC index)
Religious Institution or Facility	$2,221.41	1,000 Sq Ft	Fee increase (ENRCC index)
Other uses option	$398.68	Trip	Fee increase (ENRCC index)

DEVELOPMENT IMPACT FEES

TYPE OF FEE	DEVELOPMENT FEE FOR SINGLE FAMILY RESIDENCE	COMMENT
Fire, Police, Water, Wastewater, Parks	$8,667.89	Fee increase (ENRCC index)
Circulation	$4,117.12	Fee increase (ENRCC index)
Storm Drainage	$562.44	Fee increase (ENRCC index)
Refuse	$523.39	Fee increase (ENRCC index)
Total	$13,870.84	Fee increase (ENRCC index)

SANITARY SEWER AREA	BENEFIT DISTRICT FEE PER ACRE	COMMENT
9th Ave Area of Benefit District (10th Ave to Hwy 43)		
Area generally south of Hanford-Armona Road	$971.03	Fee increase (ENRCC index)
Area located Between Hanford-Armona Rd and Lacey Blvd	$1,443.47	Fee increase (ENRCC index)
Areal located between Lacey Blvd and Grangeville Blvd	$2,174.60	Fee increase (ENRCC index)
Area located between Grangeville Blvd and Hwy 43	$2,998.55	Fee increase (ENRCC index)
12th Ave Area of Benefit District (11-1/2 Ave to 13th Ave)		
Area generally south of Hanford-Armona Road	$671.15	Fee increase (ENRCC index)
Area located Between Hanford-Armona Rd and Lacey Blvd	$1,036.00	Fee increase (ENRCC index)
Area located between Lacey Blvd and Grangeville Blvd	$1,408.56	Fee increase (ENRCC index)
Area located between Grangeville Blvd and Fargo Ave	$1,871.57	Fee increase (ENRCC index)
Area located between Fargo Ave and Flint Ave	$2,591.20	Fee increase (ENRCC index)

DEVELOPMENT IMPACT FEES

IMPACT FEE CREDITS FROM WATER, WASTEWATER AND STORM DRAINANGE IMPACT FEES			
ITEM	CREDIT PER UNIT	UNIT	COMMENT
Water			
8" Pipeline	$70	Lineal Foot	Fee increase (ENRCC index)
12" Pipeline	$186.96	Lineal Foot	Fee increase (ENRCC index)
18" Pipeline	$226.92	Lineal Foot	Fee increase (ENRCC index)
Groundwater Well (1,500 gpm)	$1,295,262	Each	Fee increase (ENRCC index)
Pump Station (3 @ 3,100 gpm)	$4,319,846	Each	Fee increase (ENRCC index)
Pump Station (4 @ 1,400 gpm)	$2,955,173	Each	Fee increase (ENRCC index)
Storage Tank (1.5 MG)	$3,690,674	Each	Fee increase (ENRCC index)
Land for Storage Tank or Well	$43,166	Acre	Fee increase (ENRCC index)
Wastewater			
8" Gravity Main	$192	Lineal Foot	Fee increase (ENRCC index)
12" Gravity Main	$325.40	Lineal Foot	Fee increase (ENRCC index)
15" Gravity Main	$341.10	Lineal Foot	Fee increase (ENRCC index)
18" Gravity Main	$368.22	Lineal Foot	Fee increase (ENRCC index)
21" Gravity Main	$399.61	Lineal Foot	Fee increase (ENRCC index)
24" Gravity Main	$415.31	Lineal Foot	Fee increase (ENRCC index)
27" Gravity Main	$479.53	Lineal Foot	Fee increase (ENRCC index)
30" Gravity Main	$563.74	Lineal Foot	Fee increase (ENRCC index)
36" Gravity Main	$700.75	Lineal Foot	Fee increase (ENRCC index)
18" Force Main	$328.48	Lineal Foot	Fee increase (ENRCC index)
Lift Station	$1,492.25	GPM	Fee increase (ENRCC index)

DEVELOPMENT IMPACT FEES

IMPACT FEE CREDITS FROM WATER, WASTEWATER AND STORM DRAINANGE IMPACT FEES			
ITEM	CREDIT PER UNIT	UNIT	COMMENT
Storm Drain			
12" Pipeline	$104	Lineal Foot	Fee increase (ENRCC index)
21" Pipeline	$236.92	Lineal Foot	Fee increase (ENRCC index)
24" Pipeline	$279.73	Lineal Foot	Fee increase (ENRCC index)
30" Pipeline	$343.95	Lineal Foot	Fee increase (ENRCC index)
36" Pipeline	$408.18	Lineal Foot	Fee increase (ENRCC index)
42" Pipeline	$472.40	Lineal Foot	Fee increase (ENRCC index)
48" Pipeline	$558.03	Lineal Foot	Fee increase (ENRCC index)
60" Pipeline	$643.66	Lineal Foot	Fee increase (ENRCC index)
96" Pipeline	$1,094.65	Lineal Foot	Fee increase (ENRCC index)
Retention Basin (0 to 5 acre feet)	$35,655.28	Acre Foot	Fee increase (ENRCC index)
Retention Basin (Over 5 to 10 acre feet)	$21,286.78	Acre Foot	Fee increase (ENRCC index)
Retention Basin (Over 10 to 20 acre feet)	$12,113.31	Acre Foot	Fee increase (ENRCC index)
Retention Basin (Over 20 acre feet)	$7,355.68	Acre Foot	Fee increase (ENRCC index)

DEVELOPMENT IMPACT FEES

IMPACT FEE CREDITS FROM CIRCULATION AND PARKS IMPACT FEE ACCOUNTS			
ITEM	CREDIT PER UNIT	UNIT	COMMENT
Circulation- Arterial and Major Arterial Street			
Median Curb (both sides)	$21.58	Lineal Foot	Fee increase (ENRCC index)
Median Concrete (16' wide)	$172.66	Lineal Foot	Fee increase (ENRCC index)
Pavement (one side- 22' wide)	$85.89	Lineal Foot	Fee increase (ENRCC index)
Right of Way in Exceeding 42' Wide Half Street	$2.23	Square Foot	Fee increase (ENRCC index)
Circulation- Collection Street			
Pavement (one side- 18' wide)	$61.25	Lineal Foot	Fee increase (ENRCC index)
Circulation- Street Intersections			
Traffic Signal	$431,661	Each	Fee increase (ENRCC index)
Intersection Improvements (full)	$431,661	Each	Fee increase (ENRCC index)
Parks- Must be Identified in General Plan			
Park Improvements	$198,839.38	Acre	Fee increase (ENRCC index)
Land for Park	$97,124	Acre	Fee increase (ENRCC index)

PUBLIC WORKS DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
APPLICATION/PERMIT		
Public Street and Infrastructure Improvement Plan Review/Inspection Fee		
6% of the first $5,000 of improvement costs or fraction thereof		No change
5% of the next $20,000 of improvement costs or fraction thereof		No change
4.5% of the next $75,000 of improvement costs or fraction thereof		No change
3.5% of the next $150,000 of improvement costs or fraction thereof		No change
2% of all amounts of improvement costs over $250,000		No change
Water Meter Inspection Fee (all land uses) per meter	$85	No change
Backflow Prevention Assembly Inspection Fee (all land uses)	$80	No change
GRADING PLAN REVIEW		
Residential: Single Family Residence	$1,050	No change
Two or Three Units	$1,800	No change
Four through Eight Units	$3,050	No change
Eight or More Units	$4,400	No change
Commercial: Sites less than one-half acre	$2,700	No change
Sites from one-half to one acre	$4,200	No change
Sites one to five acres	$5,700	No change
Sites over five acres	$5,700 plus $85/acre	No change
Permit Extensions	$25	No change

PUBLIC WORKS DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
ENCROACHMENT PERMIT		
Annual Permit	$250	No change
Annual Permit (Utilities)	$1,000	No change
Annual Permit (Trees)	$900	No change
Regular Encroachment Permit	$50	No change
TRANSPORTATION PERMIT		
Annual Permit	$90	No change
Regular Transportation Permit	$18	No change
MISCELLANEOUS		
Construction Water Meter Deposit	$1,000	No change
Conditional Watering Permit	$25	No change
Pool Drain Permit	$25	No change
Banner Permit	$100	No change

AIRPORT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Overnight parking- Single	$8 per Night	No change
Overnight parking- Twin	$12 per Night	No change
Overnight Parking- Jet	$20 per Night	No change
Overnight Vehicle Parking inside Airport Perimeter	$4 per Night	Existing fee added
Airport Tiedown- Long Term	$47 per Month	No change
Covered T-Spaces (1-10 & 20-40)	$85 per Month	No change
T-Hangar Spaces (11-19)	$178 per Month	No change
Port-a-Port (1,200 sq. ft. or less)	$610 per Year	No change
Port-a-Port (1,800 sq. ft. to 2,100 sq. ft.)	$620 per Year	No change
Hangar Ground Lease (0 to 1,600 sq. ft.)	$780 per Year	No change
Hangar Ground Lease (1,601 sq. ft. to 2,300 sq. ft.)	$870 per Year	No change
Hangar Ground Lease (2,301 sq. ft. to 4,500 sq. ft.)	$950 per Year	No change
Hangar Ground Lease (4,501 sq. ft. to 5,000 sq. ft.)	$1,830 per Year	No change
Hangar Ground Lease (5,001 sq. ft. and above)	$0.374 per Sq. Ft.	No change
Heavy Appliance Electricity Surcharge	$35 per Month	No change

AGENDA
STAFF REPORT

MEETING DATE: 8/2/2022	**AGENDA SECTION:** B

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

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: Fredie Quair.

After review by the Third Party Administrator, it was determined that the claim should be rejected due to the construction area that caused damage was under contract. The Administrator will tender to the contractor.

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: 8/2/2022	**AGENDA SECTION:** C

SUBJECT:
City Clerk: Approval of the Minutes of the March 15, 2022 Meeting

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Recommendation:

Approve the minutes of the March 15, 2022 Meeting.

FISCAL IMPACT:

ATTACHMENTS:
3.15.2022

The City of Hanford
CALIFORNIA

CITY COUNCIL MEETING
MINUTES
March 15, 2022 7:00 PM
Council Chambers
400 N. Douty St.

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

Vice Mayor Morrow called the study session and closed session to order at 4:00 p.m.

ROLL CALL BY THE CITY CLERK :

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

Late: Francisco Ramirez

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. Presentation, by SDI Presence LLC, of the analysis and project management plan for implementation of critical systems of Enterprise Resource Planning, Land Management System, Utility Billing and Payroll/HR for the City.

SDI Presence LLC, Consultant Mike Allen presented the analysis and project management plan for implementation of critical systems of Enterprise Resource Planning, Land Management System, Utility Billing and Payroll/HR for the council's review. Public Works Director John Doyel discussed the city meter system and the next steps. City Manager Cifuentez discussed the amount of staff time saved with the new time keeping system. Staff and the consultant answered questioned from the Council.

B. Fire: Presentation and Review of the recently completed Guiding Documents for the City of Hanford Fire Department

Fire Chief Steve Pendergrass presented the guiding documents for the Council's review. Chief Pendergrass answered questions from the Council.

The Council convened to closed session at 5:24 p.m.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

Attachment: 3.15.2022 (Clerk: 3.15.2022 Minutes)

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC 54956.9 (d)(9)):

1. Public entity claim.

2. Threatened litigation regarding zoning and land use matter.

CONFERENCE WITH LABOR NEGOTIATOR (GC 54957.6):

Agency designated representatives: Che Johnson, Mario Cifuentez, Sarah Cardoza, Chris Tavarez, Brenda Garcia.
Employee Organizations: Hanford Professional Firefighters Local 3898, Hanford Service Employees International Unit 521, Hanford Police Officers Association, General Employees Management Association, Executive Management Employees Association.

CALL TO ORDER REGULAR SESSION:

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

ROLL CALL:

Attendee Name	Title	Status	Arrived
Diane Sharp	Council Member	Present	3:50 PM
Art Brieno	Council Member	Present	3:50 PM
Kalish Morrow	Vice Mayor	Present	3:55 PM
Amanda Saltray	Council Member	Present	3:50 PM
Francisco Ramirez	Council Member	Late	4:13 PM

INVOCATION:

The invocation was led by Pastor Mike Kilcrease.

FLAG SALUTE:

The flag salute was led by Vice Mayor Morrow

CLOSED SESSION ACTION REPORT:

None.

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).

Council Member's Sharp, Ramirez and Saltray discussed the meetings and events they attended.

Vice Mayor Morrow and Council Member Brieno had nothing to report.

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.

Attachment: 3.15.2022 (Clerk: 3.15.2022 Minutes)

*A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

KCAO Executive Director Jeff Garner commented on item D and discussed the services the organization can provide. He also requested to pull the item from the consent calendar.

Rhonda Mayer and husband Michael (he gave her his public comment time) read a letter that was submitted to the City Clerk.

Tony Winterowd, former Pastor of First Presbyterian Church spoke in support of Diane Sharp.

Rochelle Hill read her public records request that was submitted to the City Clerk's office. City Manager Cifuentez responded to her comment.

Art Perez commented on the Northstar Project.

Bob Ramos commented on Northstar project and questioned the public notice of the project. He also commented on the site plan review process.

Michael Quinn commented the Planning Department process. He also shared his concerns of inappropriate public comments.

Shelly Barker commented on the negative feedback from the community.

Renee Irons commented on the next-door app and shared her concerns regarding the safety around the area of Northstar project. Police Chief Sever responded to Ms. Irons comment.

Susan Tackett shared her experience with hiring and helping the homeless. She also spoke in support of the Northstar Project and shared her concerns regarding the Council reorganization.

Emily Burnias commented on the responsibilities of the Council. She also invited the Council to her upcoming event.

Liz Toppan commented the Northstar Project and expressed her concerns regarding the future tenants of the units.

Susan Mets commented on the meetings she attended with some of the city staff. She shared her suggestions to improve security in the area of the Northstar Project.

Christine Leach asked the Council not to approve the Northstar project. She also commented on the upcoming election.

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

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

City Attorney Mizote discussed the resignation of Diane Sharp as the Mayor and the recommendation to accept the resignation and conduct a reorganization to appoint a new Mayor and a new Vice Mayor, if necessary, to serve for the remainder of the 2022 term.

The motion to accept Diane Sharp's resignation as the Mayor was introduced by Council Member Ramirez and seconded by Council Member Brieno. Motion approved (4-0)

Mr. Mizote called for the nominations for Mayor and Vice Mayor. Kalish Morrow was nominated by Council Member Ramirez. Council approved. (5-0)

Attachment: 3.15.2022 (Clerk: 3.15.2022 Minutes)

Council Member Brieno nominated Francisco Ramirez for Vice Mayor, Mayor Morrow nominated Amanda Saltray for Vice Mayor, and Council Member Sharp nominated Diane Sharp for Vice Mayor. The Council approved Diane Sharp for Vice Mayor. (3/2)

RECESS:

The Council took a short recess.

CONSENT CALENDAR:

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

Item D was pulled during the public comment period. Motion to approve the consent calendar except the items pulled for separate discussion.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Francisco Ramirez, Council Member
SECONDER:	Diane Sharp, Vice Mayor
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. City Clerk: Approval of the Minutes of the August 17, 2021 Meeting

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

D. Public Works: Adoption of Resolution No. 22-09-R regarding the public transit needs within the City of Hanford and authorization for the City Manager to sign and submit claims for funds and any subsequent amended claims required; 2) Determine, based on City's financial participation in and support of the existing Kings County Area Public Transit System, that there are no areas within the City of Hanford with unmet public transit needs which could reasonably be met by the expansion of the existing system or by the establishment of a new system; 3) Approval of the filing of the Notice of Exemption to certify that projects to be constructed with these funds are categorically exempt from the California Environmental Quality Act.

E. Public Works: Authorization for the City of Hanford to Accept an Easement Deed for Right-of-Way purposes, from PaPa G's, LLC. (Hanford Armona Road at Williams Street)

F. Public Works: Authorization for the Director of Public Works to send a letter to the Local Agency Formation Commission (LAFCO), requesting the extension of services for seven (7) dwelling units on two (2) parcels in the County of Kings without annexation by the City of Hanford. (10th Avenue south of Hanford Armona Road).

ITEMS PULLED:

1. Community Development - Housing: Award of Contract Fair Housing Education Services

[Item D]

Attachment: 3.15.2022 (Clerk: 3.15.2022 Minutes)

Pulled by Jeff Garner, KCAO Executive Director

Administrative Analyst Sandra Martinez discussed the background and RFP process. She answered questions from the Council. The Council discussed reissuing the RFP to allow Kings Community Action Organization (KCAO) the opportunity to submit a proposal.

Council Member Saltray made a substitute motion to reissue the RFP. Motion was not seconded. Motion failed.

Motion to approve with the amendment to monitor the agency for performance.

RESULT:	**APPROVED AS AMENDED [4 TO 1]**
MOVER:	Diane Sharp, Vice Mayor
SECONDER:	Art Brieno, Council Member
AYES:	Sharp, Brieno, Morrow, Ramirez
NAYS:	Saltray

8:00 P.M. PUBLIC HEARING:

A. Clerk: Conduct the Fourth Public Hearing to Receive an update on the Redistricting Process

City Manager Cifuentez provided a brief background of the selected maps and requested to continue the hearing on April 5, 2022.

Motion to continue the public hearing to April 5, 2022.

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

B. A public hearing to consider the issuance of bonds by the California Statewide Communities Development Authority in support of the Northstar Apartments project (TEFRA Hearing)

City Manager Cifuentez discussed the request from the applicant to postpone the public hearing.

Motion to continue the public hearing on April 5, 2022.

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

GENERAL BUSINESS:

A. Public Works: Authorization to Award a contract to Robert Marks Plumbing of Visalia Ca, in the amount of $45,910.53, establish a construction contingency of $4,600.00; and approve an additional appropriation of $31,900.00 from the Accumulated Capital Outlay Reserves to fully fund the Civic Auditorium Sewer Main Replacement Project.

Attachment: 3.15.2022 (Clerk: 3.15.2022 Minutes)

Public Works Director John Doyel provided the project details and invited questions from the Council. The Council questioned funding options for the project. City Manager Cifuentez addressed the Council concerns regarding the use of ARPA funds for the project.

Motion to approve.

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

B. Public Works: Authorization to Award a contract to Best Contracting Services, Inc., of Gardena CA, in the amount of $368,450.00, Award the purchase of roofing material to The Garland Company in the amount of $318,412.44, Establish a construction contingency of $36,485.00; and Approve an additional appropriation of $63,347.44 from the Accumulated Capital Outlay Reserves to fully fund the Civic Auditorium Roof Replacement Project.

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

Motion to approve.

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

C. Parks and Community Services: Authorization to Award a contract to American Incorporated of Visalia CA, in the amount of $129,787.00 for the mechanical portion Civic Auditorium Cooler replacement project, authorization to award a contract to Gilbert Electric Company out of Hanford CA, in the amount of $46,500.00 for the electrical portion of the project, authorization to award a contract to Robert Marks Plumbing out of Visalia CA in the amount of $16,643.27, authorization to award the purchase of the coolers to FACSCO out of Fresno CA in the amount of $49,158.33, establish a construction contingency of $19,300.00; approve an additional appropriation of $103,320.00 from the Building Equipment Replacement Reserves; and approve an Additional Appropriation of $158,059.60 from the Accumulated Capital Outlay Reserves to fully fund the Civic Auditorium Roof Cooler Replacement Project.

Parks and Community Services Direct Brad Albert provided an overview of the project and discussed the proposed repairs. Building Superintendent Randy Shaw clarified that the units will not be accessible by the public. Staff answered questions from the Council.

Motion to approve.

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

COUNCIL COMMENTS AND COMMUNICATIONS:

Attachment: 3.15.2022 (Clerk: 3.15.2022 Minutes)

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

The Council directed staff to bring back the City Council Member Handbook for review at a future study session.

ADJOURNMENT:

Mayor Morrow adjourned the meeting at 8:23 p.m.

Respectfully submitted,

Natalie Corral
City Clerk

Attachment: 3.15.2022 (Clerk: 3.15.2022 Minutes)

AGENDA
STAFF REPORT

MEETING DATE: 8/2/2022	**AGENDA SECTION:** D

SUBJECT:
Administration: Approval of Memorandum of Understanding with the Hanford Police Officers Association (HPOA) with changes to be effective from July 1, 2022 through June 30, 2025.

RECOMMENDATION:
That the City Council, by motion, approve the attached Memorandum of Understanding (MOU) and authorize administration to amend all other documents as may be necessary to implement said negotiated changes.

BACKGROUND:
The City of Hanford and the Hanford Police Officer Association (HPOA) have negotiated over the past two and a half months, and, within the scope of the Meyers-Milias Brown Act, City representatives have concluded labor negotiations with HPOA that resulted in a fair and equitable compensation increase that was within the City's financial ability to provide. City representatives and HPOA have reached an agreement restating current benefits as well as agreeing on multiple amendments pertaining to wages, benefits and working conditions.

The following subjects were agreed upon:
Term: Three years (July 1, 2022 through June 30, 2022)
Wages:
Using five (5) comparable agencies (Delano, Dinuba, Merced, Tulare and Visalia) the following will be provided:
Year One - Median of market placement or internal alignment plus an additional three percent (3%).
Year Two - Additional two percent (2%) increase effective the first full pay-period in July 2023.
Year Three - Additional two percent (2%) increase effective the first full pay-period in July 2024.
Furthermore, a new salary schedule has been created which encompasses a one percent (1%) difference between each range.

Sergeant Probation/Evaluation:
The City agrees to amend the Performance Evaluation policy to coordinate step increases upon completion of probation (after 6 months) and with annual evaluations thereafter.
Holiday in Lieu
Amend section to include Christmas Eve, New Year's Eve and one (1) floating holiday for Juneteenth. The City recognizes that this update will need to occur on a City-wide basis. Updates to the MOU will include increased accrual amounts to incorporate added holidays and amendment to the processing of holiday in lieu hours.
Grooming Standards
The Department and POA agree to meet and confer following ratification of this agreement to make adjustments regarding the Department facial hair policy, and to discuss the Department tattoo policy. **Tuition Reimbursement**
Amend the current Administrative Regulation and MOU to reflect a reimbursement program by eliminating the pre-payment option. Increase current allowance to $5,000 per fiscal year for courses taken towards a bachelor's, master's, or doctoral degree only (no training/certificate course work).
Side Letter Agreements
Incorporate all Side Letter Agreements previously reached with HPOA into Memorandum of Understanding (MOU).
Life Insurance
Add section to MOU and increase life insurance premium by $25,000 to $50,000 for Lieutenants and Captains. In addition, the City will provide a life insurance plan (anticipated $50,000) for Police Officers, Corporals and Sergeants. Both updates will go into effect January 1, 2023, and cost sharing for the first $20,000 voluntary life/AD&D insurance will be eliminated concurrently.
Cell Phone Reimbursement
Amend current Administrative Regulation to reflect a Technology Reimbursement policy providing $100/month for cell phone/internet reimbursement and maintain $50/month for cell phone reimbursement.
Bereavement Leave
Amend section to specifically identify applicable relatives.
Health Plans
Amend section to reflect current plans.
Sick Leave
Amend section to state sick leave shall be taken in 15-minute increments.
Management Leave
Amend section to remove the Management Leave benefit for non-exempt employees and clarify this benefit is provided to employees assigned to the position of Police Lieutenant and Police Captain only. Furthermore, effective January 1, 2023, the number of Management Leave hours provided shall increase from 62.4 to 64.
Reopener
The City may re-open negotiations regarding economic items if the City Council declares a fiscal emergency during the term of the agreement.

FISCAL IMPACT:

Year 1: Approximate total General Fund impact - $930,000
Year 2: Approximate total General Fund impact - $210,000
Year 3: Approximate total General Fund impact - $280,000

ATTACHMENTS:
HPOA MOU Final 7-27-22

Memorandum of Understanding

between

City of Hanford

and

Hanford Police Officers Association

Last Revised: 07/27/2022

Term: July 1, 2022 - June 30, 2025

Attachment: HPOA MOU Final 7-27-22 (Admin: HPOA MOU)

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SECTION 1

1.01 Preamble

The following constitutes a Memorandum of Understanding (MOU) between the City of Hanford ("City") and the Hanford Police Officers Association ("HPOA") as a result of meeting and conferring in good faith concerning wages, hours and other terms and conditions of employment and the City Council action pursuant to Government Code Section 3500 et. seq. and the City's Employer - Employee Relations Policy Chapter 12, Hanford Personnel Rules and Regulations.

1.02 Recognition

Under the terms of Chapter 12 of the Merit System Rules and Regulations, the City formally recognizes the HPOA as the recognized employee organization for Sworn Police Officers, Corporals, Sergeants, non-sworn Police Cadets, Lieutenants and Captains.

1.03 Purpose

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered herein and to provide an orderly and equitable means of resolving any misunderstanding or difference which may arise regarding wages, hours and other terms and conditions of employment.

1.04 City Rights

Notwithstanding any provision of this agreement, nothing contained herein shall restrict or obstruct the inherent or legal rights of the City as they relate to its general legislative process. These rights include, but are not limited to:

A. Determining the goals, objectives and mission of the City's departments, offices, committees or commissions;

B. Establishing standards of selecting City personnel;

C. Implementing and executing standards of continued employment with the City;

D. Identifying the work to be performed and allocating such work to City personnel;

E. Directing its personnel and administering discipline;

F. Relieving its personnel from duty;

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G. Undertaking all necessary actions during emergencies;

H. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of this MOU and City rules and regulations;

I. Layoff employees pursuant to the city rules and regulations;

J. Subject to the provisions of the Meyers-Millias-Brown Act the City reserves the right to direct employees, including scheduling and assigning work, work hours and overtime.

1.05 Maintenance of Operations

For the term of this MOU neither the HPOA nor any person acting in its behalf, will cause, authorize, engage in, nor will any of the members of the HPOA take part in a strike against the City, a work stoppage, slow down, picketing or concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, including compliance with the request of other labor organizations or bargaining units to engage in such activities. This is not to mean that the HPOA or HPOA members are waiving any rights as to protection of personal safety as they may pertain to refusal to cross the picket lines of another public employee organization on strike, or to informational picketing by employees on their own time.

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SECTION 2

2.01 Wages

Using five comparable agencies (Delano, Dinuba, Merced, Tulare, and Visalia) the following increases will be provided:

Year One – Median of market placement or internal alignment plus three percent (3%) effective the first full pay-period following ratification and formal approval by City Council.

Year Two – Additional two percent (2%) increase effective the first full pay-period in July 2023.

Year Three – Additional two percent (2%) increase effective the first full pay-period in July 2024.

A new salary schedule has been created which will encompass a one percent (1%) difference between each range.

2.02 Standard Work Period

I. Traditional Schedule

The average regular workweek for affected employees shall be 40 hours. The traditional schedule is five (5) workdays of eight (8) hours during each seven-day work period.

In lieu of a traditional schedule, Police Lieutenants and Police Captains may work an alternative work schedule as approved by the Chief of Police.

Employees working the special assignments of School Resources Officer, Gang Task Force, Narcotics Task Force, Traffic Enforcement Unit, and any newly formed special assignment necessitated by grants or other circumstances shall have a traditional schedule with the duty shift hours to be determined by the Chief of Police. Notwithstanding the above, the employees temporarily assigned to the Gang Task Force and the Problem Oriented Policing Team, <u>may</u> work an alternative work schedule including the 4/10 plan, consisting of four (4), ten hour (10-hour) days worked consecutively per week in a two (2) week pay period, on a temporary basis as determined by the Chief of Police.

Employees assigned to the Investigative Section of the Hanford Police Department shall have a standard duty shift of 7:00 a.m. through 3:00 p.m. The duty hours are five (5) workdays of eight (8) hour shifts, Monday through Friday. Employees assigned to the Investigative Section and on a 4/10 plan shall have a standard duty shift of Monday through Thursday from 0700-1700 hours or Tuesday through Friday from 0700-1700 hours.

Employees shall be given a thirty (30) minute meal break per duty shift and two (2) fifteen (15) minute breaks when possible, during which time he/she will remain on duty, in

Attachment: HPOA MOU Final 7-27-22 (Admin: HPOA MOU)

uniform and subject to call. The two breaks and one one-half hour meal break shall be paid time and shall be included in the workday. Employees shall not be eligible for overtime pay for breaks and meal periods not taken due to duties and responsibilities of work assignments.

II. Alternative Work Schedule: 3/12 Plus 8 Plan

A. Employees assigned to the Uniformed Operations Division or other special teams as may be formed through grants or other special circumstances, except those assigned to the Traffic Enforcement Team and Problem Oriented Policing Team, shall work an alternative work schedule, hereinafter referred to as the 3/12 plus 8 plan. The plan shall have two (2) work weeks per pay period, a 36 hour work week consisting of three (3) twelve (12) hour shifts and a 44 hour work week consisting of three twelve (12) hour shifts and one eight (8) hour shift, equaling 160 hours during each 14 day work period or a 32 hour work week consisting of two (2) twelve (12) hour shifts and one eight (8) hour shift and a 48 hour work week consisting of four (4) twelve (12) hours shifts equaling 160 hours during each 14 day work period.

B. The standard duty shift for employees working the 3/12 plus 8 plan shall be:

Day Watch: 0700 hours to 1900 hours;
Night Watch: 1900 hours to 0700 hours;

C. Personnel assigned to a Utility slot will primarily have fixed days off. When there is a reduction in manpower, the Utility officer may be reassigned different shifts and different days off as determined by management. The reassignment will remain in effect until staffing needs are brought up to full staff or there is no further need for the officer to remain on the reassignment.

D. Personnel assigned on an alternative work schedule shall continue to accrue vacation, holiday and sick leave in accordance with the current accrual rates. When vacation, holiday time or sick leave are used, the employee shall be charged based on actual time taken, calculated hour for hour.

E. Employees on the alternative schedule shall be given a thirty (30) minute meal break per duty shift and two (2) fifteen (15) minute breaks when possible, during which time he/she will remain on duty, in uniform and subject to call. The two (2) breaks and one one-half hour meal break shall be paid time and shall be included in the workday. Employees shall not be eligible for overtime pay for breaks and meal periods not taken due to duties and responsibilities of work assignments.

F. The City agrees to meet and confer regarding any intent to terminate participation in the 3/12 plus 8 plan.

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III. Traffic Enforcement Unit Alternative Work Schedule 4/10

A. Traffic Enforcement Team Officers shall be assigned to work an Alternative Work Schedule known as a 4/10 Alternative Work Schedule. The plan shall consist of four (4), ten hour (10-hour) work days worked consecutively per week in a two (2) week pay period. During the annual Kings County Fair, assigned shift start times shall remain flexible to meet the needs of the Department and to ensure proper rest time for effected personnel.

B. Personnel assigned to the Traffic Enforcement Team shall participate in a mandatory shift rotation and schedule mutually agreed upon by the Chief of Police and the HPOA.

C. For the purpose of clarifying an existing management prerogative, Department Administration may, at its discretion, establish minimum staffing levels. Minimum staffing levels for Traffic Enforcement Personnel include one officer Monday through Friday from 0700-1700 hours.

D. The City shall have the right to flex schedules under any one of the following conditions:
   i. On an as needed basis for emergency situations; and
   ii. During a preplanned event as described above (Annual Kings County Fair).

E. Examples of emergency situations shall be defined but are not limited to, natural disasters, officer involved shooting, major crime event, riot or demonstration, air crash, act of terrorism, or a fire or explosion.

IV. Canine Handler Schedule

Employees assigned to the position of canine handler shall work 3/12 plus 8 plan and will be as follows according the number of canine officers assigned in the department:

Two Canine Handlers – Employees assigned to the position of canine handler shall work 3/12 plus 8 plan. The plan shall have two (2) work weeks per pay-period, a 36 hour work week consisting of three (3) twelve (12) hours shifts and a 44 hour work week consisting of three (3) twelve (12) hour shifts and one eight (8) hour shift equaling 160 hours during each 14 day work period. The duty shifts will be Monday through Wednesday and Thursday through Saturday and rotate working every Sunday. The duty hours shall be 1500 hours to 0300 hours and 1900 hours to 0300 hours on the eight (8) hour day.

Three Canine Handlers – Employees assigned to the position of canine handler shall work 3/12 plus 8 plan. The plan shall have (2) work weeks per pay period, a 36 hour work week consisting of three (3) twelve (12) hours shifts and a 44 hour work week consisting of three (3) twelve (12) hours shifts and one eight (8) hour shift equaling 160 hours during each 14 day work period. The duty shifts will be Monday through Wednesday and Thursday through Saturday and rotate every Sunday. The duty hours for the Monday through Wednesday officers shall be 1500 hours to 0300 hours and 1900 hours to 0300 hours on the eight (8) hour day. The duty shifts for the Thursday through Saturday officers will be

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0700 hours to 1900 hours and 1900 hours to 0700 hours. The eight (8) hour day for the Thursday through Sunday officers will be 1100 hours to 1900 hours and 1900 hours to 0300 hours.

Four Canine Handlers – Employees assigned to the position of canine handler shall fall under the 2.02 Alternative Work Schedule: 3/12 Plus 8 Plan of the MOU.

Canine Handlers shall be paid an additional four (4) hours straight time per week, in addition to their base pay, for such time the canine handler is actually assigned to a canine to care for. This additional pay is to compensate the officer for time spent feeding and caring for the canine. The canine handler shall be subject to all policies developed by the City as they pertain to the care, training and responsibilities of the canine.

2.03 Overtime

I. Administration – It is the policy of the City that overtime work is to be kept to the minimum consistent with protection of life, property, and the efficient operation of the departments and activities of the City and that overtime work be compensated for by time off wherever practicable. All work requiring any employee to work overtime hours must be approved by the Department Head or his/her designated representative prior to the work being performed, with the exception of emergency situations.

In the event compensatory time off is used as the method of compensating for overtime, these hours may be accrued in a bank with a cap of two hundred (200) hours. Employees may cash out any hours in excess of one-hundred (100) during any pay-period. The number of hours that the employee requests to cash out must be indicated by them on their timesheet.

Employees may not use compensation time, holiday bank, or vacation time for the purposes of working an overtime assignment unless mutually agreed upon by the department and the employee.

Employees leaving the municipal service with accrued hours of compensatory time off, shall be paid at the employee's current rate of pay for all accrued hours upon termination.

A. Overtime shall commence at the time an employee reaches the place where he/she is directed to report and shall continue until he/she is released or the work is completed whichever is the earlier except as follows:

1. Employees who attend court outside of Kings County or mandatory training, except a basic academy, shall receive FLSA overtime consistent with existing law.

B. Overtime immediately following a regularly scheduled duty shift will not be subject to a minimum hour guarantee.

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C. It is understood that effective with ratification of the predecessor agreement of February 17, 1998, any hours in a compensatory bank are non-FLSA hours.

II. Traditional Work Schedule - Employees shall receive overtime compensation for time worked in excess of one duty shift and/or five duty shifts as defined above, at time and one-half (T1/2) their base hourly rate, or time and one-half (T1/2) compensatory time off, at the discretion of the Department Head. All hours except sick leave, shall count as hours worked for overtime purposes.

III. Alternative Work Schedule - Employees shall receive overtime for time worked in excess of one duty shift and/or three twelve (12) hour shifts in a thirty-six (36) hour week or three twelve (12) hour shifts and one eight (8) hour shift in a forty-four (44) hour week at time and one-half (T1/2) their base hourly rate or time and one-half (T1/2) compensatory time off, at the discretion of the Department Head.

An employee may not work back to back shifts.

To help insure an employee is adequately rested, management may adjust schedules of affected employees to insure a minimum of eight (8) cumulative non-work hours occur between shifts. An employee may utilize earned vacation time or earned compensatory time to accomplish this purpose. Overtime hours earned by the employee may also be used to offset hours needed to achieve the required rest period as approved by his/her Department Head or designee.

Duty shift overtime assignments shall not exceed two (2) hours immediately following or prior to a regularly scheduled twelve (12) hour shift unless approved by his/her Department Head or designee.

Outside assignments shall be limited to non-duty days. Outside overtime assignments include duty shift coverage, parades, ball games, etc., or any other prescheduled overtime.

IV. Training - employees who attend training programs, meetings, lectures and similar activities outside their regular working hours shall receive overtime compensation if the training meets the following criteria:

A. Training is approved and required by the employee's Department Head.

B. Training is directly related to the employee's present job.

C. Training could not be obtained during the employee's regular working hours.

If employees on their own initiative attend independent schools outside of their regular working hours or work tour, they shall not receive overtime compensation, even if the courses are related to their jobs.

V. Compensatory Time Off ("CTO") shall be granted if requested fourteen (14) days in advance of the effective date, unless it would cause an "undue disruption" to the

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department. An undue disruption shall be defined as CTO which would result in staffing levels falling to more than one officer below minimum staffing. The cost of filling back overtime does not constitute an undue disruption.

A request made within fourteen (14) days of the effective date to be off may be granted at the sole discretion of the Department.

Once granted, CTO shall not be cancelled unless there is an emergency. An emergency may include a critical incident. Examples of such include but are not limited to, natural disasters, officer involved shooting, major crime event, riot or demonstration, air crash, act of terrorism, fire or explosion or an event which causes staffing levels to drop below their prescribed minimums during specified holidays, as defined in the department general orders manual Section 8.1.

VI. Hanford Police Officers Association shall be paid overtime or receive compensatory time off for all time worked beyond eighty-six (86) hours within a fourteen (14) day Fair Labor Standard Act (FLSA) work period. This is a result of the 7(k) FLSA exemption being applied."

All references to the previous FLSA work period will be updated in the MOU. To accommodate the change from a 28-day FLSA work period to a 14-day FLSA work period a 21-day transitional work period will be implemented beginning April 27, 2020.

2.04 Callback

Employees called back to work from their day off, or other off duty hours shall receive overtime compensation as stated above with a three (3) hour minimum guarantee.

2.04.01 Standby Pay

Officers assigned as detectives to the investigations division shall receive $2.80 for each hour assigned for standby pay. Standby time shall be defined as that time, other than the regular duty shift, overtime or call back time, where the employee is required to remain available for call and ready for duty. Detectives and sergeants cannot earn standby pay and regular or overtime pay for the same hour worked.

Detective Standby – Detectives and the Sergeant assigned to the investigations unit shall rotate standby duty every week. The standby assignment will start and end every Monday at 0700 hours. Detectives and sergeants should have a response time no longer than 1-hour. Detectives and sergeants will not be eligible for standby pay Monday through Friday 0700-1700 unless there are no detectives or sergeants on duty.

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2.05 Holidays

I. Employees shall receive up to fifty-six (56) hours of pay per calendar year at straight time in lieu of any holiday time off based on time in service. Two (2) payments will be made annually on pay period thirteen (13) and pay period twenty-six (26) of each year. Following the last payment made for the calendar year (pay period twenty-six), the holiday-in-lieu time will be reset to zero (0).

Employees will be provided a holiday-in-lieu bank of fifty-six (56) hours per calendar year. Such time will be accrued at the rate of 2.153 hours per pay period. Employees may bank up to seventy (70) hours of holiday-in-lieu time. Employees may use this time at the discretion of the Department Head with due consideration of the employee's needs. Holiday time taken is deducted on an hour for hour basis. The employee is ultimately responsible for monitoring his/her/their holiday-in-lieu time and will be able to request cash out hours at their base hourly rate at time of accrual, once they have banked sixty (60) hours. An employee will be able to cash out any hours in excess of sixty (60) hours below sixty (60) have no cash value. Holiday in-lieu time shall be recorded on the employee's timesheet and accounted for through the payroll system. If an employee should reach maximum accumulation cap of seventy (70) hours, holiday in-lieu hours will no longer accrue.

Police Management employees shall receive up to 112 hours of holiday time each calendar year accruing 4.308 hours per-pay period in-lieu of paid holidays. Employees may bank up to seventy (70) hours of holiday-in-lieu time. Employees may use this time at the discretion of the Department Head with due consideration of the employee's needs. Holiday time taken is deducted on an hour for hour basis. The employee is ultimately responsible for monitoring his/her/their holiday in-lieu time and will be able to request to cash out hours at their base hourly rate at time of accrual, once they have banked sixty (60) hours. An employee will be able to cash out any hours in excess of sixty (60). Holiday in-lieu time shall be recorded on the employee's timesheet and accounted for through the payroll system. If an employee should reach the maximum accumulation cap of seventy (70) hours, holiday in-lieu hours will no longer accrue.

II. Compensation at Termination - Regular employees leaving the municipal service with accrued days in lieu of holidays shall be paid the amount of accrued days in lieu of holidays to the date of termination. Regular and probationary employees whose services are terminated for the convenience of the City, other than the result of disciplinary action, shall also be paid for their accrued days in lieu of holidays. Payments for accrued days in lieu of holidays shall be at the employee's current rate of pay.

2.06 Vacation

I. Eligibility - Employees shall complete six (6) months continuous service before using accrued vacation leave. Employees shall not work for the City during their vacation.

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Employees whose scheduled vacations are interrupted or postponed due to industrial injury shall be rescheduled after such injured employee has returned to duty. No vacation previously scheduled shall be lost due to an employee exceeding the vacation accrual during an industrial injury leave.

II. Accrual - Vacation will be accrued and credited on a bi-weekly basis at the following rates for continuous service performed in pay status:

(1) From zero (0) through five (5) years:
3.39 hours per bi-weekly pay period, 88 hours annually

(2) From six (6) through ten (10) years:
4.62 hours per bi-weekly pay period, 120 hours annually

(3) From eleven (11) through (15) years:
5.24 hours per bi-weekly pay period, 136 hours annually

(4) Sixteen (16) or more years:
6.16 hours per bi-weekly pay period, 160 hours annually

3 Limits of Accrual – Such accrual and credit for all employees may not exceed twice the employee's annual rate of accrual.

4 Compensation at Termination - Employees leaving the municipal service with accrued vacation leave shall be paid the amounts of accrued vacation to the date of termination. Employees who terminate employment with the City and who have less than six (6) months of continuous service, shall not be compensated for accrued vacation.

2.07 Sick Leave

I. Definition/Approved Sick Leave Usage:

A. Sick leave is an absence from duty which may be granted by the employer to the employee because of:

a. An illness, injury, exposure to a contagious disease, preventative care, illness or injury of a member of the employee's immediate family requiring the employee's attendance.

b. To attend a medical, dental, or optical appointment if such appointment cannot be scheduled outside of the employee's normal work day.

c. To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate documentation of the need for such services:

i. A temporary restraining order or restraining order;

ii. Other injunctive relief to help ensure the health, safety or welfare of the employee or their children;

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iii. To seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
iv. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault or stalking;
v. To obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking;
vi. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

B. An employee's immediate family shall consist of the employee's: Spouse or registered domestic partner, parent (including step parents), child (including step children), brother, sister, father in-law, mother in-law, brother in-law, sister in-law, aunts, uncles, employee's and spouse's grandparents, grandchildren or any person living in the same household as the employee.

C. An employee may be granted sick leave only in case of actual illness/situation as defined above. In the event that an employee or a member of the employee's immediate family recovers from any such illness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.

D. Sick leave shall be taken in fifteen (15) minute increments.

E. In order to receive compensation while absent on sick leave, an employee shall provide reasonable advance notice to their supervisor of their need to use sick leave if the need is foreseeable (i.e. doctor's appointment scheduled in advance). If the need for sick leave is unforeseeable, including an illness sustained while at work, the employee shall provide notice of the need for the leave to their supervisor as soon as possible, preferably within 1 hour before the time established as the beginning of the employee's work day. In the event that an employee is incapacitated because of illness or injury to the point the employee is unable to contact his/her supervisor, the employee's designated representative (i.e. family member) shall notify the supervisor at the earliest possible moment.

F. If the employee is absent on sick leave for more than one (1) day, the employee shall keep the immediate supervisor informed as to the date the employee expects to return to work.

G. Upon the oral or written request of an employee, the City shall provide paid sick days for the purposes described in previous sections. The City may request a note from a physician after an employee has been absent longer than three consecutive days or shifts, or if evidence suggests that an employee has a demonstrable pattern of abusing the City's sick leave policy. At no time will the City interfere/waive an employee's rights under the Americans with Disabilities Act (ADA) or Health Insurance Portability and Accountability Act (HIPAA).

Attachment: HPOA MOU Final 7-27-22 (Admin: HPOA MOU)

To accurately track sick leave for those who meet the requirements under Federal and State laws (Family Medical Leave Act and California Family Rights Act), the City may require a physician's certification for an employee's own serious health condition or to care for an eligible family member (parent, child, spouse, domestic partner or covered service member).

H. Employees who are on vacation at the time of death of an immediate family member as defined above shall be entitled to substitute bereavement leave for vacation time, consistent with the existing bereavement leave policy. The total period of absence from City employment (vacation and bereavement leave) shall not be extended beyond that time initially approved for vacation, without specific Department Head approval. Unused vacation shall be retained by the affected employee in accordance with the existing vacation policy.

I. Supervisors shall have the discretion to place employees on sick leave when, in the judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's duties.

J. The City shall not deny an employee the right to use sick leave, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use sick leave to attend to an illness or the preventative care of a family member, or for any other reason specified in sections above.

II. Sick Leave May Not Be Used for:

A. An employee serving their initial 90 calendar days of service to the City (unless the employee was rehired within one year of separation, or sustained a work-related injury during their initial 90 days of employment).

B. Sick leave will not be granted to any employee absent from duty during an authorized leave of absence without pay, or any other absence from duty not authorized the City.

C. Sick leave shall not be used in lieu of or in addition to vacation, unless leave is requested for an immediate death in the family or as otherwise defined in this policy.

D. Absence for illness/medical treatments may not be charged to sick leave yet to be accumulated.

III. Accrual. Accumulation and Separation

A. Regular and probationary employees shall be eligible to accrue sick leave at the rate of 3.69 hours, 6.46 hours for sworn Fire Department personnel for each bi-weekly pay period.

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B. There is no limit on the amount of sick leave which can be accumulated and carried over from year to year.

C. Sick leave will be accrued by any employee during the first 90 calendar days of employment. However, only upon the successful completion of 90 days of employment, will the employee be entitled to utilize their accrued sick leave (does not apply to employees rehired within one year of separation).

D. Employees granted a leave of absence with pay (including military leave or other approved leave with pay) shall accrue sick leave as indicated above.

E. Sick leave will not be accrued by an employee absent from duty after separation from service or during an authorized leave of absence without pay.

F. Upon retirement under Public Employees Retirement System, qualifying employees may apply unused sick leave as provided under Section 20862.8 and 20965 of the Government Code.

IV. Reimbursement/Reinstatement of Unused Sick Leave

A. Employees leaving the municipal service shall forfeit all accumulated sick leave unless:

a. Upon retirement under the Public Employees Retirement System, qualifying individual applies unused sick leave as provided under Section 20862.8 and 20965 of the Government Code.

b. The individual is re-hired by the City of Hanford within one year from the date of separation. Previously accrued and unused paid sick days shall be reinstated and the employee shall be entitled to use those previously accrued and unused paid sick days immediately and will accrue additional paid sick hours in accordance to the section above.

c. The employee resumes employment with the City upon release from active military duty, temporary military leave or other approved leave of absence.

V. Abuse of Leave

A. Abuse of an employee's sick leave is defined as a claim of entitlement to sick leave when the employee does not meet the requirements as defined in Section I. If an employee is found to be abusing or misusing their sick leave time, they will be subject to disciplinary action.

2.08 Long Term and Short Term Disability

In order to be eligible for Long Term Disability Leave (LTDL) or Short Term Disability Leave (STDL), an employee must present proof of enrollment in a private, long term or short term

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disability insurance program ("LTDL or STDL Insurance") paid at his or her own cost. In order to be placed on LTDL or STDL, the employee must notify the Chief of Police in writing.

Employees placed on LTDL or STDL must use sick leave at the rate of eight (8) hours per day until LTDL or STDL Insurance benefits begin to be paid to the employee. Thereafter, an employee may use sick leave at the rate of four (4) hours per day in order to utilize the LTDL or STDL Insurance.

Following the exhaustion of vacation and sick leave, the employee will be placed on a medical leave of absence without pay for a period of not more than sixty (60) days per the City's Personnel Rules and Regulations, Section 611.

2.08.01 Catastrophic Leave

The City agrees to establish a catastrophic leave policy for use by employees which shall operate with hours donated and hours used at a one-to-one ratio.

2.09 Bereavement Leave

Each regular employee shall be allowed to use bereavement leave not to exceed one full work week in the event of death in the employee's family. For the purpose of this section only, the employee's family shall mean the spouse, parent, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, or a close relative residing in the household of the employee. Bereavement Leave is categorized as "Other Leave with Pay" for payroll purposes.

2.10 Request for Leave of Absence

I. P4 forms are available to all personnel and are to be initiated by any employee who anticipates any absence, such as vacation, compensatory time off (CTO), shift trades or after a leave of absence it is could not be anticipated such as sick leave. P4's for vacation should be submitted at least thirty (30) days prior to the desired date.

II. An employee who has accrued compensatory time on the books and requests use of the time off shall submit a P4 request to his immediate supervisory fourteen (14) days prior to the time off, but not longer than thirty (30) days prior to. Comp time will be granted until staffing levels fall to one officer below minimum staffing.

P4's submitted longer than thirty (30) days in advance of the requested time off will not be accepted, nor count, toward the earliest P4 received in regards to the granting of CTO. CTO requests made within fourteen (14) days will be granted or denied at the sole discretion of the department.

CTO requests made for the holiday of New Years Eve or the days affecting the Kings County Fair, will be at the sole discretion of the department or its acting supervisor. On

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the holidays of Christmas Day, Christmas Eve, Thanksgiving, Memorial Day, or Easter, CTO shall be granted by the department or its supervisor, if requested, down to minimum staffing levels. In addition, CTO that is approved will be granted in order from the first P4 received within the fourteen (14) to thirty (30) days guidelines, with no regard for rank or seniority.

In order to request CTO, the employee must have the requested amount of time-off on the books at the time of the request.

A. Once a P4 is signed by the department or its supervisor, it shall not be rescinded unless one of the following conditions is met:

B. The department is involved in a critical incident or other emergency such as, but not limited to:
   1. Natural disaster;
   2. Officer crime event;
   3. Major crime event;
   4. Riot, demonstration;
   5. Air crash;
   6. Act of terrorism;
   7. Fire or explosion.

C. An event occurs which drops staffing levels below their prescribed minimums on one of the above-mentioned holidays or events. If this occurred, it could result in a cancellation of the CTO.

III. Every effort should be made to notify the employee of the status of the request both verbally and in writing within 48 hours after submission.

2.11 Tuition Reimbursement

Pursuant to Administrative Regulation 1.13, regular employees are eligible to receive tuition reimbursement up to $5,000 per fiscal year for courses taken to obtain a bachelor's, master's or doctoral degree only (no training/certificate work).

2.12 Compensation for Police Services

Employees providing police services to private persons, clubs, organizations, etc., through a City contract, shall receive the appropriate hourly rate as listed in the compensation plan on a three-hour minimum basis. Employees providing police services for City sponsored functions shall be paid at their base hourly rate as listed in the compensation plan.

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2.13 Mileage Reimbursement

Employees required to use their private automobile for authorized City business shall receive mileage reimbursement at the current IRS approved rate.

2.14 Uniform Allowance

New employees shall be paid an initial $500 for the appropriate uniform for the first year of employment within one (1) month of the date of hire. In the event such new employees do not attain permanent status with a completion of probationary period with the City, such employees shall return to the City fifty percent (50%) of the cost of the uniforms. After the first year of employment, the employee is eligible for a pro-rated uniform allowance based on the number of months remaining in the calendar year.

Employees shall receive an annual uniform/clothing allowance of $1,200.

The City shall furnish each newly hired police officer the appropriate safety equipment approved by the Department. This equipment is to be consistent with the standard equipment issued to other officers.

For officers assigned to the motorcycle traffic unit, the City shall furnish safety equipment consisting of: a motorcycle helmet with communications equipment, a leather police motorcycle jacket, one (1) pair winter gloves and one (1) pair of chromatic type sun glasses. Such equipment shall remain the property of the City and shall be turned in upon completion of the assignment. The City will also provide for two (2) pair of uniform riding breeches and one (1) pair of motorcycle boots. Should the uniform breeches, boots, or safety type sun glasses be damaged as a direct result of the motorcycle assignment, replacement by the City will be evaluated on a case by case basis. Should an assigned officer require prescription glasses, the City will provide funds equal to the cost of issued safety glasses towards the purchase of chromatic type of prescription safety glasses. Such equipment shall remain the property of the City and shall be turned in upon separation from the Department.

Effective July 2013, motorcycle boots worn by the traffic officers will be replaced by the City every four (4) years. In addition, the safety type sun glasses worn by the traffic officers will be replaced every year, at a cost not to exceed $125.00 for each officers' replacement.

2.15 Health and Life Insurance

Medical
The City shall offer optional medical plans including but not limited to a PPO, EPO and/or a high deductible plan with employee sponsored Health Savings Account (HSA), if applicable. The City shall pay sixty percent (60%) of the total premium cost of all regular and probationary employees, and their dependents, who elect the PPO plan.

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Dental
The City shall pay sixty percent (60%) of the total premium cost of all regular and probationary employees, and their dependents, who elect a dental plan.

Vision
The City shall pay one hundred percent (100%) of the total premium cost of all regular and probationary employees who elect an employee only vision plan. The City shall pay sixty percent (60%) of the total premium cost of all regular and probationary employees, who elect a vision plan with dependent coverage.

Six months of health benefits shall be provided to a surviving spouse and dependents of a Police Officer who passes away in the line of duty. Surviving dependents must meet the eligibility requirements as outlined in the City's health plan documents.

Effective January 1, 2023, the City will pay the premium of a group life insurance policy (amount to be determined). The City also provides employees an option to purchase additional life insurance at the employee's expense.

2.16 POST Certificate Incentive Pay

All employees with the exception of Police Lieutenants and Police Captains shall be eligible to receive POST certificate incentive payments based on the following certificates:

1. For the award of the Intermediate POST Certificate: 5.0% of base salary payable with the normal payroll.

2. For the award of the Advanced POST Certificate: 2.5% of base salary payable with the normal payroll.

Police Lieutenants and Police Captains shall be eligible to receive POST certificate incentive payments based on the following certificates:

1. For the award of the Advanced POST Certificate: 5.0% of base salary payable with the normal payroll.

2. For the award of Supervisory POST Certificate: 2.5% of base salary payable with normal payroll.

Upon the police department receiving the State of California, Department of Justice Certificate Application (POST 2-116) from the applying officer, the Police Department will confirm the necessary education, training points and length of service for the POST Certificate that the officer is applying for. Upon confirmation that these suffice for the incentive, the department will note the date on the application and forward it to the State of California Peace Officers Standards and Training. The officer will start to receive the proper incentive pay at the next scheduled full pay period.

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It is the officer's responsibility to make sure that the form is filled out completely and correctly. Any returns for correction(s) or for insufficient credits and/or time as a police officer shall be deemed to be the employee's responsibility. Any monetary incentive that has been paid prematurely to the officer based on the above will be paid back to the city by the officer.

In all other cases, the City will make payment of POST certificate incentive pay commencing the first full pay period following receipt and acceptance by the City of the POST certificate.

2.17 Retirement

The City shall provide the 3% @ 55 retirement plan as provided under the California Public Employees (CalPERS) retirement system.

Employees will pay 100% of their 9% employee share of retirement contributions. The City no longer reports EPMC as special compensation to CalPERS.

Employee contributions made by the employees are made on a pre-tax basis.

Employees starting on or after January 1, 2013, shall have a retirement formula of 2.7% at 57, unless they are deemed CLASSIC Retirement members under PEPRA, at which time they will fall under the PEPRA guidelines.

The City shall provide Section 21574 – The Fourth Level of 1959 Survivor Benefit Program for Local Members provided by CalPERS.

2.18 Field Training Officer Differential Pay

Employees assigned to act as a Field Training Officer shall receive an additional 2.5% above their base wage during their field training assignment.

2.19 Dues Deduction

It is mutually agreed that the City will, during the term of this MOU deduct, without charge, dues from the pay of those employees who individually provide written authorization for such dues in an amount certified to be current and correct by the President of the HPOA. There shall be no more than one deduction per pay period and the total of such deductions shall be remitted by the City to the HPOA. "Dues" in this context means any deduction voluntarily authorized by an Association member City employee.

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2.20 Bilingual Pay

The City agrees to compensate eligible employees for utilization of their bilingual skills as determined by the City pursuant to administrative regulation 1.12. Eligible employees shall receive a five percent (5%) stipend for the use of their bilingual skills. The administrative regulation as contained herein cannot be changed except through the meet and confer process.

2.21 Traffic Enforcement and Safety Team, Motorcycle Unit

Employees assigned to act as Police Officers for the Traffic Enforcement and Safety Team Motorcycle Unit shall receive an additional five percent (5%) above their base wage during the term of their assignments.

2.22 Internal Affairs and Disciplinary Action Time Frame

Internal Affairs Investigations shall be completed in a timely manner pursuant to Government Code §3304.

2.23 Grooming Standards

The Police Department and HPOA agree to meet and confer following ratification of this agreement to make adjustments regarding the Department facial hair policy, and to discuss the Department tattoo policy.

2.24 Ballistic Vests

The City shall provide a Department specified Level III ballistic vest. All uniformed employees shall be required to wear the Department specified vest. The allotment for replacement of vests will be repeated each six (6) years beginning the first quarter of the sixth year (2001). The purchase shall be on a rotational basis based on the age of the current vests. All new hires shall receive a Level III ballistic vest.

2.25 Specialty Pay

Employees assigned to act as Police Officers for the Homeless Assistance Resource Team, Community Corrections Partnership, Gang Task Force or Narcotics Task Force, POP, or assigned as an Investigator, or to serve in the capacity of a School Resource Officer or Park Resource Officer shall receive an additional five percent (5%) above their base wage during the term of his/her assignment. Employees which are currently receiving Corporal or specialty pay shall not receive another additional 5% pay while working a task force.

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2.26 Travel

The City shall pay per diem at the current IRS approved rates to officers when overnight travel is required. The daily commuter allowance and per diem for travel days shall be paid at the current IRS approved rates. No food receipts will be required for the per diem or commuter allowance.

Travel reimbursements to employees will occur within forty-five (45) days of the completed claim being submitted to the Finance Department.

A City issued CAL CARD Credit Card is issued to the Police Chief and other department staff as designated by the Police Chief for department use in order to arrange travel arrangements for the official duties of officers in accordance with the City's Cal Card Purchasing Policy.

2.27 POST Physical Examinations

The City no longer provides post-employment physical examinations for police unit employees. The physicals will be covered through the City's health plan.

2.28 Employee Medical Plan

The City will cooperate with an employee only contribution to a retirement medical plan.

2.29 Direct Deposit of Payroll Checks

All new employees hired on or after date of ratification shall be subject to mandatory participation in the direct deposit of their City payroll checks. Prior to the commencement of employment, any such employee shall complete a direct deposit sign-up/authorization form for the direct deposit of the payroll check.

2.30 Longevity Pay

Employees shall be eligible to receive five percent (5%) above their base wage in recognition of longevity pay upon completion of ten (10) years of California Peace Officer Standard and Training (POST) qualified sworn peace officer full time employment (does not include time spent as a volunteer or Reserve Police Officer). An eligible Police Officer, Police Corporal or Police Sergeant shall be placed on the next step in the range (6 or 7) in recognition of longevity pay.

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2.31 Deferred Compensation

I. Employees covered in this agreement are eligible to receive matched employer contributions for deferred compensation up to $75.00 per pay period for the term of this MOU.

II. Those members that are currently in the City of Hanford ICMA Deferred Compensation plan will have their contribution matched up to $75.00 (seventy-five dollars) per pay period retroactive to the first full pay period of July 2013.

2.32 Probationary Period

A. Original Appointments
Any person appointed to an authorized position in the Employee Compensation Plan shall complete a probationary period fixed by the Personnel Officer at the time of appointment of at least eighteen (18) continuous months of service. Any original probationary period may be extended one or more times with the approval of the City Manager, for a total probationary period extension not to exceed an additional six (6) months, where the Personnel Officer finds that extraordinary conditions justify such extension. Lateral hires whose FTO period does not exceed 6 weeks shall have a 12 month probationary period.

B. Promotions
The probationary period for all promoted employees shall be fixed by the Personnel Officer at the time of appointment and shall be at least six (6) continuous months of service in the employee's new position. Any original probationary period for promoted employees may be extended one or more times with the approval of the City Manager, for a probationary period not to exceed an additional six (6) months, where the Personnel Officer finds that extraordinary conditions justify such extension.

C. Calculation
A probationary period shall date from the time of appointment to an authorized position in the Employee Compensation Plan. Unpaid leaves of absence for any reason during the probationary period shall not be counted toward completion of the probationary period.

D. Release and Discipline of Probationer
During the original probationary period, an employee may be released from their position or disciplined by the City Manager or Department Head at any time and without cause, without any right of appeal or the right to submit a grievance. During the promotional probationary period, any employee may be released from their position by the City Manager or Department Head but maintain their seniority and bumping rights as defined in Section 4 of the City of Hanford's Personnel Rules and Regulations.

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2.33 Performance Evaluation

I. Performance Appraisal

The department shall prepare a performance appraisal for each employee accordingly:

For employees with an 18 month probationary period, performance evaluations will be completed at 6 months and at 18 months prior to the expiration of the probationary period and then conducted on an annual basis.

For employees with a 12 month or less probationary period, performance evaluations will be conducted at 6 month intervals until they are released from probation and then conducted on an annual basis.

Unless the Department extends the probationary period or takes action to separate the employee during the probationary period, the probationer shall acquire regular status at the end of the probationary period.

After the probationary period, the Department shall prepare a performance appraisal for each employee at least every twelve (12) months based on the prior calendar years' performance. Annual regular employee performance evaluations shall be submitted by the Department to the Human Resources Office.

Regular employees in the top step of their salary range shall receive an evaluation prior to their annual evaluation date.

No performance evaluations shall be transmitted to the City's personnel files until the employee has reviewed or been given the opportunity to review the evaluation with the rating supervisor, and if requested by the employee, such employee has reviewed or been given the opportunity to review the evaluation personally with the Chief of Police. The employee has the right to read, sign, and file a written response to both favorable and unfavorable entries. Signing is not an admission by the employee of the truth of such entries, but rather only and acknowledgement of notification. An employee's written response, if any, shall be attached to and become a permanent part of the employee's evaluation and shall be transmitted to the City's personnel files. The performance appraisal is not subject to appeal through the grievance and/or disciplinary appeal procedures. All employees, however, have a right to meet with the Chief of Police to address concerns about their performance evaluation.

Nothing in this section shall preclude the Hanford Police Department from conducting special evaluations at an interval they determine is appropriate. A special evaluation does not take the place of a regularly scheduled evaluation.

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2.34 New Hire Orientations

The City will notify the HPOA President when a new employee has been hired. The Police Department will provide the new employee with one (1) hour to meet with HPOA representatives within their first pay-period worked.

2.35 Community Involvement (Volunteer Work)

Upon approval by the Chief of Police, an employee may receive up to twelve (12) hours of flex time per fiscal year for volunteer work.

2.36 Acting Pay

Whenever an employee is temporarily assigned to a position in a higher classification for a period of more than five (5) days, they shall be compensated at the rate of the classification he/she is required to work. Increase in pay shall be at A step or the step that provides the employee with a minimum of five percent (5%) increase. If the assignment is to a vacant position currently being recruited for, hours worked shall not exceed 960 hours in a fiscal year in compliance with Government Code 20480.

2.37 Working out of Classification

Whenever an employee is temporarily assigned additional duties for a period of more than five (5) days, he/she shall be compensated an additional five percent (5%) above his/her base pay.

2.38 Public Records Act Request (Senate Bill 1421)

Within five (5) days of receiving any Public Records Act request involving a Police Officer, the Police Department and/or City will notify in writing the Police Officer named in the request as well as the HPOA President.

2.39 Management Leave

The City shall provide a Management Leave Plan for Police Lieutenants and Captains.

Effective PP001 in 2023 Police Lieutenants and Captains shall receive 64 hours of Management Leave. It is preferred that Management Leave be used as time off. An employee may also cash out their Management Leave or convert their pay out to deferred compensation by completing the required form and returning it to the Human Resources office in advance of the payroll deadline. Any Management Leave hours not taken by PP025 will be cashed out in PP026. Under no circumstances shall available Management Leave hours be carried over to a new calendar year.

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Police Lieutenants and Captains who are hired throughout the year will receive a pro-rated amount of Management Leave hours and shall follow the Management Leave Plan as noted in the paragraph above.

Police Lieutenants and Captains who leave the City of Hanford with Management Leave hours available will be cashed out their balance in their final paycheck.

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SECTION 3

3.01 Disciplinary Action

The entire discipline policy is being listed in this document for communication purposes. The City does not abdicate any of its right by so listing in this document.

I. Definition - As used, "disciplinary action" shall mean written reprimand, reduction in salary, demotion, suspension or discharge.

II. Causes for Disciplinary Action - Causes for disciplinary action against any employee may include, but shall not be limited to, the following:

A. Fraud in securing appointment;
B. Inexcusable neglect of duty;
C. Insubordination;
D. Dishonesty;
E. Drunkenness on duty;
F. Intemperance;
G. Unlawful use, sale or possession of narcotics or habit forming drugs;
H. Absence without leave;
I. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
J. Immorality;
K. Discourteous treatment of the public or other employees;
L. Improper political activity as defined by State Law;
M. Willful violation of safety, endangering property and persons;
N. Misuse of City property;
O. Violation of any of the provisions of these working Rules and Regulations, or departmental Rules and Regulations;
P. Other failure of good behavior either during or outside of duty hours which is of such a nature that causes discredit to the City;
Q. Refusal to take or subscribe to any oath or affirmation which is required by law in connection with his/her employment;

III. Persons by Whom Disciplinary Action May Be Taken – Notice, Service, Contents: The City Manager or any Department Head may take disciplinary action against an employee under his/her control as set forth in II above by notifying the employee in writing of the proposed discipline.

Disciplinary action against regular employees is valid in the absence of an emergency affecting the public safety and welfare as determined by the City, only if a written notice is served on the employee and filed with the Personnel Office not later than ten (10) calendar days prior to the date of the proposed action. The notice shall be served upon the employee personally and shall include:

A. A statement of the nature of the disciplinary action;
B. The effective date of the proposed action;

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C. A statement of the causes therefor;
D. A statement in ordinary and concise language of the act or omissions upon which the causes are based;
E. A statement advising the employee that copies of files and records bearing on the matter are available to the employee;
F. A statement advising the employee of his/her right to respond, either orally or in writing, to the authority taking the action.

IV. Right To Respond - Any regular employee shall have the right to respond, either orally or in writing, to the authority imposing disciplinary action and have the response considered prior to the discipline being imposed. Such a response must be made within ten (10) calendar days after receipt of the written notice of the proposed disciplinary action. Failure to respond within such period constitutes a waiver of the right to respond; however, a failure to respond shall not affect the employee's right to appeal the disciplinary action as provided in Section V. After reviewing the employee's response, the Department Head shall notify the employee in writing of his/her decision to dismiss, modify or impose the proposed discipline.

V. Right of Appeal - Any regular employee shall have the right of appeal from any disciplinary action by his/her Department Head or the City Manager imposed pursuant to Section 3.01, III. Such appeal must be filed in writing with the City Manager within five (5) working days of the date of service of the notice of disciplinary action. Failure to file an appeal within such period constitutes a waiver of right of appeal.

Neither the provisions of this section shall apply to reductions in force or reductions in pay which are part of a general plan to reduce or adjust salaries and wages.

Except in the case of danger to the public well-being, the employee's safety, other employee's safety, or alleged acts of moral turpitude, no discipline shall be imposed prior to the completion of the appeal process.

Upon expiration of the period allowed for employee response, and Skelley hearing, and after having given consideration to any response filed by the affected employee, the City Manager or department head may impose appropriate disciplinary action on Lieutenants and Captains.

VI. Hearing - The employee (or his/her representative) and the City shall jointly pick a Hearing Officer to hear the appeal within five (5) calendar days of the filing of the appeal. If the parties are unable to agree on a Hearing Officer, the employee (or his/her representative) and the City shall no later than the next work day, jointly request a list of names of five (5) neutrals from the California State Conciliation Service. Within fifteen (15) calendar days after receiving the list of neutrals, the employee (or his/her representative) and the City shall select a Hearing Officer from that list by alternately striking names from the list. The first option to strike shall be determined by lot.

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The cost of the services of the Hearing Officer shall be borne by the losing party. In the event the Hearing Officer makes a compromise decision, he/she shall determine the costs to be borne by each party based on the relative merit of their respective cases.

The Hearing shall be held within twenty (20) calendar days of the selection of the Hearing Officer or as agreed upon by the parties. The Hearing Officer may continue the hearing either for the convenience of the City or upon written application of the employee, for a period not to exceed an additional ten (10) calendar days from the date of the scheduled hearing. Written notice of the time and place of the hearing, and any continuance thereof, shall be provided the employee. Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code. The Hearing Officer shall determine need for counsel and the procedures under which the hearing will be conducted. Such procedures shall comply with State Law and the provisions of this section.

The hearing shall be closed, except to necessary parties, unless the employee or the HPOA requests, in writing, that the hearing be open to the general public. All witnesses, except the employee, shall be excluded from the open hearing process.

The findings of the Hearing Officer shall be rendered within fifteen (15) calendar days of the hearing and shall be advisory only to the City Manager.

Nothing in these rules shall be construed as to bind the City or the City Manager to any findings of the Hearing Officer.

VII. Decisions - The City Manager shall render a written decision within twenty (20) working days after receiving the advisory findings of the Hearing Officer. The City Manager's decision shall be final and conclusive. A copy of such decision shall be forwarded to the employee. If the disciplinary action taken against the employee is reversed or modified by the City Manager, the employee may be compensated, in whole or in part, for the time lost as determined by the City Manager.

VIII. Representation - Any City employee, other than those appointed to Middle Management, and confidential classifications as provided in Sec. 1208 Hanford Rules and Regulations, shall be permitted to represent another City employee or group of City employees at the hearing of the appeal. The employee may represent himself/herself or be represented by counsel.

IX. Notices to Witnesses: Cost - The City Manager shall cause subpoenas for the appearances of witnesses for the employee upon his/her written request and at the employee's cost. The City Manager may require such cost to be prepaid and the same shall be limited to the fee and mileage of witnesses as set forth in Sections 11510, 68093, 68097 of the Government Code.

X. Failure of Employee to Appear at Hearing - Failure of the employee to appear at the hearing shall be deemed a withdrawal of his/her appeal and action of the City Manager or Department Head shall be final.

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XI. Failure to Directly Serve Employee - In the event that any notice required by the provisions of this Chapter to be served upon the employee personally cannot be effected by reasons of the employee being unavailable for such personal service, such notice may be served upon said employee by certified mail, postage prepaid, and deposited in the United States Mail. Such notice shall be effective and constitutes receipt by the employee upon the deposit in the United States Post Office.

XII. Effect of Certain Disciplinary Actions:

A. Written reprimand. Employee's receiving a written reprimand shall have a copy of the reprimand filed in his/her permanent record for future reference. Each employee's permanent record is his/her personnel jacket kept in the Personnel Office.

B. Reduction in salary. Employee is placed at a lower salary step within current range.

C. Demotion. Employee is moved from one class to another class having a lower maximum rate of pay.

D. Suspension. Employees suspended from the municipal service shall forfeit all rights, privileges and salary while on such suspension with the exception of group health and life insurance benefits.

E. Discharge. Employees terminated shall be paid salary, vacation or paid days in lieu of holidays accumulated to the effective date of termination as specified in this document.

XIII. Releasing of Information Relative To Disciplinary Action - In the interest of preventing undue embarrassment and subsequent loss of ability to perform City work effectively, the following policy will prevail regarding release of information to the news media on personnel actions:

A. No information will be released without prior approval of the City Manager.
B. No information will be released until final action has been determined and taken.
C. Even after final disposition of the matter, no details will be released other than the exact nature of the action taken.

The foregoing personnel procedures are sanctioned under the Ralph M. Brown Act and related laws. The Attorney General's opinions interpreting G. C. Section 54957 are as follows:

> "The purpose of Section 54957 is to protect individual public employees and officers from unfavorable publicity, and to permit private inquiry into the employee's activities, or investigation of charges against such employees."

Attachment: HPOA MOU Final 7-27-22 (Admin: HPOA MOU)

XIV. Actions Not Subject to Rule 10 of the Merit System Rules and Regulations

A. Oral reprimand. Employee's receiving an oral reprimand may have it noted in his/her departmental record by the Department Head.

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SECTION 4

4.01 Grievance Procedures

The entire grievance procedure is listed in this document for communication purposes. The City does not abdicate any of its rights by so listing.

I. Purpose - Grievance procedures for employees are provided herein:

A. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.

B. To afford employees individually or through qualified employee organizations a systematic means of obtaining further considerations of problems after every other reasonable effort has failed to resolve them through discussions.

C. To provide that grievances shall be settled as near as possible to the point of origin.

D. To provide that grievances shall be heard and settled as informally as possible.

II. Definition and Matters Subject to Grievance Procedures:

A. A grievance is defined as follows: An alleged violation or improper application of the City or departmental rules and regulations and/or the current MOU, filed by one or more employees.

B. Matters subject to grievance procedures: Any City employee shall have the right to present a grievance concerning matters listed below for which appeal is not provided or is not prohibited under provisions of 3.01:

1. Improper application of City or departmental rules, regulations, and/or current MOU.

III. Informal Grievance Procedure - An employee should first attempt to resolve a grievance or complaint through discussion with his/her immediate supervisor no later than twenty (20) days after the employee knew or should have known of the occurrence of the incident which gave rise to the grievance. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her immediate superior, if any. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision. If the employee is not in agreement with the decision reached through such discussion, he/she shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of his/her superior or superiors. An informal grievance shall not be taken above the department head.

IV. Formal Grievance Procedure - Formal grievance procedure after exhaustion of the informal grievance procedure shall proceed as follows:

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A. Department review. The grievance shall be presented in writing to the employee's Department Head who shall discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The Department Head shall render his/her decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the grievance. If the employee does not agree with the decision reached, or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance in writing to the City Manager.

Failure of the employee to take further action within ten (10) calendar days after receipt of the decision or within a total twenty-five (25) calendar days if no decision is rendered, will constitute withdrawal of the grievance.

B. City Manager review. Upon receiving the grievance the City Manager, or his/her designated representative, shall discuss the grievance with the employee, his/her representative, if any, and with all other appropriate persons. The City Manager may designate a fact-finding committee or an officer not in the normal line of supervision to advise him/her concerning the grievance. The City Manager shall render a decision in writing to the employee within twenty (20) calendar days after receiving the grievance. The decision of the City Manager shall be final.

V. Conduct of Grievance Procedure:

A. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.

B. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her grievance at any level of review.

C. Employees shall be free from reprisal for using the grievance procedure.

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SECTION 5

5.01 Conclusiveness

A. The provisions expressly stated in this MOU may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the HPOA and the City in a written and signed amendment to this agreement.

B. The HPOA and the City agree that during the negotiations which resulted in this MOU each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation. Therefore, during the term of this agreement, neither the City nor the HPOA shall be obligated to meet and confer on any matter:

1. Whether or not specifically referred to in this MOU;

2. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;

3. Whether or not the matters were proposed and later withdrawn during negotiations.

C. Except that: In order to meet an emergent situation the City may change a written policy affecting wages, hours and other terms and conditions of employment which is not specifically set forth in this MOU. The City shall notify the HPOA of its intention to so do. If the HPOA does not respond within ten (10) calendar days from the date of mailing of such notification the City shall assume that the HPOA does not wish to meet and confer on the change in policy. In an emergency, the City retains the right to take such action immediately. The HPOA will be offered the opportunity to meet and confer as soon as practicable.

D. The City may re-open negotiations regarding economic items if the City Council declares a fiscal emergency during the term of the agreement (July 1, 2022 through June 30, 2025).

5.02 Accumulation/Vesting

The City and the HPOA agree that nothing contained in this MOU shall be interpreted as to imply or permit the accumulation, vesting or divesting, of any written or unwritten employee right or privilege beyond the termination date of this MOU.

5.03 Savings Clause

If any provision of this MOU or any addendum thereto should be held to be invalid by operation of law or by a tribunal of competent jurisdiction or if compliance or enforcement of any

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provision should be restrained by such tribunal or the enactment of superseding rule, regulation, law or order by any governmental authority other than the City, such provision shall be immediately suspended and be of no force and effect, and the parties shall immediately begin the meet and confer process for the purpose of arriving at a mutually satisfactory replacement for such provision. Invalidation of a part or portion of this MOU shall not invalidate any remaining portions unless those remaining portions were contingent upon the operations of the invalidated provision.

5.04 Non Discrimination

Both the City and the HPOA agree that they shall not unlawfully discriminate against any employee on the basis of age, race, sex, disability/handicap, creed, color, national origin or ancestry, pregnancy, marital status, medical condition or sexual orientation. Neither the City nor the HPOA shall interfere with intimidate, restrain, coerce, or discriminate against any employee because of the exercise of rights to engage or not engage in lawful HPOA activity.

5.05 Term

This MOU shall be effective for the period of July 1, 2022, through and inclusive of June 30, 2025. The provisions of this MOU shall not take effect until ratified by both the Hanford City Council and the general membership of the Hanford Police Officers Association.

Agreed upon July 27, 2022

For the City:

/s/	/s/
Che Johnson Attorney- Liebert Cassidy Whitmore	Parker Sever Chief of Police
/s/	/s/
Chris Tavarez Finance Director	Sarah Cardoza Human Resources Manager

For HPOA:

/s/	/s/
Gary Messing Attorney- Messing Adam & Jasmine	Brent McCreary HPOA President

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AGENDA
STAFF REPORT

MEETING DATE: 8/2/2022	**AGENDA SECTION:** E

SUBJECT:
Parks and Community Services: Agreement with Magic Ice Inc. for the rental of a 70’ x 100’ ice rink for the Winter Wonderland Event for $154,890.

RECOMMENDATION:
That Council, by motion, authorizes the City Manager to execute the agreement with Magic Ice Inc. for $154,890 for the nine-week rental of an ice rink for the Winter Wonderland Event.

BACKGROUND:
Overall, last year’s Winter Wonderland event surpassed all expectations. The overwhelming support from local businesses, the patrons, and community pride came when it was most needed. Last year’s event sold over 13,000 tickets and surpassed revenue projections.

During the Winter Wonderland debriefing presentation to Council on August 3, 2021, an overwhelming recommendation was to secure a larger ice rink for the 22/23 Winter Wonderland Event. Last year’s ice rink was 50’ x 70’ (3,500 square feet), and this year is 60’ x 100’ (6,000 square feet). The larger ice rink will accommodate 25% more skaters per session, reduce crowding, and increase revenue generation. In addition, a Zamboni ice resurfacer is included, which will reduce labor costs, improve efficiency, and decrease the time needed to groom the ice between each session.

FISCAL IMPACT:
The $154,890 ice rink rental fee has been appropriated in the FY 22/23 Annual Budget within Division 1721000.

ATTACHMENTS:
Magic Ice Agreement 2022

RENTAL AGREEMENT

Magic Ice USA, Inc., a Florida corporation ("Rental Company") and the Renter listed below as ("Renter") hereby enter this equipment Rental Agreement ("Agreement") this _____ day of _____, 2022.

Renter Entering Rental Agreement:

Contact Name:	Bradley Albert
Company Name Entering Agreement:	City of Hanford, CA
Address:	C/0 Brad Albert 321 N. Douty St - Ste B
City, State, Zip Code:	Hanford, CA 92330
Email Address:	balbert@cityofhanfordca.com
Contact Number:	559-585-2527

Address For Shipping & Set-Up

Civic Park
400 N. Douty Street
Hanford, California 93230

_____

_____

Term By Date:	Estimated Installation Date:	November 7, 2022
	Start-Up Date:	November 19, 2022
	Shut Down Date:	January 8, 2023
	Estimated Removal Completion Date:	January 20, 2023

Agreement Term In Years: One (1)

THEREFORE, in consideration of the mutual promises and benefits contained herein, the adequacy and receipt of which is acknowledged by both parties to this Agreement, Rental Company and Renter agree as follows:

1) **Rental Company** represents and warrants that it has the expertise and ability to install and remove a portable ice skating rink, slide, or other ice rink-related rental components and services as described in Exhibit "A": of this Agreement.

2) **Rental Company** represents and warrants that it has the skill, knowledge, and ability to safely and reasonably provide and install said ice attraction.

3) **Documents:** Critical documents are listed as the following Exhibits and are integral to this Agreement:

Exhibit "A" Detailed Scope of Services by Rental Company
Exhibit "B" Exclusions & Owner/Renter Obligations
Exhibit "C" Multi-Year Discount Opportunity
Exhibit "D" Insurance Provisions
Exhibit "E" Original Magic Ice Proposal
Exhibit "F" Insurance Provisions

4) **Recitals**: The recitals listed above as Exhibits are true and correct and incorporated by reference into this Agreement and are an integral part of this Agreement. During the term of this Agreement, Rental Company will provide to Renter the complete equipment rental, installation, and removal of a temporary ice activity as denoted on the attached Exhibit "A" Scope of Services.

5) **Rental Fee Contingent on Agreement Date:** Rental Company will provide a discount for the early commitment for equipment and services to better plan its resource requirements. The Pricing Structure was denoted in the proposal document attached as Exhibit "E".

6) **Agreement Sum:** $154,890.00 USD

The Renter shall acknowledge the Rental Company's investment required to create the first season's holiday-season ice attraction. The Renter shall declare the Rental Company to be its EXCLUSIVE SUPPLIER of the ice attraction equipment for the term and price listed. Renter acknowledges the optional discount of a multi-year agreement can only be applied in consecutive years as part of the agreement. If at any point during the term of this agreement or afterwards, Magic Ice is not the Exclusive Provider of the ice attraction, then any multi-year discounts offered will reset to the current pricing at that time.

7) **Payment Terms:** Payment shall be in the following schedule:

Initial Investment/Deposit Date & Amount	$77,445.00USD	With Signed Agreement
Payment Two (2)	$61,956.00USD	October 1, 2022
Payment Three (3)	$15,489.00USD	Before Ice Rink Ships to site

8) **Billing and Payment Terms:** Unless noted otherwise in Exhibit "A", unloading, startup, rigging, installation, and piping/hoses are included by the Rental Company. The Renters licensed electrical contractor must conduct the connection and disconnection of electrical work. If Rental Company performs any of the foregoing, the charges for such services or any items listed on Exhibit "B: will be billed to Renter. Any additional costs or reimbursable expenses shall be billed monthly and due upon receipt.

9) **Late Deposit Payments**: The Renter will be given a 10-day cure period beyond the agreed-upon dates. If payment is not received within the cure period, it is considered a default, and the default provisions apply at the discretion of the Rental Company.

10) **Late Payment**: If any payment is not tendered when due, in addition to all other remedies available to Rental Company under this Agreement or applicable law, Renter shall pay Rental Company a late charge from the date such payment becomes due of 1 ½ % per month or the highest legally permitted interest rate, whichever is less, on balance past due.

11) **Site Preparation:** Renter is required at their own expense to have the following ready at the site in accordance with Exhibit "B" before the installation of the equipment: If the requirements of Exhibit "B" are not provided prior to, or at the time of installation, and the failure to provide causes a delay with installation, at Rental Company's option and in Rental Company's sole and absolute discretion, Rental Company can impose on Renter a delay charge of $950.00 per day but will not be enforced if a force majeure event prevents renter from preparing the site. Other than that rental company can impose on renter a delay charge of $950.00 per day. .

12) **Renters' Acknowledgement of Obligations:** The signature by the Renter is an acknowledgment of their receipt and understanding of their responsibilities listed in Exhibit "B."

13) **Term of Rental:** The term of the first-year rental is defined as the dates for term on the face of the Agreement, which includes an anticipated period for installation and removal. Dates of operation are tentatively estimated to be 14 days after arrival and 14 days after closing operations unless listed otherwise. While the Rental Company will use reasonable efforts to install and remove within the time period above-stated, unforeseen problems and mechanical difficulties may delay the actual times of installation. The Rental Company will attempt to correct all delays as quickly as possible. If, however, the equipment fails at no fault of the Renter and the ice rink is unavailable for use for ten (10) consecutive days, Renter may terminate this Agreement by giving written notice to Rental Company. Upon such termination, Renter will be entitled to a pro rata refund of previously paid rental charges; the refund will reflect the number of days remaining in the term following the effective date of termination.

14) **Equipment of Agreement:** The Renter understands and expects the equipment being provided is likely not new equipment. Rental Company shall provide equipment in good condition suitable for the application and following the industry standard for ice rink rental equipment. Rental Company makes no warranties or guarantees, either express or implied, regarding the merchantability and fitness of the equipment being rented for any particular purpose. We will specifically warrant that the ice rink is suitable for use as an ice rink.

15) **Currency:** Unless otherwise specified, all prices included in this document are reflected in USA Dollars.

16) **Invoice Interval:** All monthly pricing is based on a 28 Day billing cycle.

17) **After Hours Fee:** $500 (minimum) will be charged for unplanned, non-emergency services such as private group skating parties, late night theme skating programs and promotions, etc. requiring facilities to open outside of local regular business hours. If ordered and subsequently canceled, the fee will be charged in addition to any other cancellation charges. Fees are waived for emergency situations and customers are urged to contact the Rental Company for this determination.

18) **Taxes, Licenses, and Fees:** Unless otherwise stipulated in Exhibit "A", sales, use tax or related fees are NOT included and are the Renter's responsibility. A tax exemption certificate is required for tax-exempt organizations. All registration expenses, licenses, and permits are the responsibility of the Renter.

19) **Rental Period:** The rental period commences when the equipment ships from a Rental Company facility and ends when the equipment returns to the Rental Company facility. The Rental Period is set forth above.

20) **Early Termination:** If the Renter ceases operation for any reason whatsoever, the full amount of the Rental Agreement is forfeited to the rental company. Terminated contracts will release equipment for other potential customers. The Rental Company shall have no obligation to make the equipment available to the Renter or provide any financial refund. If discount pricing was supplied for a muti-year agreement, and rental period is terminated prematurely, then the Renter will be responsible to pay for the full, undiscounted amount including for prior years included in the term.

21) **Renter Responsibility:** For the duration of the rental period, the Renter is responsible for following the procedures and requirements set forth in all literature provided by the Rental Company. Renter shall be liable for any damage to, or caused to or by the rental equipment if Renter fails to install, operate, and maintain the equipment in accordance with those procedures and requirements. Renter is responsible for ensuring it receives the aforementioned documents. Renter is responsible for obtaining any relevant operating permits and shall be liable for any and all penalties, delays, and damages caused by its failure to timely obtain all such permits, including reimbursement to Rental Company for any fines paid on Renter's behalf and regardless of the party to which the citation is issued. All equipment and accessories must return in the same condition they were in upon original shipment to the job, other than reasonable wear and tear exepted. The Renter is responsible for any repairs or replacements that must be made if the equipment and accessories do not return in the same condition that they were in upon original shipment.

22) **Heat Transfer Fluid:** This Agreement is based on using ethylene glycol/water only in the refrigeration and the rink piping systems.

23) **Pre-Delivery Cancellation Fees:** If Renter terminates this rental after Rental Company or its freight supplier have commenced mobilization, but before delivery of the equipment, Renter shall be responsible for paying Rental Company the freight charge incurred, a reasonable labor charge at the applicable standard, overtime or holiday rate, and, if after regular business hours, an After Hours Fee.

24) **Labor:** Service calls resulting from improper use of equipment will be billed for, drive time to and from sites, and chargeable labor. Lodging and per diem expenses will be charged if an overnight stay is required.

25) **Terms and Conditions:** The Rental Terms and Conditions below are exclusive and are in lieu of all other terms and conditions appearing on Renter's purchase order or elsewhere and shall apply to all proposals or quotations made, orders accepted, and rentals made by Rental Company. "Rental Company" shall mean Magic Ice USA, Inc. for Company performance is based on work in the United States contiguous 48 States. Extra charges will apply for projects outside of the USA as listed in the proposal documents. Rental Company is not responsible for typographical or clerical errors made in any proposals, quotations, orders, or publications. All such errors are subject to correction. The rental company confirms that the fee amounts identified herein are accurate and are free of errors.

26) **Acceptance:** These terms and conditions are an integral part of the firm offer, subject to credit approval, by the Rental Company to rent equipment to Renter and form the basis of any agreement (the "Agreement") resulting from the Rental Company's proposal or quote and any rental of Equipment to Renter. The proposal or quote is subject to acceptance within thirty days from its date, and the prices are subject to change without notice prior to acceptance by Renter. Acceptance of Rental Company's offer will have occurred if Renter: signs Rental Company's proposal; issues are written order pursuant to submission of Rental Company's proposal; permits or accepts Rental Company's performance; or accepts in another commercially reasonable manner. Renter's signed order is an acceptance of Rental Company's proposal. In that case, Rental Company may return such order with these terms and conditions attached, which shall serve as an acknowledgment and confirmation of receipt of order. Renter's order is expressly conditioned upon Rental Company's acceptance or assent to terms other than those expressed herein. In that case, the return of Renter's order by Rental Company with these terms and conditions attached serves as notice of objection to such terms and a counteroffer to rent equipment according to the scope and terms of Rental Company's original proposal. If Renter does not reject or object within ten days, such a counteroffer will be deemed accepted. In any event, if Renter permits or accepts performance, these terms and conditions will be considered to be accepted by Renter.

27) **Freight Costs:** If freight costs are included in Exhibit "A", they are estimated and may not reflect the final price. Freight shall be invoiced at documented cost without mark-up. Regardless of who arranges to ship, all shipments are conducted FOB stock locations. In the event of loss or damage, claims to the trucking company will be by the Renter for the loss incurred. Rental Company reserves the right to increase freight charges due to extraordinary events, including but not limited to acts of God, disruptions in transportation, acts of terrorism, war or the public enemy, civil disobedience, insurrections, riots, and labor disputes. Delivery and Pickup standby time may be charged in the event of delays caused by the Renter. If prepositioning of equipment is required, additional freight charges will apply.

28) **Delivery/Pickup:** Rental Company shall endeavor to meet scheduled delivery and pickup dates and times, but all such dates and times are estimates only. Rental Company shall not be liable for any damages for failure to meet

such estimates. If equipment is to be unloaded upon arrival, the Renter is responsible for ensuring that equipment is unloaded in a timely manner during regular business hours.. Should the truck have to wait in excess of two (2) hours to be unloaded due to the Renter being unprepared, they will be responsible for all detention charges incurred. If delivery is delayed by seven (7) calendar days or more, renter will be entitled to a prorate refund of previously paid rental charges.

29) **Impact on Services Due To Weather & Acts of God:** Renter understands and acknowledges that the systems selected are reasonably sized in cooling capacity to match nominal weather conditions for the location, eliminating the need for excessive equipment. As a result, unusual warm weather, rain, wind, and the sun could result in melting ice and represent a percentage of days where the ice attraction may not be suitable for use.

Renter acknowledges that periods of closure are incorporated into their plans and that the rental company is not responsible for any damages caused by lost time due to weather, power outages, or other acts of God.

30) **Equipment Protection:** Renter shall not deface or mark any equipment provided by Rental Company, including the removal or marking of serial numbers or labels identifying equipment.

31) **Dasherboard AD Decals & Ice Resurfacer Wraps:** Only decals or Vehicle Wraps provided by Rental Company's authorized decal company can be used on Rental Company's dasherboard system or vehicles. These decals are selected for easy removal at the end of the rental term without damage to the dasherboards. Standard decals result in damage to the rental property and are therefore prohibited. These decals can be installed by the Renter or their assigned personnel after the ice sheet is made and must be removed before the removal of the ice sheet to protect the rink piping system. If alternate decals or wrap suppliers are used, and if said decals are not removed before dismantling, an extra charge will be assessed to the Renter at $500 per 8' long dasher section and $1000. per vehicle wrap if Rental Company must remove said additions upon return to the Rental Company warehouse. Decals and wraps can take 4 to 6 weeks to obtain. The authorized supplier of decals is:

Absolute Sign Company
192 Highland Park Rd – Johnstown, PA 15904
T) 814-410-7655
absolutesign@everything-ice.com

32) **Rubber Flooring:** When the Rental Company provides Rubber Flooring as part of the contract scope, they are delivered as full 4' x 6' sheets. Other than normal wear during use, these rubber sheets are not to be cut or damaged. Renter agrees not to cut the rubber for any reason, and the full inventory of rubber sheets is returned. Renter agrees to pay $99 per 4' x 6' sheet for cut or missing material.

33) **Use and Location:** The equipment is to be used by the Renter and no other person without the written consent of the Rental Company. The equipment is to be used for the stated purpose and solely for the purpose it was manufactured and intended. The equipment will not be removed from the designated address without the prior written consent of the Rental Company.

34) **Inspection, Installation, and Removal:** Unless otherwise specified in this Agreement, all equipment must be unloaded upon delivery and, upon termination, reloaded by Renter. Equipment Rental does not include parts which wear or other consumables. Renter has inspected the equipment and found it to be in good working order and undamaged condition when received unless Renter advises Rental Company promptly in writing. If contracted for, as indicated in this Agreement, Rental Company will unload, rig, and otherwise install the equipment for Renter and at the end of the rental period, disconnect, rig, load, and otherwise remove the equipment from the job site for the fee indicated in this Agreement. Installation and removal charges are included in the rental fee as a one-time charge billed to the Renter prior to the rental period on a yearly basis if a multi-year agreement. The Renter will return the equipment, with all attachments, accessories, and parts thereof to Rental Company at the address of Rental Company's choosing, on the date required and in the same condition the equipment was received, ordinary wear and depreciation excepted.

35) **Start-Up:** If equipment is damaged during startup by Renter, Renter is liable to Rental Company for such damages.

36) **Extension of Rental:** If the Renter desires to utilize the ice attraction for some time greater than the term contained in this Agreement, the same will be subject to the sole and absolute discretion of The Rental Company for the amount listed within the pricing section of the Agreement plus all applicable taxes and subject to all of the terms and conditions of this Agreement. Notice for the extension must be given no less than 30 days from the previously listed shut-down date; otherwise, other charges may apply.

37) **Restriction of Removal:** In the event that Renter fails to provide access to the site at the time of removal or otherwise fails to honor its responsibilities at times of removal, Renter will be liable for all delays at the cost of $12,000 per week, whether the ice rink is operational or not.

38) **Qualification of Renters Personnel:** The Renter is responsible for the operation of the products supplied and acknowledges that such persons are specialized and require experienced trade skills with knowledge of operating an ice rink and its supporting equipment. To ensure the safe installation and use of the product, activities may only

be carried out by qualified technical personnel or an instructed person under the direction and supervision of qualified personnel. Qualified personnel are those who, due to professional training, knowledge and experience, and their understanding of the relevant regulations, can assess the work assigned, recognize possible hazards, and institute appropriate safety measures. Qualified personnel must have proper safety equipment and must be trained in first aid. The use of the product requires special training and a high concentration level. It must be ensured that persons who use the product are physically, mentally, and emotionally able to comply with the requirements; otherwise, injuries or material damage may occur.

39) **Skate Sharpening:** When Renter is provided with a skate sharpening machine, only trained, qualified personnel are to use said grinding machinery to protect the rental skates from damage beyond normal wear and tear. If the skates blades are significantly damaged from improper sharpening practices, the renter will be responsible for the cost to replace the damaged skates.

40) **Ice Resurfacer Operation:** Rental Company provides manufacturers manuals for its machinery's proper and safe operation. The Renter is responsible for ensuring their staff is trained and all safety protocols in the manuals are strictly followed. Rental Company will not be liable for the improper use of the products it rents.

41) **Ice Resurfacer Fuel & Maintenance:** Rental Company supplies one LPG (Liquid Propane) 33# tank and extra resurfacing blade. Rental Company cannot certify the tank it sends will be full of fuel. Establishing a local supplier for replacement LPG fuel tanks and having ice resurfacing blades resharpened is the Renter's responsibility. Zamboni blade replacement which is provided in good condition,is dangerous and must only be attempted by qualified, experienced personnel.

42) **Equipment Repair and Maintenance:** Following the equipment startup, the Renter will be responsible for operating the equipment in accordance with the manufacturer's standard operating procedures, performing routine preventive maintenance by qualified personnel, and returning it in good working condition, less normal wear and tear. If the equipment is not returned in similar or like condition as of rental commencement, Renter shall be liable to Rental Company for a cleaning fee. Any repairs or replacements required, during or immediately following the rental, required in Rental Company's judgment to make the unit operate properly due to improper installation by Renter, abuse, misuse, or unusual wear will be charged to Renter at the local time and material rates locally prevailing.

43) **Equipment Repairs:** Upon Renter's notice to Rental Company, Rental Company shall provide emergency repair service that may be necessary in accordance with local time and material rates locally prevailing; provided, however, that any repairs or replacements required in Rental Company's judgment to make the equipment operate properly due to a defect or normal wear and tear shall be at Rental Company's expense.in the rental equipment provided by Rental Company shall be at Rental Company's expense. In the event of material default by Rental Company, Renter may notify Rental Company in writing of such default. Renter may terminate this agreement and receive a pro-rata refund of deposits previously paid if Rental Company fails to remedy the default within ten (10) calendar days of Renters notice, and in such case, termination shall be effective immediately upon Renters giving of written notice.

44) Rental Company understands that this project is subject to prevailing wage requirements set forth in the California labor code, and Rental Company will, as to its employees, satisfy al applicable prevailing wage requirements. Rental Company will indemnify, defend, and hold Renter harmless from all claims, causes of action, damages, costs, and penalties associated with Rental Company's failure to satisfy applicable prevailing wage laws. Renter is responsible for satisfying prevailing wage requirements, if any that may apply to Renter's employees that are utilized for the project. Rental Company's duty to indemnify, defend and hold Renter harmless will not apply to any prevailing wage requirements that may apply to Renter's employees.

45) **Property Insurance:** Renter will ensure all equipment under an all-risk property insurance policy, including windstorms, in the minimum amount of the value of the equipment shown in this Agreement. This clause is waived if Renter participates in the Rental Protection Program (RPP). Additionally, Renter shall carry general liability insurance covering the use and operation of the equipment in the minimum amount of $ 2,000,000 per Occurrence. Alternatively, Renter, as a public agency, may be self-insured and maintain excess insurance coverage as long as the material requirements of this section are satisfied. Rental Company and its subcontractors will maintain the insurance specified in the attached Exhibit "F" which is incorporated herein by reference All such policies shall name Rental Company as an additional insured and loss payee whose interests may appear.

Renter is responsible for any deductible amounts due. Promptly upon Rental Company's request, Renter will provide Rental Company with a Certificate of Insurance evidencing the required coverage (and additional insured and loss payee endorsement). The Renters insurance certificate must be issued within 30 days of contract signing; otherwise, the Renter agrees to automatic enactment of the insurance policy provision offer herein and will be billed for insurance.

46) **Default:** Renter shall be in default of this Agreement upon Occurrence of one or more of the following events:

a. any rental charge goes unpaid for a period of ten (10) days. after its due date;

b. any other breach of this Agreement by Renter goes uncorrected after ten (10) days written notice to Rente
c. any writ or order of attachment, execution or the like against Renter is levied on any of the equipment and is not released or satisfied within ten (10) days; or
d. immediately when a proceeding in bankruptcy, insolvency, or receivership is instituted voluntarily or involuntarily by or against Renter or Renter enters any agreement or composition with its creditors or is otherwise unable to pay its debts as they become due.
e. .

47) Remedies: In the event of Renter's default, Rental Company shall have the right to do any or all of the following, none of which shall constitute an election of remedies:

a. declare immediately due, sue for, and receive from Renter all rents and other amounts payable under the terms of this Agreement, as well as all costs and expenses associated with such proceedings (including reasonable attorneys' fees) and all expenses reasonably incurred by Rental Company in taking possession, cleaning and repairing and re-renting any such equipment. Any amounts remaining from the re-renting after deduction of all such fees, costs, and expenses shall be credited to Renter's obligation hereunder; disconnect and retake possession of any and all equipment with the notice required by law or other processes of law. For such purpose, Rental Company may enter upon the premises where the equipment is located and disconnect and/or remove.

b. terminate this Agreement as to any and all equipment
c. terminate any other agreement(s) between Rental Company and Renter; and/or
d. pursue any other rights and/or remedies, whether at law or in equity.

48) Renters Liability Insurance: Rental Company Rental Protection Program (RPP) is property insurance only. In no manner does the Rental Company provide any liability or workman's compensation insurance for the Renters use and operation of the Rental Company's equipment. Renter is obligated to obtain its own general liability insurance of no less than Two (2) Million of coverage, listing the Rental Company as an additional insured before use of Rental Company's equipment. Failure to comply with liability insurance requirements would constitute a default and permit default remedies by the Rental Company up to and including suspension of operations.

49) Title and Ownership: Title to and ownership of the equipment is and shall at all times remain with the Rental Company, and Renter shall have no right, title, or interest therein or thereto except the right of possession and use of the equipment pursuant to the terms of this Agreement.

50) Indemnity: To the fullest extent permitted by law, Rental Company and Renter shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from the death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

Limitation of Liability: NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL RENTAL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Rental Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Rental Company by Renter under this Agreement.

NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING, OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL THE RENTAL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION, OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES, OR OTHERWISE, AND RENTER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

Renter shall indemnify and defend Rental Company against, and Renter is solely responsible for, all fines,

penalties, losses, claims arising out of or alleged to arise out of (a) Renter's acts or omissions in connection with the use, operation, handling, repair, maintenance, and/or alteration and modification of the equipment; and (b) the condition of building or physical plant equipment, and suitability of the equipment for Renter's purpose.

If a refrigerant leak or inadvertent venting is discovered by the Renter during the rental period, the Rental Company must be notified immediately. Renter must also notify any and all regulatory authorities (e.g., environmental protection agencies) in accordance with applicable laws and regulations. Renter shall be liable for and indemnify Rental Company against any fines, claims, injuries, losses, or damages resulting from any refrigerant leak to the extent not caused by Rental Company.

In case of loss or theft of the equipment, Renter will be responsible for either replacing the equipment with identical equipment or paying its full replacement value. In either case, rental charges will continue until the equipment is replaced or reimbursement is made in full. At its sole discretion, the Rental Company may report as stolen all equipment not returned within ten (10) days of the end of the rental period. Renter will pay all collection fees, court costs, attorney's fees, or any other expense required to enforce the terms and conditions of this Agreement.

51) **COVID-19 Limitation on Liability**: The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services, and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL THE RENTAL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES, OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND RENTER HEREBY EXPRESSLY RELEASES RENTAL COMPANY FROM ANY SUCH COVID-19 LIABILITIES.**

52) **Force Majeure:** Rental Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Rental Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Rental Company's election (i) remain in effect, but Rental Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Renter, in which event Renter shall pay Rental Company for the period of time Renter has the benefit of the rental to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of the Rental Company. Without limiting the foregoing, "Event of Force Majeure" includes acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labor disputes; labor/labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Rental Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government. The force majeure issue shall be reciprocal-Renter will also be excused from performance due to force majeure events and renter will also be entitled to a pro-rata refund of previously paid rental charges.

53) **Independence of Parties:** It is understood and agreed by Rental Company and Renter that each is independent of the other and that the only relationship is between Rental Company and Renter. Neither the Rental Company nor Renter shall be considered an agent or employee of the other party for any purpose whatsoever.

54) **Venue Of Disputes:** The Rental Company and Renter acknowledge that this Agreement was entered into in Cambria County, Pennsylvania and that the Rental Company performs numerous of its obligations in Cambria County, Pennsylvania. Additionally, all monies that are required to be paid under this Agreement are payable to Rental Company at 10364 SW 128 Terrace, Miami, FL 33176. Rental Company and Renter acknowledge the substantial relation of this Rental Agreement to Cambria County, Pennsylvania. Rental Company and Renter agree that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Pennsylvania, without giving effect to any conflicts of law principles. Except for an action limited to possession of the equipment, any action arising out of or under this Agreement shall only be filed in a court of competent jurisdiction in either state or federal court in Cambria County, Pennsylvania. All parties waive any objection to venue in Cambria County, Pennsylvania, and grounds for transferring the case outside of Cambria County, Pennsylvania, including but not limited to "*Forum Non-Conveniens*". This Agreement contains all of the agreements, representations, and understandings of the parties and supersedes and replaces all previous understandings, commitments, or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. If any part of this Agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of

the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. This Agreement may not be assigned by Renter without Rental Company's prior written consent, in which event this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. Any failure by Rental Company to enforce any provision of this Agreement shall not constitute a waiver thereof or any other provision. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

55) **Severability:** If any provision of this Agreement is deemed unenforceable, this Agreement shall survive absent said unenforceable provision.

56) **Total Agreement**: The parties acknowledge that no other agreement, written or oral, will supersede this Agreement. Any post-signing agreements varying terms, warranties, or obligations can only occur by written authorization from a duly authorized officer of the Rental Company.

57) **Rental Company Waiver of Breach:** Any waiver or any breach of any provision of this Agreement shall not constitute or operate as a waiver of any further violation of such provision or of any other provision of this Agreement, nor shall any failure to enforce any provision of this Agreement operates as a waiver of such provision or any other provision of this Agreement. Notwithstanding other provisions contained in this Agreement, in the event Rental Company or Renter hire an attorney to enforce any rights under this Agreement or institutes litigation arising under or pursuant to this agreement, Rental Company and Renter shall each be responsible for their own costs and attorneys' fees.

58) **Rental Property Protection Insurance:** Include Rental Protection on this order. The Rental Protection Program offers you peace of mind and protection against unforeseen events such as theft, vandalism, and accidental damages. A $2,500 deductible will apply to each Claim. Full details of the Rental Protection Program have included the Rental Protection Terms Summary of this Rental Agreement. If the Rental Protection is declined, but proof of insurance is not provided as required. In that case, the provision of insurance from the rental company will be automatic, and the Renter agrees they are obligated for this fee. This amount is not tabulated in the agreed amount and would be added

Rental Insurance Protection Price: $3,450.00 USD

Insurance Option **Selected:** _____ Initials

Insurance Option **Declined:** _____ Initials

Dated this_____day of _____, 2022

Magic Ice, Inc. (Rental Company)

Signature Date
John S. Burley
President – Magic Ice, Inc.

Renter

_____

Signature Date

_____
Print Name

_____
Title

Attachment: Magic Ice Agreement 2022 (Parks: Agreement with Magic Ice Inc. to rent a 70' x 100' ice rink for the Winter Wonderland)

Dated this_____day of _____, 2022

Magic Ice, Inc. (Rental Company)

7-13-22

Signature Date
John S. Burley
President – Magic Ice, Inc.

Renter

_____

_____
Signature Date

_____
Print Name

_____
Title

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Attachment: Magic Ice Agreement 2022 (Parks: Agreement with Magic Ice Inc. to rent a 70' x 100' ice rink for the Winter Wonderland)

RENTAL AGREEMENT
Exhibit A
Rental Company Scope Of Responsibilities

The Equipment Rental to be provided includes without limitation: (all of which will be collectively referred to as "Equipment")

a. Provide & Install a **60 x 100** ice rink piping grid, including all header piping and plumbing transmission piping from the rink to the refrigerator system, which shall not be located more than 50 feet from the rink.
b. Provide & Install a **200** ton air-cooled refrigeration system and pump; suitable for making ice.
a. Provide a **Zamboni** Ice resurfacing machine and ice maintenance tools.
b. Provide & Install rink floor insulation and/or vapor barriers as required.
c. Provide & Install a modular clear dasher board and railing system.
d. Provide & Install secondary refrigerant cooling liquid.
e. Provide ice painting equipment and supplies (If desired)
f. Provide **300** pairs hockey rental skates in skate holding.
g. Provide & Install **1,000** square feet of rubber floor covering for skate change area.
h. Provide & Install if a selected option, DJ lighting package and sound system with public address system

2. Also included:

a. Except as otherwise provided herein, all tools, supplies and Equipment necessary for installation and removal of the Equipment.
b. All transportation and freight to and from site.
c. Professional Supervisor for installation and removal
d. Laborers to assist with installation and removal.
e. Professional refrigeration technician at installation.
f. Refrigeration Technician on-call 24-hours during entire event
g. Training of local staff to maintain ice and monitor refrigeration equipment.

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Attachment: Magic Ice Agreement 2022 (Parks: Agreement with Magic Ice Inc. to rent a 70' x 100' ice rink for the Winter Wonderland)

RENTAL AGREEMENT
Exhibit B
Renters Obligations

a. Connection to a power source to achieve continuous three-phase, 480-volt, 400 amp, electric capacity for connection to refrigeration system.
b. Access to 110-volt power for tools etc.
c. Electrician at site during installation to make all electrical connections to refrigeration unit.
d. A laser leveled site on which to place the rink, via sandbox or platform.
e. Refrigeration system placement in the closest position to the rink possible; however, no more than 50 feet from the rink.
f. Graphic or cosmetic enhancement of the ice skating rink, if desired.
g. A wood frame cover and trim boards over the header manifold along one end of the rink in order to protect header manifold.
h. Benches for skate change area
i. Sound System/PA, if desired.
j. Lighting, if desired.
k. A 5,000 lb capacity forklift on site during installation and removal periods, an operator for the same (if required by union agreement) and crane rental to place the chiller, if desired.
l. Access to the site suitable for use by tractor and trailer in order to install and remove Equipment.
m. Adjacent parking for technicians and supervisors during installation and removal periods.
n. Water supply adjacent to the site.
o. Safety equipment to include without limitation first aid, traffic cones, and barricades as needed.
p. Any local permits and licenses required to install and/or operate the facilities.
q. General security presence, 24-hours.
r. Trash receptacles, trash removal and disposal.
s. All printing and installation of rink operational signage as per the specifications by both parties.
t. Ticket and skating booth, if desired.
u. Any and all warming or convenience tents, if desired.
v. Tent sufficient to cover ice skating rink, if desired.
w. Day-today professional management and operating personnel.
x. All appropriate signage.
y. All marketing, PR, advertising, social media, graphics, website, etc.
z. All appropriate adjacent amenities to complete the facility including without limitations skate change deck, benches, outdoor carpeting, containment around rink facilities via picket fences, etc.

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Attachment: Magic Ice Agreement 2022 (Parks: Agreement with Magic Ice Inc. to rent a 70' x 100' ice rink for the Winter Wonderland)

RENTAL AGREEMENT
Exhibit C

Magic Ice values its long-term customers and has arranged a pricing structure which rewards our long term relationships by the most aggressive discounts possible given the uncertainty of current market conditions.

RENTAL AGREEMENT
Exhibit D
Insurance

Insurance Company Rental Protection Program

Rental Company must have the completed and signed rental proposal with Rental Protection Program box agreed to before the Equipment arrives at the Renter's site in order to have the equipment protection.

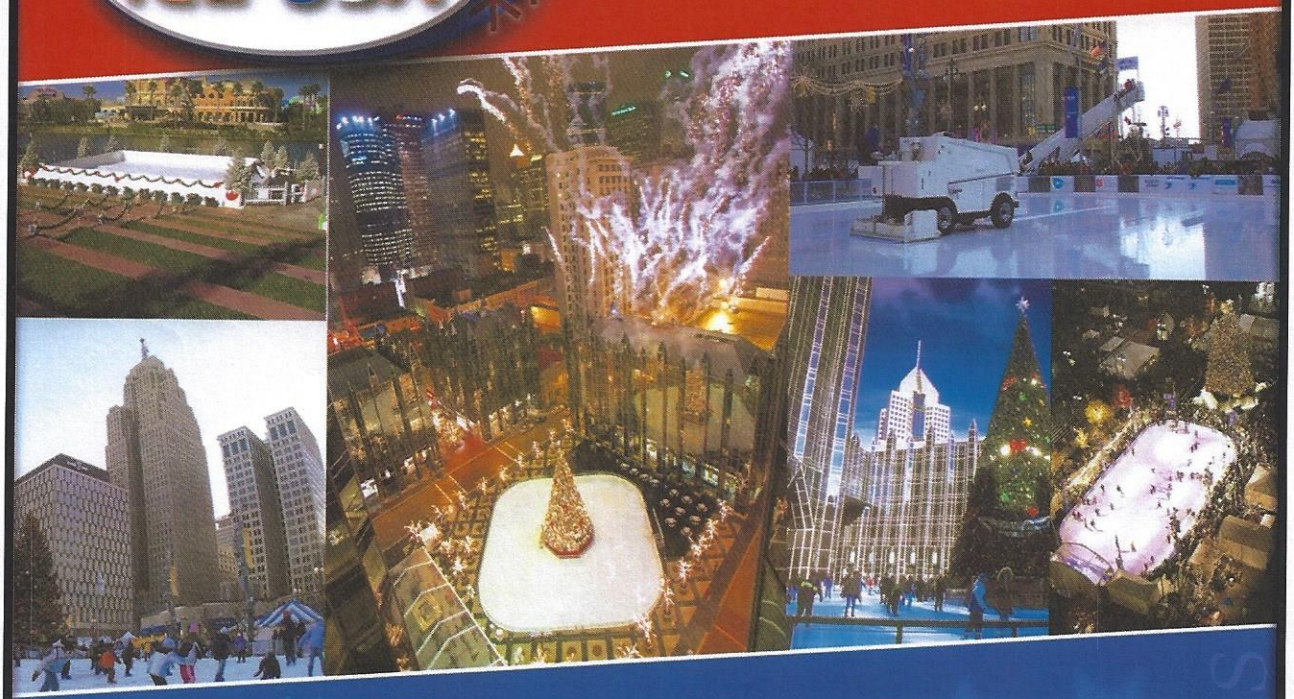
Important Questions:	**Answers:**
What is covered?	Direct physical loss to rental Equipment caused by a covered peril to property that you have rented from Rental Company Rental Services including but not limited to theft, vandalism, fire water damage and accidental damages.
Policy Limit of Liability:	$ 1,000,000 for any one occurrence. This is the most that is paid in any one occurrence for loss to covered property.
What is the overall deductible?	Property Damage $ 2,500 Per Occurrence (except whether the Claim involves loss at one or more locations, the deductible amount shall apply against the total rental equipment loss suffered by the Insured from any one occurrence.
Valuation:	Replacement Cost for Equipment when model age is less than or equal to 5 years. All Other is Actual Cash Value.
Are there coverage limitations?	Property is only covered for the Equipment that is rented from Rental Company Rental Services. a. Described on the "schedule of coverages"; and b. While in transit to the rental Renter or while at the premises of the rental Renter after delivery. c. Consequential damages (not including Supplemental coverage below) are not covered
Supplemental Coverage:	25% of the amount of paid for loss for Debris Removal. * $ 5,000 Additional Debris Removal Limit * $ 10,000 in the annual aggregate for Pollutant Cleanup and Removal - subject to a 180 day reporting provision.
Perils (Causes of Loss) Excluded: Unless modified by endorsement or in the additional terms and conditions section.	Aircraft or Watercraft Buildings and Land Contraband Money and Securities Vehicles Waterborne Property

This document provides a synopsis of coverage and is being provided as a reference only. The actual policy determines coverage. The policy contains exclusions, limitations, and other provisions not referenced (or only briefly summarized) here and the policy should be consulted for full coverage terms, conditions, and requirements..

Attachment: Magic Ice Agreement 2022 (Parks: Agreement with Magic Ice Inc. to rent a 70' x 100' ice rink for the Winter Wonderland)

MAGIC ICE USA

On the cutting edge...



Custom

Magic Ice USA, Inc. is dedicated to

Ice Rinks

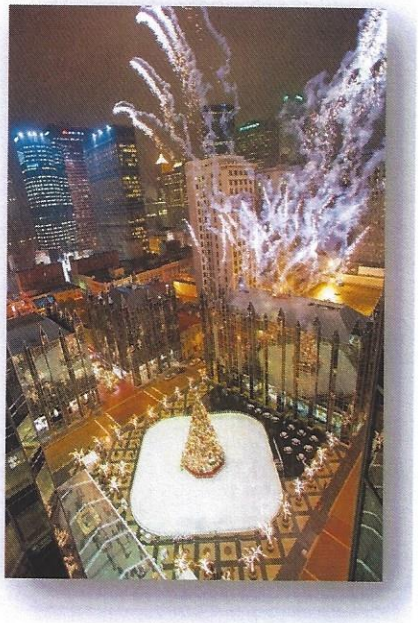
providing the best temporary ice skating rink

& Ice Slides

construction, service, and equipment.

Premiere ice rinks

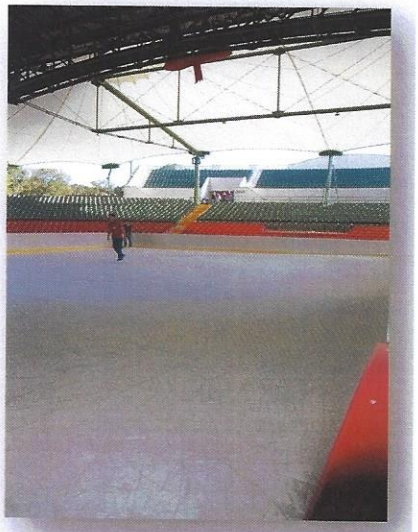
Bradley,



Thank you for the opportunity to introduce our company, Magic Ice USA, Inc. As a supplier of high-quality ice rink products in the United States and abroad for over 10 years, we can provide your event with the service and equipment that a project such as yours requires.

Magic Ice USA, Inc. is dedicated to providing the best temporary ice-skating rink construction, service, and equipment. Our multiple custom ice rinks, ice slides and on-ice bumper car attraction design's vastly benefit from our past and present experience with every aspect of the seasonal ice rink business.

You can find Magic Ice rink locations all over the United States as well as South America and the Caribbean Islands. Our project list includes attractions such as Thousand Oaks, CA, City of Paradise,CA, the NHL's Pittsburgh Penguins, LA Live/Nokia Theater, California, The Fountains at Farah, El Paso, TX, Fisherman's Wharf, Monterey, CA, Universal Studios Florida, Paramount Theme Parks, Bergan County NJ, Cypress Gardens, the NASCAR Hall of Fame, Schlitterbahn Water Parks, Disney MGM Studios and the San Francisco Zoo.

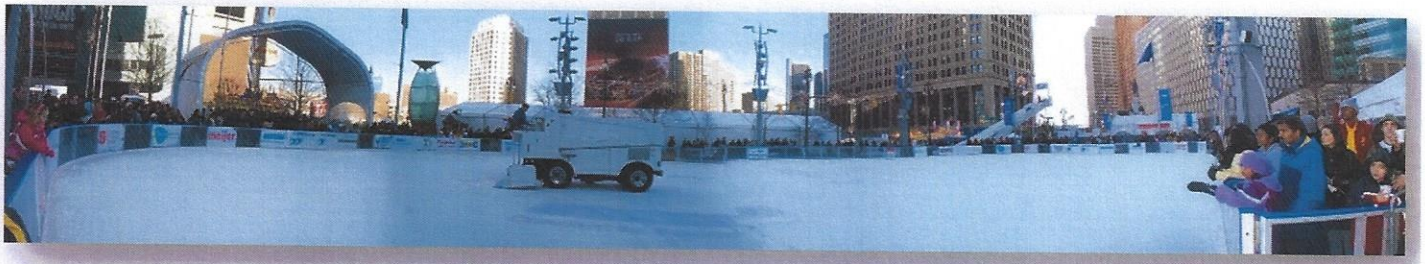


Holiday Rink Rental Term

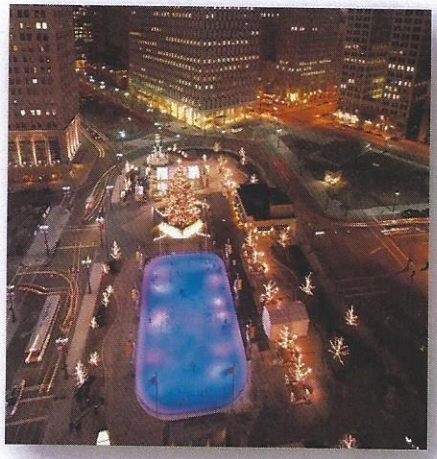
We have been asked to submit a proposal for a Holiday Ice Skating Venue. **It will be open to the public from November 19, 2022 through January 8, 2023**

Proposal for an Ice Rental Attraction

Magic Ice USA, Inc. will install a 6**0' X 100'** ice skating rink including delivery assembly, refrigeration, rental skates, and a modular hand-rail system. The term of this rental will be approximately One Month, spanning for the 2022-2023. Additional options such as operations management and in ice logos are also available.

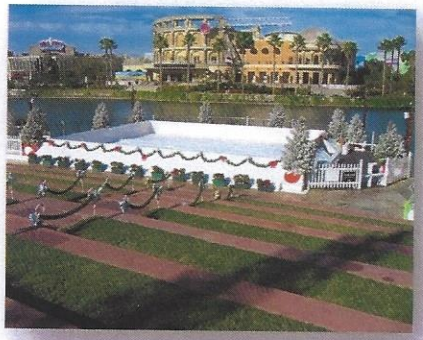


Ice Rink

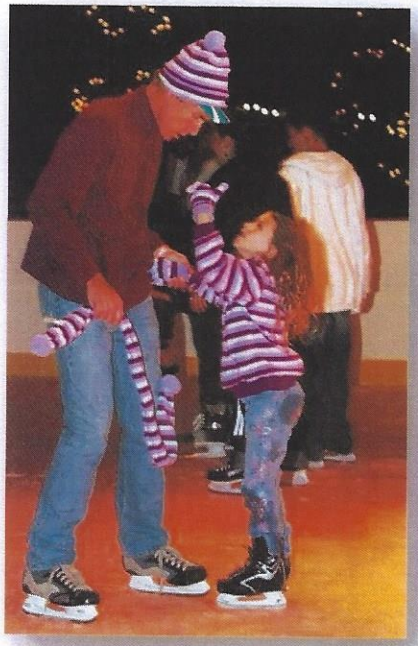


Our proposal includes the following:

- A 60 x 100 high flow, portable Ice Mat cooling grid
- Portable, air cooled chiller package (refrigeration).
- All necessary pumps and hoses for refrigeration
- Glycol secondary coolant charge
- Extruded foam insulation under ice surface (if necessary).
- Vapor barrier under ice surface if needed
- Modular hand rail system
- Brilliant white, painted ice surface
- All necessary ice maintenance tools
- 300 Rental Skates in Racks
- 1,000 sq. ft of rubber flooring for skate change area
- Technicians for setup and removal
- Refrigeration techs on 24 hour call during event
- Transportation and freight to and from ice rink site
- Consulting services relating to the ice rink and planning



Provided By Others/Not Included



Some components of the ice rink will be provided by others, such as:

- A level area for the ice rink
- Power for refrigeration: 480 volt / 400 amp / 3 phase or transformable equivalent, located 50' of the chiller(s), and electrician for final hookup
- Continuous water supply
- Sound system/PA (if necessary)
- Lighting (if desired)
- Tent or cover over the ice rink (if desired)
- Decoration/Specialized Uniforms

Schedule

Magic Ice will provide an ice-skating rink ready for opening day. The construction phase will occur within the five (6) days prior to the rink opening. The work site will be kept organized and free of debris.

Cost

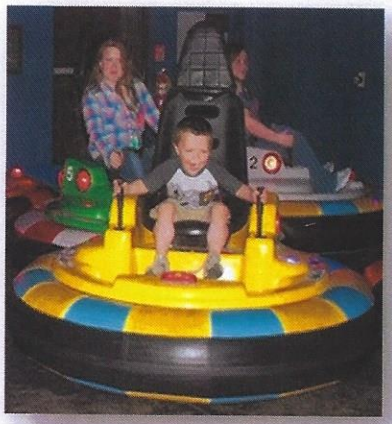
For all of the above equipment and services, including the rink rental and equipment, less applicable taxes:

60' x 100' Rink	**$ 154,890.00**

Terms

We are requesting that payment is made in three installments leading up to the grand opening:

1. At time of contract signing – 50%
2. October 1, 2022 - 40%
3. Before ice rink shipping -10%



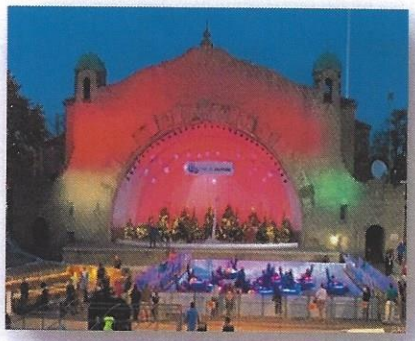
Optional Equipment and Services

The following equipment and/or services are optional and can be provided at additional cost. The payment terms for these shall be the same as for the ice rink rental.

- **Management: OPTIONAL** **$65,000.00**

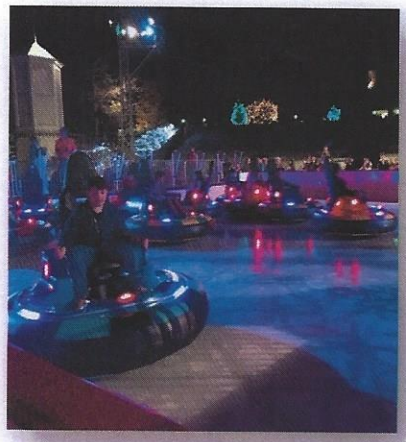
An on-site manager will operate the ice rink on a daily basis. His/her duties will include, but not be limited to:

- insuring the safety and enjoyment of the skating public
- hiring and training hourly staff
- supervision of the ice rink chiller and equipment
- cash handling and daily sales reports
- ice maintenance
- payroll services



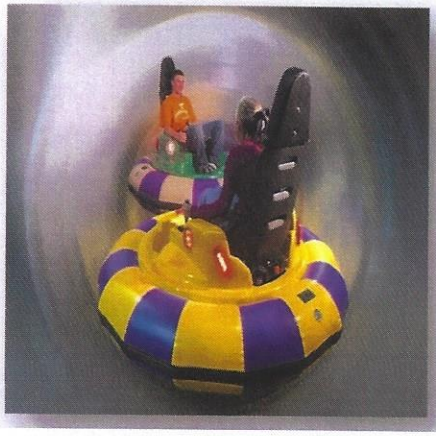
This option includes liability insurance to cover the kating rink operation.

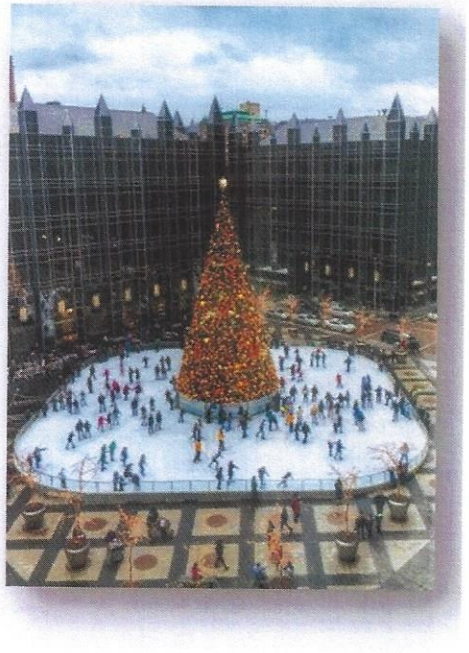
*Magic Ice provides all payroll and human resource services, owever costs for hourly staff are not included in this option.



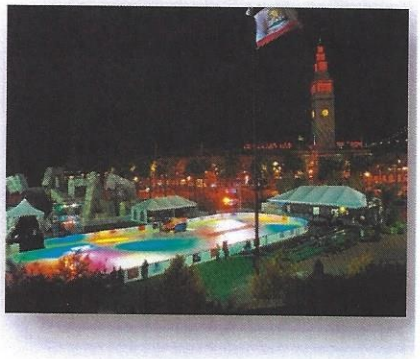
- **Zamboni** **INCLUDED**
  - Ice Wizard – improves ice quality and is an additional platform for advertising revenue.

- **Electric Transformer: TBD**
  - If necessary, this includes the transformer to convert local, three phase power to 480 Volt, and the extra electrical cable needed.





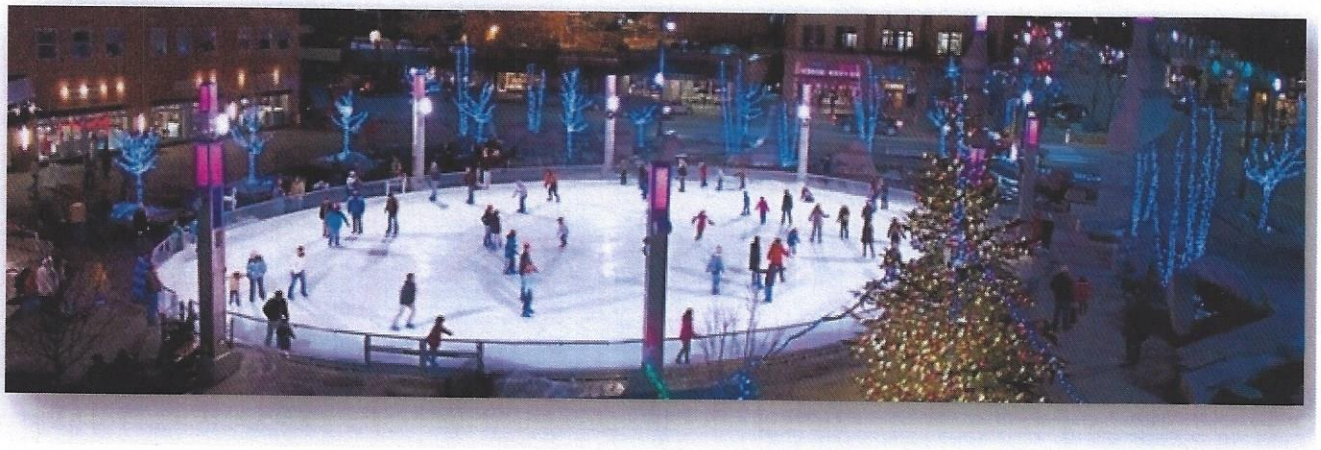
- **Other: Prices Vary**
  - We can supply custom equipment as needed, such as:
    - Coin Operated Lockers
    - In-Ice Logos
    - Skate Aids
    - Public Address/Sound Systems
    - DJ Lighting Packages
    - Hockey Goal Frames/Pucks
    - Curling and Broom Ball Equipment



Thank you for the opportunity to provide you with a proposal. It has always been our policy to focus on the quality of our product as opposed to the quantity. It is for this reason that we feel that we can supply you with superior equipment and service, and make your Holiday Ice Rink attraction a great one.

Please do not hesitate to contact us if you have any questions, or to obtain a list of our references.

Sincerely,
Byron J Sharp; President
Magic Ice USA, Inc.



Attachment: Magic Ice Agreement 2022 (Parks: Agreement with Magic Ice Inc. to rent a 70' x 100' ice rink for the Winter Wonderland)

EXHIBIT "F"

Insurance Provisions

a. Rental Company shall procure and maintain and cause its subcontractors to procure and maintain, for the duration of this Agreement, the following insurance policies.

i. Workers Compensation Coverage. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS ($1,000,000) per accident for bodily injury or disease.

ii. Commercial General Liability (CGL) Coverage. Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with a limit of no less than TWO MILLION AND NO/100 DOLLARS ($2,000,000) per occurrence for bodily injury, personal injury, and property damage, and a general aggregate limit of no less than FOUR MILLION AND NO/100 DOLLARS ($4,000,000).

iii. Automobile Liability Coverage. If Rental Company will use an automobile in connection with this Agreement, Rental Company will maintain automobile liability coverage under ISO Form Number CA 0001 covering any auto (Code 1), or if Rental Company has no owned autos, Code 8 (hired) and 9 (non-owned),with a limit no less than ONE MILLION AND NO/100 DOLLARS ($1,000,000) per accident for bodily injury and property damage.

If Rental Company maintains higher limits than the minimums shown above, Renter requires and shall be entitled to coverage for the higher limits maintained by Rental Company.

Rental Company's insurance policies shall be "occurrence" policies and not "claims-made."

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

b. Any deductibles or self-insured retentions must be declared to and approved by Renter.

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

i. Renter and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Rental Company including materials, parts, or equipment furnished in connection with such work or operations; products used by Rental Company;

Attachment: Magic Ice Agreement 2022 (Parks: Agreement with Magic Ice Inc. to rent a 70' x 100' ice rink for the Winter Wonderland)

or automobiles owned, leased, hired or borrowed by Rental Company. General liability coverage can be provided in the form of an endorsement to Rental Company's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38 ***and*** CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to Renter and its officers, officials, employees or volunteers.

ii. For any claims related to this Agreement, Rental Company's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as to Renter and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Renter and/or its officers, officials, employees, or volunteers shall be in excess of Rental Company's insurance and shall be non-contributory.

iii. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Renter.

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

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

d. Rental Company hereby grants to Renter and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Rental Company may acquire against Renter and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Rental Company agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not Renter has received a waiver of subrogation endorsement from the insurer.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Mary Storti
c/o Paychex Insurance Agency, Inc.
150 Sawgrass Drive
Rochester, NY 14620

CONTACT NAME:
PHONE (A/C, No, Ext): (877) 266-6850 FAX (A/C, No):
E-MAIL ADDRESS: pbscerts@paychex.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Paychex Business Solutions, LLC Alt. Emp: Magic Ice USA Inc
911 Panorama Trail South
Rochester, NY 14625

COVERAGES CERTIFICATE NUMBER: 22FL0951018468 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC 12-68-329-02	06/01/2022	06/01/2023	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2022	06/01/2023	Client# 20000161-FL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Magic Ice USA Inc
10364 SW 128th Terrace
Miami, FL 33176

CERTIFICATE HOLDER

Proof of Coverage
10364 SW 128th Terrace
Miami, FL 33176

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mary P Storti

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MAGIC-3

OP ID: FG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
SafeparkUSA
206 Williamson Rd Suite 100
Roanoke, VA 24011
Rand Wright
540-682-5339

CONTACT NAME: Faith Goyer
PHONE (A/C, No, Ext): 540-682-5339
FAX (A/C, No):
E-MAIL ADDRESS: customerservice@hawkemail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Magic Ice USA Inc
Ice Workz LLC
Magic Eats LLC
10364 SW 128 Terrace
Miami, FL 33176

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			SI8ML02106-201	11/01/2021	11/01/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Stop Gap			SI8ML02106-201	11/01/2021	11/01/2022	MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Emp Ben.	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			SI8ML02106-201	11/01/2021	11/01/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE			SI8EX01469-201	11/01/2021	11/01/2022	AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Equipment Floater			SI8ML02106-201	11/01/2021	11/01/2022	NonMob Eq	2,000,000
							Per Loc.	75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

PROOFOF

PROOF OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rand Wright

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MAGIC-3

OP ID: FG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/02/2021

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PRODUCER
SafeparkUSA
206 Williamson Rd Suite 100
Roanoke, VA 24011
Rand Wright
540-682-5339

CONTACT NAME: Faith Goyer
PHONE (A/C, No, Ext): 540-682-5339
FAX (A/C, No):
E-MAIL ADDRESS: customerservice@hawkemail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Magic Ice USA Inc
Ice Workz LLC
Magic Eats LLC
10364 SW 128 Terrace
Miami, FL 33176

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			SI8ML02106-201	11/01/2021	11/01/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Stop Gap			SI8ML02106-201	11/01/2021	11/01/2022	MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Emp Ben.	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			SI8ML02106-201	11/01/2021	11/01/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE			SI8EX01469-201	11/01/2021	11/01/2022	AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Equipment Floater			SI8ML02106-201	11/01/2021	11/01/2022	NonMob Eq	2,000,000
							Per Loc.	75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

PROOFOF

PROOF OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rand Wright

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The ACORD name and logo are registered marks of ACORD

Attachment: Magic Ice Agreement 2022 (Parks: Agreement with Magic Ice Inc. to rent a 70' x 100' ice rink for the Winter Wonderland)

AGENDA
STAFF REPORT

MEETING DATE: 8/2/2022	**AGENDA SECTION:** F

SUBJECT:
Public Works: Approval of a Notice of Completion for the CDBG-Funded Lacey Basketball Courts Project and authorization for the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.

RECOMMENDATION:
That the City Council, by motion, approve a Notice of Completion for the Lacey Basketball Courts Project, and authorize the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder¢s Office.

BACKGROUND:
On November 16, 2022, the Council awarded the Lacey Basketball Courts Project to TBS Contractors of Merced CA.

The City of Hanford's 2020 Parks and Recreation Master Plan identified the need to renovate and increase the number of outdoor basketball courts within the city. Lacey Park is centrally located and receives heavy usage by youth and adult basketball players. The renovation and addition of one court provides year-round benefits to the community.

The Lacey Park improvements included the removal of three asphalt basketball courts and replacement with four cement basketball courts. Additional lighting was added for the additional court. The prior asphalt court surface was weathered, cracking and creating an uneven and unsafe playing surface for players.

The cement court replacement greatly reduced the ongoing maintenance/repairs required, add one additional basketball court, and now provides a safe surface for all the players for many years.

There were (5) contract change orders on this project that include:

1. Discontinued Backboard
2. Additional Fencing
3. Turn Soil
4. Additional AB
5. Balance of Quantities

In total change orders amounted to a net increase of $17,190.70

SOURCE OF BUDGET FUNDING	**AMOUNT**
CDBG Grant	$177,600.00
Park Impact Fee Reserve	$64,319.70
Accumulated Capital Outlay Reserve	$40,359.08
Total Budget Funding	**$282,278.78**

CONSTRUCTION COST:	
Original Contract - Total Bid Award	$257,278.78
Contract Change Order No. 1	$627.72
Contract Change Order No. 2	$2,757.70
Contract Change Order No. 3	$6,237.50
Contract Change Order No. 4	-$14,523.78
Contract Change Order No. 5	$22,091.56
Total Construction Cost	$274,469.48
Balance (Credit)	-$7,809.29

FISCAL IMPACT:
The FY 20/21 CDBG Grant Amount provided $177,600.00 for this project. An additional appropriation of $64,319.70 from the Park Impact Fee Reserve and an additional appropriation of $40,359.08 from the Accumulated Capital Outlay Reserve was required to fully find this project for construction including contingencies. Attached is the Final Project Construction and Finance History Report for Council review.

ATTACHMENTS:
Final Project Construction and Finance History Report
NOC - Recording Original PDF
NOC - Recording Original WORD

FINAL PROJECT CONSTRUCTION AND FINANCE HISTORY

PROJECT: Lacey Park Basketball Courts Project
CONTRACTOR: TBS Contractors
1650 East Gerard
Merced CA 95341

CONTRACT DATES:		
	Council Award	November 16, 2021
	Bid Opening	October 26, 2021
	Contractor Started Work	March 7, 2022
	Contract Time of Completion	April 20, 2022
	Contractor Completed Work	June 06, 2022 (Due to Soil Compaction)

CONTRACT CHANGE ORDERS:

1. **Contract Change Order No. 1:**
   Discontinued Backboard
   For a net increase of $627.72
2. **Contract Change Order No. 2:**
   Additional Fence
   For a net Increase of $2,757.70
3. **Contract Change Order No. 3:**
   Turn Soil
   For a net Increase of $ 6,237.50
4. **Contract Change Order No. 4:**
   Eliminate Line Item (Sand)
   For a net Decrease of -$14,523.78
5. **Contract Change Order No. 5:**
   Balance of Quantities **For a net Increase of $22,091.56**

FINANCIAL HISTORY:

SOURCE OF BUDGET FUNDING	**AMOUNT**
CDBG Grant	$177,600.00
Park Impact Fee Reserve	$64,319.70
Accumulated Capital Outlay Reserve	$40,359.08
Total Budget Funding	**$282,278.78**

CONSTRUCTION COST:	
Original Contract – Total Bid Award	$257,278.78
Contract Change Order No. 1	$627.72
Contract Change Order No. 2	$2,757.70
Contract Change Order No. 3	$6,237.50
Contract Change Order No. 4	-$14,523.78
Contract Change Order No. 5	$22,091.56
Total Construction Cost	$274,469.48
Balance (Credit)	-$7,809.29

Attachment: Final Project Construction and Finance History Report (PW: NOC for CDBG Lacey Basketballl Courts Project)

RECORDING REQUESTED BY:
CITY OF HANFORD

When recorded return to:

City Clerk
City of Hanford
315 North Douty Street
Hanford, California 93230-3951

G.C. 27361.3 - Fee NIL

NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located: 112 Florinda St. Hanford Ca 93230
2. The Improvement is particularly described as: Community Improvement Project
3. The date of completion of the work of Improvement: 06/06/2022
4. The Owner of the work of Improvement: City of Hanford.
5. The nature of the owner's interest or estate: Fee Simple Title.
6. The name of the original contractor for the work of Improvement: TBS Construction
7. The surety for the work of Improvement: The Ohio Casualty Insurance Company
8. All work for this project has been completed.
9. Accepted by minute action of the City Council of the City of Hanford on: August 2, 2022

I certify under penalty of perjury that the foregoing is true and correct.
Dated this 6th day of August 2, 2022

BY: _____
Diane Sharp, Mayor
City of Hanford, County of Kings, State of California

Attachment: NOC - Recording Original PDF (PW: NOC for CDBG Lacey Basketballl Courts Project)

I, the undersigned, say:
I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Hanford, California, this ____ day of _____, 2022.

BY: _____
Diane Sharp, Mayor
City of Hanford, County of Kings, State of California

Authority: Section 1181 Civil Code

Attachment: NOC - Recording Original PDF (PW: NOC for CDBG Lacey Basketball Courts Project)

RECORDING REQUESTED BY:
CITY OF HANFORD

When recorded return to:

City Clerk
City of Hanford
315 North Douty Street
Hanford, California 93230-3951

G.C. 27361.3 - Fee NIL

NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located: 112 Florinda St. Hanford Ca 93230
2. The Improvement is particularly described as: Community Improvement Project
3. The date of completion of the work of Improvement: 06/06/2022
4. The Owner of the work of Improvement: City of Hanford.
5. The nature of the owner's interest or estate: Fee Simple Title.
6. The name of the original contractor for the work of Improvement: TBS Construction
7. The surety for the work of Improvement: The Ohio Casualty Insurance Company
8. All work for this project has been completed.
9. Accepted by minute action of the City Council of the City of Hanford on: August 2, 2022

I certify under penalty of perjury that the foregoing is true and correct.
Dated this 6th day of August 2, 2022

BY: _____
Diane Sharp, Mayor
City of Hanford, County of Kings, State of California

Attachment: NOC - Recording Original WORD (PW: NOC for CDBG Lacey Basketballl Courts Project)

I, the undersigned, say:
I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Hanford, California, this ____ day of _____, 2022.

BY: _____
Diane Sharp, Mayor
City of Hanford, County of Kings, State of California

Authority: Section 1181 Civil Code

Attachment: NOC - Recording Original WORD (PW: NOC for CDBG Lacey Basketballl Courts Project)

AGENDA
STAFF REPORT

MEETING DATE: 8/2/2022	**AGENDA SECTION:** G

SUBJECT:
Police: Adoption of Resolution No. 22-35-R, authorizing the acceptance of an award of $54,133.00 in grant funding from the Department of Alcohol Beverage Control (ABC) for DUI enforcement and authorize the Police Chief to execute the Agreement.

RECOMMENDATION:
That the City Council approve the resolution accepting the ABC grant in the amount of $54,133.00 and authorize the Police Chief to execute the grant agreement.

BACKGROUND:
The Hanford Police Department obtained a competitive grant for $54,133.00. This grant will fund the overtime for the following operations to occur. This grant requires no match or other obligations outside of working the details.
1. 6 - Minor decoy operations
2. 6 - Shoulder tap operations
3. 2 - Impact operations
4. 2 - Undercover task force operations
5. 4 - Party patrol operations
6. 4 - DUI/alcohol saturation patrols.
7. 2 - LEAD Training's
8. 4 - DUI saturation patrols
9. 12 - Market place details
10. 4 - Fair details
11. 8 - Press releases

These funds will go a long way toward the Department's efforts towards alcohol enforcement over this next year. These extra officers on patrol not only benefit the goals and objectives of the grant but will also have a positive impact on other crimes, increase the community presence of the Department and help to deter other criminal activity that may otherwise occur while these details are out.

FISCAL IMPACT:
Grant revenue of $54,133.00 to cover the cost of overtime incurred for ABC enforcement details.

ATTACHMENTS:
Exhibits
STD 213
ABC Grant Reso

EXHIBIT A
SCOPE OF WORK

I. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.

- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These Programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:

  1. The operation period of the grant is July 1, 2022 through June 30, 2023.

  2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.

  3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.

  4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.

  5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

II. GOALS AND OBJECTIVES

1. Conduct at least six (6) Minor Decoy operations.

2. Conduct at least six (6) Shoulder Tap operations.

3. Conduct at least two (2) IMPACT operations.

4. Conduct at least two (2) Undercover Task force operations.

Attachment: Exhibits (PD: Resolution to accept grant from ABC)

5. Conduct at least four (4) Party Patrol operations.

6. Conduct at least four (4) DUI/Alcohol related warrant detail operations.

7. Conduct at least two (2) LEAD trainings.

8. Conduct at least four (4) DUI Saturation detail operations.

9. Conduct at least twelve (12) Thursday Night Marketplace details.

10. Conduct at least four (4) Kings County Fair details.

11. Provide at least eight (8) press releases on grant enforcement activities.

    A. To announce the start of the program;
    B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
    C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).

12. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (pio@abc.ca.gov) as soon as it is released.

13. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15th of the following month.

III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Hanford Police Department
Justin Vallin, Sergeant
425 N. Irwin Street
Hanford, CA 93230
(559) 585-2535
jvallin@cityofhanfordca.com

Department of Alcoholic Beverage Control
Brandon Shotwell, Supervising Agent in Charge
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2329
Brandon.shotwell@abc.ca.gov

Direct all fiscal inquiries to:

Hanford Police Department
Jimmy Macias, Administrative Analyst
425 N. Irwin Street
Hanford, CA 93230
(559) 585-4721
jmacias@cityofhanfordca.com

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2572
Kristine.okino@abc.ca.gov

Attachment: Exhibits (PD: Resolution to accept grant from ABC)

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.

- Invoices shall clearly reference this contract number (22-APP10) and must not exceed the contract total authorized amount of $54,133.00. Invoices are to be submitted by the 15th of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control
Attn: Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statues of 2022.

- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2022 and on or before the project termination date, June 30, 2023.

- Revisions to the “Scope of Work” and the “Budget Detail” may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.

- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.

- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.

- Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this grant unless the State otherwise directs.

- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under this grant in any media.

Attachment: Exhibits (PD: Resolution to accept grant from ABC)

II. BUDGET DETAIL

COST CATEGORY	TOTAL COST
A. Personnel Services	
Overtime	
Corporal	$12,619.00
Sergeant	$17,194.00
Officer	$8,550.00
Detective	$9,450.00
Benefits n/a	$0.00
TOTAL Personnel	**$47,813.00**
B. Operating Expenses (receipts required)	
Buy Money	$2,500.00
TOTAL Operating	**$2,500.00**
C. Equipment (receipts required, must be purchased by 12/31)	
Cellphone (pre-approval required)	$930.00
Headphones	$390.00
TOTAL Equipment	**$1,320.00**
D. Travel Costs	
Registration, per diem, lodging	$2,500.00
TOTAL Travel	**$2,500.00**
GRANT TOTAL	**$54,133.00**

Attachment: Exhibits (PD: Resolution to accept grant from ABC)

III. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- 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 Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

IV. PROMPT PAYMENT CLAUSE

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Attachment: Exhibits (PD: Resolution to accept grant from ABC)

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

Attachment: Exhibits (PD: Resolution to accept grant from ABC)

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2,§11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

Attachment: Exhibits (PD: Resolution to accept grant from ABC)

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. <u>CHILD SUPPORT COMPLIANCE ACT</u>: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Attachment: Exhibits (PD: Resolution to accept grant from ABC)

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Attachment: Exhibits (PD: Resolution to accept grant from ABC)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Disputes: Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.

2. Cancellation/Termination: This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.

3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2022, for the purposes of this program.

4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.

Attachment: Exhibits (PD: Resolution to accept grant from ABC)

STATE OF CALIFORNIA
Department of Alcoholic Beverage Control
Alcohol Policing Partnership Program

PROPOSAL COVER SHEET
(TO BE COMPLETED BY APPLICANT AGENCY)

1. Name of Applicant Agency: Hanford Police Department

2. Description of Applicant Agency: *Provide your city or county jurisdiction, and include population data, relevant demographic, and socio-economic characteristics of the community.*
The City of Hanford is seventeen (17) square miles and has a population of sixty thousand (60,000) people. The Hanford Police Department is a full service police department with sixty- three (63) sworn positions and thirty (30) full time Non-Sworn positions to include Records, Dispatch, Animal Control, and PSO's. The Police Department is split into an Operations and Support Services Division each with a Captain and Lieutenant in charge of them. The Operations Division is made up of Patrol and Traffic Officers. The support Services Division is made up of Detectives, Problem Oriented Policing, and School Resource Officers.

3. Number of licenses in Project Area: 131

4. Tax ID: 94-6000345

5. Funds Requested: $54,133.04

6. Project Period: July 1, 2022 – June 30, 2023

7. Acceptance of Conditions: *By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.*

A. Project Director
Person Having Day-To-Day Responsibility for the Project

Name: Justin Vallin
Address: 425 N. Irwin Street
Hanford CA 93230
Phone: (559)585-2535
Email Address: jvallin@cityofhanfordca.com
Title: Sergeant
Signature:

B. Chief of Police or Sheriff
Authorizing Official

Name: Parker Sever
Address: 425 N. Irwin Street
Hanford CA 93230
Phone: (559)585-4730
Email Address: psever@cityofhanfordca.com
Title: Chief of Police
Signature:

C. Fiscal or Accounting Official

Name: Jimmy Macias
Address: 425 N. Irwin Street
Hanford CA 93230
Phone: (559)585-4721
Email Address: jmacias@cityofhanfordca.com
Title: Administrative Analyst
Signature: Jimmy Macias

D. ABC USE ONLY

RECEIVED
MAR 24 2022
Dept. of Alcoholic Beverage Control
Grant Unit

Attachment: Exhibits (PD: Resolution to accept grant from ABC)

SCOPE OF WORK

Summary

The City of Hanford is located in the heart of the San Joaquin Valley in Central California. The city has approximately 60,000 residents and swells to approximately 85,000 people during the day time hours. Hanford is located in Kings County and is the county seat. We are home to the only full-service hospital, mall, and large chain department stores in the entire county. The Hanford Police Department is a full-service police department with sixty- three (63) sworn police officers and thirty (30) full time non-sworn staff members. The department is split into two operating divisions. The Operations Division is comprised of Patrol operations, Police Service Officers, and Motor Traffic Officers. The Support Services Division is comprised of Detective Division, Property / Evidence, School Resource Officers, Problem Oriented Policing Officers, Major Crime Detectives, Homeless Assistance Resource Team, Records Division, and Dispatch. Each Division is managed by a Lieutenant. The Police Department has approximately fifteen (15) police explorers who range in age from fourteen (14) to twenty (20) years of age. These explorers assist the department in conducting ABC operations to include Minor Decoy Operations, Shoulder Tap Investigations, and undercover investigations. The primary role of reviewing ABC licenses from local businesses falls under the direction of the Support Services division. The Detectives and Problem Oriented Policing Units have also been tasked with the responsibility of contacting the Fresno ABC office when concerns arise about the licensed businesses. Both units work closely with the Fresno ABC office to conduct enforcement operations and undercover details on licensed businesses. There are currently one hundred thirty-one (131) ABC Licensed locations within the City of Hanford sixty-nine (69) On Sale and sixty- two (62) off Sale. The City of Hanford is requesting $54,133.04 of grant funding from the State of California Alcoholic Beverage Control.

Project Personnel

>Thursday Nigh Market Place- One (1) Sergeant, One (1) Corporal, Two (2) Detectives

>Kings County Fair- One (1) Sergeant, One (1) Corporal, and Two (2) detectives

>Shoulder Taps- One (1) Sergeant, One (1) Corporal, Two (2) POP Officers

>Minor Decoy Operations- One (1) Sergeant, One (1) Corporal, Two (2) Pop Officers

> LEAD Trainings- One (1) Sergeant, One (1) Corporal

>IMPACT Inspection Operations- One (1) Sergeant, One (1) Corporal, Two (2) Detectives

>DUI / Alcohol Related Crimes Warrant Details- Two (2) Sergeants, Two (2) Corporals

>Party Patrol Detail- Two (2) Officers

> Undercover task for targeting disorderly licensed businesses- One (1) Sergeant, One (1) Corporal, and Two (2) Detectives

> Saturation details to deal with alcohol related crimes- One (1) Sergeant and One (1) Corporal.

>Monthly reporting each month. One (1) Sergeant.

Attachment: Exhibits (PD: Resolution to accept grant from ABC)

SCOPE OF WORK

Problem Statement

Main Street Hanford sponsors the Thursday Night Market Place from May until October each year. This event draws approximately three thousand (3,000) people every Thursday night from 5:00pm to 9:00 pm. Main Street Hanford is issued a temporary ABC license and sells beer and wine at the event. Each Thursday there is live music and local restaurants and bars typically stay open later due to the influx of people in the downtown area. With the influx of patrons, there will be more alcohol related calls for service such as DUI's, DUI collisions, intoxicated subjects inside and outside of bars and restaurants, and contributing to the delinquency of minor calls for service. Main Street Hanford hosts several large events throughout the year such as; Wine and Chocolate, Witches Night Out, and a St. Patrick ' s Day event. These events draw two thousand (2,000) to three thousand (3,000) patrons and each event has beer and wine supplied at the events. Winter Wonderland is another event that happens from November to January. Beer and wine are sold at the event as this event as well. Each of the events are held in the downtown area of the city. The Hanford Police Department provides law enforcement services for the Kings County Fair which is four consecutive days in June or July. Alcoholic beverages are sold in the Beer and wine garden, sprint car races, and live entertainment concerts. Several thousand patrons go to the fair each day and police officers need to be at the fairgrounds and the surrounding areas and venues to ensure alcohol related laws are followed and enforced. In 2019, there were fifty-five (55) DUI Traffic Collision reported with ten (10) people injured. In 2020, there were sixty (60) DUI Traffic Collisions with thirty-seven (37) people injured as a result of the collision. In 2021, there were one hundred eighty-seven (187) DUI with fifteen (15) DUI traffic collisions reported.

Project Description *section 1 of 3*

Some of the objectives and goals we will attempt to address the problems within the City of Hanford are:
>Identifying and targeting problematic ABC licensed establishments. By identifying problematic establishments, that will minimize the sales to minors as well as making sure that establishments selling beer and liquor are following protocols when selling alcohol to the public.

>Conduct Two (2) undercover tasks force operations targeting disorderly-licensed businesses- Four (4) hours each operation. 1 Sergeant, 1 Corporal, and Two (2) detectives. By conducting undercover tasks, the department will be able to target disorderly licensed business and make sure that the disorderly businesses are not continue to break ABC and legal laws. That will minimize the sales to minors as well as making sure that establishments selling beer and liquor are following protocols when selling alcohol to the public.

>Develop and implement a multi-agency task force involving the Hanford Police Department, Kings County Sheriff ' s Office, and agents with the State of California Alcoholic Beverage Control.

SCOPE OF WORK

Project Description *section 2 of 3*

>Conduct six (6) Shoulder Tap Operations- Five (5) hours each operation-One (1) Sergeant, One (1) Corporal, Two (2) POP Officers. During Shoulder Tap operations, Hanford Police Department will identify adults who are buying alcohol for minors. This will minimize the amount of underage drinking that happens in the city of Hanford.

>Conduct six (6) Minor Decoy Operations- Five (5) hours each operation-One (1) Sergeant, One (1) Corporal, Two (2) Pop Officers. During Minor Decoy Operations, Hanford Police Department will deploy a minor decoy in to an establishment to purchase alcohol unlawfully. Minor Decoy Operations will immediately identify any establishment that is selling alcohol to minors.

> Conduct four (4) Party Patrol Details- Four (4) hours each operation-Two (2) Officers. Conducting Party Patrol details minimizes the amount of underage parties that are happening in the present and future. Officers will be on the lookout to crackdown on underage drinking as well as being able to identify if an establishment is selling alcohol to minors and/or identifying who is purchasing alcohol for the minors.

> Conduct four (4) DUI / Alcohol related crimes Warrant Details- Four (4) hours each operation- Two (2) Sergeants and Two (2) Corporals

>Coordinate and conduct two (2) IMPACT operations- Six (6) hours each operation-One (1) Sergeant, One (1) Corporal, Two (2) Detectives. when IMPACT operations are conducted, the licensee is reminded of the responsibilities and accountability the establishment has with the sale of alcohol. The premises of the establishment are inspected as well for any violations in regards to loitering, litter, graffiti, posted signs, slot machines, etc.

> Schedule and coordinate two (2) LEAD classes for ABC licensed establishments- Four (4) hours each operation-One (1) Sergeant, One (1) Corporal. During these LEAD classes, retail businesses that have ABC licenses get the proper training and education on selling alcohol safely, responsibly, and legally.

> Conduct four (4) Saturation details to deal with alcohol related crimes occurring in the city of Hanford- Five (5) hours each operation- One (1) Sergeant and One (1) Corporal. Saturation details help the department identify possible and suspected DUI's.

Attachment: Exhibits (PD: Resolution to accept grant from ABC)

SCOPE OF WORK

Project Description *section 3 of 3*

<Developing a proactive partnership with Main Street Hanford and staff four (4) Officers during twelve (12) Thursday Night Marketplace Events- Four (4) hours each operation- One (1) Sergeant, One (1) Corporal, Two (2) Detectives. The Thursday Night Market Place is one of the biggest events in the city. There is beer and wine sold at the Market Place. Officer presence will deter underage drinking as well as the possibility of DUI's. Police presence around the downtown area will also net people who are driving under the influence. Downtown restaurants and bars stay open later for business on Thursdays because of the amount of people the Market Place draws.

>Coordinate a uniformed presence and saturation detail during the four (4) days of the Kings County Fair with Four (4) officers each day- Four (4) hours each operation-One (1) Sergeant, One (1) Corporal, and Two (2) detectives. Having officer presence at one of the biggest events in the City of Hanford will prevent underage drinking at the fair as well as preventing DUI's.

>Issue eight (8) press releases regarding the grant / and activities conducted during the time period of the grant- One (1) hour each- One (1) Sergeant. Issuing press releases is important to our agency because that is the agency ′ s way of letting the public know about the operations that are being run and funded by the APP grant. The Police department shows transparency and ensures that the citizens of Hanford are safe.

In July 2018, the Hanford Police Department was awarded an ABC GAP Grant to combat underage alcohol sales and DUI's. From July 2018 till February 2019 we conducted Eight Shoulder Tap Operations, Eight Minor Decoy Operations, and 18 General Enforcement Operations. These operations netted 14 adults booked into the Kings County Jail and 27 adults cited for various crimes including Sales of Alcohol to a minor, Furnishing Alcohol to Minors, Narcotic arrests, DUI ′ s, and Identity Theft. These stats show that there are several businesses and adults willing to sell / furnish alcohol to minors despite press releases depicting arrests and citations of businesses who recently sold to minors.

Attachment: Exhibits (PD: Resolution to accept grant from ABC)

ALCOHOL POLICING PARTNERSHIP GRANT
PROPOSAL BUDGET DETAIL

A. Personnel Services

Salaries

	Classification/Positions	Computation	Total Cost
1			
2			
3			
		SUBTOTAL	$ 0.00

Overtime

	Classification/Positions	Computation	Total Cost
1	Corporal		$ 12,619.44
2	Sergeant		$ 17,193.60
3	Police Officer		$ 8,550.00
4	Detective Officer		$ 9,450.00
5			
6			
		SUBTOTAL	$ 47,813.04

Benefits

	Classification/Positions	Computation	Total Cost
1			
2			
3			
4			
5			
		SUBTOTAL	$ 0.00

B. Operating Expenses and Equipment

Operating Expenses *

	Description	Computation	Total Cost
1	Operation "Buy Money"		$ 2,500.00
2			
		SUBTOTAL	$ 2,500.00

* maximum of $2,500.00

Equipment *

	Description	Computation	Total Cost
1	Cellphone		$ 930.00
2	Headphones		$ 390.00
3			
		SUBTOTAL	$ 1,320.00

* maximum of $2,500.00

C. Travel Expenses *

	Description	Computation	Total Cost
1	Registration fee For APP Conference		$ 650.00
2	Travel, Per diem, lodging		$ 1,850.00
3			
4			
		SUBTOTAL	$ 2,500.00

* APP Conference only. All travel cannot exceed current state rates

GRANT TOTAL $ 54,133.04

Attachment: Exhibits (PD: Resolution to accept grant from ABC)

OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available.

Note: Round all budget amounts to the nearest dollar—no cents.

Budget Category	Grant Funds	Other Funds	Program Total
A. Personnel Services	47,813.04		47,813.04
B. Operating Expense	2,500.00		2,500.00
C. Travel/Registration Fees	2,500.00		2,500.00
D. Equipment	1,320.00		1,320.00
TOTALS	$ 54,133.04	$ 0.00	$ 54,133.04

*This form does not become part of the contract but is **required** in the Request for Proposal package.*

Attachment: Exhibits (PD: Resolution to accept grant from ABC)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Appl
22-APP10	ABC-2100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Alcoholic Beverage Control

CONTRACTOR NAME
City of Hanford through the Hanford Police Department

2. The term of this Agreement is:

START DATE
July 1, 2022

THROUGH END DATE
June 30, 2023

3. The maximum amount of this Agreement is:
$ 54,133.00 Fifty four thousand one hundred thirty three dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	P
	Exhibit A	Scope of Work	2
	Exhibit B	Budget Detail and Payment Provisions	3
	Exhibit C *	General Terms and Conditions	4
+ -	Exhibit D	Special Terms and Conditions	1
+ -	Attachment RFP	RFP Scope of Work	7

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Hanford through the Hanford Police Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE
425 N. Irwin Street	Hanford	CA

PRINTED NAME OF PERSON SIGNING	TITLE
Parker Sever	Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Attachment: STD 213 (PD: Resolution to accept grant from ABC)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Appl
22-APP10	ABC-2100

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Department of Alcoholic Beverage Control			
CONTRACTING AGENCY ADDRESS 3927 Lennane Drive, Suite 100	CITY Sacramento	STATE CA	Z 9 4
PRINTED NAME OF PERSON SIGNING Pattye Baker	TITLE Chief, Business Management Branch		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Attachment: STD 213 (PD: Resolution to accept grant from ABC)

RESOLUTION NO. 22-35-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD EXECUTING THE ABC (ALCOHOL BEVERAGE CONTROL) ALCOHOL ENFORCEMENT GRANT.

At regular meeting of the City Council of the City of Hanford duly called and held on August 02, 2022, it was moved by Council Member_____, and seconded by Council Member_____, and carried that the following resolution be adopted:

WHEREAS, The ABC put out a grant for alcohol enforcement details; and,

WHEREAS, The City of Hanford was awarded $54,133.00; and,

WHEREAS, The grant requires no matching funds; and,

WHEREAS, The grant will enable the Hanford Police Department to conduct a variety of alcohol enforcement details; and,

WHEREAS, It is a department priority to protect the youth and others from irresponsible sales and use; and,

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the execution of this grant agreement.

PASSED, ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Hanford held on August 2, 2022, by the following vote:

AYES:_____

NOES:_____

ABSTAIN:_____

ABSENT:_____

_____
Kalish Morrow
MAYOR of the City of Hanford

Attest:

_____
Natalie Corral
CITY CLERK

Attachment: ABC Grant Reso (PD: Resolution to accept grant from ABC)

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 02 day of August 2022.

Date: _____

_____

City Clerk

EXHIBIT A

AGENDA
STAFF REPORT

MEETING DATE: 8/2/2022	**AGENDA SECTION:** H

SUBJECT:
Finance: Approval of a Master Lease Agreement with Enterprise Fleet Management for a vehicle replacement program and authorization for the City Manager to execute the agreement and auxiliary documents

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RECOMMENDATION:
Staff recommends that the City Council, by motion, authorize the City Manager to execute a Master Lease Agreement and auxiliary documents subject to non-substantive amendments per the City Attorney and Risk Division with Enterprise Fleet Management for a vehicle replacement program.

BACKGROUND:
It is current best practice in cities around the nation to diversify fleet acquisition methods. Especially in the current environment of economic uncertainty, using the best acquisition options for each class of vehicle will enable the City to pursue the most economical replacement strategy. With the addition of the proposed lease equity acquisition option with Enterprise Fleet Management make sense for the City in certain acquisitions such as light-duty fleet or vehicles that need to be on newer end of life to maintain peak performance (such as public safety vehicles). The City of Hanford currently has a fleet replacement program in place that is self administered and purchases vehicles on a cash basis and replace them according to a pre-determined replacement schedule.

This proposed master equity lease agreement would utilize the City's Sourcewell membership which is a cooperative purchasing organization with competitively solicited cooperative contracts of which Enterprise has been awarded a contract in. The draft master equity lease agreement between the City and Enterprise has been tailored specifically to meet requirements of the City and does not include the maintenance of vehicles. Maintenance would be retained within the City's Fleet Division. Several cities have been found to use equity lease agreements to evaluate its usefulness as economical acquisition method. Milpitas, Novato, Vallejo, Fresno, Redlands, among others have shown success with this type of partnership.

The master equity lease program is an "open-end" lease structure, which would allow the City to replace more vehicles with less upfront capital. Below are some highlights of the program:
- No mileage restrictions, no abnormal wear and tear, and no early termination penalties;
- The City has all rights of ownership and can equip the vehicles with aftermarket parts as necessary (for example lights and equipment for Police vehicles)
- Leasing provides the opportunity to minimize the amount of large capital outlays necessary for purchasing vehicles while still being able to capitalize the lease cost; and
- The City would establish a more proactive fleet replacement plan to acquire vehicles on a more consistent basis and maintain a newer fleet

If the proposed agreement with Enterprise is approved, it is the intention of staff to start utilizing the program in phases. To begin, the purchase of five Police vehicles recently approved by Council would be acquired through this program. Staff believes because the police vehicles drive many more miles than other vehicles in the fleet, they need to be replaced on the average of every five years. These vehicles take a lot of staff time to order, register, upfit and eventually sell/auction. There are cost savings and efficiencies attained from having Enterprise perform those services. With buying and selling powers of a larger fleet oriented organization such as Enterprise, it is anticipated when sold, the equity returned to the City will be substantially more than received by the City in typical auction sales.

FISCAL IMPACT:
There is no immediate fiscal impact with this action. Currently the City budgets over $2.1 million annually to Fleet Replacemen. Staff projects this amount should be higher with recent inflation increases and evolution of fleet replacement needs with higher cost vehicles and lower cost vehicles no longer available. Despite the projected increases in costs, there is potential for an average of $150,000 in annual savings by going to the Enterprise fleet leasing program versus the current purchase program adminstered by the City. This would come from reduced maintenance costs and benefit of leveraging equity remaining in leased vehicles being sold by Enterprise and value returned to the City for future leased vehicles.

Subsequent vehicle lease agreements established under this umbrella will be evaluated on a case by case basis according to the City's fleet replacement policy. The annual fleet replacement budget for individual units is approved as part of the City's operating budget process.

ATTACHMENTS:
Fleet Synopsis - City of Hanford
MEL Agreement
Agreement to sell customer vehicles
Consignment Auction Agreement

FLEET MANAGEMENT

PREPARED FOR:

City of Hanford

Kristian Anganes	916-770-0884	kristian.p.anganes@efleets.com
FLEET CONSULTANT	PHONE	EMAIL

FLEET MANAGEMENT
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FLEET SYNOPSIS | CITY OF HANFORD

Current fleet age is negatively impacting the overall budget and fleet operations

- **30%** of the light and medium duty fleet is currently 10 years or older
- **8.4 years** is the current average age of the fleet
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, lack of advancement in safety technology, causing increased downtime and loss of productivity.

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over $2,997,335 in 10 years

- Shorten the current vehicle life cycle from 11.64 years to 3.73 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Opportunity to free up more than $479,000 in capital from the sale of 82 vehicles in the first year
- Significantly reduce maintenance to an average monthly cost of $34.49 vs. current estimated $175.00
- Reduce the overall fuel spend through more fuel efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity

Increase employee safety with newer vehicles

- Currently:
  - 25 vehicles predate Anti-Lock Brake standardization (2007)
  - 46 vehicles predate Electronic Stability Control standardization (2012)
    - *ESC is the most significant safety invention since the seatbelt*
  - 104 vehicles predate standardization of back up camera (2018)

Piggyback the Sourcewell awarded RFP #060618-EFM that addresses the following:

- Access to all fleet management services as applicable to the needs of the city
- Supports the city's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

THE RESULTS

By partnering with Enterprise Fleet Management, City of Hanford will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. City of Hanford will reduce fuel costs by 30% and reduce maintenance costs from estimated $175.00 on average to $34.49 per unit. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, City of Hanford will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 109% above Black Book value. By shifting from reactively replacing aged vehicles to proactively planning vehicle purchases, City of Hanford will be able to replace all of its vehicles over the course of 4 years while creating an average annual savings of $412,367 and a 10-year savings of $2,997,335.

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FLEET PLANNING ANALYSIS | CITY OF HANFORD

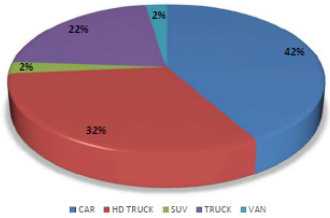
Fleet Profile / Fleet Replacement Schedule

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2022	2023	2024	2025	2026	Under-Utilized
Mid-size Sedan	19	6.9	5,800	5	6	4	2	2	0
Full-size Sedan	48	6.9	7,500	27	0	8	13	0	0
Hybrid Sedan	1	20.2	100	1	0	0	0	0	0
Minivan-Passenger	1	4.0	800	0	0	1	0	0	0
Full-size Van-Passenger	1	18.2	4,200	1	0	0	0	0	0
3/4 Ton Van Cargo	2	13.1	17,800	2	0	0	0	0	0
Mid Size SUV 4x2	3	8.4	5,700	2	0	0	1	0	0
Mid Size SUV 4x4	1	3.0	21,300	0	1	0	0	0	0
Compact Pickup Reg 4x2	16	16.8	4,300	16	0	0	0	0	0
1/2 Ton Pickup Reg 4x2	14	6.3	7,000	6	2	4	1	1	0
1/2 Ton Pickup Ext 4x2	1	15.2	6,000	1	0	0	0	0	0
1/2 Ton Pickup Quad 4x4	4	2.8	5,600	0	0	1	2	1	0
3/4 Ton Pickup Reg 4x2	30	7.9	7,000	9	9	6	1	5	0
3/4 Ton Pickup Ext 4x4	1	14.1	6,800	1	0	0	0	0	0
3/4 Ton Pickup Quad 4x2	1	3.0	5,300	0	0	0	1	0	0
3/4 Ton Pickup Quad 4x4	1	1.0	7,000	0	0	0	0	1	0
1 Ton Cab Chassis	8	11.6	3,300	5	0	0	3	0	0
1 1/2 Ton Cab Chassis	11	7.3	7,500	6	0	3	2	0	0
Totals/Averages	163	8.4	6,600	82	18	27	26	10	0

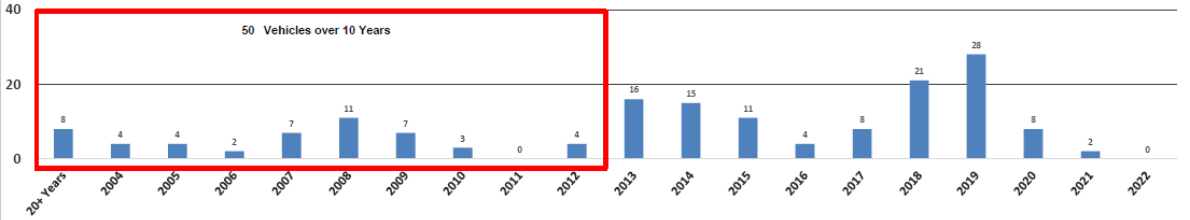
Replacement Criteria

* Fiscal Year 2022 = 8 years old and older, or odometer over 80,000
* Fiscal Year 2023 = 6 years old and older, or odometer over 60,000
* Fiscal Year 2024 = 4 years old and older, or odometer over 40,000
* Fiscal Year 2025 = 3 years old and older, or odometer over 30,000
* Fiscal Year 2026 = Remaining Vehicles
* Underutilized = Annual Mileage less than

Vehicle Types



Model Year Analysis

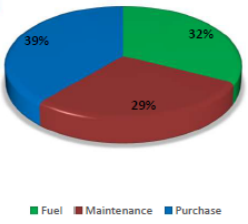


Confidential 12/13/2021 enterprise FLEET MANAGEMENT

Current Fleet	163	Fleet Growth	0.00%	Proposed Fleet	163
Current Cycle	11.64	Annual Miles	6,600	Proposed Cycle	3.73
Current Maint.	$175.00			Proposed Maint.	$34.49
Maint. Cents Per Mile	$0.32	Current MPG	12	Price/Gallon	$4.25

Fleet Costs Analysis

Fiscal Year	Fleet Size	Fleet Mix: Annual Needs	Fleet Mix: Owned	Fleet Mix: Leased	Fleet Cost: Purchase	Fleet Cost: Lease* Incl. Tax	Fleet Cost: Equity (Owned)	Fleet Cost: Equity (Leased)	Fleet Cost: Maintenance	Fleet Cost: Fuel	Fleet Cost: Fleet Budget	Annual: Net Cash
Average	163	14.0	163	0	454,787	0			342,300	381,013	1,178,100	0
'22	163	82	81	82	0	606,136	-479,200	-143,254	204,041	336,780	524,503	653,597
'23	163	41	63	100	0	762,349	-302,366	-155,518	173,692	327,070	805,226	372,874
'24	163	52	36	127	0	936,503	-346,850	-299,588	128,167	312,506	730,737	447,362
'25	163	66	10	153	0	1,181,323	-254,258	-307,143	84,329	298,481	1,002,732	175,367
'26	163	52	0	163	0	1,198,534	-185,513	-771,222	67,468	293,087	602,354	575,746
'27	163	91	0	163	0	1,198,534		-402,423	67,468	293,087	1,156,666	21,434
'28	163	53	0	163	0	1,198,534		-539,880	67,468	293,087	1,019,208	158,891
'29	163	66	0	163	0	1,198,534		-491,250	67,468	293,087	1,067,839	110,260
'30	163	62	0	163	0	1,198,534		-381,336	67,468	293,087	1,177,752	347
'31	163	50	0	163	0	1,198,534		-862,447	67,468	293,087	696,641	481,458
									10 Year Savings			$2,997,335
									Avg. Sustainable Savings			$154,478



Current Fleet Equity Analysis

YEAR	2022	2023	2024	2025	2026	Under-Utilized
QTY	82	18	27	26	10	0
Est $	$5,844	$16,798	$12,846	$9,779	$18,551	$0
TOTAL	$479,200	$302,366	$346,850	$254,258	$185,513	$0
Estimated Current Fleet Equity**					$1,568,186	

* Lease Rates are conservative estimates
**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection
Lease Maintenace costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet
31% of the current light and medium duty fleet is over 10 years old
Resale of the aging fleet is significantly reduced

Reduce operating costs
Newer vehicles have a significantly lower maintenance expense
Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget
Challenged by inconsistent yearly budgets
Currently vehicle budget is underfunded

Confidential 12/13/2021 enterprise FLEET MANAGEMENT

enterprise FLEET MANAGEMENT
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CASE STUDY | CITY OF HANFORD

CASE STUDY | CITY OF SAN MARCOS

Enterprise FLEET MANAGEMENT

The City of San Marcos Reduces Costs by 27% and Replaces Aging Vehicles.

BACKGROUND

Location: San Marcos, CA
Industry: Government
Total vehicles: 90 vehicles

THE CHALLENGE

Half of The City of San Marcos' vehicles were operating past their useful life. The City's fleet was deteriorating rapidly, and many of the vehicles needed to be replaced to mitigate escalating repair and maintenance costs. Budget challenges prevented the City from purchasing new vehicles. Major repairs reduced the number of available vehicles, and the City vehicle downtime was significantly affecting its operations. Maintenance costs continued to erode the budget and interfere with the efficiency of City operations.

THE SOLUTION

Enterprise Fleet Management evaluated the City's entire fleet to identify the most cost-effective way to replace its aging vehicles. Ten vehicles were identified as under-utilized and completely removed from service. By implementing an open-ended lease structure, the City was able to replace the remaining ninety vehicles within a three-year period. The program did not require a large initial outlay of funds. The City of San Marcos was not burdened with extensive capital requirements for vehicle replacement, allowing them to replace highly important, heavy-duty and emergency vehicles first.

> **"The Enterprise Fleet Management lease program has not only alleviated some of the maintenance burden placed on our lean fleet maintenance staff and budget, it has also provided a level of flexibility that allows my team to promptly address the City's dynamic fleet needs without sacrificing service."**
>
> *– Lisa Fowler, Public Works Manager- Administration & Fleet*

The Full Maintenance Program provides a low fixed monthly cost, which is easily budgeted for every year. The program eliminates the need for City resources to work on the light-duty fleet, so the maintenance staff can solely focus on the heavy-duty equipment.

THE RESULTS

The partnership with Enterprise Fleet Management has significantly reduced the portions of the Public Works-Fleet Operations budget and the Vehicle Replacement fund that was affected by the declining condition of the light-duty fleet. The City realized a 27% decrease in the cost to purchase and maintain the light duty fleet. The program will result in a combined fund savings of $1.1 million over a five-year period.

To learn more, visit efleets.com or call 877-23-FLEET.

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Key Results

27% DECREASE IN FLEET COSTS

RIGHT-SIZED FLEET BY 10% FOR BETTER UTILIZATION

REPLACED 90 VEHICLES OVER A 3-YEAR PERIOD

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PROGRAM RESOURCES | CITY OF HANFORD

SAFETY

- 30% of all vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control, airbag standardization and anti-lock brake control.

CLIENT STRATEGY MANAGER

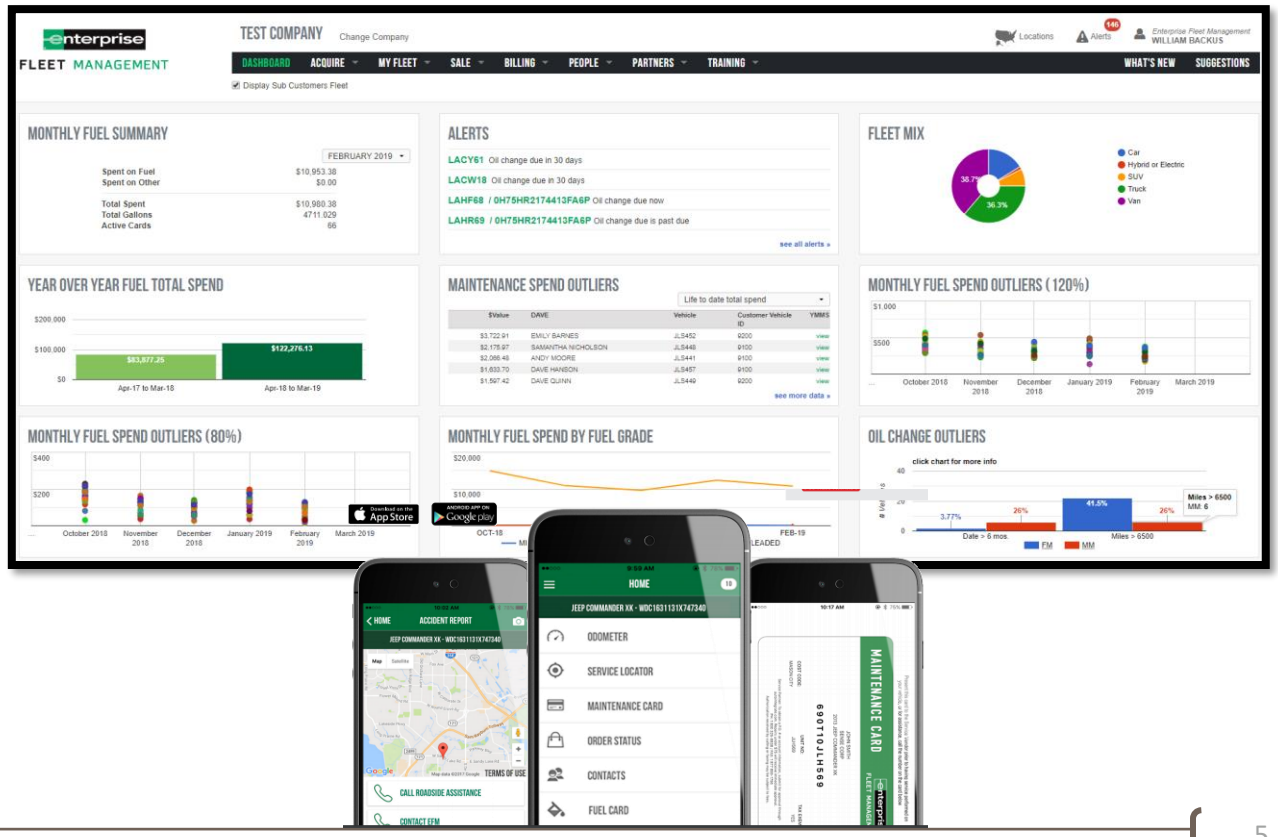
The City of Hanford will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Client Strategy Manager meets with you 3-4 times a year for both financial and strategic planning.
- Your Client Strategy Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



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REFERENCES | CITY OF HANFORD

CURRENT PARTNERS:

- County of Mariposa
- City of Anderson
- Golden Plains Unified School District
- City of Grass Valley
- Calaveras County Water District
- County of Yuba

COOPERATIVES:

- TIPS/TAPS USA
- SOURCEWELL

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FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Dela statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement an various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a descripti the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be bin on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Less the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use o Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor ha all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subserv agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service funct herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, ur terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be i amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charg maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payment begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreci Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purp of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Sche at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurr or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount w payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book V of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty pe (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the whol value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehic set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end c applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Le under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Ter such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mil on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to dama any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to claus in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minu the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Le with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and reco against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, pa on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highes permitted by applicable law (the "Default Rate").

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(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith wi repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments sha made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurre to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vel regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Les agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, s and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonom vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidanc automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transporta and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees th no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceec manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Coc Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States witl first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor n pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be design by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Le additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operatic the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Le for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other cha relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charg otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Les owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, perr inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisior this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing ar registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance wit manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required fo proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvem (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vel or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not mak cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining u life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or r with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Les sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repai Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

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(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Sche are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsib for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESI CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AG OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITH LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGR THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, ver and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, ver or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequen or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or paten any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, nor Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Less Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, spe exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, witl limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, to otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failu any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatso ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and there will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Cas Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with res to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, t written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) fo limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Ve capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage per accident (100/300/50) - No Deductible

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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $1,000 per accide Collision and $1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the hi insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other pe or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must pro the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or e designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under s policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Les Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Serv any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnis to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee he appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents an take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other a of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investiga defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, pers injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or c and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covere such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damag a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a cov Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Veh In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent veh which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for comme automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured unc commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time durin applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical dan waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance i minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental cha payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after ma of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial autom liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respe successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limita reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by re of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Sectio shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee an foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections o Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or ass will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place w any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclo information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as req by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial inform regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay v due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, ke observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provisi covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Ser or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee u

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this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdictio if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any fur liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantoror (Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, In any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guara of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any elec of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Les without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termina or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations u this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective succes or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reason attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effec enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedi (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Le all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated whole value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) sha made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor u the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Les Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreer to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor u this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will cont at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreer has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable b Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defe setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or fa of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or lial howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreer or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (ex for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instru in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Less any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise hav any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder o Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if m by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice m to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will pron notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), bu counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreem and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its h executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respe successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined wit reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebted of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvenc liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 survive termination of this Master Equity Lease Agreement.

Initials: EFM_____ Customer_____

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowlec that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind fu governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to approp funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contin upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reason damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

		LESSOR:	Enterprise FM Trust
LESSEE:	_____	By:	Enterprise Fleet Management, Inc. its attorney in fact
Signature:	_____	Signature:	_____
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Date Signed:	_____, _____	Date Signed:	_____, _____

Initials: EFM_____ Customer_____

Attachment: MEL Agreement (Finance: Execute Master Lease Agreement with Enterprise Fleet Management)

enterprise
FLEET MANAGEMENT

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and _____ (hereinafter referred to as "CUSTOMER"), on the other hand on this _____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;

B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;

C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and

D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.

2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).

3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of $_____ or the maximum permitted by law ("Service Fee").

4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.

5. Time for Payment:

(a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using incomplete vehicle or title descriptions and bids entered erroneously

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, a for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmles from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicl

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOME shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on a Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, th employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of it assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auctio fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired an non-owned) under this Agreement, with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a prima policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM c Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliat employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect tc insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with th (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TC THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UN THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED (THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevaili party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that th Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

enterprise
FLEET MANAGEMENT

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this _____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise is in the business of selling previous leased and rental vehicles at wholelsale auctions; and

B. The CUSTOMER is in the business of _____.

C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.

2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.

3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.

4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of $_____ ("Service Fee") plus towing at prevailing rate

5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid t be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.

6. Time for Payment:

(a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees an any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employee and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resultin from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehi

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defe indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or offi of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of i assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale ofall Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicl sold and title is transferred on each Vehicle, automobile third party liability of $1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with tl (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possess shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailii party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is dul authorized to bind such party.

"ENTERPRISE"	"CUSTOMER"
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date Signed: _____, _____	Date Signed: _____, _____

Attachment: Consignment Auction Agreement (Finance: Execute Master Lease Agreement with Enterprise Fleet Management)

AGENDA
STAFF REPORT

MEETING DATE: 8/2/2022	**AGENDA SECTION:** I

SUBJECT:
Finance: Receive and File the City of Hanford's Quarterly Investment Portfolio and Transactions Reports

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Recommended Motion

That the City Council, by motion, accept the City of Hanford's Quarterly Investment Portfolio and Transactions Report.

Background

Quarterly Investment Report. The City has approximately $110.1 million in investments and cash as of 06/30/22.

Recent Activity. The City actively maintains its Wells Fargo cash accounts at a minimum of $2.5 million while typically investing excess cash in the Tulare County Investment Pool (TCIP). The interest rate for TCIP has consistently remained higher than the Local Agency Investments Fund (LAIF) with a difference of 0.12%. However, this quarter in order to have more liquid funds available the City deposited $8.5 million to LAIF. On an ongoing basis, securities which mature are quickly reinvested to avoid idle cash making little to no interest.

Current Investment Environment. Interest rates are steadily increasing. The Federal Reserve is expected to raise interest rates by three-quarters of a point on July 27th, its second hike in a row of that size. This would put the federal funds rate in a range of 2.25% to 2.5%. In March, rates were zero to 0.25% (CNBC). 10 year Treasury Note interest is currently at 2.789%. Exactly one year ago rates for this note were at a rate of approximately 1.270%.

Proposed Actions. With the recent approved Pension Obligation Bonds that were ultimately privately placed with Umpqua Bank, a mandatory $4 million must be deposited in a safekeeping

account with the Bank in order to reduce and maintain our interest rate on our POB loan by a discount of 0.2%. This deposit shall take place next month and is non-interest bearing.

The City intends to add an additional broker to assist with the portfolio. Funds will be withdrawn from LAIF or bank account if excess cash is available and used to purchase securities with higher interest earnings.

Summary. The primary purpose of the City's cash is to provide residents of Hanford with services. In order to maximize the earnings potential on the City's idle cash, the City utilizes registered securities dealers to purchase low-risk investments which will provide a higher return versus allowing the cash to be held in savings accounts earning little to no interest. Additionally, idle cash is also held with government pools including Tulare County Investment Pool and LAIF. It is the policy of the City to invest public funds in a manner that will provide a high investment return with a high level of security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

Attachments: Quarterly Treasurer's Report- As of June 30, 2022

Quarterly Investment Detail Report- As of June 30, 2022

Quarterly Transactions Report- 04/01/22-06/30/22

FISCAL IMPACT:

ATTACHMENTS:
Quarterly Treasurer's Report 06.30.22
Quarterly Investment Detail Report 06.30.22
Quarterly Transactions Report 04.01.22-06.30.22

CITY OF HANFORD, CALIFORNIA

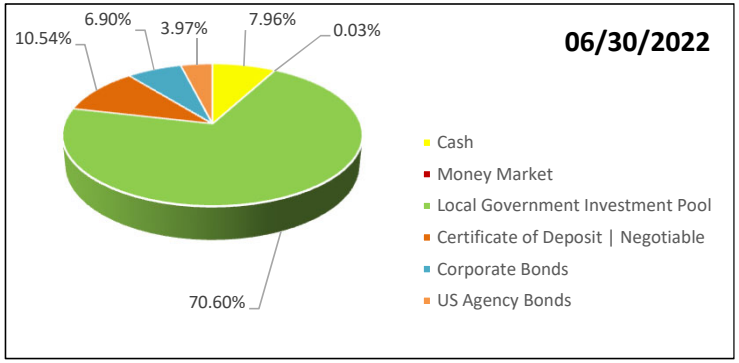
Treasurer's Report

June 30, 2022

Performance

Weighted Average Yield **0.875%**

Diversification | Security Sector	% of Portfolio	YTM @Cost	Days to Maturity	Face Amount / Shares	Cost Value	Market Value
Cash	7.96%	0.00%	1	8,714,327	8,714,327	8,714,327
Money Market	0.03%	0.85%	1	28,024	28,024	28,024
Local Government Investment Pool	70.60%	0.93%	1	77,258,925	77,258,925	77,258,925
Certificate of Deposit | Negotiable	10.54%	1.22%	514	11,882,000	11,882,000	11,532,733
Corporate Bonds	6.90%	0.67%	525	7,700,000	7,967,867	7,549,669
US Agency Bonds	3.97%	1.07%	843	4,575,000	4,575,000	4,346,900
	100.00%	**0.875%**	**125**	**110,158,276**	**110,426,143**	**109,430,579**



Attachment: Quarterly Treasurer's Report 06.30.22 (Finance: Quarterly Investment Portfolio and

6/30/2022

Description	% of Portfolio	YTM @ Cost	Days To Maturity	Face Amount/Shares	Cost Value	Market Value
Cash	7.96	0.000	1	8,714,327.30	8,714,327.30	8,714,327.30
Certificate Of Deposit	10.54	1.221	514	11,882,000.00	11,882,000.00	11,532,733.04
Corporate	6.90	0.670	525	7,700,000.00	7,967,867.00	7,549,669.28
Local Government Investment Pool	70.60	0.931	1	77,258,924.99	77,258,924.99	77,258,924.99
Money Market	0.03	0.853	1	28,024.10	28,024.10	28,024.10
US Agency	3.97	1.071	843	4,575,000.00	4,575,000.00	4,346,900.27
Total / Average	100	0.875	125	110,158,276.39	110,426,143.39	109,430,578.98

City of Hanford
Quarterly Investment Detail Report
As of 6/30/22

Description	CUSIP/Ticker	Security Sector	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity	% of Portfolio
Brokerage | Higgins Capital										
Capital One 2.25 9/20/2022	14042RHW4	Certificate Of Deposit	9/20/2017	2.250	250,000.00	250,000.00	250,250.00	9/20/2022	82	0.23
Capital One VA 2.25 9/20/2022	1404204Z0	Certificate Of Deposit	9/20/2017	2.250	250,000.00	250,000.00	250,250.00	9/20/2022	82	0.23
Barclays Bank 2.25 9/27/2022	06740KKY2	Certificate Of Deposit	9/27/2017	2.250	250,000.00	250,000.00	250,270.00	9/27/2022	89	0.23
Goldman Sacs NY 2.3 10/11/2022	38148PRA7	Certificate Of Deposit	10/11/2017	2.300	200,000.00	200,000.00	200,232.00	10/11/2022	103	0.18
CD Bank of Ruston 2.3 12/29/2022	06427LCH6	Certificate Of Deposit	12/29/2017	2.300	250,000.00	250,000.00	250,252.50	12/29/2022	182	0.23
Genoa Banking OH 2.25 12/29/2022	372348BY7	Certificate Of Deposit	12/29/2017	2.250	250,000.00	250,000.00	250,190.00	12/29/2022	182	0.23
Morgan Stanley UT 2.65 1/25/2023	61747MH46	Certificate Of Deposit	1/25/2018	2.650	64,000.00	64,000.00	64,163.84	1/25/2023	209	0.06
Morgan Stanley UT 3 4/19/2023	61747MV32	Certificate Of Deposit	4/19/2018	3.000	186,000.00	186,000.00	186,701.22	4/19/2023	293	0.17
BMW Bank UT 3 4/20/2023	05580AMJ0	Certificate Of Deposit	4/20/2018	3.000	250,000.00	250,000.00	250,937.50	4/20/2023	294	0.23
UBS Bank UT 3.15 5/30/2023	90348JCR9	Certificate Of Deposit	5/30/2018	3.150	249,000.00	249,000.00	249,976.08	5/30/2023	334	0.23
Citbank National SD 3.55 11/24/2023	17312QW47	Certificate Of Deposit	11/23/2018	3.550	250,000.00	250,000.00	251,737.50	11/24/2023	512	0.23
Sallie Mae Bank UT 1.9 10/30/2024	7954504Z5	Certificate Of Deposit	10/30/2019	1.900	100,000.00	100,000.00	96,784.00	10/30/2024	853	0.09
First National Bank TX 1.8 12/30/2024	32112UDJ7	Certificate Of Deposit	12/30/2019	1.800	250,000.00	250,000.00	240,720.00	12/30/2024	914	0.23
Wells Fargo NV 1.85 12/30/2022	949495AF2	Certificate Of Deposit	12/30/2019	1.850	245,000.00	245,000.00	244,696.20	12/30/2022	183	0.22
Merrick Bank UT 1.85 12/31/2024	59013KEP7	Certificate Of Deposit	12/31/2019	1.850	250,000.00	250,000.00	241,007.50	12/31/2024	915	0.23
Citadel Federal PA 1.65 2/27/2025	17286TAG0	Certificate Of Deposit	2/27/2020	1.650	250,000.00	250,000.00	239,105.00	2/27/2025	973	0.23
Insbank TN 1 9/27/2022	45776NDN3	Certificate Of Deposit	3/27/2020	1.000	250,000.00	250,000.00	249,517.50	9/27/2022	89	0.23
Lakeside Bank IL 1.1 9/30/2022	51210SRZ2	Certificate Of Deposit	3/30/2020	1.100	250,000.00	250,000.00	249,555.00	9/30/2022	92	0.23
Nebraska State Bank NE 1 9/29/2023	63970BAK5	Certificate Of Deposit	3/30/2020	1.000	250,000.00	250,000.00	243,967.50	9/29/2023	456	0.23
Northstar Bank MI 1.15 3/31/2023	66704MEQ0	Certificate Of Deposit	3/31/2020	1.150	250,000.00	250,000.00	247,612.50	3/31/2023	274	0.23
Pacific Western Bank CA 1.2 4/17/2023	69506YRJ0	Certificate Of Deposit	4/16/2020	1.200	250,000.00	250,000.00	247,405.00	4/17/2023	291	0.23
Centerstate Bank FL 1.2 4/17/2023	15201QDC8	Certificate Of Deposit	4/17/2020	1.200	250,000.00	250,000.00	247,405.00	4/17/2023	291	0.23
Flagstar Bank MI 1.15 4/17/2023	33847E2Z9	Certificate Of Deposit	4/17/2020	1.150	250,000.00	250,000.00	247,307.50	4/17/2023	291	0.23
Nicolet National Bank WI 1.2 4/17/2023	654062KJ6	Certificate Of Deposit	4/17/2020	1.200	250,000.00	250,000.00	247,412.50	4/17/2023	291	0.23
West Michigan Bank MI 1 4/24/2023	954444BW4	Certificate Of Deposit	4/24/2020	1.000	250,000.00	250,000.00	246,880.00	4/24/2023	298	0.23
Sterling Bank MO 1.05 4/27/2023	85916VDR3	Certificate Of Deposit	4/27/2020	1.050	250,000.00	250,000.00	246,915.00	4/27/2023	301	0.23
Morthwest Bank ID 1 4/28/2023	66736ABS7	Certificate Of Deposit	4/30/2020	1.000	250,000.00	250,000.00	246,787.50	4/28/2023	302	0.23
Pinnacle Bank TN 0.7 5/8/2023	72345SKU4	Certificate Of Deposit	5/8/2020	0.700	250,000.00	250,000.00	245,940.00	5/8/2023	312	0.23
Jonesboro State Bank LA 0.8 5/29/2025-20	48040PGX7	Certificate Of Deposit	5/29/2020	0.800	249,000.00	249,000.00	231,114.33	5/29/2025	1,064	0.23
Continental Bank UT 0.55 6/26/2025	211163KK5	Certificate Of Deposit	6/26/2020	0.550	175,000.00	175,000.00	160,907.25	6/26/2025	1,092	0.16
State Bank of India GA 0.95 6/26/2025	856283N69	Certificate Of Deposit	6/26/2020	0.950	250,000.00	250,000.00	230,940.00	6/26/2025	1,092	0.23
Partners Bank AK 0.6 6/30/2025	70212VAB4	Certificate Of Deposit	6/30/2020	0.600	250,000.00	250,000.00	230,062.50	6/30/2025	1,096	0.23
Bank Baroda NY 0.65 7/22/2025	06063HMT7	Certificate Of Deposit	7/22/2020	0.650	198,000.00	198,000.00	182,314.44	7/22/2025	1,118	0.18
Luana Savings Bank IA 0.45 7/29/2025	549104RJ8	Certificate Of Deposit	7/29/2020	0.450	250,000.00	250,000.00	228,632.50	7/29/2025	1,125	0.23
Medallion Bank UT 0.55 7/30/2025	58404DHQ7	Certificate Of Deposit	7/30/2020	0.550	250,000.00	250,000.00	229,202.50	7/30/2025	1,126	0.23
Enerbank UT 0.5 8/29/2025	29278TRA0	Certificate Of Deposit	8/31/2020	0.500	245,000.00	245,000.00	223,760.95	8/29/2025	1,156	0.22
BMO Harris Bank IL 0.5 3/28/2025-21	05600XAY6	Certificate Of Deposit	9/28/2020	0.500	249,000.00	249,000.00	230,282.67	3/28/2025	1,002	0.23
First Choice Bank CA 0.4 9/30/2025-21	319461DB2	Certificate Of Deposit	9/30/2020	0.400	249,000.00	249,000.00	226,116.90	9/30/2025	1,188	0.23
Greenstate Credit Union 0.5 7/30/2024	39573LBQ0	Certificate Of Deposit	7/30/2021	0.500	250,000.00	250,000.00	235,885.00	7/30/2024	761	0.23
Texas Exchange Bank TX 0.5 7/30/2024	88241TLS7	Certificate Of Deposit	7/30/2021	0.500	249,000.00	249,000.00	234,911.58	7/30/2024	761	0.23
Pentagon Federal Credit Union 0.55 9/30/2024	70962LAR3	Certificate Of Deposit	9/29/2021	0.550	250,000.00	250,000.00	234,980.00	9/30/2024	823	0.23
Live Oak Bank 0.5 12/11/2023	538036TF1	Certificate Of Deposit	12/10/2021	0.500	250,000.00	250,000.00	240,950.00	12/11/2023	529	0.23
Synchrony Bank 0.9 12/10/2024	87165HK41	Certificate Of Deposit	12/10/2021	0.900	250,000.00	250,000.00	235,722.50	12/10/2024	894	0.23
Bank of New York Mellon 1.6 4/24/2025-25	06406RAN7	Corporate	5/13/2020	1.216	1,000,000.00	1,018,368.00	939,970.00	4/24/2025	1,029	0.91
John Deer Capital 2.6 3/7/2024	24422EUX5	Corporate	5/15/2020	1.160	700,000.00	737,464.00	692,174.00	3/7/2024	616	0.64
Citibank NA 3.65 1/23/2024-23	17325FAS7	Corporate	5/22/2020	1.183	1,000,000.00	1,088,310.00	1,003,530.00	1/23/2024	572	0.91
Caterpillar Financial 3.75 12/24/2023	14912L5X5	Corporate	11/23/2020	0.466	1,000,000.00	1,100,500.00	1,009,070.00	12/24/2023	542	0.91
Toyota Motor Credit 0.45 1/11/2024	89236THU2	Corporate	9/20/2021	0.450	1,000,000.00	1,000,000.00	957,990.00	1/11/2024	560	0.91
Higgins Capital MM	HIGGINS	Money Market	10/31/2011	0.740	6,828.90	6,828.90	6,828.90	N/A	1	0.01
FHLB 0.5 9/24/2024-21	3130ALKN3	US Agency	3/24/2021	0.500	2,000,000.00	2,000,000.00	1,895,660.00	9/24/2024	817	1.82
FHLB 0.57 10/15/2024-22	3130ALWW0	US Agency	4/15/2021	0.570	1,000,000.00	1,000,000.00	947,920.00	10/15/2024	838	0.91
FHLB 0.5 10/4/2024-22	3130AP4G7	US Agency	10/4/2021	0.500	1,000,000.00	1,000,000.00	946,600.00	10/4/2024	827	0.91
FHLB Step 1/27/2025-22	3130AQML4	US Agency	1/27/2022	6.851	325,000.00	325,000.00	310,862.50	1/27/2025	942	0.30
Sub Total / Average Brokerage | Higgins Capital				1.155	19,189,828.90	19,434,470.90	18,550,366.86		650	17.42

City of Hanford
Quarterly Investment Detail Report
As of 6/30/22

Description	CUSIP/Ticker	Security Sector	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity	% of Portfolio
Brokerage | Wells Fargo Securities										
Israel Discount Bank 0.45 6/12/2023	465076SW8	Certificate Of Deposit	11/24/2021	0.450	250,000.00	250,000.00	244,514.32	6/12/2023	347	0.23
Safra Natl Bank 0.2 11/23/2022	78658RGA3	Certificate Of Deposit	11/24/2021	0.200	250,000.00	250,000.00	248,207.42	11/23/2022	146	0.23
Bank of India NY 0.2 11/25/2022	06279KU38	Certificate Of Deposit	11/26/2021	0.200	250,000.00	250,000.00	248,176.58	11/25/2022	148	0.23
State Bank of India 0.55 11/29/2023	856285YX3	Certificate Of Deposit	11/29/2021	0.550	250,000.00	250,000.00	241,377.51	11/29/2023	517	0.23
Bank of China/NY 0.2 11/29/2022	06428FUY1	Certificate Of Deposit	11/29/2021	0.200	250,000.00	250,000.00	248,114.38	11/29/2022	152	0.23
Cumberland Fed Bank 0.2 3/3/2023	23062KDQ2	Certificate Of Deposit	12/3/2021	0.200	250,000.00	250,000.00	246,442.81	3/3/2023	246	0.23
Goldman Sachs 0.6 12/15/2023	38149MQ22	Certificate Of Deposit	12/15/2021	0.600	224,000.00	224,000.00	216,138.56	12/15/2023	533	0.20
IADB 0.25 11/15/2023	4581X0DP0	Corporate	11/24/2021	0.586	500,000.00	496,710.00	482,679.80	11/15/2023	503	0.45
IFC 0.61 11/24/2023	45950VQS8	Corporate	11/24/2021	0.570	1,000,000.00	1,000,790.00	966,055.48	11/24/2023	512	0.91
IFC 2 10/24/2022-22	45950VLH7	Corporate	11/24/2021	0.127	1,500,000.00	1,525,725.00	1,498,200.00	10/24/2022	116	1.36
Wells Fargo Securities MM	MM5968	Money Market	11/3/2021	0.890	21,195.20	21,195.20	21,195.20	N/A	1	0.02
FHLB 2.3 3/28/2025-22	3130AREM9	US Agency	3/28/2022	2.300	250,000.00	250,000.00	245,857.77	3/28/2025	1,002	0.23
Sub Total / Average Brokerage | Wells Fargo Securities				0.447	4,995,195.20	5,018,420.20	4,906,959.83		340	4.53
LGIP | LAIF										
Local Agency Investment Fund LGIP	LAIF6352	Local Gov. Investment Pool	2/28/2009	0.861	31,590,558.35	31,590,558.35	31,590,558.35	N/A	1	28.68
Sub Total / Average LGIP | LAIF				0.861	31,590,558.35	31,590,558.35	31,590,558.35		1	28.68
LGIP | Tulare County										
Tulare County Pool LGIP	TULARE860	Local Gov. Investment Pool	5/5/2017	0.980	45,668,366.64	45,668,366.64	45,668,366.64	N/A	1	41.46
Sub Total / Average LGIP | Tulare County				0.980	45,668,366.64	45,668,366.64	45,668,366.64		1	41.46
Wells Fargo | Operating Accounts										
Wells Fargo | General Account Cash	WFGENERAL5186	Cash	10/31/2007	0.000	41,329.00	41,329.00	41,329.00	N/A	1	0.04
Wells Fargo | Self Insurance Cash	WFSELFINS1892	Cash	6/30/2020	0.000	96,160.05	96,160.05	96,160.05	N/A	1	0.09
Wells Fargo | Sweep Cash	WFSWEEP5186	Cash	6/30/2020	0.000	8,576,838.25	8,576,838.25	8,576,838.25	N/A	1	7.79
Sub Total / Average Wells Fargo | Operating Accounts				0.000	8,714,327.30	8,714,327.30	8,714,327.30		1	7.91
Total / Average				0.875	110,158,276.39	110,426,143.39	109,430,578.98		129	100

City of Hanford
Quarterly Transaction Report
04/01/22-06/30/22

Description	CUSIP/Ticker	Settlement Date	Face Amount/Shares	Principal	Interest/Dividends	Total	Portfolio Name
Deposit							
Local Agency Investment Fund LGIP	LAIF6352	6/27/2022	4,000,000.00	4,000,000.00	0.00	4,000,000.00	LGIP | LAIF
Local Agency Investment Fund LGIP	LAIF6352	5/11/2022	4,500,000.00	4,500,000.00	0.00	4,500,000.00	LGIP | LAIF

AGENDA
STAFF REPORT

MEETING DATE: 8/2/2022	**AGENDA SECTION:** J

SUBJECT:
Finance: Approval of several Purchase Orders, over $50,000 each, for the general operation of the City of Hanford.

RECOMMENDATION:
That Council, by motion, approve the following purchase orders.

VENDOR	DESCRIPTION	AMOUNT	DEPARTMENT	COMMENT
PRE-SORT CENTER OF STOCKTON INC	BPO/UTILITY BILLING AND BUS LIC PRINTING & POSTAGE	$181,500.00	12010000 & 12100000	OBTAINED BIDS. PRE-SORT SELECTED BASED ON PRICING AND CURRENT USAGE.
COMCAST BUSINESS	BPO/ACCT 939068019 ETHERNET SERV.	$62,400.00	ALL CITY DEPT'S	CITY HAS TWO MASTER SERVICE AGREEMENTS WITH VENDOR.
U S BANK CORPORATE PYMT SYSTEM	BPO/MONTHLY CAL-CARD PURCHASES	$340,000.00	ALL CITY DEPT'S	FOR TRACKING PURPOSES ONLY. ALL PURCHASES MUST ADHERE TO PURCHASING POLICY
XEROX CORP	BPO/COPIER LEASE AND COPIES	$52,000.00	ALL CITY DEPT'S	CITY HAS DEPARTMENTAL LEASES WITH XEROX CORP.

BACKGROUND:
Per Hanford Municipal Code 2.48.060 "Purchases exceeding fifty thousand dollars", the City Council has the responsibility of making a decision to accept or reject any bid. Additionally, Purchases of $2,500 or more must have bids either informally, formally or a sole source justification provided.

The Purchase Orders listed above cover annual contracts for general services provided to the City of Hanford. They include annual contracts for Printing and Copier services, broadband service, printing and postage and the City's annual contract for Credit Card services.

FISCAL IMPACT:
The FY 2022-23 Operational Budgets have available appropriation to cover these expenses

ATTACHMENTS:

AGENDA
STAFF REPORT

MEETING DATE: 8/2/2022	**AGENDA SECTION:** K

SUBJECT:
Finance: Adoption of the City of Hanford 2022-23 Investment Policy, Delegation of Investment Authority and Presentation of the Quarterly Report and Monthly Investment Transaction Report

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RECOMMENDATION:
That the City Council do the following:

1) Adopt the updated 2022-23 Investment Policy
2) Delegate investment authority to the City's Finance Director/Treasurer

BACKGROUND:
The City's cash is one of Hanford's most valuable assets. The use of that cash and safekeeping is an important function of the City. The cash can also be a source of significant income if used wisely. As a result, the Council has several oversight responsibilities, namely:

1) The adoption and annual review of the City's investment policy;
2) The delegation of investment authority to the Finance Director/Treasurer which should be done annually;

Investment Policy

The proposed 2022-23 investment policy, Exhibit A, is attached for Council's review. There are minor updates to the policy.

1) The cover page date changed from 2021-2022 to 2022-2023
2) The Annual Comprehensive Financial Report referenced on page 2
3) Updates to reference CA Debt and Investment Advisory Commission January 1, 2022 update

Delegation of Investment Authority.

The Council needs to annually delegate investment authority to the Finance Director/Treasurer as shown in the City's Investment Policy. By adopting the City's Investment Policy, the authority will again be delegated to the Finance Director/Treasurer.

Summary

The most important point in managing the City's cash is to remember the purpose of the cash is to provide the residents of Hanford with services; earning investment returns is a secondary goal. The proposed changes in the investment policy and the investment report is designed to follow the SLY acronym: Safety, Liquidity and Yield. While some investments in government agencies lose value, the City's will continue to gain value. Keeping the City's cash safe allows all to sleep well at night.

FISCAL IMPACT:
There is no financial impact with this action.

ATTACHMENTS:
2022 City of Hanford Investment Policy 2022-2023 DRAFT

CITY OF HANFORD

INVESTMENT POLICY

2022-2023

Attachment: 2022 City of Hanford Investment Policy 2022-2023 DRAFT (Finance: Adoption of Investment Policy 2022-2023)

CITY OF HANFORD

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Attachment: 2022 City of Hanford Investment Policy 2022-2023 DRAFT (Finance: Adoption of Investment Policy 2022-2023)

CITY OF HANFORD

City of Hanford, California
Investment Policy

1.0 INTRODUCTION

The City of Hanford (City) has a fiduciary responsibility to maximize the productive use of its liquid assets entrusted to its care and to manage those public funds wisely and prudently.

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities which comprise good cash management include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and short-term borrowing program which coordinates working capital requirements and investment opportunity. It is the policy of the City to invest public funds in a manner that will provide high investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

2.0 SCOPE

It is intended that this policy cover all funds and investment activities under the direct authority of the City. This policy also covers any funds held by fiscal agents in connection with the issuance of any bonds by the City. Such funds shall be invested in accordance with the applicable trust indenture.

These funds are accounted for in the City's Audited Financial Statements or Annual Comprehensive Financial Report (ACFR) and include:

General Fund

Special Revenue Funds

Debt Service Funds

Capital Project Funds

Enterprise Funds

Internal Service Funds

Trust and Agency Funds

Attachment: 2022 City of Hanford Investment Policy 2022-2023 DRAFT (Finance: Adoption of Investment Policy 2022-2023)

Funds Held by Fiscal Agents

Any new funds created by the City Council (unless specifically exempted)

3.0 PRUDENCE

The standard of prudence to be used by city officials responsible for the investment of public funds shall be the "prudent person" standard as set forth in California Code Section 53600.3 and shall be applied in the context of managing the overall city portfolio of funds. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual's security risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 INVESTMENT OBJECTIVES

4.1 Safety. It is the primary duty and responsibility of the Treasurer to protect, preserve, and maintain cash and investments placed in his trust on behalf of the City. The safety or risk associated with an investment refers to the potential loss of principal, accrued interest or a combination of the two.

4.2 Liquidity. An adequate percentage of the portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis should be on marketable securities with low sensitivity to market risk.

4.3 Yield. Yield should become a consideration only after the basic requirements of safety and liquidity have been met. The investment portfolio shall be designed to attain a market average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and State and Local laws, ordinances or resolutions that restrict investments. Examples of yield benchmarks are U. S. Treasuries from bills to 5 year notes and the average Fed Funds Rate.

4.4 Public Trust. All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of public trust. It is the City's intent, at the time of purchase, to hold all investments until maturity. In a diversified portfolio it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolios investment return, provided that adequate diversification has been implemented.

5.0 DELEGATION OF AUTHORITY

California Government Code Section 53607 provides the authority of the legislative body of the local agency to invest the funds of the local agency or to delegate that authority to the treasurer of the local agency. The Treasurer is authorized by City ordinance to manage the investment needs of the City. The Treasurer will establish a system of controls to regulate the activities of staff authorized to invest, specifically the Finance Manager or Financial Analyst, and procedures in the absence of the Treasurer.

Attachment: 2022 City of Hanford Investment Policy 2022-2023 DRAFT (Finance: Adoption of Investment Policy 2022-2023)

6.0 ETHICS AND CONFLICTS OF INTEREST

The City Treasurer and those employees that are involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Council any material financial interests in financial institutions that conduct business with their jurisdiction and shall further disclose any large personal financial investment positions that could be related to the performance of the City.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUITONS

The City shall transact business with nationally or state chartered banks, federal or state savings and loan institutions, registered primary securities dealers and qualified regional dealers under SEC Rule 15c3-1 (net capital rule).

7.1 Broker Dealers must:

A. be licensed by the States as a broker dealer, as defined in Section 25004 or the Corporations Code.
B. be a member of the Financial Industry Regulatory Authority (FINRA).
C. offer securities appropriate to the City's needs.
D. have read the City's Investment Policy.

Attachment: 2022 City of Hanford Investment Policy 2022-2023 DRAFT (Finance: Adoption of Investment Policy 2022-2023)

8.0 AUTHORIZED AND SUITABLE INVESTMENTS:

Investment of City funds is governed by the California Government Code Sections 53600, 53601, 53601.5, 53601.6, and 53635. Within the context of the limitations in Figure 1, the following investments are authorized, as further limited herein as updated by California Debt and Investment Advisory Commission January 1, 2022:

INVESTMENT TYPE	MAXIMUM REMAINING MATURITY	MAXIMUM SPECIFIED % OF PORTFOLIO	MINIMUM QUALITY REQUIREMENTS	GOVERNMENT CODE SECTIONS
U. S. Treasury Obligations	5 years	None	None	53601(b)
U.S. Agency Obligations	5 years	None	None	53601(f)
CA State Obligations or Sub-Divisions	5 years	None	None	53601(a), 53601(d), 53601(e)
Bankers' Acceptances	180 days	40%[E]	None	53601(g)
Commercial paper (under $100,000,000 of investments)	270 days or less	25% of the agency's money[G]	Highest letter and number rating by an NRSRO[H]	53601(h)(2)(C)
Negotiable Certificates of Deposit	5 years	30%[J]	FDIC/NCUA Insured	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	FDIC/NCUA Insured	53635.2, 53637, 53638 & 53653
Repurchase Agreements**	1 year	None	Collateralized	53601(j)
Medium Term Notes[N]	5 years	30% of the agency's money[G]	"A" rating category or its equivalent or better by an NRSRO	53601(k)
Mutual Fund and Money Market Mutual Funds	N/A	20%[O]	Multiple[P,Q]	53601(l), 53601.6(b)
Collateralized Bank Deposits[R]	5 years	None	Collateralized	53601(n)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Investment Pool	N/A	None	Multiple[S]	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Supranationals[U]	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)

Source: CDIAC Local Agency Investment Guide (LAIG), Figure 1
Information as of January 1, 2022[A] and applicable to all local agencies[B]
****Master Repurchase Agreement must be signed with the bank or dealer (a PSA Master Agreement or equivalent).**

Attachment: 2022 City of Hanford Investment Policy 2022-2023 DRAFT (Finance: Adoption of Investment Policy 2022-2023)

TABLE OF NOTES FOR FIGURE 1

A *Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, 53635.8, and 57603.*

B *Municipal Utilities Districts have the authority under the Public Utilities Code Section 12871 to invest in certain securities not addressed here.*

C *Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.*

D *Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.*

E *No more than 30 percent of the agency's money may be in bankers' acceptances of any one commercial bank.*

F *Includes agencies defined as a city, a district, or other local agency that do not pool money in deposits or investment with other local agencies, other than local agencies that have the same governing body.*

G *Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper and medium-term notes of any single issuer.*

H *Issuing corporation must be organized and operating within the U.S., have assets in excess of $500 million, and debt other than commercial paper must be in a rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization, or the issuing corporation must be organized within the U.S. as a special purpose corporation, trust, or LLC, have program wide credit enhancements, and have commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical rating agency.*

I *Includes agencies defined as a county, a city and county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body. Local agencies that pool exclusively with other local agencies that have the same governing body must adhere to the limits set forth in Section 53601(h)(2)(C).*

J *No more than 30 percent of the agency's money may be in negotiable certificates of deposit that are authorized under Section 53601(i).*

K *Effective January 1, 2020, no more than 50 percent of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)). On January 1, 2026, the maximum percentage of the portfolio reverts back to 30 percent. Investments made pursuant to 53635.8 remain subject to a maximum of 30 percent of the portfolio.*

L *Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.*

M *Reverse repurchase agreements must be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.*

N *"Medium-term notes" are defined in Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States."*

O *No more than 10 percent invested in any one mutual fund. This limitation does not apply to money market mutual funds.*

P *A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of $500 million, and has at least five years' experience investing in instruments authorized by Sections 53601 and 53635.*

Q *A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years' experience investing in money market instruments with assets under management in excess of $500 million.*

R *Investments in notes, bonds, or other obligations under Section 53601(n) require that collateral be placed into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, among other specific collateral requirements.*

S *A joint powers authority pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of $500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).*

T *Local entities can deposit between $200 million and $10 billion into the Voluntary Investment Program Fund, upon approval by their governing bodies. Deposits in the fund will be invested in the Pooled Money Investment Account.*

U *Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less.*

Source: CDIAC Local Agency Investment Guide (LAIG), Figure 1
Information as of January 1, 2022[A] and applicable to all local agencies[B]

Attachment: 2022 City of Hanford Investment Policy 2022-2023 DRAFT (Finance: Adoption of Investment Policy 2022-2023)

9.0 REVIEW

The securities held by the City must be in compliance with 8.0 Authorized and Suitable Investments at the time of purchase. The Treasurer will review the portfolio at least quarterly to insure securities are still in compliance and determine if it is necessary to report to council any major or critical incidences of noncompliance.

10.0 INVESTMENT POOLS/MUTUAL FUNDS

The City further stipulates that mutual funds/money market mutual funds are restricted to funds that include only permitted investments under 8.0 Authorized and Suitable Investments.

Governmental sponsored pools and/or mutual funds are included in Section 8.0 Authorized and Suitable Investments; therefore, the City must do due diligence and a thorough investigation of the pool and/or fund prior to investing, and on a continual basis. There shall be a questionnaire; any additional pool shall provide the following:

A. A description of eligible investment securities, and a written statement of investment policy and objectives.

B. A description of interest calculations and how it is distributed, and how gains and losses are treated.

C. A description of how the securities are safeguarded (including the settlement processes), and how often are the securities priced and the program audited.

D. A description of who may invest in the program, how often, and what size deposits and withdrawals are allowed.

E. A schedule for receiving statements and portfolio listings.

F. A list of any reserves, retained earnings, etc. utilized by the pool.

G. A fee schedule, when and how it is assessed.

H. Pool eligibility for bond proceeds and/or pool policy on accepting such proceeds.

11.0 COLLATERALIZATION

Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. Collateral for non-negotiable certificates of deposit must comply with Government Code 53652. In addition, if the CD is not FDIC /NCUA insured or goes over the FDIC/NCUA $250,000 limit, collateral is required equal to 110 percent of market value of principal and accrued interest. Collateral for repurchase agreements shall be 102 percent of market value of principal and accrued interest.

The City chooses to limit collateral to the following: US Treasury securities or Federal Agency securities. This will provide an addition level of security due to inevitable changes in market conditions. Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. The right of collateral substitution is granted, within the parameters and constraints of this Policy.

Attachment: 2022 City of Hanford Investment Policy 2022-2023 DRAFT (Finance: Adoption of Investment Policy 2022-2023)

Section 53649 of the California Government Code specifies that the City Treasurer is responsible for entering into deposit contracts with each depository. Investments held with third parties and applicable collateral for the investment shall be properly collateralized in accordance with requirements of the California Government Code.

12.0 SAFEKEEPING AND CUSTODY

All securities, including collateral for repurchase agreements, entered into by the City shall be held by a third party custodian designated by the Treasurer and evidenced by safekeeping receipts.

13.0 DIVERSIFICATION

The City will diversify the investment portfolio by the type of investment, issuer, and maturity dates in order to mitigate risk in the investment portfolio. With the exception of U. S. Treasury securities and authorized pools such as LAIF, no more than 30% of the City's total investment portfolio will be invested in a single security type or with a single financial institution.

14.0 MAXIMUM MATURITIES

It is the City's policy to buy and hold investments until maturity. Maturities of investments will be selected based on cash flow requirements. Investments will have a maximum remaining maturity of only the limitations imposed by government statute or five (5) years from purchase, whichever is shorter. Reserve funds may be invested in securities exceeding 5 years based on the permissible investment maturities dictated by the legal documents.

15.0 INTERNAL CONTROLS

A system of internal controls shall be established to prevent losses of public funds arising from fraud, employee error, and misrepresentations of third parties, unanticipated changes in financial markets or imprudent actions by employees of the City. An independent review of internal control and investment practices, policies and procedures will be provided annually by the City's external auditor.

16.0 PERFORMANCE STANDARDS

The investment portfolio shall be invested with the objective of obtaining a market rate of return with considerations to budgetary and economic cycles, commensurate with investment risk constraints and cash flow needs.

17.0 REPORTING

The council has delegated investment authority to the City Treasurer for a one-year period. The Treasurer shall make a monthly report of investment transactions to the legislative body. Section 53607 of the California Government Code states the legislative body, subject to review; many renew the delegation of authority pursuant to this section each year.

18.0 INVESTMENT POLICY ADOPTION

The policy shall be reviewed annually by the Treasurer and City Attorney for any revisions. The policy will be submitted to the City Council for their review and approved each fiscal years.

Attachment: 2022 City of Hanford Investment Policy 2022-2023 DRAFT (Finance: Adoption of Investment Policy 2022-2023)

GLOSSARY

AGENCIES: Federal agency securities and/or Government-sponsored enterprises.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER: Commercial paper is the trade name applied to unsecured promissory notes issued by finance and industrial companies to raise funds on a short term basis.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report for the City of Glendora. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions buying and selling for his own account.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL AGENCY: Federal agencies are special government organizations set up for a specific purpose. Some examples include: FAMCA, FFCB, FHLB, FHLMC, and FNMA.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per entity.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

LOCAL AGENCY INVESTMENT FUND (LAIF): LAIF was established by the State to enable treasurers to place funds in a pool for investment. Each agency is limited to an investment of $65 million per account.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the

Attachment: 2022 City of Hanford Investment Policy 2022-2023 DRAFT (Finance: Adoption of Investment Policy 2022-2023)

parties to repurchase – reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

NATIONALLY RECOGNIZED STATISTICAL-RATING ORGANIZATION (NRSRO): A nationally recognized statistical rating corporation (NRSRO) is a credit rating agency that issues credit rating that the U.S. Securities and Exchange Commission (SEC) permits other financial firms to use for certain regulatory purposes.

NATIONAL CREDIT UNION ADMINISTRATION (NCUA): Created by the U.S. Congress in 1970, the National Credit Union Administration is an independent federal agency that insures deposits at federally insured credit unions, protects the members who own credit unions, and charters and regulates federal credit unions. Insured CDs up to a 250,000 limit.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) – registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state – the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structure to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, or increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

Attachment: 2022 City of Hanford Investment Policy 2022-2023 DRAFT (Finance: Adoption of Investment Policy 2022-2023)

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

AGENDA
STAFF REPORT

MEETING DATE: 8/2/2022	**AGENDA SECTION:** A

SUBJECT:
Public Works: Authorization to Award a contract to American Paving out of Fresno Ca, in the amount of $479,715.00, establish construction contingency of $47,971.50 and approve an additional appropriation of $142,700.00 from the ARPA Fund to fully fund The Police Department Parking Lot Expansion Project

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RECOMMENDATION:
That the City Council by motion:

1. Award a contract to American Paving out Of Fresno Ca in the amount of $479,715.00
2. Establish a construction contingency of $47,971.50 &
3. Appropriate an additional $142,700.00 from the ARPA Fund to fully fund project.

BACKGROUND:
As part of the 2021/22 Council Adopted Budget, Council approved an expansion to the secure parking area between the Hanford Police department buildings. This project will provide for the reconfiguration and redesign of existing parking spaces, located east of the Police Station, to provide for additional and more efficient parking. This project will also include fencing and gates to secure the area. Existing parking areas located east of the police station (east of alley) are inefficient and function poorly. The reconfiguration of parking in this area will add additional parking stalls and allow for more efficient use of the space.

A total of (5) bids were received ranging from the low bid of $479,715.00 to a high bid of $599,750.00. Staff has examined the bids, validated the lowest bidder's contractor's license status, and verified the contractor is in good standing. Staff is requesting to award and execute the contract. If approved this project is anticipated to begin September 2022.

FISCAL IMPACT:

The Police Impact Fee Fund provides $385,000.00 for this project including contingencies. An additional appropriation of $142,700.00 from the ARPA Fund is required to fully fund this project. A copy of the budget page is attached for Council Review.

ATTACHMENTS:
Bid Tabulation
Budget Page 21.22 CONSTRUCTION

POLICE PARKING LOT EXPANSION PROJECT
PROJECT NUMBER: TBD

	ITEM	QUANTITY	UNIT	American Paving Co. LOWEST BIDDER		BUSH Engineering		Terra West Construction Inc.		R.J. Berry JR., Inc.		Todd Companies	
				Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
1	Mobilization, Demobilization, Bonds, and Insurance	1	LS	44,000.00	$44,000.00	$41,128.00	$41,128.00	$61,000.00	$61,000.00	$30,000.00	$30,000.00	$49,160.00	$49,160.00
2	Traffic Control System	1	LS	8,000.00	$8,000.00	$6,400.00	$6,400.00	$4,000.00	$4,000.00	$10,000.00	$10,000.00	$4,000.00	$4,000.00
3	Dust Control	1	LS	500.00	$500.00	$2,200.00	$2,200.00	$1,000.00	$1,000.00	$5,000.00	$5,000.00	$560.00	$560.00
4	Clearing and Grubbing	1	LS	29,400.00	$29,400.00	$29,000.00	$29,000.00	$38,000.00	$38,000.00	$30,000.00	$30,000.00	$10,000.00	$10,000.00
5	SWPPP, Storm Water Pollution Prevention Plan	1	LS	3,000.00	$3,000.00	$3,000.00	$3,000.00	$2,000.00	$2,000.00	$4,000.00	$4,000.00	$4,500.00	$4,500.00
6	Saw Cut	445	LF	4.00	$1,780.00	$4.60	$2,047.00	$4.00	$1,780.00	$2.00	$890.00	$2.00	$890.00
7	Remove Exisiting Concrete	1,060	SF	3.00	$3,180.00	$0.75	$795.00	$4.00	$4,240.00	$5.00	$5,300.00	$3.00	$3,180.00
8	Remove Exisiting Curb & Gutter / Curb / Vee Gutter	635	LF	3.00	$1,905.00	$1.00	$635.00	$3.00	$1,905.00	$10.00	$6,350.00	$9.00	$5,715.00
9	Remove Exisiting Asphalt Pavement	18,820	SF	0.40	$7,528.00	$0.67	$12,609.40	$0.35	$6,587.00	$2.00	$37,640.00	$1.00	$18,820.00
10	Roadway Excavation & Subgrade Prep	1,200	CY	24.00	$28,800.00	$31.00	$37,200.00	$10.00	$12,000.00	$10.00	$12,000.00	$25.00	$30,000.00
11	Aggregate Base (ClassII)	240	CY	80.00	$19,200.00	$97.00	$23,280.00	$170.00	$40,800.00	$125.00	$30,000.00	$154.00	$36,960.00
12	Apphalt Concrete, (Type B, 1/2" Max., Medium Grac	270	TN	163.00	$44,010.00	$147.00	$39,690.00	$170.00	$45,900.00	$160.00	$43,200.00	$195.00	$52,650.00
13	Concrete Parking Stalls (5" P.C.C.)	340	SF	9.00	$3,060.00	$8.48	$2,883.20	$14.00	$4,760.00	$16.00	$5,440.00	$11.00	$3,740.00
14	Concrete Curb Ramps	3	EA	2,000.00	$6,000.00	$2,120.00	$6,360.00	$2,700.00	$8,100.00	$3,500.00	$10,500.00	$2,625.00	$7,875.00
15	Concrete Sidewalk	1,180	SF	7.00	$8,260.00	$5.30	$6,254.00	$10.00	$11,800.00	$13.00	$15,340.00	$13.00	$15,340.00
16	Concrete Curb & Gutter	245	LF	45.00	$11,025.00	$37.10	$9,089.50	$60.00	$14,700.00	$55.00	$13,475.00	$60.00	$14,700.00
17	Landscape Curb (CO-17) & MOW Curb	1,029	LF	18.00	$18,522.00	$21.20	$21,814.80	$28.00	$28,812.00	$25.00	$25,725.00	$31.00	$31,899.00
18	Concrete Vee Gutter	288	LF	43.00	$12,384.00	$28.62	$8,242.56	$45.00	$12,960.00	$35.00	$10,080.00	$51.00	$14,688.00
19	Concrete Alley / Drive Approach (Modified CO-39)	2	EA	2,600.00	$5,200.00	$5,300.00	$10,600.00	$0.00	$0.00	$7,000.00	$14,000.00	$5,160.00	$10,320.00
20	Sidewalk Drain	18	LF	370.00	$6,660.00	$477.00	$8,586.00	$600.00	$10,800.00	$450.00	$8,100.00	$490.00	$8,820.00
21	NDS Dry Well or Approved Equal	1	EA	5,000.00	$5,000.00	$5,480.00	$5,480.00	$5,000.00	$5,000.00	$3,000.00	$3,000.00	$4,380.00	$4,380.00
22	Wrought Iron Fence	377	LF	147.00	$55,419.00	$227.90	$85,918.30	$130.00	$49,010.00	$140.00	$52,780.00	$188.00	$70,876.00
23	Wrought Iron Gates (Swing)	2	EA	8,500.00	$17,000.00	$6,695.00	$13,390.00	$7,500.00	$15,000.00	$8,000.00	$16,000.00	$9,700.00	$19,400.00
24	Wrought Iron FGAtes (Rolling)	1	EA	42,500.00	$42,500.00	$59,740.00	$59,740.00	$60,000.00	$60,000.00	$65,000.00	$65,000.00	$95,500.00	$95,500.00
25	Wrought Iron Gates (Pedestrian)	1	EA	1,100.00	$1,100.00	$6,695.00	$6,695.00	$800.00	$800.00	$1,200.00	$1,200.00	$4,600.00	$4,600.00
26	Swinging, Pavement Striping, and Marking	1	LS	7,800.00	$7,800.00	$8,000.00	$8,000.00	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$5,600.00	$5,600.00
27	Electrical	1	LS	29,500.00	$29,500.00	$26,400.00	$26,400.00	$25,000.00	$25,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
28	Landscaping and Irragation	2,681	SF	22.00	$58,982.00	$15.50	$41,555.50	$15.00	$40,215.00	$15.00	$40,215.00	$17.00	$45,577.00
					479,715.00		518,993.26		510,169.00		530,235.00		599,750.00
	Total written in Bid if discrepancy exists								524,769.00				
	Difference								14,600.00				

Attachment: Bid Tabulation (PW: Award the Police Department Parking Lot Expansion Project)

822639

Police Department Parking Lot Expansion

Project Background:

This project will provide for the reconfiguration and redesign of existing parking spaces located east of the Police Station to provide for additional and more efficient parking. This project will also include fencing and gates to secure the area.

Existing Conditions:

Existing parking areas located east of the police station (east of alley) are inefficient and function poorly.

Project Justification:

The reconfiguration of parking in this area will add four parking stalls and allow for more efficient use of the space.

Fiscal Implications:

Funds for the Police Department Parking Lot Expansion Project shall be allocated from Police Impact Fees.

Project Budget Summary:

		5-Year Funding Allocation				
		2022	2023	2024	2025	2026
	Program or Project	Construction				
Expenditure	Engineering / Inspection	25,000				
	Construction	350,000				
	Contingency	35,000				
	Department Overhead	21,596				
	Total Expenditure	$431,596	$0	$0	$0	$0
	Funding					
Revenue	0183 Police Impact Fees	431,596				
	Total Funding	$431,596	$0	$0	$0	$0

AGENDA
STAFF REPORT

MEETING DATE: 8/2/2022	**AGENDA SECTION:** B

SUBJECT:
City Attorney: Approval of the Density Bonus Regulatory Agreement for the Northstar Courts Project

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RECOMMENDATION:

It is recommended that the Council, by motion, approve the attached Regulatory Agreement.

Recommended motion: I move to approve the Regulatory Agreement for the Northstar Courts project.

BACKGROUND:

Northstar Courts is a seventy-two (72) unit residential project proposed for the property located at 664 and 682 North Star Drive. Seventy-one (71) of the units will be reserved for lower income households, and, of the seventy-one (71) units, twenty-two (22) units will be supportive housing units.

The supportive housing units will be occupied by members of a "target population" and will be linked to onsite or offsite services that assist residents with retaining housing, improving their health status, and maximizing their ability to live and work in the community. Per Health & Safety Code Section 50675.14, "target population" includes persons with disabilities and families who are homeless, as defined by Section 11302 of Title 42 of the United States Code.

Per Government Code Section 65915, an applicant is entitled to a density bonus and development concessions if a certain percentage of the project's units are reserved for and are affordable to lower income households. In a case in which all units, with the exception of the manager's unit, will be reserved for lower income households, the project is legally entitled to an eighty percent (80%) density bonus (eighty percent (80%) more units than what is normally allowed under the Zoning Ordinance). For example, density bonus law forces the City to

approve a seventy-two (72) unit project that would normally be limited to forty (40) units under the City's Zoning Ordinance.

In addition, Government Code Section 65915 gives the developer in this case the right to identify up to four (4) development concessions, and developer has identified the following concessions:

- Reduced parking requirements;
- Reduced site area per dwelling unit (eighty percent (80%) deviation from required site area per dwelling unit of three thousand (3,000) square feet per unit); and
- Reduced side setback area (zero (0) feet setback for trash enclosure).

Per Government Code Section 65915(p)(1) and (4), parking requirements are reduced to the following:

Zero to one (1) bedroom units: one (1) onsite parking space per unit.

Two (2) to three (3) bedroom units: one and one-half (1.5) onsite parking spaces per unit.

No parking spaces may be required for supportive housing units.

The parking requirements may be further reduced under Government Code Section 65915(p) if the developer establishes facts supporting additional reductions under the statute.

Government Code Section 65915(c)(1)(A) requires that, in exchange for the density bonus and development concessions, the developer must agree that the units reserved for lower income households will remain affordable for fifty-five (55) years. The attached Regulatory Agreement has been prepared to address the fifty-five (55) year requirement.

The developer is legally entitled to and will receive the density bonus and development concessions regardless of whether the City Council approves the Regulatory Agreement. The main purpose of the Agreement is to record the fifty-five (55) year affordability covenant against the Northstar Courts property, not to approve the density bonus or concessions.

The City Council must approve the Regulatory Agreement unless there is evidence that the Agreement's terms are inconsistent with applicable legal authority. In the present matter, the City possesses no such evidence, and, unless new evidence is presented to the Council prior to its action on the Agreement, the Council is legally obligated to approve the document and authorize its execution.

FISCAL IMPACT: None.

ATTACHMENTS: Regulatory Agreement.

FISCAL IMPACT:
Insert Fiscal Impact Here or Erase Completely

ATTACHMENTS:
2022.07.29 Northstar_ Density Bonus Agreement - FINAL endorsed

NO FEE REQUIRED PURSUANT
TO CODE SECTION 27383
CODE 6103

RECORDING REQUESTED BY
AND MAIL RESPONSE TO:

CITY OF HANFORD
COMMUNITY DEVELOPMENT

317 North Douty Street
HANFORD, CA 93230

DEVELOPMENT COVENANT
(NORTHSTAR APARTMENTS)

This DEVELOPMENT COVENANT ("Agreement") is entered into between the City of Hanford, a municipal corporation ("City") and UP Northstar, LP, a California limited partnership ("Developer") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on August ___, 2022 ("Effective Date")

A. Developer intends to develop a seventy-two (72) unit permanent supportive housing community for low-income individuals commonly known as Northstar Apartments which consists of thirty-three (33) one-bedroom-units reserved for low income households, twenty (20) two-bedroom units reserved for low income households, eighteen (18) three-bedroom units for low income households, and one (1) manager's unit (the "Project"), located in Hanford, California, as more particularly described in Exhibit A (APN: 007-270-007) (the "Property").

B. Developer applied for and the Project was approved for (i) a reduction in the City's parking stall requirements under the Hanford Municipal Code ("HMC") Section 17.54.040, (ii) a reduction in the City's building setback requirements under HMC Section 17.24.060 and (iii) a reduction in the site area per dwelling unit.

C. HMC Section 17.50.210 requires Developer and City to enter into a density bonus agreement, and it is the intent of Developer and City that this Agreement be entered into in accordance with HMC Section 17.50.210, and the Project be developed in compliance with the requirements of HMC Section 17.50.201, Government Code section 65915, and the terms and conditions as set forth in this Agreement.

AGREEMENT

1. **Affordable Housing Requirements**.

1.1 Affordable Units. Developer agrees to develop the Project as affordable rental housing for low-income households in conformance with the site plan, permits, entitlements, and any other approval documents issued by City for the Project, and subject to the restrictions of this Agreement. Seventy-one (71) units ("Affordable Units") shall be reserved for Lower Income

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Households (defined below). Developer covenants by and for itself and any successors in interest to make available, restrict occupancy to, and lease the Affordable Units to be constructed upon the Property to Lower Income Households, all at an Affordable Rent (defined below), pursuant to the terms set forth below, and subject to all applicable state and federal laws. Additionally, twenty two (22) of the Affordable Units shall be designated as supportive housing units as defined in Health & Safety Code § 50675.14.

The maximum "Affordable Rent" chargeable for the Affordable Units for Lower Income Households shall be the product of 30 percent (30%) times 60 percent (60%) of the area median income adjusted for family size appropriate for the unit, in accordance with Health and Safety Code Section 50053.

"Lower Income Households" shall mean those households with incomes that do not exceed the lessor of (i) eighty percent (80%) of Kings County median income, adjusted for family size, as set forth in Health and Safety Code Section 50079.5, or (ii) the qualifying limits for Lower Income Households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, and as published by the State of California Department of Housing and Community Development.

1.2 **Verification of Qualified Tenants**. Developer shall, upon a tenant's application for residence and annually thereafter, certify that each tenant leasing an Affordable Unit meets the income restrictions for the applicable unit. Developer shall obtain a Tenant Income Certification Questionnaire and an income certification from the tenant of each Affordable Unit which shall certify that the income of the tenant is truthfully set forth in the income certification form. Developer shall verify the income certification of the tenant which shall include at a minimum one (1) or more of the following methods:

(a) Obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

(b) Obtain a true copy of an income tax return from the tenant for the most recent tax year in which the return was filed.

(c) Obtain an income verification certification from the employer of the tenant.

(d) Obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

(e) Obtain a credit report from a commercial credit reporting agency.

(f) Obtain an alternate form of income verification reasonably requested by Developer, if none of the above forms of verification is available to Developer.

If as a result of the annual recertification procedure described above any household which was previously determined to be eligible to occupy an Affordable Unit is determined to be ineligible as a result of increased income or assets, the Developer shall have one hundred eighty days (180) from the date of notification to take all reasonable steps to pursue eviction of the ineligible household. If Developer fails to act within the one hundred eighty day (180) period, the City may seek remedy pursuant to this Agreement, provided that the City shall not enforce any remedy so long as Developer is diligently pursuing eviction of the ineligible household by appropriate proceedings. Notwithstanding anything to the contrary set forth in

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this Agreement, when a tenant occupies a unit subject to a regulatory agreement ("TCAC Regulatory Agreement") by and between the Developer and the California Tax Credit Allocation Committee pursuant to Section 42 of the Internal Revenue Code, such tenant shall be evicted as a result of such tenant being over income only as and when allowed by such TCAC Regulatory Agreement. In the event of conflict between the over income regulations of this Declaration and the TCAC Regulatory Agreement, the TCAC Regulatory Agreement provisions shall apply. The City shall not be entitled to pursue any remedy for the Developer's failure to evict an ineligible household, provided that the Developer is in compliance to with the requirements of the TCAC Regulatory Agreement.

1.3 **Term of Affordable Housing**. The Affordable Units shall be subject to the requirements of this Section 1.1 for a period of fifty-five (55) years from the date a Certificate of Occupancy is issued for the Project (the "Commencement Date"). The duration of this requirement shall be known as the "Affordability Period." All tenants residing in the Affordable Units during the last two (2) years of the Affordability Period shall be given notice at least once every six (6) months of the expiration date of this requirement, and that the rent payable on the Affordable Unit may be raised to a market rate rent at end of the Affordability Period.

1.4 **Obligation to Refrain From Discrimination**. Developer covenants by and for itself and any successors in interest not to discriminate upon the basis of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, or any other protected class under state or federal law ("Protected Class") in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof. Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of any Protected Class in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, or sublessees.

1.5 **Monitoring**. Developer shall submit an annual report to City with respect to the Affordable Units, on a form acceptable to City, within ninety (90) days of the end of Developer's fiscal year. The report shall include for each rental unit the rental rate and the income and family size of the occupants based on the income information supplied annually by the tenant of each unit on the Tenant Income Certification Questionnaire and their signed certification. Representatives of City shall be entitled to inspect the records of the Property with respect to the Affordable Units, and to conduct an independent audit of such records. Developer agrees to cooperate with City in making its records available for such inspection. If for any reason City is unable to obtain Developer consent to such an inspection, Developer understands and agrees that the City may obtain at Developer's expense an appropriate legal order to obtain access to and inspect the records.

1.6 **Effect and Duration of Covenants**. Except as otherwise provided, the covenants contained in this Agreement shall run with the land and remain in effect for not less than fifty-five (55) years. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding against Developer and any successors in interest, and for the benefit and in favor of City, its successors and assigns and any successor in interest to the Property.

Attachment: 2022.07.29 Northstar_ Density Bonus Agreement - FINAL endorsed (City Attorney: Northstar Courts – Density Bonus Regulatory

1.7 **City as Beneficiary of Covenants**. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. City shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

2. **Defaults, Right to Cure, Remedies and Termination**.

2.1 **Defaults -Right to Cure**. Upon material breach of this Agreement by Developer, City shall give written notice of default to Developer which notice shall identify the breach and demand a cure. If a default is not cured by Developer within thirty (30) days of the date such notice is received, or if a default cannot be cured within such thirty (30) day period and Developer has not commenced reasonable steps to cure said breach within that time or fails to diligently pursue the cure, City may seek remedy pursuant to this Agreement. The notice of default shall be delivered by certified mail, return receipt requested. Any failure or delay by City in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

2.2 **Institution of Legal Actions**. City may institute legal action to enforce the remedies provided herein. Such legal actions shall be instituted in the Superior Court of the County of Kings, State of California, or in the appropriate Federal District Court (for Kings County) in the State of California.

2.3 **Remedies for Developer's Default**: Specific Performance. At City's election, in the event of Developer's default, City may seek specific performance of the terms of this Agreement.

3. **Miscellaneous**.

3.1 **Authority to Sign**. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

3.2 **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

3.4 **Attorney's Fees.** In the event City brings a legal action to enforce this Agreement, City shall be entitled to recover its costs of suit, including reasonable attorney's fees, incurred to enforce this Agreement.

3.5 **Recording**. This Agreement shall be recorded against the Property in Kings County Recorder's Office.

Attachment: 2022.07.29 Northstar_ Density Bonus Agreement - FINAL endorsed (City Attorney: Northstar Courts – Density Bonus Regulatory

NOW, therefore, the City and Developer have executed this Agreement on the date set forth above.

DEVELOPER:

UP NORTHSTAR, LP,
a California limited partnership

By: Northstar SHE LLC,
a California limited liability company,
its Managing General Partner

By: Self-Help Enterprises,
a California nonprofit public benefit
corporation, its sole member/manager

By: _____
Thomas J. Collishaw,
President and Chief Executive Officer

By: UPH Northstar, LLC,
a California limited liability company,
its Administrative General Partner

By: _____
Cullen J. Davis, Manager

CITY OF HANFORD:

By: _____
KALISH MORROW
Mayor

Attachment: 2022.07.29 Northstar_ Density Bonus Agreement - FINAL endorsed (City Attorney: Northstar Courts – Density Bonus Regulatory

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On July 28, 2022 before me, Thu Vo, a Notary Public, personally appeared Cullen J. Davis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

THU VO
Official Seal
Notary Public - State of Illinois
My Commission Expires Feb 2, 2026

Signature _____
Notary Public [SEAL]

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Notary Public [SEAL

Attachment: 2022.07.29 Northstar_ Density Bonus Agreement - FINAL endorsed (City Attorney: Northstar Courts – Density Bonus Regulatory

NOW, therefore, the City and Developer have executed this Agreement on the date set forth above.

DEVELOPER:

UP NORTHSTAR, LP,
a California limited partnership

By: Northstar SHE LLC,
a California limited liability company,
its Managing General Partner

By: Self-Help Enterprises,
a California nonprofit public benefit
corporation, its sole member/manager

By: _____
Thomas J. Collishaw,
President and Chief Executive Officer

By: UPH Northstar, LLC,
a California limited liability company,
its Administrative General Partner

By: _____
Cullen J. Davis, Manager

CITY OF HANFORD:

By: _____
KALISH MORROW
Mayor

Attachment: 2022.07.29 Northstar_ Density Bonus Agreement - FINAL endorsed (City Attorney: Northstar Courts – Density Bonus Regulatory

STATE OF CALIFORNIA)
) SS.
COUNTY OF Tulare)

On July 29, 2022 before me, Valerie Pedro, a Notary Public, personally appeared Thomas J. Collishaw, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VALERIE PEDRO
Notary Public - California
Tulare County
Commission # 2315118
My Comm. Expires Dec 10, 2023

Signature Valerie Pedro
Notary Public [SEAL]

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Notary Public [SEAL

50298608.3

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EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL E

All that portion of Parcel A of Parcel Map recorded October 10, 1980 in Book 7, at Page 26 of Parcel Maps in the City of Hanford, County of Kings, State of California in the Southwest Quarter of Section 13, Township 18 South, Range 21 East, Mount Diablo Base and Meridian, shown as Parcel E of Parcel Map recorded May 11, 2007 in Book 18, Page 56 of Parcel Maps, Kings County records.

APN: 007-270-007

Attachment: 2022.07.29 Northstar_ Density Bonus Agreement - FINAL endorsed (City Attorney: Northstar Courts – Density Bonus Regulatory

AGENDA
STAFF REPORT

MEETING DATE: 8/2/2022	**AGENDA SECTION:** C

SUBJECT:
City Attorney: Approval of the Amended and Restated City Manager Employment Agreement

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RECOMMENDATION: It is recommended that the City Council, by motion, approve the attached Third Amended and Restated Employment Agreement for Mario A. Cifuentez, II and authorize the Mayor to execute the Agreement.

Recommended Motion: I move that the City Council approve and the Mayor be authorized to execute the City Manager's Third Amended and Restated Employment Agreement.

BACKGROUND:

On July 19, 2022, the City Council completed its annual evaluation of City Manager Cifuentez. The attached Third Amended and Restated Employment Agreement (Amended Agreement) was prepared as a result of the evaluation.

The Amended Agreement changes the terms of the City Manager's employment as follows:

- **Salary**: Mr. Cifuentez's total annual salary will increase from $196,248.00 to $220,608.00 per year. The increase is calculated as follows:
    - $6,467.00 increase to bring his salary to the median plus a 3% cost of living adjustment, which is consistent with the terms negotiated by the Executive Management Employees' Association (EMEA).
    - $10,200.00 increase to move Mr. Cifuentez from compensation Step 4 to Step 5.
    - $7,200.00 for vehicle and technology reimbursement. Mr. Cifuentez already receives $500.00/month for vehicle and $100.00/month for technology reimbursement, which are paid in addition his current salary. Mr. Cifuentez has

requested that these amounts be rolled into his salary rather than being paid separately.

- o $493 adjustment to make Mr. Cifuentez's salary consistent with the master compensation study recently completed by the City.

Mr. Cifuentez's current annual salary is $196,248.00 and he currently receives $7,200.00 for vehicle and technology reimbursement, for a current total of $203,448,00 per year.

The net increase in compensation will be $17,160.00 per year.

- **Management Leave**: Effective Pay Period 001 in 2023, Mr. Cifuentez will receive 80 hours of Management Leave. Mr. Cifuentez may cash out up to 64 hours of Management Leave or convert all or portion of the leave to deferred compensation. Any Management Leave not taken by Pay Period 025 will be cashed out, up to 64 hours, in Pay Period 026. Management Leave will not be carried over to a new calendar year. Upon separation from the City, Mr. Cifuentez shall be compensated the cash out balance, up to 64 hours if available. These terms are consistent with those that the City negotiated with EMEA.

- **PERS Contribution**: Mr. Cifuentez's Second Amended and Restated Employment Agreement stated that he would pay 3% of the City's CalPERS Employer Contribution Rate. This provision was included in anticipation of terms that would be negotiated with the employee bargaining units; however, since such terms were not negotiated, the provision will be omitted from the Third Amended and Restated Employment Agreement.

- **Life Insurance**: In a manner consistent with the terms that the City has negotiated with EMEA, the life insurance policy maintained by the City for Mr. Cifuentez will increase from $1,000,000.00 to $2,000,000.00 in coverage.

All other terms of the Employment Agreement remain unchanged.

ATTACHMENTS: Third Amended and Restated Employment Agreement.

FISCAL IMPACT:
Insert Fiscal Impact Here or Erase Completely

ATTACHMENTS:
2022.07.25 Third Amended and Restated Employment Agreement - Cifuentez (FINAL)

Attachment: 2022.07.25 Third Amended and Restated Employment Agreement - Cifuentez (FINAL) (City Attorney: City Manager Employment

THIRD AMENDED AND RESTATED EMPLOYMENT AGREEMENT

* * * * *

This Third Amended and Restated Employment Agreement ("**Amended Agreement**") is made and entered into the 3rd day of August, 2022, by and between the City of Hanford, California, a municipal corporation ("**City**"), and Mario A. Cifuentez, II ("**Employee**").

SECTION 1. DUTIES.

City hereby employs Employee as City Manager to perform the functions and duties specified in the laws of the State of California and Ordinances and Resolutions of the City and to perform such other duties and functions as the Hanford City Council ("**Council**") shall from time-to-time assign.

SECTION 2. TERM OF AMENDED AGREEMENT.

The term of Employee's Employment Agreement, dated November 5, 2019, commenced on November 18, 2019 ("**Commencement Date**") and shall continue through November 18, 2025. This Amended Agreement shall commence on August 3, 2022 and will continue through November 18, 2025, or until terminated as set forth below.

SECTION 3. TERMINATION OF AGREEMENT.

A. Employee shall serve at the pleasure of the Council and shall be an "AT-WILL" employee of City and may be terminated with or without cause.

B. This employment relationship may be terminated as follows:

(1) Automatic termination upon expiration of this Amended Agreement.

(2) By Employee, with prior written notice to City of at least thirty (30) calendar days.

(3) By City, without cause, upon City's cash payment to Employee, subject to withholdings, of a severance amount equal to nine (9) months of aggregate then-current annual salary if Employee is terminated without cause; provided however, in accordance with California Government Code Section 53260, the severance amount will not exceed an amount equal to Employee's then-current monthly salary multiplied by the number of months remaining on the unexpired term of this Amended Agreement.

(4) By City, without payment of any severance or additional compensation past the termination date, for any cause for disciplinary action under the City's Policy of Administration for Executive Management Employees ("**Executive Management Policy**"), as well as any of the following:

a. Act of immoral or unprofessional conduct;

b. Violation of or refusal to obey any federal, state, or municipal laws or regulations;

c. Conviction of a felony;

d. Material breach of this Amended Agreement; or

e. Such other action as may be inconsistent with Employee's duties under this Amended Agreement.

C. Notwithstanding the foregoing provisions, Employee's employment shall not be terminated, other than for cause, during or within a period of one hundred eighty (180) calendar days following the date of a regular election for one (1) or more seats on the Council.

D. Employee shall remain in the exclusive employ of City and shall not accept other employment until such time as Employee resigns or is terminated by City, or upon written approval of City.

SECTION 4. COMPENSATION.

In exchange for the services provided by Employee under this Amended Agreement, effective the first full pay period in August, 2022, City will pay Employee an annual salary of TWO HUNDRED TWENTY THOUSAND, SIX HUNDRED AND EIGHT DOLLARS ($220,608.00), which includes an automobile allowance of FIVE HUNDRED DOLLARS ($500.00) per month and a cellular phone/technology allowance of ONE HUNDRED DOLLARS ($100.00) per month, to be paid in installments at the same time other employees of City are paid. Such compensation shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs. Adjustments to Employee's compensation shall occur only through the amendment of this Amended Agreement.

SECTION 5. BENEFITS.

A. Effective PP001 in 2023, City shall provide Employee with eighty (80) hours of Management Leave. It is preferred that Management Leave be used as time off. Employee may also cash out up to sixty-four (64) hours of their Management Leave or convert all or a portion of their leave to deferred compensation. Any Management Leave hours not taken by Employee by PP025 will be compensated their cash out balance, up to sixty-four (64) hours if available in PP026. Management Leave shall not be carried over to a new calendar year. Upon separation from the City, Employee shall be compensated the cash out balance, up to sixty-four (64) hours if available. The terms of the Management Leave Plan is described in the Compensation and Benefit Summary for the Executive Management Employees Association.

B. City will enroll Employee in the Public Employees' Retirement System ("CalPERS"). Employee shall pay, at his sole cost, the full employee contribution to CalPERS. To the extent permitted by CalPERS, City will maintain, in effect, the 3% @ 60 PERS retirement program for Employee as a Classic CalPERS member.

C. Effective January 1, 2023, City will provide term life insurance for Employee in the amount of TWO HUNDRED THOUSAND DOLLARS ($200,000.00).

D. Health, dental, and vision insurance coverage offered to the members of the Executive Management Employment Association shall be available to Employee.

E. Employee is eligible to received matched employer contributions for deferred compensation up to SEVENTY-FIVE DOLLARS ($75.00) per pay period.

SECTION 6. LEAVE.

A. Employee shall accrue vacation leave at the rate of six and 16/100 (6.16) hours per bi-weekly pay period (160 hours annually). Upon termination of this Amended Agreement, voluntarily or involuntarily, Employee will be compensated for all accrued vacation time.

B. Employee shall accrue sick leave at three and 69/100 (3.69) hours per bi-weekly pay period (96 hours annually). Upon termination of this Amended Agreement, Employee shall forfeit all accumulated sick leave. Upon retirement, Employee may convert unused sick leave pursuant to Government Code Section 20826.8, as may be amended.

C. The use and accumulation of vacation and sick leave shall be limited in the manner described in Executive Management Policy. Any City Manager approval required under the Executive Management Policy shall, however, require City Council approval for purposes of this Amended Agreement.

D. Except in an emergency, Employee will not be required to work on the holidays identified in the Executive Management Policy.

SECTION 7. PERFORMANCE EVALUATION.

A. The Council shall perform an evaluation at the one (1) year anniversary of the Commencement Date. Thereafter, City will annually evaluate Employee's performance.

B. Depending on the results of an evaluation, the parties may amend this Amended Agreement to adjust Employee's compensation to reflect Employee's performance; for example, the Council's finding of employee's positive performance may result in the increase of Employee's salary or other compensation. Employee acknowledges that he is not entitled to any automatic increases in compensation, and adjustments to Employee's compensation are within the Council's sole discretion.

C. All evaluations will utilize a process, form, criteria, and format selected by the Council. A written evaluation shall be completed and delivered to Employee within thirty (30) calendar days after the completion of the Council's evaluation of Employee.

D. This provision does not limit Council's authority to perform additional evaluations of Employee's performance if necessary, including closed session items related thereto.

SECTION 8. PROFESSIONAL DEVELOPMENT.

City shall annually budget and allocate sufficient funds to pay the expenses of Employee's travel and subsistence while representing City at the Annual International City/County Management Association Conference, the Annual League of California Cities Conference, conferences of the City Managers' Department of the League of California Cities, and conferences or meetings of state committees or commissions upon which Employee serves as a member, said membership on said committees or commissions being subject to the approval of the Council, and for such other official meetings and/or travel as are reasonably necessary for Employee to carry out his responsibilities as City Manager.

SECTION 9. CREDIT CARD.

City will provide to Employee a State of California purchasing card (CalCard) that Employee may utilize for City-related expenses. Employee shall only use City's CalCard for City-related business and in accordance with State law and regulations and the City's purchasing card policy, the terms of which are incorporated herein by reference. Any misuse of City's CalCard shall be grounds for discipline, including surrender of CalCard and/or immediate termination of employment for cause. Any legal expenses incurred by the City as a result of Employee's misuse of CalCard shall be reimbursed by Employee.

SECTION 10. EMPLOYEE'S DUTY TO REIMBURSE CITY.

A. If City terminates Employee without cause and Employee receives a severance amount pursuant to Section 3.B.(3) of this Amended Agreement and Employee is convicted of a crime involving abuse of his office or position, as defined by California Government Code Section 53243.4, as may be amended, Employee shall immediately reimburse City the full severance amount that Employee received from City.

B. Employee acknowledges that this Amended Agreement is subject to California Government Code Sections 53243-53243.4, the terms of which are incorporated herein by reference, that require Employee to reimburse City for certain City expenditures if Employee is convicted of a crime involving abuse of his office or position, as defined by California Government Code Section 53243.4. Employee will promptly reimburse City if required to do so pursuant to California Government Code Sections 53243-53243.4, and if Employees fails to immediately reimburse City, Employee will pay attorneys' fees and costs to City for the cost of litigation to recover said amounts subject to California Government Code Section 53243.4.

SECTION 11. BONDING.

City shall bear the full cost of any fidelity or other bonds (or equivalent coverage) required of Employee under any law or ordinance.

SECTION 12. NOTICES.

Notices pursuant to this Amended Agreement shall be in writing given by deposit in the custody of the United Stated Postal Service (certified mail, return receipt requested) or deposit in

the custody of a nationally recognized delivery service, addressed as follows:

CITY:
City of Hanford
Attn: Mayor
319 N. Douty Street
Hanford, CA 93230

EMPLOYEE:
Mario A. Cifuentez, II
2011 W. Humboldt Drive
Hanford, CA 93230

Alternatively, notices required pursuant to this Amended Agreement may be personally served in the same manner as is applicable to the civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission of the United States Postal Service or nationally recognized delivery service.

SECTION 13. MISCELLANEOUS PROVISIONS.

A. The text of this Amended Agreement and the documents incorporated herein by reference shall constitute the entire agreement between the parties, and supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by City. Each party to this Amended Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Amended Agreement shall be valid or binding on either party.

B. This Amended Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee. This Amended Agreement shall not be assignable.

C. If any provision, or any portion thereof, contained in this Amended Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Amended Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

D. Any modification of this Amended Agreement will be effective only if it is in writing and signed by both Employee and City.

E. No waiver or any breach of any term, condition or provision of this Amended Agreement shall constitute a waiver of any other breach of any other term, condition or provision and no consent of one (1) party to any departures by the other shall be effective unless such waiver shall be in writing and shall be signed by the non-waiving party or a duly authorized agent thereof and the same shall be effective only for a period, on the conditions, and for the specific instances and purposes specified in such writing.

F. This Amended Agreement shall be governed by the laws of the State of California. The venue for any and all litigation arising from this Amended Agreement shall be in the Superior Court for the County of Kings, California, if in state court, or the United States District Court, Eastern District of California, if in federal court.

G. In the event legal action is brought to enforce this Amended Agreement, the party prevailing in such action shall be entitled to his/its reasonable attorneys' fees and costs, which will be paid by the non-prevailing party, except as to enforce Section 10, which contains its own attorneys' fee provision.

H. In the event of a conflict between this Amended Agreement and any other City rule, regulation, policy, practice, or procedure, this Amended Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement in Hanford, Kings County, California.

CITY OF HANFORD

By: _____
KALISH MORROW
Mayor

EMPLOYEE

By: _____
MARIO A. CIFUENTEZ, II

APPROVED AS TO FORM:

GRISWOLD, LaSALLE, COBB,
DOWD & GIN, L.L.P., City Attorneys

By: _____
TY N. MIZOTE

ATTEST

By: _____
NATALIE CORRAL
City Clerk

Attachment: 2022.07.25 Third Amended and Restated Employment Agreement - Cifuentez (FINAL) (City Attorney: City Manager Employment

AGENDA
STAFF REPORT

MEETING DATE: 8/2/2022	**AGENDA SECTION:** A

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
12/21/21	Review of City Ordinance related to property line setbacks for Patio structures and Driveway Awnings	Council Consensus	Tom Webb	8/16/2022
1/18/22	Discussion of options for New Business Incentives in the Downtown District	Council Consensus	Mario Cifuentez	9/20/2022
3/29/22	Discussion of the future use of Roundabouts and cost savings	Council Consensus	TBD	TBD
3/29/2022	Discussion of the implementation of City Geographic Information System	Council Consensus	Various Staff	9/20/2022
6/7/2022	Presentation and Review of the City's First-time homebuyers program	Council Consensus	Sandra Lerma	9/20/2022
6/7/2022	Presentation on the proposed improvements to the Civic Auditorium	Council Consensus	Randy Shaw	8/16/2022
7/19/2022	Study Session to reconsider the roundabouts in the Downtown Pedestrian and Traffic Safety project	Council Consensus	TBD	9/6/2022