The City of Hanford
CALIFORNIA

City Council Meeting
Agenda

October 18, 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 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:

A. Presentation by Alarm Program Services (APS) regarding their automated system for the overall administration of the Alarm Permitting process for the City of Hanford.

B. Presentation and Discussion Regarding the Rental and Usage of City of Hanford Facilities

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

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

Helena v. City of Hanford
Kings County Case No. 17C0102

Paula Lofgren v. City of Hanford
Kings County Case No. 21C0188

Mendoza, et al. v. City of Hanford, Fabian Avalos
Eastern District of California Case No. 1:21-cv-00721

Luis Ortiz Alonzo v. City of Hanford, Ruben Cano
Kings County Case No. 21C0396

David Ponce v. City of Hanford
Eastern District of California Case No. 1:21-cv-01045

Darlene Mata v. City of Hanford
Kings County Case No. 22C0077

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

Property: APNs 028-240-018, 028-240-020, 08-310-005, 028-310-007, 028-310-008, 028-310- 025
Agency Negotiators: Mario Cifuentez and Ty Mizote
Negotiating Party: City Farm Industries, Inc.; Ross Lyndon-James and Mark Askey

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Pastor Pablo Róvere

FLAG SALUTE:

CLOSED SESSION ACTION REPORT:

PUBLIC HEARINGS:

A. Public Works: Public Hearing regarding the City of Hanford's proposed refuse rate increase, including the counting of any protest votes and, if supported, adopt the proposed refuse rate increases and other report recommendations.

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: Approval of the Minutes of the July 19, 2022, Meeting

C. City Clerk: Approval of the Minutes of the August 2, 2022, Meeting

D. Public Works: Approval of an invoice from Valley Pump & Dairy Systems in the amount of $61,099.63, for an emergency repair of Well #41, and appropriation of $61,099.63 from water capital reserves to fund the repair.

E. Fire: Approval of an Instructor Service Agreement (ISA) with Fresno City College to provide training services for the Hanford Fire Department

GENERAL BUSINESS:

A. Police: Discussion and consideration of Automated License Plate Reader (ALPR) System and associated costs for the acquisition of 25 Automated License Plate Reader Cameras from Flock Camera Systems

B. Fire: Authorization for Interwest Consulting Group, Bureau Veritas, and Fire Safety Solutions to provide on-call fire plan check and fire safety inspection services; each contract not to exceed $100,000 annually for the City of Hanford.

C. Council: Consideration of the reformation of a Council Ad-Hoc subcommittee to work with the Hanford Chamber of Commerce for consideration of future City support of the Chamber

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)

Council Future Agenda Items

Upcoming Events and Important Dates:

October 24: Last Day to register to vote for the November Election
October 28-3: Haunted House, Old Courthouse
November 1: Regular City Council Meeting
November 8: Election Day
November 11: Veterans Day, city offices will be closed

November 15: Regular City Council Meeting

ADJOURNMENT:

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

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

AGENDA
STAFF REPORT

MEETING DATE: 10/18/2022	**AGENDA SECTION:** A

SUBJECT:
Presentation by Alarm Program Services (APS) regarding their automated system for the overall administration of the Alarm Permitting process for the City of Hanford.

RECOMMENDATION:
That the City Council review the presentation from APS and provide direction..

BACKGROUND:
The Alarm Program System (APS) is an automated system for generating alarm permits, renewal notices, false alarm notices and permit suspensions. The program will generate billing and includes an online appeals process. These functions are time consuming and are currently being performed by staff members from the records and communications divisions.

One of the primary focuses of APS is to reduce false alarms and create awareness in the community of the city ordinance and its goals. This includes conducting outreach campaigns via email and phone.

The Alarm Program System will assist the Hanford Police Department to lower agency costs, heighten public awareness, increase program revenues, reduce false alarms and free up valuable resources for effective emergency response.

APS is the only system that is compatible with our current CAD/RMS system.

FISCAL IMPACT:
If so approved by Council, the contract with APS would require a $12,000 annual fee, billed at $1000 per month. Costs could be partially offset by revenues collected from alarm permit fees, false alarm fees and late reinstatement fees.

ATTACHMENTS:

AGENDA
STAFF REPORT

MEETING DATE: 10/18/2022	**AGENDA SECTION:** B

SUBJECT:
Presentation and Discussion Regarding the Rental and Usage of City of Hanford Facilities

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RECOMMENDATION:
That the City Council receive the presentation and provide direction to staff regarding the rental and usage of Hanford facilities.

BACKGROUND:
The City of Hanford provides the community with various venues and facilities that can be reserved for private and public gatherings. These facilities include the Civic Auditorium, Veterans and Senior Building, The Plunge, The Longfield Center, and the Coe Park Building and a variety of City Parks. The Parks and Community Services Department administers the facility reservation process.

On May 19, 2005, Council enacted Resolution 05-19-R regulating the rental and use of the City of Hanford facilities and equipment and fixing charges and rules for the use of said facilities and equipment (see attached Resolution 05-19-R). That resolution remains in effect to this day.

Since then, facility reservation fees have been updated and are contained within the Council-approved Master Fee Schedule (see attached FY 2022-2023 Master Fee Schedule for indoor and outdoor facilities).

A $250.00 deposit is required from all renting parties. An additional $1,000 deposit is required if alcohol is served. This deposit is required at the time of booking the facility. These deposits are refunded if the facility is in a reasonable condition after the event.

Insurance Requirements

Agencies must provide a valid certificate no less than 30 days before the event. The amount required is $2 million per occurrence and $4 million for general aggregate. The renter's responsibility for providing a copy of the certificate of liability insurance to the Parks & Community Services Department.

Rental Charges

Due to the limited dates available, non-residence will be limited to reserving facilities no earlier than six months in advance. Resident groups may book facilities one-year in advance. Non-resident fees have also been established to provide preference to Hanford resident groups.

Waiver of Rental Charges

Per Resolution 05-19-R, all local non-profit organizations are granted a one-time waiver of rental charges per year. Proof of non-profit status ($501^{C}3$) is required.

Operational Charges:

All rental groups are required to pay the following hard costs:

Set-up/Break-down Time: This is based on the expected number of guests attending the event.

Expected Number of Guests Attending the Event	Fee
1-50	$75
51-100	$105
101-200	$135
201-300	$165
301-400	$195
401-500	$255

Facility Host/Staffing Fee:

Facility Hosts (staff) are assigned to each event to ensure proper usage, provide housekeeping, and ensure the client's needs are met. The staffing fee is also based on the expected number of guests attending the event.

Expected Number of Guests Attending the Event	Hourly Fee
1-200	$35.00
201-300	$52.00
301-400	$67.00
401-500	$88.00
501 + Special Events	$105.00

A convenient checklist detailing the facility reservation process and requirements is available to assist interested parties. The 2022 Facility Reservation Application (attached) is online at:

<https://www.ci.hanford.ca.us/departments/parks_and_recreation/forms.php>. For all other inquiries, call (559) 537-7998 for more information.

FISCAL IMPACT:

ATTACHMENTS:
05-19-R
Final Fee Schedule 08.17.22
Renters checklist
2022 facility App

RESOLUTION NO 05-19-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD REGULATING RENTAL AND USE OF THE CITY OF HANFORD FACILITIES AND EQUIPMENT, AND FIXING CHARGES AND RULES FOR USE OF SAID FACILITIES AND EQUIPMENT.

At a regular meeting of the City Council of the City of Hanford duly called and held on May 17, 2005 at 7:30 p.m. of said day, upon motion of Council Member BUFORD, seconded by Council Member GALLEGOS, and duly carried the following resolution was adopted:

IT IS HEREBY RESOLVED that the following charges are established for the use of all Hanford Municipal facilities or portions thereof:

The following deposit fees shall be required at the time of reserving a date for the following facilities: Civic Auditorium; Veterans/Senior Center; Civic Auditorium Grounds; City owned parking lots; and other city facilities as deem by the Recreation Director.

Deposit for All Renters at time of booking	$ 250.00
Additional Deposit Required if Alcohol is Served	$1,000.00

The deposit is required at the time of booking any reservation. It will be utilized for cleaning, and/or repairs of damage as well as any overtime services caused by the renter's usage. If the cost of cleanup and/or repair of damage exceed the deposit amount, the additional costs will be billed to the renter and payable within seven (7) days from the date of billing statement sent by the city to the renter. If reservations are cancelled at least thirty (30) calendar days prior to the date of the event, the full deposit will be refunded. The deposit becomes non-refundable if the reservation is not cancelled at least thirty (30) days prior to the date of the event.

Alcohol Permit	$ 75.00

State license is required to sell alcoholic beverages. All alcoholic beverages must be under the control of the licensee at all times and shall be removed from the facility immediately following conclusion of the event. **All alcoholic beverages may be served**

Attachment: 05-19-R (Facility Rental and Usage of Hanford Facilities)

up to one (1) hour prior to the ending time agreed to on the signed contract. No alcohol may be served at a function for a minor.

1. Rental charges: Due to the limited dates available for booking these Hanford facilities, non-residence will be limited to reserving such facilities no earlier than six (6) months in advance. Non-resident fees have also been established for the purpose of assisting with annual maintenance and operation of these facilities. Rent for use of various portions of the City of Hanford facilities by the public shall be as follows:

			Resident	Non-Resident
I.	Civic Auditorium			
	Main Hall	(Friday or Saturday)	$450 Per Day	$950.00 Per Day
		(Sunday - Thursday)	$225 Per Day	$750.00 Per Day
	Kitchen		$50 Per Day	$50 Per Day
	West Wing		$50 Per Day	$50 Per Day
	Council Chambers		$10/Hour or $30/Day Maximum	
	South Wing		$10/Hour or $30/Day Maximum	
II.	Veterans/Senior Center			
	Main Hall		$150 Per Day	$150 Per Day
	Kitchen		$30 Per Day	$30 Per Day
	Meeting Room		$10/Hour or $30/Day Maximum	
	Living Room		$10/Hour or $30/Day Maximum	
	Craft Room		$10/Hour or $30/Day Maximum	
III.	City Owned Parking Lots			
	Rental requires encroachment permit from Public Works			
	Encroachment Permit		Set by Public Works Fees Resolution	

IV. Longfield Center

Attachment: 05-19-R (Facility Rental and Usage of Hanford Facilities)

Gymnasium		$20/Hour or $100/Day Maximum
Meeting Room		$10/Hour or $30/Day Maximum

V. Additional Services

Additional Refuse Bins	Set by Public Works Fees Resolution
Restrooms/Court House Grounds (when used for outdoor functions)	$30/Day
Set Up/Take Down	It is required that all city equipment must be set up and taken down by staff or contractor hired by the city at a cost to the renter based on a sliding scale set by the Recreation Department.
City Manpower	Actual Cost Plus 25% Overhead
City Electricity on Civic Grounds	$25/Per Day

VI. Coe Park Building

Hall	$20.00/Hour	$100/Day Maximum
Deposit		$100/Day

a. Events with over 50 people attending city staff will be required at a rate of $10 per hour.

b. Hall will be closed at 10:00 p.m.

c. Insurance will be required for any event other than a meeting.

2. Other Rentals:

I. Auditorium Equipment - A non-profit organization (with a principal place of business in Hanford only) may rent available equipment at the following costs per item per day:

8' Banquet Table	$6.00/Table
Chair	.50/Chair
Riser	$10.00/Riser
Ramp	$25.00/Ramp

Attachment: 05-19-R (Facility Rental and Usage of Hanford Facilities)

Deposit		$100.00

All or any portion of the deposit may be used to clean or repair any damage to the facilities or equipment therein. A daily rental fee will be deducted from the deposit for each day that it is late in being returned. Pick up and return will be the responsibility of the renter.

II. Parks

Gazebo			$10.00/Day
Picnic Shelters	(Resident) $30.00/Day	(Non-Resident)	$45.00/Day
City Ball Parks	$10.00/Hour		$100/Day Maximum
Park Alcohol Permits			$20/Day

a. All or any portion of the deposit may be used to clean or repair any damage to the facilities or equipment therein.

b. Rental of park facilities for public commercially promoted events of a repetitive nature shall be made by special written agreement.

c. All park facility rental fees shall be paid in advance.

d. Alcohol is prohibited without permit at Lacey and Earl F. Johnson Parks, as well as, the Civic Auditorium Grounds. Permits shall be applied for at the Recreation office and approved by the Recreation Department and/or Hanford Police Department.

III. City Plunge

Deposit	$250.00
Rental Fee	$30.00 Per Hour or $250.00/Day
Lifeguards	Actual Hourly Rate plus 25% Overhead
Plunge Picnic Shelter	$20/Per Day

IV. Use of Civic Auditorium Grounds

Deposit	$250

Attachment: 05-19-R (Facility Rental and Usage of Hanford Facilities)

For Profit/Promoters Rental Fee $1,000 Per Day

The Civic Auditorium Grounds may be reserved for public events, provided proper advance reservations is made with the Recreation Department and there is no conflict with other events scheduled for the Civic Auditorium.

V. Use of City Council Chambers

The City Council Chambers may be only reserved for meetings of the City Council and other official city boards, commissions and committees. Rental of the Council Chambers is subject to availability.

3. Other Government Agency Uses

Other governmental agencies such as state, county, and local agencies including public schools will only be charged hard cost fees for the use of city facilities.

4. Waiver of Facility Fees

All local non-profit organizations will be granted a one-time waiver per year based on set criteria and depending on availability as granted by the Recreation Director.

IT IS FURTHER RESOLVED that the general rules for the use of the city facilities and portions thereof and equipment therein is as follows:

a. All reservations for rental of use shall be made on appropriate application form, furnished by the City.

b. All payments of deposits and rental fees are to be made to the Recreation Department.

d. All evening activities and events shall conclude at or before 1:00 a.m.

e. Liability insurance may be required for the use of any or all city facilities. The liability insurance should not be less than $1,000,000 (one million dollars). Additional insurance will be required when alcohol is sold.

Attachment: 05-19-R (Facility Rental and Usage of Hanford Facilities)

RESOLUTION NO 05-19-R

IT IS FURTHER RESOLVED that the Recreation Director or an appointed representative is hereby authorized to rent the use of said facilities and equipment for the proper purposes as determined by the City, at the charges listed above.

IT IS FURTHER RESOLVED that Resolution No. 03-58-R of the City Council of the City of Hanford is hereby rescinded.

IT IS FURTHER RESOLVED that the provisions of this resolution shall become effective on July 1, 2005.

Passed and adopted at a regular meeting of the City Council of the City of Hanford held on 17th day of May, 2005, by the following vote:

AYES: Council Member BUFORD
Council Member GALLEGOS
Council Member CHIN
Council Member GONZALES
Council Member AYERS

NOES: Council Member NONE

ABSENT: Council Member NONE

APPROVED: _____, Mayor

ATTEST: _____, City Clerk

Dated this 19th day of May, 2005

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

Attachment: 05-19-R (Facility Rental and Usage of Hanford Facilities)

RESOLUTION NO 05-19-R

I, Karen McAlister, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 17th day May, 2005.

Dated: May 19, 2005

Karen McAlister
City Clerk

Attachment: 05-19-R (Facility Rental and Usage of Hanford Facilities)

CITY OF HANFORD

MASTER FEE SCHEDULE FY 2022-23

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

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Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

FINANCE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT
GENERAL	
Transient Occupancy Tax	8% of Room Rent
Returned Check Fee - First Occurrence	$25
Returned Check Fee - Each Subsequent Occurrence	$35
Submission to County Tax Roll - Each Item	$10
Duplicate Invoice Request	$1.50
Copies	$.10 per Page
Billing	
Building Rent- Late Fee	10%
All other Billing- Late Fee	$10
Payments via Credit Card	3.25% per Transaction
PAYROLL - WAGE ATTACHMENTS	
Payroll Garnishments	$1.50 per Pay Period
UTILITIES	
New Water Service/Installation of Meter for New Water Service (each)	$125 Admin and Inspection Fee plus applicable Development Impact Fees
Residential Deposit	$258 (Three times the determined average residential bill)
Water Hydrant Deposit	$1,000
Non-residential, Non-hydrant Deposit	Calculated Based on Account (Two times the average bill amount)
Fine/penalty for delinquent utility service charges	$35
Reconnection fee for Discontinued Water Service- Business Hours	$50
Reconnection fee for Discontinued Water Service- Non-Business Hours	$150
Fee for Missed Reconnection Appointment	$50
Fee for Appeal of Utility Service Bill	$205 plus Deposit of Entire Bill Amount
Monthly Fee for Payment Plan Processing, Review, and Administration	$13 per Month (Per month as long as payment agreement remains in effect)
Unauthorized Reconnection of Water Service, Tampering, or Illegal Use of Water	$200 per Occurrence plus the Cost of Water Used
Damaged Locks	$15
Fee for Damage to the City Equipment and/or Improvements	Actual Cost Incurred by the City to Repair and Replace
Fee for Fire Flow Tests	$470
Fee for Backflow Administration and Inspection	$125
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

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

FINANCE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT
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 perio (July 1- December 31) shall pay 50% of the minimum annual Business License Tax.	
Business License Processing	$40
Business License Processing - Lapsed 6 mos.or more	$15 (Current and past due amount to be paid in full)
Administrative Fee- Applies to Renewals	$10
Duplicate Business License	$1.50
Past Due Business License	
Late Charge	$100 (Reduced to $50 if paid within 5 business days)
Hand-Delivered Delinquency Notice (30+ days)	$50
Failure to Display Current Business License	$50 for each Occurrence
Specific Business Types:	
Advertising By Sound	$5 per Day
Ambulatory Vehicles	$20 per Vehicle per Year
Amusement Devices	$5 per Day per Device
Animal Shows	$15 per Day
Auctioneers	$60 per Year
Auctioneers - Itinerant Vendor Temp Located in City	$50 per Day
Bankrupt Sales	$100 per Month
Billboard & Sign Companies	$60 per Year
Bingo (Must apply Yearly)	$50 per Year
Bowling Lanes	$10 per Lane per Year
Building and Loan Associations	$100 per Year
Cable Television	Fee based on franchise agreement
Card Rooms and Tables	$525 Operator/$55 per Employee/$30 Transfer Fee
Circuses and Carnivals	$25 per Day
Contractors	
General Contractors	$60 per Year
Plumbing, Electrical, Roofing, Painting, Heating & Refrigeration, Plastering, Specialty Contractor	$40 per Year
Convalescent Vehicles	$50 per Vehicle per Year
Creameries	$200 per Year
Delivery and Freight Companies	$30 per Truck per Year
Finance Companies	$100 per Year
Fire and Wreck Sales	$100 per Month
Fortunetelling	$200 per Year
Going out of Business and Related Sales (Permit Valid for 60 Days)	$25 Min plus $25 if inventory exceeds $5,000
Hay, Grain and Feed Brokers	$60 per Year
House Moving	$100 per Year
Laundry Trucks	$30 per Truck per Year
Lectures	$5 per Day
Newspaper Publishing	$100 per Year
Newspaper Distributing	$20 per each Type per Year
Non-profit Business (Required to register)	No Charge
Packinghouses	$150 per Year

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

FINANCE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT
BUSINESS LICENSE, CONTINUED	
Parades	$25 per Day
Parade Vendors	$50 per Cart per Day
Pawnbrokers	$100 per Year
Poolrooms or Billiards	$8 per Table per Year
Peddlers/Mobile Vendors	
On Foot: Goods, Wares or Merchandise	$25 per Month
Vehicle: Fruits and Vegetables	$60 per Year
Vehicle: Baked Goods and Dairy Products	$30 per Year
Vehicle: Wholesale	$30 per Month
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
Shooting Galleries and Ranges	$50 per Month
Skating Rinks	$48 per Year
Soliciting (Limited to 1 month)	$30 per Month
Taxicabs, Buses & Pedicabs	$20 per Vehicle per Year
Thursday Night Market Vendors (May-Oct)	$40
Title Companies	$100 per Year
Transient Photographers	$200 per Year
Theatrical and Entertainment Shows (Transient)	$12.50 for 1st day, $5 each Day After
Veteran Owned Home Business Non-service based only. Required to register and provide copy of DD214. Subject to approval	No Charge
Wholesale Business	50% deduction of Regular License Fee

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

PARKS & COMMUNITY SERVICES DEPARTMENT

Indoor Facility Fee Structure

FACILITY	ROOM		RESIDENT	NON-RESIDENT
Civic Auditorium	Main Hall	Fri-Sat	$500	$1,000
		Sun-Thurs	$275	$800
	Kitchen		$100	$150
	West Wing		$100	$150
Civic Grounds	Rental Fee		$1,000	
	Restrooms		$75 per Day	
Veterans/ Senior Center	Main Hall		$150	$200
	Kitchen		$50	$70
	Meeting Room		$50	$75
COE Park Hall	Building		$35 per Hour	
Facility Host Fees (Applicable to Facilities listed above)	1-199 party size		$35 per Hour	
	200-299 party size		$52 per Hour	
	300-399 party size		$67 per Hour	
	400-499 party size		$88 per Hour	
	500 or larger		$110 per Hour	
Longfield Center	Gym		$30 per Hour	

Deposit for Facilities	$250	**Carousel Ride**	$2
Alcohol Permit	$125	**Freddy the Fire Truck Ride**	$3
Processing Fee	$20 for all transactions		

Insurance and Security Required for Rentals with Alcohol

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

PARKS & COMMUNITY SERVICES DEPARTMENT

Outdoor Facility Fee Structure

FACILITY	ROOM		RESIDENT	NON-RESIDENT
City Parks	Picnic Arbors		$45	$60
	Alcohol Permit		$30	
	*Freedom and Lacey Park are excluded due to proximity of schools			
City Plunge	Rental Fee		$40 per Hour	$55 per Hour
	Lifeguard Fee		Actual hourly plus 25%	
	Picnic Shelter		$25 per Day	$30 per Day
City Ball Parks	Field Fee	Adult	$100	
	Field Fee	Youth	$80	
	Staff Fees		$18 per Hour per each Employee	
	Field Preparation		$30 per Field per Day	
	Field Lights		$25 per Field per Hour	
	Trash Removal	Adult	$175	
Civic Grounds	Electricity Use		$75	
Deposit for Facilities	$250		**Tournament Deposit**	$250
Processing Fee	$20 for all transactions			

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

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
Annual	$100	$8.33	$75	$6.25
Quarterly	$30	$10	$25	$8.33
Monthly	$12	$12	$10	$10
Day Pass	$5		$3	

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

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

FIRE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT
Annual Permit	$105
Bi-Annual Inspection	$105
Annual Inspection	$105
Biennial Inspection	$105
Special Inspection	$105
Misc. Inspection	$105
Additional Inspection Requests	$105
Plan Review	$105 plus 3rd Party Costs
Inspection over 5,000 Sq. Ft	$105 plus $0.75 per sq ft over 5,000 sq. ft
Tenting/Membrane Structure- Permit and Inspection	$105
Device System Inspection	$105: 1-10 Devices/ $210: 10-20 Devices/ $315: 21-30 Devices/ $420: 31-40/ $10.50 each Device 40 +
Transient Residential Occupancies Inspection	$105: Up to 20 Rooms/ $210: 21 Rooms +
Multi-Family Dwellings Inspection	$105: 3-50 Units/ $210: 51-100 Units/ $315: 101 Units +
Large Occupancy Inspections/ Care Facilities/ Schools/ Jails	$105: 1-10 Clients/ $210: 11-100 Clients/ $420: 100 Clients +
Hospital Inspection	$210: Less than 100 Beds/ $420: More than 100 Beds +
Fire Report	$10
Fire Investigation Report	$10
Miscellaneous Fire Prevention Permit	$105
False Alarm	$105 per Alarm after 2nd Alarm in 1 Month
False Alarm from Negligent Act	Equipment and Personnel Actual Costs
Communications Fee to Alarm Company	$30
Removal of Dwellings by Burning	$800 plus 3rd Party Costs
FEE NAME/DESCRIPTION OF SERVICE	**FEE AMOUNT**
Stand-by for Public Utility Response	Equipment and Personnel Actual Costs
Stand-by at Special Event	Equipment and Personnel Actual Costs
DUI Response	Equipment and Personnel Actual Costs
Confirmed Arson Fire Investigation	Equipment and Personnel Actual Costs
Fire Suppression for Illegal Burning	Equipment and Personnel Actual Costs
Neglectful Fire	Equipment and Personnel Actual Costs
Hazardous Materials Spill	Equipment and Personnel Actual Costs
Hydrant Repair/Replacement	Equipment and Personnel Actual Costs
Hydrant Flow Test	Equipment and Personnel Actual Costs (1.25 Hours)
Convalescent Van Inspection	$43
Compliance Engine Fee	$17
VIOLATIONS AND FINES	
Minor	$50 per Offense and/or Response
General	$200 per Offense and/or Response
Health and Safety	$500 per Offense and/or Response
Fireworks Ordinance Violation	$1,000 per Offense and/or Response
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
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	

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

FIRE DEPARTMENT

Annual Fire Prevention Inspections (Examples), continued
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
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

FIRE DEPARTMENT

Operations Requiring Fire Prevention Inspections (Examples)
Fumigation or Thermal Insecticidal Fogging
Hot Works
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
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

FIRE DEPARTMENT

Requires Annual Fire Operational Permits (Examples), continued
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
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
ALARM ORDINANCE	
Business Alarm Permit Registration	$30
Residential Alarm Permit Registration	$20
Business Alarm Permit Renewal	$15 per Year
Residential Alarm Permit Renewal	$15 per Year
First 3 False Alarm Calls per Calendar Year*	No Charge
Customer account must be current, otherwise fees for 4th-6th + false alarms apply	
4th Occurring False Alarm per Calendar Year	$50
5th Occurring False Alarm per Calendar Year	$75
6th + Occurring False Alarm per Calendar Year	$100
Replace Permit or Validation Sticker	$100
VEHICLE IMPOUND (Each Vehicle)	
Impound Vehicle Fee	$120
Stored Vehicle under authority code 22651(p)VC	$90
Repossession Fee	$25
ANIMAL CONTROL	
Animal Pick Up Euthanasia	$150 per Pick Up
Deceased Animal Pick Up	$50 per Pick Up plus Shelter Disposal Fee
After Hours Animal Pickup	$150 per Pick Up
Replacement Dog/Cat Tag	$10 per Tag
Microchipping Charge	$20 per Microchip
Home Quarantine Residence Check	$50 per Check
Shelter Quarantine Delivery	$50 per Delivery plus Additional Fees Charged by Shelter
Animal License Permit- 1 Year	$20
Animal License Permit- 2 Year	$30
Animal License Permit- 3 Year	$40
Multi-Animal Permit- 1 Year	$50
Multi-Animal Permit- 2 Year	$75
Multi-Animal Permit- 3 Year	$100
Breeder Permit	$500
SMOKING ORDINANCE	
1st Violation by Person	$50 per Violation
2nd Violation by Person	$100 per Violation
3rd Violation by Person	$150 per Violation
1st Violation by Owner	$100 per Violation
2nd Violation by Owner	$200 per Violation
3rd Violation by Owner	$500 per Violation
PARKING ORDINANCE (Per Violation)	
Application of provisions (10.16.010)	$35 per Violation
Parking in parkways (HMC 10.16.020)	$35 per Violation
Parking vehicles more than 72 hours (HMC 10.16.030)	$35 per Violation
Commercial vehicles-parking in residential (10.16.040)	$35 per Violation
Parking vehicles for sale or repair (HMC 10.16.050)	$35 per Violation
Parking not according to designated markings (HMC 10.16.060)	$35 per Violation

POLICE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT
PARKING ORDINANCE (Per Violation), CONTINUED	
Parking in violation of posted sign (HMC 10.16.070)	$35 per Violation
Parking in violation of posted sign (HMC 10.16.080)	$35 per Violation
Parking between 2 a.m. and 5 a.m. (HMC 10.16.090)	$35 per Violation
Parking on private property & City lots (HMC 10.16.100)	$35 per Violation
Parking in excess of time limits in City lots (HMC 10.16.110)	$35 per Violation
Parking in excess of time limits – green curbs (HMC 10.16.120)	$35 per Violation
Parking in posted no-parking area (HMC 10.16.130)	$35 per Violation
Sales while parked near school grounds (HMC 10.16.140)	$35 per Violation
Parking violations (HMC 10.16.150)	$35 per Violation
Authority to Establish Loading Zones (HMC 10.20.010)	$35 per Violation
Parking in violation of curb markings (HMC 10.20.020)	$35 per Violation
Improper use of passenger loading zone (HMC 10.20.030)	$35 per Violation
Improper use of loading zone (HMC 10.20.040)	$35 per Violation
Improper use of alley (HMC 10.20.050)	$35 per Violation
Improper use of bus zone (HMC 10.20.060)	$35 per Violation
Wrong Way Parking (HMC 10.36.010)	$35 per Violation
Improper use of sidewalk or parkway (HMC 10.44.010)	$35 per Violation
Operating skates on street (HMC 10.64.030.A)	$35 per Violation
Dangerous operation of skates (HMC 10.64.030.C)	$35 per Violation
Operating skates near building entrance (HMC 10.64.030.D)	$35 per Violation
Skate ramps on public rights-of-way (HMC 10.64.030.E)	$35 per Violation
Towing skaters (HMC 10.64.030.F)	$100 per Violation
Handicap Parking	$300 per Violation
Night skating without reflectors (HMC 10.64.030.G)	$35 per Violation
DOCUMENT COPIES	
Traffic Accident Report	$10 per Report
Citation	$10 per Citation
Other Agency Citation Sign Off (per Occurrence)	$15
Records Background Check (per Occurrence)	$30
Reports - Single Sided/Copies (Evidence Code 1563)	$0.10 per Page
Reports - Double Sided/Copies (Evidence Code 1563)	$0.20 per Page
Civil Subpoena (Non Sworn) G.C. 68096.1 (b) Amended 1/1/2015	$275 per Subpoena/Day
Civil Subpoena (Officers, Firefighters, State or Court Employee) G.C. 68097.2 (b)	$275 per Subpoena/Day
Ticket Sign Off- Hanford PD	No Charge
Ticket Sign Off- Other Agency	$15 per Sign Off
Subpoena duces tecum	$15 per Subpoena/Day
Non-Sufficient Funds Check	$40 per Incident
FINGER PRINTING	
Finger Printing- Live Scan (Digital)	Cost Recovery plus $10 Rolling Fee
Finger Printing- Hard Card	No Charge
SPECIAL PERMITS	
Concealed Weapons Permit (Inc DOJ Fees)	$180
Lost, Stolen, Damaged ID Card provided by Hanford PD	$20 per Card

POLICE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT
SPECIAL PERMITS, CONTINUED	
Lost ID Card provided by State	$50 per Card
Concealed Weapons Permit Renewal (Inc DOJ Fees)	$110
Enhanced CCW Card	$25 per Card
Add Weapon to CCW (Inc DOJ Fees/not during renewal or application)	$25
Taxi Permit	$75
Taxi Permit Renewal	$25
Massage Permit	$75
OTHER	
U-Visa Application	$25

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

CANNABIS DIVISION

FEE NAME/DESCRIPTION OF SERVICE	
BUSINESS LICENSE- PAY AT FINANCE DEPARTMENT	
Business License	Will vary based on Gross Receipts
APPLICATION FEE- PAY AT COMMUNITY DEVELOPMENT DEPARTMENT	
Preliminary Eligibility	$4,254
Initial Ranking	$1,689
Second Ranking	$2,241
Final Recommendation to Council	$1,102
Background Fee (Each Person)	$300
Environmental Review	Actual Cost plus 10%
Live Scan (Each Person)	$135
Zoning Verification Letter	$135
ANNUAL PERMIT FEE- PAY AT FINANCE DEPARTMENT	
Campus	$32,000
Cultivation	$32,000
Manufacturing	$32,000
Distribution	$32,000
Lab Testing	$15,000
Dispensary	$32,000
Microbusiness	$32,000
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	
Seven dollars ($7.00) annually per square foot of canopy space in a facility that uses a combination of natural and artificial lighting	
Four dollars ($4.00) annually per square foot of canopy space in a facility that uses no artificial lighting	
Two dollars ($2.00) annually per square foot of canopy space for any nursery	
Lab Testing:	
Two and one half percent (2.5%) of gross receipts.	
Dispensary, Delivery Business or Microbusiness (retail sales activity):	
Six percent (6%) of gross receipts for both non-storefront and storefront.	
Distribution:	
Three percent (3%) of gross receipts.	
Manufacturing, Processing or Microbusiness (non-retail activity):	
Four percent (4%) of gross receipts.	
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.	
OTHER FEES- PAY AT POLICE DEPARTMENT	
Cannabis Employee Application Fee (HMC 5.56.070(C)(9))	$435
Cannabis Employee Renewal Application (HMC 5.56.070E)	$100
Work Permit Appeal (HMC5.56.150)	$100
Lost, Stolen, Damaged Replacement ID Badge	$25 per Badge
Cannabis Award Appeal	$5,000
Fines 1st Offense (HMC 5.56.470(B))	$300 per Violation per Day
Fines 2nd Offense (HMC 5.56.470(B))	$500 per Violation per Day
Fines 3rd and Subsequent Offenses (HMC 5.56.470(B))	$1,000 per Violation per Day
Other Appeals in (HMC 5.56)	$1,000 per Appeal

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING DIVISION

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT
APPLICATION/PERMIT	
Administrative Use Permit	$550
Williamson Act Permits	
Contract Cancellation	$6,700 deposit + actual cost + 10%
Disestablishment	$2,225
New Contract	$550
Notice of Full Non-renewal	$150
Notice of Partial Non-renewal	$550
Easement Exchange	Actual Cost + 10%
Appeal	$1,100
Conditional Use Permit (CUP)	
Amendment to an Approved CUP	
Minor (existing structures)	$1,675
Regular	$3,900
Master CUP/Planned Unit Development	$7,450 deposit + actual cost + 10%
Development Agreement	$4,475 deposit + actual cost + 10%
Development Agreement Amendment	$1,675 deposit + actual cost + 10%
Finding of Consistency	$550
General Plan Amendment	$10,625 deposit + actual cost + 10%
Historic Review	No Charge
Historic Designation/Detachment of Site	$1,900
Home Occupation	$125
Mural Application	$150
Ordinance Interpretation	$275
Sidewalk Dining Permit	$75
Sign Permit	
Non-illuminated	$150
Illuminated	$275
Banner	$35
Site Plan Review	
Initial Minor (Existing Buildings no Expansion or Addition of one Residential Unit)	$1,100
Initial Major or Subdivision/Parcel Map	$3,350
Resubmittal (First Resubmittal no Charge)	$825
Specific Plan	$9,875 deposit + actual cost + 10%
Specific Plan Amendment	$4,925 deposit + actual cost + 10%
Time Extensions	$550
Temporary Use Permit	$275
Right-of-Way Abandonment	$5,250
Variance	$3,900
Variance - Minor Deviation	$1,100
Variance - Signs	$3,350
Variance - Single Family Parcel	$2,775

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING DIVISION

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT
APPLICATION/PERMIT, CONTINUED	
Zone Change	
Pre-Zone	$4,350
Rezone and Text Amendment	$8,725
Zoning Verification Letter	$150
SUBDIVISION OF LANDS	
Tentative Parcel Map	$5,075
Final Parcel Map	$950
Tentative Subdivision Map	$7,500
Certificate of Compliance	$1,125
Lot Line Adjustment	$1,675
Minor Amendment to Previously Approved Map	$1,675
ENVIRONMENTAL COMPLIANCE	
National Environmental Policy Act (Categorical Exclusion, EA, EIS)	Actual Cost + 10%
California Environmental Quality Act*	
Notice of Exemption	$125
Draft & Final Environmental Impact Report/Study Processing (Consultant prepared-City reviewed)	$5,000 + actual cost + 10%
Initial Study/Negative Declaration (City Prepared)	$5,000 deposit + actual cost + 10%
Draft Initial Study/Negative Declaration (Consultant Prepared- City Reviewed)	$2,500 deposit + actual cost +10%
*Additional fees as required, payable to Kings County (See Kings County Fees below)	
MISCELLANEOUS	
General Plan Text	$60
Zoning Text	$60
Copies (each)	
Black and White 8 1/2 x 11	$0.25
Color (Letter and Legal Size)	$1.00
Black and White 11 x 17	$0.35
Color 11 x 17	$2.00
Large Format Black and White	Cost
Large Format Color	Cost
Radius Map and Up to 50 Labels	$100
CD of documents	$10
Requests for Environmental Notices/ Public Hearing Notices Mailed (Must be Renewed Annually)	$125
Special Service Fees/Inspections	Actual Cost + 10%
ANNEXATION/REORGANIZATION	
City Annexation/Reorganization	$12,300 deposit + actual cost + 10%
County Fee (LAFCo)	Contact Kings County
State Board of Equalization	Contact State Board of Equalization

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING DIVISION

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT
PARKING	
Parking In Lieu Fee	$4,475 per space
Shared Parking Agreement	$1,100
The following applicable fees are not adopted by the City of Hanford. You must contact the agency for up to date fees.	
KINGS COUNTY	
Filing Fee (all environmental documents)	In effect at the time
Notice of Determination ND/MND (Fish and Wildlife)	In effect at the time
Notice of Determination EIR (Fish and Wildlife)	In effect at the time
Impact Fees (Verify current Fees)	In effect at the time
LAFCo Fee	In effect at the time + City actual cost + 10%
STATE BOARD OF EQUALIZATION	
Size of Annexation	In effect at the time
Less than 1 acre	In effect at the time
1-5 acres	In effect at the time
6-10 acres	In effect at the time
11-20 acres	In effect at the time
21-50 acres	In effect at the time
51-100 acres	In effect at the time
101 to 500 acres	In effect at the time
501-1,000	In effect at the time
1,001-2,000 acres	In effect at the time
2,001 acres and above	In effect at the time
SCHOOL DISTRICT FEES	
Please contact the appropriate school district for school fees.	In effect at the time

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

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
"A" OCC-TENANT IMPROVEMENTS	500	$971	$0.4285	$809	$0.3571	$647	$0.285
	2,500	$1,828	$0.2179	$1,524	$0.1816	$1,219	$0.145
	5,000	$2,373	$0.0870	$1,978	$0.0725	$1,582	$0.058
	10,000	$2,808	$0.0578	$2,340	$0.0482	$1,872	$0.038
	25,000	$3,675	$0.0800	$3,063	$0.0673	$2,450	$0.053
	50,000	$5,694	$0.1139	$4,745	$0.0949	$3,796	$0.075
"B" OCC-TENANT IMPROVEMENTS	300	$646	$0.4944	$538	$0.4120	$431	$0.329
	1,500	$1,239	$0.2286	$1,033	$0.1905	$826	$0.152
	3,000	$1,582	$0.0923	$1,319	$0.0769	$1,055	$0.061
	6,000	$1,859	$0.0630	$1,549	$0.0525	$1,239	$0.042
	15,000	$2,426	$0.0842	$2,022	$0.0702	$1,618	$0.056
	30,000	$3,690	$0.1230	$3,075	$0.1025	$2,460	$0.082
"E" OCC-TENANT IMPROVEMENTS	100	$667	$1.7510	$556	$1.4592	$445	$1.167
	500	$1,368	$0.5304	$1,140	$0.4670	$912	$0.373
	1,000	$1,648	$0.2390	$1,373	$0.1991	$1,099	$0.159
	2,000	$1,887	$0.1840	$1,573	$0.1533	$1,258	$0.122
	5,000	$2,439	$0.2043	$2,033	$0.1703	$1,626	$0.136
	10,000	$3,461	$0.3461	$2,884	$0.2884	$2,307	$0.230
ALL "F" OCC	1,000	$2,560	$0.5769	$2,133	$0.4808	$1,707	$0.384
	5,000	$4,868	$0.2790	$4,056	$0.2325	$245	$0.186
	10,000	$6,263	$0.1121	$5,219	$0.0934	$4,175	$0.074
	20,000	$7,383	$0.0754	$6,153	$0.0628	$4,922	$0.050
	50,000	$9,645	$0.1032	$8,038	$0.0860	$6,430	$0.068
	100,000	$14,805	$0.1481	$12,338	$0.1234	$9,870	$0.098
"H" OCC-TENANT IMPROVEMENTS	100	$667	$1.7510	$556	$1.4592	$445	$1.167
	500	$1,328	$0.5604	$1,140	$0.4670	$912	$0.373
	1,000	$1,648	$0.2390	$1,373	$0.1991	$1,099	$0.159
	2,000	$1,887	$0.1840	$1,573	$0.1533	$1,258	$0.122
	5,000	$2,439	$0.2043	$2,033	$0.1703	$1,626	$0.136
	10,000	$3,461	$0.3461	$2,884	$0.2884	$2,307	$0.230
"I" OCC-TENANT IMPROVEMENTS	1,000	$971	$0.2142	$809	$0.1785	$648	$0.142
	5,000	$1,828	$0.1091	$1,524	$0.0909	$1,219	$0.072
	10,000	$2,374	$0.0434	$1,978	$0.0362	$1,582	$0.029
	20,000	$2,808	$0.0288	$2,340	$0.0240	$1,872	$0.019
	50,000	$3,672	$0.0403	$3,060	$0.0336	$2,448	$0.026
	100,000	$5,688	$0.0569	$4,740	$0.0474	$3,792	$0.037

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

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
"M" OCC-TENANT IMPROVEMENTS	200	$739	$0.8755	$616	$0.7296	$493	$0.583
	1,000	$1,439	$0.3737	$1,199	$0.3114	$960	$0.249
	2,000	$1,813	$0.1526	$1,511	$0.1271	$1,209	$0.101
	4,000	$2,118	$0.1065	$1,765	$0.0888	$1,412	$0.071
	10,000	$2,757	$0.0138	$2,298	$0.1148	$1,838	$0.091
	20,000	$4,134	$0.2067	$3,445	$0.1723	$2,756	$0.137
"R-1/R-2" OCC-TENANT IMPROVEMENTS	80	$405	$1.0815	$338	$0.9012	$270	$0.721
	400	$751	$0.5933	$626	$0.4944	$501	$0.395
	800	$989	$0.2350	$824	$0.1958	$659	$0.156
	1,600	$1,177	$0.1525	$981	$0.1271	$785	$0.101
	4,000	$1,543	$0.2201	$1,286	$0.1824	$1,028	$0.146
	8,000	$2,423	$0.3029	$2,019	$0.2524	$161	$0.201
"S" OCC-TENANT IMPROVEMENTS	40	$269	$1.5451	$224	$1.2876	$179	$1.030
	200	$516	$0.7142	$430	$0.5951	$344	$0.476
	400	$659	$0.2885	$549	$0.2404	$439	$0.192
	800	$775	$0.1968	$646	$0.1640	$516	$0.131
	2,000	$1,011	$0.2639	$842	$0.2199	$674	$0.175
	4,000	$1,538	$0.3846	$1,282	$0.3205	$1,026	$0.256

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

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING DIVISION

ELECTRICAL FEES		
Permit Issuance	$50	Each
Stand Alone Permit - Plan Check	$105	Hourly
Outdoor Events Carnivals, Circuses, or other traveling shows or exhibitions utilizing transportation type rides booths, displays, and attractions	$105	Hourly
Temporary Power Service Temporary power service pole or pedestal, including all pole or pedestal-mounted receptacle outlets and appurtenances	$105	Each
Unit Fees:		
Receptacles, Switches, and Lighting Outlets	$43.75	up to 20
	$0.87	Each additional
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
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
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
Over 1 and not over 50	$35	Each
Over 50 and not over 100	$43.75	Each
Over 100	$52.50	Each
Signs, Outline Lighting, and Marquees Signs, Outline Lighting, or Marquees supplied from one branch circuit	$52.50	Each
Services		
Services 600 volts or less and not over 1,000 amperes in rating	$105	Each
Services over 600 volts or over 1,000 amperes in rating	$157.50	Each
Subpanels	$35	Each
EV Charging Station		
Residential	$157.50	Each
Commercial	$315	1 - 3
Each Additional	$105	Each
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

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING DIVISION

ELECTRICAL FEES, CONTINUED				
Unit Fees:				
Photovoltaic Systems - Residential & Small Commercial (up to 49KW)	**Plan Check**	**Inspection**	**Total**	
1 - 15 Kilowatts	$200 Each	$300 Each	$500	Each
Each Kilowatt above 15 KW		$15 per KW	$15	per KW
Photovoltaic Systems - Commercial				
50 Kilowatts	$400 Each	$600 Each	$1,000	Each
Each Kilowatt between 51 KW and 250 KW		$7 per KW	$7	per KW
Each Kilowatt above 250 KW		$5 per KW	$5	per KW
MECHANICAL FEES				
Permit Issuance			$50	Each
Stand Alone Permit- Plan Check			$105	Hourly
Unit Fees:				
Install/Relocate each forced air or gravity-type furnace or burner (including attached ducts and vents)			$70	Each
Install/Relocate each floor furnace (including vent)			$70	Each
Install/Relocate each suspended heater, recessed wall heater, or floor-mounted unit heater			$70	Each
Install/Relocate/Replace each appliance vent installed and not included in an appliance permit			$70	Each
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
Install/Relocate each boiler or compressor, or each absorption system			$61.25	Each
Each air-handling unit, including attached ducts up to 10,000 CFM			$70	Each
Each air-handling unit over 10,000 CFM			$70	Each
Each evaporative cooler other than portable type			$35	Each
Each ventilation fan connected to a single duct			$52.50	Each
Each ventilation system which is not a portion of any heating or air-conditioning system			$61.25	Each
Installation of each hood which is served by a mechanical exhaust, including the ducts for such hood			$70	Each
Install/Relocate each incinerator			$52.50	Each
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
Other mechanical inspections not noted above			$105	Hourly
PLUMBING FEES				
Permit Issuance			$50	Each
Stand Alone Permit- Plan Check			$105	Hourly
Unit Fees:				
Plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping, and backflow protection therefore)			$35	Each
Building or trailer park sewer			$52.50	Each
Rainwater system - inside building			$17.50	per Drain
Cesspool where permitted			$26.25	Each
Private sewage disposal system			$105	Each
Water heater and/or vent			$35	Each
Gas piping system			$52.50	1 to 5 Outlets
Additional outlets			$3.50	Each
Medical gas piping system			$52.50	1 to 5 Outlets
Additional outlets			$8.75	Each
Industrial waste pretreatment interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixtures traps			$52.50	Each

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING DIVISION

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

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING DIVISION

MISCELLANEOUS & CODE COMPLIANCE FEES	PERMIT ISSUANCE	PLAN CHECK	INSPECTION	UNIT
Address Assignments			$3.15	Each
Additions, Residential	$50	$157.50	$304.50	up to 300 Sq Ft
Additional Sq Ft		$0.26	$0.74	Sq Ft
Antennas - Telecom Facility (towers)	$50	$52.50	$157.50	Each
Antenna Installations	$50	$35	$35	Each Antenna
Awning/canopy (supported by the building)	$50	$26.25	$35	up to 2
Additional		$3.15	$5.25	Each
Balcony Addition	$50	$52.50	$94.50	up to 200 Sq Ft
Additional		$105	$141.75	over 200 Sq Ft
Carport (200 Sq Ft)	$50	$52.50	$106	≤ 200 Sq Ft
Additional Sq Ft on same side (over 200 Sq Ft)		$105	$159	over 200 Sq Ft
Change of Use/Change of Occupancy	$50	$57.50	$105	Each
Commercial Coach	$50	$52.50	$210	Each Bldg.
Deck (wood)	$50	$52.50	$157.50	up to 200 Sq Ft
Additional (over 200 Sq Ft)		$105	$236.25	over 200 Sq Ft
Demolition - Commercial	$50	$52.50	$160	Each Structure
Residential	$50	$52.50	$110	Each Structure
Electronics/System Replacement	$5			Each Permit
Fence - Non-Masonry, over 7 feet high	$50	$52.50	$52.50	up to 100 Linear Ft
Non-Masonry, Additional		$105	$0.57	Linear Ft
Masonry, all heights	$50	$52.50	$105	up to 100 Linear Ft
Masonry, Additional		$105	$0.66	Linear Ft
Fireplace - Masonry	$50	$52.50	$169	Each
Pre-Fabricated/Metal/Inserts	$50	$52.50	$52.50	Each
Flag Pole	$50	$26.25	$52.50	Each
Foundation Only Valuation based on $5 per Sq Ft	$50	See Valuation Chart		Sq Ft
Repair	$50	$52.50	$105	up to 100 Linear Ft
Addition		$105	$0.66	Linear Ft
Lighting Poles	$50	$17.50	$26.25	First One
Additional Poles		$2.10	$5.25	Each
Moved Buildings	$50	$105	$157.50	Each Bldg.
Plus mileage cost outside city limits (Current Government Rate)				Mile
Partitions - Commercial, Interior	$50	$35	$52.50	up to 30 Linear Ft
Additional		$0.42	$0.84	Linear Ft
Partitions - Residential, Interior	$50	$35	$32.50	up to 30 Linear Ft
Additional	$50	$0.42	$0.84	Linear Ft
Covered Patio/Trellis/Arbor (not enclosed)	$50	$52.50	$157.50	up to 300 Sq Ft
Additional Patio/Tresses/Arbor		$26.25	$35	each 300 Sq Ft
Enclosed Patio/Porch	$50	$84	$210	up to 300 Sq Ft
Additional Enclosed Patio/Porch		$31.50	$84	Each 300 Sq Ft
Pile Foundation - Cast-in-place Concrete	$50	$78.75	$84	up to 10 piles
Additional Piles		$13.65	$6.30	Each
Driven (any type)	$50	$78.75	$84	up to 10 piles
Additional Piles	$50	$13.65	$6.30	Each
Plan Review Fee in excess of Submittal and two re-checks		$105		per Hour
Remodel, Residential	$50	$105	$210	up to 300 Sq Ft
Additional Remodel		$0.21	$0.53	Sq Ft

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING DIVISION

MISCELLANEOUS & CODE COMPLIANCE FEES, CONT.	PERMIT ISSUANCE	PLAN CHECK	INSPECTION	UNIT
Re-Roof- Residential, Roof over	$50	$35	$78.75	Each
Tear-off	$50	$35	$131.25	Each
Commercial	$50	$52.50	$157.50	Each
Permit Issuance	$50			Each
Retaining Walls (concrete or masonry)	$50	$35	$78.75	up to 50 Linear Ft
Additional		$0.21	$0.53	Linear Ft
Siding - Stone and Brick Veneer	$50	$52.50	$105	up to 400 Sq Ft
Stucco	$50	$35	$70	up to 400 Sq Ft
All Others	$50	$52.50	$96.60	up to 400 Sq Ft
Additional Siding (all types)		$0.16	$0.21	Sq Ft
Signs	$50	$35	$52.50	per Site
Skylights- up to 10 Sq Ft	$50	$26.25	$78.75	Each
Over 10 Sq Ft or Structural work involved	$50	$35	$105	Each
Solar Panels, Pool Heating/Water Heating	$50	$70	$131.25	Each System
Stairs	$50	$52.50	$105	First Flight
Additional		$10.50	$26.25	per Flight
Storage racks (shelving) - 0 to 8 ft high	$50	$52.50	$35	up to 100 Linear Ft
Additional		$0.11	$0.26	Linear Ft
Over 8 ft high	$50	$78.75	$52.50	up to 100 Linear Ft
Additional		$0.11	$0.32	Linear Ft
Swimming Pools/Spas	$50	$78.25	$157.50	Each
Heater		$26.25	$17.85	Each
Spa or Hot Tub, Prefabricated	$50	$26.29	$52.50	Each
Wells	$50		$140	Each
Windows and Doors - Replacement	$50	$16.80	$52.50	Each 3
New	$50	$26.25	$59.85	Each 3
New (Structural, in shear wall or masonry)	$50	$35	$68.25	Each 3
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	
$1,001 to $5,000	$50	$111.30	$130.20	
$5,001 to $10,000	$50	$180.60	$212.10	
$10,001 to $15,000	$50	$249.90	$294	
$15,001 to 20,000	$50	$320.25	$375.90	
$20,001 to 25,000	$50	$389.55	$457.80	
$25,001 to $30,000	$50	$438.90	$516.60	
$30,001 and up	$50	Fees applicable for valuation of $30,000 plus $1.80 per $1,000 valuation over $30,0001		

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

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**
$1 to $500	$23.50
$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
$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
$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
$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
$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
$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
$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
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 determine by the building official	

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

COMMUNITY DEVELOPMENT DEPARTMENT

CODE COMPLIANCE DIVISION

CODE VIOLATION FINES	
Minor	$50
General	$200
Heath and Safety	$500

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.

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

DEVELOPMENT IMPACT FEES

LAND USE CATEGORY	FIRE FEE PER UNIT	POLICE FEE PER UNIT	WATER FEE PER UNIT
Low Density Residential	$578.19	$313.75	$2,626.68
Medium Density Residential	$325.02	$463.94	$1,468.36
High Density Residential	$163.30	$150.47	$889.01
Neighborhood Commercial	$0.4851	$0.6461	$1.1196
Regional Commercial	$0.4043	$0.2838	$0.9765
Service Commercial	$0.6064	$0.0929	$1.3536
Highway Commercial	$0.4851	$0.2135	$1.1196
Office Residential	$0.2021	$0.3806	$1.2040
Office	$0.2274	$0.2291	$0.7784
Neighborhood Mixed Use	$0.4851	$0.6167	$1.3957
Corridor Mixed Use	$0.4851	$0.4189	$1.2576
Downtown Mixed Use	$0.0808	$0.3614	$0.2661
Light Industrial	$0.1410	$0.0133	$1.5759
Heavy Industrial	$0.1410	$0.0050	$1.6066
Open Space	$0.0000	$0.0000	$0.0000
Public Facilities	$0.0564	$0.0815	$1.3536
Educational Facilities	$0.0000	$0.0000	$0.7101

LAND USE CATEGORY	WASTEWATER FEE PER UNIT	PARKS FEE PER UNIT	STORM DRAIN FEE PER ACRE
Low Density Residential	$2,249.50	$2,899.77	$2,556.56
Medium Density Residential	$1,800.73	$2,596.95	$2,812.21
High Density Residential	$1,641.89	$2,294.13	$3,067.86
Neighborhood Commercial	$0.7572		$4,601.80
Regional Commercial	$0.7789		$4,601.80
Service Commercial	$0.7690		$4,601.80
Highway Commercial	$0.7572		$4,601.80
Office Residential	$1.6268		$3,067.86
Office	$0.7617		$4,601.80
Neighborhood Mixed Use	$1.4789		$4,601.80
Corridor Mixed Use	$1.0648		$4,601.80
Downtown Mixed Use	$0.4647		$3,679.64
Light Industrial	$0.8726		$4,090.48
Heavy Industrial	$1.0057		$4,090.48
Open Space	$0.0000		$0.0000
Public Facilities	$0.7690		$3,579.17
Educational Facilities	$0.4732		$3,579.17

*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

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

DEVELOPMENT IMPACT FEES

LAND USE CATEGORY	REFUSE FEES PER UNIT
Residential Container/Equip	$523.39
Commercial	
Per No. of 1 cubic yard dumpsters	$917.28
Per No. of 1 cubic yard dumpsters	$1,154.69
Per No. of 1 cubic yard dumpsters	$1,230.23
Per No. of 1 cubic yard dumpsters	$1,564.77

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

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

DEVELOPMENT IMPACT FEES

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

SANITARY SEWER AREA	BENEFIT DISTRICT FEE PER ACRE
9th Ave Area of Benefit District (10th Ave to Hwy 43)	
Area generally south of Hanford-Armona Road	$899.81
Area located Between Hanford-Armona Rd and Lacey Blvd	$1,337.60
Areal located between Lacey Blvd and Grangeville Blvd	$2,015.10
Area located between Grangeville Blvd and Hwy 43	$2,778.62
12th Ave Area of Benefit District (11-1/2 Ave to 13th Ave)	
Area generally south of Hanford-Armona Road	$621.92
Area located Between Hanford-Armona Rd and Lacey Blvd	$960.01
Area located between Lacey Blvd and Grangeville Blvd	$1,305.25
Area located between Grangeville Blvd and Fargo Ave	$1,734.30
Area located between Fargo Ave and Flint Ave	$2,401.14

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

DEVELOPMENT IMPACT FEES

IMPACT FEE CREDITS FROM WATER, WASTEWATER AND STORM DRAINANGE IMPACT FEES		
ITEM	**CREDIT PER UNIT**	**UNIT**
Water		
8" Pipeline	$70	Lineal Foot
12" Pipeline	$186.96	Lineal Foot
18" Pipeline	$226.92	Lineal Foot
Groundwater Well (1,500 gpm)	$1,295,262	Each
Pump Station (3 @ 3,100 gpm)	$4,319,846	Each
Pump Station (4 @ 1,400 gpm)	$2,955,173	Each
Storage Tank (1.5 MG)	$3,690,674	Each
Land for Storage Tank or Well	$43,166	Acre
Wastewater		
8" Gravity Main	$192	Lineal Foot
12" Gravity Main	$325.40	Lineal Foot
15" Gravity Main	$341.10	Lineal Foot
18" Gravity Main	$368.22	Lineal Foot
21" Gravity Main	$399.61	Lineal Foot
24" Gravity Main	$415.31	Lineal Foot
27" Gravity Main	$479.53	Lineal Foot
30" Gravity Main	$563.74	Lineal Foot
36" Gravity Main	$700.75	Lineal Foot
18" Force Main	$328.48	Lineal Foot
Lift Station	$1,492.25	GPM
Storm Drain		
12" Pipeline	$104	Lineal Foot
21" Pipeline	$236.92	Lineal Foot
24" Pipeline	$279.73	Lineal Foot
30" Pipeline	$343.95	Lineal Foot
36" Pipeline	$408.18	Lineal Foot
42" Pipeline	$472.40	Lineal Foot
48" Pipeline	$558.03	Lineal Foot
60" Pipeline	$643.66	Lineal Foot
96" Pipeline	$1,094.65	Lineal Foot
Retention Basin (0 to 5 acre feet)	$35,655.28	Acre Foot
Retention Basin (Over 5 to 10 acre feet)	$21,286.78	Acre Foot
Retention Basin (Over 10 to 20 acre feet)	$12,113.31	Acre Foot
Retention Basin (Over 20 acre feet)	$7,355.68	Acre Foot

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

DEVELOPMENT IMPACT FEES

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

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

PUBLIC WORKS DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT
APPLICATION/PERMIT	
Public Street and Infrastructure Improvement Plan Review/Inspection Fee	
6% of the first $5,000 of improvement costs or fraction thereof	
5% of the next $20,000 of improvement costs or fraction thereof	
4.5% of the next $75,000 of improvement costs or fraction thereof	
3.5% of the next $150,000 of improvement costs or fraction thereof	
2% of all amounts of improvement costs over $250,000	
Water Meter Inspection Fee (all land uses) per meter	$85
Backflow Prevention Assembly Inspection Fee (all land uses)	$80
GRADING PLAN REVIEW	
Residential: Single Family Residence	$1,050
Two or Three Units	$1,800
Four through Eight Units	$3,050
Eight or More Units	$4,400
Commercial: Sites less than one-half acre	$2,700
Sites from one-half to one acre	$4,200
Sites one to five acres	$5,700
Sites over five acres	$5,700 plus $85/acre
Permit Extensions	$25
ENCROACHMENT PERMIT	
Annual Permit	$250
Annual Permit (Utilities)	$1,000
Annual Permit (Trees)	$900
Regular Encroachment Permit	$50
TRANSPORTATION PERMIT	
Annual Permit	$90
Regular Transportation Permit	$16
MISCELLANEOUS	
Construction Water Meter Deposit	$1,000
Conditional Watering Permit	$25
Pool Drain Permit	$25
Street Banner Permit	$100

AIRPORT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT
Overnight parking- Single	$8 per Night
Overnight parking- Twin	$12 per Night
Overnight Parking- Jet	$20 per Night
Overnight Vehicle Parking inside Airport Perimeter	$4 per Night
Airport Tiedown- Long Term	$47 per Month
Covered T-Spaces (1-10 & 20-40)	$85 per Month
T-Hangar Spaces (11-19)	$178 per Month
Port-a-Port (1,200 sq. ft. or less)	$610 per Year
Port-a-Port (1,800 sq. ft. to 2,100 sq. ft.)	$620 per Year
Hangar Ground Lease (0 to 1,600 sq. ft.)	$780 per Year
Hangar Ground Lease (1,601 sq. ft. to 2,300 sq. ft.)	$870 per Year
Hangar Ground Lease (2,301 sq. ft. to 4,500 sq. ft.)	$950 per Year
Hangar Ground Lease (4,501 sq. ft. to 5,000 sq. ft.)	$1,830 per Year
Hangar Ground Lease (5,001 sq. ft. and above)	$0.374 per Sq. Ft.
Heavy Appliance Electricity Surcharge	$35 per Month

Attachment: Final Fee Schedule 08.17.22 (Facility Rental and Usage of Hanford Facilities)

Renter Guidelines

Please use this list as a time line and to ensure proper planning of your event.

It is the renter's responsibility to provide all items on or before requested due date(s).

☐ **Signed Contract/Permit:** Renter is to sign on the day rental is booked.

☐ **Deposit:** $250 (No Alcohol) $1,250 (With Alcohol) Refunded within 4-6 weeks after the event, provided there are no damages and is left clean. Additional fees may be deducted from your deposit.

☐ **Balance:** Must be paid no later the 30 days prior to event date.

☐ **Security Company Contract:** Rental(s) with alcohol and/or dance are required to have security present. Renter's responsible for providing a copy of the security contract to Parks & Community Services Department by dropping a copy off at 321 N Douty Suite A, Hanford, CA 93230 or email klusk@cityofhanfordca.com 30 days prior to event. *See attached list of city approved security companies*

☐ **Alcohol Permit:** Issued by Hanford Parks & Community Services after security contract is received.

☐ **Dance Permit:** Issued by Hanford Parks & Community Services after security contract is received. (PD signature required)

☐ **Liability Insurance:** Required for all renters. Agencies may provide a valid certificate no less than 30 days prior to event. Amount required is $2 million per occurrence and $4 million for general aggregate. Renter's responsible for providing a copy of the certificate of liability insurance to Parks & Community Services Department.

☐ **Event Layout:** Due within one week minimum prior to event.

☐ **City rollaway trash bins: (outdoor events only):** Renter is responsible to submit trash bin order with a receipt from the Public Works Dept. (900 S. 10th Ave. Hanford) to Parks & Recreation Department.

Hanford Parks & Community Services
City Approved Security Companies

Security guards will be required for any event with alcohol and/or dancing held in city facilities or public grounds. The number of guards is based on the number of people attending an event and also is based on approval of the Hanford Police Department. There is (2) agencies the city allows to provide these services:

AGland Protective Services
antsias189@msn.com
559-670-4372

Devoy Private Security
shawnwdps@gmail.com
(760) 807-5233

Event Liability Insurance

In effect as of 01/01/2022, the City of Hanford is no longer providing third party insurance to renters. All renters are required to obtain Event Insurance on their own by applying on-line at: Event Insure | HUB International.

The City of Hanford will no longer provide insurance for reservations at our facilities.

Website: www.hubinternational.com/programs-associations/event-insurance/

Required for all renters. Agencies may provide a valid certificate no less than 30 days prior to event. **Amount required is $2 million per occurrence and $4 million for general aggregate.**

Please apply at your earliest convenience and submit Certificate of Liability Insurance to

Parks & Community Services Department

321 N Douty Suite A, Hanford, CA 93230

or email a copy to Kaitlyn Lusk at Klusk@cityofhanfordca.com

See attached example of Certificate of Liability Insurance

Revised 10/13/2022

Example of:

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

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

INSURED

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	N	N		CURRENT 05/08/2019	05/08/2020 YEAR	EACH OCCURRENCE $ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 300,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 4,000,000 GENERAL AGGREGATE $ 4,000,000 PRODUCTS - COMP/OP AGG $ 4,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

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

CERTIFICATE HOLDER

THE CITY OF HANFORD
321 N DOUTY ST
HANFORD CA 93230

City must be Certificate Holder

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

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1001488 132848.12 03-16-2016

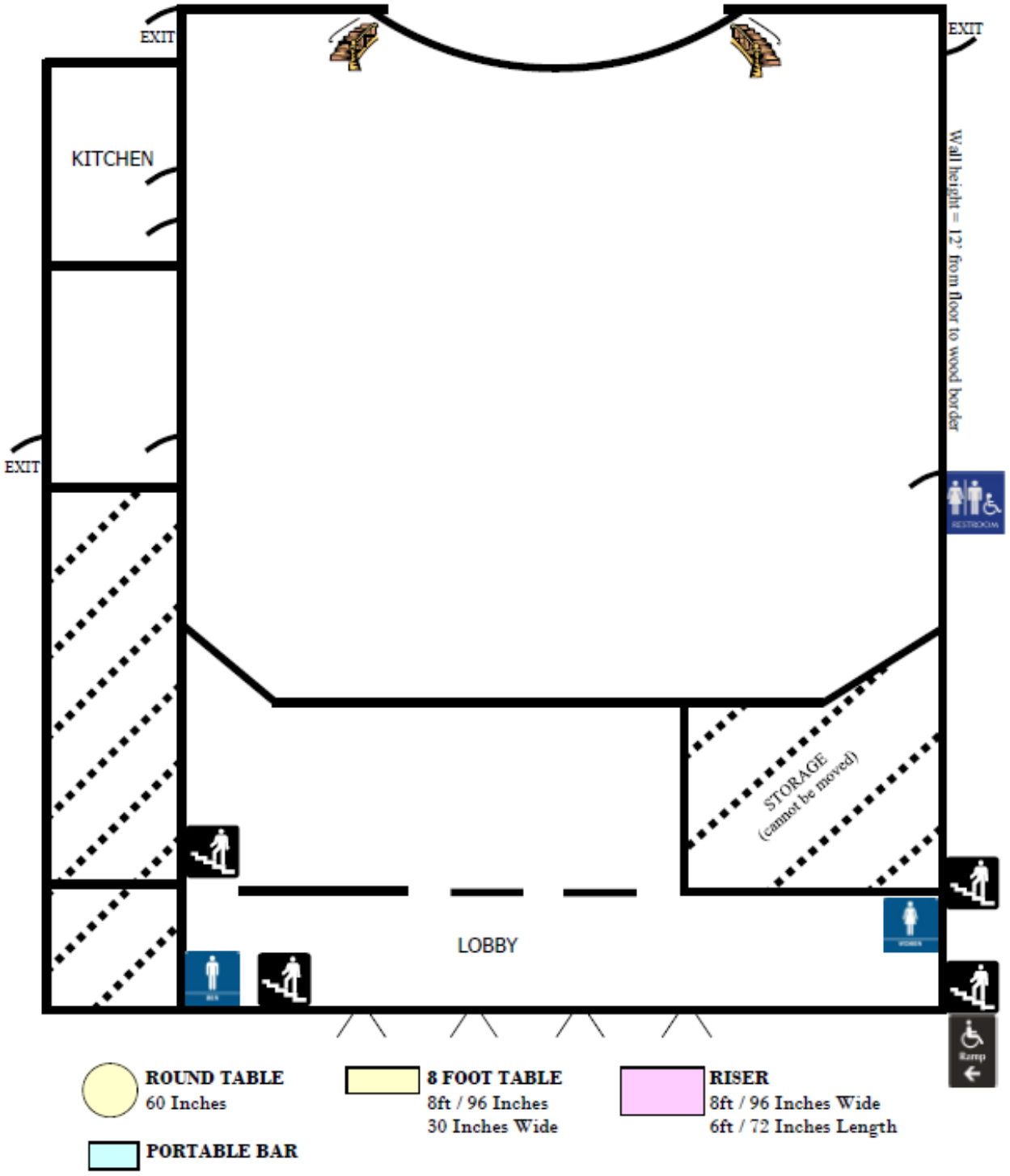
Attachment: Renters checklist (Facility Rental and Usage of Hanford Facilities)

Civic Auditorium & West Wing Layout

event

SCREEN: 16 ft Wide / 20 ft Long

STAGE: 33 ft Curtain to Curtain



Attachment: Renters checklist (Facility Rental and Usage of Hanford Facilities)

Revised 10/13/2022

2022 FACILITY RESERVATION APPLICATION

Parks and Community Services Department
321 North Douty Street, Suite A
Hanford, CA 93230
Office (559) 585-2525
Klusk@cityofhanfordca.com
Website: www.cityofhanfordca.com
TDD/TYY, Dial 711

Office Use Only:
☐ Received: _____ on: _____
☐ Approved: _____ on: _____
☐ Payment: _____ on: _____
Type of Payment: _____

All potential clients must submit a request to obtain approval from the City of Hanford Parks and Community Services Department to reserve a city facility. No applications shall be issued without city approval and the required facility deposit upon approval. Facility Reservation Application must be submitted 45 days prior to requesting a date(s) and time(s). Submitting a Facility Reservation Application does not guarantee a reservation. NO REFUNDS will be issued if reservation is canceled within 30 days of reservation date(s) and time(s).

APPLICANT INFORMATION: PREFERRED COMMUNICATION METHOD (CHECK ONE) ☐ **RESIDENCE ADDRESS** ☐ **BUSINESS ADDRESS** ☐ **EMAIL**			
Business Name:			
Main Contact Name:			
Residence Address:			
Business Address:			
Contact Number:		E-mail:	
Date of Event:		Type of Event:	
Estimate Attendance:		Alcohol Use:	☐ Yes ☐ No
Set Up Time:	to	Event Time:	to
		Clean Up Time:	to

CIVIC AUDITORIUM, CIVIC PARK & COURTHOUSE SQUARE	RESIDENT RATE	NON-RESIDENT RATE	DEPOSIT	FEES TOTAL
Civic Auditorium (Friday/Saturday)	$500	$1,000	$250	
Civic Auditorium (Sunday - Thursday)	$275	$800	$250	
West Wing @ Civic Auditorium	$100	$150	$250	
Kitchen @ Civic Auditorium	$100	$150		
Civic Park	$1,000	$1,000	$250	
Courthouse Square	$150	$250	$250	
Electricity @ Civic Park/Courthouse	$75	$75		

Attachment: 2022 facility App (Facility Rental and Usage of Hanford Facilities)

Restrooms @ Civic Park/Courthouse	$75	$75		
VETERAN'S BUILDING	**RESIDENT RATE**	**NON-RESIDENT RATE**	**DEPOSIT**	**FEES TOTAL**
Veterans Hall/2nd Floor	$150	$200	$250	
Veterans Hall Kitchen/2nd Floor	$50	$70		
Veterans Meeting Room/1st Floor	$50	$75	$250	
LONGFIELD CENTER	**RESIDENT RATE**	**NON-RESIDENT RATE**	**DEPOSIT**	**FEES TOTAL**
Longfield GYM	$30/hr	$30/hr	$250	
THE PLUNGE/CITY POOL	**RESIDENT RATE**	**NON-RESIDENT RATE**	**DEPOSIT**	**FEES TOTAL**
Plunge/Pool	$40	$55	$250	
Lifeguards	$155/hr	$155/hr		
Plunge Arbor	$25	$30		
CITY PARKS ARBORS	**RESIDENT RATE**	**NON-RESIDENT RATE**		**FEES TOTAL**
☐ Freedom ☐ Hidden Valley ☐ Centennial ☐ Coe	$45	$60		
Park Alcohol Permit	$30	$30		
ADDITIONAL CHARGES	**RESIDENT RATE**	**NON-RESIDENT RATE**		**FEES TOTAL**
Alcohol Deposit	$1,000	$1,000		
Alcohol Permit	$125	$125		
Dance Permit	$5	$5		
Liability Insurance: https://www.hubinternational.com/programs-associations/event-insurance/				
SET UP & TEAR DOWN				
Set Up Time/Tear Down Time	☐ $75(1-50) ☐ $105(51-100) ☐ $135 (101-200) ☐ $165 (201-300) ☐ $195 (301-400) ☐ $255 (401-500)			
FACILITY HOST/STAFF FEE				
Event Charge (Hourly Fee)	☐ $35(1-200) ☐ $52(201-300) ☐ $67(301-400) ☐ $88(401-500) ☐ $105(500+ Special Events)			Total
PROCESSING FEE	$20	**TOTAL:**		

Applicant Signature:		Date:	

Attachment: 2022 facility App (Facility Rental and Usage of Hanford Facilities)

AGENDA
STAFF REPORT

MEETING DATE: 10/18/2022	**AGENDA SECTION:** A

SUBJECT:
Public Works: Public Hearing regarding the City of Hanford's proposed refuse rate increase, including the counting of any protest votes and, if supported, adopt the proposed refuse rate increases and other report recommendations.

RECOMMENDATION:
That the City Council open the public hearing and direct staff to tabulate protest votes. If a majority of users do not protest, staff recommends that Council, by motion, approve the proposed revised rates for land fill, recycle, and organics collection, including street sweeping, for customers of the City of Hanford.

In accordance with the refuse rate study recommendations, staff also recommends that Council

- Approve the purchase of one additional front load refuse vehicle at a cost of $374,066.54 from EM Tharpe utilizing a Sourcewell contract. This expense is slated for FY2024, but lead time on such vehicles is currently running 12 months.
- Approve the hiring of two additional refuse driver at an annual cost of $65,000 each, including benefits.
- Approve the conversion of two part time refuse positions to full time positions.
- Approve the installation of scales on the refuse vehicles to reduce overweight loads; estimated cost is $125,000.

BACKGROUND:

Hanford's refuse rates were last reviewed in early 2017. As a result, Resolution No. 17-26-R was approved by the City Council to increase rates July 1, 2017, and July 1, 2018. Rates have not changed since then. During the past two years, the refuse enterprise has begun to be strained financially. This is because available operating cash has been diminished from required increased services for organics and recycle materials, combined with inflationary pressure. In response, the City engaged the consulting company IGS to perform a Refuse Enterprise Financial Analysis and Rate Study (attached).

DISCUSSION:
IGS worked closely with Hanford staff to compile accurate data for the analysis work. Most rates are proposed to be increased; however, a few for minor services are decreased based on cost-of-service calculations. The proposed rates are also streamlined compared to the existing rates. Rates are proposed to be the same for "city" and "county" customers, rental rates for dumpsters are now combined with the overall rate for service, and multi-family rates are based on dumpster size and frequency rather than housing unit count. Finally, as recycle and organics services have become mandatory by law, rates for landfill, recycle, and organics services are set the same, based on container size and frequency or service.

IGS worked closely with staff to comply with the requirements for Proposition 218. Specifically, rates are set to be equitable to each service, notices were sent allowing customers to protest, and a formal rate hearing is being held.

FISCAL IMPACT:

Rates are proposed to be increased an average of 10 percent on November 1st, followed by four percent increases each of the next four years beginning July 1, 2023. The revenue increase during the first 12 months will be approximately $800,000. Rate increases that follow are intended to cover increasing costs of ongoing inflation.

ALTERNATIVES:
The alternative is not to increase rates. The consequence of not doing so will be inadequate funding to effectively operate the City's refuse enterprise, primarily, the inability to fund replacement of aging collection trucks through contributions to the Fleet Reserve Fund.

FISCAL IMPACT:
Rates are proposed to be increased an average of 10 percent on November 1st, followed by four percent increases each of the next four years beginning July 1, 2023. The revenue increase during the first 12 months will be approximately $800,000. Rate increases that follow are intended to cover increasing costs of ongoing inflation.

ATTACHMENTS:
Refuse Resolution 2022 10 18 DRAFT
Refuse Study Final
Prop 218 Notice Final
Hanford Refuse Rate Schedule for City Council 2022 07 19

RESOLUTION NO. 22-__-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD FIXING SOLID WASTE, RECYCLE, GREEN WASTE AND STREET SWEEPING SERVICE RATES

At a regular meeting of the City Council of the City of Hanford duly called and held on the 18th day of October 2022, it was moved by Council Member _____, seconded by Council Member _____, and carried that the following resolution be adopted:

WHEREAS, Chapter 13.12.040 of the Hanford Municipal Code provides for the fixing of solid waste collection service rates by resolution for residential and commercial services; and

WHEREAS, the consulting firm IGService prepared a comprehensive analysis and written report entitled "Refuse Enterprise Financial Analysis and Rate Study, dated August 15, 2022; and

WHEREAS, the City Council conducted a study session reviewing the proposed rates on July 19, 2022; and

WHEREAS, notice of the proposed refuse rates was mailed to all refuse customers in accordance with the requirements of Proposition 218 and Government Code section 53750 et seq; and

WHEREAS, a public hearing to consider the proposed refuse rates and any protests to such rates was held on this date, October 18, 2022, which is more than 45 days after the notices were mailed; and

WHEREAS, written protests to the proposed refuse rates were not presented by a majority of the customers; and

WHEREAS, the proposed refuse rates are required to cover the cost of providing the various services, including but not limited to, providing funds for vehicle replacement costs and funds to operate state-mandated recycle and organic programs; and

WHEREAS, the proposed rates are non-discriminatory and do not exceed the cost of providing services for which the rates are imposed; and

WHEREAS, the City Council deems it in the public interest to adjust the refuse rates as set forth in the attached Exhibit "A".

Attachment: Refuse Resolution 2022 10 18 DRAFT (PW: Refuse Rate Public Hearing)

NOW, THEREFORE, BE IT RESOLVED that the rates on Exhibit "A" are approved, effective November 1st, 2022; and thereafter as specified, on July 1, 2023; July 1, 2024; July 1, 2025; and July 1, 2026.

PASSED, ADOPTED AND APPROVED this 18th day of October 2022 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

_____
Kalish Morrow
MAYOR of the City of Hanford

Attest:

_____
Natalie Corral
City Clerk

Attachment: Refuse Resolution 2022 10 18 DRAFT (PW: Refuse Rate Public Hearing)

Exhibit "A": City of Hanford Existing and Proposed Monthly Refuse Rates[1]							
Description	Existing Rates Effective 7/1/18	Proposed Rates					
		11/1/2022		7/1/2023	7/1/2024	7/1/2025	7/1/2026
		Change	New Rate	4%	4%	4%	4%
Residential Rates[2]		*(Rates do not include Street Sweeping fee)*					
3-CART SERVICE	$21.65	10.0%	$23.82	$24.77	$25.76	$26.79	$27.86
3-CART SERVICE w/64[3]	$17.00	28.9%	$21.91	$22.79	$23.70	$24.65	$25.64
EXTRA 96GAL (FOR EACH LF, ORG, OR RCL)	$14.60	-24.7%	$11.00	$11.44	$11.90	$12.38	$12.88
WALK-IN 3-CART SERVICE	$36.75	10.0%	$40.43	$42.05	$43.73	$45.48	$47.30
WALK-IN 3-CART W/64[3]	$31.50	16.6%	$36.73	$38.20	$39.73	$41.32	$42.97
96GAL ADDITIONAL LIVING UNIT	$21.65	10.0%	$23.82	$24.77	$25.76	$26.79	$27.86
STREET SWEEPING FEE[4]	$3.55	10.0%	$3.91	$4.07	$4.23	$4.40	$4.58
Commercial Rates For All Services[5]		*(Rates do not include Street Sweeping fee)*					
32GAL 1 X WK (OR OTHER REDUCED SVC,)	$26.80	61.9%	$43.39	$45.13	$46.94	$48.82	$50.77
96GAL 1 X WK	$49.25	-11.9%	$43.39	$45.13	$46.94	$48.82	$50.77
96GAL 2 X WK	New	New	$86.78	$90.25	$93.86	$97.61	$101.51
96GAL 3 X WK	New	New	$130.17	$135.38	$140.80	$146.43	$152.29
96GAL 4 X WK	New	New	$173.56	$180.50	$187.72	$195.23	$203.04
96GAL 5 X WK	New	New	$216.95	$225.63	$234.66	$244.05	$253.81
96GAL 6 X WK	New	New	$260.34	$270.75	$281.58	$292.84	$304.55
EXTRA 96GAL LAND FILL 1 X WK	$40.45	-28.6%	$28.87	$30.02	$31.22	$32.47	$33.77
1YD 1 X WK	$55.00	31.4%	$72.26	$75.15	$78.16	$81.29	$84.54
1YD 2 X WK	$95.60	48.6%	$142.07	$147.76	$153.67	$159.82	$166.21
1YD 3 X WK	$136.20	55.1%	$211.27	$219.73	$228.52	$237.66	$247.17
1YD 4 X WK	$176.80	57.9%	$279.25	$290.42	$302.04	$314.12	$326.68
1YD 5 X WK	$217.40	59.2%	$346.01	$359.85	$374.24	$389.21	$404.78
1YD 6 X WK	$258.00	59.5%	$411.54	$428.00	$445.12	$462.92	$481.44
2YD 1 X WK	$87.70	3.6%	$90.89	$94.53	$98.31	$102.24	$106.33
2YD 2 X WK	$155.30	15.3%	$179.03	$186.19	$193.64	$201.39	$209.45
2YD 3 X WK	$222.90	19.6%	$266.49	$277.15	$288.24	$299.77	$311.76
2YD 4 X WK	$290.50	21.4%	$352.57	$366.67	$381.34	$396.59	$412.45
2YD 5 X WK	$358.10	22.1%	$437.27	$454.76	$472.95	$491.87	$511.54
2YD 6 X WK	$425.70	22.3%	$520.60	$541.43	$563.09	$585.61	$609.03
3YD 1 X WK	$117.40	-6.7%	$109.52	$113.90	$118.46	$123.20	$128.13
3YD 2 X WK	$211.90	1.9%	$215.99	$224.63	$233.62	$242.96	$252.68
3YD 3 X WK	$306.40	5.0%	$321.70	$334.57	$347.95	$361.87	$376.34
3YD 4 X WK	$400.90	6.2%	$425.88	$442.92	$460.64	$479.07	$498.23
3YD 5 X WK	$495.40	6.7%	$528.54	$549.68	$571.67	$594.54	$618.32
3YD 6 X WK	$589.90	6.7%	$629.67	$654.86	$681.05	$708.29	$736.62
4YD 1 X WK	New	New	$128.15	$133.28	$138.61	$144.15	$149.92
4YD 2 X WK	New	New	$252.95	$263.07	$273.59	$284.53	$295.91
4YD 3 X WK	New	New	$376.91	$391.99	$407.67	$423.98	$440.94
4YD 4 X WK	New	New	$499.20	$519.17	$539.94	$561.54	$584.00
4YD 5 X WK	New	New	$619.81	$644.60	$670.38	$697.20	$725.09
4YD 6 X WK	New	New	$738.74	$768.29	$799.02	$830.98	$864.22
6YD 1 X WK	New	New	$165.41	$172.03	$178.91	$186.07	$193.51
6YD 2 X WK	New	New	$326.87	$339.95	$353.55	$367.69	$382.40
6YD 3 X WK	New	New	$487.34	$506.83	$527.10	$548.18	$570.11
6YD 4 X WK	New	New	$645.83	$671.66	$698.53	$726.47	$755.53
6YD 5 X WK	New	New	$802.34	$834.44	$867.82	$902.53	$938.63
6YD 6 X WK	New	New	$956.87	$995.15	$1,034.96	$1,076.36	$1,119.41
STREET SWEEPING FEE[4]	$3.55	10.0%	$3.91	$4.07	$4.23	$4.40	$4.58

Notes

1. Proposed rates apply equally to customers within the city limits and to customers in unincorporated areas.
2. Previous rates "Per Dwelling Unit" for multi-family superseded by commercial rates based on the actual bins provided.
3. 64 gallon service is no longer offered to new customers and is being replaced by 96 gallon service.
4. The Street Sweeping Fee is applicable to all customer service locations.
5. Proposed rates include former bin rental fees, and existing rates incorporate rental fees for comparison purposes.

Attachment: Refuse Resolution 2022 10 18 DRAFT (PW: Refuse Rate Public Hearing)

Refuse Enterprise Financial Analysis and Rate Study

for

City of Hanford, California

August 15, 2022

Prepared by

Dan Bergmann, Principal
IGService
15 Shasta Lane
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Attachment: Refuse Study Final (PW: Refuse Rate Public Hearing)

Refuse Enterprise Financial Analysis and Rate Study
for
City of Hanford, California

August 15, 2022

Purpose

The purpose of this cost-of-service refuse study is to review and evaluate the existing rate structure and ensure that customers pay rates in proportion to the cost to provide specific services. The study analyzes operating costs, capital needs (mostly truck replacement) and revenue to evaluate reasonableness of costs and the need to increase overall revenue to support expanded recycling and organics collection services. These steps are conducted to be consistent with the requirements of California's Proposition 218.

Executive Summary

This study systematically analyzes the historical and projected expenses for the refuse enterprise, adjusts rates proportionally to each other based on cost-of-service rate modeling, and includes new rates for added commercial bin sizes and additional recycle and organics programs required by state law.

Overall revenue is proposed to be increased ten percent in the first year, followed by four percent increases per year over the next four years to allow for reasonable inflation. Residential, commercial, and street sweeping cost allocation increases are all close to ten percent, demonstrating that the existing combined rates in each area are approximate to the cost to provide each service. The overall rate schedule is simplified by joining city- and county-specific rates to one combined rate based on cost of service. Residential 3-cart service is raised ten percent in the first year, consistent with the overall revenue increase needed. However, commercial rates for each size bin are adjusted at varied levels. In particular, the cost for one- and two-yard bins is increased more than the initial ten percent to adjust to actual cost of service. Commercial rates for the now mandatory recycle and organics collection services are set equal to the rates for landfill collection, anticipating increased disposal costs for recycle and organics materials.

Requirements of Proposition 218

This work complies with the requirements of California's Proposition 218[1] for raising refuse rates, defined in the class of "Property Related Fees and Charges." In general, this means:

- A rate study is conducted to support the revenue needed for the refuse enterprise fund.
- Rates are set such that each customer group pays its proportionate share of costs for services received.
- Overall revenue from refuse rates must be used only for the refuse fund, and not to support general services of the city.

[1] California Constitution, Article 13D, Sections 1 – 6.

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- Customers must be notified in writing of the proposed rate increases, reasons why, that a rate hearing that will be held after 45 days, and that they may protest in writing.
- If more than 50 percent of customers (counting each parcel as one) protest, the increase may not happen.

Historical and Projected Revenue, Expense and Fund Balances

Attachment 1 shows historical and projected revenues, expenses, and fund balances from 2020 to 2027. The first two years, FY20 and FY21[2], are tied to audited financial statements, FY22 is based on unaudited data, and the remaining five years are projected. Fund balances are shown at the bottom of the table. This study did not include analysis of the fleet reserve fund balance for refuse, which is held outside the refuse enterprise. However, transfers from fleet reserves to the refuse enterprise are shown for FY20 and FY21 to be consistent with the audited statements. The refuse enterprise holds no short- or long-term debt.

Rate increases in FY17 and FY18 supported operating cash flow of the refuse enterprise during those years. However, by FY20 the annual operating cash gain had decreased to less than $200,000. For FY21, to balance revenue with expenses, the fleet reserve contribution was suspended for that year only. From the unaudited data for FY22, revenue was up, expenses were down, and the fleet reserve contribution was made. However, the operating cash gain was approaching zero, indicating that an increase in revenue is needed.

The following factors are included for projected operation and maintenance expenses for the five-year planning period, FY23 through FY27.

- Annual inflation factors are 3.5 percent for all cost components except personnel, which is inflated at five percent.
- KWRA costs for disposal are held constant from FY22 through FY23, but then escalated by the inflation rate.
- Two employees are added in personnel expenses for residential services for FY23.
- One employee is added in personnel expenses for commercial services for FY26.
- The annual fleet reserve contribution is incrementally increased by one truck added in FY24, then a second truck added in FY26.
- Cart and bin replacement costs are included as an ongoing planned expense.
- Incremental costs are included for the burden of providing added service to an estimated 2,000 residential customers annexed into the city during FY23 and FY24.
- Incremental costs are included for the burden of providing added service to an estimated 200 new commercial services for recycle and food waste collection during FY23 and FY24.
- The cost for street sweeping is included in the refuse enterprise.

In meetings with public works management, employee staffing was discussed regarding the use of several part-time employees to staff full time needs. It is recommended to replace some of the

[2] "FY20" or "FYXX" in this study represents the fiscal years ending in the year specified. For example, FY20 is July 1, 2019, through June 30, 2020.

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part-time employees with full-time employees. Doing so would reduce employee turnover because part-time employees tend to move to full-time jobs away from City of Hanford when they have obtained their commercial driver's licenses. Using fewer part-time employees would also reduce the continued training required as the part-time employees transition, and would thereby reduce costs, as existing employees could focus on productive work rather than training. Finally, employee moral would improve overall, as more employees would be full time and working on a more equal basis. This study does not quantify the benefit of transitioning from part time to full time but the move to more full-time employees would clearly benefit the overall refuse operation.

Regarding capital expenses during the five-year planning period, the following items are included at the bottom of Attachment 1.

Refuse Enterprise Capital Expense Planning				
	FY23	FY24	FY25	FY26
Truck scales	$125,000	-	-	-
Paint booth	$26,000	-	-	-
Added residential truck	-	$400,000	-	-
455 bins for recycle & food waste	$320,000	-	-	-
6,000 carts for annexed customers	$270,000	$270,000	-	-
Added commercial truck	-	-		$450,000
Totals	$741,000	$670,000	$0	$450,000

The projected revenue requirement, based on the above combination of operating, maintenance, fleet reserve, and capital expenses for the five-year planning period, is established on the following.

- Incremental revenue is added for the additional annexed residential customers based on 2,000 customers during FY23 and FY24.
- Incremental revenue is added for the 200 additional recycle and food collection services during FY23 and FY24.
- The initial ten percent revenue increase is assumed to begin November 1, 2022, thereby adjusting the cash-flow benefit of the rate increase for only six months of the first year of FY23.
- The following four revenue increases occur July first, each at four percent, to coincide with the city's fiscal year.

The initial revenue increase of ten percent, and the subsequent four percent increases are set to cover expenses and to generate a healthy fund balance. At the beginning of the planning period in FY23, the fund balance is anticipated to be close to zero, as shown at the bottom of Attachment 1. At the end of the planning period, the fund balance grows to approximately $2.5 million, representing roughly three months of operating expenses, which is a reasonable amount for the operating cash fund balance.

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Existing Rate Structure

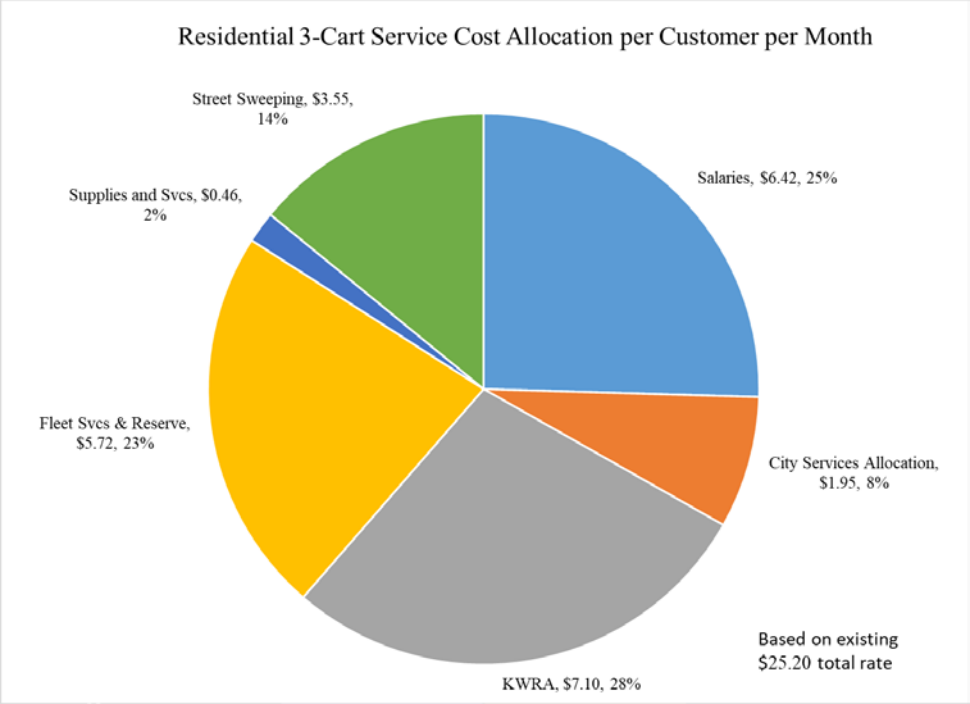
Hanford's refuse rates were adjusted in 2005, then not adjusted again until 2017.[3] The rate adjustment in 2017 included an approximate increase in rates by seven percent for both 2017 and 2018. The existing rates have been in place since 2018.

The existing rates are somewhat complex due to the reasons noted below. These complexities are simplified in the proposed new rates.

- Customers in unincorporated Hanford (i.e. county) are charged incrementally higher rates for all services.
- Commercial customers are charged bin rental as a separate rate component.
- Multi-family housing is charged based on number of housing units rather than actual bin service provided.

The existing rate structure includes some rates for commercial recycle and organics collection but expanded service options and rates are needed to comply with regulatory requirements of SB 1383 to reduce greenhouse gas emissions by reducing organic materials sent to landfills. Rates are also needed for four- and six-yard bin service.

Using standard residential three-cart service as an example, the pie chart below shows a breakdown of costs, based on the existing rate of $25.20, which also includes the component $3.55 for street sweeping. All Hanford landfill and recycle is delivered to Kings Waste and Recycling Authority (KWRA), a joint powers authority (JPA) with Hanford, Lemoore, Corcoran, and Kings County as members.



[3] Resolution No. 17-26-R, approved May 16, 2017

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Cost Allocation and Rate Design

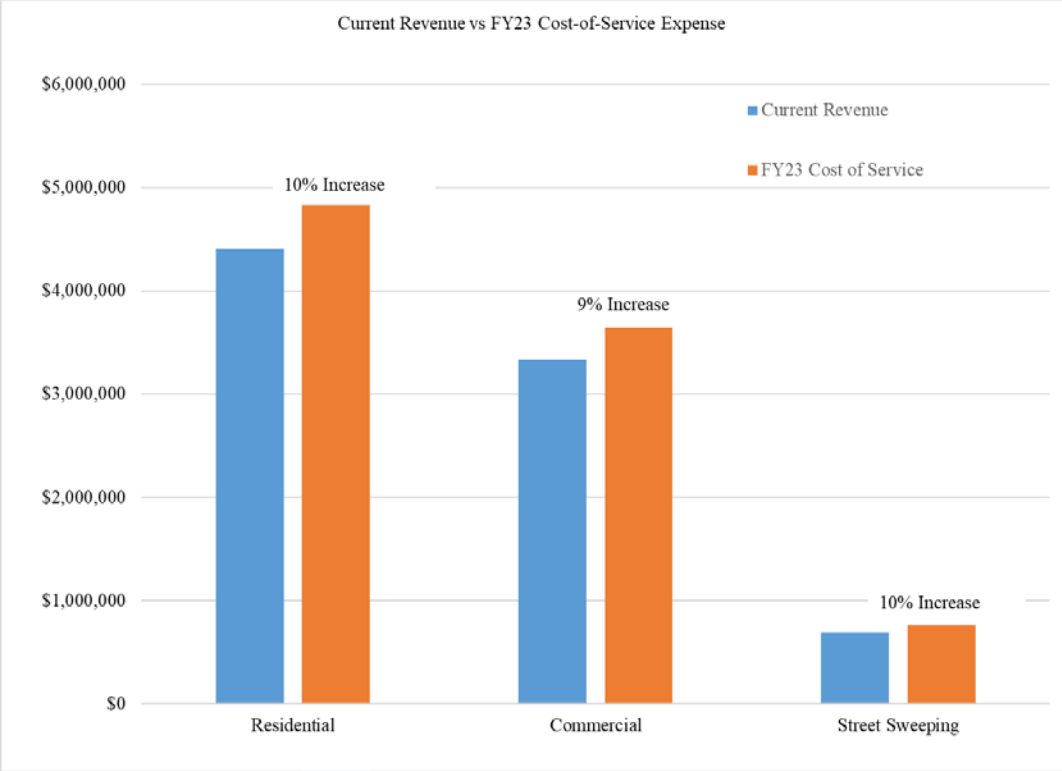
The initial step in resetting rates is to allocate costs of service overall for each of:

- Residential services
- Commercial services
- Street sweeping

This allocation of costs for each service area is meaningful because residential and commercial services each have assigned trucks and drivers, and the trucks used are different. All residential collection is done with automated side-loading trucks whereas commercial trucks collect bins loading from the front or rear, typically require two people, and often require getting out of the truck to position bins.

The FY23 budget for the refuse enterprise is used as the basis for the allocation of costs. Working with staff, costs have been allocated to each of the three areas based on assignments of personnel and trucks. Costs associated with KWRA are allocated based on billing data from KWRA. The details of cost allocation can be found in Attachment 2.

The results of the cost allocation exercise demonstrate that the revenue increases necessary in each of the three service areas are close to the overall ten percent needed. This indicates that the existing combination of rates in place for each service area collect revenue proportional to the existing cost, although the amounts need to be increased. The bar chart below shows the current revenue versus proposed cost of service amounts for each service area. The residential services account for the largest costs and revenue, followed by commercial, then street sweeping.



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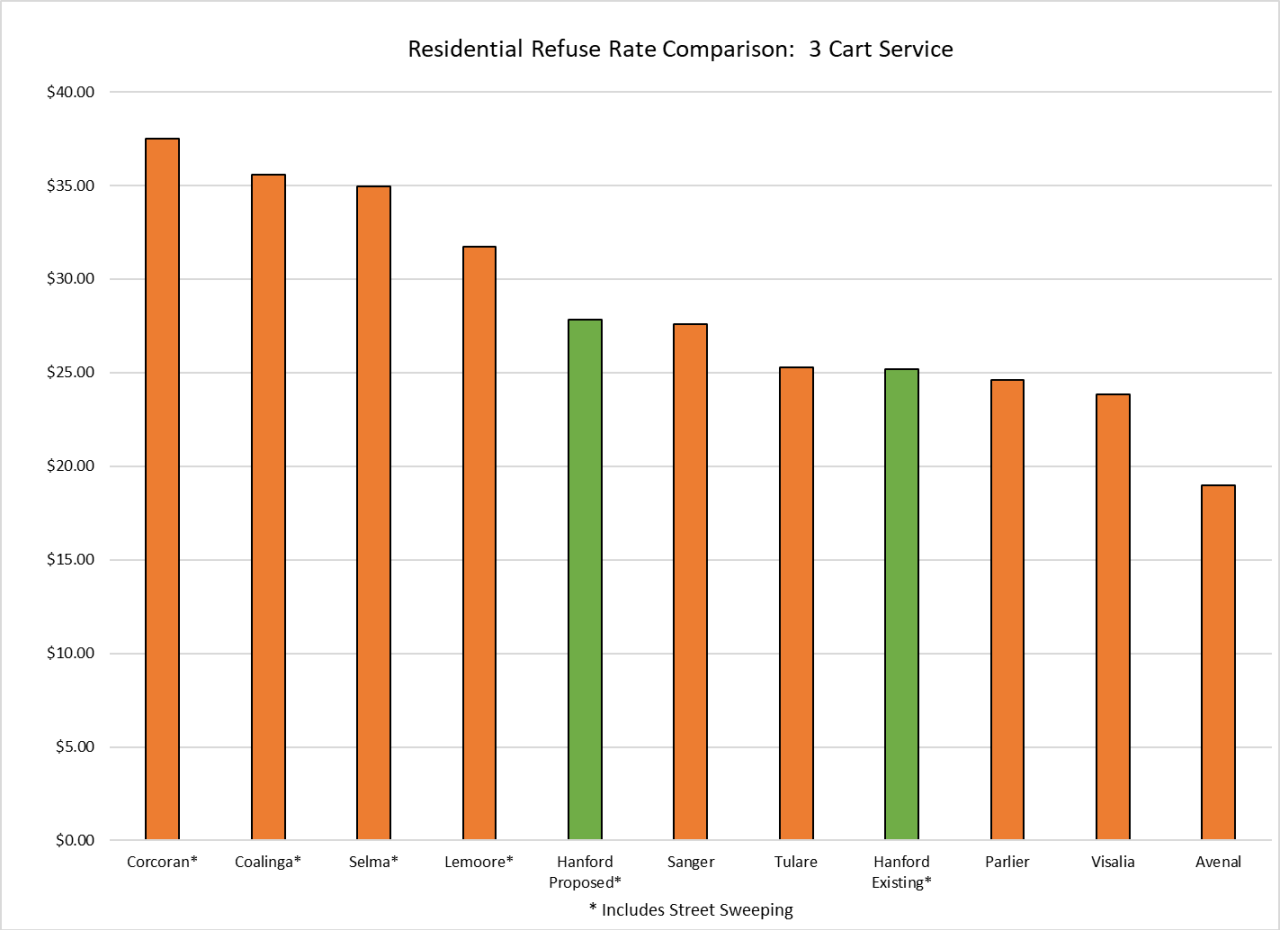
Residential Rate Setting

The existing standard residential rate for 3-cart service is proposed to be increased ten percent in the first year, consistent with the overall revenue increase needed, supported by the cost-of-service analysis discussed above. However, the rate for the few remaining customers still holding a 64-gallon landfill cart is proposed to be increased 29 percent to accurately reflect the cost of service. For those customers with an additional 96-gallon cart, the rate for that cart is reduced 25 percent to reflect the lower incremental cost of service for the truck tipping an additional cart as it passes by on its regular route.

The following is a comparison bar chart of residential rates for Hanford and surrounding areas. Notably, Hanford continues to be the lowest of the members delivering to KWRA. This is likely because of Hanford's economy of scale associated with a larger collection operation, and because Hanford provides service using its own trucks, personnel, and management. The bar chart includes Hanford's existing street sweeping fee $3.55 per customer per month, and proposed amount of $3.91, addressed at the end of this report.



Modeling for residential rates can be found in Attachment 3. All existing and proposed residential rates can be seen at the top of the rate table in Attachment 4.

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Commercial Rate Setting

Commercial service varies based on bin size, pickups frequency, and type, which can be landfill, recycle, and organics services. This is different than residential services where essentially the service is the same for all customers. As a result, for commercial services, an integrated rate model has been developed encompassing the following steps and conclusions to reset existing rates and develop new rates.

1. A rate model was developed that confirmed the existing revenue billed each month based on the specified bin sizes, frequency of service, and service types. To make modeling possible, city and county rates were blended, and the rental fee was included in each bin size, creating an effective average rate. This model of current service also counted multi-family dwelling units, consistent with the existing rates for multi-family. The modeling shows the existing rates for multi-family yield an amount that is nine percent less than the amount based on bin count and frequency, however, the existing revenue does not include compensation for recycle bins that are also at multi-family locations. Therefore, the existing revenue from multi-family is relatively close to what it will be based on bin count and frequency. The resulting rate model is within one percent of actual existing commercial revenue. (Attachment 5.)

2. Commercial modeling is based on budgeted costs for FY23, as allocated between residential, commercial, and street sweeping. (Attachment 2.)

3. The commercial cost component for landfill at KWRA was determined based on dividing the total annual cost of commercial landfill allocated by the total volume of bins in use by Hanford. The result of $2.55 per yard-volume of bin translates to $11.08 per month per cubic yard for a bin emptied once per week. This cost is applied to all bins based on volume and frequency of pickup. (Attachment 6, upper right.)

4. The cost component assigned to commercial truck collection of bins is primarily based on the frequency of pickups each week and secondarily on the bin size. This calculation includes all operational costs assigned to commercial services (other than KWRA costs calculated above) to meet the total modeled contribution from commercial customers. The average cost per commercial bin pickup ("tip") is calculated to be $16.49 ($71.64 per month); however, additional calculations, explained below, are done to adjust the tipping costs to accommodate for bin size burden on the truck.[4] (Attachment 6, lower right.)

5. Tipping costs are adjusted for bin size by assigning 75 percent of tipping costs to be fixed regardless of bin size, and 25 percent to be variable based on size. The fixed cost portion is based on employee salaries, utilities, and general administration. The variable cost portion is based on KWRA costs. The resultant range is $14.08 per tip ($61.18 per month) for a one-yard bin to $22.77 per tip ($98.92 per month) for a six-yard bin. For rate setting, all tipping cost components are converted to cost per month based on cost per tip x 4.3452 weeks per month. The results are illustrated in the bar chart below. (Attachment 7.)

[4] The cost per tip for a commercial bin is $16.49, while the cost per tip for a residential cart is much less at $1.23, a factor of 13 higher for commercial. This is because residential service is automated such that the drivers do not have to leave the trucks, and because carts are smaller than bins.

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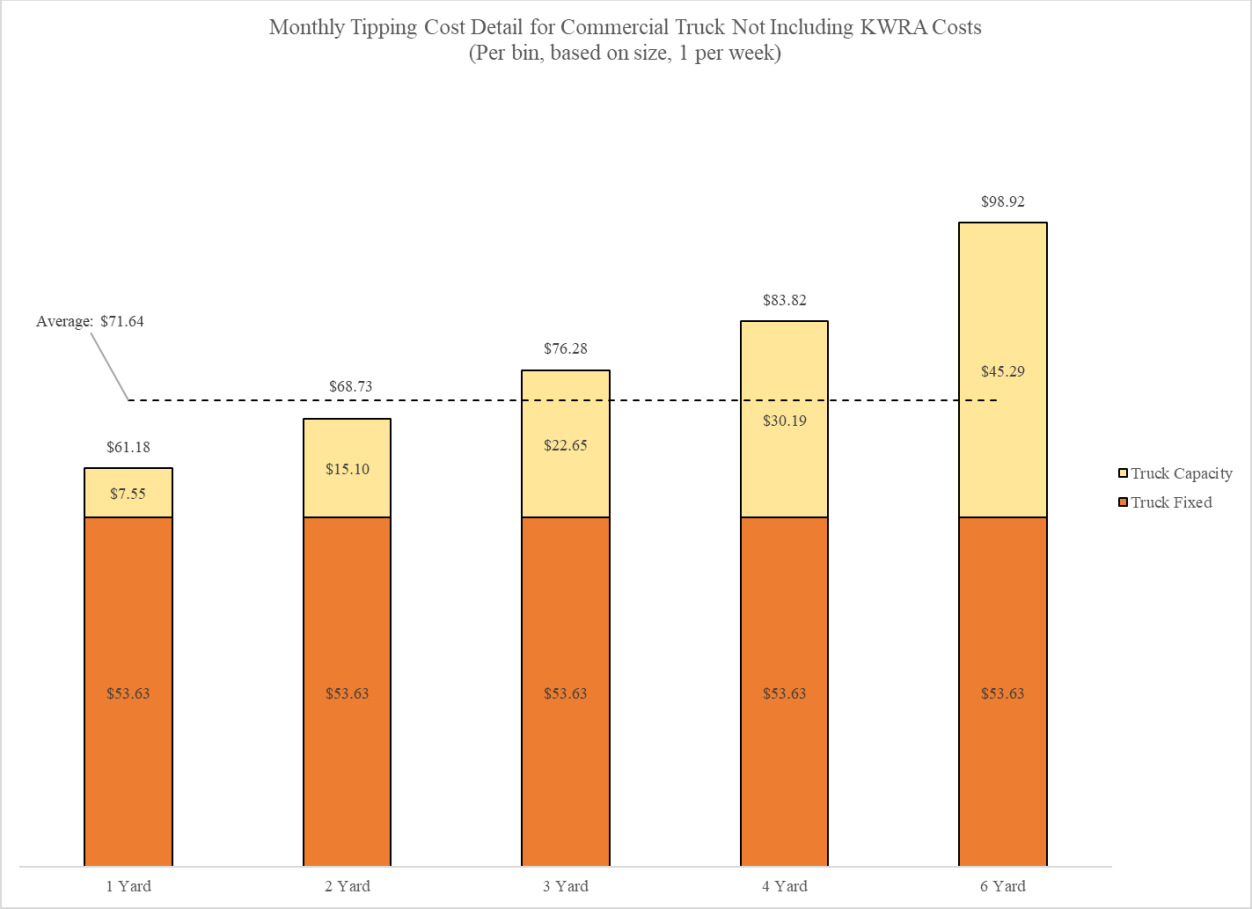

6. For commercial recycle and organics services, combined revenue is presently only ten percent of total commercial revenue. Existing rates for recycle and organics services are discounted below landfill rates, primarily because these services have been voluntary in the past, whereas moving forward they are mandatory as required by California state law[5]. Additionally, the value of recycled materials is expected to decrease based on the increasing supply and the increasing cost to process recycled materials. To incorporate these combined factors and to simplify the commercial rate structure, landfill, recycle, and organics rates are all set at the same levels for commercial customers.

7. In the existing rates, the cost structure for multiple pickups per week is linear. This means a bin picked up twice per week is two times the rate of once per week, and three times per week is three times the rate. The proposed rates discount slightly for multiple pickups to give customers the benefit of using the same bin for multiple pickups. This becomes a factor because bin rental is no longer a separate rate component. The truck component of the rate calculation is discounted ranging from two percent for pickups two times per week, to six percent for pickups six times per week. These adjustments are also used as a final step in the

[5] California Global Warming Solution Act of 2006 (Assembly Bill 32, 2006), Mandatory Commercial Recycling, (AB 341, 2012), Mandatory Commercial Organic Recycling (AB 1826, 2014), Short-Lived Climate Pollutants: Organics Waste Reductions, (Senate Bill 1383, 2020).

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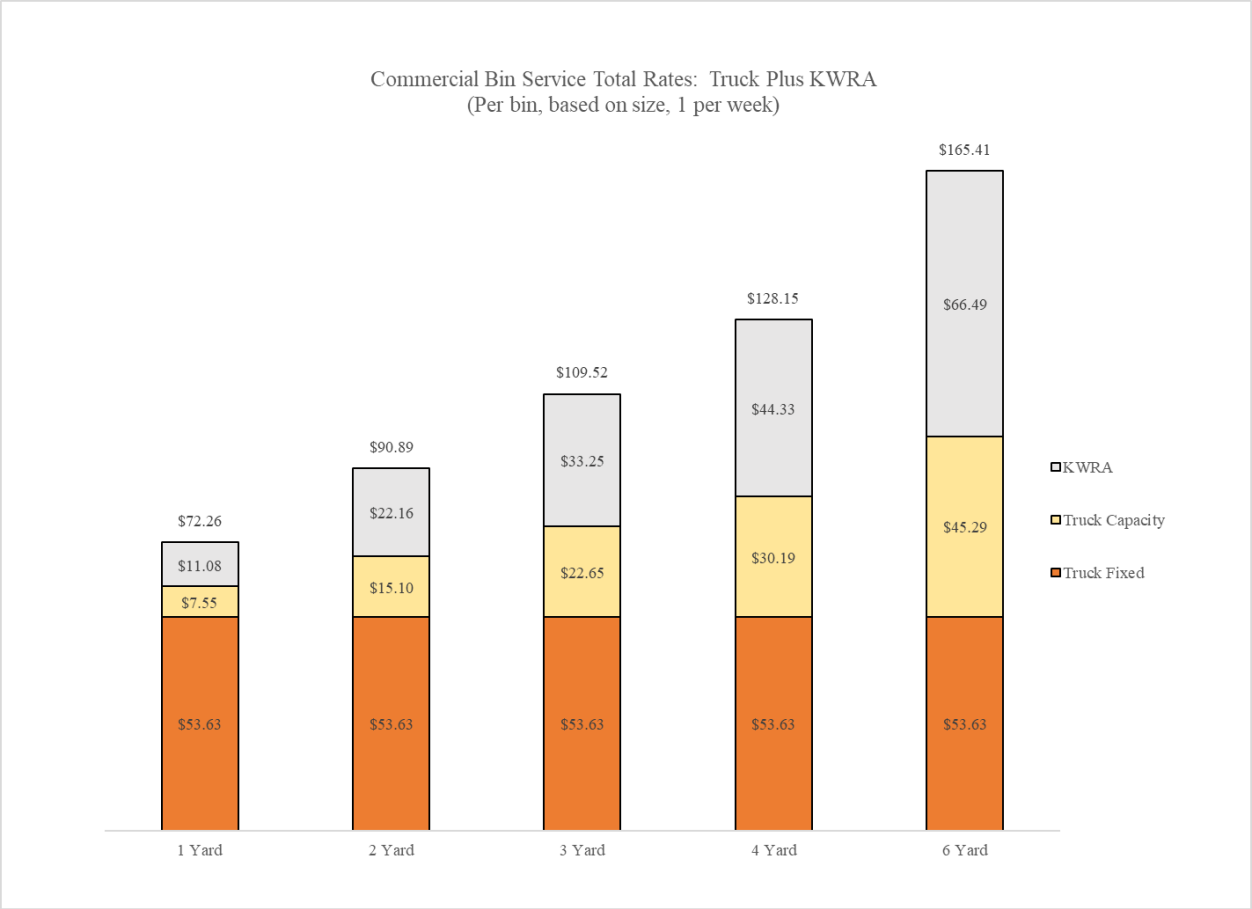
model to fine tune revenue generated from all commercial services with cost for all commercial services. The commercial costs components by bin size for KWRA and truck collection are added together to determine revised cost-of-service rates that are proportionally related to each other. (Attachment 8.)

8. The ultimate purpose of the commercial model is to yield commercial rates that are both proportional to the cost of each type of service and yield the total commercial revenue needed to cover expenses based on the commercial portion of the budget for FY23. (Attachment 8.)

The following chart shows the total cost-of-service comparison across bin sizes for once per week pickup. This chart is similar to the one above, but with KWRA costs added on top. Unlike the truck-only costs, KWRA costs are linear. The KWRA cost for a two yard bin is twice the cost for a one yard bin, and so on. This is because the KWRA cost is per ton, translated to per yard of bin volume for Hanford. This chart illustrates the proportional cost increases as bin sizes increase, and that the overall cost per yard of bin capacity decreases as bin size increases.



Based on the resulant cost-of-service rates, the rates for one- and two-yard bins are increased signifcantly more than the ten percent overall revenue increase in the first year. For example, the proposed rate for a one-yard bin picked up once per week is increased 31.4 percent from $55.00 to $72.26 per month. (See Attachment 4 for all the commerical rates.) This implies that the existing rates have been set lower than the actual cost to service for these bin sizes. The chart

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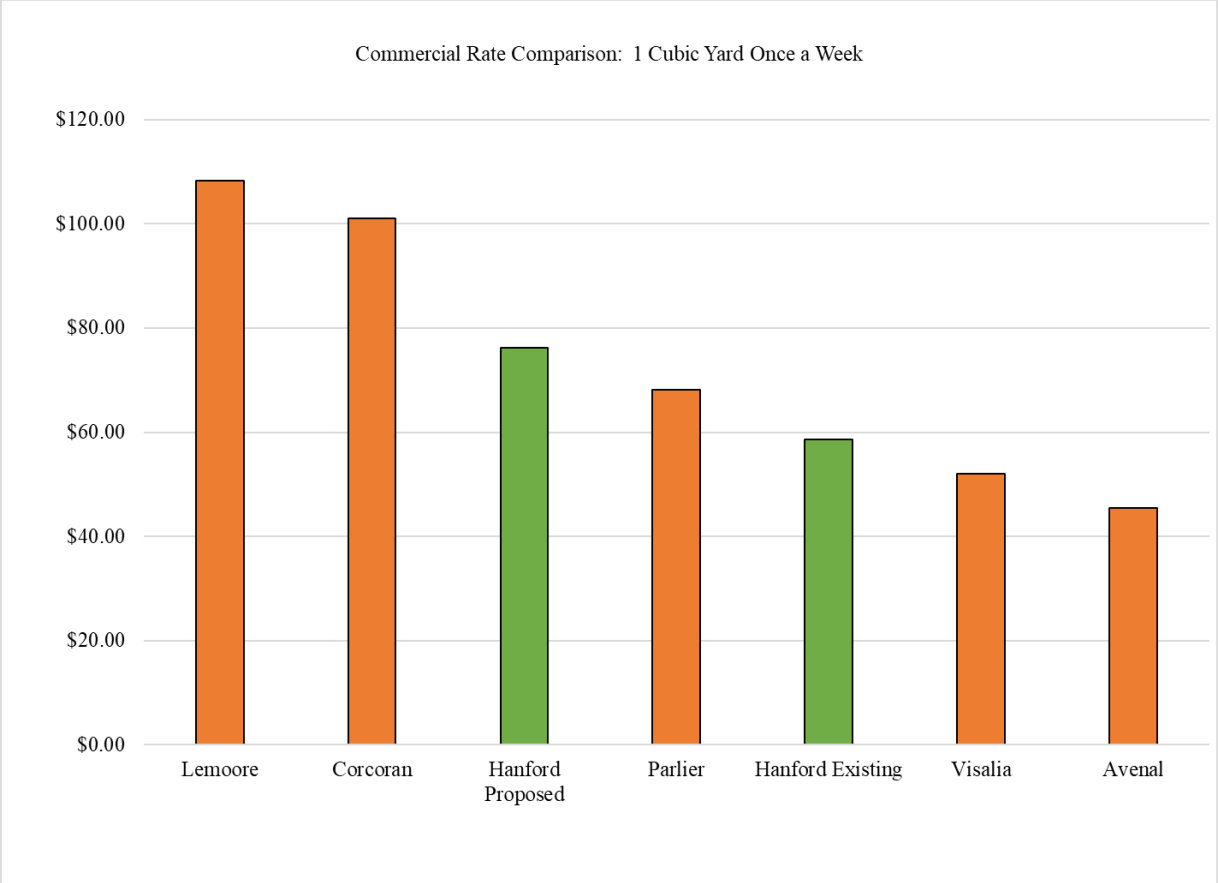
below shows a comparison to nearby jurisdictions of commercial rates for one-yard bins picked up once per week. As with 3-cart residential service, Hanford's rate for a one-yard bin is also in the middle of the cost range.



Street Sweeping

The city presently operates four street sweepers during five days per week on average. Revenues and expenses for street sweeping are included in the refuse enterprise. Expense components include maintenance, reserve, and a city services allocation, which covers personnel costs and other general expenses. (See Attachment 2), The existing revenue is approximately $700,000 per year based on each customer location being charged the current $3.55 per month. The cost model indicates the actual cost of street sweeping is higher than the $700,000, therefore, the ten percent overall revenue increase needed was equally applied to street sweeping. If it had not been applied equally, refuse rates would need to have been increased more to reach the revenue goal. For the proposed rates, the simplicity of the street sweeping fee is maintained, charging the rate based on each customer location. Accordingly, the street sweeping fee is increased ten percent in the first year to $3.91 per customer per month.

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Conclusion

The work of this rate study proposes an initial increase to Hanford's overall refuse revenue by ten percent in the first year, followed by four percent increases for the next four years. The work simplifies the existing rate structure to combine city and county rates, adjusts existing rates to more closely match cost of service, and expands the rate structure to include new services. The resultant rates are compliant with the requirements of Proposition 218 regarding cost-of-service rate setting methodology and notification for increasing rates.

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CITY OF HANFORD REFUSE ENTERPRISE FUND

For the Fiscal Years Ending June 30,

	2018 Audited	2019 Audited	2020 Audited	2021 Audited	2022 Unaudited	*Yr 1* 2023 Projected	*Yr 2* 2024 Projected	*Yr 3* 2025 Projected	*Yr 4* 2026 Projected	*Yr 5* 2027 Projected	
Operating Revenue					***Increases:***	*10.0%*	*4.0%*	*4.0%*	*4.0%*	*4.0%*	
Charges for Services (Rates)	$7,484,386	$8,090,151	$8,201,035	$8,275,972	$8,400,000	*$8,820,000*	*$9,578,800*	*$9,961,952*	*$10,360,430*	*$10,774,847*	
Annexed Customers (Rates)	-	-	-	-	-	*346,000*	*720,000*	*749,000*	*779,000*	*810,000*	
Added Recycle & Food Waste (Rates)	-	-	-	-	-	*240,000*	*499,000*	*519,000*	*540,000*	*562,000*	
Charges for Services (Late Fees)			22,312	144,964	300,000	*300,000*	*300,000*	*300,000*	*300,000*	*300,000*	
Other Revenues (Impact Fees)	178,140	239,791	161,563	131,952	-	-	-	-	-	-	
Total Operating Revenues	7,662,526	8,329,942	8,384,910	8,552,888	8,700,000	*9,706,000*	*11,097,800*	*11,529,952*	*11,979,430*	*12,446,847*	
Operation & Maintenance Expenses:	*(Excludes depreciation)*		*(excludes depreciation)*								*Inflation*
Personnel	2,588,310	2,207,712	2,527,306	2,417,098	2,417,000	*2,589,000*	*2,718,000*	*2,854,000*	*3,096,000*	*3,251,000*	*5.0%*
Other Contractual (KWRA)	2,646,090	2,709,390	2,615,406	2,658,111	2,485,000	*2,500,000*	*2,588,000*	*2,679,000*	*2,773,000*	*2,870,000*	*3.5%*
Fleet Maintenance	868,550	998,140	1,303,980	1,663,130	1,633,990	*1,666,670*	*1,725,000*	*1,785,000*	*1,847,000*	*1,912,000*	*3.5%*
City Services Allocation	808,606	695,400	731,150	825,789	871,318	*871,318*	*902,000*	*934,000*	*967,000*	*1,001,000*	*3.5%*
Fleet Reserve Contribution	535,195	684,910	891,740	-	925,270	*944,000*	*1,017,000*	*1,053,000*	*1,130,000*	*1,170,000*	*3.5%*
Carts & Bins Contribution	-	-	-	-	250,000	*300,000*	*311,000*	*322,000*	*333,000*	*345,000*	*3.5%*
Other Supplies and Services	654,666	712,269	155,531	182,600	200,000	*207,000*	*214,000*	*221,000*	*229,000*	*237,000*	*3.5%*
Incremental Cost for Annexed Customers			-	-	-	*167,000*	*346,000*	*358,000*	*371,000*	*384,000*	*3.5%*
Incremental Cost for Added Recycle and Food				-	-	*139,200*	*288,000*	*298,000*	*308,000*	*319,000*	*3.5%*
Total Operating Expenses	8,101,417	8,007,821	8,225,113	7,746,728	8,782,578	*9,384,188*	*10,109,000*	*10,504,000*	*11,054,000*	*11,489,000*	
Operating Income/(Loss)	(438,891)	322,121	159,797	806,160	(82,578)	*321,812*	*988,800*	*1,025,952*	*925,430*	*957,847*	
Non-Operating:											
Interest Income	16,643	20,843	13,901	8,849	10,000	*10,000*	*10,000*	*10,000*	*10,000*	*10,000*	
Other / "Intergovernmental" (Grants)	(3,596)	9,654	15,818	14,868	14,868	-	-	-	-	-	
Total Non-Operating	13,047	30,497	29,719	23,717	24,868	*10,000*	*10,000*	*10,000*	*10,000*	*10,000*	
Operating Gain (Loss)	(425,844)	352,618	189,516	829,877	(57,710)	331,812	998,800	1,035,952	935,430	967,847	
Refuse Fund Cash Balance											
From Fleet Reserve (FY20 & 21 only)	10,065	427,997	359,712	1,563,194	-	-	-	-	-	-	
Capital Expenditures	(470,690)	(688,012)	(1,017,721)	(1,775,645)	-	*(741,000)*	*(670,000)*	-	*(450,000)*	-	
True up to audited cash flow	38,504	(164,008)	(253,199)	(216,736)	(84,000)	*(88,200)*	*(95,788)*	*(99,620)*	*(103,604)*	*(107,748)*	
Net Increase (Decrease) in Cash	(847,965)	(71,405)	(721,692)	400,690	(141,710)	*(497,388)*	*233,012*	*936,332*	*381,826*	*860,099*	
Refuse Fund Cash, End of Year	1,190,051	1,118,646	396,954	797,644	655,934	*158,546*	*391,558*	*1,327,890*	*1,709,716*	*2,569,815*	

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FY23 Refuse Enterprise Cost Allocation to Residential and Commercial

Expenses	FY23	Res	Com	Res	Com	Comments	Crosscheck s/b $0	
Salaries - Non Driver	$912,000	From Employee Sheet		$313,500	$598,500	From Employee sheet	$912,000	$0
Salaries - Driver	$1,677,000			$1,118,000	$559,000	From Employee sheet	$1,677,000	$0
Cont Svcs Landfill		From KWRA Sheet		$1,040,000	$870,000	From KWRA sheet	$1,910,000	
Cont Svcs Recycle				$190,000	$30,000	From KWRA sheet	$220,000	
Cont Svcs Organics	$2,500,000			$350,000	$10,000	From KWRA sheet	$360,000	$0
Cont Svcs Food				$0	$4,000	From KWRA sheet	$4,000	
Cont Svcs Other		50%	50%	$3,000	$3,000	50/50	$6,000	
Other Supplies and Services	$207,000	50%	50%	$103,500	$103,500	50/50	$207,000	$0
City Services Allocation (Gen Govt)	$871,318	50%	50%	$435,659	$435,659	50/50	$871,318	$0
Fleet Services - Reserve Fund	$944,000	From Trucks Sheet		$555,294	$388,706	From Trucks sheet	$944,000	$0
Fleet Services - Maintenance	$1,666,670			$961,540	$705,130	From Trucks sheet	$1,666,670	$0
Cart and Bin Replacement	$300,000	50%	50%	$150,000	$150,000	Estimate	$300,000	$0
To Balance with Chg for Svcs	-$600,288	65%	35%	-$390,187	-$210,101	Balance Increases	-$600,288	$0
Refuse Totals	$8,477,700			$4,830,306	$3,647,394		$8,477,700	$0

Street Sweeping Costs (Increased same as first year overall)			Commercial For Modeling	
Sweeping: City Services Allocation	$275,418	KWRA:	$917,000	25.14%
Sweeping: Fleet Maintenance	$306,922	All Other:	$2,730,394	74.86%
Sweeping: Fleet Reserve	$165,660		$3,647,394	100.00%
Sweeping: Misc	$14,300	s/b $0:	$0	
Sweeping Total	**$762,300**			

Total Charges for Services	**$9,240,000**	FY23 Tot Chgs for Svcs:	$8,820,000
		6 months FY23 not collected:	$420,000
			$9,240,000

Crosschecks:		Reconcile Chg Svcs to Op Expense		
		Chg Svcs	$9,240,000	$9,240,000
FY23 Tot Exp from Rev / Exp Sheet:	$9,384,188	Late Fees	300,000	
Deviation:	**-$144,188**	Annex	346,000	
		Rcy/Fd	240,000	
		Lost Income	-$420,000	
FY23 Pers. Target from Rev/Exp:	$2,589,000	Less Gain	(321,812)	**$144,188**
Pers. From above:	$2,589,000	Expenses	$9,384,188	$9,384,188
Deviation:	$0			

Existing vs Proposed (for bar chart)

	Existing	Proposed FY23		Change	
Residential	$4,402,000	$4,830,306	52%	$428,306	9.7%
Commercial	$3,335,000	$3,647,394	39%	$312,394	9.4%
Street Sweeping	$693,000	$762,300	8%	$69,300	10.0%
Total	$8,430,000	$9,240,000	100%	$810,000	9.6%
		$9,240,000		s/b $0	
		(Annualized)			

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ATTACHMENT 2

11.A.b

Attachment: Refuse Study Final (PW: Refuse Rate Public Hearing)

Residential Rate Calculation Breakdowns, and Various Residential Calculations

Expenses	FY23	For Chart		Annexation Costs	
Salaries - Non Driver	$313,500			$0	
Salaries - Driver	$1,118,000	$1,431,500		$0	
Cont Svcs Landfill	$1,040,000			$1,040,000	
Cont Svcs Recycle	$190,000			$190,000	
Cont Svcs Organics	$350,000			$350,000	
Cont Svcs Food	$0			$0	
Cont Svcs Other	$3,000	$1,583,000		$3,000	
Other Supplies and Services	$103,500	$103,500		$103,500	
City Services Allocation	$435,659	$435,659		$0	
Fleet Services - Reserve Fund	$555,294			$0	
Fleet Services - Maintenance	$961,540			$961,540	
Cart and Bin Replacement	$150,000			$150,000	
To Balance with Chg for Svcs	-$390,187	$1,276,647			
Total Operating Expenses	$4,830,306	$4,830,306	per year	$2,798,040	58%
Crosscheck from Allocation:	$4,830,306	$4,830,306		16,711	cust ct
s/b $0:	$0	$0		$167.44	
				12	mo/yr
Total Cart Tips per Month	17,164	Land Fill /wk		**$13.95**	Cost/mo
	16,711	Recycle /wk			
	16,711	Organics /wk		Cost/Yr Rounded	
	50,586	Tips /wk		$167.44	
	4.3452	wks/mo		1,000	customers
	219,808	tips /mo		$167,000	

Residential Tip Cost (Less KWRA)		
Total Res Cost	$4,830,306	
Less KWRA total	-$1,583,000	
Remaining costs	$3,247,306	
Months per year	12	
Tips per month	219,808	
Cost per tip*	**$1.23**	without KWRA Cost
Weeks per month	4.3452	
Cost per month for tips only	**$5.35**	without KWRA Cost

Commercial cost per tip:	$16.49
Com/Res Ratio	13

For Chart based on Current Res Rate

	Existing Rate:	**$21.65**
Salaries	30%	$6.42
City Services Allocation	9%	$1.95
KWRA	33%	$7.10
Fleet Svcs & Reserve	26%	$5.72
Supplies and Svcs	2%	$0.46
Street Sweeping		$3.55
	100%	**$25.20**

Land Fill + Organics Container Count		
LF + Organics	16,711	16,711
Extra LF	453	
	17,164	16,711
Crosscheck from Billing:	17,164	16,711
s/b 0:	0	0

Typical Residential Three-Cart Service: Monthly Cost of Service

	Truck	KWRA	Totals
Land Fill	$5.35	$5.05	$10.40
Recycle	$5.35	$0.95	$6.30
GW	$5.35	$1.76	$7.11
Total			$23.81
		Current Rate:	$21.65
		Increase:	$2.16
			10.0%

Residential Three-Cart with a 60 LF		COS	Present	Increase
Standard Three-cart service		$23.81	$21.65	
Three cart w/60	-38%	-$1.89	-$4.65	$2.76
		$21.91	$17.00	$4.91

Additional 90

COS	Present COS (reduction)	
$10.40	$14.60	-$4.20

ATTACHMENT 3
11.A.b
Packet Pg. 77
Attachment: Refuse Study Final (PW: Refuse Rate Public Hearing)

ATTACHMENT 4

City of Hanford Existing and Proposed Monthly Refuse Rates[1]							
Description	Existing Rates Effective 7/1/18	Proposed Rates					
		11/1/2022		7/1/2023	7/1/2024	7/1/2025	7/1/2026
		Change	New Rate	4%	4%	4%	4%
Residential Rates[2]		*(Rates do not include Street Sweeping fee)*					
3-CART SERVICE	$21.65	10.0%	$23.82	$24.77	$25.76	$26.79	$27.86
3-CART SERVICE w/64[3]	$17.00	28.9%	$21.91	$22.79	$23.70	$24.65	$25.64
EXTRA 96GAL (FOR EACH LF, ORG, OR RCL)	$14.60	-24.7%	$11.00	$11.44	$11.90	$12.38	$12.88
WALK-IN 3-CART SERVICE	$36.75	10.0%	$40.43	$42.05	$43.73	$45.48	$47.30
WALK-IN 3-CART W/64[3]	$31.50	16.6%	$36.73	$38.20	$39.73	$41.32	$42.97
96GAL ADDITIONAL LIVING UNIT	$21.65	10.0%	$23.82	$24.77	$25.76	$26.79	$27.86
STREET SWEEPING FEE[4]	$3.55	10.0%	$3.91	$4.07	$4.23	$4.40	$4.58
Commercial Rates For All Services[5]		*(Rates do not include Street Sweeping fee)*					
32GAL 1 X WK (OR OTHER REDUCED SVC,)	$26.80	61.9%	$43.39	$45.13	$46.94	$48.82	$50.77
96GAL 1 X WK	$49.25	-11.9%	$43.39	$45.13	$46.94	$48.82	$50.77
96GAL 2 X WK	New	New	$86.78	$90.25	$93.86	$97.61	$101.51
96GAL 3 X WK	New	New	$130.17	$135.38	$140.80	$146.43	$152.29
96GAL 4 X WK	New	New	$173.56	$180.50	$187.72	$195.23	$203.04
96GAL 5 X WK	New	New	$216.95	$225.63	$234.66	$244.05	$253.81
96GAL 6 X WK	New	New	$260.34	$270.75	$281.58	$292.84	$304.55
EXTRA 96GAL LAND FILL 1 X WK	$40.45	-28.6%	$28.87	$30.02	$31.22	$32.47	$33.77
1YD 1 X WK	$55.00	31.4%	$72.26	$75.15	$78.16	$81.29	$84.54
1YD 2 X WK	$95.60	48.6%	$142.07	$147.76	$153.67	$159.82	$166.21
1YD 3 X WK	$136.20	55.1%	$211.27	$219.73	$228.52	$237.66	$247.17
1YD 4 X WK	$176.80	57.9%	$279.25	$290.42	$302.04	$314.12	$326.68
1YD 5 X WK	$217.40	59.2%	$346.01	$359.85	$374.24	$389.21	$404.78
1YD 6 X WK	$258.00	59.5%	$411.54	$428.00	$445.12	$462.92	$481.44
2YD 1 X WK	$87.70	3.6%	$90.89	$94.53	$98.31	$102.24	$106.33
2YD 2 X WK	$155.30	15.3%	$179.03	$186.19	$193.64	$201.39	$209.45
2YD 3 X WK	$222.90	19.6%	$266.49	$277.15	$288.24	$299.77	$311.76
2YD 4 X WK	$290.50	21.4%	$352.57	$366.67	$381.34	$396.59	$412.45
2YD 5 X WK	$358.10	22.1%	$437.27	$454.76	$472.95	$491.87	$511.54
2YD 6 X WK	$425.70	22.3%	$520.60	$541.43	$563.09	$585.61	$609.03
3YD 1 X WK	$117.40	-6.7%	$109.52	$113.90	$118.46	$123.20	$128.13
3YD 2 X WK	$211.90	1.9%	$215.99	$224.63	$233.62	$242.96	$252.68
3YD 3 X WK	$306.40	5.0%	$321.70	$334.57	$347.95	$361.87	$376.34
3YD 4 X WK	$400.90	6.2%	$425.88	$442.92	$460.64	$479.07	$498.23
3YD 5 X WK	$495.40	6.7%	$528.54	$549.68	$571.67	$594.54	$618.32
3YD 6 X WK	$589.90	6.7%	$629.67	$654.86	$681.05	$708.29	$736.62
4YD 1 X WK	New	New	$128.15	$133.28	$138.61	$144.15	$149.92
4YD 2 X WK	New	New	$252.95	$263.07	$273.59	$284.53	$295.91
4YD 3 X WK	New	New	$376.91	$391.99	$407.67	$423.98	$440.94
4YD 4 X WK	New	New	$499.20	$519.17	$539.94	$561.54	$584.00
4YD 5 X WK	New	New	$619.81	$644.60	$670.38	$697.20	$725.09
4YD 6 X WK	New	New	$738.74	$768.29	$799.02	$830.98	$864.22
6YD 1 X WK	New	New	$165.41	$172.03	$178.91	$186.07	$193.51
6YD 2 X WK	New	New	$326.87	$339.95	$353.55	$367.69	$382.40
6YD 3 X WK	New	New	$487.34	$506.83	$527.10	$548.18	$570.11
6YD 4 X WK	New	New	$645.83	$671.66	$698.53	$726.47	$755.53
6YD 5 X WK	New	New	$802.34	$834.44	$867.82	$902.53	$938.63
6YD 6 X WK	New	New	$956.87	$995.15	$1,034.96	$1,076.36	$1,119.41
STREET SWEEPING FEE[4]	$3.55	10.0%	$3.91	$4.07	$4.23	$4.40	$4.58

Notes

1. Proposed rates apply equally to customers within the city limits and to customers in unincorporated areas.
2. Previous rates "Per Dwelling Unit" for multi-family superseded by commercial rates based on the actual bins provided.
3. 64 gallon service is no longer offered to new customers and is being replaced by 96 gallon service.
4. The Street Sweeping Fee is applicable to all customer service locations.
5. Proposed rates include former bin rental fees, and existing rates incorporate rental fees for comparison purposes.

Attachment: Refuse Study Final (PW: Refuse Rate Public Hearing)

ATTACHMENT 5

City of Hanford Commercial Rate Modeling: Present Rates and Revenue

COMMERCIAL (EXCEPT MULTI-FAMLY)

Times per Week:	1X	2X	3X	4X	5X	6X	Totals	
DUMPSTER COUNT:								
1 yard	175	68	7	1	2	4	257	
2 yard	78	93	40	11	24	10	256	
3 yard	62	80	73	28	19	54	316	
							829	Dumpsters
PICKUP (TIP) COUNT PER WEEK:								
1 yard	175	136	21	4	10	24	370	
2 yard	78	186	120	44	120	60	608	
3 yard	62	160	219	112	95	324	972	
							1,950	Tips per Week
PRESENT RATES:								
1 yard	$55.11	$96.08	$137.97	$176.80	$193.20	$258.00		Effective average rate
2 yard	$87.60	$155.73	$225.10	$290.46	$358.10	$425.70		Effective average rate
3 yard	$117.90	$212.76	$302.91	$400.90	$507.01	$589.90		Effective average rate
PRESENT MONTHLY REVENUE (Rate x Dumspter Count):								
1 yard	$9,644	$6,533	$966	$177	$386	$1,032	$18,738	
2 yard	$6,833	$14,483	$9,004	$3,195	$8,594	$4,257	$46,367	
3 yard	$7,310	$17,021	$22,113	$11,225	$9,633	$31,855	$99,156	
							$164,261	

Rates (without container rental)

1	2	3	4	5	6
$40.60	$81.20	$121.80	$162.40	$203.00	$243.60
$67.60	$135.20	$202.80	$270.40	$338.00	$405.60
$94.50	$189.00	$283.50	$378.00	$472.50	$567.00
	Effective Multiplier for Additional Pickups Per Week				
	2.00	*3.00*	*4.00*	*5.00*	*6.00*
	2.00	*3.00*	*4.00*	*5.00*	*6.00*
	2.00	*3.00*	*4.00*	*5.00*	*6.00*

MULTI-FAMILY DETAIL

Times per Week:	1X	2X	3X	4X	5X	6X	Totals	
DUMPSTER COUNT:								
1 yard	5	92	0				97	
2 yard	5	164	36				205	
3 yard	5	129	20				154	
							456	Dumpsters
PICKUP (TIP) COUNT PER WEEK:								
1 yard	5	184	0				189	
2 yard	5	328	108				441	
3 yard	5	258	60				323	
							953	Tips per Week
PRESENT COMMERCIAL RATES:								
1 yard	$55.11	$96.08	$137.97	$176.80	$193.20	$258.00		
2 yard	$87.60	$155.73	$225.10	$290.46	$358.10	$425.70		
3 yard	$117.90	$212.76	$302.91	$400.90	$507.01	$589.90		

REVENUE IF BASED ON COMMERCIAL RATES (Rate x Dumspter Count):							Total Com. Rates	Existing Revenue	Over (Under)
1 yard	$276	$8,839	$0	$0	$0	$0	$9,115		
2 yard	$438	$25,540	$8,104	$0	$0	$0	$34,082		
3 yard	$590	$27,446	$6,058	$0	$0	$0	$34,094		
							$77,291	$84,000	$6,709
									9%

Existing rate/dwelling unit collected also needs to cover recycle collection

COMBINED DUMPSTER COUNT

Times per Week:	1X	2X	3X	4X	5X	6X	Totals	
1 yard	180	160	7	1	2	4	354	
2 yard	83	257	76	11	24	10	461	
3 yard	67	209	93	28	19	54	470	
							1,285	Dumpsters

COMBINED PICKUPS (TIPS) PER WEEK

	1X	2X	3X	4X	5X	6X	LF Total Tips	Rcyl+Food	Total
1 yard	180	320	21	4	10	24	559	0	559
2 yard	83	514	228	44	120	60	1,049	26	1,075
3 yard	67	418	279	112	95	324	1,295	166	1,461
6 yard							0	81	81
							2,903	273	3,176

Total Bin Count	
1 yard	354
2 yard	477
3 yard	582
6 yard	39
	1,452

RECYCLE AND COMMERCIAL FOOD BIN COUNT

Times per Week:	1X	2X	3X	Total Bins	Total Tips	
R 3 yard	69	32	11	112	166	
R 6 yard	9	18	12	39	81	
F 2 yard	6	10	0	16	26	
				167	273	Tips

RECYCLE AND COMMERCIAL FOOD REVENUE

Times per Week:	1X	2X	3X	Totals	
BIN COUNT:					
R 3 yard	69	32	11	112	
R 6 yard	9	18	12	39	
F 2 yard	6	10	0	16	
PICKUP (TIP) COUNT PER WEEK:				167	
R 3 yard	69	64	33	166	
R 6 yard	9	36	36	81	
F 2 yard	6	20	0	26	
				273	Tips per Week
PRESENT RATES:					
R 3 yard	$93.57	$163.15	$234.90		Effective average rate
R 6 yard	$159.70	$291.30	$422.90		Effective average rate
F 2 yard	$87.70	$155.30	$222.90		Effective average rate
PRESENT MONTHLY REVENUE (Rate x Dumspter Count):					
R 3 yard	$6,456	$5,221	$2,584	$14,261	
R 6 yard	$1,437	$5,243	$5,075	$11,756	
F 2 yard	$526	$1,553	$0	$2,079	
				$28,096	

Crosscheck to Existing Commercial Revenue

	Model	Billing	Difference	
Commercial except MF	$164,261	$164,309		
Commercial MF	$77,291	$84,411		
Commercial MF adjust	$6,709	-		
Recycle and Food	$28,096	$29,147		10%
Model Total	$276,357	$277,867	-$1,510	
Billing Total			-0.54%	
	12			
Per Year	$3,316,280			

Attachment: Refuse Study Final (PW: Refuse Rate Public Hearing)

City of Hanford Commercial Rate Modeling: Proposed Rates and Revenu

COMMERCIAL AND MULTI-FAMILY DUMPSTERS																
Count:	**1**	**2**	**3**	**4**	**5**	**6**	**Totals**									
1 yard	180	160	7	1	2	4	354									
2 yard	83	257	76	11	24	10	461									
3 yard	67	209	93	28	19	54	470	1,285								
										Bin Volume per Year				**KWRA Cost per Yd Volume per Month**		
Tips:									yds/wk	yds/mo	wks/yr	yds/yr		$870,000	KWRA LF/Yr	
1	180	320	21	4	10	24	559		559	2,429	52.1429	29,148		341,119	yd - volume / yr	
2	83	514	228	44	120	60	1,049		2,098	9,116	52.1429	109,396		$2.55	$ / yd LF bin capacity	
3	67	418	279	112	95	324	1,295	2,903	3,885	16,881	52.1429	202,575		4.3452	wks/mo	
												341,119		**$11.08**	$ / yd volume / mo	
COMMERCIAL RECYCLE AND ORGANICS																
Count:	**1**	**2**	**3**	**4**	**5**	**6**										
F 2 yard	6	10	0				16									
R 3 yard	69	32	11				112									
R 6 yard	9	18	12				39	167		**Bin Volume per Year**						
Tips:									yds/wk	wks/yr	yds/yr					
2	6	20	0				26		52	52.1429	2,711	2,711	Organic			
3	69	64	33				166		498	52.1429	25,967					
6	9	36	36				81	273	486	52.1429	25,341	51,309	Recycle			
											54,020	**54,020**				
COMBINED TOTAL TIPS									wks/mo	tips/mo						
1	180	320	21	4	10	24	559		4.3452	2,429		**Calcuation of Commercial Average Cost per Tip**				
2	89	534	228	44	120	60	1,075		4.3452	4,671		$3,647,394	Total commercial revenue requirement			
3	136	482	312	112	95	324	1,461		4.3452	6,348		-$917,000	Less KWRA total			
6	9	36	36				81		4.3452	352		$2,730,394	$ / per year			
								3,176		13,800		$227,533	$ / mo			
												13,800	tips / mo			
												$16.4873	**$ / Tip**			
												4.3452				
												$71.64	$ / Mo / 1 x per week			

ATTACHMENT 6
11.A.b
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Attachment: Refuse Study Final (PW: Refuse Rate Public Hearing)

ATTACHMENT 7

Calculation of Truck Cost per Tip and per Month Based on Dumpster Size

Calculation of Total Annual Yard Capacity

Size	LF yds/yr	R&F yds/yr	Tot yds	% Volume
1	29,148	0	29,148	7%
2	109,396	2,711	112,107	28%
3	202,575	25,967	228,542	58%
6	0	25,341	25,341	6%
			395,139	100%

Tips per month by size

Yd Size	Tips/mo	Cost
1 Yard	2,429	$29,979
2 Yard	4,671	$57,652
3 Yard	6,348	$78,353
4 Yard		
6 Yard	352	$4,344
	13,800	$170,328
Totals		

Fixed Costs — 74.86%

per Tip
$12.34
$12.34
$12.34
$12.34

Variable Costs — 25.14%

% Volume	Cost
7%	$4,220
28%	$16,230
58%	$33,086
6%	$3,669
100%	$57,205
Target:	$57,205

Adjusted Totals per Tip and Per Month — 100.00%

Total $	per Tip	Tot / Tip	wk/mo	per Mo
$34,199	$1.74	$14.08	4.3452	**$61.18**
$73,882	$3.47	$15.82	4.3452	**$68.73**
$111,439	$5.21	$17.55	4.3452	**$76.28**
				$83.82
$8,013	$10.42	$22.77	4.3452	**$98.92**
$227,533				

For Stacked Bar Chart

	Fixed	Var	Avg	
1	$53.63	$7.55	$71.64	
2	$53.63	$15.10	$71.64	
3	$53.63	$22.65	$71.64	
4	*$53.63*	*$30.19*	*$71.64*	*Extrapolated*
6	$53.63	$45.29	$71.64	

Attachment: Refuse Study Final (PW: Refuse Rate Public Hearing)

ATTACHMENT 8

Determination of Commercial Bin Rates, by Cost Component									
Projected KWRA Land Fill Rate and Revenue Component									
Bin Size	*Frequency per Week*								
KWRA Rates	**1**	**2**	**3**	**4**	**5**	**6**			
1	$11.08	$22.16	$33.25	$44.33	$55.41	$66.49			
2	$22.16	$44.33	$66.49	$88.66	$110.82	$132.99			
3	$33.25	$66.49	$99.74	$132.99	$166.23	$199.48			
4	$44.33	$88.66	$132.99	$177.31	$221.64	$265.97			
6	$66.49	$132.99	$199.48	$265.97	$332.46	$398.96			
Revenue									
1	$1,995	$3,546	$233	$44	$111	$266	$6,195		
2	$1,840	$11,392	$5,053	$975	$2,660	$1,330	$23,250		
3	$2,228	$13,897	$9,276	$3,724	$3,158	$10,772	$43,054		
4	*No present revenue from this rate*						$0		
6	*No present revenue from this rate*						$0	$72,499	$869,992
Projected Truck Component									
Truck Rates	**1**	**2**	**3**	**4**	**5**	**6**			
Frequency Adjustment		*-2%*	*-3%*	*-4%*	*-5%*	*-6%*			
1	$61.18	$119.91	$178.03	$234.92	$290.60	$345.04			
2	$68.73	$134.70	$199.99	$263.91	$326.45	$387.62			
3	$76.28	$149.50	$221.96	$292.90	$362.31	$430.19			
4	$83.82	$164.30	$243.93	$321.88	$398.16	$472.77			
6	$98.92	$193.89	$287.86	$379.86	$469.88	$557.92			
Truck LF Revenue									
1	$11,012	$19,185	$1,246	$235	$581	$1,380	$33,640		
2	$5,704	$34,619	$15,200	$2,903	$7,835	$3,876	$70,137		
3	$5,110	$31,245	$20,642	$8,201	$6,884	$23,230	$95,314	$199,091	
Truck R&F Revenue									
F 2 yard	$412	$1,347	$0				$1,759		
R 3 yard	$5,263	$4,784	$2,442				$12,489		
R 6 yard	$890	$3,490	$3,454				$7,835	$22,083	
							$221,173	$221,173	$2,654,080
Rates for Land Fill									
	1	**2**	**3**	**4**	**5**	**6**			
1	$72.26	$142.07	$211.27	$279.25	$346.01	$411.54			
2	$90.89	$179.03	$266.49	$352.57	$437.27	$520.60			
3	$109.52	$215.99	$321.70	$425.88	$528.54	$629.67			
4	$128.15	$252.95	$376.91	$499.20	$619.81	$738.74			
6	$165.41	$326.87	$487.34	$645.83	$802.34	$956.87			
Resultant Revenue									
1 yard	$13,007	$22,732	$1,479	$279	$692	$1,646	$39,835		
2 yard	$7,544	$46,011	$20,253	$3,878	$10,495	$5,206	$93,387		
3 yard	$7,338	$45,142	$29,918	$11,925	$10,042	$34,002	$138,368		
							$271,590		
RECYCLE AND COMMERCIAL FOOD REVENUE									
Truck Rate	**1**	**2**	**3**	**4**	**5**	**6**			
F 96 Cart	*See Total Rate Below*								
F 1 yard	$61.18	$119.91	$178.03	$234.92	$290.60	$345.04			
F 2 yard	$68.73	$134.70	$199.99	$263.91	$326.45	$387.62			
R 3 yard	$76.28	$149.50	$221.96	$292.90	$362.31	$430.19			
R 6 yard	$98.92	$193.89	$287.86	$379.86	$469.88	$557.92			
KWRA Rate									
F 96 Cart	*See Total Rate Below*								
F 1 yard	$11.08	$22.16	$33.25	$44.33	$55.41	$66.49			
F 2 yard	$22.16	$44.33	$66.49	$88.66	$110.82	$132.99			
R 3 yard	$33.25	$66.49	$99.74	$132.99	$166.23	$199.48			
R 6 yard	$66.49	$132.99	$199.48	$265.97	$332.46	$398.96			
Total Rate									
F 96 Cart	**$43.36**	**$86.71**	**$130.07**	**$173.42**	**$216.78**	**$260.14**			
F 1 yard	**$72.26**	**$142.07**	**$211.27**	**$279.25**	**$346.01**	**$411.54**			
F 2 yard	**$90.89**	**$179.03**	**$266.49**	**$352.57**	**$437.27**	**$520.60**			
R 3 yard	**$109.52**	**$215.99**	**$321.70**	**$425.88**	**$528.54**	**$629.67**			
R 6 yard	**$165.41**	**$326.87**	**$487.34**	**$645.83**	**$802.34**	**$956.87**			
Revenue									
F 96 Cart	*No present revenue from this rate*						$0		
F 1 yard	*No present revenue from this rate*						$0		
F 2 yard	$545	$1,790	$0	$0	$0	$0	$2,336		
R 3 yard	$7,557	$6,912	$3,539	$0	$0	$0	$18,007		
R 6 yard	$1,489	$5,884	$5,848	$0	$0	$0	$13,221		
							$33,564	**$402,764**	11%
Combined Totals							**$305,154**	**$3,661,845**	
	Recycle	100%	of LF					$3,647,394	Model Target
	Food	100%	of LF					$14,452	Error
								0.40%	

Attachment: Refuse Study Final (PW: Refuse Rate Public Hearing)

CITY OF HANFORD
Department of Public Works
Focused On Our Community 24/7
900 South 10th Avenue • HANFORD, CA 93230-5234 • (559) 585-2550

NOTICE OF PUBLIC HEARING:
PROPOSED REFUSE RATE INCREASES

A Public Hearing for the proposed refuse rate increases will be held as follows.

Date: **October 18, 2022**
Time: **7:00 p.m.**
Place: **City of Hanford Council Chambers, 400 N. Douty Street, Hanford, CA 93230**

This notice has been sent to all property owners and customers who are tenants of leased property (tenant customer) that are directly responsible for payment of refuse services. If adopted, the proposed refuse rate increases will average ten percent across all refuse services effective November 1, 2022, then increasing four percent per year July 1, 2023, through July 1, 2026.

If you would like to receive this notice in Spanish, please contact the City of Hanford at (559) 585-2550. Si le gustaria recibir este documento en Espanol, por favor llame a the City of Hanford (559) 585-2550.

August 22, 2022

Dear Property Owner or Tenant Customer:

This notice is to inform you that the Hanford City Council will hold a public hearing regarding proposed refuse service rate increases for City of Hanford customers. The proposed refuse rate increases will be considered by the Hanford City Council at the date, time and location specified above. Consistent with the requirements of Proposition 218, this notice also provides you with the amount and reasons for the proposed refuse rate increases; and the basis on which the proposed refuse rate increases were calculated.

AMOUNT OF PROPOSED RATE MODIFCATIONS FOR YOU

The amounts of refuse rates (existing and proposed) are included with this notice. For a typical residential customer with three-cart service, the initial monthly cost will increase from $25.20 to $27.73 (including street sweeping fees) beginning November 1, 2022, then increase four percent per year July 1, 2023, through July 1, 2026. For commercial customers, rate increases vary depending on the bin size and frequency of service. Rate changes vary because of cost-of-service adjustments to each service. See the attached rate schedule.

REASON FOR THE PROPOSED REFUSE RATE INCREASES

The proposed modification of Hanford's refuse rates is to cover increasing costs of operation, including added services to comply with the requirements of Senate Bill 1383 mandating the reduction of greenhouse gas emissions. A Financial Analysis and Rate Study supporting the new rates, dated August 15, 2022, has been completed by IGService. The Rate Study can be found on the City's web site or obtained through the City Clerk. (See Additional Information, below). Rates are set to reflect the cost of each service and to

Attachment: Prop 218 Notice Final (PW: Refuse Rate Public Hearing)

establish new services. Overall revenue from the proposed rates is not more than the funds required for the City to provide adequate refuse service to you and other City customers.

WRITTEN PROTEST

You may submit a written protest against the proposed refuse rate increases to the City Clerk before the close of the Public Hearing. A written protest must include the street address of the property for which the protest is filed. For example, a homeowner would identify the address of his/her residence if he/she files a protest. If the person signing the protest is not shown on the last equalized assessment roll of Kings County as an owner of the property, the protest must contain or be accompanied by written evidence that such person is an owner of the property (e.g., copy of Deed) or tenant responsible for payment (e.g., copy of lease). Protest letters must include an original signature of the owner or tenant customer. The proposed rate increases will not be adopted if written protests are received from a majority of affected properties. Written protests regarding the proposed refuse rate increases may be mailed or personally delivered to:

Attn: City Clerk
City of Hanford
319 North Douty Street
Hanford, CA 93230

PRESERVING THE RIGHT TO CHALLENGE

Any person who wants to preserve the opportunity to file a lawsuit challenging the proposed refuse rate increases, if imposed, or other matters associated with this notice, must file a written protest to the City Clerk stating the specific grounds of the protest. Any grounds not stated in a written protest filed with the City Clerk before the close of the protest hearing on October 18, 2022, will be deemed waived and may not be raised in any subsequent lawsuit. Pursuant to Government Code Section 53759, if the City approves the refuse rate increases at the hearing, legal challenges to the increase must occur within one hundred twenty (120) days of the hearing date; challenges that happen after the one hundred twenty (120) day period will not be allowed by the court.

ADDITIONAL INFORMATION

For additional information and answers to questions about the proposed refuse rate proceeding, contact Natalie Corral, City Clerk, ncorral@cityofhanford.com, 559-585-2515. You may also contact Public Works with questions about refuse services at 559-585-2550.

Attachment: Prop 218 Notice Final (PW: Refuse Rate Public Hearing)

City of Hanford Existing and Proposed Monthly Refuse Rates[1]							
Description	Existing Rates Effective 7/1/18	Proposed Rates					
		11/1/2022		7/1/2023	7/1/2024	7/1/2025	7/1/2026
		Change	New Rate	4%	4%	4%	4%
Residential Rates[2]		*(Rates do not include Street Sweeping fee)*					
3-CART SERVICE	$21.65	10.0%	$23.82	$24.77	$25.76	$26.79	$27.86
3-CART SERVICE w/64[3]	$17.00	28.9%	$21.91	$22.79	$23.70	$24.65	$25.64
EXTRA 96GAL (FOR EACH LF, ORG, OR RCL)	$14.60	-24.7%	$11.00	$11.44	$11.90	$12.38	$12.88
WALK-IN 3-CART SERVICE	$36.75	10.0%	$40.43	$42.05	$43.73	$45.48	$47.30
WALK-IN 3-CART W/64[3]	$31.50	16.6%	$36.73	$38.20	$39.73	$41.32	$42.97
96GAL ADDITIONAL LIVING UNIT	$21.65	10.0%	$23.82	$24.77	$25.76	$26.79	$27.86
STREET SWEEPING FEE[4]	$3.55	10.0%	$3.91	$4.07	$4.23	$4.40	$4.58
Commercial Rates For All Services[5]		*(Rates do not include Street Sweeping fee)*					
32GAL 1 X WK (OR OTHER REDUCED SVC,)	$26.80	61.9%	$43.39	$45.13	$46.94	$48.82	$50.77
96GAL 1 X WK	$49.25	-11.9%	$43.39	$45.13	$46.94	$48.82	$50.77
96GAL 2 X WK	New	New	$86.78	$90.25	$93.86	$97.61	$101.51
96GAL 3 X WK	New	New	$130.17	$135.38	$140.80	$146.43	$152.29
96GAL 4 X WK	New	New	$173.56	$180.50	$187.72	$195.23	$203.04
96GAL 5 X WK	New	New	$216.95	$225.63	$234.66	$244.05	$253.81
96GAL 6 X WK	New	New	$260.34	$270.75	$281.58	$292.84	$304.55
EXTRA 96GAL LAND FILL 1 X WK	$40.45	-28.6%	$28.87	$30.02	$31.22	$32.47	$33.77
1YD 1 X WK	$55.00	31.4%	$72.26	$75.15	$78.16	$81.29	$84.54
1YD 2 X WK	$95.60	48.6%	$142.07	$147.76	$153.67	$159.82	$166.21
1YD 3 X WK	$136.20	55.1%	$211.27	$219.73	$228.52	$237.66	$247.17
1YD 4 X WK	$176.80	57.9%	$279.25	$290.42	$302.04	$314.12	$326.68
1YD 5 X WK	$217.40	59.2%	$346.01	$359.85	$374.24	$389.21	$404.78
1YD 6 X WK	$258.00	59.5%	$411.54	$428.00	$445.12	$462.92	$481.44
2YD 1 X WK	$87.70	3.6%	$90.89	$94.53	$98.31	$102.24	$106.33
2YD 2 X WK	$155.30	15.3%	$179.03	$186.19	$193.64	$201.39	$209.45
2YD 3 X WK	$222.90	19.6%	$266.49	$277.15	$288.24	$299.77	$311.76
2YD 4 X WK	$290.50	21.4%	$352.57	$366.67	$381.34	$396.59	$412.45
2YD 5 X WK	$358.10	22.1%	$437.27	$454.76	$472.95	$491.87	$511.54
2YD 6 X WK	$425.70	22.3%	$520.60	$541.43	$563.09	$585.61	$609.03
3YD 1 X WK	$117.40	-6.7%	$109.52	$113.90	$118.46	$123.20	$128.13
3YD 2 X WK	$211.90	1.9%	$215.99	$224.63	$233.62	$242.96	$252.68
3YD 3 X WK	$306.40	5.0%	$321.70	$334.57	$347.95	$361.87	$376.34
3YD 4 X WK	$400.90	6.2%	$425.88	$442.92	$460.64	$479.07	$498.23
3YD 5 X WK	$495.40	6.7%	$528.54	$549.68	$571.67	$594.54	$618.32
3YD 6 X WK	$589.90	6.7%	$629.67	$654.86	$681.05	$708.29	$736.62
4YD 1 X WK	New	New	$128.15	$133.28	$138.61	$144.15	$149.92
4YD 2 X WK	New	New	$252.95	$263.07	$273.59	$284.53	$295.91
4YD 3 X WK	New	New	$376.91	$391.99	$407.67	$423.98	$440.94
4YD 4 X WK	New	New	$499.20	$519.17	$539.94	$561.54	$584.00
4YD 5 X WK	New	New	$619.81	$644.60	$670.38	$697.20	$725.09
4YD 6 X WK	New	New	$738.74	$768.29	$799.02	$830.98	$864.22
6YD 1 X WK	New	New	$165.41	$172.03	$178.91	$186.07	$193.51
6YD 2 X WK	New	New	$326.87	$339.95	$353.55	$367.69	$382.40
6YD 3 X WK	New	New	$487.34	$506.83	$527.10	$548.18	$570.11
6YD 4 X WK	New	New	$645.83	$671.66	$698.53	$726.47	$755.53
6YD 5 X WK	New	New	$802.34	$834.44	$867.82	$902.53	$938.63
6YD 6 X WK	New	New	$956.87	$995.15	$1,034.96	$1,076.36	$1,119.41
STREET SWEEPING FEE[4]	$3.55	10.0%	$3.91	$4.07	$4.23	$4.40	$4.58

Notes

1. Proposed rates apply equally to customers within the city limits and to customers in unincorporated areas.
2. Previous rates "Per Dwelling Unit" for multi-family superseded by commercial rates based on the actual bins provided.
3. 64 gallon service is no longer offered to new customers and is being replaced by 96 gallon service.
4. The Street Sweeping Fee is applicable to all customer service locations.
5. Proposed rates include former bin rental fees, and existing rates incorporate rental fees for comparison purposes.

Attachment: Prop 218 Notice Final (PW: Refuse Rate Public Hearing)

City of Hanford Existing and Proposed Monthly Refuse Rates[1]							
Description	Existing Rates Effective 7/1/18	Proposed Rates					
		11/1/2022		7/1/2023	7/1/2024	7/1/2025	7/1/2026
		Change	New Rate	4%	4%	4%	4%
Residential Rates[2]		*(Rates do not include Street Sweeping fee)*					
3-CART SERVICE	$21.65	10.0%	$23.82	$24.77	$25.76	$26.79	$27.86
3-CART SERVICE w/64[3]	$17.00	28.8%	$21.90	$22.78	$23.69	$24.64	$25.63
EXTRA 96GAL (FOR EACH LF, ORG, OR RCL)	$14.60	-24.7%	$11.00	$11.44	$11.90	$12.38	$12.88
WALK-IN 3-CART SERVICE	$36.75	10.0%	$40.43	$42.05	$43.73	$45.48	$47.30
WALK-IN 3-CART W/64[3]	$31.50	16.6%	$36.73	$38.20	$39.73	$41.32	$42.97
96GAL ADDITIONAL LIVING UNIT	$21.65	10.0%	$23.82	$24.77	$25.76	$26.79	$27.86
STREET SWEEPING FEE	$3.55	10.0%	$3.91	$4.07	$4.23	$4.40	$4.58
Commercial Rates For All Services[4]		*(Rates do not include Street Sweeping fee)*					
32GAL 1 X WK (OR OTHER REDUCED SVC,)	$26.80	61.9%	$43.39	$45.13	$46.94	$48.82	$50.77
96GAL 1 X WK	$49.25	-11.9%	$43.39	$45.13	$46.94	$48.82	$50.77
96GAL 2 X WK	New	New	$86.78	$90.25	$93.86	$97.61	$101.51
96GAL 3 X WK	New	New	$130.17	$135.38	$140.80	$146.43	$152.29
96GAL 4 X WK	New	New	$173.56	$180.50	$187.72	$195.23	$203.04
96GAL 5 X WK	New	New	$216.95	$225.63	$234.66	$244.05	$253.81
96GAL 6 X WK	New	New	$260.34	$270.75	$281.58	$292.84	$304.55
EXTRA 96GAL LAND FILL 1 X WK	$40.45	-28.5%	$28.93	$30.09	$31.29	$32.54	$33.84
1YD 1 X WK	$55.00	31.5%	$72.32	$75.22	$78.23	$81.36	$84.61
1YD 2 X WK	$95.60	48.7%	$142.20	$147.88	$153.80	$159.95	$166.35
1YD 3 X WK	$136.20	55.3%	$211.46	$219.91	$228.71	$237.86	$247.37
1YD 4 X WK	$176.80	58.1%	$279.49	$290.67	$302.30	$314.39	$326.97
1YD 5 X WK	$217.40	59.3%	$346.30	$360.16	$374.57	$389.55	$405.13
1YD 6 X WK	$258.00	59.6%	$411.89	$428.36	$445.49	$463.31	$481.84
2YD 1 X WK	$87.70	3.7%	$90.96	$94.59	$98.37	$102.30	$106.39
2YD 2 X WK	$155.30	15.4%	$179.16	$186.33	$193.78	$201.53	$209.59
2YD 3 X WK	$222.90	19.6%	$266.67	$277.34	$288.43	$299.97	$311.97
2YD 4 X WK	$290.50	21.5%	$352.81	$366.93	$381.61	$396.87	$412.74
2YD 5 X WK	$358.10	22.2%	$437.58	$455.08	$473.28	$492.21	$511.90
2YD 6 X WK	$425.70	22.4%	$520.97	$541.80	$563.47	$586.01	$609.45
3YD 1 X WK	$117.40	-6.7%	$109.59	$113.97	$118.53	$123.27	$128.20
3YD 2 X WK	$211.90	2.0%	$216.12	$224.77	$233.76	$243.11	$252.83
3YD 3 X WK	$306.40	5.1%	$321.89	$334.77	$348.16	$362.09	$376.57
3YD 4 X WK	$400.90	6.3%	$426.14	$443.18	$460.91	$479.35	$498.52
3YD 5 X WK	$495.40	6.8%	$528.85	$550.01	$572.01	$594.89	$618.69
3YD 6 X WK	$589.90	6.8%	$630.04	$655.25	$681.46	$708.72	$737.07
4YD 1 X WK	New	New	$128.22	$133.35	$138.68	$144.23	$150.00
4YD 2 X WK	New	New	$253.08	$263.21	$273.74	$284.69	$296.08
4YD 3 X WK	New	New	$377.11	$392.20	$407.89	$424.21	$441.18
4YD 4 X WK	New	New	$499.46	$519.44	$540.22	$561.83	$584.30
4YD 5 X WK	New	New	$620.13	$644.93	$670.73	$697.56	$725.46
4YD 6 X WK	New	New	$739.12	$768.69	$799.44	$831.42	$864.68
6YD 1 X WK	New	New	$165.49	$172.10	$178.98	$186.14	$193.59
6YD 2 X WK	New	New	$327.01	$340.09	$353.69	$367.84	$382.55
6YD 3 X WK	New	New	$487.55	$507.05	$527.33	$548.42	$570.36
6YD 4 X WK	New	New	$646.10	$671.95	$698.83	$726.78	$755.85
6YD 5 X WK	New	New	$802.68	$834.79	$868.18	$902.91	$939.03
6YD 6 X WK	New	New	$957.28	$995.57	$1,035.39	$1,076.81	$1,119.88
STREET SWEEPING FEE	$3.55	10.0%	$3.91	$4.07	$4.23	$4.40	$4.58

Notes

1. Proposed rates apply equally to customers within the city limits and to customers in unincorporated refuse service areas.
2. Previous rates "Per Dwelling Unit" for multi-family are superseded by commercial rates based on the actual bins provided.
3. 64 gallon service is no longer offered to new customers and is being replaced by 96 gallon service.
4. Proposed rates include former bin rental fees, and existing rates incorporate rental fees for comparison purposes.

Attachment: Hanford Refuse Rate Schedule for City Council 2022 07 19 (PW: Refuse Rate Public Hearing)

AGENDA
STAFF REPORT

MEETING DATE: 10/18/2022	**AGENDA SECTION:** B

SUBJECT:
City Clerk: Approval of the Minutes of the July 19, 2022 Meeting

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Recommendation:

Approve the minutes of the July 19, 2022 Meeting.

FISCAL IMPACT:

ATTACHMENTS:
7.19.2022

The City of Hanford
CALIFORNIA

CITY COUNCIL MEETING
MINUTES
July 19, 2022 7:00 PM
Council Chambers
400 N. Douty St.

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

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.*

Bob Ramos expressed his concerns regarding the City Manager's performance evaluation. He suggested the Council terminate him.

STUDY SESSION:

A. KCAG Kings Regional Vision Presentation

KCAG Executive Director Terri King and DKS Associates Task Manager Kendall Flint discussed Kings Regional Vision Scenario Development. They also announced their upcoming workshop dates and answered questions from the Council.

B. Refuse Rate Study Analysis Presentation

IGS Principal Dan Bergman presented the refuse rate study and discussed Proposition 218. Mr. Bergman also discussed operating cost, revenue, residential cost, and answered questions from Council. After a lengthy discussion, the Council directed staff to move forward with the rate increase process. The public hearing for proposed rate increase will be on October 18, 2022, for the Council's review and consideration. If approved, the new rates will take effect on November 1, 2022.

C. Water Conservation Update Presentation

Public Works Director John Doyel presented the water conservation update and discussed the Governor's Executive order. Staff addressed the Council's questions and concerns. The Council directed staff to move forward with water conservation outreach programs. Staff will present options to the Council at a future meeting.

Attachment: 7.19.2022 (Clerk: 7.19.2022 Minutes)

CLOSED SESSION FOR DISCUSSION FOR THE FOLLOWING:

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

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

CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC 54957 (b)(1)):

Title: City Manager

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

Property: APN 012-086-004
Agency Negotiators: Mario Cifuentez and Ty Mizote
Negotiating Party: Anand Investments, LLC

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

Helena v. City of Hanford
Kings County Case No. 17C0102

Darlene Mata v. City of Hanford
Kings County Case No. 22C0077

CONFERENCE WITH LEGAL COUNSEL - ANITICIPATED LITIGATION (GC 54956.9(d)(2)):

Litigation threatened over development project site plan.

CALL TO ORDER REGULAR SESSION:

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

ROLL CALL:

Attendee Name	Title	Status	Arrived
Diane Sharp	Vice Mayor	Present	3:55 PM
Art Brieno	Council Member	Present	3:59 PM
Kalish Morrow	Mayor	Present	3:53 PM
Amanda Saltray	Council Member	Present	3:53 PM
Francisco Ramirez	Council Member	Late	4:21 PM

INVOCATION:

The invocation was led by Pastor Mark Curts.

FLAG SALUTE:

The flag salute was led by Mayor Morrow.

Attachment: 7.19.2022 (Clerk: 7.19.2022 Minutes)

CLOSED SESSION ACTION REPORT:

None.

RECOGNITIONS/PROCLAMATIONS:

A. Recognition of the 2022 West Side Scholarship Recipients

Westlands Water District Public Affairs Representative Elizabeth Jonasson recognized scholarship recipients in attendance, Jenna Bracey and Gabrielle Costmagna.

B. PAL Boxers Recognition and the acceptance of a donation from Craig Johnson

Officer Josh Levin accepted a donation from Craig Johnson for the Mountain Bike Program.

Lt. Stephanie Huddleston recognized the PAL Program championship winners.

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).

Council Member Saltray, Vice Mayor Sharp, and Mayor Morrow discussed the meetings and events they attended.

Council Members Ramirez and 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.

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

Lynn Nelson commented on the roundabout project.

Larry Faria commented on the roundabout project and expressed his concerns regarding the cost of the project. He also questioned the status of the old courthouse.

Travis Paden commented on the Downtown Master Streetscape and Street Tree Guideline Plan adopted on February 15, 2000. He also commented on the Downtown Improvement Plan and expressed his concerns regarding the ARPA funding.

Bob Ramos requested to pull consent Item I. He also expressed his concerns regarding Vice Mayor Sharp's property located in the downtown area and her vote on the roundabout project. He suggested the Council revisit the project for discussion. Vice Mayor Sharp responded to Mr. Ramos's comments.

Nick Wagner expressed his concerns regarding the study session refuse rate discussion. He also suggested utilizing the ARPA funds for the homeless.

Lou Martinez expressed his concerns regarding the roundabout project.

Attachment: 7.19.2022 (Clerk: 7.19.2022 Minutes)

Rusty Brookshire spoke in opposition of the roundabout project and suggested that the ARPA funds be spent on other projects.

Stella Yarbrough spoke in opposition of the roundabout project.

Michael Quinn commented on the old courthouse.

City Manager Cifuentez stated it was the Council's direction to move forward with the roundabout project after several study sessions. He also responded to the public comments regarding the old courthouse. Council Member Saltray stated that she will address the roundabout project during council comments and future agenda items.

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 I was pulled during public comment. Mayor Morrow pulled item J and Council Member Brieno pulled item Q. Motion to approve the consent calendar except for the items pulled for separate discussion.

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

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

B. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Meghan Verheul.

C. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Ricky Williams.

D. City Clerk: Approval of the Minutes of the March 1, 2022 Meeting

E. Administration: Approval of Memorandum of Understanding (MOU) with the General Employees Management Association (GEMA).

F. Administration: Approval of Compensation and Benefit Summary with the Executive Management Employees Association (EMEA).

G. Administration: Approval of Memorandum of Understanding (MOU) with the Hanford Professional FireFighters (HPFF).

H. City Attorney: Adoption of Resolution 22-32-R declaring the City-owned parking located immediately west of the Comfort Inn on Sixth Street (southeast corner of Sixth and Redington Streets) to be surplus property; and adopt Notice of Exemption 2021-58, which determines that sale of the lots is exempt from environmental review.

Attachment: 7.19.2022 (Clerk: 7.19.2022 Minutes)

I. Public Works: Approve Purchase Orders with Badasci Tire Co., Inc., for the amount of $123,160.00 and Delray Tire and Retreading, Inc., for the amount of $110,320.00 for tire replacements and repairs on all City vehicles and equipment.

J. Public Works: Approve Purchase Orders with Buford Oil Company in the amount of $100,000, Kings Pertoleum, LLC, in the amount of $616,070 and Silvas Oil Co., Inc., in the amount of $160,000, for diesel and unleaded fuels for use on all City vehicles and equipment.

K. Public Works: Approve a Purchase Order with UNIVAR Solutions, the amount of $226,000, for liquid chlorine used as a disinfectant for the City's water quality.

L. Public Works: Approve Purchase Order with Ennis Paint, Inc., in the amount of $79,110.00, for traffic paint for use on all City streets.

M. Public Works: Authorization to reject all bids and Re-Advertise the Bonnyview Basin - Sand Slough Basin Project

N. Public Works: Approval of a Purchase Order with Telstar, Inc. in the amount of $172,500 for instrumentation services.

O. Public Works: Authorization to establish a blanket purchase order (BPO) with Zenner Performance Meters for the purchase of replacement water meters and related equipment in an amount not to exceed $300,000.

P. Public Works: Approve a Purchase Order with Thatcher in the amount of $220,000 for bulk chlorine in cylinders to be used at the City's wastewater treatment plant.

PULLED ITEMS:

1. Parks and Community Services: Appropriation of an additional $23,352 in Park Impact Fee funds for the closeout of the Hidden Valley Park Fitness Court Installation Project

[Item I]

Pulled by the public.

Parks and Community Services Director Brad Albert discussed the repairs needed at the Fitness Park and answered questions from the Council.

Motion to approve.

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

2. Police: Adoption of Resolution No. 22-31-R, authorizing the acceptance of an award of $68,548 in grant funding from the California Highway Patrol for DUI enforcement and retroactively authorize the Police Chief to execute the Agreement.

[Item J]

Pulled by Mayor Morrow.

Attachment: 7.19.2022 (Clerk: 7.19.2022 Minutes)

Chief Parker Sever discussed the grant for the Council's review and consideration. City Manager Cifuentez answered questions from Mayor Morrow.

Motion to approve.

RESULT:	**APPROVED [4 TO 1]**
MOVER:	Art Brieno, Council Member
SECONDER:	Francisco Ramirez, Council Member
AYES:	Sharp, Brieno, Saltray, Ramirez
NAYS:	Morrow

3. Public Works: Approve a Purchase Order with Fruit Growers Laboratory in the amount of $80,000 for analytical testing and related services.

[Item Q]

Pulled by Council Member Brieno.

Public Works Director John Doyel answered questions from Council Member Brieno.

Motion to approve.

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

PUBLIC HEARINGS:

A. Parks and Community Services: Public Hearing to Adopt Resolution 22-30-R, approving the Annual Engineer's Report and Intention to Levy and Collect Assessments as outlined, pursuant to Chapter 3 of the Landscape and Lighting Act of 1972, and approve the increases in assessments as proposed.

Mayor Morrow opened the public hearing at 7:56 p.m. and called for the staff report. Parks and Community Services Director Brad Albert discussed the Engineer's Report and addressed the error of the resolution number. Dir. Albert answered questions from the Council.

Public Comment:

IN-FAVOR:
None.

OPPOSED:
Larry Faria expressed his concerns regarding city funds being spent on the roundabout project.

City Manager Cifuentez and Dir. Albert addressed questions from the Council.

Motion to approve resolution 22-33-R.

Mayor Morrow closed the public hearing at 8:12 p.m.

Attachment: 7.19.2022 (Clerk: 7.19.2022 Minutes)

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

GENERAL BUSINESS:

A. Public Works: Approval of the addition of the Grangeville Blvd. Grade Separation Project to the FY 22/23 Capital Improvement Project list and Appropriation of $50,000 from Accumulated Capital Outlay Reserves to fund the project.

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

Motion to approve.

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

B. Public Works: Authorization of a Sole-Source Purchase of four (4) 2022 Dodge Durango Pursuit vehicles from Wondries Fleet Group, of Watsonville, Ca., in the amount of $179,096.38, Approve the contract with Cooks communications for vehicle upfitting for $93,143.84; authorize an additional appropriation of $123,630.22 from the Accumulated Capital Outlay Reserve Funds; and declare four patrol units as surplus.

Public Works Director John Doyel discussed the purchase of the vehicles and the additional appropriation for the Council's review and direction. He also discussed the potential option to lease vehicles in the future. Vice Mayor Sharp encouraged staff to consider opportunities to save money when purchasing vehicles.

Motion to approve.

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

C. Public Works: Authorization to Award a contract to Nick Champi Enterprises of Hanford Ca, in the amount of $424,531.00 (This includes the add alternate), establish construction contingency of $25,736.60 and approve an additional appropriation of $211,267.70 from the Accumulated Capital Outlay Fund in order to fully fund The Police Activities League Parking Lot Project

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

Motion to approve.

Attachment: 7.19.2022 (Clerk: 7.19.2022 Minutes)

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

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)

Council Future Agenda Items

Council Member Saltray discussed the roundabout (traffic circles) project. She apologized and explained that she did not fully understand what she voted on, and after receiving feedback from the community, she would like to bring back the item for discussion and community input at a future study session. Council Member Brieno also expressed his concerns regarding the allocation of the ARPA funds for the roundabout project. Mayor Morrow discussed the background and timeline of the project and expressed her concerns. Vice Mayor Sharp stated that there is still room for public input for the project. City Attorney Ty Mizote discussed the potential procedural issue of bringing it back for reconsideration. It was the consensus to bring back the roundabout project for a future discussion.

The motion to reconsider the roundabout project and bring back to the Council for a future discussion was introduced by Council Member Ramirez. Seconded by Council Member Brieno.

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

ADJOURNMENT:

Mayor Morrow adjourned the meeting at 8:44 p.m.

Respectfully submitted,

Natalie Corral
City Clerk

Attachment: 7.19.2022 (Clerk: 7.19.2022 Minutes)

AGENDA
STAFF REPORT

MEETING DATE: 10/18/2022	**AGENDA SECTION:** C

SUBJECT:
City Clerk: Approval of the Minutes of the August 2, 2022 Meeting

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Recommendation:

Approve the minutes of the August 2, 2022 Meeting.

FISCAL IMPACT:

ATTACHMENTS:
8.2.2022

CITY COUNCIL MEETING
MINUTES
August 2, 2022 7:00 PM
Council Chambers
400 N. Douty St.

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

Mayor Morrow called the study session and closed session to order at 5:00 p.m.

ROLL CALL BY THE CITY CLERK :

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

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 :

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

Finance Manager Destiny Borba and Finance Director Chris Tavarez presented the FY 2022-23 Master Fee schedule and discussed the changes and added fees. Each of the department heads was in attendance to respond to the Council's questions. Dir. Tavarez addressed the fees for the Sanitary Sewer Area were incorrect. The Council discussed amending banner permit fees, alarm fees, and in-lieu parking fees. The Council supported the Master Fee Schedule as presented and directed staff to bring back banner permit fees, alarm fees, and in-lieu parking fees for review and discussion. The public hearing to adopt the Master Fee Schedule is scheduled for August 16, 2022.

The Council convened to closed session at 5:40 p.m.

CLOSED SESSION FOR DISSUSION OF THE FOLLOWING:

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

Agency Designated Representatives: Che Johnson, Mario Cifuentez, Sarah Cardoza, Chris Tavarez, and Brenda Garcia.
Employee Organizations: Hanford Police Officers Association (POA) and Service Employees International Union Local 521 (SEIU)

Attachment: 8.2.2022 (Clerk: 8.2.2022 Minutes)

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

Litigation threatened over development project site claim.

CALL TO ORDER REGULAR SESSION:

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

ROLL CALL:

Attendee Name	Title	Status	Arrived
Diane Sharp	Vice Mayor	Present	4:52 PM
Art Brieno	Council Member	Present	4:59 PM
Kalish Morrow	Mayor	Present	4:50 PM
Amanda Saltray	Council Member	Present	4:58 PM
Francisco Ramirez	Council Member	Present	4:50 PM

INVOCATION:

The invocation was led by John Malogi.

FLAG SALUTE:

The flag salute was led by Mayor Morrow.

CLOSED SESSION ACTION REPORT:

None.

RECOGNITIONS/PROCLAMATIONS:

Introduction and Oath of Appointment

City Manager Cifuentez introduced the Deputy City Manager, Jason Waters, and the City Clerk Natalie Corral administered the oath.

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).

Mayor Morrow, Vice Mayor Sharp and Council Members Saltray and Brieno discussed the meetings and events they attended. Council Member Ramirez 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.

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

Attachment: 8.2.2022 (Clerk: 8.2.2022 Minutes)

Claire Fitiausi spoke in opposition of general business item A.

Rebecca Belle shared her concerns regarding the slaughter house in Lemoore.

Richard Tippton spoke in opposition the roundabout project.

Bob Ramos commented on the roundabout project and shared his concerns regarding the City Manager's employment agreement.

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.

Items E was pulled by Council Member Saltray and item H was pulled by Council Member Brieno. Motion to approve the consent calendar except for the items pulled for separate discussion.

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

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

B. 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. 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.

F. 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.

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

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

I. 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

Attachment: 8.2.2022 (Clerk: 8.2.2022 Minutes)

PULLED ITEMS:

1. 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.

[Item E]

Pulled by Council Member Saltray

Parks and Services Director Brad Albert discussed the details of the ice rink and answered questions from the Council. Council Member Saltray requested larger size ice skates to accommodate more skaters.

Motion to approve.

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

2. 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

[Item H]

Pulled by Council Member Brieno.

Enterprise Account Specialist Cristian Rodriguez discussed the agreement and program and answered questions from the Council.

Motion to approve.

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

GENERAL BUSINESS:

A. 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

Public Works Director John Doyel discussed the project and responded the comment made during the public comment. Staff answered questions from the Council.

Motion to approve

Attachment: 8.2.2022 (Clerk: 8.2.2022 Minutes)

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

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

City Attorney Ty Mizote discussed the Northstar Courts seventy-two (72) unit residential project Density Bonus Regulatory Agreement and answered questions from the Council. The Council discussed the future of the project. Council Member Brieno supports the project but not the location. The developer's attorney Dennis Bola (teleconference) answered questions from the Council. Mr. Mizote discussed the scenarios of the Council voting against the agreement.

Motion to approve.

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

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

City Attorney Ty Mizote discussed the agreement modifications for the Council's review consideration. Council Member Ramirez responded to the public comment regarding the agreement and spoke in support. Mayor Morrow, Vice Mayor Sharp, Council Member Saltray each commended City Manager Cifuentez.

Motion to approve.

RESULT:	**APPROVED [4 TO 1]**
MOVER:	Francisco Ramirez, Council Member
SECONDER:	Amanda Saltray, Council Member
AYES:	Sharp, Morrow, Saltray, Ramirez
NAYS:	Brieno

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

The Council directed staff to bring back three items for future discussion: Sign ordinance, Parking in-lieu fees, and Alarm Fees. Council Member Brieno shared his concerns regarding water conservation in the County. Staff will reach out to the Water District for feedback regarding his concerns.

ADJOURNMENT:

Mayor Morrow adjourned the meeting at 8:18 p.m.

Attachment: 8.2.2022 (Clerk: 8.2.2022 Minutes)

Respectfully submitted,

Natalie Corral
City Clerk

Attachment: 8.2.2022 (Clerk: 8.2.2022 Minutes)

AGENDA
STAFF REPORT

MEETING DATE: 10/18/2022	**AGENDA SECTION:** D

SUBJECT:
Public Works: Approval of an invoice from Valley Pump & Dairy Systems in the amount of $61,099.63, for an emergency repair of Well #41, and appropriation of $61,099.63 from water capital reserves to fund the repair.

RECOMMENDATION:
It is recommended that Council, by motion,

- Approve payment of the invoice from Valley Pump & Dairy Systems for the emergency repair of Well #41 in the amount of $61,099.63
- Appropriate $61,099.63 from water capital reserves to fund the repair.

BACKGROUND:
The City of Hanford water system includes 14 well sites. In early September 2022, the equipment installed in Well #41 failed. In order to get the well back online as quickly as possible, emergency repairs were authorized by the Public Works Director.

In order to work on the well, the "dog house" had to be removed. It was then determined that the pump and check valve were inoperable and stuck in the well. There were also several breaks in the casing. The casing was repaired and the pump and check valve were replaced. A new shaft was also manufactured.

Hanford purchasing policy requires that all invoices over $50,000 must be approved by Council. The total cost of the emergency repair was $61,099.63. This work has already been completed.

FISCAL IMPACT:
There is sufficient funds in the water capital reserves to fund this repair.

ATTACHMENTS:
EMER REPAIR

Valley Pump & Dairy Systems, Inc.

P.O.BOX 668
ARMONA, CA 93202

Invoice

Date	Invoice #
9/20/2022	15162

Bill To	Ship To
CITY OF HANFORD Accounts Payable 315 N. DOUTY STREET HANFORD, CA 93230	CITY OF HANFORD 900 S. 10TH AVE HANFORD, CA 93202

P.O. Number	Terms	Rep	Ship	Other
	Net 30	005	9/20/2022	

Item Code	Quantity	Description	Price Each	Amount
		WELL: #41 PULL TURBINE FOR INSPECTION & REPAIR - PUMP STUCK. INSTALL TRIMMIE HOSE TO FLUSH WATER DOWN WELL. PULL TURBINE, CHECK VALVE STUCK DOWN WELL. INSTALL SHAFT & FISHING TOOL. FISH OUT CHECK VALVE. SORT & PREP MATERIAL. SWAGE & PATCH LONGMIRE. INSTALL NEW CHECK VALVE & TURBINE W/ EXISTING MATERIAL. MACHINE NEW SHAFTS. INSTALL NEW HEAD NIPPLE & HEAD WORK. INSTALL DOG HOUSE.		
SPCL	1	13H 7-STAGE TURBINE BOWL	17,375.00	17,375.00
SPCL	1	VALVE, CHECK 10" FLOMATIC	3,940.85	3,940.85
R03SS11116	131	SHAFT, PUMP S.S. T416 1 11/16"	6.45	844.95
R01BS0008	4	BRASS, STOCK 2"	15.00	60.00
SPCL	1	NIPPLE, HEAD 10" X 24"	775.00	775.00
WELL VIDEO/STD	2	WELL VIDEO STD UP TO 1000'	750.00	1,500.00
SPCL	1	SWAGE & PATCH LONGMIRE	7,195.00	7,195.00
R3M12T	37	PULL & INSTALL STUCK PUMP W/ DOGHOUSE LABOR	335.00	12,395.00
R3M12T	40	FLUSH & FISH OUT DEBRIS LABOR	335.00	13,400.00
R1MSHOP	15	SHOP LABOR	95.00	1,425.00

Sales Tax (7.25%)	$2,188.83
Total	$61,099.63
Payments/Credits	$0.00
Balance Due	$61,099.63

Phone #
559-587-1000

Approved by Dept Head

Attachment: EMER REPAIR (PW: Emergency repair of Well #41 in the amount of $61,099.63)

AGENDA
STAFF REPORT

MEETING DATE: 10/18/2022	**AGENDA SECTION:** E

SUBJECT:
Fire: Approval of an Instructor Service Agreement (ISA) with Fresno City College to provide training services for the Hanford Fire Department

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RECOMMENDATION:
That the City Council, by motion, approve an Instructor Service Agreement with Fresno City College for education reimbursement and authorize the City Manager to sign the agreement.

BACKGROUND:

Fire Departments across the state have partnered with local colleges to provide training opportunities and funding. Hanford Fire Department had an Instructor Service Agreement (ISA) with Monterey Peninsula College until 2021. That agreement was discontinued due to the lack of Full Time Equivalent Students (FTES). FTES is determined by training hours available for college reimbursement. With promotions within the department in 2020-2021, all but six of our personnel transitioned to the Joint Apprentice Committee (JAC) program. JAC apprenticeship funding is similar to FTES, however, there are more training opportunities and greater support for newly promoted and hired personnel. Both JAC and FTES compensate agencies at a rate of $3.50 per training hour. Participating JAC fire departments have their employees enter their new rank under the JAC program and transition to FTES after completing the maximum 3-year time limit.

In 2023, several of our personnel will graduate from JAC program. Transitioning to an FTES program will allow us to continue to collect the $3.50 per training hour for personnel who are no longer eligible for JAC. Agencies are required to seek participation with their local college. College of the Sequoias (COS) declined to participate with our department. COS has previously declined due to personnel available to manage the program, which continues today.

Fresno College sought a relationship with Hanford Fire Department to expand their intern program. During that discussion, their program lead explained the direction the college was moving toward advancing fire training in the Central Valley. At this time, they can offer significantly more training opportunities than COS, or that Monterey Peninsula ever could. Developing an ISA with Fresno College will provide increased trainings, use of their facilities,

participation in their internship program, and continued funding opportunities. All contribute to developing our employees and bettering customer service.

FISCAL IMPACT:

ATTACHMENTS:
_ISA Instructor Agreement FILLABLE
_ISA Master Agency Agreement Attachment I
_ISA Master Agency Agreement

AGREEMENT

FOR

ON-SITE SUPERVISOR AND INSTRUCTOR SERVICES
BETWEEN

FRESNO CITY COLLEGE
AND
ENTITY NAME: HANFORD FIRE DEPARTMENT
INSTRUCTOR'S NAME: Erik Brotemarkle

This agreement is made and entered into by and between Fresno City College, hereinafter referred to as FCC, a college of the State Center Community College District, HANFORD FIRE DEPARTMENT, legal designation, hereinafter referred to as HFD and Erik Brotemarkle, a person and employee of HFD .

WITNESSETH:

WHEREAS, FCC needs supervisory services and an instructor of record with regard to instruction for classes offered by FCC in cooperation with HFD, subject to the terms and conditions set forth in the separate Master Agreement between the HFD and FCC; and,

WHEREAS, the HFD has duly qualified employees who can competently provide supervisory services with regard to instruction for classes offered by FCC in cooperation with HFD; and,

WHEREAS, the On-Site Supervisor and Instructor agrees to be assigned to FCC as an at-will and uncompensated temporary academic employee of FCC to competently provide executive services with regard to instruction for classes offered by FCC in cooperation with HFD; and,

WHEREAS, the authority for this Agreement includes Title 5, California Code of Regulations, Section 58058 (b);

Attachment: _ISA Instructor Agreement FILLABLE (Fire: Fresno College Agreement for Fire Training)

AGREEMENT

NOW, THEREFORE, the three parties to this agreement hereby agree as follows:

1. Erik Brotemarkle, a HFD employee, will be the On-Site Supervisor and Instructor of record for the courses covered in the Master Agreement between FCC and Fresno EMS.

2. Erik Brotemarkle meets the "Minimum Qualifications" for the academic position of On-Site Supervisor and Instructor and determined by FCC with regard to Title 5 of the California Code of Regulations.

3. Erik Brotemarkle is professionally and specially trained and competent to provide the supervisory and instructional services required by FCC.

4. While Erik Brotemarkle is performing the required supervisory and instructional services for FCC, he/she shall be under the direct control and direction of FCC and shall be a temporary academic employee of FCC. FCC retains the sole right to assign, evaluate, and discipline Erik Brotemarkle with regard to this position as On-Site Supervisor and Instructor at any time.

5. Erik Brotemarkle shall be an at-will and uncompensated temporary academic employee of FCC during the hours of assignment to FCC and may be terminated at any time for any reason and without cause by FCC.

6. Erik Brotemarkle shall maintain records of student achievement and attendance. Records will be open for review at all times by officials of FCC and submitted on a schedule developed by FCC.

7. The On-Site Supervisor's and Instructor's responsibilities and duties as an employee of FCC shall include, but are not limited to, the following:

   a. Ensure that training is expended in full compliance with the course objectives determined by FCC.

   b. Ensure the safety and well-being of students.

   c. Ensure continued physical presence at the work place assigned by FCC during all hours of the assignment as an employee of FCC.

   d. Ensure the proper and timely assignment, scheduling and notification of facilitators.

   e. Ensure the complete, accurate and timely evaluation of facilitators.

   f. Ensure regular attendance at periodic staff meetings with the FCC employee serving as Co-Director.

   g. Ensure that all handouts prepared or utilized by facilitators are appropriate prior to submitting them to the Co-Director for approval.

   h. Ensure accurate and current daily student attendance records.

   i. Ensure the effective use of instructional methods, technology, testing and remediation.

Attachment: _ISA Instructor Agreement FILLABLE (Fire: Fresno College Agreement for Fire Training)

j. Ensure the accurate calculation of final student grades and the prompt submission of them to the Co-Director within two weeks of course completion.

k. Ensure the competent and prompt completion of all other assigned duties.

8. FCC shall provide no compensation to the On-Site Supervisor and Instructor for any services rendered pursuant to this agreement, but compensation shall be provided by HFD in accordance with its established and standard practices and including workers' compensation insurance.

9. For purposes of identification and defense of any claims, actions or lawsuits, the On-Site Supervisor and Instructor shall be considered an employee of FCC only during those times when the On-Site Supervisor and Instructor is actually performing on behalf of FCC the responsibilities and duties listed in this agreement at the work place assigned by FCC.

10. This agreement may be terminated at any time by FCC within the sole and exclusive discretion of FCC upon written notice to HFD and On-Site Supervisor and Instructor. This agreement may be terminated upon thirty (30) days prior written notice to FCC by either the HFD or On-Site Supervisor and Instructor within either's sole and exclusive discretion.

FOR FRESNO CITY COLLEGE:

Name: Peter Cacossa
Fire Academy Director, Fresno City College

Signature: _____

FOR INSTRUCTOR:

Name: Erik Brotemarkle
On-Site Supervisor/Instructor for

Signature: _____

FOR AGENCY NAME: HANFORD FIRE DEPARTMENT:

Signature: _____

Name: Steve Pendergrass
Title: _____
Date: _____

Attachment: _ISA Instructor Agreement FILLABLE (Fire: Fresno College Agreement for Fire Training)

ATTACHMENT 1

FRESNO CITY COLLEGE

ISA COURSE FORM

AGENCY: City of Hanford Fire Department

This course is presented under the ISA contract between Fresno City College and the above agency pursuant to the terms of said contract. The parties agree to offer the course described herein, under the same terms and conditions as set forth in said contract.

COURSE TITLE: Advanced Firefighter Continuing Education

COURSE NUMBER: FIRET-233 COURSE HOURS: 24-80 UNITS: 0.4-1

DESCRIPTION:

Satisfies annual mandatory continuing education requirements of local Fire Agencies, Fresno County Health Department, the California State Fire Marshal's Office, and appropriate sections of the California Code of Regulations; may be offered in seminar, lecture, and/or lab format; specific course deliver method to be determined by each respective agency.

Attachment: _ISA Master Agency Agreement Attachment I (Fire: Fresno College Agreement for Fire Training)

MASTER INSTRUCTIONAL SERVICE AGREEMENT
BETWEEN
FRESNO CITY COLLEGE AND
CITY OF HANFORE FIRE DEPARTMENT

This Agreement is made and entered into this 1st day of July, 2018 by and between Fresno City College (FCC), a college of the State Center Community College District (SCCCD), and City of Hanford, a municipal corporation, (CITY) (together, "the parties").

WITNESSETH

WHEREAS, FCC is authorized by the California Education Code ("Education Code") and Title 5 of the California Code of Regulations ("Title 5"), to conduct Contract Instruction, Assessment and Counseling Services to serve community needs; and

WHEREAS, CITY desires to contract with FCC for to provide educational services to its in-service personnel as set forth herein; and

WHEREAS, the parties mutually desire cooperation of the parties to provide quality instruction and training to meet community needs, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, FCC and CITY mutually agree as follows:

Section 1. RESPONSIBILITIES OF FCC

a. FCC shall offer approved courses to meet educational needs and requirements of the Hanford Fire Department's (HFD's) in-service personnel (all class participants are in-service fire personnel and shall hereafter be referred to as "students"), as specified by HFD.

b. FCC shall provide a coordinator to work with HFD. Said coordinator shall act as the HFD co-director for all FCC affiliated educational courses. Under no circumstances, however, shall the coordinator have authority over the remaining operations of HFD, including but not limited to, personnel issues concerning HFD employees, operational budget, or the use, maintenance, or scheduling of HFD facilities.

c. FCC and HFD will mutually ensure ancillary and support services are provided for the students. (e.g. Counseling, Guidance, & Placement Assistance).

d. FCC shall assist the HFD in registration and other support services to students in order to adequately manage and control its course offerings.

e. FCC shall approve of the selection of instructors and facilitators and

Attachment: _ISA Master Agency Agreement (Fire: Fresno College Agreement for Fire Training)

evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of FCC. FCC shall have the primary right to control and direct the instructional activities of all instructors.

f. FCC shall ensure that course offerings meet all appropriate requirements of the Education Code and Title 5.

g. FCC shall consult the HFD on any revisions to existing FCC courses designed for the HFD program, initiation of new courses, or any other changes, in order to ensure the quality of educational services and to meet the needs of the HFD.

h. FCC shall provide the use of its facilities and equipment free of charge for use by the HFD, on an as-needed, space available basis for affiliated programs. FCC shall attempt to provide use of said facilities and equipment during normal business hours.

i. FCC shall demonstrate control and direction through such actions as: providing the instructor of record an orientation, instructor's manual, Title 5 course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide its hourly instructors on campus.

j. FCC shall waive the health fee for all HFD students.

k. By signing this Agreement, FCC certifies it does not receive full compensation for direct education costs of the course from any public or private agency, individual or group.

l. FCC has the primary right and responsibility to control and direct the activities of the person or persons furnished by the CITY during the term of the Agreement.

Section 2. RESPONSIBILITIES OF HFD

a. HFD shall provide classroom space for use as off-campus sites by FCC, free of charge for affiliated programs. HFD shall make a good faith effort to schedule use of said facilities during normal business hours.

b. HFD shall provide instructors, facilitators, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct FCC's affiliated educational programs.

c. HFD shall cooperate with FCC to ensure all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to Education Code and Title 5 mandated standards governing instructional programs, including minimum qualifications for instructors.

d. CITY shall use the money received as compensation for services under this Agreement for educational and training related purposes as they relate to fire and public safety training programs.

e. HFD shall assist FCC in collecting all instructional fees associated with the class offerings under this Agreement.

f. Records of student attendance and achievement shall be maintained by

Attachment: _ISA Master Agency Agreement (Fire: Fresno College Agreement for Fire Training)

HFD. Records will be open for review at all times by officials of the college and submitted on a schedule developed by FCC.

g. By signing this Agreement, CITY certifies the training facility is open to the public and the instructional activities agreed upon herein will not be fully funded by other sources.

Section 3. PAYMENT FOR SERVICES

a. In consideration of the services provided herein, FCC shall pay CITY $3.50 per student instructional hour eligible for state general apportionment.

b. For fiscal year 2018/2019 (for purposes of this Agreement, "fiscal year" begins July 1 and ends June 30), said hours shall not exceed 101,200 Student Instructional Hours or 192.76 Full Time Equivalent Students (FTES), unless mutually agreed prior to May 1, 2019. The same limits shall apply in each subsequent fiscal year, unless otherwise agreed in writing by the parties.

c. Any subsequent year's student instructional hour cap shall be determined at lease sixty (60) days prior to the start of the next fiscal year.

d. CITY shall submit to FCC an invoice of all mutually agreed upon instructional hours provided under this Agreement. FCC shall pay CITY the agreed contract price within 45 days.

e. Instructional hours are defined as those hours reported on SCCCD's CCFS-320, California Community Colleges Apportionment Attendance Reports, which are subject to audit by SCCCD's independent auditor and the California Community Colleges Chancellor's Office.

Section 4. INDEMNIFICATION

a. CITY shall indemnify, hold harmless and defend FCC, and each of its officers, officials, agents, and volunteers from and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, FCC or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code Section 810 et seq.

b. FCC shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CITY, FCC or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions of FCC or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein

Attachment: _ISA Master Agency Agreement (Fire: Fresno College Agreement for Fire Training)

shall constitute a waiver by FCC of governmental immunities including California Government Code Section 810 et seq.

c. In the event of concurrent negligence on the part of FCC or any of its officers, officials, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

d. This section shall survive expiration or termination of this Agreement.

Section 5. INSURANCE

a. Each party shall insure its activities in connection with this Agreement and maintain at all times insurance in coverage and limit amounts reasonably necessary to protect itself against injuries and damages arising from the acts or omissions caused by each party, their respective Boards, officers, employees and agents in the performance of this Agreement. This insurance requirement may be satisfied through a program of self-insurance, or insurance coverage afforded to public entities through a Joint Powers Authority (JPA) risk pool.

Section 6. MISCELLANEOUS PROVISIONS

a. If any provisions of this Agreement are found to be, or become, contrary to applicable law or regulations, or court decisions, FCC and CITY agree that the Agreement shall be renegotiated as it relates to said provision, and the remainder of the Agreement shall remain in full force and effect.

b. Term and Termination. The term of this Agreement shall start on July 1, 2018, and terminate on June 30, 2023. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, upon written notice given to the other party at least thirty (30) days prior to the end of the term in which classes are currently in session. In the event of such termination, each party shall fully pay and discharge all obligations accruing to the other party up to and including the .date of termination. Neither party shall incur any additional liability to the other by reason of such termination.

c. Either party hereto maintains the right to cancel services prior to the beginning of each course at no cost to either party to this Agreement.

d. Nondiscrimination. To the extent required by controlling federal, state and local law, the parties shall not employ discriminatory practices in the provision of services, course instruction, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

e. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the use of the aforesaid facilities or services and contains all covenants and agreements between the parties with respect hereto. Each party to this Agreement

Attachment: _ISA Master Agency Agreement (Fire: Fresno College Agreement for Fire Training)

acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification to this Agreement shall be effective only if it is in writing and signed by the CITY and FCC in the form of an amendment to this Agreement.

f. Compliance with Law. In providing the services required under this Agreement, FCC shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

g. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

h. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

i. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

j. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses

k. Notice or correspondence required by this Agreement shall be delivered personally or by United States mail as follows:

To FCC:	Peter Cacossa	To HFD:	Steve Pendergrass
	Career and Technology Center		Fire Department
	2930 E. Annadale		350 W. Grangeville Blvd
	Fresno, CA 93741		Hanford, CA 93232

l. The specific courses covered under this Agreement are described in Attachment 1, which are incorporated herein by this reference.

m. In addition to the specific course noted above, the parties may offer additional courses under this Agreement on the same terms and

Attachment: _ISA Master Agency Agreement (Fire: Fresno College Agreement for Fire Training)

conditions. HFD shall provide FCC of any desire to add a class with a minimum of 40 days' notice to FCC before the desired class start date. Each additional course of instruction shall require a written agreement to offer the course signed by HFD's Fire Chief or designee and the FCC President or designee. The course details must be set forth in writing as with the courses listed above and will become attachments to this Agreement.

n. ELECTRONIC SIGNATURE: The parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Fresno, California to be effective July 1, 2018.

City of Hanford, a Municipal Corporation	**Fresno City College, a college of the State Center Community College District**
_____ Steve Pendergrass, Fire Chief Hanford Fire Department	_____ Mr. Edwin Eng Vice Chancellor Finance and Administration
_____ Mario Cifuentez, City Manager City of Hanford	REVIEWED AND RECOMMENDED FOR APPROVAL
APPROVED AS TO LEGAL FORM:	_____ Dr. Carole Goldsmith, President Fresno City College
_____ Ty Mizote City of Hanford Attorney	APPROVED AS TO LEGAL FORM:
	_____ Gregory Taylor, District Counsel

Attachment: _ISA Master Agency Agreement (Fire: Fresno College Agreement for Fire Training)

AGENDA
STAFF REPORT

MEETING DATE: 10/18/2022	**AGENDA SECTION:** A

SUBJECT:
Police: Discussion and consideration of Automated License Plate Reader (ALPR) System and associated costs for the acquisition of 25 Automated License Plate Reader Cameras from Flock Camera Systems

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RECOMMENDATION:
That the City council discuss the possible purchase of the Flock Camera Systems and the General Fund budget impacts for a possible contract in the amount of $71,250 and ongoing cost of $62,500 per year from the General Fund.

Option 1: Direct staff to include as a possible project in the next two year budget Capital Improvement Program;
Option 2: Authorize purchase agreement with Insight Public Sector and appropriate funding immediately in current fiscal year and future years
Option 3: Do not consider implementation at this time and have staff bring back at a later date when additional funding is identified.

BACKGROUND:
On September 20, 2022, City Council was provided detailed information on this camera image system or Automated License Plate Reader (ALPR) and its capabilities. As part of that discussion Council asked staff to return with a proposal for further consideration of additional cameras. The Hanford Police Department (PD) believes this system has the ability to be a game changer in the investigation of vehicle thefts to include vehicle burglaries, catalytic converter thefts, residential/commercial burglaries and gang investigations.

As shown in many other communities where these cameras are in operation they have experienced a decrease in crimes. This system is not facial recognition and does not have the ability to be.

This system will;

1. Take a photo of vehicle license plates that drives by.
2. Provide a searchable database of vehicle plates.
3. Assist in silver and amber alerts.
4. Database is only accessible via login and entry of a criminal incident.
5. Provide notification of stolen vehicles entered into the state system.
6. Be fully audited for all inquires made into it.
7. Have a citizen accessible portable explaining its use and searches conducted.
8. Be audited annually to ensure it is properly be used.

This system will not;
1. Be used for immigration enforcement.
2. Be used for proposes other that law enforcement related issues.
3. Be able to identify people in the vehicle via facial recognition.
4. Be used for any other vehicular enforcement reasons.

The gathered license plates are only imaged and checked against hot sheets, such as missing persons, stolen vehicles and local all points bulletins. The information is not checked for registration or any other violations and does not provide alerts into these issues.

Just for information this is one of the least sensitive informational resources the Hanford Police Department has access to. The amount of data being entered into the system makes it almost useless as a resource for anything other than searches for information on criminal matters. The Hanford Police Department has many other programs that can provide us with more sensitive information in a better organized manner. These other systems are also fully audited and logged by user.

If approved, staff recommends Council authorize a purchasing agreement with Insight Public Sector (Chandler, AZ) for the proposed system. Attached is a quote provided obtained through Omnia Partners a cooperative purchasing group of which the City is a member of which has solicited bids and proposals in a competitive process. In the attachments you will also find the proposed and reviewed by Hanford PD camera placement for our City.

FISCAL IMPACT:
For the purchase, maintenance, storage and ongoing cost of 25 cameras would require a budget appropriation in the amount of $71,250 initially from the General Fund. The City would then require appropriation from the General Fund in future years the on-going cost of $62,500 annually.

ATTACHMENTS:
Hanford PD x Flock - InsightOMNIA Quote
Flock Deployment Strategy
All cameras deployment.

INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 11298541

HANFORD POLICE DEPARTMENT
ACCOUNTS PAYABLE
425 N IRWIN ST
HANFORD CA 93230-4425

SHIP-TO

HANFORD POLICE DEPARTMENT
JUSTIN VALLIN
425 N IRWIN ST
HANFORD CA 93230-4425

Quotation

Quotation Number	: 225550078
Document Date	: 10-OCT-2022
PO Number	:
PO release:	:
Sales Rep	: Damien Tran
Email	: DAMIEN.TRAN@INSIGHT.COM
Telephone	:

We deliver according to the following terms:

Payment Terms	: Credit Card
Ship Via	: Insight Assigned Carrier/Ground
Terms of Delivery:	: FOB DESTINATION
Currency	: USD

Material	Material Description	Quantity	Unit Price	Extended Pr
FLCK-FALCON-2-LE	FALCON INFRASTRUCTURE-FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT ™ TECHNOLOGY + MACHINE LEARNING RNING SOFTWARE AND REAL-TIME ALERTS FOR UNLIMITED USERS OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	25	2,500.00	62,500.
PS-IMP-STD	STANDARD IMPLEMENTATION SERVICE ONE TIME FEE, INCLUDES CAMERA SETUP, SHIPPING & HANDLING, MOUNTING EQUIPMENT & IMPLEMENTATION OF FLOCK SAFETY FALCON CAMERA PER STANDARD IMPLEMENTION SERVICE BRIEF OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	25	350.00	8,750.

Services Subtotal	71,250
TAX	0
Total	71,250

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insi account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Damien Tran

DAMIEN.TRAN@INSIGHT.COM

Attachment: Hanford PD x Flock - InsightOMNIA Quote (PD: Discussoin and consideration of Automated License Plate Reader System)

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-polici link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless yo and the applicable supplier have a separate agreement which governs.
https://www.insight.com/terms-and-policies

Attachment: Hanford PD x Flock - InsightOMNIA Quote (PD: Discussoin and consideration of Automated License Plate Reader System)

flock safety

FLOCK SAFETY FLOWDOWN GOVERNMENT AGENCY TERMS

This Flock Safety Flowdown Government Agency Terms (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block of the Order Form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) ("**Notifications**");

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("**Permitted Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Agency Data***" means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2 ***"Agency Generated Data"*** means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

Attachment: Hanford PD x Flock - InsightOMNIA Quote (PD: Discussoin and consideration of Automated License Plate Reader System)

1.3. "***Agency Hardware***" means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.4. "***Aggregated Data***" means information that relates to a group or category of individuals, from which any potential individuals' personal identifying information has been permanently "anonymized" by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.5 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.6 "***Deployment Plan***" means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.7 "***Documentation***" means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.8 "***Embedded Software***" means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.9 "***Falcon Flex***" means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.10 "***Flock Hardware***" means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.11 "***Flock IP***" means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.12 "***Flock Safety Falcon™***" means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

Attachment: Hanford PD x Flock - InsightOMNIA Quote (PD: Discussoin and consideration of Automated License Plate Reader System)

1.13 "***Flock Safety Raven™***" means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.14 "***Flock Safety Sparrow™***" means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.16 "***Footage***"means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.17 *"**Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.18 *"**Implementation Fee(s)**"* means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.

1.19 "***Installation Services***" means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.20 "***Non-Agency End User(s)***" means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.21 "***Services***" or "***Flock Services***" means the provision, via the Web Interface, of Flock's software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.22 "***Support Services***" means Monitoring Services, as defined in Section 2.10 below.

1.23 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.

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1.24 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.25 "***Wing Suite***" means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.26 "***Wing Livestream***" means real-time video integration with third-party cameras via the Flock interface.

1.27 "***Wing LPR***" means software integration with third-party cameras utilizing Flock's Vehicle Fingerprint Technology™ for license plate capture.

1.28 "***Wing Replay***" means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.29 "***Vehicle Fingerprint™***" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third Party service providers are the agency's sole and exclusive remedy and

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Flock's sole and exclusive liability with regard to such third-Party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-Party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 **Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 **Usage Restrictions.**

2.5.1 **Flock IP.** The Permitted Purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

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2.5.2. **Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 **Suspension.**

2.7.1 **Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose ("***Service Suspension***"). AgencyAgency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for

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any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 **Installation Services.**

2.8.1 ***Designated Locations.*** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("***Designated Location***") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 ***Agency Installation Obligations.*** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock

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Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations***"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 ***Flock's Obligations.*** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 ***Ownership of Hardware.*** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made

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by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 **Special Terms.** From time to time, Flock may offer certain Special Terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 **Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

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3.1 **Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors . The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such

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Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third Party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third Parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third Party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.4. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7)

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days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 **Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

[Reserved]

6. TERM AND TERMINATION

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6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of $500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

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6.4 **No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

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7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR

Attachment: Hanford PD x Flock - InsightOMNIA Quote (PD: Discussoin and consideration of Automated License Plate Reader System)

TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

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8.4 **Indemnity.** Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

9. MISCELLANEOUS

9.1 **Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

9.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

9.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

9.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this

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Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

9.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

9.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

9.7 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

9.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be

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governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

9.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

9.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

9.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

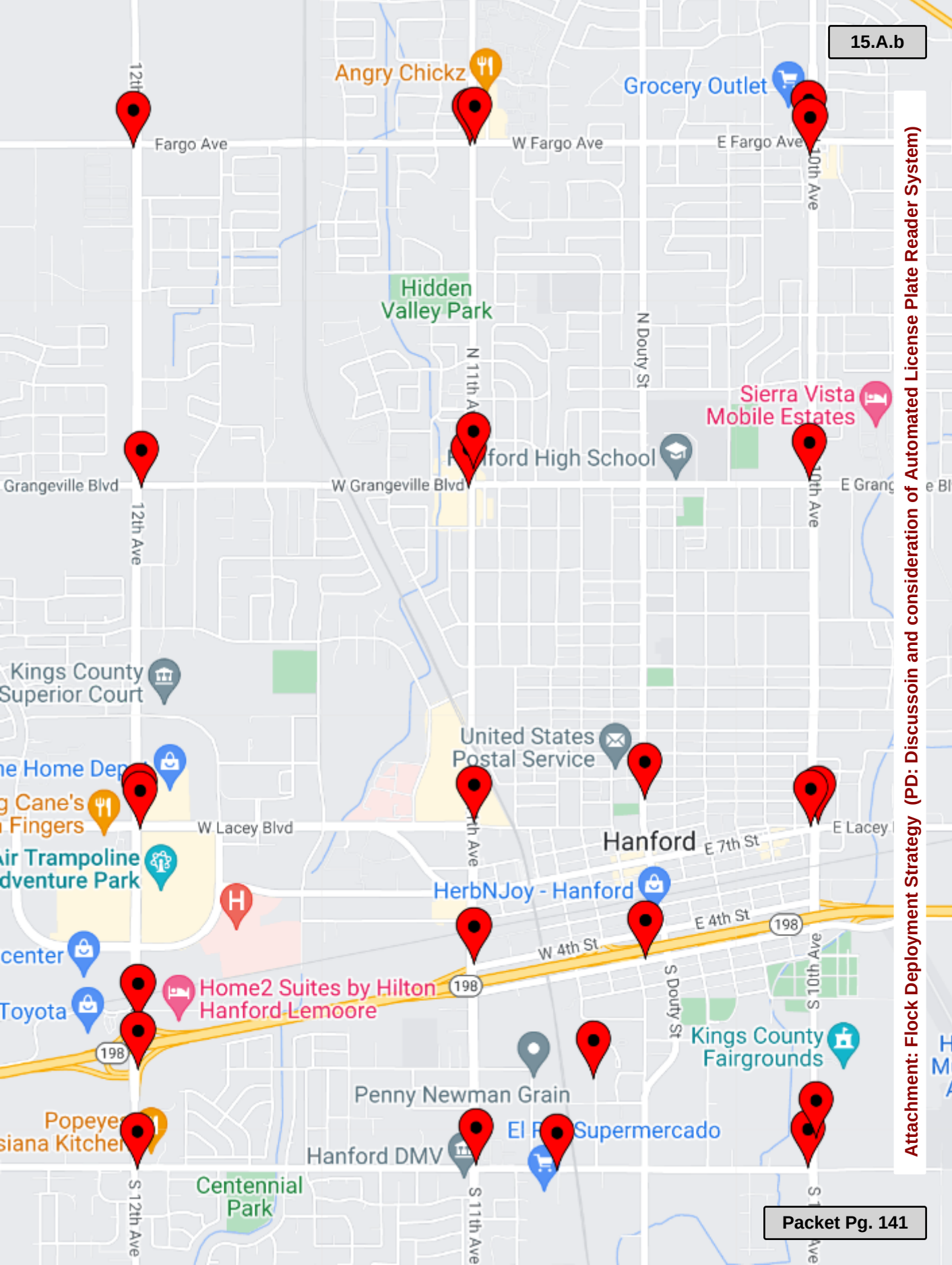
1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

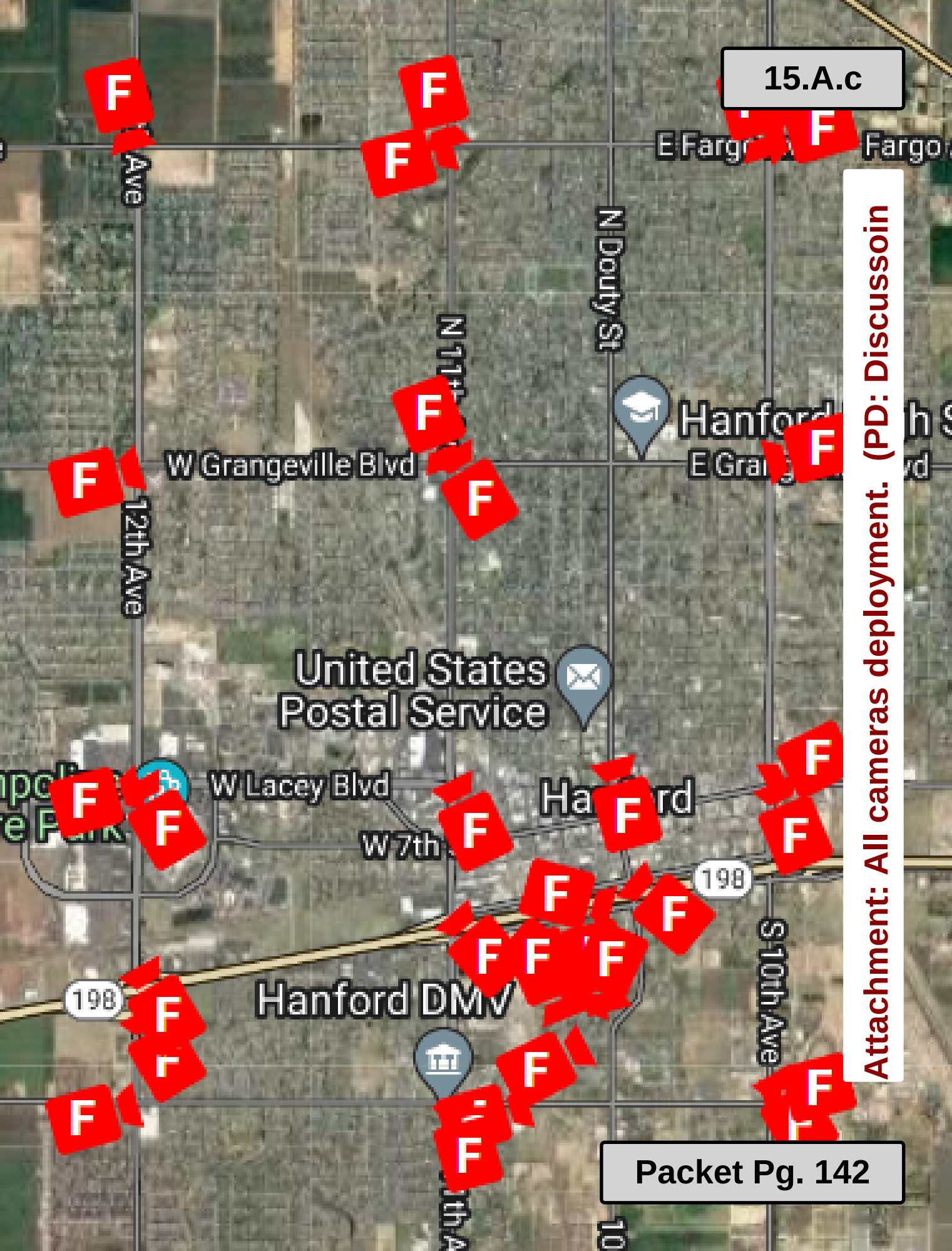
ADDRESS:
_____

_____
ATTN: _____
EMAIL: _____

Attachment: Hanford PD x Flock - InsightOMNIA Quote (PD: Discussoin and consideration of Automated License Plate Reader System)



Attachment: Flock Deployment Strategy (PD: Discussoin and consideration of Automated License Plate Reader System)



Attachment: All cameras deployment. (PD: Discussoin

AGENDA
STAFF REPORT

MEETING DATE: 10/18/2022	**AGENDA SECTION:** B

SUBJECT:
Fire: Authorization for Interwest Consulting Group, Bureau Veritas, and Fire Safety Solutions to provide on-call fire plan check and fire safety inspection services; each contract not to exceed $100,000 annually for the City of Hanford.

RECOMMENDATION:
That the City Council, by motion, Authorize Interwest Consulting Group (Roseville, CA), Bureau Veritas (Sacramento, CA), and Fire Safety Solutions (Fresno, CA) to provide on-call fire plan check and fire safety inspection services, with each contract not to exceed $100,000 annually for the City of Hanford.

BACKGROUND:
The City currently uses Interwest Consulting Group to provide on-call fire plan check and occasional inspection services. As the City utilizes consulting services to provide required plan check services and occasionally fire inspection services, it is necessary that the City open opportunities and validate our agreements for reliable customer service.

On August 31, 2022, staff posted online with BidNet a solicitation of Statement of Qualifications (SOQ) for fire plan check services. By the deadline on September 30, 2022, staff received proposals from Interwest Consulting Group, Bureau Veritas, and Fire Safety Solutions. All Proposals have been reviewed by staff and the firms were deemed to be qualified to provide the requested services.

Based on projected work load, staff is asking Council to set a not to exceed limit for each consultant of $100,000 annually, which would be paid for from application fees submitted for projects. Typically the City collects under $200,000 annually, however, one large project alone could have significant costs/fees to collect. In either case, applications fees are set to cover the cost of all plan reviews and inspections. Based on availability of services, projects will be rotated to the qualified firms.

Staff is requesting that Council authorize these firms to provide these services on an as-needed basis for a five-year contract term.

FISCAL IMPACT:

ATTACHMENTS:
Resolution 22-40-R

RESOLUTION NO. 22-40-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD, CALIFORNIA, AUTHORIZING INTERWEST CONSULTING GROUP, BUREAU VERITAS, AND FIRE SAFETY SOLUTIONS TO PROVIDE ON-CALL FIRE PLAN CHECK AND ON-CALL FIRE INSPECTION SERVICES

At regular meeting of the City Council of the City of Hanford duly called and held on October 18, 2022, it was moved by Council Member, and seconded by Council Member, and carried that the following resolution be adopted

WHEREAS, the City uses several consulting firms to provide on-call fire plan checks, and occasionally fire inspection services; and,

WHEREAS, Interwest Consulting Group, Bureau Veritas, and Fire Safety Solutions have approved Requests for Qualifications for on-call plan check and fire inspection services on file; and,

WHEREAS, the invoiced costs associated with these services provided may exceed $50,000 each fiscal year; and,

NOW, THEREFORE, BE IT RESOLVED that the Hanford City Council authorizes Interwest Consulting Group, Bureau Veritas, and Fire Safety Solutions to provide on-call plan check and fire inspection services as needed for the City of Hanford.

PASSED, ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Hanford held on October 18, 2022, by the following vote:

AYES: _____

NOES: _____

ABSTAIN:_____

ABSENT:_____

Approved _____
Kalish Morrow
Mayor of the City of Hanford

ATTEST:

_____
Natalie Corral
City Clerk

STATE OF CALIFORNIA)

COUNTY OF KINGS)

Attachment: Resolution 22-40-R (Fire: Authorization for Contract Plan Check and Fire Inspection Services)

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 4th day of October 2022.

Date: _____ _____

City Clerk

Attachment: Resolution 22-40-R (Fire: Authorization for Contract Plan Check and Fire Inspection Services)

AGENDA
STAFF REPORT

MEETING DATE: 10/18/2022	**AGENDA SECTION:** C

SUBJECT:
Council: Consideration of the reformation of a Council Ad-Hoc subcommittee to work with the Hanford Chamber of Commerce for consideration of future City support of the Chamber

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RECOMMENDATION:
That the City Council discuss the reformation of an Ad-Hoc subcommittee for the purpose of conducting meetings with the Hanford Chamber of Commerce to discuss the possible future contract.

BACKGROUND:
The City of Hanford has a long history of supporting the Chamber of Commerce. However, over the course of that relationship, various Councils have regularly requested Council agenda items to consider contract terms and the amount of compensation to be provided to the Chamber up to, and including, termination of various contracts.

In July of 2021, the relationship reached the point that the Council appointed Council members Morrow and Saltray to an Ad-Hoc subcommittee, comprised of the City Manager and the two (2) Council members to form a subcommittee to meet with the Chamber board to work on possible contract amendments.

Over the course of the a couple of months, the subcommittee met and requested budget documents from the Chamber and reviewed at least ten (10) years of history and Agreements between the
Chamber and the City. It was determined that, while the Chamber has a history of struggles, their current leadership has placed the organization on a path to becoming self-sufficient. The subcommittee met with the representatives from the Chamber and discussed the current budget and the needs of the
Chamber. During those meetings, the Chamber acknowledged that it could “easily operate” on less funding than their most recent contract provided. The confidence of the Chamber board, and the

updated budget figures, convinced the subcommittee that $20,000 for the current year would be sufficient funding to assist the Chamber in bridging any gap in their budget until they could adopt a
2022 Calendar Year budget that allows them to operate subsidy free and the Council supported the subcommittee's recommendation to terminate the contract with the Chamber effective June 30, 2022.

At the October 4, 2022 City Council meeting, the Chamber requested that the Council consider reforming a committee to work with the Chamber on the possibility of a future contract and some level of compensation. There was Council consideration to bring back an item to discuss the reformation of a subcommittee and that is the reason that this matter is being reconsidered.

FISCAL IMPACT:
No fiscal impact from this Council action.

ATTACHMENTS:

AGENDA
STAFF REPORT

MEETING DATE: 10/18/2022	**AGENDA SECTION:**

SUBJECT:
Council Future Agenda Items

FISCAL IMPACT:

ATTACHMENTS:
Council Future Agenda Items

Council Future Agenda Items				
Originated Date	**Item**	**Originator**	**Staff Lead**	**Date Estimate**
12/21/21	Review of City Ordinance related to property line setbacks for Patio structures and Driveway Awnings	Council Consensus	Tom Webb	12/6/2022
1/18/22	Discussion of options for New Business Incentives in the Downtown District	Council Consensus	Mario Cifuentez	11/15/2022
6/7/2022	Presentation and Review of the City's First-time homebuyers program	Council Consensus	Sandra Lerma	11/1/2022
7/19/2022	Formal direction from Council on roundabouts or signalized intersections in the Downtown Pedestrian and Traffic Safety project	Council Consensus	Various	11/15/2022
8/2/2022	Discussion regarding a process to formally oppose any movement of groundwater outside of the jurisdiction of Kings County	Council Consensus	Jason Waters	11/1/2022
9/20/22	Review of Measurable Objectives for Parks as previously review and approved by Council on June 7, 2022	Council Consensus	Brad Albert	12/6/2022

Attachment: Council Future Agenda Items (Council: Future Agenda Items)