



## City Council Meeting Agenda

May 2, 2023  
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/>

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

#### ROLL CALL BY THE CITY CLERK:

#### PUBLIC COMMENT:

*Study Sessions are considered Special Meetings under the Bown Act. Accordingly, comments from the public are limited to items listed on the agenda (GC 54954.3a). Public Comment will be accepted during each agenda item. 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 and Review of potential projects to include in Capital Improvement Plan (CIP) for upcoming fiscal year 2024 and 2025 Budget and Direction from Council on which projects to prioritize.
- B. Presentation regarding existing and future Downtown lighting and discussion and Council direction regarding the Repair and Replacement Strategy
- C. Discussion of the history of City support for the Hanford Chamber of Commerce and Council consideration of the reformation of a Council Ad-Hoc subcommittee to work with the Chamber on the possibility of future City support

#### CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (54956.9 (d)(2))  
Anticipated litigation involving Annexation 159

#### CALL TO ORDER REGULAR SESSION:

#### ROLL CALL:

## **INVOCATION:**

## **FLAG SALUTE:**

## **RECOGNITION/PROCLAMATION:**

- A. Proclamation for recognition of "National Public Works Week", May 21-27, 2023.

## **COUNCIL REPORTS/GENERAL REPORTS:**

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

## **PUBLIC COMMENT:**

*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 April 4, 2023 Meeting
- C. City Clerk: Approval of the Minutes of the April 18, 2023 Meeting
- D. Administration: Approval of a new 1-year Service Agreement with Main Street Hanford for the same annual compensation amount of \$81,090.
- E. Finance: Acceptance and authorization for staff to File the City of Hanford's Quarterly Investment Portfolio and Transactions Reports as of 03/31/2023.

## **GENERAL BUSINESS:**

- A. Community Development: Authorization to award a contract to Interwest Consulting Group, for an amount not to exceed \$391,944.72 and appropriation of said amount to provide engineering and design services for the Downtown Traffic and Pedestrian Improvements Project.

## **COUNCIL COMMENTS AND COMMUNICATIONS::**

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

- A. Council Future Agenda Items
- B. Upcoming Events and Important Dates:  
May 1: Summer Day Camp Registration opens. Camp dates June 5, 2023 - August 4, 2023. Contact Parks and Community Services for more information at 559-585-2525 or [Register Here](#)

May 4: Thursday Night Market 5:30 pm - 9:00 pm  
May 6: Food Truck Take Over in Civic Park 5:30 pm -9:00 pm  
May 10: Clty/County 2nd Quarter Coordinating Conference 6:00 pm at Fugazzi's hosted by the City of Hanford  
May 13: Helping Hands Volunteer Program YAC/Rotary 1098 Campus Drive 8:00 am - Noon [Sign up here](#)  
May 16: 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](http://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

|                               |                                      |
|-------------------------------|--------------------------------------|
| <b>MEETING DATE:</b> 5/2/2023 | <b>AGENDA SECTION:</b> STUDY SESSION |
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### **SUBJECT:**

Presentation and Review of potential projects to include in Capital Improvement Plan (CIP) for upcoming fiscal year 2024 and 2025 Budget and Direction from Council on which projects to prioritize.

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**Recommendation:** Staff recommends that City Council receive a presentation for fiscal years ending June 30, 2024 and June 30, 2025 for proposed capital improvement projects (CIP) and provide direction on any changes in project priorities.

**Recommended Motion:** No motion is required. City Council recommendations or directions are requested at this time.

### **Outlook and Background:**

#### Overall background

The City of Hanford adopts a two-year (biennial) budget. Part of this is a Capital Improvement Program (CIP) that outlines what capital projects will be done by the City in the upcoming budget period. Fiscal years (FY) 2024 (7/1/2023-6/30/2024) and FY2025 (7/1/2024-6/30/2025) are the upcoming budget years to have an adopted budget. The City adopts a plan for future projects in FY26, FY27 and FY28, anything outside the FY24 and FY25 budget years have no appropriation or authorization to spend (listed for planning purposes).

Staff will review CIP with City Council over the course of the two meetings in May, this meeting and on May 16. Staff have and will meet multiple times prior to Council discussion to work on a balanced and sustainable budget. The schedule for staff budget review with Council is as follows:

May 2, 2023 - CIP Review (General Fund, Other Funds)

May 16, 2023 - CIP Review (Other Funds), Potentially Operating Budget Review

June 6, 2023 - Operating Budget Review

June 20, 2023 - Public Hearing: Budget Adoption, Gann/Appropriation Limit Adoption

### **The General Fund:**

The General Fund is the City's most discretionary funding source that receives revenues from Sales Tax, Property Taxes, Business Tax, Transient Occupancy Tax among other revenues including fees for recovery of costs. There are several areas of essential services that are paid for out of the



General Fund including Policy, Fire, Streets, Administration, Parks/Recreation and Planning/Community Development.

This upcoming budget looks to be very tight for the City's General Fund, it will be a challenge to have a balanced budget, as required by Council-adopted resolution. In addition, economic forecasts indicate a slow down in revenue increases, so cost increases due to inflation and salary increases may be hard pressed to be fully offset. For the past several years, the City has been 'tightening its belt', and in the upcoming budget presentations staff will be looking to tighten even further. However, there are limits as to what can be done as personnel costs are the majority of costs and there are essential costs of operating that must be covered. All non-fixed costs will be scrutinized by staff.

Proving to be a significant challenge to balancing the City's General Fund is the \$12.5 million settlement agreed to in early 2023 of which \$7.5 million has already been paid. This depleted the GF reserve to approximately 6%, well below a 30% goal. The remaining \$5 million must be paid over the next four years at \$1.25 million annually.

Below shows preliminary approximate budget deficits faced by the City's General Fund in the upcoming 2-year budget cycle:

FY24 - \$1+ million

FY25 - \$2+ million

A committee of staff from each department has ranked the General Fund CIP according to the following criteria and made recommendations based on priority for funding on these priorities and timing needs. These recommended rankings are also for the Council's consideration when looking at authorizing funding for CIP. Due to the projected tight budget, no projects are recommended to be funded from the General Fund unless they are offset by grants or reserves, or of utmost need (see attachment "Project Ranking")

## CITY OF HANFORD

General Fund Project Ranking   Level Ranking   Sub Ranking

1: Highest of highest importance, operational impact   A: Health and Safety

2: Useful but lower priority   B: Highly desirable, useful

3: Improvements but can wait

### **Overall for the General Fund, the following principles are recommended:**

- No General Fund CIP unless absolutely considered essential
- No new positions unless fully offset by new revenues or proven cost reductions
- Fees are recommended to offset costs as much as possible
- No new spending from prior budget unless a health or safety issue necessitates a purchase
- Adhering to purchasing procedures for optimal pricing on purchases
- Personnel costs are included at top step of pay in order to anticipate typical unknowns or changes that may occur (there may be some salary savings at year end which helps maintain a balanced budget and will help the City recover its reserve)
- After budget adoption, staff will look to enhance cost allocations to offset General Fund costs in order to confirm other funds pay their appropriate share

- As needed and available, re-allocate reserves for CIP priority projects. Although this will delay other projects/needs, higher priority needs can be funded without currently impacting the General Fund

A structurally deficit budget is something that should not occur per City Council resolution, plus it is not sound fiscal practice and unsustainable in the long term. Should a balanced budget prove especially challenging, staff will consider the following recommendations (among others not listed):

- Defer reserve (set asides) for future purchases (such as vehicles, equipment and facilities)
- Enact freeze on any new positions in the General Fund until a balanced budget is adopted
- Freeze vacant General Fund positions unless essential for ongoing operations

### **Enterprise Funds, Special Revenue Funds and Other Funds**

Similar principles of budgeting apply to these other areas of the City's budget. However, for enterprise funds rates paid by users offset the costs of service. The City's primary Enterprise Funds are Water, Sewer, Storm Drain and Refuse. Some of the City's Special Revenue Funds are Gas Tax, Road Rehabilitation Account, Transportation Development Act, and CDBG. In almost all cases it is important to remember, these funds do not pay for General Fund activities and should support their own activities.

A budget will in most cases be balanced (covered by revenues coming in) but capital needs will need to be prioritized in order to maintain a healthy reserve (15% goal for other funds) for fiscal emergencies and adequate coverage for debt service. Funds outside of the General Fund may only be used for specific purposes. Consideration of what resources are available for investment in capital projects is an important effort as covered by tonight's review of a draft Capital Improvement Program.

### **For Enterprise and Internal Service Funds, the following are noteworthy observations:**

- Transportation funds are limited, projects need to be prioritized~ General Fund is an option but not recommended as there are many other demands for that funding- CIP needs to be prioritized by Fund in order to have financial sustainability, planning years are useful to line up projects for grants or opportunities to advance should funding become available
- Rate studies will be conducted for Water, Sewer and Storm Drain during the upcoming fiscal year
- The Housing Division is offset partially by CDBG and other housing funds (federal and state), however, the General Fund must pay for any portion not offset (approximately \$150,000 the last couple of years)
- Allocations/costs charged to Enterprise Funds will be reviewed to consider most complete cost recovery to the General Fund

### **Fiscal Impact:**

This item is to review how the City's Capital Improvement Plan (CIP) will be budgeted for FY24 and FY25 and planned through the following three years, FY26, FY27 and FY28. The Council may make changes as it desires before, at budget adoption or anytime thereafter.

### **ATTACHMENTS:**

1. Funding Source Report w fund balance 4.25.2023 ACO
2. Funding Source Report w fund balance GENERAL FUND

| Funding Source                   | Project Number | Request Title                                   | Project Total  | To Date     | FY2024         | FY2025       | FY2026      | FY2027      | FY2028      | Total          |
|----------------------------------|----------------|-------------------------------------------------|----------------|-------------|----------------|--------------|-------------|-------------|-------------|----------------|
| Accumulated Capital Outlay       |                | Beginning Fund (estimated) balance available    |                |             | \$1,160,124.00 | \$108,184.00 | \$43,904.00 | \$43,904.00 | \$43,904.00 |                |
|                                  |                | Capital requests                                |                |             | \$1,051,940.00 | \$64,280.00  | \$0.00      | \$0.00      | \$0.00      |                |
|                                  |                | Ending Fund balance available                   |                |             | \$108,184.00   | \$43,904.00  | \$43,904.00 | \$43,904.00 | \$43,904.00 |                |
| Accumulated Capital Outlay       | 821611         | YAC CONCESSION BLDG RESTORATION **821611        | \$330,270.00   |             | \$330,270.00   |              |             |             |             | \$330,270.00   |
|                                  | 823602         | VETERANS BUILDING ROOF REPL **823602            | \$22,560.00    |             | \$22,560.00    |              |             |             |             | \$22,560.00    |
|                                  | 823601         | FIRE STA 1 CONCRETE REPL **823601               | \$50,590.00    |             | \$50,590.00    |              |             |             |             | \$50,590.00    |
|                                  | 823611         | EARL F JOHNSON PARK RENO **823611 *Multi funded | \$252,000.00   |             | \$252,000.00   |              |             |             |             | \$252,000.00   |
|                                  | 822604         | CIVIC AUD SEWER MAIN REPLACEMENT **822604       | \$69,512.00    | \$5,232.00  |                | \$64,280.00  |             |             |             | \$69,512.00    |
|                                  | 823607         | CIVIC AUD HARDWOOD FLOOR REPLACEMENT **823607   | \$53,460.00    |             | \$53,460.00    |              |             |             |             | \$53,460.00    |
|                                  | 823606         | CIVIC AUD ACOUSTIC CEILING REPLACEMENT **823606 | \$196,190.00   |             | \$196,190.00   |              |             |             |             | \$196,190.00   |
|                                  | 820634         | CITY HALL SECURITY PROJECT **820634             | \$180,000.00   | \$77,600.00 | \$102,400.00   |              |             |             |             | \$180,000.00   |
|                                  | 823603         | CIVIC AUD INTERIOR PAINTING **823603            | \$44,470.00    |             | \$44,470.00    |              |             |             |             | \$44,470.00    |
| Total Accumulated Capital Outlay |                |                                                 | \$1,199,052.00 | \$82,832.00 | \$1,051,940.00 | \$64,280.00  | \$0.00      | \$0.00      | \$0.00      | \$1,199,052.00 |

| Funding Source | Project Number | Request Title                                                                    | Project Total      | Project Ranking | FY2024          | FY2025         | FY2026       | FY2027         | FY2028          |
|----------------|----------------|----------------------------------------------------------------------------------|--------------------|-----------------|-----------------|----------------|--------------|----------------|-----------------|
| General Fund   |                | Beginning Fund (estimated) balance available                                     |                    |                 |                 | \$0.00         | \$0.00       | \$0.00         | \$0.00          |
|                |                | Capital requests                                                                 |                    |                 | \$8,464,300.00  | \$1,903,395.00 | \$0.00       | \$0.00         | \$0.00          |
|                |                | Grant funding                                                                    |                    |                 | \$11,720,443.00 | \$1,903,395.00 | \$0.00       | \$0.00         | \$0.00          |
|                |                | General Fund need                                                                |                    |                 | -\$3,256,143.00 | \$0.00         | \$0.00       | \$0.00         | \$0.00          |
|                |                | Ending Fund balance available                                                    |                    |                 | \$0.00          | \$0.00         | \$0.00       | \$0.00         | \$0.00          |
| Funding Source | Project Number | Request Title                                                                    | Project Total      | Project Ranking | FY2024          | FY2025         | FY2026       | FY2027         | FY2028          |
| General Fund   | New            | Station 2 Updated Alerting System                                                | \$95,000.00 1A     |                 |                 |                |              |                | \$95,000.00     |
|                | New            | Station 1 Updated Alerting System                                                | \$95,000.00 1A     |                 |                 |                | \$95,000.00  |                |                 |
|                | New            | New Public Safety Building                                                       | \$30,000,000.00 1A |                 |                 |                | \$500,000.00 | \$1,500,000.00 | \$28,000,000.00 |
|                | New            | Replace Battalion Chief Response Pickup with Buildup                             | \$80,000.00 1A     |                 |                 |                |              |                | \$80,000.00     |
|                | New            | System Integration for AVL Dispatch                                              | \$40,000.00 1A     |                 |                 |                | \$40,000.00  |                |                 |
|                | New            | New Battalion Chief Response Pickup with Buildup                                 | \$80,000.00 1A     |                 |                 | \$80,000.00    |              |                |                 |
|                | New            | Freedom Playground Resurfacing Project                                           | \$45,000.00 2A     |                 |                 |                | \$45,000.00  |                |                 |
|                | New            | Freedom Splash Pad Refurbishment                                                 | \$15,000.00 2A     |                 |                 |                | \$15,000.00  |                |                 |
|                | New            | ADA Parks/Recreation Modifications                                               | \$133,500.00 2A    |                 |                 |                | \$44,500.00  | \$44,500.00    | \$44,500.00     |
|                | NEW            | Remove or Upgrade Mid Block crosswalks in Downtown                               | \$163,000.00 2A    |                 |                 |                | \$163,000.00 |                |                 |
|                | New            | Completion of ALPR Camera system install                                         | \$82,500.00 2A     |                 |                 |                | \$43,500.00  | \$39,000.00    |                 |
|                | New            | Replace Bathroom Fixtures at PAL Building                                        | \$11,000.00 2A     |                 |                 |                |              |                | \$11,000.00     |
|                | New            | Portable Training Tower                                                          | \$465,000.00 2A    |                 |                 |                | \$465,000.00 |                |                 |
|                | New            | Fire Station 2 Asphalt Repair / Replacement                                      | \$165,000.00 2A    |                 |                 |                | \$165,000.00 |                |                 |
|                | New            | Fire Station 1 Asphalt Repair / Replacement                                      | \$190,000.00 2A    |                 |                 |                | \$190,000.00 |                |                 |
|                | New            | New Fire Engine Pumper - 2                                                       | \$950,000.00 2A    |                 |                 |                |              |                | \$950,000.00    |
|                | New            | Park Drinking Fountain Replacement Project                                       | \$187,500.00 2B    |                 |                 |                | \$105,000.00 | \$40,000.00    | \$42,500.00     |
|                | New            | Centennial and Coe Park Basketball Renovation                                    | \$300,000.00 2B    |                 |                 |                | \$150,000.00 | \$150,000.00   |                 |
|                | New            | Street Medians Landscape Renovation                                              | \$310,000.00 2B    |                 |                 |                | \$155,000.00 |                | \$155,000.00    |
|                | New            | Hallway walls in the upstairs of PD.                                             | \$11,000.00 2B     |                 |                 |                |              | \$11,000.00    |                 |
|                | New            | Restroom Building Replacement (COE, Lacey, Cent, HVP)                            | \$610,000.00 3A    |                 |                 |                | \$305,000.00 |                | \$305,000.00    |
|                | New            | Coe Park Sidewalk and Parking Lot Upgrade                                        | \$100,000.00 3A    |                 |                 |                |              | \$100,000.00   |                 |
|                | NEW            | Replace the driveway approach at the Golden West Credit Union Public Parking Lot | \$35,000.00 3A     |                 |                 |                |              |                | \$35,000.00     |
|                | NEW            | Replace City Hall Parking Lot Driveway                                           | \$41,500.00 3A     |                 |                 |                |              |                | \$41,500.00     |
|                | 823649         | COMPREHENSIVE ACTV TRANS PLAN **823649 GRANT funded                              | \$256,143.00 3A    |                 | \$256,143.00    |                |              |                |                 |
|                | New            | Bauer Air Compressor Replacement                                                 | \$79,500.00 3A     |                 |                 |                |              | \$79,500.00    |                 |
|                | New            | Fire Station 1 Extractor Replacement                                             | \$12,000.00 3A     |                 |                 |                |              | \$12,000.00    |                 |
|                | New            | Fire Station 2 Extractor                                                         | \$14,000.00 3A     |                 |                 |                | \$14,000.00  |                |                 |
|                | New            | Fire Station 4 Design and Build                                                  | \$11,772,000.00 3A |                 |                 |                |              |                | \$11,772,000.00 |
|                | New            | New Ladder Truck                                                                 | \$1,600,000.00 3A  |                 |                 |                |              |                | \$1,600,000.00  |
|                | New            | Centennial Parking Lot Refurbish                                                 | \$110,000.00 3B    |                 |                 |                |              |                | \$110,000.00    |
|                | New            | Roofing Project at Centennial                                                    | \$60,000.00 3B     |                 |                 |                |              | \$60,000.00    |                 |
|                | New            | Freedom Dog Park                                                                 | \$25,000.00 3B     |                 |                 |                |              | \$25,000.00    |                 |
|                | New            | Freedom Park Trash Enclosures                                                    | \$12,500.00 3B     |                 |                 |                | \$12,500.00  |                |                 |
|                | New            | Recirculating Systems for Splash Pads                                            | \$1,050,000.00 3B  |                 |                 |                | \$350,000.00 | \$350,000.00   | \$350,000.00    |
|                | New            | Centennial Table and Benches                                                     | \$60,000.00 3B     |                 |                 |                | \$30,000.00  |                | \$30,000.00     |
|                | New            | Civic Park Renovation Project (contingent on GRANT funding)                      | \$3,000,000.00 3B  |                 | \$3,000,000.00  |                |              |                |                 |
|                | New            | Hidden Valley Park Expansion                                                     | \$16,397,855.00 3B |                 |                 |                |              |                | \$16,397,855.00 |
|                | New            | YAC Football Goal Relocation                                                     | \$35,000.00 3B     |                 |                 |                | \$35,000.00  |                |                 |
|                | New            | Lakewood Park Drive Approach and Landscaping Renovation                          | \$35,000.00 3B     |                 |                 |                | \$35,000.00  |                |                 |
|                | New            | Skate Park Drainage Project                                                      | \$40,000.00 3B     |                 |                 |                |              |                | \$40,000.00     |
|                | New            | Rotary Sports Field Reconditioning                                               | \$50,000.00 3B     |                 |                 |                | \$50,000.00  |                |                 |
|                | New            | Lacey Water Conservation Project                                                 | \$160,000.00 3B    |                 |                 |                | \$10,000.00  | \$150,000.00   |                 |
|                | New            | Lacey Park Splash Pad Removal                                                    | \$100,000.00 3B    |                 |                 |                |              |                | \$100,000.00    |
|                | New            | Harris Ball Park / Brown Street Parking Lot                                      | \$425,000.00 3B    |                 |                 |                |              | \$425,000.00   |                 |
|                | New            | Centennial Park Lighting Upgrades                                                | \$200,000.00 3B    |                 |                 |                | \$30,000.00  | \$170,000.00   |                 |
|                | New            | Indoor Multi-Generational Facility *Multi funded                                 | \$600,000.00 3B    |                 |                 |                |              | \$25,000.00    | \$575,000.00    |
|                | New            | 2104 TRANSFER ALL CITY FACILITIES TO VALLEY ALARM                                | \$43,390.00 3B     |                 |                 |                | \$16,210.00  | \$27,180.00    |                 |
|                | New            | Replace Awning Covers at Golden West Credit Union and Workingmans Store          | \$55,500.00 3B     |                 |                 |                | \$55,500.00  |                |                 |
|                | New            | Statistics Software for Fire Departments                                         | \$64,500.00 3B     |                 |                 |                | \$24,500.00  | \$20,000.00    | \$20,000.00     |
|                | New            | Safety Trailer with Tow Vehicle                                                  | \$250,000.00 3B    |                 |                 |                |              |                | \$250,000.00    |
|                | New            | Landscaping Police Department                                                    | \$17,250.00 3B     |                 |                 |                |              |                | \$17,250.00     |
|                | New            | Landscaping PAL Building                                                         | \$20,000.00 3B     |                 |                 |                |              |                | \$20,000.00     |
|                | New            | Awning cover at the back of the POP Building                                     | \$20,000.00 3B     |                 |                 |                |              |                | \$20,000.00     |

| Funding Source | Project Number | Request Title                                                                   | Project Total          | Project Ranking | FY2024                 | FY2025                | FY2026                | FY2027                | FY2028                 |
|----------------|----------------|---------------------------------------------------------------------------------|------------------------|-----------------|------------------------|-----------------------|-----------------------|-----------------------|------------------------|
| NEW            | 1750           | PUBLIC WORKS ENCLOSED WAREHOUSE                                                 | \$250,000.00           | 3B              |                        |                       | \$250,000.00          |                       |                        |
| 822649         |                | HEROES PARK **822649 - GF GRANT FUNDED                                          | \$10,367,695.00        | 3B              | \$8,464,300.00         | \$1,903,395.00        |                       |                       |                        |
| NEW            | 2040           | FLEET DIV-DIESEL EXHAUST FLUID (D.E.F.) DISPENSER FOR FUEL ISLAND *Multi funded | \$18,000.00            | 3B              |                        |                       |                       | \$18,000.00           |                        |
| New            |                | Fire Station 2 Awning for Reserve Equipment                                     | \$30,000.00            | 3B              |                        |                       | \$30,000.00           |                       |                        |
| New            |                | Fire Station 1 Awning for Reserve Equipment                                     | \$33,000.00            | 3B              |                        |                       | \$33,000.00           |                       |                        |
| New            |                | Fire Station 2 Xeriscape                                                        | \$75,000.00            | 3B              |                        |                       | \$75,000.00           |                       |                        |
| New            |                | Fire Station 1 Xeriscape                                                        | \$75,000.00            | 3B              |                        |                       | \$75,000.00           |                       |                        |
|                |                |                                                                                 | <b>\$81,618,333.00</b> |                 | <b>\$11,720,443.00</b> | <b>\$1,983,395.00</b> | <b>\$3,606,710.00</b> | <b>\$3,246,180.00</b> | <b>\$61,061,605.00</b> |



## AGENDA STAFF REPORT

|                               |                                      |
|-------------------------------|--------------------------------------|
| <b>MEETING DATE:</b> 5/2/2023 | <b>AGENDA SECTION:</b> STUDY SESSION |
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### **SUBJECT:**

Presentation regarding existing and future Downtown lighting and discussion and Council direction regarding the Repair and Replacement Strategy

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### **RECOMMENDATION:**

Recommendation: That the City Council provide guidance to staff on the desired character and design of lighting in the downtown for the purpose of future repair and replacement.

### **BACKGROUND:**

Hanford's Downtown has had decorative lights for many decades. A review of historical photographs indicates that the lights have had a consistent character but the location, color, and types of lights have changed several times since their inclusion in the Downtown.

Currently, the City has several decorative lights in the downtown area that will need to be repaired or replaced as part of the regular maintenance process or as part of future projects. Prior to the installation of any lights, a Historic Resource Permit will be needed. Before the need for that process arises, staff is choosing to seek guidance on potential design options that should be considered when replacing and repairing lights in the downtown.

### **FISCAL IMPACT:**

### **ATTACHMENTS:**

None



## AGENDA STAFF REPORT

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| <b>MEETING DATE:</b> 5/2/2023 | <b>AGENDA SECTION:</b> STUDY SESSION |
|-------------------------------|--------------------------------------|

### **SUBJECT:**

Discussion of the history of City support for the Hanford Chamber of Commerce and Council consideration of the reformation of a Council Ad-Hoc subcommittee to work with the Chamber on the possibility of future City support

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### **RECOMMENDATION:**

Recommendation: That the City Council receive the report, discuss the possible reformation of an Ad-Hoc subcommittee, and consider the budget impact of a possible future contract on the City's General Fund.

### **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 was weighing the option of reducing the contract payment or even ending the subsidy altogether. Accordingly, the Council appointed two (2) Council members (Morrow and Saltray) to an Ad-Hoc subcommittee, which also included City Manager, to meet with the Chamber board to work on possible contract amendments.

Over the course of 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, which are attached. It was determined that, while the Chamber has a history of struggles, their current leadership has placed the organization on a path to be able to operate without City funding. 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 operate on less funding than what the City had been providing at that time. Ultimately, the subcommittee chose to recommend to the full Council that the contract be terminated. On October 19, 2021, the Council supported the subcommittee's recommendation to terminate the contract with the Chamber and moved to end the contract at the end of the current term 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.

Local governments' subsidies for area Chambers of Commerce, which help small businesses with various services, are getting more scrutiny from local officials. Especially in these difficult fiscal climates where cities are struggling to provide essential services to the community. Despite common misconceptions, a Chamber of Commerce is more akin to a fraternal organization; in most cases, a Chamber of Commerce does not receive public or governmental funding – a large majority of Chambers of Commerce, existing today, survive as a result of donations and membership dues.

Cities up and down the state of California are having to make difficult financial decisions and many of them have chosen to forgo funding for Chambers of Commerce.

During the March 21, 2023 Review of the FY 2022-23 Mid-Year budget and the April 4, 2023 presentation of the City's Audit, staff made it clear to Council that the Helena settlement had placed the City in a financial position that would place fiscal constraints upon the City's general fund for at least the next four (4) years. Should Council provide direction to staff to reform a subcommittee to discuss a possible contract with the Chamber, staff would advise Council that there is no funding available in the current council-adopted budget and the soonest that funding could be provided would be in July 2023 and only if an adopted budget indicated that there was to be a surplus in the general fund in the upcoming 2-year budget.

#### **FISCAL IMPACT:**

There is no direct fiscal impact as a result of this item or the formation of a subcommittee. Any future decision to provide funding for the Chamber of Commerce would have a direct impact on the City's general fund.

#### **ATTACHMENTS:**

1. 2012 Chamber Agreement
2. 2015 Chamber Accomplishments
3. 7.1.16 Chamber Agreement
4. 2020 Hanford Chamber of Commerce Agreement



**THIRD AMENDED AND RESTATED SERVICES  
AGREEMENT**

\* \* \* \* \*

**THIS AGREEMENT**, made and effective the 1<sup>st</sup> day of **July, 2012**, by and between the **CITY OF HANFORD**, a municipal corporation (hereinafter "City"), and the **CHAMBER OF COMMERCE** of the City of Hanford, a California non-profit corporation duly organized and existing under and by virtue of the laws of the State of California (hereinafter "Chamber").

**W I T N E S S E T H**

In consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS.** This agreement is made and entered into with respect to the following facts:

- a. The Chamber is organized for the purpose of promoting the social, civic, and economic welfare of the City and vicinity;
- b. City is desirous of promoting its advantages as a commercial and industrial center, by disseminating information relative thereto and of soliciting and serving inquiries relative to its possibilities of receiving new commercial and industrial concerns, and providing assistance to existing firms in their growth and expansion plans;
- c. The City is desirous of promoting, soliciting, and serving inquiries relative to visiting the community and connecting visitors with existing businesses.

- d. Chamber operates by and through its board of directors and possesses special knowledge, experience, and facilities for developing and servicing a healthy commercial and industrial community and for developing and servicing visitors; and
- e. The City desires to engage Chamber for the purpose of publicizing and advertising the advantages of the City.
- f. This Third Amended and Restated Services Agreement supersedes that Second Amended and Restated Services Agreement previously executed by the parties.

**2. TERM.**

- a. The term of this Agreement shall be effective from July 1, 2012, until June 30, 2014, except that this Agreement may be terminated by either party as provided herein.
- b. Should Chamber breach any term or condition of this Agreement or fail to perform any of the provisions of this Agreement that it is obligated to perform hereunder, the City shall have the right to immediately terminate this Agreement.
- c. The City or Chamber may terminate this Agreement at any time by giving sixty (60) days prior written notice of termination. The termination shall be effective on the sixty-first (61<sup>st</sup>) day after the date of such written notice. Effective the date of written notice of termination, the City shall not provide any further funding to Chamber. Money distributed to Chamber and remaining unspent upon the date of termination shall be

returned to the City on the date of termination; provided however, Chamber will be entitled to compensation for costs incurred and services provided to the City through the date of termination.

3. **SERVICES:** During the term hereof, the Chamber shall undertake to provide for the benefit of the City services (“Services”) that will advertise and publicize the resources and advantages of the City, including, but not limited to, the following:

- a. The assembly, publication and distribution of information relative to the resources and benefits of the City in an advertising program under the direction of the Board of Directors of the Chamber, which advertising shall be designed to attract new businesses, industries, tourists and travelers to the City;
- b. Engage in business and industrial marketing and outreach efforts, which will include, without limitation:
  - (1) Servicing of unsolicited inquiries;
  - (2) Maintain a close liaison with existing business, industry and government agencies to assist in the further expansion and development of the business and industry of the community;
  - (3) Encourage local businesses and industries to correspond with and invite their manufacturer’s jobbers and wholesalers to investigate the benefits of locating in the City;
  - (4) To have available for business and industry current facts and to maintain a research program in regard to the possibility and advantages of new production;

- (5) Encourage prospects or others who have or may show an interest in the City, in person, by mail and/or by telephone;
  - (6) Encourage prospects or others who may show an interest in the City to visit the City for firsthand information and inspection;
  - (7) Encourage public officials and businessmen to work in teams to call upon potential prospects;
- c. As of April 1, 2013, engage in tourism and travel outreach efforts, which will include, without limitation:
- (1) Assemble, publish and distribute information through an organized advertising program designed to attract conferences and visitors to the City;
  - (2) Promote and coordinate conferences and conference-related activities;
  - (3) Promote and coordinate a school visitation program;
  - (4) Coordinate and provide transportation for visiting groups;
  - (5) Operate the carousel located in Courthouse Square (in the vicinity of the northeast corner of the Eighth Street and Irwin Street intersection) at the times identified in the attached Exhibit "A," which is incorporated by reference; maintain, repair, and refurbish the carousel so that it is placed and remains in good operating and aesthetic condition; and manage all financial matters associated with the carousel; provided however, the City will, at its sole cost and expense:

- (i) inspect on a weekly basis, and
  - (ii) lubricate, and make minor adjustments and repairs to the carousel. "Minor adjustments and repairs" shall be limited to those adjustments and repairs not exceeding FIVE HUNDRED AND NO/100 Dollars (\$500.00) for parts, supplies, labor, and other costs for a single adjustment or repair event. All other costs associated with maintenance, repairs, parts, and labor shall be the sole responsibility of Chamber;
- (6) Develop and market special visitor tours;
- (7) Act as liaison with Amtrak;
- (8) Act as community's liaison to the film industry; and
- d. At meetings scheduled by the City, Chamber's Executive Director shall meet quarterly with representatives of the City and private organizations to plan and coordinate activities and schedule of events; and
- e. Perform such other and additional promotional services as the City may reasonably request.

Should Chamber utilize the 1950 Studebaker fire truck ("Fire Truck") currently owned by the Hanford Conference and Visitor Agency, which truck is commonly known as "Freddy," for the transportation of visiting groups or is used in connection with any other service that Chamber provides hereunder, Chamber shall, prior to utilizing the Fire Truck for any such services, install seat belts for each passenger carried on the Fire Truck, a metal gate at the rear of exterior passenger area, and other safety features and devices identified by the City for the protection of

Fire Truck passengers.

4. **REPORTS.** Chamber will submit written activity reports to the City within five (5) business days of the end of each quarter. The reports will generally describe Chamber's activities and the services provided by Chamber to the City during the preceding quarter.

5. **COMPENSATION.**

- a. Pursuant to the parties' First Amended and Restated Services Agreement, the City previously paid Chamber a total of TWENTY-SEVEN THOUSAND, FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$27,540.00) for services, with the exception of those services identified in Section 3.c. above, to be provided by Chamber during the period July 1, 2012 through June 30, 2013. Chamber acknowledges that this amount has been paid in full by the City.
- b. The parties acknowledge that, as of April 1, 2013, Chamber's duties and responsibilities expanded to include those services identified in Section 3.c. above. Beginning on April 1, 2013 and for each subsequent quarter during the term of this Agreement, the City will pay Chamber in advance a total of TWENTY-ONE THOUSAND, EIGHT HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$21,885.00) per quarter for all services described in Section 3 above, including the additional duties outlined in Section 3.c. above. The City's payments shall be due on July 1, October 1, January 1, and April 1 during the term of this Agreement. The fees paid to the Chamber for any partial quarter will be prorated.

- c. With respect to the quarter beginning on April 1, 2013 and ending on June 30, 2013, the Chamber acknowledges that the City has paid a total of TWENTY-ONE THOUSAND, EIGHT HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$21,885.00) in installments of SIX THOUSAND, EIGHT HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$6,885.00) and TWENTY-ONE THOUSAND AND NO/100 DOLLARS (\$21,000.00), respectively. The Chamber has been paid in full for the services to be provided during the quarter beginning on April 1, 2013 and ending on June 30, 2013.
- d. Should Chamber breach any term or condition of this Agreement or fail to perform any of the provisions of this Agreement that it is obligated to perform hereunder, the City shall have the right to withhold future compensation to Chamber until any such breach is cured or performance made as determined by the City in its sole and absolute discretion.
- e. As additional consideration for the services that Chamber will provide to the City hereunder, Chamber and the City will amend the Chamber's lease covering 113 Court Street, Suite 104 ("Lease") to reduce the rent paid by Chamber to ONE AND NO/100 DOLLAR (\$1.00) for the period July 1, 2013 through June 30, 2014. The parties agree that Chamber's breach of this Agreement shall constitute a breach under the Lease, and Chamber's breach of the Lease shall constitute a breach under this Agreement.

6. **LIAISON.** The City shall appoint a liaison with whom Chamber may communicate. The City will provide its liaison's name to Chamber and will advise Chamber if such person is replaced.

7. **INDEMNIFICATION.** Chamber agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys fees and other expenses which the City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or anyway relate to Chamber, or its employees', agents' and subcontractors' performance of Chamber's responsibilities and obligations contained in this Agreement. This indemnification shall survive the termination of the Agreement.

8. **INSURANCE REQUIREMENTS.**

a. Chamber will, during the term of this Agreement, maintain insurance coverage which shall be at least as broad as:

- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence. Alternatively, Chamber may maintain a CGL policy with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence **and** an umbrella coverage policy with coverage limits of no less than ONE MILLION AND NO/100 DOLLARS



(\$1,000,000) and which has a scope of coverage as broad as Chamber's CGL policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- (2) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Chamber has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.
- (3) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.
- (4) **Carousel/Amusement Device Insurance:** Chamber shall maintain carousel/amusement device liability insurance in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence for bodily injury and personal injury.
- (5) **Umbrella Liability Coverage:** Chamber shall also maintain an umbrella liability policy in an amount of not less than SIX MILLION AND NO/100 DOLLARS (\$6,000,000) to supplement its general liability, automobile liability, and carousel/amusement device insurance policies. Chamber acknowledges that, should

Chamber and the City agree to further expand Chamber's services to include the transportation of visitors, tourists, or other individuals, Chamber and the City will execute an amendment to this Agreement and that City may require Chamber to maintain umbrella liability coverage with a limit in excess of SIX MILLION AND NO/100 DOLLARS (\$6,000,000).

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

- b. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Chamber to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require Chamber to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.
- c. The policies are to contain, or be endorsed to contain, the following provisions:
  - (1) The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and umbrella policies with respect to liability arising out of work or operations performed by or on behalf of Chamber including materials, parts,

or equipment furnished in connection with such work or operations; products used by Chamber; or automobiles owned, leased, hired or borrowed by Chamber. General liability coverage can be provided in the form of an endorsement to Chamber's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- (2) For any claims related to this Agreement, Chamber's insurance coverage shall be primary insurance with respect to the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Chamber's insurance and shall be non-contributory.
- (3) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

- d. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- e. Chamber shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the

required documents prior to the work beginning shall not waive the Chamber's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- f. Chamber hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Chamber may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Chamber agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- g. The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- h. Chamber shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. **INDEPENDENT CONTRACTOR STATUS.** It is understood and agreed that Chamber, in the performance of this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Chamber and its employees shall obtain no retirement benefits or other benefits that accrue to the City's employees and Chamber hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall

create or be construed as creating a partnership, joint venture or any other relationship between the City and Chamber.

10. **NOTICES.** All notices herein required shall be in writing and shall be sent by certified mail, postage prepaid, addressed as follows:

Chamber of Commerce  
113 Court St., Ste. #104  
Hanford, CA 93230  
Attn: Executive Director

City of Hanford  
319 N. Douty Street  
Hanford, CA 93230  
Attn: City Manager

11. **CONFORMANCE TO APPLICABLE LAWS.** Chamber shall comply with all applicable federal, state, and city laws, rules and ordinances. No discrimination shall be made by Chamber in the employment of persons to work under this Agreement because of race, color, national origin ancestry, sex or religion of such person.

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

13. **SOLE AND ONLY AGREEMENT.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on

behalf of any party which is not embodied in the Agreement and no other agreement, statement or promise shall be valid or binding.

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

15. **AMENDMENT**. No change, amendment or modification of the Agreement shall be valid unless the same be in writing and signed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first identified below.

CITY OF HANFORD, a municipal corporation,

Dated: August 23, 2013

By

  
Lou Martinez, Mayor

ATTEST:

  
Melonie Patrick City Clerk

APPROVED AS TO FORM:

GRISWOLD, LaSALLE, COBB  
DOWD & GIN, L.L.P., City Attorney

By:   
Ty N. Mizote [name]

CHAMBER OF COMMERCE

Dated: August 23, 2013

By

  
\_\_\_\_\_, Board President

**EXHIBIT "A"**

***Carousel Operation Schedule***

The Chamber shall operate the Carousel described in Section 3.c. above on the following dates during the term of this Agreement unless otherwise agreed by the parties:

1. Saturdays during the hours of 10:00 a.m. and 2:00 p.m.
2. Sundays during the hours of 12:00 p.m. and 2:00 p.m.
3. Thursday evenings during the hours that Thursday Night Market Place operates. The Chamber will not be required to operate the Carousel on a Thursday evening unless Thursday Night Market Place occurs on such date).
4. Holidays recognized by the State of California during the hours of 10:00 a.m. and 2:00 p.m., with the exception of Thanksgiving day, Christmas day, and New Year's day.

# HANFORD

The Hanford Chamber of Commerce has been in the rebuilding mode for approximately 5 years. The Board of Directors 5 years ago took over the operation of the chamber. At that time there were about 315 members. Through a lot of hard work that membership has grown to 550 members. Not only has our membership grown but our commitment to the City of Hanford has become our #1 priority. We have taken on several new events over these last 5 years: Fireworks, The Hanford Visitor Agency, Hanford Christmas Parade, Homecoming, Carousel and Fire Truck.

As you look through the attachments you can see we keep busy not only with our own events but helping with other organizations events. The chamber is always looking for opportunities to better Hanford. In 2016 our goal is to reestablish a working relationship with Amtrak to increase visitors to Hanford, increase training opportunities, and increase our participation in more community activities.

Without the City of Hanford's support, many of these activities would not be possible. As membership and revenues increase the chamber will continue to add events, networking and training opportunities to our membership.

If you would like more information about the chamber or have any questions, concerns, or requests please call.

Mike Bertaina  
(559) 582-0483 (cell) 707-1263



# Hanford Chamber of Commerce 2015

Just a list of some of the events/programs the Hanford Chamber of Commerce will have accomplished by the end of 2015.

- Lucha Xtreme Wrestling (2)
- Man and Woman of the Year
- Pink Diamond Fashion Show
- Pioneer Days (Homecoming)
- Cinco de Mayo Festival
- Free Community Fireworks Show
- KJUG Concert (3)
- Public Safety Appreciation Luncheon
- Hanford Christmas Parade 11-27-2015
- Charity Christmas Tree Auction 12-10-2015
- Car Show on Irwin Street 12-12-2015

## Events we helped/participated in 2015

- City of Hanford Employee Dinner
- Grand Opening – Hanford Veterinary Hospital
- Everybody's Irish in Hanford
- Spring Kids Fest
- Melco Dance (2)
- Hobby Lobby Grand Opening
- National Night Out, Food Give Away
- Chile Cook-off (First Place)
- Renaissance Fair
- Kings County Farm Bureau Dinner
- Witches Night Out
- Dairy Association Dinner
- K9 fund raiser at Kings Gun Center
- Wine and Chocolate
- CHP Christmas Party
- Hanford Police Dept Christmas Party
- Adventist Health Christmas Party
- Habit Grand Opening

## Training/Miscellaneous provided by the Hanford Chamber of Commerce

- Quick Books
- Sexual Harassment Workshop
- Small Business Development Workshop
- Provide counseling services through the Small Business Development Center
- Provide networking opportunities through monthly Mixers, weekly lunches, and ribbon cuttings.
- Provide Freddy the Fire Truck and Carousel to the citizens of Hanford as well as visitors. (parties, pictures, tours)
- Continue our end of the year school field trip program
- Work in conjunction with the City of Hanford by sharing the cost of the KJUG Concerts, Ad in the LNAS Directory, and new Christmas Lights for Downtown.
- Established 4 Scholarships
- A registered Farmers Market with Kings County and the California Department of Food and Agriculture.

## Anticipated events in 2016

- Lucha Xtreme Wrestling
- Man and Woman of the Year
- Pink Diamond Fashion Show
- Pioneer Days – We will use Pioneer Days in May to kick off Hanford's 125<sup>th</sup> birthday. The chamber will be having some type of event each month until Hanford's birthday in August.
- Community Fire Works Show – special show for Hanford's 125<sup>th</sup> birthday.
- KJUG Concerts (3)
- Public Safety Appreciation Luncheon
- Christmas Parade
- Christmas Tree Auction
- Haunted Hanford Halloween Party
- Trunk or Treat with local car clubs
- Ladies Night Out
- Food Truck Vendor Fair
- Scarecrow Display around Court House in October (google Cambria).
- Valentine's Day Party

## Future Plans / Ideas

When we hire our School Field Trip Coordinator have them work Tuesday through Saturday in order to keep the office open on Saturdays. We will also have Hanford shirts, cloth bags, and other Hanford items available.

Increase Carousel and Fire Truck use on Saturdays during the Holiday Season.

Install monitor at Amtrak station. Monitor will scroll showing local events, location of Historic buildings. We could also let local vendors put information on it.

Work with the Hanford Mall to be able have an event at their location.

## SERVICES AGREEMENT

\* \* \* \* \*

THIS AGREEMENT, made and effective the 1<sup>st</sup> day of July, 2016, by and between the CITY OF HANFORD, a municipal corporation (hereinafter "City"), and the CHAMBER OF COMMERCE of the City of Hanford, a California non-profit corporation duly organized and existing under and by virtue of the laws of the State of California (hereinafter "Chamber").

### WITNESSETH

In consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. This agreement is made and entered into with respect to the following facts:

- a. The Chamber is organized for the purpose of promoting the social, civic, and economic welfare of the City and vicinity;
- b. City is desirous of promoting its advantages as a commercial and industrial center, by disseminating information relative thereto and of soliciting and serving inquiries relative to its possibilities of receiving new commercial and industrial concerns, and providing assistance to existing firms in their growth and expansion plans;
- c. The City is desirous of promoting, soliciting, and serving inquiries relative to visiting the community and connecting visitors with existing businesses.



- d. Chamber operates by and through its board of directors and possesses special knowledge, experience, and facilities for developing and servicing a healthy commercial and industrial community and for developing and servicing visitors; and
- e. The City desires to engage Chamber for the purpose of publicizing and advertising the advantages of the City.

2. **TERM.**

- a. The term of this Agreement shall be effective from July 1, 2016, until June 30, 2017, except that this Agreement: (i) will automatically renew on a year-to-year basis; and (ii) may be terminated by either party as provided herein.
- b. Should Chamber breach any term or condition of this Agreement or fail to perform any of the provisions of this Agreement that it is obligated to perform hereunder, the City shall have the right to immediately terminate this Agreement.
- c. The City or Chamber may terminate this Agreement at any time by giving sixty (60) calendar days prior written notice of termination. The termination shall be effective on the sixty-first (61<sup>st</sup>) calendar day after the date of such written notice.
- d. Effective the date of written notice of termination, Chamber shall avoid incurring new expenses under this Agreement and City shall, except as otherwise provided herein, have no further obligation to render payment to

Chamber. Money previously paid to Chamber and remaining unspent upon the date of termination shall be immediately returned to the City; Chamber will, however, be entitled to compensation for authorized costs incurred and services provided to the City through the date of termination. Unspent monies and/or amounts owed to Chamber, as applicable, will first be offset against any funds utilized by Chamber for a purpose other than those authorized in Section 3 below.

3. **SERVICES:** During the term hereof, Chamber shall undertake to provide for the benefit of the City services ("Services") that will advertise and publicize the resources and advantages of the City, including, but not limited to, the following:

- a. The assembly, publication and distribution of information relative to the resources and benefits of the City in an advertising program under the direction of the Board of Directors of the Chamber, which advertising shall be designed to attract new businesses, industries, tourists and travelers to the City;
- b. Engage in business and industrial marketing and outreach efforts, which will include, without limitation:
  - (1) Servicing of unsolicited inquires;
  - (2) Maintain a close liaison with existing business, industry and government agencies to assist in the further expansion and development of the business and industry of the community;
  - (3) Encourage local businesses and industries to correspond with and invite their manufacturer's jobbers and wholesalers to investigate



the benefits of locating in the City;

- (4) To have available for business and industry current facts and to maintain a research program in regard to the possibility and advantages of new production;
- (5) Encourage prospects or others who have or may show an interest in the City, in person, by mail and/or by telephone;
- (6) Encourage prospects or others who may show an interest in the City to visit the City for firsthand information and inspection; and
- (7) Encourage public officials and businessmen to work in teams to call upon potential prospects.

c. Engage in tourism and travel outreach efforts, which will include, without limitation:

- (1) Assemble, publish and distribute information through an organized advertising program designed to attract conferences and visitors to the City;
- (2) Promote and coordinate conferences and conference-related activities;
- (3) Promote and coordinate a school visitation program;
- (4) Coordinate and provide transportation for visiting groups;
- (5) Operate the carousel located in Courthouse Square (in the vicinity of the northeast corner of the Eighth Street and Irwin Street intersection) at the times identified in the attached Exhibit "A," which is incorporated by reference; maintain, repair, and refurbish

the carousel so that it is placed and remains in good operating and aesthetic condition; and manage all financial matters associated with the carousel; provided however, the City will, at its sole cost and expense:

- (i) inspect on a weekly basis, and
  - (ii) lubricate, and make minor adjustments and repairs to the carousel. "Minor adjustments and repairs" shall be limited to those adjustments and repairs not exceeding FIVE HUNDRED AND NO/100 Dollars (\$500.00) for parts, supplies, labor, and other costs for a single adjustment or repair event. All other costs associated with maintenance, repairs, parts, and labor shall be the sole responsibility of Chamber;
- (6) Develop and market special visitor tours;
  - (7) Act as liaison with Amtrak; and
  - (8) Act as community's liaison to the film industry.
- d. At meetings scheduled by the City, Chamber's Executive Director shall meet quarterly with representatives of the City and private organizations to plan and coordinate activities and schedule of events; and
  - e. Perform such other and additional promotional services as the City may reasonably request.

Should Chamber utilize its 1950 Studebaker fire truck ("Fire Truck"), commonly known as "Freddy," for the transportation of visiting groups or is used in connection with any other

service that Chamber provides hereunder, Chamber shall maintain seat belts for each passenger carried on the Fire Truck, a metal gate at the rear of exterior passenger area, and other safety features and devices identified by the City for the protection of Fire Truck passengers.

4. **FINANCIAL STATEMENTS.** Within sixty (60) calendar days of the end of each of Chamber's fiscal years (and portions thereof) that this Agreement remains in effect, Chamber will provide to the City financial statements and written confirmation from an independent certified public accountant reasonably acceptable to the City that Chamber is in full compliance with the terms of this Agreement. The financial statements shall, without limitation, reflect the manner in which funds received by Chamber hereunder ("Agreement Funds") have been utilized in furtherance of the activities identified in Section 3 above. Financial statements will include, without limitation, an itemized list of goods and services for which Chamber expended Agreement Funds and detailed descriptions of such goods and services. Should this Agreement expire or terminate on a date other than the last day of Chamber's fiscal year, Chamber will provide to the City, within sixty (60) calendar days of the end of its then-current fiscal year, the financial statements for the portion of the fiscal year during which this Agreement remained in effect.

5. **COMPENSATION.**

- a. For the period July 1, 2016 through June 30, 2017, the City shall pay Chamber a total of EIGHTY-SEVEN THOUSAND, FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$87,540.00) for the services to be provided hereunder. This amount will be paid in four (4) equal installments, which shall occur on July 1, October 1, January 1, and April 1.

- b. Should the term of this Agreement automatically renew in accordance with Section 2.a. above, the City shall pay Chamber SEVENTY-SEVEN THOUSAND, FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$77,540.00) for the period July 1, 2017 through June 30, 2018. Each fiscal year (July 1 through June 30) thereafter, the compensation amount paid by the City shall be reduced by TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) per year until the annual compensation amount paid to Chamber is FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00); provided however, the final adjustment shall be from FORTY-SEVEN THOUSAND, FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$47,540.00) to FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00).
- c. Should Chamber breach any term or condition of this Agreement or fail to perform any of the provisions of this Agreement that it is obligated to perform hereunder, the City shall have the right to withhold future compensation to Chamber until any such breach is cured or performance made as determined by the City in its sole and absolute discretion.
- d. As additional consideration for the services that Chamber will provide to the City hereunder, City will lease 113 Court Street, Suite 104 to Chamber for ONE AND NO/100 DOLLAR (\$1.00) per fiscal year (July 1 through June 30). The parties agree that Chamber's breach of this Agreement shall constitute a breach under the Lease, and Chamber's breach of the Lease shall constitute a breach under this Agreement. This rental rate identified

herein will remain in effect as long as this Agreement is effective; City may require Chamber to pay the market rate for rent upon the termination or expiration of this Agreement.

6. **LIAISON.** The City shall appoint a liaison with whom Chamber may communicate. The City will provide its liaison's name to Chamber and will advise Chamber if such person is replaced.

7. **INDEMNIFICATION.** Chamber agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys fees and other expenses which the City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or in any way relate to Chamber, or its employees', agents' and subcontractors' performance of Chamber's responsibilities and obligations contained in this Agreement. This indemnification shall survive the termination of this Agreement.

8. **INSURANCE REQUIREMENTS.**

a. Chamber will, during the term of this Agreement, maintain insurance coverage which shall be at least as broad as:

- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence. Alternatively, Chamber may maintain a CGL policy with limits of no less than

ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence and an umbrella coverage policy with coverage limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) and which has a scope of coverage as broad as Chamber's CGL policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- (2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Chamber has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.
- (3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.
- (4) Carousel/Amusement Device Insurance: Chamber shall maintain carousel/amusement device liability insurance in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence for bodily injury and personal injury.
- (5) Umbrella Liability Coverage: Chamber shall also maintain an umbrella liability policy in an amount of not less than SIX

MILLION AND NO/100 DOLLARS (\$6,000,000) to supplement its general liability, automobile liability, and carousel/amusement device insurance policies. Chamber acknowledges that, should Chamber and the City agree to further expand Chamber's services to include the transportation of visitors, tourists, or other individuals, Chamber and the City will execute an amendment to this Agreement and that City may require Chamber to maintain umbrella liability coverage with a limit in excess of SIX MILLION AND NO/100 DOLLARS (\$6,000,000).

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

- b. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Chamber to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require Chamber to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.
- c. The policies are to contain, or be endorsed to contain, the following provisions:

- (1) The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and umbrella policies with respect to liability arising out of work or operations performed by or on behalf of Chamber including materials, parts, or equipment furnished in connection with such work or operations; products used by Chamber; or automobiles owned, leased, hired or borrowed by Chamber. General liability coverage can be provided in the form of an endorsement to Chamber's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
  - (2) For any claims related to this Agreement, Chamber's insurance coverage shall be primary insurance with respect to the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Chamber's insurance and shall be non-contributory.
  - (3) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- d. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.



- e. Chamber shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Chamber's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- f. Chamber hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Chamber may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Chamber agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- g. The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- h. Chamber shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. **INDEPENDENT CONTRACTOR STATUS.** It is understood and agreed that Chamber, in the performance of this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Chamber and its employees shall obtain no retirement benefits or other benefits that accrue to the City's employees and Chamber hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between the City and Chamber.

10. **NOTICES.** All notices herein required shall be in writing and shall be sent by certified mail, postage prepaid, addressed as follows:

Chamber of Commerce  
113 Court St., Ste. #104  
Hanford, CA 93230  
Attn: Executive Director

City of Hanford  
319 N. Douty Street  
Hanford, CA 93230  
Attn: City Manager

11. **CONFORMANCE TO APPLICABLE LAWS.** Chamber shall comply with all applicable federal, state, and city laws, rules and ordinances. No discrimination shall be made by Chamber in the employment of persons to work under this Agreement because of race, color, national origin ancestry, sex or religion of such person.

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

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

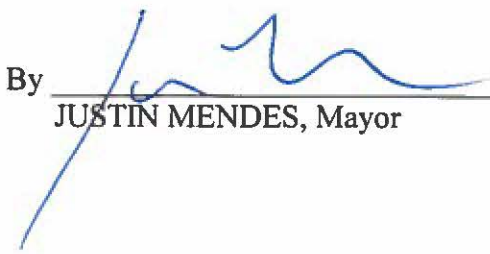
14. **INVALIDITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in anyway.

15. **AMENDMENT.** No change, amendment or modification of the Agreement shall be valid unless the same be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first identified below.

CITY OF HANFORD, a municipal corporation,

Dated: May 17, 2016

By   
JUSTIN MENDES, Mayor

ATTEST:

  
JENNIFER GOMEZ, City Clerk

APPROVED AS TO FORM:

GRISWOLD, LaSALLE, COBB  
DOWD & GIN, L.L.P., City Attorney

By:   
TY N. MIZOTE

CHAMBER OF COMMERCE

Dated: June 24, 2016

By , Board President

**EXHIBIT "A"**

***Carousel Operation Schedule***

The Chamber shall operate the Carousel described in Section 3.c. above on the following dates during the term of this Agreement unless otherwise agreed by the parties:

1. Saturdays during the hours of 10:00 a.m. and 2:00 p.m.
2. Sundays during the hours of 12:00 p.m. and 2:00 p.m.
3. Thursday evenings during the hours that Thursday Night Market Place operates. The Chamber will not be required to operate the Carousel on a Thursday evening unless Thursday Night Market Place occurs on such date).
4. Holidays recognized by the State of California during the hours of 10:00 a.m. and 2:00 p.m., with the exception of Thanksgiving day, Christmas day, and New Year's day.

## **FIRST AMENDMENT TO SERVICES AGREEMENT**

\* \* \* \* \*

This First Amendment to Services Agreement ("**First Amendment**") is effective the 21<sup>st</sup> day of January, 2020 by and between the CITY OF HANFORD, a municipal corporation ("**City**"), and HANFORD CHAMBER OF COMMERCE, a California non-profit corporation ("**Chamber**"). This First Amendment amends that Services Agreement ("**Agreement**") executed by City and Chamber, which was effective January 21, 2014. The terms and provisions of the Agreement are incorporated herein by reference.

1. Section 3 of the Agreement is hereby deleted in its entirety and is restated as follows:

"During the term hereof, Chamber shall undertake to provide services that benefit City and businesses operating within City's boundaries, including, but not limited, to the services identified on the attached Exhibit 'A,' which is incorporated herein by reference."

2. Exhibit "A" to the amended Agreement is attached hereto as Exhibit "A," which is incorporated herein by reference.
3. Section 8 of the Agreement is hereby deleted in its entirety and is restated as follows:

### **"8. INSURANCE REQUIREMENTS.**

- "a. Chamber will, during the term of this Agreement, maintain insurance coverage which shall be at least as broad as:

"(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an 'occurrence' basis, including products-completed operations, personal and advertising injury, with limits no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence. Alternatively, Chamber may maintain a CGL policy with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence and an umbrella coverage policy with coverage limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) and which has a scope of coverage as broad as Chamber's CGL policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be FOUR MILLION AND NO/100 DOLLARS (\$4,000,000).

“(2) Automobile Liability: If one (1) or more automobile will be utilized in the performance of the Services, Chamber shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if Chamber has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

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

“If Chamber maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Chamber.

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

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

(1) City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile policies with respect to liability arising out of work or operations performed by or on behalf of Chamber including materials, parts, or equipment furnished in connection with such work or operations; products used by Chamber; or automobiles owned, leased, hired or borrowed by Chamber for purposes of performing services hereunder. General liability coverage can be provided in the form of an endorsement to Chamber’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded

to the City and its officers, officials, employees or volunteers.

“(2) For any claims related to this Agreement, Chamber’s insurance coverage shall be primary insurance with respect to City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City and/or its officers, officials, employees, or volunteers shall be in excess of Chamber’s insurance and shall be non-contributory.

“(3) Each insurance policy required above shall provide that coverage shall not be canceled or modified without prior notice to City.

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

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

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

“g. Chamber shall include all subcontractors as insureds under its policies, or, if subcontractors maintain separate coverage, Chamber shall furnish to City separate certificates and endorsements for each subcontractor. The insurance policies of subcontractors shall satisfy all of the requirements stated herein.”

4. All other terms and provisions of the Agreement not otherwise modified by this First Amendment shall remain in full force and effect.



IN WITNESS WHEREOF, the parties have executed this First Amendment to Services Agreement at Hanford, Kings County, California.

CITY OF HANFORD

Dated: January 30, 2020

By: \_\_\_\_\_



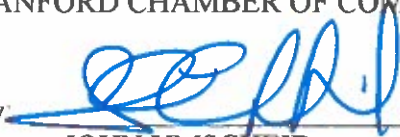
JOHN DRAXLER

Mayor

HANFORD CHAMBER OF COMMERCE

Dated: January 30, 2020

By: \_\_\_\_\_



JOHN UMSCHIED

Board President

**EXHIBIT "A"**

***Chamber Member Services Provided:***

Listing on the Chamber website with links to their website

Social Media Promotion

Luncheon/Networking Meetings

Chamber Mixers

Referrals for products & services to member businesses

Links from Chamber's website to business website

Member's business cards/pamphlets displayed at the Chamber

Business Workshops/Seminars

HR Compliance Posters

Banner ads on our Website-(for a fee)

Free Listings in Business & Membership Guide Publication

Certificates of Origin

Membership/Mailing List & Mailing Labels

HR & Legislative Updates: Local, County, State & Federal

SBA Information and Workshops

EDD/EAC Updates and Workshops

Candidate Forums preceding local elections & Candidate Training Seminars

Advocacy in Support of Business Issues

Member to Member Business Support

Coordination of Christmas Parade

KJUG Country Concerts in co-operation with Hanford Parks and Recreation Dept.

Develop and implement events outside of Downtown Improvement District

City of Hanford Business Retention Benefits Provided

Business financing direction

Identifying permit licensing agencies

Addressing industry specific issues

Create a step by step guide to initiating a business license within the City

Advocacy for incoming industry



## AGENDA STAFF REPORT

**MEETING DATE:** 5/2/2023

**AGENDA SECTION:**  
RECOGNITION/PROCLAMATION

**SUBJECT:**

Proclamation for recognition of "National Public Works Week", May 21-27, 2023.

**RECOMMENDATION:**

Recommendation:

That the City Council proclaim May 21-27, 2023 as "Public Works Week" in the City of Hanford and urge all residents to observe this week by recognizing and extending appreciation to our dedicated and skilled Public Works and Engineering staff.

Recommended Motion:

**BACKGROUND:**

National Public Works Week began in 1960 and is observed during the third full week of May to recognize the importance of public works in an organized society and in our daily lives. This year, it takes place from May 21 to 26. The week-long observation also sheds light on the brave and essential role that public works employees play in our lives.

The Public Works department includes staff from the following divisions: Waster Water, Refuse, Streets, Utilities Water, Utilities Storm Water, Fleet, Building Maintenance, and Administration/Engineering.

**FISCAL IMPACT:**

**ATTACHMENTS:**

1. 2023 Public Works Week Poster
2. 2023 PW week procolamation



# **CONNECTING** *THE* **WORLD** *THROUGH PUBLIC WORKS*

**NATIONAL PUBLIC WORKS WEEK**

**MAY 21-27, 2023**

# CITY OF HANFORD PROCLAMATION

## “PUBLIC WORKS WEEK”

**MAY 21-27, 2023**

**WHEREAS**, the Public Works Department provide exceptional services for our community and are a vital and integral part of our citizens’ everyday lives; and

**WHEREAS**, the support of the community is vital to the efficient operation of the Public Works Department services such as water, sewers, streets, fleet maintenance, building maintenance, wastewater treatment, solid waste collection, airport operations, and engineering/administration; and

**WHEREAS**, the health, safety and comfort of this community greatly depends on these facilities and services; and

**WHEREAS**, the quality and effectiveness of these facilities, as well as their design, construction, and maintenance of facilities is vitally dependent upon the efforts and skill of the City’s Public Works staff; and

**WHEREAS**, the efficiency and effectiveness of the qualified and skilled Public Works staff contribute to the quality of life that residents and visitors alike enjoy and rely upon from the City of Hanford;

**NOW, THEREFORE, I, Travis Paden**, Mayor of the City of Hanford, do hereby proclaim the week of May 21-27, 2023, as

***“PUBLIC WORKS WEEK”***

in the City of Hanford, and urge all citizens to recognize and extend appreciation to our dedicated and skilled Public Works staff.

**AND, BE IT FURTHER PROCLAIMED**, that the City Council requests that all citizens and civic organizations acquaint themselves with the issues involved in providing public works services to our community and to recognize the contributions which our public works employees make every day to our health, safety, comfort and quality of life.

Presented this 2<sup>nd</sup> day of May, 2023

---

Travis Paden, Mayor

ATTEST

---

Natalie Corral, City Clerk



## AGENDA STAFF REPORT

**MEETING DATE:** 5/2/2023

**AGENDA SECTION:** CONSENT CALENDAR

**SUBJECT:**

Approval of the Minutes of the April 4, 2023 Meeting

---

**RECOMMENDATION:**

Recommendation: Approve the minutes of the April 4, 2023 meeting.

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

1. April 4, 2023



**City Council Regular Meeting  
Minutes**

**April 4, 2023 7:00 PM  
Council Chambers  
400 N. Douty St.**

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

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

**ROLL CALL BY THE CITY CLERK:**

| <b>Present:</b>                                                                                                                                        | <b>Absent:</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Council Member Lou Martinez<br>Council Member Mark Kairis<br>Council Member Travis Paden<br>Council Member Kalish Morrow<br>Council Member Diane Sharp |                |

**PUBLIC COMMENT:**

*Study Sessions are considered Special Meetings under the Bown Act. Accordingly, comments from the public are limited to items listed on the agenda (GC 54954.3a). Public Comment will be accepted during each agenda item. A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

None.

**STUDY SESSION:**

- A. Finance: Presentation of Report on the City of Hanford's Audit of the Financial Statements for the year ending June 30, 2022 (Fiscal Year 2022)

Finance Manager Destiny Borba provided a brief overview of the audit and discussed the 2021/2022 Governmental Fund Summary of Performance. Hudson Henderson & Company Inc. Auditor, Brian Henderson, discussed the audit results, the audit timeline, settlement liability, and lease liability. No action was required. Staff and Mr. Henderson answered questions from the Council. The Council thanked the staff and auditor for their hard work and adjourned to closed session at 4:33 p.m.

**CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:**

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



Property: 426 W. Lacey Blvd.  
APN: 010-253-001-000  
Agency Negotiators: Mario Cifuentez and Ty Mizote  
Negotiating Party: Nick Warner for MSI Hanford

APN: 014-230-030  
Agency Negotiators: Mario Cifuentez, Ty Mizote, and Brad Albert  
Negotiation Party: Thomas G. Loogman, Robert A. Loogman, Colette M. Quinn, John M. Loogman, Jr., Lisa M. Askins, and Trudy N. Simas

## CALL TO ORDER REGULAR SESSION:

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

## ROLL CALL:

| Present:                                                                                                                                               | Absent: |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| Council Member Lou Martinez<br>Council Member Mark Kairis<br>Council Member Travis Paden<br>Council Member Kalish Morrow<br>Council Member Diane Sharp |         |

## INVOCATION:

The invocation was led by Pastor Lori Niles.

## FLAG SALUTE:

The flag salute was led by Captain Karl Anderson.

## COUNCIL REPORTS/GENERAL REPORTS:

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

The Council discussed the meetings and events they attended.

## 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.*

Bob Ramos commented on consent item A, the traffic circle project, the location of Heroes Park, the downtown strategic plan, the Helena Settlement, vacant land, and the need for a Senior Center.

Mark Pratter spoke in opposition to the Heroes Park project. He also expressed his concerns regarding Hidden Valley Park. He stated the people want Hidden Valley Park to be expanded.

California Health Collaborative Youth Coordinator, Regan Caldwell and Coalition members, Crystal Rodriguez, Marielle Taylor, and Cam Ortiz commented on the Unidos Por Salud Project.

California Health Collaborative Community Engagement Coordinator, Able Arevalo, discussed the program policies

and partners. He also gave the Council program packets.

California Health Collaborative Community Engagement Coordinator lasiah Galindo, commented on the program and invited the Council to an upcoming event.

Anna Brookshire requested more information about consent item J.

Kimber Reagan commented on the general business item A. She also commented on the traffic circle project.

Susan (she did not state her last name) commented on the traffic circle project, and spoke in opposition to the project.

Mayor Paden addressed the traffic circle project comments.

## 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 A was requested to be pulled during public comment. Item F, H, I, J and M were pulled by the Council. Motion to approve except for the items pulled for separate consideration.

|                  |                                                                     |
|------------------|---------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>Passed (UNANIMOUS)</b>                                           |
| <b>MOVER:</b>    | Council Member Diane Sharp                                          |
| <b>SECONDER:</b> | Council Member Kalish Morrow                                        |
| <b>AYES:</b>     | Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez |

- A. City Clerk: Approval of the Minutes of the February 7, 2023 Meeting
- B. City Clerk: Approval of the Minutes of the February 21, 2023 Meeting
- C. Community Development: Acceptance of the mandated General Plan Annual Progress Report for Calendar Year 2022 and authorization for the submittal to the Governor's Office of Planning and Research
- D. Community Development: Authorization to award a contract for GIS On-Call Services to GEOinovo at a cost not to exceed \$25,000 per fiscal year.
- E. Public Works: Acceptance of Grant of Easement for property from Forebay Farms, LLC for right of way purposes for the installation of a traffic signal system at the intersection of 12th Avenue and Hume Avenue.
- F. Public Works: Authorization enter into a five year, sole source contract with Univar for the supply and delivery of sodium hypochlorite to be used as a disinfecting agent in the City's water system. As part of the contract, Univar will supply four 750 gallon tanks at no charge to City, which will facilitate more efficient deliveries.
- G. Public Works: Approval of the Notice of Completion for Tract No. 865 Live Oak East Unit No. 1, Located at Houston Avenue and Alpine Avenue, and Authorization for the Mayor to Execute and the City Clerk to attest and file said Notice with the Kings County Recorder's office.

## PULLED CONSENT ITEMS:

- A. Procedural Waiver: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.

*[Item A]*

Pulled by the public during public comment. City Manager Cifuentez addressed the concerns expressed during public comment.

Motion to Approve.

**RESULT:** Passed (UNANIMOUS)  
**MOVER:** Council Member Mark Kairis  
**SECONDER:** Council Member Kalish Morrow  
**AYES:** Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

- B. Parks and Community Services: Authorization to award a contract to Alta Transportation in the amount of \$253,000 to create an Active Transportation Plan (ATP) and appropriate \$284,811 from the Transportation Fund, which includes \$32,668 of the required 11.47% local cash match.

*[Item F]*

Pulled by Council Member Martinez. Mr. Martinez discussed the conversation he had with Parks and Community Services Director Brad Albert regarding the contract and made the motion to approve.

**RESULT:** Passed (UNANIMOUS)  
**MOVER:** Council Member Lou Martinez  
**SECONDER:** Council Member Diane Sharp  
**AYES:** Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

- C. Public Works: Authorization to advertise for bids the FY 23 Pavement Resurfacing Treatment Project and the concurrent Manhole Project: Raise and Adjust to Grade, and Pre-Authorize the City Manager to award and execute the contracts on behalf of the City to the lowest responsible bidders; providing the project bid is within current budget appropriation.

*[Item H]*

Mayor Paden questioned items H and I. Public Works Director Jim Ross answered questions from Mayor Paden. Mayor Paden also suggested repairing the manholes on Lacey Blvd.

Motion to Approve.

**RESULT:** Passed (UNANIMOUS)  
**MOVER:** Council Member Travis Paden  
**SECONDER:** Council Member Lou Martinez  
**AYES:** Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

- D. Public Works: Authorization to advertise for bids for the FY 23 Manhole Repair and Coating Project, and Pre-Authorize the City Manager to award and execute the contract on behalf of the City to the lowest responsible bidder; providing the project bid is within current budget appropriation.

*[Item I]*

Mayor Paden questioned items H and I. Public Works Director Jim Ross answered questions from Mayor Paden.

Motion to Approve.

**RESULT:** Passed (UNANIMOUS)

**MOVER:** Council Member Travis Paden  
**SECONDER:** Council Member Lou Martinez  
**AYES:** Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

- E. Public Works: Authorization to award a contract to Lechowicz & Tsenh (L&T), at a cost of \$96,420, for the purpose of performing a Utility Rate Study, pursuant to the scope of work identified in RFP 2023-02. The cost of the study will be split evenly between the Water, Wastewater, and Stormwater enterprise funds.

*[Item J]*

Pulled by the public during public comment. Public Works Director Jim Ross addressed the concerns expressed during public comment.

Motion to Approve.

**RESULT:** Passed (UNANIMOUS)  
**MOVER:** Council Member Diane Sharp  
**SECONDER:** Council Member Kalish Morrow  
**AYES:** Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

- F. Police: Appropriation and authorization to purchase up to \$32,000 in Gym Equipment to be paid from an Officer Wellness Grant in the City's Police Trust Fund

*[Item M]*

Pulled by Mayor Paden.

Captain Karl Anderson answered questions from Mayor Paden.

Motion to Approve.

**RESULT:** Passed (UNANIMOUS)  
**MOVER:** Council Member Travis Paden  
**SECONDER:** Council Member Mark Kairis  
**AYES:** Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

## GENERAL BUSINESS:

- A. City Attorney: Approval of a Purchase and Sale Agreement and Escrow Instructions for the purchase of forty (40) acres of Land for the future development of Heroes Park, a new fire station, and a new water tank site.

Parks and Community Services Director Brad Albert provided a background of the project and discussed the timeline of the next steps. He also discussed the outreach efforts, site selection criteria, results from community engagement, and the new site. Staff answered questions from the Council. After a brief discussion Council Member Sharp made the motion to approve.

**RESULT:** Passed (UNANIMOUS)  
**MOVER:** Council Member Diane Sharp  
**SECONDER:** Council Member Kalish Morrow  
**AYES:** Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

## COUNCIL COMMENTS AND COMMUNICATIONS::

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

A. Council Future Agenda Items

None.

B. Upcoming Events and Important Dates:

April 7: Easter Egg Hunt in Civic Park 10:00 am - 11:30 am \$5.00 [Get tickets here](#)

April 8: Helping Hands Volunteer Program at Centennial Park [Sign up here](#)

April 15: Walk with a Doc at Centennial Park 9:00 am - 10:00 am

April 18: Regular City Council Meeting

April 21: Mother/Son Dance at the Civic Auditorium 6:30 pm - 9:00 pm [Get tickets here](#)

April 22: Father/Daughter Dance at the Civic Auditorium 6:30 pm - 9:00 pm [Get tickets here](#)

April 29: Coffee with a Cop at Starbucks at 11th & Lacey 9:00 am - 11 am

**ADJOURNMENT:**

Mayor Paden adjourned the meeting at 8:38 p.m.

Respectfully submitted,

/s/ Natalie Corral  
Natalie Corral, City Clerk



## AGENDA STAFF REPORT

|                               |                                         |
|-------------------------------|-----------------------------------------|
| <b>MEETING DATE:</b> 5/2/2023 | <b>AGENDA SECTION:</b> CONSENT CALENDAR |
|-------------------------------|-----------------------------------------|

**SUBJECT:**

Approval of the Minutes of the April 18, 2023 Meeting

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**RECOMMENDATION:**

Recommendation: Approve the minutes from the April 18, 2023 meeting.

**BACKGROUND:****FISCAL IMPACT:****ATTACHMENTS:**

1. April 18, 2023



**City Council Regular Meeting  
Minutes**

**April 18, 2023 7:00 PM  
Council Chambers  
400 N. Douty St.**

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

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

**ROLL CALL BY THE CITY CLERK:**

| <b>Present:</b>                                                                                                          | <b>Absent:</b>             |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Council Member Lou Martinez<br>Council Member Mark Kairis<br>Council Member Travis Paden<br>Council Member Kalish Morrow | Council Member Diane Sharp |

**PUBLIC COMMENT:**

*Study Sessions are considered Special Meetings under the Bown Act. Accordingly, comments from the public are limited to items listed on the agenda (GC 54954.3a). Public Comment will be accepted during each agenda item. A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

Mary-Cathrine Paden provided her background and commented on the city's social media platforms. She also expressed her concerns and provided feedback.

**STUDY SESSION:**

- A. Presentation of the Council-Approved Goals for the Fiscal Years 24 & 25 and discussion regarding measurable objectives for the Goal of Outreach and Open Governance for FY 23/24.

City Manager Cifuentez, provided a brief overview of the Council's goals. Community Relations Manager Brian Johnson, discussed outreach, open governance objectives, social media platforms, rebranding and intranet roll out. He also discussed implementing a social media policy. City Attorney Ty Mizote addressed some of the potential problems that could occur when sharing on public platforms. Staff answered questions from the Council. The Council provided their feedback and directed staff to move forward with drafting a social media policy.

The Council adjourned to closed session at 6:16 p.m.

**CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:**

**A. CONFERENCE WITH LEGAL COUNSEL – REAL PROPERTY NEGOTIATIONS (GC 54956.8):**

Property: 113 Court Street

APN: 010-264-002, 010-265-002, 010-265-001

Agency Negotiators: Mario Cifuentez and Ty Mizote

Negotiating Party: Michelle Brown and Bill Lynch for Main Street Hanford

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

Property: 504 W. 7th Street

APN: 012-062-012

Agency Negotiators: Mario Cifuentez and Ty Mizote

Negotiating Party: Angie Dow for KCAPTA

**CALL TO ORDER REGULAR SESSION:**

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

**ROLL CALL:**

| <b>Present:</b>                                                                                                          | <b>Absent:</b>             |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Council Member Lou Martinez<br>Council Member Mark Kairis<br>Council Member Travis Paden<br>Council Member Kalish Morrow | Council Member Diane Sharp |

**INVOCATION:**

The invocation was led by Pastor Mark Curts.

**FLAG SALUTE:**

The flag salute was led by Mayor Paden.

**RECOGNITION:**

*Oath of Office and Badge Pinning Ceremony for Officer's Cristian Jimenez and Karlson Manasan.*

Police Chief Sever introduced the Police Department's new K-9, Jett, and his handler, Officer Sean-Paul Crain. Chief Sever also introduced new officers, Cristian Jimenez and Karlson Manasan. City Clerk Clerk Natalie Corral administered the Oath of Office to the new officers.

**COUNCIL REPORTS/GENERAL REPORTS:**

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

The Council discussed the events and meetings they attended. Vice Mayor Kairis recognized the Parks and Community Services staff for their successful events.

**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.

Nathan Odom invited the Council and staff to a two-day workshop in Bakersfield.

Bob Ramos commented on the oath of office and asked that it be changed. He also commented on the budget for waste water at Heroes Park.

Andre Barona expressed his concerns about illegal activity in the area he resides in. He expressed his concerns about the safety of his family and community. Vice Mayor Kairis responded to his comment.

Onan Champi commended the city for cleaning up Lacey Park.

**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.

Mayor Paden pulled item E. Motion to approve the consent calendar except for the items pulled for separate discussion.

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>Passed (UNANIMOUS)</b>                              |
| <b>MOVER:</b>    | Council Member Mark Kairis                             |
| <b>SECONDER:</b> | Council Member Kalish Morrow                           |
| <b>AYES:</b>     | Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez |
| <b>ABSENT:</b>   | Diane Sharp                                            |

- 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 March 7, 2023 Meeting
- C. City Clerk: Approval of the Minutes of the March 21, 2023 Meeting
- D. Public Works: Authorization to transfer and appropriate \$67,000 from street sweeping fleet reserves to the Refuse Fund to cover the increased cost of a previously approved refuse truck purchase for a total of \$374,067.
- E. Public Works: Authorization to enter into a lease agreement for the City's 1600 acre farmland with Philip Verway Farms. This is a five year lease, renewable for an additional five years on mutually agreeable terms.
- F. Police: Approval of the Annual Hanford Police Department Military Equipment Report and authorization for the Department to move forward with the replacement of the Scout Recon Camera system.
- G. Finance: Authorization to award a three-year agreement to Rogers, Anderson, Malody & Scott LLP Certified Public Accountants, for a total amount of \$245,325, as the City's independent financial auditor, to perform the annual financial auditing and accounting services associated with an Annual Comprehensive Financial Report of the City of Hanford for the fiscal years ending June 30, 2023; 2024; 2025; with option to renew for two additional years; and Authorization for the City Manager to execute all related documents.

**PULLED CONSENT ITEMS:**

- A. Public Works: Authorization to enter into an agreement with Kings County Water District to utilize the 1600 acre farm owned by the City of Hanford's Wastewater fund to be used to lay off water from local ditches. Expected timeframe is through August 2023.
- [Item E]*
- Pulled by Mayor Paden.
- Public Works Director Jim Ross answered questions from the Council. City Manager Cifuentez commented on the design phase of the project.

Motion to Approve.

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>Passed (UNANIMOUS)</b>                              |
| <b>MOVER:</b>    | Council Member Travis Paden                            |
| <b>SECONDER:</b> | Council Member Kalish Morrow                           |
| <b>AYES:</b>     | Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez |
| <b>ABSENT:</b>   | Diane Sharp                                            |

**GENERAL BUSINESS:**

- A. Community Development: Historic Resources Permit 2022-02, a request to replace the porch and balcony of the Kings Hand Laundry building. The property is designated as a contributing building within the Historic Overlay Zone. The project is located at 214 N. Green St. (APN 010-274-020)
- City Attorney Ty Mizote recused himself due to a conflict of interest in the project area. Assistant Planner Mark Manah presented the permit proposal for the Council's review and discussion.

Motion to Approve.

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>Passed (UNANIMOUS)</b>                              |
| <b>MOVER:</b>    | Council Member Kalish Morrow                           |
| <b>SECONDER:</b> | Council Member Mark Kairis                             |
| <b>AYES:</b>     | Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez |
| <b>ABSENT:</b>   | Diane Sharp                                            |

- B. Community Development: Council consideration and approval of the Hanford Area Municipal Service Review and Sphere of Influence Update (Phase I) and Adoption of Resolution 23-07-R, directing staff to file an application with Kings County Local Agency Formation Commission (LAFCo) for a request to expand the City's Sphere of Influence
- Senior Planner Gabrielle Myers presented the Hanford Area Municipal Service Review and Sphere of Influence Update for the Council's review and consideration. Ms. Myers answered questions from Mayor Paden.

Motion to Approve.

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>Passed (UNANIMOUS)</b>                              |
| <b>MOVER:</b>    | Council Member Mark Kairis                             |
| <b>SECONDER:</b> | Council Member Kalish Morrow                           |
| <b>AYES:</b>     | Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez |
| <b>ABSENT:</b>   | Diane Sharp                                            |

- C. Community Development: Authorization to award a contract to QK, Inc, for an amount

not to exceed \$94,840 and appropriation of said funding in the General Fund to provide planning and environmental services for the Hanford Reorganization Project, consisting of annexations, general plan amendments, zone changes, pre-zonings, and the accompanying environmental documents.

Deputy City Manager Jason Waters presented the contract and project for the Council's review and consideration. Dep. Waters answered questions from the Council.

Motion to Approve.

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>Passed (UNANIMOUS)</b>                              |
| <b>MOVER:</b>    | Council Member Kalish Morrow                           |
| <b>SECONDER:</b> | Council Member Mark Kairis                             |
| <b>AYES:</b>     | Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez |
| <b>ABSENT:</b>   | Diane Sharp                                            |

### **COUNCIL COMMENTS AND COMMUNICATIONS:**

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

#### **A. Council Future Agenda Items**

None.

#### **B. Upcoming Events and Important Dates:**

April 21: Western Hoedown Date Night Mother/Son Civic at the Civic Auditorium 6:00 pm - 9:00 pm [Get tickets here](#)

April 22: Western Hoedown Date Night Father/Daughter at the Civic Auditorium 6:00 pm - 9:00 pm [Get tickets here](#)

May 2: Regular City Council Meeting

May 6: Food Truck Take Over in Civic Park 5:30 pm - 9:00 pm

May 10: City/County Coordinating 6:00 p.m. Meeting Hosted by the City of Hanford, Location: TBD, 6:00 p.m.

May 16: Regular City Council Meeting

### **ADJOURNMENT:**

Mayor Paden adjourned the meeting at 8:10 p.m.

Respectfully submitted,

/s/ Natalie Corral  
Natalie Corral, City Clerk



## AGENDA STAFF REPORT

|                               |                                         |
|-------------------------------|-----------------------------------------|
| <b>MEETING DATE:</b> 5/2/2023 | <b>AGENDA SECTION:</b> CONSENT CALENDAR |
|-------------------------------|-----------------------------------------|

### **SUBJECT:**

Approval of a new 1-year Service Agreement with Main Street Hanford for the same annual compensation amount of \$81,090.

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### **RECOMMENDATION:**

Recommendation: That the City Council, by motion, approve a new 1-year Service Agreement with Main Street Hanford (MSH) with an annual compensation amount of \$81,090.

Recommended Motion:

### **BACKGROUND:**

The current Services Agreement between the City of Hanford and Main Street Hanford expired on December 31, 2022. In January 2022, the City Manager began working with the MSH Executive Director on the development of a new agreement, which also needed to include language related to the MSH lease of Civic Park for the Thursday Night Market Place event. MSH is willing to continue to provide the services as required under the terms of its most recent contract with the City. The annual compensation amount remains unchanged with this new agreement.

The primary differences between this agreement and the expiring agreement is the inclusion of a 1-year term instead of the previous 3-year term to allow further discussion on services to be provided in the long term. Additionally, this new agreement includes a clause that allows MSH to lease the Civic Park for the TNMP and only be responsible for certain costs that would be incurred by the City for that event. Lastly, the clause that required MSH to construct improvements in the downtown district has been removed as that should not be a requirement of a non-profit. All other terms remain unchanged.

Both a "clean" final copy and a redline copy have been attached to this report to highlight the changes made to the document, which have been detailed above.

### **FISCAL IMPACT:**

This Agreement will cost the City \$81,090.00 annually for services provided under the agreement. The funding for this agreement comes from the Parking and Business Improvement District and is already allocated in the City's adopted budget.

### **ATTACHMENTS:**

1. 2023 Main Street Hanford Services Agreement - Final
2. 2023 Main Street Hanford Services Agreement - 2023.04.25 Redline Draft



## SERVICES AGREEMENT

\* \* \* \* \*

**THIS AGREEMENT** is effective the **1<sup>st</sup>** day of January, **2023**, and is made by and between the **CITY OF HANFORD**, a municipal corporation (hereinafter “City”), and **MAIN STREET HANFORD**, a California non-profit public benefit corporation (hereinafter “MSH”). City and MSH are hereinafter referred to collectively as the “Parties” and singularly as a “Party.”

### W I T N E S S E T H

In consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS.** This agreement is made and entered into with respect to the following facts:
  - a. The Hanford City Council has established the Central Parking and Business Improvement Area (hereinafter “District”), pursuant to Section 36000 et seq. of the Streets and Highways Code of the State of California, by the adoption of Ordinance No. 848 on April 22, 1975, as amended from time to time, and codified in Chapter 3.28 of the Hanford Municipal Code (hereinafter “ordinance”).
  - b. The City seeks services identified below that will benefit the District.
  - c. MSH, is willing to provide such services.

2. **TERM.**

- a. The term of this AGREEMENT shall be for a period of one (1) year, effective from January 1, 2023, until December 31, 2023, except that this Agreement may be terminated by either Party as provided herein.
- b. Should MSH breach any term or condition of this Agreement or fail to perform any of the provisions of this Agreement that it is obligated to perform hereunder, the City shall have the right to immediately terminate this Agreement.
- c. The City or MSH may terminate this Agreement for no cause at any time by giving sixty (60) calendar days prior written notice of termination. The termination shall be effective on the sixty-first (61<sup>st</sup>) calendar day after the date of such written notice.
- d. Effective the date of written notice of termination, MSH shall avoid incurring new expenses under this Agreement and City shall, except as otherwise provided herein, have no further obligation to render payment to MSH. Money previously paid to MSH and remaining unspent upon the date of termination shall be immediately returned to the City; MSH will, however, be entitled to compensation for authorized costs incurred and services provided to the City through the date of termination. Unspent monies and/or amounts owed to MSH, as applicable, will first be offset against any funds utilized by MSH for a purpose other than those authorized in Section 3 below.

3. **SERVICES.** MSH shall provide the following services:

- a. Engage in a program that cleans the District so that it is safe and appealing to consumers in a manner that promotes retail trade within the District. Such expenditures may include, without limitation: planting of annuals/color in the District's flowerbeds; cleaning sidewalks and public spaces so that they are free of debris and animal waste; and hiring additional security during the Holiday shopping season.
- b. Engage in activities that market the District so as to promote the District's retail trade; such activities will include, without limitation, advertising and publicity efforts utilizing multiple forms of communication (e.g., radio ads for seasonal shopping and special events, television ads for seasonal shopping and special events, print media for seasonal shopping and special events, focusing on local and out-of-town shoppers and visitors, and social media campaigns designed to create interest in shopping and visiting the District area; and special events designed to bring visitors and shoppers to the District area) to attract consumers from communities throughout the San Joaquin Valley;
  - (i) One such special event that MSH intends to organize includes Thursday Night Market Place (hereinafter "TNMP"). MSH intends to hold TNMP in Civic Park on Thursdays from the first Thursday in May through the last Thursday in October (hereinafter "Rental Dates"). City hereby leases Civic Park rent-free to MSH on the Rental Dates during the term of this Agreement; provided however,



City shall invoice MSH for City's then-current costs to provide facility hosts and restroom supplies for each day that TNMP occurs, and MSH shall pay each invoice in full within thirty (30) calendar days of the date of an invoice. MSH will be solely responsible for arranging and paying for other services required for TNMP, including, without limitation, refuse collection services. The City's waiver of rental charges is limited to TNMP and will not apply to any other event for which MSH may rent Civic Park or other City facility. The City's obligations to MSH with respect to TNMP are limited to the terms contained in this paragraph.

- c. Undertake activities that contribute toward the filling of building vacancies within the District in a manner that promotes the District's retail trade activities, which may include, without limitation, real estate marketing campaigns designed to fill vacant storefronts and vacant lots, and window painting efforts to add interest to vacant buildings.
- d. Prepare and provide to the City, for review by the City Council, an annual operations report for all matters covered under this Agreement on or prior to of each year of the Agreement. Such annual report shall account for: (i) all actual revenue, activities, and expenditures during the fiscal year of the District (January 1 through December 31) prior to the year of the report; (ii) all to-date and projected revenue, activities and expenditures during the then current fiscal year; and (iii) a specific management plan, including operating budget, for the fiscal year following the year of the report. The

specific management plan and budget for the following fiscal year shall specify the actual activities and improvements proposed to be completed in that year pursuant to this Agreement, and shall also include any information required under the enacting Ordinance. This report shall be presented to Council at an agenda study session and accepted by Council. This paragraph shall not be interpreted in a manner that requires MSH to provide information or material for its activities that occur outside of the scope of this Agreement.

The services listed above are consistent with the District's purposes identified in the ordinance. MSH shall select the service(s) that it will provide during the term of this Agreement, and the level of services provided shall be commensurate with the compensation that the City will pay to MSH in accordance with Section 4 below. For example (and for illustration purposes only), if MSH elects to limit its services to the marketing of the District in a manner that promotes the District's retail trade, the level of marketing services provided shall be commensurate with the compensation amount identified in Section 4 below.

**4. COMPENSATION.**

- a. MSH will receive a total of EIGHTY-ONE THOUSAND, NINETY AND NO/100 DOLLARS (\$81,090.00) per year for the services to be provided hereunder. Pursuant to Hanford Municipal Code Chapter 3.28, businesses within the Central Parking and Business Improvement Area ("BIA") pay an additional business license tax to the City. The amounts payable to MSH under this Agreement will be allocated by the City from BIA tax revenue. The services for which MSH will be paid shall fall within the categories

identified in Hanford Municipal Code Section 3.28.150. This amount will be paid in four (4) equal installments, which shall occur on July 1, October 1, January 1, and April 1.

- b. Should MSH breach any term or condition of this Agreement or fail to perform any of the provisions of this Agreement that it is obligated to perform hereunder, the City shall have the right to withhold payment to MSH until any such breach is cured or performance made as determined by the City in its sole and absolute discretion.

**5. FINANCIAL STATEMENTS.**

- a. Within sixty (60) calendar days of the end of each of MSH's fiscal years (and portions thereof) that this Agreement remains in effect, MSH will provide to the City financial statements and written confirmation from an independent certified public accountant reasonably acceptable to the City that MSH is in full compliance with the terms of this Agreement. The financial statements shall, without limitation, reflect the manner in which funds received by MSH hereunder ("Agreement Funds") have been utilized in furtherance of the activities identified in Section 3 above. Financial statements will include, without limitation, an itemized list of goods and services for which MSH expended Agreement Funds and detailed descriptions of such goods and services. Should this Agreement expire or terminate on a date other than the last day of MSH's fiscal year, MSH will provide to the City, within sixty (60) calendar days of end of its then-current

fiscal year, the financial statements for the portion of the fiscal year during which this Agreement remained in effect.

6.

6. **INDEMNIFICATION.** MSH agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorney's fees and other expenses which the City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or anyway relate to MSH, or its employees', agents' and subcontractors' performance of MSH's responsibilities and obligations contained in this Agreement. This indemnification shall survive the termination of the Agreement.

7. **INSURANCE REQUIREMENTS.**

a. MSH will, during the term of this Agreement, maintain insurance coverage which shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence. Alternatively, MSH may maintain a CGL policy with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence **and** an umbrella coverage policy with coverage limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) and

which has a scope of coverage as broad as MSH's CGL policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- (2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if MSH has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.
- (3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

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

- b. Any deductibles or self-insured retentions must be declared to and approved by the City.
- c. The policies are to contain, or be endorsed to contain, the following provisions:
  - (1) The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by

or on behalf of MSH including materials, parts, or equipment furnished in connection with such work or operations; products used by MSH; or automobiles owned, leased, hired or borrowed by MSH. General liability coverage can be provided in the form of an endorsement to MSH's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

(2) For any claims related to this contract, MSH's insurance coverage shall be primary insurance as to the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of MSH's insurance and shall be non-contributory.

(3) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

- d. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- e. MSH shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and

approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the MSH's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- f. MSH hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of MSH may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. MSH agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- g. The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- h. MSH shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- i. MSH will maintain special event or other similar coverage with respect to any and all events operated or sponsored by MSH pursuant to Section 3 above. MSH will notify the City at least forty-five (45) calendar days before any such event, and the City will identify the coverage limits that MSH will be required to maintain for such event.

8. **INDEPENDENT CONTRACTOR STATUS.** It is understood and agreed that MSH, in the performance of this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of the City. MSH and its employees shall obtain no retirement benefits or other benefits that accrue to the City's employees and MSH hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between the City and MSH.

9. **NOTICES.** All notices herein required shall be in writing and shall be sent by certified mail, postage prepaid, addressed as follows:

Main Street Hanford  
P.O. Box 690  
Hanford, CA 93232  
Attn: Executive Director

City of Hanford  
319 N. Douty Street  
Hanford, CA 93230  
Attn: City Manager

10. **CONFORMANCE TO APPLICABLE LAWS.** MSH shall comply with all applicable federal, state, and city laws, rules and ordinances. No discrimination shall be made by MSH in the employment of persons to work under this Agreement because of race, color, national origin ancestry, sex or religion of such person.

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

12. **SOLE AND ONLY AGREEMENT.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth



herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which is not embodied in the Agreement and no other agreement, statement or promise shall be valid or binding.

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

**14. AMENDMENT.** No change, amendment or modification of the Agreement shall be valid unless the same be in writing and signed by the parties hereto.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed  
on the day and year first above written.

CITY OF HANFORD, a Municipal  
Corporation,

By \_\_\_\_\_  
TRAVIS PADEN  
Mayor

ATTEST:

\_\_\_\_\_  
NATALIE CORRAL, City Clerk

APPROVED AS TO FORM:

GRISWOLD, LaSALLE, COBB  
DOWD & GIN, L.L.P., City Attorney

By: \_\_\_\_\_  
TY N. MIZOTE

MAIN STREET HANFORD

By: \_\_\_\_\_  
MICHELLE BROWN  
Executive Director

## SERVICES AGREEMENT

\* \* \* \* \*

**THIS AGREEMENT** is effective the 1<sup>st</sup> day of January, 2023~~0~~, and is made by and between the **CITY OF HANFORD**, a municipal corporation (hereinafter “City”), and **MAIN STREET HANFORD**, a California non-profit public benefit corporation (hereinafter “MSH”). City and MSH are hereinafter referred to collectively as the “Parties” and singularly as a “Party.”

### W I T N E S S E T H

In consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS.** This agreement is made and entered into with respect to the following facts:
  - a. The Hanford City Council has established the Central Parking and Business Improvement Area (hereinafter “District”), pursuant to Section 36000 et seq. of the Streets and Highways Code of the State of California, by the adoption of Ordinance No. 848 on April 22, 1975, as amended from time to time, and codified in Chapter 3.28 of the Hanford Municipal Code (hereinafter “ordinance”).
  - b. The City seeks services identified below that will benefit the District.
  - c. MSH, is willing to provide such services.

2. **TERM.**

- a. The term of this AGREEMENT shall be for a period of ~~one~~three (13) years, effective from January 1, 202~~30~~, until December 31, 202~~32~~, except that this Agreement may be terminated by either Party as provided herein.
- b. Should MSH breach any term or condition of this Agreement or fail to perform any of the provisions of this Agreement that it is obligated to perform hereunder, the City shall have the right to immediately terminate this Agreement.
- c. The City or MSH may terminate this Agreement for no cause at any time by giving sixty (60) calendar days prior written notice of termination. The termination shall be effective on the sixty-first (61<sup>st</sup>) calendar day after the date of such written notice.
- d. Effective the date of written notice of termination, MSH shall avoid incurring new expenses under this Agreement and City shall, except as otherwise provided herein, have no further obligation to render payment to MSH. Money previously paid to MSH and remaining unspent upon the date of termination shall be immediately returned to the City; MSH will, however, be entitled to compensation for authorized costs incurred and services provided to the City through the date of termination. Unspent monies and/or amounts owed to MSH, as applicable, will first be offset against any funds utilized by MSH for a purpose other than those authorized in Section 3 below.

3. **SERVICES.** MSH shall provide ~~one or more of~~ the following services:

- a. Engage in a program that cleans the District so that it is safe and appealing to consumers in a manner that promotes retail trade within the District. Such expenditures may include, without limitation: planting of annuals/color in the District's flowerbeds; cleaning sidewalks and public spaces so that they are free of debris and animal waste; and hiring additional security during the Holiday shopping season.
- b. Engage in activities that market the District so as to promote the District's retail trade; such activities will include, without limitation, advertising and publicity efforts utilizing multiple forms of communication (e.g., radio ads for seasonal shopping and special events, television ads for seasonal shopping and special events, print media for seasonal shopping and special events, focusing on local and out-of-town shoppers and visitors, and social media campaigns designed to create interest in shopping and visiting the District area; and special events designed to bring visitors and shoppers to the District area) to attract consumers from communities throughout the San Joaquin Valley;

(i) One such special event that MSH intends to organize includes Thursday Night Market Place (hereinafter "TNMP"). MSH intends to hold TNMP in Civic Park on Thursdays from the first Thursday in May through the last Thursday in October (hereinafter "Rental Dates"). City hereby leases Civic Park rent-free to MSH on the Rental Dates during the term of this Agreement; provided however,

City shall invoice MSH for City's then-current costs to provide facility hosts and restroom supplies for each day that TNMP occurs, and MSH shall pay each invoice in full within thirty (30) calendar days of the date of an invoice. MSH will be solely responsible for arranging and paying for other services required for TNMP, including, without limitation, refuse collection services. The City's waiver of rental charges is limited to TNMP and will not apply to any other event for which MSH may rent Civic Park or other City facility. The City's obligations to MSH with respect to TNMP are limited to the terms contained in this paragraph.~~e. Construct and install improvements that will decorate public places within the District and/or make the District appealing to consumers so as to promote retail trade activities within the District; improvements may include, without limitation, parking facilities/improvements, tree grates, sidewalks, curb returns, and bulb-outs/planters, benches and rest areas that support the pedestrian population, ADA compliance improvements, Holiday improvements, such as lighting, music, or other elements designed to bring interest to the District, larger improvement projects that may require the participation of the City of Hanford; and~~

- ~~c~~d. Undertake activities that contribute toward the filling of building vacancies within the District in a manner that promotes the District's retail trade activities, which may include, without limitation, real estate marketing

campaigns designed to fill vacant storefronts and vacant lots, and window painting efforts to add interest to vacant buildings.

- de. Prepare and provide to the City, for review by the City Council, an annual operations report for all matters covered under this Agreement on or prior to ~~March 1, 2020 and thereafter no later than March 1<sup>st</sup>~~ of each year of the Agreement. Such annual report shall account for: (i) all actual revenue, activities, and expenditures during the fiscal year of the District (January 1 through December 31) prior to the year of the report; (ii) all to-date and projected revenue, activities and expenditures during the then current fiscal year; and (iii) a specific management plan, including operating budget, for the fiscal year following the year of the report. The specific management plan and budget for the following fiscal year shall specify the actual activities and improvements proposed to be completed in that year pursuant to this Agreement, and shall also include any information required under the enacting Ordinance. This report shall be presented to Council at an agenda study session and accepted by Council. This paragraph shall not be interpreted in a manner that requires MSH to provide information or material for its activities that occur outside of the scope of this Agreement.

The services listed above are consistent with the District's purposes identified in the ordinance. MSH shall select the service(s) that it will provide during the term of this Agreement, and the level of services provided shall be commensurate with the compensation that the City will pay to MSH in accordance with Section 4 below. For example (and for illustration purposes only), if MSH elects to limit its services to the marketing of the District in a manner that promotes the District's



retail trade, the level of marketing services provided shall be commensurate with the compensation amount identified in Section 4 below.

**4. COMPENSATION.**

- a. MSH will receive a total of EIGHTY-ONE THOUSAND, NINETY AND NO/100 DOLLARS (\$81,090.00) per year for the services to be provided hereunder. Pursuant to Hanford Municipal Code Chapter 3.28, businesses within the Central Parking and Business Improvement Area (“BIA”) pay an additional business license tax to the City. The amounts payable to MSH under this Agreement will be allocated by the City from BIA tax revenue. The services for which MSH will be paid shall fall within the categories identified in Hanford Municipal Code Section 3.28.150. This amount will be paid in four (4) equal installments, which shall occur on July 1, October 1, January 1, and April 1.
- b. Should MSH breach any term or condition of this Agreement or fail to perform any of the provisions of this Agreement that it is obligated to perform hereunder, the City shall have the right to withhold payment to MSH until any such breach is cured or performance made as determined by the City in its sole and absolute discretion.

**5. FINANCIAL STATEMENTS ~~AND ELECTION BALLOTS.~~**

- a. Within sixty (60) calendar days of the end of each of MSH’s fiscal years (and portions thereof) that this Agreement remains in effect, MSH will provide to the City financial statements and written confirmation from an independent certified public accountant reasonably acceptable to the City

that MSH is in full compliance with the terms of this Agreement. The financial statements shall, without limitation, reflect the manner in which funds received by MSH hereunder (“Agreement Funds”) have been utilized in furtherance of the activities identified in Section 3 above. Financial statements will include, without limitation, an itemized list of goods and services for which MSH expended Agreement Funds and detailed descriptions of such goods and services. Should this Agreement expire or terminate on a date other than the last day of MSH’s fiscal year, MSH will provide to the City, within sixty (60) calendar days of end of its then-current fiscal year, the financial statements for the portion of the fiscal year during which this Agreement remained in effect.

~~b. — The Hanford City Clerk (hereinafter “City Clerk”) shall, throughout the term of this Agreement, have the right to be present for and observe the opening and tabulation of ballots relating to the election of MSH’s directors and officers. MSH shall notify the City Clerk at least three (3) business days prior to each date on which election ballots will be open and tabulated.~~

~~6. **LIAISON.** The City shall appoint a liaison with whom MSH may communicate. The City will provide its liaison’s name to MSH and will advise MSH if such person is replaced.~~

**67. INDEMNIFICATION.** MSH agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorney’s fees and other expenses which the City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or anyway relate to MSH, or its employees’,

agents' and subcontractors' performance of MSH's responsibilities and obligations contained in this Agreement. This indemnification shall survive the termination of the Agreement.

**78. INSURANCE REQUIREMENTS.**

a. MSH will, during the term of this Agreement, maintain insurance coverage which shall be at least as broad as:

- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence. Alternatively, MSH may maintain a CGL policy with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence **and** an umbrella coverage policy with coverage limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) and which has a scope of coverage as broad as MSH's CGL policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if MSH has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

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

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

- b. Any deductibles or self-insured retentions must be declared to and approved by the City. ~~The City may require MSH to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require MSH to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.~~
- c. The policies are to contain, or be endorsed to contain, the following provisions:
- (1) The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of MSH including materials, parts, or equipment furnished in connection with such work or operations; products used by MSH; or automobiles owned, leased, hired or borrowed

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

- (2) For any claims related to this contract, MSH's insurance coverage shall be primary insurance as [respects to](#) the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of MSH's insurance and shall be non-contributory.

- (3) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

- d. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- e. MSH shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the MSH's obligation to provide them. The City reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- f. MSH hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of MSH may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. MSH agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- g. The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- h. MSH shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- i. MSH will maintain special event or other similar coverage with respect to any and all events operated or sponsored by MSH pursuant to Section 3 above. MSH will notify the City at least forty-five (45) calendar days before any such event, and the City will identify the coverage limits that MSH will be required to maintain for such event.

**89. INDEPENDENT CONTRACTOR STATUS.** It is understood and agreed that MSH, in the performance of this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of the City. MSH and its employees shall obtain no retirement

benefits or other benefits that accrue to the City's employees and MSH hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between the City and MSH.

**910. NOTICES.** All notices herein required shall be in writing and shall be sent by certified mail, postage prepaid, addressed as follows:

Main Street Hanford  
P.O. Box 690  
Hanford, CA 93232  
Attn: Executive Director

City of Hanford  
319 N. Douty Street  
Hanford, CA 93230  
Attn: City Manager

**101. CONFORMANCE TO APPLICABLE LAWS.** MSH shall comply with all applicable federal, state, and city laws, rules and ordinances. No discrimination shall be made by MSH in the employment of persons to work under this Agreement because of race, color, national origin ancestry, sex or religion of such person.

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

**123. SOLE AND ONLY AGREEMENT.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any

party which is not embodied in the Agreement and no other agreement, statement or promise shall be valid or binding.

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

**145. AMENDMENT.** No change, amendment or modification of the Agreement shall be valid unless the same be in writing and signed by the parties hereto.

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ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
TY N. MIZOTE

By: \_\_\_\_\_  
MICHELLE BROWN  
Executive Director



## AGENDA STAFF REPORT

**MEETING DATE:** 5/2/2023

**AGENDA SECTION:** CONSENT CALENDAR

**SUBJECT:**

Acceptance and authorization for staff to File the City of Hanford's Quarterly Investment Portfolio and Transactions Reports as of 03/31/2023.

**RECOMMENDATION:**

Recommended Motion: That the City Council accept the City of Hanford's Quarterly Investment Portfolio and Transactions Report as of 3/31/2023.

**BACKGROUND:**

Quarterly Investment Report. The City has approximately \$110 million in investments and cash as of 03/31/2023.

Recent Activity. The City actively maintains its Wells Fargo cash accounts at a minimum of \$2.5 million while typically investing excess cash in Local Government Investment Pools to maintain liquidity. The current preferred investment pool is Local Agency Investments Fund (LAIF), mainly due to its liquidity and because it offers a higher interest rate compared to the other option in this investment category. The interest rates for LAIF and the Tulare County Investment Pool (TCIP) were 2.74% and 2.33% respectively. In February 2023, the City paid \$7.5 million dollars to Helena in accordance with the settlement agreement. On an ongoing basis, securities which mature are quickly reinvested to avoid idle cash making little to no interest.

Current Investment Environment. The interest rates continued to increase over this reporting period. Towards the end of the quarter, the Federal Reserve announced another 25 basis point interest rate hike, making the benchmark rate the highest it's been since 2007 (CNBC). The goal of the rate increases is to discourage inflation by increasing the cost of borrowing (CNBC). The 5-year and 10-year Treasury Note interest is currently at 3.47% and 3.40% respectively, which is lower compared to the last quarter.

Proposed Actions. With the recent settlement agreement with Helena, the City paid \$7.5 million dollars during this reporting period. Additionally, the City will pay Helena \$5 million dollars over the course of four years. The payments will be a lump sum of \$1.25 million dollars each of the four years with no interest. The annual payments will begin on March 1, 2024. The Finance Department will invest excess cash in Local Government Investment Pools. The objective is to maintain liquidity and to maximize earnings potential on idle cash to fulfil and plan for current and non-current obligations.

Summary. The primary purpose of the City's cash is to provide residents of Hanford with services. In order to maximize the earnings potential on the City's idle cash, the City utilizes registered securities

dealers to purchase low-risk investments which will provide a higher return versus allowing the cash to be held in savings accounts earning little to no interest. Additionally, idle cash is also held with government pools, including Tulare County Investment Pool and State of California LAIF. It is the policy of the City to invest public funds in a manner that will provide a high investment return with a high level of security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

**FISCAL IMPACT:**

This item is informational. Investing the City cash will generate continual interest earnings on the investment portfolio.

**ATTACHMENTS:**

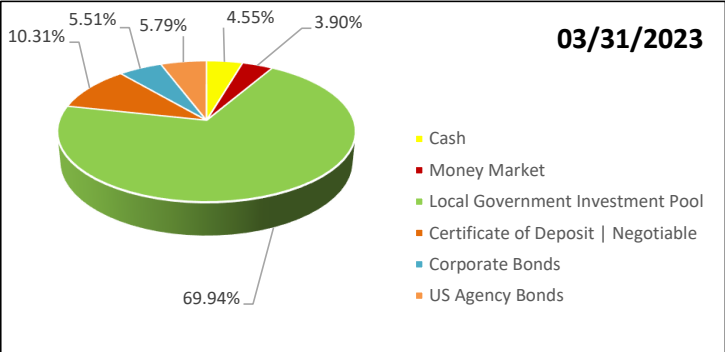
1. Quarterly Treasurer's Report 03.31.2023
2. Quarterly Investment Detail Report 03.31.2023
3. Quarterly Transactions Report 01.01.2023-03.31.2023



Performance

Weighted Average Yield 2.134%

| Diversification   Security Sector   | % of Portfolio | YTM @Cost | Days to Maturity | Face Amount / Shares | Cost Value  | Market Value |
|-------------------------------------|----------------|-----------|------------------|----------------------|-------------|--------------|
| Cash                                | 4.55%          | 0.00%     | 1                | 4,957,393            | 4,957,393   | 4,957,393    |
| Money Market                        | 3.90%          | 0.28%     | 1                | 4,253,915            | 4,253,915   | 4,253,915    |
| Local Government Investment Pool    | 69.94%         | 2.48%     | 1                | 76,256,212           | 76,256,212  | 76,256,212   |
| Certificate of Deposit   Negotiable | 10.31%         | 2.20%     | 447              | 11,613,000           | 11,613,000  | 11,235,958   |
| Corporate Bonds                     | 5.51%          | 0.80%     | 352              | 6,200,000            | 6,442,142   | 6,012,616    |
| US Agency Bonds                     | 5.79%          | 2.03%     | 648              | 6,575,000            | 6,575,000   | 6,313,027    |
|                                     | 100.00%        | 2.134%    | 104              | 109,855,519          | 110,097,661 | 109,029,121  |



| Description                                     | CUSIP/Ticker | Security Sector        | Settlement Date | YTM @ Cost | Face Amount/Shares | Cost Value    | Market Value  | Maturity Date | Days To Maturity | % of Portfolio |
|-------------------------------------------------|--------------|------------------------|-----------------|------------|--------------------|---------------|---------------|---------------|------------------|----------------|
| Brokerage   Higgins Capital                     |              |                        |                 |            |                    |               |               |               |                  |                |
| Bank Baroda NY 0.65 7/22/2025                   | 06063HMT7    | Certificate Of Deposit | 7/22/2020       | 0.650      | 198,000.00         | 198,000.00    | 179,661.24    | 7/22/2025     | 844              | 0.18           |
| Bank of New York Mellon 1.6 4/24/2025-25        | 06406RAN7    | Corporate              | 5/13/2020       | 1.216      | 1,000,000.00       | 1,018,368.00  | 929,470.00    | 4/24/2025     | 755              | 0.91           |
| BMO Harris Bank IL 0.5 3/28/2025-21             | 05600XAY6    | Certificate Of Deposit | 9/28/2020       | 0.500      | 249,000.00         | 249,000.00    | 228,046.65    | 3/28/2025     | 728              | 0.23           |
| BMW Bank UT 3 4/20/2023                         | 05580AMJ0    | Certificate Of Deposit | 4/20/2018       | 3.000      | 250,000.00         | 250,000.00    | 249,727.50    | 4/20/2023     | 20               | 0.23           |
| Capital Bank 4.65 11/8/2024                     | 139805AX3    | Certificate Of Deposit | 11/9/2022       | 4.650      | 250,000.00         | 250,000.00    | 248,602.50    | 11/8/2024     | 588              | 0.23           |
| Capital One 4.8 11/3/2025                       | 14042RVH1    | Certificate Of Deposit | 11/2/2022       | 4.800      | 250,000.00         | 250,000.00    | 249,267.50    | 11/3/2025     | 948              | 0.23           |
| Caterpillar Financial 3.75 12/24/2023           | 14912L5X5    | Corporate              | 11/23/2020      | 0.466      | 1,000,000.00       | 1,100,500.00  | 989,580.00    | 12/24/2023    | 268              | 0.91           |
| Centerstate Bank FL 1.2 4/17/2023               | 15201QDC8    | Certificate Of Deposit | 4/17/2020       | 1.200      | 250,000.00         | 250,000.00    | 249,560.00    | 4/17/2023     | 17               | 0.23           |
| Citadel Federal PA 1.65 2/27/2025               | 17286TAG0    | Certificate Of Deposit | 2/27/2020       | 1.650      | 250,000.00         | 250,000.00    | 234,942.50    | 2/27/2025     | 699              | 0.23           |
| Citbank National SD 3.55 11/24/2023             | 17312QW47    | Certificate Of Deposit | 11/23/2018      | 3.550      | 250,000.00         | 250,000.00    | 247,532.50    | 11/24/2023    | 238              | 0.23           |
| Citibank NA 3.65 1/23/2024-23                   | 17325FAS7    | Corporate              | 5/22/2020       | 1.183      | 1,000,000.00       | 1,088,310.00  | 986,290.00    | 1/23/2024     | 298              | 0.91           |
| Continental Bank UT 0.55 6/26/2025              | 211163KK5    | Certificate Of Deposit | 6/26/2020       | 0.550      | 175,000.00         | 175,000.00    | 158,889.50    | 6/26/2025     | 818              | 0.16           |
| Direct Federal CDT Union 4.7 11/3/2025          | 25460FDU7    | Certificate Of Deposit | 11/3/2022       | 4.700      | 250,000.00         | 250,000.00    | 248,662.50    | 11/3/2025     | 948              | 0.23           |
| Enerbank UT 0.5 8/29/2025                       | 29278TRA0    | Certificate Of Deposit | 8/31/2020       | 0.500      | 245,000.00         | 245,000.00    | 220,350.55    | 8/29/2025     | 882              | 0.22           |
| FHLB 0.5 10/4/2024-22                           | 3130AP4G7    | US Agency              | 10/4/2021       | 0.500      | 1,000,000.00       | 1,000,000.00  | 942,460.00    | 10/4/2024     | 553              | 0.91           |
| FHLB 0.5 9/24/2024-21                           | 3130ALKN3    | US Agency              | 3/24/2021       | 0.500      | 2,000,000.00       | 2,000,000.00  | 1,885,780.00  | 9/24/2024     | 543              | 1.82           |
| FHLB 0.57 10/15/2024-22                         | 3130ALWW0    | US Agency              | 4/15/2021       | 0.570      | 1,000,000.00       | 1,000,000.00  | 942,580.00    | 10/15/2024    | 564              | 0.91           |
| FHLB Step 1/27/2025-22                          | 3130AQL4     | US Agency              | 1/27/2022       | 1.370      | 325,000.00         | 325,000.00    | 309,448.75    | 1/27/2025     | 668              | 0.30           |
| First Choice Bank CA 0.4 9/30/2025-21           | 319461DB2    | Certificate Of Deposit | 9/30/2020       | 0.400      | 249,000.00         | 249,000.00    | 222,548.73    | 9/30/2025     | 914              | 0.23           |
| First National Bank TX 1.8 12/30/2024           | 32112UDJ7    | Certificate Of Deposit | 12/30/2019      | 1.800      | 250,000.00         | 250,000.00    | 236,662.50    | 12/30/2024    | 640              | 0.23           |
| Flagstar Bank MI 1.15 4/17/2023                 | 33847E2Z9    | Certificate Of Deposit | 4/17/2020       | 1.150      | 250,000.00         | 250,000.00    | 249,555.00    | 4/17/2023     | 17               | 0.23           |
| Greenstate Credit Union 0.5 7/30/2024           | 39573LBQ0    | Certificate Of Deposit | 7/30/2021       | 0.500      | 250,000.00         | 250,000.00    | 235,342.50    | 7/30/2024     | 487              | 0.23           |
| Horizon Bk 4.75 11/8/2024                       | 44042WCG0    | Certificate Of Deposit | 11/8/2022       | 4.750      | 250,000.00         | 250,000.00    | 248,990.00    | 11/8/2024     | 588              | 0.23           |
| Insight4.6 5/2/2025                             | 45791JAA4    | Certificate Of Deposit | 11/2/2022       | 4.600      | 250,000.00         | 250,000.00    | 248,287.50    | 5/2/2025      | 763              | 0.23           |
| John Deer Capital 2.6 3/7/2024                  | 24422EUX5    | Corporate              | 5/15/2020       | 1.160      | 700,000.00         | 737,464.00    | 685,013.00    | 3/7/2024      | 342              | 0.64           |
| Jonesboro State Bank LA 0.8 5/29/2025-20        | 48040PGX7    | Certificate Of Deposit | 5/29/2020       | 0.800      | 249,000.00         | 249,000.00    | 227,877.33    | 5/29/2025     | 790              | 0.23           |
| Live Oak Bank 0.5 12/11/2023                    | 538036TF1    | Certificate Of Deposit | 12/10/2021      | 0.500      | 250,000.00         | 250,000.00    | 242,090.00    | 12/11/2023    | 255              | 0.23           |
| Luana Savings Bank IA 0.45 7/29/2025            | 549104RJ8    | Certificate Of Deposit | 7/29/2020       | 0.450      | 250,000.00         | 250,000.00    | 225,577.50    | 7/29/2025     | 851              | 0.23           |
| Medallion Bank UT 0.55 7/30/2025                | 58404DHQ7    | Certificate Of Deposit | 7/30/2020       | 0.550      | 250,000.00         | 250,000.00    | 225,892.50    | 7/30/2025     | 852              | 0.23           |
| Merrick Bank UT 1.85 12/31/2024                 | 59013KEP7    | Certificate Of Deposit | 12/31/2019      | 1.850      | 250,000.00         | 250,000.00    | 236,872.50    | 12/31/2024    | 641              | 0.23           |
| Morgan Stanley UT 3 4/19/2023                   | 61747MV32    | Certificate Of Deposit | 4/19/2018       | 3.000      | 186,000.00         | 186,000.00    | 185,808.42    | 4/19/2023     | 19               | 0.17           |
| Northwest Bank ID 1 4/28/2023                   | 66736ABS7    | Certificate Of Deposit | 4/30/2020       | 1.000      | 250,000.00         | 250,000.00    | 249,245.00    | 4/28/2023     | 28               | 0.23           |
| Nebraska State Bank NE 1 9/29/2023              | 63970BAK5    | Certificate Of Deposit | 3/30/2020       | 1.000      | 250,000.00         | 250,000.00    | 245,062.50    | 9/29/2023     | 182              | 0.23           |
| Nicolet National Bank WI 1.2 4/17/2023          | 654062KJ6    | Certificate Of Deposit | 4/17/2020       | 1.200      | 250,000.00         | 250,000.00    | 249,565.00    | 4/17/2023     | 17               | 0.23           |
| Pacific Western Bank CA 1.2 4/17/2023           | 69506YRJ0    | Certificate Of Deposit | 4/16/2020       | 1.200      | 250,000.00         | 250,000.00    | 249,567.50    | 4/17/2023     | 17               | 0.23           |
| Partners Bank AK 0.6 6/30/2025                  | 70212VAB4    | Certificate Of Deposit | 6/30/2020       | 0.600      | 250,000.00         | 250,000.00    | 226,952.50    | 6/30/2025     | 822              | 0.23           |
| Pentagon Federal Credit Union 0.55 9/30/2024    | 70962LAR3    | Certificate Of Deposit | 9/29/2021       | 0.550      | 250,000.00         | 250,000.00    | 233,852.50    | 9/30/2024     | 549              | 0.23           |
| Pinnacle Bank TN 0.7 5/8/2023                   | 72345SKU4    | Certificate Of Deposit | 5/8/2020        | 0.700      | 250,000.00         | 250,000.00    | 248,890.00    | 5/8/2023      | 38               | 0.23           |
| Sallie Mae Bank UT 1.9 10/30/2024               | 7954504Z5    | Certificate Of Deposit | 10/30/2019      | 1.900      | 100,000.00         | 100,000.00    | 95,311.00     | 10/30/2024    | 579              | 0.09           |
| State Bank of India GA 0.95 6/26/2025           | 856283N69    | Certificate Of Deposit | 6/26/2020       | 0.950      | 250,000.00         | 250,000.00    | 227,795.00    | 6/26/2025     | 818              | 0.23           |
| Sterling Bank MO 1.05 4/27/2023                 | 85916VDR3    | Certificate Of Deposit | 4/27/2020       | 1.050      | 250,000.00         | 250,000.00    | 249,277.50    | 4/27/2023     | 27               | 0.23           |
| Synchrony Bank 0.9 12/10/2024                   | 87165HK41    | Certificate Of Deposit | 12/10/2021      | 0.900      | 250,000.00         | 250,000.00    | 233,520.00    | 12/10/2024    | 620              | 0.23           |
| Texas Exchange Bank TX 0.5 7/30/2024            | 88241TLS7    | Certificate Of Deposit | 7/30/2021       | 0.500      | 249,000.00         | 249,000.00    | 234,401.13    | 7/30/2024     | 487              | 0.23           |
| Toyota Motor Credit 0.45 1/11/2024              | 89236THU2    | Corporate              | 9/20/2021       | 0.450      | 1,000,000.00       | 1,000,000.00  | 964,620.00    | 1/11/2024     | 286              | 0.91           |
| UBS Bank UT 3.15 5/30/2023                      | 90348JCR9    | Certificate Of Deposit | 5/30/2018       | 3.150      | 249,000.00         | 249,000.00    | 248,255.49    | 5/30/2023     | 60               | 0.23           |
| United Heritage 4.75 11/4/2025                  | 91334AAE3    | Certificate Of Deposit | 11/4/2022       | 4.750      | 250,000.00         | 250,000.00    | 248,967.50    | 11/4/2025     | 949              | 0.23           |
| West Michigan Bank MI 1 4/24/2023               | 954444BW4    | Certificate Of Deposit | 4/24/2020       | 1.000      | 250,000.00         | 250,000.00    | 249,352.50    | 4/24/2023     | 24               | 0.23           |
| Sub Total / Average Brokerage   Higgins Capital |              |                        |                 | 1.250      | 18,174,000.00      | 18,418,642.00 | 17,426,004.29 |               | 482              | 16.54          |
| Brokerage   Multi-Bank Securities               |              |                        |                 |            |                    |               |               |               |                  |                |
| Austin Telco FCU 4.95 7/26/2024                 | 052392CL9    | Certificate Of Deposit | 1/27/2023       | 4.950      | 250,000.00         | 250,000.00    | 249,655.00    | 7/26/2024     | 483              | 0.23           |
| FFCB 4.92 1/12/2026                             | 3133ENR77    | US Agency              | 12/7/2022       | 4.920      | 1,000,000.00       | 1,000,000.00  | 993,900.00    | 1/12/2026     | 1,018            | 0.91           |
| FHLB 5 12/12/2024                               | 3130ATXG7    | US Agency              | 12/12/2022      | 5.000      | 1,000,000.00       | 1,000,000.00  | 998,510.00    | 12/12/2024    | 622              | 0.91           |
| General Electric Credit Union 5 1/30/2024       | 369674CG9    | Certificate Of Deposit | 1/30/2023       | 5.000      | 250,000.00         | 250,000.00    | 249,725.00    | 1/30/2024     | 305              | 0.23           |

City of Hanford  
Quarterly Investment Detail Report  
As of 3/31/2023

| Description                                            | CUSIP/Ticker   | Security Sector                  | Settlement Date | YTM @ Cost | Face Amount/Shares | Cost Value     | Market Value   | Maturity Date | Days To Maturity | % of Portfolio |
|--------------------------------------------------------|----------------|----------------------------------|-----------------|------------|--------------------|----------------|----------------|---------------|------------------|----------------|
| IC Federal Credit Union 5 6/10/2024                    | 44931EAD3      | Certificate Of Deposit           | 12/9/2022       | 5.000      | 240,000.00         | 240,000.00     | 239,781.60     | 6/10/2024     | 437              | 0.22           |
| Liberty Fed Credit Union 4.9 12/9/2024                 | 53052LAE9      | Certificate Of Deposit           | 12/9/2022       | 4.900      | 250,000.00         | 250,000.00     | 249,600.00     | 12/9/2024     | 619              | 0.23           |
| Sunset Science Park FCU 5 12/14/2023                   | 86777TAA4      | Certificate Of Deposit           | 12/14/2022      | 5.000      | 250,000.00         | 250,000.00     | 249,770.00     | 12/14/2023    | 258              | 0.23           |
| Trustone Financial CU 5 12/14/2023                     | 89841MAM9      | Certificate Of Deposit           | 12/14/2022      | 5.000      | 250,000.00         | 250,000.00     | 249,767.50     | 12/14/2023    | 258              | 0.23           |
| Valley Strong 4.9 1/31/2024                            | 920133AM7      | Certificate Of Deposit           | 1/31/2023       | 4.900      | 250,000.00         | 250,000.00     | 249,522.50     | 1/31/2024     | 306              | 0.23           |
| Sub Total / Average Brokerage   Multi-Bank Securities  |                |                                  |                 | 4.962      | 3,740,000.00       | 3,740,000.00   | 3,730,231.60   |               | 616              | 3.40           |
| Brokerage   Wells Fargo Securities                     |                |                                  |                 |            |                    |                |                |               |                  |                |
| FHLB 2.3 3/28/2025-22                                  | 3130AREM9      | US Agency                        | 3/28/2022       | 2.300      | 250,000.00         | 250,000.00     | 240,348.50     | 3/28/2025     | 728              | 0.23           |
| Goldman Sachs 0.6 12/15/2023                           | 38149MQ22      | Certificate Of Deposit           | 12/15/2021      | 0.600      | 224,000.00         | 224,000.00     | 216,992.37     | 12/15/2023    | 259              | 0.20           |
| IADB 0.25 11/15/2023                                   | 4581X0DP0      | Corporate                        | 11/24/2021      | 0.586      | 500,000.00         | 496,710.00     | 485,885.00     | 11/15/2023    | 229              | 0.46           |
| IFC 0.61 11/24/2023                                    | 45950VQS8      | Corporate                        | 11/24/2021      | 0.570      | 1,000,000.00       | 1,000,790.00   | 971,758.11     | 11/24/2023    | 238              | 0.91           |
| Israel Discount Bank 0.45 6/12/2023                    | 465076SW8      | Certificate Of Deposit           | 11/24/2021      | 0.450      | 250,000.00         | 250,000.00     | 247,738.15     | 6/12/2023     | 73               | 0.23           |
| State Bank of India 0.55 11/29/2023                    | 856285YX3      | Certificate Of Deposit           | 11/29/2021      | 0.550      | 250,000.00         | 250,000.00     | 242,643.71     | 11/29/2023    | 243              | 0.23           |
| Wells Fargo Securities MM                              | WFM5968        | Money Market                     | 11/3/2021       | 4.510      | 253,678.28         | 253,678.28     | 253,678.28     | N/A           | 1                | 0.23           |
| Sub Total / Average Brokerage   Wells Fargo Securities |                |                                  |                 | 1.088      | 2,727,678.28       | 2,725,178.28   | 2,659,044.12   |               | 246              | 2.48           |
| LGIP   LAIF                                            |                |                                  |                 |            |                    |                |                |               |                  |                |
| Local Agency Investment Fund LGIP                      | LAIF6352       | Local Government Investment Pool | 2/28/2009       | 2.831      | 22,867,188.50      | 22,867,188.50  | 22,867,188.50  | N/A           | 1                | 20.82          |
| Sub Total / Average LGIP   LAIF                        |                |                                  |                 | 2.831      | 22,867,188.50      | 22,867,188.50  | 22,867,188.50  |               | 1                | 20.82          |
| LGIP   Tulare County                                   |                |                                  |                 |            |                    |                |                |               |                  |                |
| Tulare County Pool LGIP                                | TULARE860      | Local Government Investment Pool | 5/5/2017        | 2.328      | 53,389,023.24      | 53,389,023.24  | 53,389,023.24  | N/A           | 1                | 48.60          |
| Sub Total / Average LGIP   Tulare County               |                |                                  |                 | 2.328      | 53,389,023.24      | 53,389,023.24  | 53,389,023.24  |               | 1                | 48.60          |
| Umpqua Bank                                            |                |                                  |                 |            |                    |                |                |               |                  |                |
| Umpqua MM                                              | MM7248         | Money Market                     | 8/19/2022       | 0.010      | 4,000,236.61       | 4,000,236.61   | 4,000,236.61   | N/A           | 1                | 3.64           |
| Sub Total / Average Umpqua Bank                        |                |                                  |                 | 0.010      | 4,000,236.61       | 4,000,236.61   | 4,000,236.61   |               | 1                | 3.64           |
| US Bank Custodian   Fixed Assets                       |                |                                  |                 |            |                    |                |                |               |                  |                |
| US Bank Cash                                           | USBANK         | Cash                             | 10/31/2022      | 0.000      | 415,557.49         | 415,557.49     | 415,557.49     | N/A           | 1                | 0.38           |
| Sub Total / Average US Bank Custodian   Fixed Assets   |                |                                  |                 | 0.000      | 415,557.49         | 415,557.49     | 415,557.49     |               | 1                | 0.38           |
| Wells Fargo   Operating Accounts                       |                |                                  |                 |            |                    |                |                |               |                  |                |
| Wells Fargo   General Account Cash                     | WFGGENERAL5186 | Cash                             | 10/31/2007      | 0.000      | 92,664.00          | 92,664.00      | 92,664.00      | N/A           | 1                | 0.08           |
| Wells Fargo   Self Insurance Cash                      | WFSELFINS1892  | Cash                             | 6/30/2020       | 0.000      | 108,024.28         | 108,024.28     | 108,024.28     | N/A           | 1                | 0.10           |
| Wells Fargo   Sweep Cash                               | WFSWEEP5186    | Cash                             | 6/30/2020       | 0.000      | 4,341,146.79       | 4,341,146.79   | 4,341,146.79   | N/A           | 1                | 3.95           |
| Sub Total / Average Wells Fargo   Operating Accounts   |                |                                  |                 | 0.000      | 4,541,835.07       | 4,541,835.07   | 4,541,835.07   |               | 1                | 4.13           |
| Total / Average                                        |                |                                  |                 | 2.124      | 109,855,519.19     | 110,097,661.19 | 109,029,120.92 |               | 108              | 100            |

City of Hanford  
Quarterly Transaction Report  
01/01/2023-03/31/2023

| Description                               | CUSIP/Ticker | Settlement Date | Face Amount/Shares | Principal    | Interest/Dividends | Total        | Portfolio Name                     |
|-------------------------------------------|--------------|-----------------|--------------------|--------------|--------------------|--------------|------------------------------------|
| Buy                                       |              |                 |                    |              |                    |              |                                    |
| Austin Telco FCU 4.95 7/26/2024           | 052392CL9    | 1/27/2023       | 250,000.00         | 250,000.00   | 0.00               | 250,000.00   | Brokerage   Multi-Bank Securities  |
| General Electric Credit Union 5 1/30/2024 | 369674CG9    | 1/30/2023       | 250,000.00         | 250,000.00   | 0.00               | 250,000.00   | Brokerage   Multi-Bank Securities  |
| Valley Strong 4.9 1/31/2024               | 920133AM7    | 1/31/2023       | 250,000.00         | 250,000.00   | 0.00               | 250,000.00   | Brokerage   Multi-Bank Securities  |
| Sub Total / Average Buy                   |              |                 | 750,000.00         | 750,000.00   | 0.00               | 750,000.00   |                                    |
| Matured                                   |              |                 |                    |              |                    |              |                                    |
| Cumberland Fed Bank 0.2 3/3/2023          | 23062KDQ2    | 3/3/2023        | 250,000.00         | 250,000.00   | 0.00               | 250,000.00   | Brokerage   Wells Fargo Securities |
| Morgan Stanley UT 2.65 1/25/2023          | 61747MH46    | 1/25/2023       | 64,000.00          | 64,000.00    | 0.00               | 64,000.00    | Brokerage   Higgins Capital        |
| Northstar Bank MI 1.15 3/31/2023          | 66704MEQ0    | 3/31/2023       | 250,000.00         | 250,000.00   | 0.00               | 250,000.00   | Brokerage   Higgins Capital        |
| Sub Total / Average Matured               |              |                 | 564,000.00         | 564,000.00   | 0.00               | 564,000.00   |                                    |
| Withdraw                                  |              |                 |                    |              |                    |              |                                    |
| Local Agency Investment Fund LGIP         | LAIF6352     | 2/28/2023       | 5,500,000.00       | 5,500,000.00 | 0.00               | 5,500,000.00 | LGIP   LAIF                        |
| Local Agency Investment Fund LGIP         | LAIF6352     | 1/13/2023       | 1,000,000.00       | 1,000,000.00 | 0.00               | 1,000,000.00 | LGIP   LAIF                        |
| Sub Total / Average Withdraw              |              |                 | 6,500,000.00       | 6,500,000.00 | 0.00               | 6,500,000.00 |                                    |



## AGENDA STAFF REPORT

|                               |                                         |
|-------------------------------|-----------------------------------------|
| <b>MEETING DATE:</b> 5/2/2023 | <b>AGENDA SECTION:</b> GENERAL BUSINESS |
|-------------------------------|-----------------------------------------|

### **SUBJECT:**

Authorization to award a contract to Interwest Consulting Group, for an amount not to exceed \$391,944.72 and appropriation of said amount to provide engineering and design services for the Downtown Traffic and Pedestrian Improvements Project.

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### **RECOMMENDATION:**

Recommended Motion: Award a contract to Interwest Consulting Group, for an amount not to exceed \$391,944.72 and appropriation of said amount in the ARPA Fund (0058-823646) to provide engineering and design services for the Downtown Traffic and Pedestrian Improvements Project.

### **BACKGROUND:**

#### **Project History**

On May 5, 2015, staff presented an item to City Council for the removal of five midblock crosswalks. These crosswalk locations were determined as non-compliant with current ADA requirements and need excessive improvements required to bring them into compliance. At that time, the Council heard comments and voted to remove two (2) of the five (5) crosswalks, and to evaluate the others for upgrades to meet ADA compliance.

In September of 2018, as directed by the City Council, a Downtown Pedestrian and Vehicular Safety Committee was formed. The purpose of forming that committee was to meet with staff and consultants to discuss the potential for converting some downtown streets to one-way streets, traffic calming at intersections, safety lighting, and traffic controls in the downtown area, with the intention of then meeting with the City Council and providing recommendations for a final report and plan for downtown improvements that would provide added benefit to pedestrian and vehicular safety in the downtown area. The committee consisted of local downtown business owners and representatives.

At the February 16, 2021 City Council meeting, staff along with the City's consultant, Peters Engineering, presented the Council with the results of the Downtown Committee's recommendations for the Downtown Pedestrian Safety & Traffic Circulation Study. At that meeting, the Council directed staff to move forward with the recommendations of the committee. The recommendations included roundabouts along Douty Street at Sixth, Seventh and Eighth Street, the removal of five mid-block crosswalks on Irwin, Douty, and Sixth Street, and construction of pedestrian curb extensions at twenty eight (28) intersections in the downtown study area.

At the September 7, 2021 City Council Study Session, staff discussed the Downtown traffic circulation and related improvements to improve Safety and Walkability and potential funding



opportunities of the Clean California Local Grant Program administered by the California Department of Transportation. Staff presented the committee project recommendations for the Council's review and direction. The Council further discussed the mid-block crosswalks and the project budget. It was the Council consensus to direct staff to move forward with the recommendations. Additional appropriations would be presented to the Council at a future meeting for review and approval.

At the June 21, 2022 Council meeting Study Session, staff presented the ARPA funding information to Council and requested approval for allocations. Council approved the recommendation to allocate \$4.4 million for Downtown Street Economic Development of Sixth Street, Seventh Street and Eighth Street improvements. Should additional funding become available, or if existing funding is redirected, additional downtown intersections could be improved with curb extensions as identified in the Study.

At the December 6, 2022, City Council meeting, Council requested that staff present the potential development scenarios for the downtown, including the implications of including a roundabout at 7th and Douty, three roundabouts on Douty ,and four-way stops on Douty.

At the December 20, 2022, City Council meeting, as requested by Council, Peters Engineering Group, along with City staff, presented the development scenarios and the implications to traffic, parking, future planning and budget for each scenario. Council directed staff to circulate a Request for Proposals for the design of pedestrian improvements and a single roundabout at 7th and Douty.

### **Request for Proposals**

Per Council direction, City staff circulated a Request for Proposals for the Engineering and Design Services for the Downtown Traffic and Pedestrian Improvements Project. The Request for Proposals identified the following design and engineering tasks:

1. Roundabout at the intersection of Douty Street and Seventh Street, including ADA compliant sidewalk, curb and gutter, alley approaches, ADA ramps, storm drainage improvements, street section reconstruction, and diagonal parking modifications on Douty Street from Sixth Street to Eighth Street.
2. Reconfiguring Douty from four to two lanes from Sixth to Eighth Street and replace existing parallel parking with angled parking ("Road Diet")
3. Streetscape Improvements on Douty from Sixth Street to Eighth Street and on Seventh Street from Douty to Irwin.
4. Removal of traffic signals not meeting warrants at Seventh and Harris, Seventh and Irwin and Seventh and Douty. Replace Seventh and Harris and Seventh and Irwin with bulb-outs and four-way stops. Replace Seventh Street and Douty signal lighting with a roundabout design.

The City received three proposals by the March 17, 2023 deadline.

### **Evaluation and Selection Process**

As part of the evaluation and selection process, the City established a review committee to score the written proposals based on the following criteria:

- a) Statement of Qualifications
- b) Depth and breadth of experience and expertise in the phase(s) of work requested.
- c) Project approach.
- d) Degree of availability, project team, and schedule.
- e) Sufficient Good Faith Efforts.

f) Other qualifications and criteria as deemed appropriate.

Following the review of the written proposals, interviews were conducted with each of the three firms to further evaluate each firm's qualifications and to discuss their approach to the project. Consultants were scored during the proposal review phase and received an additional score during the interview phase. Each review committee member provided a score based on the adopted scoring criteria and final scores were determined by averaging the scores of each committee member.

The results from the scoring process are provided below:

| <b>Firm</b>                              | <b>Average Score</b> |
|------------------------------------------|----------------------|
| Interwest Consulting Group (Ontario, CA) | 95.67                |
| 4 Creeks, Inc. (Hanford, CA)             | 91.33                |
| Peters Engineering Group (Clovis, CA)    | 89.87                |

### **Consutlant Recommendation**

Based on the established scoring criteria, Interwest Consulting Group was determined to have the most qualified proposal for the project. Interwest Consulting Group is proposing to provide engineering and design services for the Downtown Traffic and Pedestrian Improvements Project for an amount not to exceed \$391,944.72. If authorized, staff will enter into an agreement to begin the engineering and design process for the project.

### **FISCAL IMPACT:**

Project cost of \$391,944.72 will be paid out of the Downtown Traffic and Pedestrian Improvements Project ARPA allocation (823646) that was previously allocated by City Council. This project has a total allocation of \$4.416 million and must be obligated by the end of 2024 and all funding spent by the end of 2026.

### **ATTACHMENTS:**

1. Cost Proposal

|                             |                       |           | Environmental Compliance | Prelim Design | Utility Coordination<br>(Fixed Fee) | Public Outreach | PS&E          | Bidding Services<br>(Optional) |
|-----------------------------|-----------------------|-----------|--------------------------|---------------|-------------------------------------|-----------------|---------------|--------------------------------|
| Tasks                       |                       |           | 1                        | 2             | 3                                   | 4               | 5             | 6                              |
| <b>Interwest + CGA Team</b> |                       |           |                          |               |                                     |                 |               |                                |
| Personnel                   | Classification        | TTL Hrs   |                          |               |                                     |                 |               |                                |
| Nicole Jules, PE            | Principal-In-Charge   | 90        | 10                       | 10            |                                     | 10              | 60            | TBD                            |
| Gianno Feoli, ASLA          | Project Manager       | 130       |                          | 30            |                                     | 40              | 60            |                                |
| Joe Indrawan, PE            | Senior Engineer       | 56        |                          | 6             |                                     | 10              | 40            |                                |
| Dominic Mack, PLA           | Urban Designer        | 185       |                          | 60            |                                     | 45              | 80            |                                |
| Seth Jenison, PE, TE        | Traffic Engineer      | 111       |                          | 6             |                                     | 5               | 100           |                                |
| Joseph Mullaney, EIT        | Associate Engineer II | 118       |                          | 8             |                                     |                 | 110           |                                |
| Keith Vines                 | Associate Engineer I  | 148       |                          | 8             |                                     |                 | 140           |                                |
| Larry Morita, PLA           | Landscape Architect   | 26        |                          | 6             |                                     |                 | 20            |                                |
| Sophia Neves                | Landscape Designer    | 246       |                          | 36            |                                     | 60              | 150           |                                |
| Mitzi Napoles               | Landscape CADD Tech   | 340       |                          | 60            |                                     | 60              | 220           |                                |
| James Young Park, PE, QSD   | Senior Engineer       | 60        |                          | 10            |                                     |                 | 50            |                                |
| Lea Reis, PE, QSD/P         | Senior Engineer       | 210       |                          | 20            | 30                                  | 20              | 150           |                                |
| Ling Luo, PE                | Civil Design Leader   | 492       |                          | 92            | 30                                  | 20              | 350           |                                |
| Jingpei Zhang, EE           | Electrical Engineer   | 48        |                          | 8             |                                     |                 | 40            |                                |
| Tyrone J. Chesaneck, PE     | Construction Manager  | 80        |                          |               |                                     |                 | 80            |                                |
| Richard Walker              | CEQA Specialist       | 100       | 100                      |               |                                     |                 |               |                                |
| <b>Cost Per Task</b>        |                       |           | \$ 17,498.71             | \$ 45,360.04  | \$ 8,244.06                         | \$ 31,165.74    | \$ 204,518.93 | \$ 0                           |
| <b>Subconsultants</b>       |                       |           |                          |               |                                     |                 |               |                                |
| Counts Unlimited            | \$                    | 3,600.00  |                          |               |                                     |                 |               |                                |
| Ninyo & Moore               | \$                    | 20,913.61 |                          |               |                                     |                 |               |                                |
| Unico Engineering           | \$                    | 36,950.63 |                          |               |                                     |                 |               |                                |
| Rincon Consultants          | \$                    | 23,693.00 |                          |               |                                     |                 |               |                                |
| <b>OVERALL TOTAL</b>        |                       |           | \$                       |               | <b>391,944.72</b>                   |                 |               |                                |

| Council Future Agenda Items |                                                                                                                                                                                  |                   |               |               |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------|---------------|
| Originated Date             | Item                                                                                                                                                                             | Originator        | Staff Lead    | Date Estimate |
| 12/20/2022                  | Presentation to City Council regarding Youth Sports Activities and related field usage and level of services provided after the formation of the Field Sports Advisory Committee | Council Consensus | Brad Albert   | 6/6/2023      |
| 3/21/2023                   | Discussion regarding the feasibility of implementing a permitting system to allow for portable basketball hoops within the City's Right of Way                                   | Council Consensus | Various Staff | 6/20/2023     |