City Council Meeting
Agenda

August 15, 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 Brown 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. Community Development: Presentation regarding potential changes to the City's mural approval process that would either limit content-based restrictions on murals or effectively prohibit murals within the city

B. Community Development: Presentation regarding the required permitting and ordinance changes needed to allow basketball hoops in the City's right-of-way

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

A. CONFERENCE WITH LEGAL COUNSEL- REAL PROPERTY NEGOTIATION (GC 54956.8)

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

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

APNs: 028-240-018, 028-240-020, 028-310-008, 028-310-025, 028-310-005, 028-310-007, 028-240-008, 028-240-016, 028-240-021, and 028-240-019

Negotiating Party: Philip Verwey
Agency Negotiators: Mario Cifuentez and Ty Mizote

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

FLAG SALUTE:

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 July 18, 2023 Meeting

C. City Attorney: Approval of the Lease with Latis, LLC for the property known as the Future Heroes Park Land and Authorization for the Mayor to execute the Lease Agreement.

D. City Attorney: Approval of an Agricultural Ground Lease with Phillip Verwey Farms for the 1,600 acres of land owned by the City's Wastewater Fund for an annual amount of $161,600, with an annual credit of $69,000 for the development of two (2) wells on the site by the Lessee.

E. Community Development: Adoption of Resolution 23-34-R, Supporting the submittal of an application for up to $3,000,000 from the California Department of Housing and Community Development (HCD) State's 2023 Manufactured Housing Opportunity and Revitalization Program (MORE) program, for the Rehabilitation or Replacement of Resident's Mobile homes within Hanford city limits.

F. Parks and Community Services: Approval of a three-year agreement with Magic Ice, Inc. (Miami, FL) for the rental of a 60' x 100' natural ice skating rink for the Winter Wonderland Event for a total contract price of $552,917

G. Public Works: Approval of a Grant of Easement to Southern California Edison for the purpose of installing utilities to a telecommunications site and Authorization for the City Manager to execute and the City Clerk to attest and file said deeds with the Kings County Recorder's Office; and Approval of an Access and Utility Agreement with T-Mobile West LLC, a Delaware limited liability company for the right to construct, operate,

maintain, repair, and replace utility infrastructure within the easement.

H. Police: Approval of an amended contract between the City of Hanford and the Hanford Joint Union High School School District, in the amount of $98,000 for each of the four School Resource officers, for a total contract amount of $392,000 annually.

I. Police: Approval of an amended contract between the City of Hanford and Kings County Office of Education School Resourse Officer services, for an annual contract amount to $98,000 for one officer.

GENERAL BUSINESS:

A. Police: Authorization to add two (2) new Police Officer positions and one (1) new patrol vehicle from existing and 2023/2024 funding from the Citizens Options' for Public Safety (COPS) Fund and Appropriation of $317,800 in the fiscal year 2023/2024 budget to cover the expenses.

B. Community Development: Approval of the purchase of four (4) 2023 Ford E-Transit-350 Cargo Vans from Future Ford of Clovis (Clovis, CA) for a total price of $266,821.52, to be partially funded by $80,000 in grant funding from the San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD) and adoption of Resolution No. 23-35-R to authorize the City Manager as administrator for the Alternative Fuel New Vehicle Program Grant.

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:

Every Saturday: Free Fitness Court Classes at Hidden Valley Park 8:00 a.m. - 9:00 a.m.
August 19: Walk with a Doc at the Hanford Mall (food court entrance) 9:00 a.m. - 10:00 a.m.
September 4: City offices will be closed in observance of Labor Day
September 5: Cancelled City Council Meeting
September 19: Regular City Council Meeting
September 20-22: Annual Conference and Expo in Sacramento

ADJOURNMENT:

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

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

AGENDA
STAFF REPORT

MEETING DATE: 8/15/2023	**AGENDA SECTION:** STUDY SESSION

SUBJECT:
Presentation regarding potential changes to the City's mural approval process that would either limit content-based restrictions on murals or effectively prohibit murals within the city

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RECOMMENDATION:

Recommendation: That the City Council receive this presentation and Provide Direction to Staff Regarding the City's Mural Regulations

BACKGROUND:

City Murals are currently regulated by Hanford Municipal Code 17.56. A recent review of the mural ordinance revealed that certain portions of it are not enforceable due to First Amendment protections. More specifically, the City can not have "content-based laws" and any restrictions on murals should be “time, place, or manner” regulations that apply to all commercial and non-commercial signs, including murals.

The City analyzed alternatives to the current ordinance and identified two potential options:

1. Establish rules for non-commercial signage, including murals, that are: (i) based upon content-neutral “time, place, or manner” restrictions; and (ii) no more stringent than the rules imposed on commercial signs.

OR

2. Through content-neutral rules (e.g., restrictions on signage size, number, placement, etc.), the City could, in effect, limit or prohibit murals by causing a building owner or tenant to choose between placing traditional commercial signage and a mural.

Option 1 would continue to allow for murals with limited restrictions on the content. Option 2 would effectively limit or prohibit murals altogether by enforcing signage requirements on murals.

If the City continues to allow murals, Staff would update the existing ordinance to create a mural policy that sets forth the application and approval processes. The new process would allow for administrative approval and would not take content into consideration (outside of material meeting the legal definition of obscenity). If the City would like to limit or prohibit new murals, the new ordinance would indicate that murals are reviewed consistent with the City's sign criteria.

FISCAL IMPACT:

ATTACHMENTS:
None

AGENDA
STAFF REPORT

MEETING DATE: 8/15/2023	**AGENDA SECTION:** STUDY SESSION

SUBJECT:
Presentation regarding the required permitting and ordinance changes needed to allow basketball hoops in the City's right-of-way

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RECOMMENDATION:

Recommendation: Provide direction to City Staff regarding the process of allowing, or not allowing, basketball hoops to encroach on City Right-of-Way.

BACKGROUND:

On March 21, 2023 the City Council received a presentation regarding Title 12 of the City's Municipal code and City Policies for Encroachment and Uses and Obligations of property owners within the City's Right-of-Way. As a result of that Study Session, Council requested additional information regarding the potential for creating an approval process that would allow basketball hoops within City Right-of-Way. Staff analyzed potential options that could allow residents to safely play basketball in the street. Research into the subject revealed that the State's Attorney General has previously provided guidance on this issue. Specifically, the Attorney General weighed in on these questions:

May a city authorize its residents to install basketball standards in the public right-of- way between the sidewalks and street curbs of residential neighborhoods so that the backboards face the streets and extend beyond the curbs?

The Attorney General indicated that a City could "...authorize its residents to install basketball standards in the public right-of- way between the sidewalks and street curbs of residential neighborhoods so that the backboards face the streets and extend beyond the curbs, **provided that the safety and convenience of the traveling public are protected**". The opinion provided some potential ways by which a City could protect the safety and convenience of the traveling public including:

1. Approval could be "*…granted in accordance with certain criteria as to location e.g., in cul-de-sacs and on short residential streets, adequate visibility to motorists, and adequate sidewalk and roadway clearances.*"
2. In addition, the City permits "…*would also be subject to certain conditions pertaining to use, e.g., consent from residents of neighboring homes, limitation on hours of use, and evidence of public liability and property damage insurance*."
3. Lastly, "The *criteria and conditions would be specified in a duly enacted city ordinance.*

In accordance with the Attorney General's Opinion, the City could establish a permitting system that allows basketball hoops to encroach on City Right-of-Way. To meet the criteria outlined in the Opinion the City could condition permits on the following:

1. Location restrictions
2. Minimum distances from property lines
3. Adequate visibility for motorists
4. Adequate sidewalk and roadway clearances
5. Consent from residents of neighboring homes
6. Limitation of hours
7. Evidence of public liability and property damage insurance
8. Fees for permits and renewal process

Meeting these requirements would help meet the Attorney General's requirement to protect the traveling public; however, it would require applicants to undergo a permitting process that has several requirements.

The creation of a new permit type would require an amendment to the Hanford Municipal Code, the creation of a new permit type, and establishing a fee structure associated with the permit.

Allowing basketball hoops on sidewalks will be problematic as the Americans with Disabilities Act (ADA) requires a minimum clearance of forty-eight inches (48") for sidewalks, which may be reduced to thirty-two inches (32") for a length of twenty-four inches (24") as long as reduced access segments are separated by full-access segments that are forty-eight inches (48") long and forty-eight inches (48") wide. In other words, even under the ADA exception, at least thirty-two inches (32") of sidewalk width must remain unobstructed.

Also, allowing basketball hoops within roadways will give rise to significant safety problems. New residential streets in the City are designed in accordance with City-adopted standards to meet the following criteria: (i) sixty foot (60') wide right-of-way; (ii) ten foot (10') wide paved travelways in each direction; and (iii) eight foot (8') wide paved parking lanes on each side of the street. Parking lanes serve multiple purposes, including onstreet parking and shoulders that allow motorists to "correct" if they inadvertently deviate from the travelway. Obstructions (e.g., mailboxes and trees) are not allowed within travelways or parking lanes for safety reasons.

FISCAL IMPACT: STAFF COSTS ASSOCIATED WITH THE CREATION OF A NEW PERMIT TYPE

ATTACHMENTS:

1. Attorney General Opinion

TO BE PUBLISHED IN THE OFFICIAL REPORTS

OFFICE OF THE ATTORNEY GENERAL
State of California

DANIEL E. LUNGREN
Attorney General

OPINION	:	
	:	No. 92-1004
of	:	
	:	MARCH 23, 1993
DANIEL E. LUNGREN Attorney General	:	
GREGORY L. GONOT Deputy Attorney General	:	

THE HONORABLE VALERIE BROWN, MEMBER OF THE CALIFORNIA ASSEMBLY, has requested an opinion on the following question:

May a city authorize its residents to install basketball standards in the public right-of-way between the sidewalks and street curbs of residential neighborhoods so that the backboards face the streets and extend beyond the curbs?

CONCLUSION

A city may authorize its residents to install basketball standards in the public right-of-way between the sidewalks and street curbs of residential neighborhoods so that the backboards face the streets and extend beyond the curbs, provided that the safety and convenience of the traveling public are protected.

ANALYSIS

We are advised that a city council is considering the implementation of a permit system to provide additional recreational opportunities for the residents of the city. It would issue an encroachment permit to a resident allowing the installation of a basketball standard, with attached backboard and goal, in that portion of the public right-of-way consisting of the landscaped strip owned by the resident between the sidewalk and curb. Issuance of the permits would be granted in accordance with certain criteria as to location, e.g., in cul-de-sacs and on short residential streets, with minimum specified distance from property lines, adequate visibility to motorists, and adequate sidewalk and roadway clearances. The permits would also be subject to certain conditions pertaining to use, e.g., consent from residents of neighboring homes, limitation on hours of use, and evidence of public liability and property damage insurance. The criteria and conditions would be specified in a duly enacted city ordinance.

The question presented for resolution is whether a city may establish a permit system for the installation of basketball standards as above described. We conclude that it may, as long as the safety and convenience of the traveling public are protected.

The general authority of cities to adopt regulations and ordinances is set forth in Article XI, section 7 of the California Constitution:

> "A county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws."

This authority, often referred to as the "police power," is a plenary power subject only to the limitations that it be exercised by cities (and counties) within their territorial limits and be subordinate to state law. Apart from these limitations, a city's police power is as broad as the police power exercisable by the Legislature itself. (*Candid Enterprises, Inc.* v. *Grossmont Union High School Dist.* (1985) 39 Cal.3d 878, 885; *Birkenfeld* v. *City of Berkeley* (1976) 17 Cal.3d 129, 140; 73 Ops.Cal.Atty.Gen. 28, 29-30 (1990): 73 Ops.Cal.Atty.Gen. 13, 13-14 (1990).)

The "general laws" most relevant to the present inquiry are the statutes contained in the Vehicle Code.[1] Section 21 provides:

> "Except as otherwise expressly provided, the provisions of this code are applicable and uniform throughout the state and in all counties and municipalities therein, and no local authority shall enact or enforce any ordinance on the matters covered by this code unless expressly authorized therein."

To the extent that it occupies certain fields of law, such as traffic regulation and control, the Vehicle Code preempts local legislative action. (See *Rumford* v. *City of Berkeley* (1982) 31 Cal.3d 545, 551; *City of Lafayette* v. *County of Contra Costa* (1979) 91 Cal.App.3d 749, 755-756; 73 Ops.Cal.Atty.Gen. 13, 14, *supra*.) As we stated in 30 Ops.Cal.Atty.Gen. 69, 71 (1957): ". . . . the Vehicle Code is composed of several fields of law, and the problem becomes to determine with respect to each field whether the Legislature intended to fully occupy that field. . . ."

We have examined the statutes of the Vehicle Code in some detail. (See, e.g., §§ 21950-21969.) The closest provisions we have found to the regulation of basketball standards installed in the public right-of-way are section 21967 [a local authority may adopt rules and regulations by ordinance or resolution prohibiting or restricting persons from riding or propelling non-motorized skateboards on highways, sidewalks or roadways], section 21968 [no motorized skateboards may be propelled on highways, sidewalks, roadways, trails, or bicycle paths], and section 21969 [a local authority may adopt rules and regulations by ordinance regulating persons engaged in rollerskating on a highway, sidewalk, or roadway]. None of these address the recreational street activity of the type with which we are concerned.

In *Amezcua* v. *City of Pomona* (1985) 170 Cal.App.3d 305, the court upheld an ordinance which regulated motor vehicles parked on city streets selling merchandise or food and which prohibited nonmotorized pushcarts. The court stated that the ordinance "is primarily concerned with the safety of all the users of the city streets and sidewalks" and was not preempted by the Vehicle Code, since it was "not addressing the regulation of vehicular traffic." (Id., at p. 311.) The court noted that "the Vehicle Code is silent regarding the type of pushcart involved in this case." (It., at p. 311, fn. 6.)

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[1]All section references hereafter to the Vehicle Code are by section number only.

At most, we believe that the regulation of basketball standards installed in the public right-of-way is not precluded by the Vehicle Code, since such regulation would only affect incidentally the code's preempted fields of traffic control and safety. (See *People* v. *Mueller* (1970) 8 Cal.App.3d 949, 954 [state preemption of a field of law would not preclude local legislation enacted for the public safety which only incidentally affects the preempted field]; 75 Ops.Cal.Atty.Gen. 239, 244 (1992); see also *Birkenfeld* v. *City of Berkeley, supra,* 17 Cal.3d 129, 141-142.)

Turning to the issue of whether the proposed ordinance would constitute a reasonable exercise of the city's police power, we first observe the applicable standard of review for police power ordinances set forth in *Ratkovich* v. *City of San Bruno* (1966) 245 Cal.App.2d 870, 878-879:

> "We said in *Rhain* v. *City of Palo Alto* (1962) 207 Cal.App.2d 173, 186: "Where it is urged that a municipal ordinance does not constitute a proper exercise of the police power, the inquiry of the court is limited to determining (1) whether the object of the ordinance is one for which the police power may be properly invoked and, if so, (2) whether the ordinance bears a reasonable and substantial relation to the object sought to be attained.' [Citations.] In the exercise of its police power a legislative body is vested with a broad discretion to determine not only what the public interests require but what measures are necessary for the protection of such interests. [Citations.] Every intendment is to be indulged in by the courts in favor of the validity of its exercise. [Citations.]
>
> "The determination by the legislative body of the facts warranting its action will not be set aside or disregarded by the courts unless the legislative decision is clearly and palpably wrong and such error appears beyond a rational doubt from facts or evidence which cannot be controverted. [Citations.] The courts will not nullify laws enacted under the police power unless they are manifestly unreasonable, arbitrary or capricious, having no real or substantial relation to the public health, safety, morals or general welfare. [Citations.] A court is not concerned with the wisdom or policy of the law and cannot substitute its judgment for that of the legislative body if there is any reasonable justification for the latter's action. [Citations.] If reasonable minds might differ as to the reasonableness of the ordinance [citations] or if the reasonableness of the ordinance is fairly debatable [citations], the ordinance must be upheld. As the court said in *Lockard*: `In considering the scope or nature of appellate review in a case of this type we must keep in mind the fact that the courts are examining the act of a coordinate branch of the government--the legislative--in a field in which it has paramount authority, and not reviewing the decision of a lower tribunal or of a fact-finding body. Courts have nothing to do with the wisdom of laws or regulations, and the legislative power must be upheld unless manifestly abused so as to infringe on constitutional guaranties.' (33 Cal.2d 453, 461.)"

Accordingly, a city council has broad discretion to determine what is reasonable in fashioning a permit system under its police power to promote the public health, safety, and welfare. (See *Amezcua* v. *City of Pomona, supra,* 170 Cal.App.3d 305, 309-310; *Barenfeld* v. *City of Los Angeles* (1984) 162 Cal.App.3d 1035, 1040; *O'Hagen* v. *Board of Zoning Adjustment* (1971) 19 Cal.App.3d 151, 158; *Carlin* v. *City of Palm Springs* (1971) 14 Cal.App.3d 706, 711-712; *McMahan's Furniture Co.* v. *City of Pacific Grove* (1963) 219 Cal.App.3d 732, 734-736.)

With respect to the rights and duties of the residents in question, the residents would have legal title to the right-of-way between the sidewalk and curb and would be responsible for its

maintenance. (See Civ. Code, § 831; Sts. & Hy. Code, § 5610; *Williams* v. *Foster* (1989) 216 Cal.App.3d 510, 515-522; *Jones* v. *Deeter* (1984) 152 Cal.App.3d 798, 801-803; *Moeller* v. *Fleming* (1982) 136 Cal.App.3d 241, 244-245; *Low* v. *City of Sacramento* (1970) 7 Cal.App.3d 826, 829-830, 834.) As stated in *Abar* v. *Rogers* (1972) 23 Cal.App.3d 506, 512:

> "As the owner of the fee to the street's center, the abutting owner may make any use of the street consistent with the public right. [Citations.] It is said that subject to the public easement, he may exercise all `rights of dominion over his land' [citation], and he is entitled to `all profit or advantage which may be derived therefrom' [citation]."

The residents may make use of their landscaped strip of land between the sidewalk and curb in any manner "not inconsistent with the public easement." (*City of Berkeley* v. *Gordon* (1968) 264 Cal.App.2d 461, 466; see *People ex rel. Dept. of Pub. Wks.* v. *Presley* (1966) 239 Cal.App.2d 309, 312; *People* v. *Henderson* (1948) 85 Cal.App.2d 653, 656.)

On the other hand, "[l]egislation requiring that a permit be issued by a municipality as a condition precedent to the erection of a structure on property privately owned, or to the use that may be made of such property, if reasonable, is a valid exercise of the police power. [Citations.]" (*O'Hagen* v. *Board of Zoning Adjustment, supra,* 19 Cal.App.3d 151, 158.) Moreover, the "people as a whole have a paramount right to use the public streets wherever located, such right being superior to any right of a portion of the general public to any use of the street inconsistent therewith." (*City of Los Angeles Metropolitan Water Dist.* (1981) 115 Cal.App.3d 169, 173; see *Airways Water Co.* v. *County of L.A.* (1951) 106 Cal.App.2d 787, 790.) "The public entity owns . . . an easement for travel by the public." (*Abar* v. *Rogers, supra,* 23 Cal.App.3d 506, 511.)

While these general principles are easily stated, their application in particular situations may be more challenging. Based upon our review of the relevant cases, we agree with the following observation contained in I0A McQuillin, Municipal Corporations (3d ed. 1990) section 30.74, page 430:

> "Obviously no absolute rule can be stated concerning what encroachments or obstructions can or should be permitted by the municipality. What the municipality is authorized to permit is to be determined mainly by the proper construction of the applicable local laws. Apart from such consideration, what the municipality should permit is to be ascertained from the viewpoint of the public interest having regard to the local conditions. The final question is: Are the obstructions or encroachments involved unreasonable and against the public rights and general welfare?" (Fns. omitted.)

The nature and extent of the encroachment is decisive in determining the question of reasonableness. (See *Calder* v. *City etc. of San Francisco* (1942) 50 Cal.App.2d 837, 840.)

Clearly not all obstructions in the public right-of-way are undesirable and subject to total prohibition. In the area between the sidewalks and curbs of many cities in California may be found mail boxes, fire hydrants, trees, telephone poles, cable television wires, bicycle racks, trash receptacles, bus stop benches, newspaper racks, parking meters, telephone booths, water fountains, monuments, and statues and other works of art. (See *People* v. *Amdur* (1954) 123 Cal.App.2d Supp. 951, 955-957.) Over streets and sidewalks may be found theatre marquees and various types of lines and wires, among other encroachments. (See I0A McQuillin, *supra*, at pp. 344-413.)

We note that counties have express statutory authority to establish a permit system for encroachments in the public right-of-way. (Sts. & Hy. Code, §§1460-1470.) Similarly, we believe that a city may exercise its police power authority to establish a permit system for the installation of basketball standards between the sidewalks and curbs of residential neighborhoods. The proposed installations would not obstruct the right of travel or affect the safety of the traveling public when not is use. A city may control the public right-of-way by reasonably regulating the installation of obstructions consistent with the right to travel. (See *Abar* v. *Rogers, supra,* 23 Cal.App.3d 506, 512; *Carlin* v. *City of Palm Springs, supra,* 14 Cal.App.3d 706, 712; *City of Berkeley* v. *Gordon, supra*, 264 Cal.App.2d 461, 464-467; *People ex rel. Dept. of Pub. Wks.* v. *Presley, supra,* 239 Cal.App.2d 309, 315-316; *McMahan's Furniture Co.* v. *City of Pacific Grove, supra,* 219 Cal.App.2d 732, 734-736; *People* v. *Henderson, supra,* 85 Cal.App.2d 653, 658-659; *Laura Vincent Co.* v. *City of Selma* (1941) 43 Cal.App.2d 473, 476; *People* v. *Amdur, supra,* 123 Cal.App.2d Supp. 951, 959-964.)

The activity of playing basketball on the city's residential streets presents related but differing considerations. Such activity would occur only occasionally but conceivably could affect at times the safety of the traveling public. Increased neighborhood noise, injuries to players, and property damage would be additional factors to be evaluated by the city council in exercising the city's police power to promote the health, safety, and welfare of the public.

Residential streets are typically used for a variety of recreational activities unrelated to "travel." Children riding their bicycles in circles, playing hopscotch, throwing footballs, baseballs, and frisbees, and flying kites may be viewed on a normal day in many towns and cities throughout the state. The regulation of walking, jogging, skateboarding, rollerskating, and rollerblading similarly involves legitimate governmental interests in promoting the health, safety, and welfare of the general public. (See §§ 21954, 21961, 21967-21969.)

We view the playing of basketball on residential streets as simply another type of activity that may be regulated or prohibited to protect the public's safety and right to travel. (See *Amezcua* v. *City of Pomona, supra,* 170 Cal.App.3d 305, 310-311 [regulation of vendors parked on city streets upheld; "The city's concern for the safety of the city street and sidewalk user as well as the pushcart operator is addressed by this ordinance"]; *San Francisco Street Artists Guild* v. *Scott* (1976) 37 Cal.App.3d 667, 674 [licensing of street peddlers upheld; "Municipal authorities, as trustees for the public, have the duty to keep their communities' streets open and available for movement of the public and property, the prime purpose to which streets are dedicated"]; *In re Bodkin* (1948) 86 Cal.App.2d 208, 209-213 [city ordinance prohibiting crowds from obstructing streets or sidewalks upheld; "a municipality may `enact and enforce reasonable regulations for the control of traffic and the use of the streets'"].)

Finally, we observe that the issue of the liability of the city and of the residents for personal injuries or property damage incurred by the playing of basketball on the city's streets under the proposed ordinance is beyond the scope of this opinion.

In answer to the question presented, we conclude that a city may authorize its residents to install basketball standards in the public right-of-way between the sidewalks and street curbs of residential neighborhoods so that the backboards face the streets and extend beyond the curbs, provided that the safety and convenience of the traveling public are protected.

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AGENDA
STAFF REPORT

MEETING DATE: 8/15/2023	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Approval of the Minutes of the July 18, 2023 Meeting

RECOMMENDATION:

Recommendation: Approval of the Minutes of the June 18, 2023 Meeting

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:
1. July 18, 2023 Minutes

City Council Regular Meeting
Minutes
July 18, 2023 7:00 PM
Council Chambers
400 N. Douty St.

5:00 PM CALL TO ORDER STUDY SESSION:

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

ROLL CALL BY THE CITY CLERK:

Present:	Absent:
Council Member Lou Martinez Council Member Travis Paden Council Member Diane Sharp Council Member Kalish Morrow	Council Member Mark Kairis

PUBLIC COMMENT:

Study Sessions are considered Special Meetings under the Brown 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.*

Bob Ramos commented on the downtown beautification project budget. He does not agree with the presented process. He also commented on the development of Heroes Park Project.

Dennis Ham questioned the budget of the Hidden Valley Project.

Brian Fugundes commented on the process of developing the Hidden Valley land into additional parkland.

Robert Bently thanked the Council for moving forward with the Hidden Valley Project. He also questioned the city's outreach effort regarding the project. The Parks and Community Services Director, Brad Albert, responded to his question.

Art Brieno expressed the importance of having more basketball courts in city parks. He also commented on the design phase of Hidden Valley Park.

STUDY SESSION:

A. Presentation to Council regarding the official results of the Community Surveys for Hidden Valley Park and a report on the next steps and projected costs for the project.

Deputy City Manager Jason Waters and Parks and Community Services Director Brad Albert discussed the project

requirements, time frame and the survey results for the Council's review and direction. The Council provided their input and discussed the community outreach events, the budget, and questioned the ARPA funds. Staff addressed the questions from the Council. Staff will bring back conceptual designs for the Council's review and direction in 6 to 9 months.

Mayor Paden adjourned the study session at 6:15 p.m.

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 Council Member Travis Paden Council Member Diane Sharp Council Member Kalish Morrow	Council Member Mark Kairis

INVOCATION:

The invocation was led by Pastor Mark Curts.

FLAG SALUTE:

The flag salute was led by Council Member Kalish Morrow.

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.

Dennis Ham commented on consent item N, the purchase of a fire engine, and requested that it be pulled for separate discussion.

Larry Faria commented on the proposed location of the homeless shelter and requested that the project be shared with the public.

Todd Nelson expressed his concerns regarding General Business Item B, the approval of the MOU pertaining to the annexation.

Singh Shaygan, a developer of a new business in Hanford, expressed his concerns regarding the proposed location of a homeless shelter in Hanford and he asked the Council to keep the public informed.

Bob Ramos commented on consent item E, and requested that it be pulled for separate discussion. He also commented on the areas in the city with weeds, the proposed homeless shelter, and the Longfield Center.

Richard Tipton commented on Vice Mayor Kairis's social media post. He also commented on the homeless shelter location and disagreed with it.

Onan Champi thanked the city for the help and support they provided regarding the approval of the NOC on the

agenda. He also commented on general business item B.

Anna Brookehsire questioned the resolution on consent item E.

Kimber Regan commented on the location of the homeless shelter and spoke in opposition. She also commented on Council Member Kairis's social media post.

Stephanie Magnia, Director of the Kings Art Center, spoke in support of the consent item G, approval of the requested mural to be painted on the exterior wall of an existing building.

Dr. Enrique shared his suggestions to assist with the growing homeless issue in Hanford. He also stated that he enjoys living in Hanford.

Adre Barona commented on the homeless issue in Hanford and compared it to bigger cites. He also commented on the illegal fireworks in his neighborhood.

Art Brieno requested to pull item P for clarification. He also commented on a homeless camp in the city.

Leticia Hinojosa, Executive Director of Programs for the Kings Tulare Homeless Alliance spoke in support of consent item E, and announced that she was available for questions.

CONSENT CALENDAR:

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

Items C, E, F, N, O, and P were pulled from the consent calendar. Motion to Approve the consent calendar, except for the items pulled for separate discussion.

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

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

B. City Clerk: Approval of the Minutes of the June 6, 2023 Meeting

C. City Attorney: Approval of the City's formal response to the 2022-23 Grand Jury Report Regarding Homeless Issues

D. Community Development: Approval of Mural No. 0001-23: a request by the Kings Art Center to paint a mural onto the exterior wall of an existing building. The property is located at 605 N. Douty Street. (APN 010-221-021)

E. Parks and Community Services: Adoption of Resolution 23-24-R, approving the Annual Engineer's Report and Intention to Levy and Collect Assessments for Fiscal Year 2023/2024 as outlined in the Annual Engineer’s Report, which has been prepared pursuant to Chapter 3 of the Landscape and Lighting Act of 1972. The proposed assessments outlined in the Engineer’s Report are less than or equal to the authorized maximum assessment for each landscape assessment district.

F. Public Works: Approval of a purchase order with Martin Merietta for the purchase of asphalt material in the amount of $120,000.

G. Public Works: Approval of purchase order to Ennis Flint Inc. for the purchase of traffic marking paint, not to exceed $79,110.

H. Public Works: Approval of the Final Map, Subdivision Agreement and acceptance of Easements for Tract No. 928, Unit No. IV (Fargo Avenue, Centennial Drive & Sangiovese Street)

I. Public Works: Approval of the Final Map and Subdivision Agreement for Tract No. 915, Unit No. 1, with Enclave Developers, LLC, and Acceptance of all easements and dedications offered for public use; and Acceptance of the Enclave 66 Hanford Homeowners Association Maintenance Manual for Tract No. 915, Unit No. 1.

J. Public Works: Approval of the Final Map and Subdivision Agreement for Tract No. 915, Unit No. 2, with Enclave Developers, LLC, and accept all easements and dedications offered for public use; and adopt the attached Resolution 23-25-R Annexing Additional Properties to Assessment District No. 19-02; and adopt the attached Resolution 23-24-R Restructuring Properties within Assessment District No. 19-02; and accept the attached Enclave 66 Hanford Homeowners Association Maintenance Manual for Tract No. 915, Unit No.

PULLED CONSENT ITEMS:

A. City Clerk: Approval of the Minutes of the June 20, 2023 Meeting

[Item C]

Pulled by Mayor Paden.

Mayor Paden questioned an error in the minutes. City Clerk Natalie Corral provided clarification.

Motion to Amend.

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

B. Community Development: Adoption of Resolution 23-21-R, Supporting the request of $287,500 from the California Department of Housing and Community Development (HCD) State of California's 2020 Community Development Block Grant program for unclaimed Corona Virus Response (CDBG-CV) that has been made available for previous Construction Project Grantees.

[Item E]

Pulled by the public during public comment.

Housing Analyst Sandra Lerma-Martinez and KCAO IPSS Director Joey Cox answered questions from the Council and the public.

Motion to Approve.

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

C. Community Development: Historic Resources Permit HRA0002-23: a request by Guacamole World to enlarge the existing building and construct a patio for a restaurant. The property is designated as a noncontributing building within the Historic Overlay Zone. The project is located at 125 S. Harris St. (APN 012-046-005)

[Item F]

Pulled by the public during public comment.

Staff addressed the concerns expressed by the public and answered questions from the Council.

Motion to Approve.

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

D. Fire: Approval of the purchase of a Pierce Impel Fire Engine from Golden State Apparatus for $998,843.

[Item N]

Pulled by the public during public comment.

Fire Chief Pendergrass addressed the concerns expressed by the public, and answered questions from the Council.

Motion to Approve.

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

E. Finance: Adoption of the City of Hanford fiscal year 2023-24 Investment Policy

[Item O]

Pulled by Council Member Martinez.

Finance Director Tavarez discussed the updates for the Council's review and consideration.

Motion to Approve.

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

F. Finance: Approval of purchase orders over $50,000 for the Finance Department and all departments for a total of $308,587 for fiscal year 2023/2024

[Item P]

Pulled by the public during public comment.

Finance Director Chris Tavarez discussed the purchase orders for the Council's review and approval.

Motion to Approve.

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

PUBLIC HEARING:

A. Public Works: Public hearing to adopt Resolution No. 23-12-R for the purpose of establishing a Rule 20A Underground Utility District on East Lacey Boulevard from Jessie Avenue to East of Wilson Lane.

Council Member Sharp recused herself. Mayor Paden opened the public hearing at 8:06 p.m. and called for the staff report. Public Works Director Jim Ross presented the staff report for the Council's review and approval. Staff answered questions from the Council. Staff also addressed the questions and comments from the public.

Public Comment:

IN-FAVOR:
Art Brieno questioned the area of the project.
Onan Champi spoke in favor of the project.

OPPOSSED:
None

Mayor Paden closed the public hearing at 8:16 p.m.

Motion to Approve.

RESULT:	**Passed**
MOVER:	Council Member Kalish Morrow
SECONDER:	Council Member Travis Paden
AYES:	Travis Paden, Kalish Morrow, Lou Martinez
ABSENT:	Mark Kairis

GENERAL BUSINESS:

A. City Attorney: Adoption of Resolution No. 23-23-R, establishing the Fiscal Year 2023-2024 tax levy amount for Community Facilities District 2022-01 (Live Oak) and Direction from Council regarding the types of services that future that will be included in Community Facilities Districts

Finance Director Chris Tavarez and Finance Analyst Aubrey Carri discussed the Fiscal Year 2023-2024 tax levy amount for Community Facilities District 2022-01 for the Council's review and approval. Staff and the City Attorney addressed the

Council's questions and concerns. City Manager Cifuentez addressed the Council's concerns and suggested bringing back a study session for discussion and direction about moving forward with a subdivision policy. After much discussion, Council Member Sharp made the motion to approve.

Motion to Approve.

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

B. Community Development: Approval of a Memorandum of Understanding (MOU) between the City of Hanford and Kings County, pertaining to the annexation of the remaining "substantially surrounded islands" within the City of Hanford.

Council Member Sharp recused herself. Deputy City Manager Jason Water and Senior Planner Gabrielle Myers discussed the MOU for the Council's review and approval. Mayor Paden expressed his concerns about the residents in the area that were not notified. After much discussion, Mayor Paden moved to table the item.

Motion to Table.

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

C. Public Works: Approval of the Notice of Completion of the Police Activities League Parking Lot Expansion Project for a total final project cost of $491,945.31, and Authorization for the Mayor to execute and the City Clerk to file said Notice with the Kings County Recorder's Office.

Public Works Director Jim Ross discussed the project for the Council's review and consideration. Dir. Ross addressed the Council's questions and concerns.

Motion to Approve.

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

D. Public Works: Approval of the Notice of Completion for the Police Department Parking Lot Expansion Project for a final project cost of $593,749.19, and Authorization for the Mayor to execute and the City Clerk to file said Notice with the Kings County Recorder of Office.

Public Works Director Jim Ross discussed the project for the Council's review and approval.

Motion to Approve

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

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

Council Member Sharp discussed the Candice Jelelwer's incident and commended the Police Department. Council Member Lou Martinez would like the Plunge hours to be extended.

B. Upcoming Events and Important Dates:

July 21: Dive In Theartre at the Plunge, 7:30 p.m. $3.00 Admission
July 22 and 29: Free Fitness Court Classes 9:00 a.m - 10:00 a.m. Hidden Valley Park
July 28: Movies in the Park in Civic Park, "Minions: The Rise of Gru". The movie begins at dusk.
August 1: Regular City Council Meeting

ADJOURNMENT:

Mayor Paden adjourned the meeting at 9:05 p.m.

Respectfully submitted,

/s/ Natalie Corral
City Clerk

AGENDA
STAFF REPORT

MEETING DATE: 8/15/2023	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Approval of the Lease with Latis, LLC for the property known as the Future Heroes Park Land and Authorization for the Mayor to execute the Lease Agreement.

RECOMMENDATION:

Recommendation: It is recommended that the City Council, by motion, approve and authorize the Mayor to execute the Lease with Latis, LLC.

Recommended Motion: I move to approve the Lease with Latis, LLC and authorize the Mayor to execute the Lease.

BACKGROUND:

On April 4, 2023, the City Council approved a Purchase and Sale Agreement (PSA) for the purchase of forty (40) acres of land that will be utilized for the development of Heroes Park, a new fire station, and a new water tank site. The PSA conditions the City's purchase of the property on the City leasing the property back to the sellers prior to the City's development of the site.

The attached Agricultural Ground Lease (Lease) contains terms that were negotiated by the parties and which are consistent with the provisions contained in the PSA. Key provisions of the Lease are as follows:

Tenant: Latis, LLC, the seller's limited liability company.

Term: Either party may terminate the Lease by giving one hundred eighty days' notice. This period will be sufficient to allow the tenant to harvest crops and for the City to start development of the property.

Rent: No rent will be paid.

Use: The tenant may farm the property and use the existing residence. The tenant will keep the property free of weeds. The tenant will be entitled to all crops raised at the property and the proceeds generated by those crops.

Improvements: The City will not be required to improve the property for the tenant.

Repairs: The tenant will be responsible for repairs.

Utilities: The tenant will be responsible for utilities.

Sublease: The tenant is given permission to sublease the property to the sellers' cousin, Jim Loogman, who is currently farming the property. The sublease arrangement will allow the parties to continue their current arrangement.

FISCAL IMPACT:

None

ATTACHMENTS:

1. 2023.08.03 Agricultural Ground Lease (1)

AGRICULTURAL GROUND LEASE

THIS AGRICULTURAL GROUND LEASE **("Lease")** is entered into on the _____ day of _____ 2023, is by and between the CITY OF HANFORD, a municipal corporation **("Lessor")**, and LATIS, LLC **(collectively "Lessee")**.

WITNESSETH:

In consideration of the mutual covenants set forth herein between the parties, the parties hereto agree as follows:

1. **Lease of Real Property.** Lessor hereby leases to Lessee and Lessee hereby hires from Lessor on the terms and conditions set forth in this Lease, approximately forty (40) acres of real property **("Premises")** situated in the County of Kings, State of California, and more particularly described in Exhibit "A", which is attached hereto and made part hereof.

2. **Term.** Lessor is acquiring the Premises from Lessee, and this Lease shall commence on the date that Lessee conveys title to the Premises to Lessor. The parties' rights and obligations hereunder shall continue thereafter until Lessor or Lessee terminates this Lease. Termination shall occur by one (1) party providing written notice to the other party at least one hundred eighty (180) calendar days prior to the intended termination date.

3. **Rent.** No rent shall be payable by Lessee to Lessor.

4. **Use.** Lessee may utilize the undeveloped portion of the Premises for agricultural operations and may utilize the existing home as a single-family residence. Lessee shall farm the Premises in accordance with good husbandry and generally accepted farming practices in the area and will keep the Premises free of noxious weeds, grasses, and brush. Lessee shall be entitled to any crops that they raise at the Premises and to the proceeds resulting from the sale of such crops.

5. **Improvements by Lessor or Lessee.**

   A. Lessee accepts the Premises in an AS-IS, WHERE-IS condition. Lessor will not be required to improve any aspect of the Premises, including, without limitation, the onsite residence.

   B. Except as otherwise provided herein, Lessee shall not make any improvements or alterations to any portion of the Premises without Lessor's prior written consent, which will not be unreasonably withheld.

   C. Upon Lessor's approval of plans submitted by Lessee, which approval will not be unreasonably withheld, Lessee may install irrigation improvements that will convey water to the Premises from the property

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located directly east of the Premises. Lessee acknowledges that, upon the termination of this Lease, Lessor may remove all Lessee-installed irrigation improvements located at the Premises, and Lessor shall cap any irrigation pipelines entering the Premises from the neighboring property at the property line. If, following the termination of this Lease, Lessee intends to continue the conveyance of water to Lessee's property located directly south of the Premises, Lessee will design its irrigation system so it is not dependent on any improvements located on the Premises.

6. **Repairs and Maintenance.**

A. Lessee shall maintain the Premises in the same order and condition in which received, ordinary wear and tear excepted.

B. Lessor shall have no responsibility for the maintenance or repair of the Premises, including, without limitation, the onsite residence; provided however, Lessor will promptly repair any damage to the Premises caused by Lessor or its officers, officials, employees, or contractors.

7. **Utilities and Miscellaneous Expenses.**

A. Lessee shall pay before delinquency all fees for utilities that Lessee uses at the Premises.

B. Lessee shall be responsible for the payment of any increase in real property taxes for the Premises that results from Lessee's improvement of the Premises.

C. Lessee shall be responsible for and shall promptly pay for all labor, farm implements, tools, seed, electricity, fuel, harvesting expenses, chemicals, sprays, fertilizers, soil amendments, and any and all other materials and services of whatsoever kind or nature which may be used for the planting, cultivation, irrigation, production, and harvesting of the crops at the Premises and in the performance of Lessee's obligations under this Lease, and Lessor shall not be liable for any part thereof.

8. **Waste.** Lessee shall not commit or permit or suffer the commission of any waste upon or do or permit or suffer any damage to be done on the Premises.

9. **Compliance with the Law.** In all operations under this Lease, Lessee shall, at their own expense, promptly comply with any and all federal, state, and local laws, ordinances, rules, regulations, requirements and orders whatsoever, present or future that apply to the use, maintenance, occupation, or other operation at the Premises.

10. **Relationship of Parties.** Lessor and Lessee's relationship shall, during the term

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of this Lease, be one of landlord and tenant. Lessee is not an agent, employee, representative, co-venturer, or partner of Lessor and vice versa. Any persons employed by Lessee at or in connection with the Premises shall be Lessee's employees and shall not be the employees of Lessor.

11. Taxes and Liens.

A. Lessee shall pay and discharge, prior to delinquency, all taxes and assessments levied against any personal property put or placed by Lessee on or at the Premises and not allow any liens or encumbrances to be placed or remain against its property on the Premises or against the Premises insofar as such liens or encumbrances may be asserted by reason of Lessee's acts, occupation, or use of the Premises. Payment of all such taxes and assessments shall be the sole responsibility of Lessee.

B. Lessee shall keep the Premises and all improvements thereon free from all liens and claims of mechanics, laborers, materialmen, and others for work done and materials furnished to Lessee, and Lessee shall not create or suffer to be created any lien or encumbrance on the Premises.

C. Lessor will promptly pay all real property taxes, if any, levied by Kings County as a result of Lessor's ownership of the Premises.

12. Insurance.

A. Lessee will, during the term of this Lease, 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/1*00 DOLLARS ($2,000,000) per occurrence and THREE MILLION ($3,000,000) aggregate. Alternatively, Lessee may maintain CGL and excess or umbrella coverage which, when combined satisfy the requirements of the preceding sentence. Any umbrella or excess coverage maintained by Lessee shall have a scope of coverage as broad as Lessee's CGL policy.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Lessee 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,

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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) Property Coverage: Lessee shall maintain, at Lessee's sole cost, insurance coverage on Lessee's property and improvements at their full replacement value. Lessor will not be responsible for obtaining insurance for Lessee's property and improvements or the onsite residence.

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

B. Lessee's deductible amounts must be approved by Lessor. Lessor may require Lessee to purchase coverage with a lower deductible.

C. Lessee's insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Lessor and its officers, officials, employees, and agents are to be named as additional insured on the CGL and automobile liability policies. General liability coverage can be provided in the form of an endorsement to Lessee'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 Lessor and its officers, officials, employees, or agents.

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

(3) Each insurance policy required above shall provide that coverage shall not be canceled or modified except with prior written notice to Lessor.

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

E. Lessee shall furnish Lessor with original certificates and amendatory endorsements or copies of the applicable policy language effecting

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coverage required by this clause. All certificates and endorsements are to be received and approved by Lessor before Lessee takes possession of the Premises. However, failure to obtain the required documents prior to Lessee taking possession of the Premises shall not waive Lessee's obligation to provide them. Lessor reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

F. Lessee hereby grants to Lessor and its officers, officials, employees, and agents a waiver of any right to subrogation which any insurer of Lessee may acquire against Lessor and/or its officers, officials, employees, and agents by virtue of the payment of any loss under such insurance. Lessee agrees to obtain endorsements necessary to affect this waiver of subrogation, but this provision applies regardless of whether Lessor receives a waiver of subrogation endorsement from the insurer.

13. **Indemnification.** Lessee shall indemnify, defend, and hold Lessor and its elected and appointed officials, officers, employees, and agents harmless from and against any and all liabilities, losses, damages, costs, expenses, any and all attorney's fees and expenses of Lessor, causes of action, suits, claims, demands, and judgments of any nature whatsoever relating to or arising from: (i) any work or thing done during the Lease term in, on, or about the Premises or any part thereof by Lessee or their contractors, employees, or licensees; (ii) injury to or the death of persons or damage to property during the Lease term arising out of or connected with the use, nonuse, condition, possession, operation, maintenance, management, or occupation of the Premises by Lessee or any of their contractors, employees, or licensees occurring hereunder; (iii) any negligence or intentional misconduct on the part of Lessee or any of their contractors, employees, or licensees occurring hereunder; and (iv) violation by Lessee or any of their contractors, employees, or licensees of any covenant or restriction or any governmental restriction, statute, law, rule, ordinance, or regulation occurring hereunder. The provisions of this section shall survive the termination of this Lease. Lessee's duty to indemnify, defend, and hold harmless shall not apply to negligence or intentional misconduct of Lessor or Lessor's officers, officials, employees, agents, or contractors.

14. **Entry by Lessor.** Lessee shall permit Lessor and Lessor's officers, officials, employees, agents, and contractors to enter the Premises at all reasonable times; provided however, Lessor and Lessor's officers, officials, employees, agents, and contractors shall not unreasonably interfere with Lessee's use and enjoyment of the Premises.

15. **Surrender Upon Termination.** Upon termination of this Lease, Lessee shall promptly and peacefully surrender the Premises to Lessor in the condition that existed at the commencement of this Lease, reasonable wear and tear excepted; provided however, Lessee shall not be required to remove any improvements

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installed or constructed by Lessee hereunder.

16. **Assignment and Subletting.**

A. Lessor consents to Lessee's sublease of the Premises to Jim Loogman. Lessee may not, however, assign this Lease or sublet the Premises to any other party without Lessor's prior written consent, which may be withheld in Lessor's sole discretion.

B. No assignment of this Lease or sublease of the Premises by Lessee shall release Lessee from the obligations imposed upon Lessee hereunder.

17. **Nonwaiver.** The failure or omission of Lessor to terminate this Lease for any violation of any of its terms, conditions, or covenants by Lessee shall in no way bar, stop, or prevent Lessor from terminating this Lease thereafter, either for such or any other subsequent violation of any such term, condition, or covenant of this Lease.

18. **Time is of the Essence.** Time is hereby expressly declared to be of the essence of this Lease.

19. **Default and Termination.** Lessee shall be deemed in default if Lessee fails to observe or perform any covenant or provision of this Lease, whether express or implied, when such failure shall continue for a period of thirty (30) calendar days after the date written notice thereof is given by Lessor to Lessee; provided, however, such notice shall be in lieu of and shall not be in addition to any notice required under California Code of Civil Procedure Section 1161. In the event of default, Lessor may terminate this Lease by providing written notice to Lessee.

20. **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three (3) business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the last address furnished for such purposes by the party to whom notice is directed and addresses as follows:

If to Lessor:	If to Lessee:
Brad Albert	Robert Loogman
CITY OF HANFORD	LATIS, LLC
321 N. Douty	2010 Woodridge Way
Hanford, CA 93230	Hanford, CA 93230

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21. **Environmental Matters**.

A. Compliance with Environmental Law. Lessee shall, during the term of this Lease, comply with all federal, state and local laws, ordinances and regulations (collectively **"Hazardous Materials Laws"**) relating to industrial and agricultural hygiene, environmental protection, and use, generation, manufacture, storage, disposal, and transportation of any hazardous, toxic, contaminated, or polluting materials, substances, or wastes, including without limitation, any pesticides, herbicides, petroleum products, hazardous substances, hazardous waste, hazardous materials, and toxic substances, as such terms are defined by applicable laws and regulations (collectively **"Hazardous Materials"**).

B. Hazardous Materials Handling. Lessee shall, at its own cost, procure and maintain in effect during the entire term of this Lease, and comply with the conditions of all permits, licenses, and government and regulatory approvals required for Lessee's use, generation, storage, disposal, or transportation of the Hazardous Materials on or from the Premises. Lessee shall cause all Hazardous Materials removed from the Premises to be removed and transported by duly licensed haulers to duly licensed facilities for final disposal of such materials and waste. Lessee shall, in all respects, use, handle, treat, deal and manage Hazardous Materials in, on, under, or about the Premises in conformity with applicable Hazardous Materials Laws and pursuant to prudent industry and agricultural practices. Upon termination of this Lease, Lessee shall cause all Hazardous Materials introduced to the Premises by Lessee to be removed and transported for use, storage, or disposal in accordance with applicable Hazardous Material Laws. Lessee shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises, or enter into any settlement agreement, consent, decree, or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with the Premises, without first notifying Lessor of Lessee's intention to do so and affording Lessor opportunity to appear, intervene, or otherwise appropriately assert and protect Lessor's interest with respect thereto.

C. Notices. Lessee shall immediately notify Lessor in writing of: (i) any enforcement, clean up, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Hazardous Materials Laws regarding the Premises; (ii) any claim made or threatened by any person against Lessee or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Materials associated with the Premises; and (iii) any reports made to any governmental agency arising out of or in connection with any Hazardous Materials released, used, stored upon, or removed from the Premises, including any complaints,

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notices, warnings, or asserted violations in connection therewith. Lessee shall also supply to Lessor, as promptly as possible, and in any event within five (5) calendar days after Lessee first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Premises or Lessor's use thereof. Upon Lessor's request, Lessee shall promptly deliver to Lessor copies of hazardous waste manifests reflecting the legal and proper use and disposal of all Hazardous Materials used at or removed from the Premises.

D. Indemnification of Lessor. Lessee shall indemnify, defend (by counsel reasonably acceptable to Lessor), protect and hold Lessor and its officials, officers, agents, and employees harmless from any and all claims liabilities, penalties, forfeitures, losses or expenditures (including attorneys' fees) or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by: (i) the presence in, on, upon, or about the Premises or a discharge in or from the Premises of any Hazardous Materials caused by Lessee or Lessee's use, storage, transportation, disposal, release, threatened release, discharge, or generation of Hazardous Materials to, in, on, upon, about, or from the Premises or (ii) Lessee's failure to comply with any Hazardous Materials Law with respect to Lessee's operations at the Premises; provided such duty to indemnify, defend, and hold harmless shall not apply to loss, damage, or claims arising from use of the Premises by Lessor following the termination of this Lease or the conduct of Lessor or its officers, officials, agents, or employees. Lessee's obligations hereunder shall include, without limitation, all costs of any required or necessary repair, clean up, detoxification, or decontamination of the Premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith and shall survive the termination of this Lease.

22. **Attorney's Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other reasonable relief to which they may be entitled. With respect to any suit, action, or proceeding arising out of or related to this Lease, the parties hereby submit to the jurisdiction and venue of the Superior Court for the County of Kings, State of California.

23. **Sole and Only Agreement.** This Lease supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to their rights and obligations as identified in this Lease and contains all of the covenants and agreements between the parties with respect to said rights and obligations under this Lease in any manner whatsoever. Each party to this Lease acknowledges that no representations, inducements, promises, or agreements, orally or in writing,

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have been made by any party or anyone acting on behalf of any party which are not embodied in this Lease, and no other agreement, statement, or promises shall be valid or binding.

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

25. **Successors and Assigns.** Subject to Section 16 above, this Lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

26. **Amendment.** No change, amendment or modification of this Lease shall be valid unless the same be in writing and signed by the parties hereto.

27. **Governing Law.** This Lease shall be construed and governed pursuant to the laws of the State of California.

28. **Waiver of Conflict.**

A. This Lease has been prepared by Ty Mizote ("Mizote") for Lessor and reviewed by Jeffrey Levinson ("Levinson") for Lessee. Levinson and Mizote are partners in the law firm of Griswold, LaSalle, Cobb, Dowd & Gin, L.L.P. ("the law firm"). The law firm is counsel for Buyer and Seller in other matters.

B. The law firm has explained to each of the undersigned that, in the event of a dispute involving this Lease, or the rights of the parties hereunder, each of the parties will be required to retain independent legal counsel. The law firm has also explained to each of the undersigned potential areas of conflict of interest in the law firm's preparation and review of this Lease for the respective parties.

C. Each of the undersigned acknowledges the aforementioned advisements and waives any such conflict of interest. Lessor and Lessee warrant and represent that, prior to executing this document, each has reviewed this Lease with that counsel, legal or otherwise, which the undersigned have deemed necessary, reasonable, and appropriate to protect their respective interests.

D. Each of the undersigned is knowingly, willingly, and voluntarily executing this Lease after such advice and counsel, and with the understanding and intent that this Lease shall be enforceable by and against each of the parties in accordance with its terms, and the Lease will not be void or voidable due to any conflict of interest arising from

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the law firm's review of this document for the respective parties.

29. **Execution in Counterpart**. This Lease may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this Lease in Hanford, Kings County, California.

LESSEE
LATIS, LLC

Dated: 8-3, 2023

ROBERT A. LOOGMAN, Member

LATIS, LLC

Dated: 8-3, 2023

THOMAS G. LOOGMAN, Member

LATIS, LLC

Dated: 8-3, 2023

TRUDY N. SIMAS, Member

LATIS, LLC

Dated: 8-3, 2023

COLETTE M. QUINN, Member

LATIS, LLC

Dated: 8-3, 2023

JOHN M. LOOGMAN, JR., Member

LATIS, LLC

Dated: 8-3, 2023

LISA M. ASKINS, Member

LESSOR

CITY OF HANFORD

Dated: _____, 2023

By: _____
TRAVIS PADEN
Mayor

Doc ID: eb12e2e8d46452fbd8b325a7d5f0c0c68f6bdd46

EXHIBIT "A"

That portion of the West three-eighths of the Northwest quarter of Section 29, Township 18 South, Range 22 East, Mount Diablo Base and Meridian, situated in the City of Hanford, County of Kings, State of California, more particularly described as follows:

BEGINNING at the Northwest corner of said Northwest quarter of Section 29;

Thence along the North line of said Section 29, South 89°59'35" East, a distance of 990.64 feet to the East line of said West three-eighths;

Thence along said East line, South 00°00'05" West, a distance of 1,758.31 feet, to an intersection with a line being parallel with said North line, said intersection being marked by a 3/4-inch iron pipe tagged "PLS 9399" set 6 inches below grade;

Thence along said parallel line, North 89°59'35" West, a distance of 991.26 feet to the West line of said Northwest quarter, the terminus of last said course being witnessed by a 3/4-inch iron pipe tagged "PLS 9399" set 6 inches below grade, 55.00 feet East, as measured along said parallel line, of said West line;

Thence along said west line, North 00°01'18" East, a distance of 1,728.31 feet, to the **POINT OF BEGINNING.**

Containing 40.000 acres (gross), more or less.

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Title	2023.08.03 Agricultural Ground Lease - LATIS, LLC.pdf
File name	2023.08.03%20Agri...ATIS%2C%20LLC.pdf
Document ID	eb12e2e8d46452fbd8b325a7d5f0c0c68f6bdd46
Audit trail date format	MM / DD / YYYY
Status	• Signed

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SENT	**08 / 03 / 2023** 16:03:51 UTC	Sent for signature to Thomas G. Loogman (loogman@aol.com) and Trudy N. Simas (rtsimas@pacbell.net) from laskins@griswoldlasalle.com IP: 50.115.201.75
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SIGNED	**08 / 03 / 2023** 16:25:43 UTC	Signed by Trudy N. Simas (rtsimas@pacbell.net) IP: 108.89.164.141
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SIGNED	**08 / 03 / 2023** 16:38:21 UTC	Signed by Thomas G. Loogman (loogman@aol.com) IP: 73.102.171.152
COMPLETED	**08 / 03 / 2023** 16:38:21 UTC	The document has been completed.

RECEIVED
8/3/2023
GRISWOLD, LASALLE,
COBB, DOWD & GIN

AGENDA
STAFF REPORT

MEETING DATE: 8/15/2023	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Approval of an Agricultural Ground Lease with Phillip Verwey Farms for the 1,600 acres of land owned by the City's Wastewater Fund for an annual amount of $161,600, with an annual credit of $69,000 for the development of two (2) wells on the site by the Lessee.

RECOMMENDATION:

Recommendation: That the City Council, by motion, approve the attached Agricultural Ground Lease with Philip Verwey Farms.

Recommended Motion: I move to approve and authorize the City Manager to execute the Agricultural Ground Lease with Philip Verwey Farms.

BACKGROUND:

The City's Wastewater Treatment fund owns approximately one thousand, six hundred (1,600) acres of farmland, located at 14th Avenue and Laurel Avenue (Property), that were purchased with the intent of being the long-term solution for disposal of treated wastewater generated at the City's Wastewater Treatment Plant (WWTP). The City currently has an agreement that allows the City to deposit treated wastewater into the ditch system controlled by Lakeside Ditch Company. Should circumstances change and disposal of effluent into Lakeside Ditch ceases to be an option, the City intends to construct an eight-mile-long piping system to transport treated effluent from the WWTP to the Property in accordance with the City's existing state-issued discharge permit for the WWTP. The effluent may be used to irrigate crops that will not be consumed by humans.

The Property was last leased to City Farm Industries, Inc. (CFI), which intended to grow hemp at the site. The rental amount for 2020, the first year of CFI's Lease, was one hundred sixty thousand dollars ($160,000.00) ($100.00 per acre) and was to increase by fifty dollars ($50.00) per acre each subsequent year. CFI's plans exceeded its financial ability, and CFI breached the Lease by paying the 2021 rent late and by failing to pay the 2022 rent. The parties eventually agreed to terminate CFI's Lease in late-2022, long before the end of the twenty-five (25) year term.

The City issued a Request for Proposals following the termination of the CFI Lease and received a proposal from Philip Verwey Farms (PVF), which owns and operates a dairy adjacent to the Property. Staff engaged in negotiations with PVF based upon PVF's proposal, and the attached Agricultural Ground Lease (Lease) is the result of those negotiations. Key terms of the Lease are as follows:

Term: Five (5) years and Lessee has the option to extend the term by five (5) additional years.

Rent: One hundred sixty-one thousand, six hundred dollars ($161,600.00) per year, which Lessee may pay in one (1) or two (2) installments each year.

Well Work Credit: Lessee will improve two (2) inoperative water wells at the Property. Lessee estimates that such work will cost six hundred ninety thousand dollars ($690,000.00). In exchange for the well work, Lessee will receive a sixty-nine thousand dollar ($69,000.00) credit each year for up to ten (10) years, which will be applied to Lessee's annual rent payments. Lessee must, however, refund the sixty-nine thousand dollars ($69,000.00) credit for the first year of the Lease if Lessee fails to complete the work by the one (1) year anniversary of the Commencement Date. Should Lessee elect not to extend the Lease's term beyond the initial five (5) year period, reimbursements to Lessee will cease and Lessee will not be entitled to any further reimbursement for its well improvement work.

Effluent: Lessee acknowledges that the City may, but is not required to, deposit effluent at the Property in the future.

Improvements: The City is under no obligation to drill a new water well or take any other action to cause water to be available at the Premises.

In addition to the provisions contained in the Lease, the parties have negotiated terms under which Lessee will address the overgrown weeds in the fields for the City, and the City will reimburse Lessee at the rate of thirty-one dollars ($31.00) per acre, which will be credited toward the rent payable by Lessee. The City will address weeds affecting other portions of the property, including along roadways and canals.

FISCAL IMPACT:

The Lease will generate for the Wastewater Fund one hundred sixty-one thousand, six hundred dollars ($161,600.00) in rent per year, less the sixty-nine thousand dollars ($69,000.00) annual well reimbursement credit and the credit that Lessee will receive to address existing weeds.

ATTACHMENTS:

1. 2023.08.05 Ground Lease - Verwey Signed

AGRICULTURAL GROUND LEASE

THIS AGRICULTURAL GROUND LEASE **("Lease")** is effective the ___ day of _____ 2023, is by and between the CITY OF HANFORD, a municipal corporation **("Lessor"),** and PHILIP VERWEY FARMS **("Lessee")**.

WITNESSETH:

In consideration of the mutual covenants set forth herein between the parties, the parties hereto agree as follows:

1 . **Lease of Real Property.** Lessor hereby leases to Lessee and Lessee hereby hires from Lessor on the terms and conditions set forth in this Lease, approximately one thousand, six hundred (1,600) acres of real property situated in the County of Kings, State of California, and more particularly described in Exhibit "A", which is attached hereto and made part hereof**.** The leased premises ("**Premises**") are comprised of:

- **a.** APN# 028-240-018 (160 acres)
- **b.** APN# 028-240-020 (160 acres)
- **c.** APN# 028-310-008 (60 acres)
- **d.** APN# 028-310-025 (200 acres)
- **e.** APN# 028-310-005 (320 acres)
- **f.** APN# 028-310-007 (60 acres)
- **g.** APN# 028-240-008 (160.0 acres)
- **h.** APN# 028-240-016 (160.0 acres)
- **i.** APN# 028-240-021 (160.0 acres)
- **j.** APN# 028-240-019 (160.0 acres)

2. **Disclaimer of Warranty-Soil**. Lessor makes no warranty of soil suitability for the growing of crops which the Lessee is authorized to grow under this Lease nor any warranty as to the suitability or productivity of such soil.

3. **Lease Subject to Existing Rights of Others.** This Lease is subject to: (a) all existing easements, servitudes, licenses, and rights of way for canals, ditches, levies, roads, highways and telephone and electric power lines and railroads, pipelines and other purposes, whether recorded or not; and (b) the rights of Lessor under any existing or future oil, gas, or mineral lease or leases affecting the entire or any portion of the Premises, whether recorded or not. Lessee shall have no right, title and interest, in any way, to any oil, gas, or mineral rights presently existing or to be existing on or about said Premises.

4. **Term.**

A. Except as otherwise provided herein, the term of this Lease shall commence on **August 1, 2023** ("**Commencement Date**") and shall continue for a period of five (5) years ("**Initial Term**").

B. Lessee shall have the right to extend the term of this Lease by an additional five (5) years ("**Extended Term**") if Lessee is not in breach of any provisions contained herein at the time of: (i) Lessee's exercise of the extension right; and (ii) commencement of the Extended Term. Lessee shall notify Lessor in writing at least one hundred eighty (180) calendar days prior to the end of the Initial Term if Lessee intends to exercise the right to extend.

C. The Initial Term and the Extended Term shall collectively hereinafter be referred to as "**the Term**"; provided however, if Lessee elects not to exercise the right to extend, the Initial Term shall be referred to as "**the Term**."

5. Rent.

A. Lessee shall pay annual rent of one hundred sixty-one thousand, six hundred dollars ($161,600.00) in advance on August 1 of each year that this Lease remains in effect. The rent for any partial year shall be prorated. Alternatively, Lessee may elect to pay annual rent in two (2) equal installments of eighty thousand, eight hundred dollars ($80,800.00), the first being due on August 1 and the second due on February 1 of each year throughout the Term of this Lease.

B. Lessee shall improve the two (2) west wells located at the Premises, including, without limitation, power, bowls, motors, and service, so the wells are made operational. Lessee estimates that Lessee will expend six hundred ninety thousand dollars in total ($690,000.00) to make the wells operational. In exchange for improving the two (2) wells, Lessee will receive a sixty-nine thousand dollars ($69,000.00) credit ("**Well Improvement Credit**") each year, up to ten (10) years total, which will be applied to the annual rental amount. If Lessee elects to pay the annual rent payment in two (2) equal installments of eighty thousand, eight hundred dollars ($80,800.00) each, then the Well Improvement Credit shall be likewise applied in two (2) equal installments of thirty-four thousand, five hundred dollars ($34,500.00) each, the first applied on August 1 and the second on February 1 of each year.

C. Should Lessee elect to exercise its right to extend the Lease Term in accordance with Section 4 above, the Well Improvement Credit will likewise continue through the end of the Extended Term and shall total up to six hundred ninety thousand dollars ($690,000.00) over the ten (10) year Term.

D. Should Lessee fail to improve the two (2) wells so they are fully operational by the one (1) year anniversary of the Commencement Date, the Well Improvement Credit shall cease and Lessee will refund the Well Improvement Credit applied toward the rent payment for the first (1st) year of the Initial Term; such refund will be paid in full at the time Lessee pays the first installment of the rental amount for the second (2nd) year of this Lease.

E. If Lessee elects not to extend the Lease past the Initial Term, the Well Improvement Credit shall cease upon expiration of the Initial Term. Lessor shall

have no further obligation with respect to the Well Improvement Credit in such case, and Lessee will not be entitled to any further reimbursement from Lessor.

F. Rental payments shall be paid by Lessee, without deduction, offset, prior notice or demand, in lawful money of the United States of America, which shall be legal tender at the time of payment, at the following address or at such other place as Lessor may, from time to time, designate in writing:

City of Hanford
Attn: Finance Dept.
315 N. Douty St.
Hanford, CA 93230

6. **Late Charge and Interest.** Lessee acknowledges that late payment by Lessee to Lessor of rent or any other amount due under this Lease will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such cost being extremely difficult and impracticable to fix. Therefore, if any installment of rent or any other amount due from Lessee is not received by Lessor within ten (10) calendar days from the date when said rent or other amount was due, Lessee shall pay to Lessor the additional sum of ten percent (10%) of the overdue rent or other amount as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the cost that Lessor will incur by reason of late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount or prevent Lessor from exercising any of the other rights and remedies available to Lessor. Also, any installment of rent that Lessee fails to pay within ten (10) days of the date on which payment is due shall accrue interest at the rate of ten percent (10%) per annum.

7. **Use.** The Premises shall be used for agricultural purposes only and for no other purpose whatsoever; provided however, Lessee shall not plant permanent crops at the Premises. Lessee will farm the Premises in accordance with good husbandry and generally accepted farming practices in the area and agrees to keep the Premises and, in particular, the ditches, rights of ways and areas under or around fences, free of noxious weeds, grasses and brush. Lessee shall, at its sole cost and expense, apply soil supplements as necessary to maintain and improve the integrity of the soil of the Premises. In the event that Lessee does not farm the Premises in accordance with generally accepted farming practices in the area, Lessor may, after reasonable notice to Lessee and after Lessee' s failure to do so within ten (10) calendar days after the date of such notice, implement such generally accepted farming practices at Lessee's expense.

8. **Improvements by Lessor or Lessee.**

A. Except as otherwise provided herein, Lessor shall not be obligated to improve, alter, or repair the Premises or any portion thereof or pay or reimburse Lessee for any part of the cost thereof except as specifically provided herein.

B. Lessee acknowledges that two (2) water wells located at the Premises are non-operational. Landlord will have no obligation to drill a water well or take any other action to cause a source of water to be available to the Premises.

9. Utilities and Miscellaneous Expenses.

A. Lessee shall pay (before delinquency) any and all costs and assessments for water and irrigation, whether district water, canal or ditch water or pump water including, but not limited to, the payment of all canal or ditch company assessments. Lessee shall irrigate the Premises in accordance with generally accepted farming practices in the area.

B. Lessee shall be responsible for and shall promptly pay for all labor, farm implements, tools, seed, electricity, gas, harvesting expenses, chemicals, sprays, fertilizers, soil amendments, and any and all other materials and services of whatsoever kind or nature which may be used for the planting, cultivation, irrigation, production and harvesting of the crops on the Premises and in the performance of Lessee's other obligations under this Lease, and Lessor shall not be liable for any part thereof.

10. Repairs and Maintenance.

A. Lessee shall care for both the Premises and the approaches to and appurtenances of the Premises including , but not limited to, all fences, ditches and roadways and shall maintain them in the same order and condition in which received, ordinary wear and tear excepted.

B. Lessee shall be solely responsible for maintaining and repairing any improvements that Lessee constructions or installs on the Premises.

11. Improvements and Waste. Lessee shall not construct any improvements on the Premises or make any alterations in any existing improvements without the prior written consent of Lessor, which shall not be unreasonably withheld. Lessee hereby acknowledges and agrees that any and all improvements and equipment placed upon or affixed to the Premises by Lessee shall become the sole property of Lessor upon termination of this Lease and shall not be removed by Lessee without the express written consent of Lessor. Lessee shall not commit or permit or suffer the commission of any waste upon or do or permit or suffer any damage to be done on the Premises.

12. Compliance with the Law. In all operations under this Lease or on the Premises, Lessee shall, at its own expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatsoever, present or future, of the national, state, county or municipal government or any other governmental jurisdiction which may, in any way, apply to the use, maintenance or occupation or other operation on the Premises or the production of crops thereon or for the sale or other disposition of such crops.

13. Relationship of Parties. At all times herein mentioned and while Lessee is planting, propagating, harvesting, or performing any other activity under this Lease or in connection with the Premises, Lessor and Lessee's relationship shall be one of landlord and tenant. Lessee is not an agent, employee, representative, co-venturer, or partner of Lessor. Any persons employed by Lessee on or in connection with the Premises shall be Lessee's employees or agents and shall not be the employees (either regular or special)

or agents of Lessor.

14. Use of Effluent.

A. Lessee acknowledges that Lessor acquired the Premises as a potential location for the discharge of effluent from the City of Hanford Wastewater Treatment Plan (**"Treatment Plant"**). Lessee further acknowledges that effluent is not currently transported to the Premises and that Lessor is under no duty or obligation to supply effluent to the Premises but may elect to do so in the future.

B. In the event Lessor elects to transport effluent to the Premises from the Treatment Plant, Lessee agrees that it shall receive and spread upon the Premises the effluent from the Treatment Plant (**"Effluent"**) as the same is transported to the Premises.

C. Lessee's use of Effluent upon the Premises shall be in conformance with any and all permits or approvals issued by applicable governmental agencies which regulate the use of the Effluent upon the Premises and in a manner consistent with all applicable laws, statutes, rules, regulations, and ordinances.

D. Lessor shall be responsible for complying with any requirements of the California Regional Quality Control Board **("Regional Board")** regarding monitoring the use of the Effluent upon the Premises and providing quarterly reports to the Regional Board **("Quarterly Reports")**. However, at least seven (7) days prior to the date that any Quarterly Report is due, Lessee shall provide to Lessor a written report for the same quarter as the Quarterly Report identifying: (i) the amount of well, canal or ditch water applied upon the Premises during such quarter; and (ii) the amount of chemical fertilizer applied to the Premises during such quarter. The failure of Lessee to provide such written Quarterly Report to Lessor within the time period identified in this subsection, shall constitute a material breach of this Lease.

15. Use of Biosolids. Lessee agrees that it shall receive, if Lessor elects to provide, upon the Premises biosolids from the Treatment Plant up to the amount that would be used in accordance with generally accepted good farming practices in the area for double cropping the Premises during each year of the term of Lease. Lessor shall pay the cost of transporting the biosolids to the Premises and spreading the same upon the Premises. Prior to the spreading of biosolids upon the Premises, Lessor shall obtain all permits and approvals required in order to allow the spreading and use of biosolids upon the Premises. Lessor shall indemnify, defend and hold Lessee harmless from any and all damages, losses and claims (including, without limitation, reasonable attorneys' fees and expenses) resulting from or during: (i) the transportation of biosolids from the Treatment Plant to the Premises; or (ii) any claims of third parties for damage caused by the content of the biosolids. Lessee shall indemnify, defend and hold Lessor and its appointed and elected officials, officers, employees, agents, and volunteers, and each of them, harmless from any and all damages, losses and claims (including, without limitation, reasonable attorneys' fees and expenses) resulting from: (i) the use of biosolids upon the Premises by Lessee in violation of any permits or approvals obtained by

Lessor to allow the spreading and use of the biosolids on the Premises issued by applicable governmental agencies which regulate the use of the biosolids by lessees; or (ii) the transportation by Lessee of the biosolids from the Premises. The indemnity provisions of this section shall survive the termination of this Lease. Lessee's use of the biosolids upon the Premises shall be in conformance with any and all permits and approvals obtained by Lessor issued by applicable governmental agencies which regulate the use of biosolids upon the Premises.

16. Taxes and Liens.

A. If Lessee is required to pay property taxes as a result of this Lease, Lessee may deduct from each annual rental payment any such amount paid by Lessee during the prior year. At the time Lessee renders a rental payment that is adjusted to reflect the property taxes paid by Lessee hereunder, Lessee shall provide to Lessor a true and correct copy of the tax bill reflecting the tax amount paid by Lessee.

B. Lessee will not allow any liens or encumbrances to be placed or remain against its personal property on the Premises or against the Premises insofar as such liens or encumbrances may be asserted by reason of Lessee's acts or occupation or use of said Premises. Lessee agrees to keep the Premises and all improvements thereon, free from all liens and claims of mechanics, laborers, materialmen and others for work done and materials furnished to Lessee, and Lessee shall not create or suffer to be created any lien or encumbrance on the Premises.

C. Lessor will promptly pay all real property taxes charged by Kings County as a result of Lessor's ownership of the Premises.

17. Insurance.

A. Lessee will, during the term of this Lease, 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 dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Lessee has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than one million 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 dollars ($1,000,000) per accident for bodily injury or disease.

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

B. Lessee's deductible amounts must be approved by Lessor.

C. Lessee's insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Lessor and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy. General liability coverage can be provided in the form of an endorsement to Lessee'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 Lessor and its officers, officials, employees or volunteers.

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

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

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

E. Lessee shall furnish Lessor 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 Lessor before Lessee takes possession of the Premises. However, failure to obtain the required documents prior to Lessee taking possession of the Premises shall not waive Lessee's obligation to provide them. Lessor reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

G. Lessee shall obtain, at Lessee's sole cost, insurance coverage on Lessee's property and improvements at their full replacement value. Lessor will not be

responsible for obtaining insurance on Lessee's property and improvements.

18. **Indemnification.** Except as otherwise set forth in Section 15 of this Lease, Lessee agrees to defend, protect, indemnify and hold Lessor and its elected and appointed officials, officers, employees, agents, and volunteers, and each of them, harmless from and against any and all liabilities, losses, damages, costs, expenses, any and all attorney's fees and expenses of Lessor, causes of action, suits, claims, demands or judgments of any nature whatsoever relating to or arising from: (i) any work or thing done during the Term in, on or about the Premises or any part thereof by Lessee or its agents, contractors, employees, licensees or invitees; (ii) injury to or the death of persons or damage to property during the Term on the Premises or adjoining ditches, rights of way, fences, canals, levies, roads, highways and the like, or in any manner arising out of or connected with the use, nonuse, condition, possession, operation, maintenance, management or occupation of the Premises by Lessee, or any of its agents, contractors, servants, employees, licensees or invitees during the Lease term or resulting from the condition thereof; (iii) any negligence or intentional misconduct on the part of Lessee or any of its agents, contractors, employees, licensees, or invitees; (iv) violation by Lessee or any of its agents, contractors, employees, licensees, or invitees of any covenant or restriction or any governmental restriction, statute, rule, ordinance, or regulation affecting the Premises or the ownership, occupancy or use thereof; and (v) the occurrence of any event of default as described in Section 26 below, provided such losses, claims or expenses are not caused in any part by the willful misconduct or gross negligence of Lessor or and its elected and appointed officials, officers, employees, agents, or volunteers. The provisions of this Section 18 shall survive the termination of this Lease.

19. **Entry by Lessor.** Lessee shall permit Lessor and Lessor's agents and assigns, at all reasonable times , to enter the Premises and to use the roads established on the Premises now or in the future for the purpose of inspection, compliance with the terms of this Lease, exercise of all rights under this Lease, posting of notices and all other lawful purposes. Lessee shall supply Lessor and Lessor's agents and assigns with keys and other instruments necessary to affect entry on the Premises.

20. **Surrender Upon Termination.** Whenever any lands constituting all or any part of the Premises shall cease to be subject to this Lease by lapse of time, termination or otherwise, Lessee shall promptly and peacefully surrender up the possession of all such lands and all improvements thereon to the Lessor in as nearly their original condition as may be practicable, considering Lessee's improvements thereon and reasonable use thereof.

21. **Holding Over.** In the event Lessee holds over and remains in possession of the Premises or any part thereof after expiration of this Lease with the express consent of Lessor, such holding over shall be construed to be a month-to-month tenancy only with rent payable at the times and in the amounts specified by Lessor. Such tenancy shall be subject to all terms and conditions of this Lease.

22. **Assignment and Subletting.** Lessee may not assign its rights hereunder or sublease the Premises to third party without Lessor's prior written consent, which will not be unreasonably withheld.

23. **Nonwaiver.** The failure or omission of Lessor to terminate this Lease for any violation

of any of its terms, conditions or covenants by Lessee shall in no way bar, stop or prevent Lessor from terminating this Lease thereafter, either for such or any other subsequent violation of any such term, condition or covenant of this Lease. The acceptance of rent hereunder shall not be, or construed to be, a waiver of any breach of any term, covenant or condition of this Lease by Lessor.

24. **Time is of the Essence.** Time is hereby expressly declared to be of the essence of this Lease and of each and every provision hereof and each such provision is hereby made and declared to be the material, necessary and essential part of this Lease.

25. **Insurance Hazards.** Lessee shall not use the Premises or permit others to use the Premises, nor permit acts that will increase the existing rates of insurance on the improvements on the Premises, or cause a cancellation of any insurance policy covering in whole or in part any improvements on the Premises; nor shall Lessee sell or permit to be kept, used or sold, in or about the Premises, any article that is prohibited by the standard form of insurance policies. Lessee shall comply with all requirements, applying to the Premises of any insurance organization or company, necessary for the maintenance of reasonable fire and public liability insurance covering the improvements on the Premises.

26. **Default.** The occurrence of any one or more of the following events shall constitute a default hereunder by Lessee:

A. The failure of Lessee to observe or perform any covenant or provision of this Lease, whether express or implied, required to be observed or performed by Lessee when such failure shall continue for a period of fifteen (15) days or such shorter period as may be expressly provided herein after the date written notice thereof from Lessor to Lessee; provided, however, that such notice shall be in lieu of and shall not be in addition to any notice required under California Code of Civil Procedure Section 1161.

B. Abandonment of the Premises by Lessee for a continuous thirty (30) day period.

C. Lessee's application for or consent to the appointment of a receiver, trustee or liquidator of all or of a substantial portion of its assets; making a general assignment for the benefit of creditors; being adjudicated as bankrupt or becoming insolvent; filing a voluntary petition in bankruptcy or filing a petition or answer seeking reorganization or a rearrangement with creditors or seeking to take advantage of any other law (whether federal or state) relating to relief of debtor; suffering or permitting to continue unstayed and in effect for ten (10) consecutive days any judgment, decree or order entered by a court of competent jurisdiction which approves the petition seeking reorganization of Lessee or which appoints a receiver, trustee or liquidator of Lessee for all or a part of any of its assets; and an attachment, execution or judicial seizure of all or substantially all of Lessee's assets or of Lessee's interest in this Lease which such seizure is not discharged within ten (10) days.

27. **Remedies.** Upon the occurrence of any event or default set forth above, in addition to

any other remedies available to Lessor at law or in equity or under this Lease:

A. Notwithstanding other available remedies, Lessor may terminate this Lease in the event of default by Lessee. This remedy provision includes, but is not limited to, a Lessee declaration of bankruptcy or filing of reorganization under the bankruptcy code. Termination of this Lease for Lessee's default will be effective immediately upon Lessee's receipt of Lessor's written termination notice, which will be given following the expiration of applicable cure periods identified herein.

In the event the Lessor elects to terminate this Lease, Lessor may recover from Lessee all damages specified or permitted under California Civil Code Section 1951.2, including, without limitation, the worth at the time of award of the amount by which unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided. Lessor may relet the entire or any part of the Premises for such terms (which may extend beyond the term of this Lease) and at such rentals and other conditions as Lessor in Lessor's sole discretion deems advisable; Lessor's reletting of the Premises shall not waive or affect any rights that Lessor may have against Lessee. On each such reletting:

(1) Lessee shall immediately become liable for payment to Lessor of: (i) Lessor's reasonable expenses of reletting and making replacements and repairs in order to restore the Premises to their present condition, reasonable wear and tear excepted, (ii) the amount of rent specified in this Lease and (iii) all other amounts due under the Lease; and

(2) At Lessor's option, rents received by Lessor from reletting shall be applied, first, to the payment of any indebtedness, except rent, due under this Lease from Lessee to Lessor; second, to the payment of expenses of reletting and the alterations and repairs; third, to the payment of rent due under the Lease and unpaid.

B. Upon the occurrence of any event of default and termination of this Lease by Lessor, Lessor shall have the right to reenter the Premises and remove all persons and property and store the same at Lessee's expense and for its account. Lessor may also take possession of all crops, both harvested and unharvested, and shall become the owner of all crops of which Lessor has so taken possession without being obligated to compensate Lessee in any way for them. In the event Lessor takes possession of the Premises and crops as provided herein, Lessee shall be liable to Lessor for all cultural costs incurred by Lessor to cultivate and harvest said crop in excess of any amounts received by Lessor, if any, from the sale of the crop. Lessee hereby waives all claims for damages which may be reasonably caused by Lessor's reentering and taking possession of the Premises, removing or storing the property of Lessee and cultivating and harvesting Lessor's crop as hereinafter provided, to the extent that such damages are not caused by the intentional misconduct or gross negligence of Lessor or its agents or employees, and Lessee shall hold Lessor harmless from all reasonable loss, costs or damages occasioned by Lessor thereby, and no such reentry shall be considered or

construed as a forcible entry.

C. In the event of a default and abandonment of the Premises by Lessee, then if Lessor does not elect to terminate this Lease as provided in subsection A. above, Lessor will have the remedy described in California Civil Code Section 1951.4 (Lessor may continue this Lease in effect after Lessee's breach and abandonment and recover rent as it becomes due, if Lessee has the right to sublet or assign, subject only to reasonable limitations).

D. No reentry or taking of possession of the Premises by Lessor shall be construed as an election by Lessor to terminate this Lease unless written notice of such an intention to terminate is given to Lessee or the Lease is declared to be terminated by Lessor.

The foregoing remedies of Lessor shall not be exclusive but shall be cumulative and in addition to all rights and remedies now or hereafter received or allowed by law.

28. **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three (3) business days after being mailed by certified mail, with return receipt requested, properly addressed to the party to receive such notice at the last address furnished for such purposes by the party to whom notice is directed and addresses as follows:

If to Lessor:

City of Hanford
Attn: Public Works Director
900 S. 10th Ave.
Hanford, CA 93230

If to Lessee:

Philip Verwey Farms
19765 13th Ave.
Hanford, CA 93230

29. **Environmental Matters**.

A. Compliance with Environmental Law. Lessee shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations (collectively **"Hazardous Materials Laws")** relating to industrial and agricultural hygiene, environmental protection or use, analysis, generation, manufacture, storage, disposal, or transportation of any hazardous, toxic, contaminated or polluting materials, substances or wastes, including without limitation, any "pesticides," "herbicides," "petroleum products," "hazardous substances," "hazardous waste," "hazardous materials," or "toxic substances" (collectively **"Hazardous Materials"**), as those terms are defined by applicable federal, state, and applicable law**.** The term "Hazardous Materials" does not include any Effluent or biosolids applied to the Premises in accordance with the provisions of this Lease.

B. Hazardous Materials Handling. Lessee shall at its own cost, procure and

maintain in effect during the entire term of this Lease or any extension thereof, and comply with all conditions of any and all permits, licenses or government and regulatory approvals required for Lessee's use, analysis, generation, manufacture, storage, disposal or transportation of the Hazardous Materials on or from the Premises. Lessee shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and waste. Lessee shall in all respects use, handle, treat, deal and manage any and all Hazardous Materials in, on, under or about the Premises in total conformity with all applicable Hazardous Materials Laws and pursuant to prudent industry and agricultural practices. Upon expiration or earlier termination of the term of this Lease or any extension thereof, Lessee shall cause all Hazardous Materials to be removed from the Premises and transported for use, storage, or disposal in accordance and in compliance with all applicable Hazardous Material Laws. Lessee shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises or any building, or enter into any settlement agreement, constant decree or other compromise in respect to any claims relating to any Hazardous Materials in any way connected with the Premises, without first notifying Lessor of Lessee's intention to do so and affording Lessor ample opportunity to appear, intervene or otherwise appropriately assert and protect Lessor's interest with respect thereto.

C. Notices. Lessee shall immediately notify Lessor in writing of: (i) any enforcement, clean up, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against Lessee or the Premises relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iii) any reports made to any governmental agency arising out of or in connection with any Hazardous Materials used or stored upon or removed from the Premises, including any complaints, notices, warnings or asserted violations in connection therewith. Lessee shall also supply to Lessor as promptly as possible, and in any event within five (5) days after Lessee first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Lessor's use thereof. Upon Lessor's request, Lessee shall promptly deliver to Lessor copies of hazardous waste manifests reflecting the legal and proper use and disposal of all Hazardous Materials used or removed from the Premises.

D. Indemnification of Lessor. Lessee shall indemnify, defend (by counsel reasonably acceptable to Lessor), protect and hold Lessor, its officials, officers, employees, agents, attorneys, successors, and assigns, free and harmless from and against any and all claims liabilities, penalties, forfeitures, losses or expenditures (including attorneys' fees) or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by: (i) the presence in, on, upon or about the Premises or a discharge in or from the Premises of any Hazardous Materials caused by Lessee or Lessee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, upon, about or

from the Premises or (ii) Lessee's failure to comply with any Hazardous Materials Law, provided such loss, damage or claim is not the direct and sole result of the use of the Premises by Lessor subsequent to termination of this Lease or the conduct or actions of Lessor or its agents or employees. Lessee's obligations hereunder shall include, without limitation and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean up or detoxification or decontamination of the Premises and the preparation and implementation of any closure, remedial action or other required plans in connection therewith and shall survive the expiration or earlier termination of the term of this Lease or any extension thereof.

30. **Attorney's Fees.** If any arbitration is initiated or an action at law or in equity is necessary to enforce or interpret the terms of this Lease, 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 Lease, 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.

31. **Sole and Only Agreement.** This Lease supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to their rights and obligations as identified in this Lease and contains all of the covenants and agreements between the parties with respect to said rights and obligations under this Lease in any manner whatsoever. Each party to this Lease acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Lease, and no other agreement, statement or promises shall be valid or binding.

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

33. **Successors and Assigns.** Subject to Section 22 of this Lease, this Lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

34. **Amendment.** No change, amendment or modification of this Lease shall be valid unless the same be in writing and signed by the parties hereto.

35. **Governing Law.** This Lease shall be construed and governed pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease effective on the day and in the year first set forth above.

LESSOR:	**LESSEE:**
City of Hanford, a municipal corporation	**Philip Verwey Farms**
By: _____	By: _____
MARIO A. CIFUENTEZ, II City Manager	PHILIP VERWEY Owner

EXHIBIT “A”
(Legal Description of
Premises)

EXHIBIT "A"
(Legal Description of
Premises)

PARCEL 1: (Portion 028-310-025)

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM A LIFE ESTATE IN AND TO AN UNDIVIDED 1/2 OF ALL OIL, GAS, MINERALS AND MINERAL RIGHTS IN AND UNDER SAID LAND, AS EXCEPTED AND RESERVED IN DEED DATED DECEMBER 12, 1973, EXECUTED BY MANUEL A. RODRIGUES AND JOSEPHINE L. RODRIGUES, TO PHILIP J. MARTIN, AN UNMARRIED MAN, SAID DEED WAS RECORDED JANUARY 14, 1975 IN BOOK 1043 PAGE 284 OF OFFICIAL RECORDS AS DOCUMENT NO. 431.

ALSO EXCEPTING THEREFROM A PORTION OF ALL OIL, GAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY PHILIP J. MARTIN, AN UNMARRIED MAN, IN HIS DEED TO ROBERT A. CARVALHO, ET UX, AND RECORDED MARCH 15, 1976 IN BOOK 1066 AT PAGE 471 OF OFFICIAL RECORDS AS DOCUMENT NO. 3116, WHICH DEED RECITES AS FOLLOWS:

"EXCEPTING AND RESERVING UNTO THE HEREIN GRANTOR 75% OF ALL HIS RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND NOW HELD OR WHICH MAY BE HEREAFTER ACQUIRED."

PARCEL 2: (PORTION 028-310-025)

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS THEREIN AND THEREUNDER AS RESERVED BY BANK OF AMERICAN NATIONAL TRUST AND SAVINGS ASSOCIATION, A NATIONAL BANKING ASSOCIATION, IN ITS DEED TO J. C. SHELLNUT, ET AL., DATED MARCH 24, 1939 AND RECORDED MARCH 29, 1939 IN BOOK 205 AT PAGE 173 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM A PORTION OF ALL OIL, GAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY PHILIP J. MARTIN, AN UNMARRIED MAN, IN HIS DEED TO ROBERT A. CARVALHO, ET UX, AND RECORDED MARCH 15, 1976 IN BOOK 1066 AT PAGE 471 OF OFFICIAL RECORDS AS DOCUMENT NO. 3116, WHICH DEED RECITES AS FOLLOWS:

"EXCEPTING AND RESERVING UNTO THE HEREIN GRANTOR 75% OF ALL HIS RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND NOW HELD OR WHICH MAY BE HEREAFTER ACQUIRED."

PARCEL 3: (PORTION 028-310-025)

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATE THEREIN AND THEREUNDER, AS RESERVED BY BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, A NATIONAL BANKING ASSOCIATION, IN ITS DEED TO JOSEPH SILVA, DATED JUNE 7, 1939 AND RECORDED JUNE 14, 1939 IN BOOK 207 AT PAGE 497 OF OFFICIAL

RECORDS.

ALSO EXCEPTING THEREFROM A PORTION OF ALL OIL, GAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY PHILIP J. MARTIN, AN UNMARRIED MAN, IN HIS DEED TO ROBERT A. CARVALHO, ET UX, AND RECORDED MARCH l5, l976 IN BOOK l066 AT PAGE 47l OF OFFICIAL RECORDS AS DOCUMENT NO. 3ll6, WHICH DEED RECITES AS FOLLOWS:

"EXCEPTING AND RESERVING UNTO THE HEREIN GRANTOR 75% OF ALL HIS RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND NOW HELD OR WHICH MAY BE HEREAFTER ACQUIRED."

PARCEL 4: (028-240-018)

THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 2l EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM l/2 OF ALL OIL, GAS, PETROLEUM AND OTHER MINERALS AND HYDROCARBONS THEREIN OR THEREUNDER FOR A TERM OF 20 YEARS FROM DATE HEREOF AS RESERVED IN DEED FROM T. N. BLOOMFIELD TO A. E. AVILA AND EMILY AVILA, HUSBAND AND WIFE, AS JOINT TENANTS DATED APRIL l3, l946 AND RECORDED APRIL l8, l946 AS DOCUMENT NO. 3943.

ALSO EXCEPTING THEREFROM THE INTEREST RESERVED AND EXCEPTED IN THE DEED DATED FEBRUARY 10, 1965 AND RECORDED FEBRUARY l0, 1965 IN BOOK 867 AT PAGE 853, AS DOCUMENT NO. l925, EXECUTED BY A. E. AVILA AND EMILY AVILA, HUSBAND AND WIFE TO ALBERT MARTIN AND ELSIE MARTIN, HUSBAND AND WIFE AS TO AN UNDIVIDED 1/2 INTEREST AND PHILIP MARTIN, A SINGLE MAN, AS TO AN UNDIVIDED 1/2 INTEREST, WHICH SAID INTEREST IS DESCRIBED IN SAID DEED AS FOLLOWS: "TOGETHER WITH ALL MINERAL RIGHTS OF RECORD NOW VESTED IN GRANTORS; RESERVING AND EXCEPTING, HOWEVER, A LIFE ESTATE IN GRANTORS OR THE SURVIVOR AS TO AN UNDIVIDED 1/2 INTEREST IN SAID MINERALS."

ALSO EXCEPTING THEREFROM A PORTION OF ALL OIL, GAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY PHILIP J. MARTIN, AN UNMARRIED MAN, IN HIS DEED TO ROBERT A, CARVALHO, ET UX., AND RECORDED MARCH l5, l976 IN BOOK l066 AT PAGE 47l OF OFFICIAL RECORDS AS DOCUMENT NO. 3ll6, WHICH DEED RECITES AS FOLLOWS:

"EXCEPTING AND RESERVING UNTO THE HEREIN GRANTOR 75% OF ALL HIS RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, OAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND NOW HELD OR WHICH MAY BE HEREAFTER ACQUIRED."

PARCEL 5: (PORTION 028-240-020)

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 2l EAST MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM AN UNDIVIDED 1/4 INTEREST IN ALL OIL, GAS PETROLEUM AND OTHER MINERALS AND HYDROCARBONS THEREIN OR THEREUNDER, AS EXCEPTED AND RESERVED IN OBED DATED MARCH 28, l946 EXECUTED BY CENTRAL COUNTIES LAND COMPANY, A CORPORATION, RECORDED APRIL 5, l946 IN BOOK 320 AT PAGE l96 OF OFFICIAL RECORDS AS DOCUMENT NO. 3525.

ALSO EXCEPTING THEREFROM THE INTEREST RESERVED AND EXCEPTED IN THE DEED DATED FEBRUARY 10, 1965 AND RECORDED FEBRUARY 10, 1965 IN BOOK 867 AT PAGE 853, AS DOCUMENT NO. 1925, EXECUTED BY A. E. AVILA AND EMILY AVILA, HUSBAND AND WIFE TO ALBERT MARTIN AND ELSIE MARTIN, HUSBAND AND WIFE AS TO AN UNDIVIDED 1/2 INTEREST AND PHILIP MARTIN, A SINGLE MAN, AS TO AN UNDIVIDED 1/2 INTEREST, WHICH SAID INTEREST IS DESCRIBED IN SAID DEED AS FOLLOWS: "TOGETHER WITH ALL MINERAL RIGHTS OF RECORD NOW VESTED IN GRANTORS; RESERVING AND EXCEPTING, HOWEVER, A LIFE ESTATE IN GRANTORS OR THE SURVIVOR

AS TO AN UNDIVIDED 1/2 INTEREST IN SAID MINERALS."

ALSO EXCEPTING THEREFROM A PORTION OF ALL OIL, OAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY PHILIP J. MARTIN, AN UNMARRIED MAN, IN HIS DEED TO ROBERT A. CARVALHO, ET UX, AND RECORDED MARCH 15, 1976 IN BOOK 1066 AT PAGE 471 OF OFFICIAL RECORDS AS DOCUMENT NO. 3116, WHICH DEED RECITES AS FOLLOWS:

"EXCEPTING AND RESERVING UNTO THE HEREIN GRANTOR 75% OF ALL HIS RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND NOW HELD OR WHICH MAY BE HEREAFTER ACQUIRED."

PARCEL 6: (PORTION 028-240-020)

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST OF ALL OIL, GAS AND MINERALS, IN, ON OR UNDER THE SURFACE OF SAID LANDS, AND 1/2 OF ALL THE RIGHTS OF OWNERSHIP THEREIN, AS CONTAINED IN THAT CERTAIN DEED DATED JANUARY 20, 1947 FROM M. S. BRAZIL, A SINGLE MAN, TO A. E. AVILA, ET UX., RECORDED JANUARY 31, 1947 AS DOCUMENT NO. 1051.

ALSO EXCEPTING THEREFROM THE INTEREST RESERVED AND EXCEPTED IN THE DEED DATED FEBRUARY 10, 1965 AND RECORDED FEBRUARY 10, 1965 IN BOOK 867 AT PAGE 853, AS DOCUMENT NO. 1925, EXECUTED BY A. E. AVILA AND EMILY AVILA, HUSBAND AND WIFE TO ALBERT MARTIN AND ELSIE MARTIN, HUSBAND AND WIFE AS TO AN UNDIVIDED 1/2 INTEREST AND PHILIP MARTIN, A SINGLE MAN, AS TO AN UNDIVIDED 1/2 INTEREST, WHICH SAID INTEREST IS DESCRIBED IN SAID DEED AS FOLLOWS: "TOGETHER WITH ALL MINERAL RIGHTS OF RECORD NOW VESTED IN GRANTORS; RESERVING AND EXCEPTING, HOWEVER, A LIFE ESTATE IN GRANTORS OR THE SURVIVOR AS TO AN UNDIVIDED 1/2 INTEREST IN SAID MINERALS."

ALSO EXCEPTING THEREFROM A PORTION OF ALL OIL, GAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY PHILIP J. MARTIN, AN UNMARRIED MAN, IN HIS DEED TO ROBERT A. CARVALHO, ET UX, AND RECORDED MARCH 15, 1976 IN BOOK 1066 AT PAGE 471 OF OFFICIAL RECORDS AS DOCUMENT NO. 3116, WHICH DEED RECITES AS FOLLOWS:

"EXCEPTING AND RESERVING UNTO THE HEREIN GRANTOR 75% OF ALL HIS RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND NOW HELD OR WHICH MAY BE HEREAFTER ACQUIRED."

PARCEL 7: (PORTION 028-240-020)

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING SUCH INTEREST IN THE WEST 25 FEET AS WAS CONVEYED TO THE COUNTY OF KINGS, BY DEED FROM C. RUMMICH AND AGNES CAROLINE RUMMICH, HIS WIFE, RECORDED IN BOOK 1 AT PAGE 530 OF RIGHTS OF WAY.

ALSO EXCEPTING THEREFROM 1/2 INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND FOR A PERIOD OF 20 YEARS FROM DATE OF CONVEYANCE AS RESERVED IN DEED DATED JANUARY 26, 1946 EXECUTED BY CARL RUMMICH AND AGNES CAROLINE RUMMICH, HUSBAND AND WIFE TO A. E. AVILA AND EMILY AVILA, RECORDED FEBRUARY 13, 1946 IN BOOK 343 AT PAGE 11 OF OFFICIAL RECORDS, AS DOCUMENT NO. 1626.

ALSO EXCEPTING THEREFROM THE INTEREST RESERVED AND EXCEPTED IN THE DEED DATED FEBRUARY 10, 1965 AND RECORDED FEBRUARY 10, 1965 IN BOOK 867 AT PAGE 853, AS DOCUMENT NO. 1925, EXECUTED BY A. E. AVILA AND EMILY AVILA, HUSBAND AND WIFE TO ALBERT MARTIN AND ELSIE MARTIN, HUSBAND AND WIFE AS TO AN UNDIVIDED 1/2 INTEREST AND PHILIP MARTIN, A SINGLE MAN, AS TO AN UNDIVIDED 1/2 INTEREST, WHICH SAID INTEREST IS DESCRIBED IN

SAID DEED AS FOLLOWS: “TOGETHER WITH ALL MINERAL RIGHTS OF RECORD NOW VESTED IN GRANTORS; RESERVING AND EXCEPTING, HOWEVER, A LIFE ESTATE IN GRANTORS OR THE SURVIVOR AS TO AN UNDIVIDED 1/2 INTEREST IN SAID MINERALS.”

ALSO EXCEPTING THEREFROM A PORTION OF ALL OIL, MINERAL AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY PHILIP J. MARTIN, AN UNMARRIED MAN, IN HIS DEED TO ROBERT A. CARVALHO, ET UX, AND RECORDED MARCH 15, 1976 IN BOOK 1066 AT PAGE 471 OF OFFICIAL RECORDS AS DOCUMENT NO. 3116, WHICH DEED RECITES AS FOLLOWS:

“EXCEPTING AND RESERVING UNTO THE HEREIN GRANTOR 75% OF ALL HIS RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND NOW HELD OR WHICH MAY BE HEREAFTER ACQUIRED.”

PARCEL 8: (028-310-008)

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO EXCEPTING THEREFROM A PORTION OF ALL OIL, GAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY PHILIP J. MARTIN, AN UNMARRIED MAN, IN HIS DEED TO ROBERT A. CARVALHO, ET UX, AND RECORDED MARCH 15, 1976 IN BOOK 1066 AT PAGE 471 OF OFFICIAL RECORDS AS DOCUMENT NO. 3116, WHICH DEED RECITES AS FOLLOWS:

“EXCEPTING AND RESERVING UNTO THE HEREIN GRANTOR 75% OF ALL HIS RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND NOW HELD OR WHICH MAY BE HEREAFTER ACQUIRED.”

PARCEL 9: (028-310-007)

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA,

ALSO EXCEPTING THEREFROM A PORTION OF ALL OIL, GAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY PHILIP J. MARTIN, AN UNMARRIED MAN, IN HIS DEED TO ROBERT A. CARVALHO, ET UX, AND RECORDED MARCH 15, 1976 IN BOOK 1066 AT PAGE 471 OF OFFICIAL RECORDS AS DOCUMENT NO. 3116, WHICH DEED RECITES AS FOLLOWS:

“EXCEPTING AND RESERVING UNTO THE HEREIN GRANTOR 75% OF ALL HIS RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND NOW HELD OR WHICH MAY BE HEREAFTER ACQUIRED.”

PARCEL 10: (028-310-005)

THE EAST HALF OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM SUCH INTEREST IN THE WEST 25 FEET THEREOF, WHICH WAS CONVEYED TO THE COUNTY OF KINGS, BY DEED RECORDED IN BOOK 1 AT PAGE 528 OF RIGHTS OF WAY.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN FEE IN AND TO ALL OF THE OIL, GAS, COAL AND OTHER MINERALS OR MINERAL RIGHTS OF WHATEVER NATURE AND DESCRIPTION IN AND UNDER SAID LAND, AS RESERVED BY TITLE INSURANCE AND TRUST COMPANY, A CORPORATION, IN ITS DEED TO FRANK ROCHA, ET UX., DATED DECEMBER 15, 1942 RECORDED IN BOOK 282 AT PAGE 3446 OF OFFICIAL RECORDS, AS DOCUMENT NO. 8447.

ALSO EXCEPTING AN UNDIVIDED 1/4 OF ALL OIL, GAS AND MINERAL RIGHTS WITHIN OR UNDERLYING SAID LAND AS RESERVED IN DEED DATED AUGUST 30, 1974 AND RECORDED SEPTEMBER 27,

1974 IN BOOK 1037 AT PAGE 920 AS DOCUMENT NO. 14438.

PARCEL 11: (029-240-016)

THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM 51 PERCENT OF THE TOTAL CONVEYANCE CAPACITY OF THE EXISTING OPEN DITCH BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 21 EAST AND RUNNING EAST ONE MILE TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 21 EAST, AS RESERVED BY BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION IN THE DEED TO NEVES BROTHERS, A GENERAL PARTNERSHIP, DATED DECEMBER 18, 1989 AND RECORDED JANUARY 11, 1990 AS DOCUMENT NUMBER 9000644 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, MINERAL RIGHTS OF EVERYKIND OR NATURE AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID PROPERTY (MINERALS) AND ALL RIGHTS ON ENTRY OR USE OF SURFACE RIGHTS RELATING THERETO OF UNAFFILIATED THIRD PARTIES (WHETHER SUCH THIRD PARTY ACQUIRED SUCH RIGHTS BY THE TERMS OF A LEASE, A RESERVATION CONTAINED IN A DEED, A GRANT OF EASEMENT OR OTHERWISE; AND PROVIDED THAT SUCH RIGHTS OF ENTRY AND SURFACE RIGHTS EXCEPTED HEREBY SHALL NOT EXTEND BEYOND THESE RIGHTS IN EFFECT AND OF RECORD AS OF THE DATE HEREOF); AND EXCEPTING THEREFROM, FOR THE BENEFIT OF GRANTOR, ALL MINERALS, AND THOSE RIGHTS OF ENTRY AND SURFACE RIGHTS REASONABLY NECESSARY AND PROPER TO THE EXPLORATION AND REMOVAL OF MINERALS LOCATED IN OR UNDER THE PROPERTY, PROVIDED THAT GRANTOR SHALL EXERCISE SUCH RIGHTS IN SUCH MANNER AS SHALL NOT UNNECESSARILY INTERFERE WITH ANY AGRICULTURAL, GRAZING OR OTHER THEN CURRENT USE OF THE PROPERTY BY ANY PERSON OR ENTITY INCLUDING, WITHOUT LIMITATION, GRANTEE AND GRANTEE'S TENANTS, LICENSEES AND EMPLOYEES. IF GRANTOR SHALL DRILL, MINE OR CONDUCT EXPLORATION FOR MINERALS ON THE PROPERTY, OR CAUSE OR PERMIT THE SAME TO BE DONE, GRANTOR SHALL MAKE FULL PAYMENT TO GRANTEE FOR ANY DAMAGE DONE TO CROPS, ANIMALS OR IMPROVEMENTS AND SHALL COMPENSATE GRANTEE THE REASONABLE AGRICULTURE VALUE OF ANY AND ALL PORTIONS OF THE PROPERTY SO OCCUPIED OR USED. ANY INCREASE IN TAXES RESULTING FROM THE PRODUCTION OF MINERALS SHALL BE PAID BY GRANTOR, AS EXCEPTED IN THE DEED FROM SALYER LAND COMPANY, DATED JUNE 27, 1987, RECORDED JUNE 30, 1987 IN BOOK 1416, PAGE 450, FILE NO. 010165, OFFICIAL RECORDS.

PARCEL 12: (028-240-008)

THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASS AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO EXCEPTING FROM THE SOUTHEAST QUARTER OF SAID SECTION 17 ALL OIL, GAS, MINERALS OR OTHER HYDROCARBONS SUBSTANCES LOCATED UNDER AND IN THE SUBSURFACE THEREOF, AS RESERVED IN THE DEED FROM FLORENCE M. WINTER AND ROBERT W. MILLER, JR., TO E. C. SALYER AND RECORDED JUNE 10, 1946 IN BOOK 346, PAGE 369, FILE NO. 5556, OFFICIAL RECORDS.

EXCEPTING THEREFROM 51 PERCENT OF THE TOTAL CONVEYANCE CAPACITY OF THE EXISTING OPEN DITCH BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 21 EAST AND RUNNING EAST ONE MILE TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 21 EAST, AS RESERVED BY BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION IN THE DEED TO NEVES BROTHERS, A GENERAL PARTNERSHIP, DATED DECEMBER 18, 1989 AND RECORDED JANUARY 11, 1990 AS DOCUMENT NUMBER 9000644 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, MINERALS RIGHTS OF EVERY KIND OR NATURE AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID PROPERTY (“MINERALS”) AND ALL RIGHTS ON ENTRY OR USE OF SURFACE RIGHTS RELATING THERETO OF UNAFFILIATED THIRD PARTIES (WHETHER SUCH THIRD PARTY ACQUIRED SUCH RIGHTS BY THE TERMS OF A LEASE, A

RESERVATION CONTAINED IN A DEED, A GRANT OF AN EASEMENT OR OTHERWISE; AND PROVIDED THAT SUCH RIGHTS OF ENTRY AND SURFACE RIGHTS EXCEPTED HEREBY SHALL NOT EXTEND BEYOND THESE RIGHTS IN EFFECT AND OF RECORD AS OF THE DATE HEREOF); AND EXCEPTING THEREFROM, FOR THE BENEFIT OF' GRANTOR, ALL MINERALS, AND THOSE RIGHTS OF ENTRY AND SURFACE RIGHTS REASONABLY NECESSARY AND PROPER TO THE EXPLORATION AND REMOVAL OF MINERALS LOCATED IN OR UNDER THE PROPERTY, PROVIDED THAT GRANTOR SHALL EXERCISE SUCH RIGHTS IN SUCH MANNER AS SHALL NOT UNNECESSARILY INTERFERE WITH ANY AGRICULTURE, GRAZING OR OTHER THEN CURRENT USE OF THE PROPERTY BY ANY PERSON OR ENTITY INCLUDING, WITHOUT LIMITATION, GRANTEE AND GRANTEE'S TENANTS, LICENSEES AND EMPLOYEES. IF GRANTOR SHALL DRILL, MINE OR CONDUCT EXPLORATION FOR MINERALS ON THE PROPERTY, OR CAUSE OR PERMIT THE SAME TO BE DONE, GRANTOR SHALL MAKE FULL PAYMENT TO GRANTEE FOR ANY DAMAGE DONE TO CROPS, ANIMALS OR IMPROVEMENTS AND SHALL COMPENSATE GRANTEE THE REASONABLE AGRICULTURAL VALUE OF ANY AND ALL PORTIONS OF THE PROPERTY SO OCCUPIED OR USED. ANY INCREASE IN TAXES RESULTING FROM THE PRODUCTION OF MINERALS SHALL BE PAID GRANTOR, AS EXCEPTED IN THE DEED FROM SALYER LAND COMPANY, DATED JUNE 27, 1987, RECORDED JUNE 30, 1987 IN BOOK 1416, PAGE 450, FILE NO. 010165, OFFICIAL RECORDS.

PARCEL 13: (028-240-021)

THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT SUCH INTEREST IN AND TO THE WEST 25 FEET OF THE NORTHEAST QUARTER OF SECTION 20, AS CONVEYED TO THE COUNTY OF KINGS, BY DEED RECORDED IN BOOK 1, PAGE 528 OF RIGHTS OF WAY FOR ROAD PURPOSES.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, MINERAL RIGHTS OF EVERY KIND OR NATURE AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID PROPERTY (MINERALS) AND ALL RIGHTS ON ENTRY OR USB OF SURFACE RIGHTS RELATING THERETO OF UNAFFILIATED THIRD PARTIES (WHETHER SUCH THIRD PARTY ACQUIRED SUCH RIGHTS BY THE TERMS OF A LEASE, A RESERVATION CONTAINED IN A DEED, A GRANT OF EASEMENT OR OTHERWISE; AND PROVIDED THAT SUCH RIGHTS OF ENTRY AND SURFACE RIGHTS EXCEPTED HEREBY SHALL NOT EXTEND BEYOND THESE RIGHTS IN EFFECT AND OF RECORD AS OF THE DATE HEREOF); AND EXCEPTING THEREFROM, FOR THE BENEFIT OF GRANTOR, ALL MINERALS, AND THOSE RIGHTS OF ENTRY AND SURFACE RIGHTS REASONABLY NECESSARY AND PROPER TO THE EXPLORATION AND REMOVAL OF MINERALS LOCATED IN OR UNDER THE PROPERTY, PROVIDED THAT GRANTOR SHALL EXERCISE SUCH RIGHTS IN SUCH MANNER AS SHALL NOT UNNECESSARILY INTERFERE WITH ANY AGRICULTURAL, GRAZING OR OTHER THEN CURRENT USE OF THE PROPERTY BY ANY PERSON OR ENTITY INCLUDING, WITHOUT LIMITATION, GRANTEE AND GRANTEE'S TENANTS, LICENSEES AND EMPLOYEES. IF GRANTOR SHALL DRILL, MINE OR CONDUCT EXPLORATION FOR MINERALS ON THE PROPERTY, OR CAUSE OR PERMIT THE SAME TO BE DONE, GRANTOR SHALL MAKE FULL PAYMENT TO GRANTEE FOR ANY DAMAGE DONE TO CROPS, ANIMALS OR IMPROVEMENTS AND SHALL COMPENSATE GRANTEE THE REASONABLE AGRICULTURAL VALUE OF ANY AND ALL PORTIONS OF THE PROPERTY SO OCCUPIED OR USED. ANY INCREASE IN TAXES RESULTING FROM THE PRODUCTION OF MINERALS SHALL BE PAID BY GRANTOR, AS EXCEPTED IN THE DEED FROM SALYER LAND COMPANY, DATED JUNE 27, 1987, RECORDED JUNE 30, 1987 IN BOOK 1416, PAGE 450, FILE NO. 010165, OFFICIAL RECORDS.

PARCEL 14: (028-240-019)

THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING FROM THE NORTHWEST QUARTER OF SAID SECTION 21, ALL OIL, GAS, MINERALS OR OTHER HYDROCARBON SUBSTANCES LOCATED UNDER AND IN THE SUBSURFACE THEREOF, AS RESERVED IN THE DEED FROM FLORENCE M. WINTER AND ROBERT W. MILLER JR., TO E. C. SALYER AND RECORDED JUNE 10, 1946 IN BOOK 346, PAGE 369, FILE NO. 5556, OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, MINERAL RIGHTS OF EVERY KIND OR NATURE AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID PROPERTY ("MINERALS") AND ALL RIGHTS ON ENTRY OR USE OF SURFACE RIGHTS RELATING THERETO OF UNAFFILIATED THIRD PARTIES (WHETHER SUCH THIRD PARTY ACQUIRED SUCH RIGHTS BY THE TERMS OF A LEASE, A RESERVATION CONTAINED IN A DEED, A GRANT OF AN BASEMENT OR OTHERWISE; AND PROVIDED THAT SUCH RIGHTS OF ENTRY AND SURFACE RIGHTS EXCEPTED HEREBY SHALL NOT EXTEND BEYOND THESE RIGHTS IN EFFECT AND OF RECORD AS OF THE DATE HEREOF); AND EXCEPTING THEREFROM, FOR THE BENEFIT OF GRANTOR, ALL MINERALS, AND THOSE RIGHTS OF ENTRY AND SURFACE RIGHTS REASONABLY NECESSARY AND PROPER TO THE EXPLORATION AND REMOVAL OF MINERALS LOCATION OR UNDER THE PROPERTY, PROVIDED THAT GRANTOR SHALL EXERCISE SUCH RIGHTS IN SUCH MANNER AS SHALL NOT UNNECESSARILY INTERFERE WITH ANY AGRICULTURAL, GRAZING OR OTHER THEN CURRENT USB OF THE PROPERTY BY ANY PERSON OR ENTITY INCLUDING, WITHOUT LIMITATION, GRANTEE AND GRANTEE'S TENANTS, LICENSEES AND EMPLOYEES. IF GRANTOR SHALL DRILL, MINE OR CONDUCT EXPLORATION FOR MINERALS ON THE PROPERTY, OR CAUSE OR PERMIT THE SAME TO BE DONE, GRANTOR SHALL MAKE FULL PAYMENT TO GRANTEE FOR ANY DAMAGE DONE TO CROPS, ANIMALS OR IMPROVEMENTS AND SHALL COMPENSATE GRANTEE THE REASONABLE AGRICULTURAL VALUE OF ANY AND ALL PORTIONS OF THE PROPERTY SO OCCUPIED OR USED. ANY INCREASE IN TAXES RESULTING FROM THE PRODUCTION OF MINERALS SHALL BE PAID BY GRANTOR, AS EXCEPTED IN THE DEED FROM SALYER LAND COMPANY, DATED JUNE 27, 1987, RECORDED JUNE 30, 1987 IN BOOK 1416, PAGE 450, FILE NO, 010165, OFFICIAL RECORDS.

AGENDA
STAFF REPORT

MEETING DATE: 8/15/2023	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Adoption of Resolution 23-34-R, Supporting the submittal of an application for up to $3,000,000 from the California Department of Housing and Community Development (HCD) State's 2023 Manufactured Housing Opportunity and Revitalization Program (MORE) program, for the Rehabilitation or Replacement of Resident's Mobile homes within Hanford city limits.

RECOMMENDATION:

Recommended Motion: That the City Council, by motion, adopt Resolution No. 23-34-R, approving the submittal of an application to the MORE Program application for up to $3,000,000 for "Rehabilitation and Revitalization of Individual Mobile Homes within City limits.

BACKGROUND:

A resolution is attached for Council consideration which allows the submittal of an application for up to $3,000,000 for the Rehabilitation or Replacement of Resident's Mobile homes, within Hanford city limits, in response to the 2023 Manufactured Housing Opportunity and Revitalization Program (MORE) program Notice of Funding Availability (NOFA).

The MORE program is a new funding opportunity made available by the CA Department of Housing and Community Development (HCD), released in May 2023. It helps fund various activities to keep Mobile Home Parks a safe and affordable homeownership option. MORE funds can be used for the acquisition, conversion to resident organization ownership, rehabilitation, reconstruction, and replacement of mobile home parks, as well as the remediation of health and safety items of both parks and individual mobile homes. HCD is reviewing and funding MORE program applications on a first-come, first-served basis through June 30, 2024, or until all funds have been awarded. Approximately $65 million in funds are available in this NOFA.

The City shall apply to assist an estimated sixteen (16) qualified mobile homeowners through a 20-year forgivable loan that does not exceed local project costs. Homeowners may qualify for replacement of their home should it be determined that the cost of rehabilitation will exceed replacement. Eligible activities should benefit low- and moderate-income Californians. Self-Help Enterprises will partner with the City as its administrative subrecipient for MORE application preparation and submission on behalf of the City, as well as MORE program implementation and grant administration. The City's MORE application funds request should be broken down as follows:

Activity: $2,490,000
Admin (17% max): $510,000
Total Application Request: $3,000,000

The Resolution authorizes the City Manager or designee(s) to sign the application, the Standard Agreement, any subsequent amendments or modifications, and any other documents HCD requires for participation in the MORE Program.

FISCAL IMPACT:

The City will contract with Self-Help Enterprises (SHE) for the MORE program application and preparation for a fee of $3,000, which will be paid out of the City's Housing Authority fund or other designated fund. If the MORE program application is awarded, the city will pay grant administrative and implementation costs to SHE in an amount not to exceed 17% (the maximum allowable) of the grant award. Administrative and implementation costs can be paid from grant funds.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 23-34-R

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A STANDARD AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2023 MANUFACTURED HOUSING OPPORTUNITY AND REVITALIZATION (MORE) PROGRAM NOFA DATED MAY 2, 2023.

BE IT RESOLVED by the **City of Hanford** as follows:

SECTION 1:

The **City of Hanford** has reviewed and hereby approves the submission to the State of California of one application in the aggregate amount, not to exceed $3,000,000 for the following Manufactured Housing Opportunity and Revitalization Program (MORE) activities pursuant to the 2023 MORE Notice of Funding Availability (NOFA):

List activities and amounts

Rehabilitation or Replacement of Resident's Mobile homes $3,000,000.00

SECTION 2:

The **City of Hanford** hereby authorizes and directs the **City Manager**, or designee, to execute and deliver all applications and act on the **City of Hanford's** behalf in all matters pertaining to all such applications.

SECTION 3:

If an application is approved, the **City Manager**, or designee, is authorized to enter into, execute and deliver the Standard Agreement and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

** Important Note: If the designee is signing any application, agreement, or any other document on behalf of the designated official, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected.*
Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement.

SECTION 4:

If an application is approved, the **City Manager**, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

SECTION 5:

The application in full is incorporated as part of the Standard Agreement. Any activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. **City of Hanford** acknowledges and agrees that it may be required to execute any other instruments necessary or required by HCD for participation in the HOSN Program.

PASSED AND ADOPTED at a regular meeting of the **City Council** of the **City of Hanford's** held on 15 August 2023.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

_____
Travis Paden
MAYOR of the City of Hanford

The undersigned **Natalie Corral, City Clerk** *of the* **City of Hanford** *there before named, attests and certifies that the foregoing is a true and full copy of a resolution of the Governing Board adopted at a duly convened meeting on the date above-mentioned.*

_____
Natalie Corral, City Clerk of the City of Hanford

_____
Date

(Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.)

NOTICE AND INSTRUCTIONS

1. **Notice.** The Department is providing this template Authorizing Resolution as informational guidance only. This language may require modification and customization in order to accurately reflect your entity and/or your entity's participation in the Program. Accordingly, the Department encourages each entity to consult with professional legal counsel during the development of its own formal, legally binding statement that it is authorized to participate in the Department's Program. Please note, however, that any limitations or conditions on the authority of the signatory or signatories to execute the Program Loan Documents and/or the Program Grant Documents may result in the Department rejecting the Authorizing Resolution.

2. **Accuracy, Verification.** The Department will verify that this Authorizing Resolution comports with the legal authority of the entity's governing body. The entity must timely notify the Department, in writing, of any factors that limit its ability to provide an Authorizing Resolution which is materially in line with this template.

3. **Authorized Signatory or Signatories, Designee.** As a public entity, the entity may designate an authorized signatory by identifying only the title of that individual. The entity may authorize multiple signatories, so long as there is clarifying language as to whether the signatories are authorized to execute the Program Loan Documents and/or the Program Grant Documents individually or collectively. In addition, the entity may authorize a designee of the authorized signatory to execute the Program Loan Documents and/or the Program Grant Documents. In such case, the entity must append a supporting document (e.g., memorandum, meeting notes of official action), which indicates the name and title of the designee who is authorized to legally bind the entity.

4. **Certification of Authorizing Resolution.** The individual who certifies the Authorizing Resolution cannot also be authorized to execute the Program Loan Documents and/or the Program Grant Documents on behalf of the entity.

AGENDA
STAFF REPORT

MEETING DATE: 8/15/2023	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Approval of a three-year agreement with Magic Ice, Inc. (Miami, FL) for the rental of a 60' x 100' natural ice skating rink for the Winter Wonderland Event for a total contract price of $552,917

RECOMMENDATION:

Recommendation: The Council, by motion, authorize a three-year agreement with Magic Ice, Inc. (Miami, FL) for the rental of a 60' x 100' natural ice skating rink for the Winter Wonderland Event in the amount of $552,917.

Recommended Motion: I motion to authorize a three-year agreement with Magic Ice, Inc. (Miami, FL) for the rental of a 60' x 100' natural ice skating rink for the Winter Wonderland Event in the amount of $552,917.

BACKGROUND:

Overall, last year's Winter Wonderland event surpassed all expectations. The overwhelming support from local business sponsors, vendors, and patrons provided a cost-recovery rate of 100.8%. This year's Winter Wonderland Event will operate for seven consecutive weeks, from November 18, 2023, to January 8, 2024. Ice skating sessions are 90 minutes long, followed by 30 minutes to resurface the ice. Online tickets will go on sale on November 1, 2023. Weekday hours are from 4:00 to 8:00 pm, and weekend hours are from 12:00 to 8:00 pm. Ice skating lessons and broomball will also be offered. The annual tree-lighting ceremony is scheduled for November 18th at 6:00 pm.

Last year's event sold over 17,000 tickets and secured $102,000 in sponsorships. The critical enhancements for this year's event include:

- Increase of 100 pairs of skates (300 to 400) to accommodate standard customer shoe sizes
- The Chamber of Commerce will solicit and secure business sponsorships. The agreed-upon revenue split is 60% to the City and 40% to the Chamber.
- Tuff Shed will donate 8-10 sheds to create a holiday village for vendors.
- Season passes will be sold for $50 beginning on November 1st
- The City will plan and execute the marketing plan

Attached is the Rental Agreement for reference.

FISCAL IMPACT:

This three-year agreement for $552,917 provides a $15,978 discount to the City in years two (fiscal year 2024/25) and three (fiscal year 2025/26).
Year 1 - $179,350
Year 2 - $184,897 ($5,901 discount)
Year 3 - $188,670 ($10,077 discount)
Total - $552,917

The $179,350 for one-year ice rink rental fee was appropriated in the FY 23/24 budget under the Ice Rink Expense Account 1721000-761110 ($345,000).

ATTACHMENTS:
1. Final Agreement_8.8.23

RENTAL AGREEMENT

Magic Ice USA, Inc., a Florida corporation ("Rental Company") and the Renter listed below as ("Renter") hereby enter this equipment Rental Agreement ("Agreement") this _____day of _____ , 2023.

Renter Entering Rental Agreement:

Contact Name:	Brad Albert
Company Name Entering Agreement:	City of Hanford, CA
Address:	321 N. Douty Street
City, State, Zip Code:	Hanford CA 93230
Email Address:	balbert@cityofhanfordca.com
Contact Number:	559-585-2527

Address For Shipping & Set-Up

Civic Park
400 N. Douty St.
Hanford, CA 93230

Term By Date:	Estimated Installation Date:	November 2, 2023
	Start-Up Date:	November 15, 2023
	Shut Down Date:	January 7, 2024
	Estimated Removal Completion Date:	January 21, 2024

Agreement Term In Years: Three (3)

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

1) **Rental Company** represents and warrants that it has the expertise and ability to install and remove a portable ice-skating rink, slide, or other ice rink-related rental components and services as described in Exhibit "A": of this Agreement.
2) **Rental Company** represents and warrants that it has the skill, knowledge, and ability to provide and install said ice attraction safely and reasonably.
3) **Documents:** Critical documents are listed as the following Exhibits and are integral to this Agreement:

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

4) **Recitals**: The recitals listed above as Exhibits are true and correct and incorporated by reference into this Agreement and are an integral part of this Agreement. During the term of this Agreement, Rental Company will provide to Renter the complete equipment rental, installation, and removal of a temporary ice activity as denoted on the attached Exhibit "A" Scope of Services.
5) **Rental Fee Contingent on Agreement Date:** Rental Company will provide a discount for the early commitment for equipment and services to better plan its resource requirements. The Pricing Structure was denoted in the proposal document attached as Exhibit "E".

6) **Agreement Sum:** $ **__$ 552,917.00 USD__(Three Year Total)__**

The Rental Company shall acknowledge the Renter's investment required to create the first season's holiday-season ice attraction. The Renter shall declare the Rental Company to be its EXCLUSIVE SUPPLIER of the ice attraction equipment for the term and price listed. Renter acknowledges the discount of a multi-year agreement. For any reason the term is reduced, the Rental Company shall be entitled to compensation at the higher rate associated with the shorter period.

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

Initial Investment/Deposit Date & Amount	$44,838.00 USD	With Signed Agreement
Payment Two (2)	$44,838.00 USD	August 1, 2023
Payment Three (3)	$44,837.00 USD	October 1, 2023
Payment Four (4)	$44,837.00 USD	When Ice is skate ready

The renter shall have the right to extend the term for an additional two (2) operating seasons (2024-2025) and 2025-2026), which option will be exercisable in renter's sole discretion by notice to Rental Company no later than May 1st of each following year. The first payment for each season is due June 1st of the contract period.

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

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

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

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

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

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

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

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

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

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

18) Taxes, Licenses, and Fees: Unless otherwise stipulated in Exhibit "A", sales, use tax or related fees are NOT

included and are the Renter's responsibility. A tax exemption certificate is required for tax-exempt organizations. All registration expenses, licenses, and permits are the responsibility of the Renter.

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

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

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

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

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

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

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

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

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

28) **Delivery/Pickup:** Rental Company shall endeavor to meet scheduled delivery and pickup dates and times, but all such dates and times are estimates only. Rental Company shall not be liable for any damages for failure to meet such estimates. If equipment is to be unloaded upon arrival, the Renter is responsible for ensuring that equipment is unloaded in a timely manner during regular business hours. Should the truck have to wait more than two (2) hours to be unloaded due to the Renter being unprepared, they will be responsible for all detention charges incurred. If delivery is delayed by seven (7) calendar days or more, Renter will be entitled to a pro rata refund of previously paid rental charges for the then-current rental period.

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

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

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

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

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

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

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

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

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

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

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

38) **Qualification of Renters Personnel:** The Renter is responsible for the operation of the products supplied and acknowledges that such persons are specialized and require experienced trade skills with knowledge of operating an ice rink and its supporting equipment. To ensure the safe installation and use of the product, activities may only be carried out by qualified technical personnel or an instructed person under the direction and supervision of qualified personnel. Qualified personnel are those who, due to professional training, knowledge and experience, and their understanding of the relevant regulations, can assess the work assigned, recognize possible hazards, and institute appropriate safety measures. Qualified personnel must have proper safety equipment and must be trained in first aid. The use of the product requires special training and a high concentration level. It must be ensured that persons who use the product are physically, mentally, and emotionally able to comply with the requirements; otherwise, injuries or material damage may occur.

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

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

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

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

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

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

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

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

46) **Default:** Renter shall be in default of this Agreement upon Occurrence of one or more of the following events:
   a. any rental charge goes unpaid for a period of ten (10) days after its due date.
   b. any other breach of this Agreement by Renter goes uncorrected after ten (10) days written notice to Renter.
   c. any writ or order of attachment, execution or the like against Renter is levied on any of the equipment and is not released or satisfied within ten (10) days; or
   d. immediately when a proceeding in bankruptcy, insolvency, or receivership is instituted voluntarily or involuntarily by or against Renter or Renter enters any agreement or compromise with its creditors or is otherwise unable to pay its debts as they become due.

47) **Remedies:** In the event of Renter's default, Rental Company shall have the right to do any or all of the following, none of which shall constitute an election of remedies:
   a. declare immediately due, sue for, and receive from Renter all rents and other amounts payable under the terms of this Agreement, as well as all costs and expenses associated with such proceedings (including reasonable attorneys' fees) and all expenses reasonably incurred by Rental Company in taking possession, cleaning and repairing and re-renting any such equipment. Any amounts remaining from the re-renting after deduction of all such fees, costs, and expenses shall be credited to Renter's obligation hereunder; disconnect and retake possession of all equipment with the notice required by law or other processes of law. For such a purpose, Rental Company may enter upon the premises where the equipment is located and disconnect and/or remove.
   b. terminate this Agreement as to any and all equipment.
   c. terminate any other agreement(s) between Rental Company and Renter; and/or
   d. pursue any other rights and/or remedies, whether at law or in equity.

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

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

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

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

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

Renter shall indemnify and defend Rental Company against, and Renter is solely responsible for, all fines, penalties, losses, claims arising out of or alleged to arise out of (a) Renter's acts or omissions in connection with the use, operation, handling, repair, maintenance, and/or alteration and modification of the equipment; and (b) the condition of building or physical plant equipment, and suitability of the equipment for Renter's purpose.

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

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

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

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

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

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

assigns. Any failure by Rental Company to enforce any provision of this Agreement shall not constitute a waiver thereof or any other provision. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

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

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

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

58) Rental Property Protection Insurance: Include Rental Protection on this order. The Rental Protection Program offers you peace of mind and protection against unforeseen events such as theft, vandalism, and accidental damages. The coverage price is calculated at 12% of the total recurring equipment charges and, if selected, will be added to this order. A $2,500 deductible will apply to each Claim. Full details of the Rental Protection Program have included the Rental Protection Terms Summary of this Rental Agreement. If the Rental Protection is declined, but proof of insurance is not provided as required. In that case, the provision of insurance from the rental company will be automatic, and the Renter agrees they are obligated for this fee. This amount is not tabulated in the agreed amount and would be added.

Rental Insurance Protection Price: $ 3,850.00 USD

Insurance Option **Selected:** _____ Initials

Insurance Option **Declined:** _____ Initials

Dated this_____day of _____, 2023

Magic Ice, Inc. (Rental Company)

_____

Signature Date

John S. Burley

President – Magic Ice, Inc.

Renter

_____

_____

Signature Date

_____

Print Name

_____

Title

RENTAL AGREEMENT
Exhibit A
Rental Company Scope Of Responsibilities

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

a. Provide & Install a **60 x 100** ice rink piping grid, including all header piping and plumbing transmission piping from the rink to the refrigerator system, which shall not be located more than 50 feet from the rink.
a. Provide & Install a **200** ton air-cooled refrigeration system and pump; suitable for making ice.
a. Provide a **Zamboni** Ice resurfacing machine and ice maintenance tools.
b. Provide & Install rink floor insulation and/or vapor barriers as required.
c. Provide & Install a modular clear dasher board and railing system.
d. Provide & Install secondary refrigerant cooling liquid.
e. Provide ice painting equipment and supplies (If desired)
f. Provide **400** pairs hockey rental skates in skate holding.
g. Provide & Install **1,000** square feet of rubber floor covering for skate change area.
h. Provide & Install if a selected option, DJ lighting package and sound system with public address system

2. Also included:

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

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RENTAL AGREEMENT
Exhibit B
Renters Obligations

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

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RENTAL AGREEMENT
Exhibit C

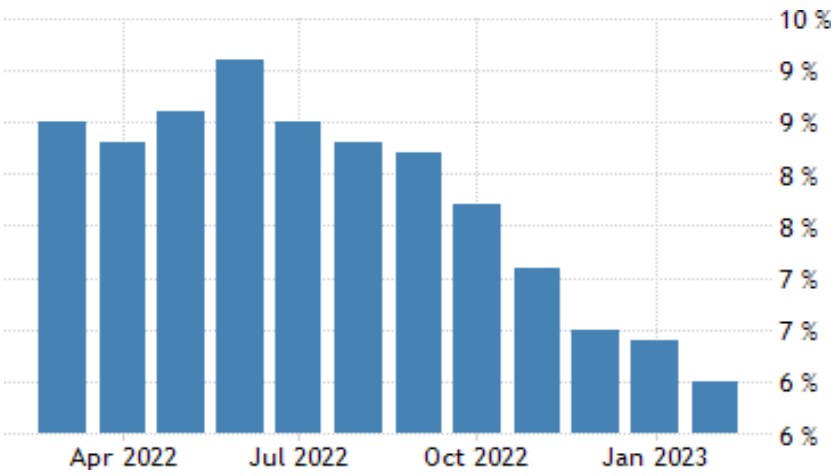
Extended Contract Savings

Starting Year 2023

Rental Amount 2023 $ 179,350.00

	Year to Year Contract Amount	Discount Rate For Extended Agreement	Savings Per Year	Cumulative Savings
Season 1 `	$ 179,350.00	$ 179,350.00		
Season 2	$ 190,797.87	$ 184,896.91	$ 5,900.97	**$ 5,900.97**
Season 3	$ 198,747.78	$ 188,670.31	$ 10,077.47	**$ 15,978.44**
Season 4	$ 207,028.94	$ 192,520.73	$ 14,508.21	**$ 30,486.65**
Season 5	$ 215,655.15	$ 196,449.72	$ 19,205.42	**$ 49,692.07**

Extended Agreements Help Beat Inflation Risks



RENTAL AGREEMENT
Exhibit D

Insurance

Insurance Company Rental Protection Program

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

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

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

RENTAL AGREEMENT
Exhibit E

Insurance Provisions

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

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

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

iii. Automobile Liability Coverage. If Rental Company will use an automobile in connection with this Agreement, Rental Company will maintain automobile liability coverage under ISO Form Number CA 0001 covering any auto (Code 1), or if Rental Company has no owned autos, Code 8 (hired) and 9 (non-owned),with a limit no less than ONE MILLION AND NO/100 DOLLARS ($1,000,000) per accident for bodily injury and property damage. The Renter will not be listed as an additional insured on the Renter Companies automobile coverage, the operation of the vendor-owned and controlled vehicles will be limited to public streets.

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

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

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

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

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

i. Renter and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Rental Company including materials, parts, or equipment furnished in connection with such work or operations; products used by Rental Company; or automobiles owned, leased, hired or borrowed by Rental Company. General liability coverage can be provided in the form of an endorsement to Rental Company's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38 ***and*** CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to Renter and its officers, officials, employees or volunteers.

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

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

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

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

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

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RENTAL AGREEMENT
Exhibit F

MAGIC ICE USA

On the cutting edge...

Custom

Magic Ice USA, Inc. is dedicated to

Ice Rinks

providing the best temporary ice skating rink

& Ice Slides

construction, service, and equipment.

City of Hanford, CA

Premiere ice rinks

877.374.7465

Corporate Office
Byron Sharp, President

PO Box 163839
Miami, FL 33116
Byron@magiciceusa.com
305.255.4144 Main

South East Office
Brad Holland, Vice President

1350 Sheeler Ave Building #9
Apopka, FL 32703
brad@magiciceusa.com
321-299-3279 mobile

West Coast Office
Dave Fies, Vice President—Sales

1405 Lake Chabot Rd
San Leandro, CA 94577
dfies@magiciceusa.com
510.701.8168 mobile

Warehouse
Tim Hann, Operations Manager

1350 Sheeler Ave Building #9
Apopka, FL 32703
tim@magiciceusa.com
407.4921306 mobile

MAGICICEUSA.COM

EVERYTHING-ICE.COM

Ice Rink Services

- Seasonal Rinks
- Ice Slides
- Bumper Cars
- Rink Management
- Rink Sales
- Equipment
- Installations
- Repairs
- Ice Painting
- Design
- Consulting

City of Hanford, CA

Introduction

Thank you for the opportunity of providing your organization with a proposal for your consideration.

Magic Ice USA, Inc. As a supplier of high quality ice rink products in the United States and abroad for over 20 years, we can provide your event with the service and equipment that a project such as yours requires. Our constant pursuit of excellence and consistent delivery of high profile projects have continued to set us apart from other ice rink providers.

Magic Ice USA, Inc. is dedicated to providing the best temporary ice skating rink construction, service, and equipment. The entire Magic ice staff is designed around a “Team” concept, from start to finish, our staff is knowledgeable in every facet of ice rink design, installation, programming and management.

Magic Ice USA, Inc. has worked with the biggest names in the sports & entertainment industry, delivering time and time again proven ice events and a lifetime of memorable experiences. You can find Magic Ice rink locations all over the United States as well as South America and the Caribbean Islands. Our project list includes attractions such as:

NHL’s Pittsburgh Penguins
Universal Studios Florida
Paramount Theme Parks
Dick’s Sporting Goods
NASCAR Hall of Fame
Disney
Gaylord Resorts

Project Summary

Customer is soliciting bids for a temporary ice skating rink for a timeframe somewhere around the November 17, 2023 to January 07, 2024 timeframe. Customer has indicated that they are interested in an 60’ x 100’ (6,000 sq ft) skating surface. This ice rink will be designed for temporary seasonal use and as such, all products and design features must allow for an efficient installation & removal process.

Consider this a “first draft” quote, as we presently understand the site and your ideas. With a general decision to proceed with this concept, we would review the logistics, determine exactly who-does-what, and discuss basic points of a contract.

Thank you for the opportunity to provide you with a proposal. Please do not hesitate to contact us if you have any questions or need clarification, or to obtain a list of our references.

Review our equipment, other projects and professional capabilities at www.magiciceusa.com

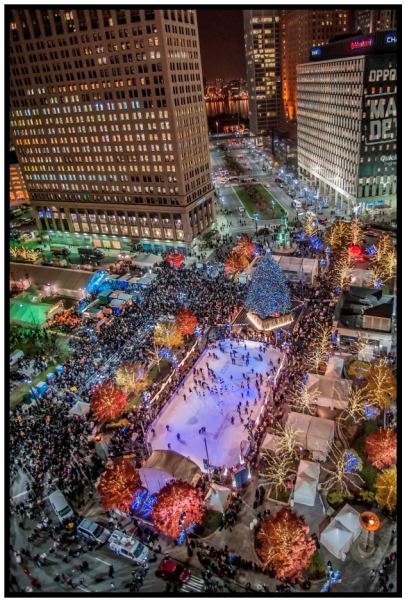
Sincerely,

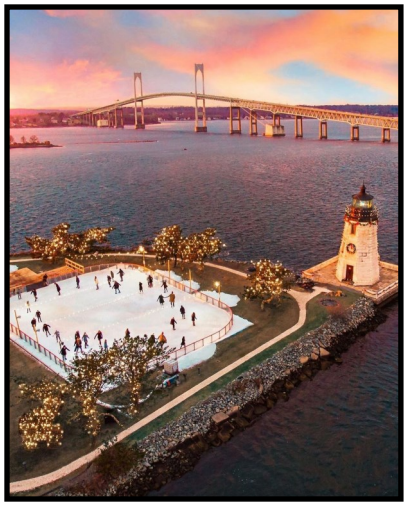
Dave Fies; Vice President of Sales
Magic Ice USA, Inc.

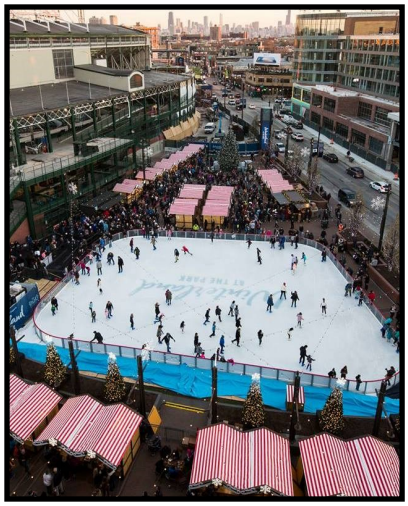
60’ x 100’ Ice Rink

Includes the following:

- Pre-event and on-going professional support
- Project Manager assigned to the event
- A high-flow, Ice Mat piping grid (60’x 100’)
- 200-Ton portable, air-cooled chiller
- All necessary pumps and hoses for refrigeration
- Glycol secondary coolant charge
- Insulation and vapor barriers as required
- EPS Foam Board insulation (if necessary)
- Modular clear dasher boards with hand rail system
- Brilliant white, painted ice surface
- Rental hockey skates in racks (400 pair)
- Skate Sharpener
- Zamboni Ice Resurfacing machine
- All necessary ice maintenance tools
- Rubber flooring for skate change area (1000 sq ft)
- Supervisor for rink setup and removal
- Travel Expenses/PerDiem for Supervisor
- All tools and equipment for setup and removal
- Refrigeration techs on 24 hour call during event
- Transportation and freight to and from ice rink site.
- Commercial liability insurance; worker’s compensation insurance, with client as additional-insured party.
- Liability-Limitation package (Including-standard text for liability waivers, text for various signing, text for P.A. safety announcements.
- Professional support services for Rink Manager and rink operations.







Provided By Others/Not Included

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

- A laser leveled area for the ice rink, via sandbox or platform
- Power for refrigeration: 480 volt / 400 amp / 3phase, or transformable equivalent, located within 100’ of the chiller(s), and electrician for final hookup.
- Wood frame covering and trim boards over header manifold
- Access ramps (skaters and ice resurfacer entrance)
- Access to 110-volt power for tolls, etc.
- Provide lighting for after work hours
- Access to the site suitable for use by tractor and trailer in order to install and remove equipment.
- Labor to assist Supervisor with installation and removal
- Sound system/PA (if necessary)
- Lighting (if desired)
- Trash receptacles, trash removal and disposal
- Public restrooms for skaters and guests
- Tent or cover over the ice rink (if desired)
- Ticket and skate booth (if desired)
- Decorations or other aesthetic improvements
- Crane rental to remove refrigeration unit (If necessary)
- General security presence, 24-hours each day
- All appropriate signage
- Any local permits and licenses required
- Safety equipment to include traffic cones and barricades as needed
- Day-to-day professional management and operating personnel.
- All marketing, P.R., Social Media, graphics, website, etc

Optional Equipment and Services

- Public Address/Sound System: $5,000.00
- DJ Lighting Package: $5,000.00
- Skate Buddies: $300 Each
- Benches (Set of three) $500 Each

Cost

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

$179,350 USD - Year One
$184,896 USD - Year Two
$188,670 USD - Year Three

Terms

We request that payment is made in three installments:

1. Before June 1, 2023 - 25%
2. Due by August 1, 2023 - 25%
3. Due by October 1, 2023 - 25%
4. When Ice is skate ready - 25%

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

Extended Contract Savings

Starting Year 2023
Rental Amount 2023 $ 179,350.00

	Year to Year Contract Amount	Discount Rate For Extended Agreement	Savings Per Year	Cumulative Savings
Season 1 `	$ 179,350.00	$ 179,350.00		
Season 2	$ 190,797.87	$ 184,896.91	$ 5,900.97	**$ 5,900.97**
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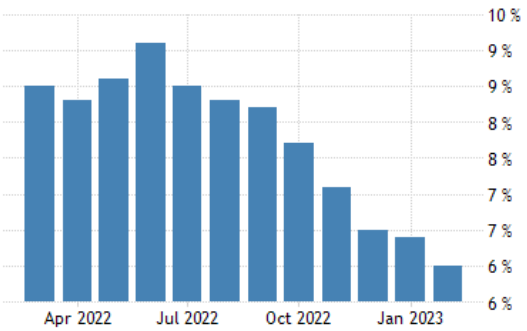
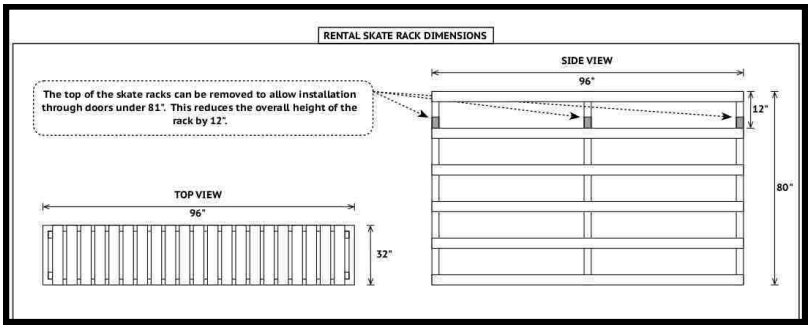


Hanford, CA

Rink Size:	**60’ x 100’ 6,000 sq.ft**
Operational:	November 17, 2023 - January 7, 2024 (Tentative Dates)
Rink Type:	Temporary, Outdoor
Ice Mat Type:	Ultra Tough, 5/8” Clear Poly Pipe, Copper or Brass U-Bends
Header Type:	6”Schedule 80 PVC (Header Length on the 60’ side) 6” Victaulic Fittings
Coolant Charge:	Ethylene Glycol
Foundation:	Sandbox
Vapor Barrier:	Plastic 6mil
Resurfacer:	Zamboni Ice Resurfacer
Chiller:	230 ton, Air-Cooled
Power Supply:	400 AMP Breaker 480VAC/ 3 phase
Number of Skaters: **Rental Skates** **Rental Racks:**	240 per session 400 pairs Pre-Fabricated
Rubber Flooring:	1000 sq. ft. - 6’x4’x1/2”
Skate Sharpener:	Included—Skates will come sharpened ready to skate.
Rink Finish:	**Recommend:** Brilliant White**–** Painted Ice Surface
Rental Racks:	**Custom wood built:** Space Flexibility, low cost and easy to add on. 80”H x 96”L x 32”W



PROJECT HIGHTLIGHTS

Magic Ice Project Highlight

Customer:	Highwoods Properties
Rink:	The Rink at PPG Place
Location:	Pittsburgh, PA
Type:	Ice Mat, Temporary, Seasonal Use
Size:	112’ x 112’ (12,544 sq.ft)
Const. Time:	3 weeks
Chiller:	300-ton, Air-Cooled

Magic Ice Project Highlight

Customer:	Detroit 300 Conservancy
Rink:	The Rink at Campus Martis Park
Location:	Detroit, MI
Type:	Ice Mat, Temporary, Seasonal Use
Size:	60’ x 125’ (7,500 sq.ft)
Const. Time:	3 weeks
Chiller:	200-ton, Custom Air-Cooled

Magic Ice Project Highlight

Customer:	The City of Philadelphia
Rink:	Winter at Dilworth Park
Location:	Philadelphia, PA
Type:	Ice Mat, Temporary, Seasonal Use
Size:	160 x 120’ (7,200 sq.ft)
Const. Time:	6 Days
Chiller:	200-ton, Air-Cooled

Magic Ice Project Highlight

Customer:	RMSC
Rink:	The Ice Rink at SteelStacks
Location:	Bethlehem, PA
Type:	Ice Mat, Temporary, Seasonal Use
Size:	50’ x 80’ (4,000 sq.ft)
Const. Time:	6 Days
Chiller:	200-ton, Air-Cooled

MAGIC ICE PHOTO GALLERY - Equipment

Railing/Dasherboard Examples - Clear

Railing/Dasherboard Examples– Standard

Zamboni Ice resurfacer

Chiller System

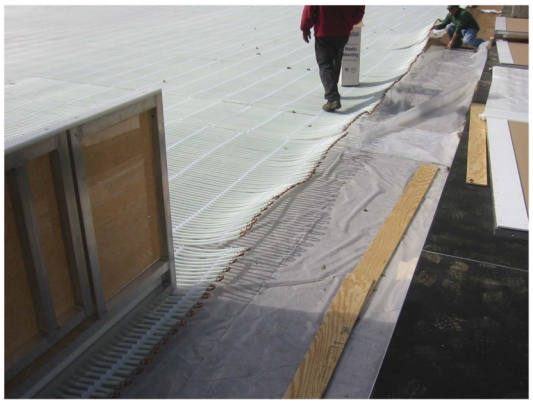
Hockey Rental Skates

Wissota Portable Skate Sharpener

PORTA-ICE

Call 1-(888)-543-0921
info@everything-ice.com

20 Proven Years of Performance



We put the "Porta" in portable

Porta-Ice begins with special polymer tubing with a 5/8" outside and 1/2" inside diameter. This large interior diameter eliminates tube clogging. The polymer is chemically formulated to withstand temperatures down to -107F.

Mats are manufactured in 4' wide sections, complete with 4' long main pipe headers attached. Both ends of the headers are grooved in our shop and lined up next to eachother in the field, allowing fast connections with two-bolt groove couplings.

A high-velocity secondary fluid equalizes temperature across the entire surface, whether Olympic or postage-stamp size. Feed and return pipes alternate the flow keeping uniform ice temperatures at both ends of the rink.

Your community or group would like to have a recreational ice surface, but you can't afford a permanent rink?

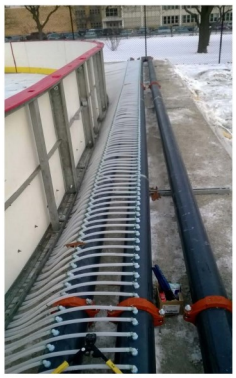
Porta-Ice is the answer. Whether you want a seasonal rink, a toboggan/sled run, a temporarily- iced parking lot or tennis court, an ice show floor, or virtually any other ice need, you can rely on Porta-Ice for easy installation, versatility, an excellent ice surface, and economical operation. Like many items in this catalog, it was developed in response to our customers' needs. Porta- Ice can create a new or expended ice surface...or it can be used to replace faulty piping in an existing rink.

You can install the entire system in a single day, using minimal labor. In some applications, no sand is required. It can be adapted to any size or shape of ice surface. It's inexpensive to operate, using only a small circulation pump. And the polymer used in the piping is designed to last 40 years.

Porta-Ice Advantages:

- Can install without sand.
- Superb heat transfer.
- Clog-free tubing.
- Non-corrosive.
- Indestructible spacers.
- Economical operation with small pump.
- Polymer piping has 40-year design life.
- We design to your specifications.
- A completely portable Ice system
- Equalized ice temperatures.

• Affordable way to replace failing rink pipes.



Everything Ice - Your Single Source Supplier

AGENDA
STAFF REPORT

MEETING DATE: 8/15/2023	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Approval of a Grant of Easement to Southern California Edison for the purpose of installing utilities to a telecommunications site and Authorization for the City Manager to execute and the City Clerk to attest and file said deeds with the Kings County Recorder's Office; and Approval of an Access and Utility Agreement with T-Mobile West LLC, a Delaware limited liability company for the right to construct, operate, maintain, repair, and replace utility infrastructure within the easement.

RECOMMENDATION:

That the City Council, by motion:

1. Accept the attached Grant of Easement to Southern California Edison and authorize the City Manager to execute and the City Clerk to attest and file said deeds with the Kings County Recorder's Office; and
2. Accept the attached Access and Utility Agreement with T-Mobile West LLC, a Delaware limited liability company for the right to construct, operate, maintain, repair, and replace utility infrastructure within the easement.

BACKGROUND:

The Whitney Basin (Basin 37) is a city owned and maintained storm basin (APN 014-201-008). T-Mobile West LLC/ Southern California Edison is requesting a Grant of Easement to install underground electrical conduit to power a telecommunication antenna facility on an adjacent property (APN 014-201-010).

FISCAL IMPACT:

There will be no impact on the budget as a result of approval of the Access and Utility Agreement.

ATTACHMENTS:

1. SCE Grant of Easement and Legal Description
2. Access and Utility Easement Agreement

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON

An *EDISON INTERNATIONAL* Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX $ NONE VALUE AND CONSIDERATION LESS THAN $100.00) SIG. OF DECLARANT OR AGENT DETERMINING TAX — SCE Company FIRM NAME	DISTRICT San Joaquin Valley	SERVICE ORDER TD1799913	SERIAL NO.	MAP SIZE
	FIM 81-47C-5 APN 014-201-008	APPROVED: VEGETATION & LAND MANAGEMENT	BY SLS/CG	DATE 11/14/22

CITY OF HANFORD, a municipal corporation (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Kings, State of California, described as follows:

TWO STRIPS OF LAND LYING WITHIN THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 22 EAST, MOUNT DIABLO MERIDIAN, SAID PORTION IS MORE PARTICULARLY DESCRIBED IN THE DEED TO THE GRANTOR HEREIN, RECORDED SEPTEMBER 29, 1998 AS INSTRUMENT NO. 9820870, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, HEREINAFTER REFERRED TO AS "LAND", DESCRIBED AS FOLLOWS:

OVERHEAD SYSTEMS ONLY:

STRIP #1

THE NORTHERLY 7.00 FEET OF THE EASTERLY 10.00 FEET OF THE WESTERLY 51.00 FEET OF SAID "LAND".

UNDERGROUND SYSTEMS ONLY:

STRIP #2

THE NORTHERLY 5.00 FEET OF THE WESTERLY 46.00 FEET OF SAID "LAND".

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared by Spectrum Land Services pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF HANFORD,
a municipal corporation

_____
Signature

_____
Print Name

_____
Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally

appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this _____ day of _____, 20____.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

_____
Signature

_____
Print Name

_____
Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

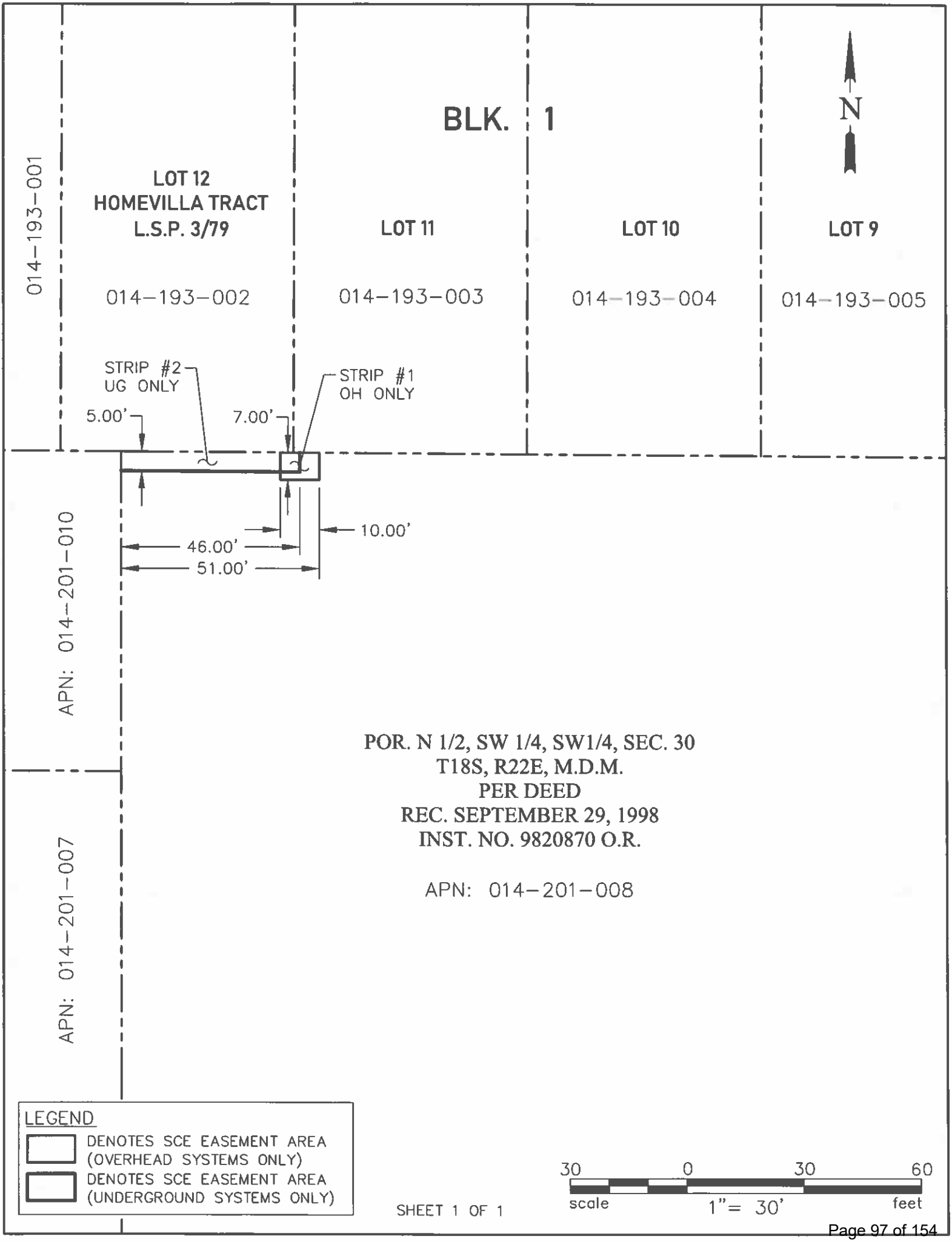
On _____ before me, _____, a Notary Public, personally

appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)


BLK. 1
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014-193-001
LOT 12
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L.S.P. 3/79
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LOT 9
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STRIP #2
UG ONLY
STRIP #1
OH ONLY
5.00'
7.00'
10.00'
46.00'
51.00'
APN: 014-201-010
APN: 014-201-007
POR. N 1/2, SW 1/4, SW1/4, SEC. 30
T18S, R22E, M.D.M.
PER DEED
REC. SEPTEMBER 29, 1998
INST. NO. 9820870 O.R.
APN: 014-201-008
LEGEND
DENOTES SCE EASEMENT AREA (OVERHEAD SYSTEMS ONLY)
DENOTES SCE EASEMENT AREA (UNDERGROUND SYSTEMS ONLY)
30 0 30 60
scale 1"= 30' feet

SHEET 1 OF 1

DocuSign Envelope ID: 96C9901E-0188-4999-8584-E2151282DB70

ACCESS AND UTILITY EASEMENT AGREEMENT

FOR CONSIDERATION OF One Dollar ($1.00) and other valuable consideration described herein, the receipt of which is hereby acknowledged, the City of Hanford, a municipal corporation ("Grantor") grants, conveys and warrants to T-Mobile West LLC, a Delaware limited liability company, its successors and assigns ("Grantee"), for the purposes set forth herein, the non-exclusive easement rights ("Easement") described in the attached Exhibit "A," which is incorporated by this reference. Exhibit "A" is attached hereto merely for the purpose of describing the location of the Easement area and the infrastructure to be installed; the substantive provisions of Exhibit "A" shall not be binding on the parties hereto.

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair and replace needed utilities for the operation of a telecommunications Antenna Facilities together with all necessary or convenient appurtenances as described in the attached Exhibit "A" on Grantor's property ("Property") that is described in the attached Exhibit "A."

2. **Access.** Aside from emergency maintenance, described as imminent threat to persons or property, Grantee and SCE shall provide Grantor with at least seventy-two (72) hours' prior written notice of any planned entry upon the Easement Area so as to not conflict with Grantor operations. Grantee shall not unreasonably interfere with Grantor's use of the Property, and Grantee will promptly restore the Property if it damages or disturbs the Property as a result of the exercise of its rights hereunder.

3. **Obstructions.** Grantee may from time to time remove trees, bushes or other obstructions within the Easement to the extent reasonably necessary to carry out the purposes set forth herein provided that the consent for any material landscaping changes or removal will be obtained from Grantor, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the preceding sentence, Grantee shall not alter the Property in a manner that affects its use as a public storm drainage basin.

4. **Grantor's Use of Easement.** Grantor reserves the right to use the Easement for any purpose not inconsistent with the rights herein granted to Grantee. Grantor currently utilizes the Property for public storm drainage purposes and may take any action necessary to continue such operations. Grantor shall not construct or maintain any building or other structure unrelated to Grantor's storm drainage operations that would unreasonably interfere with the exercise of the rights herein granted. Grantor shall not dig, tunnel, or undertake any other form of construction activity on the Property which would disturb Grantee's rights; provided however, such limitations shall not apply to any actions necessary for Grantor's storm drainage operations. Grantee's rights hereunder shall be secondary and subservient to Grantor's current and future storm drainage operations at the Property. Grantee shall bury all utility infrastructure a minimum of five (5) feet below finished grade. In the event of settling or other damage to the SCE trench and/or associated damage to the surrounding areas of the Property adjacent to SCE's trench

due to settlement or other damage, SCE or Grantee shall address such conditions within twenty-four (24) hours of Grantor's notification of Grantee.

5. **Compliance with the Law.** In exercising its rights hereunder, Grantee shall, at its own expense, comply with any and all applicable federal, state, and local laws, ordinances, rules, regulations, and orders whatsoever, present or future.

6. **Termination of Easement Rights**.

   a. Grantee may terminate this Agreement by providing written notice to Grantor.

   b. This Agreement shall automatically terminate if Grantee ceases to utilize the utility infrastructure and equipment located within the Easement for a period of thirty (30) consecutive calendar days. Grantee shall promptly provide written notice to Grantor upon its cessation of use of the utility infrastructure and equipment.

   c. Grantor may terminate this Agreement if Grantee breaches any terms contained herein. Upon such breach, Grantor shall submit written notice to Grantee identifying the nature of the breach, and Grantee shall have thirty (30) calendar days from its receipt of Grantor's written notice to cure the breach. Grantor may terminate this Agreement if Grantee fails to cure the breach by the end of the thirty (30) calendar day cure period.

   d. Upon termination of this Agreement, Grantee shall, within thirty (30) calendar days of the termination date and at its sole expense, remove its utility infrastructure and equipment from the Easement and restore the Easement to the condition that existed immediately prior to the removal work, reasonable wear and tear excepted. Should Grantee fail to satisfy the removal and restoration requirements, Grantor may, but shall not be required to, undertake the removal and restoration work. In such case, Grantor will invoice Grantee for the reasonable costs incurred by Grantor; payment to Grantor shall be due within thirty (30) calendar days of the date of Grantor's written invoice, and any amount not paid prior to delinquency will accrue interest at the rate of ten percent (10%) per annum.

7. **Indemnity and Release.**

   a. Grantee shall indemnify, defend, and hold Grantor and its elected and appointed officials, officers, employees, and agents harmless from and against any and all liabilities, losses, damages, costs, expenses, any and all reasonable attorney's fees and expenses of Grantor, causes of action, suits, claims, demands, and judgments of any nature whatsoever relating to or arising from: (i) any work or thing done during the term of this Agreement in, on, or about the Easement area or any part thereof by Grantee or its contractors, employees, or licensees; (ii) injury to or the death of persons or damage to property

during the term of this Agreement arising out of or connected with the use, nonuse, condition, possession, operation, maintenance, management, or occupation of the Easement area by Grantee or any of its contractors, employees, or licensees occurring hereunder; (iii) any negligence or intentional misconduct on the part of Grantee or any of its contractors, employees, or licensees occurring hereunder; and (iv) violation by Grantee or any of its contractors, employees, or licensees of any covenant or restriction or any governmental restriction, statute, law, rule, ordinance, or regulation occurring hereunder. The provisions of this section shall survive the termination of this Agreement. Grantee's duty to indemnify, defend, and hold harmless shall not, however, apply to the negligence or intentional misconduct of Grantor or Grantor's officers, officials, employees, agents, or contractors.

b. Grantee acknowledges that the Property is utilized by Grantor as a public storm drainage basin and hereby releases Grantor from any liability associated with damage to Grantee's personal property that may be caused by Grantor's operation of a storm drainage facilities at the Property.

8. **Environmental Laws.** With respect of release provisions contained herein, each party agrees to indemnify, defend, and hold the other harmless from and against any and all claims and liability that the indemnitee may suffer due to the existence of any Hazardous Substance as defined in any applicable federal, state or local law or regulation, on the Property or released from the Property into the environment, that relate to or arise from the indemnitor during or prior to the commencement of this Agreement.

9. **Taxes and Liens**.

   a. Grantee shall pay and discharge, prior to delinquency, all taxes and assessments levied against any personal property put or placed by Grantee on or within the Easement area and not allow any liens or encumbrances to be placed or remain against its property at the Property or against the Property insofar as such liens or encumbrances may be asserted by reason of Grantee's acts, occupation, or use of the Easement Area. Payment of all such taxes and assessments shall be the sole responsibility of Grantee.

   b. Grantee shall keep the Property and all improvements thereon free from all liens and claims of mechanics, laborers, materialmen, and others for work done and materials furnished to Grantee, and Grantee shall not create or suffer to be created any lien or encumbrance on the Property.

10. **Reimbursement of Grantor's Costs.** As partial consideration for the rights granted hereunder, Grantee shall pay Grantor a one-time fee of One Thousand, Seven Hundred Ten Dollars ($1,710.00) as reimbursement for costs incurred by Grantor to review this Agreement. Payment shall be due

upon the Grantee's execution of this Agreement and shall be a condition of Grantor's execution of this Agreement.

11. **Title, Successors and Assigns.** Grantor covenants and warrants to Grantee that Grantor has full right, power and authority to execute this Easement. This Easement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns. Should Grantee assign its rights hereunder to a third party: (i) the assignee shall acknowledge in writing that it shall be bound by the terms and conditions contained herein; and (ii) Grantee shall, as a condition of such assignment, guarantee the assignee's performance hereunder.

12. **Insurance.** Grantee will satisfy and will cause to be satisfied the insurance requirements set forth in the attached Exhibit "B," which are requirements mandated by Grantor's insurer. Exhibit "B" is incorporated herein by reference.

13. **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three (3) business days after being mailed by certified mail with return receipt requested, charges and postage prepaid, properly addressed to the party to receive such notice at the last address furnished for such purposes by the party to whom notice is directed and addresses as follows:

If to Grantor:	If to Grantee:
City Engineer CITY OF HANFORD 900 S. Douty Hanford, CA 93230	T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 90086 Attn: Lease Compliance / SC10417A

14. **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 attorneys' fees, costs, and necessary disbursements in addition to any other reasonable relief to which they may be entitled. With respect to any suit, action, or proceeding arising out of or related to this Agreement, the parties hereby submit to the jurisdiction and venue of the Superior Court for the County of Kings, State of California.

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

16. **Governing Law.** This Lease shall be construed and governed pursuant to the laws of the State of California

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the following day and year.

Dated this _____ day of _____, 2023.

Grantor: City of Hanford, a municipal corporation	Grantee: T-Mobile West LLC, a Delaware limited lability company
By:	By: DocuSigned by: Cia Parker
Name:	Name: Cia Parker
Title:	Title: Director, Engineering & Operations
Date:	Date: 7/6/2023

DS SG DS DP

Exhibit A

DocuSign Envelope ID: 96C9901E-018B-4999-8584-E2151282DB70

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No
GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX $ NONE VALUE AND CONSIDERATION LESS THAN $100.00) SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	DISTRICT San Joaquin Valley	SERVICE ORDER TD1799913	SPEC. NO	WO NO
	TYP 81-47C-5 APN 014-201-008	APPROVED VEGETATION & LAND MANAGEMENT	BY SLS CG	DATE 11/14/22

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TWO STRIPS OF LAND LYING WITHIN THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 22 EAST, MOUNT DIABLO MERIDIAN, SAID PORTION IS MORE PARTICULARLY DESCRIBED IN THE DEED TO THE GRANTOR HEREIN, RECORDED SEPTEMBER 29, 1998 AS INSTRUMENT NO. 9820870, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, HEREINAFTER REFERRED TO AS "LAND", DESCRIBED AS FOLLOWS:

OVERHEAD SYSTEMS ONLY:

STRIP #1

THE NORTHERLY 7.00 FEET OF THE EASTERLY 10.00 FEET OF THE WESTERLY 51.00 FEET OF SAID "LAND".

UNDERGROUND SYSTEMS ONLY:

STRIP #2

THE NORTHERLY 5.00 FEET OF THE WESTERLY 46.00 FEET OF SAID "LAND".

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared by Spectrum Land Services pursuant to Sec. 8730(c) of the Business & Professions Code.

DocuSign Envelope ID: 96C9901E-018B-4999-8584-E2151282DB70

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF HANFORD,
a municipal corporation

_____
Signature

_____
Print Name

_____
Title

DocuSign Envelope ID: 96C9901E-018B-4999-8584-E2151282DB70

EXHIBIT "B"

1. **Insurance.**

a. Grantee, Grantee's contractors, and all other parties that Grantee allows to enter and/or alter the Property pursuant to this Agreement will, during the term of this Agreement, maintain insurance coverage which shall be at least as broad as:

i. 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 and FOUR MILLION ($4,000,000) aggregate. Alternatively, Grantee may satisfy the required limits by any combination of primary commercial general liability, umbrella and/or excess liability insurance policy.

ii. Commercial Automobile Liability: ISO Form Number CA 00 01 or carrier equivalent covering any auto (Code 1), or if Grantee 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.

iii. 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.

b. Deductible amounts are reasonable for the telecommunications industry and shall be the sole responsibility of Grantee.

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

i. Grantor and its officers, officials, employees, and agents are to be included as additional insured on the CGL and automobile liability policies. General liability coverage can be provided in the form of an endorsement to Grantee's insurance, through the addition of both CG 20 10 and CG 20 37 or carrier equivalent forms. Blanket additional insured endorsement shall be accepted. The coverage shall contain no special limitations on the scope of protection afforded to Grantor and its officers, officials, employees, or agents.

ii. For any claims related to this Agreement, insurance coverage maintained hereunder shall be the primary insurance as to Grantor and its officers, officials, employees, and agents. Any insurance or self-insurance maintained by Grantor and/or its officers, officials, employees, or agents shall be in excess of insurance maintained hereunder and shall be non-contributory.

iii. Each insurance policy required above shall provide that coverage shall not be canceled or modified except with prior written notice to Grantor.

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

e. Grantee shall furnish Grantor 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 Grantor before Grantee, Grantee contractors, and Grantee's licensee enter the Property. However, failure to obtain the required documents prior to entry of the Property shall not waive Grantee's obligations hereunder. In the event a claim gives rise to a coverage dispute Grantor reserves the right to require complete, certified copies of all applicable insurance policies giving rise to such dispute, including endorsements required hereunder.

f. Grantee hereby grants to Grantor and its officers, officials, employees, and agents a waiver of any right to subrogation which any insurer of Grantee may acquire against Grantor and/or its officers, officials, employees, and agents by virtue of the payment of any loss under such insurance. Grantee agrees to obtain and cause its contractors and licensees to obtain endorsements necessary to affect this waiver of subrogation, but this provision applies regardless of whether Grantor receives a waiver of subrogation endorsement from the insurer.

AGENDA
STAFF REPORT

MEETING DATE: 8/15/2023	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Approval of an amended contract between the City of Hanford and the Hanford Joint Union High School School District, in the amount of $98,000 for each of the four School Resource officers, for a total contract amount of $392,000 annually.

Recommendation: That the Council, by motion, approve the contract for $392,000 annually between the City of Hanford and Hanford Joint Union High School District, to increase the cost of per School Resource Officer paid by HJUHS to $98,000.
Recommended Motion: I move to approve the contract between the City of Hanford and Hanford Joint Union High School District for $392,000 annually, to increase the cost per School Resource Officer paid by HJUHS to $98,000 annually.
Background:

The Hanford Joint Union High School District currently contracts with the Hanford Police Department for four School Resource Officers (SRO). HJUHSD currently pays the City of Hanford $92,000 annually for the services of each SRO. The Hanford Police Department wishes to increase the contract amount to $98,000 annually to be paid to the City by HJUHS.

In the past, HJUHS has not paid an additional amount for summer school coverage. The new contract would include charges of $498 per day, per officer, for summer school coverage, should the district request these services.

These changes to the school contract were reviewed with Council during the Study Session on June 6, 2023 and Council directed staff to work towards future contracts that captured the true cost of providing the services to the various districts.

A copy of the proposed contract has been attached. This contract has previously been reviewed and approved by the city attorney. The HJUHS currently contracts with the City of Hanford for four officers for a total of $392,000.

Fiscal Impact:
This will bring to the City $392,000 annually for this contract, resulting in a minimum of $24,000 in salary and benefit cost offset for the City of Hanford. Additional salary cost offsets would occur should the school district request services during summer school.

ATTACHMENTS:

1. SRO Contract HJUHSD 2023-24

HANFORD JOINT UNION HIGH SCHOOL DISTRICT
SCHOOL RESOURCE OFFICER PROGRAM
STARTING
FISCAL YEAR 2023-2024

This Agreement is made by and between the Hanford Joint Union High School District ("District") and the Hanford Police Department, ("Department,") and replaces all prior agreements and understandings between the District and the Department on the subject of school resource officers ("SRO") as is dated for reference purposes as of Fiscal year 2023-2024.

Recitals

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

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

C. The District and Department desire to promote positive relationships between the school, police, and the community.

The District and Department agree as follows:

1. **Term of Agreement.** This Agreement shall be effective upon ratification by the District's Superintendent and approval by the Hanford City Manager, and shall remain in effect until modified by mutual written agreement or terminated by either party with thirty (30) days advance written notice.

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

    2.1. SRO will provide law enforcement expertise to assist the school staff in maintaining safety at school sites.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Student Records.**

    9.1. The parties agree that the SRO shall be deemed to be a "school official" for the performance on SRO's duties on behalf of District. The SRO shall therefore be allowed access to student records but the District is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by District policy, classroom assignments, attendance records, and discipline files. However, the SRO

may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

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

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

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

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

11. **Costs.** In exchange for the provision of SRO services, the District shall pay the Department $98,000.00 annually. SRO services during summer school may be provided to the district at a cost of $498.00 per day for the duration of the summer school session. Contracted days for summer school must be consecutive days.

Overtime expenditures for school related events will be paid for by the Hanford Police Department. Contract extensions and inflation increases to the flat rate will be discussed annually in May.

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

13. **Nondiscrimination.** SROs shall not discriminate against or treat any person differently on the basis race, color, ancestry, nationality, national origin,

immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

The Superintendent or designee shall periodically report to the Board disaggregated data on student interactions with SROs to evaluate the appropriateness of such interactions and ensure compliance with nondiscrimination policies and practices. Such reports may include the number of arrests and referrals for prosecution, the number of reports provided to the school or district regarding student misconduct, or other actions taken by SROs with respect to individual students or others on campus.

As necessary, the Superintendent or designee shall develop and implement practices to prevent disproportionality of student interactions with SROs based on student characteristics and to minimize the potential for referrals of students into the juvenile justice system.

14. **Indemnification.**

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

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

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

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

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

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

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

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

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

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

Hanford Joint Union High School District

By: _____ Date: _____
Victor Rosa
Superintendent

Hanford Police Department

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

City of Hanford

By: _____ Date: _____
Mario Cifuentez, City Manager

AGENDA
STAFF REPORT

MEETING DATE: 8/15/2023	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Approval of an amended contract between the City of Hanford and Kings County Office of Education School Resourse Officer services, for an annual contract amount to $98,000 for one officer.

RECOMMENDATION:

That the Council, by motion, approve the contract between the City of Hanford and the Kings County Office of Education (KCOE), to increase the cost of the School Resource Officer paid by KCOE.

BACKGROUND:

The Kings County Office of Education (KCOE) currently contracts with the Hanford Police Department for a School Resource Officer (SRO). KCOE currently pays the City of Hanford $92,000 annually for the services of the SRO. The Hanford Police Department wishes to increase the contract amount to $98,000 annually to be paid to the City by KCOE.

In the past, KCOE has not paid an additional amount for summer school coverage. The new contract would include charges of $498 per day, per officer, for summer school coverage, should the district request these services.

These changes to the school contract were reviewed during the Study Session on June 6, 2023.

A copy of the proposed contact has been attached. This contract has previously been reviewed and approved by the city attorney.

FISCAL IMPACT:

The fiscal impact of approving this contract results in a minimum of $6,000 in salary savings for the City of Hanford. Additional salary savings would occur should the district request services during summer school.

ATTACHMENTS:

1. SRO Contract KCOE 2023

KINGS COUNTY OFFICE OF EDUCATION
SCHOOL RESOURCE OFFICER PROGRAM
FISCAL YEAR 2023-2024

This Agreement is made by and between the Kings County Office of Education ("District") and the Hanford Police Department, ("Department,") and replaces all prior agreements and understandings between the District and the Department on the subject of school resource officers ("SRO") as is dated for reference purposes as of Fiscal year 2023-2024.

Recitals

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

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

C. The District and Department desire to promote positive relationships between the school, police, and the community.

The District and Department agree as follows:

1. **Term of Agreement.** This Agreement shall be effective upon ratification by the District's Superintendent and approval by the Hanford City Manager, and shall remain in effect until modified by mutual written agreement or terminated by either party with thirty (30) days advance written notice.

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

    2.1. SRO will provide law enforcement expertise to assist the school staff in maintaining safety at school sites.

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

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

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

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

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

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

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

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

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

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

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

4. **Hours of Employment.** The SRO will work full time during the school year, except for annual leave allowances, during the normal school year schedule (180 days).

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

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

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

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

9. **Student Records.**

    9.1. The parties agree that the SRO shall be deemed to be a "school official" for the performance on SRO's duties on behalf of District. The SRO shall therefore be allowed access to student records but the District is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory

information to the extent permitted by District policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

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

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

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

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

11. **Costs.** In exchange for the provision of SRO services, the District shall pay the Department $98,000.00 annually. SRO services during summer school may be provided to the district at a cost of $498.00 per day for the duration of the summer school session. Contracted days for summer school must be consecutive days.

Overtime expenditures for school related events will be paid for by the Hanford Police Department. Contract extensions and inflation increases to the flat rate will be discussed annually in May.

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

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

14. **Indemnification.**

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

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

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

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

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

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

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

18. **Severability.** If any term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected. Each term or provision of

the Agreement shall be valid and enforced as written to the fullest extent permitted by law.

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

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

Kings County Office of Education

By: _____ Date: _____
Todd Barlow
Superintendent

Hanford Police Department

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

City of Hanford

By: _____ Date: _____
Mario Cifuentez, City Manager

AGENDA
STAFF REPORT

MEETING DATE: 8/15/2023	**AGENDA SECTION:** GENERAL BUSINESS

SUBJECT:
Authorization to add two (2) new Police Officer positions and one (1) new patrol vehicle from existing and 2023/2024 funding from the Citizens Options' for Public Safety (COPS) Fund and Appropriation of $317,800 in the fiscal year 2023/2024 budget to cover the expenses.

RECOMMENDATION:

Recommendation: Appropriate $317,800 in fiscal year 2023/2024 and authorization to add two new Police Officer positions and one new vehicle from existing and 2023/2024 funding from the Citizens Options' for Public Safety (COPS) Fund.

Recommended Motion: I move to appropriate $317,800 in fiscal year 2023/2024 and authorization to add two new Police Officer positions and one new vehicle from existing and 2023/2024 funding from the Citizens Options' for Public Safety (COPS) Fund.

BACKGROUND:

The Police Department currently has 63 sworn positions. The Department over the past several years has dealt with an increase in calls for service, an increase in city residents and an increased geographic service area. Working in partnership with the Finance Department, staff was able to identify Supplemental Law Enforcement Services Fund Subaccount Citizens Option for Public Safety (COPS). These funds are intended to be used to enhance frontline services and should not be used to supplant existing funds.

These funds must be used to benefit law enforcement efforts per State government code section 30061. Under the provisions of the government code, a percentage of funds are allocated to counties and cities based upon population for law enforcement services. The Finance Department has confirmed the City receives approximately $150,000 annually. Additionally, we have been receiving these funds for several years and we currently have an approximate $650,000 fund balance of existing funds.

Per government code, the City Council should appropriate these existing and anticipated monies on an annual basis as recommended by the Chief of Police. These funds can be used to fund two (2) new peace officer positions. To note, these funds have no required match. This authorization would increase the Department's sworn staffing to 65 and is a much needed step forward in providing a higher level of service to our residents.

Additionally, Finance agrees with the proposal to cover the allocation of two (2) full-time officers, and the required equipment and supplies for each of the two officers, including one additional patrol car.

In reviewing how other surrounding agencies utilize the funding, this request is consistent with how other cities use the funding is a prudent way to expand the City's law enforcement services.

The addition of these officers has the potential to have a positive impact on the department's overtime budget. The officers were budgeted at top step so there is the potential for salary savings if the officers are hired below that level; as is the case with most officers that the department hires.

Each year, as required by the government code, staff will bring forth a recommendation to the City Council for authorization to expend this funding and provide updates on the fund's financial status.

FISCAL IMPACT:

The total compensation for each position is approximately $132,000 annually. Both positions require an appropriation of $264,000 plus funding a lease (through existing Enterprise Fleet Management agreement) of one new patrol vehicle ($13,800 annual costs) will require an annual appropriation of $317,800 which includes $40,000 for initial vehicle payment, equipment and supply costs for the two officers. This action would have ZERO impact to the City's General Fund as this recommendation would be fully paid for by the COPS Fund the City maintains separately.

The state funding source identified for this position is $150,000 annually and has been in place for many years. Using the funds in this manner may provide the City up to five years (potentially less) of support for both positions (not factoring potential overtime costs). Over time, the City will only have the funds to support only one full-time position. Staff proposes that in the future City Council consider permanent funding from the General Fund to keep one of the positions after this funding can no longer sustain both positions. The below table shows the impact of paying for two positions and one vehicle (minimum costs) over five years.

FY	Fund Balance	Revenue	Balance	Personell	Vehicle	Balance
24	650,000	150,000	800,000	264,000	13,800	522,000
25	522,000	150,000	672,000	264,000	13,800	394,400
26	394,400	150,000	544,200	264,000	13,800	266,400
27	266,400	150,000	416,400	264,000	13,800	138,600
28	138,000	150,000	288,600	264,000	13,800	10,800

ATTACHMENTS:
None

AGENDA
STAFF REPORT

MEETING DATE: 8/15/2023	**AGENDA SECTION:** GENERAL BUSINESS

SUBJECT:
Approval of the purchase of four (4) 2023 Ford E-Transit-350 Cargo Vans from Future Ford of Clovis (Clovis, CA) for a total price of $266,821.52, to be partially funded by $80,000 in grant funding from the San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD) and adoption of Resolution No. 23-35-R to authorize the City Manager as administrator for the Alternative Fuel New Vehicle Program Grant.

RECOMMENDATION:

Recommended Motion: That the City Council, by motion, authorize the purchase of four (4) 2023 Ford E-Transit-350 Cargo Vans for Future Ford (Clovis, CA) for $266,821.52 and adopt resolution No. 23-36-R authorizing the City Manager as administrator of Public Benefit Alternative Fuel New Vehicle Grant.

BACKGROUND:

The City of Hanford was awarded a grant through the San Joaquin Valley Air Pollution Control District (SJVAPCD) for the purchase of alternative fuel vehicles. The grant was awarded for up to five (5) vehicles with a reimbursement of up to $20,000 per vehicle. The Police Department has utilized one of the $20,000.00 awards toward the purchase of a Police administrative vehicle. Staff is proposing to use the remaining $80,000.00 in grant funding to offset the costs for the purchase of four (4) Ford E-Transit-350 vans.

The vans will be purchased for the Building Safety Division, which plans to use transit vans as mobile offices for the City's building inspectors. This transition will enable inspectors to update job statuses while out on the field, resulting in faster turnaround time for inspection jobs.

Staff contacted local dealerships for pricing and stock availability. Future Ford of Clovis has vehicles in stock and provided a price quote. Keller Ford in Hanford reported that they did not have vehicles in stock and could not provide pricing. Keller Ford informed staff that pricing for the 2024 model would become available in September and the estimated time frame after ordering would be six to twelve months. Gropetti Automotive of Visalia did not respond to the City's request for a price quote.

FISCAL IMPACT:

The cost of each vehicle will be $66,705.38. An additional estimated amount of $10,000.00 per vehicle will be required for outfitting. There is an existing appropriation for this project from the Building Safety Fund of $320,000.00 for the four vehicles, including the outfitting is estimated to cost $308,000. Grant funding in the amount of $20,000 per vehicle would offset a portion of each vehicle cost.

ATTACHMENTS:

1. Capital Improvement Summary FY24
2. Quote - Future Ford of Clovis E-Transit Vans
3. Resolution

CIP Summary by Dept for FY24

Dept	Fund Description	Fund	Org.	Acct #	Project	Project Total	Exp to date (as of 06/22/23)	FY24
Admin	Accumulated Capital Outla	0004	21040000	820634	CITY HALL SECURITY PROJECT	180,000	108,612	71,388
Airport	Airport	300	11102020	New	HANFORD AIRPORT FIXED BASE OPERATIONS (FBO) BLDG ROOF	92,000		92,000
Comm Dev	Building Safety	0340	03401340	New	4 ELECTRIC INSPECTOR VANS	320,000		320,000
Finance	Refuse	0307	20370000	New	UTILITY CUSTOMER PAYMENT KIOSKS (2)	83,000		27,000
Finance	Storm Drain	0359	20620000	New	UTILITY CUSTOMER PAYMENT KIOSKS (2)	83,000		27,000
Finance	WWTP/Sewer	0362	20730000	New	UTILITY CUSTOMER PAYMENT KIOSKS (2)	83,000		27,000
Finance	Water	0390	20810000	New	UTILITY CUSTOMER PAYMENT KIOSKS (2)	83,000		27,000
Fire	Fleet Reserve	0448	20500000	New	FIRE ENGINE PUMPER - REPLACEMENT #161 *AUTHORIZE REALI	1,050,000		1,050,000
Fire	Accumulated Capital Outla	0004	21040000	823601	FIRE STATION 1 CONCRETE REPL	28,603		28,603
Fire	Accumulated Capital Outla	0004	21040000	823648	FIRE STATION 2 SHOWER REPAIR	12,947		12,947
Fire	Fire Impact Fees	0182	21820000	New	FIRE STATION 5 LAND ACQUISITION	232,800		232,800
IT	Computer Replacement R	0414	13140000	New	COMPUTER REPLACEMENTS	105,000		37,000
IT	Information Technology	0415	13150000	New	VEHICLE FOR IT SERVICES	40,000		40,000
Parks	Parks Facility Impact Fees	0180	21800000	823612	CENTENNIAL PARK LIGHTING PROJECT	378,200		378,200
Parks	General Fund	0001	17220000	New	CIVIC PARK RENOVATION PROJECT (CONTINGENT ON GRANT FU	3,000,000		3,000,000
Parks	General Fund	0001	17220000	823649	COMPREHENSIVE ACTV TRANS PLAN-GRANT FUNDED	256,143		256,143
Parks	Accumulated Capital Outla	0004	21040000	823611	EARL F JOHNSON PARK RENO	252,000		252,000
Parks	General Fund	0001	17220000	822649	HEROES PARK - GF GRANT FUNDED	10,367,695	131,968	10,235,727
Parks	Parks Facility Impact Fees	0180	21800000	822649	HEROES PARK - GF GRANT FUNDED	2,231,278		2,231,278
Parks	ARPA	0058	00580000	823647	HIDDEN VALLEY PARK CONCEPTUAL PLAN	75,000	11,332	63,668
Parks	Parks Facility Impact Fees	0180	21800000	823609	PARK DEV OVERSIZING REQUIREMNT	750,000		150,000
Parks	Accumulated Capital Outla	0004	21040000	821611	YAC CONCESSION BLDG RESTORATION	376,197	7,755	368,442
Parks	ARPA	0058	00580000	821611	YAC CONCESSION BLDG RESTORATION	572,000		572,000
PW	12th Ave Sewer Benefit AI	0161	01612161	823628	12TH AVE SEWER TRUNK MAIN OVERSIZING	203,910		203,910
PW	CMAQ	0055	26720000	822645	9TH AVE & LACEY SIGNAL	59,130		59,130
PW	Transportation Impact Fee	0181	21810000	822645	9TH AVE & LACEY SIGNAL	1,000,000		1,000,000
PW	Water	0391	29100000	823636	AMR REPLACEMENT PROGRAM	2,000,000		400,000
PW	ARPA	0058	00580000	823646	ARPA DOWNTOWN STREET AND PEDESTRIAN IMPROVEMENTS	4,416,200	31,042	4,385,158
PW	Refuse	0307	20370000	New	ASPHALT BIN AREA	40,000		40,000
PW	Water	0391	29100000	823651	AUTOMATED METER ZENNER EQ REPAIR	790,260	178,487	611,773
PW	Refuse	0306	20310000	823008	AUTOMATED REFUSE CONTAINERS	450,000		450,000
PW	Refuse	0306	20310000	New	AUTOMATED REFUSE CONTAINERS (96GAL)	450,000		225,000
PW	Storm Drain	0359	20620000	820647	BONNEYVIEW BASIN/SAND SLOUGH BASIN	262,496	15,479	247,017
PW	Facilities	0417	17502102	New	CARNEGIE BUILDING ROOF UNDERLAYMENT REPLACEMENT	46,000		46,000
PW	Storm Drain Impact Fee	0184	21840000	New	CENTENNIAL DRIVE STORM DRAINAGE IMPROVEMENTS SOUTH	24,000		24,000
PW	Refuse	0307	20370000	New	CITY ENCLOSURE REBUILD (6)	150,000		75,000
PW	Accumulated Capital Outla	0004	21040000	823606	CIVIC AUD ACOUSTIC CEILING REPLACMENT	196,190		196,190
PW	Facilities	0417	17502102	New	CIVIC AUD BLINDS REPLACEMENT PROJECT	14,950		14,950
PW	Accumulated Capital Outla	0004	21040000	823607	CIVIC AUD HARDWOOD FLOOR REPLACEMENT	53,460		53,460
PW	Facilities	0417	17502102	823607	CIVIC AUD HARDWOOD FLOOR REPLACEMENT	167,290		167,290
PW	Accumulated Capital Outla	0004	21040000	823603	CIVIC AUD INTERIOR PAINTING	44,470		44,470
PW	Refuse	0306	20310000	823007	COMMERCIAL/RECYCLE/ORG DUMPSTERS	300,000		150,000
PW	Storm Drain	0359	20620000	823620	CURB AND GUTTER INSTALL	143,049	15,844	47,205
PW	Transportation Impact Fee	0181	21810000	822647	DEVELOP LRSP 5091-067	24,214		24,214
PW	Water	0390	20810000	New	FIRE HYDRANTS	28,000		28,000
PW	Refuse	0307	20370000	New	FLEET DIV-DIESEL EXHAUST FLUID (D.E.F.) DISPENSER FOR FUEL	30,000		30,000
PW	WWTP/Sewer	0362	20730000	New	FLEET DIV-DIESEL EXHAUST FLUID (D.E.F.) DISPENSER FOR FUEL	12,000		12,000
PW	Storm Drain	0359	20620000	820646	GATE CROSSING SECURITY/LOCKS	18,450		18,450
PW	Transportation Impact Fee	0181	21810000	823644	GRADE SEP FEASBLTY/GRGVL	333,620		333,620
PW	Transportation Impact Fee	0181	21810000	New	GRANGEVILLE BLVD. - COMPLETE SIDEWALK BETWEEN DOUTY S	81,500		81,500
PW	Storm Drain Impact Fee	0184	21840000	823624	HOUSTON AV PIPELIN/SAND SLOUGH	55,690		55,690
PW	Storm Drain	0359	20620000	823624	HOUSTON AV PIPELIN/SAND SLOUGH	111,390		111,390
PW	RMRA	0045	26660000	823619	LACEY WIDEN/RECON/10TH-SIERRA	2,834,690		1,446,500
PW	CMAQ	0055	26720000	823619	LACEY WIDEN/RECON/10TH-SIERRA	867,200		270,250
PW	Transportation Impact Fee	0181	21810000	823619	LACEY WIDEN/RECON/10TH-SIERRA	2,936,360		915,070
PW	Storm Drain	0359	20620000	823619	LACEY WIDEN/RECON/10TH-SIERRA	978,800		305,020
PW	WWTP/Sewer	0362	20730000	823619	LACEY WIDEN/RECON/10TH-SIERRA	493,310		153,730
PW	Water	0391	29100000	823619	LACEY WIDEN/RECON/10TH-SIERRA	1,174,530		366,020

CIP Summary by Dept for FY24

Dept	Fund Description	Fund	Org.	Acct #	Project	Project Total	Exp to date (as of 06/22/23)	FY24
PW	T D A - Transportation	0050	26670000	823619	LACEY WIDEN/RECON/10TH-SIERRA (COULD NEED MORE $)	1,440,450		137,260
PW	Storm Drain	0359	20620000	822622	LIFT STA 23 & 56 PANEL REPL	48,000		48,000
PW	WWTP/Sewer	0362	20730000	823629	MANHOLE REPR/COATING PROJECT	404,720		104,720
PW	Water	0391	29100000	823635	METER REPLACEMENT PROGRAM	1,337,830		857,830
PW	Gas Tax	0044	26650000	823614	NEW SIDEWALK/ADA IMPROVEMENTS	300,000		60,000
PW	Water System Impact Fee	0185	21850000	823637	NEW WATER SUPPLY WELL	3,313,980		1,104,660
PW	Water	0391	29100000	823637	NEW WATER SUPPLY WELL	2,700,000		900,000
PW	Refuse	0307	20370000	823608	PAINT BOOTH (REFUSE)	25,960		25,960
PW	Gas Tax	0044	26650000	823618	PAVEMENT RESURFACING TREATMENT	1,950,000		975,000
PW	WWTP/Sewer	0362	20730000	New	PICKUP TRUCK (NEW)	65,000		65,000
PW	WWTP/Sewer	0362	20730000	822627	PROTECTIVE GRATING	50,000		50,000
PW	Refuse	0307	20370000	822606	REFUSE OFFICE BREAKROOM	203,630		203,630
PW	Refuse	0307	20370000	New	REFUSE SERVICE TRUCK (NEW)	160,000		75,000
PW	Water	0391	29100000	822644	REPR WELL 45 AND WELL 49	86,060		86,060
PW	Water System Impact Fee	0185	21850000	823625	SEWER MAIN OVERSIZING REQ	92,180		92,180
PW	WWTP/Sewer	0362	20730000	823627	SEWER SYSTEM VIDEO INSP	18,000		18,000
PW	T D A - Transportation	0050	26670000	823613	SIDEWALK/MISC CONCRETE REPAIRS	236,130		36,130
PW	WWTP/Sewer	0362	20730000	823632	SPARE PUMPS	92,640		92,640
PW	Storm Drain	0359	20620000	817634	STONECREST BASIN PUMP EQ	45,930		45,930
PW	Storm Drain	0359	20620000	818631	STORM DRAIN PUMP #39	70,000		70,000
PW	Storm Drain Impact Fee	0184	21840000	823622	STORM DRAIN SYS OVERSIZING REQ	250,000		50,000
PW	Gas Tax	0044	26650000	823615	STREET DIVISION MAINTENANCE	2,125,000		425,000
PW	Water	0391	29100000	821645	TANK 4 CHLORINATION	66,070		66,070
PW	CMAQ	0055	26720000	820644	TRAF SIGNAL/12TH AV TO HUME	360,390		3,390
PW	Transportation Impact Fee	0181	21810000	820644	TRAF SIGNAL/12TH AV TO HUME	1,494,200		218,800
PW	Storm Drain	0359	20620000	822621	TREE TRIM/REMOVAL PROGRAM	375,000		75,000
PW	Transportation Impact Fee	0181	21810000	823616	UNSCH ARTERIAL UPGR/TRAF SIGNL	2,250,000		450,000
PW	Water	0391	29100000	823633	UNSCH MAIN EXTEN/REPL-WATER	250,000		50,000
PW	WWTP/Sewer	0362	20730000	823626	UNSCH MAIN EXTEN/REPL-WWTP	101,930		101,930
PW	WWTP/Sewer	0362	20730000	New	VALLEY ALARM ACCESS CONTROL WWTP	15,230		15,230
PW	Accumulated Capital Outla	0004	21040000	823602	VETERANS BUILDING ROOF REPL	22,560		22,560
PW	Facilities	0417	17502102	823602	VETERANS BUILDING ROOF REPL	28,350		28,350
PW	Water System Impact Fee	0185	21850000	823634	WATER MAIN OVERSIZING REQUIRE	250,000		50,000
PW	Water	0391	29100000	822635	WATER MAIN REPL PROGRAM	2,100,000		700,000
PW	Water	0391	29100000	823639	WATER SYS SECURITY UPGRADES	605,740		605,740
PW	Water	0391	29100000	New	WELL PUMP REHAB/WELL 42 AND WELL 38	240,000		120,000
						79,941,049	1,204,858	40,122,271

Prepared for: Mr. TOM WEBB, Building Official, City of Hanford
317 N Douty street
Hanford, CA 93230

2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 365

Client Proposal

Prepared by:
Carlos Rodriguez
Office: 559-291-2581
Date: 07/26/2023

2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Selected Equip & Specs

Dimensions

• Vehicle body length: 263.9" • Vehicle body width: 81.3" • Vehicle body height: 109.4" • Side door opening height: 63.0" • Side door opening width: 51.2" • Rear door opening height: 74.3" • Rear door opening width: 61.7" *** Rear door opening angle: 253.0** • Wheelbase: 148.0" • Front track: 68.2" • Rear track: 68.6" • Vehicle turning radius: 23.9' • Front bumper to front axle: 40.3" • Front brake diameter: 12.1" • Rear brake diameter: 12.1" • Interior rear cargo volume: 543.2 cu.ft. • Headroom first-row: 56.6" • Leg room first-row: 41.3" • Shoulder room first-row: 67.9" • Hip room first-row: 60.7"

Powertrain

• Horsepower: 266 HP • Radiator • Automatic • Rear-wheel drive • Recommended fuel: electric • All-speed ABS and driveline traction control • 10.5 kWh onboard charger • Traction battery charge time @ 240V 12 hours • All electric range 126 miles • SAE CCS DC fast charge connector • Peak DC fast charge rate: 115 kW • DC fast charge (peak rate): 34 minutes

Fuel Economy and Emissions

• Fuel economy electric equivalent (city/highway/combined): • Electric secondary fuel type • ZEV emissions

Suspension and Handling

• Standard ride suspension • Standard grade front shock absorbers • Heavy-duty rear shock absorbers

Driveability

• 4-wheel disc brakes • Front ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Electronic parking brake • Regenerative brakes • Driver selectable regen levels • Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system • Brake assist system • Hill start assist • Independent front suspension • Strut front suspension • Front anti-roll bar • Front coil springs • Independent rear suspension • Trailing arm rear suspension • Rear anti-roll bar • Electric power-assist steering system • Rack-pinion steering • 2-wheel steering system

Body Exterior

• 3 doors • Clearcoat paint • Monotone paint • Black bodyside cladding • Black wheel well trim • Black side window trim • Black windshield trim • Black door handles • Black front bumper • Black rear bumper • Rear tow hook *** Chrome grille** • Black door mirrors • Standard style side mirrors • Convex spotter in driver and passenger side door mirrors • Sliding right rear passenger door • Split swing-out rear cargo door • LT235/65RS16 AS BSW front and rear tires • 16 x 6.5-inch front and rear argent steel wheels

Convenience

• Power door locks with 2 stage unlocking • Keyfob activated door locks • All-in-one remote fob and ignition key • Auto-locking doors *** Intelligent Access smart key with hands-free access and push button start** • Power tailgate/rear door lock *** Cruise Control w/Adjustable Speed Limiting Device (ASLD) cruise control with steering wheel mounted controls** • Power first-row windows • Partial floor console • Driver foot rest • Locking glove box • Front beverage holders • 2 beverage holders • Driver and passenger door bins • Instrument panel bin • PRND in IP • Over the air updates

Comfort

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Selected Equip & Specs (cont'd)

• Automatic climate control • Cloth headliner material • Front headliner coverage *** Full vinyl floor covering * Full floor coverage** • Manual tilting steering wheel • Manual telescopic steering wheel • Urethane steering wheel

Seats and Trim

• Seating capacity: 2 • Bucket front seats • Driver seat with 4-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Driver seat armrest *** Front passenger seat armrest** • Manual reclining driver seat • Manual driver seat fore/aft control • Manual reclining passenger seat • Manual passenger seat fore/aft control *** Manual driver seat lumbar * Cloth front seat upholstery**

Entertainment Features

• 1 total number of 1st row displays • 12 inch primary LCD display • Primary touchscreen display *** SiriusXM with 360L AM/FM/HD/Satellite radio** • Seek scan • SYNC 4 external memory control *** 3 month satellite trial subscription** • Speakers number: 4 • Standard grade speakers • Steering wheel mounted audio controls • SYNC 4 with Enhanced Voice Recognition voice activated audio controls • Wireless audio streaming • Fixed audio antenna

Lighting, Visibility and Instrumentation

• Metal-look instrument panel insert • Analog instrumentation display • Trip odometer • In-radio display clock • Telematics Essentials driver information center • Traction battery level gauge • Electric power/regeneration gauge • Laminated side window glass • Light tinted windows • Aero-composite headlights • Halogen headlights • Ford Co-Pilot360 - Autolamp auto on/off headlight control • Delay-off headlights • Ford Co-Pilot360 - Auto High Beam auto high-beam headlights • Variable intermittent front windshield wipers • Front reading lights • Illuminated entry • Variable instrument panel light *** Front fog lights** • High mounted center stop light • Fade interior courtesy lights

Technology and Telematics

• SYNC 4 Connected Navigation integrated navigation system with voice activation • 911 Assist emergency SOS system via mobile device • Bluetooth handsfree wireless device connectivity • SYNC 4 AppLink incl. Apple CarPlay and Android Auto smart device wireless mirroring • FordPass Connect 4G mobile hotspot internet access • 2 USB ports

Safety and Security

• Driver front impact airbag • Seat mounted side impact driver airbag • Safety Canopy System curtain first-row overhead airbags • Cancellable front passenger air bag • Seat mounted side impact front passenger airbag • Airbag occupancy sensor • 6 airbags • Front height adjustable seatbelts • Front seatbelt pretensioners • 2 seatbelt pre-tensioners • SecuriLock immobilizer • Remote panic alarm • Lane-Keeping System • Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation • Driver Alert *** Intelligent Speed Assist traffic sign recognition with speed limiter feature** • External acoustic pedestrian alert *** Front mounted camera with washer * Left side camera * Right side camera** • High Resolution Digital Camera rear mounted camera *** Ford Co-Pilot360 - 360 Degree Camera aerial view camera** • Ford Co-Pilot360 w/Side Wind Stabilization electronic stability control system with anti-roll *** Reverse Sensing System rear parking sensors**

Dimensions

General Weights

Curb weight	6,188 lbs.	GVWR	9,500 lbs.

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2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Selected Equip & Specs (cont'd)

Payload 3,240 lbs.

Front Weights

GAWR front 4,130 lbs.

Rear Weights

GAWR rear 6,000 lbs.

Off Road

Loading floor height 28.0 "

Exterior Measurements

Vehicle body length	263.9"	Vehicle body width	81.3"
Vehicle body height	109.4"	Rear door opening height	74.3"
Rear door opening width	61.7"	* **Rear door opening angle**	**253.0**
Wheelbase	148.0"	Front brake diameter	12.1"
Rear brake diameter	12.1"	Side door opening height	63.0"
Side door opening width	51.2"	Front track	68.2"
Rear track	68.6"	Vehicle turning radius	23.9'
Front bumper to front axle	40.3"		

Interior Measurements

Interior rear cargo volume	543.2 cu.ft.	Interior cargo area height	81.5 "
Interior cargo length	172.2 "	Interior cargo area min width	54.8 "
Interior cargo area max width	70.2 "		

Headroom

Headroom first-row 56.6"

Legroom

Leg room first-row 41.3"

Shoulder Room

Shoulder room first-row 67.9"

Hip Room

Hip room first-row 60.7"

Powertrain

Engine

Engine location	Rear mounted engine	Engine mounting direction	Transverse mounted engine

Engine Power

Horsepower 266 HP

Battery

Battery amps	70Ah	Battery type	Lead acid battery

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2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Selected Equip & Specs (cont'd)

Battery run down protection ..... Battery run down protection

Engine Extras

Radiator ..... Radiator

Transmission

Transmission ..... Automatic

Drive Type

Drive type ..... Rear-wheel drive

Fuel

Fuel type ..... electric

Drive Feature

Traction control ..... All-speed ABS and driveline traction control

Electric Powertrain

Number of electric motors 1

Electric powertrain BEV (battery electric vehicle)

Electric Vehicle Battery Pack

All electric range ..... All electric range 126 miles

Traction battery type ..... lithium ion

Traction battery capacity ..... 68.0 kWh traction battery capacity

Traction battery voltage 400V

Traction battery charge time @ 240V ..... Traction battery charge time @ 240V 12 hours

Onboard charger ..... 10.5 kWh onboard charger

DC fast charge connector ..... SAE CCS DC fast charge connector

Peak DC fast charge rate (kW) ..... 115 kW

DC fast charge (peak rate) ..... 34 minutes

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Electric secondary fuel type

Gasoline equivalent fuel economy measurement ..... Gasoline equivalent fuel economy measurement

Fuel economy electric equivalent (city/highway/combined) ... Fuel economy electric equivalent (city/highway/combined):

Emissions

Emissions ..... ZEV emissions

Emissions tiers ..... Tier 3 Bin 0 emissions

Suspension and Handling

Suspension

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2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Selected Equip & Specs (cont'd)

Suspension ..... Standard ride suspension
Front shock absorbers ..... Standard grade front shock absorbers
Rear shock absorbers ..... Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type ..... 4-wheel disc brakes
Ventilated brakes ..... Front ventilated disc brakes
ABS brakes ..... Four channel ABS brakes
Electronic parking brake ..... Electronic parking brake
Driver selectable regen levels ..... Driver selectable regen levels
ABS brakes ..... 4-wheel antilock (ABS) brakes
Post collision braking system ..... Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system

Brake Assistance

Hill start assist ..... Hill start assist
Brake assist system ..... Brake assist system

Front Suspension

Anti-roll bar front ..... Front anti-roll bar
Suspension ride type front ..... Independent front suspension
Suspension type front ..... Strut front suspension

Front Spring

Regular front springs ..... Regular front springs
Springs front ..... Front coil springs

Rear Spring

Springs rear ..... Rear coil springs
Rear springs ..... Regular grade rear springs

Rear Suspension

Anti-roll bar rear ..... Rear anti-roll bar
Suspension type rear ..... Trailing arm rear suspension
Suspension ride type rear ..... Independent rear suspension

Steering

Steering ..... Electric power-assist steering system
Steering type ..... Rack-pinion steering
Steering type number of wheels ..... 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter ..... 16"
Front wheels width ..... 6.5"

Rear Wheels

Rear wheels diameter ..... 16"
Rear wheels width ..... 6.5"

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2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Selected Equip & Specs (cont'd)

Front And Rear Wheels

Appearance	argent	Material	steel

Front Tires

Aspect	65	Diameter	16"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	235mm	Front wheel - RPM	720

Rear Tires

Aspect	65	Diameter	16"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	235mm	Rear wheel - RPM	720

Body Exterior

Exterior Features

Number of doors	3 doors	License plate front bracket	Front license plate bracket

Body

Body panels	Fully galvanized steel body panels with side impact beams

Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors

Spare Tire

Spare tire	Full-size spare tire with steel wheel	Spare tire location	Crank-down spare tire

Tires

Front tires LT load rating	C	Rear tires LT load rating	C

Wheels

Wheel covers	Full wheel covers

Convenience

Door Locks

Door locks	Power door locks with 2 stage unlocking	* **Fob engine controls**	**Intelligent Access smart key with hands-free access and push button start**
Keyfob door locks	Keyfob activated door locks	All-in-one key	All-in-one remote fob and ignition key
Auto door locks	Auto-locking doors	Tailgate control	Power tailgate/rear door lock

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2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Selected Equip & Specs (cont'd)

Cruise Control

* **Cruise control** **Cruise Control w/Adjustable Speed Limiting Device (ASLD) cruise control with steering wheel mounted controls**

Exterior Mirrors

Door mirrors Power door mirrors
Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Partial floor console
Floor console storage Floor console storage

Driver Visor

* **Visor driver mirror** **Driver visor mirror**
* **Visor illuminated driver mirror** **Illuminated driver visor mirror**

Passenger Visor

* **Visor passenger mirror** **Passenger visor mirror**
* **Visor illuminated passenger mirror** **Illuminated passenger visor mirror**

Power Outlets

* **12V power outlets** **3 12V power outlets**
* **120V AC power outlets** **Pro Power Onboard 2.4 kW 1 120V AC power outlet**

Cargo Features

Cargo light Cargo area light

Cargo Trim

* **Cargo floor type** **Vinyl/rubber cargo area floor**

Pedals

Driver foot rest Driver foot rest

Storage

Door bins front Driver and passenger door bins
Number of beverage holders 2 beverage holders
Beverage holders Front beverage holders
Glove box Locking glove box
Instrument panel storage Instrument panel bin

Windows Feature

One-touch down window Driver one-touch down window

Miscellaneous

PRND in IP PRND in IP
Over the air updates Over the air updates

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Selected Equip & Specs (cont'd)

Comfort

Climate Control

Climate control ..... Automatic climate control

Headliner

Headliner material ..... Cloth headliner material

Headliner coverage ..... Front headliner coverage

Floor Trim

* **Floor covering ..... Full vinyl floor covering**

* **Floor coverage ..... Full floor coverage**

Steering Wheel

Steering wheel telescopic ..... Manual telescopic steering wheel

Steering wheel material ..... Urethane steering wheel

Steering wheel tilt ..... Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 2

Front Seats

Driver seat direction ..... Driver seat with 4-way directional controls

Driver seat fore/aft control ..... Manual driver seat fore/aft control

Passenger seat direction ..... Front passenger seat with 4-way directional controls

Split front seats ..... Bucket front seats

Reclining passenger seat ..... Manual reclining passenger seat

Passenger seat fore/aft control ..... Manual passenger seat fore/aft control

Front head restraints ..... Height adjustable front seat head restraints

Front head restraint control ..... Manual front seat head restraint control

Armrests front driver ..... Driver seat armrest

* **Armrests front passenger ..... Front passenger seat armrest**

Reclining driver seat ..... Manual reclining driver seat

Lumbar Seats

* **Driver lumbar ..... Manual driver seat lumbar**

Front Seat Trim

* **Front seat upholstery ..... Cloth front seat upholstery**

* **Front seatback upholstery ..... Cloth front seatback upholstery**

Gearshifter Material

Gearshifter material ..... Piano black and metal-look gear shifter material

Entertainment Features

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Selected Equip & Specs (cont'd)

LCD Displays

Primary touchscreen display: Primary touchscreen display
LCD primary display size: 12 inch primary LCD display
Number of first-row LCD displays: 1 total number of 1st row displays

Radio Features

External memory: SYNC 4 external memory control
Seek scan: Seek scan

Speakers

Speakers: Standard grade speakers
Speakers number: 4

Audio Features

Steering mounted audio control: Steering wheel mounted audio controls
Voice activated audio: SYNC 4 with Enhanced Voice Recognition voice activated audio controls
Wireless streaming: Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert: Metal-look instrument panel insert

Instrumentation

Trip odometer: Trip odometer
Instrumentation display: Analog instrumentation display

Instrumentation Displays

Driver information center: Telematics Essentials driver information center
Clock: In-radio display clock

Instrumentation Gauges

Traction battery level gauge: Traction battery level gauge
Electric power regeneration gauge: Electric power/regeneration gauge

Instrumentation Warnings

Low fuel warning: Low fuel warning
Headlights on reminder: Headlights on reminder
Door ajar warning: Door ajar warning
Service interval warning: Service interval indicator
Low brake fluid warning: Low brake fluid warning
Key in vehicle warning: Key in vehicle warning
Trunk warning: Rear cargo ajar warning
Low tire pressure warning: Low tire pressure warning

Glass

Laminated window: Laminated side window glass
Tinted windows: Light tinted windows

Headlights

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2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Selected Equip & Specs (cont'd)

Headlights ..... Halogen headlights
Auto headlights ..... Ford Co-Pilot360 - Autolamp auto on/off headlight control
Auto high-beam headlights ..... Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Headlight type ..... Aero-composite headlights
Delay off headlights ..... Delay-off headlights

Front Windshield

Wipers ..... Variable intermittent front windshield wipers

Windshield Wipers

Rain detecting wipers ..... Rain detecting wipers

Interior Lighting

Illuminated entry ..... Illuminated entry
Front reading lights ..... Front reading lights
Variable panel light ..... Variable instrument panel light

Lights

Interior courtesy lights ..... Fade interior courtesy lights
High mount stop light ..... High mounted center stop light
* **Fog lights** ..... **Front fog lights**

Technology and Telematics

Navigation

Integrated navigation ..... SYNC 4 Connected Navigation integrated navigation system with voice activation

Connectivity

Handsfree ..... Bluetooth handsfree wireless device connectivity
Emergency SOS ..... 911 Assist emergency SOS system via mobile device
Smart device integration ..... SYNC 4 AppLink incl. Apple CarPlay and Android Auto smart device wireless mirroring

Internet Access

Internet access ..... FordPass Connect 4G mobile hotspot internet access

USB Ports

USB ports ..... 2 USB ports

Safety and Security

Airbags

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2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Selected Equip & Specs (cont'd)

Front impact airbag driver ..... Driver front impact airbag
Front impact airbag passenger ..... Cancellable front passenger air bag
Front side impact airbag passenger ..... Seat mounted side impact front passenger airbag
Overhead airbags ..... Safety Canopy System curtain first-row overhead airbags
Number of airbags ..... 6 airbags
Front side impact airbag driver ..... Seat mounted side impact driver airbag
Occupancy sensor ..... Airbag occupancy sensor

Seatbelts

Height adjustable seatbelts ..... Front height adjustable seatbelts
Seatbelt pretensioners number ..... 2 seatbelt pre-tensioners
Seatbelt pretensioners ..... Front seatbelt pretensioners

Security System

Immobilizer ..... SecuriLock immobilizer
Remote panic alarm ..... Remote panic alarm

Active Driving Assistance

Lane departure ..... Lane-Keeping System
Forward collision warning ..... Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
External acoustic pedestrian alert ..... External acoustic pedestrian alert
Driver attention monitor ..... Driver Alert
* **Traffic sign information ..... Intelligent Speed Assist traffic sign recognition with speed limiter feature**

Cameras

* **Camera ..... Ford Co-Pilot360 - 360 Degree Camera aerial view camera**
* **Left camera ..... Left side camera**
Rear camera ..... High Resolution Digital Camera rear mounted camera
* **Front camera ..... Front mounted camera with washer**
* **Right camera ..... Right side camera**

Traction Control

Electronic stability control ..... Ford Co-Pilot360 w/Side Wind Stabilization electronic stability control system with anti-roll

Parking Sensors

* **Parking sensors ..... Reverse Sensing System rear parking sensors**

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2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

As Configured Vehicle

Description	MSRP
Base Vehicle	
Base Vehicle Price (W3X)	$55,995.00
Packages	
Order Code 101A *Includes:* *- Engine: Electric Motor* *- Transmission: Single-Speed* *- Electric Axle* *- GVWR: 9,500 lbs* *- Tires: 235/65R16C 121/119 R AS BSW* *- Wheels: 16" Steel w/Full Silver Cover*	N/C
Powertrain	
Engine: Electric Motor With 68kWH standard range high-voltage battery.	Included
Transmission: Single-Speed	Included
Electric Axle	Included
GVWR: 9,500 lbs	Included
Wheels & Tires	
Tires: 235/65R16C 121/119 R AS BSW	Included
Wheels: 16" Steel w/Full Silver Cover	Included
Seats & Seat Trim	
Cloth Front Bucket Seats	N/C
Ebony Cloth Bucket Seats w/Armrests *Includes 2-way manual driver seat with lumbar and 2-way manual passenger seat.*	N/C
Other Options	
Monotone Paint Application	STD
148" Wheelbase	STD
50/50 Hinged Rear Door w/253-Degree Opening	$70.00
Front Fog Lamps	Included

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2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

As Configured Vehicle (cont'd)

Description	MSRP
Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility.	
Cruise Control w/Adjustable Spd Limiting Device (ASLD)	Included
The ASLD feature is great for city driving; it allows the driver to set an upper speed limit for the vehicle. If the vehicle begins to approach the upper speed limit then audible and visual warning are given.	
Illuminated Sun Visors	Included
Front & Rear Vinyl Floor Covering	Included
Includes wheel well liners.	
Intelligent Access w/Push-Button Start	Included
Radio: AM/FM Stereo w/SYNC 4/SiriusXM w/360L/Nav	$790.00
Includes HD Radio, 12" multi-function display, Bluetooth, dual USB ports, embedded voice recognition, connected built-in navigation (3 years of service) and 4 speakers (front). Ford commercial solutions energy management and vehicle insight tools (access to the Ford charge network, public charging account setup and management, driver public charging tools, home charging reimbursement, Ford E-Telematics dashboard and connected navigation) included for commercial and business customers complimentary for 3 years.	
Includes: *- Traffic Sign Recognition (TSR)* *- Intelligent Speed Assist (ISA)* *- Electronic Air Temperature Control* *- Cruise Control w/Adjustable Spd Limiting Device (ASLD)* *The ASLD feature is great for city driving; it allows the driver to set an upper speed limit for the vehicle. If the vehicle begins to approach the upper speed limit then audible and visual warning are given.*	
12V Powerpoint	Included
Located in the rear of the vehicle.	
120V/2.4kW Pro Power Onboard	$1,265.00
Pro power onboard allows the vehicle to be used as a power source for tools to be plugged in to.	
Includes: *- 12V Powerpoint* *Located in the rear of the vehicle.* *- Intelligent Access w/Push-Button Start*	
2 Additional Keys (4 Total)	$70.00
Includes key fobs.	
360-Degree Camera w/Split View	$655.00
Includes front washer. Front, side and rear facing cameras allow the driver to toggle through different camera views via a button located on the instrument panel.	
Includes: *- Front Fog Lamps* *Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility.* *- Reverse Sensing System* *- Honeycomb Mesh Grille w/Chrome Surround*	
Reverse Sensing System	Included
Interior Upgrade Package	$1,330.00
Includes full-height polypropylene cargo area panels.	

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2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

As Configured Vehicle (cont'd)

Description	MSRP
Includes: *- Front & Rear Vinyl Floor Covering* *Includes wheel well liners.* *- Short-Arm Manual-Folding Power Adjust Mirrors* *- Illuminated Sun Visors* *- Cruise Control w/Adjustable Spd Limiting Device (ASLD)* *The ASLD feature is great for city driving; it allows the driver to set an upper speed limit for the vehicle. If the vehicle begins to approach the upper speed limit then audible and visual warning are given.*	
Front License Plate Bracket	N/C
Standard in states requiring two license plates and optional in all other states.	
Emissions	
Zero Evaporated Emissions System	STD
Exterior Color	
Oxford White	N/C
Interior Color	
Ebony w/Cloth Front Bucket Seats	N/C
SUBTOTAL	$60,175.00
Destination Charge	$1,895.00
TOTAL	$62,070.00

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Prepared for: Mr. TOM WEBB
Building Official, City of Hanford
Prepared by: Carlos Rodriguez
07/26/2023

Future Ford of Clovis | 920 W. Shaw Ave. Clovis California | 936123202

2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$55,995.00
Options	$4,180.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,895.00
Subtotal	$62,070.00

Pre-Tax Adjustments

Code	Description	MSRP
DMVEF	DMV Electronic Filling Fee	$33.00
DOC FEE	DOC FEE	$85.00
Subtotal		$62,188.00

Sales Taxes

Code	Description	MSRP
Tax	Kings/ Hanford tax county tax	$4,508.63
Subtotal		$66,696.63

Post-Tax Adjustments

Code	Description	MSRP
Tire Fee	Ca tire disposal fee	$8.75
Subtotal		$66,705.38
Total		$66,705.38

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Prepared for: Mr. TOM WEBB
Building Official, City of Hanford
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07/26/2023

Future Ford of Clovis | 920 W. Shaw Ave. Clovis California | 936123202

2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Warranty

Standard Warranty

Basic Warranty

Basic warranty ..... 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty ..... 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty ..... 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty ..... 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty ..... 96 months/100,000 miles

Traction Battery Warranty

Traction battery warranty ..... 96 months/100,000 miles

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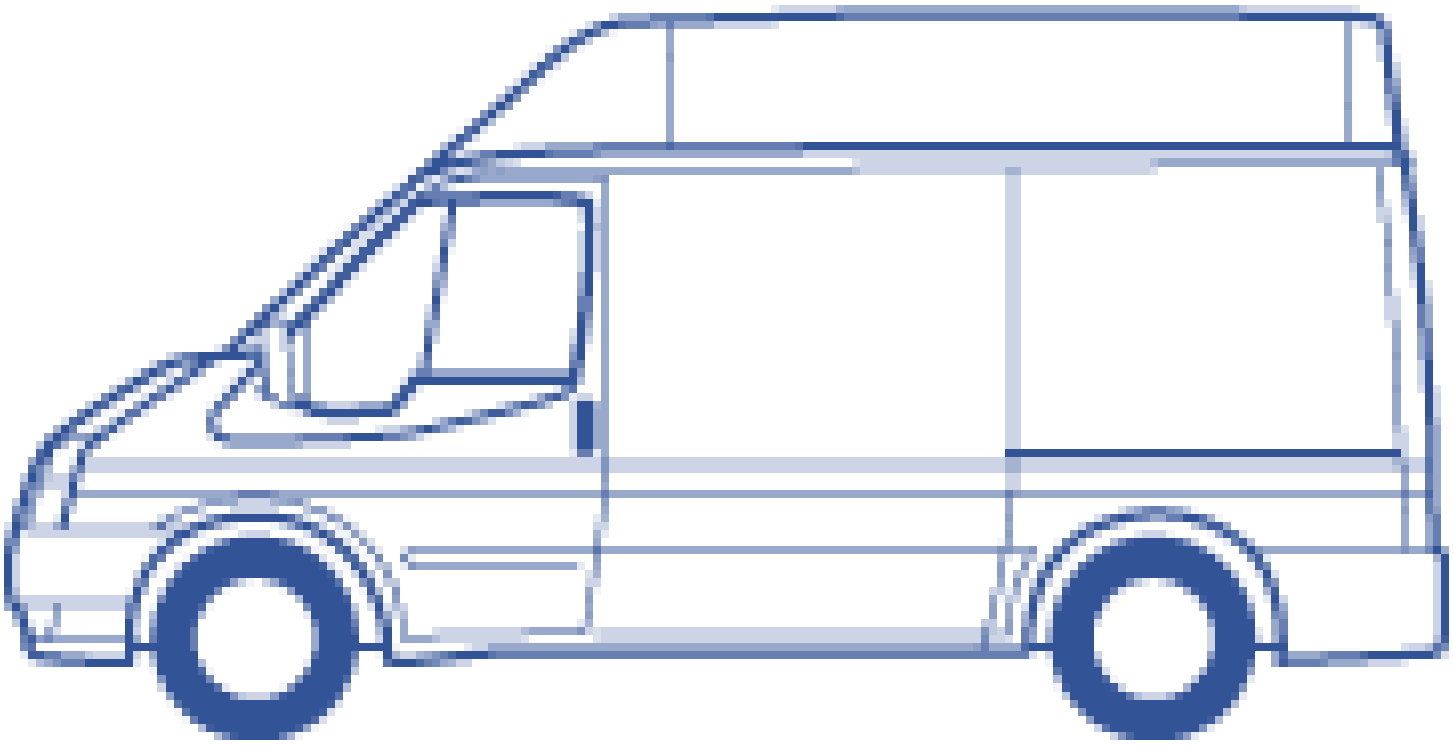
2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR	9,500 lbs

GVW	Totals
1 Payload - (Added Equipment)	0 lbs
Occupants Weight	300 lbs
Curb Weight (as configured)	6,188 lbs
TOTAL	**6,488 lbs**

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2023 E-Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Vehicle Dimension and Performance Summary (cont'd)

Payload	3,240 lbs
Useable Payload	2,940 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

RESOLUTION NO. 23-35-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD AUTHORIZING THE CITY MANAGER AS ADMINISTRATOR OF THE PUBLIC BENEFITS ALTERNATIVE FUEL NEW VEHICLE GRANT

At a regular meeting of the City Council of the City of Hanford duly called and held on the 15th day of August 2023, it was moved by Council Member _____, seconded by Council. Member _____, and carried that the following resolution be adopted:

WHEREAS, the City of Hanford requests authorization to purchase vehicles; and

WHEREAS, the Public Benefits Grant covers $20,000.00 per new alternative fuel vehicle, the City is requesting a maximum budget of $320,000 for the purchase of four vehicles; and

WHEREAS, the grant funding would provide reimbursement to the City of Hanford up to $80,000.00 for the four units that would not be covered by the grant.

NOW, THEREFORE, BE IT RESOLVED that City Council of the City of Hanford authorizes the City Manager as administrator of the Public Benefits Alternative Fuel New Vehicle Grant.

ADOPTED ON August 15, 2023, by the City Council of the City or Hanford by the following vote:

AYES: _____

NOES:_____

ABSENT:_____

ABSTAIN:_____

_____
Travis Paden
MAYOR of the City of Hanford

Attest:

_____
NATALIE CORRAL
CITY CLERK

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

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the _____day of _____, 20___.

Date: _____

_____
City Cle

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	9/19/2023
7/18/2023	Council review of a proposed policy regarding the guidelines for Community Facility Districts for all future subdivisions	Council Consensus	Various Staff	9/19/2023