



City of Kingsburg

1401 Draper Street, Kingsburg, CA 93631-1908
Phone (559)897-5821 Fax (559)897-5568

Mayor Michelle Roman
Mayor Pro Tem Laura North
Council Member Sherman Dix
Council Member Vince Palomar
Council Member Jewel Hurtado

City Manager Alexander J. Henderson

AGENDA KINGSBURG CITY COUNCIL REGULAR MEETING

Council Chamber, 1401 Draper Street, Kingsburg, CA 93631 (559) 897-5821
www.cityofkingsburg-ca.gov

Wednesday, January 15, 2020 at 6pm

6 P.M. REGULAR SESSION MEETING:

Invocation to be given by Pastor Ricky Chambers of Kingsburg Community Church, followed by the Pledge of Allegiance led by Mayor Michelle Roman.

1. **Call to Order and Roll Call**
2. **Public Comments:** This is the time for any citizen to come forward and address the City Council on any issue within its jurisdiction that is not listed on the Agenda. A maximum of five (5) minutes is allowed for each speaker.
3. **Approve Agenda:** Action by the Council to approve the agenda or to make modifications. Items that can be added to the agenda is constrained by State law.
4. **Consent Calendar:** Items considered routine in nature are to be placed on the Consent Calendar. They will be considered as one item and voted upon in one vote unless individual consideration is requested. Each vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Approval of the Consent Calendar items include recitals reading ordinance(s) by titles(s) only and adoption of recommended action(s) contained in Staff Reports.
 - 4.1 **Approval of City Council Minutes:** Approve the minutes from the December 18, 2019 Regular City Council Meeting, as prepared by City Clerk Abigail Palsgaard.
 - 4.2 **Check Register:** Ratify/approve payment of bills listed on the check register for the period December 14, 2019 through January 8, 2020 as prepared by Accounts Payable Clerk Grace Reyna.

4.3 Kingsburg Chamber of Commerce Annual Dinner Awards:

- * Citizen of the Year Award – Adopt Resolution No. 2020-001
- * Junior Citizen of the Year Award – Adopt Resolution No. 2020-002
- * Educator of the Year Award – Adopt Resolution No. 2020-003
- * Public Safety Officer of the Year Award – Adopt Resolution No. 2020-004
- * Business of the Year Award – Adopt Resolution No. 2020-005
- * Recycler of the Year Award– Adopt Resolution No. 2020-006
- * Agriculture Business of the Year Award– Adopt Resolution No. 2020-007

**Note: Resolutions are not included in order to maintain anonymity until Awards are presented at the Chamber Dinner on January 16, 2020 and will be available to the public on January 17, 2020*

4.4 Approve the proposed Wage Schedules for 01/01/2020- Staff Report prepared by Director of Administrative Services Christina Windover

4.5 Adopt Resolution 2020-008- A Resolution Of The City Council Of The City Of Kingsburg Authorizing Application For A Public Benefit Grant Program From The San Joaquin Valley Air Pollution Control District And Authorizing The City Manager To Sign The Application And Grant Documents And Implement The Project On Behalf Of The City- Staff Report prepared by Community Services Director Adam Castaneda

5. Regular Calendar

5.1 Young Legislators Presentation by State Senator Ana Caballero Field Representative Elisa Rivera

Possible Action(s):

- a. Presentation by Field Representative Elisa Rivera

5.2 Crime Statistics Report for the Months of December 2019 and General Police Department Update- Crime Statistics Report prepared by Kingsburg Police Department Records Supervisor Corina Padilla.

Possible Action(s):

- a. Presentation by Police Chief Neil Dadian
- b. Council Discussion
- c. Informational- No Action Necessary

5.3 Model Home Policy Introduction- Staff Report prepared by City Manager Alexander Henderson

Possible Action(s):

- a. Presentation by City Manager Alexander Henderson
- b. Council Discussion
- c. Action as Deemed Necessary

5.4 Development Incentive – Forgivable Loan Program Introduction- Staff Report prepared by City Manager Alexander Henderson

Possible Action(s):

- a. Presentation by City Manager Alexander Henderson
- b. Council Discussion
- c. Action as Deemed Necessary

5.5 Kingsburg Tri-County Hospital District Grant Policy & Grant Application

Discussion- Staff Report by Community Services Director Adam Castaneda

Possible Action(s):

- a. Presentation by Community Services Director Adam Castaneda
- b. Council Discussion
- c. Action as Deemed Necessary

6. Council Reports and Staff Communications

6.1 Community Services Commission

6.2 Public Safety Committee

6.3 Chamber of Commerce

6.4 Economic Development

6.5 Finance Committee

6.6 Planning Commission

6.7 South Kings Groundwater Sustainability Agency Joint Powers Authority (SKGSA)

6.8 City Manager's Report

7. Other Business that may come properly before the City Council

7.1 SB50 Discussion (Council Member Dix)

8. Future Agenda Items

These items will be added to a future agenda with direction from Council.

9. Adjourn Regular Kingsburg City Council Meeting.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such writings and documents may be posted on the City's website at www.cityofkingsburg-ca.gov.

I hereby certify, under penalty of perjury under the laws of the State of California that the foregoing Agenda was posted at the front entrance of City Hall not less than 72 hours prior to the meeting. Dated this 10th day of January 2020.

Abigail Palsgaard, City Clerk

**MINUTES
KINGSBURG CITY COUNCIL
REGULAR MEETING
DECEMBER 18, 2019**

6 P.M. REGULAR SESSION MEETING:

Invocation was given by Council Member Laura North, followed by the Pledge of Allegiance led by Mayor Michelle Roman.

Call to Order and Roll Call – Mayor Michelle Roman called the regular meeting of the Kingsburg City Council to order at 6:03 P. M.

Council Members Present: Jewel Hurtado, Vince Palomar, Laura North, and Mayor Michelle Roman.

Council Members Absent: Sherman Dix

Staff present: City Manager Alex Henderson, City Attorney Michael Noland, City Clerk Abigail Palsgaard, Finance Director Alma Colado, and Police Chief Neil Dadian.

Public Comments: None

Approve Agenda: A motion was made by Council Member North, seconded by Council Member Hurtado, to approve the Agenda, as published. The motion carried by unanimous voice vote of those Council Members present.

Consent Calendar: A motion was made by Council Member Palomar, seconded by Council Member North, to approve the items appearing on the Consent Calendar. The motion carried by unanimous voice vote of those Council Members present.

- 4.1 Approval of City Council Minutes:** Approve the minutes from the December 4, 2019 Regular City Council Meeting, as prepared by City Clerk Abigail Palsgaard.
- 4.2 Check Register:** Ratify/approve payment of bills listed on the check register for the period November 26, 2019 through December 13, 2019 as prepared by Accounts Payable Clerk Grace Reyna.

Regular Calendar

Recognition of Retiring Fire Captain Bob McGee

A motion was made by Council Member North, seconded by Council Member Hurtado, to adopt Resolution 2019-057 Recognizing Fire Captain Bob McGee for his 21 years of service with the Kingsburg Fire Department and the Kingsburg Community. The motion carried by unanimous voice vote of those Council Members present.

Mayor Roman presented the Resolution to Fire Captain Bob MGee.

Recognition of Retiring Kingsburg Building Official Michael Koch

A motion was made by Council Member North, seconded by Council Member Palomar to adopt Resolution 2019-058 Recognizing Kingsburg Building Official Michael Koch for his 13 years of

service with the City of Kingsburg and the Kingsburg Community. The motion carried by unanimous voice vote of those Council Members present.

Mayor Roman presented the Resolution to Building Official Michael Koch.

PUBLIC HEARING- MASTER FEE SCHEDULE - BUILDING FEES

Open Public Hearing - 6:19 P. M.

Presentation by City Building Official Michael Koch. Mr. Koch explained that the reason behind this requested increase in fees is to recover costs and be streamlined having flat fees. He stated that he checked with neighboring jurisdictions to see if our fees are inline. They are, in fact they are less.

Council Discussion - 6:28 P. M.

Council Member Palomar had a question about the C& D Deposit. Mr. Koch explained the process.

Open for Public Comment – 6:32 P. M. - None

Close Public Comment - 6:32 P. M.

Continued Council Discussion- None

Close Public Hearing – 6:32 P. M.

Possible Actions: A motion was made by Council Member North, seconded by Council Member Hurtado, to Adopt Resolution No. 2019-059 updating the Master Fee Schedule, as presented. The motion carried by unanimous voice vote of those Council Members present.

Mid Valley Disposal Update

Ivette Rodriguez, Recycling Director, shared combined statistics for 2018/2019; updates in tonnage, work orders, and recycling programs.

Council asked about mattress drop off, and who the outreach person is for school presentations. Council asked if they can assist in the 3 businesses who are not recycling. Ms. Rodriguez said that a letter from the City would be helpful. She stated that to drop off the mattresses, you don't have to be a resident of Kingsburg, but there are some specifications. The program was explained.

Project Progress Report- Report by City Engineer Dave Peters

City Engineer Dave Peters presented his progress report covering parks, streets, the pool, and other projects.

Council asked about the roundabout, the 18th Ave. sidewalk, and the property right-of-way. Council Member Palomar asked about the GSA and if the State can reject it. Mr. Peters said that any one can be rejected. He talked about the Mehlert Street reconstruction. Dennis Cervantes, resident, stated that he wants to keep heavy equipment off the road.

DOJ Tobacco Grant Update- Staff Report prepared by City Manager Alexander Henderson
City Manager Alexander Henderson explained the status of the grant the City received for tobacco law enforcement. We received \$386,648 for 3 years for 2 School Resource Officers.

Following brief Council discussion, a motion was made by Council Member North, seconded by Council Member Hurtado, to adopt Resolution 2019-60 Authorizing the City to accept grant funds in the amount of \$386,648 from the State of California and authorizing the Professional Services Agreement with the Kingsburg Police Department and Amending the Fiscal year 2019-2020 Annual Budget. The motion carried by unanimous voice vote of those Council Members present.

Crime Statistics Report for the Month of November 2019 and General Police Department Update- Crime Statistics Report prepared by Kingsburg Police Department Records Supervisor Corina Padilla.

Police Chief Neil Dadian reviewed his report regarding crime stats, ongoing investigations and trainings.

Council Reports and Staff Communications

Community Services Commission – Council Member Laura North reported that they will meet in January.

Public Safety Committee- Council Member Palomar reported that they met last week. He stated that the cost of lighted beacons came in over cost. City Engineer Dave Peters mentioned that it might be able to be included in a grant. He spoke about using the money to repaint crosswalks where they are dull.

Chamber of Commerce - Council Member Hurtado reported that the annual Awards Dinner is January 16th at 5:30 P. M. She stated that they talked about updating their website, board election, and the BID rep was there.

Economic Development – City Manager Alex Henderson reported that it hasn't met. A sub-group discussed agri-tourism branding.

Finance Committee – City Manager Alex Henderson reported that it hasn't met.

Planning Commission – City Manager Alex Henderson reported that it has met and discussed potential changing of zoning. It will have them seek a Conditional Use Permit.

South Kings Groundwater Sustainability Agency Joint Powers Authority- Meets tomorrow night.

City Manager's Report – City Manager Alex Henderson stated that the park project is complete, and a final report has been submitted to the Healthcare District.

Other Business that may come properly before the City Council

Cancellation of the 1/1/2020 City Council Meeting- Motion by Council Member North, seconded by council Member Palomar. Carried by unanimous voice vote of those Council Members present.

Future Agenda Item

Council Member North said that she would like an update on the Swedish Mill.

At 7:34 P. M. Mayor Michelle Roman adjourned the Regular Kingsburg City Council Meeting.

Submitted by:

Abigail Palsgaard, City Clerk

Accounts Payable

Checks by Date - Summary by Check Date

User: gracer
 Printed: 1/9/2020 1:39 PM



City of Kingsburg
 1401 Draper Street
 Kingsburg, CA 93631-1908
 (559)897-5821

Check No	Vendor No	Vendor Name	Check Date	Check Amount
77024	4149	US DEPARTMENT OF EDUCATION AW	12/18/2019	313.03
Total for 12/18/2019:				313.03
ACH	3231	ICMA RETIREMENT CORPORATION - V	12/20/2019	700.00
ACH	3470	Internal Revenue Service - ACH	12/20/2019	43,291.80
ACH	3471	Employment Development Department - A	12/20/2019	7,005.13
ACH	3472	CalPERS - ACH	12/20/2019	31,640.84
ACH	3475	Empower	12/20/2019	2,486.75
ACH	3476	CHILD SUPPORT STATE DISBURSEME	12/20/2019	505.84
ACH	3526	Public Employees Retirement System 457 I	12/20/2019	20.00
ACH	3470	Internal Revenue Service - ACH	12/20/2019	574.15
ACH	3471	Employment Development Department - A	12/20/2019	36.65
Total for 12/20/2019:				86,261.16
77025	3570	SEQUOIA COUNCIL	12/30/2019	271.00
Total for 12/30/2019:				271.00
ACH	3231	ICMA RETIREMENT CORPORATION - V	01/03/2020	484.20
ACH	3470	Internal Revenue Service - ACH	01/03/2020	46,349.18
ACH	3471	Employment Development Department - A	01/03/2020	8,175.26
ACH	3472	CalPERS - ACH	01/03/2020	31,897.92
ACH	3475	Empower	01/03/2020	3,025.00
ACH	3476	CHILD SUPPORT STATE DISBURSEME	01/03/2020	505.84
ACH	3526	Public Employees Retirement System 457 I	01/03/2020	20.00
77026	3665	ADVENTIST HEALTH	01/03/2020	289.00
77027	3005	AFLAC	01/03/2020	951.38
77028	3006	AIRGAS NCN	01/03/2020	630.83
77029	3891	AMERICAN BUSINESS MACHINES	01/03/2020	16.00
77030	4173	AMI CONCEPTS	01/03/2020	2,000.00
77031	3697	ASI	01/03/2020	1,320.00
77032	3027	AT & T	01/03/2020	260.75
77033	3029	AT&T CALNET 3	01/03/2020	38.12
77034	3030	AT&T MOBILITY	01/03/2020	346.14
77035	3054	BSK ASSOCIATES	01/03/2020	3,144.00
77036	3704	CANON FINANCIAL-EQUIPMENT SAL	01/03/2020	733.33
77037	3954	CAPE ACCOUNTING	01/03/2020	50.00
77038	3067	CARDMEMBER SERVICE	01/03/2020	4,043.37
77039	4169	ALEJANDRA MARIA CARILLO-GOMEZ	01/03/2020	87.95
77040	3068	BARBARA CARPENTER	01/03/2020	720.00
77041	3077	CENTRAL VALLEY OVERHEAD DOOR	01/03/2020	5,132.00
77042	3190	ITSD-DATA PROCESSING SERVICES C	01/03/2020	72.98
77043	3134	CSJVRMA	01/03/2020	1,646.00
77044	3144	DEPARTMENT OF CONSERVATION	01/03/2020	3,276.26
77045	3166	FALCON TIRE & TOWING	01/03/2020	244.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
77046	3175	FIVE CITIES EDA	01/03/2020	978.52
77047	3199	FMAAA	01/03/2020	488.32
77048	3188	FRESNO COUNTY SHERIFF	01/03/2020	1,089.40
77049	3240	MAGNOLIA GALLARDO	01/03/2020	100.00
77050	3221	ALEX HENDERSON	01/03/2020	192.79
77051	3222	HENRY SCHEIN, INC.	01/03/2020	585.59
77052	3550	HERWALDT MOTORSPORTS	01/03/2020	195.68
77053	4166	INSTRUQ	01/03/2020	280.00
77054	3999	IRON MOUNTAIN	01/03/2020	49.00
77055	3244	JORGENSEN & CO.	01/03/2020	205.00
77056	3249	KAISER FOUNDATION HEALTH PLAN	01/03/2020	2,081.85
77057	3250	KELLER FORD LINCOLN	01/03/2020	65.00
77059	4170	KINGSBURG COMMUNITY HEALTH	01/03/2020	29.00
77060	3625	KINGSBURG MEDIA FOUNDATION	01/03/2020	8,421.24
77061	3510	KINGSBURG TOWING	01/03/2020	310.00
77062	4172	KUPPA JOY KINGSBURG LLC	01/03/2020	533.75
77063	3269	LAW & ASSOCIATES	01/03/2020	600.00
77064	3275	LIEBERT, CASSIDY, WHITMORE	01/03/2020	726.00
77065	3277	LINCOLN AQUATICS	01/03/2020	9,105.63
77066	4171	MADERA CARPORTS	01/03/2020	38.40
77067	3518	METRO UNIFORM	01/03/2020	194.19
77068	3797	MOTOROLA SOLUTIONS, INC.	01/03/2020	22,567.02
77069	3305	NATIONAL RECREATION & PARK ASS	01/03/2020	110.00
77070	3315	P G & E	01/03/2020	29,762.67
77071	3450	ABIGAIL PALSGAARD	01/03/2020	35.00
77072	3329	POLYACK MARKETING	01/03/2020	3,300.00
77073	3334	PROFESSIONAL PRINT & MAIL, INC	01/03/2020	1,543.22
77074	3335	PROFORCE LAW ENFORCEMENT	01/03/2020	4,809.91
77075	3337	PROVOST & PRITCHARD	01/03/2020	7,000.00
77076	3340	PURCHASE POWER	01/03/2020	304.36
77077	3359	S&W HEALTHCARE CORP.	01/03/2020	271.72
77078	3361	SAN JOAQUIN VALLEY AIR	01/03/2020	143.00
77079	3368	SIGN RANCH BY ROD'S CUSTOM SIGN	01/03/2020	102.24
77080	3369	SILVAS OIL COMPANY, INC.	01/03/2020	2,178.82
77081	4142	SPARKLETTS	01/03/2020	79.03
77082	3380	STATE OF CALIFORNIA-D O J	01/03/2020	140.00
77083	3381	STATE OF CALIFORNIA-D O T	01/03/2020	184.67
77084	4028	SUPERIOR POOL CARE	01/03/2020	2,600.00
77085	3389	STATE WATER RESOURCES CONTROL	01/03/2020	17,010.40
77086	3397	THE GAS COMPANY	01/03/2020	3,955.88
77087	3506	TOSHIBA FINANCIAL SERVICES	01/03/2020	691.99
77088	4167	UPTOWN SPROUTS	01/03/2020	200.00
77089	4168	VALLEY TRENCHING	01/03/2020	164.00
77090	3416	VERIZONWIRELESS	01/03/2020	646.10
77091	3419	VIKING CLEANING SERVICE	01/03/2020	3,301.02
77092	3493	VILLAGE TIRE SALES	01/03/2020	526.23
77094	3448	CHRISTINA WINDOVER	01/03/2020	301.00
77095	3430	WONG, ANDY & BETTY	01/03/2020	2,600.00
77096	4149	US DEPARTMENT OF EDUCATION AW	01/03/2020	313.03
Total for 1/3/2020:				246,570.18
77097	4072	FAHRNEY FORD SALES	01/07/2020	38,820.20
Total for 1/7/2020:				38,820.20

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Report Total (88 checks):				372,235.57



Meeting Date: 01/15/2020
Agenda Item: 4.4

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council
REPORT FROM: Christina Windover, Administrative Services Director **REVIEWED BY:** AP
AGENDA ITEM: Wage Schedule

ACTION REQUESTED: Ordinance Resolution Motion Receive/File

EXECUTIVE SUMMARY

As required by City Ordinance, the Council is required to approve employee wage schedules. Attached is an updated wage schedule effective January 1, 2020. The updated schedule is based on City Council approved wage increases via contracts between the Kingsburg Police Officers Association, Kingsburg Professional Firefighters Association, Kingsburg Public Service Employees Association, and the City Manager’s contract. Additional wage increases are due to the January 1, 2020 California minimum wage increase to \$13 per hour and increases to maintain equity among part-time supervisory positions impacted by the minimum wage increase.

RECOMMENDED ACTION BY CITY COUNCIL

- 1. Approve the proposed wage schedule.

POLICY ALTERNATIVE(S)

- 1. Don’t approve proposed wage schedule.

REASON FOR RECOMMENDATION/KEY METRIC

- 1. The Council has oversight on all wages associated with City positions. This is part of our financial stability initiative.

FINANCIAL INFORMATION

FISCAL IMPACT:

1. Is There A Fiscal Impact?	<u>Yes</u>
2. Is it Currently Budgeted?	<u>Yes</u>
3. If Budgeted, Which Line?	<u>Varies</u>

PRIOR ACTION/REVIEW

Council approves wage schedules as amended.

BACKGROUND INFORMATION

See Executive Summary.

ATTACHED INFORMATION

- 1. Proposed Wage Schedule “City of Kingsburg Salary Chart.”

CITY OF KINGSBURG SALARY CHART
EFFECTIVE JANUARY 1, 2020

POSITION -----	SALARY STEPS-PAID MONTHLY UNLESS NOTED					
	A	B	C	D	E	
Building Department BUILDING OFFICIAL		5078	5332	5599	5879	6172
BUILDING INSPECTOR II/CODE ENFORCEMENT		4004	4205	4415	4636	4867
BUILDING INSPECTOR I/CODE ENFORCEMENT		3340	3507	3682	3866	4059
City Hall CITY MANAGER						13591
FINANCE DIRECTOR-TREASURER		7861	8254	8666	9100	9555
PLANNING DIRECTOR		7862	8255	8668	9101	9556
CITY CLERK		6529	6856	7198	7558	7936
DIRECTOR OF ADMINISTRATIVE SERVICES		6770	7109	7464	7837	8229
MANAGEMENT ASSISTANT		3694	3879	4073	4276	4490
COMMUNITY SERVICES DIRECTOR		5223	5485	5759	6047	6349
COUNCILMEMBER-MAYOR STIPEND						300
COUNCILMEMBER STIPEND						250
PART-TIME CITY HALL CLERK						13.19/HR
Fire Department* FIRE CHIEF		7847	8240	8652	9084	9539
FIRE CAPTAIN/EMT REGULAR		4973	5221	5483	5757	6045
FIRE CAPTAIN/PARAMEDIC REGULAR		5333	5600	5880	6174	6483
FIREFIGHTER/PARAMEDIC REGULAR		4297	4512	4738	4974	5223
FIREFIGHTER/EMT REGULAR		4015	4216	4426	4648	4880
FIREFIGHTER/PARAMEDIC REGULAR MON-FRI		3219	3380	3549	3726	3912
PARAMEDIC REGULAR MON-FRI		3140	3297	3462	3635	3817
PARAMEDIC SHIFT SCHEDULE		4268	4482	4706	4941	5188
PCF (Hired before 01/01/2015)						13.50/HR
RESERVE FIREFIGHTER/EMT		13/HR	14/HR			
RESERVE FIREFIGHTER/PARAMEDIC		14/HR	15/HR			
RESERVE SPECIAL ASSIGNMENT						20/HR
Police Department CHIEF OF POLICE		8319	8735	9171	9630	10111
POLICE LIEUTENANT		6743	7081	7435	7806	8197
POLICE SERGEANT		5968	6266	6579	6908	7254
POLICE SERGEANT (Hired 1/1/15 or after)		5850	6142	6449	6772	7110
POLICE OFFICER		4796	5036	5288	5552	5830
POLICE OFFICER (Hired 1/1/15 or after)		4703	4938	5185	5444	5716
RECORDS SUPERVISOR		4014	4214	4425	4646	4784
POLICE DEPT. ADMINISTRATIVE ASSISTANT		3968	4167	4375	4594	4824
POLICE SERVICES TECHNICIAN		3374	3542	3720	3906	4101
POLICE RESERVE-LEVEL 1						20.00/HR
Public Works Department PUBLIC WORKS DIRECTOR		7538	7915	8310	8726	9162

ASSISTANT PUBLIC WORKS DIRECTOR	6282	6596	6926	7272	7636
PUBLIC WORKS SUPERINTENDENT	4950	5197	5457	5730	6016
MAINTENANCE WORKER I	3043	3195	3355	3523	3699
MAINTENANCE WORKER II/Mech/Pool	3181	3340	3507	3682	3866
MAINTENANCE WORKER III	3768	3956	4154	4362	4580
WATER OPERATOR I	3319	3485	3659	3842	4034
WATER OPERATOR II	3922	4118	4324	4540	4767
WATER OPERATOR III	4756	4994	5243	5507	5782
PART TIME PUBLIC WORKS CLERK	13/HR				
PART TIME METER READER	13.00/HR				
Senior Center SENIOR CITIZEN COORDINATOR	2568	2696	2831	2972	3121
NUTRITION COORDINATOR	14.00/HR				
Miscellaneous DEPARTMENT SECRETARY I	3132	3289	3453	3626	3807
DEPARTMENT SECRETARY I W/PLANNING COMMISSION MEETINGS	3289	3454	3626	3808	3998
DEPARTMENT SECRETARY II	3440	3612	3792	3982	4181
DEPARTMENT SECRETARY II W/PLANNING COMMISSION MEETINGS	3611	3792	3981	4180	4389
ADMINISTRATIVE ASSISTANT	2365	2483	2607	2737	2874
ACCOUNT CLERK I	2927	3074	3227	3389	3558
ACCOUNT CLERK II W/ACCOUNTS PAYABLE	3368	3537	3713	3899	4094
ACCOUNT CLERK II	3209	3370	3538	3715	3901
ACCOUNT CLERK III	3528	3704	3890	4084	4288
RECREATION SITE SUPERVISOR	14.25/HR				
RECREATION LEADER	13/HR				
RECREATION LEADER/RETURN LEADER	13.75/HR				
LIFEGUARD	13/HR				
LIFEGUARD/RETURN GUARD	13.75/HR				
LEAD GUARD	14/HR				
POOL CASHIER	13.00/HR				
POOL MANAGER	14.25/HR				
AQUA AEROBICS INSTRUCTOR	16.00/HR				
LEAD AQUA AEROBICS INSTRUCTOR	17.50/HR				



Meeting Date: 01/15/2020
Agenda Item: 4.5

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council
REPORT FROM: Community Services Director Adam Castaneda **REVIEWED BY:** AP
AGENDA ITEM: San Joaquin Valley Air Pollution Control District Grant Application
ACTION REQUESTED: Ordinance Resolution Motion Receive/File

EXECUTIVE SUMMARY

The San Joaquin Valley Air Pollution Control District is currently providing funding opportunities under several components of its Public Benefit Grants Program to local public agencies. The program was developed and designed to meet the needs and challenges faced by Valley public institutions by providing funds towards a wide variety of clean-air, public-benefit projects which will provide a direct benefit to Valley residents. One component of this program provides funding for the purchase of new alternative fueled vehicles (Electric, Plug-In Hybrid, CNG, LNG, LPG, etc.). Applications for this component are currently being accepted on a first-come, first-serve basis. Maximum funding is up to \$20,000 per vehicle, with a limit of \$100,000 per agency per year. The remaining balance of a vehicles total purchase price including taxes would be made up using the General Fund.

The Community Services Department would like to seek assistance from the San Joaquin Valley Air Pollution Control District for the purchase of a dedicated department vehicle. The Community Services Department oversees several sub departments and community activities that require the use of a vehicle daily. The City has a vehicle for the use of City Hall staff, however this vehicle is shared with multiple departments for out of town training. The vehicle is used frequently, requires advance reservation, and is often out of the city for several days (multi-day trainings). A few routine examples for the need of a Community Services Department vehicle include:

- Daily site visits to the senior, pool, and after school recreation centers
- Weekly bulk shopping for department supplies over the summer (pool concessions, recreation programs)
- Park and playground inspections and site visits
- Cat Trap-Neuter-Return program management
- Regular attendance to out of town meetings and seminars

If the city is successful in the receiving the grant, remaining funds needed for purchase of vehicle would be incorporated in the 2020-2021 budget.

RECOMMENDED ACTION BY CITY COUNCIL

1. Staff recommends the Council adopts Resolution 2020-008 approving the request to apply for the Public Benefits Grant Program for a clean air vehicle for the Community Services Department.

POLICY ALTERNATIVE(S)

1. The council could choose to not approve the request to seek grant funds.

STRATEGIC INITIATIVE

1. Provide Recreation Opportunities for All Ages.

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|------------|
| 1. Is There A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | <u>No</u> |
| 3. If Budgeted, Which Line? | <u>N/A</u> |

PRIOR ACTION/REVIEW

None.

ATTACHED INFORMATION

1. Resolution 2020-008

RESOLUTION NO. 2020-008

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KINGSBURG
AUTHORIZING APPLICATION FOR A PUBLIC BENEFIT GRANT PROGRAM
FROM THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT AND
AUTHORIZING THE CITY MANAGER TO SIGN THE APPLICATION AND GRANT
DOCUMENTS AND IMPLEMENT THE PROJECT ON BEHALF OF THE CITY**

WHEREAS, the City of Kingsburg wishes to apply for Public Benefit Grant Program funds from the San Joaquin valley Air Pollution Control District (Air District) to purchase one new alternative fuel vehicle for the Community Service Department; and

WHEREAS, the Air District can award grants up to \$20,000 for each new vehicle; and

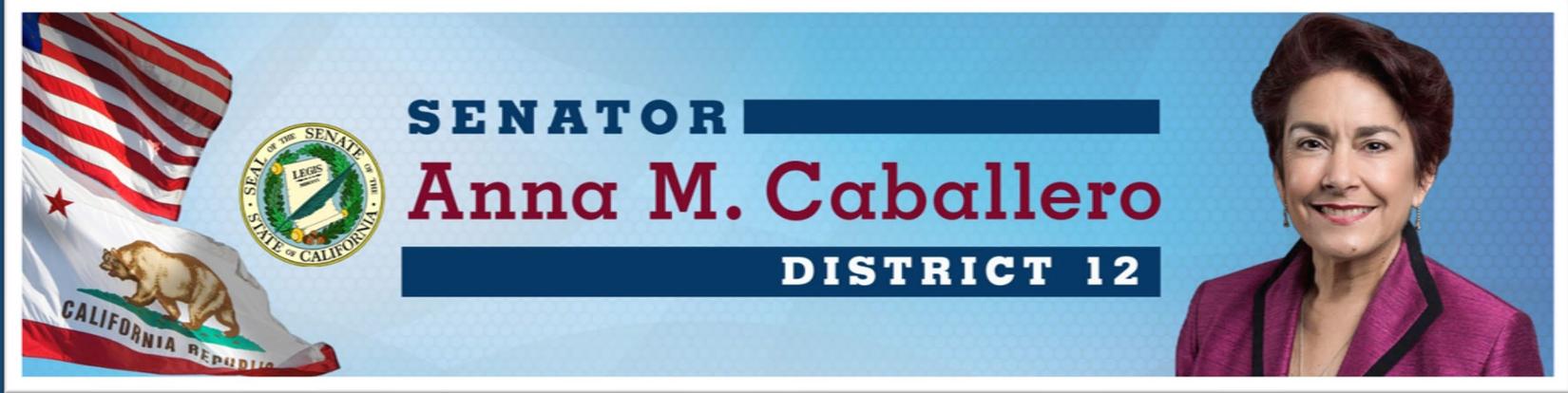
WHEREAS, the City Manager is authorized to sign the grant application on behalf of the City, and to execute a grant agreement and other grant-related documents and implement the project;

NOW, THEREFORE, BE IT RESOLVED that City staff is authorized to prepare and submit to the San Joaquin Valley Air Pollution Control District an application for a Public Benefit Grant Program grant for the purchase of one new alternative fuel vehicle for the Community Service Department.

I, Abigail Palsgaard, City Clerk of the City of Kingsburg, do hereby certify that the foregoing resolution was duly passed and adopted at a regular meeting of the Kingsburg City Council held on the 15th day of January 2020, by the following vote:

Ayes: Councilmember(s):
Noes: Councilmember(s):
Absent: Councilmember(s):
Abstain: Councilmember(s):

Abigail Palsgaard, City Clerk
City of Kingsburg



Young Legislators Program 2019

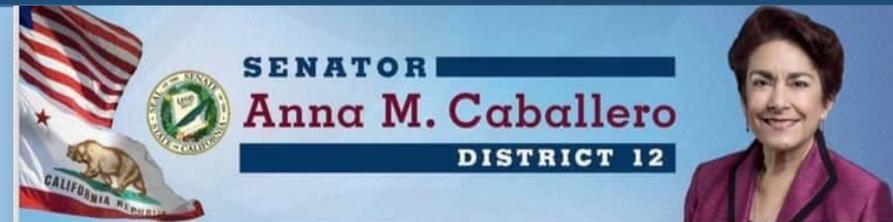
Program Overview

Participants

- **When:** June 22- July 18, 2019
- **Where:** City of Greenfield and City of Atwater
- **Who:** High School Students Living in or Attending School in Senate District 12

14 Students Participated From the Central Valley:

- Kingsburg
- Firebaugh
- Atwater
- Planada
- Santa Nella
- Merced



Senator Anna M. Caballero invites you to join the **2019 YOUNG LEGISLATORS PROGRAM**

The **2019 YOUNG LEGISLATORS PROGRAM** provides an introduction to the workings of government and strives to build a strong foundation for our youth who want to get involved in the leadership of their community.

The program will be held on the following dates and participants must commit to attending all sessions. All sessions will be held from 9 am - 12 noon with the exception of the final session that will include a trip to the State Capitol. Eligible participants should be in high school (9 - 12 grade).

City of Atwater, California

- Saturday, June 22
- Saturday, June 29
- Saturday, July 6
- Saturday, July 13
- Thursday, July 18 (all-day)

DEADLINE – submit by Wednesday June 12, 2019 at 5 pm

USE THE FOLLOWING LINK TO SUBMIT APPLICATION:

[Senator Caballero's 2019 Young Legislators Program](#)

FOR QUESTIONS, please contact Elisa Rivera at 209.726.5495 or elisa.rivera@sen.ca.gov.

Overview

Day 1

Local Government

Day 2

State Government
& Legislative Cycle

Day 3

Federal
Government,
CENSUS 2020 &
Higher Education

Capitol
Trip

Tour of Capitol

Mock Committee
Hearing

Day 1

Speakers:

- **Paul Creighton** - Atwater Mayor
- **Chance Condit** - Ceres Councilmember
- **Jewel Hurtado** – Kingsburg City councilwoman
- **Daron McDaniel** – Merced Board of Supervisors

Activities:

- Duties of Senator Caballero
Learning About Senate district
- Duties performed by Local City and County Government

Day 2

Activities:

- Duties relating to State Budget
- Recognitions
 - Adjourn in Memory
 - Certificates
 - Resolutions
 - District awards- Small business of the year, etc.
 - Scholarships
- Debate
 - School Uniforms

Day 2 – Debate

Should uniforms be required at school?

1. One representative from each team
2. Proposition team will open- 3 minutes
3. Opposition team will rebut and give their arguments- 4 minutes
4. Proposition team will rebut- 3 minutes
5. Opposition team, closing statement- 2 minutes
6. Proposition team, closing statement- 3 minutes



Day 3

Speakers:

- **Gabe Hulbert** - District 16th Representative to Jim Costa
- **James Martinez** - Associate Field Representative for Senator Harris
- **Mai Thao** - Regional program manager in Fresno for the California Complete County- Census 2020: Region 6

Activities:

- Charades!
- Preparing for the Capitol



CAPITOL TRIP JULY 18, 2019

- Meet the Senator and Capitol Staff
- Tour of the Capitol Building and Exclusive Tour of the Senate/ Assembly Floor
- Mock Committee Hearing

Welcome from Senator Anna M. Caballero



Governor's Panel Guest Speaker

- Chief Deputy Secretary for Legislative Affairs, Governor's Office
Che Salinas
- Legislative Affairs Director, Steinberg Institute
Adriana Ruelas



Young Legislators Program



Young Legislators Program



Young Legislators Program



Young Legislators Program



Young Legislators Program



What's Next?

- Continue to Engage youth through civic participation
- Sign up to host a Youth Legislative Program in your city!

Thank You!



Diana Westmoreland

Field Representative

State Senator- 12th District

Anna M. Caballero

Merced: (209) 726-5495

510 W. Main St, Suite E

Merced, CA 95340

diana.westmoreland@sen.ca.gov

Elisa Rivera

Field Representative

State Senator- 12th District

Anna M. Caballero

Merced: (209) 726-5495

Jennifer Hidalgo

Field Representative

State Senator- 12th District

Anna M. Caballero

Merced: (209) 726-5495

510 W. Main St, Suite E

Merced, CA 95340

jennifer.hidalgo@sen.ca.gov



CITY OF KINGSBURG

POLICE DEPARTMENT

1300 California Street, Kingsburg, CA 93631 (559) 897-4418

Neil Dadian
Chief of Police

To: Mayor & City Council
From: Corina Padilla
Date: January 9, 2020
Subject: December Crime Statistics & Prevention Update

- Part I Crimes increased by four.
- Other Offenses increased by 13.
- Traffic collisions remained at four.
- The number of arrests increased by six.
- Traffic citations increased by 19.

We continue to use Facebook, Kingsburg PD mobile application, Twitter, and NIXLE as situations warrant in order to keep our citizens informed.

Kingsburg Police Department

Crime and Activity Report

Part 1 Crimes	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Murder	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	2	0	0	0	0	0	0	0	0	1	0	3
Robbery	0	0	0	1	2	0	0	0	0	0	0	0	3
Aggravated Assaults	2	2	1	0	0	0	2	2	3	0	0	1	13
Burglary	10	14	3	6	6	3	2	4	6	1	10	11	76
Theft	11	6	3	9	6	9	10	10	12	9	9	12	106
Auto Theft	3	3	2	2	2	5	4	8	2	3	1	1	36
Total	26	27	9	18	16	17	18	24	23	13	21	25	237

Arson	0	1	0	1									
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Other Offenses:

Vandalism	10	4	4	6	4	6	7	10	7	5	14	9	86
Simple Assault	2	3	7	3	7	4	6	6	6	3	4	6	57
Sex Offense	0	1	2	1	1	1	0	1	2	0	1	0	10
Child Abuse	0	0	0	0	2	0	0	0	0	0	0	1	3
Narcotic Violations	3	1	4	3	3	6	6	7	4	2	3	2	44
Other Felonies	2	4	0	1	2	5	10	11	13	1	3	7	59
Other Misdemeanors	2	0	4	3	3	6	16	22	24	16	5	18	119
Totals	19	13	21	17	22	28	45	57	56	27	30	43	378

Other Statistics:

Incident Reports	19	19	9	31	11	69	90	25	34	42	26	28	403
Traffic Collision- Fatal	0	0	0	0	0	0	0	1	0	0	0	0	1
Traffic Collision- Injury	3	5	1	2	0	1	0	2	2	2	0	0	18
Traffic Collision- No Injury	3	2	4	7	1	3	7	5	5	8	4	4	53
Total	25	26	14	40	12	73	97	33	41	52	30	32	475

Calls for Service	721	556	844	717	835	824	731	688	685	697	646	772	8716
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Arrests

Felony Adults	5	2	3	2	10	11	12	14	13	2	3	7	84
Misdemeanor Adults	24	19	12	8	10	19	14	16	20	12	9	14	177
Felony Juveniles	0	0	0	0	0	0	0	0	0	0	2	0	2
Misdemeanor Juveniles	0	0	1	0	0	0	1	0	0	0	1	0	3
Total	29	21	16	10	20	30	27	30	33	14	15	21	266

Traffic Citation Total	93	57	60	19	41	43	57	38	24	37	27	46	542
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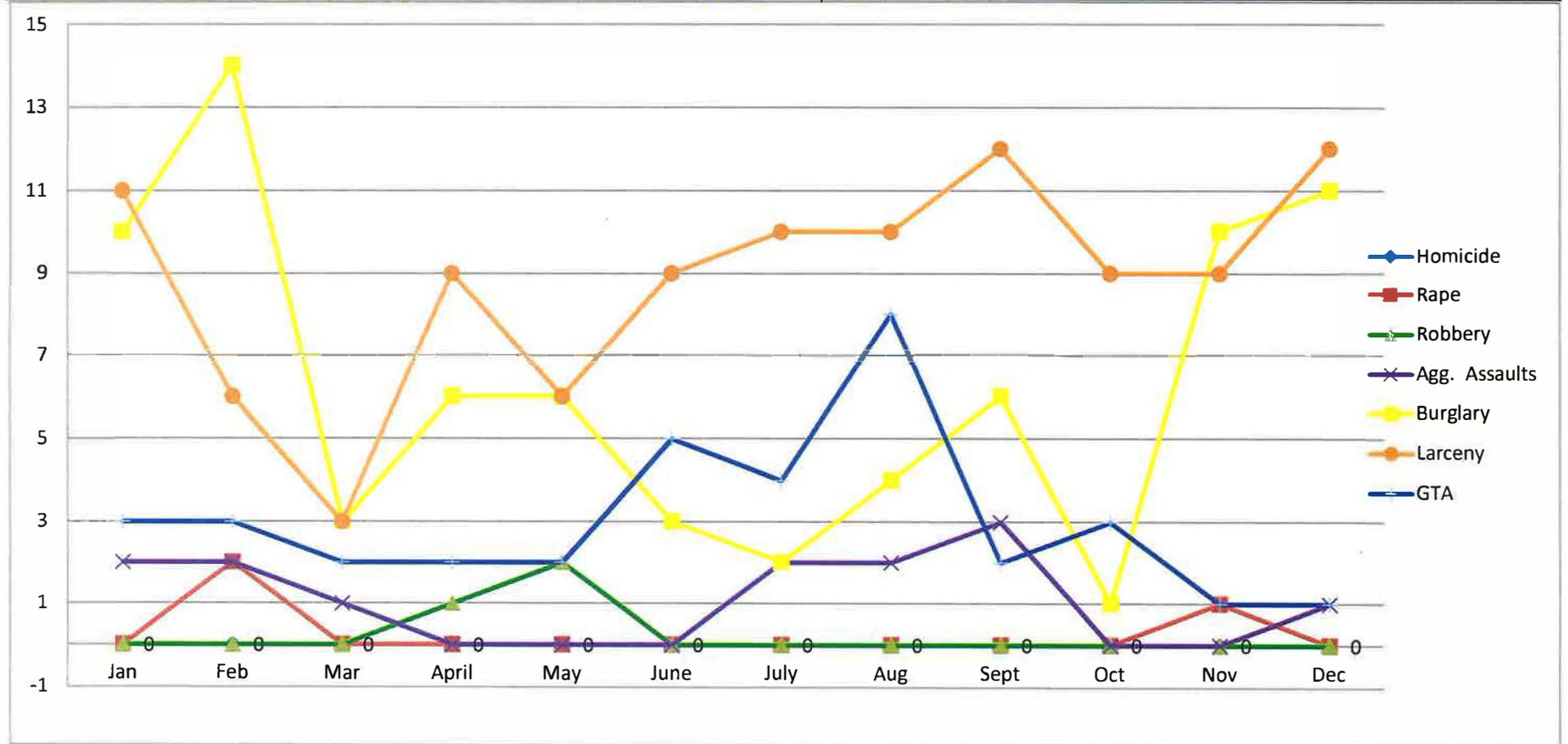
Motorcycle Hours	110	70	108	90	146	128	153	42	70	77	20	100	1114
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Volunteer Hours:

Public Safety Volunteer	21.5	18	33	18.5	60.5	28	70	23.5	19.5	26.5	29	81	429
Police Intern	0	0	51	83.5	20	44.5	30.3	0	1	68.5	82.5	26	407.3
Total	21.5	18	84	102	80.5	72.5	100	23.5	20.5	95	111.5	107	836.3
Total Facebook Likes	4322	4325	4349	4386	4416	4445	4516	4565	4580	4621	4682	4836	
Total Twitter Followers	60	66	70	72	73	78	81	82	85	88	93	140	
Total App Subscribers	1150	1160	1165	1173	1176	1180	1184	1192	1198	1200	1205	1208	

**Kingsburg Police Department
2019 Part I Crimes**

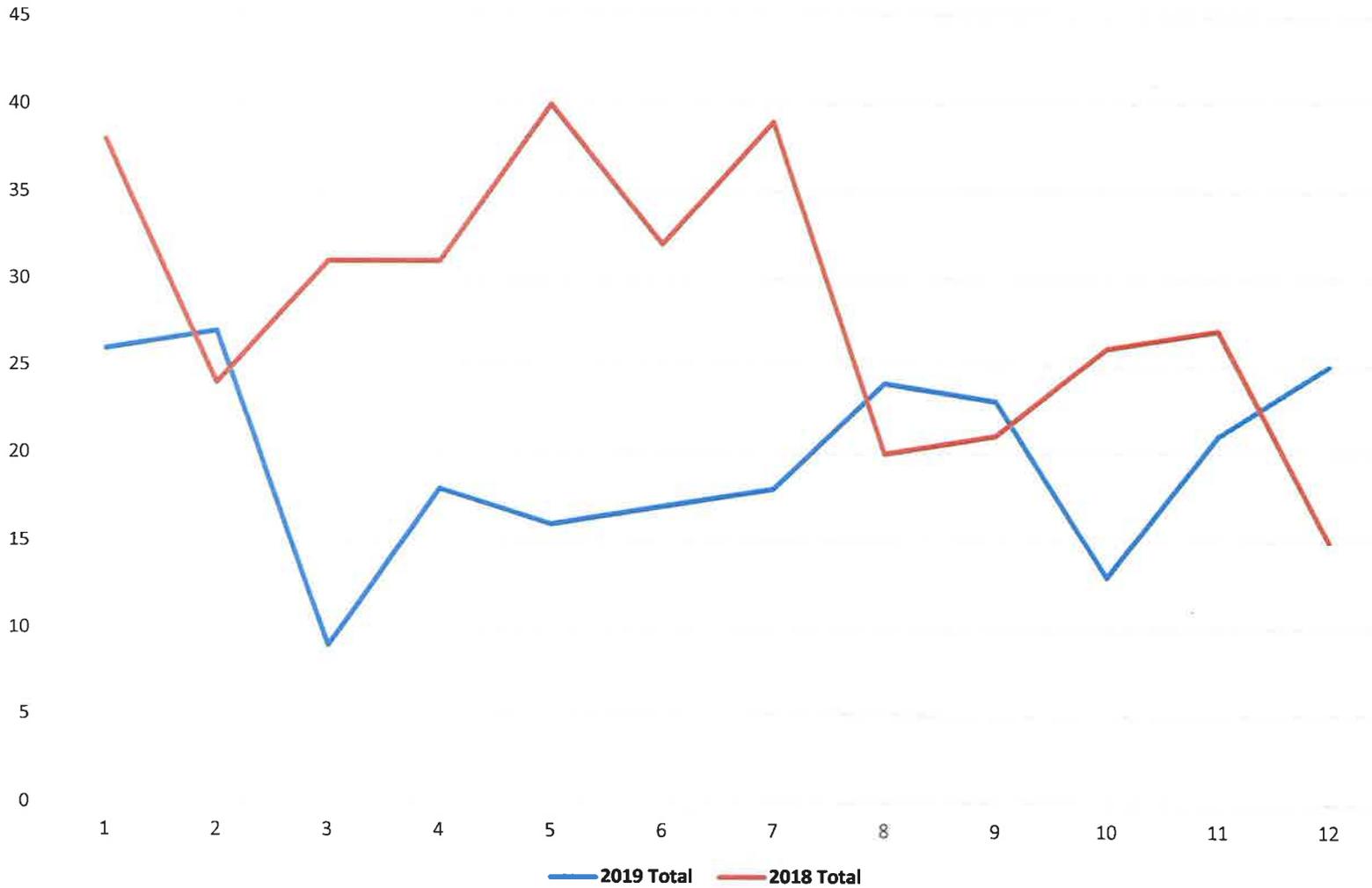
Part I Crimes	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Monthly % Change	2018	2018/2019%Change
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0%
Rape	0	2	0	0	0	0	0	0	0	0	1	0	3	-100%	5	-40%
Robbery	0	0	0	1	2	0	0	0	0	0	0	0	3	0%	5	-40%
Agg. Assaults	2	2	1	0	0	0	2	2	3	0	0	1	13	0%	28	-54%
Burglary	10	14	3	6	6	3	2	4	6	1	10	11	76	10%	129	-41%
Larceny	11	6	3	9	6	9	10	10	12	9	9	12	106	33%	124	-15%
GTA	3	3	2	2	2	5	4	8	2	3	1	1	36	0%	53	-32%
2019 Total	26	27	9	18	16	17	18	24	23	13	21	25	237	19%	344	-31%



**Kingsburg Police Department
2019 Part I Crimes**

Year	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	2018/2019
2019 Total	26	27	9	18	16	17	18	24	23	13	21	25	237	%Change
2018 Total	38	24	31	31	40	32	39	20	21	26	27	15	344	-31.00%

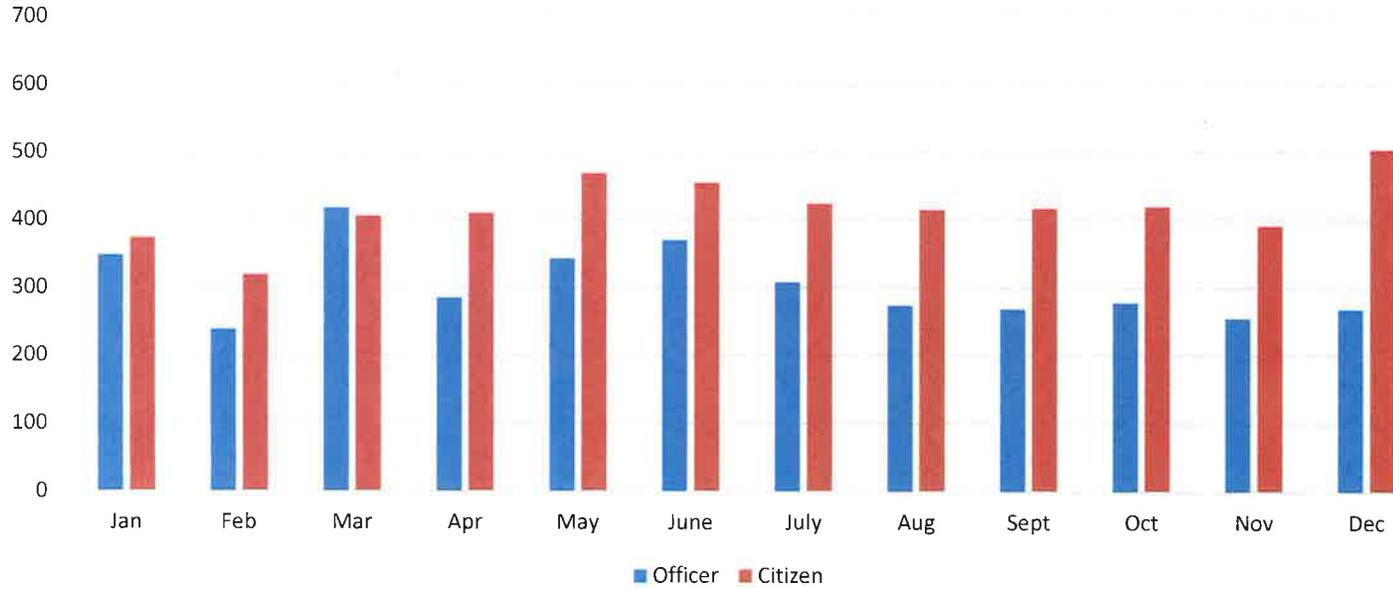
2018/2019 Part I Comparison



Kingsburg Police Department
2019

Initiated	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Monthly %
Officer	348	238	417	285	342	370	308	274	269	278	255	269	3653	5%
Citizen	373	318	405	409	468	454	423	414	416	419	391	503	4993	29%
TOTAL	721	556	822	694	810	824	731	688	685	697	646	772	8646	20%
Average Calls per Day	23.3	20	27	23	26	27	24	22	23	22	22	25		

2019 Calls for Service





Meeting Date: 01/15/2020
Agenda Item: 5.3

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & Council Members
REPORT FROM: Alexander J. Henderson, City Manager; ICMA-CM **REVIEWED BY:** AP
AGENDA ITEM: Model Home Policy Introduction

ACTION REQUESTED: Ordinance Resolution Motion Receive/File

EXECUTIVE SUMMARY

Over the past few years, the City’s Planning Commission and Council have approved over 500 single-family residential allocations. Developers have begun construction on several single-family lots, with more planned for the coming years, assuming market conditions continue.

As part of these new subdivisions, developers often prefer to construct ‘model homes,’ which offer potential buyers the opportunity to tour a new home when determining what to buy, as well as options to choose. Most production homes constructed today are often semi-custom, offering some level of variation while maintaining consistency in others.

In 2019, the city has issued 58 permits for single family housing (this includes the Summerlyn project in Tulare Co). These new developments present challenges with regards to the timing of construction versus the completion of off-site improvements (roads, sidewalks, lighting, etc.). Specifically, developers are attempting to complete several items simultaneously. For example, installing water lines while seeking permits for the construction of their model home(s). This can present challenges to staff, who want to ensure certain life-safety items are in place. While we may allow the developer to begin doing some foundation work on the model homes, we would not want them to bring combustible materials on site without first having the water lines and hydrants installed and operational.

For historical context, the city has previously entered into individual agreements with developers. However, the last such agreement occurred in 2007, and the housing market has changed significantly since then. Specifically, more developments include model homes, and are semi-custom. As such, staff believes the creation of a model home policy will allow us to set city standards that can be shared with all developers so that the expectation is clear prior to developing model homes, as well as moving forward with production homes. Having a set of consistent standards sets the course for both staff and developers alike. Included in your packet, we have included a DRAFT policy for your consideration. Comments from all departments have been included. We are not seeking action this evening, but rather are introducing the item to gather input. Staff has also reached out to developers that are currently in construction so that they can participate in the process.

Highlights include:

1. Model Home Construction
 - Lays out the timing process of issuance of building permits as it relates to required improvements.
 - Includes details about water infrastructure, hydrants, lighting, and plan approval.
 - Identifies ADA improvements that must be in place prior to utilization of model homes for the public.

2. Production Homes

- Identifies when developer may begin construction of production homes.
- Identifies the requirements for completing improvements prior to the issuance of production home permits. For example, the installation of all sidewalks prior to issuing the building permit.

Many of these issues stem from the timing and expectation of improvements. For example, if we were to issue a building permit for a production home prior to the completion of all improvements (sidewalks, lighting, etc.), a situation could occur where the house is complete, and a family is ready to move into a home without having sidewalks or lighting installed in the subdivision. This can put the city in the difficult position of withholding final occupancy. This becomes a long-term issue in a scenario where the market slows in the middle of the project build-out. We want to ensure that any and all homes that are occupied have all neighborhood amenities installed.

City Engineer, Dave Peters, will also be in attendance to help answer questions related to the process.

RECOMMENDED ACTION BY CITY COUNCIL

1. *Informational only. Seeking input from council regarding language.*

POLICY ALTERNATIVE(S)

1. N/A

STRATEGIC INITIATIVE

1. Ensure Financial Stability

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|-----------|
| 1. Is There A Fiscal Impact? | <u>NA</u> |
| 2. Is it Currently Budgeted? | <u>NA</u> |
| 3. If Budgeted, Which Line? | <u>NA</u> |

PRIOR ACTION/REVIEW

Historically, the city has entered into individual agreements, or has relied on the subdivision agreements to help provide guidance. In addition, many subdivisions did not include ‘model homes,’ which are now more prevalent.

BACKGROUND INFORMATION

See Executive Summary.

ATTACHED INFORMATION

1. DRAFT Model/Production Home Policy

ORDINANCE NO. 2020-____

AN ORDINANCE OF THE CITY OF KINGSBURG
ADDING CHAPTER 16.42 TO
TITLE 16 OF THE KINGSBURG MUNICIPAL CODE
PERTAINING TO THE CONSTRUCTION OF
MODEL HOMES AND PRODUCTION HOMES

The City Council of the City of Kingsburg does hereby ordain as follows:

Section 1. Title 16 of the Kingsburg Municipal Code are hereby amended by adding Chapter 16.42 to set forth the procedures and requirements for the construction of model homes and production homes in residential subdivisions in the City of Kingsburg.

Chapter 16.42
MODEL HOMES AND PRODUCTION HOMES

16.42.010 **Definitions.**

A. For purposes of this chapter, the following definitions shall apply.

1. A model home is a home without an identified buyer constructed for marketing purposes to show the design, structure and appearance of units in a residential development and shall not be sold, leased, financed or offered for sale until the final subdivision map for the residential development is recorded and a final certificate of occupancy is issued for the model home.

2. A production home is a home without an identified buyer built on speculation that shall not be sold, leased, financed, or offered for sale until a final subdivision map for the residential development is recorded and a final certificate of occupancy is issued for the production home.

3. For purposes of this chapter, and except as otherwise set forth in this chapter, model home and production home shall be collectively referred to in this chapter as "model home".

4. Subdivision means a single-family residential subdivision located within the city limits of the City of Kingsburg.

16.42.020 **Authority to building permits for model homes.**

A. Upon the recordation of the final subdivision map for a subdivision and the city's

1 approval of building plans for a maximum of four (4) model homes to be constructed on
2 specific lots located on the perimeter of the subdivision, the city may issue building permits
3 for construction of the model homes so long as all requirements identified in this chapter are
4 satisfied, as determined by the city, by the developer of the subdivision.

5 **16.42.030 Requirements for construction of model homes**

6
7 A. Before developer of a subdivision may commence construction of model
8 homes, the developer shall complete the following improvements:

9 1. All model home building pads must be completed and certified by the city
10 and all property hubs must be installed.

11 2. All streets leading to the model home must be fully installed with an all-
12 weather hard surface and all curbs and gutters and street lights must be installed along the streets.

13 3. All sewer, water and other underground utilities in the streets leading to
14 the model homes, stubbed to each model home lot constructed and installed concurrently with
15 the construction of the first model home.

16 4. Fully charged fire hydrants must be installed, fully operational and
17 located within 300 feet of each model home and approved by the city fire department.

18 5. Storm drainage facilities must be installed for the model homes and
19 approved by the City.

20 6. The biological testing (potable water tests) for the subdivision water
21 system shall be completed and approved.

22 7. "FIRE ACCESS ROAD" signs located at all entrances to the
23 subdivision and the streets where the model homes are located marked with 12" letters and
24 minimum 3/4" stroke width, in contrasting colors and background to sign verbiage.

25 8. Temporary address signs located at all subdivision access points from
26 existing streets must be posted with model home lot addresses marked with 12" letters and
27 minimum 3/4" stroke width, in contrasting colors and background to sign verbiage.

28 9. Security cameras installed and operating and covering:

- 1 a. Each model home.
- 2 b. The exterior perimeter of the model home lots
- 3 c. The street entrance points and street exit points for the model homes
- 4 and covering the entire streets where the model home lots are located.
- 5 d. All security cameras shall have a minimum 90-day video storage and
- 6 shall be accessible to the Kingsburg Police Department upon request.

7 10. Satisfaction of all ADA parking requirements as may be required by

8 the city building official.

9 11. Written evidence of payment of all required application and inspection

10 fees and charges and compliance with all conditions of third-party agencies including, but not

11 limited to Pacific Gas and Electric Company, Selma, Kingsburg, Fowler Sanitation District and

12 the San Joaquin Valley Air Pollution Control District.

13 12. Completion of design and construction of public parking and access to

14 the model homes.

15 13. Front yards of all model homes fully landscaped pursuant to the

16 subdivision landscaping plan.

17 14. No storage of combustible materials (e.g. framing material, raw

18 lumber, pre-fab trusses) of any kind in the subdivision until the fire hydrants identified above are

19 serviceable and passed portable water tests.

20 15. Such other requirements as determined necessary by the City.

21

22 **16.42.040 Authority to building permits for production homes.**

23 A. Upon the recordation of the final subdivision map for a subdivision and the city's

24 approval of building plans for a production home to be constructed on a specific lot located in

25 the subdivision, the city may issue a building permit for construction of the production home

26 so long as all requirements identified in Section 16.42.050 are satisfied, as determined by the

27 city.

28

1 16.42.050 **Requirements for construction of production homes**

2 A. Before developer of a subdivision may commence construction of production
3 homes, the developer shall complete the following improvements:

4 1. All production home building pads must be completed and certified by the
5 city and all property hubs must be installed.

6 2. All streets leading to production home must be fully installed except for
7 the final paving lift and all curbs and gutters must be installed along the streets. Streets lights
8 leading to the production homes must be installed and fully operational prior to occupancy of
9 any production home. Installation of the final paving lift for the streets in the subdivision and the
10 installation of the sidewalks in the subdivision must be completed and approved by the city prior
11 to issuance of certificates of occupancy for the production homes.

12 3. All sewer, water and other underground utilities installed in the streets in
13 the subdivision stubbed to each subdivision lot.

14 4. All fire hydrants in the subdivision must be installed, fully charged and
15 operational and approved by the city fire department.

16 5. Storm drainage facilities must be installed for the subdivision and
17 approved by the City.

18 6. The biological testing (potable water tests) for the subdivision water
19 system shall be completed and approved.

20
21 8. Temporary address signs located at all subdivision access points from
22 existing streets must be posted with production home lot addresses marked with 12" letters and
23 minimum 3/4" stroke width, in contrasting colors and background to sign verbiage.

24
25 10. Satisfaction of all ADA parking requirements as may be required by
26 the city building official.

27
28

1 11. Written evidence of payment of all required application and inspection
2 fees and charges and compliance with all conditions of third-party agencies including, but not
3 limited to Pacific Gas and Electric Company, Selma, Kingsburg, Fowler Sanitation District and
4 the San Joaquin Valley Air Pollution Control District.

5 12. Landscaping pursuant to the subdivision landscaping plan for each
6 production home must be completed prior to issuance of a certificate of occupancy for the
7 production home.

8 13. No storage of combustible materials (e.g. framing material, raw
9 lumber, pre-fab trusses) of any kind in the subdivision until the fire hydrants identified above are
10 serviceable and passed portable water tests.

11 14. Such other requirements as determined necessary by the City.

12 **16.42.060 Required improvements**

13 A. The requirements identified in Sections 16.42.030 and Section 16.42.050
14 shall be collectively referred to as the “required improvements”. The model homes and
15 production homes and the required improvements are hereinafter collectively referred to in this
16 chapter as “model improvements”.

17 B. All model improvements shall be constructed and installed in full
18 accordance with the model home building plans approved by the city and all applicable city
19 standards and specifications and all applicable city, state and federal laws, rules, regulations,
20 policies and ordinances, as amended from time to time. The construction and installation of all
21 model improvements will be subject to the city’s standard inspection procedures and
22 requirements, as amended from time to time. The issuance of the building permits for the model
23 homes shall in no way whatsoever be construed as the granting to the developer of the
24 subdivision any right to trespass upon land in the possession of, or owned by, any other person or
25 entity without the landowner’s prior written consent.

26
27
28

1 16.42.070 **Use of model homes.** The model homes may not be used or occupied by
2 the developer or any other person or entity until all model improvements have been constructed
3 and installed and approved by the City. No model homes may be sold until
4 the entire subdivision has been fully developed and sold out.

5 16.42.080 **Removal of model improvements.**

6 A. Should the developer fail, in any manner, to construct and install the model
7 improvements or operate the model improvements as required by this chapter, the developer
8 shall, within thirty (30) days after the date of written notice from the city, remove from the
9 subdivision any and all model improvements placed, installed or constructed in the subdivision
10 and the developer shall restore the subdivision to its condition prior to issuance of the building
11 permits for the model improvements.

12 B. Should the developer fail to comply with the provisions of this section
13 16.42.080, the developer unconditionally and irrevocably authorizes and permits the city, or any
14 of its duly authorized officers, employees, agents or contractors to enter upon the subdivision and
15 perform such removal and restoration. The developer shall indemnify, hold harmless and defend
16 the city, its officials, officers, employees, contractors and agents from and against any claims,
17 lawsuits, costs, liability, damages or expenses, including costs of suit and fees and expenses
18 including, without limitation, attorney fees, in any way related to city's removal of the model
19 improvements.

20 16.42.090 **Cost of removal of model improvements.**

21 Prior to the construction and installation of any model improvements, the developer
22 shall deliver to the city the sum of One Hundred Thousand Dollars (\$100,000) in cash or by an
23 irrevocable standby letter of credit or instrument of credit in the amount of One Hundred
24 Thousand Dollars (\$100,000.00) and in a form approved by the City, ("Removal Deposit"). The
25 Removal Deposit shall be used by city to pay the costs and expenses of the city's removal of the
26 model improvements as provided in section 16.42.080. If the cost of removal of the model
27 improvements exceeds the amount of the Removal Deposit, the developer shall pay to the city, in
28

1 cash, any amount which exceeds the Removal Deposit within thirty (30) days after the date of an
2 invoice from the city identifying the amount in excess of the Removal Deposit.

3
4 **16.42.100 Development fees.**

5 Prior to the construction and installation of any model improvements, the
6 developer shall pay to city any and all fees, including, without limitation
7 development fees, connection fees and capital facilities fees required by city in order to
8 commence construction of the model improvements.

9 **16.42.101 No vested rights.**

10 No vested rights or entitlements are conferred or granted to the developer or the
11 subdivision by the issuance of the building permits or by acceptance by the city of any model
12 improvements constructed by the developer within or upon the subdivision.

13 **16.42.102. Indemnification.**

14 A. To the fullest extent allowed by law, the developer shall indemnify, hold
15 harmless and defend the city and each of its officers, officials, employees, agents, volunteers and
16 contractors from any and all loss, liability, fines, penalties, forfeitures, costs and damages
17 (whether in contract, tort or strict liability, including but not limited to personal injury, death at
18 any time and property damage) arising or alleged to have arisen directly or indirectly out of the
19 developer’s construction and installation of the model improvements.

20 B. If the developer subcontracts all or any portion of the construction and
21 installation of the model improvements, the developer shall require each subcontractor to
22 indemnify, hold harmless and defend City and each of its officers, officials, employees, agents,
23 volunteers and contractors in accordance with the provisions of this section 16.42.100.

24 **16.42. Insurance coverage.**

25 A. Until all homes in the subdivision are sold, the developer shall maintain in full
26 force and effect the insurance described below with an insurance company(ies) either (i)
27 admitted by the California Insurance Commissioner to do business in the State of California and
28

1 rated not less than “A-VII” in Best’s Insurance Rating Guide; or (ii) authorized by the Central
2 Valley Risk Management Authority:

3
4 COMMERCIAL GENERAL LIABILITY insurance which shall be
5 at least as broad as the most current version of Insurance Services Office
6 (ISO) Commercial General Liability Coverage Form CG 00 01 and shall
7 include insurance for “bodily injury”, “property damage” and “personal
8 and advertising injury” with coverage for premises and operations
9 (including the use of owned and non-owned equipment), products and
10 completed operations, contractual liability (including indemnity
11 obligations under this Agreement), with limits of liability of not less than
12 \$5,000,000 per occurrence for bodily injury and property damage,
13 \$2,000,000 per occurrence for personal and advertising injury and
14 \$5,000,000 aggregate for products and completed operations.

15 The developer shall be responsible for payment of any deductibles contained in any
16 insurance policies required under this section 16.42.101.

17 B. The above described policy of insurance shall be endorsed to provide an
18 unrestricted 30 calendar day written notice in favor of the city of policy modification or
19 cancellation of coverage. In the event the policy is due to expire prior to the sale of all homes in
20 the subdivision, the developer shall provide a new certificate evidencing renewal of such policy
21 not less than 15 calendar days prior to the expiration date of the expiring policy. Upon issuance
22 by the insurer, broker, or agent of a notice of modification or cancellation in coverage, the
23 developer shall file with city a new certificate with all applicable endorsements for such policy.

24 C. The General Liability insurance policy shall be written on an occurrence form and
25 shall name the city, its officers, officials, agents, employees, volunteers and contractors as
26 additional insureds. Such policy of insurance shall be endorsed so the developer’s insurance
27 shall be primary and no contribution shall be required by the city. The policy shall contain a
28

1 waiver of subrogation as to city, its officers, officials, agents, employees, volunteers and
2 contractors. The developer shall furnish City with the certificate and applicable endorsements
3 for the required insurance prior to commencement of the construction and installation of the
4 model improvements.

5 D. If at any time, the developer fails to maintain the required insurance in full force and
6 effect, the developer shall immediately cease all work in the subdivision until written notice is
7 received by the city that the required insurance has been restored to full force and effect and that
8 the premiums therefore have been paid for a period satisfactory to the city.

9 E. If the developer subcontracts all or any portion of the construction and installation of
10 the model improvements, the developer shall require each subcontractor to provide insurance
11 protection in favor of City, its officers, officials, employees, agents and contractors in
12 accordance with the provisions of this section 16.42.100, and the subcontractors' certificates of
13 insurance and endorsements shall be on file with the developer and the city prior to the
14 commencement of any work by the subcontractor.

15 **Section 2.** This ordinance shall take effect thirty (30) days after its passage and shall be
16 published in the Kingsburg Recorder within fifteen (15) days after its passage.

17 **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Kingsburg
18 duly called and held on the ___ day of February, 2020 by the following vote:

19 AYES: Council Member _____

20 _____

21 _____

22 _____

23 _____

24 NOES: Council Member _____

25 ABSTAIN: Council Member _____

26 ABSENT: Council Member _____

27
28

APPROVED

Mayor

ATTEST: _____
City Clerk

STATE OF CALIFORNIA)
COUNTY OF FRESNO)ss
CITY OF KINGSBURG)

I, **ABIGAIL PALSGAARD**, City Clerk of the City of Kingsburg, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Kingsburg on the ___ day of February, 2020, and it was duly passed and adopted at a regular meeting of said City Council held on the _____ day of February, 2020.

Dated: _____
Abigail Palsgraad, City Clerk

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Meeting Date: 01/15/2020
Agenda Item: 5.4

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & Council Members

REPORT FROM: Alexander J. Henderson, City Manager; ICMA-CM **REVIEWED BY:** AP

AGENDA ITEM: Forgivable Loan Program – Development Incentive

ACTION REQUESTED: Ordinance Resolution Motion Receive/File

EXECUTIVE SUMMARY

The City has been consistently aggressive with public-private partnerships that help spur economic development and provide opportunities for long-term investment and improvement. The efforts have included the development of key incentive programs, including:

1. 25% reduction in impact fees for all new development
2. 50% rebate in City property taxes for new businesses for 36 months
3. 50% rebate in City sales tax for new businesses for 36 months
4. 21-day streamlined permit review and approval process
5. Additional impact fee reduction for new qualifying development in designated Business Improvement Zones (B.I.Z)
6. Façade/Alley Public/Private Partnerships Matching Grant Program
7. Micro-Grant Public/Private Partnership Matching Grant Program
8. Upper Floor Rehabilitation Loan Program

Each of the above programs have been widely used and well received. New development in the business park (Safe Food Alliance, California Controlled Atmosphere) and Light Industrial areas have utilized rebates and the B.I.Z. program. New market-rate apartments have been completed utilizing the Upper Floor Rehab Loan Program to help turn once decades-vacant space into desirable downtown living. Over thirty (30) businesses or business owners have taken advantage of the Façade/Alley matching grant program, infusing more than \$500,000 in new private investment into our downtown.

Council has encouraged new development and has sought new ways to help provide incentives that will create new investment, additional jobs and promote the vibrancy of the businesses and community. In early 2019, the council approved the creation of a new incentive fund, which utilized the residual property taxes that once went to the Kingsburg Redevelopment Agency (a full synopsis is available in the background section of this report). The Council designated these residual payments for the specific purpose of partnering with eligible businesses/property owners on projects that have a long-term benefit to the community. This fund is intended to provide flexibility based upon the individual needs of new/expanding business.

Currently, the incentive fund has a fund balance of \$218,024. Staff has also been approached by business/property owners inquiring as to which types of projects would qualify. As such, we have developed a program that would help to provide a consistent method of evaluation for determining which projects should be considered by council. The reason for this is to ensure all projects are evaluated equitably, and to provide a level of accountability as it relates to the utilization of taxpayer monies.

Each community has a different set of challenges when it comes to successful development. For Kingsburg, our centuries-old buildings provide historical value and ambiance, but also provide a challenge when attempting to bring them up to modern-day building code standards.

This program is designed to assist property owners with gap financing alternatives that promote the long-term economic sustainability for the City of Kingsburg. The Kingsburg City Council has designated “residual property tax funding,” to be utilized on development and/or rehab projects that would otherwise not occur. It is intended to maintain flexibility when considering potential improvement projects and their long-term benefit to a viable, diverse local economy. In order to streamline the application process and to provide clarity with regards to ‘pre-approved’ improvements, the following are proposed to be considered permitted (by right) improvements, with application approval made by staff:

1. ADA Improvements (path of travel and restroom);
2. Life Safety Improvements (Seismic and Fire suppression); these must be supported by plans provided by a respective licensed contractor/agent.

These types of improvements are often ‘required’ and can prohibit property owners from making necessary changes to a building, given the capital required to update older buildings and the expected return on investment through rental revenue. For example, a property owner may make the decision to not convert an existing space into a restaurant given the capital investment required (commercial kitchen, ADA restrooms, fire sprinklers). This program would help remove those barriers. In addition, these types of ‘permitted’ improvements add to the life safety and/or quality of life components of our downtown. Improving this infrastructure will assist with future rental opportunities as well as safe-guarding against a catastrophic loss due to fire or another natural event.

All other proposed funding applications would be evaluated by staff and require city council consideration before funding is approved.

Additional highlights of the program include:

- City Assistance – City will provide a 50/50 match for qualified improvements up to \$75,000. Amounts requested over \$75,000 will be considered by the City Council. Matching funds can be from private investment.
- Example: A building owner is contributing \$75,000 for sprinkler and structural building repairs. They can request funding for ADA improvements. For determining the 50/50 match, all building improvements will be considered as a whole as opposed to per improvement.
- Per Property Limit - Up to \$75,000 per property (unless council approves a larger amount).
- Program Budget – The RPTTF residual amount is dependent upon property tax collection. Currently, approximately \$150,000 is collected annually. Council can discontinue this program at any time.
- Property owner must be willing to keep the space for commercial use for a minimum of ten years after loan approval. The loan will be forgiven on a pro-rata percentage each year the space is kept in compliance.

The eligible area for proposed program is the Central Commercial Corridor.

Perhaps most importantly, the program calls for accountability measures that an applicant would have to abide by in order to participate. This includes a loan to value ration of no more than 80%, as well as securing the loan through a promissory note.

In addition, the program operates as a reimbursement program, meaning the loan will only commence if the project has been approved and the improvement has been completed and satisfactorily approved by staff. This provides additional security that the loan funds will be used for its intended purpose.

RECOMMENDED ACTION BY CITY COUNCIL

1. Informational only. Seeking input from council regarding potential amendments.

POLICY ALTERNATIVE(S)

1. N/A

STRATEGIC INITIATIVE

1. Promote Sustainable Development
2. Increase Retail Opportunities
3. Ensure Financial Stability

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|------------|
| 1. Is There A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | <u>NA</u> |
| 3. If Budgeted, Which Line? | <u>NA</u> |

PRIOR ACTION/REVIEW

Council created the residual incentive fund in January 2019. The revenues are now allocated separately in the city budget. Currently, no expenditures have been designated for any projects.

BACKGROUND INFORMATION

RDA History

Prior to 2011, California law allowed local governments to create redevelopment agencies that assisted in the economic redevelopment of various areas. RDAs served a form of tax increment financing. Cities could use the funds to help attract businesses to depressed areas, cleanup contamination, and make improvements to public areas to promote quality of life. In 2011, the California legislature passed AB 26, which essentially dissolved these agencies throughout the state. Their powers were ultimately vested into successor agencies, which were required to fulfill all outstanding obligations of the RDA.

After the dissolution of RDAs, the property taxes once that once went to the Kingsburg RDA are now placed in a county-wide Redevelopment Property Tax Trust Fund (RPTTF). The state recognized that RDA successor agencies are still required to fulfill financial obligations that were entered into prior to the dissolution of redevelopment. The City has an approved "Last and Final Recognized Obligation Payment Schedule (ROPS)" from the Department of Finance. As such, we receive an apportionment from the RPTTF to fulfill those obligations. If funds remain in the RPTTF after payments are made for each successor agency's ROPS, they are considered to be residual RPTTF funds, and are distributed proportionally to the taxing entities that would have received revenues from the former RDA project areas. The percentage of residual payments that Kingsburg receives can vary each year, with the past two years averaging 21.2%.

ATTACHED INFORMATION

1. DRAFT Forgivable Loan Program Guidelines
2. Central Commercial Zone Map

**CITY OF KINGSBURG
ECONOMIC DEVELOPMENT INCENTIVE**

**DEVELOPMENT BASED FORGIVABLE LOAN
PROGRAM GUIDELINES**



**PROGRAM PROPOSAL:
DEVELOPMENT BASED FOREGIVABLE LOAN PROGRAM**

Overview

This program is designed to assist property owners with gap financing alternatives that promote the long-term economic sustainability for the City of Kingsburg. The Kingsburg City Council has designated “residual property tax funding,” to be used for new development and/or rehab projects that would otherwise not occur without such funding. Prior to 2011, California law allowed local governments to create redevelopment agencies (“RDAs”) that assisted in the economic redevelopment of various areas. RDAs provided a form of tax increment financing. Cities could use the funds to help attract businesses to depressed areas, cleanup contamination, and make improvements to public areas to promote quality of life. In 2011, the California legislature passed AB 26, which essentially eliminated these agencies throughout the state. Limited RDA powers were transferred to successor agencies, which were required to fulfill all outstanding obligations of the RDA.

After the elimination of RDAs, the property taxes that once went to the Kingsburg RDA are now placed in a county-wide Redevelopment Property Tax Trust Fund (“RPTTF”). The state recognized that RDA successor agencies are still required to fulfill financial obligations that were entered into prior to the elimination of RDAs. The City has an approved “Last and Final Recognized Obligation Payment Schedule (ROPS)” by the California Department of Finance. As such, the City receives an apportionment from the RPTTF to fulfill the ROPS obligations. If funds remain in the RPTTF after payments are made for the ROPS obligations for each successor agency, the remaining funds are considered residual RPTTF funds and are distributed proportionally to the taxing entities that would have received tax revenues from the former RDA project areas. The City’s share of RPTTF funds will be used to fund this loan program. The program will operate as follows:

- City Assistance – City will provide a 50/50 match for qualified improvements up to \$75,000. Amounts requested over \$75,000 will be considered by the City Council. Matching funds can be from private investment.

Example: A building owner is contributing \$75,000 for sprinkler and structural building repairs. They can request funding for ADA improvements. For determining the 50/50 match, all building improvements will be considered as a whole as opposed to per improvement.

- Per Property Limit - Up to \$75,000 per property (unless council approves a larger amount).
- Program Budget – The RPTTF residual amount is dependent upon property tax collection. Currently, approximately \$150,000 is collected annually. Council can discontinue this program at any time.
- Property owner must be willing to keep the space for commercial use for a minimum of ten years after loan approval. The loan will be forgiven on a pro-rata percentage each year the space is kept in compliance.

Location

The property must be located within the Central Commercial District Corridor as identified on the attached map (“Corridor Map”).

Approved Projects

It is the desire of the City Council to maintain flexibility when considering potential improvement projects and their long-term benefit to a viable, diverse local economy. In order to streamline the application process and to provide clarity with regards to ‘pre-approved’ improvements, the following shall be considered permitted improvements, with application approval made by staff.

1. ADA Improvements (e.g. path of travel and restroom)
2. Life Safety Improvements (e.g. Seismic and Fire suppression); these improvements must be approved by the City.

Procedures

- Applicants must apply before Project construction begins (demolition may begin earlier) and will have twelve months to complete the Project after the application approval date.
- Projects must score a minimum of 10 points out of 17 to be eligible for consideration for the program.
- Property owners must submit an application and supporting documentation as required by the City.
- On a monthly basis, applications will be reviewed and evaluated based on the attached scoring criteria as may be amended from time to time by the City. If multiple Projects are submitted in one month, Projects will be ranked in scoring order from highest to lowest score. Projects that receive the most points will be approved for funding. Once the annual fund balance for the program is exhausted, funding will be unavailable until the next annual budget. If funds are budgeted for the next budget year, any approved but unfunded applications will be funded first to extent budget funds are available for the program. If two applications are received in the same month and receive the same amount of points and there is limited funding, funds will be awarded to the applicant that is first to have its application approved by the City.

Property Owner Qualifications

- Applicants and affiliated persons and/or entities for this program must not be delinquent in obligations to pay loans, fines, liens, or other obligations to the City of Kingsburg, as determined by the City.
- All other properties owned by applicant in Kingsburg must be in good standing and must be in compliance with all applicable Laws, as determined by the City.

Property Qualifications

- Eligible properties are properties used solely for retail or commercial uses. Owner will be required to maintain retail or commercial uses for a minimum of 10 years after completion of all improvements to the property.
- New construction is eligible if all other program requirements are met.
- Only owners of properties may apply under the program. Owners may make an application for more than one property.

- The property must be in area identified on the Corridor Map.
- Facades visible from the public right of way must be in an improved condition and comply with all applicable Laws. City funding under this program may not be used to improve facades, unless specifically approved by the City Council. Facades must be in a condition that does not detract from or change the architectural character of the building. When feasible, the original design of the facade should be restored so that it is contextually appropriate with the age and character of the building. Applicants may also participate in the City’s Façade/Alley improvement program, if eligible funding exists.
- The property must comply with all applicable Laws on the completion of the rehabilitation. The City will inspect the property to ensure compliance. The City will evaluate on a case-by-case basis an application for rehabilitating only a portion of the building as part of the submitted project. The use of green construction methods and energy efficient design is encouraged.
- The property must be in compliance with applicable City zoning regulations.
- The City has the right to inspect the property annually for a period of ten (10) years after completion to confirm appropriate uses and the building complies with all applicable Laws.

Rehabilitation Process

- Certified architectural drawings must be provided to the Building/Planning Department as part of the application process. When applicable, the Project should submit for Site Plan Review to ensure compliance with city standards (per municipal code).
- All applicable state and local permits must be acquired, and associated documentation must be supplied to the Building/Planning Department.
- Funding is provided on a reimbursement basis, contingent upon receipt of required documentation. Progress draws are allowed once a month for no less than 10% of the total amount of the program loan. A 10% retainage on all draws will be paid at the completion of the Project after the project receives an unconditional Certificate of Occupancy.
- All work must be completed by contractors licensed by the State of California. Contractors and subcontractors must also hold a City of Kingsburg business license and be in good standing under such license prior to the commencement of work.

Funding Terms/Scope of Work

- The City will fund up to 50% of the total cost to finance City approved improvements based on funding availability (not to exceed \$75,000) for eligible expenses).
- Loans will be documented as follows:
 - The Loan will be evidenced by a secured promissory note (“**Promissory Note**”) and a first deed of trust (“**Deed of Trust**”) prepared by the City. If the Deed of Trust will not be a first Deed of Trust recorded against title to the property, eligibility to participate in the program will be determined by the City on a case-by-case basis.

- Annual Promissory Note payments will be forgiven so long as the property owner complies with all provisions of the Development Agreement, Promissory Note and Deed of Trust and the property continues to be used solely for retail/commercial uses for a period of ten (10) years.
 - The loan to value ratio for all debt secured by the property on the date of recordation of the Deed of Trust shall be no greater than 80%, which must be supported by an appraisal approved by the City prior to funding. If a loan to value ratio greater than 80% is proposed, outside collateral sufficient to provide 80% loan to value ratio will be required. Personal guarantees may be required for additional collateral and will be evaluated on a case-by-case basis
 - Proposed improvement costs will be evaluated based upon submitted quotes for work, as well as City staff estimates and comparisons to construction costs of similar projects.
 - The applicant and applicant's construction and development team must have capacity to complete the project as demonstrated by past projects.
 - A title company is selected by the City shall issue a lender's policy of title insurance to the City insuring the Deed of Trust as a first Deed of Trust recorded against title to the Property (or a junior lien approved by the City). The applicant shall pay all escrow fees, cost of the lender's policy of title insurance, recording fees and associated fees and costs.
- Non-compliance with program requirements includes but is not limited to, failing to comply with all applicable Laws, including, without limitation, City property maintenance requirements, failing to timely pay all real property taxes and assessments; default under any lien, encumbrance or deed of trust recorded against title to the property; failing to complete the project within the timeline approved by the City and failure to maintain the space for commercial purposes.
- The City and the property owner will execute a development agreement ("**Development Agreement**") that will outline the requirements and conditions of program performance, including timelines and scope of work. A property owner's breach of any provision of the Development Agreement shall constitute a breach under the Promissory Note and Deed of Trust.
- The City will inspect the property and identify all Law violations. All violations must be corrected new development or Rehab specifications and plans will be reviewed and approved by the City. All work must be performed in accordance with all applicable Laws.
- The Promissory Note and Deed of Trust will contain a due on sale provision requiring the payment of the remaining principal balance of the Promissory Note if the property is sold prior to the expiration of the ten (10) year term of the Promissory Note. However, the City will consider waiving enforcement of the due on sale provision and transferring the loan to a new owner if the prospective new owner and the property after sale, satisfies the program requirements outlined in this document. Any request by the property owner for the City's waiver of the due on sale provision must be made in writing and delivered to the City at least forty-five (45) days prior to close of escrow along with a copy of any Purchase Agreement, Escrow Instructions and related documents and any other documents requested by the City. The new owner must agree to allow the City to continue inspections throughout the entire ten (10) year term of the Promissory Note,

and must executed an Program Assumption Agreement in a form acceptable to the City, specially assuming all obligations of the prior owner of the property under this Program, the Development Agreement, the Promissory Note and the Deed of Trust.

Eligibility

- All property owners in the designated area on the Corridor Map are eligible to apply. A conflict of interest may exist if an applicant or the applicant's immediate family is an employee, agent, consultant, officer or elected or appointed official to the City of Kingsburg, or if the applicant is an entity and its owners, shareholders, members or partners are any of the above-identified persons:
- If a conflict of interest exists, as determined by the City, the applicant must identify the potential conflict and, if applicable, recuse themselves from any vote or consideration of a proposed loan application.

SCORING CRITERIA

City funds as percentage of total improvement costs	50%	1
	>25% to 49.9%	2
	25% or less	3
Scale of renovation	Improvements will benefit a building that has 80-100% occupancy/lease but promotes new potential diversified commercial uses.	1
	Improvements will benefit a building that has 50%-80% currently leased/occupied commercial tenants.	2
	Improvements will benefit a building that has less than 50% currently leased/occupied commercial tenants.	3
Contributing building	The façade of the building needs restoration but will not be restored as part of the project	0
	The building façade is currently being restored or will be restored as part of the overall improvements.	2
Conversion	After renovation, non-intensive commercial activity, i.e. storage space, will remain inactive on the retail level	0
	Loan funds will be used to finance improvements related to the conversion to active commercial space.	2
Proposed Use	Improvements will upgrade existing commercial use of office/professional occupancy	1
	Improvements will upgrade existing commercial use of retail/restaurant occupancy	2
	Improvements will upgrade <i>convert</i> existing commercial use to retail/restaurant occupancy	3
Quality of Life Components	Project does not include any quality of life components.	0
	Project incorporates shared space or outdoor use (outdoor dining, etc.) that promotes activity.	2
Life Safety Improvements	Loan request is not for life safety related improvements.	0
	Loan request is for life safety related improvements.	2

APPENDIX “A”
PROGRAM UNDERWRITING GUIDELINES

Feasibility Analysis:

Project Viability

- Documentation of sufficient funding, including City funds, to cover all costs identified in the project’s sources and uses form
- Information on past projects of similar scope to demonstrate applicant has ability to complete the project

Project Readiness

- Other funds are committed or will be committed within a reasonable period after application for rehab funds.
- Site control
 - Fee simple title at time of application and all times thereafter.
 - If not owned, must have enforceable right or option to purchase at time of application.
- Financial Analysis
 - Development Feasibility
 - Project development costs as provided by applicant reviewed by City staff to determine if reasonably based on similar projects and City staff estimates of cost
 - Operational Feasibility
 - Project cash flow from operations or renovations of the building
 - Project must show positive retail/commercial net cash flow for a period of 10 years operating costs must be reasonable
 - Underwriting - Project falls within the underwriting criteria established by the City in this Appendix “A” as amended from time to time

SUMMARY OF FEASIBILITY GUIDELINES

DEVELOPMENT

Criteria	Ranges-Limits
Maximum City Assistance	Up to 50% of total development cost. Maximum total loan is \$75,000.
Collateral Requirements	Loan to value ratio no more than 80% If greater than 80% outside collateral to provide 80% loan to value ratio may be required
Construction Hard Costs	Minimum 75%
Developer fee (percent of Total Development Cost, not including developer fee)	Maximum 15%



VENTURA

VENTURA

10TH

12TH

16TH

18TH

UNION

UNION

TULARE

1800

SIERRA

SIERRA

WASHINGTON

WILLIAM

ELLIS

SMITH

DRAPER

18TH

19TH

20TH

QUINCY

RIVERSIDE

PLUMAS

PLUMAS

ORANGE

CALIFORNIA

MARION

ELLIS

LEWIS

EARL

LINDQUIST

20TH

NEVADA

MARIPOSA

MARIPOSA

LAKE

CHURCH

LEWIS

CA-99 NB
CA-99 SB

SIMPSON

BILROY

KERN

KERN

10TH

11TH

12TH

ROOSEVELT

ROOSEVELT

EULAM

RAYSER

RAYSER

7TH

WARKENTIN

LAUREL



Meeting Date: 01/15/2020
Agenda Item: 5.5

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council
REPORT FROM: Community Services Director Adam Castaneda **REVIEWED BY:** AP
AGENDA ITEM: Kingsburg Tri-County Health Care District Grant Cycle
ACTION REQUESTED: Ordinance Resolution Motion Receive/File

EXECUTIVE SUMMARY

The Kingsburg Tri-County Health Care District provides grants to various public and private organizations that provide health related services to the Kingsburg community and surrounding area. Grants are awarded for any purpose allowed by state law, including to provide assistance in the operation of free clinics, health education programs, wellness and prevention programs, rehabilitation, and any other health care groups and organizations, which are necessary for the maintenance of good physical and mental health in the Kingsburg community and surrounding area. Each year in January the Board approves a list of needed health services and programs which grant applicants can focus upon in applying for grant funding. May 1 is the deadline for the District to receive grant applications for the health services and programs identified by the Board or other health services and programs which the applicant desires to have funded. The Board will act on grant applications in June, unless the Board acts to set a different schedule or to extend the time within which to act on applications.

Staff is seeking Council input and direction regarding the City of Kingsburg seeking grant funds from the Kingsburg Tri-County Health Care District during this upcoming cycle. The City of Kingsburg has partnered with the District on multiple projects over the last several years for the purchase of public safety equipment and public recreation improvements. A few examples include;

Kingsburg Community Services – Crandell Swim Complex Project – 2019	\$434,937.00
Kingsburg Community Services – Athwal Park Improvements Phase I – 2019	\$600,000.00
Kingsburg Fire Department - Autoload Cots and ECG Monitors – 2018	\$126,505.00
Kingsburg Police Department - Patrol Vehicle and Officer First Aid Kits – 2018	\$6,007.70
Kingsburg Fire Department - New Ambulance – 2017	\$250,000.00

RECOMMENDED ACTION BY CITY COUNCIL

1. Staff is seeking input from the council on potential projects and if council wishes to have staff compile a list for consideration.

POLICY ALTERNATIVE(S)

1. The council could not approve the request.

STRATEGIC INITIATIVE

1. Provide Recreation Opportunities for All Ages.
2. Improve Public Safety

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|-----------|
| 1. Is There A Fiscal Impact? | <u>No</u> |
| 2. Is it Currently Budgeted? | <u>No</u> |
| 3. If Budgeted, Which Line? | N/A |

PRIOR ACTION/REVIEW

None.

ATTACHED INFORMATION

1. KINGSBURG TRI-COUNTY HEALTH CARE DISTRICT GRANT POLICY, PROCEDURES, GUIDELINES AND FORMS

KINGSBURG TRI-COUNTY HEALTH CARE DISTRICT GRANT POLICY, PROCEDURES, GUIDELINES AND FORMS

1. Scope and Application

These materials constitute the Kingsburg Tri-County Health Care District's ("**District**" or "**KTHCD**") grant policy, procedures, guidelines and mandated forms (the "**Policy**") for grant applications and grant awards, except in awards involving less than an aggregate of \$10,000 if the District's governing Board of Directors ("**Board**") expressly finds, based upon substantial evidence, good cause to waive to any degree the requirements and/or procedures found herein without substantially compromising the objectives and goals of this Policy. The Board shall not regularly waive the requirements and procedures of this Policy, particularly where full compliance is reasonably achievable in the absence of extraordinary circumstances. This Policy is intended to apply prospectively only to all new grant awards and shall not apply to grant awards which were previously approved by the Board, even if any such prior grants award has not been fully disbursed.

Grant awards shall be for any purpose allowed by state law, including to provide assistance in the operation of free clinics, diagnostic and testing centers, health education programs, wellness and prevention programs, rehabilitation, aftercare and any other health care services provider, groups and organizations, which are necessary for the maintenance of good physical and mental health in the communities served by the District. This also includes providing assistance in the operation of, one or more health facilities or health services, including, but not limited to: outpatient programs, services, and facilities; retirement programs, services, and facilities; chemical dependency programs, services and facilities; or other health care programs, services and facilities and activities at any location within or outside of the District, for the benefit of the District and the people served by the District. For purposes of this Policy, "health services and programs" refers to these and all other services and programs which can lawfully be funded by the District.

The amount of each grant awarded will, in part, be based upon the amount of funds available to the District for such purposes at the time of the grant award. The District shall not disburse any grant funds without a written grant agreement having been duly approved and signed by both the grantee and the District. The District may at any time withdraw any grant award without cause before a written grant agreement is signed by the grantee and the District.

2. Policy Review and Approval

This Policy, adopted by Board of Directors resolution, will be reviewed biennially by the Board of Directors or designated committee to ensure it remains current and complies with all applicable laws. It is the intention of the Board that any modifications to this Policy will be reviewed and approved by the Board, unless otherwise directed by the Board in writing. Any and all modifications to this Policy must be adopted by Board resolution.

3. Objectives and Goals

This Policy is intended to comply with section 32139 of the California Health and Safety Code and to accomplish each of the following objectives:

- A. Improve access to health services and programs, enhance the health of the community and improve health knowledge and education of residents of the District at little, no or reduced cost to them.
- B. Attracting highly qualified grant applicants.
- C. Ensuring a sufficient nexus between the allocation of grant funding and the health care mission of the District.
- D. Implementation of a sufficient process to ensure awarded grant funding is spent consistently with the grant application and the health care mission of the District.
- E. Build sufficient capacity in local organizations which are effective in responding to the health needs within the District.
- F. Ensure compliance with all applicable federal and state laws.

4. Overview of Grant Application and Award Process

Unless another deadline is set by action of the Board, each year in January the Board shall approve a list of needed health services and programs which grant applicants can focus upon in applying for grant funding. Additionally, or alternatively, the Board may at any time solicit proposals for any specific health services and programs by issuing a Request For Proposals with additional and/or

different requirements than those specified within this Policy. In approving a list of needed health services and programs, the Board shall consider all oral and written input received from the District's residents prior to and during the meeting at which the list is approved, including any District survey results, if any, advisory committee recommendations and publicly available information and statistics.

Each year, May 1 or, if that date occurs on a weekend or legal holiday, the first business day thereafter, shall be the deadline for the District to actually receive grant applications for the health services and programs identified by the Board, if any, or other health services and programs which the applicant desires to have funded. This shall also be the deadline for the District to receive all proposals in response to any Request For Proposals issued and posted at least thirty (30) days prior to the deadline, if no deadline is specified. Responses to each Request For Proposals must also be accompanied by, or be submitted in the form of, a formal grant application, unless otherwise indicated within the Request For Proposals. For any Request For Proposals issued less than thirty (30) days before the grant application deadline, if no deadline is specified, then the deadline for the District's actual receipt of an applicant's proposal and grant application shall be the later of the deadline subsequently set by the District (if any) or thirty (30) days after issuance or, if that deadline date occurs on a weekend or legal holiday, the first business day thereafter. Applications received after the deadline shall be discarded or returned unless the Board in its sole and absolute discretion waives the untimeliness.

The Board shall act on grant applications within June of each year, unless the Board takes action to set a different schedule or to extend the time within which to act on applications. The Board may at any time, for all or any particular grant application(s), require or waive an oral and/or in-person presentation to the Board by the grant applicant, as a prerequisite to acting upon their grant application. Each grant awarded shall be for one or more fiscal years, which shall coincide with the District's fiscal year which begins each July 1.

Notification of grant awards shall be made by both U.S. mail and either email or facsimile. Notification by email or facsimile shall be deemed received by the grantee on the first business day after successful transmission. No later than ten (10) business days after receipt of written notification of an award of grant funds, the grantee must agree to the terms of, and duly sign, the District's grant agreement in the form attached to this Policy as **APPENDIX B**. If the grantee does not timely agree to the terms of the grant agreement within **APPENDIX B**, the grantee shall be deemed to have waived their grant award, the District shall not be authorized to distribute any grant funds to that grantee and may reconsider any other grant application for a grant award. Any written request by a grantee to

renegotiate any of the terms of **APPENDIX B** shall be deemed an immediate voluntary waiver of the grantee's grant award, unless the District's Board expressly grants relief from such waiver.

The Board is the final authority in determining the amount of funding to be provided and therefore the amount of grant funding awarded may be more or less than that requested in any application.

5. Selection Criteria and Process

The Board is the final authority in accepting the eligibility of applicants for grant assistance. Grant applications will be reviewed by the Board or its designee, which may include a Board committee and/or consultant, who shall initially consider: the amount of funding as it relates to the scope of the health service or program proposed; the most cost-effective use of District resources; and the probable impact of the proposed health service or program. This initial review shall be undertaken for the purpose of making recommendations to the Board who shall make a final decision in its sole and absolute discretion based upon these and other relevant criteria. The additional criteria which must be considered both in formulating initial recommendations to the Board and by the Board in making a final decision shall include but is not limited to:

- A. Competence and Commitment:** Whether the applicant has demonstrated a record of sufficient competence and capacity to address identified health needs, including a strong commitment of service to the residents of the District.
- B. Scope of Service or Program:** The anticipated number of individuals to be served and volume of services to be provided, including the degree to which the health service or program will focus on underserved populations, address health disparities and achieve particular types of health needs identified by the District during the present grant cycle, if any.
- C. Measurability of Results:** Whether the service or program includes elements which document metrics and other information which can be utilized to evaluate the service or program, including use of evaluative tools such as surveys, case management forms and registries.
- D. Budget:** Whether the applicant included detailed and realistic budget based upon known costs, including actual quotes from third-party providers of goods, services and facilities.

- E. Matching Funds:** The amount of matching funds the applicant will commit for the health service or program proposed.
- F. Other Sources of Funding:** Whether the applicant has other sources of funding (e.g. grant and operational) available for the health service or program proposed.
- G. Sustainment of Service or Program:** Whether the applicant has or can develop reliable sources of future revenues in order to sustain the health service or program proposed on an ongoing basis and with less or no further funding from the District. Except in particular cases where the Board has otherwise approved a specific resolution to the contrary, the District does not provide long-term, permanent, annual or recurring grant funding for any health service or program. Therefore, grant applicants who have the financial and organizational potential to sustain a project after the District's funding has ended will tend to have a greater chance of being awarded grant funding.
- H. Corporate Status:** Whether the grant applicant is a governmental entity, non-profit corporation or for-profit organization. Grant funds shall not be awarded to foreign corporations, individuals and unincorporated or unregistered associations or entities. Entity status must be in good standing with state and local governments. For-profit organizations shall not qualify for grant funding unless they are a sole-source for a particular health service or program which is in significant demand within the District or can clearly demonstrate that they can provide a desired health service or program at a significantly lower cost than their non-profit and government competitors.
- I.** Whether the applicant and/or the proposed health service or program is or will be integrated with a public or private provider network within the District.
- J. Nature of Service or Program:** Whether the grant will focus on direct health services or educational programs.
- K.** Whether the grant funding will be used to supplement or provide operating support for the provision of health services and programs, as opposed to use for capital costs (of another governmental agency).

- L. Other factors which may be raised by the public or other Board members prior to the Board reaching a decision on the grant application.

6. Prohibited Uses of Grant Funds

Grant funds awarded by the District must not be used for any of the following:

- A. Capital Improvements:** Non-profit and other private grantees shall not use any grant proceeds to fund construction of improvements to real property, including major fixtures. Only governmental entities who received a grant award may use grant funding for capital improvements provided that the facilities are and remain publicly owned and the grantee agrees to record appropriate real property covenants, conditions and restrictions which prohibit the sale or transfer of any interest in that real property to any private person or entity and restricts the use of the real property for purposes other than those identified within the grant application and award, for an appropriate period of time not less than twenty-five (25) years.
- B. Matching Funds:** Grant funds awarded by the District shall not be used as matching funds for other grants unless all of the funding from the other grant(s) shall be expended entirely within the boundaries of the District.
- C. Administrative Costs:** To pay for cost of administration of the grant, including any outside audit which might be required, exceeding ten percent (10%) of the total grant award.
- D. Supplanting Existing Funds From Any Source:** The District prohibits recipients of District grant funds from replacing federal, state, local or their own funds with District grant funds. Existing funds for health services and programs and its activities must not be displaced by District grant funds and reallocated for other organizational expenses. However, supplementing, that is, adding District grant funds to what is available in federal, state, local or grantee funds, is acceptable. The District reserves the right to expressly waive this restriction in its sole and absolute discretion.
- E.** Lobbying or other direct or indirect expenditure for activities which support, advocate or influence any election.
- F.** Awards to private or corporate grant-making foundations.
- G.** Awards to start or increase an endowment fund.

- H. To satisfy or otherwise retire a previously incurred debt.
- I. Purely scientific or non-trial research.
- J. Grants for religious activities. This does not preclude organizations from applying for grant funding for qualifying non-religious health services and programs.
- K. Other activities which the District specifies in a grant award letter or grant agreement.

7. Contents of Grant Applications

Each applicant for District grant funding must submit an application which includes but is not limited to the District's standard grant application form found in **APPENDIX A** to this Policy. All sections of the application form must be completed. Any attachments must be referenced or incorporated into the application form.

Each grant application shall be reviewed by the District to determine whether it provides the information and documentation required by this Policy. At a minimum, each grant application must include:

- A. Basic Background:** A brief description of the applicant's organization including a list of the members of its governing body, officers and an organization chart which shows all affiliates and the internal management structure of the applicant. An "affiliate" includes: (i) a corporation which directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with the applicant (such as a subsidiary, parent or sister corporation); and (ii) each partnership in which the applicant, or any affiliate of the applicant, is a partner. For non-profits, a copy of the organization's formal tax-exemption determination letters from the Internal Revenue Service ("**IRS**") and the California Franchise Tax Board must be included.
- B. Other Affiliations:** A list of all affiliations with for-profit entities, if any. "Affiliation" means an association or working relationship between the applicant and any for-profit entity for the provision of services by, for or on behalf of the applicant. An affiliation under this Policy does not include donations and other voluntary contributions (whether monetary or in-kind)

to the applicant, or the provision of routine support services, such as utilities, purchase of routine supplies, banking or financial services by commercial banks or lenders, accounting or legal services, or commercial leases of space or equipment.

- C. Collaborator Statements:** Letters of commitment from each and all other organizations which intend to collaborate on the proposed health services or program, including their statements of organizational, financial and/or staff commitments.
- D. Amount Requested:** The amount of grant funding requested.
- E. Existing Services/Programs:** A brief summary of the existing services and programs provided by the applicant.
- F. Proposed Service/Program:** A description of the service or program proposed by the grant applicant, including its primary goals and objectives.
- G. Past and Future Budgets and Financials:** The total budgeted operational and capital costs for the health service or program for the preceding year, audited financial statements for the preceding year, a projected budget for the year which is in progress and a proposed budget for those portions of the health service or program to be funded with any portion of an award of District grant funding. All operational and capital uses of grant funds must be identified.
- H. Annual Audit Report:** A copy of the applicant's most recent independent audit (including management letters) and, for non-profits, the most recent IRS Form 990.
- I. Grant Period:** Each grant application must have a proposed grant period within which grant funds would be expended, though the actual term of a grant award may vary from that period, including a timetable for the payment and use of grant proceeds which takes into account anticipated changes in the grant program, if any, during the grant period. For example, if the proposed service or program involves minor children who attend public schools which do not have summer sessions, the impact of that change should be anticipated.
- J. Signature:** Certification that the applicant has entirely read this Policy and the standard grant agreement attached as **APPENDIX B**, agrees to the terms and conditions in both and, if awarded a grant, will execute the

standard grant agreement once it is finalized with the details of the grant award.

8. Grant Conditions

Each award of District grant funds is subject to the following conditions and any failure to satisfy any of them shall entitle the District to both withhold future disbursements of grant funding and the return of all grant funding already disbursed:

- A. Non-Discrimination:** Each applicant and grantee must not engage in any form of discrimination which inconsistent with its tax-exempt status (if applicable) or with federal, state and local civil rights laws and ordinances.
- B. Corporate Status:** Maintain in good standing the same tax-exempt, public agency or other corporate status which is noted in the grant application during the entire grant period.
- C. Permits, Licensing and/or Registrations:** Maintain all required governmental registrations, licenses, permits and approvals for the grantee's organization, staff and health services or program during the grant application process and throughout the entire grant period.
- D. Attribution:** Each grantee must comply with the District's attribution requirements for grant funds, which is attached to the standard grant agreement attached as **APPENDIX B**.
- E. Operations:** Implement the grant funded health service or program in a manner designed to avoid or reduce duplication of effort and in the manner described by in the grant application and grant award.
- F. Other Conditions:** Based upon the type of grantee, the nature of the health service or program funded or other relevant factors, the District may impose other and/or additional special written conditions on any grant.

9. Reporting Requirements

Grantees must cooperate in efforts undertaken by District to evaluate grantee effectiveness and use of the grant funds, which in some cases may include a grantee's participation in and compliance with on-site evaluation and grant monitoring procedures, including interviews of grantee's staff by the District,

usually when grant funds are awarded for purposes other than to fund acquisition or upgrading of equipment.

Each grantee must submit to the District interim reports and a final report, including narrative information and full financial accounting of the expenditure of all of the grant funds, according to the report schedule set forth in the grant agreement within **APPENDIX B**. All grantee reports shall become the property of District.

A certification must be signed by the chief executive officer or chief operations officer of the grantee certifying compliance, during the reporting period, by the grantee with all of the terms of the grant agreement between the grantee and the District.

APPENDIX A

GRANT APPLICATION

**PLEASE COMPLETE AND RETURN WITH REQUIRED DOCUMENTATION AND INFORMATION
REQUIRED UNDER THE DISTRICT'S GRANT POLICY, PROCEDURES AND GUIDELINES**

Provide the following information for the grant applicant and for all partnering and/or subcontracting entities, if any. Use a separate attachment or page for each item below, as necessary, to fully describe information required. Please indicate "See Attachment" where appropriate.

Applicant: _____

Subject of Request: _____

Intended Use of Funds in Detail: _____

Describe how intended use of funds will further delivery of health services within the District: _____

Amount Requested \$ _____ Grant Period: _____

Address: _____

(City) (State) (Zip)

Individual Accountable For Funds:

Name: _____ Title: _____

Telephone: _____ Facsimile: _____

E-Mail: _____

Years in business: _____ Number of employees: _____

Business Licenses, Certifications or Registrations #: _____

By signing below, the undersigned hereby certifies under penalty of perjury that: (1) the information contained within this this application is true and correct to the best of my personal knowledge, information and reasonable belief; (2) the grant applicant has read and is familiar with all of the District's grant policies, procedures and guidelines; (3) the grant applicant hereby waives each and all claims and right(s), if any exist, to in any form appeal or otherwise legally challenge each and all decisions of the Kingsburg Tri-County Health Care District pertaining to this grant application; and (4) the governing body of the grant applicant has duly authorized me to sign this grant application.

Printed Name: _____ Signed _____ (date) _____ Total pages attached _____

APPENDIX B

GRANT AGREEMENT

I. INTRODUCTION

THIS GRANT AGREEMENT (“**Agreement**”), is entered into between the KINGSBURG TRI-COUNTY HEALTH CARE DISTRICT, referred to as “**DISTRICT**,” and the _____, referred to as “**GRANTEE**,” with reference to the following:

II. RECITALS

- A. WHEREAS, the DISTRICT is a California local health care district organized and existing pursuant to Health and Safety Code §§ 32000 *et seq.*;
- B. WHEREAS, the GRANTEE is corporation...;
- C. WHEREAS, the GRANTEE operates a full-time...;
- D. WHEREAS, the DISTRICT and GRANTEE desire to and hereby incorporate the requirements, terms and conditions of the DISTRICT’s grant policy and grant award into this Agreement;
- E. WHEREAS, the DISTRICT’s Board of Directors has determined that a grant of DISTRICT funds to GRANTEE for _____ (“**Program**”) is necessary for the continuation of adequate emergency health services within the DISTRICT, and has approved a grant to the GRANTEE in the total amount of _____ **U.S. dollars** (\$_____.00 USD) for the Program (the “**Grant**” and “**Grant Funds**”); and
- F. WHEREAS, the DISTRICT and the GRANTEE intend to now enter into this Agreement in order to provide the terms under which the DISTRICT will fund the GRANTEE’s Program, which would provide health services or programs to the public, including residents of the DISTRICT.

ACCORDINGLY, IT IS AGREED:

III. SPECIFIC TERMS

1. PURPOSE:

Grant Funds must be used solely for the Program, which is specified within **EXHIBIT A**. If the grant was awarded for equipment, then the GRANTEE must utilize and maintain said equipment in a reasonable manner and not intentionally abuse or damage it. Unless said equipment is no longer functioning, is beyond reasonable repair or is beyond its useful life expectancy, said equipment may not be gifted or sold for less than fair market value, unless traded-in, to a vendor/dealer of the same or similar equipment, in connection with the receipt of reasonable credited toward the purchase of new or upgraded replacement equipment. If said equipment is sold, transferred or destroyed within five (5) years or less after Grant Funds were expended on it, GRANTEE shall notify DISTRICT of such fact, in writing, within twenty (20) business days.

The Grant Funds received by GRANTEE must be used by GRANTEE strictly in accordance with the terms of this Agreement, including the grant purpose, project objectives and budget specified in this Agreement, if any. GRANTEE must maintain books and records which segregate and account for the Grant Funds separately. All expenditures made in furtherance of the purpose(s) of the Grant Funds provided under this Agreement must appear on those books and records. GRANTEE must keep invoices, receipts, vouchers and other reliable records to substantiate all expenditures of Grant Funds.

No Grant Funds may in any way be used for the purpose of: (i) any other program or purpose by the GRANTEE or any capital improvements or other capital expenditures for the Program or the GRANTEE; (ii) influencing legislative or administrative decisions of any governmental body or for the support of any political campaign; or (iii) any activity or decision which constitutes a violation of any law or regulation applicable to the Program or the GRANTEE.

2. TERM: This Agreement shall become effective as of the date of the final party signature below and shall expire on _____, unless otherwise terminated as provided in this Agreement.

3. SCOPE OF GRANT SERVICES, PROGRAM OR EQUIPMENT FUNDED: See attached **EXHIBIT A**

4. PAYMENT OF GRANT FUNDS: Grant Fund payments will be made by the DISTRICT to GRANTEE according to the schedule set forth in attached **EXHIBIT B**.

5. LIMIT OF COMMITMENT: Unless otherwise approved by the DISTRICT's Board, this Grant shall be a one-time grant by the DISTRICT, and is non-renewable. Nothing in this Agreement shall preclude GRANTEE from making application to the DISTRICT for any future grant funds which may become available from the DISTRICT. GRANTEE will not be entitled to priority

or special consideration by the DISTRICT in connection with future grant applications solely because of the fact that Grant Funds were awarded under this Agreement.

6. RETURN OF UNEXPENDED GRANT FUNDS: The parties agree that ownership of Grant Funds which are not expended within one hundred eighty days (180) after disbursement by the DISTRICT to the GRANTEE shall automatically revert back to the DISTRICT at that point and, while they remain in the custody of GRANTEE, they are held solely in trust by GRANTEE for the sole benefit of the DISTRICT. The parties further agree that said Grant Funds must be returned within twenty (20) business days after the expiration of the aforementioned expenditure deadline.

7. REDUCTION/REIMBURSEMENT OF GRANT FUNDS: The parties agree that the DISTRICT may reduce, suspend or terminate to any degree the payment or amount of the Grant Funds provided hereunder if the DISTRICT determines, in its sole and absolute discretion, that GRANTEE did not use, or is not using, the Grant Funds for the purpose(s) awarded hereunder nor satisfying the objectives of the Grant. GRANTEE hereby expressly waives any and all claims against the DISTRICT for damages which may arise from the termination, suspension or reduction of the Grant Funds awarded hereunder by the DISTRICT. GRANTEE further agrees to immediately reimburse all Grant Funds received from DISTRICT if the DISTRICT determines that any such Grant Funds were not utilized by GRANTEE for their intended purpose.

8. OTHER FUNDING SOURCES: If requested by the DISTRICT, the GRANTEE must make information available to DISTRICT, within a reasonable period of time set by DISTRICT, pertaining to other funding sources or collaborators for the GRANTEE Program or services which receive any of the Grant Funds.

9. EVALUATION/OUTCOMES REPORTING:

GRANTEE must cooperate in efforts undertaken by DISTRICT to evaluate GRANTEE's effectiveness and use of the Grant Funds, which in some cases may include GRANTEE's participation in and compliance with on-site evaluation and grant monitoring procedures, including interviews of GRANTEE's staff by the DISTRICT, usually when Grant Funds are awarded for purposes other than to fund acquisition or upgrading of equipment.

GRANTEE must submit to DISTRICT interim reports and a final report, including narrative information and full financial accounting of the expenditure of all of the Grant Funds, according to the report schedule set forth in this Agreement. All GRANTEE reports shall become the property of DISTRICT. Report forms and

guidelines provided by the DISTRICT, if any, must be utilized by GRANTEE, otherwise the GRANTEE's report must, at a minimum, contain the following information (if applicable):

- (i) How the Grant Funds were used, with documentation of the expenditure of Grant Funds.
- (ii) Pertinent data regarding:
 - (A) progress in achieving the objectives of the grant; and
 - (B) attainment of the goals set forth in the timetable for the use of the Grant Funds.
- (iii) The status of the Program to which Grant Funds were expended, including:
 - (A) the financial performance of the Program; and
 - (B) the availability of public and private funding or other assistance for the long-term viability of the Program; and
 - (C) the intended use of remaining Grant Funds, if any.
- (iv) A signed certification from the chief administrator or chief operations officer of the GRANTEE, certifying the accuracy of the report and certifying the GRANTEE's compliance, during the reporting period, with the terms of this Agreement.

Any payments scheduled for release subsequent to the due date of a report shall be held by DISTRICT until the report has been submitted and approved. DISTRICT in its discretion may also require an audit of the program or project which utilized Grant Funds, which may include the review of programmatic as well as financial records. The expense of any such discretionary audit undertaken by DISTRICT will be borne by DISTRICT. Any other audit(s) which may be expressly required under this Agreement, if any, shall be at the expense of the GRANTEE.

10. WRITTEN REPORT SCHEDULE: An interim and final reports must be made by GRANTEE to DISTRICT before the scheduled deadlines below. Failure to submit reports when due may be cause for immediate termination of this Agreement and thereupon any portion of the Grant Funds, which have been received by the GRANTEE, shall be returned to the DISTRICT upon the DISTRICT's request. Reports must be approved by the governing body of the GRANTEE and must include relevant activity and information, which has not already been reported to the DISTRICT, occurring since the signing of this

Agreement or the last interim report, whichever is later. The deadlines for submitting interim and final reports shall be no later than:

Interim Report(s): Quarterly (Jan. 1; Apr. 1; Jul. 1; and Oct. 1), required until the earlier of either the expenditure of all Grant Funds or the expiration of the deadline to expend all Grant Funds as specified elsewhere within this Article

Final Report: Thirty (30) business days after the earlier of either the expenditure of all Grant Funds or the expiration of the deadline to expend all Grant Funds as specified elsewhere within this Article.

11. ATTRIBUTION: GRANTEE agrees to comply with the DISTRICT's attribution requirements for the Grant Funds, which is attached hereto as **EXHIBIT C**.

12. GRANT ANNOUNCEMENTS AND PUBLICITY: Any written announcement or other publicity related to the Grant, which is prepared by GRANTEE, shall be first submitted to the Chair of the DISTRICT's governing Board for review and approval and, if prepared by the DISTRICT, shall be first submitted to the chief administrator or chief operations officer of the GRANTEE for review and approval which shall be deemed to have been issued after five business days if no written response has been provided. Any announcements and publicity must not indicate or otherwise imply in any way that the DISTRICT endorses the GRANTEE or its programs unless expressly approved by the governing body of the DISTRICT.

13. OTHER OBLIGATIONS: In authorizing the execution of this Agreement, the governing body of GRANTEE accepts legal responsibility to ensure that the Grant Funds provided by DISTRICT are allocated solely for the purpose for which the Grant was intended. GRANTEE agrees to become knowledgeable of the requirements of this Agreement and to be responsible for compliance with its terms. The parties agree that in no event shall DISTRICT be legally responsible or liable for GRANTEE's performance or failure to perform under the terms of this Agreement. GRANTEE agrees that DISTRICT may review, audit and/or inspect each GRANTEE Program which receives Grant Funds under this Agreement, for compliance with the terms of this Agreement.

IV. GENERAL TERMS

14. INDEPENDENT CONTRACTOR STATUS:

(a) This Agreement is entered into by both parties with the express understanding that GRANTEE will perform all activities or services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the GRANTEE or any of its agents, employees or officers as an agent, employee or officer of DISTRICT.

(b) GRANTEE agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of DISTRICT.

(c) Notwithstanding this independent contractor relationship, DISTRICT shall have the right to monitor and evaluate the performance of GRANTEE to assure compliance with this Agreement.

15. COMPLIANCE WITH LAW: GRANTEE shall undertake all activity required hereunder in accordance with all applicable federal, state and local laws, regulations and directives including, without limitation, the Health Insurance Portability and Accountability Act (“**HIPAA**”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (the “**HIPAA regulations**”). With respect to GRANTEE’s employees, GRANTEE shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers’ compensation insurance and discrimination in employment. GRANTEE confirms to DISTRICT that the GRANTEE has fully complied with all applicable federal, state and local laws, regulations, rules and directives related to DISTRICT’S award of the Grant Funds to GRANTEE for use in the Program.

16. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in the City of Kingsburg, California.

17. RECORDS AND AUDIT: GRANTEE shall maintain complete and accurate records with respect to the activities, services rendered, if any, and the costs incurred under this Agreement. In addition, GRANTEE shall maintain complete and accurate records with respect to each and all payments to employees, contractors and vendors made with any Grant Funds. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, GRANTEE shall make such records available within the City of Kingsburg, California to DISTRICT’S auditor and to the same’s agents and representatives, for the purpose of auditing and/or copying such records for a period of no less than five (5) years from the date of final payment under this Agreement. GRANTEE shall comply

with all applicable laws and, if GRANTEE is a local public entity, shall comply with the most recent edition of the Local Government Records Management Guidelines of the California Secretary of State as applicable.

18. CONFLICT OF INTEREST:

(a) GRANTEE agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code §§ 1090 et seq., and the Political Reform Act, Government Code §§ 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including GRANTEE for this purpose, from making any decision on behalf of DISTRICT in which such officer, employee or consultant/GRANTEE has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/GRANTEE participates in or influences any DISTRICT decision which has the potential to confer any pecuniary benefit on GRANTEE or any business firm in which GRANTEE has an interest, with certain narrow exceptions.

(b) GRANTEE agrees that if any facts come to its attention which raise any questions as to the applicability of conflict-of-interest laws, it will immediately inform the DISTRICT designated representative and provide all information needed for resolution of this question.

19. INSURANCE: Prior to approval of this Agreement by DISTRICT, GRANTEE shall file with the Secretary of the DISTRICT evidence of the required insurance as set forth in **EXHIBIT D** attached.

20. INDEMNIFICATION: GRANTEE shall hold harmless, defend and indemnify DISTRICT, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising in any way from, or in connection with, the performance by GRANTEE or its agents, officers and employees under this Agreement, GRANTEE's use of any equipment funded in whole or in part under this Agreement and/or for GRANTEE's receipt and use of Grant Funds from DISTRICT. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

21. TERMINATION:

(a) Without Cause: DISTRICT will have the right to terminate this Agreement without cause by giving ten (10) business days of prior written notice

of intention to terminate pursuant to this provision, specifying the date of termination.

(b) With Cause: This Agreement may be terminated by DISTRICT should the GRANTEE:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement, or
- (6) material misrepresentation, either by GRANTEE or anyone acting on GRANTEE's behalf, as to any matter related in any way to DISTRICT's decision to provide Grant Funds to GRANTEE, or
- (7) other misconduct or circumstances which, in the discretion of the DISTRICT, either impairs the ability of GRANTEE to competently perform the activities and/or services (if any) funded under this Agreement, or expose the DISTRICT to an unreasonable risk of liability, or;
- (8) Upon any change of ownership of the GRANTEE which has not been approved by the DISTRICT, provided that such approval shall not be unreasonably withheld so long as the surviving entity agrees to satisfy the obligations of the GRANTEE under this Agreement. A "change of ownership" shall include any merger by the GRANTEE with any other person or entity, any acquisition of all or substantially all of the assets or operations of the GRANTEE or any conversion or other change in the corporate status of the GRANTEE.

Sanctions taken will be possible rejection of future proposals based on specific causes of non-performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject

to offset, or to make any reports of pre-termination contract activities. Where GRANTEE's funding hereunder has been terminated by the DISTRICT, said termination will not affect any rights of the DISTRICT to recover damages against the GRANTEE.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the DISTRICT may immediately suspend performance by GRANTEE, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by GRANTEE to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

22. SUBJECT TO FUNDING: If funding for this Agreement is derived from any state or federal grant or funds, or property tax revenues, the DISTRICT reserves the right to reduce the level of funding hereunder to match reduced levels of state, federal or property funding to DISTRICT, or at the DISTRICT's option, DISTRICT may terminate this Agreement, should the funding source no longer be available or the amount be reduced.

23. NOTICES:

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

DISTRICT:

Board Chairman
**KINGSBURG TRI-COUNTY HEALTH
CARE DISTRICT**
1425 Marion Street
Kingsburg, California 93631
559-897-5841
559-897-8645 fax

With A Copy To:

Michael L. Farley, District Counsel
FARLEY LAW FIRM
108 West Center Avenue
Visalia, California 93291
559-738-5975
559-732-2305 fax

GRANTEE:

With a Copy To:

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the

date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

24. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, DISTRICT is relying on the personal skill, expertise, training and experience of GRANTEE and GRANTEE's employees and no part of this Agreement may be assigned or subcontracted by GRANTEE without the prior written consent of DISTRICT.

25. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Agreement.

26. CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code § 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

27. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

28. NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity, other than a party hereto, with any enforceable legal or equitable benefit, right or remedy.

29. WAIVERS: The failure of DISTRICT to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by DISTRICT of either performance or return of grant funds in lieu thereof shall not be considered to be a waiver of any preceding breach of the Agreement by the other GRANTEE.

30. EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

31. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the

Agreement to either party is lost, the Agreement may be terminated at the option of the party whose material benefit(s) is adversely affected. In all other cases the remainder of the Agreement shall continue in full force and effect.

32. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between the parties hereto as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

33. ASSURANCES OF NON-DISCRIMINATION: GRANTEE shall not discriminate in employment or in the provision of its services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

34. ATTORNEYS' FEES: If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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GRANTEE:

APPROVED AS TO FORM:

_____, President (date) _____
General Counsel or Deputy (date)

ATTEST:

, Board Clerk (date)

DISTRICT:

APPROVED AS TO FORM:

Arlie Rogers, Board President (date) _____
District General Counsel (date)

ATTEST:

Judy Bibb, Board Secretary (date)

EXHIBIT A

**HEALTH SERVICE OR PROGRAM
EQUIPMENT TO BE GRANT FUNDED**

The GRANTEE shall furnish the following services or program, or if the grant is for equipment, then GRANTEE shall either purchase or restore, rebuild or upgrade (“**upgrade**”) the following equipment used for health services or programs:

	HEALTH SERVICE OR PROGRAM, EQUIPMENT (include make, model, etc.)	DATE	COST Not to Exceed
1.			\$
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

EXHIBIT B
SCHEDULE OF PAYMENTS

In accordance with the terms of this Agreement, the DISTRICT shall disburse the following payment(s) to the GRANTEE:

	DATE	PURPOSE	AMOUNT
1			
2			
3			
4			
5			

EXHIBIT C
GRANT ATTRIBUTION REQUIREMENTS

1. Attribution Wording

Attribution for DISTRICT-funded programs or equipment shall be as follows:
“Made possible by funding from Kingsburg Tri-County Health Care District” or
“Funded by Kingsburg Tri-County Health Care District”.

2. Written References to Particular DISTRICT-Funded Equipment

All written informational materials (excluding ordinary letters, emails, text messages and other similar correspondence), whether in hardcopy or in electronic format, such as brochures, workbooks, posters, videos, curricula, webpages or PowerPoint presentations, which depict or refer to any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of \$4,999 must include the attribution wording.

3. Promotional Materials

District attribution must also be included on promotional items such as posters, flyers, banners and other types of signage which depict or refer to any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of \$4,999.

4. Media Materials and Activities

Attribution to the District shall be included in any written informational materials distributed to the media for the purpose of publicizing a District-funded program or any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of \$4,999. This information may include news releases and advisories, public service announcements (PSAs), television and radio advertisements and calendar/event listings.

Media and publicity activities, such as news conferences, story pitching, press interviews, editorial board meetings and promotional events shall include reference to the District’s program support. As a courtesy, the District would appreciate notification of these activities at least two (2) weeks in advance, whenever possible. Please send to the District copies of any press coverage of District-funded programs.

5. Logo Usage

Use of the DISTRICT’s logo is permitted and encouraged. Logos can be provided in print and electronic formats. Logos will be provided by DISTRICT upon initial grant funding and at GRANTEE’s request thereafter. Graphic standards for logos

shall be adhered to as provided by DISTRICT. Requests for logo should be directed to the administration office of the DISTRICT.

6. Photograph Consent

GRANTEE must permit photography of DISTRICT-funded programs or equipment to be taken by any DISTRICT-designated photographer at DISTRICT's expense, and consents to usage of such photographs on DISTRICT's website and other materials designed to inform and educate the public about the DISTRICT.

EXHIBIT D
INSURANCE REQUIREMENTS

GRANTEE must provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance of the Agreement by the GRANTEE, its agents, representatives, employees or subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability Insurance of one million dollars (\$1,000,000) combined single limit per occurrence. If the annual aggregate applies it must be no less than two million dollars (\$2,000,000).
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability Insurance as required by law.
4. Professional Errors and Omissions Insurance of \$1,000,000 (unless expressly waived by DISTRICT's Risk Manager).
5. Work and Materials Insurance (if applicable).
 - a. For up to twenty-five thousand dollars (\$25,000) for any loss on contracts for remodeling, renovation, alterations or maintenance of existing buildings.
 - b. For 100% of the contract value for all bridge construction and new construction up to two hundred thousand dollars (\$250,000). See District Manager for construction over \$250,000.

B. Specific Provisions of the Certificate

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance must satisfy the following requirements:
 - a. Name the DISTRICT, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.

b. State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by DISTRICT shall be excess.

c. Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

2. The Certificate of Insurance for Workers Compensation, must include the following waiver of subrogation:

a. Waiver of Subrogation: “[GRANTEE] waives all rights against the DISTRICT and its agents, officers, and employees for recovery of damages to the extent such damages are covered by the workers’ compensation and employer’s liability insurance.”

C. Deductibles and Self-Insured Retentions

The DISTRICT’s District Manager must approve in writing any deductible or self-insured retention that exceeds one hundred thousand dollars (\$100,000).

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the DISTRICT or its District Manager or designee.

E. Verification of Coverage

Prior to approval of the agreement for this Project by the DISTRICT, the GRANTEE shall file with the Board Secretary, certificates of insurance with original endorsements effecting coverage in a form acceptable to the DISTRICT. The DISTRICT reserves the right to require certified copies of all required insurance policies at any time.