The City of Hanford

CALIFORNIA

City Council Meeting
Agenda

November 17, 2020
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

Council Members will meet in-person in the Council Chambers. Due to social distancing restrictions, there will be a limited number of audience seats. The meeting will be available for remote viewing on The City of Hanford Website: *http://livestream.hanford.city/*

5:30 PM CALL TO ORDER STUDY SESSION :

ROLL CALL BY THE CITY CLERK :

PUBLIC COMMENT :

Comments from the public are limited to items on the agenda (GC 54954.3a). A maximum of ***three minutes*** *is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

STUDY SESSION :

A. Presentation by the Hanford Chamber of Commerce to update Council on their current operations.

B. Update on project Homekey and review of possible actions to address the lack of housing for homeless individuals in Kings County.

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Pastor Mike Weatherly

FLAG SALUTE:

RECOGNITIONS/PROCLAMATIONS:

Fire Department Promotions

STAFF COMMUNICATIONS:

COUNCIL REPORTS/COMMENTS:

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters not on the agenda and that are within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed. A maximum of ***three minutes*** *is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

CONSENT CALENDAR:

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

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

B. City Clerk: Approval of the Minutes of the September 1, 2020 Meeting.

C. City Clerk: Approval of the Minutes of the September 15, 2020 Meeting.

D. Parks and Community Services: Adoption of the City of Hanford Naming/Renaming Policy for City facilities, properties and improvements.

E. Community Development: Historic Resources Permit 2020-02: a request to construct a manager's suite at the Irwin Street Inn. The property is designated as a contributing building outside of the Historic Overlay Zone. The project is located at 522 N. Irwin St. (APN 010-235-012).

F. Community Development: Adoption of the Revised RESOLUTION NO. 20-18-R; Supporting an Application for Funding from the State of California Department of Housing and Community Development Permanent Supporting Housing Program (PLHA).

G. Public Works: Acceptance of the Grant Deed from Stuart A. Clark, President of Cal-Clark Farms, Inc., Dated August 11, 2020 for street widening purposes at Stagecoach Drive and 13th Avenue.

H. Public Works: Acceptance of a Grant of Easement from Implacable Properties, LLC., dated October 15, 2020 for street widening purposes at Alpine Drive between Houston and Hume Avenue.

GENERAL BUSINESS:

A. Administration: Approval of the revised Standard Airport Lease Agreement to be used for all future Land and Facility leases at the Hanford Municipal Airport.

B. Finance: Adoption of Resolution No. 20-29, stating the City's intent on a General Fund balanced budget and emergency reserve policies.

C. Police: Introduction of Ordinance No. 20-14. replacing Section 8.24 of the City's Municipal code, in its entirety, thereby adopting the new Shopping Cart Regulations.

COUNCIL FUTURE AGENDA ITEMS:

A. Council Future Agenda Items

Upcoming Dates

November 26 & 27: Holiday – City offices will be closed.
December 1: City Council Meeting
December 3: Courthouse – City Council Special Meeting 5:30 p.m.
December 15: City Council Meeting

ADJOURNMENT:

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

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

AGENDA
STAFF REPORT

MEETING DATE: 11/17/2020	**AGENDA SECTION:** A

SUBJECT:
Presentation by the Hanford Chamber of Commerce to update Council on their current operations.

RECOMMENDATION:
That the Council receive the presentation from the Chamber.

BACKGROUND:
At the July 7, 2020 City Council study session, Council received a report from the Chamber Board and the new CEO on the recent activities and programs that the Chamber has undertaken. At that time, the Council was concerned about the Chamber operation and the City's finances and directed staff to issue a contract termination letter and informed the Chamber that they would revisit the matter towards the end of the first quarter of the FY 21 contract term.

The purpose of this presentation is to update Council on all chamber matters, including their business services, community matters and board development.

FISCAL IMPACT:
Under the terms of the current agreement, the City of Hanford is obligated to pay the Chamber of Commerce $47,540 for FY21.

ATTACHMENTS:
First Amendment to Chamber Agreement

FIRST AMENDMENT TO SERVICES AGREEMENT

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

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

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

2. Exhibit "A" to the amended Agreement is attached hereto as Exhibit "A," which is incorporated herein by reference.

3. Section 8 of the Agreement is hereby deleted in its entirety and is restated as follows:

   "8. INSURANCE REQUIREMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF HANFORD

Dated: January ____, 2020

By: _____
JOHN DRAXLER
Mayor

HANFORD CHAMBER OF COMMERCE

Dated: January 30, 2020

By: _____
JOHN UMSCHEID
Board President

EXHIBIT "A"

Chamber Member Services Provided:

Listing on the Chamber website with links to their website

Social Media Promotion

Luncheon/Networking Meetings

Chamber Mixers

Referrals for products & services to member businesses

Links from Chamber's website to business website

Member's business cards/pamphlets displayed at the Chamber

Business Workshops/Seminars

HR Compliance Posters

Banner ads on our Website-(for a fee)

Free Listings in Business & Membership Guide Publication

Certificates of Origin

Membership/Mailing List & Mailing Labels

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

SBA Information and Workshops

EDD/EAC Updates and Workshops

Candidate Forums preceding local elections & Candidate Training Seminars

Advocacy in Support of Business Issues

Member to Member Business Support

Coordination of Christmas Parade

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

Develop and implement events outside of Downtown Improvement District

City of Hanford Business Retention Benefits Provided

Business financing direction

Identifying permit licensing agencies

Addressing industry specific issues

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

Advocacy for incoming industry

AGENDA
STAFF REPORT

MEETING DATE: 11/17/2020	**AGENDA SECTION:** B

SUBJECT:
Update on project Homekey and review of possible actions to address the lack of housing for homeless individuals in Kings County

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RECOMMENDATION:
That Council receive a presentation from the Kings County HSA and the Kings/Tulare Homeless Alliance on housing of individuals experiencing homelessness or at risk of homelessness and provide feedback to the agencies on proposed actions.

BACKGROUND:
The Kings County Human Services Agency (HSA) was notified by the State that on October 9, 2020, the County was approved for a reservation of funds for its Coronavirus Disease 2019 (COVID-19) Project Homekey proposal. This proposal involves the purchase, renovation, and use of the property located at 8595 Lacey Blvd. in Hanford, California, i.e., the Stardust Motel, for permanent housing of individuals experiencing homelessness or at risk of homelessness. In order to purchase the Stardust Motel, the HAS has requested and received the Board's approval to engage real estate broker services to work with the County's Negotiator and negotiate on the County's behalf, as well as prepare the required documentation to purchase the Stardust Motel. To meet the State's deadline, the purchase must be completed by December 2, 2020.

Additionally, the County has formed the Kings County Shelter Replacement task force and is considering several sites for a location for transitional housing; several of which are within the Sphere of Influence for the City of Hanford.

FISCAL IMPACT:
Undetermined.

ATTACHMENTS:

AGENDA
STAFF REPORT

MEETING DATE: 11/17/2020	**AGENDA SECTION:** B

SUBJECT:
City Clerk: Approval of the Minutes of the September 1, 2020 Meeting

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Approve the minutes of the September 1, 2020 meeting.

FISCAL IMPACT:

ATTACHMENTS:
9.1.2020-2

The City of Hanford
CALIFORNIA

CITY COUNCIL MEETING
MINUTES
September 1, 2020 7:00 PM
Council Chambers
400 N. Douty St.

CALL TO ORDER REGULAR SESSION:

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

ROLL CALL:

Attendee Name	Title	Status	Arrived
John Draxler	Mayor	Present	6:50 PM
Martin Devine	Council Member	Present	6:50 PM
Sue Sorensen	Council Member	Present	6:23 PM
Art Brieno	Council Member	Present	6:55PM
Francisco Ramirez	Vice Mayor	Present	6:50 PM

INVOCATION:

The Invocation was led by Pastor Mike Weatherly

FLAG SALUTE:

Mayor Draxler led the Flag Salute.

CLOSED SESSION ACTION REPORT :

Mayor Draxler stated that there is nothing to report.

STAFF COMMUNICATIONS:

City Manager Cifuentez announced that he is officially a resident of the City of Hanford. He reported on meetings that he attended, the release of the 2020 Point in Time report by Tulare Kings Homeless Alliance, business licenses issued in August, and the status of the City's recruitment. He also gave an update on the release of the Governors Road map to reopening criteria.

COUNCIL REPORTS/COMMENTS:

A. Council Comments

Council Member Sorensen reported on the State's Unified Support Team meeting. She also gave an update on Main Street Hanford's upcoming events and ideas.

Council Member Brieno thanked Council Member Sorensen for attending the State's Unified Support Team meeting and reporting back to the Council. He also shared his experience with the Santa Cruz fires and he commended the Firefighters.

Council Member Devine reported attending meetings for KCAG, KAPTA, and CALCOG.

Vice Mayor Ramirez had nothing to report.

Mayor Draxler stated that he will be attending the upcoming Kings Waste and Recycle Authority meeting.

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters not on the agenda within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed.

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

Mark Askey stated that he is a representative for City Farm Industries and commented on the funding for the finalization of the City Farm Industries Lease.

Bob Ramos questioned the cameras on consent item F. Mr. Ramos also expressed his concerns regarding the pickleball courts being built at Lacey Park.

CONSENT CALENDAR:

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

Mayor Draxler requested that item D and F be pulled from the Consent Calendar.

Motion to approve the Consent Calendar except for the items pulled for separate consideration.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Art Brieno, Council Member
SECONDER:	Francisco Ramirez, Vice Mayor
AYES:	Draxler, Devine, Sorensen, Brieno, Ramirez

A. City Clerk: Approval of the Minutes of the July 21, 2020 Meeting

B. Administration: Introduction and waiver of the first reading of Ordinance 20-10, amending Chapter 2.48.070, Preference for local vendors, to increase the preference threshold from 3% to 5% over competing bids.

C. Police Department: Approval of the purchase of a 30'X40' steel carport from Hanford Auto Sales to be installed at the National Guard Armory to house police vehicles.

D. Public Works: Approval of the Notice of Completion for the FY17/18 Pavement Resurfacing Project: Lacey Blvd. from 11th Avenue to Irwin Street, and authorization for the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.

ITEMS PULLED FROM CONSENT CALENDAR:

A. Public Works: Authorization for a sole source purchase of twelve (12) Autoscope Vision detection cameras from Econolite of Anaheim, CA in the amount of $62,791.10

[Item F] Requested to be pulled by Bob Ramos.

Public Works Director John Doyel provided background information for the Council's review. Mr. Doyel responded to questions and comments from the Council.

Motion to approve.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Francisco Ramirez, Vice Mayor
SECONDER:	Martin Devine, Council Member
AYES:	Draxler, Devine, Sorensen, Brieno, Ramirez

B. Public Works: Approval of the Notice of Completion for Tract No. 916 Pacific Grove Addition #2 and authorization for the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office. (12th Avenue & Bristol Lane).

[Item D] Requested to be pulled by Public Works Director John Doyel with no action.

RESULT:	**WITHDRAWN**

PUBLIC HEARINGS:

A. Community Development: APPEAL NO. 2020-01, filed by Cal-Clark Farms, appealing the decision of the Planning Commission on August 11, 2020 to take no action on Mitigated Negative Declaration No. 2020-22 and Vesting Tentative Tract 928. Vesting Tentative Tract 928: A request to subdivide 81.71 acres into 283 residential lots, a 2.25-acre park, and a 4.94-acre basin. The project is located at the southeast corner of Centennial Drive and Fargo Avenue (APN 009-030-158, -005, and -115).

Mayor Draxler opened the Public Hearing at 7:24 p.m. and asked for the staff report.

Senior Planner Gabrielle Myers provided the staff report. Dir. Doyel and Mrs. Myers answered questions from the Council.

IN FAVOR

John Zumwalt a representative of Cal-Clark Farms, thanked the staff for their detailed staff report and mentioned a 4th option.

Larissa, a resident of Vintage Place, spoke in favor of option number 1 and provided the City Clerk with a letter.

Jim Robinson, with San Joaquin Valley Homes, gave a brief background of San Joaquin Valley Homes and provided more detail of option number 1. He also answered questions from the Council. Jim Robinson later responded to public comments.

OPPOSED

A gentleman (no name was stated) spoke in opposition and expressed his concerns for traffic and safety of the children in the area. He also stated that 36 residents have agreed to abandon their property to make Muscat Place a private sub-division with the request of a crash gate on Muscat Place. The gentleman also answered questions from the Council.

Landon Rover stated that he does not want Muscat Place to be open.

A resident of Muscat Place spoke in opposition to option 1.

Luction spoke in opposition to the project.

A gentleman (no name was stated) expressed his concerns about increased traffic and public safety.

Dr. Reddy expressed his concerns about increased traffic in the area with Muscat Place being open and stated that he is in favor of option number 3.

City Manager Cifuentez reminded the public and the Council that the Public Hearing is for the project options presented to the Council for approval, and the public comment portion of the public hearing is for the public to state their reasons why they are in favor or opposed to the staff recommendations.

Elizabeth Celstore gave the background of her family and spoke in opposition to option number 1.

A resident of Muscat Place (no name was stated) expressed her concerns about the traffic and safety and she is opposed to Muscat Place being open.

Naheit shared her experience of living on Muscat Place and expressed her concerns regarding traffic and safety.

A gentleman (no name was stated) expressed his concerns about safety and suggested opening up Vintage Place.

Sitcorn, a resident of Fresno, stated that she is the homeowner of a home on Vintage Place, and she enjoyed her experience living in Hanford for fifteen years. She'd like to see the neighborhood kept safe and clean, and she is looking forward to moving back to Hanford in the future.

Ken Celstore shared his concerns about opening up either street.

With no further comments, Mayor Draxler closed the public comments at 8:34 pm.

Mrs. Myers responded to some of the comments made by the public and clarified that option number 4 that was mentioned by John Zumwalt, was not included in the staff report because it has not been evaluated or reviewed by the staff. Dir. Doyel answered further questions from the Council.

The Council addressed some of the public's comments and concerns.

Mayor Draxler closed the public hearing at 9:00 p.m.

Motion to adopt resolution 20-23-R, approving Appeal No. 2020-01, overturning the Planning Commission's decisions to take no action on Tentative Tract 928 and Mitigated Negative Declaration No. 2020-22.

RESULT:	**APPROVED [4 TO 1]**
MOVER:	Sue Sorensen, Council Member
SECONDER:	Martin Devine, Council Member
AYES:	Draxler, Devine, Sorensen, Ramirez
NAYS:	Brieno

Break 9:05 p.m.- 9:10 p.m.

GENERAL BUSINESS:

A. Administration: Discussion and Update on the Kings County COVID-19 Small Business Assistance Program and Update on the meetings with the Unified State Support Team.

Kings County Director of Economic and Workforce Development Director, Lance Lippincott gave an update of the Kings County COVID-19 Small Business Assistance Program. Mr. Lippincott reported a total of 143 applications received from businesses in the City of Hanford. There are 31 businesses under contract and 18 pending applications. The City of Hanford is the only city that has exceeded its allocation. Mr. Lippincott will be recommending to the Board of Supervisors that a reallocation of funding of underspent areas be repurposed to areas with a higher number of applications.

Mayor Draxler suggested that City Manager Cifuentez submit a letter of support to the Board of Supervisors regarding the reallocation of funds available.

Council Member Sorensen reported on the Unified State Support Team meeting.

City Manager Cifuentez gave an update on the Blueprint for a Safer Economy risk level for Kings County. The City will plan to accommodate permanent outdoor dining spaces for the downtown businesses until Kings County moves into the Moderate county risk level, which allow indoor dining.

B. Parks and Community Services: Approval of the purchase and construction of one playground structure at Lakewood Park to BCI Burke in the amount of $90,448.82.

Parks and Community Services Director Brad Albert presented the Lakewood Park Playground Project. Mr. Albert answered questions from the Council.

Motion to approve the purchase and construction of one playground structure at Lakewood Park to BCI Burke in the amount of $90, 448.82.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Art Brieno, Council Member
SECONDER:	Martin Devine, Council Member
AYES:	Draxler, Devine, Sorensen, Brieno, Ramirez

COUNCIL FUTURE AGENDA ITEMS:

A. Council Future Agenda Items

Council Member Brieno questioned the update from the Public Health Department official. City Manager Cifuentez stated he requested an update from the Public Health Department and did not receive a response.

ADJOURNMENT:

Mayor Draxler adjourned the regular meeting and reconvened closed session at 9:49 p.m.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

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

Property: APNs 028-240-018, 028-240-020, 08-310-005, 028-310-007, 028-310-008, 028-310-025

Agency Negotiators: Mario Cifuentez, John Doyel, Ty Mizote
Negotiating Party: City Farm Industries, Inc.; Ross Lyndon-James and Mark Askey

Respectfully submitted,

Natalie Ortega
City Clerk

AGENDA
STAFF REPORT

MEETING DATE: 11/17/2020	**AGENDA SECTION:** C

SUBJECT:
City Clerk: Approval of the Minutes of the September 15, 2020 Meeting

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Approve the minutes of the September 15, 2020 meeting.

FISCAL IMPACT:

ATTACHMENTS:
9.15.2020

The City of Hanford
CALIFORNIA

CITY COUNCIL MEETING
MINUTES
September 15, 2020 7:00 PM
Council Chambers
400 N. Douty St.

5:30 PM CALL TO ORDER STUDY & CLOSED SESSION:

ROLL CALL BY CITY CLERK :

Present: John Draxler, Francisco Ramirez, Sue Sorensen, Art Brieno, Martin Devine.

PUBLIC COMMENT :

Comments from the public are limited to items on the agenda (GC 54954.3a). A maximum of ***three minutes*** *is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

Sherri Graham shared her suggestions of changes she'd like to see in the food truck ordinance.

Diane Sharp shared her suggestions for changes and additions to the food truck ordinance.

STUDY SESSION:

A. Presentation by the Hanford Chamber of Commerce to update Council on their current operations and potential Council actions related to the existing Agreement between the Chamber and the City of Hanford.

Executive Director Amory Marple presented the Hanford Chamber of Commerce 30/60/90 2nd Quarter review with new goals and highlights of their progress. Mrs. Marple requested notification of new business licenses being issued by the City, with the goal of offering their free services to new businesses in Hanford.

The Council commended Mrs. Marple on the progress of the organization. Mrs. Marple answered questions from Council Member Sorensen. Mrs. Marple stated that the financial support from the City is still needed by the organization. President John Umscheid answered questions from Council Member Brieno regarding COVID-19 financial assistance and provided the financial status of the organization. Council Member Brieno expressed his concerns of continuing to fund to the Chamber of Commerce. The Council discussed continued funding and the responsibility of the operation and maintenance of the Civic Park Carousel and Freddy the Fire Truck.

City Attorney Ty Mizote addressed the Council's concerns and recommended the Council withdraw the rescission and continue the existing contract.

Motion to rescind the termination letter and continue the existing agreement with the Hanford Chamber of Commerce.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Francisco Ramirez, Vice Mayor
SECONDER:	Martin Devine, Council Member
AYES:	Draxler, Devine, Sorensen, Brieno, Ramirez

B. Community Development: Presentation of the Proposed Mobile Food Vendors Ordinance and Discussion and Council direction to staff on the proposed ordinance.

Senior Planner Gabrielle Myers began the presentation of the Proposed Mobile Food Vendors Ordinance. City Manager Cifuentez suggested the Council ask any questions they have for Mrs. Myers, rather than continue with the presentation due to the time constraint. He also reminded the Council a Public Hearing for the Mobile Food Vending Ordinance will be held at a future meeting. After much deliberation of restrictions, locations, permit fees, and brick and mortar clarification, the Council provided Mrs. Myers with further direction for the Mobile Food Vending Ordinance. With no further discussion, Mayor Draxler called the regular session to order at 7:00 p.m.

CLOSED SESSION FOR DISSCUSSION OF THE FOLLOWING:

A. Real Property Negotiations (Government Code Section 54956.8)

Property: 109 E. 8th Street
Negotiating Party: Hanford Carnegie Museum
Agency Negotiators: Mario Cifuentez and Ty Mizote

B. Conference with legal Counsel - Anticipated Litigation (Government Code Section 54956.9 (d)(4))

1 potential case.

7:00 PM CALL TO ORDER REGULAR SESSION:

Present: John Draxler, Francisco Ramirez, Sue Sorensen, Art Brieno, Martin Devine.

ROLL CALL:

Attendee Name	Title	Status	Arrived
John Draxler	Mayor	Present	5:22 PM
Martin Devine	Council Member	Present	4:48 PM
Sue Sorensen	Council Member	Present	4:46 PM
Art Brieno	Council Member	Present	4:49 PM
Francisco Ramirez	Vice Mayor	Present	4:47 PM

INVOCATION:

Invocation led by Pastor Angie Strafford.

FLAG SALUTE:

Vice Mayor Ramirez led the Flag Salute.

CLOSED SESSION ACTION REPORT:

The Closed Session will reconvene after the regular meeting.

RECOGNITIONS/PROCLAMATIONS:

A. PAL Program

Craig Johnson, owner of Salmon's, donated $1000.00 to the Hanford PAL program.

STAFF COMMUNICATIONS:

City Manager Cifuentez recognized Senior Planner Gabrielle Myers for completing the permit process for permanent outdoor seating for downtown restaurants and outdoor church services. He announced unscheduled vacancies for the Parking and Traffic Commission and Parks and Recreation Commission. He also gave an update on King's County small Business Assistance Program and the Board of Supervisors meeting.

Chief Pendergrass gave an update of statistics on the current California fires.

COUNCIL REPORTS/COMMENTS:

Council Member Brieno attended the Kings Community Action Organization Board meeting and reported that the organization will be opening up their day care centers.

Council Member Devine gave an update on the CALCOG zoom meeting he attended, and he will be attending LAFCO, KGAG and KAPTA next week.

Vice Mayor Ramirez gave an update on the League of Cities Board of Directors meetings.

Mayor Draxler briefly discussed the Kings Waste and Recycle Authority meeting.

Council Member Sorensen attended the Parks and Recreation Commission meeting and shared some of their events and activities. She briefly discussed her conversation with District 3 Supervisor Doug Verboon. She also addressed a public comment that was made at the previous City Council Meeting regarding pickleball, and clarified that the pickleball project was vetted appropriately, through the proper process.

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters not on the agenda within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed.

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

Michelle Brown commented on the food truck ordinance.

Bob Ramos responded to Council Member Sorensen's comment made during Council Reports and Comments, and he disagreed with the approval process of the pickleball project.

Diane Sharp asked for a definition of requirement number 2 listed on General Business Item A. Ms. Sharp added that Teresa Diaz is doing a great job with the pickleball club.

CONSENT CALENDAR:

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

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Martin Devine, Council Member
SECONDER:	Francisco Ramirez, Vice Mayor
AYES:	Draxler, Devine, Sorensen, Brieno, Ramirez

A. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Tanner Chennault.

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

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

D. Administration: Second reading of Ordinance 20-10, amending Chapter 2.48.070, Preference for local vendors, to increase the preference threshold from 3% to 5% over competing bids.

E. Administration: Adoption of Administration Regulation 1.31, which creates a formal process for classification changes for City of Hanford personnel.

F. Public Works: Approval of the Suggested Routes to School plans for Frontier Elementary School, Pioneer Elementary School, and Pioneer Middle School for the upcoming 2020-2021 school year.

G. Public Works: Introduction of Ordinance No. 20-11, an amendment to Section 10.16.130(B) of the City of Hanford Municipal Code, to prohibit parking at any time on East Third Street from 9th Avenue to East end, both sides.

H. Public Works: Authorization for the Director of Public Works to send a letter to the Local Agency Formation Commission (LAFCO), requesting the Extension of Services to the proposed temporary / permanent housing project in the County without annexation by the City of Hanford. (10th Avenue south of Hanford Armona Road)

PUBLIC HEARINGS:

GENERAL BUSINESS:

A. Police: Approval of an Amendment to Municipal Code Section 5.56.330 (E) (Operating Requirements for non-storefront retail) to will allow for an increase in the storage capacity for on-site cannabis contingent upon the operator meeting additional security requirements.

Chief Sever gave a summary of the proposed amendment to the Municipal Code Section 5.56.330 and invited questions from the Council. Council Member Devine asked for a definition of the 24-hour security requirement. Chief Sever clarified that security measures at non-storefront sites are different. Some will have 24-hour security guards, some will have guards during operating hours only, and no product is allowed on-site while a

non-storefront is unattended unless the product is secure in a vault. The Police Department will also have access to security cameras on-site.

Motion to approve the amendment to Municipal Code Section 5.56.330 (E) (Operating Requirements for non-storefront retail) to will allow for an increase in the storage capacity for on-site cannabis contingent upon the operator meeting additional security requirements.

RESULT:	**APPROVED [4 TO 1]**
MOVER:	Francisco Ramirez, Vice Mayor
SECONDER:	Sue Sorensen, Council Member
AYES:	Draxler, Devine, Sorensen, Ramirez
NAYS:	Brieno

B. Public Works: Authorization to purchase Storm Drainage Basin property from Hanford Investments, LP, for $539,708.40. (12 1/2 Avenue north of the UP Railroad.), appropriation of an $489,708.40 from the Storm Drainage Reserves to cover the cost of the acquisition, and authorization for the City Manager to execute and the City Clerk to attest and file with the Kings County Recorder's Office upon completion of appropriate documents.

Public Works Director John Doyel provided background information for the Council review and consideration. Council Member Brieno expressed his concerns regarding the appraisal and negotiated purchase price. Dir. Doyel responded to questions and comments by the City Council.

Motion to approve Authorization to purchase Storm Drainage Basin property from Hanford Investments, LP, for $539,708.40. (12 1/2 Avenue north of the UP Railroad.), appropriation of an $489,708.40 from the Storm Drainage Reserves to cover the cost of the acquisition, and authorization for the City Manager to execute and the City Clerk to attest and file with the Kings County Recorder's Office upon completion of appropriate documents.

RESULT:	**APPROVED [3 TO 2]**
MOVER:	Sue Sorensen, Council Member
SECONDER:	Martin Devine, Council Member
AYES:	Draxler, Devine, Sorensen
NAYS:	Brieno, Ramirez

COUNCIL FUTURE AGENDA ITEMS:

A. Council Future Agenda Items

Mayor Draxler suggested a special meeting for the Courthouse discussion. City Manager Cifuentez will follow up with a future date for a Special Meeting.

No Council Members will be attending the 2020 League of California Cities Annual Conference.

City Manager Cifuentez announced that he will be attending the Conference League of California Cities Annual Conference.

ADJOURNMENT:

Mayor Draxler adjourned the regular meeting at 8:07 p.m. and reconvened to Closed Session.

Respectfully submitted,

Natalie Ortega
City Clerk

AGENDA
STAFF REPORT

MEETING DATE: 11/17/2020	**AGENDA SECTION:** D

SUBJECT:
Parks and Community Services: Adoption of the City of Hanford Naming/Renaming Policy for City facilities, properties and improvements.

RECOMMENDATION:
That the City Council, by motion, adopt the City of Hanford Naming/Renaming Policy for City facilities, properties and improvements.

BACKGROUND:
The Hanford City Council has the discretion to name, rename or remove a name from all City-owned or controlled public buildings. The purpose of the naming/renaming policy is to establish guidelines to the naming or renaming of City of Hanford facilities and property; such as parks, buildings, streets and amenities at such locations.

On November 5, 2019, the City Clerk presented a draft Naming Policy to the City Council for input. At the time, the Council agreed to include a statement that naming privileges in response to monetary contributions should be reserved for those who contribute a minimum of 51% of the costs. The Council also agreed that when naming is in recognition of a person, it is preferred the person be deceased a minimum of one year before the name is bestowed upon the building, amenity or structure.

After the November 2019 Council meeting, the policy was supposed to be submitted to the Parks & Recreation commission for input and then brought back to Council, but that step never occurred.

Recently, the Parks & Community Services Director moved the policy forward and it was presented to the Parks & Recreation Commission for their input at their November 8, 2020 meeting. The Commission approved the policy without modifications or edits.

The revised Naming/Renaming Policy reflects the criteria for naming/renaming rights and clearly dictates the policy and procedures to be adhered to.

FISCAL IMPACT:

ATTACHMENTS:
City of Hanford Naming Policy 11.12.20

Proposed
City of Hanford
Naming/Renaming Policy

I. Purpose

To establish guidelines relating to the naming, renaming or removal of a name of City of Hanford facilities and property; such as parks, buildings, streets, and amenities at such locations.

II. Policy

The criteria for naming rights will include the following:

- The person or organization has a longstanding affiliation with the City of Hanford
- The name provides a sense of place, reflecting the geographic location, community, neighborhood or street where the park, facility, or amenity is located.
- The name recognizes the historical significance of the area or reflects unique characteristics of the site
- The names of persons, organizations, corporation, foundations, or families will be considered when they have made a significant contribution to the City of Hanford by:
    - Enhancing the quality of life and well-being of the City
    - Contributing to the historical or cultural preservation of the City
    - Making exemplary or meritorious contributions to the City

Where the name of an individual is recommended, it is preferred that the person be deceased a minimum of one year before the name is bestowed upon the facility or property. Consent shall be obtained from the individual's next of kin prior to City Council's public consideration.

Where the naming opportunity is the result of financial contribution, the following must be considered:

- The significance of the contribution made is greater than 51% of the costs, relative to the construction and/or operating costs of the parks, facilities, and amenities within those facilities.

III. Procedure

The Council, upon the report and recommendation from the City Manager or Commission, shall take such action as it deems appropriate, including hearing any appeals that may be presented. The Council may also refer the recommendations back to the City Manager or Commission for further discussion and review.

The City Council may remove or rename a city-owned facility or property when deemed by the Council to be in the best interests of the City. The policy will not affect existing naming procedures.

AGENDA
STAFF REPORT

MEETING DATE: 11/17/2020	**AGENDA SECTION:** E

SUBJECT:
Community Development: Historic Resources Permit 2020-02: a request to construct a manager's suite at the Irwin Street Inn. The property is designated as a contributing building outside of the Historic Overlay Zone. The project is located at 522 N. Irwin St. (APN 010-235-012).

See staff report attached.

FISCAL IMPACT:

ATTACHMENTS:
Staff Report - HR Irwin Street Inn
Resolution 20-30-R
Attachment 1: Site Plan and Elevations
Attachment 2: SPR 2019-23 Approval Letter
Attachment 3: Historic Overlay Zone and Properties
Notice of Exemption No. 2020-33

CITY OF HANFORD CITY COUNCIL
STAFF REPORT
Tuesday, November 17, 2020

PROJECT: **Historic Resources Permit 2020-02:** a request to construct a manager's suite at the Irwin Street Inn. The property is designated as a contributing building outside of the Historic Overlay Zone.

LOCATION: The project is located at 522 N. Irwin St. (APN 010-235-012)

STAFF RECOMMENDATION

1. Staff recommends that the City Council, by motion, adopt Resolution 20-30-R approving Historic Resources Permit 2020-02.

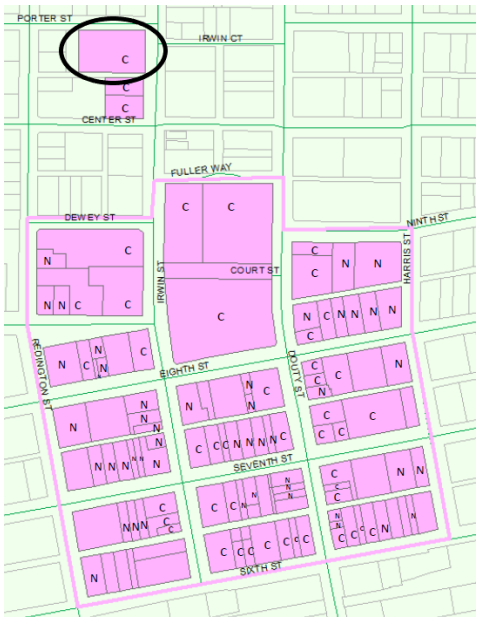
RECOMMENDED MOTION

1. I move to adopt Resolution 20-30-R approving Historic Resources Permit 2020-02.

PROJECT DESCRIPTION

The applicant submitted Site Plan Review No. 2019-23, proposing to construct a manager's suite as shown in **Attachment 1**. Site Plan Review No. 2019-23 was reviewed and approved by the Site Plan Review Committee. Conditions of approval appear in the approval letter as shown in **Attachment 2**. All conditions of approval cited in the site plan review approval letter are also conditions of approval for this historic resources permit application.

The General Plan designates the property as Downtown Mixed Use and the property is zoned MX-D Downtown Mixed Use. The property is a contributing site located outside of the Historic Overlay Zone, as shown on the Historic Overlay Zone map in **Attachment 3** and circled in black below.



"Contributing building" means a structure within a historic district which structure retains scale, mass and other architectural characteristics to the degree that it contributes to the sense of time and place of the immediate area and the district. The building may have individual architectural significance or may be one of a grouping of background buildings that jointly contribute to the character of the immediate area and the district. Contributing buildings may reflect interim modifications if those modifications do not irreparably detract from the character of the building or if the modifications reflect an architectural style or particular era important to the development of the City. Contributing buildings shall also include structures that have a strong historical tie to activities, events, or individuals important in the development of the City.

In accordance with the Municipal Code Section 17.48, improvements to a site identified as a historic site outside the Historic Overlay Zone are required to be approved through a Historic Resources Permit, which must be approved by the City Council.

Section 17.48.040

No improvement or exterior architectural feature of any improvement shall be constructed or altered or enlarged which is located in the Historic Overlay District or identified as a historic site outside the District, unless a permit is issued pursuant to the terms of this chapter. The section shall not apply to any interior alteration which has no effect on the condition or appearance of any exterior architectural feature of an improvement. No structure listed on a State or National Register shall be moved or demolished, unless a permit is issued pursuant to the terms of this chapter.

Section 17.48.070

A. A historic resource permit shall be required for any alteration of the exterior features of a building within a designated historic district, or a designated historic building or site, or to construct a new building or improvements upon property within a designated historic district except as otherwise provided in this Chapter 17.48, the City Council shall determine whether a historic resources permit shall be issued. A permit shall not be required for ordinary maintenance and repairs as defined in this section.

B. Permit Procedures. An application for a historic resource permit shall be made on a form prescribed by the Community Development Department and shall be accompanied by the fees established by resolution of the City Council. The application shall include the information required by Section 17.60.020 for site plan review, complete elevation drawings of the proposed alterations, samples of proposed colors and materials, color photographs of all sides of any existing improvement, building or structure on the site, and such other information as may be required by the Community Development Department. If applicable, the application shall include the information required by Chapter 17.58 (permit for conditional uses) and Chapter 17.62 (planned unit development).

   Applications for permits requiring City Council approval shall be placed on the next regular meeting of the City Council. The City Council may approve, approve with conditions, or deny the permit.

Site Description

Using four single-family, Victorian-era homes constructed in the late 19th and early 20th centuries, the site was converted into a hotel in 1981, with modifications approved in 1982, 1987, 1995, and 1996. The buildings have a combination of Eastlake- and Queen Anne-style characteristics, including elements such as multi-gabled roofs with decorative cedar shingles, redwood siding, intricate bargeboard, flashed glass windows, and recessed porches.

The applicant proposes to construct an additional structure on site that will match the color and architectural style of the existing structures on site, restripe a portion of the parking lot, and reconstruct the existing trash enclosure, as shown in **Attachment 1.** The proposed structure will include one room that contains a lobby and an office, and another room that contains a lounge, a bedroom, and a bathroom.

PROJECT EVALUATION

Conformance with the standards of the MX-D Downtown Mixed Use zone district

17.28.030 Site Area

In the MX-D Downtown Mixed Use zone district, the minimum site area shall be 5,000 square feet, unless a smaller site is approved with a conditional use permit in accordance with Chapter 17.80 of the Hanford Municipal Code. The subject property is 40,000 square feet, which exceeds the minimum site area requirement. The applicant does not propose modifications to the existing site area.

17.28.040 Lot Dimensions

The minimum lot frontage in the MX-D Downtown Mixed Use zone district shall be 40 feet, unless a reciprocal use agreement for shared common access and parking areas is recorded with the Kings County Recorder's Office. The project site has approximately 163 feet of street frontage along Irwin Street. The property exceeds the lot frontage requirement for the MX-D Downtown Mixed Use zone district.

17.28.050 Coverage

The maximum coverage of the lot shall be determined by the combined building setback area requirements, open space requirements, and off-street parking and loading requirements. All required building setbacks, landscaping, off-street parking and loading requirements were evaluated and mandated as part of the site plan review process.

17.28.060 Building Setback Area

No structure is permitted to be placed within a building setback area.

Front-Building Setback

In the MX-D Downtown Mixed Use zone district, there is no minimum front building setback area. On corner lots, the shortest street frontage shall be the front building setback area. The front

property line is along Irwin Street. The proposed setback from the front property line satisfies the front building setback requirement of the MX-D Downtown Mixed Use zone district.

Side-Building Setback

The side building setback area shall be zero feet, except where the side lot line abuts an R-L, R-M, R-H, O-R, O, PF, AP, or CO zone district, then the side building setback area shall be 15 feet. The northern side lot line abuts Porter Street and the southern side lot line abuts an alley. A zero-foot setback is permitted on both side lot lines. The proposed setbacks from the side property lines satisfy the side building setback requirement of the MX-D Downtown Mixed Use zone district.

Rear-Building Setback

The rear building setback may be zero feet from the rear lot line, except where the rear lot line abuts a public street or an R-L, R-H, R-M, OR, O, PF, AP, or CO zone district, then the rear building setback shall be fifteen (15) feet. An OR use is adjacent to the rear lot line; therefore, the rear lot line must have at least a 15-foot setback. No existing or proposed building will be located in the required 15-foot setback. This satisfies the rear building setback requirement of the MX-D Downtown Mixed Use zone district.

17.28.070 Distances Between Structures

All distances allowed by the building code are allowed.

17.28.080 Height of Structures

The maximum height of structures in the MX-D Downtown Mixed Use zone district is 100 feet. The maximum height of the structure is 15 feet. The structure will not exceed the maximum height requirement.

17.28.090 Driveways

Whenever possible, developments in the MX-D Downtown Mixed Use zone district shall share driveways to minimize the number of driveways on public streets. The site has two existing drive accesses to the site, one on the alley and one on Porter Street. There are no changes proposed to the existing driveways; therefore, the driveway requirements have been satisfied.

17.28.100 Off-Street Parking

There are 36 parking stalls provided for the site, two of which are ADA-accessible. as shown on approved Site Plan Review No. 2019-41. Chapter 17.54.040 of the City of Hanford's Municipal Code requires 1 space per guest room plus 1 space per employee for all motel, hotel, or bed and breakfast inn uses. The site will have 33 guest rooms and four employees with the construction of the manager's suite. Therefore, a minimum of 37 parking stalls is required.

Calculation: 33 guest rooms + 4 employees = 37 parking stalls (minimum)

The applicant is proposing to restripe a portion of the parking lot to accommodate the extra required parking stall, as shown on approved Site Plan Review No. 2019-23.

17.28.110 Usable Open Space

There is no standard requirement for minimum usable open space. However, conditional uses may be required to provide usable open space as a condition of approval. This is not a conditional use; therefore, it does not require additional usable open space.

17.28.120 Landscaping

Landscaping shall be provided for each use as prescribed in Chapter 17.52 of the Hanford Municipal Code. Landscaping shall be provided and permanently maintained in a setback area not less than 15 feet from a lot line adjoining a street, except where the setback area is covered by structures, parking, or driveways. All building setback areas and open space areas required by this title that are visible from a public right-of-way shall be landscaped. All areas of a project site not intended for a specific use, including pad sites held for future development, shall be landscaped unless it is determined by the Community Development Director that landscaping is not necessary to fulfill the purposes of this chapter. The site satisfies all landscape requirements.

17.28.130 Screening, Fences, and Walls

There is existing fencing along the front and side lot lines and an existing wall along the rear lot line. According to the Municipal Code Section 17.28.130(B), a block wall with a minimum height of seven feet shall be provided along any side or rear lot line that abuts an R-L, R-M, R-H, OR, PF, AP, or CO zone district. According to the Municipal Code Section 17.54.160, where an off-street parking area located in a commercial or mixed use zone district adjoins a residential zone district or the O or OR zone district, a solid wall or fence, approximately seven (7) feet in height shall be located at the property line common to such districts, except in a required front setback area. The Site Plan Review Committee may reduce the required height or type of screening if they find that the standard screening requirement is not necessary to protect the residential zone district from light, noise, and safety impacts. The rear lot line abuts an OR zone district; therefore, the wall is required along the rear property line. The Site Plan Review Committee is permitting the existing wall to remain, as is. This satisfies the screening, fences, and walls requirement of the MX-D Downtown Mixed Use zone district.

17.28.140 Signs

All signage must follow the standards set in Chapter 17.56 of the City of Hanford's Municipal Code. Permanent building signs may be up to two square feet per one lineal foot of building frontage up to 100 square feet on primary frontage and one square foot per one lineal foot up to 100 sq. ft. on secondary frontage. Only external illumination or exposed neon illumination is permitted. There is an existing freestanding sign at the northeast corner of the property. Permanent freestanding signs are not permitted. However, the sign is considered legally existing, nonconforming as it was approved prior to the 2017 General Plan update. According to Section 17.56.250, "A sign or outdoor advertising display of any character lawfully occupying a site prior to the adoption of this zoning code or on the effective date of applicable amendments to the zoning code which as a result of the adoption or amendment to the zoning code does not conform with the standards for subject matter, location, size, lighting or movement prescribed for the district in which it is located, shall be deemed to be a nonconforming sign or outdoor advertising structure and may be displayed and maintained in said district, except as otherwise provided in this section."

Proposed signage will require a separate application and will be evaluated at the time of submittal.

17.28.150 General Provisions and Standards

All uses within the MX-D Downtown Mixed Use zone district are required to be conducted entirely within a completely enclosed permanently fixed structure, except where specifically permitted by this title. The use proposed will occur within an existing, permanently fixed structure.

All requirements of the MX-D Downtown Mixed Use zone district, prescribed by Chapter 17.28 of the Hanford Municipal Code, are satisfied.

Historic Regulations

The proposed building will match the colors and architectural style of the existing buildings on site. Per Section 17.48.080, City Council is granted the authority to approve deviations from the provisions of Section 17.48 if they find that the deviation is necessary to achieve the purposes of this chapter and that the deviation will not adversely affect the public health, safety and general welfare of the citizens of Hanford. Staff recommends that the project deviates from the following regulations in order to maintain consistency between the proposed and existing buildings:

1. Section 17.48.150(D)(2): New construction should maintain the continuity of existing rows of buildings or help to establish such continuity. Façades should be constructed at the property line facing the street.

   According to 17.04.010(D) of the Hanford Municipal Code, “should” is not mandatory but is strongly recommended. The existing buildings on site are not presently in a continuous row nor are they placed at the property lines facing the street.

2. Section 17.48.150(D)(4): New buildings should be constructed to within ten percent (10%) of the average height of the existing adjacent buildings. The maximum height of any new building should be fifty (50) feet. The minimum height should be twenty (20) feet. Sidewalk level commercial spaces should have a minimum ceiling height of ten (10) feet from the floor.

   According to 17.04.010(D) of the Hanford Municipal Code, “should” is not mandatory but is strongly recommended. The height proposed for the new one-story structure is 15 feet. The existing adjacent building is taller.

3. Section 17.48.150(D)(5): Brick is the preferred exterior material for new construction. The color and texture should be similar to that of brick historically used in the City. Stuccoed surfaces may be permitted on a limited basis. The use of wood, synthetics and metal siding shall be prohibited.

   The existing buildings have wood siding. A brick or stuccoed surface would not be compatible with the existing building character on site. The proposed façade is consistent with the surrounding buildings on site and would maintain the overall appearance of the Irwin Street Inn.

4. Section 17.48.150(D)(6): A new façade should be rectangular in shape and its proportions (width in relation to height) should be consistent or compatible with the proportions of adjacent historic buildings. The principal directional expression of new façades may be horizontal or vertical. Façades of one-story buildings should be organized into three (3) horizontal or vertical bands: store front, solid wall space above the store front, and cornice

with or without parapet. Two-story buildings should be organized into three (3) or four (4) horizontal bands: store front, horizontal band (optional), second floor, and cornice (with or without parapet). Such bands should align with those of adjacent buildings.

According to 17.04.010(D) of the Hanford Municipal Code, “should” is not mandatory but is strongly recommended. The proposed building is not organized into the three bands as described as there is no solid wall space above a store front; none of the existing buildings have a band of solid wall space above a store front. There are no store fronts located on site. Providing that space would not be compatible with the existing building character on site. Bands on the proposed one-story building will complement the bands of the existing buildings.

5. Section 17.48.150(D)(7): Façades should be organized into three (3), four (4) or five (5) bays. The directional expression of windows and doors should be vertical, though several vertical elements may be combined to form a horizontal opening.

   According to 17.04.010(D) of the Hanford Municipal Code, “should” is not mandatory but is strongly recommended. The width of the proposed building façade is smaller than that of the existing buildings, so the proposed bays on the proposed building façade are sufficient to match the architectural style of the existing buildings.

6. Section 17.48.150(D)(11): False fronts or parapet walls should conceal roofs from the public view. Mansard, free form, and geometric roof shapes shall be prohibited.

   No roof currently is concealed from public view. A false front or parapet walls concealing the roof from public view would not be compatible with the existing building character on site.

The regulations set forth are mostly representative of restrictions applicable to buildings occurring within the Historic Overlay Zone, while this project is a historic site located outside of the Historic Overlay Zone. Many of the historic sites outside of the Zone do not conform to these regulations. In order for this site to achieve the purposes of this chapter, these deviations are necessary; these deviations will not adversely affect the public health, safety, and general welfare of the citizens of Hanford. The project complies with all other applicable standards set forth in Chapter 17.48 of the Hanford Municipal Code.

FINDINGS FOR APPROVAL

In accordance with Section 17.48 of the Hanford Municipal Code, staff recommends approval of Historic Resources Permit 2020-02 and that the approval of the historic resources permit will allow private investment in the Downtown, enhance the property values, and preserve to the extent possible historic elements of the site; and make the following findings:

1. That the proposed structure is consistent with the intent of development standards for contributing sites outside of the Historic Overlay Zone.

2. That the proposed project will provide a complementary setting and environment in the Historic District.

3. That the project will preserve and encourage a city of varied architectural styles reflecting the cultural, social, economic, political, and architectural phases of its history.

4. That the proposal will promote and encourage the continued private ownership and utilization of structures so that the objectives set forth in Section 17.48 can be attained.

5. That the request will not adversely affect the public health, safety and general welfare of the citizens of Hanford.

RECOMMENDATION – CONDITIONS OF APPROVAL

The City Council may approve, approve with conditions, or deny the permit.

Staff recommends that the City Council approve Historic Resources Permit No. 2020-02, subject to the following conditions:

1. That approval of this project does not exempt compliance with all applicable sections of the Zoning Ordinance, Public Works Improvement Standards, fees, or other City Ordinances.

2. That the alterations to the site be completed in accordance with the proposed changes. Future changes may be approved by the Community Development Director or forwarded to the City Council for review.

3. That all conditions of approval cited in the site plan review approval letter are also conditions of approval for this permit.

Applicant
Arturo Quintero
908 N. Irwin Street
Hanford, CA 93230

Property Owner
Jagdish Patel
8749 Lacey Boulevard
Hanford, CA 93230

RESOLUTION 20-30-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD APPROVING HISTORIC RESOURCES PERMIT NO. 2020-02 TO CONSTRUCT A MANAGER'S SUITE AT THE IRWIN STREET INN. THE PROPERTY IS DESIGNATED AS A CONTRIBUTING BUILDING OUTSIDE OF THE HISTORIC OVERLAY ZONE. THE PROJECT IS LOCATED AT 522 N. IRWIN STREET (APN 010-235-012).

At a regular meeting of the City Council of the City of Hanford duly called and held on November 17, 2020, at 7:00 p.m. in the Council Chambers of the Civic Auditorium, it was moved by Council Member _____, and seconded by Council Member _____, and duly carried, that the following resolution be adopted:

WHEREAS, an application, filed by Arturo Quintero for Historic Resources Permit No. 2020-02, as shown in **Exhibit A**, was presented to the City Council; and

WHEREAS, the proposed project is located at 522 N. Irwin Street (APN 010-235-012); and

WHEREAS, the City Council of the City of Hanford, at a regular meeting on November 17, 2020, reviewed the request for Historic Resources Permit No. 2020-02; and

WHEREAS, Section 15332 of the California Environmental Quality Act Guidelines categorically exempts "In-Fill Development Projects" from Environmental Review; and

WHEREAS, the City Council of the City of Hanford reviewed the application for the Historic Resources Permit No. 2020-02 and found that the application is consistent with Section 17.48 of the Hanford Municipal Code and that the approval of the historic resources permit will allow private investment in the Downtown, enhance the property values, and preserve to the extent possible historic elements of the site; and make the following findings:

1. That the proposed structure is consistent with the intent of development standards for contributing sites outside of the Historic Overlay Zone.

2. That the proposed project will provide a complementary setting and environment in the Historic District.

3. That the project will preserve and encourage a city of varied architectural styles reflecting the cultural, social, economic, political, and architectural phases of its history.

4. That the proposal will promote and encourage the continued private ownership and utilization of structures so that the objectives set forth in Section 17.48 can be attained.

5. That the request will not adversely affect the public health, safety and general welfare of the citizens of Hanford.

THEREFORE, BE IT RESOLVED that the City Council of the City of Hanford hereby approves Historic Resources Permit No. 2020-02, subject to the following conditions:

1. That approval of this project does not exempt compliance with all applicable sections of the Zoning Ordinance, Public Works Improvement Standards, fees, or other City Ordinances.

2. That the alterations to the site be completed in accordance with the proposed changes. Future changes may be approved by the Community Development Director or forwarded to the City Council for review.

3. That all conditions of approval cited in the site plan review approval letter are also conditions of approval for this permit.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Hanford hereby approves Historic Resources Permit No. 2020-02. Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on November 17, 2020, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED: _____
JOHN DRAXLER
MAYOR of the City of Hanford

ATTEST: _____
NATALIE ORTEGA
INTERIM CITY CLERK

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

I, NATALIE ORTEGA, Interim City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 17th day of November, 2020.

Date: _____

_____
NATALIE ORTEGA
INTERIM CITY CLERK

Exhibit A
Approved Site Plan and Elevations

GENERAL NOTES
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MANAGER'S OFFICE/LIVING SITE PLANS
FOR JAGDISH PATEL
SPR 2019-23
502-1073 (REV. 3)

PARKING PLAN
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SITE PLAN
MANAGER'S OFFICE/LIVING SUITE PLANS
FOR: JACDISH PATEL
A.Q. DESIGNS

GENERAL NOTES

1. All work shall conform to the 2019 Editions of the International Building, Uniform Mechanical, Uniform Plumbing and International Fire Codes, and the 2019 Edition of the National Electrical Code.
2. Guarantee: All workmanship and materials shall be guaranteed for a minimum of one year from completion date.
3. No person may tap into any fire hydrant for any purpose other than fire suppression or emergency aid without first obtaining written approval from the water purveyor supplying water to the hydrant and from the Kings County Health Dept.
4. All hoses used in connection with any construction activities shall be equipped with a shutoff nozzle. When an automatic shutoff nozzle can be purchased or otherwise obtained for the size or type of hose in use, the nozzle shall be an automatic shutoff nozzle.
5. No potable water may be used for compaction or dust control purposes in construction activities where there is a reasonably available source of reclaimed or other sub-potable water approved by the Kings County Health Dept. and appropriate for such use.
6. Adequate water shall be applied during construction in order to control dust caused by grading and construction.
7. Contractor to determine the location of underground utilities and services and perform work in a manner which will avoid possible damage to such.
8. Excavation: Excavate for utility trenches, sewer, drain lines and footings. Slope utility trenches uniformly. Backfill of footing and utility trenches shall be compacted of clean sand, mechanically compacted in 6" lifts to a minimum of 95% compaction. Footings shall rest on firm, undisturbed soil or compacted fill. Soil below the interior concrete slab shall be pre-saturated to a depth of 18 inches prior to placing the concrete.
9. Exterior finish: Exterior grade horizontal lap siding over 1" thk (R=4) rigid foam insulation.
10. Roofing: Fire treated wood shake roofing (to match existing on existing building) minimum Class "C" Cool Roof over 30# roofing felt. Installed as per manufacturer's recommendations.
11. Insulation: Fiberglass batt insulation with Type II, Class A, foil-scrim-kraft vapor retarder membrane on one face, respectively, or blanket type. (In CLASSROOM #1 only)

    Walls: R-21 (at wall cavity) R-4 Rigid insulation (at exterior of walls)
    Rafters: R-19
    Ceiling: R-38
    HVAC ductwork to be NEW and insulated with R-8 insulation with a maximum 3% duct leakage.
12. All gypsum board in areas subject to moisture shall be water-resistant.
13. Gypsum board utilized in fire-separation walls shall be 5/8" Type "X".
14. All foundation and related site work shall comply with the requirements of Chapter 18 of the CBC.
15. Foundations have been designed for a maximum soil pressure of 1500 PSF.
16. All concrete used for this work shall comply with A.C.I. "Specifications for Structural Concrete" (A.C.I. 301-89). The material used to prepare the concrete shall meet the following standards:

    Water — Clean, Potable
    Portland Cement — ASTM C150
    Coarse Aggregate (3/4" rock) — ASTM C33
    Fine Aggregate Clean Sand — ASTM C33-77
17. All concrete used for this work shall be proportioned to meet the following 28 day ultimate compressive strength requirements.

    Footings — 2500 PSI
    Slab on Grade — 2500 PSI
18. All reinforcing bars, anchor bolts, hold-downs and other embeds shall be well secured in place prior to concrete placement.
19. Reinforcing bars shall conform to ASTM A615 for deformed bars, Grade 40 for #4 bars and smaller, Grade 60 for #5 bars and larger.
20. All bars shall be clean of rust, grease or other materials likely to impair bond.
21. All reinforcing bar bends shall be made cold and conform to the ACI Manual of Standard Practice.
22. Reinforcing bars shall be wired together at splices and lapped 40 diameters.
23. U.O.N., minimum concrete coverage for reinforcing bars shall be as follows:

    Concrete in contact with earth, unformed — 3"
    Concrete in contact with earth, formed — 2"
    Slab on grade — 2"
24. All structural woodwork shall be done in accordance with the provisions of Chapter 23 of the CBC.
25. All structural lumber shall be Douglas Fir-Larch of the grade indicated below or better, unless otherwise noted on plans.

    Horizontal Framing 2x or Smaller — No.2
    Horizontal Framing 4x or Larger — No.1
    2x4 Studs and Blocking — Stud
    2x6 and Larger Studs and Blocking — Stud
    4x4 Post — No.2
    3x5 Posts or Larger — No.2
    Wall Plates — No.1
    Wood Sill on Concrete — No.1
    All Wood Exposed to the Elements — P.T. No. 1 or Redwood
26. All plywood (or OSB) for structural uses shall be A.P.A. Rated Sheathing Exposure 1 or better with exterior glue, sized and nailed as noted on drawings and/or schedule.
27. Cutting, boring, or notching of girders, beams, joists and other structural elements shall not be permitted without the approval of the Designer or as specifically detailed on the drawings.
28. Holes for bolts in wood shall be drilled 1/16" larger than bolt diameter. Metal washers shall be provided for head and nuts of bolts and lag screws that bear on wood.
29. Nailing, Common wire nails, galvanized where exposed to the exterior. Size and spacing of nails shall conform to Table 23-II-B-1.
30. All framing clips, angles, post caps, bases, etc., shall be as manufactured by "Simpson Strong Tie Co." or equal and galvanized where exposed to the exterior.
31. U.O.N., headers shall consist of a solid member the width of the studs and a nominal depth as given below:

    Maximum Span — Nominal Depth
    3'-0" — 4"
    4'-0" — 6"
    6'-0" — 8"
    8'-0" — 10"
    11'-0" — 12"

    Note: All exterior headers for doors and windows are to be 4 x 12, U.O.N.
32. Waste lines shall be P.B.S. pipe, vent pipes shall be P.V.C. pipe, hot and cold water lines shall be copper pipe, type "L" underground and type "M" above ground, and hose bibs shall be 3/4" diameter brass.
33. Toilet shall be ultra low-flow with a maximum flush capacity of 1.28 gallons per flush.
34. Lavatory and sink faucets shall have a maximum flow capality of 1.2 gpm and kitchen faucets at 1.8 gpm.
35. Provide access panel (12"x12" min.) or utility space for all plumbing fixtures having concealed slip-joint connections.
36. Provide pressure valve or mixing valve to limit water temperature to 120 degrees F. at tubs and showers.
37. All hot water faucets that have more than 10 feet of pipe between the faucet and the hot water heater serving such faucet shall be equipped with a hot water recirculating system.
38. All hot water piping in unheated areas shall be insulated as per Cal. Energy Code 150.0(j)2 for water piping system.
39. Water Heater: EHW Heater 1 gas Tankless water heater. 199,000 BTUH/Hr
40. Provide a non-removable back flow prevention device at hose bibbs.
41. Exhaust fans shall be capable of providing 5 air changes per hour, minimum.
42. Electrical: Builder is to an underground conduit from Main Building electrical panel into new 100 amp sub-panel in Proposed Manager's Suite. Label all breakers at panel.
43. Provide separate GFIC circuits for bathrooms and exterior receptacles.
44. All conductors to be copper in conduit.
45. HVAC: A/C and heating electric unit placed under window. 12,000 BTU, 5 KW. Manuf: Gree E-TAC Model #ETAC12HP23CV3CACP

EROSION CONTROL MEASURE NOTES

1. The following measures must be taken during winter operations, between October 1 and April 30. Sediment control shall be placed for the duration of the project.

   a) Dust control practices to be used
   b) Prior to commencement of any land disturbance, the builder shall schedule an inspection with the City of Hanford to ensure all necessary sediment controls are in place and in compliance with Californa or CASQA BMP Fact Sheets.
   c) During construction, inspections by the City of Hanford will be conducted to inspect drainage device installation, review the maintenance and effectiveness of BMP's installed, as well as, to verify that pollutants of concern are not discharged from the site.
   d) Prior to final inspection, the builder shall schedule an inspection with the City of Hanford to ensure that all disturbed areas have been stabilized and that all temporary erosion and sediment control measures that are no longer needed have been removed.
   e) Sufficient quantities of erosion control materials shall be kept on site at all times to be installed a soon as possible and prior to likely precipitation events.
   f) Runoff from the site shall be detained or filtered by berms, vegetated filter strips, and/or catch basins to prevent the escape of sediment from the site.
   g) Drainage control measures shall be maintained and in place at the end of each day and continuously throughout the life of the project during winter operations.
   h) All construction materials that are not actively being used must be raised and covered.
   i) No porta-potties will be used.
   j) Waste material dumpster shall be covered nightly and protected from rain.

DOOR NOTES

1. EXTERIOR DOORS SHALL BE 3'-0" x 6'-8" x 1-3/4" TH. HOLLOW METAL (UNL.) INTERIOR DOORS SHALL BE 1-3/8" TH. WOOD, HOLLOW CORE, (UNL.) U.O.N.
2. NEW EXIT SIGNS SHALL BE PER CBC SECT. 1003.2.8. THE PATH OF TRAVEL TO AND WITHIN EXITS SHALL BE IDENTIFIED BY THESE SIGNS.
3. NO POINT SHALL BE MORE THAN 100 FEET FROM THE NEAREST VISIBLE SIGN.
4. PLACE SIGN ON DOOR HEADER IN 1" HIGH BLOCK LETTERS TO READ "THIS DOOR TO REMAIN UNLOCKED WHILE BUILDING IS OCCUPIED".
5. THE COLOR AND DESIGN OF LETTERING, ARROWS AND OTHER SYMBOLS ON EXIT SIGNS SHALL BE HIGH IN CONTRAST WITH THEIR BACKGROUND. EXIT SIGNS SHALL HAVE THE WORD "EXIT" ON THE SIGN IN BLOCK CAPITOL LETTERS NOT LESS THAN 6" IN HEIGHT WITH A STROKE OF NOT LESS THAN 3/4". THE WORD "EXIT" SHALL HAVE LETTERS HAVING A WIDTH OF NOT LESS THAN 2" AND A MINIMUM SPACING BETWEEN LETTERS OF NOT LESS THAN 3/8".
6. ILLUMINATION: EXIT SIGNS SHALL BE INTERNALLY ILLUMINATED WITH AN INTENSITY OF NOT LESS THAN 5 FOOTCANDLES. ALL EXIT SIGNS SHALL BE ILLUMINATED AT ALL TIMES. THE EXIT SIGNS SHALL ALSO BE CONNECTED TO AN EMERGENCY ELECTRICAL SYSTEM PROVIDED FROM STORAGE BATTERIES, UNIT EQUIPMENT, OR ON SITE GENERATOR SET, AND THE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE ELECTRICAL CODE.
7. ANY TIME THE BUILDING IS OCCUPIED, THE MEANS OF EGRESS SERVING THE OCCUPIED PORTION SHALL BE ILLUMINATED AT AN INTENSITY OF NOT LESS THAN 1 FOOTCANDLE AT THE FLOOR LEVEL.
8. ADDITIONAL EXIT SIGNS MAY BE REQUIRED DURING FINAL INSPECTION. EXACT LOCATIONS MAY BE ALTERED DURING FINAL INSPECTION.
9. EXIT DOORS: SHALL OPEN FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. DEAD BOLTS OR SECURITY CHAINS ARE NOT TO BE MOUNTED MORE THAN 48" ABOVE THE FLOOR. LATCHING AND LOCKING DOORS THAT ARE HAND ACTIVATED SHALL BE OPERABLE WITH A SINGLE EFFORT BY LEVER TYPE HARDWARE, PANIC BARS, PUSH-PULL ACTIVATING BARS, OR OTHER HARDWARE DESIGNED TO PROVIDE PASSAGE WITHOUT REQUIRING THE ABILITY TO GRASP THE OPENING HARDWARE. THE ACTIVATING MEMBER SHALL BE MOUNTED AT A HEIGHT OF NOT LESS THAN 30" NOR MORE THAN 44" ABOVE THE FLOOR. THE UNLATCHING FORCE SHALL NOT EXCEED 5 LBS. FOR INTERIOR AND EXTERIOR DOORS AND 15 LBS. FOR REQUIRED FIRE DOORS WHEN APPLIED IN THE DIRECTION OF TRAVEL. THE BOTTOM 10" OF A DOOR MUST HAVE A SMOOTH, UNINTERRUPTED SURFACE. ALL EGRESS DOORS SHALL SWING IN THE DIRECTION OF EGRESS.
10. ALL INTERIOR DOORS SHALL HAVE LEVER TYPE HARDWARE MOUNTED BETWEEN 30" AND 44".

FIRE DEPARTMENT NOTES

ADDRESS NUMBERS TO BE POSTED

1. Before construction begins, temporary or permanent address numbers shall be posted. Permanent address numbers shall be posted prior to request of final inspection. All address numbers (permanent or temporary) shall be posted on the property so as to be clearly visible from both directions of travel along the road. Where visibility cannot be provided, a post or sign bearing the address numbers shall beset adjacent to the driveway or access road to the property. Address numbers posted shall be "Arabic" (1, 2, 3, etc.), not "Roman" (I, VI, X, etc.) or written out in words (Thirteen, Seventy-Six, etc.). Address numbers posted shall be a minimum number height of 4 inches, 3/8 inch wide stroke, and contrasting with the background colors of the sign. NOTE: If numbers are not posted, Building/Fire Inspectors will not grant a final inspection.

FLOOR PLAN NOTES

1. EACH ROOM CONTAINING A WATER CLOSET MUST HAVE AT LEAST ONE FLOOR LIGHT FIXTURE WITH A MIN. OF 40 LUMENS PER WATT.
2. LIGHT FIXTURES, FANS, OR HEATS LAMP FIXTURES ABOVE SHOWER SHALL BE WATER PROOF AND COMPLY WITH N.E.C. (410-4A; 40)
3. AFCI PROTECTION REQUIRED THROUGHOUT ALL NEW 15 AMP AND 20 AMP 120 VOLT CIRCUITS.
4. CARBON MONOXIDE DETECTORS ARE REQUIRED OUTSIDE EACH SEPARATE SLEEPING AREA IN THE VICINITY OF THE BEDROOM.
5. SMOKE DETECTORS SHALL BE HARD WIRED AND EQUIPPED WITH 9-VOLT BATTERY BACK-UP. DETECTOR SHALL SOUND AN ALARM AUDIBLE IN ALL SLEEPING AREAS W/IN A UNIT.
6. A DEDICATED 20 AMP BRANCH CIRCUIT SHALL BE PROVIDED TO SUPPLY BATHROOM RECEPTACLES OUTLETS PER CEC 210.11(C)(3).
7. LAMPS USED FOR GENERAL LIGHTING IN THE BATHROOM SHALL BE FLUORESCENT. ALL THE ELECTRICAL OUTLETS THAT SERVE THE BATHROOM SHALL HAVE G.F.I.C. PROTECTION.
8. HEAT-A-VENTLITE EXHAUST FAN, HEAT LAMP, & LIGHT FIXTURE COMBO 1,500 W FAN-FORCED HEAT. BATHROOM EXHAUST FANS SHALL BE ENERGY STAR EXHAUST FANS AND MUST BE CONTROLLED BY A HUMIDITY CONTROL (CALGreen 4.506.1). THE MINIMUM EXHAUST RATE SHALL BE 50 CFM FOR INTERMITTENT VENTILATION OR 20 CFM FOR CONTINUOUS VENTILATION PER CRC R303.3 (FLUE FAN THRU ROOF) AND 100 WATT LIGHT, INDIVIDUALLY SWITCHED.
9. SHOWER : PRE-FABRICATED FIBERGLASS STEP-IN SHOWER UNIT WITH CURTAIN ROD. WALL SPLASH SHAL BE UP TO +72" FROM DRAIN INLET. UNIT SHALL BE SET OVER 1/2" WATER-RESISTANT GYP. BD.

   SHOWERS MUST HAVE A MINIMUM INSIDE CLEAR DIMENSION OF 30 INCHES WITH A MINIMUM TOTAL AREA OF 1,024 SQUARE INCHES.

   SHOWER CURTAINS OR ENCLOSURES ARE REQUIRED.

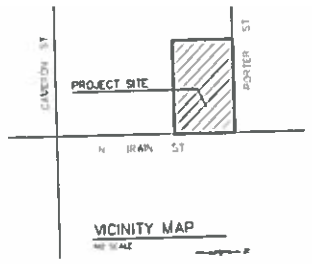
   SHOWER DOORS MUST BE AT LEAST 22 INCHES WIDE.
10. SHOWER SHALL HAVE A PRESSURE BALANCED ANTISCALDING VALVE OR THERMOSTATIC MIXING VALVE CPC 420
11. ALL PLUMBING FIXTURES CONNECTED TO THE DOMESTIC WATER SYSTEM SHALL BE EQUIPPED WITH AN APPROVED BACKFLOW PREVENTION DEVICE OR ATMOSPHERIC VACUUM BREAKERS PER CPC SECTION 603.4
12. ALL APPLIANCES, INCLUDING WATER HEATERS, LISTED IN SECTION 100(G) OF THE CALIFORNIA ENERGY CODE SHALL BE CERTIFIED TO MEET OR EXCEED THE MINIMUM SPECIFICATION OR EFFICIENCIES APPROVED BY THE COMMISSION.
13. ALL BRANCH CIRCUITS THAT SUPPLY 125V SINGLE PHASE, 15- AND 20- AMPERE RECEPTACLES OUTLETS INSTALLED IN DWELLING UNIT BEDROOMS SHALL BE PROTECTED BY AN ARC-FAULT CIRCUIT INTERRUPTER(S) LISTED TO PROVIDE PROTECTION OF THE ENTIRE BRANCH CIRCUIT.
14. OPENINGS AROUND GAS VENT, PIPES, DUCTS, AT THE CEILING SHALL BE FIREBLOCKED W/NON-COMBUSTIBLE MATERIALS.
15. THE INSTALLER SHALL POST IN A CONSPICUOS LOCATION IN THE BUILDING AN INSULATION CERTIFICATE SIGNED BY THE INSTALLER STATING THAT THE INSTALLATION IS PER PLAN. THE CERTIFICATE SHALL STATE THE MANUFACTER'S NAME AND MATERIAL, THE R-VALUE AND THE MINIMUM INSTALLED WEIGHT PER SQUARE FOOT (CEC SEC. 10-103).
16. EVERY FENESTRATION PRODUCT INSTALLED IN CONSTRUCTION SHALL HAVE ATTACHED TO IT CLEARLY VISIBLE TEMPORARY LABEL CERTIFICATE THAT LISTS THE U-FACTOR, THE SOLAR HEAT GAIN COEFFICIENT OF THAT PRODUCT AND THE COMPLIANCE WITH AIR LEAKAGE (CEC SEC. 10-111A NOT TO BE REMOVED BEFORE INSPECTION.
17. WHEN LOOSE-FILL INSULATION IS INSTALLED, THE MINIMUM INSTALLED WEIGHT PER SQUARE FOOT SHALL COMPLY WITH THE INSULATION MANUFACTURERS' INSTALLED DESIGN WEIGHT PER SQUARE FOOT AND THE MANUFACTURER'S LABELED R-VALUE SHALL CONFORM W/THE INSULATION.
18. ALL EXTERIOR LIGHTING IS TO BE WEATHER PROTECTED.
19. 125 AND 250-VOLT RECEPTACLES INSTALLED OUTDOORS IN A WET LOCATION SHALL HAVE AN ENCLOSURE THAT IS WEATHERPROOF WHETHER OR NOT THE ATTACHMENT PLUG CAP IS INSERTED. C.E.C. 406.8 (B)(1)
20. PEX TUBING SHALL NOT BE INSTALLED WITHIN THE FIRST 18" OF PIPING CONNECTED TO A WATER HEATER.
21. JOINTS AND OTHER OPENINGS IN THE BUILDING ENVELOPE THAT ARE POTENTIAL SOURCES OF AIR LEAKAGE SHALL BE CAULKED, GASKETED, WEATHER-STRIPPED OR OTHERWISE SEALED TO LIMIT INFILTRATION AND EXFILTRATION. (SECTION 10-103 (a) OF THE RESIDENTIAL COMPLIANCE MANUAL.
22. THE BUILDER/CONTRACTOR SHALL PROVIDE THE OWNER AND THE CITY OF HANFORD BUILDING DIVISION WITH A COPY OF THE CF-6R INSTALLATION CERTIFICATE AT THE TIME OF FINAL INSPECTION. SECTION 10-103 (a) OF THE RESIDENTIAL COMPLIANCE MANUAL)
23. ALL LIGHTING TO BE INSTALLED SHALL BE FLUORESCENT.
24. PERMANENTLY INSTALLED LUMINAIRES IN BATHROOMS AND LAUNDRY ROOM SHALL BE HIGH-EFFICACY LUMINAIRES OR BE CONTROLLED BY OCCUPANT SENSORS CERTIFIED TO COMPLY WITH SECTION 1193. THAT DOES NOT TURN ON AUTOMATICALLY OR HAS AN ALWAYS ON OPTION. 150 (k) 9 (A).
25. LUMINAIRES PROVIDING OUTDOOR LIGHTING AND PERMANENTLY MOUNTED TO A RESIDENTIAL BUILDING OR TO OTHER BUILDINGS ON THE SAME LOT SHALL BE HIGH-EFFICACY LUMINAIRES AND CONTROLLED BY MOTION SENSORS AND PHOTO CONTROL.
26. ALL INSTALLED LUMINAIRES SHALL BE HIGH-EFFICACY AS PER (CALIFORNIA ENERGY CODE SECTION 150(k)1). INCLUDING THE FAN LIGHTS AND CHANDELIERS (IF ANY ARE USED IN THIS PROJECT)
27. 125-VOLT, 15 AMP AND 20 AMP RECEPTACLE OUTLETS SHALL BE LISTED TAMPER-RESISTANT RECEPTACLES PER CEC 406.11.
28. GFIC PROTECTION REQUIRED FOR ALL 125-VOLT, SINGLE PHASE, 15 AND 20 AMPERE RECEPTACLES INSTALLED WHITHIN 6 FEET OF ALL DWELLING UNIT SINKS (INCLUDING KITCHEN SINKS). RULE WILL NOW INCLUDE THE GARBAGE DISPOSAL RECEPTACLE LOCATED UNDER THE SINK. CEC ARTICLE 210.8(A)(7).
29. PROVIDE TAMPER-RESISTANT RECEPTACLES PER CEC ARTICLE 406.12.

NOTE:
BUILDER IS TO REPLACE ANY DAMAGED PORTIONS OF CURB AND GUTTER AS A RESULT OF THIS CONSTRUCTION AS PER CITY OF HANFORD STANDARDS

NOTE: OBTAIN AN ENCROACHMENT PERMIT FOR ANY WORK DONE WITHIN THE CITY RIGHT OF WAY WHICH MAY BLOCK ANY PORTION OF THE SIDEWALK INCLUDING PROVIDING A DETOUR PLAN FOR PEDESTRIANS IF SIDEWALK IS BLOCKED. DO NOT PLACE ANY PERMANENT STRUCTURES WITHIN CITY RIGHT OF WAY

DURING CONSTRUCTION, THE BUILDER SHALL MAINTAIN THE CITY RIGHT-OF-WAY (STREET/SIDEWALK) FREE FROM DEBRIS AND DIRT

NOTE: ALL CONSTRUCTION WORK IN THE CITY RIGHT-OF-WAY WILL REQUIRE A SEPARATE ENCROACHMENT CONSTR. PERMIT. THE FEE IS IN ADDITION TO AND SEPARATE FROM ANY DEVELOPMENT FEES ASSESSED BY THE BUILDING PERMIT



PROPERTY DATA

PROPERTY OWNER:	JAGDISH P. PATEL
MAILING ADDRESS:	8749 LACEY BLVD. HANFORD CA 93230
PROJECT ADDRESS:	522 N. IRWIN ST HANFORD CA 93230 A.P.N. 010-235-012
PROPERTY APPLICANT:	ARTURO QUINTERO (A.Q. DESIGNS)
MAILING ADDRESS:	908 N. IRWIN ST. HANFORD CA 93230
TELEPHONE NUMBER:	(559) 585-3684

BUILDING CODE DATA

1. EXISTING USE	HOTEL
2. PROPOSED USE	HOTEL OFFICE
3. ZONING	MX-D Downtown Mixed Use
4. A.P.N.	010-235-012
5. LOT SIZE	40,000 S.F.
6. BUILDING SIZE	792 S.F.
7. NO. OF STORIES	1-STORY (EXISTING)
8. STRUCTURE HEIGHT	15'-0"
9. PARKING SPACES REQUIRED:	39 SPACES
10. PARKING SPACES PROVIDED:	39 SPACES (INCLUDING 2 A.D.A. SPACE)

SCOPE OF WORK

1. BUILD NEW 792 S.F. MANAGER'S OFFICE/LIVING SUITE

NEW EXTERIOR SIGNS NOTE
ALL NEW EXTERIOR SIGNS ARE TO BE APPROVED UNDER SEPARATE PERMIT BEFORE INSTALLATION.

SHEET SCHEDULE

SHT #	SHEET DESCRIPTION
1	GENERAL CONSTR. NOTES, PROJECT DATA, & VICINITY MAP
2	SITE PLAN
3	FLOOR PLAN & EXTERIOR ELELVATIONS
4	FOUNDATION AND ROOF FRAMING PLANS
5	BUILDING SECTION AND FRAMING DETAILS
6	STANDARD CITY OF HANFORD PUBLIC WORKS DETAILS

1. PROPERTY DATA
2. SITE PLAN
3. VICINITY MAP

Date 9-14-20 | Scale AS NOTED | Job 20-777-07

A.Q. DESIGNS
Professional Drafting Consultant
(559) 585-3684
908 N. Irwin St.
Hanford, CA 93230
e-mail: aqdesigns@gmail.com
Arturo Quintero

MANAGER'S OFFICE/LIVING SUITE PLANS
FOR: JAGDISH PATEL
HANFORD, CA 93230
522 N. IRWIN ST
(559) 707-4181
APN = 010-235-012

Sheet 1 Of Sheets

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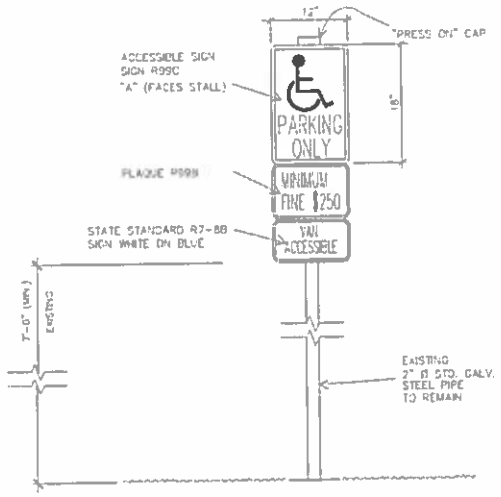
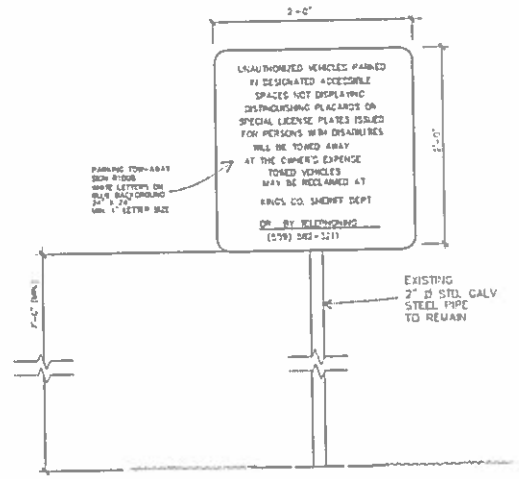


EXISTING SIGN POST — 2
NO SCALE



NOTE: SIMILAR SIGN IS MOUNTED ON ON COLUMN FACING PORTER ST.

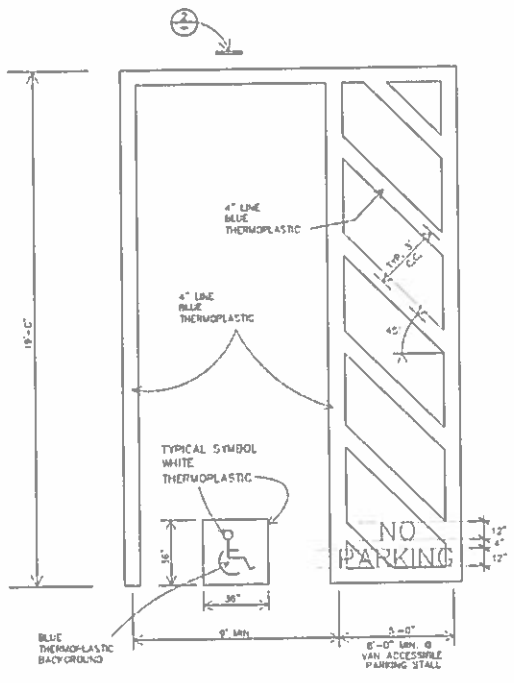
EXISTING SIGN POST — 1
NO SCALE

NOTES

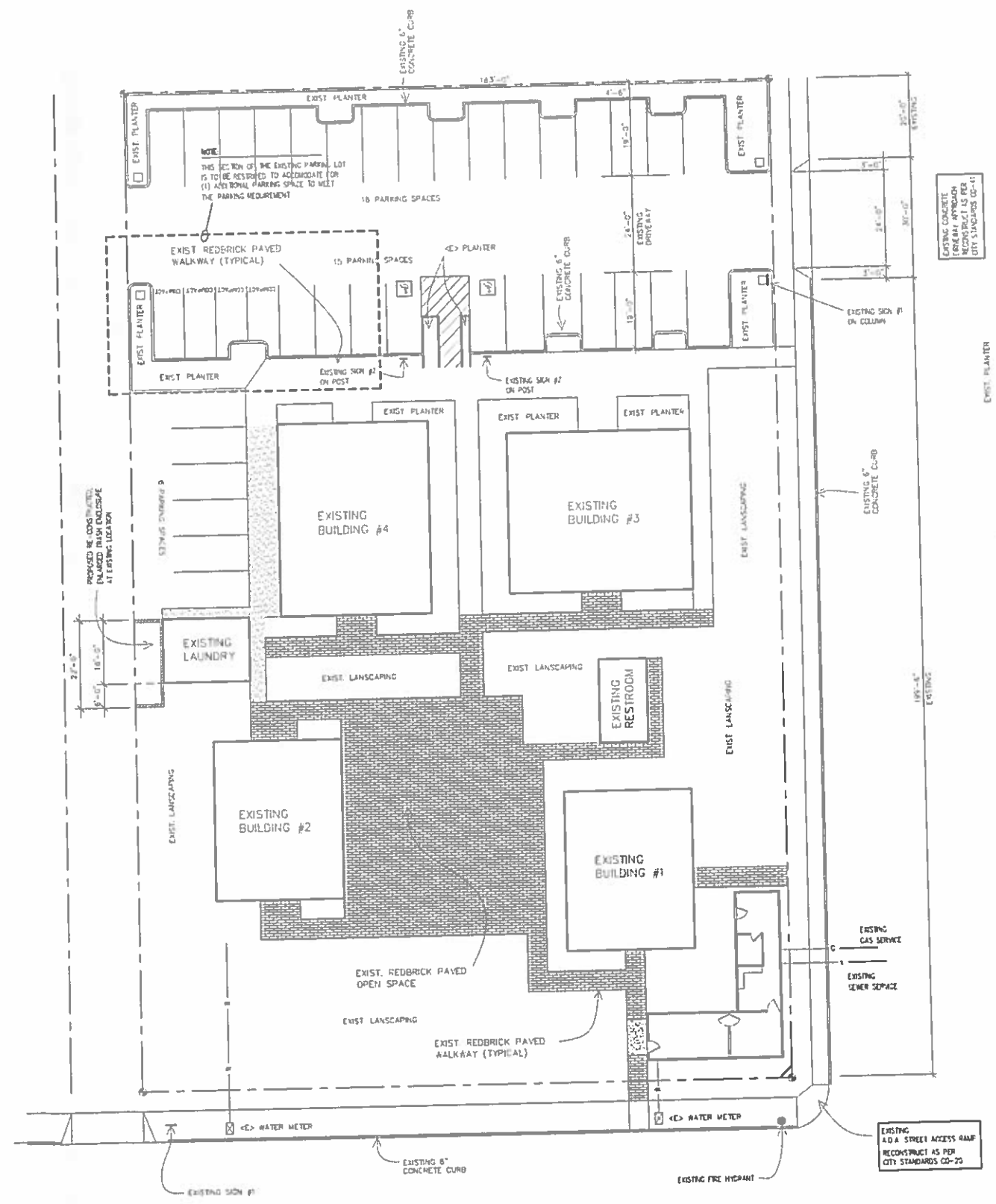
1. A.D.A. SIGN DRAWINGS ARE NOT TO SCALE.
2. PAVEMENT MARKINGS AND STRIPING SHALL BE IN ACCORDANCE WITH STATE SPECIFICATION 8010-12F-02, 04 AND 05; AND SECTION 84-3.
3. EACH COAT SHALL BE APPLIED AT THE RATE OF 1 GALLON PER 107 SQUARE FEET (MIN 2 COATS)
4. REFLECTORIZATION (GLASS SPHERES) SHALL BE TYPE II PER STATE SPECIFICATION 8010-71L-22, APPLIED AT 3 POUNDS PER GALLON FOR EACH COAT
5. LOCATION AND PLACEMENT OF CONTROL POINTS AND PRELIMINARY MARKINGS ARE SUBJECT TO APPROVAL BY THE CITY ENGINEER.
6. SIGNS SHALL BE IN ACCORDANCE WITH SECTION 56-2 OF THE STANDARD SPECIFICATIONS AND PLANS.
7. PARKING STALLS SHALL HAVE A MINIMUM SIDE CLEARANCE OF 1' FROM COLUMNS, WALLS, AND OTHER STRUCTURES.
8. ALTERNATE PARKING ANGLES AND/OR LAYOUTS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL.
9. SIGN MATERIAL SHALL BE 3M SCOTCHLITE REFLECTIVE SHEETING – DIAMOND GRADE OR APPROVED EQUAL

ACCESSIBLE PARKING OFF – STREET NOTES:

1. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking lot facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility.
2. One in every eight accessible off-street parking stalls, but not less than one, shall be served by an accessible aisle of 8'-0" minimum width and shall be signed van accessible. The R7-8b sign shall be mounted below the R99B (CA) plaque or the R99C (CA) sign.
3. In each parking stall, a curb or bumper shall be provided and located to prevent encroachment of vehicles over the required width of walkway. Parking stalls shall be so located that a person with disabilities are not compelled to wheel or walk behind parked cars other than their own.
4. Surface slope of accessible off-street parking stalls shall be the minimum possible and shall not exceed 2 percent in any direction.
5. Where Plaque R99B (CA), Sign R99C (CA) or Sign R7-8b are installed, the bottom of the sign or plaque shall be a minimum of 7'-0" above the surrounding surface.
6. Curb ramps shall conform to the details shown on the Revised Standard Plan RSP A88A.
7. Blue paint, instead of white may be used for marking accessibility aisles in areas where snow may cause white markings to not be visible.
8. The words "NO PARKING" shall be painted in white letters no less than 1'-0" high and located so that it is visible to traffic enforcement officials. See Revised Standard Plan RSP A90B for details of the "NO PARKING" pavement marking.
9. An R100B (CA) sign shall be posted in a conspicuous place at each entrance to off-street parking facilities or immediately adjacent to and visible from each stall. The sign shall include the address where the towed vehicle may be reclaimed and the telephone number of the local traffic law enforcement agency.
10. Where a single (non-van) accessible parking space is provided, the loading and unloading access aisle shall be on the passenger side of the vehicle as the vehicle is going forward into the parking space.
11. Where a van accessible parking space is provided, the loading and unloading access aisle shall be 8'-0" wide minimum, and shall be on the passenger side of the vehicle as the vehicle is going forward into the parking space
12. Accessible Parking Only Sign shall be Sign R99C (CA) or Sign R99 (CA) with Plaque R99B (CA).



PARKING PLAN — 1
N.T.S.



SITE PLAN
1/8" = 1'-0"
APN: 010-153-011

1 SITE PLAN	
Date	9-14-20
Scale	AS NOTED
Job	20-777-02

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Arturo Quintero
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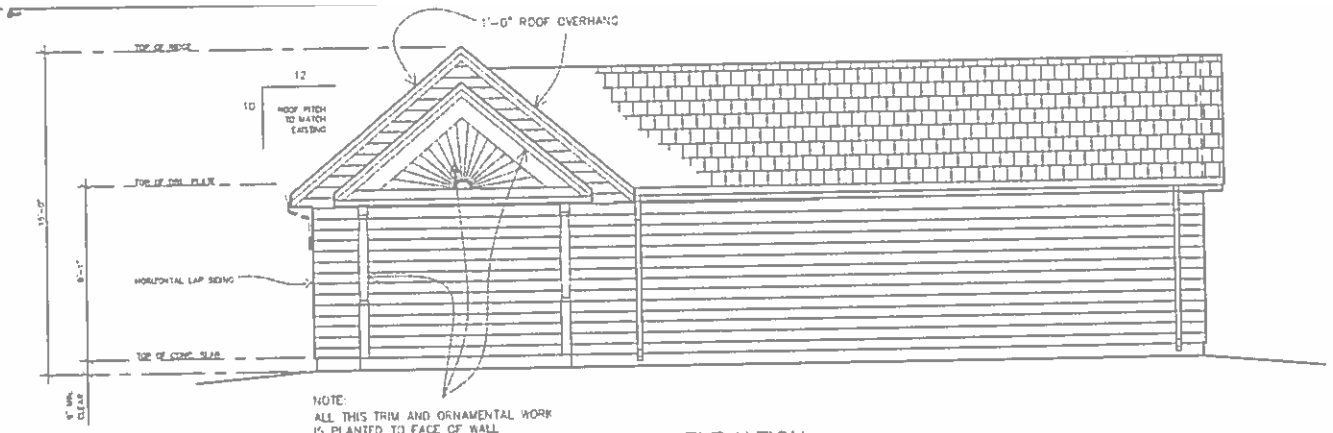
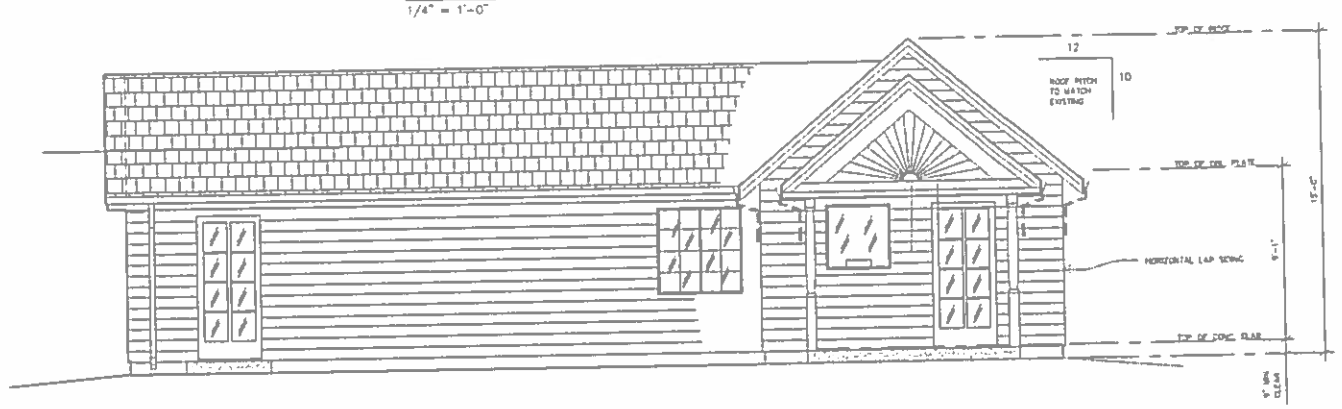
Hanford, CA. 93230

MANAGER'S OFFICE/LIVING SUITE PLANS
FOR: JAGDISH PATEL
578 N. IRWIN ST. HANFORD, CA 93230
(559) 707-4181
APN = 010-235-012

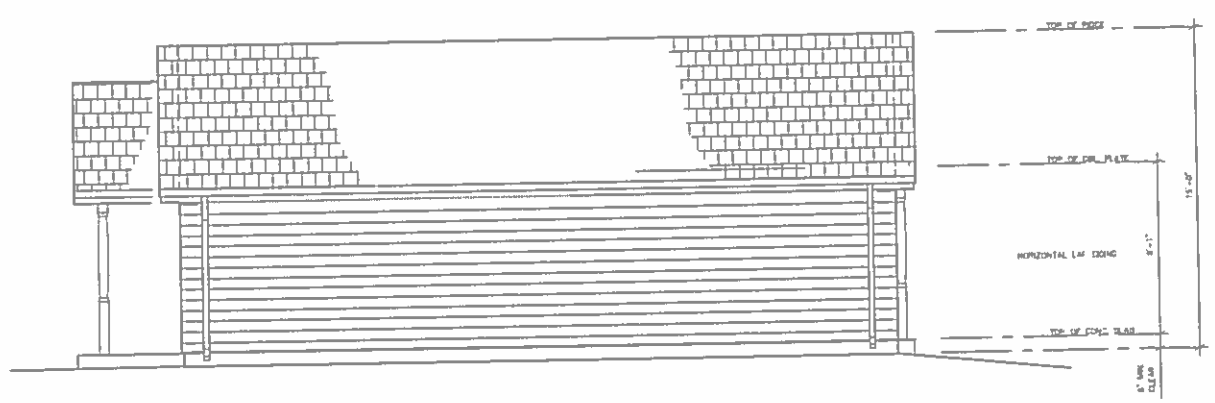
Sheet 2 of Sheets



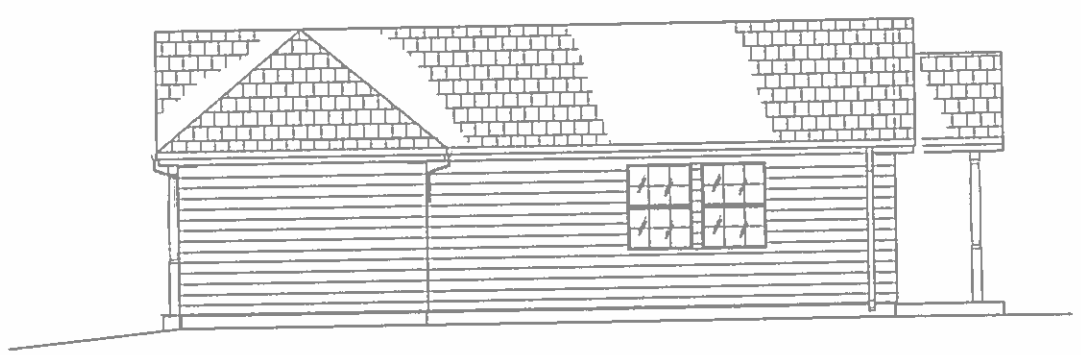
NORTH ELEVATION
1/4" = 1'-0"



SOUTH ELEVATION
1/4" = 1'-0"



EAST ELEVATION
1/4" = 1'-0"



WEST ELEVATION
1/4" = 1'-0"

EXTERIOR ELEVATION NOTES:

1) ALL EXTERIOR WALL FIELD IS TO BE PAINTED SAME COLOR AS ALL WALL FIELD COLOR ON EXISTING BUILDINGS ON SITE.
2) ALL OVERHANGS AND FASCIA BOARDS ARE TO BE PAINTED SAME COLOR AS THOSE ON EXISTING BUILDINGS ON SITE.
3) ALL ORNAMENTAL BOARDS, TRIM AND POSTS ARE TO BE PAINTED SAME COLOR AS THOSE ON EXISTING BUILDINGS ON SITE.

ABREVIATIONS

FURN.	FURNANCE
W.H.	WATER HEATER
CONT.	CONTINUOUS
E.H.	EXHAUST FAN
F.T.R.	FLUE THRU ROOF
GYP. BD.	GYPSUM BOARD
SL. DOOR	SLIDING DOOR
TEMP'D	TEMPERED
MIN.	MINIMUM

WALL LEGEND

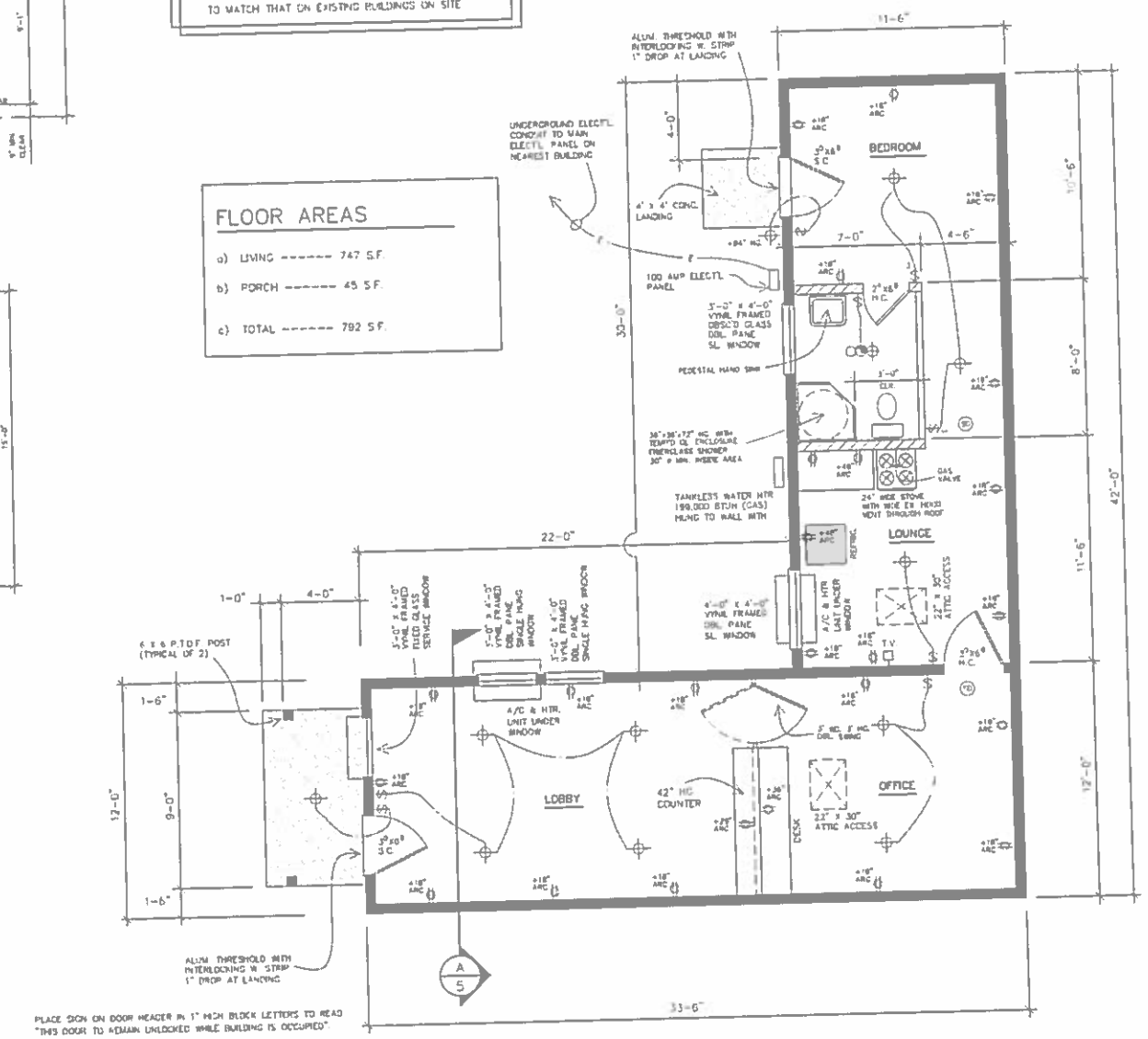
- 2 X 4 STUD WALL
- 2 X 6 STUD WALL
- 2 X 6 PLUMBING WALL

EXTERIOR WALL FINISH NOTES:

1) ROOFING: FIRE TREATED WOOD SHAKE
ALL ROOFING IS TO MATCH ROOFING ON EXISTING BUILDINGS ON SITE
2) ALL OVERHANGS AND FASCIA BOARDS ARE TO BE PREASSURE TREADED DOUGLAS FIR OR RWD TO MATCH THAT ON EXISTING BUILDINGS ON SITE.
3) ALL EXTERIOR WALL SIDING IS TO BE EXTERIOR GRADE LAP BOARD SIDING TO MATCH THAT ON EXISTING BUILDINGS ON SITE.
3) ALL ORNAMENTAL BOARDS, TRIM AND POSTS ARE TO BE PREASSURE TREADED DOUGLAS FIR OR RWD TO MATCH THAT ON EXISTING BUILDINGS ON SITE

FLOOR AREAS

a) LIVING ------ 747 S.F.
b) PORCH ------ 45 S.F.
c) TOTAL ------ 792 S.F.



PLACE SIGN ON DOOR HEADER IN 1" HIGH BLOCK LETTERS TO READ "THIS DOOR TO REMAIN UNLOCKED WHILE BUILDING IS OCCUPIED"

FLOOR PLAN
1/4" = 1'-0"

1 SITE PLAN

Date 9-14-20
Scale AS NOTED
Job 20-177-02

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MANAGER'S OFFICE/LIVING SUITE PLANS
FOR: JAGDISH PATEL
578 N. IRWIN ST
HANFORD, CA 93230
(559) 707-4181
APN = 010-235-012

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ATTIC VENTILATION CALCULATIONS

1. Attic Area to be Ventilated: 747 S.F.
2. Porch Area to be Ventilated: 45 S.F.
3. Total Area to be Ventilated: 792 S.F.
4. Vent. Area req'd (1/150 attic area): 792 / 150 = 5.28 s.f
5. Area of 1-16" X 16" Low eyebrow screened vent: 1.77 sq. ft.
6. Area of 1-3 1/2" X 22 1/2" eave screened vent: .54 sq. ft.
7. Vent area provided:
   a) 4 (16" x 16") Low eyebrow roof vents = 7.08 s.f (6) over Triplex and (4) over carport)
   b) 6 (3 1/2" x 22 1/2") eave vents = 3.24 s.f.

   TOTAL ROOF VENT AREA= 10.32 s.f.
8. Roof attic vents to be screened with corrosion-resistant metal mesh with mesh openings of 1/4"

FOUNDATION NOTES:

1. THE FASTENERS EMBEDDED IN CONCRETE SHALL BE ATTACHED TO, OR HOOKED AROUND, REINFORCING STEEL OR OTHERWISE TERMINATED TO EFFECTIVELY TRANSFER FORCES TO THE REINFORCING STEEL.
2. HOLD DOWN DEVICES MUST BE SECURED IN PLACE PRIOR TO FOUNDATION INSPECTION.
3. FASTENERS IN PRESERVATIVE-TREATED WOOD (ANCHOR BOLTS, NAILS, SCREWS, ECT.)- EXCLUDING INTERIOR WALLS- SHALL BE APPROVED SILICON BRONZE OR COPPER, STAINLESS STEEL OR HOT-DIPPED ZINC-COATED STEEL

   ALTERNATE MATERIALS AND METHODS MUST BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO PERMIT ISSUANCE.
4. ANCHOR BOLTS SHOULD BE 5/8" ø MINIMUM EMBEDDED 7" MINIMUM INTO CONCRETE AND SPACED 4'-0" O.C WITH 3" X 3" X .229" TH WASHERS THERE SHALL BE A MINIMUM OF 2 BOLTS, OR ANCHOR STRAPS OF EQUIVALENT CAPACITY, PER PIECE OF WOOD WITH A BOLT OR ANCHOR STRAP LOCATED NO MORE THAN 12" OR LESS THAN 4" FROM EACH END OF PIECE.
5. ANCHOR BOLTS AND WASHERS SHALL BE GALVANIZED.
6. FOOTINGS MINIMUM CONCRETE COVER FOR REINFORCING BARS SHALL BE AS PER ACI 318, SECTION 7.7.1
7. THE SOIL BELOW AN INTERIOR CONCRETE SLAB SHALL BE PRE-SATURATED TO A DEPTH OF 18 INCHES PRIOR TO PLACING THE CONCRETE.
8. ALL DRAINAGE ADJACENT TO FOOTINGS SHALL BE CONDUCTED AWAY FROM THE STRUCTURE BY A MINIMUM 3 FOOT WIDE APRON SLOPED AT NO LESS THAN 2% SLOPE AND DRAINING INTO AN APPROVED NON-EROSIVE DEVICE.
9. ALLOWABLE FOUNDATION AND LATERAL PRESSURES FOR FOOTING DESIGN SHALL NOT EXCEED THE VALUES SHOWN IN TABLE 1806.2
10. PER CRC SECTON R403.1.6, FOUNDATION ANCHORAGE SHALL BE LOCATED IN THE MIDDLE THIRD OF THE WIDTH OF THE SILL PLATE THE SHANK OF THE ANCHOR FOR 2 x 4 SILLS SHALL BE 1-1/8" FROM THE EDGE AND FOR 2 X 6 SILLS SHALL BE 1-3/4" FROM THE EDGE.
11. MAXIMUM ALLOWABLE SOIL BEARING CAPACITY SHALL BE 1500 PSF.
12. MINIMUM CONCRETE STRENGTH FOR FOOTINGS SHALL BE 2,500 PSI.

REINFORCING STEEL

1. REINFORCING BARS SHALL CONFORM TO ASTM A615 FOR DEFORMED BARS GRADE 40 FOR #3 BARS AND SMALLER, AND GRADE 60 FOR #4 BARS AND LARGER. ALL WELDED REINFORCEMENT SHALL MEET ASTM A706
2. ALL BARS SHALL BE CLEAN OF RUST, GREASE OR OTHER MATERIALS LIKELY TO IMPAIR BOND
3. ALL REINFORCING BAR BENDS SHALL BE MADE COLD AND CONFORM TO THE ACI MANUAL OF STANDARD PRACTICE.
4. REINFORCING BARS SHALL BE WIRED TOGETHER AT SPLICES AND LAPPED AS INDICATED BELOW
5. UNLESS OTHERWISE NOTED, MINIMUM CONCRETE COVERAGE FOR REINFORCING BARS SHALL BE AS FOLLOWS

CONCRETE IN CONTACT WITH EARTH, UNFORMED	3"
CONCRETE IN CONTACT WITH EARTH, FORMED	3"
SLAB ON GRADE	2"
FORMED STRUCTURAL SLABS	1-1/2"

REINFORCEMENT DEVELOPMENT LENGTH & SPLICE TABLES

(GRED EXCEPT AS NOTED)

REINFORCEMENT DEVELOPMENT LENGTHS (LENGTH IN INCHES)

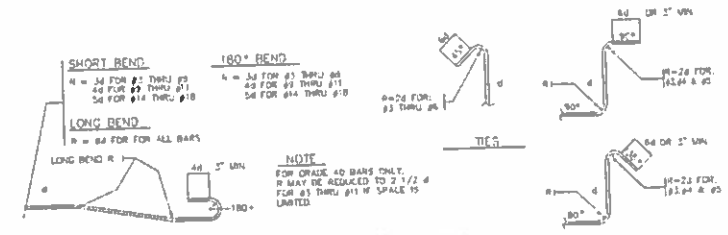
REINFORCED CONCRETE f'_c = 2500 PSI AT 28 DAYS

REINF LOCATION	REINFORCEMENT SIZE							
	#3 (3/8")	#4	#5	#6	#7	#8	#9	#10	#11
TOP	16	32	39	47	69	78	88	100	110
OTHER	12	24	30	36	53	60	68	77	85

REINFORCEMENT LAP SPLICES (LENGTHS IN INCHES)

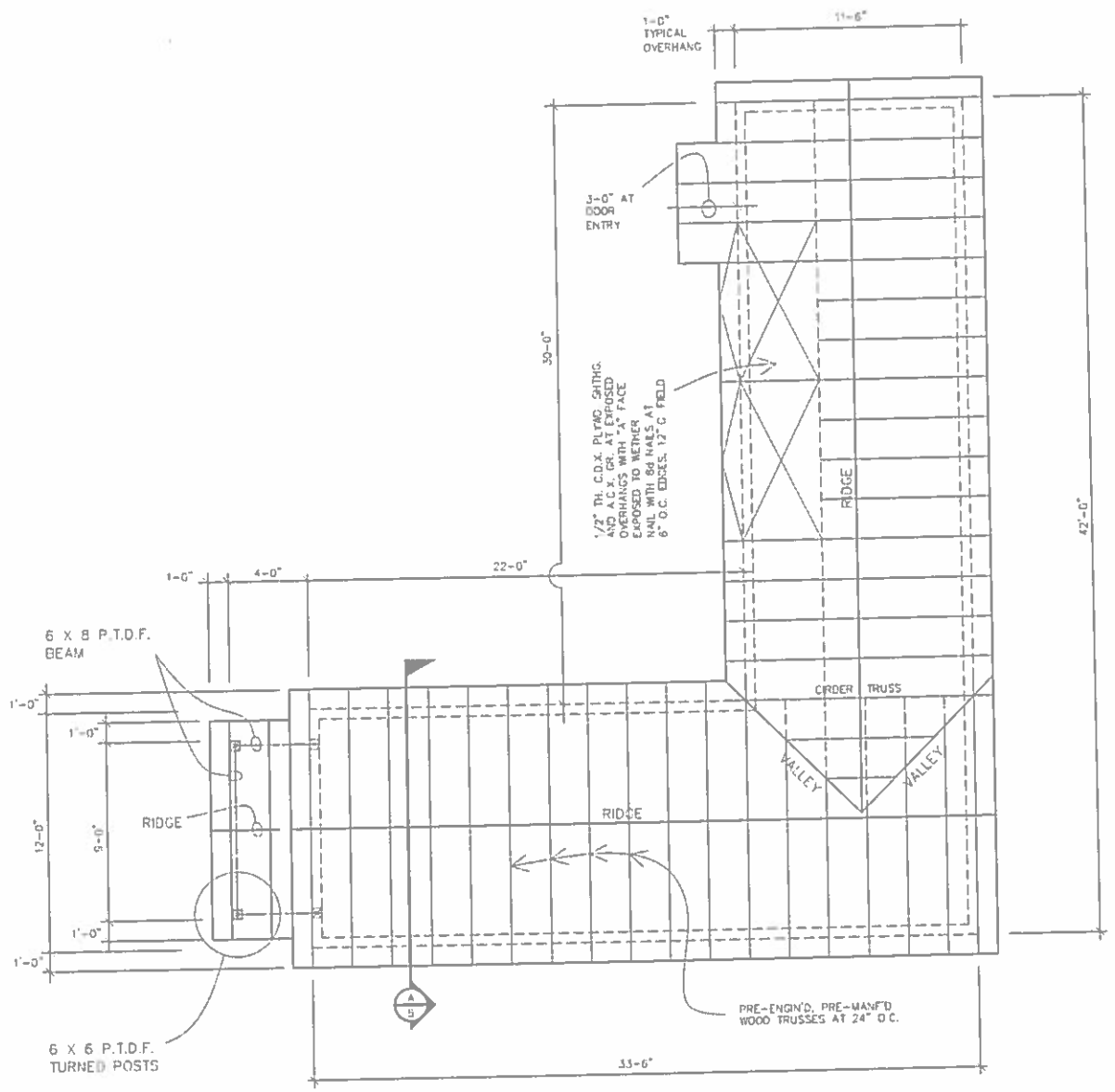
REINFORCED CONCRETE f'_c = 2500 PSI AT 28 DAYS

REINF LOCATION	REINFORCEMENT SIZE								
	#3 (3/8")	#4	#5	#6	#7	#8	#9	#10	#11
TOP	21	42	51	62	90	102	115	130	143
OTHER	16	32	39	47	68	78	89	101	111



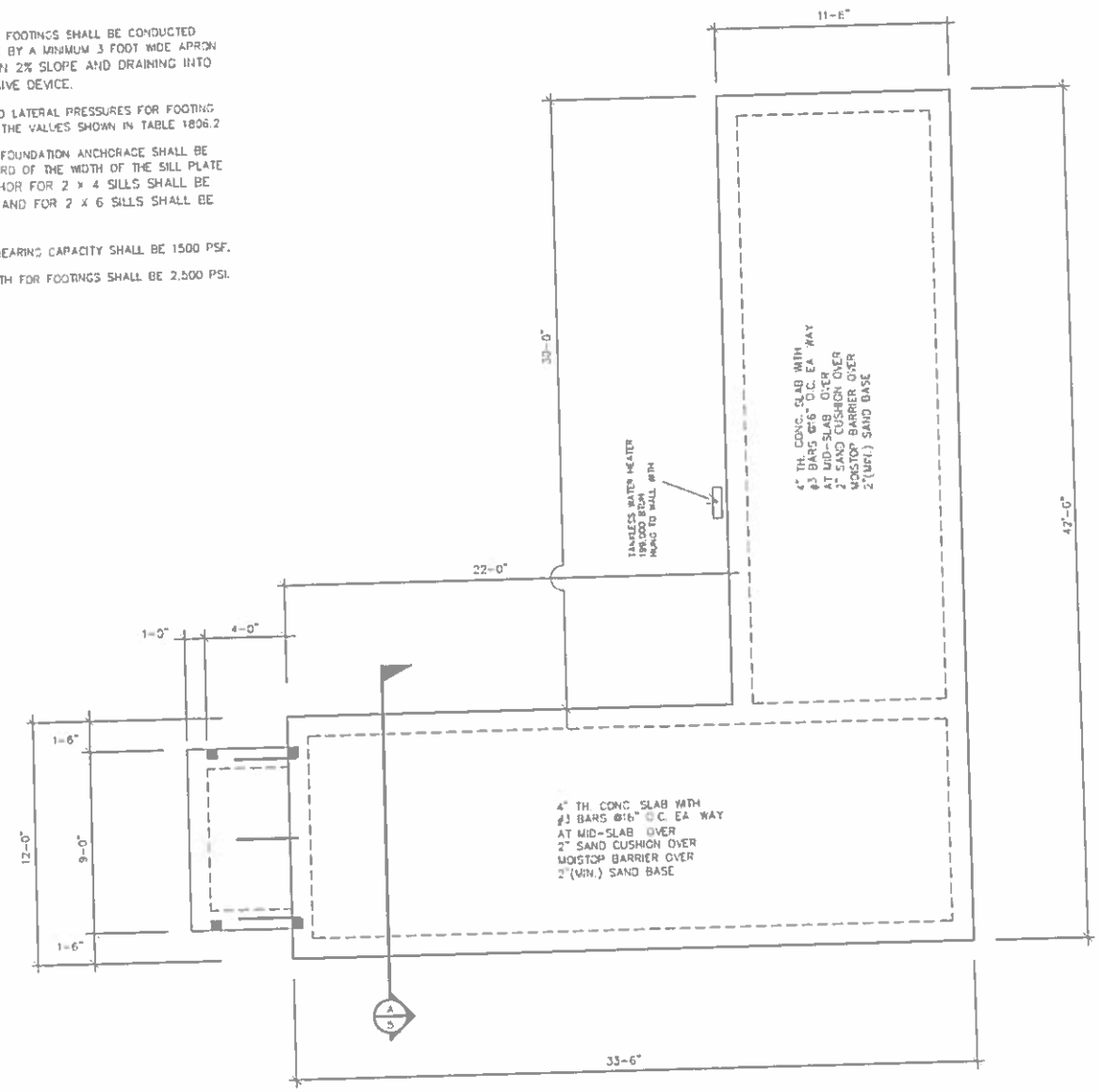
TYPICAL HOOKS & BEND DETAILS

NOT TO SCALE



ROOF FRAMING PLAN

1/4" = 1'-0"



FOUNDATION PLAN

1/4" = 1'-0"

REVISIONS	BY

1. FOUNDATION PLAN
2. ROOF FRAMING PLAN

Date: 9-14-20 | Scale: AS NOTED | Job: 20-777-02

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FOR: JAGDISH PATEL
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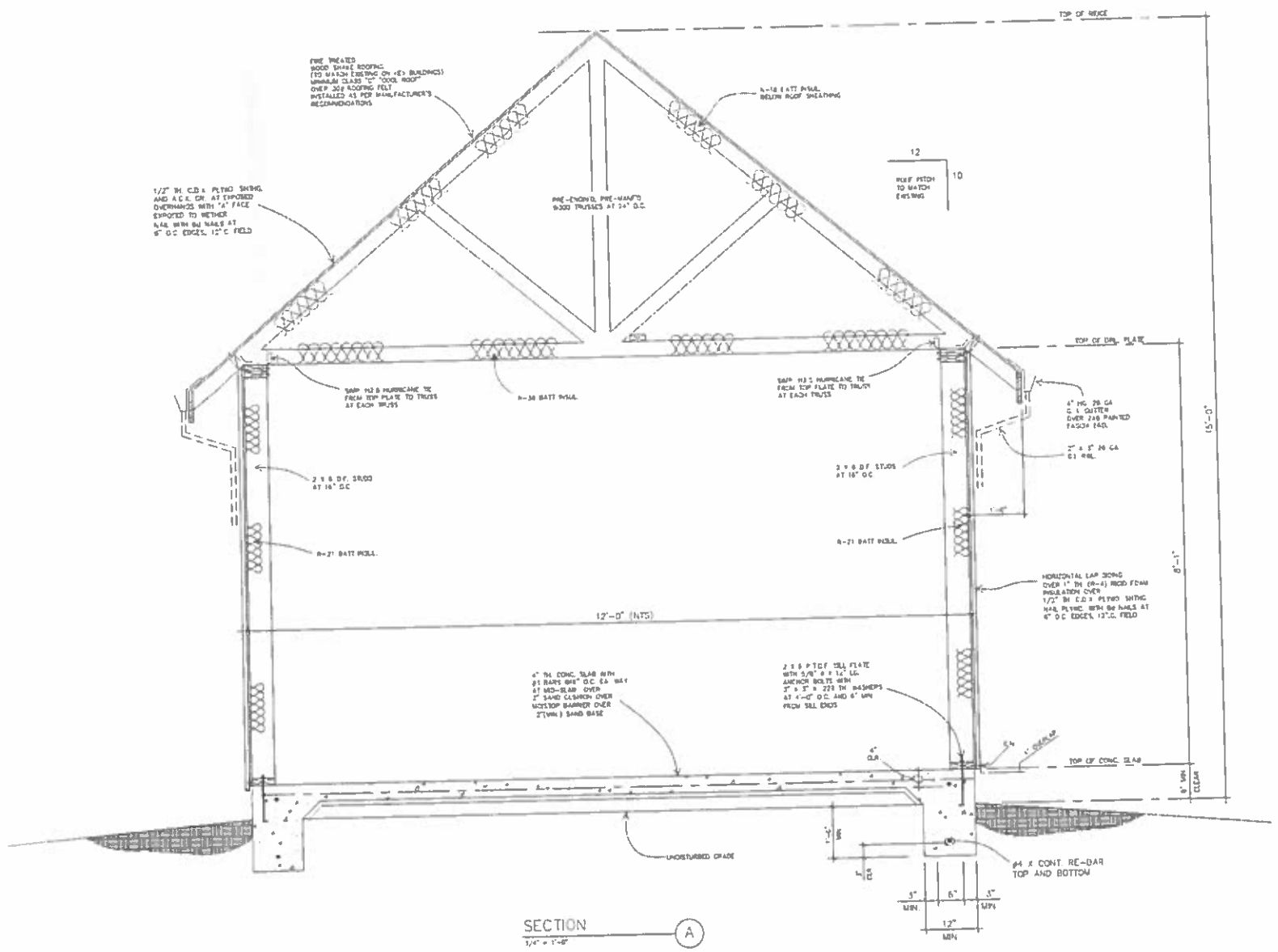
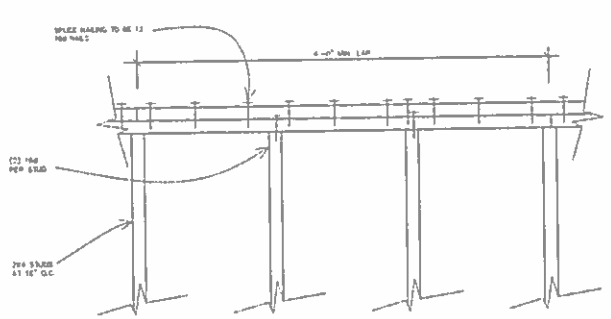
APN = 010-235-012

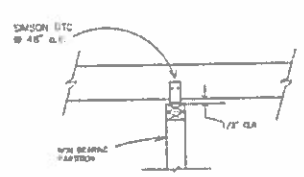
Sheet 4 of Sheets



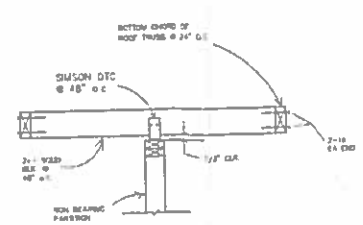
SECTION A
1/4" = 1'-0"



TOP PLATE SPLICING 6
NO SCALE



NON-BEARING WALL/ CEILING CONN. 5
NO SCALE



NON-BEARING WALL/ CEILING CONN. 4
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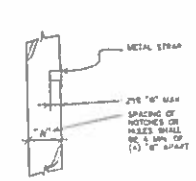
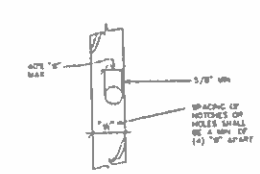
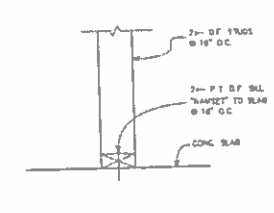


STUD NOTCHING (ANY STUD) 3
NO SCALE



HOLE BORING (ANY STUD) 2
NO SCALE



FLOOR SILL 1
NO SCALE

SECTIONS
WALL FRAMING DETAILS

Date 9-14-20
Scale AS NOTED
Job 20-777-07

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Sheet 5 Of Sheets

City of HANFORD
CALIFORNIA 93230
CITY OFFICES 319 NORTH DOUTY STREET

DATE: November 5, 2020

PROJECT: Site Plan Review 2019-23 (502-1073) Revision 3

APPLICANT: Jagdish Patel

LOCATION: 522 N. Irwin St. (APN 010-235-012)

PROPOSAL: Addition of manager's suite

ZONING: MX-D Downtown Mixed Use

SITE PLAN REVIEW COMMITTEE REVIEW DATE: August 12, 2020; October 7, 2020

Enclosed for your review are the comments and decisions of the Site Plan Review Committee. Please review all comments, since they may impact your project:

☐ **RESUBMIT:** Major changes to your plans are required prior to accepting construction drawings for a building permit. A meeting with the Site Plan Review Committee is not required.

☐ **MEETING REQUIRED:** During site plan review, concerns were identified, schedule a meeting with the following prior to resubmittal:

- ☐ Planning
- ☐ Fire
- ☐ Solid Waste
- ☐ Wastewater
- ☐ Building
- ☐ Engineering
- ☐ Police
- ☐ Parks and Recreation

☒ **REVISE AND PROCEED**

☒ Approved subject to the following and the attached conditions of approval.
☒ Submit plans for a building permit between the hours of 8:00 a.m. and 4:00 p.m.
☒ Your Plans must be reviewed by:

- ☒ City Council **HR Permit**
- ☐ Parking and Traffic Commission
- ☐ Other: _____
- ☐ Planning Commission
- ☐ Parks and Recreation Commission

Signed,

Mark Manha, Assistant Planner
Community Development Department

November 5, 2020
DATE

EXPIRATION

A site plan approval shall expire one (1) year from its approval date, unless a building permit application has been submitted or the use has commenced. Prior to expiration, the Community Development Director may extend the permit expiration date by one (1) year if there is substantial evidence that the applicant is diligently pursuing building permit approval or commencement of the use (Hanford Municipal Code Section 17.72.070).

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Site Plan Review is a ministerial action, therefore not subject to the California Environmental Quality Act (CEQA) (CEQA Guidelines 15268 and MC 17.70.070). **Exemption No. 2020-33**

COMMENTS AND CONDITIONS OF APPROVAL

THE FOLLOWING DEPARTMENT COMMENTS AND CONDITIONS ARE ATTACHED:

- ☒ PLANNING
- ☒ BUILDING
- ☐ ENGINEERING
- ☐ SOLID WASTE
- ☐ WASTEWATER
- ☐ POLICE
- ☒ FIRE
- ☐ PARKS AND RECREATION

DEFENSE AND INDEMNIFICATION PROVISION

That the applicant shall defend, indemnify, and hold harmless the City of Hanford ("City"), its officials, officers, employees, representatives, agents and attorneys, from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the City's act or acts leading up to and including approval of any environmental document and/or granting of any approvals relating to the Project. Applicant's obligation to defend, indemnify, and hold the City harmless specifically includes, but is not limited to, any suit or challenge by any third party against the City which challenges or seeks to set aside, void or annul the legality or adequacy of any environmental document approved by the City or any approval related to the Project.

APPLICANT'S STATEMENT (Must be signed prior to issuance of a building permit)

I have reviewed a copy of the Site Plan Review Approval No. 2019-23 Revision 3 and I understand that the proposed construction and/or land use is dependent upon the fulfillment of the conditions of approval and construction of all required public improvements prior to use, inauguration, or occupancy, unless other arrangements are approved.

Applicant or Authorized Representative

_____

PLANNING DIVISION
SITE PLAN REVIEW COMMENTS

MEETING DATE: October 7, 2020
SITE PLAN NUMBER: 2019-23 (FILE 502-1073) REVISION 3
CONTACT: Mark Manha, Assistant Planner: (559) 585-2583

General Plan Designation: Downtown Mixed Use

Zoning: MX-D Downtown Mixed Use

Other Special Districts: N/A

Planning Division Recommendation ☒ Revise and Proceed ☐ Resubmit

The project does meet the requirements of the Hanford Municipal Code, development standards and other codes and policies.

Correction(s):

- None

Required Entitlements:

- Historic Resources Permit

MX-D Downtown Mixed Use - all checked comments shall apply

General:

☒ That approval of this project does not exempt compliance with all applicable sections of the Zoning Ordinance, Public Works Improvement Standards, fees, or other City Ordinances.

☒ That all approved proposals of the applicant be conditions of development, if not mentioned herein.

☒ That the site be developed according to the approved site plan, titled Site Plan Review No. 2019-23 Revision 3 with minor modifications to be approved by the Community Development Department.

☒ That no expansion of the use which would tend to increase the projected scale of operations beyond the scope and nature described in this Site Plan Review shall be permitted except upon application for, and approval of, modification of this application according to all procedures and requirements thereof.

☒ That no business, service, or processes that is not part of the main use of the site shall be conducted outside a completely enclosed (or screened) permanently fixed structure.

☒ That mechanical equipment shall be located a minimum of five feet from a rear or side lot line that abuts a R-L, R-M, R-H, OR, O, PF, AP, or CO zone district

☒ That use of the site shall comply with the uses listed as permitted, permitted with an administrative approval, conditionally permitted, or temporarily permitted in the land use table presented in chapter 17.08.

☒ That the Mixed Use Downtown zone district shall be designed to provide and encourage walking within the commercial uses between the commercial uses and the residential uses within the MX-D zone and other nearby residential uses. At a minimum, this shall be accomplished with a minimum six-foot wide pedestrian path of travel between site entrances and the public sidewalk.

Cultural Resources:

☒ That if cultural resources are discovered during construction or related activities, all work shall be halted and a qualified archeologist and the City of Hanford shall be notified. The find shall be properly investigated and appropriate measures are to be taken before construction may continue.

Building Setback Areas: (17.28.060)

☒ That no structure shall be placed within a building setback area.

☒ That there is no front building setback area.

☒ That the rear building setback may be zero (0) feet from the rear lot line, except where the rear lot line abuts a public street an R-L, R-M, R-H, OR, O, PF, AP, or CO zone district then the rear building setback shall be fifteen (15) feet.

☒ That the side building setback area shall be zero (0) feet, except where the side lot line abuts an R-L, R-M, R-H, OR, O, PF, AP, or CO zone district then the side building setback area shall be fifteen (15) feet.

Distance between Structures: (Section 17.28.070)

☒ That all distances allowed by the building code are allowed.

Height of Structures: (Section 17.28.080)

☒ That the maximum structure height shall be 100 feet.

Off Street Parking: (Section 17.54)

☒ That the applicant shall maintain a minimum of 37 parking stalls on site, two of which are ADA accessible, based on the ratio of one stall per guest room, plus one stall per employee.

Calculation:

32 existing guest rooms + 1 proposed room + 4 employees = **37 parking stalls minimum**

Usable Open Space: (Section 17.28.110)

☒ That there is no standard requirement for minimum usable open space. However, conditional uses may be required to provide usable open space as a condition of approval.

Landscaping: (Section 17.28.120 and 17.52)

☒ That landscaping shall be provided and permanently maintained in a setback area not less than fifteen (15) feet from a lot line adjoining a street.

☒ General Design Standards: the following features shall be incorporated into the design of the proposed landscape and shown on the required landscape plans:

- ☒ Publicly maintained landscape areas shall be separated from privately maintained landscape areas with, at a minimum, a four (4) inch wide concrete mow strip.
- ☒ Pedestrian access to sidewalks and structures shall be integrated with the design of landscaped areas.
- ☒ Landscape adjacent to driveways and parking areas shall be protected from vehicle damage through the provision of a minimum six (6) inch high and six (6) inch wide concrete curb.
- ☒ Concrete mow strips, when used, shall be a minimum of four (4) inches in width.
- ☒ Trees and shrubs shall be planted so that at maturity they do not interfere with utility lines and traffic safety sight areas.
- ☒ Trees and shrubs shall be planted and maintained in a manner that protects the basic rights of adjacent property owners, particularly the right to solar access.
- ☒ Trees planted within five (5) feet of sidewalks or curbs shall have an eighteen (18) inch by ten (10) foot long linear root barrier placed at each edge of the sidewalk or face of curb, centered on the tree.

☒ Plant materials. Plant materials shall be selected and installed in accordance with the following requirements:

- ☒ The size of ten (10) percent of the trees to be planted shall be twenty-four (24) inch box or larger. The remaining trees shall be sized fifteen (15) gallons or larger.
- ☒ The size of seventy (70) percent of plants and shrubs shall be at five (5) gallon or larger. The remaining plants and shrubs shall be sized one (1) gallon or larger.
- ☒ The size of groundcover at planting shall be one (1) gallon or larger.
- ☒ Groundcover shall be designed to have one hundred (100) percent coverage within two (2) years.
- ☒ Drought tolerant plant material and climate appropriate species shall be emphasized in the design.

☒ That the landscaped area shall be planted with live and healthy plant materials suitable for screening/or ornamenting the site. Landscaped areas shall be watered by automatic systems and designed and developed in accordance with Chapter 12.08 and the most recent State Model Water Efficient Landscaped Ordinance.

☒ That no fence, hedge, or shrub shall be installed, planted, or maintained along a street frontage, which creates a traffic or pedestrian hazard.

Trash Collection Areas: (Sections 17.50.090)

☒ That suitable area shall be provided on-site for collection of trash and recyclable materials for all multifamily residential, mixed-use, commercial, office, and industrial uses. Refuse storage areas shall be adequately screened from view. The refuse area enclosure shall be designed to meet the minimum recommended dimensional standards as determined by the City Engineer.

☒ That all uses shall be in compliance with the provisions of Chapter 13.12 of the Municipal Code.

Fences and Walls: (Sections 17.28.130 and 17.50.110)

☒ That a block wall with a minimum height of seven (7) feet shall be provided along any side or rear lot line that abuts an R-L, R-M, R-H, OR, PF, AP, or CO zone district.

☒ That no fence or wall shall be placed in front of or within any landscaped area located next to a street.

☒ That the open storage of materials and equipment attendant to a use shall be permitted only within an area surrounded or screened by a solid wall or fence seven (7) feet minimum in height, except as may be modified under site plan review. Such storage shall not be visible above the fence or wall.

☒ That any proposed fencing on the site be maintained in good repair.

☒ That no fence or wall shall be placed within the public right-of-way.

☒ That a masonry fence exceeding three (3) feet in height shall require engineered footings and a building permit. All other fencing exceeding seven (7) feet in height shall require engineered post footings and a building permit.

☒ That no hedge, shrub, fence, or wall exceeding the three (3) feet in height, or four (4) feet in height if the upper one (1) foot is fifty (50) percent or more open shall be planted, placed, or maintained within the twenty-five (25) feet corner sight triangle of a corner lot, or along a front or street side property line where the hedge, shrub, fence, or wall creates a traffic or pedestrian hazard as determined by the Community Development Director.

Signage: (Section 17.56)

☒ That any/all signs proposed for this development shall be subject to the requirements and prescribed in Chapter 17.56 of the Hanford Municipal Code. **A separate application is required.**

Outdoor Lighting Standards: (Section 17.50.140)

☒ That all lights and light fixtures, except public street lights, shall be located, aimed or shielded so as to minimize light trespassing across property boundaries or skyward.

☒ That no lights or light fixtures shall flash, revolve, blink or otherwise resemble a traffic control signal or operate in such a fashion to create a hazard for passing traffic.

☒ That building mounted lighting fixtures shall be attached only to the walls of the building. The top of a light fixture attached to a building wall shall not be higher than the top of the building parapet or the top of the roof eave, whichever is lower.

☒ That the canopy ceiling light fixtures shall be recessed or the sides of the lens area shall be shielded, in order to eliminate emission of horizontal light.

☒ That the height of freestanding light fixtures, including freestanding parking lot fixtures, shall be measured from the top of a light fixture to the adjacent grade at the base of the support for that light fixture and shall not exceed 18 feet.

☒ That the following additional requirements shall apply to outdoor lighting fixtures in the O, PF, and all commercial and mixed use zone districts:

- ☒ All outdoor fixture lighting shall be a fully shielded fixture and focused to minimize light trespass and glare.
- ☒ Outdoor lighting fixtures shall be turned off after close-of-business unless needed for safety or security, in which case the lighting shall be activated by motion sensor devices. Illuminated signs and parking lot lighting are excluded from this requirement.
- ☒ Lighting for signs, recreational facilities and decorative effects for building and landscape shall be fully shielded fixtures equipped with automatic timing devices and focused to minimize light glare and light trespass.

Dust Control:

☒ That the appropriate dust-control practices of the San Joaquin Valley Air Pollution Control District shall be implemented.

☒ That any necessary permits be obtained through the San Joaquin Valley Air Pollution Control District.

BUILDING DIVISION
SPR 2019-023(502-1073) Managers Suite
6-28-19
578 N Irwin

Contact Building Official: Tom Webb (559) 585-2584
Concerning questions that you may have on the conditions listed below:

1. That building permits must be obtained from the City Building Division for each structure to include but not limited to: buildings, pools, fences, trash enclosures, signs and carports for any structural, plumbing, electrical or mechanical work being done.

2. That no building or structure shall be used or occupied, and no change in the existing occupancy classification of building or structure or portion thereof shall be made until the building official has approved the change and issued a Certificate of Occupancy.

3. That detailed dimensioned plans be provided to the Building Division for each structure prior to obtaining construction permits. Each structure will require a separate submittal and permit.

4. That each structure will require plans and calculations signed by an architect or engineer licensed to practice in the State of California. Submittal shall consist of as applicable:

   4.1 1 copy of the City of Hanford Permit Application form
   4.2 6 complete sets of Drawings, unless noted, including:
      4.2.1 Grading Plan (Civil Drawings, for reference)
      4.2.2 Site Plan
      4.2.3 Architectural Drawings
      4.2.4 Structural Drawings
      4.2.5 Electrical Drawings
      4.2.6 Mechanical Drawings
      4.2.7 Plumbing Drawings
      4.2.8 Landscape Plan (for reference)
      4.2.9 Planning Dept. "Conditions of Approval" or "Resolution" printed on the drawings and part of the drawing submittal
      4.2.10 A minimum of 2 sets shall be stamped and wet signed by an Architect or Engineer licensed in the State of California.

****** Each structure will be considered a separate submittal. Grading, Landscaping, Signage and all Fire permits are separate submittals as well and require separate applications and submittals as applicable.******

   4.3 2 complete sets of documentation, unless noted, including:
      4.3.1 Architectural Specifications
      4.3.2 Structural Calculations
      4.3.3 Electrical Calculations, if not included on the drawings
      4.3.4 Mechanical Calculations, if not included on the drawings
      4.3.5 Plumbing Calculations, if not included on the drawings
      4.3.6 Energy Calculations, if not included on the drawings
      4.3.7 CalGreen Compliance **including C & D Recycle plan**
      4.3.8 **Compliance with the City of Hanford Landscape Ordinance**
      4.3.9 A minimum of 2 sets shall be stamped and wet signed by an Architect or Engineer licensed in the State of California.

5. **That <u>the site</u>, as well as the buildings, shall be made accessible and usable by the disabled in accordance with the California Building Code, Chapter 11B/A.**

6. That a school impact fee for each square foot of new building area be paid when building permits are issued.

7. That all special inspection reports be submitted to the Building Division prior to final inspection.

8. That all construction shall conform to the Most Current Edition (2016) of the California Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Fire Code, California Energy Code and CalGreen.

9. That Kings County Impact Fees shall apply at current rates.

10. That the tenant, lessee, and/or owner are responsible for compliance with the Americans with Disabilities Act. By federal law your facility must be made accessible to the highest degree possible.

11. That the applicant provide a complete set of AS-BUILT drawings on CD, in "tif" format, to the Building Division prior to Final Inspection.

12. That block walls and trash enclosures require separate submittals/permits through the Building Dept.

13. That the address will be 578 N Irwin.

Hanford Fire Department

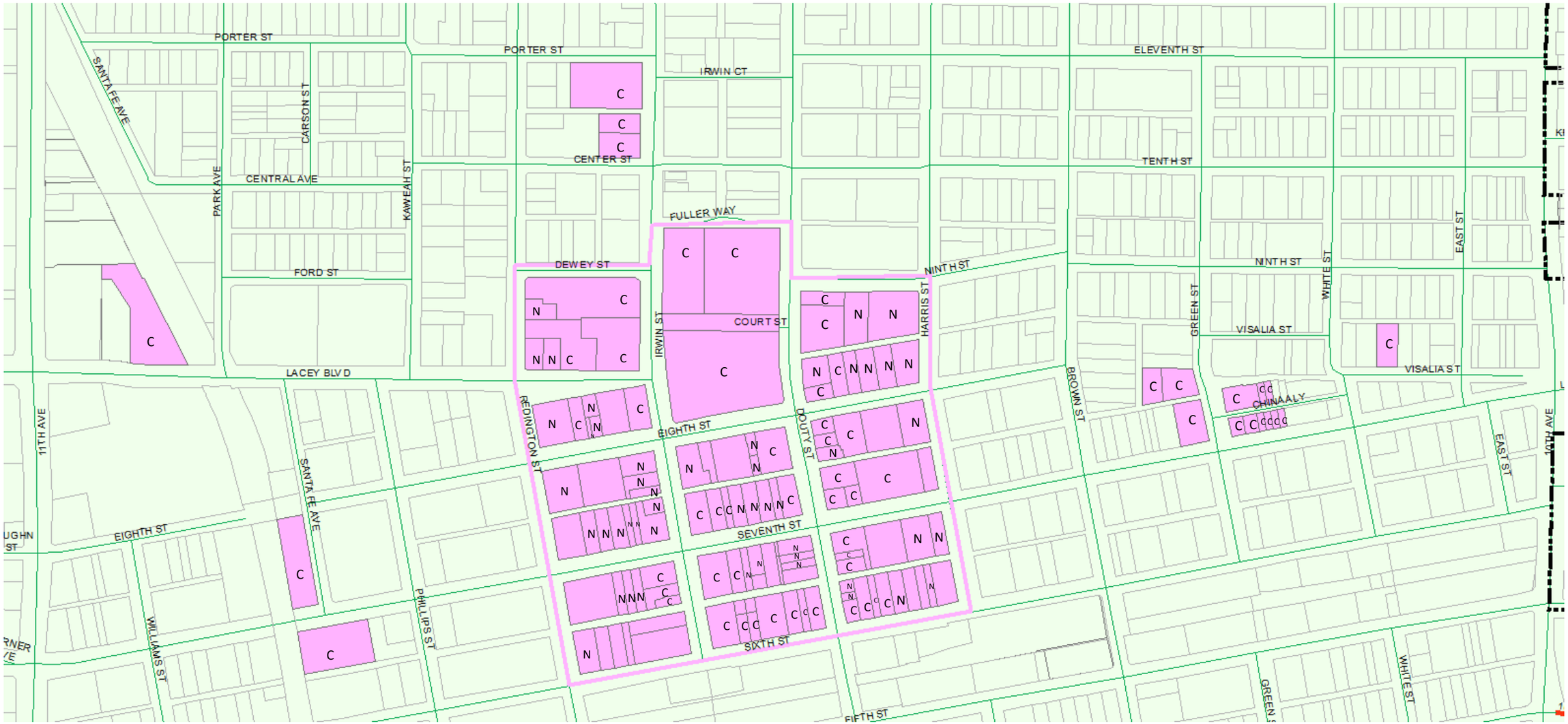
Contact Fire Marshal Christy Whittington @ 559-585-2594 or cwhittington@cityofhanfordca.com concerning questions that you may have on the following conditions.

SPR 2019-23 Revision 3

502-1073

- Provide residential sprinkler system for residence. Plans shall be submitted and installed by state certified installer.
- Provide addressing for structure. Minimum four (4) numbering on contrasting background.
- Applicant shall provide a letter of intent stating the use of the structure. The applicant must state in the letter if any persons will be sleeping in the permit project area.
- Facility to provide minimum 2A10BC type fire extinguishers. Provide location and number of fire extinguishers to be installed. 2019 California Fire Code Section 906
- Provide a Key Box for all structures and gates. Location shall be approved by Hanford Fire Department. 2019 California Fire Code 506.1
- Structures and facility shall be provided with an Automatic Fire Alarm System. Sprinkler plans shall be submitted and, once approved, installed by a state licensed sprinkler contractor. 2019 California Fire Code Section 907
- Provide fire flow and hydrant information for structures that meet California Fire Codes and City of Hanford water criteria of the Public Works Construction Standards.

Historic Overlay Zone and Properties



Legend

- Historic Overlay Zone
- Historic Properties
- C - Contributing Buildings
- N - Noncontributing Buildings

Notice of Exemption 2020-33

To: ☐ Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

☒ County Clerk
County of Kings
Kings County Government Center
Hanford, CA 93230

From: City of Hanford
317 North Douty Street
Hanford, CA 93230

Project Title: Historic Resources Permit No. 2020-02

Project Location – 522 N. Irwin Street (APN 010-235-012)

Project Location – City: Hanford **Project Location – County:** Kings County

Description of Nature, Purpose and Beneficiaries of Project: Historic Resources Permit 2020-02: a request to construct a manager's suite at the Irwin Street Inn. The property is designated as a contributing building outside of the Historic Overlay Zone.

Name of Public Agency Approving Project: City of Hanford, Planning Division

Name of Person or Agency Carrying Out Project: Arturo Quintero

Exempt Status: **(check one)**

☐ Ministerial (Sec. 21080(b)(1); 152698);
☐ Declared Emergency (Sec. 21080(b)(3); 15269 (a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption: State type and section number: 15332 In-Fill Development Projects
☐ Statutory Exemption. State code number:

Reasons why project is exempt:
The City of Hanford determined the project to be exempt from environmental review pursuant to Section 15332 of the California Environmental Quality Act (CEQA) Guidelines. The project meets the following conditions stated in Section 15332: the project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; the proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; the project site has no value as habitat for endangered, rare or threatened species; approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services.

Lead Agency
Contact Person: Mark Manha Area Code/ Telephone: (559) 585-2583

Signature: _____ Date: November 17, 2020 Title: Assistant Planner

☒ Signed by Lead Agency Date received for filing at OPR: _____
☐ Signed by Applicant

AGENDA
STAFF REPORT

MEETING DATE: 11/17/2020	**AGENDA SECTION:** F

SUBJECT:
Community Development: Adoption of the Revised RESOLUTION NO. 20-18-R; Supporting an Application for Funding from the State of California Department of Housing and Community Development Permanent Supporting Housing Program (PLHA).

RECOMMENDATION:
That the City Council, by motion, Adopt revised Resolution No. 20-18-R .

BACKGROUND:
In July of 2020, the City applied for $1,532,808 to support local affordable housing and Council approved the submittal of a similar Resolution at that time. The funding was made available from California's Permanent Local Housing Allocation program (PLHA).

In October 2020, the State department of Housing & Community Development (HCD) directed the City to use a newer version of the above-referenced resolution and make the following changes: Add statement 4 and removing not applicable delegation statement 5. This revised resolution does not change the City's application, which Council has previously approved. This only revises the previous resolution to meet the state's new guidance.

Attached for reference are the approved 20-18-R Resolution and Staff Report dated July 21, 2020.

FISCAL IMPACT:
Insert Fiscal Impact Here or Erase Completely

ATTACHMENTS:
REVISED-20-18-R-RESOLUTION-Hanford
20-18-R comments PLHA
Attachment-6112

***Resolution** 20-18-R (revised)*
CITY OF HANFORD

AUTHORIZING RESOLUTION OF *CITY OF HANFORD*

AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

[All*, or* **A necessary quorum and majority]** of the **council members** of City of Hanford**:** a **municipality** ("Applicant") hereby consents to, adopts and ratifies the following resolution:

A. WHEREAS, the Department is authorized to provide up to $195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).

B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a re-opening of Notice of Funding Availability ("NOFA") dated 10/23/2020 under the Permanent Local Housing Allocation (PLHA) Program;

C. WHEREAS *City of Hanford* is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.

D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA $1,532,808 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.

5. [Removed not applicable]

6. Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation

7. Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

8. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

9. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).

10. Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

11. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

12. Mario Cifuentez, City Manager is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the City of Hanford this _____day of_,_____by the following vote:

AYES:_____ABSTENTIONS:_____NOES:_____ABSENT:_____

_____
Signature of Approving Officer
JOHN DRAXLER, MAYOR of the City of Hanford

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor.

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of NATALIE ORTEGA, CITY CLERK does hereby attest and certify that the [foregoing / attached] Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Hanford which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST:_____
Signature of Attesting Officer
NATALIE ORTEGA, CITY CLERK

Resolution 20-18-R
CITY OF HANFORD

AUTHORIZING RESOLUTION

[All, *or* **A necessary quorum and majority]** of the **council members** of **City of Hanford** ("Applicant") hereby consents to, adopts and ratifies the following resolution:

A. WHEREAS, the Department is authorized to provide up to $195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).

B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program;

C. WHEREAS Applicant is an eligible Local government applying for the program to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.

D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA **$1,532,808** in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. ***If applicable:*** Applicant certifies that it was delegated by [*insert name of the delegating local government*] to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.

5. ***If applicable:*** Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation

6. ***If applicable:*** Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

7. ***If applicable:*** Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

8. ***If applicable:*** Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).

9. ***If applicable:*** Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

10. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

11. **Mario Cifuentez** is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Hanford does hereby approve the PLHA Resolution.

PASSED AND ADOPTED this 21 day of July, 2020 by the following vote:

AYES: Draxler, Ramirez, Sorensen, Dunne, Brieno

NOES: Ø

ABSTAIN: Ø

ABSENT: Ø

JOHN DRAXLER
MAYOR of the City of Hanford

Attest:

NATALIE ORTEGA
CITY CLERK
STATE OF CALIFORNIA)
COUNTY OF KINGS)
CITY OF HANFORD)

I, Natalie Ortega, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 21 day of July, 2020.

Date: 7/21/2020

City Clerk

CITY OF HANFORD CITY COUNCIL
STAFF REPORT

MEETING DATE: Tuesday, July 21, 2020

SUBJECT: **Permanent Local Housing Allocation Application (PLHA)**

STAFF RECOMMENDATION

Conduct a public hearing and, upon conclusion, adopt Resolution numbers 20-18-R and 20-19-R, authorizing the City Manager to apply for and accept funds from the State of California's Permanent Local Housing Allocation program amount not to exceed $1,532,808 to support local affordable housing.

RECOMMENDED MOTIONS

1) Approval of Resolution numbers 20-18-R and 20-19-R, authorizing and adopting the Local government Plan and certifying that the public had adequate opportunity to review and comment on the Plan.
2) Approval of Resolution numbers 20-18-R and 20-19-R, authorizing the City Manager to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate

HISTORY

The California Department of Housing and Community Development (Department) released a Notice of Funding Availability (NOFA) for approximately $195 million in funding for the Permanent Local Housing Allocation (PLHA) program for Entitlement and Non-entitlement Local governments. The NOFA is funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2019.

Funding for this NOFA is provided pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorized the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, on-going source of funding to Local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their communities.
For the 2019-20 fiscal year, the Department will issue two separate NOFAs to award the (PLHA) funds:

1) Entitlement and Non-entitlement Local government formula component NOFA; and
2) Non-entitlement Local government competitive component NOFA (anticipated in August 2020)

The Entitlement and Non-entitlement formula allocation NOFA outlines threshold and application requirements, as well as defines the method in which funds will be distributed for Entitlement and Non-entitlement Local governments. Ninety percent of the money will be allocated based on the formula used under Federal law to allocate CDBG funds within California, as specified in Title 42 United States Code (USC), Section 5306 and will be distributed to Entitlement Local governments and Non-entitlements local governments via a competitive grant program. Non-entitlement Local

government allocations come from ten percent of the moneys available and allocated equitably among Non-entitlement local governments. Allocations are distributed on an annual basis in response to an application defining the eligible planned use of funds for five years.
Eligible activities include:

1) Predevelopment, development, acquisition, rehabilitation and preservation of multifamily, residential live work, rental housing that is affordable to extremely low-, very low-, or moderate-income households, including necessary operating subsidies.
2) Predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas. ADU's shall be available for occupancy for a term of no less than 30 days.
3) Matching portions of funds into local or regional housing trust fund.
4) Matching portions of funds available through the Low- and Moderate Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5) Capitalize reserves for Services connected to the preservation and creation of new permanent supportive housing.
6) Assist persons experiencing or at risk of homelessness, including, but no limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permeant and transitional housing.
7) Accessibility modifications in Lower-income Owner-occupied housing.
8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9) Homeownership opportunities, including, but not limited to, down payment assistance.
10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects or matching funds invested by the county in an Affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project.

PHLA PLAN

The proposed plan must describe the manner in which the allocated funds will be used for eligible activities. Describe the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60% of AMI. Describe how the Plan is consistent with programs set forth in the City's Housing Element. Be authorized and approved by resolution, and ensuring the public had adequate opportunity to review and comment on the contents of the Plan. The City of Hanford's annual allocation is set at $306,562 for a five-year total of $1,532,808.

The City of Hanford's proposed five-year plan activities include:

1. Provide $240,000 as secondary financing for the Parkside single-family affordable homeownership project being developed by Self-Help Enterprises.

2. Providing the balance of funds as financing for the development of an affordable multifamily project, to be developed by UPHoldings and Self-Help Enterprises, serving households with income at or below 60% of AMI. The project will include permanent supportive housing (PSH) units serving households with incomes at or below 30% of AMI.

3. Five-percent of each annual allocation can be used to cover administrative cost associated with the administration of the plan. Staffing and overhead cost directly related to carrying out the eligible activities are “activity costs” not subject to the cap on “administrative cost.”

The application and approved five-year plan are due by 5:00 PM on July 27, 2020. Department anticipates issuing award letters between August 2020 and October 2020.

BUDGET IMPACT

There would be no fiscal impact to the City of Hanford.

AGENDA
STAFF REPORT

MEETING DATE: 11/17/2020	**AGENDA SECTION:** G

SUBJECT:
Public Works: Acceptance of the Grant Deed from Stuart A. Clark, President of Cal-Clark Farms, Inc., Dated August 11, 2020 for street widening purposes at Stagecoach Drive and 13th Avenue.

RECOMMENDATION:
That the City Council, by motion, accept the attached Grant Deed from Stuart A. Clark, President of Cal-Clark Farms, Inc., dated August 11, 2020 for street widening purposes, and authorize the City Manager to sign the deed certification and the City Clerk to file said deed with the Kings County Recorder's office.

BACKGROUND:
The approval and construction of a new subdivision, Tract No. 922 Unit II and Tract 927, by Lennar Homes, at the northeast and southeast corner of Stagecoach Drive and 13th Avenue requires an offer of dedication in order to construct infrastructure and street widening. The attached grant deed to the City provides the necessary right of way to facilitate the construction of the street improvements.

FISCAL IMPACT:
The Grant Deed for street widening purposes from the Cal-Clark Farms, Inc., Dated August 11, 2020 to the City is being made as part of the conditions of approval for the project and therefore at no cost to the City.

ATTACHMENTS:
Cal-Clark Stagecoach ROW and Grant Deed
Cal-Clark Stagecoach Location Map

RECORDING REQUESTED BY:

When Recorded Mail Document and Tax Statement To:

Name: City of Hanford
319 N. Douty St.
Hanford, CA 93230

APN: 009-030-161 & 009-030-146 (Portions)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is $ None

[ ] computed on the full value of property conveyed, or
[ ] computed on the full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area (X) City of Hanford

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Cal-Clark Farms, Inc., a California Corporation

hereby GRANT(S) to:

CITY OF HANFORD, a Municipal Corporation,

Real property in the City of Hanford, County of Kings, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION AND PLAT, and CERTIFICATE OF ACCEPTANCE, attached hereto and made a part hereof.

DATE: AUG. 11, 2020

CAL-CLARK FARMS, INC., a California Corporation

By: _____

STUART A. CLARK, PRESIDENT

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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

STATE OF CALIFORNIA
COUNTY OF Monterey

On August 11, 2020 before me, Roxane Holman, Notary Public, personally appeared Stuart A. Clark, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL.

Signature Roxane Holman

ROXANE HOLMAN
Notary Public - California
Monterey County
Commission # 2321885
My Comm. Expires Mar 16, 2024

EXHIBIT A

PARCEL 1

A portion of the Southwest Quarter of Section 22, Township 18 South, Range 21 East, MDB&M, according to approved Government Township plats thereof, in the City of Hanford, County of Kings, State of California described as follows:

Beginning at a point on the West line of said Quarter, which lies 74.46 feet Southerly of the Southwest Corner of Parcel 3 as shown on that certain Parcel Map recorded in Book 16, at Page 15 of Parcel Maps in the Office of the Kings County Recorder;

Thence North 89°57'00" East, along a line parallel with and 14.00 feet Northerly of the existing R/W of Stagecoach Drive, also being 34.00 feet Northerly of the centerline of said R/W, a distance of 350.00 feet;

Thence South 0°08'05" West, a distance of 14.00 feet to the North line of said existing R/W;

Thence South 89°57'00" West, along said existing R/W, a distance of 350.00 feet to said West line of the Quarter;

Thence North 0°08'05" East a distance of 14.00 feet to the Point of Beginning;

Containing 4,900 Square feet, more or less.

PARCEL 2

A portion of the Southwest Quarter of Section 22, Township 18 South, Range 21 East, MDB&M, according to approved Government Township plats thereof, in the City of Hanford, County of Kings, State of California described as follows:

Beginning at a point on the West line of said Quarter, which lies 128.46 feet Southerly of the Southwest Corner of Parcel 3 as shown on that certain Parcel Map recorded in Book 16, at Page 15 of Parcel Maps in the Office of the Kings County Recorder, also being a point on the existing Right-of-Way of Stagecoach Drive;

Thence North 89°57'00" East, along the existing R/W of Stagecoach Drive, also being 20.00 feet Southerly of the centerline of said Right-of-Way, a distance of 394.00 feet to the East line of

Parcel 3 of Parcel Map Waiver #06-04 and recorded as document # 0613136 in the Office of the Kings County Recorder;

Thence South 0°08'05" West, along last said East line of Parcel 3, a distance of 14.00 feet;

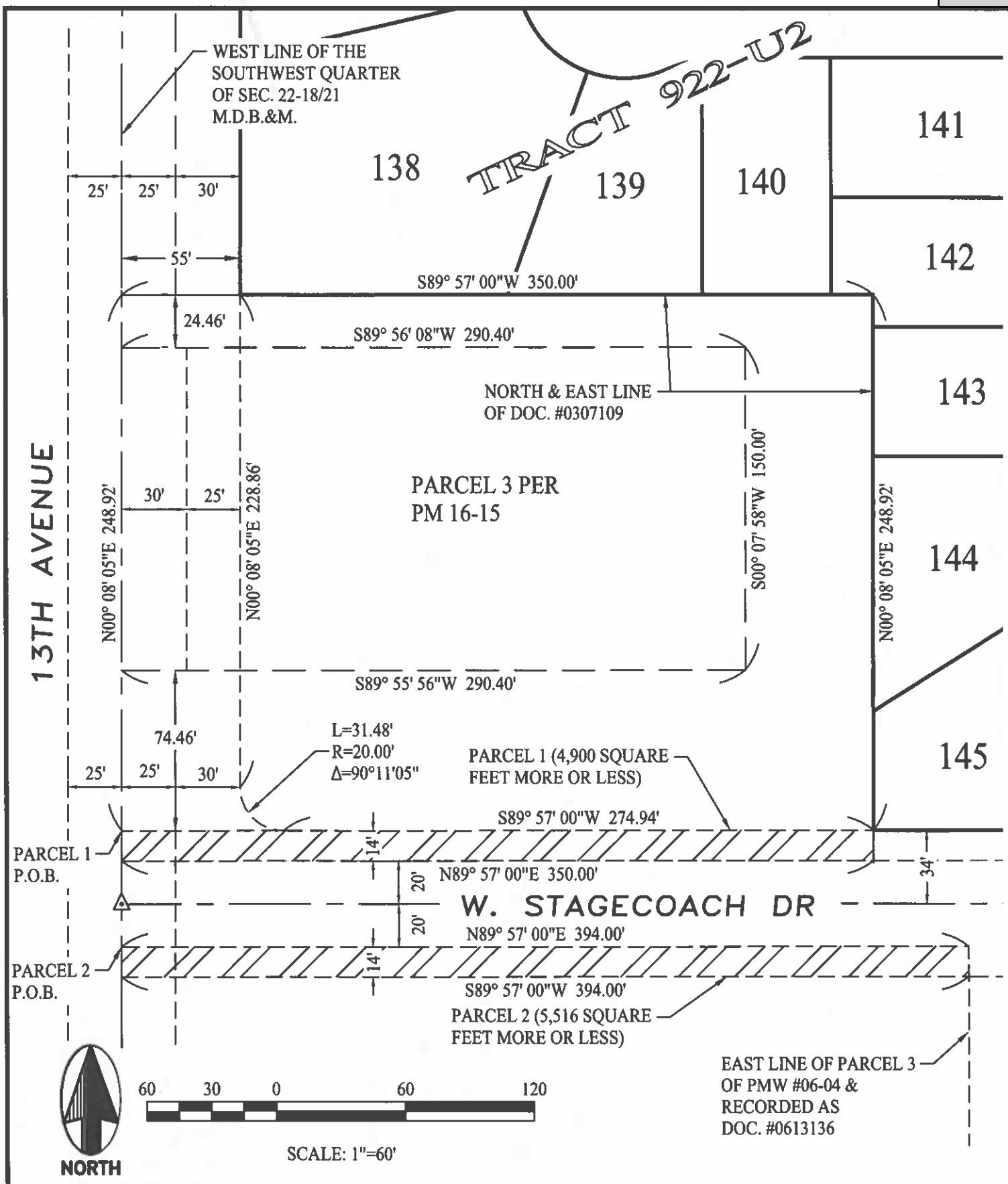
Thence South 89°57'00" West, along a line parallel with and 14.00 feet southerly of last said existing Right-of-Way of Stagecoach Drive, also being 34.00 feet Southerly of the centerline of said Right-of-Way, a distance of 394.00 feet to said West line of said Quarter;

Thence North 0°08'05" East along last said West line of said Quarter, a distance of 14.00 feet to the Point of Beginning;

Containing 5,516 Square Feet more or less.

REGISTERED PROFESSIONAL ENGINEER
JOHN A. ZUMWALT
21489
CIVIL
STATE OF CALIFORNIA

7/28/2020



CIVIL ENGINEERS ZUMWALT HANSEN LAND SURVEYORS 609 N. Irwin St. Hanford, CA 93230 Office: (559) 582-1056 Fax: (559) 584-4143	**Exhibit A1** **Right-of-Way Dedication** **From** **Cal-Clark Farms**	Job No. 0747227 Drawn By: JS Checked By: AD Indexed By: Date: 8/5/2020	Sheet No 1 of 1

Attachment: Cal-Clark Stagecoach ROW and Grant Deed (PW: Acceptance of Offer of Dedication for Street Right-of-Way)

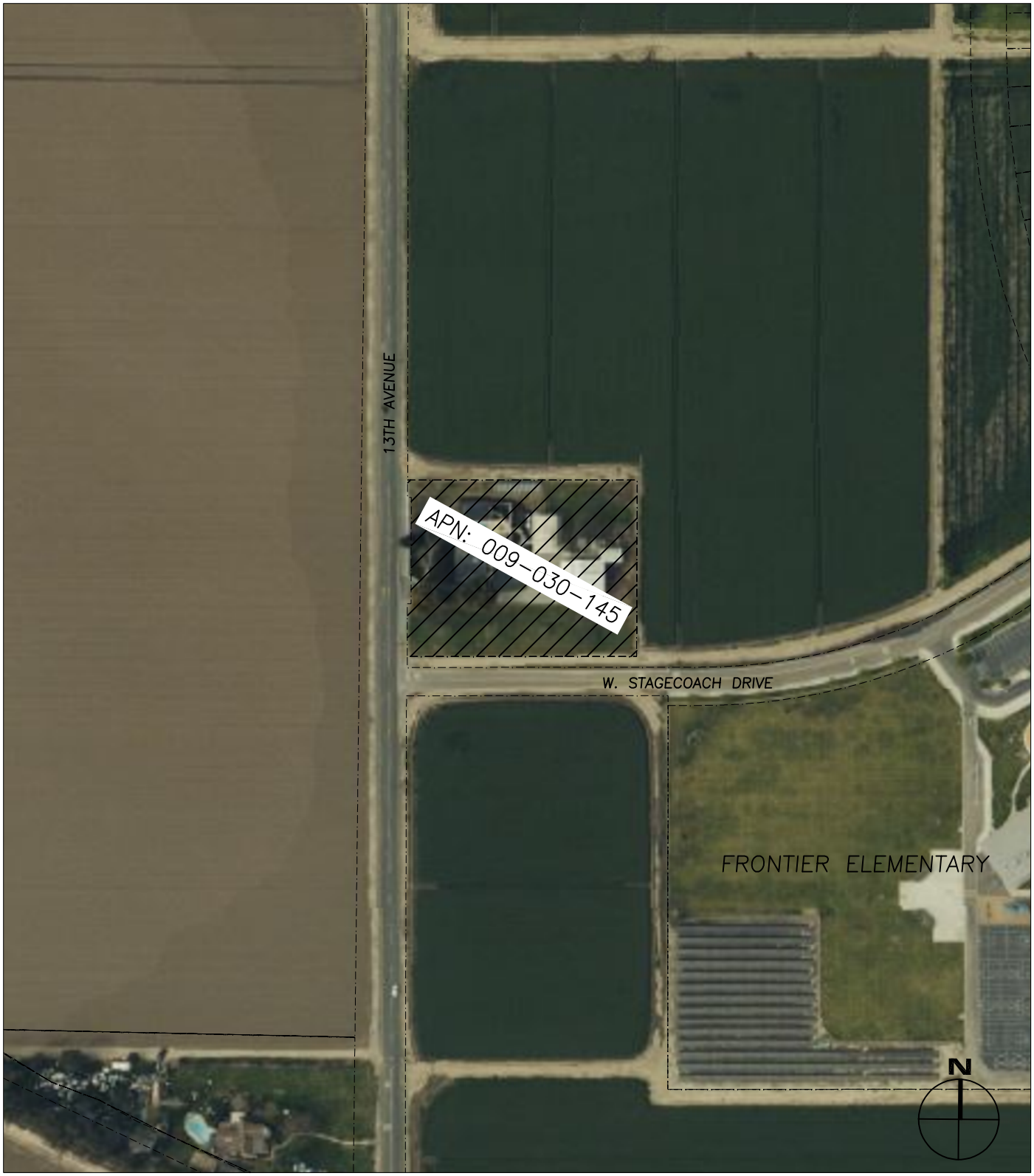
DEED CERTIFICATION

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2020 from Cal-Clark Farms, Inc., to the CITY OF HANFORD, a municipal corporation, is hereby accepted by order of the City Council of the City of Hanford and the Grantee consents to recordation by its duly authorized officer.

DATED: _____, 2020 CITY OF HANFORD,
a municipal corporation

By:_____
For: Mario Cifuentez, City Manager

Attest: _____
Natalie Ortega, Interim City Clerk



TITLE: LOCATION MAP

APPROVED BY:

DRAWN BY: LV

DATE: 11/06/202

JOB No.: CAL-CLARK FARMS

AGENDA
STAFF REPORT

MEETING DATE: 11/17/2020	**AGENDA SECTION:** H

SUBJECT:
Public Works: Acceptance of a Grant of Easement from Implacable Properties, LLC., dated October 15, 2020 for street widening purposes at Alpine Drive between Houston and Hume Avenue.

RECOMMENDATION:
That the City Council, by motion, accept the attached Grant of Easement from Implacable Properties, LLC., by Steve Brown, President and Sandra Grouf, Secretary of Blue Mountain Communities, Inc., Dated October 15, 2020 for street widening purposes, and authorize the City Manager to sign the deed certification and the City Clerk to file said deed with the Kings County Recorder's office.

BACKGROUND:
The approval and construction of a new subdivision, Tract 865, Unit No, 1, being developed by San Joaquin Valley Homes, at the northwest corner of Alpine Drive between Houston and Hume Avenue requires an offer of dedication in order to construct infrastructure and street widening as access to the subdivision. The attached Grant of Easement to the City provides the necessary right of way to facilitate the construction of the street improvements. Implacable Properties as current owner of the property is making the dedication on behalf of the developer.

FISCAL IMPACT:
The Grant of Easement for street widening purposes is required as a condition of approval and is being made at no cost to the City.

ATTACHMENTS:
Alpine Drive Easement - Location Map
Live Oak East Alpine Drive Easement - Signed

TITLE: LOCATION MAP

APPROVED BY:

DRAWN BY: LV

JOB NO.: IMPLACABLE PROPERTIES, LLC | SHEET 1 OF 1

RECORDING REQUESTED BY:

When Recorded Mail Document and Tax Statement To:

Name: City of Hanford
319 N. Douty St.
Hanford, CA 93230

APN: 011-110-029 (Portion)
011-110-030 (Portion)
011-110-022 (Portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

(Grant of Easement for Right of Way)

The undersigned grantor(s) declare(s)

Documentary transfer tax is $ None

[ ] computed on the full value of property conveyed, or
[ ] computed on the full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area (X) City of Hanford

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Implacable Properties, LLC, a California Limited Liability Company

hereby GRANT(S) to:

CITY OF HANFORD, a Municipal Corporation,

An Easement for Right of Way purposes for a public street, over and across real property in the City of Hanford, County of Kings, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION AND PLAT, and CERTIFICATE OF ACCEPTANCE, attached hereto and made a part hereof.

DATE: 10-15, 2020

Implacable Properties, LLC, a California Limited Liability Company

BY: Blue Mountain Communities, Inc., a California Corp.
Its: Sole Member

By: _____
STEVE BROWN, PRESIDENT

By: _____
SANDRA GROUF, SECRETARY/TREASURER

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Solano } s.s.

On October 15, 2020 before me, Selina Y Marcus, Notary Public,
Name of Notary Public, Title

personally appeared Steve Brown
Name of Signer (1)

Sandra Grouf
Name of Signer (2)

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

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

WITNESS my hand and official seal.

Selina Y Marcus
Signature of Notary Public

SELINA Y. MARCUS
COMM. #2292473
Notary Public - California
Solano County
My Comm. Expires June 11, 2023
NRO1

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Grant of Easement, containing Four pages, and dated October 15, 2020.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☑ Corporate Officer(s) President/CEO
  Title(s)
  Secretary/Treasurer
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other
☐ Additional Signer ☐ Signer(s) Thumbprints(s)
☐ _____

EXHIBIT "A"

VARIABLE WIDTH ACCESS EASEMENT

LEGAL DESCRIPTION

Being a portion of Parcels 1, 2 and 3 as described in Grant Deed to Implacable Properties, LLC recorded on January 1, 2014 as Document No. 2014-1401539, Kings County Records, situate in the Southwest Quarter of Section 2, Township 19 South, Range 21 East, Mount Diablo Meridian, County of Kings, California, said property being more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel 2; thence

Along the East line of said Parcel 2, South 00°00'10" West 1304.59 feet to the Southeast corner of said Parcel 2, being also a point on the North line of the Southeast Quarter of the Southwest Quarter of said Section 2, and a point on the North line of said Parcel 1; thence

Along said North line of the Southeast Quarter of the Southwest Quarter of Section 2, being also the North line of said Parcel 1, South 89°11'39" East 17.00 feet; thence

Leaving said North lines, South 00°00'10" West 22.50 feet to the beginning of a curve to the right, having a radius of 532.00 feet and having a central angle of 07°02'46"; thence

Along the arc of said curve, 65.42 feet to the beginning of a reverse curve to the left, having a radius of 20.00 feet to which a radial line bears North 82°57'04" West and having a central angle of 95°43'15"; thence

Along the arc of said curve, 33.41 feet; thence

South 01°19'41" West 6.86 feet; thence

North 87°37'21" West 88.20 feet; thence

North 89°59'50" West 8.08 feet; thence

North 00°00'10" East 1383.51 feet to the beginning of a curve to the left, having a radius of 20.00 feet and having a central angle of 89°07'59"; thence

Along the arc of said curve, 31.11 feet to a point 36.00 feet distant at right angles from the North line of said Southwest Quarter of Section 2; thence

North 00°52'11" East 16.00 feet to a point 20.00 feet distant at right angles from the North line of said Southwest Quarter of Section 2, being also a point on the North line of said Parcel 3; thence

Along the North line of said Parcels 3 and 2, respectively, parallel with said Quarter Section line, South 89°07'49" East 83.46 feet to the point of beginning.

Containing 2.14 Acres, more or less

SUBJECT TO all easements and/or rights-of-way of record.

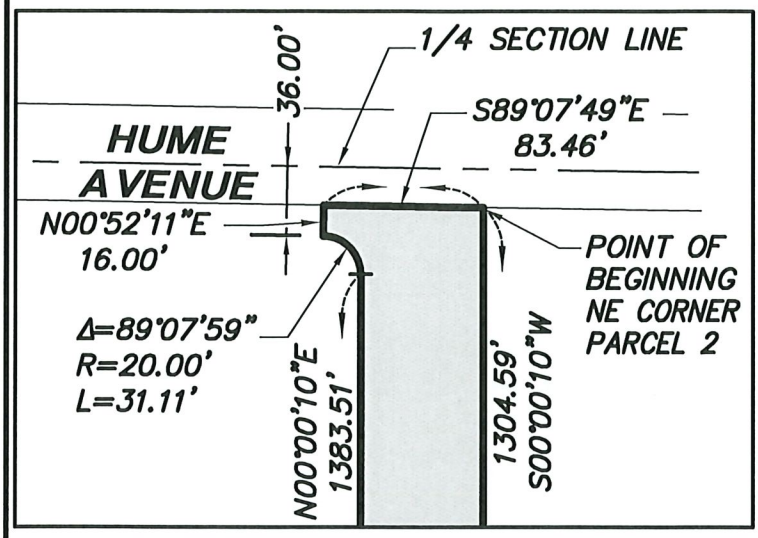
This legal description as described is delineated on the accompanying "Plat to Accompany Legal Description" and made a part hereof for reference purposes.

PROFESSIONAL LAND SURVEYOR
NICOLE CANNELLA
No. 9099
STATE OF CALIFORNIA

Nicole Cannella

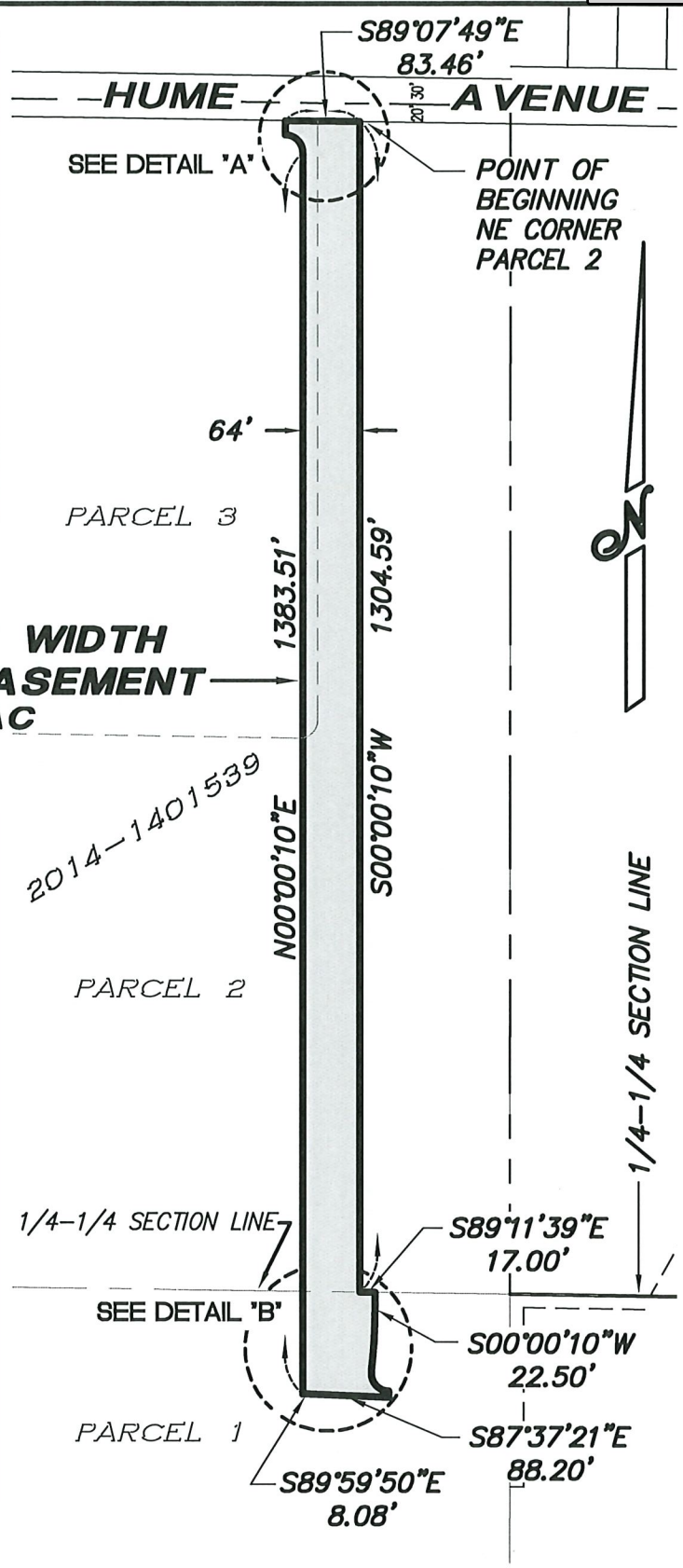
Nicole Cannella, P.L.S. 9099

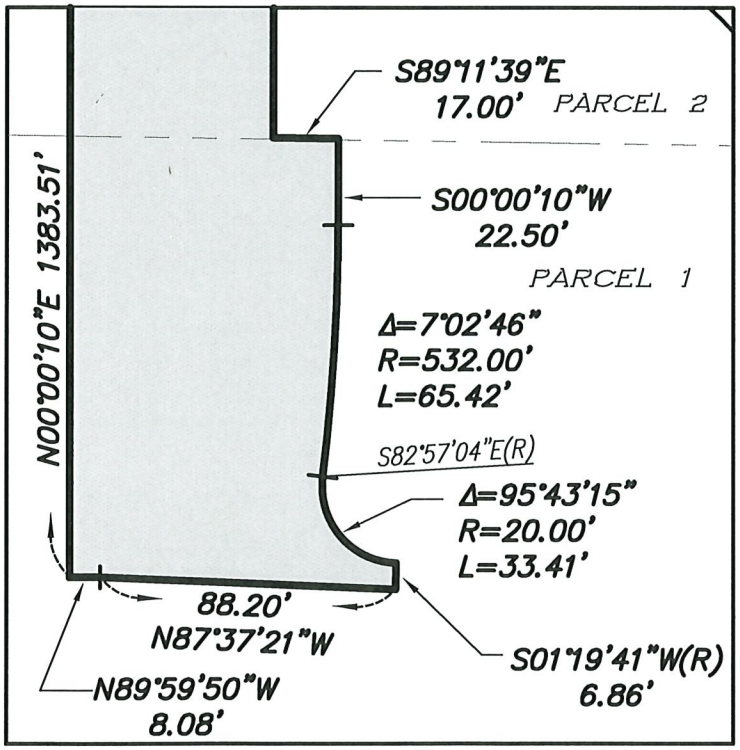
10/13/20



DETAIL "A"

NOT TO SCALE





DETAIL "B"

NOT TO SCALE

NorthStar
Engineering Group, Inc.
• CIVIL ENGINEERING • SURVEYING • PLANNING •
620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

PLAT TO ACCOMPANY LEGAL DESCRIPTION

LYING IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 21 EAST, MOUNT DIABLO MERIDIAN.

COUNTY OF KINGS, STATE OF CALIFORNIA

JOB NO:	J13-1238
SCALE:	1" = 200'
DR BY:	NC
FILE:	13-1238 alpine drive esmt.dwg
DATE:	Octo

DEED CERTIFICATION

This is to certify that the interest in real property conveyed by Grant of Easement dated _____, 2020 from Implacable Properties, LLC, a California Limited Liability Company, to the CITY OF HANFORD, a municipal corporation, is hereby accepted by order of the City Council of the City of Hanford and the Grantee consents to recordation by its duly authorized officer.

DATED: _____, 2020

CITY OF HANFORD,
a municipal corporation

By:_____
For: Mario Cifuentez, City Manager

Attest: _____
Natalie Ortega, Interim City Clerk

AGENDA
STAFF REPORT

MEETING DATE: 11/17/2020	**AGENDA SECTION:** A

SUBJECT:
Administration: Approval of the revised Standard Airport Lease Agreement to be used for all future Land and Facility leases at the Hanford Municipal Airport

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RECOMMENDATION:
That the City Council, by motion, approve the revised Standard Airport Lease Agreement to be used for all future Land and Facility leases at the Hanford Municipal Airport

BACKGROUND:
The City of Hanford currently has 30 active ground leases, 2 corporate size facility leases, and 40 leases for Hangar and Shade space. Even with the 70 plus leases, which represent approximately 70% of the Airport's revenue, the airport currently has a loan from the general fund of over $400k. That loan has grown over the years as the General Fund, through the ACO, has had to loan money to the fund in order for the fund to "break even".

The Federal Aviation Administration, through several pieces of legislation, has made it clear that it is a sponsor's responsibility to be as self-sustaining as possible and to ensure that the airport maintains a rate and fee schedule that conforms to the grant assurances and is consistent with the FAA's Policy
Regarding Airport Rates and Charges. When airport owners, or sponsors, such as the City of Hanford, accept funds from FAA-administered airport financial assistance programs, they must agree to certain obligations (or assurances). These obligations require the recipients to maintain and operate their facilities safely and efficiently and in accordance with specified conditions. The assurances may be attached to the application or the grant for Federal assistance and become part of the final grant offer or in restrictive covenants to property deeds. The duration of these obligations depends on the type of recipient, the useful life of the facility being developed, and other conditions stipulated in the assurances. However, the typical duration is 20 years.

In addition to setting appropriate rates to become a self-sustaining enterprise fund, it is important for the Airport to adopt policies within the land and facility agreements to establish the

framework for future prosperity. Included in this new agreement are clauses that address the reversion of improvements and an annual CPI inflator, which insures that the value of the lease continues to adjust with the airport's annual operating costs.

The reversion clause addresses what happens to improvements on an airport leasehold during the term of or at the termination of a lease. Usually, ownership of improvements made by a tenant reverts to the airport sponsor at some point during a lease, usually at the end. It is at this time of reversion when the airport begins to receive rent on both the land and improvements at their prevailing market rent, as opposed to just charging ground rent. Reversion can also take other forms. In some instances, reversion can mean that at the termination of a lease, the Lessor can require that the tenant remove them at their own expense and bring the site back to its original unimproved state. Regardless, in simple terms, the reversion clause simply addresses what happens to ownership of improvements and their responsibilities at some point during the term of a lease. This ground lease gives the airport the choice to decide which option it desires at expiration, depending on the condition of the improvements.

Airports are special in a lot of ways; however, leases are not one of them. Time and time again I have had current/prospective tenants state that airports are the only ones that have reversion clauses in their leases. This is not true. Reversion clauses are a standard condition in any ground or facility lease. In speaking with commercial real estate brokers around the country, every one of them stated that reversion is a standard clause in every lease that they have negotiated on behalf of a tenant or landlord. In the general real estate market, property owners elect to enter into a ground lease on their property because for a variety of reasons, they choose not to sell their property. In the aviation real estate market, ground leases exist because the airport sponsor cannot sell their property. In addition, from the airport’s standpoint, the reversion clause provides for future revenue streams and the control/management over airport development and facility maintenance.

FISCAL IMPACT:
Over time, the adoption of this new agreement has the potential to make the Airport fund self-sustaining, which is a requirement under FAA Grant Assurances

ATTACHMENTS:
2020 Standard Ground Lease Agreement - Final
airport-sponsor-assurances-aip-2020

AIRPORT GROUND LEASE AGREEMENT

This Ground Lease Agreement made and entered into this ____ day of _____, 2020, by and between the City of Hanford, a Municipal Corporation of the State of California, hereinafter referred to as "LESSOR" and _____, an _____, hereinafter referred to as "LESSEE".

For and in consideration of the payment of rent, taxes, and other charges and of performance of the covenants and conditions hereinafter set forth, LESSOR hereby Leases to LESSEE the real property located at the Hanford Municipal Airport and situated in the City of Hanford, County of Kings, State of California, more particularly and legally described as set forth in Exhibit "A" attached hereto and made a part hereof.

1. DEMISED PREMISES

A. Definition - Except as expressly provided to the contrary in this Lease, reference to "Demised Premises" is to the described land plus any described appurtenances, including any improvements (including LESSEE's improvements), now or hereafter located on the Demised Premises, without regard to whether ownership of the improvements is in the LESSOR or in the LESSEE.

B. Description - The Demised Premises consists of unimproved property, more particularly located as designated on Exhibit "B" attached hereto and made a part hereof and, containing approximately _____ square feet, plus any improvement subsequently made thereto or thereon, whether made by LESSOR or LESSEE.

2. TERM

A. The term of this Lease shall be for a period of _____ (___) years, commencing on the 1st day of _____, 2020 and ending on the _____ of _____, 20__, unless sooner terminated as provided for herein.

3. LEASE RENT

A. INITIAL MINIMUM RENT - LESSEE shall pay without abatement, deduction or affect, a net minimum annual rent of _____ ($_____), all due and payable in equal monthly installments of _____ ($_____) beginning on the 1st day of _____, 2020 and continuing thereafter throughout the entire term of this agreement.

B. RENT ADJUSTMENTS - The minimum annual rent shall be adjusted each and every year, beginning on the first anniversary date of the Lease term and continuing thereafter throughout the entire twenty (20) years of the Lease term, to reflect the percentage change in the Consumer Price Index. For purposes of this agreement, the Consumer Price Index shall be the California Consumer Price Index (all urban consumers, all items) as released by the California Division of Labor Statistics and Research. Said adjustment shall be calculated as follows:

The minimum annual rent charged for the twelve month period being concluded shall be multiplied by the percentage increase in the Consumer Price Index for the last month released prior to each anniversary date of this Lease. The new minimum annual rent shall thereafter be paid in twelve (12) equal monthly installments for each twelve (12) month period in accordance with subdivision A herein. In no event shall the minimum annual rent be decreased.

The Consumer Price Index as used herein is based on the 1982-84=100 index. Should the Division of Labor Statistics and Research change the 1982-84=100 index, the above referenced formula shall be converted to reflect said change.

C. In the event LESSEE is delinquent in remitting the rent by the tenth (10th) day of each and every month throughout the entire Lease term, then the rent not paid when due

shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid.

4. TAXES AND ASSESSMENTS: "PUBLIC CHARGES"

A. Obligations of LESSEE: From and after the date of execution of this Lease, LESSEE shall pay or cause to be paid all real estate taxes, assessments, and other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever applicable to the possessory interest of LESSEE in the Demised Premises, as created and established by this Lease, and the building improvements thereon, including but not limited to assessments for public improvements or benefits which shall for any period subsequent to the execution of this Lease and during the term hereof be assessed, levied or imposed upon or become due and payable and a lien upon said possessory interest and building and improvements thereon (specifically excepting therefrom any and all subsurface rights, if any, held or used by others who may have or claim any of the same, LESSEE assuming no liability whatsoever for the taxes, general and special assessments or other charges levied or assessed thereon), all of which taxes, assessments, levies and other governmental charges to be paid by LESSEE are referred to in this Lease as "public charges"; provided however, that if by law any such public charges are payable or may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such public charge), LESSEE may make such payments in installments as the same respectively become due and before any fine, penalty, or cost may be added thereto for the non-payment of any such installment; and provided further that any public charge relating to a fiscal period of the taxing authority expiring after the termination or expiration of this Lease, any part of which fiscal period is included within the time prior to termination or expiration of this Lease, shall (whether or not during the period prior to termination or expiration of this Lease such public

charge shall be paid, assessed, levied or posed upon or become due and payable) be apportioned between the parties.

B. Time of Payment: All payments to be made by LESSEE pursuant to the provisions hereof shall be made before any fine, penalty, interest or cost may be added thereto for the non-payment thereof; and the LESSEE shall furnish LESSOR within sixty (60) days after the dates when the same are payable, as herein provided, with official receipts or other evidence satisfactory to LESSOR that such public charges or excise on rents or other tax or assessments in lieu thereof as aforesaid has, to the extent of the aforesaid, been paid.

C. Contest: LESSEE may contest the legal validity or amount of any public charges for which LESSEE is responsible under this Lease and may institute such proceedings as LESSEE considers necessary. If LESSEE contests any such public charges, LESSEE may withhold or defer payment or pay under protest but shall protect LESSOR and the Demised Premises from any lien by adequate surety bond or other appropriate security.

LESSOR appoints LESSEE as LESSOR's attorney in fact for the purposes of making all payments to any taxing authorities and for the purpose of contesting any such public charge.

D. Exclusions: LESSEE's obligation to pay public charges levied or charged against said possessory estate or buildings or improvements or against specified personal property, shall not include the following whatever they may be called: business income or profit taxes levied or assessed against LESSOR by federal, state or other governmental agencies; estate, succession, inheritance, or transfer taxes of LESSOR; or corporation, franchise, or profit taxes imposed on any owner of the fee title of the Demised Premises.

E. Evidence of Payment: The certificate, advice or bill of the appropriate official designated by law to make or issue the same and to receive payment of any such public charge shall be prima-facie evidence that such public charge is due and unpaid at the time

of the making or issuance of such certificate, advice, or bill; and the written receipt of such official shall be prima-facie evidence that the public charge therein described has been paid. LESSOR shall authorize and instruct the assessing authority to forward to LESSEE all bills covering such said public charge.

5. USE OF DEMISED PREMISES

A. Defined - LESSEE shall have the right and obligation to construct, maintain and operate the Demised Premises, for the purpose of aircraft storage and aircraft management, with the incidental right to fuel, maintain and service only those aircraft stored therein and to charge periodic hangar use fees to LESSEE's subtenants. Aircraft stored in the hangar shall be registered with the Airport Manager and any changes shall be reported to the Airport Manager within thirty (30) days of said change. LESSEE shall not have the right or obligation to use the Demised Premises for any other purpose, nor shall LESSEE provide any other service without express written consent of the LESSOR.

B. Use Obligation - LESSEE shall actively and continuously use and operate the Demised Premises for the limited and particular exclusive use as expressly provided for above, except for failure to so use caused by reason of wars, strikes, riots, civil commotion, acts of public enemies, and acts of God. Continuous use shall be deemed to have ceased if LESSEE fails to use and operate the Demised Premises for _____ (_____) consecutive days. Said activities and continuous use and operation enhances the value of the Hanford Municipal Airport, provides needed public service, provides additional employment, taxes, and other benefits to the general economy. LESSEE, however shall not and is expressly prohibited from using the Demised Premises for any other purpose or use whatsoever whether it is purported to be in addition to or in lieu of the particular exclusive use set forth above.

C. In addition, LESSEE shall have the right to own and operate from the leased premises an air charter service licensed under Part 135 of the Federal Aviation Regulations and to sublease office and lounge areas within the hangar provided that any sublease shall require the prior written consent of the LESSOR. LESSOR further agrees to not arbitrarily withhold said consent. Any request for the payment of additional consideration to the LESSOR as a condition to granting consent to a sublease shall be considered arbitrary. Further, the consent of the LESSOR shall not be required as to any sublease to any entity in which the principals of the LESSEE own at least 50% of such entity.

6. UTILITIES - LESSEE shall be responsible for all costs associated with the use of said utilities.

7. BUSINESS LICENSE - LESSEE shall obtain a business license as paid by all people in similar circumstances, within the City of Hanford.

8. RESERVATION OF MINERAL RIGHTS TO LESSOR - All oil, gas, and mineral rights are expressly reserved from this Lease.

9. ASSIGNING AND SUBLETTING - The LESSEE shall not assign or sublet, or transfer the whole or any part of this Lease or any interest herein, nor sublease the whole or any part of the Demised Premises, nor contract for the management or operation of the whole or any part of the Demised Premises, nor permit the occupancy of any part thereof by any other person, nor permit transfer of the Lease or possession of the Demised Premises by merger, consolidation or dissolution, nor permit sale of a controlling interest in the voting stock in said corporation without the consent of LESSOR, in each instance following thirty (30) days written notice to LESSOR of

LESSEE's intent to assign, sublet, transfer, sublease, contract for the management or operation, permit the occupancy or permit the transfer of the whole or any part of the Demised Premises, evidenced by LESSOR's ordinance, first had and obtained in each instance. It is mutually agreed that the personal qualifications of the parties controlling the corporation named herein as LESSEE are part of the consideration for the granting of this Lease and said parties do hereby agree to maintain active control and supervision of the operations conducted on the Demised Premises, to maintain its existence, rights, privileges, and franchises within the State of California, and qualify and remain qualified in each jurisdiction in which its present or future operations or its ownership of property requires such qualifications. No assignment, voluntary or involuntary, in whole or in part of the Lease or any interest therein, and no sublease of the whole or any part of the Demised Premises, and no contract for the management or operation of the whole or any part of the Demised Premises, and no permission to any person to occupy the whole or any part of the Demised Premises, shall be valid or effective without the consent of the LESSOR, first had and obtained in each instance; provided however, that nothing herein contained shall be construed to prevent the occupancy of said Demised Premises by any employee or business invitee of LESSEE.

10. LESSEE'S ACCESS - LESSEE shall have unrestricted right of access to all taxiways, runways and public facilities of the airport and LESSOR shall maintain taxiways sufficient for the use of aircraft to the boundary of the Demised Premises and vehicle access to Demised Premises. (This is subject to change depending on where on the airport the leased premises is located.)

11. REPAIR AND MAINTENANCE

A. General Repairs and Maintenance - Throughout the entire Lease term, LESSEE shall, at LESSEE's sole cost and expense maintain the Demised Premises and all improvements thereupon in good condition and repair, including, but not limited to, the

interior and exterior of the facility, the landscaping, the paving of the parking lot, aircraft parking apron, the access road, the fuel storage tanks, and all other improvements existing and hereafter erected thereupon, to the reasonable satisfaction of the LESSOR, and in accordance with all applicable rules, laws, ordinances, orders and regulations of (1) federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials including LESSOR; (2) the insurance underwriting board, or insurance inspection bureaus having or claiming jurisdiction; and (3) all insurance companies insuring all or any part of the Demised Premises or improvements or both. LESSEE further understands and agrees that the LESSOR shall have the right at all reasonable times to make periodic inspections of LESSEE's facilities and notify LESSEE in the manner provided for in this Lease, of any conditions in need of repair or concerns LESSOR may have regarding the appearance of the facilities. LESSEE shall make every effort to correct said conditions within a reasonable period of time, however in no instance shall it be longer than ninety (90) days from the date of the notice without the consent of the LESSOR.

B. Extraordinary Repairs and Maintenance - In the event of damage to or the destruction by fire, the elements, acts of God, or any other cause, or, in the event LESSEE's constructed improvements located within the Demised Premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce such declaration, including LESSOR, LESSEE shall, within ninety (90) days, commence and diligently pursue to completion the repair, replacement, or reconstruction of improvements necessary to permit full use and occupancy of the Demised Premises for the purpose required by this Lease. Repair, replacement or reconstruction of improvements within the Demised Premises shall be accomplished in a manner and according to plans approved by LESSOR; provided, however, LESSEE shall not be obligated to repair, reconstruct or replace the improvements following their destruction in

whole or substantial part except to the extent the loss is covered by insurance required to be carried by LESSEE pursuant to Paragraph 16 of this Lease (or would be covered whether or not such required insurance is actually in effect); provided however, LESSEE will not be relieved of the obligation to repair, reconstruct, and replace improvements that are damaged due to the negligence or intentional misconduct of LESSEE or LESSEE's shareholders, directors, managers, employees, agents, contractors, or invitees. If LESSEE elects not to restore, repair or reconstruct as herein provided, the Lease shall terminate and LESSOR shall have any rights to which it would be entitled under the provisions of paragraph 19 of this Lease.

12. OWNERSHIP OF IMPROVEMENTS

A. During the term of this Lease, all improvements constructed on the Demised Premises by LESSEE, as permitted by this Lease, shall be owned by LESSEE until expiration of the term or sooner termination of this Lease. LESSEE shall not, however, remove any improvements from the Demised Premises, except as permitted by this Lease. The parties covenant for themselves and all persons claiming under them that the improvements are personal property.

B. At the end of the Lease term all improvements on the Demised Premises at the expiration of the term or sooner termination of this Lease shall, without compensation to LESSEE, then become LESSOR's property free and clear of all claims to or against them by LESSEE or any third person, and LESSEE shall defend and indemnify LESSOR against all liability and loss arising from such claims or from LESSOR's exercise of the rights conferred by this paragraph.

C. At the expiration or sooner termination of the term of this Lease, LESSOR may, at the LESSOR's election, demand the removal of all structures, installations and improvements, as specified in the notice provided for below. A demand to take effect at

the normal expiration of the term shall be effected by notice given at any time within one month before the expiration date. A demand to take effect on any other termination of the Lease shall be effected by notice given in, or concurrently with, notice of such termination or within 30 days after such termination.

LESSEE shall comply with the notice before the expiration date, for normal termination, and within 60 days after the notice for other termination. The duty imposed by this provision includes but is not limited to the duty to demolish and remove all fuel storage tanks, basements and foundations, fill all excavations, return the surface to grade, and leave the Demised Premises safe and free from debris and hazards; provided that after compliance with a demand for removal of less than all fixtures and improvements, LESSEE shall be required to remedy only willful and negligent injuries to the Demised Premises or remaining improvements or fixtures.

If LESSEE fails to remove such structures, installations or improvements within sixty (60) days, LESSOR shall have the right to have such structures, installations or improvements removed at the expenses of LESSEE. As to any or all structures, installations or improvements that LESSOR does not exercise said option for removal, title thereto shall vest in the LESSOR without cost to LESSOR and without any payment to LESSEE.

13. INSURANCE - PROPERTY –

A. Throughout the term of this Lease, at LESSEE's sole cost and expense, LESSEE shall keep or cause to be kept insured for the mutual benefit of the LESSOR, the LESSEE and the holder of any security interest therein, all improvements to the Demised Premises erected thereupon by the LESSEE, against loss or damage by fire and such other risks as are now or hereafter included in extending coverage endorsements in common use for commercial structures, including vandalism or malicious mischief. The amount of the

insurance shall be sufficient to prevent either LESSOR or LESSEE from becoming a coinsurer under the provisions of the policies, but in no event shall the amount be less than the "Full Actual Replacement Value". Full Actual Replacement value, as used herein, means the cost of repairing, replacing, or reinstating, including demolishing, any item or property with materials of like kind and quality in compliance with any law or ordinance regulating repair or construction at the time of loss, without deduction for physical, accounting, or any other depreciation. LESSOR shall not carry any insurance the effect of which, would be to reduce the protection or payment to LESSEE under any insurance that this Lease obligates LESSEE to carry. If any dispute, whether the amount of insurance complies with the above, cannot be resolved by agreement, LESSOR may, not more often than once every 24 months, request the carrier of the insurance then in force to determine the full insurable value as defined in this provision, and the resulting determination shall be conclusive between the parties for the purpose of this paragraph. LESSEE may include the holder of any mortgage on the leasehold or on the fee or both as a loss payee; on the LESSOR's notice of demand LESSEE shall include the holder of any mortgage on the fee as a loss payee to the extent of that mortgage interest. LESSOR shall, at LESSEE's cost and expense, cooperate fully with LESSEE to obtain the largest possible recovery, and all policies of fire extended coverage insurance required by LESSOR shall provide that the proceeds shall be paid to LESSEE as follows:

1. The proceeds shall be deemed to be held in trust by the recipient for the uses and purposes prescribed by this Lease.

2. Payments of the proceeds for repair, restoration, or reconstruction of improvements shall be made monthly on LESSOR's certificates until the work is completed and accepted.

3. Any insurance proceeds remaining after complying with the provisions of this Lease relating to maintenance, repair, and reconstruction of improvements shall be the LESSEE's sole property.

4. LESSEE shall, through its personal funds, pay the costs of repair and reconstruction of improvements associated with any insurer holdback amount for depreciation or similar adjustment, and LESSEE will be entitled to reimbursement from insurance proceeds received following the completion of such work.

B. LESSEE shall also maintain insurance for loss of and damage to personal property, including, without limitation, aircraft, located within or on the Demised Premises. The policy must be written on an "all risks" basis, excluding earthquake and flood. The contract shall insure for the actual cash value of the personal property.

14. INSURANCE - LIABILITY - Throughout the term of this Lease, at LESSEE's sole cost and expense, LESSEE shall keep or cause to be kept in force, for the mutual benefit of LESSOR and LESSEE, the following liability insurance policies:

A. **Airport Liability Insurance**: On an "occurrence" basis, including products and completed operations, property damage, bodily injury with a limit of no less than **$2,000,000** per occurrence, including owned and non-owned aircraft coverage; provided however, the limit shall be no less than **$5,000,000** per occurrence if LESSEE engages in commercial operations at the Demised Premises or regularly carries passengers. Such coverage shall not be subject to any sub-limits, including, without limitation, any per-passenger or per-person sub-limit.

B. **Aircraft Liability Insurance**: On an "occurrence" basis with a limit of no less than **$2,000,000** per occurrence; provided however, the limit shall be no less than **$5,000,000** per occurrence if LESSEE engages in commercial operations at the Demised Premises or regularly carries passengers. Such coverage shall not be subject to any sub-limits, including, without limitation, any per-passenger or per-person sub-limit.

C. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence; provided however, the limit shall be no less than **$5,000,000** per occurrence if LESSEE engages in commercial operations at the Demised Premises, or regularly carries passengers. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

D. Automobile Liability: Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Vendor/Contractor/Operator has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **$1,000,000** per accident for bodily injury and property damage. To the extent that Pollution Legal Liability and Remediation coverage is required hereunder, LESSEE's Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by LESSEE to or from the Demised Premises. This coverage may also be provided as part of the Pollution Legal Liability and Remediation policy.

E. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease if LESSEE will have employees enter the Demised Premises.

F. Pollution Legal Liability and Remediation and/or Errors & Omissions applicable to underground or above ground fuel storage tanks, fueling or refueling

operations, if such operations will occur on the Demised Premises, with a limit no less than **$2,000,000** per claim or occurrence and **$2,000,000** aggregate per policy period of one year. This policy shall include coverage for bodily injury, property damage personal injury and environmental site restoration, including fines and penalties in accordance with applicable EPA or state regulations.

G. **Hangerkeepers Liability**: with a limit not less than **$1,000,000** combined single limit per occurrence and **$1,000,000** aggregate if aircraft not owned by LESSEE will be located at the Demised Premises.

15. INSURANCE - GENERAL REQUIREMENTS - All insurance required by express provisions of this Lease shall be carried only in responsible insurance companies licensed to do business in the State of California with a current A.M. Best rate of no less than A:VII. All such policies shall be nonassessable, shall satisfy the following requirements, and shall be endorsed to contain language, to the extent obtainable, to the effect that:

A. Any loss shall be payable notwithstanding any act or negligence of LESSOR that might otherwise result in a forfeiture of the insurance.

B. The insurer waives the right of subrogation against LESSOR and against LESSOR's elected and appointed officials, agents, representatives, and employees. This waiver of subrogation rights shall apply regardless of whether LESSOR receives an endorsement from LESSEE's insurer.

C. The policies are primary and noncontributing with any insurance that may be carried by LESSOR.

D. They cannot be canceled or materially changed except after 30 days notice by the insurer to LESSOR or LESSOR's designated representative.

E. LESSEE shall furnish LESSOR with copies of all such policies promptly on receipt of them, or with certificates and endorsements evidencing the insurance required hereunder. LESSOR reserves the right to require complete, certified copies of all required

insurance policies, including endorsements, required hereunder at any time. Before commencement of the Lease, LESSEE shall furnish LESSOR with binders representing all insurance requirements by this Lease. LESSEE may effect for its own account any insurance not required under this Lease. LESSEE may provide by blanket insurance covering the Demised Premises and any other location or locations any insurance required or permitted under this Lease provided it is acceptable to all mortgagees. LESSEE shall deliver to LESSOR, in the manner required for notices, copies of certificates of all insurance and endorsements required by this Lease, together with evidence satisfactory to LESSOR of payment required for procurement and maintenance of the policy, within the following time limits:

1. For insurance required at the commencement of this Lease, within 30 days after execution of this Lease;

2. For insurance becoming required at a later date, at least 15 days before the requirements takes effect, or as soon thereafter as the requirement, if new, takes effect;

3. For any renewal or replacement of a policy already in existence, at least 30 days before expiration or other termination of the existing policy.

F. LESSOR, and LESSOR's elected and appointed officials, agents, representatives, and employees are to be named as additional insured under the policy.

G. All insurance coverage required hereunder shall written on "occurrence" forms to the extent available. In instances in which "occurrence" coverage is unavailable, coverage written on a claims-made form shall satisfy the following requirements:

1. The retroactive date must be shown, and must be before the effective date of this Lease.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Lease, as applicable.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Lease, LESSEE must purchase an extended period coverage for a minimum of five (5) years after the expiration or termination of this Lease, as applicable.

4. A copy of the claims reporting requirements must be submitted to LESSOR for review.

H. Self-insured retentions must be declared to and approved by LESSOR. At the option of LESSOR, LESSEE shall provide coverage to reduce or eliminate such self-insured retentions as to LESSOR and its officers, officials, employees, and volunteers; or LESSEE shall provide evidence satisfactory to the LESSOR guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or LESSOR.

I. LESSEE shall require and verify that all contractors and subcontractors maintain insurance meeting all requirements stated herein, and LESSEE will ensure that LESSOR is an additional insured on insurance required from contractors and subcontractors. For Commercial General Liability coverage, contractors and subcontractors shall provide coverage with a format at lease as broad as CG 20 38 04 13.

J. LESSOR reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

If LESSEE fails or refuses to procure or to maintain insurance as required by this Lease or fails to furnish LESSOR with required proof that the insurance has been procured and is in force and paid for, LESSOR shall have the right, at LESSOR's election and on five (5) days notice to LESSEE, to procure and maintain such insurance. The premiums paid by LESSOR shall be treated as added rent due from LESSEE with interest at the rate of 18% per year, to be paid on the first day of the month following the date on which the premiums were paid. LESSOR shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

16. INDEMNIFICATION –

A. LESSEE agrees to and shall defend, indemnify, and hold LESSOR and LESSOR's elected and appointed officials, agents, representatives and employees harmless against all claims, liability, loss and expense caused by the actions or omissions of LESSEE or its shareholders, directors, managers, employees, agents, contractors, or invitees occurring hereunder.

B. LESSEE further agrees to and shall defend, indemnify, and hold LESSOR and LESSOR's elected and appointed officials, agents, representatives and employees harmless against all claims, liability, loss and expense incurred or suffered by LESSEE and/or its shareholders, directors, managers, employees, agents, contractors, or invitees by reason of injury to person or property, or both, arising out or caused by: (i) of the condition of the Demised Premises or the Hanford Municipal Airport; (ii) any operations thereof conducted thereupon or therefrom caused by any act or omission by LESSEE or its shareholders, directors, managers, employees, agents, contractors, or invitees; (iii) any third party operating at the Hanford Municipal Airport; or (iv) any other cause whatsoever, including the actions and omissions of LESSOR and its elected and appointed officials,

agents, representatives, and employees occurring hereunder. Notwithstanding the foregoing, LESSEE's duty to indemnify, defend, and hold harmless shall not apply to the gross negligence or intentional misconduct of LESSOR or its elected and appointed officials, agents, representatives, and employees.

C. LESSOR agrees to and shall defend and indemnify LESSEE and LESSEE's shareholders, directors, managers, employees, agents, contractors, and invitees against all claims, liability, loss and expense caused or incurred by reason of injury to person or property, or both, including without limitation, injury to the person or property of LESSEE or its shareholders, directors, managers, employees, agents, contractors, and invitees arising out of the gross negligence or intentional misconduct of LESSOR and/or its elected and appointed officials, agents, representatives, and employees occurring hereunder.

D. This Section 16 shall survive the termination of this Lease.

17. DEFINITION OF DEFAULT BY LESSEE - Each of the following events shall be a default by LESSEE and a breach of this Lease.

A. Abandonment or surrender of the Demised Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by LESSEE, or the failure to perform any other covenant or condition of this Lease.

B. The subjection of any right or interest of LESSEE to attachment, execution, or other levy, or to seizure under legal process, if not released within 10 days provided that the foreclosure of any mortgage permitted by provisions of this Lease relating to purchase or construction of improvements shall not be construed as a default within the meaning of this paragraph.

C. The appointment of a receiver to take possession of the Demised Premises, or improvements or of LESSEE's interest in the leasehold estate, or of LESSEE's operation on the Demised Premises for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, but not including receivership (1) pursuant to administration of the estate of any deceased or incompetent LESSEE, or (2) instituted by LESSOR, the event of default being not the appointment of a receiver at LESSOR's insistence, but the event justifying the receivership, if any.

D. An assignment by LESSEE for the benefit of creditors or the filing of a voluntary or involuntary petition by or against LESSEE under any law for the purpose of adjudication of LESSEE's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within 30 days after the assignment, filing or other initial event.

E. Failure to maintain said Demised Premises as required pursuant to the terms of this Lease.

18. NOTICE OF DEFAULT - As a precondition to pursuing any remedy for an alleged default by LESSEE, LESSOR shall, before pursuing any remedy, give notice of default to LESSEE and to all qualifying subtenants whose names and addresses were previously given to LESSOR in a notice or notices from LESSEE. A qualifying subtenant is a subtenant in possession under an existing sublease which is proper under this Lease.

If the alleged default is nonpayment of rent, taxes, or other sums to be paid by LESSEE as provided in the paragraph on rent, or elsewhere in this Lease directed to be paid as rent, LESSEE shall have 10 days after notice is given to cure the default. For the cure of any other default, LESSEE shall promptly and diligently after the notice commence to cure the default and

shall have 10 days after notice is given to complete the cure plus any additional period that is reasonably required for the curing of the default. After expiration of the applicable time for curing a particular default, or before the expiration of that time in the event of emergency, LESSOR may at LESSOR's election, but is not obligated to, make any payment required of LESSEE under this Lease or perform or comply with any covenant or condition imposed on LESSEE under this Lease and the amount so paid plus the reasonable cost of any such performance or compliance, plus interest on such sum at the rate of 10% per year from the date of payment, performance, or compliance (herein called "Act"), shall be deemed to be additional rent payable by LESSEE with the next succeeding installment of rent; provided however, such amounts shall be immediately due and payable upon demand by LESSOR if this Lease has been terminated due to LESSEE's default. No such Act shall constitute a waiver of default or of any remedy for default or render LESSOR liable for any loss or damage resulting from any such Act.

19. REMEDIES IN THE EVENT OF DEFAULT - If any default by LESSEE shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default under the applicable provision of this Lease, LESSOR has the following remedies in addition to all other rights and remedies provided by law or equity, to which LESSOR may resort cumulatively or in the alternative:

A. LESSOR may, at LESSOR's election, terminate this Lease by giving LESSEE notice of termination. On the giving of the notice, all LESSEE's right in the Demised Premises and in all improvements shall terminate. Promptly after notice of termination, LESSEE shall surrender and vacate the Demised Premises and all improvements in broom-clean condition, and LESSOR may re-enter and take possession of the Demised Premises and all remaining improvements and eject all parties in possession or eject some and not others or eject none; provided that no subtenant qualifying under nondisturbance provisions of this Lease shall be ejected. Termination under this paragraph shall not

relieve LESSEE from the payment of any sum then due to LESSOR or from any claim for damages previously accrued or then accruing against LESSEE.

B. LESSOR may, at LESSOR's election, re-enter the Demised Premises, and, without terminating this Lease, at any time and from time to time relet the Demised Premises and improvements or any part or parts of them for the account and in the name of the LESSEE or otherwise. LESSOR shall apply all rents from reletting as in the provision on assignment of subrents. Any reletting may be for the remainder of the term or for a longer or shorter period. LESSOR may execute any Leases made under this provision either in LESSOR's name or in LESSEE's name and shall be entitled to all rents from the use, operation, or occupancy of the Demised Premises or improvements or both. LESSEE shall nevertheless pay to LESSOR on the due dates specified in this Lease the equivalent of all sums required of LESSEE under this Lease, plus LESSOR's expenses, less the avails of any reletting or attornment. No act by or on behalf of LESSOR under this provision shall constitute a termination of this Lease unless LESSOR gives LESSEE notice of termination.

C. LESSOR may, at LESSOR's election, use LESSEE's personal property and trade fixtures or any of such property and fixtures without compensation and without liability for use or damage, or store them for the account and at the cost of LESSEE.

D. LESSOR shall be entitled, at LESSOR's election, to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of 10 percent per year from the due date of each installment. Avails of reletting or attorned subrents shall be applied, when received, as follows: (1) to LESSOR to the extent that the avails for the period covered do not exceed the amount due and charged to LESSEE for the same period, and (2) the balance to LESSEE. LESSOR shall make reasonable efforts to mitigate LESSEE's liability under this provision. LESSOR shall be entitled at LESSOR's election to damages in the following sums: (1) all amounts that would have

fallen due as rent between the time of termination of this Lease and the time of the claim, judgment, or other award, less that avails of all relettings and attornments and less all amounts by which LESSOR shall reasonably have mitigated those rental losses, plus interest on the balance at the rate of 10 percent per year, and (2) the "worth" at the time of the claim, judgment, or other award, of the amount by which the unpaid rent for the balance of the term exceeds the then fair rental value of the Demised Premises, or the higher/lower of the fair rental value unencumbered by the Lease and improvements. "Worth", as used in this provision, is computed by discounting the total at the discount rate of the Federal Reserve Bank of San Francisco at the time of the claim, judgment, or award, plus one percent. LESSOR shall not be considered to be in default under this Lease unless (1) LESSEE has given notice specifying the default and (2) LESSOR has failed for 10 days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective or ameliorative acts for noncurable defaults. LESSEE waives the protections of Civil Code Sections 1932 and 1933.

20. WAIVER OF DEFAULT - No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to this Lease shall not constitute a waiver of any preceding default by LESSEE other than that default in the payment of the particular rental payment.

21. LEASE ENCUMBRANCE - LESSEE understands and agrees that it cannot encumber the Lease, leasehold estate and the improvements thereon by a deed of trust, mortgage or other security instrument to assure payment of any promissory note of LESSEE without the prior express written consent of the LESSOR in each instance, which consent shall be at the sole and

exclusive discretion of the LESSOR. If any deed of trust, mortgage or other security instrument that encumbers the Lease, leasehold estate and the improvements thereon is entered into by LESSEE without LESSOR's prior express written consent, LESSOR shall have the right to declare this Lease in default.

22. EMINENT DOMAIN - If the whole or a substantial part of the Demised Premises hereby leased shall be taken by any public authority under the power of eminent domain, the term of this Lease shall cease as to the part taken, from the day the possession of that part shall be taken for any public purpose, and the rent shall be paid up to that day, and from that day LESSEE shall have the right either to cancel this Lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the Demised Premises taken. All damages awarded for such taking shall belong to and be the property of the LESSOR whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Demised Premises herein leased, LESSEE's only remedies being the election of cancellation or reduction in rent; provided, however, that LESSOR shall not be entitled to any award made for the taking of any installation or improvements on the Demised Premises belonging to LESSEE.

23. QUITCLAIM OF LESSEE'S INTEREST UPON TERMINATION - Upon termination of this Lease for any reason, including but not limited to termination because of default by LESSEE, LESSEE shall execute, acknowledge and deliver to LESSOR within thirty (30) days after receipt of written demand thereof, a good and sufficient deed whereby all right, title and interest of LESSEE in the Demised Premises is quitclaimed to LESSOR. Should LESSEE fail or refuse to deliver the required deed to LESSOR, LESSOR may prepare and record notice reciting the failure of LESSEE to execute, acknowledge and deliver such deed and said notice shall be conclusive

evidence of the termination of the Lease and of all rights of LESSEE or those claiming under LESSEE in and to the Demised Premises.

24. ATTORNEYS' FEES - If either party brings any action or proceeding to enforce, protect, or establish any right or remedy, the prevailing party shall be entitled to recover reasonable attorneys' fees. Arbitration is not an action or proceeding for the purpose of this provision.

25. NOTICES - As used in this Lease, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. No notice of the exercise of any option or election is required unless the provision giving the election or option expressly requires notice. Unless the provision of this Lease on rent direct otherwise, rent shall be sent in the manner provided for giving notice.

A. Writing. All Notices must be in writing, provided that no writing other than the check or other instruments representing the rent payment itself need accompany the payment of rent.

B. Delivery. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by certified or registered mail, return receipt requested, and addressed as follows:

Notice to LESSOR: City of Hanford
City Clerk
319 N. Douty Street

Hanford, CA 93230

Copy to: City of Hanford

Airport Manager

954 Hanford Armona Road

Hanford, CA 93230

Notice to LESSEE: _____

_____

_____

C. Change of recipient or address. Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

D. Recipient named. Each recipient named must be an individual person. If more that one recipient is named, delivery of notice to any one such recipient is sufficient. If none of the recipients named in the latest designation of recipient is available for delivery in person, and if the notice addressed by mail or overnight delivery to each recipient named in the latest designation of recipient is refused or is returned to the sender undelivered, notice shall be sufficient if sent by mail or overnight delivery as above to the party as named in this Lease, unless the name or identity of the party has changed as permitted in this Lease and proper notice of the change has been given, in which event the notice shall be sufficient if sent by mail as above to the party named in the latest designating party, and the notice is considered given when the first attempt to give notice was properly made.

26. REGULATIONS - LESSEE shall not conduct, or allow to be conducted upon the Demised Premises, any dangerous or hazardous activities, or any activities considered to be a nuisance to the airport or its tenants and neighbors, and LESSEE agrees to abide by all applicable F.A.A. and U.S. Government rules and regulations, including, but not limited to the following:

A. The LESSEE for himself, his heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described herein for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted programs of the Department of Transportation and as said Regulations may be amended.

B. The LESSEE for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. No person on the grounds of race, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities; and

2. That in the construction of any improvements on, over or under such land and the furnishing or services thereon, no person on the grounds of race, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and

3. That the LESSEE shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination

in Federally Assisted programs of the Department of Transportation, and as said Regulations may be amended.

C. It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

D. LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided, that LESSEE may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

E. The LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the LESSEE in this regard.

F. The LESSOR reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the LESSEE, and without interference or hindrance.

G. The LESSOR reserves the right to take any action it considers necessary to protect aerial approaches of the airport against obstructions, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the LESSOR would limit the usefulness of the airport or constitute a hazard to aircraft.

H. During the time of war or national emergency the LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this Lease,

insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

I. It is understood and agreed that the rights granted by this Lease will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

J. There is hereby reserved to the LESSOR, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for passage of aircraft in the airspace above the surface of the Demised Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.

K. The Lease shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America, or any agency thereof relative to the operation, development, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

27. CURRENT AND FUTURE AIRPORT REGULATIONS - This Lease and all rights conferred thereby shall at all times be subject to current and future regulations governing any and all activities at the Hanford Municipal Airport to the same extent that such current and future regulations govern the activities of all persons using the facilities of the Hanford Municipal Airport and occupying structures thereon.

28. MODIFICATIONS - It is understood and agreed by and between the parties hereto that any alterations, modifications, or additions to the structural improvements, including landscaping and the paint colors, on the leasehold Demised Premises by the LESSEE can only be instituted

by first obtaining written approval of the LESSOR of the plans, locations and specifications of said structural changes. Alterations, modifications, or additions to the interiors of the improvements shall not be considered structural, provided LESSEE agrees to provide LESSOR one set of "as built" plans for said changes within 60 days of completion.

29. SIGNS - LESSEE agrees that no signs will be painted or erected on the subject Demised Premises unless such signage is first approved in writing by LESSOR and is also approved by the City of Hanford in its governmental capacity. All signage painted or erected on the subject Demised Premises or off-site signage for the benefit or use of LESSEE, shall be in compliance with the City of Hanford ordinance related to signs, zoning and building regulations.

30. AFFECT OF ILLEGALITY - The invalidity or illegality of any provision shall not affect the remainder of the Lease.

31. BINDING ON SUCCESSORS - Subject to the provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.

32. SURRENDER ON TERMINATION - At the expiration or earlier termination of the term, LESSEE shall surrender to LESSOR the possession of the Demised Premises. Surrender or removal of improvements, fixtures, and trade fixtures shall be as directed in above provisions of this Lease on ownership of improvements at termination. LESSEE shall leave the surrendered Demised Premises and any other property in good and broom-clean condition except as provided to the contrary in provisions of this Lease on maintenance and repair of improvements. All property that LESSEE is required to surrender shall become LESSOR's property at the

termination of the Lease. All property that LESSEE is not required to surrender but that LESSEE does abandon shall, at LESSOR's election, become LESSOR's property at termination. If LESSEE fails to surrender the Demised Premises at the expiration or sooner termination of this Lease, LESSEE shall defend and indemnify LESSOR from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from LESSEE's failure to surrender.

33. HOLDOVER - This Lease shall terminate without further notice at expiration of the Lease term. Any holding over by LESSEE after either expiration or termination shall not constitute a renewal or extension, or give LESSEE any rights in and to the Demised Premises, unless as provided in paragraph 2B above. If LESSEE, with LESSOR's consent, remains in possession of the Demised Premises after expiration or termination of the term or after the date in any notice given by LESSOR to LESSEE terminating this Lease, such possession by LESSEE shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party. During any such month-to-month tenancy, LESSEE shall continue to pay all rent required by this Lease. All other provisions of this Lease, except those pertaining to term, shall apply to the month-to-month tenancy.

34. TIME IS OF THE ESSENCE - Time is of the essence of each and all of the terms and provisions of this Lease and this Lease shall inure to the benefit of and be binding upon the parties hereto and any successors or LESSEE as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations and agreements in this Lease shall extend to and bind any assigns and sublessees of LESSEE.

35. ACCEPTANCE OF DEMISED PREMISES - By signing this Lease, LESSEE represents and warrants that LESSEE has independently inspected the Demised Premises and made all

tests, investigations and observations necessary to satisfy itself of the condition of the Demised Premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations and observations in making this Lease. LESSEE further acknowledges that the Demised Premises are in the condition called for by this Lease, and that LESSEE does not hold LESSOR responsible for any defects in the Demised Premises.

36. ENTIRE AGREEMENT - This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, counsel of his own advisors and the warranties, representations, and covenants if any, in the Lease itself. The failure or refusal of either party to inspect the Demised Premises or improvements, to read the Lease or other documents, or to obtain legal or other advise relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection or advise.

37. ABSTRACT OF LEASE - This is the final paragraph and abstract of the Lease dated June __, 2020, by and between the City of Hanford, LESSOR and _____, LESSEE, concerning the Demised Premises described in Exhibit "A" and "B", attached hereto and by this reference made a part hereof.

For good and adequate consideration, LESSOR leases the Demised Premises to LESSEE, and LESSEE hires from LESSOR, for the term and on the provisions contained in the Lease including, without limitation, provisions prohibiting assignment, subleasing, and encumbering said Lease without the express written consent of LESSOR in each instance, all as more specifically set forth in this abstract by this reference.

The term is _____ (____) years, beginning on the 1st day of _____, 2020 and ending on the ____ day of _____, 20___.

This abstract is not a complete summary of the Lease. Provisions in the abstract shall not be used in interpreting the Lease provisions. In the event of conflict between the abstract and other parts of the Lease, the parts contained within the Lease shall control. Execution hereof constitutes execution of the Lease itself.

38. VENUE

This contract is to be construed by the laws of the State of California with venue only in Kings County, or the United States District Court for the Eastern District of California located in Fresno, California.

_____, LESSEE

Dated: _____, 2020 by:_____

CITY OF HANFORD, LESSOR

Dated: _____, 2020 by:_____
Mario Cifuentez, City Manager

APPROVED AS TO FORM:

Dated: _____, 2020 by:_____
Ty Mizote, City Attorney

Dated: _____, 2020 by:_____
, Risk Management

EXHIBIT A

EXHIBIT B

FAA
Airports

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

a. Title 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]

f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]

g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]

s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. 874.1

v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 - Equal Employment Opportunity[1]

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 –Flood Plain Management

d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 - Environmental Justice

g. Executive Order 13788 - Buy American and Hire American

h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]

c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment

d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.

e. 14 CFR Part 150 - Airport noise compatibility planning.

f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.

g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]

i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

m. 49 CFR Part 20 - New restrictions on lobbying.

n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)

v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

      It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

      It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

    It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

    It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

    In carrying out planning projects:

    a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

    b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

    c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

    d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

    e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;

2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
   1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

    It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

    It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated , and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

    a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

    b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

    c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

    The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

    The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

    If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

1) Describes the requests;

2) Provides an explanation as to why the requests could not be accommodated; and

3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

AGENDA
STAFF REPORT

MEETING DATE: 11/17/2020	**AGENDA SECTION:** B

SUBJECT:
Finance: Adoption of Resolution No. 20-29, stating the City's intent on a General Fund balanced budget and emergency reserve policies

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RECOMMENDATION:
That the City Council, by motion, adopt Resolution No. 20-29, stating the City's intent on a General Fund balanced budget and emergency reserves policies.

BACKGROUND:
Financial Policies guide cities in maintaining fiscal discipline and assuring the fiscal stability of the government. At the Nov. 3, 2020 City Council meeting, a number of fiscal policies were discussed and Council gave direction to staff. Two of the policies had clear consensus and are being brought back for Council adoption: The General Fund Balanced Budget and Emergency Reserve Policies.
It should be noted that these policies are guide posts. There may be occasions, when after careful deliberation, the Council may need to be set-aside the policy for a specific reason. However, in most cases, the policies should be followed.

GENERAL FUND POLICIES

Balanced Budget

Goal: Have the City live within its fiscal means by requiring the City Manager to present to Council during each budget cycle a balanced budget.
Action Steps

- Require that the City Manager present to the City Council a balanced budget proposal defined as:

A balanced budget will be defined as total General Fund revenues and transfers in being equal to or more than total General Fund expenditures and transfers out less one-time capital expenditures and/or transfers out if supported by available fund balance.

Current Status

The City's FY 20/21 budget is not available for examination yet. However, in FY 19/20, the following condition existed in the General Fund:

Total Revenues:	$32,510,488
Total Expenditures:	$32,504,310
Less: One-time Transfers	$ (720,000)
(Over)/Under Balanced Budget	$ 726,178

I could not determine if the transfers were one-time or not. If they were, then the calculation as shown is correct. If the transfers are expected to be on-going, the budget is very close to balance. Over the long run, no government can sustain deficit spending unless creditors are willing to extend credit. Only national governments have been able to sustain extended deficit spending. For local governments, such an option does not exist. At the same time, if a government builds up resources to fund a specified project, then it may be appropriate in any given year to spend more than the fund's supporting revenues for that year.

It should be noted that this policy does not require that a budget be a single year or a two-year budget. For this next budget cycle, staff will present to Council a two-year budget which will be two (2) one-year budgets presented at the same time. Near the end of the first year, City Council will have an in-depth review of the budget to determine what, if anything, should be adjusted in the second year of the budget.

General Fund Emergency Reserves

Goal: To have sufficient unencumbered cash to be able to weather an economic challenge, allowing for an adjustment to the new fiscal realities.

Action Steps

The City needs to have sufficient reserves to be able to adjust to new fiscal realities when economic downturns occur and revenues suffer. Most cities strive to have between 10 to 25% of their expenditures or revenues set aside for such a contingency. The Governmental Finance Officers Association recommends that reserves by at least 10% of operating expenditures. However, the more volatile a government's revenues, the larger the reserve should be. Table I, General Fund Revenues, shows what the City's major General Fund revenues are.

Table I
General Fund Revenues

General Fund Major Revenues						
Amounts in Millions						
Revenue	Acct #		FY 18	FY 19	FY 20	FY 21 to date
CY Property Tax	400000		4.9	5.1	5.1	-
Property Tax VLF	400020		4.8	5.0	5.3	-
Sales Tax	412000		11.4	11.2	12.0	3.6
Franchise - Electric	413000		0.4	0.4	0.4	-
Franchise - Cable	413300		0.4	0.3	0.4	0.1
Transient Occupancy	416100		0.5	0.5	0.5	0.1
Construction Permits	14120000	421000	1.0	0.9	1.1	0.1
All Other			5.0	6.8	7.3	
Total Revenues			28.4	30.2	32.1	
			82.4%	77.5%	77.3%	
	Property & Sales Tax		21.1	21.3	22.4	
			74%	71%	70%	

The top three revenues, Sales Tax, Current Year Property Tax and Property Tax from the Vehicle License Fee, represent approximately 70% of the General Fund. Property tax is very stable but also tends to grow slowly. Sales tax may grow quicker but can be more volatile.

Current Status

Given this background the City's emergency reserves should probably be more than the minimum. Given that Hanford's revenue may be less volatile, a 15% of revenues emergency reserve may be sufficient. For the FY 19/20 budget, total revenues were $32.1 million, implying a need for $4.8 million. The City's emergency reserve currently stands at $5.0 million or 15.6% of revenues.

ALTERNATIVES:

The City Council may modify these policies as they deem appropriate. For example, the emergency reserve could be more or less. However, the policy also notes that there may be instances in which the Council, after appropriate deliberation, may deem it expedient to set-aside the policy for specific reasons.

FISCAL IMPACT:

Good policy development will assist the City in clearly identifying what need to be done so that the essential items can be handled, freeing the Council to how best to develop the City after essential actions and functions are take care of.

ATTACHMENTS:

Res 20-29

RESOLUTION No. 20-29

A RESOLUTION OF THE CITY COUNCILOF THE CITY OF HANFORD ADOPTING A GENERAL FUND BALANCED BUDGET AND EMERGENCY RESERVE BUDGET POLICY

WHEREAS, the City Council of Hanford is responsible for the wise management of the fiscal resources given to the City of Hanford; and,

WHEREAS, fiscal policies are designed to assure the fiscal stability of the City; and,

WHEREAS, the City Council has considered its long-term practices of this and prior Councils that have led to Hanford fiscal stability and success; and,

WHEREAS, it is the desire of the City Council to clearly state the City's policies in managing its fiscal resources; and,

WHEREAS, the City Council recognizes that other communities that have strayed from certain financial principles have seen public services and assets needlessly decline and decay;

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

- SECTION 1. Require that the City Manager present to the City Council a balanced budget proposal with each budget cycle defined as:

  A balanced budget will be defined as total General Fund revenues and transfers-in being equal to or more than total General Fund expenditures and transfers-out less one-time capital expenditures and/or transfers out if supported by available fund balance.

- SECTION 2. Unless authorized by City Council, the budget shall maintain a minimum of 15% of General Fund revenues as an emergency reserve for unforeseen fiscal emergencies.

- SECTION 3. At times, after careful deliberation, the Council may set-aside either or these policies and shall state why the policy is being set-aside.

PASSED and ADOPTED by the City Council of the City of Hanford at a regular meeting duly held on this 17th day of November, 2020 by the following vote:

AYES: _____

NOES:_____

ABSENT: _____

ABSTAIN: _____

_____

John Draxler
MAYOR of the City of Hanford

ATTEST:

_____
Natalie Ortega
City Clerk

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

I, Natalie Ortega, City Clerk of the City of Hanford, do hereby certify the forgoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 17th day of November, 2020.

Date: _____

_____

Natalie Ortega
City Clerk

AGENDA
STAFF REPORT

MEETING DATE: 11/17/2020	**AGENDA SECTION:** C

SUBJECT:
Police: Introduction of Ordinance No. 20-14. replacing Section 8.24 of the City's Municipal code, in its entirety, thereby adopting the new Shopping Cart Regulations.

RECOMMENDATION:
That the City Council, by motion, Introduce Ordinance No. 20-14, Repeal Section 8.24 of the Hanford Municipal Code in its entirety and introduce and adopt Municipal Code Section 8.24 of Title 8 (Shopping Cart Regulations). This new code will allow for an improved method of collection of abandoned and removed shopping carts in the City of Hanford..

BACKGROUND:
Lost, Stolen and abandoned shopping carts have been a constant complaint in the City of Hanford. These carts create traffic hazards, blight, are difficult to clean up and can be a health and safety issue for our community.
The current ordinance that we have coupled with the regulations outlined by the state. Make it difficult for the Hanford Police Department to enforce carts removed off of the premises of a business. It would take a full-time person only doing the job of cart retrieval, notification, citation and cart collection to make our current guidelines workable. Since August of 2020 the Hanford Police Department's Community Enhancement Officer has collected 964 shopping carts representing 29 businesses in our city. These carts are often damaged, full of trash and in difficult to reach places.

Due to the difficulty in the retrieving, storing, identifying, notifying and returning the carts. The Hanford Police Department has had to focus solely on retrieving and returning of the carts. We believe that this new ordinance will help us to fully enforce the municipal code with our current employees. The new shopping cart regulations will do the following.
8.24.020 - Establishes definitions related to the section.
8.24.030 - Establishes that all businesses will have prevention plan, such as;
Employee training
proactive measures

Mandatory shopping cart retrieval in a timely manner
Community outreach measures
Shopping Cart identification

The business may be exempt from this plan if they choose to contract with qualified cart retrieval company or the Hanford Police Department for retrieval services.
8.24.040 - Requires all carts to be identifiable.
8.24.050 - Requires all carts removed off premise to receive written authorization from store limited to 12 hours.
8.24.060 - Governs the retrieval, impounding and disposal of collected carts.
8.24.070 - Sets forth the issuance of citations for the violation of this chapter.
8.24.080 - Appeal of citation process

We believe that this new ordinance will assistance us in the enforcement of this problem. Some unique language in this ordinance will allow the City to partner with the stores in the collection of their carts.

The Hanford Police Department provided notification to approximately 30 businesses of this ordinance. They were provided the ordinance and a meeting date should they wish to discuss it. Three business chose to show up to the meeting. No business that attended the meeting shared a single concern regarding this ordinance.

Should Council approve this ordinance, we would again visit the affected businesses and work with them to accomplish one of three tasks.
1. Submission for approval of an Abandoned Cart Prevention Plan (ACPP) or
2. Proof of contract with a qualified company that provides retrieval services or
3. Proof of contract with the City of Hanford for retrieval services. The price for retrieval services will be brought to council in a future resolution.

Once this is accomplished we believe we should begin to see a reduction of carts in the City and have an enhanced ability to remove or dispose of them.

FISCAL IMPACT:
Potential revenue of $5000.00 to $10,000.00.

ATTACHMENTS:
Ord No 20-14 Shopping Carts Final

ORDINANCE No. 20-14

AN ORDINANCE ADDING CHAPTER 8.24 TO TITLE 8 OF THE HANFORD MUNICIPAL CODE TO ESTABLISH STANDARDS AND REGULATIONS FOR SHOPPING CARTS

The City Council of the City of Hanford does ordain as follows:

Section 1. Chapter 8.24 of Title 8 of the Hanford Municipal Code is deleted in its entire and restated as follows:

CHAPTER 8.24

SHOPPING CARTS REGULATIONS

8.24.010 Findings and purpose.

8.24.020 Definitions.

8.24.030 Abandoned cart prevention plan (ACPP).

8.24.040 Cart identification signs.

8.24.050 Permission for cart removal from business premises required and unauthorized possession prohibited.

8.24.060 Impound and disposal of carts; enforcement; and remedies.

8.24.070 Administrative Citations.

8.24.080 Appeals.

8.24.010 Findings and purpose.

The City Council finds that abandoned shopping carts on public and private property create conditions that reduce property values, promote blight and deterioration, and result in a public nuisance. This chapter is intended to ensure that measures are taken to prevent the removal of the shopping carts from the owner's premises and to facilitate the retrieval of abandoned shopping carts in a manner consistent with state law.

8.24.020 Definitions.

The following definitions apply for the purposes of this chapter:

"Abandoned cart" shall mean any cart that has been removed, without the written consent of the owner, from the owner's business premises or parking area of the retail establishment on which the cart owner's business premises are located and is located on either public or private property.

"Business premises" means the interior of a cart owner's commercial establishment, adjacent walkways, any loading area, and the parking area, as defined herein. The owner's business premises may include a multi-store shopping center with shared areas of parking and public access.

"Cart identification sign" means a sign or engraved surface which is permanently affixed to a shopping cart containing all of the information specified in Section 8.70.040.

"Cart owner" or “owner” means the owner or operator of a commercial establishment which provides carts for use by its customers for the purpose of transporting goods of any kind.

"Cart retrieval service" means a third party commercial service in the business of retrieving and returning shopping carts.

“Director” shall mean the City of Hanford Community Development Department Director, the Chief of Police, or their respective designees.

"Enforcement Officer" means any officer or employee of the city designated with the authority to enforce the applicable provisions of the City of Hanford Municipal Code.

"Individual cart identification number" means a number unique to each cart owned or provided by a cart owner.

"On-site cart containment program" means one or more of the following measures:

1. Physical containment system.

2. An on-site security guard to deter individuals who attempt to remove carts from the business premises.

3. Bollards and chains around the business premises to prevent cart removal, if permitted by the applicable zoning and the site plan, and if approved by the fire marshal.

4. Obtaining a security deposit from customers for the on-site use of shopping carts.

5. The rental or sale of carts that can be temporarily or permanently used for the transport of goods.

6. Any other measure approved by the director as a means to contain carts on the premises.

"Parking area" means a parking lot or other property provided by a commercial establishment for use by a customer for parking an automobile or other vehicle. In a multi-store complex or shopping center, "parking area" includes the entire parking area used by or controlled by the complex or center.

"Physical containment system" means one of the following, as approved by the director:

1. Disabling devices on all shopping carts which prevent them from being removed from the business premises by locking the wheels or otherwise preventing the movement of the carts.

2. Any other system of equipment approved by the director, which physically contains shopping carts on the premises.

"Shopping cart" or "cart" means a basket which is mounted on wheels or a similar device provided by the operator of a commercial establishment for the use by customers for the purpose of transporting goods of any kind. A cart sold by a commercial establishment to a retail customer for that customer's personal use is not a shopping cart for the purposes of this chapter.

8.24.030 Abandoned cart prevention plan (ACPP).

A. Owners of all businesses that provide shopping carts for customer use shall develop, implement and comply with the terms and conditions of an abandoned cart prevention plan or "ACPP," as defined in this chapter, to prevent the unauthorized removal by any person of any shopping cart from the owner's premises and, if illegally removed, to proactively retrieve their shopping carts in a timely manner. The ACPP shall be submitted to the director within sixty (60) calendar days of written notification by the director that such plan is required. The City Council, by resolution, will establish fees for the processing of ACPP applications and administration of ACPPs. A new owner of a business is required to submit an application to the director with either a new plan, or adoption of the approved plan submitted by the previous owner.

B. An ACPP shall include the following elements:

1. Name of Business/Owner. The name of the owner and the business name, the physical address where the business is conducted, the name, address and phone number(s) of the on-site responsible party and current e-mail address and facsimile number.

2. Community Outreach. A description of a community outreach process under which the owner shall cause notice to be provided to customers that the removal of shopping carts from the premises is prohibited and is a violation of state and local law. This notice may include, but is not limited to, flyers distributed at the premises, warnings on shopping bags, signs posted in prominent places near door and parking lot exits, direct mail, announcements using intercom systems at the premises, web site or other means demonstrated to be effective to the reasonable satisfaction of the director. Any and all posting of signs shall comply with the provisions of the City of Hanford Municipal Code.

3. Shopping Cart Identification. Signs and shopping cart identification information which conform to this ordinance and California Business and Professions Code Section 22435.1, as may be amended.

4. Loss Prevention Measures. A description of the on-site cart containment program that the shopping cart owner will utilize. A cart owner may, however, be exempted from this requirement if he/she/it provides proof of one of the following:

a. Proof of contracting with a qualified cart retrieval service and submits information to the director which demonstrates to the satisfaction of the director that the qualified cart retrieval service will: (i) actively locate shopping carts within the city limits of Hanford five (5) days per week, eight (8) hours per day; and (ii) respond to complaints from the public in a manner which results in the retrieval of shopping carts within forty-eight (48) hours after receiving complaint(s);

b. Proof of contracting with the City of Hanford Police Department for cart retrieval services provided by the city's Community Enhancement Officer at a rate designated by resolution of the City Council; or

c. Signed contract with the city agreeing to allow the city's immediate disposal of any cart recovered away from the cart owner's premises or parking area.

5. Employee Training. A description of an ongoing employee training program that shall be implemented by the owner and that shall be designed to educate new and existing employees on the ACPP and conditions contained therein no less frequently than annually.

6. Proactive Efforts to Locate Abandoned Shopping Carts. A description of the efforts that the owner shall implement to locate shopping carts that have been illegally removed from the owner's premises and parking area.

7. Mandatory Shopping Cart Retrieval. A plan for retrieval of abandoned shopping carts by the owner within three (3) business days of being notified by the city of an abandoned shopping cart's location.

C. Any owner who offers shopping carts to customers without an approved ACPP or who fails to submit a plan, implement an approved plan, or implement any required modifications to the plan as required by the director, within the time frames as specified in this chapter or by the director, shall incur a penalty of fifty dollars ($50.00) for each day of noncompliance.

D. Unless an owner is exempt in accordance with Section 8.24.030.B.4, an ACPP shall be deemed ineffective and the cart owner will be deemed in violation of this chapter if a cart owner has three (3) or more unauthorized cart removal occurrences, as defined in Section 8.24.060.F. during a twelve (12) month period.

E. The director may revoke an existing plan if:

1. The cart owner violates this chapter and fails to cure the violation within thirty (30) calendar days of the city notifying the owner in writing of the violation; or

2. The owner has knowingly made a false statement or fails to disclose relevant information in an application, or an amendment to a plan submitted to the city.

F. If a cart owner's ACPP is revoked, the owner may not offer the use of shopping carts to its customers. A cart owner whose ACPP is revoked must submit a new ACPP to the director for review and approval pursuant to this Section 8.24.030 and pay all applicable fees and fines if the owner intends to resume offering shopping carts for use by its customers.

8.24.040 Cart identification signs.

A. Pursuant to California Business and Professions Code Section 22435.2, the owner of a business providing twenty (20) or more shopping carts shall have a sign permanently affixed to each cart. A business owner providing fewer than twenty (20) shopping carts may affix a sign to each cart. The sign shall include all of the following information:

1. The identity of the owner or business, or both;

2. A valid telephone number and address for returning the shopping cart;

3. Notice to the public that the unauthorized removal of the cart from the premises of the business establishment, or the unauthorized possession of the shopping cart, is a violation of state laws and a violation of city ordinance; and

4. Notification of the procedure for authorized removal of the shopping cart from the premises.

B. It shall be the responsibility of each cart owner to comply with this section, and to continuously maintain, or cause to be maintained all signs so that all of the required information is accurate and clearly legible. Upon notification from the director that an owner's carts are not in compliance, the owner shall have seven (7) calendar days from the date of such notice to comply; provided however, cart owners who do not comply with the signage requirement on the date that this Section 8.24.040 becomes effective shall have sixty (60) calendar days from the date of the director's written compliance notice to comply. A business owner that fails to comply within such period will be prohibited from offering the use of shopping carts to its customers, and will be subject to a fine of fifty dollars ($50.00) for each day of non-compliance.

8.24.050 Permission for cart removal from business premises required and unauthorized possession prohibited.

A. No person shall be deemed to be authorized to remove a cart from the business premises unless he/she/it possesses written authorization from the cart owner. Removal authorization shall be valid for a period not to exceed twelve (12) hours. The authorization shall include: the date and time of removal, the name, address, and phone number of the store where the cart was removed, as well as the name, title and signature of the person authorizing the removal. This section shall not apply to the possession of a shopping cart removed from the business premises at the direction of the cart owner for the purposes of repair, maintenance, or when persons have taken possession of the cart in order to return it to the cart owner.

B. It shall be unlawful for a person to possess a shopping cart with a cart identification sign on sidewalks, streets, trails, other public property, or on private property, without written authorization from the cart owner, unless the person has the express permission of the cart owner pursuant to Section 8.24.050.A. above, has the express permission of the cart owner to repair or maintain the cart, is in the process of returning an empty cart to the cart owner, or is moving the cart so it can be picked up by a cart retrieval service.

8.24.060 Impound and disposal of carts; enforcement; and remedies.

A. **Carts with Required Signage.** Pursuant to California Business and Professions Code Section 22435.7, the city may impound any abandoned shopping cart when the shopping cart has a sign affixed as required by Section 8.24.040 above.

1. Any owner that fails to retrieve its abandoned cart(s) within three (3) business days after receiving the impoundment notice from the city shall pay the city's administrative costs for

impounding the cart(s), including, without limitation, costs for retrieving the cart(s) and providing the notification to the owner.

2. Furthermore, the city shall fine a cart owner fifty dollars ($50.00) for each impound occurrence in excess of three (3) during a specified six (6) month period. An occurrence includes all carts owned by the owner that are impounded by the city during a one (1) day period.

B. **Carts without Required Signage.**

1. Except as otherwise provided herein, an abandoned shopping cart that lacks the identification signage required by Section 8.24.040 above shall be immediately subject to: (i) impoundment by the city; (ii) a fifty dollar ($50.00) fine; and (iii) an assessment comprised of all costs incurred by the city to impound the cart, including, without limitation, costs for taking possession of the cart(s) and providing the notification to the owner. The city will notify the owner of a cart in writing of the cart's impounded if the owner can be identified.

2. If an abandoned cart's required identification signage is illegally removed by a party other than the cart's owner and the owner can be identified, the provisions of subsection A. above shall not apply to an abandoned cart found by the city.

C. **Retrieval of Impounded Carts**.

1. Impounded carts will be held at locations that are reasonably convenient for owner retrieval. Owners may check for lost carts or arrange for retrieval of impounded carts five (5) days a week (Monday-Friday, excluding holidays) between the hours of 8:00 a.m. through 3:00 p.m. by contacting the Hanford Police Department, community enhancement officer.

2. An impounded cart may be retrieved by the cart's owner upon payment of applicable fees and fines.

D. **Disposal of Impounded Carts**.

1. If an impounded cart is not retrieved by its owner within thirty (30) calendar days after the owner was given written notice that a cart will be or has been impounded, the cart will be sold, destroyed or otherwise disposed of as the city sees fit.

2. If an impounded cart's owner cannot be determined, the cart will be sold, destroyed, or otherwise disposed of within thirty (30) calendar days after the city takes possession of a cart.

E. The city may take possession of and immediately dispose of any abandoned shopping carts that are severely damaged.

F. If a cart owner has three (3) or more unauthorized cart removal occurrences during a twelve (12) month period, the director may require the owner to modify its approved ACPP to address its lack of effectiveness. Required modification of an ACPP may include, without limitation, installation of a physical containment system and/or contracting with an approved cart retrieval service. For purposes of this subsection F., an occurrence includes all abandoned carts owned by the owner that are found by

the city during a one (1) day period and which have been removed from the owner's premises or parking area without authorization.

G. When the director finds that a cart owner is in violation of any provision of this chapter, the city may petition the Superior Court of Kings County, California, through the city's attorney, for the issuance of a temporary restraining order, temporary injunction, and/or permanent injunction, as appropriate, which restrains or compels the specific performance of any requirement imposed by this chapter. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action by the city.

H. Notices. Except as otherwise provided herein, all notices and citations given under this section shall be served by personal delivery thereof to the person or entity to be notified or by deposit in the United States Mail, certified mail with return receipt requested, addressed to such person to be notified at his/her/its last-known address as the same appears in the public records or other records pertaining to the matter to which such notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the mail. In addition to personal delivery and transmittal via United States Mail, impound notices may be given by electronic mail or by facsimile transmission; such notices shall be deemed to have been given on the date of transmission.

Section 8.24.070 Administrative Citations.

A. Issuance of Citation.

1. Whenever a city enforcement officer determines that a violation of a provision of this chapter has occurred, the officer will issue an administrative citation to any person or entity responsible for the violation.

2. Each administrative citation shall contain the following information:

a. The date of the violation or, if the date of the violation is unknown, then the date the violation is identified;

b. The address or a description of the location where the violation occurred;

c. The section of this code violated and a description of the violation;

d. The amount of the fine for the violation;

e. A description of the fine payment process, including a description of the time within which and the place to which the fine shall be paid;

f. An order prohibiting the continuation or repeated occurrence of the code violation described in the administrative citation;

g. A description of the administrative citation review process, including the time within which the administrative citation may be contested and the place from which a request for hearing form to contest the administrative citation may be obtained; and

h. The name and signature of the individual issuing the citation.

B. Amount of Fines.

1. The amounts of the fines for code violations imposed pursuant to this section are identified in this chapter, and additional fines may be set forth in a schedule established by resolution of the City Council.

2. The schedule of fines shall specify any increased fines for repeat violations of the same code provision by the same person or entity.

C. Payment of Fines.

1. Fines shall be paid to the city within thirty (30) calendar days from the date of the administrative citation.

2. Any administrative citation fine paid shall be refunded if it is determined, after an appeal hearing, that a person or entity charged in the administrative citation was not responsible for the violation or that there was no violation as charged in the citation.

3. Payment of a fine under this chapter shall not excuse, discharge, or permit any continuation or repeated occurrence of the code violation that is the subject of the administrative citation.

4. Fines not paid within the time period specified in subsection 1. above shall be assessed a fee of ten percent (10%) of the unpaid balance, and interest shall accrue thereafter at a rate of one and one-half percent (1.5%) per month on the unpaid amount; provided however, the additional penalty and/or interest shall not apply if collection of the same by the city would violate State law.

8.24.080 Appeals.

A. A cart owner may appeal a notice of violation or citation issued by the city, any determination of the city made under this chapter, or any fee and/or fine levied by the city under this chapter. Appeals shall occur in accordance with the following provisions:

1. An appealing party must, except as otherwise provided herein, submit the following items to the Chief of Police within fifteen (15) calendar days of the date of the party's receipt of a notice of violation, citation, written determination, or a notice identifying a fee and/or fine payable by the party: (i) a written notice of appeal; and (ii) an appeal fee, which fee will be established by the city council; and (iii) the amount of the fee and/or fine being appealed, if applicable. The failure to submit these items during such time period shall result in a waiver of appeal rights and shall constitute a failure to exhaust administrative remedies. The notice of appeal shall set forth in detail all facts and include evidence supporting the party's appeal.

2. Notwithstanding the provisions of subsection 1. above, a party who is financially unable to deposit the amount of the disputed fee and/or fine or who is unable to pay the appeal fee may file a request for a waiver of all or a portion of the required deposit and appeal fee. A waiver request must be submitted to the Chief of Police with the party's notice of appeal, along with a sworn declaration and other supporting documents and materials showing the customer's actual financial inability to pay the appeal deposit and/or appeal fee. The appealing party bears the burden of demonstrating to the satisfaction of the Chief of Police the party's actual inability to deposit the disputed fee and/or fine or pay the appeal fee. If the Chief of Police determines that a waiver is warranted, the deposit and appeal fee will be waived or partially waived. If the Chief of Police finds that a waiver is not warranted, the appealing party must, within three (3) business days of the party's receipt of the Chief of Police's written decision, deposit the amount of the disputed fee and/or fine and pay the appeal fee for the party's appeal to be processed.

3. Upon the Chief of Police's receipt of a notice of appeal, deposit of the amount of the disputed fee and/or fine, if applicable, and appeal fee (or the Chief of Police's determination to waive the deposit and/or fee), he/she/it shall set the matter for hearing before the hearing officer or hearing body designated by the city council. The hearing officer or hearing body shall hold a hearing on the party's appeal on the date specified by the Chief of Police and shall receive testimony and evidence presented by the appealing party and the city. After the hearing, the hearing officer or hearing body may uphold or adjust the findings or requirements being appealed and/or the appealed fee and fine, as applicable. The hearing officer or hearing body shall cause to be issued a written determination on the party's appeal within fifteen (15) calendar days of the date of appeal hearing. An aggrieved party may seek judicial review of the hearing officer's or hearing body's decision on the party's appeal by filing a complaint with the Superior Court of Kings County, California during the period identified by California Code of Civil Procedure Section 1094.6.

Section 2: Except as otherwise provided herein, this Ordinance shall take effect thirty (30) days after its adoption, and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage or a summary of this ordinance shall be published in the Hanford Sentinel in a manner consistent with the requirements of the California Government Code.

THEREFORE, BE IT FURTHER RESOLVED, that based on the above and incorporated findings, the City Council approves Ordinance 20-___.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 202__ by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

_____

_____

MAYOR of the City of Hanford

Attest:

_____

NATALIE ORTEGA
CITY CLERK

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

I, Natalie Ortega, City Clerk of the City of Hanford, do hereby certify the foregoing Ordinance was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the _____ day of _____, 202__.

Date: _____ _____

City Clerk

AGENDA
STAFF REPORT

MEETING DATE: 11/17/2020	**AGENDA SECTION:** A

SUBJECT:
Council Future Agenda Items

FISCAL IMPACT:

ATTACHMENTS:
Council Future Agenda Items

Council Future Agenda Items				
Originated Date	**Item**	**Originator**	**Staff Lead**	**Date Estimate**
6/5/18	Comprehensive Study of downtown businesses, including crosswalks. Study to change 7th Street one-way going WEST and 6th Street going EAST to increase angled parking.	Council Consensus	John Doyel	12/1/20 Awaiting Draft Document
5/22/19	Abandoned shopping cart ordinance	Brieno	Parker Sever, Karl Anderson	11/17/20
6/18/20	Discussion of Courthouse improvements, funding sources, and potential revenue	Council Consensus	Various Staff	12/3/20 Special Mtg
9/3/20	Proposed Rates & Fees adjustments	City Manager	Various Staff	Mid-Year Budget review Jan 2021
9/3/20	Revised Business License Ordinance	Finance	Various Staff	12/1/20
9/9/20	Revised Refuse Ordinance	Public Works	Jim Ross	2/9/21
10/02/20	Introduction Hemp Ordinance	Council Consensus	Parker Sever	12/1/20
10/14/20	Discussion of City of Hanford Finance Policies	Finance	Eric Frost	Nov/Dec meetings