

The City of Hanford
CALIFORNIA



City Council Meeting Agenda

March 16, 2021
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 also be lived streamed on the City's website: <http://livestream.hanford.city/>

5:00 P.M. CALL TO ORDER STUDY AND CLOSED SESSION:

ROLL CALL:

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. Overview of the Water Utility Operation for the City of Hanford
- B. Discussion of Pay for Parking options in the Downtown and Direction from Council on issue

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. CONFERENCE WITH LEGAL COUNSEL-REAL PROPERTY NEGOTIATIONS (gc 54956.8)
Property: 426 W. Lacey Blvd
Agency Negotiators: Mario Cifuentez, Ty Mizote, Brad Albert
Negotiating Agency: Dirk Holkeboer

B. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION - (gc 54956.9(d)(1))

Helena Chemical v. City of Hanford

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Angie Stratford

FLAG SALUTE:

CLOSED SESSION ACTION REPORT:

RECOGNITIONS/PROCLAMATIONS:

A. National Day of Prayer Proclamation

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 ordinances and approval and adoption of same by reading title the only.
- B. Police: Authorization to purchase a new vehicle (truck) and required upfitting for the recently approved Parks Resource Officer, at a cost of \$62,408.67, to be funded out of the existing operational budget for Parks and Community Services.
- C. Public Works: Approval of Final Map and Subdivision Agreement for Tract No. 929, Woodside Homes Subdivision (13th Avenue & Devon Street)
- D. Public Works: Approval of the Final Map and Subdivision Agreement for Tract No. 927 Lennar Homes, and acceptance of all easements and dedications offered for public use and adoption of Resolution 21-09-R annexing additional properties within Assessment District No. 15-01 (District Restructure No. 15-01-C) (NEC Grangeville Blvd and 13th Avenue)

- E. Finance: Quarterly Report and Monthly Investment Transaction Report

PUBLIC HEARINGS:

- A. Public Works: Adoption of Resolution No. 21-10-R Initiation of Landscape Assessment District Proceedings and 21-11-R Intention to Levy Assessments and Confirmation of Engineer's Report for Landscape Assessment District 21-01 located at southeast corner of Centennial Drive and W. Sangiovese Street, and set May 4, 2021 as the Public Hearing date.

GENERAL BUSINESS:

- A. Community Development/Public Works: Award of Contract to VPRA Technologies, Inc. for \$36,457 for the preparation of a VMT Analysis of the General Plan Implementation, development of a streamlining process for tiering off of the General Plan EIR, and development of Guidelines for addressing project-specific VMT analysis. Location: Citywide.
- B. Public Works: Approval of a Notice of Completion for the Eastside Sanitary Sewer Trunk Main Project at a total construction cost of \$9,847,534.09, and authorization for the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.
- C. Administration: Accept the Summary Report from Outlier Services, LLC, regarding the City Council's Goals & Objectives and adoption of Resolution 21-08-R, thereby Adopting Professional Governance Standards for the City Council.

COUNCIL FUTURE AGENDA ITEMS:

- A. Council Future Agenda Items

Upcoming Dates

April 3, 6, 13, 20, & 27 Food Truck Take Over on Court Street in Civic Park, every Tuesday afternoon & first Saturday night
April 6: City Council Meeting
April 9: Arbor Day Celebration – Civic Park 11:00 am
April 20: 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: 3/16/2021	AGENDA SECTION: B
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SUBJECT:

Police: Authorization to purchase a new vehicle (truck) and required upfitting for the recently approved Parks Resource Officer, at a cost of \$62,408.67, to be funded out of the existing operational budget for Parks and Community Services.

RECOMMENDATION:

That City Council approve by motion, approve the purchase of a new Dodge Ram Crew Cab SSV truck and equipment in the amount of \$62,408.67.

BACKGROUND:

On February 2, 2021, Council approved the creation of the Parks Resource Officer assignment within the Hanford Police Department. As part of that proposal, it was agreed that the position would be funded 50% by the Police Department and 50% by the Parks and Community Services Department through the elimination of the one of the allocated Parks Maintenance worker positions.

At the time that the concept of the Park Ranger was proposed, staff envisioned re-purposing one of the existing park maintenance trucks to use as a vehicle for the Ranger position. Once it was decided that the position could be much more effective as a sworn position, it was determined that the current truck would no longer meet the needs of the position. Given that the Parks Resource Officer will have arresting authority, they will need a vehicle that is pursuit rated and can haul individuals. While the HARD division currently drives Ford F150's, Dodge now makes a Special Service Vehicle that meets the requirements for this duty and is less expensive utilizing the state contract pricing. Currently there are only two Police Trucks assigned to the HART fleet and there are 2 officers assigned to HART. With an additional officer being assigned to the Parks Resource Officer Position, the need has arisen to add to that fleet.

The cost per vehicle and associated equipment is;

Vehicle: Dodge Ram Crew Cab SSV: \$36,925.33. State contract Pricing

Mobile Data unit: \$5,201.71. Datalux

Cradlepoint receiver system: \$1281.63 CDW-G

Lights, Sirens, Radio, Cage, Wiring: \$19,000. Cooks Communications

Total cost per vehicle of \$62,408.67

This vehicle will be specially marked for the Park Resource Officer. It will clearly identify it as a Hanford Police Department vehicle assigned to the Park Resource Officer.

We initially looked at an existing vehicle, but determined a new one was in our best interests for the following reasons.

1. The existing vehicle is older and spending \$25,000.00 on outfitting an older vehicle did not seem to be in the cities best interest.
2. The existing vehicle is a single cab, which limits its ability to carry passengers or prisoners.
3. If the Park Resource Officer position is ever eliminated this vehicle could easily rotate into the police department.
4. The new vehicle will have much more storage in both the vehicle and bed to provide services to people utilizing the parks. Example: tools, extension cord, pamphlets or other paraphernalia.

The police officer vehicles for patrol are purchased through a state contract, which provides for discounted pricing. They also come prepared for police service. For these reasons this is a sole source purchase for these vehicles. Some non-pursuit vehicles purchased for the police department are sourced locally through competitive bidding.

FISCAL IMPACT:

The cost of this vehicle and the upfitting will be offset by a reduction in the funding currently budgeted in the Parks and Community Services Budget. Due to the lack of programs in that department because of COVID, the budget has sufficient overall funding to absorb the cost of this vehicle and a Journal Entry will be completed to transfer the funds to the appropriate object code.

ATTACHMENTS:

Ram SSV quote

Datalux_Quotation for Hanford (Tracer)_2021-2-18-18



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

March 4, 2021

Lt. James Lutz
 City of Hanford Police Dept.
 425 N Irwin
 Hanford, CA 93230

Delivery Via Email

Dear Lt. Lutz,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Hanford, new/unused 2021 Ram Crew Cab SSV 4WD V-8 responding to your requirement with the attached specifications for \$31,837.00 plus Paint, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	One Unit MSRP	One Unit	Total Savings	Total Savings
2021 Ram Crew Cab SSV 4WD	46,980.00	31,837.00	32.23%	15,143.00
Black and White Paint		1,050.00		
Left and Right Spot Lamps		1,190.00		
Sub Total		34,077.00		
Sales Tax		2,470.58		
Transportation		369.00		
Tire Tax		8.75		
Total		36,925.33		

Terms are net 30 days.

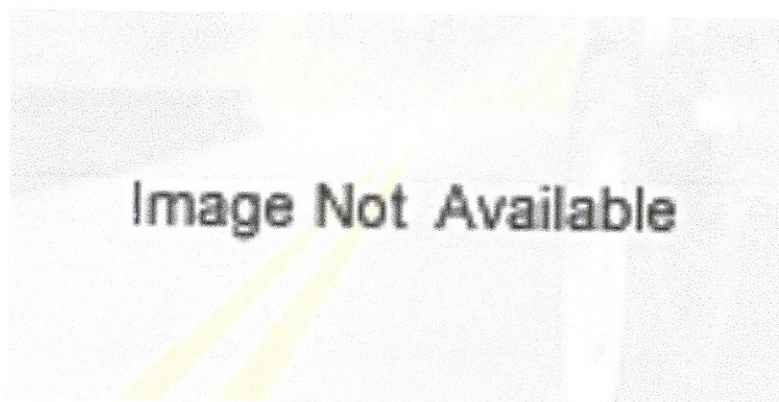
Delivery 90-120 days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
 National Law Enforcement Sales Manager
 National Auto Fleet Group
 Wondries Fleet Group
 626-457-5590 O / 714-264-1867 C / 626-380-1174 F / Buzzard5150@gmail.com



Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6T98) SSV 4x4 Crew Cab 5'7" Box



Attachment: Ram SSV quote (PD: Parks Resource Officer Vehicle)

Wondries Fleet Group / National Auto Fleet Group**Prepared By:**

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

Attachment: Ram SSV quote (PD: Parks Resource Officer Vehicle)

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 13207, Data updated Mar 3, 2021 10:24:00 PM PST

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6T98) SSV 4x4 Crew Cab 5'7" Box ( Complete)

Price Summary

PRICE SUMMARY

Base Price

Total Options

Vehicle Subtotal

Destination Charge

Grand Total

Attachment: Ram SSV quote (PD: Parks Resource Officer Vehicle)

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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6T98) SSV 4x4 Crew Cab 5'7" Box (✔ Complete)

Selected Model and Options
MODEL

CODE	MODEL
DS6T98	2021 Ram 1500 Classic SSV 4x4 Crew Cab 5'7" Box

COLORS

CODE	DESCRIPTION
PXJ	Diamond Black Crystal Pearlcoat

ENGINE

CODE	DESCRIPTION
EZH	Engine: 5.7L V8 HEMI MDS VVT (STD)

TRANSMISSION

CODE	DESCRIPTION
DFK	Transmission: 8-Speed Automatic (8HP70) (STD)

CPOS PKG

CODE	DESCRIPTION
26D	Quick Order Package 26D -inc: Engine: 5.7L V8 HEMI MDS VVT, Transmission: 8-Speed Automatic (8HP70)

AXLE RATIO

CODE	DESCRIPTION
DMC	3.21 Rear Axle Ratio (STD)

WHEELS

CODE	DESCRIPTION
WFE	Wheels: 17" x 7" Aluminum

TIRES

CODE	DESCRIPTION
TTB	Tires: LT265/70R17E BSW A/T -inc: GVWR: 6,800 lbs

PRIMARY PAINT

CODE	DESCRIPTION
PXJ	Diamond Black Crystal Pearlcoat

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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6T98) SSV 4x4 Crew Cab 5'7" Box (✔ Complete)

SEAT TYPE

CODE	DESCRIPTION
D7X8	Diesel Gray/Black, Cloth Front Bench/Vinyl Rear Seats -inc: Front Armrest w/3 Cupholders, Front Center Seat Cushion Storage, 40/20/40 Split Bench Seat

GVWR

CODE	DESCRIPTION
Z6D	GVWR: 6,800 lbs

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
AED	Chrome Appearance Group -inc: Bright Rear Bumper, Bright Grille, Wheels: 17" x 7" Aluminum, Bright Front Bumper
ADB	Protection Group -inc: Transfer Case Skid Plate Shield, Front Suspension Skid Plate, Tow Hooks

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
DSA	Anti-Spin Differential Rear Axle

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
MDA	Front License Plate Bracket

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
XB9	RamBox Cargo Management System -inc: 4 Adjustable Cargo Tie-Down Hooks, LED Bed Lighting, Bed Cargo Divider/Extender
XAP	Power Adjustable Pedals

Options Total

Attachment: Ram SSV quote (PD: Parks Resource Officer Vehicle)

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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6T98) SSV 4x4 Crew Cab 5'7" Box (✔ Complete)

Standard Equipment

Mechanical

Engine: 5.7L V8 HEMI MDS VVT (STD)
 Transmission: 8-Speed Automatic (8HP70) (STD)
 3.21 Rear Axle Ratio (STD)
 GVWR: 6,900 lbs (STD)
 50-State Emissions
 Transmission w/Driver Selectable Mode and HD Oil Cooler
 Electronic Transfer Case
 Part-Time Four-Wheel Drive
 Engine Oil Cooler
 730CCA Maintenance-Free Battery
 220 Amp Alternator
 Trailer Wiring Harness
 Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
 1470# Maximum Payload
 HD Shock Absorbers
 Front And Rear Anti-Roll Bars
 Electric Power-Assist Steering
 26 Gal. Fuel Tank
 Single Stainless Steel Exhaust
 Auto Locking Hubs
 Short And Long Arm Front Suspension w/Coil Springs
 Multi-Link Rear Suspension w/Coil Springs
 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 17" x 7" Steel (STD)
 Tires: P265/70R17 BSW AS (STD)
 Regular Box Style
 Spray-In Bed Liner
 Steel Spare Wheel
 Full Size Spare Tire
 Spare Tire Stored Underbody w/Crankdown

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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6T98) SSV 4x4 Crew Cab 5'7" Box (✔ Complete)

Exterior

Clearcoat Paint
 Black Front Bumper w/Black Rub Strip/Fascia Accent
 Black Rear Step Bumper
 Black Side Windows Trim and Black Front Windshield Trim
 Black Door Handles
 Power Side Mirrors w/Manual Folding
 Black Exterior Mirrors
 Exterior Mirrors w/Heating Element
 Fixed Rear Window
 Variable Intermittent Wipers
 Deep Tinted Glass
 Galvanized Steel/Aluminum Panels
 Black Grille
 Tailgate Rear Cargo Access
 Auto On/Off Aero-Composite Halogen Headlamps w/Delay-Off
 Cargo Lamp w/High Mount Stop Light
 Perimeter/Approach Lights
 Tip Start

Entertainment

Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Voice Activation, Radio Data System and External Memory Control
 Radio: Uconnect 3 w/5" Display
 6 Speakers
 Streaming Audio
 Fixed Antenna
 1 LCD Monitor In The Front

Interior

Power 10-Way Driver Seat
 Driver Seat
 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
 Vinyl Rear Seat
 Cloth Front/Vinyl Rear Seats -inc: No center console

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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6T98) SSV 4x4 Crew Cab 5'7" Box (✔ Complete)

Interior

Manual Tilt Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer

Power Rear Windows

Power Lumbar Adjust

Rear Folding Seat

Front Cupholder

Rear Cupholder

Compass

Remote Keyless Entry w/All-Secure

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

HVAC -inc: Underseat Ducts and Console Ducts

Glove Box

Full Cloth Headliner

Urethane Gear Shifter Material

Interior Trim -inc: Deluxe Sound Insulation, Metal-Look Instrument Panel Insert and Chrome/Metal-Look Interior Accents

Day-Night Rearview Mirror

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Cargo Area Concealed Storage

Pickup Cargo Box Lights

Rotary Shifter-Black

Electronic Shift

Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage

Delayed Accessory Power

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

115V Auxiliary Power Outlet

Systems Monitor

Outside Temp Gauge

Analog Appearance

Attachment: Ram SSV quote (PD: Parks Resource Officer Vehicle)

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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6T98) SSV 4x4 Crew Cab 5'7" Box (✔ Complete)

Interior

Seats w/Cloth Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Rear Center Armrest

Sentry Key Engine Immobilizer

2 12V DC Power Outlets

Safety-Mechanical

Electronic Stability Control (ESC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Airbag Occupancy Sensor

Curtain 1st And 2nd Row Airbags

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

ParkView Back-Up Camera

Attachment: Ram SSV quote (PD: Parks Resource Officer Vehicle)

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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6T98) SSV 4x4 Crew Cab 5'7" Box (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2021 Ram 1500 Classic (DS6T98) SSV 4x4 Crew Cab 5'7" Box

MSRP:\$41,885.00

Interior:Diesel Gray/Black, Cloth Front Bench/Vinyl Rear Seats

Exterior 1:Diamond Black Crystal Pearlcoat

Exterior 2:No color has been selected.

Engine: 5.7L V8 HEMI MDS VVT

Transmission: 8-Speed Automatic (8HP70)

OPTIONS

CODE	MODEL	MSRP
DS6T98	[Fleet] 2021 Ram 1500 Classic (DS6T98) SSV 4x4 Crew Cab 5'7" Box	\$41,885.00
OPTIONS		
26D	Quick Order Package 26D	\$0.00
ADB	Protection Group	\$395.00
AED	Chrome Appearance Group	\$695.00
D7X8	Diesel Gray/Black, Cloth Front Bench/Vinyl Rear Seats	\$45.00
DFK	Transmission: 8-Speed Automatic (8HP70)	\$0.00
DMC	3.21 Rear Axle Ratio	\$0.00
DSA	Anti-Spin Differential Rear Axle	\$495.00
EZH	Engine: 5.7L V8 HEMI MDS VVT	\$0.00
MDA	Front License Plate Bracket	\$0.00
PXJ	Diamond Black Crystal Pearlcoat	\$100.00
TTB	Tires: LT265/70R17E BSW A/T	\$250.00
WFE	Wheels: 17" x 7" Aluminum Inc.	
XAP	Power Adjustable Pedals	\$125.00
XB9	RamBox Cargo Management System	\$1,295.00
Z6D	GVWR: 6,800 lbs Inc.	
SUBTOTAL		\$45,285.00
Adjustments Total		\$0.00
Destination Charge		\$1,695.00
TOTAL PRICE		\$46,980.00

Attachment: Ram SSV quote (PD: Parks Resource Officer Vehicle)

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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6T98) SSV 4x4 Crew Cab 5'7" Box ( Complete)

FUEL ECONOMY

Est City:15 MPG

Est Highway:21 MPG

Est Highway Cruising Range:546.00 mi

Attachment: Ram SSV quote (PD: Parks Resource Officer Vehicle)

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Tracer All-In-One-Computer

Date: 2/18/2021

Customer:

To: Hanford Police Department
 315 N. Douty Street
 Hanford, CA 93230

Contact: James Lutz, Support Division Lieutenant
 Phone: 559-585-4720 (ofc), 559-381-009 (direct)
 Email: JLutz@cityofhanfordca.com

Bill To:

To: SAME

Contact:

Phone:
 Email:

Quotation #: 2021-022

Computer Hardware and Accessories

QTY	PART #	DESCRIPTION	PRICE	Total
1	Tracer TCU-TF120G	• 12.1" Mobile Data Computer • sunlight readable LCD with 1024x768 resolution • 5-wire resistive touchscreen • Intel Core i5 processor (7th generation) • 120 GB SSD (Removable) • 8GB DDR4 System Memory • Intel Wireless 802.11ac Dual Band, Bluetooth v4.0 • 6 USB Ports • 2 LAN ports • Sunlight Readable 1024x768 Resistive Touch LED • Internal Vehicle Power Conditioning • Windows 10 Pro, 64 Bit • 4-Year Standard Warranty	\$3,790	\$3,790
1	specific config	Upgrade processor to Intel Core i7	\$257	\$257

Mounting Equipment

1	TRU-MOUNT-PKG9	Mount and TRU-KeyBoard-FT1 for 2015-2018 Chevy Silverado	\$840	\$840
1	F-PLATE-CTA3	Floor plate for Chevrolet Silverado/Tahoe/Suburban 2015-2018 (includes 4" angled adaptor bracket)	\$180	\$180
1	BRACE-STBL-1016	Support brace, adjustable 10"-16"	\$45	\$45

Quotation Terms and Conditions:

Valid for 30 days

Final Sale Pending Credit Approval

Prices are FOB Winchester, VA

Prices do not include taxes or installation

Delivery 4-6 weeks ARO

Leasing available, please ask about current rates.

Subtotal:	\$5,112
Tax:	\$0
Shipping:	\$89
Total:	\$5,201

Quotation by:

Rob Twyford
 Phone: 540-662-1500x725
 Email: rob@datalux.com

Attachment: Datalux_Quotation for Hanford (Tracer)_ 2021-2-18-18 (PD: Parks Resource Officer Vehicle)



AGENDA STAFF REPORT

MEETING DATE: 3/16/2021	AGENDA SECTION: C
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SUBJECT:

Public Works: Approval of Final Map and Subdivision Agreement for Tract No. 929, Woodside Homes Subdivision (13th Avenue & Devon Street)

RECOMMENDATION:

That the City Council, by motion, approve the Final Map and Subdivision Agreement for Tract No. 929 Unit I and accept all easements and dedications offered for public use.

BACKGROUND:

The final subdivision map for Tract No. 929 Unit I, Woodside Homes Subdivision, a 71 -lot subdivision with a Outlot "A" located as shown on the attached map, has been checked and approved by staff. The developer of Tract No. 929 Unit I Woodside Homes Subdivision, is Woodside 06N, LP, A California Limited Partnership .

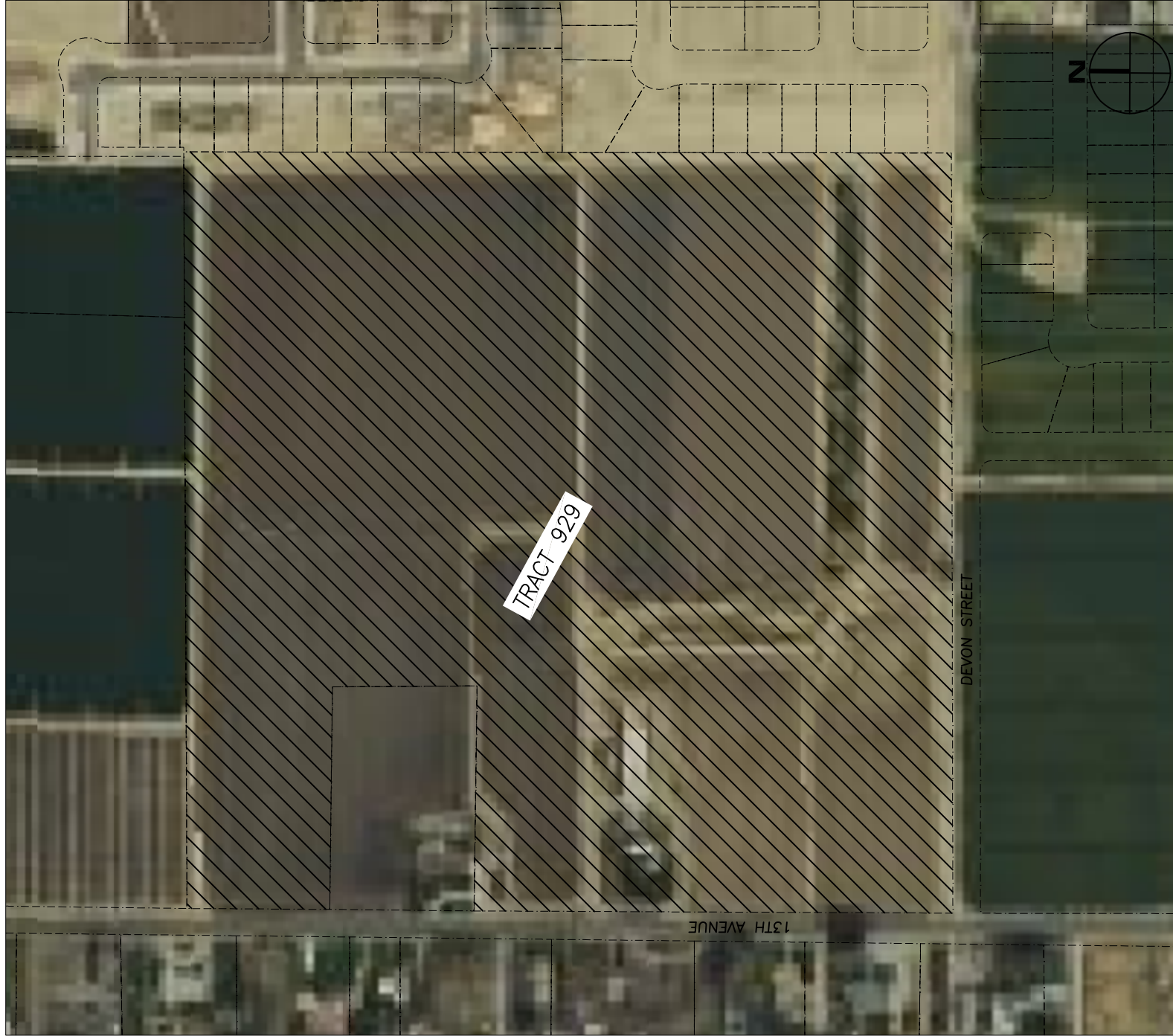
All required fees have been paid, and proper improvement security for all required subdivision improvements has been posted in accordance with the attached Subdivision Agreement, which has been reviewed and approved by the Public Works Department and signed by the developer.

FISCAL IMPACT:

The right of way dedications and easements are offered at no cost to the city, and all subdivision improvements will be constructed at the developer's expense.

ATTACHMENTS:

Tract 929 - Location Map
 Tract 929 Unit 1 - Subdivision Agreement
 Tract 929 Final Map



TITLE: LOCATION MAP

APPROVED BY:

DRAWN BY: LV



**CITY OF HANFORD
SUBDIVISION AGREEMENT**

TRACT NO. 929 Unit I

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between WOODSIDE 06N, LP., ("SUBDIVIDER"), and the City of Hanford, a Municipal Corporation ("CITY").

RECITALS

A. The SUBDIVIDER has presented to the CITY a final map of the proposed Subdivision of certain real property located within the city limits of the City and more particularly described in Exhibit "A" which has been filed with the City Engineer and is made a part hereof by reference ("Final Map") and identified as Tract No. 929 Unit I ("SUBDIVISION"). The real property is to be developed in accordance with subdivision improvement plans, which have been filed with the City Engineer and are made a part hereof by reference and identified as Exhibit "B" ("Improvement Plans"). SUBDIVIDER has requested that the CITY accept and approve the Final Map and the dedications delineated and shown on the Final Map for the use and purposes specified thereon, and otherwise approve the Final Map in order that the same may be recorded as required by law.

B. The CITY requires as a condition precedent to the acceptance and approval of the Final Map, the dedication of such streets and easements as are delineated and shown on the Final Map, and deems the same as necessary for the public use, and requires that any and all streets and easements delineated and shown thereon shall be improved by the construction thereon and the installation therein of the improvements specified herein.

C. Certain public improvements are required to be made by SUBDIVIDER in accordance with the approved tentative map of the SUBDIVISION. Section 66462 of the California Government Code provides, as a condition precedent to the approval of the Final Map, that the City Council shall require the SUBDIVIDER to enter into an agreement to complete said public improvements.

D. Chapter 16.24.070 of the Hanford Municipal Code requires the SUBDIVIDER to enter into an agreement with the CITY to perform and complete the work and matters as hereinafter described in this Agreement, in conformance with Sections 16.24.010 through 16.24.120, inclusive of the Hanford Municipal Code, which Sections by reference are incorporated into this Agreement and made a part hereof.

NOW THEREFORE, it is hereby agreed as follows:

1. Improvements.

SUBDIVIDER shall complete all required public improvements in the Subdivision as identified in Exhibit "B" of this Agreement (collectively "IMPROVEMENTS") and in accordance with all of the requirements and standards as set forth in the approval or conditional approval of the Tentative Map of the SUBDIVISION, the Hanford Municipal Code, all applicable laws, codes and regulations and the terms and conditions of this Agreement. In accordance with Section 16.24.110 of the Hanford Municipal Code, all of the Improvements shall be completed no later than two (2) years from the date of approval of this Agreement by the City of Hanford. A request to extend the time for completion of the Improvements must be in written form and received by the CITY not less than thirty (30) days prior to expiration of this Agreement and shall include facts in support of the request for such extension of time. Only the City shall have the authority to extend such time period. The extension period shall not exceed twelve (12) months.

Within thirty (30) days after the SUBDIVIDER notifies the City Engineer that the required work has been completed, the City Engineer shall inspect such work, and if such work has been performed in the required manner and in accordance with this Agreement, the Final Map, the Hanford Municipal Code and all other applicable laws, codes and regulations, the City Engineer shall advise the City Council that the public improvements are ready for acceptance by the CITY.

2. Inspection.

The CITY shall inspect all work in accordance with Section 16.24.100 of the Hanford Municipal Code including the SUBDIVIDER'S conformance with CITY Standards and

Specifications and any and all conditions, standards or requirements identified at the preconstruction conference held prior to commencing construction.

CITY shall schedule a preliminary final inspection and a deficiency list shall be compiled and submitted to the SUBDIVIDER for correction. Upon completion of all corrections or additional work as outlined by the deficiency list, the SUBDIVIDER shall certify in writing that all corrections have been completed and request a final inspection. Upon finding that all items have been corrected and upon receipt of as-built improvement plans, the Improvements may be provisionally accepted by the CITY pending approval of the final map and subdivision agreement for Tract No. 929 Unit I, by the City Council.

The completion of corrections indicated by the deficiency list shall not relieve the SUBDIVIDER from the responsibility of correcting any deficiency not shown on the list that may be subsequently discovered. Should the CITY require payment of additional engineering and inspection fees and costs for improvements constructed after the stated date of completion, the SUBDIVIDER must pay said additional fees and costs prior to acceptance by the City Council of the IMPROVEMENTS.

3. Costs and Fees.

The SUBDIVIDER shall be responsible for the work, including without limitation, the costs identified in the IMPROVEMENT COST ESTIMATE attached hereto and made a part hereof and identified as Exhibit "C" to this Agreement. SUBDIVIDER agrees to the amount thereof and agrees to pay, when due, all amounts identified therein, including without limitation, all CITY engineering and inspection fees.

4. Security.

SUBDIVIDER agrees to furnish security, which complies with Section 66499 et. seq. of the California Government Code, in such amounts as are fixed by the CITY, to guarantee the faithful performance of this Agreement, including without limitation, the construction of the

IMPROVEMENTS and to guarantee payment to contractors, subcontractors, laborers, material men and other persons employed in the performance of the work under this Agreement. In the sole discretion of the CITY and with the written authorization of the CITY, the sureties provided by the SUBDIVIDER may be released in whole or in part in the following manner:

(a) Faithful performance sureties, not in excess of ninety percent (90%) of the estimated costs of the individual items of public improvements, may be released or the required surety amounts may be reduced as work is satisfactorily completed and tentatively accepted by the CITY.

(b) Forty-five (45) days after recordation of the Notice of Completion for the Subdivision, the sureties securing the payment to contractors and subcontractors and to persons furnishing labor, materials, or equipment may be released if claims, including without limitation, stop notices have not been filed.

(c) Ten percent (10%) of the total faithful performance surety, retained as the public improvement warranty, may be released one year after the Notice of Completion has been recorded. In the alternative, SUBDIVIDER shall provide CITY with new warranty security of not less than ten percent (10%) of the Improvement Cost Estimate identified in Exhibit "C" hereto, which security shall have a term of one (1) year from the date of recordation of the Notice of Completion.

In accordance with Section 16.24.080 of the Hanford Municipal Code, the SUBDIVIDER shall furnish, in writing, proof of adequate security deposit to all utility companies for the installation of electricity, gas, telephone, cable television and any other utility which charges are not part of the Improvement Cost Estimate set forth in Exhibit "C."

No final map shall be signed by the City Engineer or recorded until all improvement securities required by Section 16.24.080 of the Hanford Municipal Code and under this Agreement have been received and approved. The form of securities shall be one or the combination of forms as approved by the CITY.

5. Liability.

As a condition precedent and prior to commencement of the work to be performed pursuant to this Agreement, SUBDIVIDER shall furnish the CITY with a certificate of insurance with a separate endorsement evidencing the following insurance coverages:

- (1) **Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than FIVE MILLION AND NO/100 DOLLARS (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TEN MILLION AND NO/100 DOLLARS (\$10,000,000), twice the required occurrence limit.**

- (2) **Automobile Liability: ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than FIVE MILLION AND NO/100 DOLLARS (\$5,000,000) 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 SUBDIVIDER maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by SUBDIVIDER. SUBDIVIDER's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

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

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

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

(1) The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of SUBDIVIDER including materials, parts, or equipment furnished in connection with such work or operations; products used by SUBDIVIDER; or automobiles owned, leased, hired or borrowed by SUBDIVIDER. General

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

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

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

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

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

e. SUBDIVIDER hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of SUBDIVIDER may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of

any loss under such insurance. SUBDIVIDER 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.

f. The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. Indemnification.

SUBDIVIDER hereby agrees to and shall protect, indemnify and hold harmless the CITY and all officials, officers, agents, representatives and employees thereof from and against any and all liability, loss, claims or damages of whatsoever kind or character, including attorneys' fees and costs of all types, to the extent arising out of, or related, directly or indirectly, to the work to be performed pursuant to this Agreement or the acts or omissions of the SUBDIVIDER, SUBDIVIDER's independent contractors, employees, representatives, agents and invitees. These indemnification and hold-harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering such damages, claims, or liability. This indemnification shall be binding upon the SUBDIVIDER whether or not there are any allegations of fault, negligence or liability of the parties indemnified hereunder and shall survive the completion of construction of the IMPROVEMENTS.

SUBDIVIDER agrees that the use of any and all public streets and improvements, which are part of the Subdivision, shall be at all times, prior to the final acceptance by the CITY, the sole and exclusive risk of the SUBDIVIDER.

7. Permits and Compliance.

Should SUBDIVIDER be required to perform any work within any public rights-of-way or easements located beyond the Subdivision limits, SUBDIVIDER shall satisfy any

and all requirements, other than the payment of fees, as necessary to obtain an encroachment permit for said work.

SUBDIVIDER shall make arrangements for the relocation of all overhead and underground public utility facilities that interfere with the construction of the IMPROVEMENTS. The SUBDIVIDER shall be responsible for the full cost of relocating such facilities.

The SUBDIVIDER shall repair any damage to public streets or other public property or improvements resulting from or incidental to, the construction of the Improvements, or in lieu of making such repairs, the SUBDIVIDER shall pay to the CITY the full cost of such repairs.

Building permits for individual lots of the Subdivision will not be issued until all underground utilities are installed within the public right-of-way, the trenches have been backfilled, and an approved all-weather road is constructed for street frontage and access.

No occupancy permit for any dwelling to be constructed within the Subdivision shall be issued until all Improvements are completed and accepted by the City Council.

In accordance with Section 16.24.090 of the Hanford Municipal Code, construction methods and materials for all Improvements shall conform to the Standards and Specifications of the CITY. Construction shall not commence until required Improvement Plans have been approved by the City Engineer and payment of all fees have been received by the CITY.

The IMPROVMENTS shall be constructed in accordance with all applicable street, plumbing, building, electrical and zoning codes and any other codes, rules or regulations of the CITY and the State of California.

The SUBDIVIDER shall require contractors and subcontractors to provide and maintain barricades and warning signs to protect and warn the public of construction hazards. Traffic control shall conform to a traffic control plan approved by the City Engineer. If, in the opinion of the City Engineer, proper barricades and warning signs are not being provided,

the Contractor will be required to immediately stop work until proper traffic control is provided and approved by the City Engineer.

The SUBDIVIDER shall require all contractors and subcontractors to conform to the applicable provisions of the California Occupational Safety and Health Act (“OSHA”). Onsite inspection of the work will be requested of OSHA officials, and all work subject to this Agreement shall immediately stop if, in the opinion of the City Engineer, any such work is being performed in violation of OSHA or when appropriate safety measures are not being utilized for said work.

The SUBDIVIDER and its contractors and subcontractors shall pay for any materials, provisions and other supplies used in, upon, for, or about the performance of the work to be performed hereunder and for any and all work or labor associated therewith and for all amounts due under the Workers’ Compensation and the unemployment insurance acts and all other applicable laws or regulations of the State of California or the United States with respect to such work or labor, including without limitation, as required by Section 3200 of the California Labor Code and Section 4200 of the California Government Code.

8. Scheduling.

It shall be the responsibility of the SUBDIVIDER to coordinate all work performed by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of the CITY be placed in the position of making decisions that are the responsibility of the SUBDIVIDER. It shall further be the responsibility of the SUBDIVIDER to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the SUBDIVIDER to notify the City Engineer may cause delay for which the SUBDIVIDER shall be solely responsible.

9. **Soil and Dust Control Provisions.**

The SUBDIVIDER is responsible for arrangement for and payment of all CITY-required soil tests at locations as determined by the City Engineer. Payment for said tests shall be made directly by the SUBDIVIDER to the certified testing firm of the SUBDIVIDER's choice. Adequate dust control shall be maintained by the SUBDIVIDER on all streets within and outside of the Subdivision on which work is required to be performed under this Agreement, from the time work is first commenced until all work is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or approved dust palliative with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the Subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets or other areas of the Subdivision, the City Engineer shall give notice to the SUBDIVIDER to comply with the provisions herein, or, at the election of the City Engineer, notice may be mailed to the SUBDIVIDER at his address on file with the City Engineer. If, within twenty-four (24) hours after personal service or within forty-eight (48) hours after mailing of notice, the SUBDIVIDER has not commenced to maintain adequate dust control or at any time thereafter fails to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any street or streets to be sprinkled with water or an approved dust palliative as may be deemed necessary by the City Engineer to eliminate the scattering of dust. Such dust control shall be performed by equipment and personnel of the CITY or by contract as the City Engineer shall determine, and the SUBDIVIDER agrees to pay to CITY, upon receipt of the billing, therefore, the entire cost to the CITY of such dust control.

When the surfacing on any existing street is disturbed, the surfacing shall be immediately replaced with temporary surfacing and permanently paved within fourteen (14) calendar days thereafter. The streets shall be maintained in a safe and passable condition at all times between the commencement of construction of IMPROVEMENTS and final completion thereof.

10. Reimbursement.

If the City Municipal Code provides SUBDIVIDER with the right to receive cash reimbursement or impact fee credit because of the construction of certain improvements or the oversizing thereof, SUBDIVIDER must request payment of the cash reimbursement or preparation of a reimbursement agreement, whichever is applicable, or the impact fee credit prior to the date of final acceptance of all subdivision improvements by the City Council. Such request must be made in writing and received by the City Engineer prior to the date of final acceptance of the IMPROVMENTS by City Council. SUBDIVIDER agrees that should it fail to make such written request by the date identified herein, SUBDIVIDER forever waives its right to request and receive any cash reimbursement, reimbursement agreement or impact fee credit.

11. Prevailing Wage Laws, Rules and Regulations.

SUBDIVIDER shall comply with and shall require all contractors to comply with all prevailing wage laws, rules and regulations applicable to the SUBDIVISION. Unless otherwise advised in writing by the City, SUBDIVIDER shall be solely responsible for making any and all decisions regarding any portion or aspect of the SUBDIVISION including, without limitation, any form of reimbursement by the City to the SUBDIVIDER or any contractor, that will require the payment of prevailing wages. Further, SUBDIVIDER will be solely responsible for the payment of any claims, fines, penalties, reimbursements, payments or any other actions that may be initiated against applicant or any contractor as a result of failure to pay prevailing wages.

SUBDIVIDER shall defend, indemnify and hold harmless the City of Hanford, its officials, officers, employees, representatives, agents and attorneys from and against any and all claims, damages, losses, judgments, liabilities, expenses and other costs, including, without limitation, litigation costs and attorney's fees arising out of, to the extent resulting from any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION. SUBDIVIDERS's obligation to defend, indemnify and

hold the City harmless specifically includes, but is not limited to, any suit or administrative action against the City which claims a violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION.

SUBDIVIDERS's obligations to defend, indemnify and hold the City, its officials, officers, employees, representatives, agents and attorneys harmless as set forth herein, shall include, but shall not be limited to, staff time, copying costs, court costs, the costs of any judgments or awards against the City for damages, losses, litigation costs or attorney fees arising out of any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION and costs of any settlement representing damages, litigation costs and attorney's fees to be paid to other parties arising out of any such proceeding or suit.

The City may, at any time, require the SUBDIVIDER to reimburse the City for costs that have been, or which the City reasonably anticipates will be, incurred by the City during the course of any action. SUBDIVIDER shall reimburse the City within thirty (30) days of receipt of an itemized written invoice from the City for costs actually incurred. Failure of the SUBDIVIDER to timely reimburse the City shall be considered a material violation of the conditions of approval of the SUBDIVISION.

12. Sole and Only Agreement.

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

13. Severability.

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

14. Attorneys' Fees.

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

15. Successors and Assigns.

The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This Agreement shall not be assignable by SUBDIVIDER without the express prior written consent of CITY.

16. Governing Law.

This Agreement shall be construed and governed pursuant to the laws of the State of California.

17. Time of the Essence.

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the
_____ day of _____, 2021.

SUBDIVIDER:

Woodside 06N, LP, A California Limited Partnership
By: WDS GP, Inc., A California Corporation,
It's General Partner

By: _____
Matt Smith, Authorized Signer

CITY OF HANFORD APPROVAL:

By: _____
Johnathan L. Doyel, P.E., P.L.S.
Public Works Director, City of Hanford

ATTEST:

By: _____
Natalie Corral
City Clerk, City of Hanford

EXHIBIT "C"**SUBDIVISION IMPROVEMENT COST ESTIMATE**

In accordance with Section 16.24.080 of the Hanford Municipal Code, estimated construction costs used in this Agreement are increased for projected inflation computed to the estimated mid-point of construction.

**ESTIMATED
CONSTRUCTION COST****Sanitary Sewers**

Construction of sanitary sewer mains, manholes and appurtenances as shown on the approved improvement plans in accordance with City Standards and Specifications.

\$257,323.30**Storm Sewers**

Construction of storm drain mains, manholes, catch basins and disposal facilities as shown on the approved improvement plan in accordance with City Standards.

\$451,496.50**Water System**

Construction of water mains, hydrants, services and appurtenances as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$466,680.50**Curb and Gutter and Other Concrete Construction**

Construction of curb and gutter, sidewalk, wheelchair ramps, drive approaches, valley gutter and other concrete improvements as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$399,802.00**Street Surfacing**

Construct Type "B" asphalt concrete surfacing over Class II aggregate base as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$911,137.50

Street Lighting

Install street lighting as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	<u>\$218,400.00</u>
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Street Barricades

Install street barricades as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	<u>\$10,725.00</u>
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Fencing, Landscaping, and Irrigation System

Construct fencing, block walls and install landscape and irrigation system improvements, misc. as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	<u>\$719,920.50</u>
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Monuments and Lot Markers

Install permanent monuments and lot markers in accordance with City Standards and Specifications.	<u>\$3,250.00</u>
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Engineering Services

Engineering, surveying, & geotechnical services associated with Completion of the Subdivision Improvements.	<u>\$369,330.00</u>
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Earthwork Improvements

- | | |
|--|------------------------------|
| • Excavation & Compaction | <u>\$0.00</u> |
| • Subgrade Compaction & Fine Grade | <u>\$104,114.00</u> |
| • Final Lot Grading | <u>\$85,436.00</u> |
| • Total Improvements subject to Plan Review & Insp. Fees | <u>\$3,997,615.70</u> |

Private Utilities

- | | |
|--|----------------------------|
| • Applicant Install Utilities Onsite Construct | <u>\$572,000.00</u> |
|--|----------------------------|

Total Estimated Improvement Cost (To be bonded with Final Map)	<u>\$4,569,615.70</u>
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SECURITY REQUIREMENTS

Performance	<u>\$4,569,615.70</u>
Labor and Materials	<u>\$2,284,807.85</u>
Warranty (Minimum 12-mo. from N.O.C.)	<u>\$456,961.57</u>

City Engineering Plan Review and Inspection Fee Schedule

City Engineering and Inspection Fees are established by Council Resolution No.1902, and are set forth below:

(1) 6% of first	\$ 5,000.00	\$ 300.00
(2) 5% of next	\$ 20,000.00	\$ 1,000.00
(3) 4.5% of next	\$ 75,000.00	\$ 3,375.00
(4) 3.5% of next	\$150,000.00	\$ 5,250.00
(5) 2% over	\$250,000.00	\$ 86,392.31

Total City Engineering Review and Inspection Fee obligation	\$ 96,317.31
Fee balance payable with this Agreement Acct. #001-2010-4937	<u>\$ 96,317.31</u>

NOTE:

- Engineering Plan Review & Inspection Fees are based on estimated cost of Improvements, including all items constructed both prior to & following posting of security.
- Private utility costs are not included in determination of City Engineering Plan Review and Inspection fee calculation.

Note: Additional fees and charges will be payable prior to approval of Final Map and Final Subdivision Agreement by the City Council, including:

12th Ave. Sewer Benefit District, Acct. #161-2161-5494 (36.82 Ac @ \$1,723.30/Ac) \$ 36,437.65
(Determined at completion of final map review.)

Street Sign Fee, Acct. #001-2010-4937 (13 @ \$200.00 Ea.) \$ 2,200.00
(Per intersection cost for sign blades furnished by City.)

Final Map Review Fee, Acct. #001-2010-4937 \$ xxx.xx
(Determined at completion of final map review.)

Engineering Plan Review & Inspection Fees, Acct. #001-2010-4937 \$ 96,317.31

Storm Drainage Impact Fees, Acct. #184-2184-5504 (N/A) \$ 0.00
(Onsite drainage Basin provided, no impact to existing City drainage facilities)

Building Dept. block wall plan review fees paid from Acct. #001-2010-4937 \$ x.xx

SUBTOTAL **\$134,964.96**

PAID: **\$134,964.96**

BALANCE DUE: **\$ 0.00**

OWNER'S STATEMENT

WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY AND THAT WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN ON THIS MAP AND DO HEREBY DEDICATE IN FEE TO PUBLIC USE ALL OF THE STREETS. WE ALSO DEDICATE THOSE EASEMENTS SHOWN HEREON FOR PUBLIC UTILITIES, LANDSCAPE AND SIDEWALKS. WE FURTHER DEDICATE LOT "A" FOR STORM DRAIN PURPOSES AS SHOWN UPON THIS MAP AND THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "FUTURE STREETS", RESERVING TO OURSELVES FOR THE USE OF OURSELVES AND THE SUCCESSIVE OWNERS, ALL ORDINARY USES OF SAID LAND UNTIL SUCH TIME AS THE PROPER LEGISLATIVE BODY SHALL ACCEPT DEDICATION OF, OR ACQUIRE ADDITIONAL RIGHT OF WAY, TO CONSTITUTE THE PERMANENT WIDTH AND/OR EXTENSIONS OF THOSE STREETS HAVING A PARTIAL WIDTH AND/OR DEAD-ENDING, AS SHOWN HEREON. WE ALSO DEDICATE THE EASEMENTS TO THE PUBLIC SHOWN HEREON FOR THE PURPOSES DEFINED HEREON.

WOODSIDE 06N, LP, A CALIFORNIA LIMITED PARTNERSHIP
BY: WDS GP, INC., A CALIFORNIA CORPORATION, ITS GENERAL PARTNER

MATT SMITH, AUTHORIZED SIGNER

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____
ON _____ BEFORE ME, _____
NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____
(PRINT NAME) _____
MY COMMISSION NO. _____ MY COMMISSION EXPIRES _____
PRINCIPAL OFFICE IN COUNTY OF _____

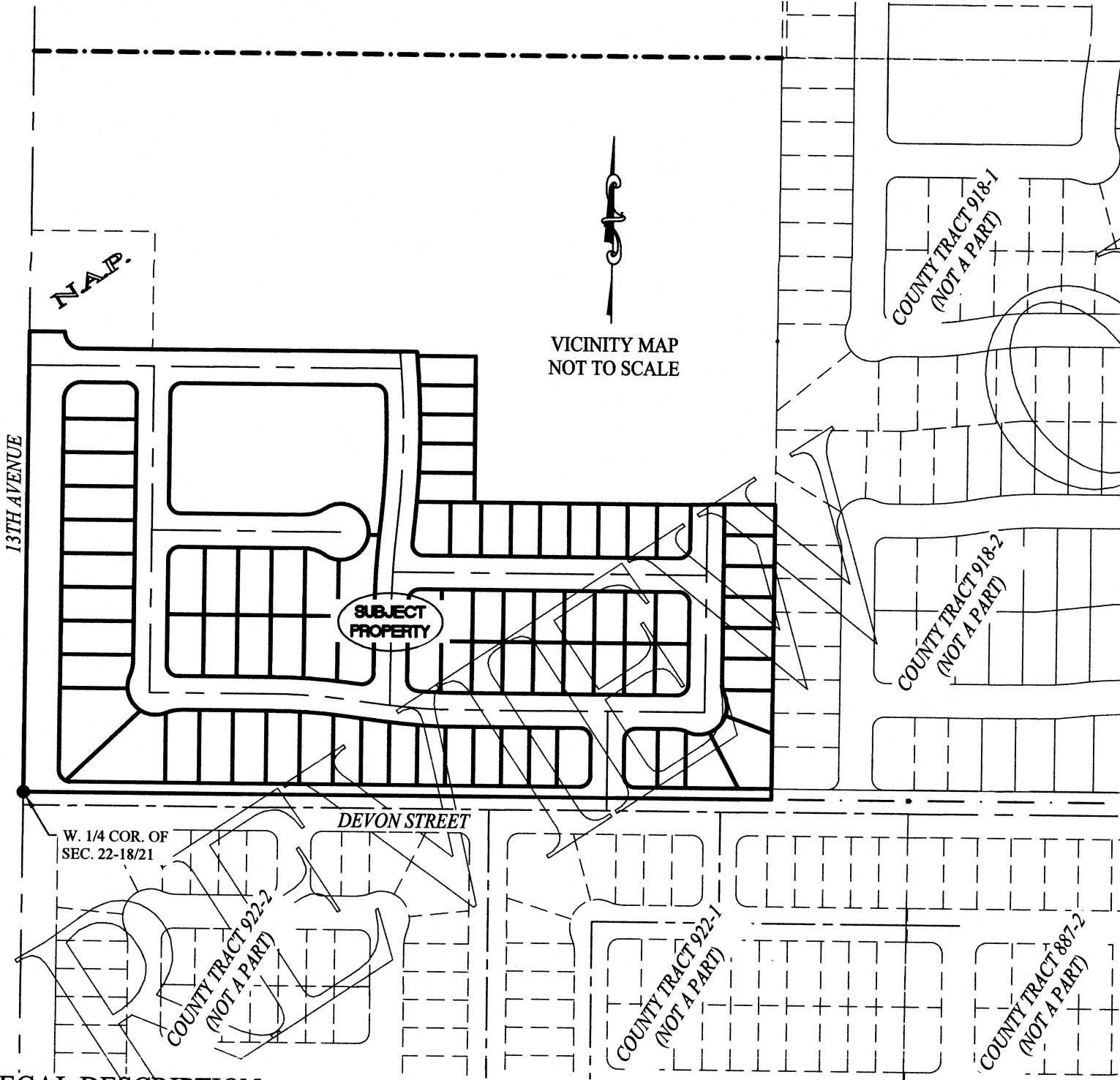
TAX COLLECTOR'S STATEMENT

THIS IS TO CERTIFY THAT THE PROVISIONS OF ARTICLE 8 OF CHAPTER 4 OF THE GOVERNMENT CODE HAVE BEEN COMPLIED WITH REGARDING DEPOSITS.

DATE: _____
JAMES P. ERB, CPA; DIRECTOR OF FINANCE

BY: _____

COUNTY TRACT No. 929
UNIT 1
CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA



LEGAL DESCRIPTION

UNIT 1
THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF KINGS, CITY OF HANFORD, DESCRIBED AS FOLLOWS:

SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22 TOWNSHIP 18 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA ACCORDING TO THE APPROVED GOVERNMENT TOWNSHIP THEREOF;

EXCEPTING THEREFROM THE FOLLOWING PARCEL;

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 00° 06' 53" WEST , ALONG THE WEST LINE OF SAID QUARTER SECTION, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89° 50' 45" EAST, PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 220.00 FEET; THENCE SOUTH 00° 06' 53" WEST, A DISTANCE OF 209.71 FEET, PARALLEL WITH THE WEST LINE OF LAST SAID NORTHWEST QUARTER; THENCE SOUTH 89° 53' 36" WEST, A DISTANCE OF 126.89 FEET; THENCE ON A TANGENT CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, WITH A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 89° 12' 12", AN ARC LENGTH OF 46.71 FEET, TO A POINT 63.00 FEET EASTERLY OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89° 50' 45" WEST, PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 63.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00°06' 53" EAST, ALONG LAST SAID WEST LINE, A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 39.52 ACRES, MORE OR LESS

PURSUANT TO THAT CERTAIN PARCEL MAP WAIVER FOR LOT LINE ADJUSTMENT NO. 2020-01, RECORDED APRIL 13, 2020 AS INSTRUMENT NO. 2006367, OFFICIAL RECORDS

ENGINEER'S STATEMENT

THIS MAP CONSISTING OF FIVE SHEETS WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MATT SMITH OF WOODSIDE HOMES, INC., IN THE MONTH OF DECEMBER, 2018. I HEREBY STATE THAT ALL OF THE MONUMENTS ARE OF THE CHARACTER, AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE ONE YEAR AFTER THE RECORDING OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 20____.

PLAN CHECK ONLY
JOHN A. ZUMWALT, R.C.E. 21489

ACTING CITY SURVEYOR

JOHN B. HARDIN, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT, AND IN ACCORDANCE WITH SECTIONS 66425 THROUGH 66450, INCLUSIVE, OF THE GOVERNMENT CODE.

DATED THIS _____ DAY OF _____, 20____.

JOHN B. HARDIN, R.C.E. 21753
ACTING FOR THE CITY OF HANFORD

CITY ENGINEER'S STATEMENT

I, JOHNNATHAN L. DOYEL. HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF ANY LOCAL ORDINANCES AND SECTIONS 66425 THROUGH 66450 OF THE GOVERNMENT CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 20____.

JOHNNATHAN L. DOYEL, CITY ENGINEER R.C.E. 62044

CITY CLERK'S CERTIFICATE

I HEREBY STATE THAT AT A REGULAR MEETING OF THE HANFORD CITY COUNCIL HELD ON THE _____, DAY OF _____, 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE GENERAL PUBLIC, THE STREETS AND EASEMENTS AS INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

DATED THIS _____ DAY OF _____, 20____.

NATALIE ORTEGA, CITY CLERK

PLANNING COMMISSION CERTIFICATE

APPROVED BY THE HANFORD PLANNING COMMISSION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW IN DULY AUTHORIZED MEETING HELD _____, 20____.
DATED THIS _____ DAY OF _____, 20____.

DARLENE MATA, COMMUNITY DEVELOPMENT DIRECTOR

RECORDER'S CERTIFICATE

FEE BOOK NO. _____ FEE PAID _____
RECORDED AT THE REQUEST OF ZUMWALT-HANSEN & ASSOCIATES, INC. ON THIS _____ DAY OF _____, 20____, AT _____ MINUTES PAST _____ O'CLOCK IN VOLUME _____ OF LICENSED SURVEYORS' PLATS, AT PAGE _____, KINGS COUNTY RECORDS.

KRISTINE LEE, KINGS COUNTY RECORDER

BY: _____
DEPUTY



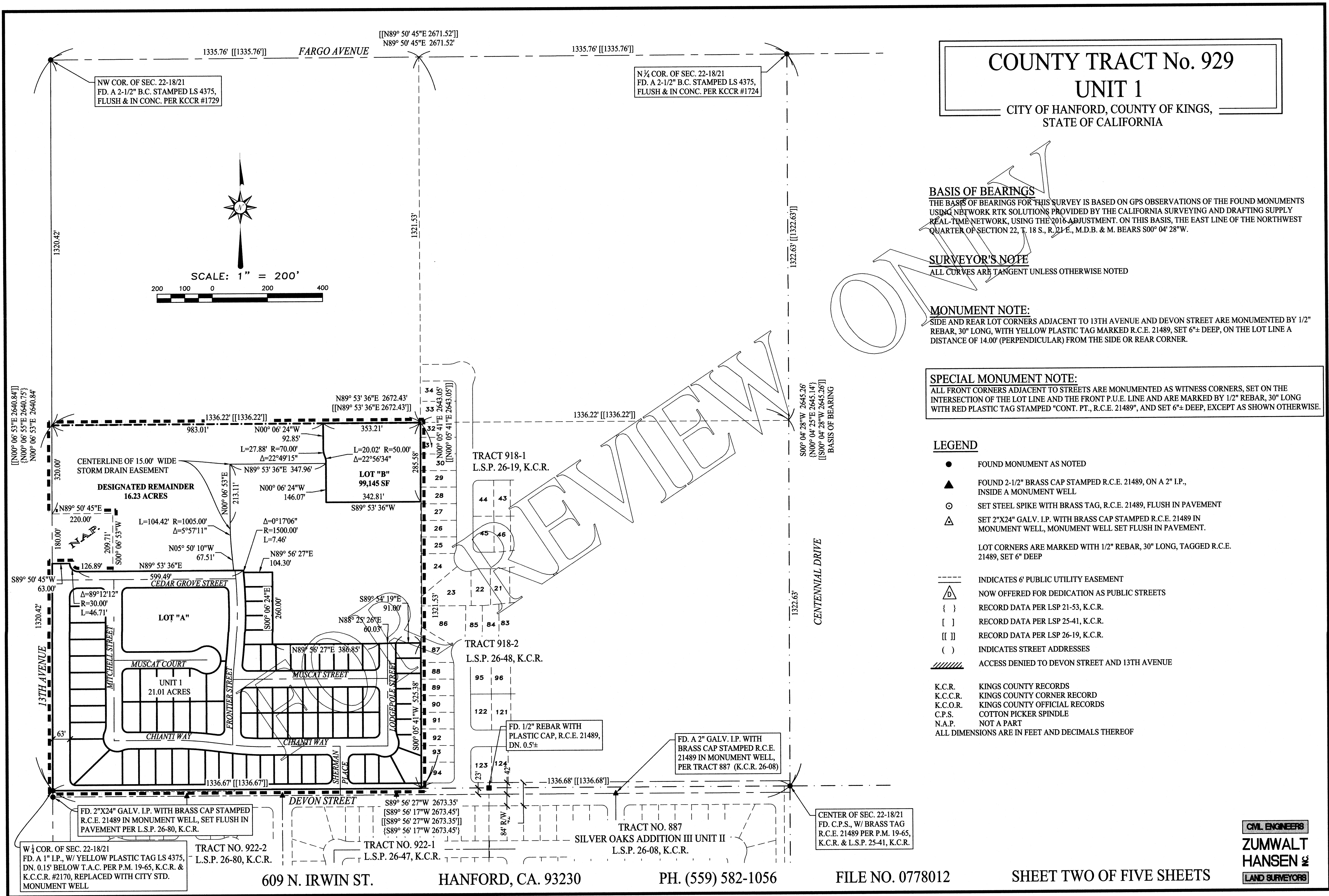
609 N. IRWIN ST.

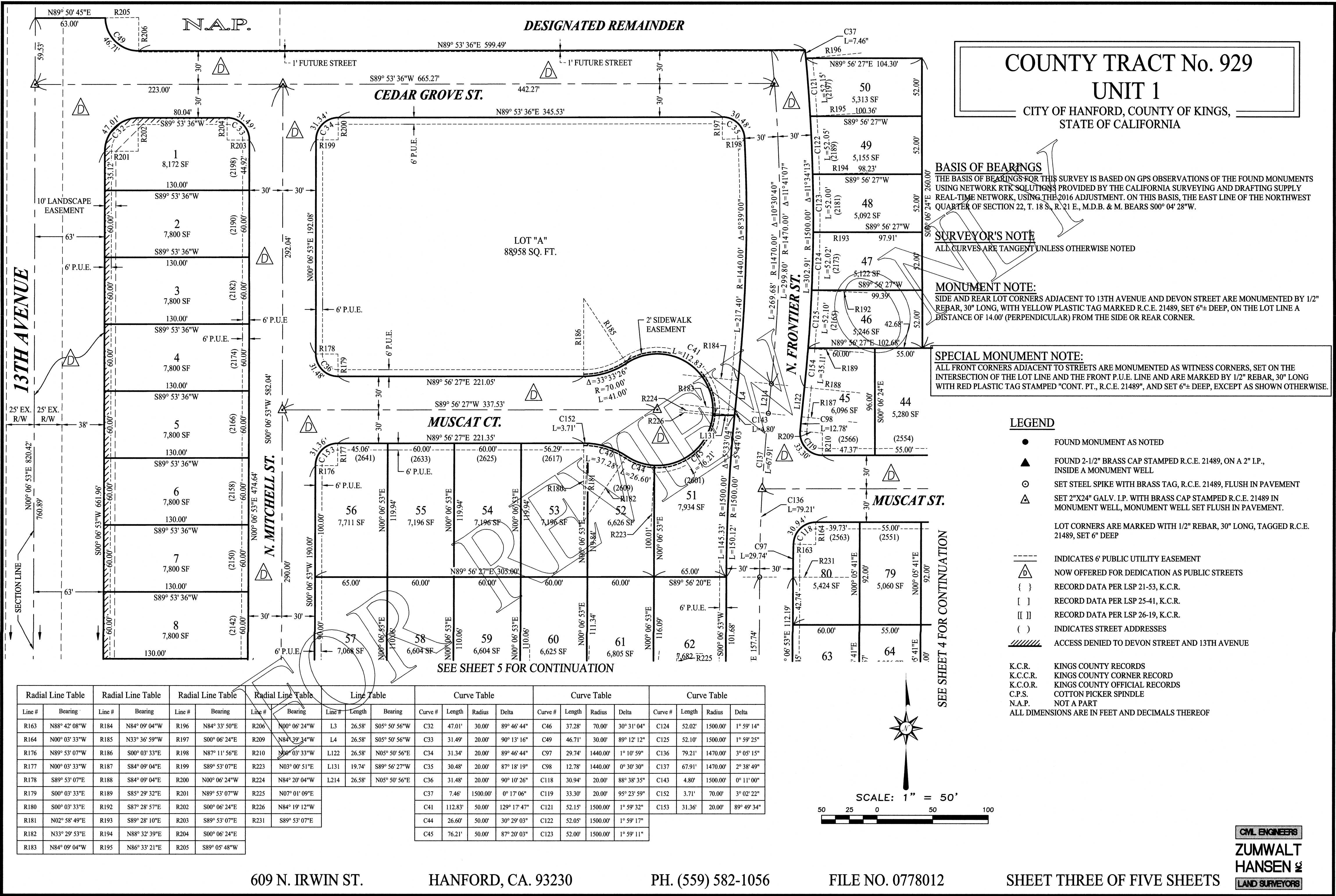
HANFORD, CA. 93230

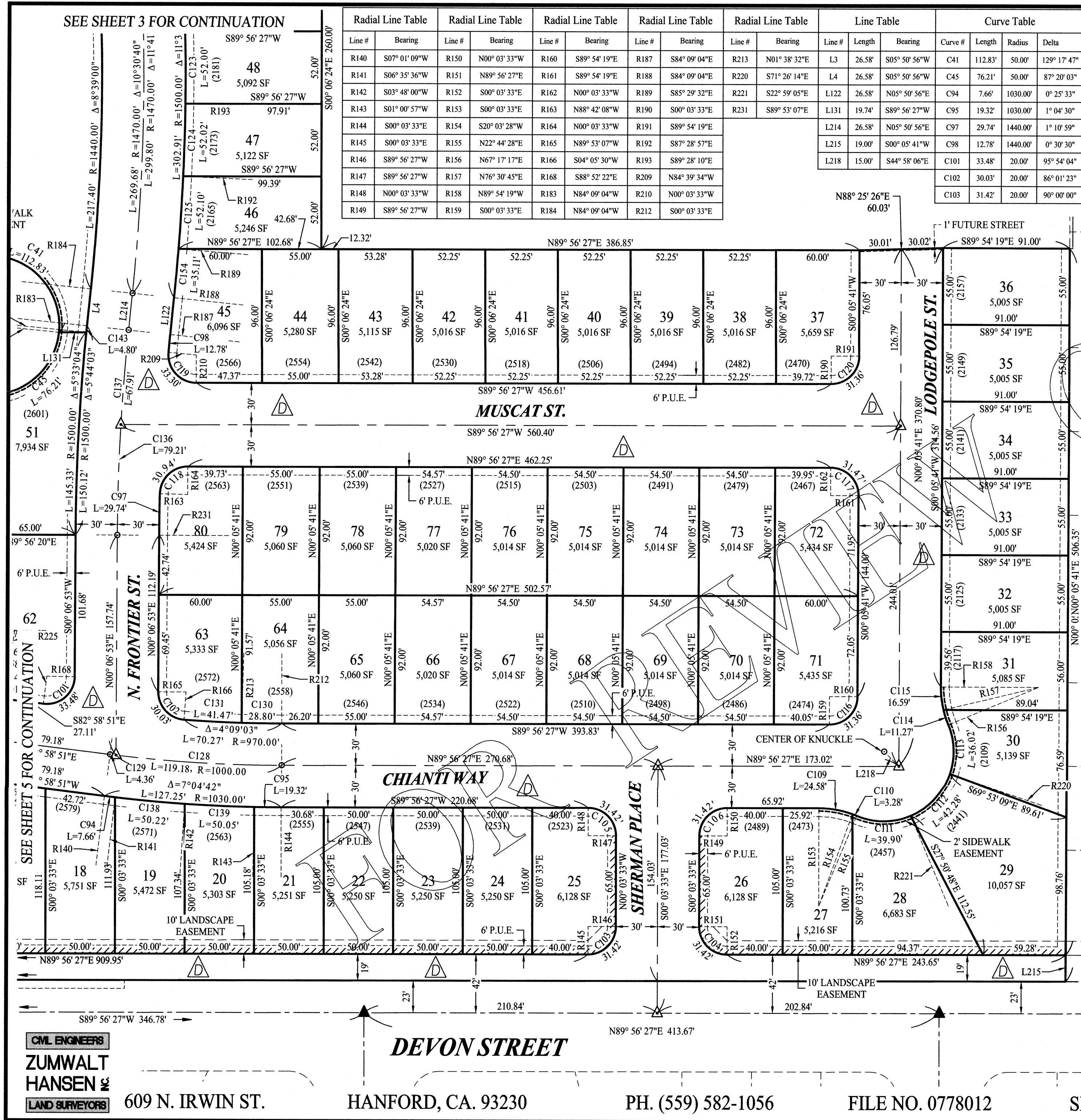
PH. (559) 582-1056

FILE NO. 0778012

SHEET ONE OF FIVE SHEETS



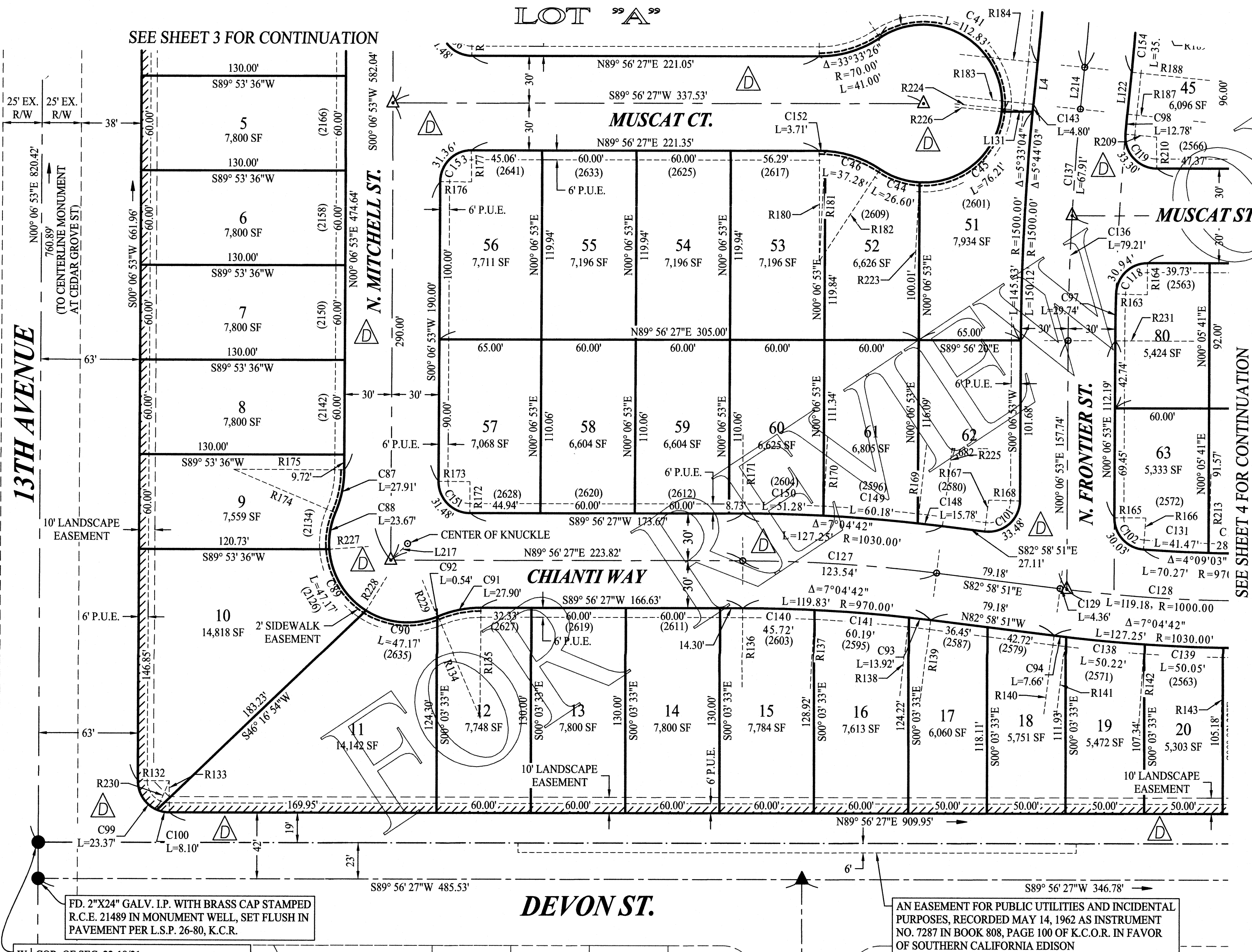




Curve Table				Curve Table				Curve Table			
Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C104	31.42'	20.00'	90° 00' 00"	C115	16.59'	70.00'	13° 34' 56"	C128	119.18'	1000.00'	6° 49' 43"
C105	31.42'	20.00'	90° 00' 00"	C116	31.36'	20.00'	89° 50' 46"	C129	4.36'	1000.00'	0° 14' 59"
C106	31.42'	20.00'	90° 00' 00"	C117	31.47'	20.00'	90° 09' 14"	C130	28.80'	970.00'	1° 42' 05"
C109	24.58'	70.00'	20° 07' 01"	C118	30.94'	20.00'	88° 38' 35"	C131	41.47'	970.00'	2° 26' 58"
C110	3.28'	70.00'	2° 41' 00"	C119	33.30'	20.00'	95° 23' 59"	C136	79.21'	1470.00'	3° 05' 15"
C111	39.90'	50.00'	45° 43' 33"	C120	31.36'	20.00'	89° 50' 46"	C137	67.91'	1470.00'	2° 38' 49"
C112	42.28'	50.00'	48° 27' 09"	C123	52.00'	1500.00'	1° 59' 11"	C138	50.22'	1030.00'	2° 47' 36"
C113	36.02'	50.00'	41° 16' 29"	C124	52.02'	1500.00'	1° 59' 14"	C139	50.05'	1030.00'	2° 47' 03"
C114	11.27'	70.00'	9° 13' 28"	C125	52.10'	1500.00'	1° 59' 25"	C154	35.11'	1500.00'	1° 20' 28"

Radial Line Table		Radial Line Table		Radial Line Table		Radial Line Table		Radial Line Table		Line Table			Curve Table				Curve Table				Curve Table				Curve Table			
Line #	Bearing	Line #	Bearing	Line #	Bearing	Line #	Bearing	Line #	Bearing	Line #	Length	Bearing	Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
R132	N89° 53' 07"W	R141	S06° 35' 36"W	R169	N06° 08' 29"E	R180	S00° 03' 33"E	R213	N01° 38' 32"E	L3	26.58'	S05° 50' 56"W	C41	112.83'	50.00'	129° 17' 47"	C92	0.54'	50.00'	0° 37' 20"	C118	30.94'	20.00'	88° 38' 35"	C139	50.05'	1030.00'	2° 47' 03"
R133	N00° 03' 33"W	R142	S03° 48' 00"W	R170	N02° 47' 37"E	R181	N02° 58' 49"E	R223	N03° 00' 51"E	L4	26.58'	S05° 50' 56"W	C44	26.60'	50.00'	30° 29' 03"	C93	13.92'	970.00'	0° 49' 20"	C119	33.30'	20.00'	95° 23' 59"	C140	45.72'	970.00'	2° 42' 02"
R134	N22° 53' 55"W	R143	S01° 00' 57"W	R171	S00° 03' 33"E	R182	N33° 29' 53"E	R225	N07° 01' 09"E	L122	26.58'	N05° 50' 56"E	C45	76.21'	50.00'	87° 20' 03"	C94	7.66'	1030.00'	0° 25' 33"	C127	123.54'	1000.00'	7° 04' 42"	C141	60.19'	970.00'	3° 33' 20"
R135	S00° 03' 33"E	R163	N88° 42' 08"W	R172	N00° 03' 33"W	R183	N84° 09' 04"W	R227	S85° 49' 42"W	L131	19.74'	S89° 56' 27"W	C46	37.28'	70.00'	30° 31' 04"	C97	29.74'	1440.00'	1° 10' 59"	C128	119.18'	1000.00'	6° 49' 43"	C148	15.78'	1030.00'	0° 52' 40"
R136	S00° 03' 33"E	R164	N00° 03' 33"W	R173	N89° 53' 07"W	R184	N84° 09' 04"W	R228	N31° 46' 34"E	L214	26.58'	N05° 50' 56"E	C87	27.91'	70.00'	22° 50' 31"	C98	12.78'	1440.00'	0° 30' 30"	C129	4.36'	1000.00'	0° 14' 59"	C149	60.18'	1030.00'	3° 20' 52"
R137	S02° 38' 29"W	R165	N89° 53' 07"W	R174	N67° 02' 36"W	R187	S84° 09' 04"E	R229	N22° 16' 35"W	L217	15.00'	S45° 01' 20"W	C88	23.67'	50.00'	27° 07' 42"	C99	23.37'	20.00'	66° 57' 39"	C131	41.47'	970.00'	2° 26' 58"	C150	51.28'	1030.00'	2° 51' 10"
R138	S06° 11' 49"W	R166	S04° 05' 30"W	R175	S89° 53' 07"E	R188	S84° 09' 04"E	R230	N23° 09' 14"E				C89	47.17'	50.00'	54° 03' 08"	C100	8.10'	20.00'	23° 12' 47"	C136	79.21'	1470.00'	3° 05' 15"	C151	31.48'	20.00'	90° 10' 26"
R139	S07° 01' 09"W	R167	S07° 01' 42"W	R176	N89° 53' 07"W	R209	N84° 39' 34"W						C90	47.17'	50.00'	54° 03' 08"	C101	33.48'	20.00'	95° 54' 04"	C137	67.91'	1470.00'	2° 38' 49"	C152	3.71'	70.00'	3° 02' 22"
R140	S07° 01' 09"W	R168	S88° 52' 22"E	R177	N00° 03' 33"W	R210	N00° 03' 33"W						C91	27.90'	70.00'	22° 50' 22"	C102	30.03'	20.00'	86° 01' 23"	C138	50.22'	1030.00'	2° 47' 36"	C153	31.36'	20.00'	89° 49' 34"

COUNTY TRACT No. 929
UNIT 1
CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA



BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY IS BASED ON GPS OBSERVATIONS OF THE FOUND MONUMENTS USING NETWORK RTK SOLUTIONS PROVIDED BY THE CALIFORNIA SURVEYING AND DRAFTING SUPPLY REAL-TIME NETWORK, USING THE 2016 ADJUSTMENT. ON THIS BASIS, THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 22, T. 18 S., R. 21 E., M.D.B. & M. BEARS S00° 04' 28"W.

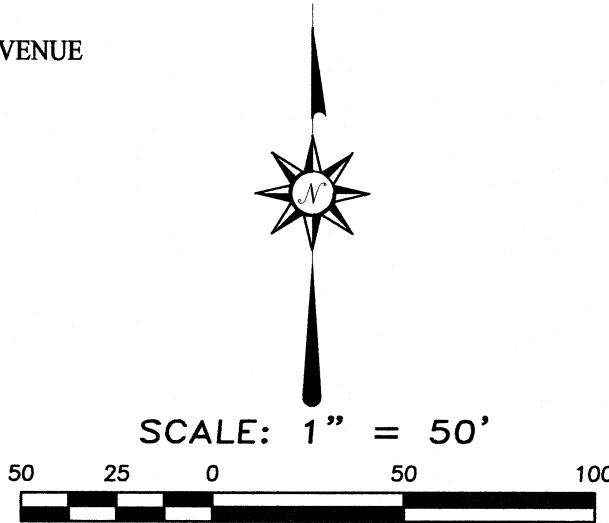
SURVEYOR'S NOTE
ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:
SIDE AND REAR LOT CORNERS ADJACENT TO 13TH AVENUE AND DEVON STREET ARE MONUMENTED BY 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED R.C.E. 21489, SET 6"± DEEP, ON THE LOT LINE A DISTANCE OF 14.00' (PERPENDICULAR) FROM THE SIDE OR REAR CORNER.

SPECIAL MONUMENT NOTE:
ALL FRONT CORNERS ADJACENT TO STREETS ARE MONUMENTED AS WITNESS CORNERS, SET ON THE INTERSECTION OF THE LOT LINE AND THE FRONT P.U.E. LINE AND ARE MARKED BY 1/2" REBAR, 30" LONG WITH RED PLASTIC TAG STAMPED "CONT. PT., R.C.E. 21489", AND SET 6"± DEEP, EXCEPT AS SHOWN OTHERWISE.

- LEGEND**
- FOUND MONUMENT AS NOTED
 - ▲ FOUND 2-1/2" BRASS CAP STAMPED R.C.E. 21489, ON A 2" I.P., INSIDE A MONUMENT WELL
 - SET STEEL SPIKE WITH BRASS TAG, R.C.E. 21489, FLUSH IN PAVEMENT
 - △ SET 2"x24" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, MONUMENT WELL SET FLUSH IN PAVEMENT.
 - LOT CORNERS ARE MARKED WITH 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, SET 6" DEEP
 - INDICATES 6' PUBLIC UTILITY EASEMENT
 - △ NOW OFFERED FOR DEDICATION AS PUBLIC STREETS
 - { } RECORD DATA PER LSP 21-53, K.C.R.
 - [] RECORD DATA PER LSP 25-41, K.C.R.
 - [] RECORD DATA PER LSP 26-19, K.C.R.
 - () INDICATES STREET ADDRESSES
 - ACCESS DENIED TO DEVON STREET AND 13TH AVENUE

K.C.R. KINGS COUNTY RECORDS
K.C.C.R. KINGS COUNTY CORNER RECORD
K.C.O.R. KINGS COUNTY OFFICIAL RECORDS
C.P.S. COTTON PICKER SPINDLE
N.A.P. NOT A PART
ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF



W 1/4 COR. OF SEC. 22-18-21
FD. A 1" I.P. W/ YELLOW PLASTIC TAG LS 4375,
DN. 0.15" BELOW T.A.C. PER P.M. 19-65, K.C.R. &
K.C.C.R. #2170, REPLACED WITH CITY STD.
MONUMENT WELL

AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL
PURPOSES, RECORDED MAY 14, 1962 AS INSTRUMENT
NO. 7287 IN BOOK 808, PAGE 100 OF K.C.O.R. IN FAVOR
OF SOUTHERN CALIFORNIA EDISON

CIVIL ENGINEERS
ZUMWALT
HANSEN &
LAND SURVEYORS



AGENDA STAFF REPORT

MEETING DATE: 3/16/2021	AGENDA SECTION: D
--------------------------------	--------------------------

SUBJECT:

Public Works: Approval of the Final Map and Subdivision Agreement for Tract No. 927 Lennar Homes, and acceptance of all easements and dedications offered for public use and adoption of Resolution 21-09-R annexing additional properties within Assessment District No. 15-01 (District Restructure No. 15-01-C) (NEC Grangeville Blvd and 13th Avenue)

2516RECOMMENDATION:

That the City Council, by motion:

1. Approve the Final Map and Subdivision Agreement for Tract No. 927 Lennar Homes and accept all easements and dedications offered for public use; and
2. Adopt the attached Resolution 21-09-R annexing additional properties within Assessment District No. 15-01 (District Restructure No. 15-01-C)

BACKGROUND:

The final subdivision map for Tract No. 927 Lennar Homes Subdivision, a 133-lot subdivision located as shown on the attached map, has been checked and approved by staff. The developer of Tract No. 927 Subdivision, is Lennar Homes of California, Inc.. All required fees have been paid, and proper improvement security for all required subdivision improvements has been posted in accordance with the attached Subdivision Agreement, which has been reviewed and approved by the Public Works Department and signed by the developer.

FISCAL IMPACT:

There will be no financial impact to the City of Hanford.

ATTACHMENTS:

Tract 927 - Subdivision Agreement
LAD (15-01-C) Engineer Report TR 927
Tract 927 - Location Map

Tract 927 LAD Exhibits
Waiver of Hearing Notice for Tract 927 LAD
Resolution 21-09-R

**CITY OF HANFORD
SUBDIVISION AGREEMENT**

TRACT NO. 927

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between LENNAR HOMES OF CALIFORNIA, INC. ("SUBDIVIDER"), and the City of Hanford, a Municipal Corporation ("CITY")

RECITALS

A. The SUBDIVIDER has presented to the CITY a final map of the proposed Subdivision of certain real property located within the city limits of the City and more particularly described in Exhibit "A" which has been filed with the City Engineer and is made a part hereof by reference ("Final Map") and identified as Tract No. 927 ("SUBDIVISION"). The real property is to be developed in accordance with subdivision improvement plans, which have been filed with the City Engineer and are made a part hereof by reference and identified as Exhibit "B" ("Improvement Plans"). SUBDIVIDER has requested that the CITY accept and approve the Final Map and the dedications delineated and shown on the Final Map for the use and purposes specified thereon, and otherwise approve the Final Map in order that the same may be recorded as required by law.

B. The CITY requires as a condition precedent to the acceptance and approval of the Final Map, the dedication of such streets and easements as are delineated and shown on the Final Map, and deems the same as necessary for the public use, and requires that any and all streets and easements delineated and shown thereon shall be improved by the construction thereon and the installation therein of the improvements specified herein.

C. Certain public improvements are required to be made by SUBDIVIDER in accordance with the approved tentative map of the SUBDIVISION. Section 66462 of the California Government Code provides, as a condition precedent to the approval of the Final Map, that the City Council shall require the SUBDIVIDER to enter into an agreement to complete said public improvements.

Attachment: Tract 927 - Subdivision Agreement (PW: Tract No. 927 Final Map, Subdivision Agreement and LAD Restructure)

D. Chapter 16.24.070 of the Hanford Municipal Code requires the SUBDIVIDER to enter into an agreement with the CITY to perform and complete the work and matters as hereinafter described in this Agreement, in conformance with Sections 16.24.010 through 16.24.120, inclusive of the Hanford Municipal Code, which Sections by reference are incorporated into this Agreement and made a part hereof.

NOW THEREFORE, it is hereby agreed as follows:

1. Improvements.

SUBDIVIDER shall complete all required public improvements in the Subdivision as identified in Exhibit "B" of this Agreement (collectively "IMPROVEMENTS") and in accordance with all of the requirements and standards as set forth in the approval or conditional approval of the Tentative Map of the SUBDIVISION, the Hanford Municipal Code, all applicable laws, codes and regulations and the terms and conditions of this Agreement. In accordance with Section 16.24.110 of the Hanford Municipal Code, all of the Improvements shall be completed no later than two (2) years from the date of approval of this Agreement by the City of Hanford. A request to extend the time for completion of the Improvements must be in written form and received by the CITY not less than thirty (30) days prior to expiration of this Agreement and shall include facts in support of the request for such extension of time. Only the City shall have the authority to extend such time period. The extension period shall not exceed twelve (12) months.

Within thirty (30) days after the SUBDIVIDER notifies the City Engineer that the required work has been completed, the City Engineer shall inspect such work, and if such work has been performed in the required manner and in accordance with this Agreement, the Final Map, the Hanford Municipal Code and all other applicable laws, codes and regulations, the City Engineer shall advise the City Council that the public improvements are ready for acceptance by the CITY.

2. Inspection.

The CITY shall inspect all work in accordance with Section 16.24.100 of the Hanford Municipal Code including the SUBDIVIDER'S conformance with CITY Standards and

Specifications and any and all conditions, standards or requirements identified at the preconstruction conference held prior to commencing construction.

CITY shall schedule a preliminary final inspection and a deficiency list shall be compiled and submitted to the SUBDIVIDER for correction. Upon completion of all corrections or additional work as outlined by the deficiency list, the SUBDIVIDER shall certify in writing that all corrections have been completed and request a final inspection. Upon finding that all items have been corrected and upon receipt of as-built improvement plans, the Improvements may be provisionally accepted by the CITY pending approval of the final map and subdivision agreement for Tract No. 927, by the City Council.

The completion of corrections indicated by the deficiency list shall not relieve the SUBDIVIDER from the responsibility of correcting any deficiency not shown on the list that may be subsequently discovered. Should the CITY require payment of additional engineering and inspection fees and costs for improvements constructed after the stated date of completion, the SUBDIVIDER must pay said additional fees and costs prior to acceptance by the City Council of the IMPROVEMENTS.

3. Costs and Fees.

The SUBDIVIDER shall be responsible for the work, including without limitation, the costs identified in the IMPROVEMENT COST ESTIMATE attached hereto and made a part hereof and identified as Exhibit "C" to this Agreement. SUBDIVIDER agrees to the amount thereof and agrees to pay, when due, all amounts identified therein, including without limitation, all CITY engineering and inspection fees.

4. Security.

SUBDIVIDER agrees to furnish security, which complies with Section 66499 et. seq. of the California Government Code, in such amounts as are fixed by the CITY, to guarantee the faithful performance of this Agreement, including without limitation, the construction of the

IMPROVEMENTS and to guarantee payment to contractors, subcontractors, laborers, material men and other persons employed in the performance of the work under this Agreement. In the sole discretion of the CITY and with the written authorization of the CITY, the sureties provided by the SUBDIVIDER may be released in whole or in part in the following manner:

(a) Faithful performance sureties, not in excess of ninety percent (90%) of the estimated costs of the individual items of public improvements, may be released or the required surety amounts may be reduced as work is satisfactorily completed and tentatively accepted by the CITY.

(b) Forty-five (45) days after recordation of the Notice of Completion for the Subdivision, the sureties securing the payment to contractors and subcontractors and to persons furnishing labor, materials, or equipment may be released if claims, including without limitation, stop notices have not been filed.

(c) Ten percent (10%) of the total faithful performance surety, retained as the public improvement warranty, may be released one year after the Notice of Completion has been recorded. In the alternative, SUBDIVIDER shall provide CITY with new warranty security of not less than ten percent (10%) of the Improvement Cost Estimate identified in Exhibit "C" hereto, which security shall have a term of one (1) year from the date of recordation of the Notice of Completion.

In accordance with Section 16.24.080 of the Hanford Municipal Code, the SUBDIVIDER shall furnish, in writing, proof of adequate security deposit to all utility companies for the installation of electricity, gas, telephone, cable television and any other utility which charges are not part of the Improvement Cost Estimate set forth in Exhibit "C."

No final map shall be signed by the City Engineer or recorded until all improvement securities required by Section 16.24.080 of the Hanford Municipal Code and under this Agreement have been received and approved. The form of securities shall be one or the combination of forms as approved by the CITY.

5. **Liability.**

As a condition precedent and prior to commencement of the work to be performed pursuant to this Agreement, SUBDIVIDER shall furnish the CITY with a certificate of insurance with a separate endorsement evidencing the following insurance coverages:

- (1) **Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than FIVE MILLION AND NO/100 DOLLARS (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TEN MILLION AND NO/100 DOLLARS (\$10,000,000), twice the required occurrence limit.**

- (2) **Automobile Liability: ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than FIVE MILLION AND NO/100 DOLLARS (\$5,000,000) 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 SUBDIVIDER maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by SUBDIVIDER. SUBDIVIDER's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

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

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

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

(1) The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of SUBDIVIDER including materials, parts, or equipment furnished in connection with such work or operations; products used by SUBDIVIDER; or automobiles owned, leased, hired or borrowed by SUBDIVIDER. General

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

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

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

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

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

e. SUBDIVIDER hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of SUBDIVIDER may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of

any loss under such insurance. SUBDIVIDER 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.

f. The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. Indemnification.

SUBDIVIDER hereby agrees to and shall protect, indemnify and hold harmless the CITY and all officials, officers, agents, representatives and employees thereof from and against any and all liability, loss, claims or damages of whatsoever kind or character, including attorneys' fees and costs of all types, to the extent arising out of, or related, directly or indirectly, to the work to be performed pursuant to this Agreement or the acts or omissions of the SUBDIVIDER, SUBDIVIDER's independent contractors, employees, representatives, agents and invitees. These indemnification and hold-harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering such damages, claims, or liability. This indemnification shall be binding upon the SUBDIVIDER whether or not there are any allegations of fault, negligence or liability of the parties indemnified hereunder and shall survive the completion of construction of the IMPROVEMENTS.

SUBDIVIDER agrees that the use of any and all public streets and improvements, which are part of the Subdivision, shall be at all times, prior to the final acceptance by the CITY, the sole and exclusive risk of the SUBDIVIDER.

7. Permits and Compliance.

Should SUBDIVIDER be required to perform any work within any public rights-of-way or easements located beyond the Subdivision limits, SUBDIVIDER shall satisfy any

and all requirements, other than the payment of fees, as necessary to obtain an encroachment permit for said work.

SUBDIVIDER shall make arrangements for the relocation of all overhead and underground public utility facilities that interfere with the construction of the IMPROVEMENTS. The SUBDIVIDER shall be responsible for the full cost of relocating such facilities.

The SUBDIVIDER shall repair any damage to public streets or other public property or improvements resulting from or incidental to, the construction of the Improvements, or in lieu of making such repairs, the SUBDIVIDER shall pay to the CITY the full cost of such repairs.

Building permits for individual lots of the Subdivision will not be issued until all underground utilities are installed within the public right-of-way, the trenches have been backfilled, and an approved all-weather road is constructed for street frontage and access.

No occupancy permit for any dwelling to be constructed within the Subdivision shall be issued until all Improvements are completed and accepted by the City Council.

In accordance with Section 16.24.090 of the Hanford Municipal Code, construction methods and materials for all Improvements shall conform to the Standards and Specifications of the CITY. Construction shall not commence until required Improvement Plans have been approved by the City Engineer and payment of all fees have been received by the CITY.

The IMPROVMENTS shall be constructed in accordance with all applicable street, plumbing, building, electrical and zoning codes and any other codes, rules or regulations of the CITY and the State of California.

The SUBDIVIDER shall require contractors and subcontractors to provide and maintain barricades and warning signs to protect and warn the public of construction hazards. Traffic control shall conform to a traffic control plan approved by the City Engineer. If, in the opinion of the City Engineer, proper barricades and warning signs are not being provided,

the Contractor will be required to immediately stop work until proper traffic control is provided and approved by the City Engineer.

The SUBDIVIDER shall require all contractors and subcontractors to conform to the applicable provisions of the California Occupational Safety and Health Act (“OSHA”). Onsite inspection of the work will be requested of OSHA officials, and all work subject to this Agreement shall immediately stop if, in the opinion of the City Engineer, any such work is being performed in violation of OSHA or when appropriate safety measures are not being utilized for said work.

The SUBDIVIDER and its contractors and subcontractors shall pay for any materials, provisions and other supplies used in, upon, for, or about the performance of the work to be performed hereunder and for any and all work or labor associated therewith and for all amounts due under the Workers’ Compensation and the unemployment insurance acts and all other applicable laws or regulations of the State of California or the United States with respect to such work or labor, including without limitation, as required by Section 3200 of the California Labor Code and Section 4200 of the California Government Code.

8. Scheduling.

It shall be the responsibility of the SUBDIVIDER to coordinate all work performed by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of the CITY be placed in the position of making decisions that are the responsibility of the SUBDIVIDER. It shall further be the responsibility of the SUBDIVIDER to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the SUBDIVIDER to notify the City Engineer may cause delay for which the SUBDIVIDER shall be solely responsible.

9. Soil and Dust Control Provisions.

The SUBDIVIDER is responsible for arrangement for and payment of all CITY-required soil tests at locations as determined by the City Engineer. Payment for said tests shall be made directly by the SUBDIVIDER to the certified testing firm of the SUBDIVIDER's choice. Adequate dust control shall be maintained by the SUBDIVIDER on all streets within and outside of the Subdivision on which work is required to be performed under this Agreement, from the time work is first commenced until all work is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or approved dust palliative with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the Subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets or other areas of the Subdivision, the City Engineer shall give notice to the SUBDIVIDER to comply with the provisions herein, or, at the election of the City Engineer, notice may be mailed to the SUBDIVIDER at his address on file with the City Engineer. If, within twenty-four (24) hours after personal service or within forty-eight (48) hours after mailing of notice, the SUBDIVIDER has not commenced to maintain adequate dust control or at any time thereafter fails to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any street or streets to be sprinkled with water or an approved dust palliative as may be deemed necessary by the City Engineer to eliminate the scattering of dust. Such dust control shall be performed by equipment and personnel of the CITY or by contract as the City Engineer shall determine, and the SUBDIVIDER agrees to pay to CITY, upon receipt of the billing, therefore, the entire cost to the CITY of such dust control.

When the surfacing on any existing street is disturbed, the surfacing shall be immediately replaced with temporary surfacing and permanently paved within fourteen (14) calendar days thereafter. The streets shall be maintained in a safe and passable condition at all times between the commencement of construction of IMPROVEMENTS and final completion thereof.

10. Reimbursement.

If the City Municipal Code provides SUBDIVIDER with the right to receive cash reimbursement or impact fee credit because of the construction of certain improvements or the oversizing thereof, SUBDIVIDER must request payment of the cash reimbursement or preparation of a reimbursement agreement, whichever is applicable, or the impact fee credit prior to the date of final acceptance of all subdivision improvements by the City Council. Such request must be made in writing and received by the City Engineer prior to the date of final acceptance of the IMPROVMENTS by City Council. SUBDIVIDER agrees that should it fail to make such written request by the date identified herein, SUBDIVIDER forever waives its right to request and receive any cash reimbursement, reimbursement agreement or impact fee credit.

11. Prevailing Wage Laws, Rules and Regulations.

SUBDIVIDER shall comply with and shall require all contractors to comply with all prevailing wage laws, rules and regulations applicable to the SUBDIVISION. Unless otherwise advised in writing by the City, SUBDIVIDER shall be solely responsible for making any and all decisions regarding any portion or aspect of the SUBDIVISION including, without limitation, any form of reimbursement by the City to the SUBDIVIDER or any contractor, that will require the payment of prevailing wages. Further, SUBDIVIDER will be solely responsible for the payment of any claims, fines, penalties, reimbursements, payments or any other actions that may be initiated against applicant or any contractor as a result of failure to pay prevailing wages.

SUBDIVIDER shall defend, indemnify and hold harmless the City of Hanford, its officials, officers, employees, representatives, agents and attorneys from and against any and all claims, damages, losses, judgments, liabilities, expenses and other costs, including, without limitation, litigation costs and attorney's fees arising out of, to the extent resulting from any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION. SUBDIVIDERS's obligation to defend, indemnify and

hold the City harmless specifically includes, but is not limited to, any suit or administrative action against the City which claims a violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION.

SUBDIVIDERS's obligations to defend, indemnify and hold the City, its officials, officers, employees, representatives, agents and attorneys harmless as set forth herein, shall include, but shall not be limited to, staff time, copying costs, court costs, the costs of any judgments or awards against the City for damages, losses, litigation costs or attorney fees arising out of any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION and costs of any settlement representing damages, litigation costs and attorney's fees to be paid to other parties arising out of any such proceeding or suit.

The City may, at any time, require the SUBDIVIDER to reimburse the City for costs that have been, or which the City reasonably anticipates will be, incurred by the City during the course of any action. SUBDIVIDER shall reimburse the City within thirty (30) days of receipt of an itemized written invoice from the City for costs actually incurred. Failure of the SUBDIVIDER to timely reimburse the City shall be considered a material violation of the conditions of approval of the SUBDIVISION.

12. Sole and Only Agreement.

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

13. Severability.

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

14. Attorneys' Fees.

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

15. Successors and Assigns.

The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This Agreement shall not be assignable by SUBDIVIDER without the express prior written consent of CITY.

16. Governing Law.

This Agreement shall be construed and governed pursuant to the laws of the State of California.

17. Time of the Essence.

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the
_____ day of _____, 2021.

SUBDIVIDER:

**Lennar Homes of California, Inc.
A California Corporation**

By: _____
Mike Miller, Vice President

CITY OF HANFORD APPROVAL:

By: _____
Johnathan L. Doyel, P.E., P.L.S.
Public Works Director, City of Hanford

ATTEST:

By: _____
Natalie Corral
City Clerk, City of Hanford

EXHIBIT "C"**SUBDIVISION IMPROVEMENT COST ESTIMATE**

In accordance with Section 16.24.080 of the Hanford Municipal Code, estimated construction costs used in this Agreement are increased for projected inflation computed to the estimated mid-point of construction.

**ESTIMATED
CONSTRUCTION COST****Sanitary Sewers**

Construction of sanitary sewer mains, manholes and appurtenances as shown on the approved improvement plans in accordance with City Standards and Specifications.

\$526,683.30**Storm Sewers**

Construction of storm drain mains, manholes, catch basins and disposal facilities as shown on the approved improvement plan in accordance with City Standards.

\$382,735.60**Water System**

Construction of water mains, hydrants, services and appurtenances as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$561,430.00**Curb and Gutter and Other Concrete Construction**

Construction of curb and gutter, sidewalk, wheelchair ramps, drive approaches, valley gutter and other concrete improvements as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$499,045.30**Street Surfacing**

Construct Type "B" asphalt concrete surfacing over Class II aggregate base as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$983,841.30

Street Lighting

Install street lighting as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	<u>\$138,755.00</u>
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Street Barricades

Install street barricades as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	<u>\$ 0.00</u>
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Fencing, Landscaping, and Irrigation System

Construct fencing, block walls and install landscape and irrigation system improvements, misc. as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	<u>\$929,874.40</u>
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Monuments and Lot Markers

Install permanent monuments and lot markers in accordance with City Standards and Specifications.	<u>\$ 24,700.00</u>
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Engineering Services

Engineering, surveying, & geotechnical services associated with Completion of the Subdivision Improvements.	<u>\$138,352.50</u>
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Earthwork Improvements

- | | |
|--|-----------------------|
| • Excavation & Compaction | <u>\$0.00</u> |
| • Subgrade Compaction & Fine Grade | <u>\$503,275.80</u> |
| • Final Lot Grading | <u>\$ 73,283.60</u> |
| • Total Improvements subject to Plan Review & Insp. Fees | <u>\$4,707,986.40</u> |

Private Utilities

- | | |
|--|---------------------|
| • Applicant Install Utilities Onsite Construct | <u>\$880,482.20</u> |
|--|---------------------|

Total Estimated Improvement Cost (To be bonded with Final Map)	<u>\$5,588,468.60</u>
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SECURITY REQUIREMENTS

Performance	<u>\$5,588,468.60</u>
Labor and Materials	<u>\$2,794,234.30</u>
Warranty (Minimum 12-mo. from N.O.C.)	<u>\$558,846.60</u>

City Engineering Plan Review and Inspection Fee Schedule

City Engineering and Inspection Fees are established by Council Resolution No.1902, and are set forth below:

(1) 6% of first	\$ 5,000.00	\$ 300.00
(2) 5% of next	\$ 20,000.00	\$ 1,000.00
(3) 4.5% of next	\$ 75,000.00	\$ 3,375.00
(4) 3.5% of next	\$150,000.00	\$ 5,250.00
(5) 2% over	\$250,000.00	\$ 106,769.38

Total City Engineering Review and Inspection Fee obligation	\$ 116,694.38
Fee balance payable with this Agreement Acct. #001-2010-4937	<u>\$ 116,694.38</u>

NOTE:

- Engineering Plan Review & Inspection Fees are based on estimated cost of Improvements, including all items constructed both prior to & following posting of security.
- Private utility costs are not included in determination of City Engineering Plan Review and Inspection fee calculation.

Note: Additional fees and charges will be payable prior to approval of Final Map and Final Subdivision Agreement by the City Council, including:

Pioneer Union Elementary School District Storm Drain Reimbursement (24.93 Ac @ \$2,498.52/Ac)	<u>\$ 62,288.10</u>
12 th Ave. Sewer Benefit District, Acct. #161-2161-5494 (24.93 Ac @ \$1,734.30/Ac) (Determined at completion of final map review.)	<u>\$ 43,236.10</u>
Street Sign Fee, Acct. #0010-2010-4937 (16 @ \$200.00 Ea.) (Per intersection cost for sign blades furnished by City.)	<u>\$ 3,200.00</u>
Final Map Review Fee, Acct. #001-2010-4937 (Determined at completion of final map review.)	<u>\$ x.xx</u>
Engineering Plan Review & Inspection Fees, Acct. #001-2010-4937	<u>\$116,694.38</u>
Storm Drainage Impact Fees, Acct. #184----5504 (N/A) (Onsite drainage Basin provided, no impact to existing City drainage facilities)	<u>\$ 0.00</u>
Building Dept. block wall plan review fees paid from Acct. #001-2010-4937	<u>\$ x.xx</u>
SUBTOTAL	<u>\$225,418.58</u>
PAID:	<u>\$225,418.58</u>
BALANCE DUE:	<u>\$ 0.00</u>

ATTACHMENT "A"

ENGINEER'S REPORT
ASSESSMENT DISTRICT RESTRUCTURE NO. 15-01-C
(Pursuant to the Landscaping and Lighting Act of 1972)

TRACT NO. 887-SILVER OAKS ADDITION III, UNITS I & II, TRACT NO 922-LENNAR HOMES UNIT I & II, AND TRACT NO. 927-LENNAR HOMES

NOTE: Assessment District Restructure No. 15-01-C is the third modification of Landscape Assessment District No. 15-01.

Johnathan L. Doyel, P.E., P.L.S., Public Works Director/City Engineer and Engineer of Work for the existing Landscape Assessment District No. 15-01, City of Hanford, Kings County, California, makes this report for the inclusion of Assessment District Restructure No. 15-01-C into Landscape Assessment District No. 15-01 as directed by City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements to be constructed and maintained in the District provide special benefits to all of the parcels within the District about and beyond general benefits conferred on parcels located in the District or to the public at large. Specifically, the particular and distinct special benefits include:

1. Reduction of traffic noise level from the street located adjacent to the District;
2. Restriction of unwanted pedestrian access onto the lots and parcels within the District;
3. Enhancement of appearance of the entrance into the subdivision which is included within the District;
4. Reduction of impact of dust and other particulate matter onto the lots and parcels within the District;

The improvements which are the subject of this report are briefly described as follows:

1. Decorative masonry block wall fencing, and landscape & irrigation system improvements located along 13th Avenue, Grangeville Blvd., W. Stagecoach Drive, W. Berkshire Lane, N. Mustang Drive, Devon Street, and Centennial Drive, located adjacent to and within Tract No. 887-Silver Oaks Addition III, Unit I & II, Tract No. 922-Lennar Homes, Unit I & II, and Tract 927-Lennar Homes.
2. The public park located at the south side of W. Berkshire Avenue Fronting Lots 1 through 9 of Tract 887-Silver Oaks Addition III, Unit I & II, and Lots 92 through 94 of Tract 922-Lennar Homes, Unit I.
3. Interior street lighting within Tract 887-Silver Oaks Addition III, Unit I & II, Tract 922-Lennar Homes, Unit I & II, and Tract 927-Lennar Homes.

This report consists of six parts as follows:

Exhibit "A": Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are incorporated herein by reference.

Exhibit "B": An estimate of costs to maintain the improvements.

Exhibit “C”: An assessment of the estimated maintenance costs on each benefited parcel of land within the Assessment District.

Exhibit “D”: A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Exhibit “E”: A list of the names and addresses of the property owners of real property within each assessment district as shown on the last equalized assessment roll for taxes, or known to the Clerk. The list is keyed to Exhibit “C” by assessment number.

ATTACHMENT “A” continued...

Exhibit “F”: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibit “C” by lot number.

Respectfully submitted,

Johnathan L. Doyel, P.E., P.L.S.
Public Works Director
And City Engineer

ENGINEER'S REPORT

ASSESSMENT DISTRICT RESTRUCTURE NO. 15-01-C
(Pursuant to the Landscaping and Lighting Act of 1972)TRACT NO. 887-SILVER OAKS ADDITION III, UNITS I & II, TRACT NO 922-LENNAR HOMES UNIT I
& II, AND TRACT NO. 927-LENNAR HOMES

The undersigned hereby respectfully submits the enclosed Engineer's Report as directed by the City Council.

DATED: _____

Johnathan L. Doyel, P.E., P.L.S.
Public Works Director
And City EngineerI HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessments and Assessment
Diagram thereto attached was filed with me on the _____ day of _____, 20____.Natalie Corral
City of Hanford, City Clerk
Kings County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessments and Assessment
Diagram thereto attached, was approved and confirmed by the City Council of the City of Hanford, California,
on the _____ day of _____, 20____.Natalie Corral
City of Hanford, City Clerk
Kings County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessments and Assessment
Diagram thereto attached, was filed with the County Auditor of the County of Kings on the _____ day of
_____, 20____.Natalie Corral
City of Hanford, City Clerk
Kings County, California

By _____

Attachment: LAD (15-01-C) Engineer Report TR 927 (PW: Tract No. 927 Final Map, Subdivision Agreement and LAD Restructure)

EXHIBIT "A"

ASSESSMENT DISTRICT RESTRUCTURE NO. 15-01-C
(Pursuant to the Landscaping and Lighting Act of 1972)

TRACT NO. 887- SILVER OAKS ADDITION III, UNITS I & II, TRACT NO 922- LENNAR HOMES, UNIT I & II, AND TRACT NO. 927-LENNAR HOMES

NOTE: Assessment District Annexation No. 15-01-C is the third modification of Landscape Assessment District No. 15-01.

Plans and specifications for the improvements are those prepared by Zumwalt-Hansen & Associates and Lennar Homes for the City Engineer. These plans and specifications have been filed separately with the Clerk of the Legislative Body and are incorporated in this report by reference.

EXHIBIT "B"

CITY OF HANFORD
ENGINEER'S REPORTASSESSMENT DISTRICT RESTRUCTURE NO. 15-01-C
FISCAL YEAR 2020-2021

ESTIMATED ASSESSMENTS

TRACT NO. 887-SILVER OAKS ADDITION III, UNITS I & II, TRACT NO 922-LENNAR HOMES, UNIT I
& II, AND TRACT NO. 927-LENNAR HOMES

ITEM NO.	DESCRIPTION	FY 2020-2021 ESTIMATE UNITS	RATE	AMOUNT
A. MAINTENANCE COSTS				
1.	Landscape and Irrigation System along 13 th Avenue, Grangeville Blvd, Stagecoach Drive, W. Berkshire Lane, W. Bristol Avenue, Centennial Drive, Devon Street, North Mustang Drive, and Park on Berkshire Ave (Labor and Materials)	412,396 SF ±	\$ 0.3/SF	\$123,718.80
2.	Decorative Block Walls along W. 13 th Avenue, Grangeville Blvd, Stagecoach Drive, W. Berkshire, W. Bristol Avenue, Centennial Drive, and Devon Street (Labor and Materials)	12,232 LF ±	\$ 0.50/LF	\$ 6,116.00
3.	Water Usage (\$150/mo./Service x 12 = \$1800.00/Service)	Seven services	\$ 420.00/ea	\$ 2,940.00
4.	Electricity Usage (\$30/mo./Meter x 12 = \$360.00/Meter)	Four meters	\$ 360.00/ea	\$ 1,440.00
5.	Street Light Usage (\$12/Lt./Mo. x 12 = \$144.00/Lt./Yr.)	94 St. Lights	\$ 156.00/Lt./Yr	\$ 14,664.00
B. INCIDENTAL COSTS/FORMATION COSTS				
1.	Staff Preparation of Documents		\$ 325.00	\$ 325.00
2.	Collection of Assessment		\$ 121.00	\$ 121.00
TOTAL ANNUAL SUBDIVISION ASSESSMENT AMOUNT				<u>\$149,324.80</u>

Attachment: LAD (15-01-C) Engineer Report TR 927 (PW: Tract No. 927 Final Map, Subdivision Agreement and LAD Restructure)

TRACT NO. 887- SILVER OAKS ADDITION III
LOTS 1 THROUGH 141, TRACT 922- LENNAR HOMES
LOTS 1 THROUGH 194 AND TRACT 927-LENNAR HOMES
LOTS 1 THROUGH 133 SHALL BE ASSESSED:

\$ 319.07

C. ADJUSTMENT FOR INFLATION IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53739(b)(1).

The Annual Total Subdivision Assessment Amount will be adjusted for inflation on an annual basis in accordance with the following formula:

Commencing with the calendar year 2021-2022, and January 1 of each calendar year (“Adjustment Date”) thereafter during the life of the District, the Total Annual Subdivision Assessment Amount for the next fiscal year shall be an amount equal to the greater of:

- (i) the Total Annual Subdivision Assessment amount in effect immediately prior to the Adjustment Date, or
- (ii) the product obtained by multiplying the Total Annual Subdivision Assessment in effect immediately prior to the Adjustment Date by a fraction, the numerator of which is the Index published nearest but prior to the Adjustment Date and the denominator of which is the Index published nearest but prior to January 1 of the first year the Subdivision Assessment became effective.

The term “Index” means the Consumer Price Index for Urban Wage Earners and Clerical Workers, San Francisco-Oakland-San Jose Consolidated Statistical Area, 1982-1984, equals 100, published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics revises the Index, the Bureau of Labor Statistics will be the sole judge of the comparability of successive indexes, but if that agency fails to supply indexes that it deems comparable or if no succeeding index is published, the City shall determine an appropriate alternative published price index.

EXHIBIT "C"

ASSESSMENT ROLL AND
ESTIMATED ASSESSMENTS

TRACT NO. 887-SILVER OAKS ADDITION III, UNITS I & II, TRACT NO 922-LENNAR HOMES, UNIT I
& II, AND TRACT NO. 927-LENNAR HOMES

ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT	PROPERTY DESCRIPTION OR ASSESSOR PARCEL NUMBER
1 Through 79	\$319.07	Lot 1 through 79, Tract 887, Unit I
80 Through 141	\$319.07	Lot 80 through 141, Tract 887, Unit II
142 Through 236	\$319.07	Lot 1 through 95, Tract 922, Unit I
237 Through 335	\$319.07	Lot 96 Through 194, Tract 922 Unit II
336 Through 468	\$319.07	Lots 1 Through 133, Tract 927

Total Assessment: \$ 149,324.80

* NOTE: Assessment amount for 1 Thru 335 have been previously included in Landscape Assessment District No. 15-01 (Tract No. 887- Silver Oaks Addition III, Unit I & II, and Tract 922- Lennar Homes, Unit I & II).

EXHIBIT "D"

METHOD OF APPORTIONMENT OF ASSESSMENT

ASSESSMENT DISTRICT RESTRUCTURE NO. 15-01-C
(Pursuant to the Landscaping and Lighting Act of 1972)

TRACT NO. 887-SILVER OAKS ADDITION III, UNITS I & II, TRACT NO 922-LENNAR HOMES, UNIT I & II, AND TRACT NO. 927-LENNAR HOMES

NOTE: Assessment District Restructure No. 15-01-C is the third modification of Landscape Assessment District No. 15-01.

The method of apportionment of Landscape Assessment District 15-01 maintenance costs is as follows:

100% of the maintenance costs divided equally between Lots 1 through 468 of Tract 887- Silver Oaks Addition III, Units I & II, Tract 922- Lennar Homes, Unit I & II, and Tract 927-Lennar Homes

EXHIBIT "E"

PROPERTY OWNERS LIST

ASSESSMENT DISTRICT RESTRUCTURE NO. 15-01-C

TRACT NO. 887-SILVER OAKS ADDITION III, UNITS I & II, TRACT NO 922-LENNAR HOMES, UNIT I & II, AND TRACT NO. 927-LENNAR HOMES

ASSESSMENT NUMBERS	PROPERTY DESCRIPTIONS	OWNERS NAME AND ADDRESS
1 through 79	009030144000	CITY OF HANFORD 315 N DOUTY ST HANFORD CA 93230
	009370022000	ANDERSON, GERALD 2341 W BRISTOL LN HANFORD CA 93230
	009370021000	STREETER, WYATT E & STACY L H/W 2346 W QUEENS WAY HANFORD CA 93230
	009370023000	WILDES, JOSHUA A & ALBA A H/W 2333 W BRISTOL LN HANFORD CA 93230
	009370024000	WARE, CHRISTOPHER L & LOREEN T H/W 2325 W BRISTOL LN HANFORD CA 93230
	009370020000	AGUILERA, SABINO SUAREZ JR 2338 W QUEENS WAY HANFOR CA 93230
	009370019000	HORN, ALVIN R 50% 2330 W QUEENS WAY HANFORD CA 93230
	009370018000	WHARTON, BYRON W II &= ARAHBELLA H/W 2314 W QUEENS WAY HANFORD CA 93230
	009370025000	FRANCISCO, EFREN G & MARIA C H/W 2309 W BRISTOL LN HANFORD CA 93230

Attachment: LAD (15-01-C) Engineer Report TR 927 (PW: Tract No. 927 Final Map, Subdivision Agreement and LAD Restructure)

009370017000	GILLETTE, KYLE 2306 W QUEENS WAY HANFORD CA 93230
009370026000	WYAND, KEENAN & MELINDA H/W 2301 W BRISTOL LN HANFORD CA 93230
009370016000	MOTLEY, DAVID & KAREN LIVING TRUST 5075 SCHILLING AVE RIVERDALE CA 93656
009370027000	COLEGROVE, ELIZABETH S 1004 COMMERCIAL AVE #475 ANACORTES WA 98221
009370015000	DUENAS, ERWIN F & ANA K H/W 2282 W QUEENS WAY HANFORD CA 93230
009370028000	RENTERIA, ANTONIO & ROSARIO H/W 2277 W BRISTOL LN HANFORD CA 93230
009370014000	BRUNK, DANIEL K & CHRISTINA R H/W 2274 W QUEENS WAY HANFORD CA 93230
009370029000	NGUYEN, VU DUY LE 2269 W BRISTOL LN HANFORD CA 93230
009370013000	SANTOS, DAVID J & VIVIAN L H/W 2266 W QUEENS WAY HANFORD CA 93230
009370012000	LAMASCUS, JUSTIN 12239 HIGHGATE DR RANCHO CUCAMONGA CA 91739
009370030000	BENNETT, JEAN V 308 BRIARWICK CT MILLERSVILLE MD 21108
009370031000	ZIMMERMAN, CALLI MICHELLE 2253 W BRISTOL LN HANFORD CA 93230

009370032000	HUERTA, NICHOLAS A 2245 W BRISTOL LN HANFORD CA 93230
009370033000	GARCIA, RICHARD J JR & SANDRA E H/W 2237 W BRISTOL AVE HANFORD CA 93230
009370034000	GONZALEZ, ISAAC & RAQUEL H H/W 2229 W BRISTOL LN HANFORD CA 93230
009370035000	MENDES, MARIA F & FRANCISCO B W/H 2221 W BRISTOL LN HANFORD, CA 93230
009370036000	SEDZMAK, ANDREA ANN 2213 BRISTOL LN HANFORD CA 93230
009370011000	TELIHA, MAURICE S & ANNA L H/W 2255 W QUEENS WAY HANFORD CA 93230
009370010000	STEVENS, TABITHA 2263 W QUEENS WAY HANFORD CA 93230
009370009000	FIGUEROA, HARRY & CHRISTY M H/W 2271 W QUEENS WAY HANFORD CA 93230
009370008000	LUIS, AGUINAGA & MINERVA I H/W 2279 W QUEENS WAY HANFORD CA 93230
009370007000	CASTILLO, RACHEL B & ROGER P W/H 2287 W QUEENS WAY HANFORD CA 93230
009370006000	JOHNSON, TRAVIS & STACIE H/W 2303 W QUEENS WAY HANFORD CA 93230
009370005000	QUINTERO, YOLANDA 50% 2311 W QUEENS WAY HANFORD CA 93230

009370004000	COLEGROVE, BRENNIN S 1004 COMMERCIAL AVE #475 ANACORTES WA 98221
009370003000	SOLFELT, DANIEL 2327 W QUEENS WAY HANFORD CA 93230
009370002000	BICKFORD, ANNAMARIE E 50% 2335 W QUEENS WAY HANFORD CA 93230
009370001000	WHISENANT, TIMOTHY A & LAUREN E H/W 2343 W QUEENS WAY HANFORD CA 93230
009370079000	COMBADO, KYLE E & EMILY JH/W 2350 W ANDREW LN HANFORD CA 93230
009370043000	VOYLES, KELLY C & TERESA K H/W 2304 W BRISTOL LN HANFORD CA 93230
009370078000	SCHULLER, DOUGLAS ALAN JR 2334 W ANDREW LN HANFORD CA 93230
009370066000	TAHIM, JASPINDER 2025 MADELINE DR HANFORD CA 93230
009370065000	DIAS, DIANNE 2013 MADELINE DR HANFORD CA 93230
009370064000	POLNASZEK, JOSEPH & CAITLIN H/W 1999 MADELINE DR HANFORD CA 93230
009370063000	STAPLES, ANDREW J 1987 MADELINE DR HANFORD CA 93230
009370062000	MALABANAN, AMOR & ESPERDION SW/H 1975 MADELINE DR HANFORD CA 93230

009370061000	HERRERO, JORGE D & BERENICE V H/W 1963 MADELINE DR HANFORD CA 93230
009370067000	SENHOLTZ, KENNETH L & GENEBETH C H/W 2238 W ANDREW LN HANFORD CA 93230
009370068000	RIOS, GUADALUPE VILLEGAS 50% 2246 W ANDREW LN HANFORD CA 93230
009370069000	TRAN, BYRON M 2254 W ANDREW LN HANFORD CA 93230
009370070000	CURNOW, GENE F & SUSAN M H/W 2262 W ANDREW LN HANFORD CA 93230
009370071000	DIAZ, FAUSTINO JR 2270 W ANDREW LN HANFORD CA 93230
009370072000	GLEASON, ALEXANDER R & TANYA MARTINEZ H/W 2278 W ANDREW LN HANFORD CA 93230
009370073000	JOYCE, ELIZABETH 2286 W ANDREW LN HANFORD CA 93230
009370074000	HALL, JAMES C & KRISTI L H/W 2294 W ANDREW LN HANFORD CA 93230
009370075000	GOMEZ, CARLOS & TIFFANY H/W 2310 W ANDREW LN HANFORD CA 93230
009370076000	SMITH, PAULETTE S & JOHN L STUBBS III W/H 2318 W ANDREW LN HANFORD CA 93230
009370077000	STEWART, DYLAN & RAMEE H/W 2326 W ANDREW LN HANFORD CA 93230

009370042000	AYALA FAMILY TRUST OF 2018 C/O ROSA TAFOLLA, SUCCESSOR TRUSTEE 2107 LARK AVE VISALIA CA 93291
009370055000	EVERHART, JASON A & JESSICA M H/W 2283 W ANDREW LN HANFORD CA 93230
009370041000	TUBILLO, MURIEL E & CAROLYN M H/W 2272 W BRISTOL LN HANFORD CA 93230
009370056000	DAVIS, BRANDY R & JOSHUA A W/H 2275 W ANDREW LN HANFORD CA 93230
009370040000	MORENO, JAIME P & CLAUDIA M H/W 2264 W BRISTOL LN HANFORD CA 93230
009370057000	HOLMES, CLAYTON W & STACIE C H/W 2267 W ANDREW LN HANFORD CA 93230
009370039000	DE LOZA, ARMANDO JR & JANICE M H/W 2256 W BRISTOL LN HANFORD CA 93230
009370060000	KENNEDY, MARC J & KRISTEN R H/W 2243 W ANDREW LN HANFORD CA 93230
009370049000	LEWIS, AMANDA L & RYAN J W/H 2347 W ANDREW LN HANFORD CA 93230
009370048000	ERICKSON, SAMANTHA A 2344 W BRISTOL LN HANFORD CA 93230
009370050000	BUGTONG, ALELI BLAZA 2339 W ANDREW LN HANFORD CA 93230

009370047000	YAHNE, ROBERT J & MARY P H/W 2336 W BRISTOL LN HANFORD CA 93230
009370051000	PERKINS, DAVID W & JAMIE M H/W P O BOX 149 HANFORD CA 93232
009370046000	HERON, DIRK & SUSAN G H/W 2328 W BRISTOL LN HANFORD CA 93230
009370052000	DAWSON, BROOKE A & MATTHEW C W/H 2323 W ANDREW LN HANFORD CA 93230
009370045000	LAURIEL, CHRISTOPHER E & CHRISTINE O T HW 2320 W BRISTOL LN HANFORD CA 93230
009370053000	ISQUIERDO, DANIEL O & VANESA J P H/W 2315 W ANDREW LN HANFORD CA 93230
009370054000	AVINA, PAT & VANESSA S H/W 2307 W ANDREW LN HANFORD CA 93230
009370044000	HAKKER, JOHANNA T LIVING TRUST 12567 IDAHO AVE HANFORD CA 93230
009370058000	COELHO, KEVIN & JENNY H/W 2259 W ANDREW LN HANFORD CA 93230
009370038000	TULLIS, JOSEPH R III & ELIZABETH S H/W 2248 W BRISTOL LN HANFORD CA 93230
009370059000	AVILA, ABEL ALFRED JR & SHIRLEY A H/W 2251 W ANDREW LN HANFORD CA 93230
009370037000	JOHNSON, JAMES C & RAOME M H/W 2240 W BRISTOL LN HANFORD CA 93230

80 through 141	009410023000	RAGSDALE, MICHAEL & VALARIE H/W 2328 W HEATHER LN HANFORD CA 93230
	009410009000	COELHO, FERNANDA L & JOAQUIM W/H 2287 W HEATHER LN HANFORD CA 93230
	009410016000	JURADO, CAROLINA & SANTIAGO JR W/H 2260 W HEATHER LN HANFORD CA 93230
	009410033000	PUTNAM, BRADLEY D & AMANDA M H/W 2301 W MALLARD WAY HANFORD CA 93230
	009410019000	BETTS, JOHN T & AMANDA H/W 2296 W HEATHER LN HANFORD CA 93230
	009410029000	CHANEY, MICHAEL B & KIRBY L H/W 2333 W MALLARD WAY HANFORD CA 93230
	009410037000	SERBENT, BRIAN JAMES 2257 W MALLARD WAY HANFORD CA 93230
	009410024000	ALLEN, KIRK E & REBECCA R H/W 2336 W HEATHER LN HANFORD CA 93230
	009410011000	DANLEY, STEVEN S & FRANCISCA S STAR H/W 2263 W HEATHER LN HANFORD CA 93230
	009410005000	BANKSTON, JOSHUA K & TABETHA I H/W 2323 W HEATHER LN HANFORD CA 93230
	900410028000	FORCE, JAMES C & MARISSA D H/W 2341 W MALLARD WAY HANFORD CA 93230

009410015000	JOHNSTON, KELLI LYNN & RICHARD AARON W/H 2248 W HEATHER LN HANFORD CA 93230
009410030000	ESCAMILLA, FRANCISCO & THERESA M H/W 2325 W MALLARD WAY HANFORD CA 93230
009410020000	BLOWERS, BRENDA C & KELLEY V W/H 2304 W HEATHER LN HANFORD CA 93230
009410025000	COPELAND, DOMINIQUE L & CATHERINE P H/W 2344 W HEATHER LN HANFORD CA 93230
009410036000	HENDRICKSON, VANESSA C 50% 2269 W MALLARD WAY HANFORD CA 93230
009410012000	BAIRSTOW, LOT AARON & JUANITA H/W 2251 W HEATHER LN HANFORD CA 93230
009410006000	GONZALEZ, RAMON MEDINA & MARIA E V M H/W 2315 W HEATHER LN HANFORD CA 93230
009410039000	FELIX, ENRIQUE CARBAJAL & MARIA G H/W 2233 W MALLARD WAY HANFORD CA 93230
009410031000	SHAKESPEARE, JILL D & DAVID S W/H 2317 W MALLARD WAY HANFORD CA 93230
009410021000	JEFF, JIMMIE WILFRED IV & HAYLEE B H/W 2312 W HEATHER LN HANFORD CA 93230

009410002000	KAMARA, ALPHA & ZAINAB D JALLOH H/W 2347 W HEATHER LN HANFORD CA 93230
009410035000	MATA, MARY H 2281 W MALLARD WAY HANFORD CA 93230
009410013000	BAKKER, CASSANDRA M & LEONARD A II W/H 2239 W HEATHER LN HANFORD CA 93230
009410007000	FORCE, ELAINE GREELEY 2307 W HEATHER LN HANFORD CA 93230
009410018000	O'TOOLE, BRIAN JAMES & TARA ELISE H/W 2284 W HEATHER LN HANFORD CA 93230
009410022000	WARCHOL, ANDREW T & MEGAN M H/W 2320 W HEATHER LN HANFORD CA 93230
009410032000	FRANCISCO, MARK J C & PAMELA E H/W 2309 W MALLARD WAY HANFORD CA 93230
009410003000	GRZECH, JACOB A & RACHEL C H/W 2339 W HEATHER LN HANFORD CA 93230
009410034000	QAZZAZ, MOHAMMED A & FAWZIYA M ALI H/W 2293 W MALLARD AVE HANFORD CA 93230
009410017000	LACOSSE, ANDREW 2272 W HEATHER LN HANFORD CA 93230
009410014000	LE, CLEO 2236 W HEATHER LN HANFORD CA 93230

009410008000	HYSLOP, JAY G & VANESSA A H/W 2299 W HEATHER LN HANFORD CA 93230
009410038000	BARRAZA, ALDO 50% 41821 25TH AVE KETTLEMAN CITY CA 93239
009410010000	CRUZ, MARIA V A & ROBIN R W/H 2275 W HEATHER LN HANFORD CA 93230
009410004000	SIZEMORE, JAMES E JR & KRISTINA A H/W 2331 W HEATHER LN HANFORD CA 93230
009410058000	ALMEROOD, MEGAN J & STEVEN R W/H 2326 W MALLARD WAY HANFORD CA 93230
009410061000	DIAS, FRANK W LIVING TRUST C/O FRANK W DIAS TRUSTEE 2444 KAREN DR #6 SANTA CLARA CA 95050
009410057000	SCHULTE, JASON A & KORIE D H/W 2318 W MALLARD WAY HANFORD CA 93230
009410056000	GHARIBIAN, GAVORG & ABIGAIL H/W 2310 W MALLARD WAY HANFORD CA 93230
009410060000	REED, NICOLESHA Y 2342 W MALLARD WAY HANFORD CA 93230
009410059000	DIVITO, JASON D 2334 W MALLARD WAY HANFORD CA 93230
009410043000	CURD, CHRISTOPHER H & DIANNA N H/W 2057 MADELINE DR HANFORD CA 93230
009410052000	SERPA, MICHAEL A 50% 2258 W MALLARD WAY HANFORD CA 93230

009410053000	ZARATE, SALVADOR B & JAQUELINE LOPEZ H/W 2270 W MALLARD WAY HANFORD CA 93230
009410047000	MURILLO, VICTOR I 2089 MADELINE DR HANFORD CA 93230
009410055000	AMARO, JOHN & SYLVIA P H/W 2294 W MALLARD WAY HANFORD CA 93230
009410046000	HARREL, JASON S & ALLISON R H/W 2081 MADELINE DR HANFORD CA 93230
009410041000	CHHINA, AMARDEEP S & RUMINDERJIT K H/W 2041 MADELINE DR HANFORD CA 93230
009410048000	ELENES, LUIS H & STACY L H/W 2097 MADELINE DR HANFORD CA 93230
009410044000	BOOK, IAN R 2065 MADELINE DR HANFORD CA 93230
009410054000	HARGER, JEFFREY & ELIZABETH CLEIX H/W 2282 W MALLARD WAY HANFORD CA 93230
009410049000	PARTIDA, MIGUEL ANGEL 50% 2222 W MALLARD WAY HANFORD CA 93230
009410045000	OCHOA, EDUARDO & TIRSA S BURCIAGA H/W 2073 MADELINE DR HANFORD CA 93230
009410050000	SSENFUMA, FRANCIS 50% 2234 W MALLARD WAY HANFORD CA 93230
009410042000	BERUMEN, RENE S & MELODY M H/W 2049 MADELINE DR HANFORD CA 93230

009410051000	CHASMAR, CRAIG & BARBARA JEAN H/W 2246 W MALLARD WAY HANFORD CA 93230
009410040000	MCCREARY, BRENT L 2033 MADELINE DR HANFORD CA 93230
009410027000	SMITH, ARTHUR A & JENNIFER H/W 2357 W MALLARD WAY HANFORD CA 93230
009410026000	CAMPOS, ERIC & VICKLY L H/W 2360 W HEATHER LN HANFORD CA 93230
009410001000	DEPPEN, RESEL 2363 W HEATHER LN HANFORD CA 93230
142 through 236	Lots 1 through 95 LENNAR FRESNO 8080 N. PALM AVE FRESNO, CA 93711
237 through 335	Lots 1 through 194 LENNAR FRESNO 8080 N. PALM AVE FRESNO, CA 93711
336 through 468	Lots 1 through 133 LENNAR FRESNO 8080 N. PALM AVE FRESNO, CA 93711

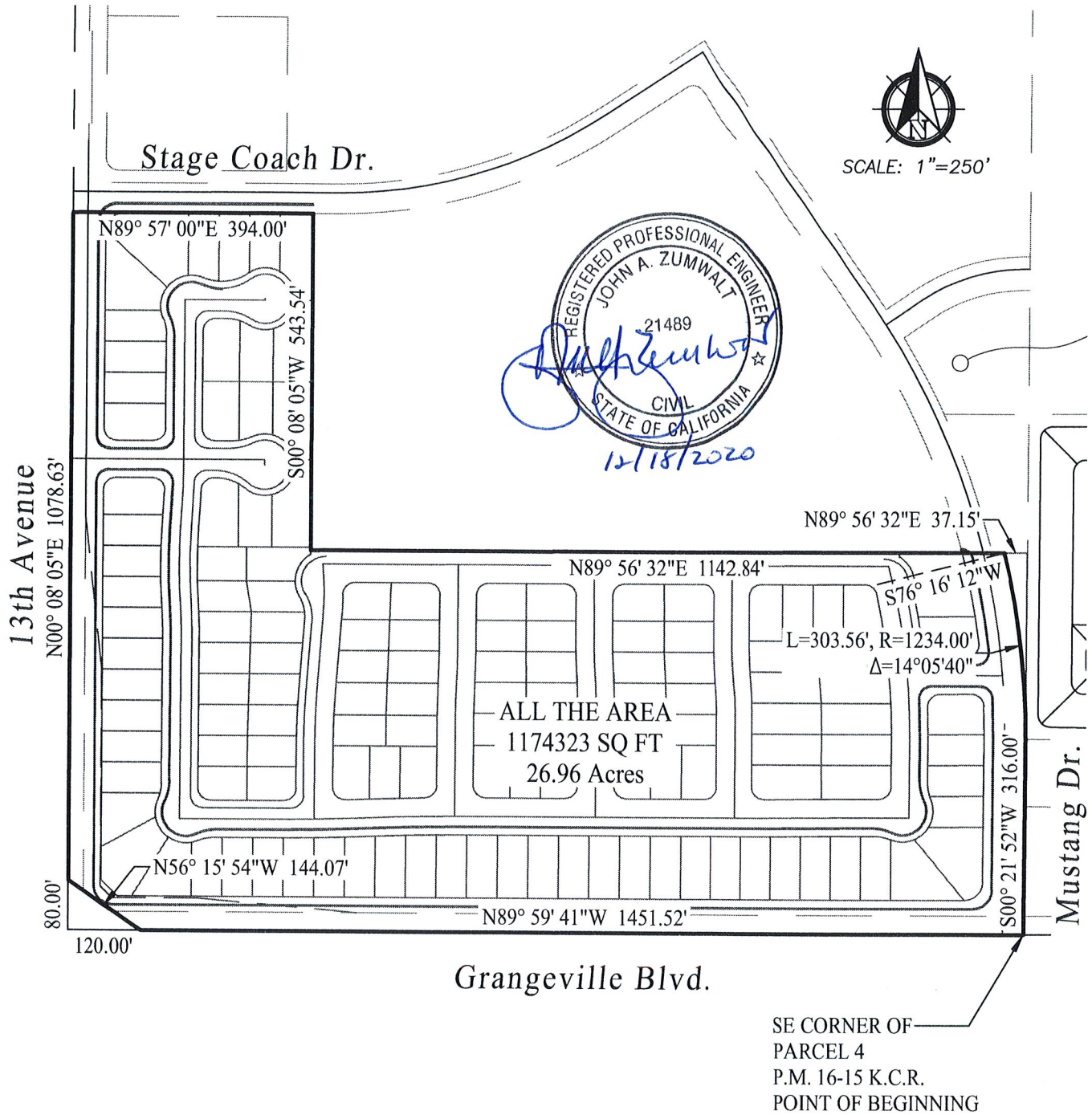
NOTE: * Lots 1 through 141 of Tract No. 887 Unit I & II and Lots 1 through 194 of Tract 922 Unit I & II have been previously included in Landscape Assessment District No. 15-01



Attachment: Tract 927 - Location Map (PW: Tract No. 927 Final Map, Subdivision Agreement and LAD Restructure)

TITLE: LOCATION—MAP	
APPROVED BY: _____	
DRAWN BY: LV	
DATE: 03/09/2021	
JOB No.: TRACT-927	
SHEET 1 OF 1	

EXHIBIT F-1a



Attachment: Tract 927 LAD Exhibits (PW: Tract No. 927 Final Map, Subdivision Agreement and LAD Restructure)

CIVIL ENGINEERS
ZUMWALT
HANSEN &
LAND SURVEYORS

609 N. Irwin St.
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Area to be Assessed
for
Landscape Maintenance District
Tract No. 927

Job No. 0747228
Drawn By: JB
Checked By: AD
Indexed By:
Date: 11/30/2020

Sheet No.

1 of 1

Exhibit F-1

All that portion of the Southwest Quarter of Section 22, Township 18 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, according to the approved government township plats thereof, described as follows:

Beginning at the Southeast Corner of Parcel 4, as shown on a map recorded in Book 16 at Page 15 of Parcel Maps in the Office of the Kings County Recorder, said point of beginning being on the South line of said Southwest Quarter;

Thence North $89^{\circ} 59' 41''$ West, along the South line of said Southwest Quarter, a distance of 1451.52 feet, to a point 120.00 feet Easterly of the Southwest corner of said Southwest Quarter;

Thence North $56^{\circ} 15' 54''$ West, a distance of 144.07 feet, to a point on the West line of said Southwest Quarter, said point being 80.00 feet Northerly of the last said Southwest corner;

Thence North $00^{\circ} 08' 05''$ East, along the West line of said Southwest Quarter, a distance of 1078.63 feet, to a point 68.00 feet, Southerly of the South line of a parcel as adjusted per Lot Line Adjustment No. 03-01 and recorded as document No. 0307109 of O.R. in the office of the Kings County Recorder;

Thence North $89^{\circ} 57' 00''$ East, parallel with 68.00 feet Southerly of the last said South line, a distance of 394.00 feet to a point on the West line of Parcel 3 of Lot Line Adjustment No. 06-04 and recorded as instrument No. 13136 of Official Records;

Thence South $00^{\circ} 08' 05''$ West, parallel with and 394.00 feet, Easterly of the West line of said Southwest Quarter, said line also being the last said West line, a distance of 543.54 feet to a point 17.12 feet Southerly of the North line of Parcel 4, as show on a map recorded in Book 16 at Page 15 of Parcel Maps, in the office of the Kings County Recorder;

Thence North $89^{\circ} 56' 32''$ East, parallel with and 17.12 feet Southerly of last said North line, a distance of 1142.84 feet to a point 37.15 feet Westerly of the East line of said Parcel 4;

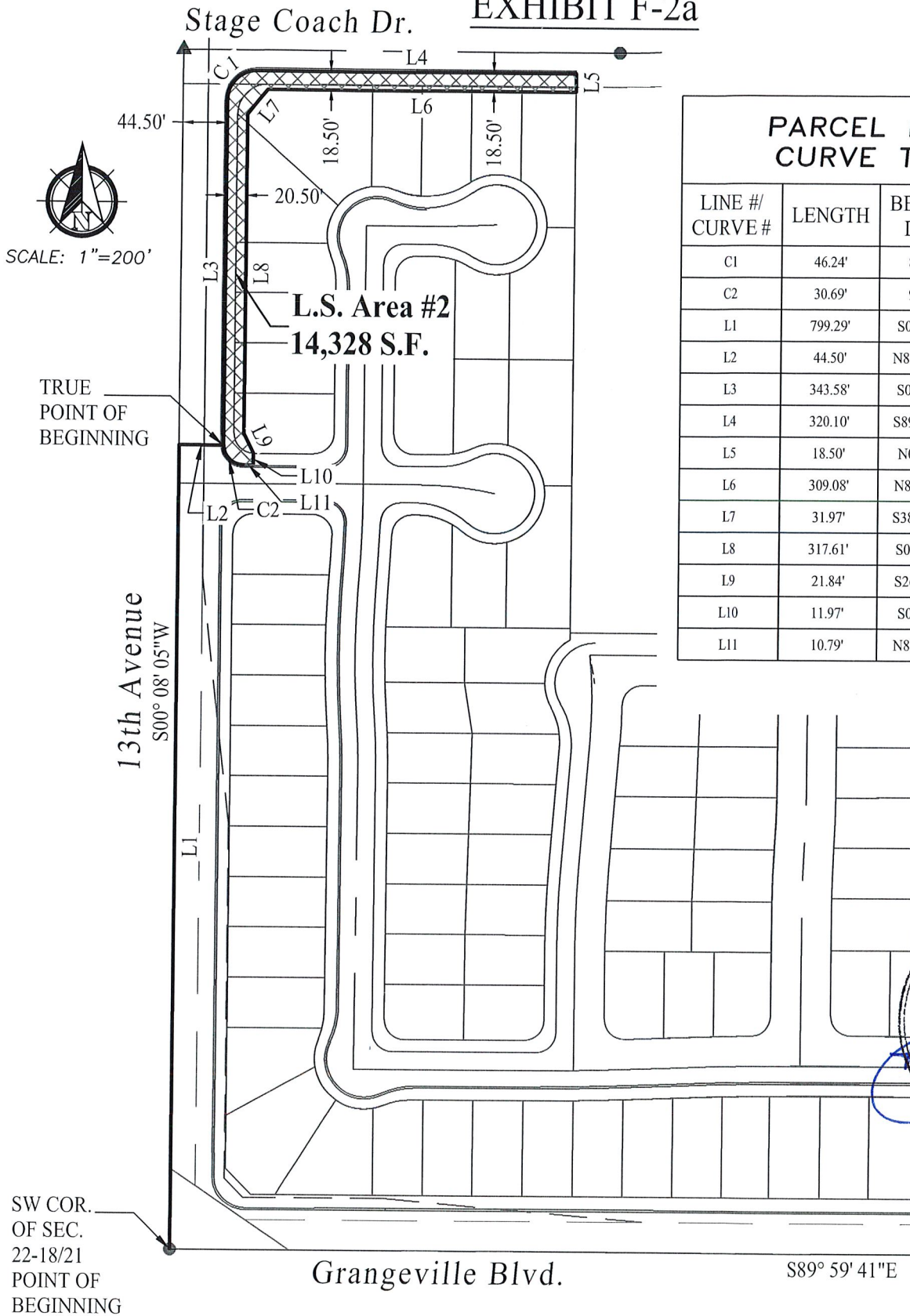
Thence on a curve to the right, concave Westerly, the center point of which bears South $76^{\circ} 16' 12''$ West, with a radius of 1234.00 feet, through a central angle of $14^{\circ} 05' 40''$, an arc length of 303.56 feet, to a point on the East line of said Parcel 4;

Thence South $00^{\circ} 21' 52''$ West, along the last said East line 316.00 feet to the True Point of Beginning.

Containing 26.96 acres, more or less



EXHIBIT F-2a

PARCEL LINE/
CURVE TABLE

LINE #/ CURVE #	LENGTH	BEARING/ DELTA	RADIUS
C1	46.24'	89°48'55"	29.50'
C2	30.69'	90°11'05"	19.50'
L1	799.29'	S0° 08' 05"W	N/A
L2	44.50'	N89° 51' 55"W	N/A
L3	343.58'	S0° 08' 05"W	N/A
L4	320.10'	S89° 57' 00"W	N/A
L5	18.50'	N0° 08' 05"E	N/A
L6	309.08'	N89° 57' 00"E	N/A
L7	31.97'	S38° 40' 55"W	N/A
L8	317.61'	S0° 08' 05"W	N/A
L9	21.84'	S26° 34' 41"E	N/A
L10	11.97'	S0° 03' 00"E	N/A
L11	10.79'	N89° 57' 00"E	N/A



Attachment: Tract 927 LAD Exhibits (PW: Tract No. 927 Final Map, Subdivision Agreement and LAD Restructure)

CIVIL ENGINEERS
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Area to be Maintained
for
Landscape Maintenance District
Tract No. 927

Job No. 0747228
Drawn By: JB
Checked By: AD
Indexed By:
Date: 12/18/2020

Sheet No.

1 of 1

Exhibit F-2

All that portion of the Southwest Quarter of Section 22, Township 18 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, according to the approved government township plats thereof, described as follows:

Beginning at the Southwest Corner of said Southwest Quarter;

Thence North $00^{\circ} 08' 05''$ East, along the West line of said Southwest Quarter, a distance of 799.29 feet;

Thence South $89^{\circ} 51' 55''$ East, a distance of 44.50 feet, to the True Point of Beginning;

Thence North $00^{\circ} 08' 05''$ East, parallel with the last said West line, a distance of 343.58 feet;

Thence on a tangent curve to the right, concave Southeasterly, with a radius of 29.50 feet, through a central angle of $89^{\circ} 48' 55''$, an arc length of 46.24 feet, to a point 54.50 feet Southerly of the South line of a parcel as adjusted per Lot Line Adjustment No. 03-01 and recorded as Document No. 0307109 of Official Records, Kings County Records;

Thence North $89^{\circ} 57' 00''$ East, parallel with the last said South line, a distance of 320.10 feet, to a point on the West line of Parcel 3 of Lot Line Adjustment No. 06-04 and recorded as Instrument No. 13136 of Official Records;

Thence South $00^{\circ} 08' 05''$ West, along the last said West line, a distance of 18.50 feet;

Thence South $89^{\circ} 57' 00''$ West, parallel with and 73.00 feet Southerly of the South line of said Parcel 3 of Lot Line Adjustment No. 03-01, a distance of 309.08 feet;

Thence South $38^{\circ} 40' 55''$ West, a distance of 31.97 feet;

Thence South $00^{\circ} 08' 05''$ West, parallel with and 65.00 feet Easterly of the West line of said Southwest Quarter, a distance of 317.61 feet;

Thence South $26^{\circ} 34' 41''$ East, a distance of 21.84 feet;

Thence South $00^{\circ} 03' 00''$ East, a distance of 10.97 feet;

Thence South $89^{\circ} 57' 00''$ West, a distance of 10.79 feet;

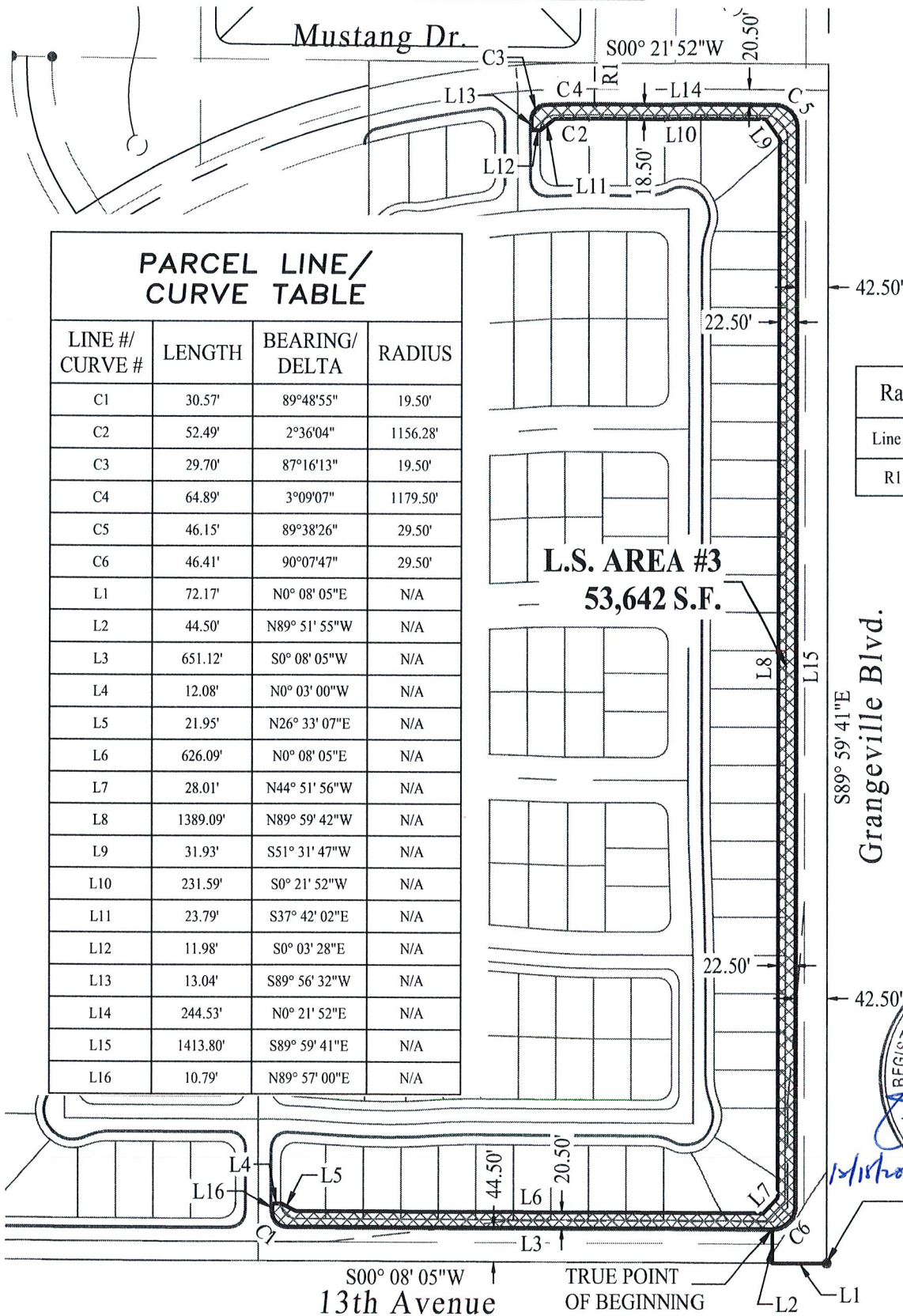
Thence on a tangent curve to the right, concave Northeasterly, with a radius of 19.50 feet, through a central angle of $90^{\circ} 11' 05''$ an arc length of 30.69 feet, to the True Point of Beginning;

Containing 14,328 square feet, more or less.



EXHIBIT F-3a

SCALE: 1"=200'



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Area to be Maintained
for
Landscape Maintenance District
Tract No. 927

Job No. 0747228
Drawn By: JB
Checked By: AD
Indexed By:
Date: 12/16/2020

Sheet No.

1 of 1

Exhibit F-3

All that portion of the Southwest Quarter of Section 22, Township 18 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, according to the approved government township plats thereof, described as follows:

Beginning at the Southwest Corner of said Southwest Quarter;

Thence North $00^{\circ} 08' 05''$ East, along the West line of said Southwest Quarter, a distance of 72.17 feet;

Thence South $89^{\circ} 51' 55''$ East, a distance of 44.50 feet, to the True Point of Beginning;

Thence North $00^{\circ} 08' 05''$ East, parallel with the West line of said Southwest Quarter, a distance of 651.12 feet;

Thence on a tangent curve to the right, concave Southeasterly, with a radius of 19.50 feet, through a central angle of $89^{\circ} 48' 55''$, an arc length of 30.57 feet;

Thence, North $89^{\circ} 57' 00''$ East a distance of 10.79 feet;

Thence South $00^{\circ} 03' 00''$ East a distance of 12.08 feet;

Thence, South $26^{\circ} 33' 07''$ West, a distance of 21.95 feet;

Thence South $00^{\circ} 08' 05''$ West, parallel with and 65.00 feet Easterly of the West line of said Southwest Quarter, a distance of 626.09 feet;

Thence South $44^{\circ} 51' 55''$ West, a distance of 28.01 feet;

Thence South $89^{\circ} 59' 41''$ East, parallel with and 65.00 feet Northerly of the South line of said Southwest Quarter, a distance of 1,389.09 feet;

Thence North $51^{\circ} 31' 47''$ East, a distance of 31.93 feet;

Thence North $00^{\circ} 21' 53''$ East, a distance of 231.59 feet;

Thence on a tangent curve to the left, concave Westerly, with a radius of 1156.28 feet, through a central angle of $02^{\circ} 36' 04''$, an arc length of 52.74 feet;

Thence North $37^{\circ} 42' 02''$ West, a distance of 23.79 feet;

Thence North $00^{\circ} 03' 28''$ West, a distance of 11.98 feet;

Thence North $89^{\circ} 56' 32''$ East, a distance of 13.04 feet;

Thence, on a tangent curve to the right, concave Southwest, with a radius of 19.50 feet, through a central angle of $87^{\circ} 16' 13''$, an arc length of 29.70 feet;

Thence on a tangent curve to the right, concave Westerly, with a radius of 1179.50 feet, through a central angle of $03^{\circ} 09' 07''$, an arc length of 64.89 feet;

Thence on a tangent, South $00^{\circ} 21' 52''$ West, a distance of 244.53 feet;

Thence on a tangent curve to the right, concave Northwesterly, with a radius of 29.50 feet, through a central curve angle of $89^{\circ} 38' 26''$, an arc length of 46.15 feet;

Thence North $89^{\circ} 59' 14''$ West, parallel with and 42.50 feet Northerly of the South line of said Southwest Quarter, a distance of 1,413.80 feet;

Thence on a tangent curve to the right, concave Northeasterly, with a radius of 29.50 feet, through a central angle of $90^{\circ} 07' 47''$, an arc length of 46.41 feet, to the True Point of Beginning;

Containing 53,642 square feet, more or less.

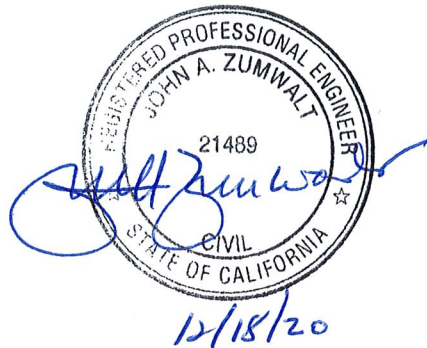
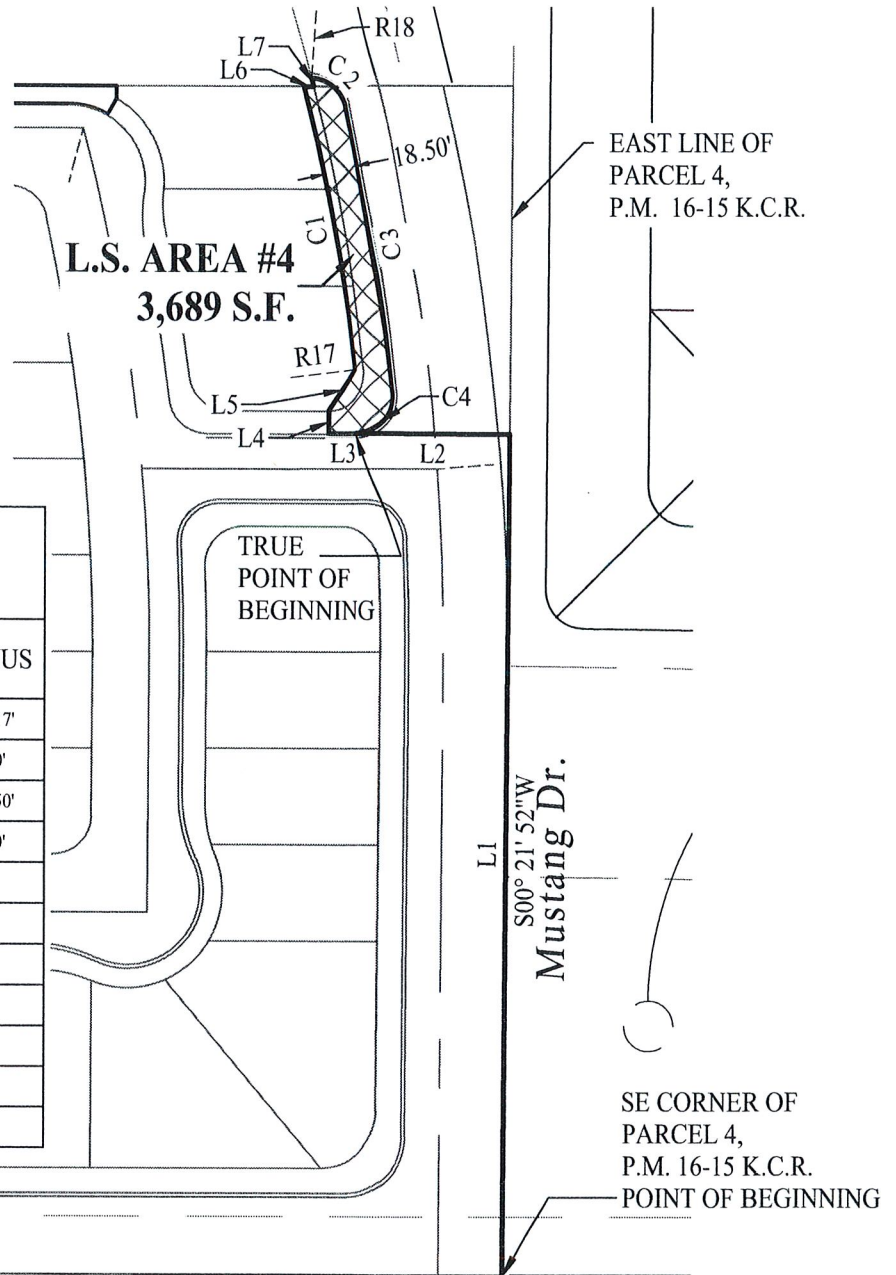


EXHIBIT F-4a



PARCEL LINE/ CURVE TABLE			
LINE #/ CURVE #	LENGTH	BEARING/ DELTA	RADIUS
C1	149.13'	7°21'54"	1160.17'
C2	24.69'	72°32'15"	19.50'
C3	150.26'	7°17'57"	1179.50'
C4	32.84'	96°29'47"	19.50'
L1	436.23'	S0° 21' 52"W	N/A
L2	82.30'	S89° 38' 08"E	N/A
L3	15.14'	S89° 56' 32"W	N/A
L4	12.08'	S0° 03' 28"E	N/A
L5	25.75'	S34° 10' 16"W	N/A
L6	5.12'	S87° 44' 05"W	N/A
L7	4.54'	S14° 39' 21"E	N/A

Radial Line Table	
Line #	Bearing
R17	S82° 45' 52"W
R18	N03° 36' 33"E



SCALE: 1"=150'

Attachment: Tract 927 LAD Exhibits (PW: Tract No. 927 Final Map, Subdivision Agreement and LAD Restructure)

CIVIL ENGINEERS
ZUMWALT
HANSEN &
LAND SURVEYORS

609 N. Irwin St.
 Hanford, CA 93230
 Office: (559) 582-1056
 Fax: (559) 584-4143

**Area to be Maintained
 for
 Landscape Maintenance District
 Tract No. 927**

Job No. 0747228
 Drawn By: JB
 Checked By: AD
 Indexed By:
 Date: 12/17/2020

Sheet No.

1 of 1

Exhibit F-4

All that portion of the Southwest Quarter of Section 22, Township 18 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, according to the approved government township plats thereof, described as follows:

Beginning at the Southeast Corner of Parcel 4, as shown on a map recorded in Book 16 at Page 15 of Parcel Maps in the Office of the Kings County Recorder, said point of beginning being on the South line of said Southwest Quarter;

Thence North $00^{\circ} 21' 52''$ East, along the East line of said Parcel 4, a distance of 436.23 feet;

Thence North $89^{\circ} 38' 08''$ West, a distance of 82.30 feet to the True Point of Beginning;

Thence South $89^{\circ} 56' 32''$ West, a distance of 15.14 feet;

Thence North $00^{\circ} 03' 28''$ West, a distance of 12.08 feet;

Thence North $34^{\circ} 10' 16''$ East, a distance of 25.75 feet;

Thence on a curve to the left, concave Westerly, the center point of which bears South $82^{\circ} 45' 52''$ West, with a radius of 1160.17 feet, through a central angle of $07^{\circ} 21' 54''$, an arc length of 149.13 feet;

Thence North $87^{\circ} 44' 05''$ East, a distance of 5.12 feet;

Thence North $14^{\circ} 39' 21''$ West, a distance of 4.54 feet;

Thence on a curve to the right, concave Southwesterly, the center point of which bears South $03^{\circ} 36' 33''$ West, with a radius of 19.50 feet, through a central angle of $72^{\circ} 32' 15''$, an arc length of 24.69 feet;

Thence on a tangent curve to the right, concave Westerly, with a radius of 1179.50 feet, through a central angle of $07^{\circ} 17' 57''$, an arc length of 150.26 feet;

Thence on a tangent curve to the right, concave Northwest, with a radius of 19.50 feet, through a central angle of $96^{\circ} 29' 47''$, an arc length of 32.84 feet, to the True Point of Beginning;

Containing 3,689 square feet, more or less.

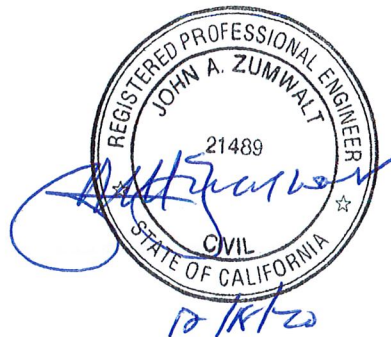
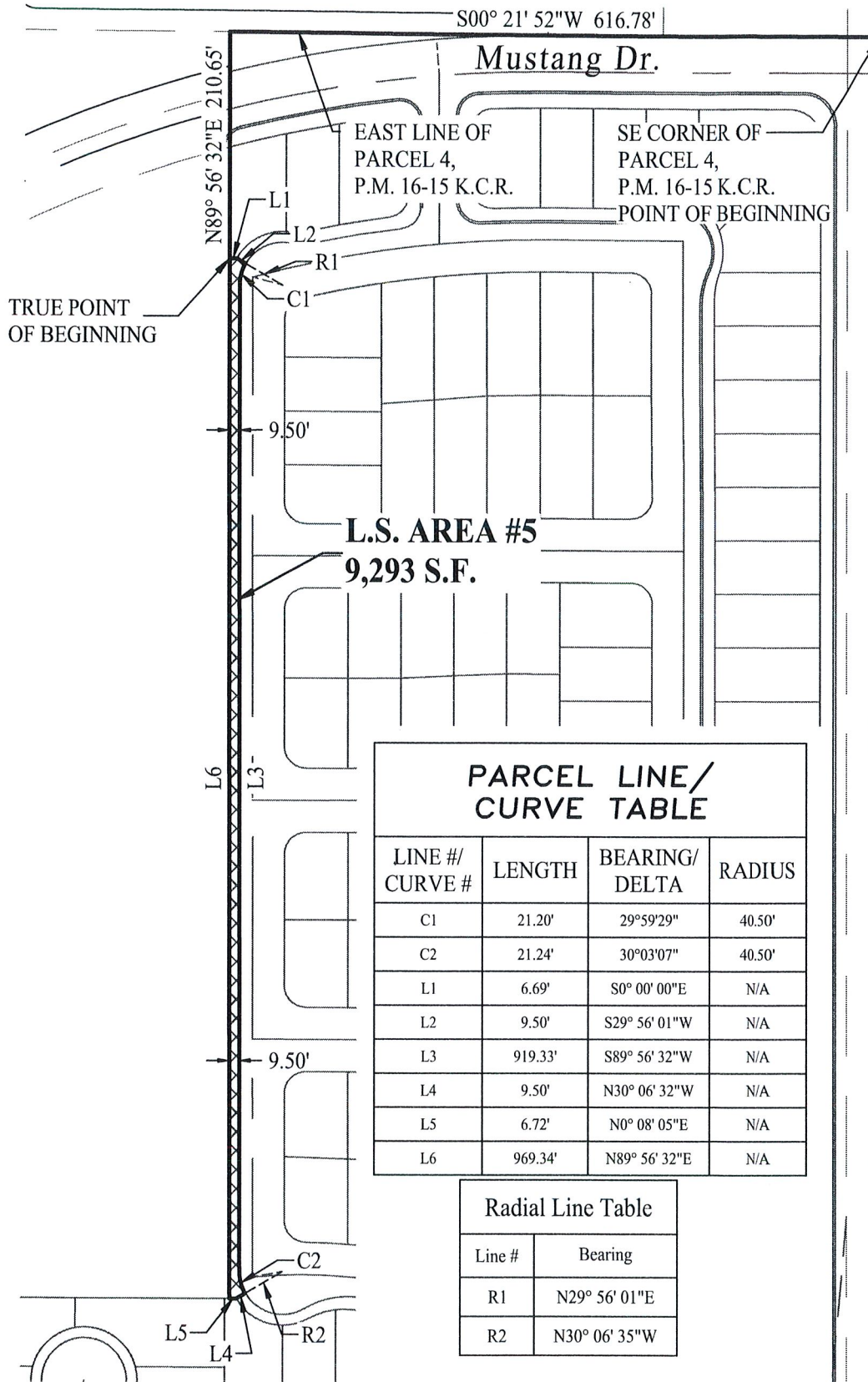
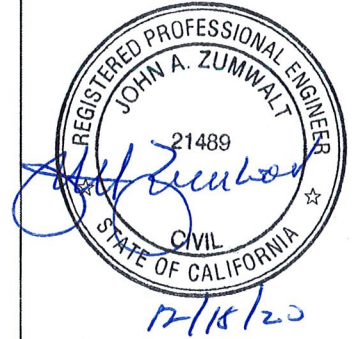


EXHIBIT F-5a



SCALE: 1"=150'



Attachment: Tract 927 LAD Exhibits (PW: Tract No. 927 Final Map, Subdivision Agreement and LAD Restructure)



609 N. Irwin St.
Hanford, CA 93230
Office: (559) 582-1056
Fax: (559) 584-4143

**Area to be Maintained
for
Landscape Maintenance District
Tract No. 927**

Job No. 0747228
Drawn By: JB
Checked By: AD
Indexed By:
Date: 12/17/2020

Sheet No.

1 of 1

Exhibit F-5

All that portion of the Southwest Quarter of Section 22, Township 18 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, according to the approved government township plats thereof, described as follows:

Beginning at the Southeast Corner of Parcel 4, as shown on a map recorded in Book 16 at Page 15 of Parcel Maps in the Office of the Kings County Recorder, said point of beginning being on the South line of said Southwest quarter;

Thence North $00^{\circ} 21' 52''$ East, along the Easterly line of said Parcel 4, a distance of 616.78 feet, to a point of 17.12 feet Southerly of the North line of Parcel 4 as shown on a map recorded in Book 16 at Page 15 of Parcel Maps in the Office of the Kings County Recorder;

Thence South $89^{\circ} 56' 32''$ West, parallel with the North line of said Parcel 4, a distance of 210.65 feet, to the True Point of Beginning;

Thence South, a distance of 6.69 feet;

Thence South $29^{\circ} 56' 01''$ West, a distance of 9.50 feet;

Thence on a curve to the left, concave Southwesterly, with a radius of 40.50 feet, through a central angle of $29^{\circ} 59' 29''$, an arc length of 21.20 feet;

Thence South $89^{\circ} 56' 32''$ West, parallel with and 26.62' Southerly of the North line of said Parcel 4, a distance of 919.33 feet;

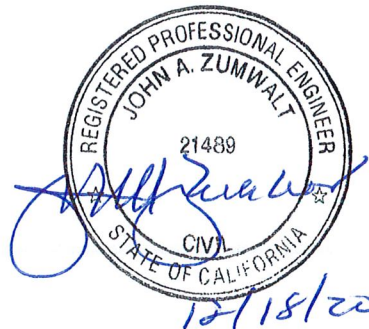
Thence on a tangent curve to the left, concave Southeasterly, with a radius of 40.50 feet, through a central angle of $30^{\circ} 03' 07''$, an arc length of 21.24 feet;

Thence North $30^{\circ} 06' 32''$ West, a distance of 9.50 feet;

Thence North $00^{\circ} 08' 05''$ East, a distance of 6.72 feet, to a point of 17.12 feet Southerly of the South line of said Parcel 4;

Thence North $89^{\circ} 56' 32''$ East, parallel with the last said South line, a distance of 969.34 feet, to the True Point of Beginning;

Containing 9,293 square feet, more or less.



WAIVER OF HEARING NOTICE

* * * * *

The undersigned is an authorized agent of Lennar Homes (Lennar), the developer of County Tract 927 (Tract 927) and the sole owner of the land that comprises Tract 927.

The City of Hanford (City) intends to form an assessment district (District) in accordance with the Landscape and Lighting Act of 1972 and to levy assessments for the future operation, maintenance, repair, replacement, and improvement of landscaping and lighting in and around the boundaries of Tract 927.

Streets & Highways Code Section 22587 requires the Hanford City Council (Council) to adopt a resolution that gives notice of the time and place at which the Council will hold a hearing (Hearing) on the formation of the District and levy of an assessment (Assessment) against each lot comprising Tract 927.

Pursuant to Government Code Section 53753, the City is to mail a Notice of Hearing to all record owners of lots comprising Tract 927 least forty-five (45) days prior to the Hearing.

LENNAR desires for the City to proceed with the formation of the District and levy of the Assessment. As a result, LENNAR hereby waives: (i) the Streets & Highways Code Section 22587 requirement that the Council establish a Hearing date and time by resolution; and (ii) the Government Code Section 53753 requirement that a Notice of Hearing be mailed to LENNAR at least forty-five (45) days prior to the Hearing.

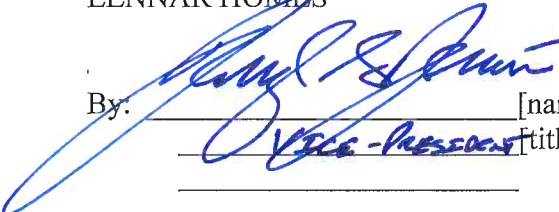
LENNAR understands the following:

1. The City will rely upon this Waiver of Hearing Notice (Waiver), and the Council will hold a Hearing on the annexing additional properties to assessment district No. 15-01 at its May 4, 2021 meeting. The Council meeting will begin at 7:00 p.m. Pacific Time and will occur in the Council Chambers located at 400 N. Douty St., Hanford, CA.
2. LENNAR will receive a ballot, through which LENNAR will have an opportunity to vote for or against the formation of the District and the levy of the Assessment. By executing this Waiver, LENNAR is not obligated to vote in favor of the District's formation or levy of the Assessment.
3. LENNAR may submit its completed ballot to the City and change or withdraw its ballot at any time prior to the conclusion of the public testimony portion of the Hearing.
4. LENNAR may provide testimony to the Council during the Hearing. Such testimony may be consistent with or contrary to the ballot that LENNAR submits to the City.

5. LENNAR is not required by law to execute this Waiver, and, by signing this document, LENNAR voluntarily waives the rights identified above.

LENNAR HOMES

Dated: March 12, 2021

By:  [name]

Vice-President [title]

RECORDING REQUESTED BY:

CITY OF HANFORD

WHEN RECORDED RETURN TO:

CITY CLERK
CITY OF HANFORD
319 North Douty Street
Hanford, California 93230

RESOLUTION NO. 21-09-R

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD
ANNEXING ADDITIONAL PROPERTIES TO ASSESSMENT DISTRICT
NO. 15-01, AND CONFIRMING LEVY AND COLLECTION OF ANNUAL
ASSESSMENTS FOR TRACT NO. 927, LENNAR HOMES SUBDIVISION**

(Assessment District Annexation No. 15-01-C)

At a regular meeting of the City Council of the City of Hanford, duly called and held on March 16, 2021, it was moved by Council Member _____, seconded by Council Member _____, and duly carried that the following resolutions be adopted:

WHEREAS, the City Council of the City of Hanford previously adopted Resolution 15-54-R ordering the formation of Assessment District No. 15-01 ("District"), for Tract No. 927, Lennar Homes Subdivision in the City of Hanford, County of Kings, California;

WHEREAS, the additional territory proposed to be annexed into the District includes properties known as Tract No. 927, Lennar Homes Subdivision, ("Additional Properties");

WHEREAS, the annexation of Additional Properties into the District will provide for maintenance of the following improvements:

- 1 1. Decorative block wall fencing and landscape & irrigation system
2 improvements located along 13th Avenue, N. Mustang Drive and
3 Grangeville located adjacent to and within Tract No. 927.

4 WHEREAS, the owners of all land within the boundaries of the District and the
5 Additional Properties have filed their consent to annexation of the Additional Properties
6 into the District, and have also consented to adoption of the Engineer's Report and the
7 levy of assessments identified therein.
8

9 WHEREAS, the owners of the Additional Properties, including the owners of
10 such lots and parcels as shall be created therefrom, should share in the cost of maintaining
11 the District improvements through payment of District assessments.

12 NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of
13 Hanford hereby orders the annexation of the Additional Properties as shown and
14 described in the Engineer's Report into the District, so that the District henceforth shall
15 include the Additional Properties, including such lots and parcels as shall be created
16 therein, so that the owners thereof shall share in the cost of maintenance of the public
17 improvements located within the District and on the Additional Properties; and,
18

19 RESOLVED FURTHER, that the City Council of the City of Hanford hereby
20 confirms the diagram and assessments for the District contained in the Engineer's Report,
21 and levies such assessments for the Fiscal Year 2020-2021; and,
22

23 RESOLVED FURTHERMORE, commencing with the calendar year 2021-2022,
24 and January 1 of each calendar year ("Adjustment Date") thereafter during the life of the
25 District, the Total Annual Subdivision Assessment amount for the next calendar year shall
26 be an amount equal to the greater of:
27
28

- (i) the Total Annual Subdivision Assessment amount in effect immediately prior to the Adjustment Date; or
- (ii) the product obtained by multiplying the Total Annual Subdivision Assessment in effect immediately prior to the Adjustment Date by a fraction, the numerator of which is the Index published nearest but prior to the Adjustment Date and the denominator of which is the Index published nearest but prior to January 1 of the first year the Subdivision Assessment became effective.

The term "Index" means the Consumer Price Index for Urban Wage Earners and Clerical Worker, San Francisco-Oakland-San Jose Consolidated Statistical Area, 1982-1984, equals 100, published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics revises the Index, the Bureau of Labor Statistics will be the sole judge of the comparability of successive indexes, but if that agency fails to supply indexes that it deems comparable or if no succeeding index is published, the City shall determine an appropriate alternative published price index.

Passed and adopted at a regular meeting of the City Council of the City of Hanford on March 16, 2021, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

FRANCISCO RAMIREZ
MAYOR of the City of Hanford

Attest:

1
2 _____
3 NATALIE CORRAL
4 CITY CLERK

5 STATE OF CALIFORNIA)
6 COUNTY OF KINGS) ss
7 CITY OF HANFORD)

8 I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the
9 foregoing Resolution was duly passed and adopted at a regular meeting of the City
10 Council of the City of Hanford held on the _____ day of _____, 2021.

11 Date: _____

_____ City Clerk



AGENDA STAFF REPORT

MEETING DATE: 3/16/2021	AGENDA SECTION: E
--------------------------------	--------------------------

SUBJECT:

Finance: Quarterly Report and Monthly Investment Transaction Report

RECOMMENDATION:

That Council receive the attached staff report and presentation from the Interim Finance Director regarding the City of Hanford Quarterly Investment Report and Monthly Transaction Report.

BACKGROUND:

See attached staff report

FISCAL IMPACT:

ATTACHMENTS:

Investments 3.16.2021



AGENDA

STAFF REPORT

MEETING DATE: March 16, 2020

AGENDA SECTION: Work Session

TO: Mayor and City Council

FROM: Matthew Kredit, Finance Manager

DATE: March 2, 2021

SUBJECT: Quarterly Report and Monthly Investment Transaction Report

APPROVED
DEPARTMENT HEAD SP
CITY ATTORNEY _____

CITY MANAGER _____

Quarterly Investment Report.

The City has just over \$71 million in investments and cash as of 12/31/20. The detailed investment report is found in Exhibit A, Quarterly Investment Report. The summary is found in Table I, City of Hanford Investment Portfolio.

Table I

City of Hanford Investment Portfolio
Quarter ending September 30, 2020

Average Yield	1.832%
LAIF Yield	0.620%
Average Maturity	304
LAIF Average Maturity	169

Recap

	# Investments				Share
Certificate of Deposit	44	9,988,000.00	9,988,000.00	9,988,000.00	14%
US Agency	6	6,480,000.00	6,481,152.21	6,488,940.30	9%
Corporate	3	2,700,000.00	2,844,142.00	2,888,075.00	4%
Liquid Assets - Government Pools	2	47,582,747.640	47,582,747.640	47,582,747.640	67%
- Cash Accounts	3	<u>4,251,146.490</u>	<u>4,251,146.490</u>	<u>4,251,146.490</u>	6%
	58	71,001,894.13	71,147,188.34	71,198,909.43	100%

Recent Activity. The City previously had a rather large cash position of \$17 million in our Wells Fargo account. That account was reduced to \$4.3 million with the difference moved into our Local Agency Investment Fund (LAIF).

- The total number of Certificate of Deposits (CoD) were reduced from 52 to 44 as the deposits reached their maturity date.

- These funds were reinvested into LAIF rather than CoD's as the rate of return is currently greater than CoD's.

Current investment environment. The Federal Government passed a second round of stimulus payments during Quarter 2 of this Fiscal Year with a 3rd round set for the end of Quarter 3. The Federal Reserve continues to keep interest rates low even in the face of rising inflation. The 10 year Treasury Note increased to 1.459% in February, an increase of 45 basis points, the largest one-month gain since 2016, according to the Wall Street Journal. Federal Reserve Chairman Powell addressed the market concerns Tuesday, February 23rd stating that the Fed would continue to keep rates low until those hit hardest during this COVID pandemic see relief. Additionally, the small amount of inflation we are seeing is both short term and healthy.

Proposed Actions. Powell confirmed that interest rates will remain low for an extended period of time. In our Quarter 1 report, the City recommended shortening our investment maturity horizon from 5 years to 3 years, recommended reducing working cash and increasing the use of LAIF for our cash reserves, and purchase securities in larger denominations. We continue to make these recommendations until interest rates rise.

Monthly Transaction Report

Exhibit B, Monthly Transaction Report for February 2021.

Summary

The most important point in managing the City's cash is to remember the purpose of the cash is to provide the residents of Hanford with services; earning investment returns is a secondary goal. The investment policy and the investment report is designed to follow the SLY acronym: Safety, Liquidity and Yield. Keeping the City's cash safe allows all to sleep well at night.

Attachments: Exhibit A, Dec. 31, 2020 Quarterly Investment Report

Exhibit B, Monthly Transaction Report – Jan 2021

Exhibit C, Monthly Transaction Report – Feb 2021



CITY OF HANFORD

City of Hanford Investment Portfolio
Quarter ending September 30, 2020

Average Yield	1.832%
LAIF Yield	0.620%
Average Maturity	304
LAIF Average Maturity	169

Recap

	# Investments				Share
Certificate of Deposit	44	9,988,000.00	9,988,000.00	9,988,000.00	14%
US Agency	6	6,480,000.00	6,481,152.21	6,488,940.30	9%
Corporate	3	2,700,000.00	2,844,142.00	2,888,075.00	4%
Liquid Assets - Government Pools	2	47,582,747.640	47,582,747.640	47,582,747.640	67%
- Cash Accounts	3	4,251,146.490	4,251,146.490	4,251,146.490	6%
	58	71,001,894.13	71,147,188.34	71,198,909.43	100%

We certify that the City's investment conform to the City's Investment Policy
and that 6 month cash needs can be met.


Eric Frost, Interim Finance Director


Matthew Kredit, Finance Manager

Description	CUSIP/Ticker	Security Sector	Settlement Date	YTM @ Cost	Face Amount Shares	Cost Value	Market Value	Maturity Date	Days To Maturity	% Port
Brokerage - Great Pacific Securities 0023										
FFCB 1.64 3/3/2025-21*	3133ELQE7	US Agency	03/03/2020	1.640	330,000.00	330,000.00	332,214.30	03/03/2025	1,523	0.465%
Sub Total / Average				1.640	330,000.00	330,000.00	332,214.30			0.465%
Brokerage - Higgins Capital 0152										
CD Wells Fargo Bank 1.65 9/14/2021	949763AZ9	Certificate Of Deposit	09/14/2016	1.650	230,000.00	230,000.00	230,000.00	09/14/2021	257	0.324%
CD Synchrony Bank 1.7 10/21/2021	87165HPUB	Certificate Of Deposit	10/21/2016	1.700	150,000.00	150,000.00	150,000.00	10/21/2021	294	0.211%
CD American Express Bank 2.05 12/1/2021	02587DM70	Certificate Of Deposit	12/01/2016	2.050	150,000.00	150,000.00	150,000.00	12/01/2021	335	0.211%
CD Synchrony Bank UT 2.05 12/2/2021	87165HQB9	Certificate Of Deposit	12/02/2016	2.050	100,000.00	100,000.00	100,000.00	12/02/2021	336	0.141%
CD Peoples Bank 2 1/25/2022	71270QQM1	Certificate Of Deposit	01/25/2017	2.000	200,000.00	200,000.00	200,000.00	01/25/2022	390	0.282%
CD Capital One 2.25 9/20/2022	14042RHW4	Certificate Of Deposit	09/20/2017	2.250	250,000.00	250,000.00	250,000.00	09/20/2022	628	0.352%
CD Capital One 2.25 9/20/2022-18	140420420	Certificate Of Deposit	09/20/2017	2.250	250,000.00	250,000.00	250,000.00	09/20/2022	628	0.352%
CD Barclays Bank 2.25 9/27/2022	06740KKY2	Certificate Of Deposit	09/27/2017	2.250	250,000.00	250,000.00	250,000.00	09/27/2022	635	0.352%
CD Insbank TN 1 9/27/2022	45776NDN3	Certificate Of Deposit	03/27/2020	1.000	250,000.00	250,000.00	250,000.00	09/27/2022	635	0.352%
CD Lakeside Bank IL 1.1 9/30/2022	51210SRZ2	Certificate Of Deposit	03/30/2020	1.100	250,000.00	250,000.00	250,000.00	09/30/2022	638	0.352%
CD Goldman Sacs 2.3 10/11/2022	38148PRA7	Certificate Of Deposit	10/11/2017	2.300	200,000.00	200,000.00	200,000.00	10/11/2022	649	0.282%
CD Bank of Ruston 2.3 12/29/2022	06427LCH6	Certificate Of Deposit	12/29/2017	2.300	250,000.00	250,000.00	250,000.00	12/29/2022	728	0.352%
CD Genoa Banking 2.25 12/29/2022	372348BV7	Certificate Of Deposit	12/29/2017	2.250	250,000.00	250,000.00	250,000.00	12/29/2022	728	0.352%
CD Wells Fargo NV 1.85 12/30/2022	949495AF2	Certificate Of Deposit	12/30/2019	1.850	245,000.00	245,000.00	245,000.00	12/30/2022	729	0.345%
CD Morgan Stanley 2.65 1/25/2023	61747MH46	Certificate Of Deposit	01/25/2018	2.650	64,000.00	64,000.00	64,000.00	01/25/2023	755	0.090%
CD Northstar Bank MI 1.15 3/31/2023	66704MEC0	Certificate Of Deposit	03/31/2020	1.150	250,000.00	250,000.00	250,000.00	03/31/2023	820	0.352%
CD Centerstate Bank FL 1.2 4/17/2023	15201QDC8	Certificate Of Deposit	04/17/2020	1.200	250,000.00	250,000.00	250,000.00	04/17/2023	837	0.352%
CD Pacific Western Bank CA 1.2 4/17/2023	66506VRI0	Certificate Of Deposit	04/16/2020	1.200	250,000.00	250,000.00	250,000.00	04/17/2023	837	0.352%
CD Flagstar Bank MI 1.15 4/17/2023	33847EZ29	Certificate Of Deposit	04/17/2020	1.150	250,000.00	250,000.00	250,000.00	04/17/2023	837	0.352%
CD Nicolet National Bank WI 1.2 4/17/2023	65406ZKJ6	Certificate Of Deposit	04/17/2020	1.200	250,000.00	250,000.00	250,000.00	04/17/2023	837	0.352%
CD Morgan Stanley UT 4/19/2023	61747MNV32	Certificate Of Deposit	04/19/2018	3.000	186,000.00	186,000.00	186,000.00	04/19/2023	839	0.262%
CD BMW Bank 3 4/20/2023	05580AMJ0	Certificate Of Deposit	04/20/2018	3.000	250,000.00	250,000.00	250,000.00	04/20/2023	840	0.352%
CD West Michigan Bank MI 1 4/24/2023	954444BW4	Certificate Of Deposit	04/24/2020	1.000	250,000.00	250,000.00	250,000.00	04/24/2023	844	0.352%
CD Sterling Bank MO 1.05 4/27/2023	85916VDR3	Certificate Of Deposit	04/27/2020	1.050	250,000.00	250,000.00	250,000.00	04/27/2023	847	0.352%
CD Northwest Bank ID 1 4/28/2023	66736ABS7	Certificate Of Deposit	04/30/2020	1.000	250,000.00	250,000.00	250,000.00	04/28/2023	848	0.352%
CD Pinnacle Bank TN 0.7 5/8/2023	72345SKU4	Certificate Of Deposit	05/08/2020	0.700	250,000.00	250,000.00	250,000.00	05/08/2023	858	0.352%
CD UBS Bank 3.15 5/30/2023	90348JCR9	Certificate Of Deposit	05/30/2018	3.150	249,000.00	249,000.00	249,000.00	05/30/2023	880	0.351%
CD Nebraska State Bank NE 1 9/29/2023	65970BAK5	Certificate Of Deposit	03/30/2020	1.000	250,000.00	250,000.00	250,000.00	09/29/2023	1,002	0.352%
CD Citibank National SD 3.55 11/24/2023	17312QW47	Certificate Of Deposit	11/23/2018	3.550	250,000.00	250,000.00	250,000.00	11/24/2023	1,058	0.352%
CD Texas Exchange Bank TX 0.85 5/20/2024-20 *	88241THF0	Certificate Of Deposit	05/20/2020	0.850	249,000.00	249,000.00	249,000.00	05/20/2024	1,236	0.351%
CD Sallie Mae Bank UT 1.9 10/30/2024	7954504Z5	Certificate Of Deposit	10/30/2019	1.900	100,000.00	100,000.00	100,000.00	10/30/2024	1,399	0.141%
CD First National Bank TX 1.8 12/30/2024	32112UDJ7	Certificate Of Deposit	12/30/2019	1.800	250,000.00	250,000.00	250,000.00	12/30/2024	1,460	0.352%
CD Merrick Bank UT 1.85 12/31/2024	59013KEP7	Certificate Of Deposit	12/31/2019	1.850	250,000.00	250,000.00	250,000.00	12/31/2024	1,461	0.352%
CD Citadel Federal PA 1.65 2/27/2025	17286TAG0	Certificate Of Deposit	02/27/2020	1.650	250,000.00	250,000.00	250,000.00	02/27/2025	1,519	0.352%

Description	CUSIP/Ticker	Security Sector	Settlement Date	YTM @ Cost	Face Amount Shares	Cost Value	Market Value	Maturity Date	Days To Maturity	% Port
CD BMO Harris 3/28/25	06600XAY6	Certificate Of Deposit	09/23/2020	0.050	249,000.00	249,000.00	249,000.00	03/28/2025	1,548	0.36%
CD Jonesboro State Bank LA 0.8 5/29/2025-20 *	48040PGX7	Certificate Of Deposit	05/29/2020	0.800	249,000.00	249,000.00	249,000.00	05/29/2025	1,610	0.351%
CD Continental Bank UT 0.55 6/26/2025	211163JK5	Certificate Of Deposit	06/26/2020	0.550	175,000.00	175,000.00	175,000.00	06/26/2025	1,638	0.246%
CD State Bank of India GA 0.95 6/26/2025	856283N69	Certificate Of Deposit	06/26/2020	0.950	250,000.00	250,000.00	250,000.00	06/26/2025	1,638	0.352%
CD Partners Bank AK 0.6 6/30/2025	70212VAB4	Certificate Of Deposit	06/30/2020	0.600	250,000.00	250,000.00	250,000.00	06/30/2025	1,642	0.352%
CD Bank Baroda NY .65 7/22/2025	06063HMT7	Certificate Of Deposit	07/10/2020	0.650	198,000.00	198,000.00	198,000.00	07/22/2025	1,664	0.279%
CD Luana Savings Bank IA 7/29/2025	549104RJ8	Certificate Of Deposit	07/22/2020	0.450	250,000.00	250,000.00	250,000.00	07/29/2025	1,671	0.352%
CD Medalion Bank UT 7/30/2025	56404DHQ7	Certificate Of Deposit	07/22/2020	0.550	250,000.00	250,000.00	250,000.00	07/30/2025	1,672	0.352%
CD Emerbank UT 8/29/2025	28278TRA0	Certificate Of Deposit	08/21/2020	0.500	245,000.00	245,000.00	245,000.00	08/31/2025	1,704	0.345%
CD First Choice Bank CA 9/30/2025	319461DB2	Certificate Of Deposit	09/30/2020	0.400	249,000.00	249,000.00	249,000.00	09/30/2025	1,734	0.351%
Chitbank NA 3.65 1/23/2024-23 *	17325FAS7	Corporate	05/22/2020	1.183	1,000,000.00	1,088,310.00	1,093,140.00	01/23/2024	1,118	1.408%
John Deer Capital 2.6 3/7/2024	24422EUX5	Corporate	05/15/2020	1.160	700,000.00	737,464.00	749,455.00	03/07/2024	1,162	0.986%
Bank of New York Mellon 1.6 4/24/2025-25 *	06406RAN7	Corporate	05/13/2020	1.216	1,000,000.00	1,018,366.00	1,045,480.00	04/24/2025	1,575	1.408%
FHLB 0.875 4/6/2023-21	3130AJG94	US Agency	05/15/2020	0.875	1,200,000.00	1,200,000.00	1,202,028.00	04/06/2023	826	1.690%
FFCB 1.69 2/12/2024-21 *	3133ELMJ0	US Agency	05/15/2020	1.673	1,950,000.00	1,951,152.21	1,963,198.00	02/12/2024	1,138	2.746%
FFCB 0.8 4/22/2024-21 *	3133ELXC3	US Agency	05/15/2020	0.800	500,000.00	500,000.00	500,875.00	04/22/2024	1,208	0.704%
FHLMC 0.55 5/28/2024-21	3134GVYU6	US Agency	05/28/2020	0.550	2,000,000.00	2,000,000.00	2,000,400.00	05/28/2024	1,244	2.817%
Sub Total / Average				1.291	18,338,000.00	18,483,294.21	18,532,576.00			25.827%
Brokerage - Mischler Financial Group 0066										
FNMA 0.73 5/27/2025-21 *	3136G4VW0	US Agency	05/27/2020	0.698	500,000.00	500,000.00	500,225.00	05/27/2025	1,608	0.704%
Sub Total / Average				0.698	500,000.00	1,701,719.30	1,701,561.58			0.704%
Total / Average					19,168,000.00	22,119,013.51	22,104,975.52			26.996%

Description	CUSIP/Ticker	Security Sector	Settlement Date	YTM @ Cost	Face Amount Shares	Cost Value	Market Value	Maturity Date	Days To Maturity	% Port
Liquid Asset Accounts										
Great Pacific	GP	n/a	n/a	0.00000	0.00	0.00	0.00	n/a	1	0.000%
Higgins Capital	HC	n/a	n/a	0.01800	741.03	741.03	741.03	n/a	1	0.001%
LAIF LGIP	LAIF	n/a	n/a	0.62000	13,485,127.39	13,485,127.39	13,485,127.39	n/a	1	18.993%
Wells Fargo Bank	WF	n/a	n/a	0.00300	4,250,405.46	4,250,405.46	4,250,405.46	n/a	1	5.986%
Tulare County Pool	TC	n/a	n/a	2.85000	34,097,620.25	34,097,620.25	34,097,620.25	n/a	7	48.024%
Sub Total / Average				2.036	51,833,894.130	51,833,894.130	51,833,894.130			73.004%
Total / Average				1.832	71,001,894.13	73,952,907.64	73,938,869.65			100.000%

* Security is callable in the designated year

City of Hanford
Monthly Transaction Report

Transaction	Date	Action	Amount	Broker	Details for Securities, not pool transactions						
					Security	Name	Maturity	Face	Price	Coupon	Yield
1	1/7/2021	Deposit	500,000	LAIF							
2	1/19/2021	Deposit	4,000,000	LAIF							
3	1/25/2021	Deposit	2,000,000	LAIF							
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City of Hanford
Monthly Transaction Report

Details for Securities, not pool transactions											
Transaction	Date	Action	Amount	Broker	Security	Name	Maturity	Face	Price	Coupon	Yield
1	2/3/2021	Withdrawal	1,000,000	LAIF							
2	2/12/2021	Withdrawal	1,500,000	LAIF							
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AGENDA STAFF REPORT

MEETING DATE: 3/16/2021	AGENDA SECTION: A
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SUBJECT:

Public Works: Adoption of Resolution No. 21-10-R Initiation of Landscape Assessment District Proceedings and 21-11-R Intention to Levy Assessments and Confirmation of Engineer's Report for Landscape Assessment District 21-01 located at southeast corner of Centennial Drive and W. Sangiovese Street, and set May 4, 2021 as the Public Hearing date.

RECOMMENDATION:

That the City Council, by motion:

1. Adopt Resolution No. 20-10-R initiating proceedings for the creation of Assessment District 21-01, pursuant to the Landscape and Lighting Act of 1972.
2. Adopt Resolution No. 20-11-R Intention to Levy Assessments and Confirmation of Engineer's Report for Assessment District No. 21-01

BACKGROUND:

The developer of Tract No. 928, San Joaquin Valley Homes Subdivision, has requested that the City form a Landscape Assessment District pursuant to the Landscape and Lighting Act of 1972, to fund the continued maintenance of the following: (Refer to map included in attached Engineer's Report.)

1. The maintenance of decorative block fencing, landscaping, and irrigation system improvements along Fargo Avenue, Centennial Drive, W. Sangiovese Street, and Napa Dr. located adjacent to Tract No. 928.
2. The public park located at the northwest corner of W. Sangiovese Street and Barbera Street of Tract 928.
3. Interior street lighting within Tract No. 928.

Provisions in the Landscaping and Lighting Act stipulate that a public hearing must be held to allow for written and oral public comments prior to action being taken to create a new district.

Also required is an election in which property owners may vote to support or oppose the formation of the district, and the levy and collection of annual assessments.

Attached are the resolutions to initiate proceedings to form a new district, and establish the date, time, and place for the required public hearing. A copy of the Engineer's Report is also attached for Council review. The Public Hearing to consider creation of the District will be on May 4, 2021.

The landscape district and subdivision are being developed by San Joaquin Valley Homes.

FISCAL IMPACT:

All maintenance within the District will be paid for by the owners in the District; therefore, there is no financial impact to the City for creation of the District.

ATTACHMENTS:

Tract 928 LAD 21-01 - Reso. Initiating Proceedings
Tract 928 LAD 21-01 - Intention to Levy Reso
Tract 928 LAD 21-01 Engineer Report
Tract 928 - Location Map

RECORDING REQUESTED BY:

CITY OF HANFORD

WHEN RECORDED RETURN TO:

Natalie Corral
 CITY OF HANFORD
 319 North Douty Street
 Hanford, California 93230

RESOLUTION NO. 21-10-R

**RESOLUTION OF THE CITY COUNCIL OF
 THE CITY OF HANFORD INITIATING PROCEEDINGS
 FOR THE CREATION OF ASSESSMENT DISTRICT NO. 21-01
 PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972
 FOR TRACT NO. 928 SAN JOAQUIN VALLEY HOMES**

At a regular meeting of the City Council of the City of Hanford, duly called and held on March 16, 2021, at 7:00 p.m., it was moved by Council Member _____, seconded by Council Member _____, and duly carried that the following resolutions be adopted:

WHEREAS, a determination has been made that it is necessary to create an assessment district for Tract 928 – San Joaquin Valley Homes located within the City of Hanford, California for the purpose of maintenance of certain improvements related to said subdivision.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hanford proposes to form an assessment district pursuant to the Landscaping and Lighting Act of 1972, for the purpose of maintaining the following improvements:

1. Decorative block fencing, landscaping, and irrigation systems along Fargo Avenue, Centennial Drive, Sangiovese Street, and Napa Drive located adjacent to Tract 928.
2. The public park located at the northwest of W. Sangiovese Street and N. Barbera Drive within Tract 928.
3. Interior street lighting within Tract 928;

RESOLVED FURTHER, that the proposed assessment district shall be designated Assessment District No.21-01, City of Hanford, Kings County, California and shall include the land shown on the map designated "Assessment Diagram, Assessment District No. 21-01, City of Hanford, Kings County, California" which map is on file with the City Clerk for the City of Hanford and which map is hereby approved.

RESOLVED FURTHER, that the City Engineer of the City of Hanford is hereby designated engineer for the purpose of the formation of the Assessment District. The City Council hereby directs the engineer to prepare and file with the City Clerk a report in accordance with Section 22565, et. seq., of the California Streets and Highway Code.

Passed and adopted at a regular meeting of the City Council of the City of Hanford on March 16, 2021, by the following vote:

AYES:	Council Member	_____

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NOES: Council Member _____

ABSTAIN: Council Member _____

ABSENT: Council Member _____

APPROVED: _____

ATTEST: _____
City Clerk

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

I, NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing resolution was duly passed and adopted by the City Council of the City of Hanford at a regular meeting thereof held on the 16th day of March, 2021.

Dated: _____, 2021 _____
City Clerk

RECORDING REQUESTED BY:

CITY OF HANFORD

WHEN RECORDED RETURN TO:

Natalie Corral
 CITY OF HANFORD
 319 North Douty Street
 Hanford, California 93230

RESOLUTION NO. 21-11-R

**RESOLUTIONS OF THE CITY COUNCIL OF THE
 CITY OF HANFORD OF INTENTION TO LEVY
 ASSESSMENT AND CONFIRMATION OF ENGINEER'S REPORT**

At a regular meeting of the City Council of the City of Hanford, duly called and held on March 16, 2021 at 7:00 p.m., it was moved by Council Member _____, seconded by Council Member _____, and duly carried that the following resolutions be adopted:

WHEREAS, on March 16, 2021, the City Council of the City of Hanford adopted a resolution initiating proceedings for the creation of Assessment District No. 21-01 pursuant to the Landscape and Lighting Act of 1972 ("District") for Tract No.928 San Joaquin Valley Homes ("Subdivision") and directing the preparation and filing of the Engineer's Report for the formation of the District;

WHEREAS, the City Engineer has prepared and filed with the City Clerk, an Engineer's Report which includes a full and detailed description of the improvements and boundaries of the District and any zones therein, and also sets forth proposed annual assessments upon assessable lots and parcels of land within the District;

1 WHEREAS, the Engineer's Report establishes that: (1) each lot or parcel of real
2 property which is within the District and which is subject to the levy of the assessment
3 is receiving a special benefit from the public improvements identified in the Engineer's
4 Report and the maintenance thereof, above and beyond any general benefit to the
5 general public; and (2) the special benefit is proportionate to the amount of the
6 assessment;

7 WHEREAS, the improvements within the District include:

- 8
9 1. Decorative block fencing, landscaping, and irrigation systems along
10 Fargo Avenue, Centennial Drive, Sangiovese Street, and Napa Drive
11 located adjacent to Tract 928.
- 12 2. The public park located at the northwest of W. Sangiovese Street and N.
13 Barbera Drive within Tract 928.
- 14 3. Interior street lighting within Tract 928;

15 WHEREAS, the City Council of the City of Hanford reviewed the Engineer's
16 Report and intends to levy and collect the assessment for the District as set forth in the
17 Engineer's Report for the fiscal year 2021-2022;

18 NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of
19 Hanford approves the Engineer's Report as submitted for District;

20 RESOLVED FURTHER, that the City Council for the City of Hanford shall
21 hold a public hearing on its intention to form the District and levy the proposed
22 assessment for the District as set forth in the Engineer's Report, which public hearing
23 shall be held on May 4, 2021 at the hour of 7:00 p.m. in the City Council Chambers of
24

the Civic Auditorium in Hanford, California. At such public hearing, affected property owners will be afforded an opportunity to give oral testimony and submit written ballots identifying the affected property owners' support or opposition to the proposed formation of the District and the levy of assessments for the District.

Passed and adopted at a regular meeting of the City Council of the City of Hanford on March 16, 2021, by the following vote:

AYES: Council Member _____

NOES: Council Member _____

ABSTAIN: Council Member _____

ABSENT: Council Member _____

APPROVED: _____

ATTEST: _____
City Clerk

1 STATE OF CALIFORNIA)
 2 COUNTY OF KINGS)
 3 CITY OF HANFORD)

4 I, NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the
 5 foregoing resolution was duly passed and adopted by the City Council of the City of
 6 Hanford at a regular meeting thereof held on the 16th day of March, 2021.

7 Dated: _____, 2021 _____
 8 City Clerk

Attachment: Tract 928 LAD 21-01 - Intention to Levy Reso (PW: Tract No. 928 SJVH Subdivision (LAD))

ATTACHMENT "A"

ENGINEER'S REPORT
ASSESSMENT DISTRICT NO. 21-01
(Pursuant to the Landscaping and Lighting Act of 1972)

TRACT 928 – SAN JOAQUIN VALLEY HOMES

Johnathan L. Doyel, P.E., P.L.S., Public Works Director/City Engineer and Engineer of Work for Landscape Assessment District No. 21-01, City of Hanford, Kings County, California, makes this report as directed by City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements to be constructed and maintained in the District provide special benefits to all of the parcels within the District about and beyond general benefits conferred on parcels located in the District or to the public at large. Specifically, the particular and distinct special benefits include:

1. Reduction of traffic noise level from the street located adjacent to the District;
2. Restriction of unwanted pedestrian access onto the lots and parcels within the District;
3. Enhancement of appearance of the entrance into the subdivision which is included within the District;
4. Reduction of impact of dust and other particulate matter onto the lots and parcels within the District;

The improvements which are the subject of this report are briefly described as follows:

1. Decorative block fencing, landscaping, and irrigation systems along Fargo Avenue, Centennial Drive, Sangiovese Street, and Napa Drive located adjacent to Tract 928.
2. The public park located at the northwest of W. Sangiovese Street and N. Barbera Drive within Tract 928.
3. Interior street lighting within Tract 928.

This report consists of six parts as follows:

Exhibit "A": Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are incorporated herein by reference.

Exhibit "B": An estimate of costs to maintain the improvements.

Exhibit "C": An assessment of the estimated maintenance costs on each benefited parcel of land within the Assessment District.

Exhibit "D": A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Attachment: Tract 928 LAD 21-01 Engineer Report (PW: Tract No. 928 SJVH Subdivision (LAD))

Exhibit “E”: A list of the names and addresses of the property owners of real property within each assessment district as shown on the last equalized assessment roll for taxes, or known to the Clerk. The list is keyed to Exhibit “C” by assessment number.

ATTACHMENT “A” continued...

Exhibit “F”: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibit “C” by lot number.

Respectfully submitted,

Johnathan L. Doyel, P.E., P.L.S.
Public Works Director
And City Engineer

ENGINEER'S REPORT

ASSESSMENT DISTRICT NO. 21-01
(Pursuant to the Landscaping and Lighting Act of 1972)

TRACT 928 – SAN JOAQUIN VALLEY HOMES

The undersigned hereby respectfully submits the enclosed Engineer's Report as directed by the City Council.

DATED: _____

Johnathan L. Doyel, P.E., P.L.S.
Public Works Director
And City Engineer

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessments and Assessment Diagram thereto attached was filed with me on the _____ day of _____, 20____.

Natalie Corral
City of Hanford, City Clerk
Kings County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessments and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Hanford, California, on the _____ day of _____, 20____.

Natalie Corral
City of Hanford, City Clerk
Kings County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessments and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Kings on the _____ day of _____, 20____.

Natalie Corral
City of Hanford, City Clerk
Kings County, California

By _____

Attachment: Tract 928 LAD 21-01 Engineer Report (PW: Tract No. 928 SJVH Subdivision (LAD))

EXHIBIT "A"

ASSESSMENT DISTRICT NO. 21-01
(Pursuant to the Landscaping and Lighting Act of 1972)

TRACT 928 – SAN JOAQUIN HOMES

Plans and specifications for the improvements are those prepared by Zumwalt-Hansen & Associates and San Joaquin Valley Home for the City Engineer. These plans and specifications have been filed separately with the Clerk of the Legislative Body and are incorporated in this report by reference.

Attachment: Tract 928 LAD 21-01 Engineer Report (PW: Tract No. 928 SJVH Subdivision (LAD))

EXHIBIT "B"

CITY OF HANFORD
ENGINEER'S REPORTASSESSMENT DISTRICT NO. 21-01
FISCAL YEAR 2021-2022ESTIMATED ASSESSMENTS
TRACT 928 – SAN JOAQUIN VALLEY HOMES

ITEM NO.	DESCRIPTION	FY 2021-2022 ESTIMATE UNITS	RATE	AMOUNT
A. MAINTENANCE COSTS				
1.	Landscape and Irrigation System along Centennial Drive, W. Sangiovese Street, and Park (Labor and Materials)	134,540SF ±	\$ 0.3/SF	\$ 40,365.00
2.	Decorative Block Walls along W. Sangiovese Street, Centennial Drive, (Labor and Materials)	1,827LF ±	\$ 0.50/LF	\$ 913.50
3.	Water Usage (\$150/mo./Service x 12 = \$1800.00/Service)	Three services	\$ 1,800.00/ea	\$ 5,400.00
4.	Electricity Usage (\$30/mo./Meter x 12 = \$360.00/Meter)	Three meters	\$ 360.00/ea	\$ 1,080.00
5.	Street Light Usage (\$12/Lt./Mo. x 12 = \$144.00/Lt./Yr.)	23 St. Lights	\$ 156.00/Lt./Yr	\$ 3,588.00

B. INCIDENTAL COSTS/FORMATION COSTS

1.	Staff Preparation of Documents	\$ 325.00
2.	Notice of Public Hearing	\$ 75.00
2.	Collection of Assessment	\$ 121.00

TOTAL ANNUAL SUBDIVISION ASSESSMENT AMOUNT \$ 51,867.50LOTS 1 THROUGH 51 SHALL ASSESSED, TOGETHER
WITH THE DESIGNATED REMAINDER PARCEL OF TRACT 929: \$ 997.45

Attachment: Tract 928 LAD 21-01 Engineer Report (PW: Tract No. 928 SJVH Subdivision (LAD))

C. ADJUSTMENT FOR INFLATION IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53739(b)(1).

The Annual Total Subdivision Assessment Amount will be adjusted for inflation on an annual basis in accordance with the following formula:

Commencing with the calendar year 2021-2022, and January 1 of each calendar year (“Adjustment Date”) thereafter during the life of the District, the Total Annual Subdivision Assessment Amount for the next fiscal year shall be an amount equal to the greater of:

- (i) the Total Annual Subdivision Assessment amount in effect immediately prior to the Adjustment Date, or
- (ii) the product obtained by multiplying the Total Annual Subdivision Assessment in effect immediately prior to the Adjustment Date by a fraction, the numerator of which is the Index published nearest but prior to the Adjustment Date and the denominator of which is the Index published nearest but prior to January 1 of the first year the Subdivision Assessment became effective.

The term “Index” means the Consumer Price Index for Urban Wage Earners and Clerical Workers, San Francisco-Oakland-San Jose Consolidated Statistical Area, 1982-1984, equals 100, published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics revises the Index, the Bureau of Labor Statistics will be the sole judge of the comparability of successive indexes, but if that agency fails to supply indexes that it deems comparable or if no succeeding index is published, the City shall determine an appropriate alternative published price index.

EXHIBIT "C"

ASSESSMENT ROLL AND
ASSESSMENT DISTRICT NO. 21-01

TRACT 928 – SAN JOAQUIN VALLEY HOMES

ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT	PROPERTY DESCRIPTION OR ASSESSOR PARCEL NUMBER
1 Through 51	\$624.45	Lot 1 through 51, Tract 928, Unit I
52	\$624.45	Tract 928, Remainder
Total Assessment: \$ <u>51,867.50</u>		

Attachment: Tract 928 LAD 21-01 Engineer Report (PW: Tract No. 928 SJVH Subdivision (LAD))

EXHIBIT "D"

METHOD OF APPORTIONMENT OF ASSESSMENT

ASSESSMENT DISTRICT NO. 21-01
(Pursuant to the Landscaping and Lighting Act of 1972)

TRACT 928 – SAN JOAQUIN VALLEY HOMES

The method of apportionment of Landscape Assessment District 21-01 maintenance costs is as follows:

100% of the maintenance costs divided equally between Lots 1 through 51 and the Remainder.

EXHIBIT “E”

PROPERTY OWNERS LIST

ASSESSMENT DISTRICT NO. 21-01

TRACT 928 – SAN JOAQUIN VALLEY HOMES

<u>ASSESSMENT NUMBERS</u>	<u>PROPERTY DESCRIPTIONS</u>	<u>OWNERS NAME AND ADDRESS</u>
1 through 51	Tract 928 Unit I	San Joaquin Valley Homes 5607 Avenida De Los Robles Visalia, CA 93291

Attachment: Tract 928 LAD 21-01 Engineer Report (PW: Tract No. 928 SJVH Subdivision (LAD))



TITLE: LOCATION—MAP	
APPROVED BY:	
DRAWN BY: LV	
DATE: 03/09/2021	
JOB NO.: TRACT_028	
SHEET 1 OF 1	





AGENDA STAFF REPORT

MEETING DATE: 3/16/2021	AGENDA SECTION: A
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SUBJECT:

Community Development/Public Works: Award of Contract to VPRA Technologies, Inc. for \$36,457 for the preparation of a VMT Analysis of the General Plan Implementation, development of a streamlining process for tiering off of the General Plan EIR, and development of Guidelines for addressing project-specific VMT analysis. Location: Citywide.

See staff report, attached.

FISCAL IMPACT:

The contract cost for completion of the VMT Analysis/Guidelines by VPRA Technologies, Inc. is \$36,457. Funding for this contract will come from the General Fund initially, but will be reimbursed to the City through the Local Early Action Planning (LEAP) grant. The project is an eligible activity for LEAP grant funding, as it can be related to housing planning and the streamlining and acceleration of housing production.

ATTACHMENTS:

Staff Report - Award of Contract
Attachment 1 - Scope of Work
Attachment 2 - Cost Estimate
Attachment 3 - Agreement for Services

RECOMMENDATION:

That the City Council, by motion, authorize the City Manager or his designee (s) to execute the agreement with VPRA Technologies, Inc. for:

1. Analysis of the General Plan Update (2017) to determine the vehicle miles traveled (VMT) implications of the General Plan, in order to establish a streamlined VMT analysis for projects that are consistent with the General Plan; and
2. The preparation of a guidance document for VMT analysis of individual projects, which are not consistent with, or proposing amendments to, the General Plan.

BACKGROUND:

The purpose of this request is to prepare an analysis to address the City of Hanford's compliance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines pertaining to evaluation of transportation impacts, including changes to CEQA pursuant to Senate Bill (SB) 743 of 2013 and the resulting CEQA Guidelines amendments of 2018. These CEQA amendments change the way that transportation analyses are to be conducted for CEQA studies, in most cases changing the measure of a project's impact from delay and level of service (LOS) to vehicle miles traveled (VMT). CEQA lead agencies were required to begin using VMT or a similar metric for evaluating transportation impacts under CEQA by July 1, 2020.

VPRA, the City's traffic study consultant for the General Plan Update (2017), developed a scope of work intending to develop a VMT Analysis for the City of Hanford to comply with the new CEQA requirements, without causing undue disruption in the processing of land development projects, roadway improvements, and community plans. In addition to providing an evaluation for VMT Analysis, the Analysis will provide guidance on addressing other transportation-related considerations, including when and how traffic impact analyses of levels of service and delay may still be required to determine the roadway improvements needed to support development projects.

The City is tasking the proposed consultant with analyzing VMT to determine whether implementation of the General Plan will result in significant VMT impacts. If there is no VMT impact, all projects that are consistent with the General Plan Update can be screened out of requiring a VMT analysis. If there is a VMT impact, that cannot be mitigated through the City's current Goals and Policies, cited below, the City may issue a statement of overriding considerations which will allow individual projects that are consistent with the General Plan to tier off of the General Plan Update EIR and therefore be screened out of requiring a project-specific VMT analysis.

City-wide mitigation for reducing VMT, include the following Goals and Policies set forth by the Hanford General Plan:

1. Goal T1- [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods.
2. Goal T2 – [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in vehicle miles traveled (VMT) and

- greenhouse gas (GHG) emissions.
3. Goal T3 – [Develop] city streets that meet the needs of bicyclists, pedestrians, children, motorists, persons with disabilities, the elderly, users of public transportation, and commercial goods movers.
 4. Policy T26 Cul-de-sac Non-motorized Connectivity – Encourage sidewalks and breaks in perimeter walls to allow pedestrian, bicycle, and visual access from cul-de-sac streets to other nearby streets.
 5. Policy T39 Accommodating All Modes of Traffic – Plan, design, and construct new transportation improvement projects to safely accommodate the needs of pedestrians, bicyclists, transit riders, motorists and persons of all abilities.
 6. Policy T40 Pedestrian and Bicycle Placemaking – Promote pedestrian and bicycle improvements that improve connectivity between neighborhoods, provide opportunities for distinctive neighborhood features, and foster a greater sense of community.
 7. Policy T43 Safe Routes to Schools Program – Promote Safe Routes to Schools programs for all schools serving the City.
 8. Policy T48 Traffic Calming – consider the use of traffic calming designs such as roundabouts, bulb-outs, and other traffic calming designs, where they will improve the operation or LOS of a street.
 9. Policy T50 Carpool Programs – encourage the use of carpooling, vanpooling and flexible employment hours.
 10. Goal T6: [Encourage] a convenient and efficient transit system that serves as an alternative to automobile travel and meets basic transportation needs of the transit dependent.
 11. Policy T53 Adequate Transit Service Availability – Maintain a proactive working partnership with KART to ensure that adequate public transit service is available.
 12. Policy T54 KART Expansion - Pursue improvements and funding to increase transit ridership, increase transit frequencies on key corridors, and expand regular transit service in portions of Hanford that currently have no public transit.
 13. Policy T55 Transit Stops - Where right-of-way allows, arterial and major collector streets shall be designed to allow transit vehicles to pull out of the travel lane when stopping.
 14. Policy T56 Improve Access to Transit Stops - Remove physical barriers to improve access to transit facilities for the elderly, disabled, and other transit-dependent groups.
 15. Policy T58 Vanpool Programs – support the KART Vanpool program for the area's farmworkers and other commuters.
 16. Policy T59 Transit Parking Lots - Work with the various government agencies to provide

- secure parking at park-and-ride lots and transit stations.
17. Goal T8: [Provide] an interconnected bikeway and community pedestrian network that facilitates and encourages nonmotorized travel throughout Hanford.
 18. Policy T64 Bicycle Network Master Planning – Maintain a Bicycle Master Plan to coordinate existing and planned infrastructure to support, encourage and promote bicycle transportation, with effective connections to downtown, major shopping areas, mixed use neighborhoods, community facilities, schools, parks, and employment areas.
 19. Policy T65 Bicycle Network - Prioritize the elimination of gaps in the bicycle network to connect destinations across Hanford.
 20. Policy T66 Public Bicycle Parking - Increase the amount of publicly accessible bicycle parking and storage throughout the city and adopt standards for bicycle parking at new development projects.
 21. Policy T67 Bicycle Safety Programs - Support programs that educate bicyclists and motorists about bicycle safety.
 22. Policy T69 Road Projects with Bicycle Facilities - Incorporate planned bicycle facilities into road maintenance projects where feasible.
 23. T70 Pedestrian Connections - Increase connectivity through direct and safe pedestrian connections to public amenities, neighborhoods, village centers and other destinations throughout the city.
 24. Policy T71 Pedestrian and Bicycle Crossings - Identify and enhance key pedestrian and bicycle crossings that cross physical barriers, such as highways or railroad tracks.
 25. Policy T72 Reduction of Pedestrian Barriers- Coordinate with utility providers to reduce or eliminate barriers to pedestrian mobility created by utility infrastructure, such as utility poles that obstruct accessibility.
 26. Goal T11: [Encourage] passenger rail service that is integrated with other modes of travel.
 27. Policy T79 Multi-modal Connection to Amtrak - Support multi-modal access to and from the existing Amtrak station
 28. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.
 29. Policy T88 People Movement - Emphasize the movement of people rather than vehicles.
 30. Policy T89 High Occupancy Vehicles - Maintain and enhance personal mobility by providing alternatives to driving alone.
 31. Policy T90 Existing Network - Maximize the efficient use of the city's existing transportation network before widening or constructing new facilities.

- 32. Policy T91 Alternative Modes - Promote alternative modes of transportation, alternative work schedules, and telecommuting.
- 33. Policy T92 Amenities that Support Alternative Modes of Transportation - Encourage new developments to include on-site amenities into that support alternative modes of transportation. Emphasize pedestrian and bicycle-friendly design, accessibility to transit, preferred rideshare parking, showers and lockers, on-site food service, and child care, where appropriate.
- 34. Policy L111 Complete Neighborhoods - Promote efforts to make new and existing neighborhoods more complete by encouraging the development of a mix of complementary uses and amenities that meet the daily needs of residents. Such uses and amenities may include parks, community centers, religious institutions, daycare centers, libraries, schools, community gardens, and neighborhood commercial and mixed-use developments.
- 35. Policy L112 Centralized Amenities - Encourage the development of neighborhood amenities and complimentary uses in central locations of the neighborhood whenever feasible.
- 36. Policy L114 Services and Facilities - Include easily accessible services and facilities within each neighborhood to meet the daily needs of neighborhood residents. Most residents should live within a ½ mile walking distance of schools, parks and retail services.
- 37. Policy L117 Neighborhood Retail Goods and Services - Encourage the development and maintenance of compatible neighborhood retail and services within walking distance of residences as a means to promote the creation of “complete” neighborhoods.
- 38. Policy L118 Full Service Grocery Stores - Encourage the location of full-service grocery stores within or adjacent to residential neighborhoods.

The full Scope of Work is attached - **Attachment 1.**

BENEFIT:

As addressed above, the anticipated benefit of conducting a VMT analysis for the implementation of the General Plan is to create a streamlined environmental review process, which relieves individual developers of conducting their own VMT analysis on a project-by-project basis. City staff has received concerns from developers regarding the anticipated effect VMT impacts may have on their projects. There is concern that VMT analysis, when analyzed on a project-by-project basis, as opposed to a city-wide approach, may result in significant effects for outlying areas; thus triggering an environmental impact report (EIR) in instances where VMT impacts could not be mitigated to a less than significant level. The potential of a project having a significant VMT impact has caused concern regarding costs and significant timing impacts associated with EIR preparation, noticing, and public hearing requirements.

The City is tasking the proposed consultant with analyzing VMT to determine whether implementation of the General Plan Update will result in significant VMT impacts. If there is no VMT impact, all projects that are consistent with the General Plan Update can be screened out of

requiring a VMT analysis. If there is a VMT impact, that cannot be mitigated through the City's current Goals and Policies, the City may issue a statement of overriding considerations which will allow individual projects that are consistent with the General Plan to tier off of the General Plan Update EIR and therefore be screened out of requiring a project-specific VMT analysis.

FUNDING:

This project was cited as a proposed activity in the Local Early Action Planning (LEAP) grant application to the Department of Housing and Community Development (HCD). The LEAP grant has not yet been approved, however, the City is able to utilize LEAP funding for reimbursement. The project is an eligible activity for LEAP grant funding, as it can be related to housing planning and the streamlining and acceleration of housing production.

CONSULTANT AND TIMELINE:

VPRA was responsible for the preparation of the *City of Hanford General Plan Update Traffic Impact Study (TIS)* prepared in May 2016. The TIS was prepared for the purpose of analyzing traffic conditions related to the City of Hanford General Plan Update. The TIS analyzed the level of service (LOS) results of various intersections and segments. The consultant, VPRA, has familiarity and experience conducting traffic studies in the City of Hanford. Additionally, VPRA has prepared VMT analysis and guidelines for multiple jurisdictions in response to the requirements set forth by SB 743.

It is estimated that a Draft Report would be submitted to the City for review within 16 weeks from receipt of the notice to proceed. From there, a Final Report is anticipated to be completed within two weeks of receipt of all comments on the Draft Report.

The cost estimate is attached – **Attachment 2**.

STAFF RECOMMENDATION:

Based on their qualifications, experience, and knowledge of the VMT analysis, as required for CEQA evaluation in accordance with SB 743, staff recommends approval of an agreement with VPRA Technologies, Inc. to conduct a VMT analysis of the General Plan Update to establish a streamlined VMT analysis for projects consistent with the General Plan and to develop guidelines for VMT analysis for individual projects which are not consistent, or proposing an amendment to, the General Plan.

The proposed Agreement for Services is attached – **Attachment 3**.

SCOPE OF SERVICES
Senate Bill 743 Vehicle Miles Traveled (VMT) Analysis
City of Hanford
March 9, 2021

PURPOSE

The purpose of this scope of services is to prepare an analysis to address the City of Hanford’s compliance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines pertaining to evaluation of transportation impacts, including changes to CEQA pursuant to Senate Bill (SB) 743 of 2013 and the resulting CEQA Guidelines amendments of 2018. These CEQA amendments change the way that transportation analyses are to be conducted for CEQA studies, in most cases changing the measure of a project’s impact from delay and level of service (LOS) to vehicle miles traveled (VMT). CEQA lead agencies were required to begin using VMT or a similar metric for evaluating transportation impacts under CEQA by July 1, 2020.

The intent of this scope of services is to develop a VMT Analysis for the City of Hanford to comply with the new CEQA requirements without causing undue disruption in the processing of land development projects, roadway improvements, and community plans. In addition to providing guidance for VMT Analysis, the Analysis will provide guidance on addressing other transportation-related considerations, including when and how traffic impact analyses of levels of service and delay may still be required to determine the roadway improvements needed to support development projects.

The remainder of this scope of work is divided into tasks that provide additional detail.

TASK 1 Consultation/Meetings

At the time of preparation of this proposal no in-person meetings were allowed due to the COVID-19 situation. Therefore, all meetings related to this project are assumed to be conducted remotely. If the situation improves and it is determined that in-person meetings are necessary, a separate scope of work and fee will be developed to attend meetings in person. Key VRPA staff will participate in a kick-off conference call with City of Hanford representatives to discuss the approach for developing VMT analysis guidelines. Key VRPA staff will also meet via conference call with City representatives to discuss City review comments on the draft VMT Analysis document. Key VRPA staff will also participate and be prepared to present the recommended VMT Analysis at one virtual Planning Commission Meeting and one virtual City Council meeting. Other project coordination will be conducted through additional conference calls. Project conference calls will be held as necessary throughout the course of the project.

TASK 2 Gather Relevant Reference Materials

VRPA has conducted and/or reviewed a large number of VMT analysis guidelines that have been produced for various agencies within California. We will refer to these documents located in our files in order to prepare VMT analysis guidelines for the City of Hanford. It is understood that City staff will not need to

review guidelines from other jurisdictions since VRPA and City staff will focus on producing an approach specific to Hanford.

TASK 3 VMT Analysis Methodology

The VMT analysis will include two components:

- ✓ Analysis of the General Plan Update to determine the VMT implications of the update and to establish a streamlined VMT analysis for projects that are consistent with the General Plan
- ✓ Guidance for VMT analysis of individual projects

The analysis of the General Plan Update will require model runs of the KCAG model with the current General Plan and the proposed General Plan Update. It is assumed that the model runs will be provided by the City of Hanford as part of its work on the General Plan Update. If not, VRPA can work with KCAG to provide the model runs based on an additional scope of work and fee. Based on the results of these models run, VRPA will determine whether implementation of the General Plan Update will result in a significant VMT impact. If there is no VMT impact, all individual projects that are consistent with the General Plan Update can be screened out of requiring a VMT analysis. If there is a VMT impact, the City may issue a statement of overriding considerations that will allow individual projects that are consistent with the General Plan Update to tier off the General Plan Update EIR and therefore be screened out of requiring a VMT analysis.

The conduct of the General Plan Update and EIR is assumed to be conducted by others. VRPA will provide the necessary transportation analysis as described above to be incorporated into the General Plan Update and EIR.

For VMT analysis of individual projects, VRPA will develop the recommended VMT Analysis methodology for the City of Hanford with the intent of providing for efficient analysis of VMT with readily available tools and to provide for a consistent approach for various project types (land use and transportation projects). VMT Analysis methods for land development projects will consider:

- ✓ Use of VMT analysis maps that have been made available by KCAG.
- ✓ Considerations for running the KCAG model to conduct VMT analysis for projects where use of the KCAG VMT analysis maps would be inappropriate.

VRPA staff will provide a recommended approach to the issues identified above for review by the City.

TASK 4 Significance Thresholds

CEQA requires the identification of significance thresholds by which it will be determined whether a project would have significant VMT impacts including:

- ✓ Significance thresholds for General Plan Update
- ✓ Significance thresholds for individual land development projects
- ✓ Significance thresholds for transportation projects

Lead agencies have the discretion to set significance thresholds appropriate for their jurisdiction, if adequate justification is provided. OPR, in its technical advisory for implementation of SB 743, provides recommended significance thresholds for land development projects in urban areas. VRPA staff will work with the City to determine appropriate significance thresholds in consideration of the unique circumstances of the City.

Certain project types may be excluded from the requirement to do a CEQA VMT analysis for a variety of reasons. OPR's technical advisory includes discussion of various project types that would be excluded:

- ✓ Small projects.
- ✓ Goods movement projects, including agricultural goods (although OPR recommends consideration of employee trips related to goods movement).
- ✓ Affordable housing projects.

For these and other project types, VRPA will make recommendations regarding the types of projects that could be excluded from CEQA VMT Analysis and justification will be provided for the recommendations. As part of this task, VRPA will provide recommendations for the criteria to determine whether a project can be appropriately excluded from CEQA VMT Analysis based on project type, size, and other relevant project characteristics.

TASK 5 Mitigation Measures

CEQA requires that lead agencies consider mitigation for significant impacts. VRPA will identify potential VMT mitigation approaches for the various project types and circumstances to be addressed in the VMT Analysis considering specific circumstances in the City of Hanford. VRPA will seek to identify mitigation approaches for various types of projects. A goal of this process will be to identify mitigation that we anticipate will be feasible and effective in avoiding or reducing significant VMT impacts to levels of less than significant. As a component of this task, VRPA will consider VMT mitigation recommendations of the California Air Pollution Control Officers Association (CAPCOA) and California Air Resources Board (CARB).

TASK 6 Level of Service Analysis

SB 743 may be extended for use on roadway projects, but local agencies have the discretion to continue to use delay and LOS as performance measures for roadway projects or switch to VMT. VRPA will discuss the advantages and disadvantages of using delay and LOS or VMT as the performance measure for roadway projects after the implementation of SB 743. VRPA will also work with the City to recommend the appropriate performance measure as well as significance thresholds for whichever performance measure is selected.

Even with the transition to VMT Analysis under CEQA, the City may continue to conduct level of service analyses for certain projects even though delay and LOS will not be used to determine significant impacts under CEQA. Information on when and how to conduct analysis of level of service and delay will also be included in the VMT Analysis.

TASK 7 Documentation

VRPA will prepare a draft City of Hanford VMT Analysis document that describes the requirements and approach to be used for VMT-related and other CEQA-required transportation impact analysis, significance determinations, and mitigation measures. The VMT Analysis will also provide guidance on analysis of levels of service, including defining when such analysis is required. The draft document will be provided to and reviewed with City staff.

TASK 8 Response to Comments

Based on City input on the draft VMT Analysis, VRPA will prepare a proposed final document for consideration by the Planning Commission and the City Council. As discussed at Task 1, VRPA will be prepared to participate in a virtual Planning Commission meeting and a virtual City Council meeting to present the proposed Analysis.

SCHEDULE, STAFFING, AND FEE

SB 743 VMT Analysis

City of Hanford

March 9, 2021

SCHEDULE

It is estimated that a Draft Report can be completed within sixteen (16) weeks from receipt of the notice to proceed and that a Final Report can be completed within two (2) weeks of receipt of all comments on the Draft Report.

STAFFING

The project will be conducted under the direction of Georgiena Vivian, President and Mr. Erik Ruehr, Director of Traffic Engineering. Other VRPA staff members will assist as necessary.

FEE

The proposed fee for the work described above is \$36,457, as detailed on the attached cost estimate.

City of Hanford
Project: SB 743 VMT Analysis
Consultant: VRPA Technologies, Inc.

Task Description		VRPA Technologies, Inc.									
		Georgiena Vivian	Erik Ruehr	Richard Lee	Dena Graham	Jeff Stine	Support Staff	Total Hours	Total Labor	Expenses	Total Budget
Hourly Rate:		\$304.24	\$205.32	\$195.16	\$135.35	\$134.28	\$82.20				
0	Project Management	8	2	0	12	0	0	22	\$ 4,468.76	\$ -	\$ 4,468.76
1	Consultation & Meetings	4	12	0	0	0	0	16	\$ 3,680.80	\$ -	\$ 3,680.80
2	Gather Relevant Reference Materials	0	2	0	0	2	8	12	\$ 1,336.80	\$ -	\$ 1,336.80
3	VMT Analysis	4	16	0	0	12	0	32	\$ 6,113.44	\$ -	\$ 6,113.44
4	Significance Thresholds	2	8	0	0	4	0	14	\$ 2,788.16	\$ -	\$ 2,788.16
5	Mitigation Measures	2	8	4	0	8	0	22	\$ 4,105.92	\$ -	\$ 4,105.92
6	Level of Service Analysis	2	8	0	0	12	0	22	\$ 3,862.40	\$ -	\$ 3,862.40
7	Documentation	6	8	2	4	8	12	40	\$ 6,460.36	\$ -	\$ 6,460.36
8	Response to Comments	4	8	4	0	0	0	16	\$ 3,640.16	\$ -	\$ 3,640.16
Total:		32	72	10	16	46	20	196	\$ 36,457	\$ -	\$ 36,457
Total By Staff Member:		\$ 9,736	\$ 14,783	\$ 1,952	\$ 2,166	\$ 6,177	\$ 1,644				
Total % Budget By Staff Member:		27%	41%	5%	6%	17%	5%				

Attachment: Attachment 2 - Cost Estimate (CD: Award of Contract - VRPA)

AGREEMENT FOR SERVICES

This Agreement for Professional Services ("Agreement") is made and entered into this day of _____, 2021, by and between the City of Hanford, a municipal corporation ("City"), and VPRA Technologies, Inc. ("Consultant").

RECITALS

A. Consultant represents to City that it possesses the skill, experience, ability, background, and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and

B. City desires to retain Consultant to provide professional planning services for the development of an analysis of the General Plan Update (2017) to determine the vehicles miles traveled (VMT) implications of the General Plan, to establish a streamlined VMT analysis for projects that are consistent with the General Plan; and for the preparation of a guidance document for VMT analysis of individual projects which are not consistent with, or proposing amendments to, the General Plan, in order to address the requirements of Senate Bill (SB) 743.

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

1. **Retention of Consultant.** Subject to the terms and conditions set forth herein, City retains Consultant to perform the services identified in this Agreement, as an independent contractor, and Consultant hereby accepts this independent contractor appointment.

2. **Scope of Services and City Responsibilities.**

- a. Consultant shall perform the services ("Services") described on the attached **Exhibit A**, which is incorporated herein by reference. To the maximum extent possible, the terms of the body of this Agreement and Exhibit A shall be interpreted so they are consistent; however, if there is a direct and irreconcilable conflict between the text of this Agreement and Exhibit A, the former shall control.
- b. Consultant shall correct any and all errors and/or omissions, which arise out of Consultant's negligence or intentional misconduct, in the performance of the Services and any documents resulting therefrom even though City has accepted said Services or documents. Consultant shall make such corrections upon City's request and at no cost or expense to City.

3. **Time of Performance.**

- a. The services shall completed pursuant to the schedule specified in Exhibit A.

4 **Compensation.**

- a. Consultant's total compensation under this Agreement shall be ***Thirty-Six Thousand Four Hundred Fifty-Seven Dollars (\$36,457)*** ("Total Compensation Amount") **Exhibit B**, which includes Consultant's fees for services and its expenses.
- b. Payment by City under this Agreement shall not be deemed a waiver of errors, even if such errors were known to the City at the time of payment.

5. **Method of Payment.** With the exception of the Deposit, Consultant shall submit billings to City for the amounts due hereunder. City shall pay Consultant no later than sixty (60) calendar days after the date of submittal of an invoice for completed tasks and approval of the invoice by City staff.

6. **Extra Work.** At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Services, but which are not included in Exhibit A. Extra work will be performed on terms agreed upon by the parties. Consultant shall not perform, nor be compensated for Extra Work without written authorization from City.

7. **Termination.** This Agreement may be terminated by the City immediately and without notice for cause or by City without cause upon ten (10) days' written notice of termination to Consultant. Upon termination, Consultant shall be entitled to retain the Deposit, unless this Agreement is terminated for cause, in which case, Consultant will refund the Deposit to City upon demand.

8. **Ownership of Documents.** All plans, studies, documents and other writings and electronic disks containing drawings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

However, the City's use of completed documents for other projects and/or the use of uncompleted documents without the written authorization of Consultant will be at the City's sole risk. The City shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant from all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from any unauthorized reuse of, or changes to the Project Documents not performed by the Consultant.

9. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for City to use, modify, reuse or sublicense any and all copyrights,

designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data electronic or otherwise recorded on computer diskettes which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted non-exclusive and perpetual license for any Documents & Data the subcontractor prepared under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purpose intended by this Agreement shall be at City's sole risk. The City shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant from all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from any unauthorized reuse of or changes to the Project Documents not performed by the Consultant.

10. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name, insignia, photographs, or the project for which Consultant's Services are rendered, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent by City. Notwithstanding the foregoing, the City acknowledges that the Consultant may want/need to include projects performed under this Agreement on proposals for similar work in the future. The City hereby grants permission to list any projects performed under this agreement for marketing purposes; provided however, Consultant will not make any representations regarding City's satisfaction with Consultant's work product unless Consultant receives a written statement or evaluation from City.

11. **Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's programs or guidelines currently in effect as identified and provided to Consultant by City.

12. **Insurance Requirements.**

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies, which are required by City's insurer:

i. Workers Compensation Coverage. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

ii. Commercial General Liability (CGL) Coverage. Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with a limit of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, and a general aggregate limit of no less than Four Million Dollars (\$4,000,000).

iii. Automobile Liability Coverage. ISO Form Number CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

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

Consultant's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

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

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

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

i. The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations;

products used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38 **and** CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees or volunteers.

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

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

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

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

d. Consultant hereby grants to the City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Consultant may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Consultant agrees to obtain endorsements necessary to affect 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.

13. **Indemnification.** To the fullest extent allowable by law, Consultant agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Consultant's or its owners, directors, officers, managers, employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and Consultants responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole or active negligence or willful acts. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement.

14. **Independent Contractor Status.** It is understood and agreed that Consultant, in the performance of the Services to be performed pursuant to this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no retirement benefits or other benefits which accrue to City's employees and Consultant hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between City and Consultant.

15. **Consultant's Books and Records.**

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

b. Consultant shall maintain all documents and records that demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City. Copies of such documents shall be provided to the City for inspection at the City offices.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in the City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. **Interest of Consultant.** Consultant and its shareholders covenants and represents that they do not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's Services hereunder. Consultant further covenants and represents that in the performance of the Services hereunder, to the best of its knowledge no person having any such interest shall perform any Services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. FPPC Reg. Sec. 18700, et seq.

17. **Professional Ability of Consultant.** City has relied upon Consultant's representations regarding its experience and professional ability to perform the Services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled personnel to perform all Services under this Agreement. The primary provider of the Services called for by this Agreement shall be **GEORGIENA VIVIAN** and **ERIK RUEHR**, who shall not be replaced without the written consent of the City.

18. **Compliance with Laws.** Consultant shall use the proper standard of care in performing the Services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations in effect at the time the agreement is executed. In addition, if the request for proposal to provide professional services which are the subject of this Agreement cited any federal or state financial assistance involved in the project for which the Services are provided, the Consultant shall perform all services in accordance with all applicable federal and state laws, rates and regulations in effect at the time the agreement is executed.

19. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, and insurance which are legally required of Consultant to lawfully and competently perform the Services. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and insurance which are legally required of Consultant to lawfully and competently perform the Services. Consultant shall maintain a City of Hanford business license.

20. **Assignment and Subcontracting.** The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City, which will not be unreasonably withheld. Consultant shall not subcontract any portion of the Services to be performed under this Agreement without the express written consent of the City, which will not be unreasonably withheld. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall: (i) create any contractual relationship between City and subcontractor; (ii) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; (iii) or relieve Consultant of any of its obligations and responsibilities under this Agreement.

21. **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable

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

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

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

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

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

26. **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

27. **Mediation.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

28. **Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or result from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee

of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. **Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

30. **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, 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 first class mail, charges and postage prepaid, property addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

Mario Cifuentez
City of Hanford
319 N. Douty
Hanford, CA 93230

Georgiena Vivian and Erik Ruehr
VPRA Technologies, Inc.
4630 W. Jennifer, Ste. 105
Fresno, CA 93722

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

CITY

CITY OF HANFORD,
a Municipal Corporation

By: _____
Mario Cifuentez
City Manager

CONSULTANT

VPRA Technologies, Inc.

By: _____
Georgiena M. Vivian
President

Initial: City_____ Consultant_____

By: _____
Erik Ruehr
Director of Traffic Engineering

Attachment: Attachment 3 - Agreement for Services (CD: Award of Contract - VPRA)

Initial: City_____ Consultant_____

Exhibit A
Scope of Services

Attachment: Attachment 3 - Agreement for Services (CD: Award of Contract - VPRA)

SCOPE OF SERVICES
Senate Bill 743 Vehicle Miles Traveled (VMT) Analysis
City of Hanford
March 9, 2021

PURPOSE

The purpose of this scope of services is to prepare an analysis to address the City of Hanford's compliance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines pertaining to evaluation of transportation impacts, including changes to CEQA pursuant to Senate Bill (SB) 743 of 2013 and the resulting CEQA Guidelines amendments of 2018. These CEQA amendments change the way that transportation analyses are to be conducted for CEQA studies, in most cases changing the measure of a project's impact from delay and level of service (LOS) to vehicle miles traveled (VMT). CEQA lead agencies were required to begin using VMT or a similar metric for evaluating transportation impacts under CEQA by July 1, 2020.

The intent of this scope of services is to develop a VMT Analysis for the City of Hanford to comply with the new CEQA requirements without causing undue disruption in the processing of land development projects, roadway improvements, and community plans. In addition to providing guidance for VMT Analysis, the Analysis will provide guidance on addressing other transportation-related considerations, including when and how traffic impact analyses of levels of service and delay may still be required to determine the roadway improvements needed to support development projects.

The remainder of this scope of work is divided into tasks that provide additional detail.

TASK 1 Consultation/Meetings

At the time of preparation of this proposal no in-person meetings were allowed due to the COVID-19 situation. Therefore, all meetings related to this project are assumed to be conducted remotely. If the situation improves and it is determined that in-person meetings are necessary, a separate scope of work and fee will be developed to attend meetings in person. Key VRPA staff will participate in a kick-off conference call with City of Hanford representatives to discuss the approach for developing VMT analysis guidelines. Key VRPA staff will also meet via conference call with City representatives to discuss City review comments on the draft VMT Analysis document. Key VRPA staff will also participate and be prepared to present the recommended VMT Analysis at one virtual Planning Commission Meeting and one virtual City Council meeting. Other project coordination will be conducted through additional conference calls. Project conference calls will be held as necessary throughout the course of the project.

TASK 2 Gather Relevant Reference Materials

VRPA has conducted and/or reviewed a large number of VMT analysis guidelines that have been produced for various agencies within California. We will refer to these documents located in our files in order to prepare VMT analysis guidelines for the City of Hanford. It is understood that City staff will not need to

*Scope of Work – SB 743 VMT Analysis – City of Hanford
VRPA TECHNOLOGIES, INC.*

review guidelines from other jurisdictions since VRPA and City staff will focus on producing an approach specific to Hanford.

TASK 3 VMT Analysis Methodology

The VMT analysis will include two components:

- ✓ Analysis of the General Plan Update to determine the VMT implications of the update and to establish a streamlined VMT analysis for projects that are consistent with the General Plan
- ✓ Guidance for VMT analysis of individual projects

The analysis of the General Plan Update will require model runs of the KCAG model with the current General Plan and the proposed General Plan Update. It is assumed that the model runs will be provided by the City of Hanford as part of its work on the General Plan Update. If not, VRPA can work with KCAG to provide the model runs based on an additional scope of work and fee. Based on the results of these models run, VRPA will determine whether implementation of the General Plan Update will result in a significant VMT impact. If there is no VMT impact, all individual projects that are consistent with the General Plan Update can be screened out of requiring a VMT analysis. If there is a VMT impact, the City may issue a statement of overriding considerations that will allow individual projects that are consistent with the General Plan Update to tier off the General Plan Update EIR and therefore be screened out of requiring a VMT analysis.

The conduct of the General Plan Update and EIR is assumed to be conducted by others. VRPA will provide the necessary transportation analysis as described above to be incorporated into the General Plan Update and EIR.

For VMT analysis of individual projects, VRPA will develop the recommended VMT Analysis methodology for the City of Hanford with the intent of providing for efficient analysis of VMT with readily available tools and to provide for a consistent approach for various project types (land use and transportation projects). VMT Analysis methods for land development projects will consider:

- ✓ Use of VMT analysis maps that have been made available by KCAG.
- ✓ Considerations for running the KCAG model to conduct VMT analysis for projects where use of the KCAG VMT analysis maps would be inappropriate.

VRPA staff will provide a recommended approach to the issues identified above for review by the City.

TASK 4 Significance Thresholds

CEQA requires the identification of significance thresholds by which it will be determined whether a project would have significant VMT impacts including:

- ✓ Significance thresholds for General Plan Update
- ✓ Significance thresholds for individual land development projects
- ✓ Significance thresholds for transportation projects

*Scope of Work – SB 743 VMT Analysis – City of Hanford
VRPA TECHNOLOGIES, INC.*

Lead agencies have the discretion to set significance thresholds appropriate for their jurisdiction, if adequate justification is provided. OPR, in its technical advisory for implementation of SB 743, provides recommended significance thresholds for land development projects in urban areas. VRPA staff will work with the City to determine appropriate significance thresholds in consideration of the unique circumstances of the City.

Certain project types may be excluded from the requirement to do a CEQA VMT analysis for a variety of reasons. OPR's technical advisory includes discussion of various project types that would be excluded:

- ✓ Small projects.
- ✓ Goods movement projects, including agricultural goods (although OPR recommends consideration of employee trips related to goods movement).
- ✓ Affordable housing projects.

For these and other project types, VRPA will make recommendations regarding the types of projects that could be excluded from CEQA VMT Analysis and justification will be provided for the recommendations. As part of this task, VRPA will provide recommendations for the criteria to determine whether a project can be appropriately excluded from CEQA VMT Analysis based on project type, size, and other relevant project characteristics.

TASK 5 Mitigation Measures

CEQA requires that lead agencies consider mitigation for significant impacts. VRPA will identify potential VMT mitigation approaches for the various project types and circumstances to be addressed in the VMT Analysis considering specific circumstances in the City of Hanford. VRPA will seek to identify mitigation approaches for various types of projects. A goal of this process will be to identify mitigation that we anticipate will be feasible and effective in avoiding or reducing significant VMT impacts to levels of less than significant. As a component of this task, VRPA will consider VMT mitigation recommendations of the California Air Pollution Control Officers Association (CAPCOA) and California Air Resources Board (CARB).

TASK 6 Level of Service Analysis

SB 743 may be extended for use on roadway projects, but local agencies have the discretion to continue to use delay and LOS as performance measures for roadway projects or switch to VMT. VRPA will discuss the advantages and disadvantages of using delay and LOS or VMT as the performance measure for roadway projects after the implementation of SB 743. VRPA will also work with the City to recommend the appropriate performance measure as well as significance thresholds for whichever performance measure is selected.

Even with the transition to VMT Analysis under CEQA, the City may continue to conduct level of service analyses for certain projects even though delay and LOS will not be used to determine significant impacts under CEQA. Information on when and how to conduct analysis of level of service and delay will also be included in the VMT Analysis.

Scope of Work – SB 743 VMT Analysis – City of Hanford
VRPA TECHNOLOGIES, INC.

TASK 7 Documentation

VRPA will prepare a draft City of Hanford VMT Analysis document that describes the requirements and approach to be used for VMT-related and other CEQA-required transportation impact analysis, significance determinations, and mitigation measures. The VMT Analysis will also provide guidance on analysis of levels of service, including defining when such analysis is required. The draft document will be provided to and reviewed with City staff.

TASK 8 Response to Comments

Based on City input on the draft VMT Analysis, VRPA will prepare a proposed final document for consideration by the Planning Commission and the City Council. As discussed at Task 1, VRPA will be prepared to participate in a virtual Planning Commission meeting and a virtual City Council meeting to present the proposed Analysis.

Scope of Work – SB 743 VMT Analysis – City of Hanford
VRPA TECHNOLOGIES, INC.

SCHEDULE, STAFFING, AND FEE
SB 743 VMT Analysis
City of Hanford
March 9, 2021

SCHEDULE

It is estimated that a Draft Report can be completed within sixteen (16) weeks from receipt of the notice to proceed and that a Final Report can be completed within two (2) weeks of receipt of all comments on the Draft Report.

STAFFING

The project will be conducted under the direction of Georgiena Vivian, President and Mr. Erik Ruehr, Director of Traffic Engineering. Other VRPA staff members will assist as necessary.

FEE

The proposed fee for the work described above is \$36,457, as detailed on the attached cost estimate.

Attachment: Attachment 3 - Agreement for Services (CD: Award of Contract - VPRA)

Initial: City_____ Consultant_____

Exhibit B
Task Budget

Attachment: Attachment 3 - Agreement for Services (CD: Award of Contract - VPRA)

Task Description		VRPA Technologies, Inc.										
		Georgiana Vivian	Erik Ruehr	Richard Lee	Dena Graham	Jeff Stine	Support Staff	Total	Total Labor	Expenses	Total Budget	
Hourly Rate:		\$304.24	\$205.32	\$195.16	\$135.35	\$134.28	\$82.20	Hours				
0	Project Management	8	2	0	12	0	0	22	\$ 4,468.76	\$ -	\$ 4,468.76	
1	Consultation & Meetings	4	12	0	0	0	0	16	\$ 3,680.80	\$ -	\$ 3,680.80	
2	Gather Relevant Reference Materials	0	2	0	0	2	8	12	\$ 1,336.80	\$ -	\$ 1,336.80	
3	VMT Analysis	4	16	0	0	12	0	32	\$ 6,113.44	\$ -	\$ 6,113.44	
4	Significance Thresholds	2	8	0	0	4	0	14	\$ 2,788.16	\$ -	\$ 2,788.16	
5	Mitigation Measures	2	8	4	0	8	0	22	\$ 4,105.92	\$ -	\$ 4,105.92	
6	Level of Service Analysis	2	8	0	0	12	0	22	\$ 3,862.40	\$ -	\$ 3,862.40	
7	Documentation	6	8	2	4	8	12	40	\$ 6,460.36	\$ -	\$ 6,460.36	
8	Response to Comments	4	8	4	0	0	0	16	\$ 3,640.16	\$ -	\$ 3,640.16	
Total:		32	72	10	16	46	20	196	\$ 36,457	\$ -	\$ 36,457	
Total By Staff Member:		\$ 9,736	\$ 14,783	\$ 1,952	\$ 2,166	\$ 6,177	\$ 1,644					
Total % Budget By Staff Member:		27%	41%	5%	6%	17%	5%					



AGENDA STAFF REPORT

MEETING DATE: 3/16/2021

AGENDA SECTION: B

SUBJECT:

Public Works: Approval of a Notice of Completion for the Eastside Sanitary Sewer Trunk Main Project at a total construction cost of \$9,847,534.09, and authorization for the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.

RECOMMENDATION:

That the City Council, by motion, approve a Notice of Completion for the Eastside Sanitary Sewer Trunk Main Project at a total construction cost of \$9,847,534.09, and authorize the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.

BACKGROUND:

On May 5, 2020, the Council awarded the Eastside Sanitary Sewer Trunk Main Project to Floyd Johnston Construction of Clovis, CA. This project consists of installing a sanitary sewer trunk main on Houston Ave. from the Waste Water Treatment Plant to 9th Ave., and on 9th Ave. from Houston to Lacey Blvd. Additional improvements installed in conjunction with Kings County forces included the installation of new culvert pipe(s) crossing at Lakeside Ditch on 9th Ave. and Houston Ave.

There were (11) contract change orders on this project:

CCO #	Amount \$	% of Contingency	Combined Total \$\$ from CCO's	% of Contingency used (combined total)	Total % of Project (goal 3%)	Contract total (including change)
1	\$0.00	0.00%	\$0.00	0.00%	0.00%	\$9,783,147.40
2	-\$12,929.80	-5.17%	-\$12,929.80	-5.17%	-0.13%	\$9,770,217.60
3	\$6,827.46	2.73%	-\$6,102.34	-2.44%	-0.06%	\$9,777,045.06
4	\$6,400.00	2.56%	\$297.66	0.12%	0.00%	\$9,783,445.06
5	\$116,068.32	46.43%	\$116,365.98	46.55%	1.19%	\$9,899,513.38
6	\$77,486.97	30.99%	\$193,852.95	77.54%	1.98%	\$9,977,000.35
7	\$50,975.00	20.39%	\$244,827.95	97.93%	2.50%	\$10,027,975.35
8	-\$84,216.70	-33.69%	\$160,611.25	64.24%	1.64%	\$9,943,758.65
9	-\$2,012.19	-0.80%	\$158,599.06	63.44%	1.62%	\$9,941,746.46
10	-\$17,521.86	-7.01%	\$141,077.20	56.43%	1.44%	\$9,924,224.60
11	-\$49,690.51	-19.88%	\$91,386.69	36.55%	0.93%	\$9,874,534.09

In total change orders amounted to a net increase of \$91,386.69 or just 1% of the total contract price.

FISCAL IMPACT:

This project was funded in part by an Economic Development Administration (EDA) Grant in the amount of \$3,000,000.00. For the local share of the project, the FY 18/19 Wastewater Capital Improvement Budget provided \$4,404,299.78, and the Wastewater Impact Fee Budget provided \$2,778,847.62 for a total project budget of \$10,183,147.40 for the construction, contingency, and construction engineering services. The Final Project Construction and Finance History Report are attached for Council review.

ATTACHMENTS:

Final Project Construction and Finance History

NOC - Recording Original - Word Doc

NOC - Recording Original - PDF Doc

FINAL PROJECT CONSTRUCTION AND FINANCE HISTORY

PROJECT: Eastside Sanitary Sewer Trunk Main Project
CONTRACTOR: Floyd Johnston Construction
 2301 Herndon
 Clovis CA 93611

CONTRACT DATES: Bid Date April 15, 2020
 Council Award May 5, 2020
 Contractor Started Work July 6, 2020
 Contract Time of Completion December 06, 2020
 Contractor Completed Work January 15, 2021

CONTRACT CHANGE ORDERS:

CCO #	Amount \$	% of Contingency	Combined Total \$\$ from CCO's	% of Contingency used (combined total)	Total % of Project (goal 3%)	Contract total (including change)
1	\$0.00	0.00%	\$0.00	0.00%	0.00%	\$9,783,147.40
2	-\$12,929.80	-5.17%	-\$12,929.80	-5.17%	-0.13%	\$9,770,217.60
3	\$6,827.46	2.73%	-\$6,102.34	-2.44%	-0.06%	\$9,777,045.06
4	\$6,400.00	2.56%	\$297.66	0.12%	0.00%	\$9,783,445.06
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11	-\$49,690.51	-19.88%	\$91,386.69	36.55%	0.93%	\$9,874,534.09

FINANCIAL HISTORY:

SOURCE OF BUDGET FUNDING

SOURCE OF BUDGET FUNDING	AMOUNT
Wastewater Impact Fees	\$ 2,778,847.62
Wastewater Capital	\$ 4,404,299.78
EDA Grant	<u>\$ 3,000,000.00</u>
Total Budget Funding	\$ 10,183,147.40

CONSTRUCTION COST:

Original Contract – Total Bid Award	\$ 9,783,147.40
Contract Change Order Total	\$ 91,386.69
 Total Construction Cost	 \$ 9,874,534.09
Balance (Credit)	<u>-\$335,613.31</u>

RECORDING REQUESTED BY:
CITY OF HANFORD

When recorded return to:

City Clerk
City of Hanford
315 North Douty Street
Hanford, California 93230-3951

G.C. 27361.3 - Fee NIL

NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located: Houston Ave. and 9th Ave. Hanford CA
2. The Improvement is particularly described as: Eastside Sanitary Sewer Trunk Main Project
3. The date of completion of the work of Improvement: January 15, 2021
4. The Owner of the work of Improvement: City of Hanford
5. The nature of the owner's interest or estate: Fee Simple Title
6. The name of the original contractor for the work of Improvement: Floyd Johnston Construction.
7. The surety for the work of Improvement: Fidelity and Deposit Company of Maryland
8. All work for this project has been completed.
9. Accepted by minute action of the City Council of the City of Hanford on:
March 16, 2021

I certify under penalty of perjury that the foregoing is true and correct.
Dated this 16th day of March, 2021.

BY: _____
Francisco Ramirez, Mayor
City of Hanford, County of Kings, State of California

Attachment: NOC - Recording Original - Word Doc (PW: NOC Eastside Sanitary Sewer Trunk Main Project)

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Hanford, California, this ____ day of _____, 2021.

BY: _____
Francisco Ramirez, Mayor
City of Hanford, County of Kings, State of California

Authority: Section 1181 Civil Code

RECORDING REQUESTED BY:
CITY OF HANFORD

When recorded return to:

City Clerk
City of Hanford
315 North Douty Street
Hanford, California 93230-3951

G.C. 27361.3 - Fee NIL

NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located: Houston Ave. and 9th Ave. Hanford CA
2. The Improvement is particularly described as: Eastside Sanitary Sewer Trunk Main Project
3. The date of completion of the work of Improvement: January 15, 2021
4. The Owner of the work of Improvement: City of Hanford
5. The nature of the owner's interest or estate: Fee Simple Title
6. The name of the original contractor for the work of Improvement: Floyd Johnston Construction.
7. The surety for the work of Improvement: Fidelity and Deposit Company of Maryland
8. All work for this project has been completed.
9. Accepted by minute action of the City Council of the City of Hanford on:
March 16, 2021

I certify under penalty of perjury that the foregoing is true and correct.
Dated this 16th day of March, 2021.

BY: _____
Francisco Ramirez, Mayor
City of Hanford, County of Kings, State of California

Attachment: NOC - Recording Original - PDF Doc (PW: NOC Eastside Sanitary Sewer Trunk Main Project)

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Hanford, California, this ____ day of _____, 2021.

BY: _____
Francisco Ramirez, Mayor
City of Hanford, County of Kings, State of California

Authority: Section 1181 Civil Code

Attachment: NOC - Recording Original - PDF Doc (PW: NOC Eastside Sanitary Sewer Trunk Main Project)



AGENDA STAFF REPORT

MEETING DATE: 3/16/2021	AGENDA SECTION: C
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SUBJECT:

Administration: Accept the Summary Report from Outlier Services, LLC, regarding the City Council's Goals & Objectives and adoption of Resolution 21-08-R, thereby Adopting Professional Governance Standards for the City Council.

RECOMMENDATION:

That the City Council, by motion, accept the Summary Report from Outlier Services, LLC; review Revised Goal Statements for Council Consideration; and Adopt Resolution 21-08-R Adopting Professional Governance Standards for the City Council.

BACKGROUND:

The City contracted with Outlier Services, LLC, to conduct the 2021 Goals & Objectives Council planning session. The meeting was held on February 19, 2021 and was an all-day planning session. The primary purpose of this annual workshop is to provide council members extended periods of time to discuss items of priority for the council, receive updates from staff, and explore ideas, interests, and future planning for the city.

Attached to this report is the complete Summary Report as well as the full Agenda from the planning session. The first session was devoted to reviewing the Best Practices for Participatory Governance and "deeper dive" into City Council Member Roles & Responsibilities; a follow-up to last year's session.

From there, the Council members received a briefing on the current status of the City's Fund Balances and a first look at a much-improved fund structure that provided a much better understanding for the Council than previous presentations. From there, transitioned into a round table discussion with each council member having an opportunity to meet with 1 or 2 directors to go over the departmental accomplishments in furtherance of the adopted Council Goals for FY 20-21. The whole group de-brief enabled council and staff to openly discuss the status of the current goals and their relative importance and relevance moving forward into the next fiscal year. The discussion of each goal resulted in a consensus among council as to the appropriate

path to transition from the current year to an updated interpretation of these goals for 2021-22. Below is a brief recap of each item and a sample Goal Statement:

1. Parks & Recreation

Open discussion included a recap of the concerns from last year that led to the formation of this goal. Staff were reminded of council interests in enhancing park maintenance and upkeep, increasing collaboration with local schools for increased joint-use agreements, and the need for more clear direction/priorities from council to help guide/direct staff in the allocation of limited resources.

All parties agree that good progress is being made and that this goal should continue into the next FY to allow for more progress and formal actions to be taken. It was further discussed that the goal should be updated to be less operational and more broadly express council desire to sustain a progressive, innovative and positive parks program.

SUGGESTED GOAL STATEMENT REVISION:

Council will review the Parks Master Plan as needed to ensure that formal decisions, actions and allocation of resources enhance and maximize the important role of parks in helping to achieve improved quality of living for all citizens.

2. Property Management

Open discussion included a recap of the concerns from last year that led to the formation of this goal. Staff was reminded of council interests in approving a comprehensive property-management plan. This would enable council to manage the various properties with a clear understanding of both their individual and collective value/function to meet the city's goals for the community. Council also expressed interest in standardizing policies for property agreements and if exceptions were to exist that an appropriate rationale be provided in writing and made clear and transparent to the public.

All parties agree that good progress is being made and that this goal should continue into the next FY to allow for more progress and formal actions to be taken. It was further discussed that the goal should be updated to be less operational and more broadly express council desire to sustain a clear, fair, and consistent property management plan.

SUGGESTED GOAL STATEMENT REVISION:

Council will review the Property Management Plan periodically to ensure that property management decisions, actions and allocation of resources help to advance and achieve improved quality of living for all citizens.

3. Public Outreach & Transparent Government

Open discussion included a recap of the concerns from last year that led to the formation of this goal. Staff was reminded of council interests in a more comprehensive system of public

communications designed to be multi-faceted and conclude sources proven to be most effective in reaching a broad cross-section of the citizens including regular communications provided in English and Spanish. It was also acknowledged that the unexpected onset of the global pandemic forced the city into an expansion of its capacity for online, remote and virtual modes of communication and business. Many of these strategies are the silver linings from the pandemic crisis and provide new, innovative methods for communication and public outreach going forward.

This is one area where staff acknowledged that progress is still lacking. As the pandemic begins to wind down, staff is interested in conducting a simple survey of Hanford citizens to better assess their needs/desires relative to improved communications with the city.

All parties agree that this goal should continue into the next FY to allow for more progress and formal actions to be taken. It was further discussed that the goal should continue as stated with more attention given to measurable objectives and targeted planned actions.

SUGGESTED GOAL STATEMENT REVISION:

The City of Hanford and all of its citizens will be kept informed of important city matters through a well-aligned and multi-faceted system of public communications.

4. Homelessness - Challenges & Opportunities

Open discussion included a recap of the concerns from last year that led to the formation of this goal. Staff shared an overview of the HART officers and their work to specifically monitor and address the needs of the homeless. Overall, the homeless population in Hanford is well-monitored and ongoing efforts by Hanford PD and other city services has resulted in a decrease of homeless in the downtown and retail hubs in Hanford. Evidence of homeless and their impact including graffiti, tents, shopping carts, blankets and personal items have all decreased in the downtown and retail hubs of the city. Discussion then shifted toward the broader potential for this goal statement to help drive annual efforts to improve services and enforcement across multiple city departments.

All parties agree that this goal should continue into the next FY to allow for more progress and formal actions to be taken. It was further discussed that the goal should continue as stated with attention given to measurable objectives and targeted planned actions in multiple departments citywide.

SUGGESTED GOAL STATEMENT REVISION:

The City of Hanford will provide the best possible services and enforcements to preserve and enhance the health, safety and individual rights of all its citizens.

5. Customer Service

Open discussion included a recap of the concerns from last year that led to the formation of this goal. Staff intends to incorporate increased effectiveness and use of the city website as an

element of improved customer services. Also discussed was the importance of ongoing and annual staff training in all aspects of excellent customer service, and a more formal and consistent process for training and onboarding of newly elected councilmembers, planning commission, parks/rec commission and affiliate advisory groups to the city.

All parties agree that good progress is being made and that this goal should continue into the next FY to allow for more progress and formal actions to be taken. It was further discussed that the goal should continue as stated with attention given to measurable objectives and targeted planned actions in multiple departments citywide.

SUGGESTED GOAL STATEMENT REVISION:

All parties interacting with the City of Hanford at all levels shall experience positive, efficient and effective customer service.

6. Bonus Round - Additional Individual Council Interests

During this final period of the workshop individual council members were invited to share other personal interests/topics that were not prioritized for workshop agenda. Below is a list of the topics raised by individual council members with the understanding that these topics may be revisited and/or incorporated into future plans and actions by council over the course of the 2021-22 Fiscal year.

Mayor Francisco Ramirez

1. “Night Life” Strategic Plan
2. Lighting for public play area
3. Downtown Speaker System
4. Incentivize Business to install security cameras
5. Electronic Message Board (stationed in a popular gathering area)
6. Consider enlisting a Grant-writer/Lobbyist

Vice Mayor Diane Sharp:

1. Establish Building Maintenance Reserve Fund
2. Establish a Risk Management Fund
3. Update policy/agreements for equitable application of taxes
4. Update/ re-emphasize expectations to build confidence /strength as a Council.

Council Member Kalish Morrow:

1. Mixed-use Commercial Zoning
2. Explore new and innovative tools for Downtown incentives
3. Explore resources like SCRUM/ AGILE to help w/ teambuilding
4. Expand community partnerships: NAS Lemoore

Council Member John Draxler

1. Promote Community Events - Website/Message Board
2. Security Cameras / cost-effective deterrent

3. Re-invigorate agency partnerships w/ HESD and HJUHS

FISCAL IMPACT:

This report has no immediate financial impact but will establish the framework for the 20/21 budget that Council will consider.

ATTACHMENTS:

EXECUTIVE SUMMARY- 2021 Hanford Council Annual Goal Setting Workshop- FINAL
Governance Resolution 21-08-R

Professional Governance Standards

2021-02-19 City Council - Public Agenda

2021 Hanford City Council Strategic Planning Workshop Summary Report



Submitted by
Stan A. Carrizosa
February 21, 2021

2021 Hanford City Council Strategic Planning Workshop Summary Report

Introduction

On Friday, February 19, 2021, the Hanford City Council held their annual Strategic Planning Workshop at the Hanford City Offices, located at 319 N. Douty Street. In addition to all five (5) Council members, City staff executives were in attendance, including the City Manager, City Department Heads and select support staff.

The primary purpose of this annual workshop is to provide council members extended periods of time to discuss items of priority for the council, receive updates from staff, and explore ideas, interests, and future planning for the city. The meeting is an open meeting of the Hanford City Council held in public, with notice and agenda posted in accordance with the Ralph M. Brown Act.

The city enlisted the services of facilitator Stan A. Carrizosa to assist in preparing a meaningful agenda of topics for review, to facilitate a daylong workshop and prepare an executive summary for staff and council.

In preparation for the workshop, City Manager Mario Cifuentez met with senior managers and the group reviewed and discussed the progress currently being made on each of the five council-adopted Goals for 2020-21. The workshop was formatted to include an annual review of best practices for council/managers roles and responsibilities, a progress report on the current city Goals, and an opportunity to discuss the priorities going forward in preparation for the 2021-22 fiscal year.

Members of the public were invited to attend and were offered opportunities to provide public comment on items on the agenda and items of interest not on the agenda. Members of the public did attend and observe this workshop. Two opportunities were offered to receive public comment and no public comments were made.

The workshop began promptly at 9:00 a.m. There was a scheduled break for lunch at 12:30 p.m.. The workshop reconvened at 1:15 p.m. and was adjourned at 3:15 p.m. The council was able to address all items on the planned agenda and had an opportunity to raise additional items of individual interest. There was no action scheduled and no formal action was taken by the City Council at this workshop.

Hanford City Councilmembers in attendance at this workshop included: Mayor Francisco Ramirez, Vice-Mayor Diane Sharp, and Council members John Draxler Kalish Morrow. Council member Art Brieno was not in attendance. In attendance to support the Council's needs were City Manager Mario Cifuentez, City Clerk Natalie Corral, Acting Community Development Director Gabrielle Myers, Police Chief Parker Sever, Fire Chief Steve Pendergrass, Interim Finance Director Eric Frost, Public Works Director John Doyel, Parks and Community Services Director Brad Albert, and other management level employees.

Mayor Ramirez: Welcome & Introductions

Mayor Ramirez offered a welcome to all attendees and continued with a brief acknowledgement of appreciation for the staff and their efforts throughout the first half of the current year. He also thanked the public and community for their continued support and acknowledged the strong leadership and service of the city manager. This set the tone for a day of open, honest and positive discussion.

City Manager Cifuentez: Opening Remarks

The city manager provided opening remarks, which included expressing appreciation for the hard work of all staff and council. He presented a brief update on the major accomplishments as of the mid-year mark relative to the five selected annual Council-adopted Goals for 2020-21. He further acknowledged the unforeseen challenges posed by the pandemic and commended all staff and council for how well everyone has continued their work despite these challenges.

Workshop Purpose & Discussion Format

Facilitator Carrizosa presented a brief review of the process used to arrive at the day's agenda and a structured format for discussion and addressing items on the planned agenda. The agenda was organized into three sections including a review of governance standards and council roles and responsibilities, an update on the planning for the 2021-22 budget and fiscal year, and a review of the progress on the current-year goals. Mayor Ramirez would open the floor for public comment two different times during the workshop, once prior to the start of the morning agenda and a second time prior to the start of the afternoon agenda, with none of the few attendees choosing to speak.

City Council Member Roles & Responsibilities and Participatory Governance (Overview)

Facilitator Carrizosa presented a review of the core values embedded in participatory governance. All parties were reminded of the wide range of issues/expectations faced by city council and staff. Public officials must continually try to reconcile the reality of scarce resources and competing interests. As public officials they must have clear, transparent processes and systems for prioritizing resources and despite the inability to satisfy all parties in all matters, they strive to make decisions that serve the best interests of the majority. Public discussion can be uncomfortable when expressing differing opinions and beliefs but best practices for public discourse include a commitment to working as a team and having mutual respect for all perspectives.

Facilitator Carrizosa shared best practices from research in the area of Public Governance. Specifically, he reviewed the legal responsibility for council to govern as a whole body and their minimal authority to act as an individual.

Additionally, Carrizosa reviewed best practices for Communication Protocols between council members and the city manager and how council can best interact with city staff through their relationship with the city manager.

Facilitator Carrizosa reviewed the importance of creating and codifying clear systems, procedures and processes for city operations and how the regularly scheduled meetings and Study Sessions of the council can guide and monitor city operations and progress.

Council also discussed the importance of using relevant data and feedback strategies to inform their decision-making and how best to study an item and take public action to guide and support staff.

As a result of the discussion and review conducted by council of these important elements of good governance, it may be of interest to the council to consider formal action to adopt the “City of Hanford Professional Governance Standards.”

A draft of such standards has been created in accordance with best practices outlined in The Journey to Good Governance, Associations Now; *Katha Kissman & Beth Gazely*; July, 2015, and are provided as Exhibits A, B, & C of this report for the Council’s review and consideration:

Mid-year Progress Report on City of Hanford 2020-21 Goals

Facilitator Carrizosa led a “Roundtable” review of the current year goals. Each councilmember was stationed at their own table and provided note sheets for each of the five selected city goals.

Management staff members were paired off by division and each pair was assigned to start this activity stationed with one of the four council members at their respective roundtables. City manager Cifuentez had met previously with all senior managers and helped them prepare relevant informational updates on each of the five goals from their respective divisions.

Facilitator Carrizosa managed a timer that gave each management pair 15 minutes of time with each individual council member to engage in a more intimate and personalized exchange with council members. Managers were able to share details of their division’s progress toward accomplishing the annual goals. The intent of the roundtable format was to provide a more personal setting for individual council members to ask questions and share feedback specific to their respective levels of knowledge and understanding of the goal areas.

Following four 15-minute rotations through the roundtables, facilitator Carrizosa reconvened the session and led a whole group debrief of the roundtable updates presented by staff.

It was important to remind everyone of the foundation set at last year’s Planning Workshop, wherein clear distinctions were established between a major City-wide annual “Goal,” and the more operational and measurable “Objectives,” and “Planned Actions.” A brief review of

these important distinctions from the previous year workshop included a review of the definitions of a Council Goal to be adopted by Council, the Measurable Objectives to be created by managers and Planned Actions to be created by staff.

A “Goal” is a broad, overarching statement that sets the ideals and expectations for staff to prepare measurable objectives and planned actions to achieve the desired outcomes.

Goals should reflect the majority interests of the Council.

Measurable objectives and planned actions developed by staff should be supported by relevant and reliable research and data and be supported by department resource allocation.

EXAMPLE(S)

Goal Statement: All parties interacting with the City of Hanford at all levels shall experience positive, efficient and effective customer service.

Measurable Objective: Customer Service/Interaction Survey – Summary reports to Council each June and January.

Planned Action #1: Staff at all levels will participate in relevant and position-appropriate professional development to enhance customer service.

Planned Action #2: Staff at all levels will implement and assess at least three strategies for enhanced customer service.

Crosswalk From 2020-21 to 2021-22

The whole group de-brief enabled council and staff to openly discuss the status of the current goals and their relative importance and relevance moving forward into the next fiscal year. The discussion of each goal resulted in a consensus among council as to the appropriate path to transition from the current year to an updated interpretation of these goals for 2021-22. Discussion notes and recommendations are included for each of the following goals reviewed:

1. Parks & Recreation

CURRENT YEAR GOAL STATEMENT

Council will review the Parks Master Plan and prioritize key elements to better coordinate and align park decisions to help to advance and achieve improved quality of living for all citizens.

Open discussion included a recap of the concerns from last year that led to the formation of this goal. Staff were reminded of council interests in enhancing park maintenance and

upkeep, increasing collaboration with local schools for increased joint-use agreements, and the need for more clear direction/priorities from council to help guide/direct staff in the allocation of limited resources.

All parties agree that good progress is being made and that this goal should continue into the next FY to allow for more progress and formal actions to be taken. It was further discussed that the goal should be updated to be less operational and more broadly express council desire to sustain a progressive, innovative and positive parks program.

SUGGESTED GOAL STATEMENT REVISION:

Council will review the Parks Master Plan as needed to ensure that formal decisions, actions and allocation of resources enhance and maximize the important role of parks in helping to achieve improved quality of living for all citizens.

Remember, the most important companion to a Council-adopted Annual Goal are the more specific and measurable “objectives” set by division managers and the operational “planned actions” created by all support staff. These elements are implemented under the direction of the city manager and part of the management and staff annual performance reviews.

2. Property Management

CURRENT YEAR GOAL STATEMENT

Council will review all city-owned properties and take formal action as appropriate to ensure that property management decisions help to advance and achieve improved quality of living for all citizens.

Open discussion included a recap of the concerns from last year that led to the formation of this goal. Staff was reminded of council interests in approving a comprehensive property-management plan. This would enable council to manage the various properties with a clear understanding of both their individual and collective value/function to meet the city’s goals for the community. Council also expressed interest in standardizing policies for property agreements and if exceptions were to exist that an appropriate rationale be provided in writing and made clear and transparent to the public.

All parties agree that good progress is being made and that this goal should continue into the next FY to allow for more progress and formal actions to be taken. It was further discussed that the goal should be updated to be less operational and more broadly express council desire to sustain a clear, fair, and consistent property management plan.

SUGGESTED GOAL STATEMENT REVISION:

Council will review the Property Management Plan periodically to ensure that property management decisions, actions and allocation of resources help to advance and achieve improved quality of living for all citizens.

Remember, the most important companion to a Council-adopted Annual Goal are the more specific and measurable “objectives” set by division managers and the operational “planned

actions” created by all support staff. These elements are implemented under the direction of the city manager and part of the management and staff annual performance reviews.

3. Public Outreach & Transparent Government

CURRENT YEAR GOAL STATEMENT

The City of Hanford and all of its citizens will be kept informed of important city matters through a well-aligned and multi-faceted system of public communications.

Open discussion included a recap of the concerns from last year that led to the formation of this goal. Staff was reminded of council interests in a more comprehensive system of public communications designed to be multi-faceted and conclude sources proven to be most effective in reaching a broad cross-section of the citizens including regular communications provided in English and Spanish. It was also acknowledged that the unexpected onset of the global pandemic forced the city into an expansion of its capacity for online, remote and virtual modes of communication and business. Many of these strategies are the silver linings from the pandemic crisis and provide new, innovative methods for communication and public outreach going forward.

This is one area where staff acknowledged that progress is still lacking. As the pandemic begins to wind down, staff is interested in conducting a simple survey of Hanford citizens to better assess their needs/desires relative to improved communications with the city.

All parties agree that this goal should continue into the next FY to allow for more progress and formal actions to be taken. It was further discussed that the goal should continue as stated with more attention given to measurable objectives and targeted planned actions.

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Remember, the most important companion to a Council-adopted Annual Goal are the more specific and measurable “objectives” set by division managers and the operational “planned actions” created by all support staff. These elements are implemented under the direction of the city manager and part of the management and staff annual performance reviews.

EXAMPLE OBJECTIVE & PLANNED ACTION

1. Management Objective: *City staff will administer a simple public feedback survey designed to assess the residents’ most preferred and effective modes of public communications.*

Staff Planned Action: *Based on the city survey results, staff will consolidate and align current forms of communications with those most preferred by Hanford citizens.*

Staff Planned Action: *Once consolidated, aligned and/or newly implemented, all communication protocols will be codified into and public communications guide and widely circulated to inform all citizens of the avenues of communication available to them.*

4. Homelessness – Challenges & Opportunities

CURRENT YEAR GOAL STATEMENT

The City of Hanford will provide the best possible services and enforcements to preserve and enhance the health, safety and individual rights of all its citizens.

Open discussion included a recap of the concerns from last year that led to the formation of this goal. Staff shared an overview of the HART officers and their work to specifically monitor and address the needs of the homeless. Overall, the homeless population in Hanford is well-monitored and ongoing efforts by Hanford PD and other city services has resulted in a decrease of homeless in the downtown and retail hubs in Hanford. Evidence of homeless and their impact including graffiti, tents, shopping carts, blankets and personal items have all decreased in the downtown and retail hubs of the city. Discussion then shifted toward the broader potential for this goal statement to help drive annual efforts to improve services and enforcement across multiple city departments.

All parties agree that this goal should continue into the next FY to allow for more progress and formal actions to be taken. It was further discussed that the goal should continue as stated with attention given to measurable objectives and targeted planned actions in multiple departments citywide.

SUGGESTED GOAL STATEMENT REVISION:

The City of Hanford will provide the best possible services and enforcements to preserve and enhance the health, safety and individual rights of all its citizens.

Remember, the most important companion to a Council-adopted Annual Goal are the more specific and measurable “objectives” set by division managers and the operational “planned actions” created by all support staff. These elements are implemented under the direction of the city manager and part of the management and staff annual performance reviews.

5. Customer Service

CURRENT YEAR GOAL STATEMENT

All parties interacting with the City of Hanford at all levels shall experience positive, efficient and effective customer service.

Open discussion included a recap of the concerns from last year that led to the formation of this goal. Staff intends to incorporate increased effectiveness and use of the city website as an element of improved customer services. Also discussed was the importance of ongoing and annual staff training in all aspects of excellent customer service, and a more formal and

consistent process for training and onboarding of newly elected councilmembers, planning commission, parks/rec commission and affiliate advisory groups to the city.

All parties agree that good progress is being made and that this goal should continue into the next FY to allow for more progress and formal actions to be taken. It was further discussed that the goal should continue as stated with attention given to measurable objectives and targeted planned actions in multiple departments citywide.

SUGGESTED GOAL STATEMENT REVISION:

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Remember, the most important companion to a Council-adopted Annual Goal are the more specific and measurable “objectives” set by division managers and the operational “planned actions” created by all support staff. These elements are implemented under the direction of the city manager and part of the management and staff annual performance reviews.

6. Bonus Round – Additional Individual Council Interests

During this final period of the workshop individual council members were invited to share other personal interests/topics that were not prioritized for workshop agenda. Below is a list of the topics raised by individual council members with the understanding that these topics may be revisited and/or incorporated into future plans and actions by council over the course of the 2021-22 Fiscal year.

Mayor Francisco Ramirez

1. “Night Life” Strategic Plan
2. Lighting for public play area
3. Downtown Speaker System
4. Incentivize Business to install security cameras
5. Electronic Message Board (stationed in a popular gathering area)
6. Consider enlisting a Grant-writer/Lobbyist

Vice Mayor Diane Sharp:

1. Establish Building Maintenance Reserve Fund
2. Establish a Risk Management Fund
3. Update policy/agreements for equitable application of taxes
4. Update/ re-emphasize expectations to build confidence /strength as a Council.

Council Member Kalish Morrow:

1. Mixed-use Commercial Zoning
2. Explore new and innovative tools for Downtown incentives
3. Explore resources like SCRUM/ AGILE to help w/ teambuilding
4. Expand community partnerships: NAS Lemoore

Council Member John Draxler

1. Promote Community Events – Website/Message Board
2. Security Cameras / cost-effective deterrent
3. Re-invigorate agency partnerships w/ HESD and HJUHSD

RESOLUTION 21-08-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD ADOPTING
PROFESSIONAL GOVERNANCE STANDARDS FOR THE CITY COUNCIL OF THE
CITY OF HANFORD

WHEREAS, Professional Governance Standards are designed to enhance the public's understanding about the critical responsibilities of local government and to support Councils in their efforts to govern effectively; and

WHEREAS, adoption of these standards sends a strong signal to everyone in the community that the Council understands its role and is dedicated to carrying out its job and focusing on improving the community for all citizens; and

WHEREAS, Council members have committed to holding themselves accountable for the council’s conduct, behavior and effectiveness; and

WHEREAS, the standards also provide a framework for council members and the city manager to work effectively as a governance team.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hanford does hereby adopt the attached Professional Governance Standards.

PASSED, ADOPTED AND APPROVED this_____day of_____, 2021 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

FRANCISCO RAMIREZ
MAYOR of the City of Hanford

Attest:

NATALIE CORRAL
CITY CLERK

Attachment: Governance Resolution 21-08-R (Admin: Goals & Objectives Summary)

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

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the _____ day of _____, 2021.

Date: _____

City Clerk

Attachment: Governance Resolution 21-08-R (Admin: Goals & Objectives Summary)



PROFESSIONAL GOVERNANCE STANDARDS

The Individual Council Member

In California's public governance system, a councilmember is a person elected or appointed to serve on a city council. Individual council members bring unique skills, values and beliefs to their council. In order to govern effectively, individual council members must work with each other and the city manager to ensure a high quality of living for all Hanford citizens.

TO BE EFFECTIVE, AN INDIVIDUAL COUNCIL MEMBER:

1. Keeps ongoing oversight and monitoring of City-adopted Goals and objectives as the primary focus.
2. Values, supports and advocates for all citizens throughout the City of Hanford.
3. Recognizes and respects differences of perspective and style on the council and among staff, and the community.
4. Acts with dignity, and understands the implications of personal demeanor and behavior.
5. Keeps confidential matters confidential.
6. Participates in professional development and commits the time and energy necessary to be an informed and effective leader.
7. Understands the distinctions between council and staff roles, and refrains from performing management functions that are the responsibility of the city manager and staff.
8. Understands that authority rests with the council as a whole and not with individuals.



PROFESSIONAL GOVERNANCE STANDARDS

The Council as a Governing Body

Councils, not individual council members, govern Cities. While understanding their separate roles, the council and city manager work together as a “governance team.” This team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively.

TO OPERATE EFFECTIVELY, THE COUNCIL MUST HAVE A UNITY OF PURPOSE AND:

1. Keep the city focused on quality of living for all Hanford citizens.
2. Communicate a common vision.
3. Operate openly, with trust and integrity.
4. Govern in a dignified and professional manner, treating everyone with civility and respect.
5. Govern within city-adopted policies, codes, ordinances and procedures.
6. Take collective responsibility for the council’s performance.
7. Periodically evaluate its own effectiveness.
8. Ensure opportunities for the diverse range of views in the community to inform council deliberations.



PROFESSIONAL GOVERNANCE STANDARDS

The Council's Job

The primary responsibilities of the council are to set a direction for the city, provide a structure by establishing policies, ensure accountability and provide community leadership on behalf of the city and all its citizens. To fulfill these responsibilities, there are a number of specific jobs that effective councils must carry out.

EFFECTIVE COUNCILS:

1. Involve the community and staff in striving toward a common vision for the city focused on quality of living and responsive to the needs of all citizens.
2. Adopt, evaluate and update policies, codes and ordinances consistent with the law and the city's vision and goals.
3. Maintain accountability by adopting annual goals and monitoring progress through measurable objectives.
4. Hire and support the city manager so that the vision, goals and policies of the city can be implemented.
5. Conduct regular and timely evaluations of the city manager based on the goals and performance of the city, and ensure that the city manager holds city personnel accountable.
6. Adopt a fiscally responsible budget based on the city's vision and goals, and regularly monitor the fiscal health of the city.
7. Ensure that a safe, healthy and appropriate public environment is provided to all citizens.
8. Establish a framework for the city's collective bargaining process and adopt responsible agreements.
9. Provide community leadership on city issues and advocate on behalf of Hanford citizens at the local, state and federal levels.

The City of Hanford
CALIFORNIA



City Council Meeting Agenda

February 19, 2021
9:00 AM – Special Meeting
Training Room
319 N. Douty

Council Members will meet in-person in the City Hall Training Room. Due to social distancing restrictions, there will be a limited number of audience seats. Masks are recommended.

9:00 AM CALL TO ORDER SPECIAL SESSION:

ROLL CALL BY THE CITY CLERK:

WELCOME & INTRODUCTIONS :

PUBLIC COMMENT:

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

OVERVIEW IF BEST PRACTICES FOR EFFECTIVE PUBLIC GOVERNANCE:

Annual Review: Roles & Responsibilities: Council/Administration/Staff Public

Independent Self-Assessment & Debrief - Council Members/Senior Managers

REVIEW OF BUDGET POLICIES AND MID-YEAR FORECAST :

Finance Director's Update on budget status

10:45 AM BREAK:

ROUND-TABLE ROTATION: 2020-21 MID YEAR GOALS UPDATE :

Council Member prep-time - 15 minutes of quiet time is for council members to review the current goals and make notes of questions or thoughts they have concerning each goal.

Goal #1 Update - Council will review the Parks Master Plan and prioritize key elements to better coordinate and align park decisions to help to advance and achieve improved quality of living for all citizens.

Goal #2 Update - Council will review all city-owned properties and take formal action as appropriate to ensure that property management decisions help to advance and achieve improved quality of living for all citizens.

Goal #3 Update - The City of Hanford and all of its citizens will be kept informed of important city matters through a well-aligned and multi-faceted system of public communications.

Goal #4 Update - The City of Hanford will provide the best possible services and enforcements to preserve and enhance the health, safety and individual rights of all its citizens.

Goal #5 Update: One-on-one w/ City Manager - All parties interacting with the City of Hanford at all levels shall experience positive, efficient and effective customer service.

12:30 PM LUNCH :

1:15 PM RECONVENE:

PUBLIC COMMENT:

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COUNCIL INPUT/FEEDBACK/NOTES ON GOALS FOR THE 2021-22 FISCAL YEAR :

Open discussion on each goal.

2:30 PM BREAK :

CONTINUE COUNCIL INPUT:

BONUS ROUND:

Council Members share individual interests.

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: 3/16/2021	AGENDA SECTION: A
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SUBJECT:

Council Future Agenda Items

FISCAL IMPACT:

ATTACHMENTS:

Council Future Agenda Items

Council Future Agenda Items

Originated Date	Item	Originator	Staff Lead	Date Estimate
4/7/20	Discussion of Pay for Parking Options in the Downtown Area	Council Consensus	John Doyel	3/16/2021
9/3/20	Proposed Rates & Fees adjustments	City Manager	Various Staff	5/4/2021
9/3/20	Revised Business License Ordinance	Finance	Various Staff	TBD
9/9/20	Revised Refuse Ordinance	Public Works	Jim Ross	4/20/2021
10/02/20	Introduction Hemp Ordinance	Council Consensus	Various Staff	4/6/2021
11/12/20	Discussion of Coe Park and changes to traffic and pedestrian to flow to enhance park usages	City Manager	Various Staff	5/4/2021
6/18/20	Discussion of Courthouse improvements and financing options	Council Consensus	Brad Albert	5/4/2021
3/3/2021	Development of Commission Handbook and Ordinance Updates	City Manager	Mario Cifuentez	4/20/2021
3/12/2021	Review of elements within the 2020 Parks & Rec Master Plan	Park & Comm Svcs. Dir.	Brad Albert	4/20/2021, 5/4/2021, 5/18/2021

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