The City of Hanford

CALIFORNIA

City Council Meeting
Agenda

May 4, 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 PM CALL TO ORDER STUDY AND CLOSED SESSION :

ROLL CALL BY THE CITY CLERK :

PUBLIC COMMENT :

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

STUDY SESSION:

A. Kings Economic Development Corporation Update
B. Overview of the Refuse Division and Storm Sewer Operations for the City of Hanford
C. Review of the Parks Master Plan

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING :

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

Property: 109 E. Eighth Street
Agency Negotiators: Mario Cifuentez, Ty Mizote
Negotiating party: Carnegie Museum of Kings County (CMKC)

B. CONFERENCE WITH LEGAL COUNSEL-ANITICIPATED LITIGATION (gc 54956.9(d)(2)):

Employment related claim received on January 6, 2021.

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Pastor Tom Warren

FLAG SALUTE:

CLOSED ACTION REPORT:

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. Public Works: Authorization to purchase street right-of-way located at the Peoples Ditch Crossing at Emma Lee Lane from Peoples Ditch Company, as shown on the attached map, in the amount of $700 plus escrow fees; accept the attached Grant Deed and authorization for the City Manager to execute and the City Clerk to attest and file said deeds with the Kings County Recorder's Office, and accept the attached Purchase and Sale Agreement and authorize City staff to execute said agreement. (APN 006-270-006)

C. Public Works: Approval of Final Map and Subdivision Agreement with Presidio JJR Bella Vista, LLC, for Tract No. 928, Unit No. 1(Centennial Drive & Fargo Avenue)

D. Public Works: Authorization for staff to advertise for bids for the Police Activities League Parking Lot Project and Pre-Authorization for the City Manager to award and execute the contract on behalf of the City to the lowest responsible bidder providing project bid is within current budget appropriation.

E. Public Works: Approval of a Notice of Completion for the FY 19/20 Pavement Resurfacing Project on Idaho Ave. from the BNSF Railroad to 10th Ave. and authorization for the Mayor to execute and the City Clerk to attest and file said Notice with Kings County recorder's office.

F. Finance: Quarterly Report and Monthly Investment Transaction Report

PUBLIC HEARINGS:

A. Community Development: Public Hearing to receive comments and approval and adoption of the proposed 2021-2022 Annual Action Plan for expenditures of Community Development Block Grant (CDBG) funds

B. Public Works: Conduct a public hearing for the formation of Landscape Assessment District No. 21-01 at Centennial Drive and Fargo Avenue, and adopt Resolution 21-16-R establishing the formation of the district and confirming the levy and collection of annual assessments.

GENERAL BUSINESS:

A. Parks and Community Services: Award of a contract to Advanced Exercise for the purchase of fitness equipment for the Longfield Center in the amount of $77,678.44 and approve the proposed fitness membership fee structure.

B. Parks and Community Services: Award of a contract to The National Fitness Campaign for the Fitness Court® to be located at Hidden Valley Park and appropriation of $157,995 from the Park Impact Fee Fund.

C. Review of the proposed Process for Appointing a Council member and, if approved, direct staff to commence an appointment process as determined by the City Council.

COUNCIL FUTURE AGENDA ITEMS:

A. Council Future Agenda Items

Upcoming Dates

May 6: National Day of Prayer (Virtual) facebook or www.kingscountyprayerforce.org
May 18: City Council Meeting
May 31: Holiday-City offices closed
June 1: City Council Meeting
June 8: Tentative Special Meeting - Budget Presentation
June 15: City Council Meeting
June 29: Tentative Special Meeting - Budget Adoption

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: 5/4/2021	**AGENDA SECTION:**

SUBJECT:
Employment related claim received on January 6, 2021.

FISCAL IMPACT:

ATTACHMENTS:
Staff Report - Mata

AGENDA

STAFF REPORT

MEETING DATE: May 4, 2021	AGENDA SECTION:

TO: **Mayor and City Council**

FROM: **City Attorney**

DATE: May 4, 2021

SUBJECT: Darlene Mata v. City of Hanford

BACKGROUND:
Darlene Mata has filed a claim against the City of Hanford for statements made by Councilman Art Brieno and alleges that she has been subject to damages based on harassment based on gender, harassment based on actual and/or perceived disability, hostile work environment, invasion of privacy, disclosure of protected privacy interests, improper disclosure of medical information, disclosure of confidential personnel information, retaliation, and false light.

Counsel for Ms. Mata has filed the enclosed government claim regarding the above referenced damages.

RECOMMENDATION:

FISCAL IMPACT:

ATTACHMENTS:
Government claim.

Attachment: Staff Report - Mata (Darlene Mata v. City of Hanford)

HERR
PEDERSEN
BERGLUND
ATTORNEYS AT LAW LLP

January 6, 2021

Via Electronic Mail Only

Mario Zamora, Esq.
GRISWALD LaSALLE COBB DOWD & GIN, LLP
111 East Seventh Street
Hanford California 93230
Email: zamora@griswoldlasalle.com

Re: Darlene R. Mata, Community Development Director
Confidential Settlement Demand
California Tort Claim Submission

Dear Mr. Zamora:

Thank you for your recent communications over the holidays, and for providing me with a copy of the November 25, 2020 investigative report.

The investigative report, along with the documents produced to my office in response to my earlier public records act request, confirm my client's legal rights have been violated. While not an exhaustive analysis of what these documents prove, the facts below evidence Ms. Mata was subjected to unlawful workplace conduct, over her repeated objections. For additional context and based on City records, it is important to note Mr. Brieno did not participate in or complete the legally required AB1661 Anti-Harassment training.

Legal Issues

1. **Harassment based on gender.**
   Supporting evidence:
   - Mr. Brieno said, ". . . he did not trust a woman to hold the job Ms. Mata held; that a man was better suited for that job, and that he did not know how a woman got that job over a man." (Investigative Report, p. 32.)
   - Mr. Brieno told others Ms. Mata and Mr. Cifuentez were having an affair. (*Id.*, p. 34.)
   - " . . . the weight of this evidence supports the conclusion that Mr. Brieno's treatment of Ms. Mata . . . is based, at least in part, on the fact that she is female and/or a strong female. Therefore, this allegation is sustained." (*Ibid.*)

VISALIA
100 WILLOW PLAZA, SUITE 300
VISALIA, CA 93291
TELEPHONE: (559) 636-0200
FACSIMILE: (559) 636-9759

HANFORD
1489 LACEY BOULEVARD, SUITE 103
HANFORD, CA 93230
TELEPHONE: (559) 410-8560
FACSIMILE: (559) 410-8922

WWW.HPBLAW.NET

Attachment: Staff Report - Mata (Darlene Mata v. City of Hanford)

2. **Harassment based on actual and/or perceived disability**.
   Supporting evidence:
   - On June 17, 2020, Mario Cifuentez emailed City Attorney Mario Zamora indicating Ms. Mata "just left" his office and "was in tears" because she had to perform a work task she knew would cause Mr. Brieno to be upset with her. The City Manager wrote, "This man is creating an atmosphere where she can't even feel comfortable performing her daily duties." (Exhibit 4 to the Investigative Report; Email dated June 17, 2020.)
   - On July 13, 2020, City Attorney Ty Mizote was compelled to email Mr. Brieno as a follow-up to their July 10, 2020 meeting reminding him, "(i) statements of a personal nature [Ms. Mata's medical condition and job performance] should not be made about City staff at public meetings; and (ii) a City staff member should not be disciplined or terminated for following the law." (Exhibit 4 to the Investigative Report; Email dated July 13, 2020.)
   - On July 28, 2020, Mr. Mizote sent a follow-up email to all council members, noting the legal implications of wrongfully disclosing medical information. This email was sent in reference to members "becoming aware of the recent medical leave of one of the City's senior staff members" – Ms. Mata. (*Id.* Email dated July 28, 2020.)

3. **Hostile work environment harassment**.
   Supporting evidence:
   - See Number 1 above.
   - Mr. Brieno wanted Ms. Mata fired and shared his view with others. (*Id.* pp. 32-33.)
   - Mr. Brieno "made negative comments about Ms. Mata [during the May 5, 2020 City Council meeting]." (*Id.* p. 32.)
   - Mr. Brieno said to Mr. Sanchez, "Ms. Mata could not handle the work and if she could not handle the work, maybe she should step aside." (*Ibid.*)
   - Mr. Brieno publicly accused Ms. Mata of pushing a particular project, a project that was contrary to Mr. Brieno's wants. (*Id.* p. 33.)
   - During the July 7, 2020 City Council meeting, Mr. Brieno publicly admonished Ms. Mata and her staff for being "heavy handed." (*Id.* p. 33.)

4. **Invasion of privacy**.
   Supporting evidence:
   - Mr. Brieno told Mr. Sanchez that Ms. Mata was on stress leave. (*Id.* p. 34.)

5. **Disclosure of Constitutionally protected privacy interests**.
   Supporting evidence:
   - See Numbers 2 and 4 above.

Attachment: Staff Report - Mata (Darlene Mata v. City of Hanford)

6. **Improper disclosure of medical information**.
   Supporting evidence:
   - See Numbers 2 and 4 above.

7. **Disclosure of confidential personnel information**.
   Supporting evidence:
   - During the July 7, 2020 City Council meeting, Mr. Brieno publicly admonished Ms. Mata and her staff for being "heavy handed." (*Id.* p. 33.)
   - On July 13, 2020, City Attorney Ty Mizote was compelled to email Mr. Brieno as a follow-up to their July 10, 2020 meeting reminding him, "(i) statements of a personal nature [Ms. Mata's medical condition] should not be made about City staff at public meetings; and (ii) a City staff member should not be discipline or terminated for following the law." (Exhibit 4 to the Investigative Report; Email dated July 13, 2020.)

8. **Retaliation**.
   Supporting evidence:
   - Mr. Brieno told Mr. Pyle that he and Mr. Ramirez believed Ms. Mata should be fired. (*Id.* p. 32.)
   - Mr. Brieno asked Mr. Olmos, during his job interview, if he would fire a department head. (*Ibid.*)
   - During the July 7, 2020 Council meeting, Mr. Brieno publicly admonished Ms. Mata and her staff for being "heavy handed." (*Id.* p. 33.)

9. **False light**.
   Supporting evidence:
   - Mr. Brieno said, ". . . he did not trust a woman to hold the job Ms. Mata held; that a man was better suited for that job, and that he did not know how a woman got that job over a man." (Investigative Report, p. 32.)
   - Mr. Brieno told others Ms. Mata and Mr. Cifuentez were having an affair. (*Id.* p. 34.)
   - Mr. Brieno told Mr. Cifuentez "it seemed [Ms. Mata] had a backroom deal [with Self Help Enterprises] to him." (*Id.* p. 33.)
   - During the July 7, 2020 Council meeting, Mr. Brieno publicly admonished Ms. Mata and her staff for being "heavy handed." (*Ibid.*)

In addition to the above, the investigative report also confirms Mr. Brieno engaged in **misfeasance and abuse of power** while acting in the capacity of a City of Hanford Council member.

Supporting evidence:
- Mr. Brieno admitted that . . . after he became a Council member, he met with Ms. Mata on this matter [the mobile home application] on behalf of the owners. (*Id.* p. 33.)

Attachment: Staff Report - Mata (Darlene Mata v. City of Hanford)

Mr. Brieno's conduct is a clear violation of the **City Council Handbook**, which prohibits interference in staff functions. Specifically:

- Council Members shall accord the utmost courtesy to each other, City employees and the public appearing before the City Council, and shall refrain at all times from rude and derogatory remarks, public criticism of staff, remarks as to integrity, abusive comments and statement as to motives and personalities. (Handbook of Rules and Procedures of Hanford City Council, Section C(1), p. 19.)
- The "City Council shall deal with the administrative services of the City through the City Manager, except for the purpose of inquiry, and neither the City Council nor any member thereof, shall give orders to subordinates of the City Manager. No member of the City Council shall publicly criticize or censure any staff member of the City, and shall instead relay any criticism of a staff member privately through the City Manager."(Handbook of Rules and Procedures of Hanford City Council, Section M, p. 5.)

Damages

Despite all of the above, the conclusions contained in the report, and the statements Mr. Brieno made during his interview, it is evident Mr. Brieno denies any form of wrongdoing on his part, or that he is capable of even recognizing his illegal conduct. These events have resulted in intolerable and aggravated working conditions – conditions that Ms. Mata has been forced to endure for over a year. Conditions that have had a significant impact on her health and well-being. Conditions that have impacted her reputation. Conditions that have resulted in feelings of shame and embarrassment.

Based on information and belief, we believe Mr. Brieno, even prior to the investigation, had been coached, counseled and even admonished about his unlawful conduct of Ms. Mata. During his investigative interview, at a time when he should have fully understood the significance of his conduct, he reaffirmed his bias against women, his bias against strong women and his bias against Ms. Mata, evidencing his conduct has been intentional and motivated by malice.

Ms. Mata's damages are significant. She is entitled to backpay, frontpay, reimbursement of medical expenses, attorney fees, interest, compensation for emotional pain and suffering and, from Mr. Brieno directly, punitive damages.

Settlement Demand

Mr. Brieno's public censure is not enough to remedy his conduct. A public censure – at least alone – will only add to the harm suffered by Ms. Mata.

In his role as a City council member, Mr. Brieno is viewed as a supervisor, making the City of Hanford strictly liable for his conduct. Although prepared to litigate these matters to resolution, my client prefers to resolve them quietly and informally.

Attachment: Staff Report - Mata (Darlene Mata v. City of Hanford)

Therefore, my client seeks all of the following in exchange for a release of claims:

- The immediate resignation of Council member Art Brieno.
- Competent AB 1661, conflicts of interest and council member roles/responsibilities training for all Council members.
- Payment in the amount of $1,250,000.

Please consider this a Claim pursuant to the California Tort Claims Act (Gov. Code §§ 810 *et seq.*) All notices may be sent directly to me. If you require completion of a separate form, please provide a copy of that form. In no way does the requirement of a separate form impact the timeliness of this Claim.

Please contact me with any questions. Thank you in advance for your ongoing courtesies and cooperation.

Very truly yours,

HERR PEDERSEN & BERGLUND LLP

Rachele Berglund

cc: Client

RB
RB Ltr to M. Zamora (1-6-2021).doc

Attachment: Staff Report - Mata (Darlene Mata v. City of Hanford)

AGENDA
STAFF REPORT

MEETING DATE: 5/4/2021	**AGENDA SECTION:** B

SUBJECT:
Public Works: Authorization to purchase street right-of-way located at the Peoples Ditch Crossing at Emma Lee Lane from Peoples Ditch Company, as shown on the attached map, in the amount of $700 plus escrow fees; accept the attached Grant Deed and authorization for the City Manager to execute and the City Clerk to attest and file said deeds with the Kings County Recorder's Office, and accept the attached Purchase and Sale Agreement and authorize City staff to execute said agreement. (APN 006-270-006)

RECOMMENDATION:
That the City Council, by motion:

1. Authorize the purchase of street right-of-way located at the Peoples Ditch Crossing at Emma Lee Lane from Peoples Ditch Company, as shown on the attached map, in the amount of $700 plus escrow fees
2. Accept the attached Grant Deed and authorize the City Manager to execute and the City Clerk to attest and file said deeds with the Kings County Recorder's Office.
3. Accept the attached Purchase and Sale Agreement and authorize City staff to execute said agreement.

BACKGROUND:
City staff has completed construction plans and coordinating the acquisition of street right of way necessary for the road widening and crossing replacement located at the Peoples Ditch Crossing at Emma Lee Lane, just west of Jana Way. The right of way is necessary for development of street improvements, including curb ramps, utility relocations, and the installation of sidewalks and curb and gutters.

FISCAL IMPACT:
The FY 21 Capital Improvement Program Budget provides $635,000 for construction, including contingencies. A copy of Budget pages are attached for Council review.

ATTACHMENTS:
Emma Lee Lane Crossing & Lift Pump Budget
Emma Lee Lane Reconstruction Budget
006-270-006 Grant Deed and LD
006-270-006 Purchase and Sale Agreement

Emma Lee Lane Crossing / Lift Station #37

Project Background:

Pursuant to an agreement between the City of Hanford and the People's Ditch Company, the City of Hanford is responsible for any and all road crossings over the ditch within the city limits.

Existing Conditions:

During a recent inspection, the People's Ditch Company notified the City that the galvanized culverts that transfer water under Emma Lee Lane were failing and in need of repair or replacement. Storm Lift Station #37 also discharges under this crossing and must be relocated to affect the repairs.

Project Justification:

To prevent a failure of the pipes and the possible subsequent road collapse, the culvert pipes must be repaired or replaced and the lift station outlet relocated.

Fiscal Implications:

Funding for this project will be allocated from storm drainage reserves.

Project Budget Summary:

		5-Year Funding Allocation				
		2019	2020	2021	2022	2023
	Program or Project	Construction				
Expenditure	Engineering / Inspection	7,500				
	Construction	225,000				
	Contingency	25,000				
	Department Overhead	2,500				
	Total Expenditure	$260,000	$0	$0	$0	$0
	Funding					
Revenue	358 Storm Drainage Capital	260,000				
	Total Funding	$260,000	$0	$0	$0	$0

Emma Lee Lane Reconstruction, Grangeville Boulevard to Conquistador Street

Project Background:

This project will involve the reconstruction of Emma Lee Lane, from Grangeville Boulevard to Conquistador Street. Improvements to include installation of curb, gutter, sidewalk, ADA ramps, storm drainage collection system and reconstruction of street.

Existing Conditions:

Emma Lee Lane is a residential street that lacks a proper drainage system and is in need of total reconstruction.

Project Justification:

This project will extend the useful life of the street by approximately 25-30 years.

Fiscal Implications:

Funding for this project will be allocated from gas tax reserves.

Project Budget Summary:

		5-Year Funding Allocation				
		2019	2020	2021	2022	2023
	Program or Project	Design	Construction			
Expenditure	Engineering / Inspection	15,000	8,000			
	Construction		350,000			
	Contingency		35,000			
	Department Overhead	3,000	2,000			
	Total Expenditure	$18,000	$395,000	$0	$0	$0
	Funding					
Revenue	040 Gas Tax (2105)	18,000	395,000			
	Total Funding	$18,000	$395,000	$0	$0	$0

RECORDING REQUESTED BY:

CITY OF HANFORD

WHEN RECORDED MAIL TO:

CITY OF HANFORD
319 N. Douty Street
Hanford, CA 93230

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

CITY OF HANFORD
319 N. Douty
Hanford, CA 93230

DOCUMENTARY TRANSFER TAX $..-0-.....
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances remaining at the time of sale.

GRANT DEED

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

PEOPLES DITCH COMPANY,

hereby GRANT(S) to the City of Hanford, a municipal corporation

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

See Exhibit "A" and Plat "A-1" attached.

A.P.N. 006-270-006

PEOPLES DITCH COMPANY

Dated _____

State of California)
)ss
County of _____)

On _____, before me, _____ _____,

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 _____

Place Notary Seal Above

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Attachment: 006-270-006 Grant Deed and LD (PW: Authorize the purchase of street right-of-way from Peoples Ditch Company at Emma Lee

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Kings)

On April 7, 2021 before me, Virginia E. Reitsma, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Andrew Christian Hermans
Name(s) of Signer(s)

,

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.

VIRGINIA E. REITSMA
Notary Public - California
Kings County
Commission # 2205874
My Comm. Expires Jul 17, 2021

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Attachment: 006-270-006 Grant Deed and LD (PW: Authorize the purchase of street right-of-way from Peoples Ditch Company at Emma Lee

DEED CERTIFICATION

This is to certify that the interest in real property conveyed by the Grant Deed dated

_____, 20_____ from

PEOPLES DITCH COMPANY,

to the CITY OF HANFORD, a municipal corporation, is hereby accepted in fee title interest by order of the City Council of the City of Hanford and the Grantee consents to recordation by its duly authorized officer.

DATED: _____, 2021

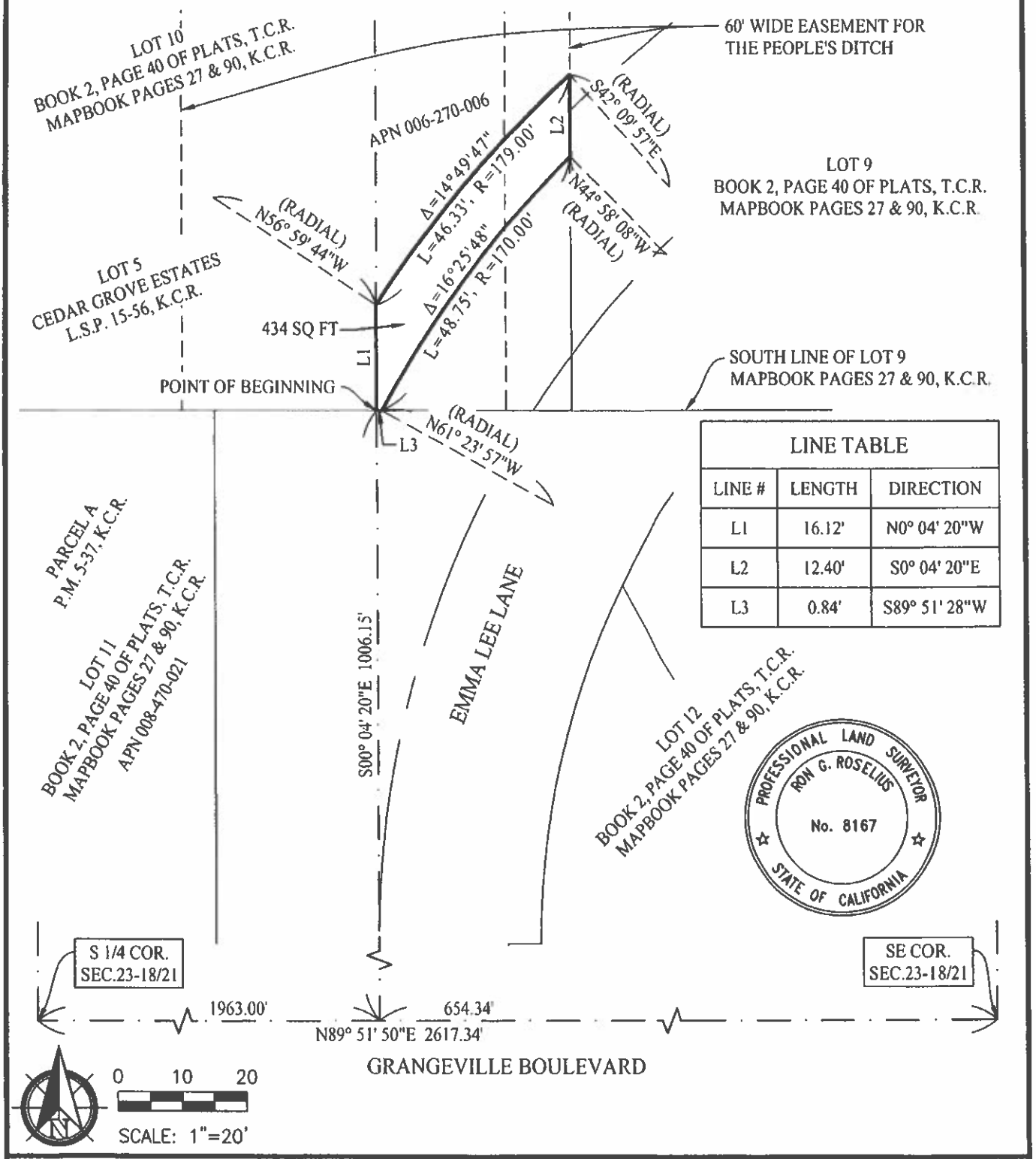
CITY OF HANFORD,
a Municipal Corporation

By:_____
Mario Cifuentez, City Manager

Attest: _____
, City Clerk

Attachment: 006-270-006 Grant Deed and LD (PW: Authorize the purchase of street right-of-way from Peoples Ditch Company at Emma Lee

EXHIBIT "A-1"



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	16.12'	N0° 04' 20"W
L2	12.40'	S0° 04' 20"E
L3	0.84'	S89° 51' 28"W

CIVIL ENGINEERS ZUMWALT HANSEN & LAND SURVEYORS 609 N. Irwin St. Hanford, CA 93230 Office: (559) 582-1056 Fax: (559) 584-4143	**APN 006-270-006** **434 S.F. RIGHT-OF-WAY ACQUISITION** **for** **THE CITY OF HANFORD**	Job No. 0778712 Drawn By: MO Checked By: RR Indexed By: Date: 7/16/2020	Sheet No. 1 of 1

Attachment: 006-270-006 Grant Deed and LD (PW: Authorize the purchase of street right-of-way from Peoples Ditch Company at Emma Lee

Attachment: 006-270-006 Grant Deed and LD (PW: Authorize the purchase of street right-of-way from Peoples Ditch Company at Emma Lee

EXHIBIT "A"

THAT PORTION OF LOT 9 OF EMMA LEE COLONY, AS SHOWN ON MAP RECORDED IN VOLUME 2, OF PLATS, AT PAGE 40, TULARE COUNTY RECORDS, GRANTED TO THE PEOPLES DITCH COMPANY PER GRANT DEED RECORDED DECEMBER 18, 1958, IN BOOK 726, PAGE 33, AS DOCUMENT NUMBER 11781, OFFICIAL RECORDS OF KINGS COUNTY, A HAND COPY OF SAID MAP WAS RECORDED IN THE COUNTY OF KINGS IN THE MAP BOOK AT PAGE 27, AND A TRUE PHOTOGRAPHIC COPY OF SAID MAP RECORDED IN TULARE COUNTY WAS RECORDED IN THE COUNTY OF KINGS IN MAP BOOK AT PAGE 90, SAID PROPERTY LIES IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED BY THE U. S. SURVEYOR GENERAL'S OFFICE ON MARCH 31, 1855, LYING IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9, BEING AT THE CENTERLINE OF THE 40.00 FOOT WIDE ROADWAY AS SHOWN ON SAID MAPS, SAID ROADWAY IS NOW KNOWN AS EMMA LEE LANE;

THENCE NORTH 00°04'20" WEST, ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 16.12 FEET, TO A POINT ON THE NEW NORTHWESTERLY RIGHT OF WAY LINE OF EMMA LEE LANE, SAID POINT BEING THE BEGINNING OF A NON TANGENT CURVE;

THENCE NORTHEASTERLY ALONG A NON TANGENT 179.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, A RADIAL BEARING TO SAID POINT BEARS NORTH 56°59'44" WEST, THROUGH A CENTRAL ANGLE OF 14°49'47", A DISTANCE OF 46.33 FEET, TO A POINT ON THE EAST LINE OF THE PROPERTY DESCRIBED IN SAID GRANT DEED, ALSO BEING A POINT LYING 30.00 FEET EAST OF SAID CENTERLINE;

THENCE SOUTH 00°04'20" EAST, ALONG THE LAST SAID EAST LINE, ALSO BEING A LINE 30.00 FEET EAST OF AND PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 12.40 FEET, TO THE BEGINNING OF A NON TANGENT CURVE, ALSO BEING A POINT ON THE EXISTING NORTHWESTERLY RIGHT OF WAY LINE OF EMMA LEE LANE;

THENCE SOUTHWESTERLY ALONG A NON TANGENT 170.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, A RADIAL BEARING TO SAID POINT BEARS NORTH 44°58'08" WEST, THROUGH A CENTRAL ANGLE OF 16°25'48", A DISTANCE OF 48.75 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 9;

THENCE SOUTH 89°51'28" WEST, ALONG LAST SAID SOUTH LINE, A DISTANCE OF 0.84 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 434 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT LABELED EXHIBIT "A-1" AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

Attachment: 006-270-006 Purchase and Sale Agreement (PW: Authorize the purchase of street right-of-way from Peoples Ditch Company at

PARCEL NO.: 006-270-006
PROJECT: City of Hanford – Emma Lee Lane Reconstruction
OWNER: Peoples Ditch Company

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into by and between

Peoples Ditch Company

(hereinafter called "Grantor"), and

The City of Hanford, a Municipal Corporation,

(hereinafter called "City").

Instruments in the form of a Grant Deed ("Deed") covering the property particularly described therein ("Property"), will be executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of $700.00 as consideration in full for the Property, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to the Property has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.

B. RECORDATION OF INSTRUMENT - Accept the Deed and cause the same to be recorded in the office of the Kings County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which the Deeds record, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Deeds.

E. CONSTRUCTION AND RESTORATION – The City shall, upon completion of construction, generally restore Grantor's remaining real property to a comparable or better condition than that which existed prior to City's project construction, to the extent reasonably practical. At no expense to the Grantor and at the time of construction, City will reconnect Grantor's existing driveway(s) to the adjacent public road at their present location and will relocate any impacted fences to the new right of way line. Upon completion of construction of said driveway(s), it/they will be considered as an encroachment under permit onto the adjacent public road, and is/are to be maintained, repaired and operated as such by Grantor in accordance with and subject to the laws, rules, and regulations of the public entity controlling said road.

Permission is hereby granted to City or its authorized agent to enter on Grantor's land to conform and reconnect Grantor's driveway(s) and relocate any fences as described herein. Grantor understands and agrees that after completion of the work described, said driveway(s) and fences will be considered as Grantor's sole property and Grantor will be responsible for their future maintenance and repair.

F. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability proximately caused by City or its officers, employees, or agents specifically arising from City construction and restoration work on the Property.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. Grantor shall cooperate with the Escrow Officer in obtaining lien clearance documents from any and all creditors holding liens against the Property.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

C. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter the Property prior to the close of escrow for the purposes of preparation for the construction of the City's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

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D. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

E. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantor's knowledge, and after reasonable inquiry, the following:

During Grantor's ownership of the Property, Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantor's remaining adjacent property. Grantor further represents and warrants that Grantor has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantor's remaining adjacent property, which may have occurred prior to Grantor's ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Grantor's remaining adjacent property.

Grantor has not used the Property, or Grantor's remaining adjacent property, for any industrial operations that use hazardous substances. Grantor is not aware of any prior use of such property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantor's remaining adjacent property. Grantors are not aware of any such prior installations. The purchase price of the Property being acquired reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or State law, City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

F. TAX REPORTING AND WITHHOLDING - The Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), as amended by the Tax Reform Act of 1984, places special requirements for tax reporting and withholding on the parties to a real estate transaction where the transferor (Grantor) is a non-resident alien or non-domestic corporation or partnership, or is a domestic corporation or partnership controlled by a non-resident or non-resident corporation or partnership. In accordance with the provisions of Section 1445 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated thereunder, Grantor shall execute an affidavit under penalty of perjury setting forth Grantor's name, address, federal tax identification number, and certifying whether Grantor is a "foreign person" in accordance with the provisions of the Internal Revenue Code. Further, tax withholding may be required in accordance with the California Revenue and Taxation Code Section 18662. It is specifically understood and agreed by Grantor that closing of this escrow is subject to, and contingent upon, deposit into escrow of a FIRPTA Affidavit of Non-Foreign Status and a California Form 593-C,

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Real Estate Withholding Certificate and associated required paperwork, completed and signed by Grantor, and Escrow Agent is hereby authorized and instructed to withhold from Grantor's proceeds amounts so required by these laws and to forward any amounts withheld to the appropriate taxing authority.

4. The Parties agree:

A. ESCROW - At City's option, to open an escrow in accordance with this Agreement at an escrow company of City's choice. Opening an escrow shall be at City's sole discretion and City may decide to process this transaction without the use of an escrow agent. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of City and Grantor, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, City will deposit the executed Deeds by Grantor, with Certificate of Acceptance attached, with the escrow agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of escrow agent. City and Grantor agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title.

b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;

c) Disburse funds and deliver Deeds when conditions of this escrow have been fulfilled by City and Grantor.

d) Following recording of Deeds from Grantor, if requested by City, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of

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$700.00 issued by Title Company of City's choice showing that title to the Property is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

1) Real Property Taxes for the fiscal year in which escrow closes;

2) Public utility easements and public rights of way;

3) Other items that may be approved in writing by City in advance of the close of escrow.

ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. MISCELLANEOUS REALTY ITEMS ACQUIRED - Payment in Clause 2.A. includes, but is not limited to, payment for 434 sq. ft. which are considered to be part of the realty and are being acquired by City in this transaction.

C. JUDGMENT IN LIEU OF DEED - In the event Grantor does not deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the Property, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

D. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

E. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

F. CITY COUNCIL APPROVAL - This Agreement is subject to and conditioned upon approval by the Hanford City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

G. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

H. ELECTRONIC AND FACSIMILE SIGNATURES - In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be

Attachment: 006-270-006 Purchase and Sale Agreement (PW: Authorize the purchase of street right-of-way from Peoples Ditch Company at

accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided following transmittal of the electronic or facsimile signature. Documents for recordation by the Clerk Recorder must contain original signatures.

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

J. BINDING EFFECT - This Agreement shall inure to the benefit of and constitute a binding obligation upon the successors and assigns of the parties hereto.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:
Peoples Ditch Company

By: _____ Date: 4-7-2021

GRANTOR'S ADDRESS:
Peoples Ditch Company
870 Greenfield Ave
Hanford, CA 93230

CITY OF HANFORD

By: _____ Date: _____
Name:
Title:

MAILING ADDRESS OF CITY:
The City of Hanford
Public Works Department
900 S. 10th Avenue
Hanford, CA 93230

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AGENDA
STAFF REPORT

MEETING DATE: 5/4/2021	**AGENDA SECTION:** C

SUBJECT:
Public Works: Approval of Final Map and Subdivision Agreement with Presidio JJR Bella Vista, LLC, for Tract No. 928, Unit No. 1(Centennial Drive & Fargo Avenue)

RECOMMENDATION:
That the City Council, by motion, approve the Final Map and Subdivision Agreement for Tract No. 928, Unit No. 1 and accept all easements and dedications offered for public use.

BACKGROUND:
The final subdivision map for Tract No. 928, a 56 -lot subdivision located as shown on the attached map, has been checked and approved by staff. The developer of Tract No. 928 is Presidio JJR Bella Vista, L.L.C.. 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 No. 928, Unit No. 1 Subdivision Agreement
Tract 928, Unit No. 1, Final Subdivision Map

CITY OF HANFORD
SUBDIVISION AGREEMENT

TRACT NO. 928 Unit I

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this 27th day of APRIL, 2021, by and between PRESIDIO JJR BELLA VISTA II 150, LLC and PRESIDIO JJR BONTERRA II 160, LLC, ("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. 928 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.

Attachment: Tract No. 928, Unit No. 1 Subdivision Agreement (PW: Tract 928 Subdivision Final Map)

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

Attachment: Tract No. 928, Unit No. 1 Subdivision Agreement (PW: Tract 928 Subdivision Final Map)

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. 928 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.

Attachment: Tract No. 928, Unit No. 1 Subdivision Agreement (PW: Tract 928 Subdivision Final Map)

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.

Attachment: Tract No. 928, Unit No. 1 Subdivision Agreement (PW: Tract 928 Subdivision Final Map)

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

Attachment: Tract No. 928, Unit No. 1 Subdivision Agreement (PW: Tract 928 Subdivision Final Map)

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

Attachment: Tract No. 928, Unit No. 1 Subdivision Agreement (PW: Tract 928 Subdivision Final Map)

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

Attachment: Tract No. 928, Unit No. 1 Subdivision Agreement (PW: Tract 928 Subdivision Final Map)

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,

Attachment: Tract No. 928, Unit No. 1 Subdivision Agreement (PW: Tract 928 Subdivision Final Map)

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.

Attachment: Tract No. 928, Unit No. 1 Subdivision Agreement (PW: Tract 928 Subdivision Final Map)

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.

Attachment: Tract No. 928, Unit No. 1 Subdivision Agreement (PW: Tract 928 Subdivision Final Map)

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

Attachment: Tract No. 928, Unit No. 1 Subdivision Agreement (PW: Tract 928 Subdivision Final Map)

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.

Attachment: Tract No. 928, Unit No. 1 Subdivision Agreement (PW: Tract 928 Subdivision Final Map)

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.

Attachment: Tract No. 928, Unit No. 1 Subdivision Agreement (PW: Tract 928 Subdivision Final Map)

IN WITNESS WHEREOF, the parties have executed this Agreement on the

27th day of APRIL, 2021.

SUBDIVIDER:

Presidio JJR Bella Vista II 150, LLC
A Limited Liability Company
By: JJR Management Services, Inc., a California Corporation, It's Operating Manager

By: _____
Joseph A. Leal, President

Presidio JJR Bonterra II 160, LLC
A Limited Liability Company
By: JJR Management Services, Inc., a California Corporation, It's Operating Manager

By: _____
Joseph A. Leal, 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

Attachment: Tract No. 928, Unit No. 1 Subdivision Agreement (PW: Tract 928 Subdivision Final Map)

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

Attachment: Tract No. 928, Unit No. 1 Subdivision Agreement (PW: Tract 928 Subdivision Final Map)

Street Lighting

Install street lighting as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	**$218,400.00**

Street Barricades

Install street barricades as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	**$10,725.00**

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.	**$719,920.50**

Monuments and Lot Markers

Install permanent monuments and lot markers in accordance with City Standards and Specifications.	**$3,250.00**

Engineering Services

Engineering, surveying, & geotechnical services associated with Completion of the Subdivision Improvements.	**$369,330.00**

Earthwork Improvements

• **Excavation & Compaction**	**$0.00**
• **Subgrade Compaction & Fine Grade**	**$104,114.40**
• **Final Lot Grading**	**$85,436.00**
• **Total Improvements subject to Plan Review & Insp. Fees**	**$4,720,496.30**

Private Utilities

• **Applicant Install Utilities Onsite Construct**	**$312.935.85**
Total Estimated Improvement Cost (To be bonded with Final Map)	**$4,569,615.70**

SECURITY REQUIREMENTS

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

Attachment: Tract No. 928, Unit No. 1 Subdivision Agreement (PW: Tract 928 Subdivision Final Map)

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		$ 96,317.31

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 (27.25 Ac @ $1,734.30/Ac)	$ 47,259.68
Street Sign Fee, Acct. #001-2010-4937 (9 @ $200.00 Ea.) (Per intersection cost for sign blades furnished by City.)	$ 2,200.00
Final Map Review Fee, Acct. #001-2010-4937 (Determined at completion of final map review.)	$ 1,100.00
Engineering Plan Review & Inspection Fees, Acct. #001-2010-4937	$ 96,317.31
Storm Drainage Impact Fees, Acct. #184-2184-5504 (N/A) (Onsite drainage Basin provided, no impact to existing City drainage facilities)	$ 0.00
Building Dept. block wall plan review fees paid from Acct. #001-2010-4937	$ 1,255.55
SUBTOTAL	$148,132.54
BALANCE DUE:	$148,132.54

Attachment: Tract No. 928, Unit No. 1 Subdivision Agreement (PW: Tract 928 Subdivision Final Map)

COUNTY TRACT No. 928
UNIT I

CITY OF HANFORD, COUNTY OF KINGS
STATE OF CALIFORNIA

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 A PARK AND LOT "B" FOR STORM DRAIN PURPOSES 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.

PRESIDIO JJR BELLA VISTA II 150, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Joseph A Leal
JOSEPH A. LEAL, MANAGING PARTNER

PRESIDIO JJR BONTERRA II 160, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Joseph A Leal
JOSEPH A. LEAL, MANAGING PARTNER

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 TULARE
ON April 8, 2021 BEFORE ME, AMANDA RAMOS,
NOTARY PUBLIC, PERSONALLY APPEARED JOSEPH A. LEAL

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 Amanda Ramos
(PRINT NAME) AMANDA RAMOS
MY COMMISSION NO. 2234275 MY COMMISSION EXPIRES 04/10/2022
PRINCIPAL OFFICE IN COUNTY OF TULARE

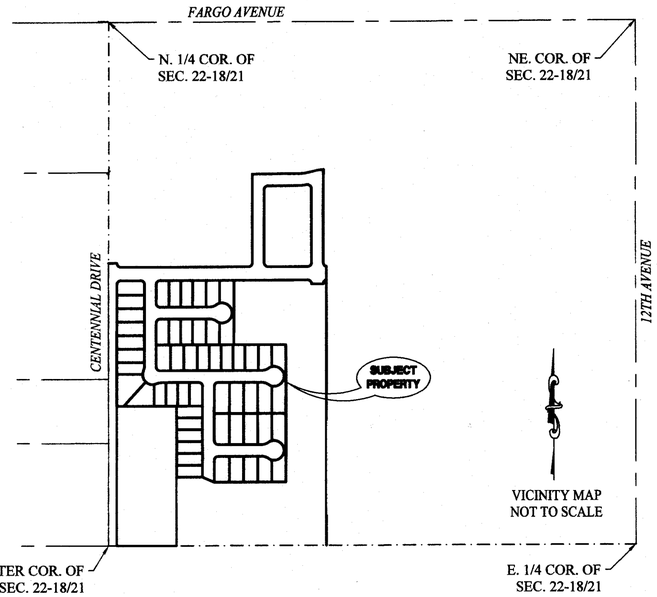
TAX COLLECTOR'S STATEMENT

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

DATE: April 16, 2021

JAMES P. ERB, CPA; DIRECTOR OF FINANCE

BY: Tammy D Phelps, Deputy



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STATE OF CALIFORNIA
COUNTY OF TULARE
ON APRIL 8, 2021 BEFORE ME, AMANDA RAMOS,
NOTARY PUBLIC, PERSONALLY APPEARED JOSEPH A. LEAL

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.
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SIGNATURE Amanda Ramos
(PRINT NAME) AMANDA RAMOS
MY COMMISSION NO. 2234275 MY COMMISSION EXPIRES 04/10/2022
PRINCIPAL OFFICE IN COUNTY OF TULARE

ENGINEER'S STATEMENT

THIS MAP CONSISTING OF SIX 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 JIM ROBINSON OF SAN JOAQUIN VALLEY HOMES IN THE MONTH OF SEPTEMBER 2020. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS 28TH DAY OF April, 2021.

JOHN A. ZUMWALT, R.C.E. 21489

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

ACTING CITY SURVEYOR

I, 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

REGISTERED PROFESSIONAL ENGINEER JOHN B. HARDIN 21753 CIVIL STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, JOHNATHAN 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___.

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

REGISTERED PROFESSIONAL ENGINEER JOHNATHAN L. DOYEL 62044 CIVIL STATE OF CALIFORNIA

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, EASEMENTS, AND LOTS A&B AS INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

DATED THIS _____ DAY OF _____, 20____.

NATALIE CORRAL, 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 R. MATA, COMMUNITY DEVELOPMENT DIRECTOR

by_____
GABRIELLE MYERS, ACTING 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

CIVIL ENGINEERS
ZUMWALT HANSEN INC.
LAND SURVEYORS
609 N. IRWIN ST. HANFORD, CA. 93230 PH. (559) 582-1056

FILE NO. 0606352

SHEET ONE OF SIX SHEETS

Attachment: Tract 928, Unit No. 1, Final Subdivision Map (PW: Tract 928 Subdivision Final Map)

COUNTY TRACT No. 928
UNIT I

CITY OF HANFORD, COUNTY OF KINGS
STATE OF CALIFORNIA

OWNER'S STATEMENT

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JOSEPH A. LEAL, MANAGING PARTNER

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STATE OF CALIFORNIA
COUNTY OF TULARE
ON April 8, 2021 BEFORE ME, AMANDA RAMOS,
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SIGNATURE Amanda Ramos
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PRINCIPAL OFFICE IN COUNTY OF TULARE

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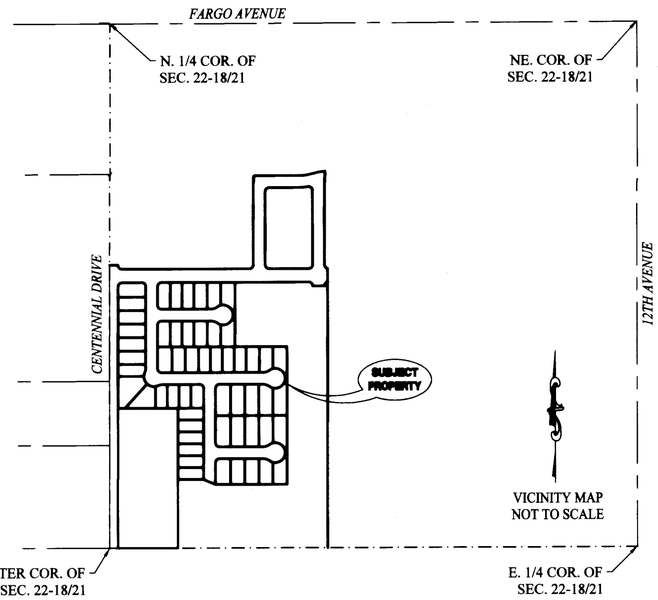
DATE: April 16, 2021

JAMES P. ERB, CPA; DIRECTOR OF FINANCE

BY: Tammy D Phelps, Deputy



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STATE OF CALIFORNIA
COUNTY OF TULARE
ON APRIL 8, 2021 BEFORE ME, AMANDA RAMOS,
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PRINCIPAL OFFICE IN COUNTY OF TULARE

ENGINEER'S STATEMENT

THIS MAP CONSISTING OF SIX 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 JIM ROBINSON OF SAN JOAQUIN VALLEY HOMES IN THE MONTH OF SEPTEMBER 2020. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS 28th DAY OF April, 2021.

JOHN A. ZUMWALT, R.C.E. 21489

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

ACTING CITY SURVEYOR

I, 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

REGISTERED PROFESSIONAL ENGINEER JOHN B. HARDIN 21753 CIVIL STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, JOHNATHAN 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____.

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

REGISTERED PROFESSIONAL ENGINEER JOHNATHAN L. DOYEL 62044 CIVIL STATE OF CALIFORNIA

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, EASEMENTS, AND LOTS A&B AS INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

DATED THIS _____ DAY OF _____, 20____.

NATALIE CORRAL, 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 R. MATA, COMMUNITY DEVELOPMENT DIRECTOR

by_____
GABRIELLE MYERS, ACTING 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

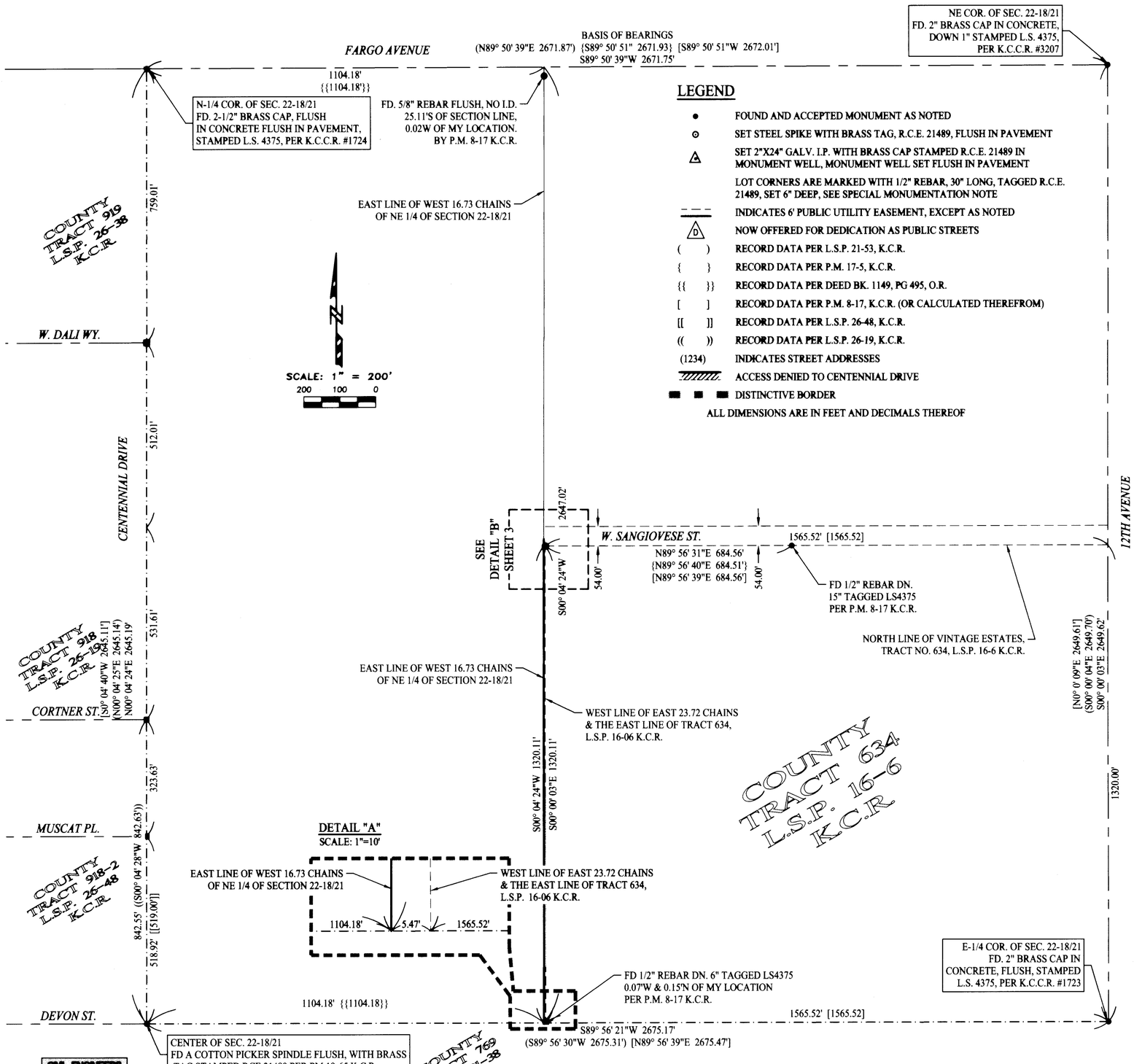
CIVIL ENGINEERS
ZUMWALT HANSEN INC.
LAND SURVEYORS

609 N. IRWIN ST. HANFORD, CA. 93230 PH. (559) 582-1056 FILE NO. 0606352 SHEET ONE OF SIX SHEETS

Attachment: Tract 928, Unit No. 1, Final Subdivision Map (PW: Tract 928 Subdivision Final Map)

COUNTY TRACT No. 928
UNIT I

CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA



LEGEND

- ● FOUND AND ACCEPTED MONUMENT AS NOTED
- ⊙ 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, SEE SPECIAL MONUMENTATION NOTE
- INDICATES 6' PUBLIC UTILITY EASEMENT, EXCEPT AS NOTED
- (D) NOW OFFERED FOR DEDICATION AS PUBLIC STREETS
- ( ) RECORD DATA PER L.S.P. 21-53, K.C.R.
- { } RECORD DATA PER P.M. 17-5, K.C.R.
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- (( )) RECORD DATA PER L.S.P. 26-19, K.C.R.
- (1234) INDICATES STREET ADDRESSES
- ACCESS DENIED TO CENTENNIAL DRIVE
- DISTINCTIVE BORDER

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

LEGAL DESCRIPTION

Beginning at the Southwest corner of the Northeast Quarter of Section 22, Township 18 South, Range 21 East, MDB&M, according to approved government Township plats thereof, in the City of Hanford, County of Kings, State of California;

Thence North 0°04'24" East, along the West line of said Northeast Quarter, a distance of 1,428.31 feet;

Thence South 89°55'36" East a distance of 42.00 feet:

Thence on a non-tangent curve to the right, concave to the Northeast, whose central angle bears South 89°55'36" East, with a radius of 20.00 feet, through a central angle of 90°07'53", an arc length of 31.46 feet;

Thence on a tangent line, North 89°56'31" East, a distance of 646.00 feet;

Thence on a tangent curve to the left, concave to the Northwest, with a radius of 20.00 feet, through a central angle of 89°52'07" an arc length of 31.37 feet;

Thence North 0°04'24" East a distance of 449.55 feet;

Thence on a tangent line, North 89°56'31" East a distance of 230.05 feet;

Thence on a tangent curve to the left, concave to the North, with a radius of 214.68 feet, through a central angle of 17°49'42" an arc length of 66.80 feet;

Thence on a tangent curve to the right, concave to the South, with a radius of 274.68 feet, through a central angle of 13°39'47" an arc length of 65.50 feet;

Thence South 0°04'24" West a distance of 472.23 feet;

Thence on a tangent curve to the left, concave to the Northeast, with a radius of 20.00 feet, through a central angle of 79°22'52", an arc length of 27.71 feet to a point on the East line of the West 16.73 chains of said Northeast Quarter;

Thence South 00°04'24" West, along last said East line of the West 16.73 chains, a distance of 88.35 feet to a point on the westerly prolongation of the North line of Parcel 4 as said parcel is shown on a map recorded in Book 8 at Page 17 of Parcel Maps in the Office of the Kings County Recorder;

Thence Continuing South 00°04'24" West, along last said East line of the West 16.73 chains, a distance of 1,320.11 feet to a point on the South line of said Northeast Quarter;

Thence South 89°56'21" West along the South line of said Northeast Quarter a distance of 1104.18 feet (16.73 chains) to the Point of Beginning,

Containing 39.63 Acres more or less.

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, T. 18 S., R. 21 E., M.D.B. & M., BEARS S 89° 50' 39" W PER L.S.P. 21-53, K.C.R.

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

SIDE AND REAR LOT CORNERS ADJACENT TO CENTENNIAL DRIVE 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:

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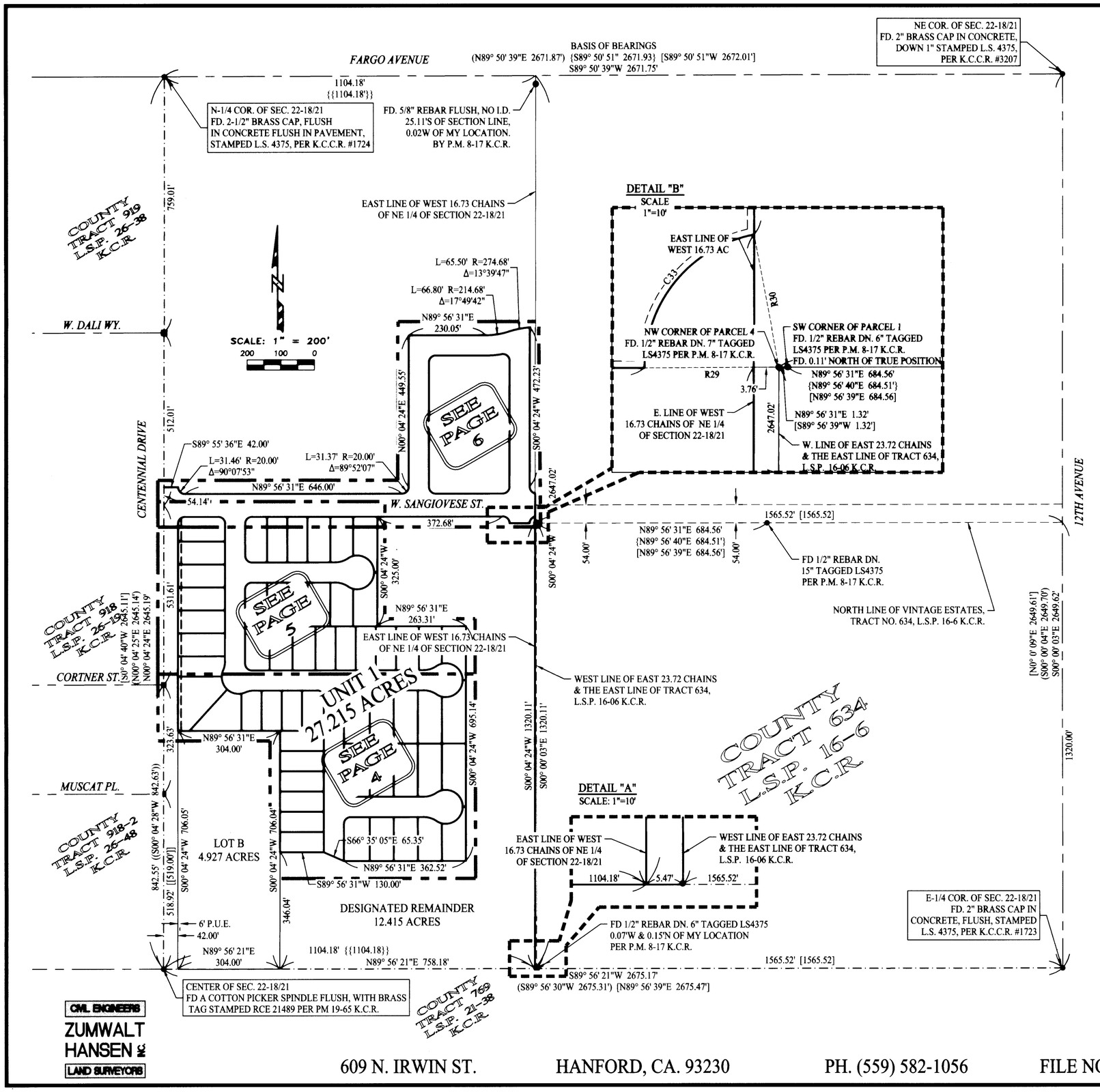
CML ENGINEERS
ZUMWALT HANSEN INC
LAND SURVEYORS
609 N. IRWIN ST. HANFORD, CA. 93230 PH. (559) 582-1056

FILE NO. 0606352 SHEET TWO OF SIX SHEETS

Attachment: Tract 928, Unit No. 1, Final Subdivision Map (PW: Tract 928 Subdivision Final Map)

COUNTY TRACT No. 928
UNIT I

CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA



LEGEND

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ZUMWALT
HANSEN INC
LAND SURVEYORS

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FILE NO. 0606352 SHEET THREE OF SIX SHEETS

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UNIT I

CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

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C4	17.90'	50.00'	20° 30' 33"	C16	11.39'	50.00'	13° 02' 54"
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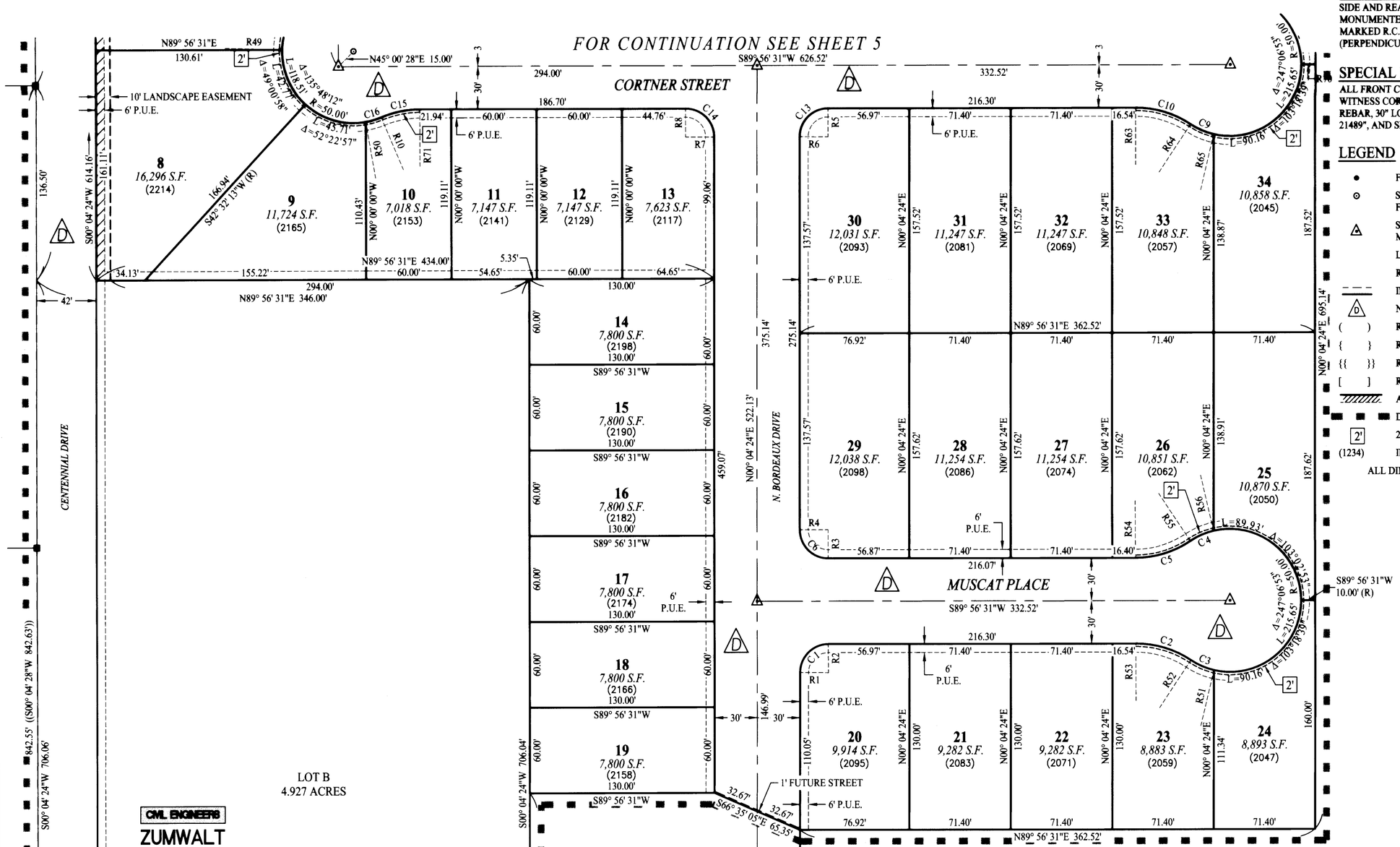
R3	N0° 03' 29"W	R50	S9° 50' 44"E	R64	S33° 29' 58"W
R4	S89° 55' 36"E	R51	S13° 15' 11"W	R65	S13° 15' 11"W
R5	S0° 03' 29"E	R52	S33° 29' 58"W	R70	S89° 56' 31"W
R6	S89° 55' 36"E	R53	S0° 03' 29"E	R71	S0° 03' 29"E
R7	N89° 55' 36"W	R54	N0° 03' 29"W		
R8	S0° 03' 29"E	R55	N33° 36' 55"W		



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FILE NO. 0606352 SHEET FOUR OF SIX SHEETS

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COUNTY TRACT No. 928
UNIT I

CITY OF HANFORD, COUNTY OF KINGS,
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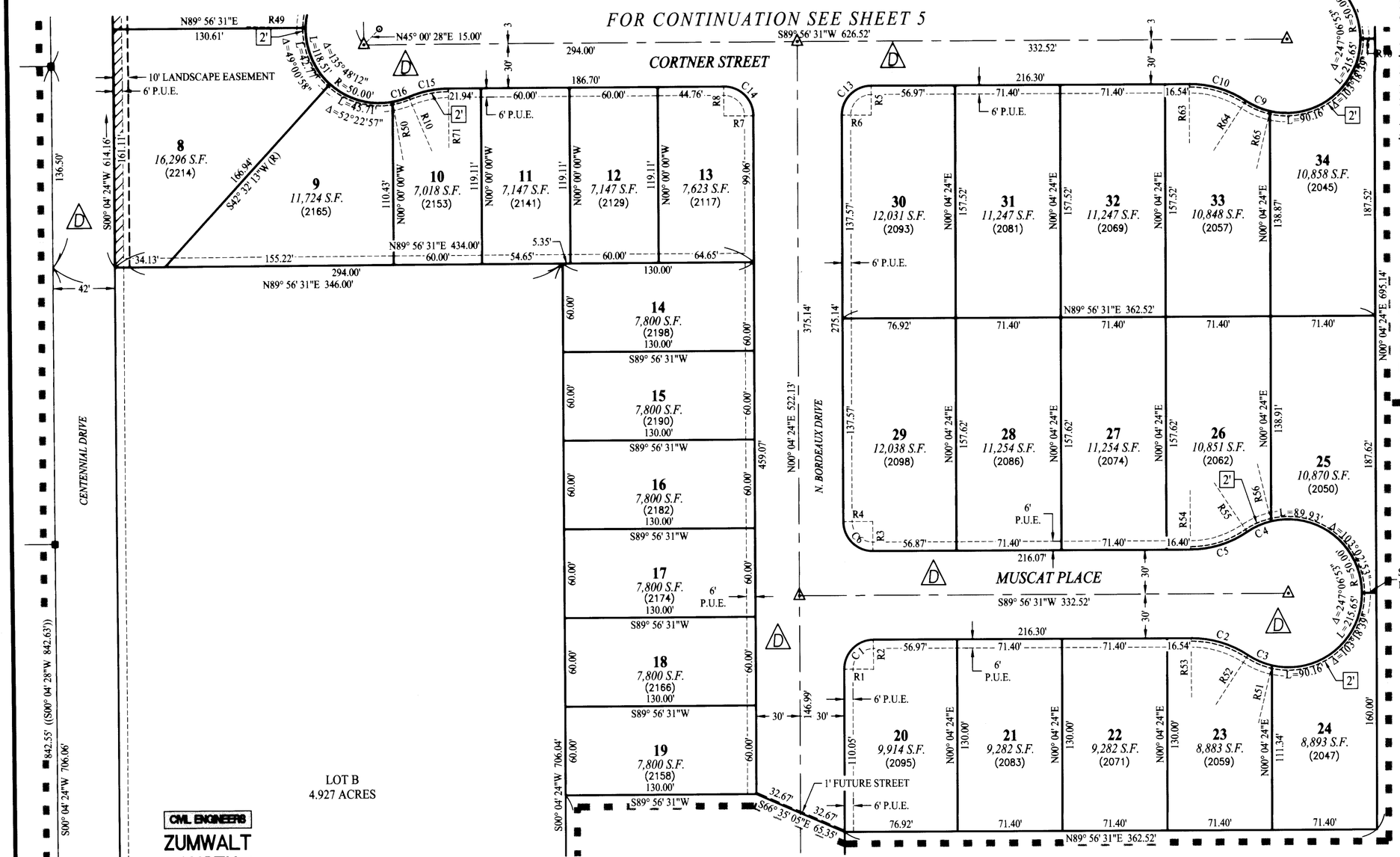

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C15	27.90'	70.00'	22° 50' 09"	C23	17.06'	50.00'	19° 33' 11"				
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R13	N0° 03' 29"W	R23	S0° 03' 29"E	R60	S0° 03' 29"E		
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R15	S89° 55' 36"E	R25	S89° 55' 36"E	R62	S14° 12' 33"W		
R16	S0° 03' 29"E	R26	S0° 03' 29"E	R66	N0° 03' 29"W		
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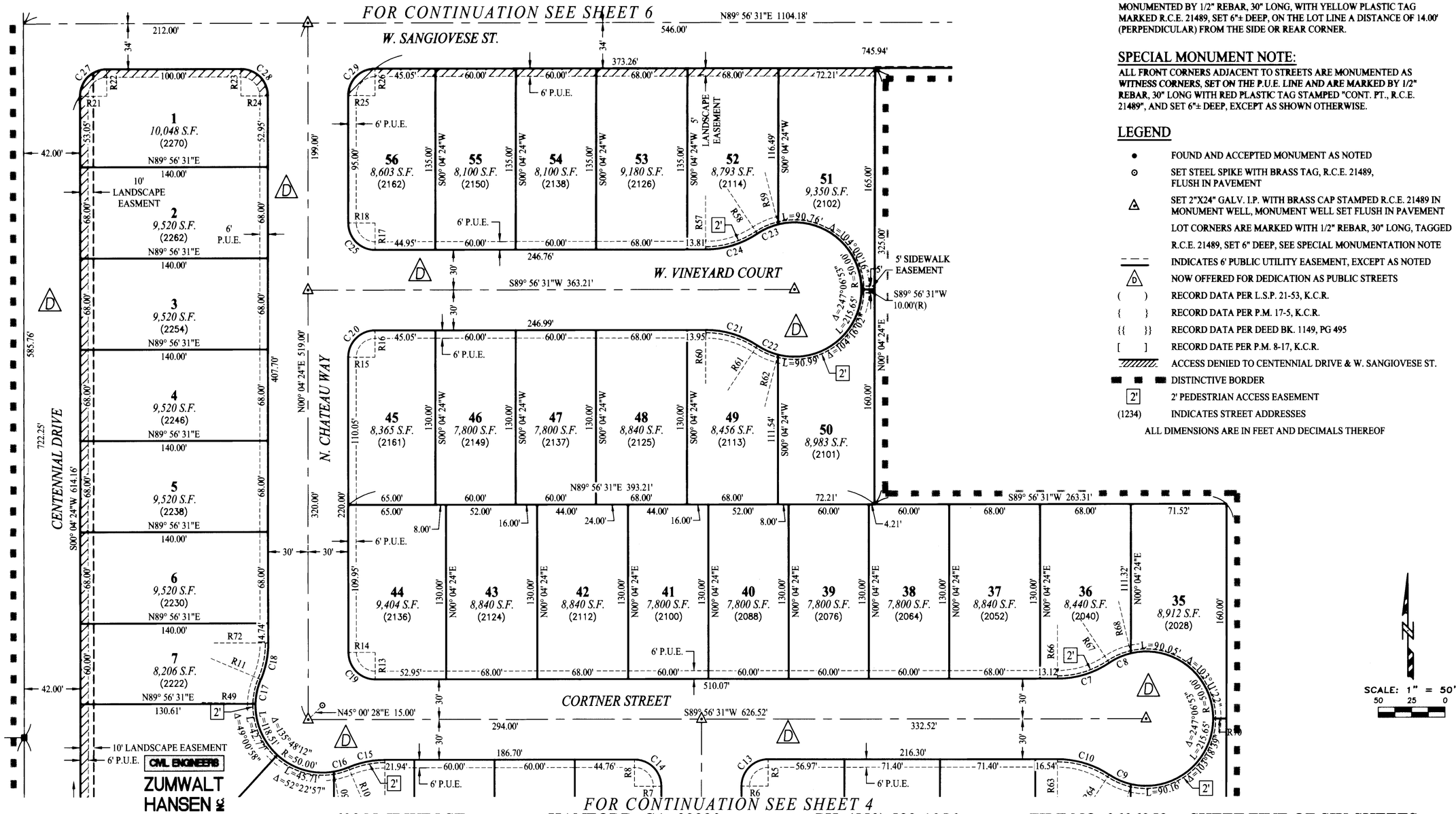

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- ( ) RECORD DATA PER L.S.P. 21-53, K.C.R.
- { } RECORD DATA PER P.M. 17-5, K.C.R.
- {{ }} RECORD DATA PER DEED BK. 1149, PG 495
- [ ] RECORD DATE PER P.M. 8-17, K.C.R.
- ACCESS DENIED TO CENTENNIAL DRIVE & W. SANGIOVESE ST.
- DISTINCTIVE BORDER
- 2' 2' PEDESTRIAN ACCESS EASEMENT
- (1234) INDICATES STREET ADDRESSES

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

CML ENGINEERS
ZUMWALT HANSEN INC
LAND SURVEYORS
609 N. IRWIN ST. HANFORD, CA. 93230 PH. (559) 582-1056

FILE NO. 0606352 SHEET FIVE OF SIX SHEETS

Attachment: Tract 928, Unit No. 1, Final Subdivision Map (PW: Tract 928 Subdivision Final Map)

COUNTY TRACT No. 928
UNIT I

CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

SIDE AND REAR LOT CORNERS ADJACENT TO CENTENNIAL DRIVE 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 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

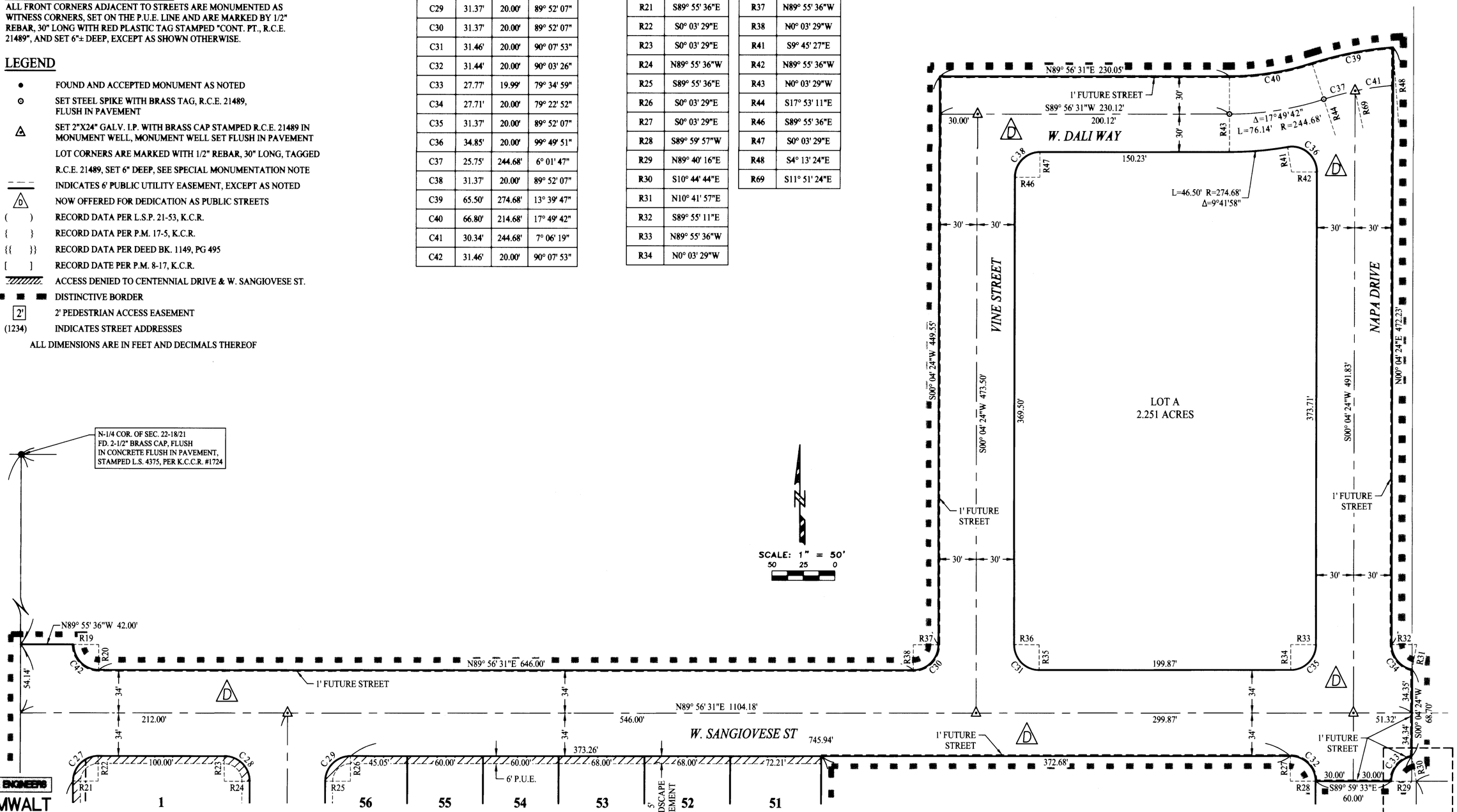
- ● FOUND AND ACCEPTED MONUMENT AS NOTED
- ⊙ SET STEEL SPIKE WITH BRASS TAG, R.C.E. 21489, FLUSH IN PAVEMENT
- △ SET 2"X24" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, MONUMENT WELL SET FLUSH IN PAVEMENT
- LOT CORNERS ARE MARKED WITH 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, SET 6" DEEP, SEE SPECIAL MONUMENTATION NOTE
- — — — INDICATES 6' PUBLIC UTILITY EASEMENT, EXCEPT AS NOTED
- △D NOW OFFERED FOR DEDICATION AS PUBLIC STREETS
- ( ) RECORD DATA PER L.S.P. 21-53, K.C.R.
- { } RECORD DATA PER P.M. 17-5, K.C.R.
- {{ }} RECORD DATA PER DEED BK. 1149, PG 495
- [ ] RECORD DATE PER P.M. 8-17, K.C.R.
- ACCESS DENIED TO CENTENNIAL DRIVE & W. SANGIOVESE ST.
- DISTINCTIVE BORDER
- 2' 2' PEDESTRIAN ACCESS EASEMENT
- (1234) INDICATES STREET ADDRESSES

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

Curve Table			
Curve #	Length	Radius	Delta
C27	31.37'	20.00'	89° 52' 07"
C28	31.46'	20.00'	90° 07' 53"
C29	31.37'	20.00'	89° 52' 07"
C30	31.37'	20.00'	89° 52' 07"
C31	31.46'	20.00'	90° 07' 53"
C32	31.44'	20.00'	90° 03' 26"
C33	27.77'	19.99'	79° 34' 59"
C34	27.71'	20.00'	79° 22' 52"
C35	31.37'	20.00'	89° 52' 07"
C36	34.85'	20.00'	99° 49' 51"
C37	25.75'	244.68'	6° 01' 47"
C38	31.37'	20.00'	89° 52' 07"
C39	65.50'	274.68'	13° 39' 47"
C40	66.80'	214.68'	17° 49' 42"
C41	30.34'	244.68'	7° 06' 19"
C42	31.46'	20.00'	90° 07' 53"

Radial Line Table	
LINE #	DIRECTION
R19	S89° 55' 36"E
R20	N0° 03' 29"W
R21	S89° 55' 36"E
R22	S0° 03' 29"E
R23	S0° 03' 29"E
R24	N89° 55' 36"W
R25	S89° 55' 36"E
R26	S0° 03' 29"E
R27	S0° 03' 29"E
R28	S89° 59' 57"W
R29	N89° 40' 16"E
R30	S10° 44' 44"E
R31	N10° 41' 57"E
R32	S89° 55' 11"E
R33	N89° 55' 36"W
R34	N0° 03' 29"W

Radial Line Table	
LINE #	DIRECTION
R35	N0° 03' 29"W
R36	S89° 55' 36"E
R37	N89° 55' 36"W
R38	N0° 03' 29"W
R41	S9° 45' 27"E
R42	N89° 55' 36"W
R43	N0° 03' 29"W
R44	S17° 53' 11"E
R46	S89° 55' 36"E
R47	S0° 03' 29"E
R48	S4° 13' 24"E
R69	S11° 51' 24"E



FOR CONTINUATION SEE SHEET 5

CIVIL ENGINEERS
ZUMWALT HANSEN INC.
LAND SURVEYORS

609 N. IRWIN ST. HANFORD, CA. 93230 PH. (559) 582-1056 FILE NO. 0606352 SHEET SIX OF SIX SHEETS

Attachment: Tract 928, Unit No. 1, Final Subdivision Map (PW: Tract 928 Subdivision Final Map)

AGENDA
STAFF REPORT

MEETING DATE: 5/4/2021	**AGENDA SECTION:** D

SUBJECT:
Public Works: Authorization for staff to advertise for bids for the Police Activities League Parking Lot Project and Pre-Authorization for the City Manager to award and execute the contract on behalf of the City to the lowest responsible bidder providing project bid is within current budget appropriation.

RECOMMENDATION:
That the City Council, by motion,
1. Authorize staff to advertise for bids for the Police Activities League Parking Lot Project.
2. Pre-Authorize the City Manager to award and execute the contract on behalf of the City to the lowest responsible bidder providing project bid is within current budget appropriation.

BACKGROUND:
Police Activities League Building formally know as the National Guard Armory Building is located at the corner of 11th and Rodgers Road in Hanford Ca. This buildings was recently purchased by the City of Hanford and is home to the (PAL) Police Activities League as well as utilized as storage for vehicles for the Police Department. PAL provides community youth actives such as boxing and jujitsu for youth in the community.

The parking lot currently consists of a dirt lot which does not provide enough parking stalls to accommodate the needs of the current facilities activities as well as compliance with the Americans with Disabilities Act (ADA). This project will provide a new drive approach, chain length fence, new trash enclosure, paved parking lot and new parking to increase the number of stalls from 3 to 16 and to include ADA parking. In addition a new concrete pad will be installed to properly store the Police's Department's SWAT vehicle.

Plans and specifications for the Police Activities League Parking Lot Project are complete. With Council approval, staff will solicit bids for this project. Project is anticipated to be under construction in late Summer 2021 after Community Development Block Grant program contracts are signed.

After bid opening, Staff will examine the bids, validate the lowest bidder's contractor's license status, and verify the contractor is in good standing. Staff is requesting the pre-authorization to award and execute the contract in order to expedite the process of delivery of projects.

FISCAL IMPACT:
The FY 20/21 (PAL) Police Activities League Parking Lot Project is proposed to be funded out of the 2021 Community Development Block Grant program (CDBG). The proposed funding through CDBG is $200,000.00. A copy of the Engineers Estimate in the amout of $143,099.00, plus and add alternate for a motorized gate for $15,000.00 is attached for Council review.

ATTACHMENTS:
Engineers Estimante Rev 1
Exh A - Aerial

PAL Parking Lot Improvements

Exhibit B

21040000-821647

Engineers Estimate

	ITEM	QUANTITY	UNIT	Unit Cost	Subtotal
1	Facilities	1	LS	$17,000.00	$20,000.00
2	Sawcut Existing Pavement	60	LF	$12.00	$720.00
3	Remove Tree	2	EA	$1,000.00	$2,000.00
4	5" Class 2 Aggregate Base (15,054 sf)	234	CY	$65.00	$15,210.00
5	3" AC, Type B, 1/2" Max, Medium grade (13704 sf)	255	TONS	$110.00	$28,050.00
6	Install Concrete Wheel Stops	17	EA	$250.00	$4,250.00
7	Construct 24' Driveway Approach (580 sf)	1	EA	$8,500.00	$8,500.00
8	Construct 6" Landscape Curb	18	LF	$15.00	$270.00
9	Construct Masonry Trash Enclosure w/ 10'x15' reinforced conc pad	1	EA	$7,500.00	$7,500.00
10	Construct Chainlink Fence with Privacy slats and conc curb	335	LF	$26.00	$8,710.00
11	Construct Chainlink Fence	40	LF	$17.00	$680.00
12	Install 20' Chainlink Swing Gate	1	LS	$1,000.00	$1,000.00
13	Reinforced Concrete Pad (#4 @ 18" o.c.) (150 sf at 4" thick; 1200 sf at 5" thick)	1,350	SF	$22.00	$29,700.00
14	Striping, Signing, and Pavement Markers	1	LS	$3,500.00	$3,500.00
					$130,090.00
				10% Contingency	$13,009.00
				Total	$143,099.00

ADD ALTERNATE BID ITEM

1	20FT Motorized Gate	1	EA	$15,000.00	$15,000.00

Attachment: Engineers Estimante Rev 1 (PW: Permission to Advertise the FY 20/21 (PAL) Police Activities

PAL Building

Exhibit A - Existing Conditions

© 2021 Google

Attachment: Exh A - Aerial (PW: Permission to Advertise the FY 20/21 (PAL) Police Activities League

AGENDA
STAFF REPORT

MEETING DATE: 5/4/2021	**AGENDA SECTION:** E

SUBJECT:
Public Works: Approval of a Notice of Completion for the FY 19/20 Pavement Resurfacing Project on Idaho Ave. from the BNSF Railroad to 10th Ave. and authorization for the Mayor to execute and the City Clerk to attest and file said Notice with Kings County recorders office.

RECOMMENDATION:
That the City Council, by motion, approve the attached Notice of Completion for the FY 19/20 Pavement Resurfacing Project on Idaho Ave. from the BNSF Railroad to 10th Ave. and authorize the Mayor to execute and the City Clerk to attest and file said Notice with Kings County recorders office.

BACKGROUND:
On August 4, 2020, Council awarded the FY 19/20 Pavement Resurfacing Project on Idaho Ave. from BNSF Railroad to 10th Ave. to Papich Construction Co., Inc. of Arroyo Grande, CA. in the amount of $177,733.00 for construction including contingencies. This project consisted of installing 4.0" of asphalt paving on Idaho Ave. by the Contractor after the removal of the existing asphalt by City forces.

The area in front of Western Milling on Idaho Avenue was previously unpaved. Western Milling approached the city about including their frontage in the pavement project, and have contributed their share of the improvements in the amount of $14,040.00. The total budget for the project is $189,040.00.

The total cost to complete the project was $185,563.77. There was one (1) contract change order and balance of quantities on this project that resulted in an increase of $23,830.77 due to extending the pavement section to the intersection of 10th Avenue.

FINANCIAL HISTORY:

SOURCE OF BUDGET FUNDING	**AMOUNT**
FY19/20 Capital Improvement Budget	$ 175,000.00
Western Milling Contribution	$ 14,040.00
Total Budget Funding	$ 189,040.00

CONSTRUCTION COSTS

Contract – Total Bid Award	$ 161,733.00
CCO #1	- $ 1,000.00
Balance of quantities	$ 24,830.77
Total Construction Cost	$ 185,563.77
Fund Balance	$ 3,476.23

FISCAL IMPACT:
Per City Council approval, the FY 19/20 Capital Improvement Budget provided $175,000.00 for the FY19/20 Pavement Resurfacing Project, including contingencies.

ATTACHMENTS:
NOC Recording
Budget Page
FY19-20 PAVEMENT RESURFACING-IDAHO FROM 10TH AVE. TO BNSF RR LIMITS
Financial Report

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 at: Idaho Avenue between 10th Avenue and the BNSF Railroad Tracks in Hanford CA.

2. The Improvement is particularly described as: FY 19/20 Pavement Resurfacing Project on Idaho Avenue from BNSF Railroad to 10th Avenue.

3. The date of completion of the work of Improvement: March 31, 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: Papich Construction Co., Inc.

7. The surety for the work of Improvement: Arch Insurance Company

8. All work for this project has been completed.

9. Accepted by minute action of the City Council of the City of Hanford on: May 4, 2021.

I certify under penalty of perjury that the foregoing is true and correct.
Dated this 4th day of May, 2021.

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

Attachment: NOC Recording (PW: NOC for FY 19/20 Pavement Resurfacing - Idaho Frm: 10th Ave to BNSF Railroad 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

Pavement Treatment Various Streets

CIP0000027

Project Background:

This project provides funds to perform various pavement rehabilitation / surfacing treatments to extend the useful life of streets in the Industrial Park. Pavement treatment may include reclamite, crack filling, cape seal coating or deep patching.

Existing Conditions:

The Kings Industrial Park consists of 1,000 acres of developed and vacant land. The park is mostly developed with most infrastructure in place. Infrastructure in the park dates back to the 1970's. Streets in the park are heavily used by semi-trucks and vehicles and as a result are in varying degrees of disrepair.

Project Justification:

The Kings Industrial Park provides significant jobs to the City. Infrastructure must be in good repair in order to attract new businesses and keep the existing businesses content. This is an effective way to make the Industrial Park more business friendly. This will attract new investment, core jobs and lead to a fully occupied Industrial Park.

Fiscal Implications:

Funds for this project will be allocated from Accumulated Capital Outlay (ACO) Reserves.

Project Budget Summary:

		5-Year Funding Allocation				
		2020	2021	2022	2023	2024
	Program or Project	Construction				
Expenditure	Construction	175,000	50,000	50,000	50,000	50,000
	Total Expenditure	$175,000	$50,000	$50,000	$50,000	$50,000
	Funding					
Revenue	0004 Accumulated Capital Outlay	50,000	50,000	50,000	50,000	50,000
	0050 Gas Tax (TDA Transportation)	125,000				
	Total Funding	$175,000	$50,000	$50,000	$50,000	$50,000

Attachment: FY19-20 PAVEMENT RESURFACING-IDAHO FROM 10TH AVE. TO BNSF RR LIMITS (PW:

FINAL PROJECT CONSTRUCTION AND FINANCE HISTORY

PROJECT: FY 19/20 Pavement Resurfacing Project on Idaho Avenue from BNSF Railroad to 10th Avenue.

CONTRACTOR: Papich Construction Co., Inc.
398 Sunrise Terrace
Arroyo Grande, CA. 93420

CONTRACT DATES:

Bid Date	July 28, 2020
Council Award	August 4, 2020
Contractor Started Work	March 30, 2021
Contract Time of Completion	April 2, 2021
Contractor Completed Work	March 31, 2021

CONTRACT CHANGE ORDERS:

CCO-1: Reduction in traffic control for a credit of $1,000.00
Balance of quantities for an increase of $24,830.77

FINANCIAL HISTORY:

SOURCE OF BUDGET FUNDING	**AMOUNT**
FY19/20 Capital Improvement Budget	$ 175,000.00
Western Milling Contribution	$ 14,040.00
Total Budget Funding	$ 189,040.00

CONSTRUCTION COSTS

Contract – Total Bid Award	$ 161,733.00
CCO #1	- $ 1,000.00
Balance of quantities	$ 24,830.77
Total Construction Cost	$ 185,563.77
Fund Balance	$ 3,476.23

Attachment: Financial Report (PW: NOC for FY 19/20 Pavement Resurfacing - Idaho Frm: 10th Ave to BNSF Railroad Project)

AGENDA
STAFF REPORT

MEETING DATE: 5/4/2021	**AGENDA SECTION:** F

SUBJECT:
Finance: Quarterly Report and Monthly Investment Transaction Report

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RECOMMENDATION:
That Council receives the attached staff report and the City of Hanford Quarterly Investment Report and the Monthly Transaction Report.

BACKGROUND:
See attached staff report

FISCAL IMPACT:

ATTACHMENTS:
Staff Report - 3.31 Quarterly report
Copy of City of Hanford Holdings 3 31 2021

AGENDA

STAFF REPORT

MEETING DATE: May 4, 2021	AGENDA SECTION: Work Session

TO: Mayor and City Council

FROM: Matthew Kredit, Finance Manager

DATE: April 28, 2021

SUBJECT: Quarterly Report and Monthly Investment Transaction Report

Quarterly Investment Report.

The City has just about $75 million in investments and cash as of 3/31/21. 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 March 31, 2021

Average Yield	1.677%
LAIF Yield	0.440%
Average Maturity	266
LAIF Average Maturity	169

Recap	# Investments	Face Amount Shares	Cost Value	Market Value	Share
Certificate of Deposit	44	9,988,000.00	9,988,000.00	9,988,000.00	13%
US Agency	5	6,200,000.00	6,200,000.00	6,199,968.00	8%
Corporate	4	3,700,000.00	3,932,798.37	3,975,325.00	5%
Liquid Assets - Government Pools	2	51,203,264.520	51,203,264.520	51,203,264.520	68%
- Cash Accounts	3	3,863,883.760	3,863,883.760	3,863,883.760	5%
	58	74,955,148.28	75,187,946.65	75,230,441.28	100%

Recent Activity. The City has continued to keep our goal of 4 million cash in Wells Fargo while investing excess in either LAIF or 3 to 3.5 year term securities that offer a better rate than LAIF.

Current investment environment. The Federal Reserve reaffirmed to keep interest rates low on April 28th, 2021. The 10 year Treasury Note has remained above 1.5% since February and is currently 1.66%.

Proposed Actions. Interest rates continue to remain low. 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 follow and make these recommendations until interest rates rise.

Monthly Transaction Report

Exhibit B, Monthly Transaction Report for March 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 are 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, March. 31, 2021 Quarterly Investment Report

Exhibit B, Monthly Transaction Report – March 2021

City of Hanford
Portfolio Holdings
Investment Portfolio | by Portfolio
As of 3/31/2021

Description	CUSIP/Ticker	Security Sector	Settlement Date	YTM @ Cost	Face Amount Shares	Cost Value	Market Value	Maturity Date	Days To Maturity	% of Portfoli
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	0.307%
CD Synchrony Bank 1.7 10/21/2021	87165HPU8	Certificate Of Deposit	10/21/2016	1.700	150,000.00	150,000.00	150,000.00	10/21/2021	294	0.200%
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	0.200%
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	0.133%
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	0.267%
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	0.334%
CD Capital One 2.25 9/20/2022-18	1404204Z0	Certificate Of Deposit	09/20/2017	2.250	250,000.00	250,000.00	250,000.00	09/20/2022	628	0.334%
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	0.334%
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	0.334%
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	0.334%
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	0.267%
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	0.334%
CD Genoa Banking 2.25 12/29/2022	372348BY7	Certificate Of Deposit	12/29/2017	2.250	250,000.00	250,000.00	250,000.00	12/29/2022	728	0.334%
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	0.327%
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	0.085%
CD Northstar Bank MI 1.15 3/31/2023	66704MEQ0	Certificate Of Deposit	03/31/2020	1.150	250,000.00	250,000.00	250,000.00	03/31/2023	820	0.334%
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	0.334%
CD Pacific Western Bank CA 1.2 4/17/2023	69506YRJ0	Certificate Of Deposit	04/16/2020	1.200	250,000.00	250,000.00	250,000.00	04/17/2023	837	0.334%
CD Flagstar Bank MI 1.15 4/17/2023	33847E2Z9	Certificate Of Deposit	04/17/2020	1.150	250,000.00	250,000.00	250,000.00	04/17/2023	837	0.334%
CD Nicolet National Bank WI 1.2 4/17/2023	654062KJ6	Certificate Of Deposit	04/17/2020	1.200	250,000.00	250,000.00	250,000.00	04/17/2023	837	0.334%
CD Morgan Stanley UT 4/19/2023	61747MV32	Certificate Of Deposit	04/19/2018	3.000	186,000.00	186,000.00	186,000.00	04/19/2023	839	0.248%
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	0.334%
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	0.334%
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	0.334%
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	0.334%
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	0.334%
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	0.332%
CD Nebraska State Bank NE 1 9/29/2023	63970BAK5	Certificate Of Deposit	03/30/2020	1.000	250,000.00	250,000.00	250,000.00	09/29/2023	1,002	0.334%
CD Citbank 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	0.334%
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	0.332%
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	0.133%
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	0.334%
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	0.334%
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	0.334%
CD BMO Harris 3/28/25	05600XAY6	Certificate Of Deposit	09/23/2020	0.050	249,000.00	249,000.00	249,000.00	03/28/2025	1,548	0.332%
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	0.332%
CD Continental Bank UT 0.55 6/26/2025	211163KK5	Certificate Of Deposit	06/26/2020	0.550	175,000.00	175,000.00	175,000.00	06/26/2025	1,638	0.233%

Attachment: Copy of City of Hanford Holdings 3 31 2021 (Finance: Quarterly Report)

City of Hanford
Portfolio Holdings
Investment Portfolio | by Portfolio
As of 3/31/2021

Description	CUSIP/Ticker	Security Sector	Settlement Date	YTM @ Cost	Face Amount Shares	Cost Value	Market Value	Maturity Date	Days To Maturity	% of Portfoli
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	0.334%
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	0.334%
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	0.264%
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	0.334%
CD Medallion Bank UT 7/30/2025	58404DHQ7	Certificate Of Deposit	07/22/2020	0.550	250,000.00	250,000.00	250,000.00	07/30/2025	1,672	0.334%
CD Enerbank UT 8/29/2025	29278TRA0	Certificate Of Deposit	08/21/2020	0.500	245,000.00	245,000.00	245,000.00	08/31/2025	1,704	0.327%
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	0.332%
Citibank 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	1.334%
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	0.934%
Bank of New York Mellon 1.6 4/24/2025-25 *	06406RAN7	Corporate	05/13/2020	1.216	1,000,000.00	1,018,368.00	1,045,480.00	04/24/2025	1,575	1.334%
Caterpillar Finl Svcs Corp	14912L5X5	Corporate	11/26/2013	3.750	1,000,000.00	1,088,656.37	1,087,250.00	11/24/2023	1,058	1.334%
FHLB 0.500 9/24/24-21	3130ALKN3	US Agency	03/24/2021	0.500	2,000,000.00	2,000,000.00	1,996,440.00	09/24/2024		
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	1.601%
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	0.667%
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	2.668%
Sub Total / Average				1.104	19,388,000.00	19,620,798.37	19,663,068.00			23.198%
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	0.667%
Sub Total / Average				0.698	500,000.00	500,000.00	500,225.00			0.667%
Total / Average					19,888,000.00	20,120,798.37	20,163,293.00			23.865%

Attachment: Copy of City of Hanford Holdings 3 31 2021 (Finance: Quarterly Report)

City of Hanford
Portfolio Holdings
Investment Portfolio | by Portfolio
As of 3/31/2021

Description	CUSIP/Ticker	Security Sector	Settlement Date	YTM @ Cost	Face Amount Shares	Cost Value	Market Value	Maturity Date	Days To Maturity	% of Portfoli
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	0.00	0.00	0.00	n/a	1	0.000%
LAIF LGIP	LAIF	n/a	n/a	0.44000	17,002,780.71	17,002,780.71	17,002,780.71	n/a	1	22.684%
Wells Fargo Bank	WF	n/a	n/a	0.00300	3,863,883.76	3,863,883.76	3,863,883.76	n/a	1	5.155%
Tulare County Pool	TC	n/a	n/a	2.85000	34,200,483.81	34,200,483.81	34,200,483.81	n/a	7	45.628%
Sub Total / Average				1.906	55,067,148.280	55,067,148.280	55,067,148.280			73.467%
Total / Average				1.677	74,955,148.28	75,187,946.65	75,230,441.28			97.332%

* Security is callable in the designated year

Attachment: Copy of City of Hanford Holdings 3 31 2021 (Finance: Quarterly Report)

CITY OF HANFORD

City of Hanford Investment Portfolio
Quarter ending March 31, 2021

Average Yield	1.677%
LAIF Yield	0.440%
Average Maturity	266
LAIF Average Maturity	169

Recap

	# Investments	Face Amount Shares	Cost Value	Market Value	Share
Certificate of Deposit	44	9,988,000.00	9,988,000.00	9,988,000.00	13%
US Agency	5	6,200,000.00	6,200,000.00	6,199,968.00	8%
Corporate	4	3,700,000.00	3,932,798.37	3,975,325.00	5%
Liquid Assets - Government Pools	2	51,203,264.520	51,203,264.520	51,203,264.520	68%
- Cash Accounts	3	3,863,883.760	3,863,883.760	3,863,883.760	5%
	58	74,955,148.28	75,187,946.65	75,230,441.28	100%

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

Chris Tavarez, Finance Director

Matthew Kredit, Finance Manager

Attachment: Copy of City of Hanford Holdings 3 31 2021 (Finance: Quarterly Report)

AGENDA
STAFF REPORT

MEETING DATE: 5/4/2021	**AGENDA SECTION:** A

SUBJECT:
Community Development: Public Hearing to receive comments and approval and adoption of the proposed 2021-2022 Annual Action Plan for expenditures of Community Development Block Grant (CDBG) funds

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RECOMMENDATION:
See Staff Report Attached.

FISCAL IMPACT:
Insert Fiscal Impact Here or Erase Completely

ATTACHMENTS:
Staff Report.05.04.21.CDBG CC
ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC

CITY OF HANFORD CITY COUNCIL
STAFF REPORT

MEETING DATE: Tuesday, May 4, 2021

SUBJECT: **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):** Adoption of the 2021-22 Action Plan.

STAFF RECOMMENDATION

1. Hold a public hearing to receive comment on the 2021-22
2. Approve and adopt the proposed 2021-22 Annual Action Plan.

BACKGROUND

The 2019-2023 Consolidated Plan, approved by City Council on May 7, 2019, established a multi-year strategy for the use of CDBG funds in the community. CDBG funding supports development of viable urban communities by supporting projects and activities that create or enhance the availability of decent housing, suitable living environments, and expansion of economic opportunities, principally for low- and moderate-income persons. The Annual Action Plan identifies specific projects and activities funded through CDBG each year of the Consolidated Plan. The 2021-2022 Annual Plan is an expenditure plan using the upcoming year's CDBG allocation for the specific activities outlined in the Consolidated Plan.

As presented during the Study Session on April 6, 2021. Hanford must adopt the 2021-22 Annual Action Plan to identify projects for the upcoming budget year. The Council directed staff to distribute the 2021-22 budget of $575,412 to the following projects:

2020-21 ANNUAL ACTION PLAN ENTITLEMENT FUNDING (ATTACHMENT 1)

Housing Rehabilitation	$	173,019
Public Improvement Youth Complex Site Improvements	$	200,000
Mobile Health Home	$	39,000
Kings Community Action Organization	$	28,000
Utility Assistance	$	10,311
Kings Tulare COC	$	10,000
Administration	$	115,082
Total	**$**	**575,412**

Attachment: Staff Report.05.04.21.CDBG CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant Action Plan)

Alternate Projects:

In addition to the projects listed above, staff recommends the following projects be included as contingency projects, to be funded if additional program income or CARES ACT funds become available during the year:

Housing Rehabilitation (additional funding to be added to total)	$ 100,000
First-time Homebuyer Assistance	$ 150,000
Additional funding for Public Service Subrecipients	Subject to CAP

Public Review:

The Action Plan was released for a 30-day public review period on April 9, 2021, with a public notice of availability published in the *Hanford Sentinel* on March 23, 2021 and April 16, 2021. No comments have been received as of the date of preparation of this report. Public comments received prior to the closing of the comment period on May 10, 2021, will be summarized in the final document.

ACTION FOLLOWING APPROVAL

Staff will submit the 2021/22 Annual Action Plan to HUD. Funds will be available upon HUD's approval of the plan.

ATTACHMENT 1

CITY OF HANFORD

COMMUNITY DEVELOPMENT BLOCK GRANT

2021-2022 ANNUAL ACTION PLAN
DRAFT FOR PUBLIC REVIEW AND COMMENT
April 9, 2021 - May 10, 2021

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

U.S. Department of Housing and Urban Development (HUD) to invest in local communities. The City receives HUD funding under the Community Development Block Grant (CDBG) Program, which is designed to assist low- and moderate-income (LMI) households.

Hanford's 2019/20-2023/24 Consolidated Plan constitutes the City's strategy for addressing its housing and community development needs utilizing federal entitlement funds. The goals are to assist low- and moderate-income persons, provide decent housing, create suitable living environments, and expand economic opportunities. Included in the Consolidated Plan are broad five-year objectives and strategies to accomplish these goals. Specific identifiable benchmarks for measuring progress in realizing the City's strategy are proposed in the Annual Action Plans. The City anticipates $552,412 in CDBG funding for FY 2021/2022.

2. Summarize the objectives and outcomes identified in the Plan

The U.S. Department of Housing and Urban Development (HUD) has established three predetermined objectives and outcomes designed to capture the range of community impacts that occur as a result of CDBG-funded programs. Each activity or program funded with CDBG must fall under one of three objectives and one of three outcomes. The framework of selecting these objectives and outcomes is known as HUD's CPD Outcome Performance Measurement System. Here are the objectives and outcomes to choose from:

Objectives

- **Creating Suitable Living Environments** relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment, from physical problems with their environment to social issues.
- **Providing Decent Housing** covers the wide range of housing activities where the purpose is to meet individual family or community housing needs.
- **Creating Economic Opportunities** applies to activities related to economic development, commercial revitalization, or job creation.

Outcomes

- **Availability/Accessibility** applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income people, including persons with disabilities.

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

- **Affordability** applies to activities that provide affordability in a variety of ways to low- and moderate-income people and is appropriate to use whenever an activity is lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income household.

Sustainability applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Hanford's Consolidated Plan Needs Assessment was developed by reviewing Census statistical data and building upon already adopted planning documents, coupled with consultation with housing, homeless and service providers, City Departments, and the public via community meetings, public hearings, and a Community Needs Assessment Survey. The result was the formation of seven areas of priority need, including:

1. Provide decent, affordable housing
2. Maintain and promote neighborhood preservation
3. Support special-needs programs and services
4. Construct or upgrade public facilities and infrastructure
5. Business and Jobs (Economic Development)

Good progress has been made to-date during the 2020 program year. Further, the City's most recently submitted Annual Performance and Evaluation Report for the program year 2019 demonstrated that the City is nearly meeting, meeting, or exceeding its ConPlan goals in its 5-year plan period.

The following is an overview of the prior year performance and goals:

Housing Rehabilitation - To date, this project served 13 households during the FY2019-20 period. Hanford has spent $75,683 (2018-19) and $16,170 (2019-2020) of the housing rehabilitation funds allocated by the City and is on track to meet the goals identified in the FY18-19 and FY19-20 Action Plans.

Public Facility Improvements - To date, during the FY2019-20, Hanford has spent $256,518 in (AP2017-18) and (AP2018-19) allocated to Pedestrian Improvements.

Public Services - To date, during the FY2019-20, Hanford has spent $47,674 in (2018-19) allocated to Public Services.

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City followed its Citizen Participation Plan and HUD's guidelines for the citizen and community involvement in preparation of the 2021 Annual Action Plan.

5. Summary of public comments

Summary from citizen participation section of plan. (Public comments received prior to the closing of the comment period on May 10, 2021, will be summarized in the final document).

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the ConPlan.

All public meetings were noticed, as per the Brown Act. Notices included the process of requesting physical accommodations and documents in alternate formats.

The purpose of the meetings was to inform the community about the Action Plan process and to identify opportunities to improve collaborative efforts and eliminate service delivery gaps to develop and sustain decent and affordable housing, suitable living environments, and expanded community and economic opportunities.

To maximize participation in the preparation of the 2021/2022 Action Plan, the City held a public meeting on April 6, 2021 during the City Council study session.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments are accepted and appreciated. The summary of the comments received is attached.

7. Summary

The City of Hanford has undertaken diligent and good faith efforts to reach out to all segments of the community that may benefit from the CDBG programs. The City of Hanford will continue to concentrate its maximum impact and strive to address the needs, priorities, and goals identified in the 2019-2023 Consolidated Plan and the 2021-22 Action Plan.

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Hanford	Community Development - Housing

Table 1 – Responsible Agencies

Narrative (optional)

The City of Hanford (City) is the Lead Agency for the United States Department of Housing and Urban Development (HUD) entitlement programs. The City's Department of Community Development is responsible for administering the funds it receives under the Community Development Block Grant (CDBG).

Consolidated Plan Public Contact Information

Sandra Lerma, Administrative Analyst - Housing, 559-585-4766, or slerma@cityofhanfordca.com

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City developed its five-year (2019/20-2023/24) Consolidated Plan through consultation with the Kings County Housing Authority, City departments, health and social service providers; and adjacent local governments. As a means of gaining input from housing, homeless and social service providers active in Hanford, the City provided agencies a brief survey requesting input on services provided, priority needs, and gaps in services.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City reached out to a number of agencies, worked collaboratively with public officials, City departments, community residents, stakeholders, and beneficiaries of entitlement funds to seek input on the priorities and strategies included in this Action Plan and further strengthen the dialogue between public and assisted housing providers and private and governmental health, mental health and service agencies that receive federal funding. A list of the agencies who were consulted, including how they participated, is included in table 2.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Kings/Tulare County Continuum of Care (Alliance) is made up of a group of advocates, public agencies, homeless individuals, and service providers with the purpose of confronting the needs of the homeless population within the Kings and Tulare County regions. The City of Hanford continues to be an active participant in the monthly Alliance meetings, with the purpose of enhancing coordination between organizations, disseminating knowledge on best practices, and developing a stronger understanding of the needs of the homeless population within both counties. The Alliance also works to reduce duplication of such services and to improve service delivery to homeless people. The City's Community Development Department regularly attends Alliance meetings. Furthermore, in adherence to the institutional delivery system, the City financially supports the Alliance, which is recognized as a 501(c)(3) organization of partners. The Alliance implements a coordinated entry and assessment system called Every Door Open, to serve both counties. The system's purpose is to help at-risk or current homeless people by prioritizing the most vulnerable homeless people, including the chronically

homeless, veterans, families with children, and unaccompanied minors, obtain necessary services.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Not applicable. The City does not receive ESG funding. The Alliance submits the application on behalf of the applicants

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Champions Recovery Alternative Programs, Inc.
	Agency/Group/Organization Type	Services-Homeless Services-Health Services-Education Services-Employment Services-Fair Housing
	What section of the Plan was addressed by Consultation?	substance abuse
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was invited to participate in public hearings and 30-day review of plans. The anticipated outcome of the consultation is improved data and planning within the selected sections above.
2	**Agency/Group/Organization**	Housing Authority of Kings County
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was invited to participate in public hearings and 30-day review of plans. The anticipated outcome of the consultation is improved data and planning within the selected sections above.
3	**Agency/Group/Organization**	Kings Community Action Organization
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-Homeless

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was invited to participate in public hearings and 30-day review of plans. The anticipated outcome of the consultation is improved data and planning within the selected sections above.
4	**Agency/Group/Organization**	Kings Tulare Continuum of Care
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was invited to participate in public hearings and 30-day review of plans. The anticipated outcome of the consultation is improved data and planning within the selected sections above.
5	**Agency/Group/Organization**	**Federal Communication Commission**
	Agency/Group/Organization Type	Other government – Federal
	What section of the Plan was addressed by Consultation?	Broadband Internet Needs

OMB Control No: 2506-0117 (exp. 09/30/2021)

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Internet search for data related to the broadband internet needs for the City of Hanford. https://broadbandmap.fcc.gov Information from the Federal Communications Commission was used to address HUD's requirement to discuss broadband access and "the digital divide." Refer to Section MA-50.
6	**Agency/Group/Organization**	Federal Emergency Management Agency Database and maps to help determine flood prone areas of Hanford. **https://msc.fema.gov/portal/search**
7.	**Agency/Group/Organization**	**COMCAST**
	Agency/Group/Organization Type	Business Leaders Major Employer
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City consulted with COMCAST, a broadband ISP, concerning the Internet Essentials program they offer to decrease the digital divide. The program allows low-income households to access affordable high-speed internet without a credit check, contract or installation fee. The City is incorporating the distribution of brochures for the Internet Essentials program for all recipients of Federal housing assistance.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

Continuum of Care	City of Hanford	Connecting the Dots is a Ten-Year Plan to prevent and end homelessness in the Kings and Tulare County region. This effort is aligned with the Strategic Plans goal to support activities that prevent and end homelessness.
San Joaquin Valley Fair Housing and Equity Assessment	California Coalition for Rural Housing	The FHEA provides an overview of racial and economic segregation patterns in the City and describes its impact on residential mobility. The report also includes a set of recommendations to promote integration in the City and lessen the negative consequences generated as a result of segregation identified within the report. Both plans focus on supporting and promoting the creation of affordable housing opportunities for LMI and special needs households
County of Kings Housing Element	City of Hanford	The Housing Element identifies the housing needs of the community, goals, and objectives to address those needs, and outlines the community efforts to pursue specific policies and programs to achieve its goals and objectives. The Strategic Plan supports the Housing Elements plan to ensure that there is an adequate supply of affordable housing to meet the current and future needs of the population.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation. Summarize citizen participation process and how it impacted goal-setting

As part of the 2019-2023 Consolidated Plan development, the City undertook a comprehensive outreach program to solicit input from residents and beneficiaries of the entitlement programs and to consult with elected officials, City departments, and various organizations, agencies, and service providers to inform and develop the priorities and strategies. The City has continued to keep these lines of communication open during the preparation of the 2021-2022 Action Plan.

A community survey, which assessed the housing and community development needs, was distributed through the community. Paper formats of the survey were made available in English and Spanish. The survey was also made available via Monkey Survey.

A Draft of the Action Plan was available for public review beginning April 9, 2021, to May 10, 2021.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary o response/ attendance	Summary of comments received	Summary o comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Notice of the March 23, 2021, for development of the 2021 Action Plan was published.	See results of the public meeting	N/A		
2	Public Meetings	The Community Development Housing staff held a meeting on 4/6/2021 to solicit public input on community development needs.	Comments to be added	N/A	All comments are welcomed and appreciated	

OMB Control No: 2506-0117 (exp. 09/30/2021)

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

Sort Order	Mode of Outreach	Target of Outreach	Summary o response/ attendance	Summary of comments received	Summary o comments not accepted and reasons	URL (If applicable)
3	Newspaper Ad	Minorities Non-English Speaking-Specify other language: Spanish Non-targeted/broad community Residents of Public Assisted Housing	Published notice requesting comments during 30-day comment period leading to public hearing	Comments will be updated after 30-day comment period and 2nd public hearing takes place	All comments are welcomed and appreciated	

Table 4 – Citizen Participation Outreach

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

For the third-year covering July 1, 2020, to June 30, 2021, the City has planned for the following allocations.

- $550,412 in CDBG Funds
- $25,000 in Program Income CDBG

In terms of program income, the City anticipated an unsteady stream of program income over the course of this Action Plan Program Income received from the repayment of loans will be re-programmed to eligible CDBG activities.

For FY 21/22 the city will have available $500,000 in HOME -18 funds from a recently awarded grant. These funds will be used to meet affordable housing needs. HOME PI is a result of payments received by the City for First Time Homebuyer Loans made in the past with State HOME grants.

The City anticipates HOME Investment Partnerships Program (HOME) funds will be available to meet the goals of the Consolidated Plan. HOME funding is intended to be used for various housing-related programs and activities. HOME funds are generally used to address the housing needs of jurisdictions through the preservation or creation of affordable housing. There is an estimated $552,177 in New PI from debt repayment of home loans that will be returned to First Time Homebuyer Loan Program.

The City will pursue competitive public and private grants for the development and preservation of programs, housing, and services and work to support legislation that promotes funding for future affordable housing during the Consolidated Plan period

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	**$550,412**	**$25,000**	**0**	**$575,412**	**$**	Entitlement funds allocation plus estimated program income.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds play a crucial role in implementing the Action Plan. Local private and non-federal funds are insufficient to meet the heavy demand for housing and services in our community.

Agencies receiving CDBG funds use those funds to get a commitment from other funding sources and increase their stakeholders. This encourages collaboration and partnerships between agencies and enhances the level of services agencies are able to provide low-and moderate-income residents.

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If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

The City of Hanford is proactive in prioritizing the needs of the community. Staff continues to dedicate time, collaborating with non-profit agencies through the Kings/Tulare Continuum of Care whose main target is to house homeless individuals.

The City allocated $238,702, in CDBG-CV3 funds for the improvements to the Stardust Motel a twenty-two-unit motel that will be converted to permanent housing.

The City in collaboration with Upholding's and Self-help Enterprises applied for $1,772,808 in Permanent Supporting Housing Program (PLHA) development of affordable housing

Leverage, in the context of entitlement funding, means bringing other local, state, and federal financial resources to maximize the reach and impact of the City's HUD Programs. HUD, like many other federal agencies, encourages the recipients of federal monies to demonstrate that efforts are being made to leverage additional funds in order to achieve higher results strategically. Leverage is also a way to increase project efficiencies and benefit from economies of scale that often come with combining sources of funding for similar or expanded scopes. Funds will be leveraged if financial commitments toward the costs of a project from a source other than the originating HUD program are documented.

As previously discussed, in addition to its annual CDBG entitlement, the City anticipates HOME Investment Partnerships Program (HOME) funds will be available to meet the goals of the Consolidated Plan. HOME funding is intended to be used for various housing-related programs and activities. HOME funds are generally used to address the housing needs of jurisdictions through the preservation or creation of affordable housing. New construction, housing rehabilitation, assistance to homebuyers, and tenant based rental assistance are all eligible uses of HOME funds. The City's HOME dollars come from program income or State grants. For FY 21/22 the city will have available $500,000 in HOME funds from a recently awarded grant. These funds will be used to meet affordable housing needs. HOME PI is a result of payments received by the City for First Time Homebuyer Loans made in the past with State HOME grants. The First Time Homebuyer Loan Program will not be allocated New CDBG Entitlement funds.

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AP-20 Annual Goals and Objectives

Goals Summary Information

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Provide decent affordable housing	2021	2022	Affordable Housing	CITY OF HANFORD	To preserve, rehabilitate, and enhance existing conservation and development of affordable housing	CDBG: $162,000 $11,000 AD $173,019	Homeowner Housing Rehabilitated: 11 Household Housing Units
Maintain and promote neighborhood preservation	2021	2022	Non-Housing Community Development	CITY OF HANFORD	Neighborhood/Facility Preservation	CDBG: $200,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 9185 Persons Assisted
Support special needs programs and services	2021	2022	Homeless Non-Homeless Special Needs	CITY OF HANFORD	Provide support services for the City's residents	CDBG: $87,311	Public service activities for Low/Moderate Income Housing Benefit: Households Assisted 34 Homelessness Prevention: 255 Persons Assisted

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Table 6 – Goals Summary
Goal Descriptions

1	**Goal Name**	Provide decent affordable housing
	Goal Description	The production, conservation, and development of affordable housing opportunities
2	**Goal Name**	Maintain and promote neighborhood preservation
	Goal Description	To preserve, rehabilitate, and enhance existing neighborhoods and infrastructure
3	**Goal Name**	Support special needs programs and services
	Goal Description	Provide support services for the City's residents

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Projects

AP-35 Projects – 91.220(d)
Introduction

The City plans to undertake the following CDBG funded activities during Fiscal Year 2021/22 to address its priority housing and community development needs. All proposed activities are eligible and meet program service targets. Additionally, the City of Hanford has not exceeded any of its maximum allocations for CDBG public services, CDBG administration. With a CDBG budget of $575,412, the City of Hanford allocated $87,311 for public services, representing just under 15% of the CDBG entitlement. This Annual Action Plan proposes to allocate the following to 2021/22 two year grant public service providers: Homeless Alliance ($10,000); Kings Community Action ($28,000); Kings County Health Service (Mobile Health Home) $39,000; and Utility Assistance ($10,311).

Consistent with the City's Citizen Participation Plan, the Annual Action Plan may contain a list of "back-up" projects to be activated during the given program year, due to one or more of the following circumstances:

- Additional funding becomes available during the program year from the close out of current projects that were completed under budget.
- More program income becomes available than originally estimated and budgeted in the Annual Action Plan;
- If, during the development of the Annual Action Plan, the City of Hanford has not definitively decided which public facility or infrastructure improvement project to fund, the City may opt to categorize each option as a "back-up" project until further project and budget planning is performed. Initiation and funding of one or more of the "back-up" projects would not constitute a substantial amendment as defined in the Citizen Participation Plan. Preferential consideration will be given to those projects that demonstrate the ability to spend CDBG funds in a timely manner, consistent with the City's goal to meet CDBG timeliness rules, as well as those projects that meet the needs of the community as defined in the Consolidated Plan.

Back-up Projects:

- Kings County Commission on Aging and Utility Assistance
- Housing Rehabilitation $100,000
- Economic Development - Small Business Assistance Grants
- Housing Interim Rental Assistance

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Projects

#	Project Name
1	Emergency Repair Housing Rehabilitation
2	Public Improvements /Police Activities League Youth Complex Building Improvements
3	Public Service/ Mobile Health Home – Kings County Health
4	Public Service / Kings Community Action Organization KCAO
5	Public Service /Kings Tulare Continuum of Care
6	Public Service/ Utility Assistance Program
7	Administration and Planning

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

All program activities funded with the City's CDBG funds will benefit low- to moderate-income persons. The priority to each category was based on the identified needs expressed during the consultation and citizen-participation process. In addition, priorities were determined by information gathered from the Census, a market study and existing community documents, which include the City of Hanford's 2016 Housing Element.

The primary obstacle to addressing underserved needs is the lack of funding. The City relies on CDBG Entitlement funds, program income, and any state funds it can apply for to carry out the programs identified in this Action Plan.

The above-named projects and their allocations were selected primarily because they were identified as a higher need in the City's Consolidated Plan.

The public-service allocation is limited; therefore, not all applicants could not be funded. While all seven applications proposed CDBG-eligible activities, the projects selected for funding are those that 1) ranked the higher need, per recent community outreach, 2) proposed to spend funding timely, and 3) knowledge of CDBG regulations.

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AP-38 Project Summary
Project Summary Information

1	**Project Name**	**Housing Rehabilitation – Emergency Repair**
	Target Area	To preserve, rehabilitate existing Housing Conservation and development of affordable housing
	Goals Supported	CDBG: $173,019
	Needs Addressed	
	Funding	12/30/2022
	Description	It is anticipated that 10 households will be assisted through the program.
	Target Date	City of Hanford Limits
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 10 very low-to moderate income households will benefit from this activity.
	Location Description	City of Hanford
	Planned Activities	The City of Hanford will continue to offer the Emergency Repair Program. Through this program, qualifying residents are offered financing emergency home repairs. The program offers up to $20,000 per household. Repairs include, but are not limited to, roof repair or replacement, water meter replacements, heating and/or air repair or replacement, painting of exterior p and accessibility modifications
2	**Project Name**	**Public Improvements - Youth Complex Site Improvements Police Activities League**

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	Target Area	CITY OF HANFORD
	Goals Supported	Maintain and promote neighborhood preservation
	Needs Addressed	Neighborhood/Facility Preservation
	Funding	**CDBG: $200,000**
	Description	Parking and ADA Site Improvements
	Target Date	12/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 8100 very low-to moderate persons will benefit from this activity.
	Location Description	968 N. 11th Avenue Corner of 11th Avenue and Rodgers Rd. CENSUS TRACT 000900
	Planned Activities	The proposed project will improve the parking, fencing and trash enclosure.
3	**Project Name**	**Kings County – Mobile Health Home**
	Target Area	City of Hanford
	Goals Supported	Support special needs programs and services
	Needs Addressed	Provide Support for the City's residents
	Funding	**CDBG: $39,000**
	Description	The CDBG funds will be used to make improvements the existing mobile health home unit and train staff. The mobile health clinic will provide medical, behavioral health and support services to locally identified target populations
	Target Date	6/30/2022

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	Estimate the number and type of families that will benefit from the proposed activities	An estimated 125 very low-to moderate persons will benefit from this activity.
	Location Description	City of Hanford
	Planned Activities	Provide medical, behavioral health and support services to homeless persons.
4	**Project Name**	**Public Services - Kings Community Action Organization (KCAO)**
	Target Area	CITY OF HANFORD
	Goals Supported	Support special needs programs and services
	Needs Addressed	Provide support services for the City's residents
	Funding	**CDBG: $28,000**
	Description	KCAO will use funds to subsidize client's income so they are able to gain access to appropriate housing. By providing case management, we will be fostering independence, healthy well-being, including, mental and physical health.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	An estimated five low-to moderate persons will benefit.
	Location Description	City of Hanford

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	Planned Activities	Services include temporary housing to stabilize individuals, case management, three meals a day, hygiene support, mental health assessment and case management. KCAO plans to develop a Life Plan for getting each homeless off the street.
	Planned Activities	Services include temporary housing to stabilize individuals, case management, three meals a day, hygiene support, mental health assessment and case management. KCAO plans to develop a Life Plan for getting each homeless person off the street.
5	**Project Name**	**Public Services - Kings Tulare Continuum of Care**
	Target Area	CITY OF HANFORD
	Goals Supported	Support special needs programs and services
	Needs Addressed	Provide support services for the City's residents
	Funding	**CDBG: $10,000**
	Description	The Kings Tulare Continuum of Care (COC) is a non-profit organization that partners with several area agencies to address the homeless needs in Hanford. CDBG funds will be used to help fund a variety of activities, including, but not limited to, the Point in Time census.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 250 very low-to moderate persons will benefit from this activity.
	Location Description	City Wide

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	Planned Activities	The Kings Tulare Continuum of Care (COC) is a non-profit organization that partners with several area agencies to address the homeless needs in Hanford. CDBG funds will be used to help fund a variety of activities, including, but not limited to, the Annual Project Homeless Connect and the Point in Time census.
6	**Project Name**	**Public Service- Utility Assistance**
	Target Area	CITY OF HANFORD
	Goals Supported	Support special needs programs and services
	Needs Addressed	Provide support services for the City's residents
	Funding	**CDBG: $10,311**
	Description	CDBG funds will help residents with short-term city utility assistance for very low - and moderate-income households
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 34 very low-to moderate income persons will benefit from this activity.
	Location Description	City Wide
	Planned Activities	With water utility rate increases, support was expressed for a payment assistance program. The program is available for low-income seniors (or people with disabilities) residential utility customers in the City of Hanford.

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7	Project Name	Administration and Planning
	Target Area	CITY OF HANFORD
	Goals Supported	Provide decent affordable housing Maintain and promote neighborhood preservation Support special needs programs and services
	Needs Addressed	To preserve, rehabilitate, and enhance existing Neighborhood/Facility Preservation Provide support services for the City's residents Conservation and development of affordable housing, Economic and Employment Opportunity
	Funding	**CDBG: $115,082**
	Description	The City of Hanford will utilize up to 20% of the CDBG FY2021-22 budget to provide administration, oversight, and the hiring of a consultant assist staff with the development of the 2021-22 Action Plan of the City's CDBG Program.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	not applicable
	Location Description	Citywide
	Planned Activities	Program Administration

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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Geographic Distribution

Target Area	Percentage of Funds
CITY OF HANFORD	80

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City will use a place-based strategy during the planning period. The geographic distribution of funding is predicated somewhat on the nature of the activity to be funded. The City intends to support activities in the areas most directly affected by the needs of low-income residents and those with other special needs. The Annual Action Plan directs investment geographically to an area-benefit neighborhood. The area-benefit category is the most commonly used national objective for activities that benefit a residential neighborhood. An area-benefit activity is one that benefits all residents in a particular area, where at least 51% of the residents are low- and moderate-income persons. Public infrastructure improvements are an area-benefit activity when they are located in a predominately low- or moderate-income neighborhood.

Discussion

The City will use a place-based strategy during the planning period. The geographic distribution of funding is predicated somewhat on the nature of the activity to be funded. It is the City's intent to fund activities in the areas most directly affected by the needs of low-income residents and those with other special needs. The Annual Action Plan directs investment geographically to an area-benefit neighborhood. The area-benefit category is the most commonly used national objective for activities that benefit a residential neighborhood. An area-benefit activity is one that benefits all residents in a particular area, where at least 51% of the residents are low- and moderate-income persons. Public infrastructure improvements are an area-benefit activity when they are located in a predominately low- or moderate-income neighborhood.

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Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	10
Non-Homeless	0
Special-Needs	0
Total	10

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	
The Production of New Units	
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	10

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

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AP-60 Public Housing – 91.220(h)
Introduction

This section describes what actions the City will take in the given program year to carry out the public housing portion of the Strategic Plan. The section will identify the manner in which its plan will address the needs of public housing during the program year. If the public housing agency is designated as troubled by HUD, or otherwise is performing poorly, the City will describe the manner in which it will provide financial or other assistance to improve the operations of the public housing agency to remove such designation.

Actions planned during the next year to address the needs to public housing

The City of Hanford does not own public housing. The City works in close collaboration with Kings County Housing Authority to provide public housing within the City. Hanford will continue to work independently and closely with the HA and local nonprofits to provide assistance to low-income families. As population demographics continue to change, the City will continue to work with the county housing authority and local (and regional) nonprofits to develop public housing projects in Hanford and provide the following Section 8 assistance:

- *Housing Choice Voucher Program*. HCV is the County's Section 8 voucher program, which includes other programs and services available to HA participants, such as Moving to Work.
- *Moving to Work*. Moving to Work (MTW) is a demonstration program supported by HUD created to accomplish three (3) goals: 1) promote self-sufficiency among assisted families; 2) achieve program efficiency and reduce costs, and 3) increase housing choice for low-income households.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Kings County Housing Authority (KCHA) encourages resident involvement through various methods, particularly focusing on self-sufficiency and enhancing the quality of one's own life. KCHA connects residents and participants to services, activities, and other organizations that promote that vision. There are Neighborhood Network Centers (including public computer centers) and community partnerships for residents to utilize. On the Kings County Housing Authority website, residents can locate relevant services and service providers in dedicated "resident" and "resident services" sections. Additionally, Kings County Housing Authority provides newsletters and reports about

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the status of its programs and residents for current and future participants.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

KINGS COUNTY HOUSING AUTHORITY is not designated as "troubled".

Discussion

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AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

The City of Hanford (City) is closely involved with the Kings/Tulare Homeless Alliance (Alliance), which serves as the local Continuum of Care on Homelessness (CoC). When possible, the City's programs designed to serve homeless persons are coordinated with the Alliance.

There are several ongoing efforts that the City and Alliance are involved in as collaborative partners include:

- Monthly Alliance Membership Meetings
- Kings Task Force on Homelessness
- Emergency Shelter/Bridge Housing Project

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

This section describes the City's one-year goals and the specific action steps it will undertake in the program year to carry out the homeless strategy outlined in the SP-60 Homelessness Strategy. The City will partner with Kings Tulare Homeless Alliance (Continuum of Care) (COC) and Kings Community Action Organization (KCAO), to accomplish one-year goals objectives. It will also describe the jurisdiction's one-year goals and specify the activities it will undertake to serve the housing and supportive services needs of non-homeless populations who require supportive housing. The City will fund its Emergency Utility Assistance and Emergency Repair programs to assist non-homeless people who require supportive housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Hanford supports and collaborates with local service providers, through the Alliance, to assist homeless individuals and families.

The Alliance has implemented *Every Door Open*, a coordinated entry and assessment system, serving Kings/Tulare counties. This system assists individuals and families who are at risk of or who are experiencing homelessness within the region. Clients seeking assistance can access the system through any provider. Upon submittal and

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completion of the Kings/Tulare Housing Assistance application, staff/case managers complete a needs assessment to determine the appropriate level of services within 72 hours. By using the Needs Assessment tool, each applicant is evaluated on a variety of criteria, including rental history, criminal history, domestic violence, mental health challenges, disabling conditions, language barriers, educational attainment, employment status, and length of homelessness. Services are then assigned based on the client-level determination. The coordinated intake and assessment system are a best practice for prioritizing people who are homeless and most vulnerable, which includes people who are chronically homeless, families with children, veterans, and unaccompanied youth.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

All programs within the Homeless Alliance — emergency, transitional and permanent housing— include supportive services for their clients. Each program designs and implements supportive services, based on their target population and partnerships leveraged within the community. The overarching goal of the supportive services offered is to link individuals and/or families with mainstream benefits and income support, education, employment services, as well as health and life-skills services. These linkages are a critical component in assisting clients in self-sufficiency, reducing episodes of homelessness, and preventing recidivism. Programs that serve these vulnerable subpopulations include:

- Champions, Cornerstone, KCAO and Kings County Behavioral Health— PSH programs for chronically homeless individuals and families and/or families with children.
- Westcare— Rapid Re-housing and Homeless Prevention for veterans and their families through the SSVF program.
- Aspiranet— Transitional housing program for youth ages 18-24.
- The Salvation Army— Rapid Re-housing and Homeless Prevention services for homeless individuals and families.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as

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health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

One of the primary goals for the Homeless Alliance and City of Hanford is increasing access to housing for chronically homeless individuals and families, veterans, persons with disabilities, and youth. Obtaining permanent housing for these individuals and families will shorten the length of time spent in emergency shelters and/or transitional housing.

The City of Hanford will continue to facilitate new permanent-housing beds by partnering with the Alliance to provide leadership and technical assistance to agencies interested in the development of homeless housing units. This will be accomplished by partnering with existing, under-utilized programs, as well as new programs to promote set-aside units for these target populations.

The overarching goal of the supportive services offered is to link individuals and/or families with mainstream benefits and income support, education, employment services, as well as health and life-skills services. These linkages are a critical component to assisting clients in self-sufficiency, reducing episodes of homelessness,

Discussion

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AP-75 Barriers to affordable housing – 91.220(j)
Introduction:

The City's 2016 Housing Element includes an analysis of potential and actual governmental constraints on the maintenance, improvement, or development of housing for all income levels, including land-use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The provision of affordable housing and the support of existing and new affordable housing are critical to assuring that all households have access to quality housing. The City of Hanford is committed to removing or reducing barriers to affordable housing and has produced a diversity of housing types, and has adequate land to support the projected housing needs of lower-income households.

According to the City's 2016 Housing Element, market factors and government regulations can have a significant impact on the cost of new housing. Although market factors are largely beyond the influence of local governments, Kings County jurisdictions can continue to implement responsive programs to mitigate the impact of market conditions and governmental regulations. To ameliorate this issue, the City plans to do the following:

GOAL 3. Remove or mitigate, to the extent feasible and appropriate, potential governmental constraints to the production, maintenance, improvement, and affordability of housing.

Policy 3.1. Offer regulatory and/or financial incentives, as available and appropriate, to encourage the construction of quality housing.

Policy 3.2. Periodically review local ordinances and building regulations, to ensure that they do not unduly impede housing investment.

Policy 3.3. Utilize planned developments and other creative mechanisms, to facilitate the

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construction of more creative, well-designed, housing projects.

Policy 3.4. Ensure that developments are processed efficiently to minimize holding costs and comply with the Permit Streamlining Act.

Discussion:

Providing for affordable housing opportunities and maintaining Hanford's existing housing stock are high priorities in Hanford. The City's strategies to removing barriers to affordable housing include implementing a first-time homebuyer program to assist low- to moderate-income persons with financing, to ensure their housing costs are within the *2021 Action Plan.*

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AP-85 Other Actions – 91.220(k)
Introduction:

This section will describe the City's planned actions to carry out the following strategies outlined in the Consolidated Plan:

- Foster and maintain affordable housing;
- Evaluate and reduce lead-based paint hazards;
- Reduce the number of poverty-level families;
- Develop institutional structure; and
- Enhance coordination.

In addition, the City will identify obstacles to meeting underserved needs and propose actions to overcome those obstacles.

Actions planned to address obstacles to meeting underserved needs

The City's strategies to address obstacles to meeting underserved needs include, but are not limited to, providing information and/or education about the City's programs to the public through forums, workshops, and a continued partnership with nonprofit agencies that provide services to the underserved population; and to leverage their programs and/or projects with CDBG funding to the greatest extent possible.

Actions planned to foster and maintain affordable housing

Providing affordable housing opportunities and maintaining Hanford's existing housing stock are high priorities in Hanford. The City's strategies to foster and maintain affordable housing include:

- Implementing a first-time homebuyer program to assist low- to moderate-income persons with financing, to ensure their housing costs are within their affordability range.
- Implementing an owner-occupied rehabilitation program, to assist low-income homeowners to preserve their homes.
- Implement ongoing code enforcement services.
- Continuing to support applications to HCD for rental new construction projects that target low-to-moderate income families.

Actions planned to reduce lead-based paint hazards

The City's strategies to reduce the presence of lead-based paint include:

- Implementing the lead-based paint regulations of 24 CFR Part 92 in all federally

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assisted City housing programs.

- Enforcing federal laws through the permit process and code enforcement services, by requiring contractors to be certified (if they are doing work that disturbs paint surfaces).
- Providing *Renovate-Right* pamphlets to homeowners, homebuyers, and contractors.
- Offering housing-rehabilitation loans and/or grants to qualifying households to remove/remedy lead-based paint.
- Refer individuals possibly affected by lead-based paint to their doctors or the Kings County Health Department nurse.

Actions planned to reduce the number of poverty-level families

The City will continue its efforts to improve the quality of housing in Hanford, promote safe, decent accommodation for Hanford residents, and support public-services agencies targeting poverty-level families.

The City's strategies are as follows:

- Continue to partner with KCAO, Kings-Tulare Continuum of Care, and other agencies providing services to homeless and low-income persons that do not have access otherwise. Funding has been allocated in this Action Plan for homeless prevention services.
- Continue to promote new construction rental activities targeted to lower-income households.
- Continue to fund revitalization programs, such as housing-rehabilitation and emergency-repair programs, improving housing conditions for low- to moderate-income homeowners that could not afford to finance the repairs otherwise.
- The Community Development Department Housing staff will administer the CDBG funded Micro Enterprise Small Business Assistance Program, which includes CDBG CARES Act (CBDG-CV) funding to help for-profit and non-profit businesses in response to the impacts of COVID-19 and provide operational support to non-profits.

- The City will continue to work closely with and in support of the community service providers in meeting the special needs of its homeless and low- and moderate-income populations. Further, the City will continue to evaluate its

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

delivery system and those of the agencies it works with to see if improvements can be made.

- The City anticipates that at least six (6) households will qualify for the purchase of a home under the City's First Time Low-Income Homebuyer Program funded with HOME, or CalHome funds

Actions planned to develop institutional structure

The primary gap in the institutional structure and service delivery system is the lack of funding to meet all service needs of the special-needs and homeless population. The strategy to address these needs has been an aggressive push to acquire additional resources. The City will continue to actively pursue additional state and federal funding to close the gap that currently exists.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Hanford maintains a list of the area public- and private-housing, social-services agencies, and will include these agencies in the development of the Consolidated and Action Plans, notifying them of funding through the City's public-services NOFA.

Discussion:

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

Program Specific Requirements
AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two, or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

OMB Control No: 2506-0117 (exp. 09/30/2021)

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

Attachments

Citizen Participation Comments

Public comments received prior to the closing of the comment period on May 10, 2021, will be summarized in the final document.

OMB Control No: 2506-0117 (exp. 09/30/2021)

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

CDBG MAPS

OMB Control No: 2506-0117 (exp. 09/30/2021)

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

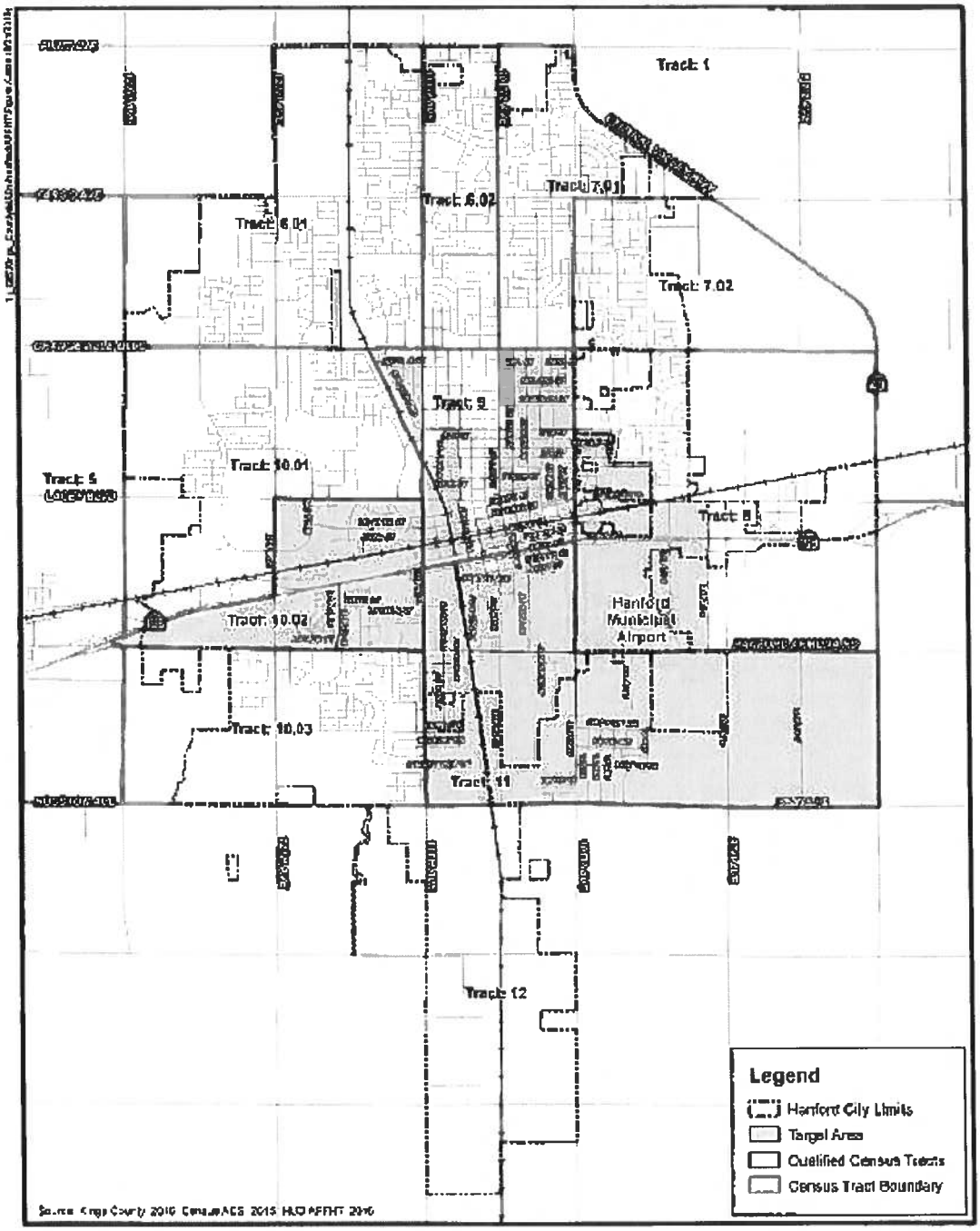


FIGURE X
City of Hanford

Michael Baker INTERNATIONAL

OMB Control No: 2506-0117 (exp. 09/30/2021)

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

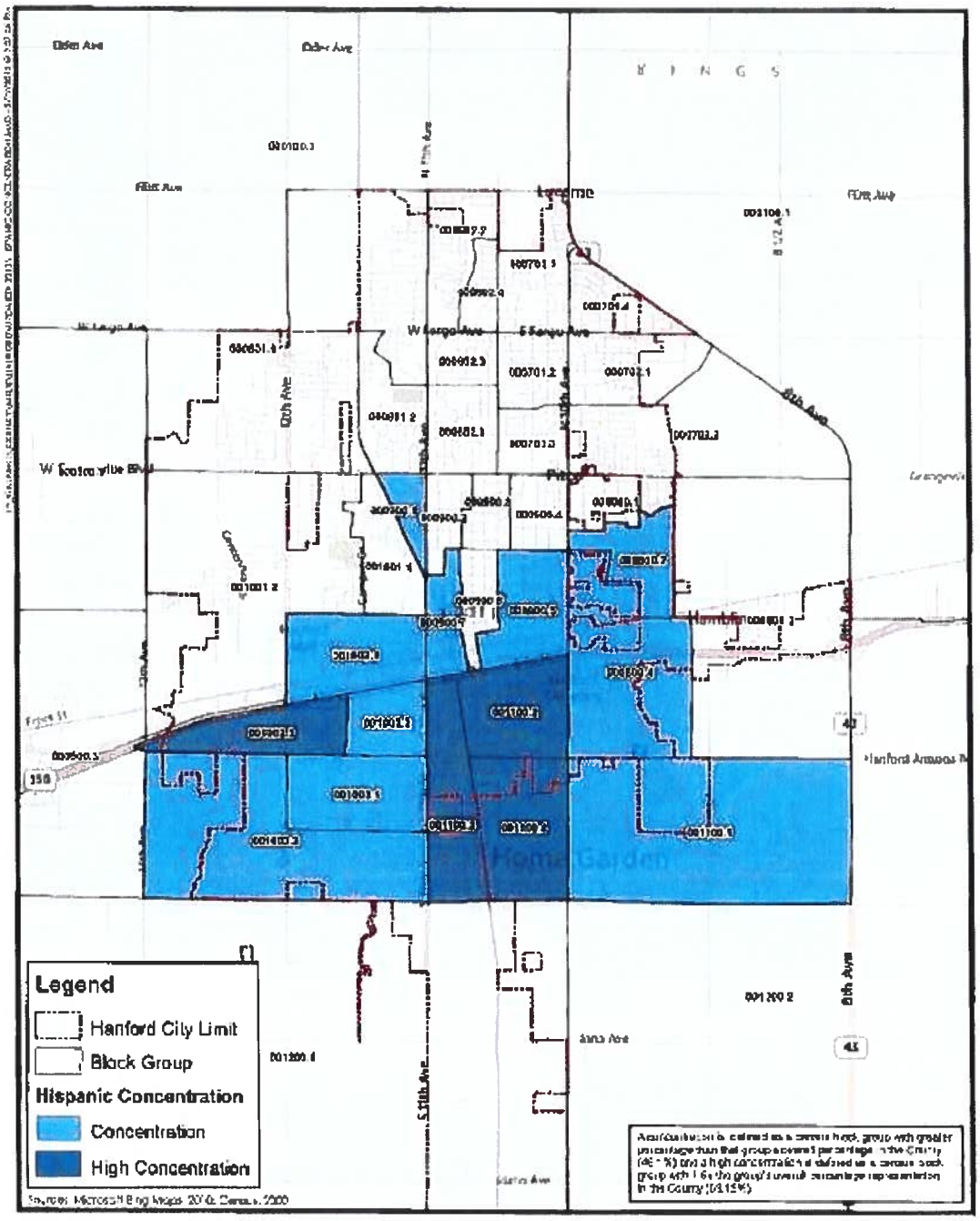


Figure 2
Hispanic Concentration

PMC

OMB Control No: 2506-0117 (exp. 09/30/2021)

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

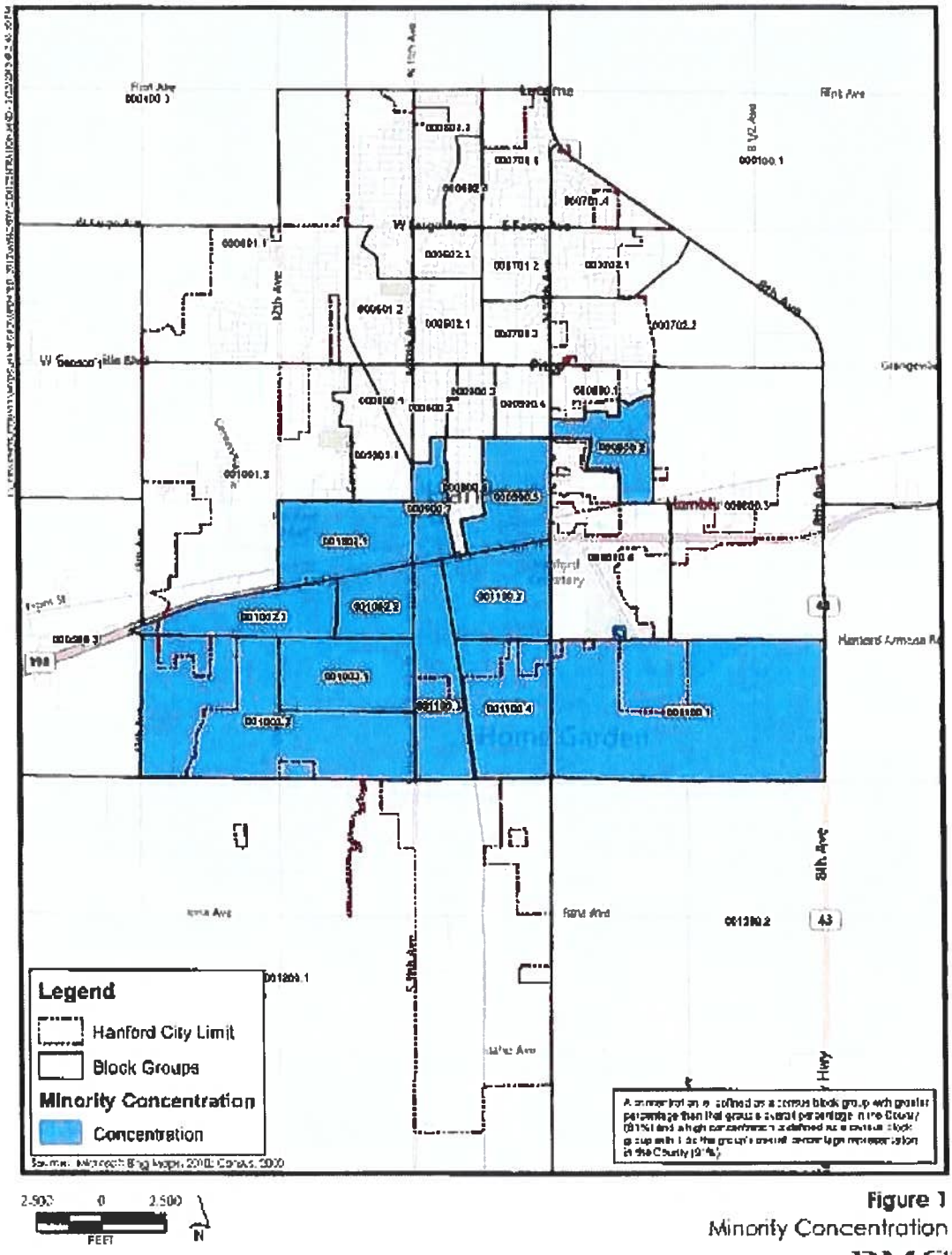


Figure 1
Minority Concentration
PMC

OMB Control No: 2506-0117 (exp. 09/30/2021)

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

Grantee SF-424's and Certification(s)

Attachment: ATTACHMENT #1 2021-2022 CDBG ACTION PLAN CC (CD: 2021-2022 Annual Action Plan Community Development Block Grant

AGENDA
STAFF REPORT

MEETING DATE: 5/4/2021	**AGENDA SECTION:** B

SUBJECT:
Public Works: Conduct a public hearing for the formation of Landscape Assessment District No. 21-01 at Centennial Drive and Fargo Avenue, and adopt Resolution 21-16-R establishing the formation of the district and confirming the levy and collection of annual assessments.

RECOMMENDATION:
That the City Council, by motion:

1) Conduct a public hearing for the formation of Landscape Assessment District No. 21-01 in accordance with the Landscape and Lighting Act of 1972.
2) Adopt Resolution 21-16-R establishing the formation of Landscape Assessment District No. 21-01 and confirming levy and collection of annual assessments.

BACKGROUND:
The developer of Tract No. 928, San Joaquin Valley Homes, 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 Centennial Drive, Fargo Avenue, Sangiovese Street, and Napa Drive located adjacent to Tract No. 928.

2. The public park located at the northwest corner of W. Sangiovese Street and N. Barbera Drive within Tract No. 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 landscape district and subdivision are being developed by San Joaquin Valley Homes.

FISCAL IMPACT:
Approval of the district will create a funding mechanism to maintain common area landscape and interior street lights located adjacent to and within the Tract No. 928. The City of Hanford will be responsible for coordinating maintenance for the district and administering the district's funding account.

ATTACHMENTS:
Ballot
Waiver of Hearing Notice
Tract 928 LAD 21-01 Engineer Report
Reso 21-16-R - TR. 928 LAD 21-01 - Establish Formation and Confirm Levy
Tract 928 - Location Map

CITY OF HANFORD
Department of Public Works
Focused On Our Community 24/7

900 South 10th Avenue • HANFORD, CA 93230-5234 • (559) 585-2550

BALLOT

OWNER: Presidio JJR Bella Vista II 150, LLC.

ADDRESS: 5607 Avenida de Los Robles
Visalia, CA 93291

APN(s): 009-030-115 (Tract 928), 009-030-005 (Tract 928), and
009-030-158 (Tract 928)

(X) As owner(s) of the above referenced parcels, I / we support annexation of said parcels to Assessment District No. 21-01, and the levy and collection of annual assessments.

( ) As owner(s) of the above referenced parcels, I / we oppose annexation of said parcels to Assessment District No. 21-01, and the levy and collection of annual assessments.

Presidio JJR Bella Vista II 150, LLC.

BY: _____ Date: 04/27/2021, 2021

Ballot Instructions: If you do not intend to be present at the public hearing set for 7:00 PM on May 4, 2021, your ballot must be received by the City Clerk at the address below prior to 5:00 PM on May 4, 2021. The ballot may be delivered or mailed, provided that it is received by the time stated. If you intend to appear at the public hearing, however, you may present your ballot to the City Clerk in person at the City Council meeting prior to close of the public hearing.

Natalie Corral
Clerk-City of Hanford
319 North Douty Street
Hanford, CA 93230
Tel. (559) 585-2515

WAIVER OF HEARING NOTICE

* * * * *

The undersigned is an authorized agent of San Joaquin Valley Homes (SJVH), the developer of County Tract 928 (Tract 928) and the sole owner of the land that comprises Tract 928.

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 928.

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 928.

Pursuant to Government Code Section 53753, the City is to mail a Notice of Hearing to all record owners of lots comprising Tract 928 least forty-five (45) days prior to the Hearing.

SJVH desires for the City to proceed with the formation of the District and levy of the Assessment. As a result, SJVH 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 SJVH at least forty-five (45) days prior to the Hearing.

SJVH 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. SJVH will receive a ballot, through which SJVH will have an opportunity to vote for or against the formation of the District and the levy of the Assessment. By executing this Waiver, SJVH is not obligated to vote in favor of the District's formation or levy of the Assessment.

3. SJVH 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. SJVH may provide testimony to the Council during the Hearing. Such testimony may be consistent with or contrary to the ballot that SJVH submits to the City.

Attachment: Waiver of Hearing Notice (PW: Tract No. 928, (Formation of Landscape Assessment District No.21-01))

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

SJVH HOMES

Dated: APRIL 27, 2021.

By: _____
JOSEPH A. LEAL
PRESIDENT

Attachment: Waiver of Hearing Notice (PW: Tract No. 928, (Formation of Landscape Assessment District No.21-01))

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.

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 _____

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.

EXHIBIT "B"

CITY OF HANFORD
ENGINEER'S REPORT

ASSESSMENT DISTRICT NO. 21-01
FISCAL YEAR 2021-2022

ESTIMATED 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			$ 51,867.50

LOTS 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, (Formation of Landscape Assessment District No.21-01))

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	$997.45	Lot 1 through 51, Tract 928, Unit I
52	$997.45	Tract 928, Remainder

Total Assessment: $ 51,867.50

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

ASSESSMENT NUMBERS	PROPERTY DESCRIPTIONS	OWNERS NAME AND ADDRESS
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, (Formation of Landscape Assessment District No.21-01))

RECORDING REQUESTED BY:

CITY OF HANFORD

WHEN RECORDED RETURN TO:

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

RESOLUTION NO. 21-16-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD ESTABLISHING THE FORMATION OF ASSESSMENT DISTRICT NO. 21-01, TRACT NO. 928 AND CONFIRMING LEVY AND COLLECTION OF ANNUAL ASSESSMENTS

At a regular meeting of the City Council of the City of Hanford, duly called and held on May 4, 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 Landscape Assessment District No. 21-01 pursuant to the Landscape and Lighting Act of 1972 ("District") for Tract No. 928;

WHEREAS, on March 16, 2021, the City Council of the City of Hanford adopted a resolution of intention to create the District, levy and assessment and to confirm the Engineer's Report, which is incorporated herein by reference, with regards to the District;

WHEREAS, at its regular meeting on March 16, 2021, the City Council for the City of Hanford did approve the Engineer's Report which: (1) gave a full and detailed description of the improvements and boundaries of the District and any zones therein; (2) identified the proposed assessments upon assessed lots and parcels of land within the

District; (3) established that each lot or parcel of real property which is within the District and which is subject to the levy of assessment is receiving a special benefit from the public improvements and maintenance thereof identified in the Engineer's Report above and beyond any general benefit to the general public; and (4) established that the special benefit is proportionate to the amount of the assessment. At said meeting, the City Council also adopted a resolution of intention scheduling a public hearing to be held on May 4, 2021, at the hour of 7:00 p.m. and also stating its intention at said public hearing to create the District and to levy the proposed assessment as set forth in the Engineer's Report for the District;

WHEREAS, the City Council for the City of Hanford provided written notice of the public hearing as required by Section 54954.6 of the California Government Code and Article XIIID, Section 4(e) of the California Constitution;

WHEREAS, a public hearing was held by the City Council for the City of Hanford on May 4, 2021, at 7:00 p.m. in the City of Hanford Council Chambers at the Civic Auditorium, 400 North Douty Street, Hanford, California at which time affected property owners were afforded an opportunity to give oral testimony and submit written ballots identifying the affected property owners' support or opposition to the creation of the District and the levy of the proposed assessment;

WHEREAS, the written ballots were received and tabulated at the public hearing. All affected property owners voted in support of the creation of the District and levy of the assessment identified in the Engineer's Report.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hanford hereby confirms the Assessment Diagram as originally identified and proposed in the Engineer's Report and does hereby create Landscape and Lighting Assessment

District 21-01 pursuant to the Landscape and Lighting Act of 1972 for Tract No. 928 in accordance with the provisions of the Landscape and Lighting Act of 1972;

RESOLVED FURTHER, that the City Council of the City of Hanford hereby confirms the Assessment Diagram and assessment contained in the Engineer's Report and levies the assessment for the fiscal year 2022-2023 as stated in the Engineer's Report in the amount of $ 51,867.50.

RESOLVED FURTHER, commencing with the calendar year 2022-2023, 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 calendar 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 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 May 4, 2021, by the following vote:

AYES: Council Member _____

_____

_____

_____

_____

NOES: Council Member _____

ABSTAIN: Council Member _____

ABSENT: Council Member _____

APPROVED: _____
Francisco Ramirez
MAYOR of City of Hanford

ATTEST: _____
Natalie Corral, City Clerk

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

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify that 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 4th day of May, 2021.

Dated:_____, 2021 _____
City Clerk

TITLE: LOCATION–MAP

APPROVED BY:

DRAWN BY: LV

DATE: 03/09/2021

JOB No.: TRACT–928

SHEET 1 OF 1

CITY OF HANFORD CALIFORNIA

AGENDA
STAFF REPORT

MEETING DATE: 5/4/2021	**AGENDA SECTION:** A

SUBJECT:
Parks and Community Services: Award of a contract to Advanced Exercise for the purchase of fitness equipment for the Longfield Center in the amount of $77,678.44 and approve the proposed fitness membership fee structure.

RECOMMENDATION:
That the City Council, by motion, award the contract to Advanced Exercise for the purchase of fitness equipment for the Longfield Center in the amount of $77,678.44 and approve the proposed fitness membership fee structure.

In June 2020, the Longfield Advisory Committee was formed to reimagine, reinvent and revive the Longfield Center. This Committee consisted of community members, Parks and Recreation Commissioners and City Councilmembers. A major theme of the committee is to honor and respect the Longfield Hall of Fame and the Center's storied past, while remaining relevant within the community. Due to COVID19 precautions, the center has been closed to the public since March 2020.

One of the needs identified by the Committee is the need to renovate the interior of the building. Capital Improvement Project (CIP) and Community Development Block Grant (CDBG) funding was secured. The renovation of the lobby, Longfield Hall of Fame display, office and conference room has been completed and has been well-received by the Committee members. Painting and flooring will be completed in the Fall of 2021.

The existing exercise equipment within the fitness room is in dire need of replacement. The antiquated equipment is very outdated, unattractive and unsafe. The Committee has agreed to switch the existing and larger game room with the old fitness room to allow the space needed to install new cardio and strength fitness equipment. The goal of the new Longfield Fitness Center is to provide the community with a safe, comfortable, and low-key environment leading toward improved physical, mental and social wellbeing.

Staff contacted several fitness equipment vendors to determine the best possible fitness equipment given the room size and available budget. The Life Fitness Axiom Series was chosen as the best fit for our needs. Life Fitness, owned by Brunswick Corporation, is the largest manufacturer of commercial exercise and training equipment in the world. Their equipment has proven to be durable, economical and well-suited to the daily demands placed on it. Three written bids were received and Advanced Exercise was the lowest bid at $77,678.44. Advanced Exercise was founded in 1986 and is the exclusive distributer of Life Fitness equipment in six states, including California.

The equipment includes nine selectorized strength machines designed to provide resistance to each of the major body parts. The cardio equipment consisting of three treadmills, two ARC Elliptical Trainers, one recumbent and one upright bikes. In addition, a modest amount of free-weight equipment includes fixed dumbbells (5-75 lbs.), fixed barbells (20-60 lbs.), one Smith Machine, and two adjustable benches. (see attached layout and renderings)

Upon reopening, the new proposed hours of operation for the fitness center are:

Monday-Friday 6:00 AM - 9:00 PM
Saturday & Sunday 9:00 AM - 5:00 PM

Staff is proposing the creation of an affordable membership fee, which will be used to offset staffing and maintenance expenses at a cost-recovery rate of approximately 42%, based on the number of anticipated memberships. The proposed membership fee structure is listed below:

Membership Packages

	Age	
Membership Type	**16-59**	**60+**
Annual Pass	$100	$75
Quarterly Pass (3 months)	$30	$25
Monthly Pass	$12	$10
Day Pass	$5	$3

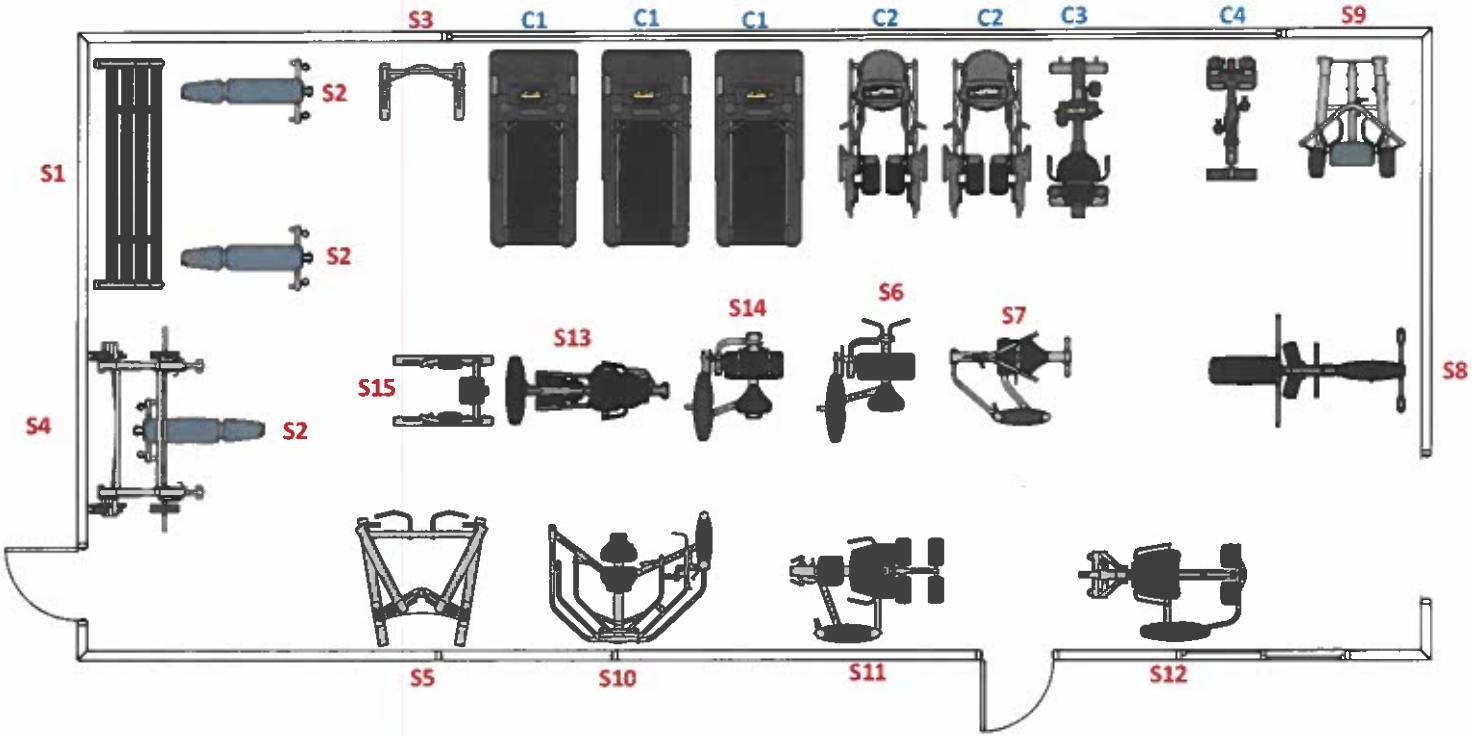
There is no initiation membership fee. Financial assistance is available to those who qualify.

The benefits of the renovated fitness room at the Longfield Center are:

- The evolution of the Longfield Center from being a neighborhood facility to a community-wide facility.
- Increased participation in healthy lifestyle exercise
- Expanded hours of operation of the center
- Attract a wide-range of community members
- Increase revenue and cost-recovery rate of the Parks and Community Services Department

FISCAL IMPACT:
The financial impact of the purchase of the new fitness equipment for the Longfield Center is $77,678.44 and will be funded through the existing Parks and Community Services Department budget.

ATTACHMENTS:
Longfield fitness equipment layout and renderings



1 City of Hanford - Longfield Center

0 ft. 3 ft. 5 ft. 10 ft.

SCALE: 5/32" = 1' 0"

*Measurements are approximate. Dimensions to be verified in field. This drawing is not to be used for construction.

City of Hanford - Longfield Cen

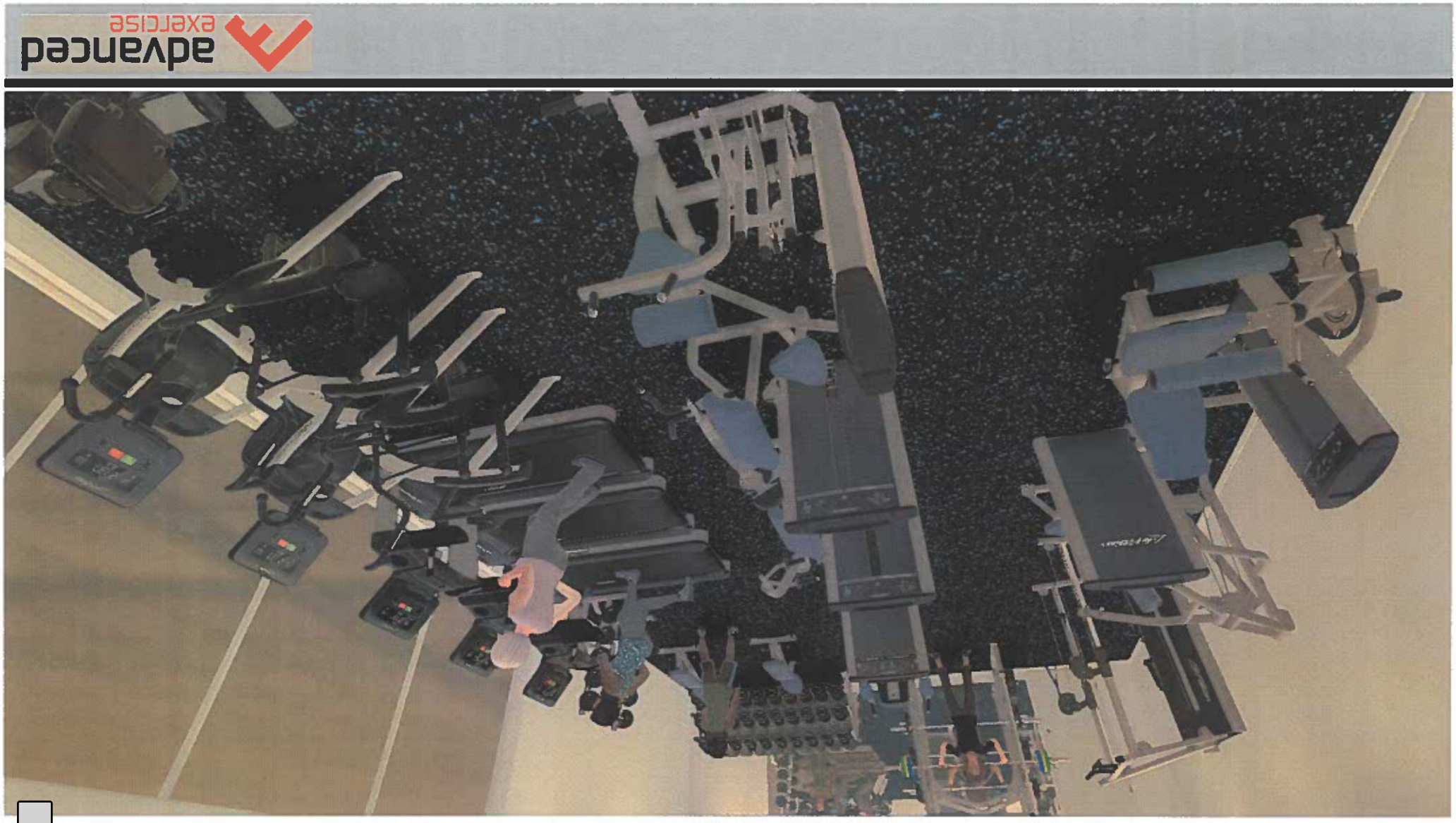
Hanford

Josh Mello
Fitness Design Consultant
JMello@advancedexercise.com
858.735.2745

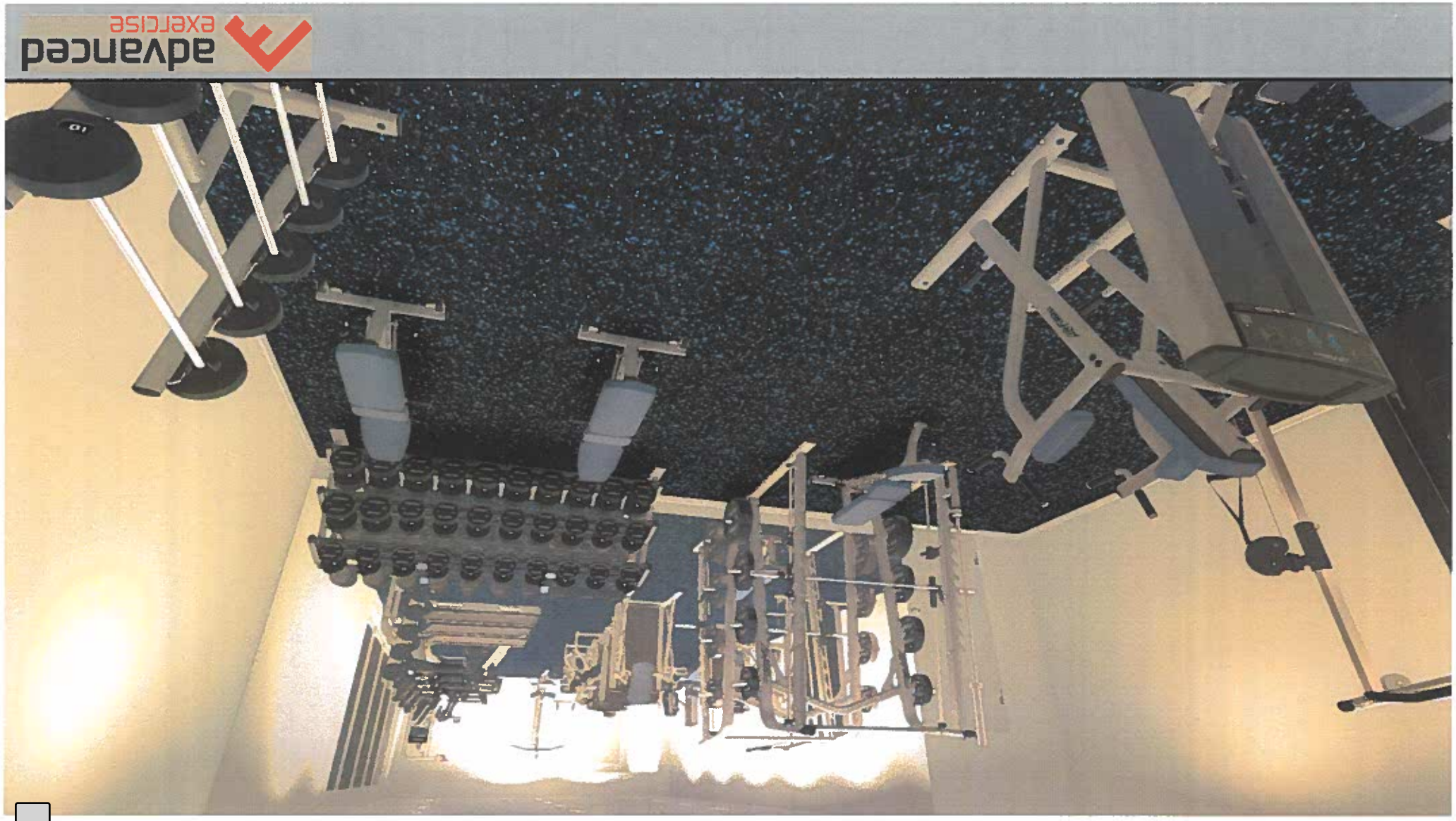
4.5.2021

V1.3

CARDIO EQUIPMENT	C1	Treadmill
	C2	ARC Trainer
	C3	Recumbent Bike
	C4	ICG Bike
	C5	
	C6	
	C7	
	C8	
	C9	
	C10	
	C11	
	C12	
	C13	
STRENGTH EQUIPMENT	S1	Dumbbells
	S2	Adjustable Bench
	S3	Barbell Rack
	S4	Smith Machine
	S5	DAP
	S6	Biceps Curl
	S7	Ab/Back Ext
	S8	Pull Down/Row
	S9	Assisted Dip/Chin
	S10	Multipress
	S11	Leg Ext/Curl
	S12	Leg Press
	S13	Hip Add/Ab
	S14	Triceps extension
	S15	Dip-Leg Raise
	S16	
	S17	
	S18	
	S19	
	S20	
	S21	
	S22	
	S23	
	S24	
	S25	
ACCESSORRIES	A1	
	A2	
	A3	
	A4	
	A5	
	A6	
	A7	
	A8	



Attachment: Longfield fitness equipment layout and renderings (Parks: Longfield Fitness Equipment Purchase)



Attachment: Longfield fitness equipment layout and renderings (Parks: Longfield Fitness Equipment Purchase)

AGENDA
STAFF REPORT

MEETING DATE: 5/4/2021	**AGENDA SECTION:** B

SUBJECT:
Parks and Community Services: Award of a contract to The National Fitness Campaign for the Fitness Court® to be located at Hidden Valley Park and appropriation of $157,995 from the Park Impact Fee Fund.

RECOMMENDATION:
That the City Council, by motion, award the contract for the purchase of one Fitness Court® for $157,995 and appropriate the funding from the Park Impact Fee Reserve Fund to fund the project.

BACKGROUND:
Growing rates of obesity and related diseases are killing millions every year. According to Kings Partnership for Prevention data, 39.6% of Kings County adults are obese and a staggering 81.1% classified as either overweight or obese. Obesity increase mortality rates by increasing risks of cancer, type 2 diabetes and stroke. There is growing evidence that the built environment can improve the health and wellbeing of the community by expanding the number of parks and park amenities to draw more people out of their cars, outdoors and into a healthier way of life. Adopting a healthy lifestyle is contagious; being around fit, healthy people, while visiting parks inspires, motivates and improves health and wellbeing while promoting positive social interactions and relationships.

The Fitness Court is a functional fitness circuit-training system featuring a series of full-body exercises that can be completed in just seven minutes. Each exercise takes 45 seconds, 15-secondinterlude between sets, and is shown to burn more calories per minute than most other forms of exercise (see attached rendering of the Fitness Court® with the City of Hanford logo graphic.) The Fitness Court is designed for adults of all ages and accommodates a variety of skill levels and abilities at each station, from beginning to expert. It is a powerful way to encourage physical activity and promote community wellness. Each Fitness Court is integrated with shock-resistant sports flooring and allows users a varying fitness levels to utilize the court at

the same time.

In mid-December 2020, staff completed a grant application to the National Fitness Campaign (NFC) in partnership with the California Parks and Recreation Society (CPRS) for a $25,000 grant to offset the cost of the Fitness Court. On January 11, 2021, staff received an email stating that the City of Hanford had been selected as one of the awardees in the 2021 NFC/CPRS Statewide Program in the amount of $25,000. In addition, staff has submitted a partnership grant application with Adventist Health in the amount of $25,000 to match the NFC/CPRS grant award. We are currently awaiting notification on that grant application.

Also, on January 11, 2021 the Fitness Court was presented and discussed with the Parks and Recreation Commission. Their response was generally favorable. Chair Kelly expressed concern regarding the proposed location adjacent to the pond at Hidden Valley Park and the potential hazards and cleanliness due to duck and geese droppings. Two other locations within Hidden Valley Park were identified as possible site locations. When choosing a site location, it is important the Fitness Court® is located on a relatively flat area, easily seen from the street, has available parking and access to park restrooms (see attached map of proposed locations). Staff believes either site #2 or #3 are good site choices and are located further from the pond.

Site selection is very important to support the success of the program. Working with staff, the National Fitness Campaign conducted a feasibility and analysis study that highlights key biometrics like pedestrian movement activity, population density, equity distribution and park system mapping. Three park locations were analyzed; Centennial Park, Hidden Valley Park and the proposed Heroes Park. Based on the analysis, Hidden Valley Park best fits the data-driven indicators (see attached site analysis)

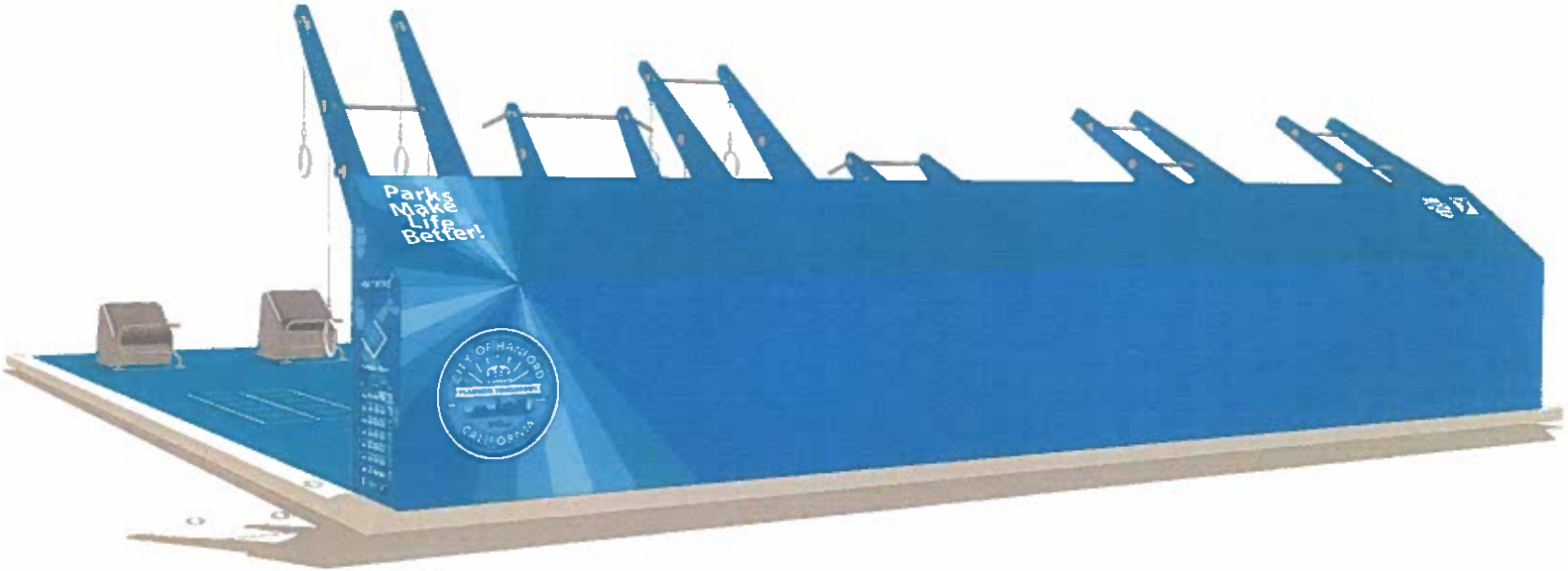
In addition to the Fitness Court, staff is recommending a shade structure that covers the entire court and will greatly reduce direct sunlight and heat to those utilizing the court. The Park Division will be completing the installation and assembly of the Fitness Court, saving $19,500 from the original price quote for installation.

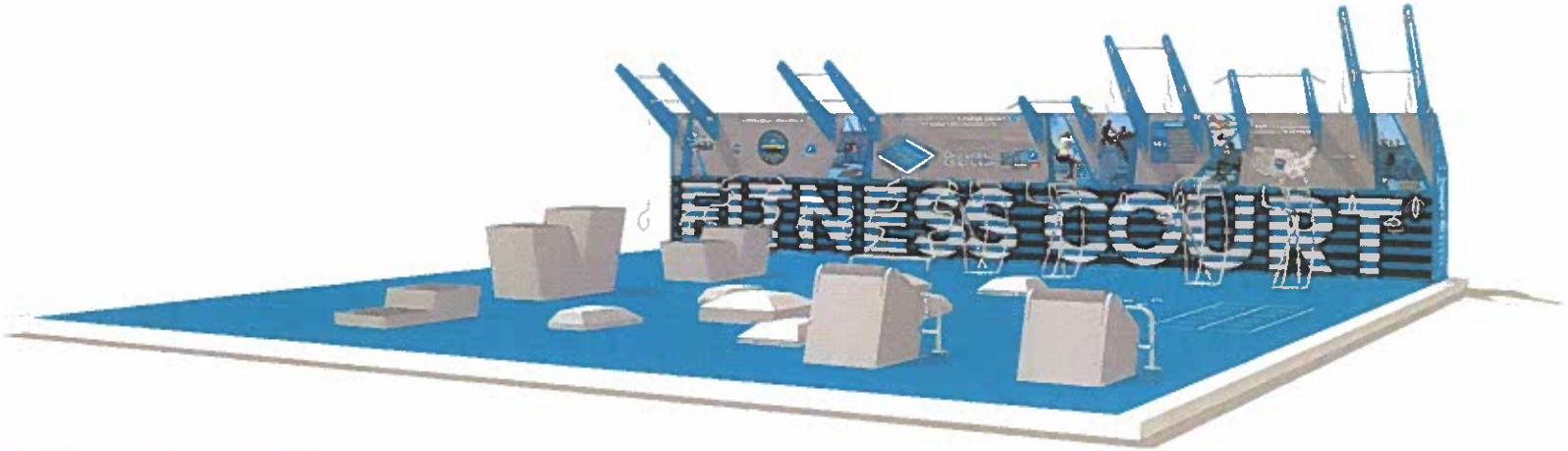
FISCAL IMPACT:
The purchase of the Fitness Court®, concrete slab and shade structure cost is $182,995. The NFC/CPRS grant award is for $25,000. This equates to a purchase price of $157,995, which will be allocated from the Park Impact Fee Reserve Account.
The purchase of the Fitness Court®, concrete slab and shade structure cost is $182,995. The NFC/CPRS grant award is for $25,000. This equates to a purchase price of $157,995, which will be allocated from the Park Impact Fee Reserve Account.

ATTACHMENTS:
Fitness Court Rendering
Fitness Court Site Analysis
Possible Fitness Court locations at Hidden Valley Park

Hanford Rendering

DESIGN TIER Standard Cyan





NATIONAL FITNESS CAMPAIGN

NATIONALFITNESSCAMPAIGN.COM
(415) 702-4919 | PARTNERSHIP@NFCHQ.COM

National Fitness Campaign

Hanford, CA

2021

cprs

HANFORD CALIFORNIA

Partnership Stage 2 : Evaluation

A Note from the NFC Team:

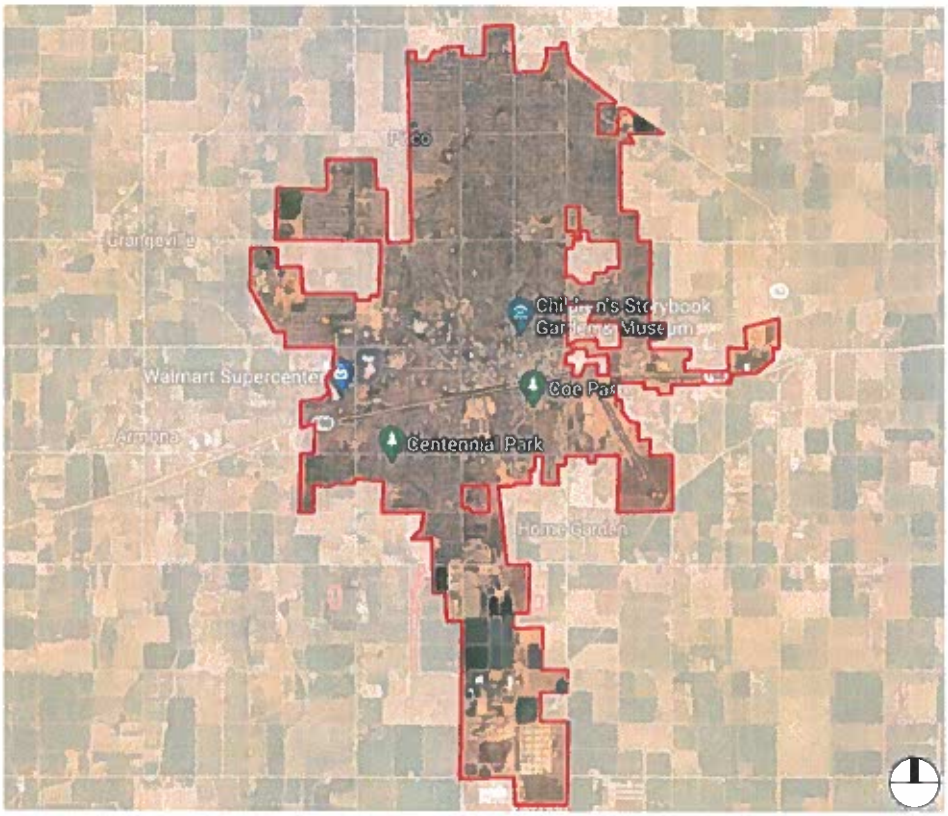
The following overview of pedestrian analysis for Hanford is presented as part of CPRS NFC state-wide campaign program services that provide support and guidance for building a healthy city network.

These data sets and resources have now been made available to select Partner Agencies who are now moving forward with state-wide campaigns and programs.

The following pages are an excerpt of our analysis, which we are pleased to present and share with you. We look forward to working with you to further develop the site map and partnership.

Please Note:
These materials are the property of NFC and are made available to qualified candidates who are being considered for funding and or participation in the NFC Model Cities and Healthy Infrastructure program

Any reproduction or sharing of these materials is strictly forbidden and use of these materials is for work done in conjunction with NFC and its partners and sponsors



QUALIFY YOUR SITE FOR FUNDING

SITE SELECTION

Hanford, CA

cprs

Iconic Sites

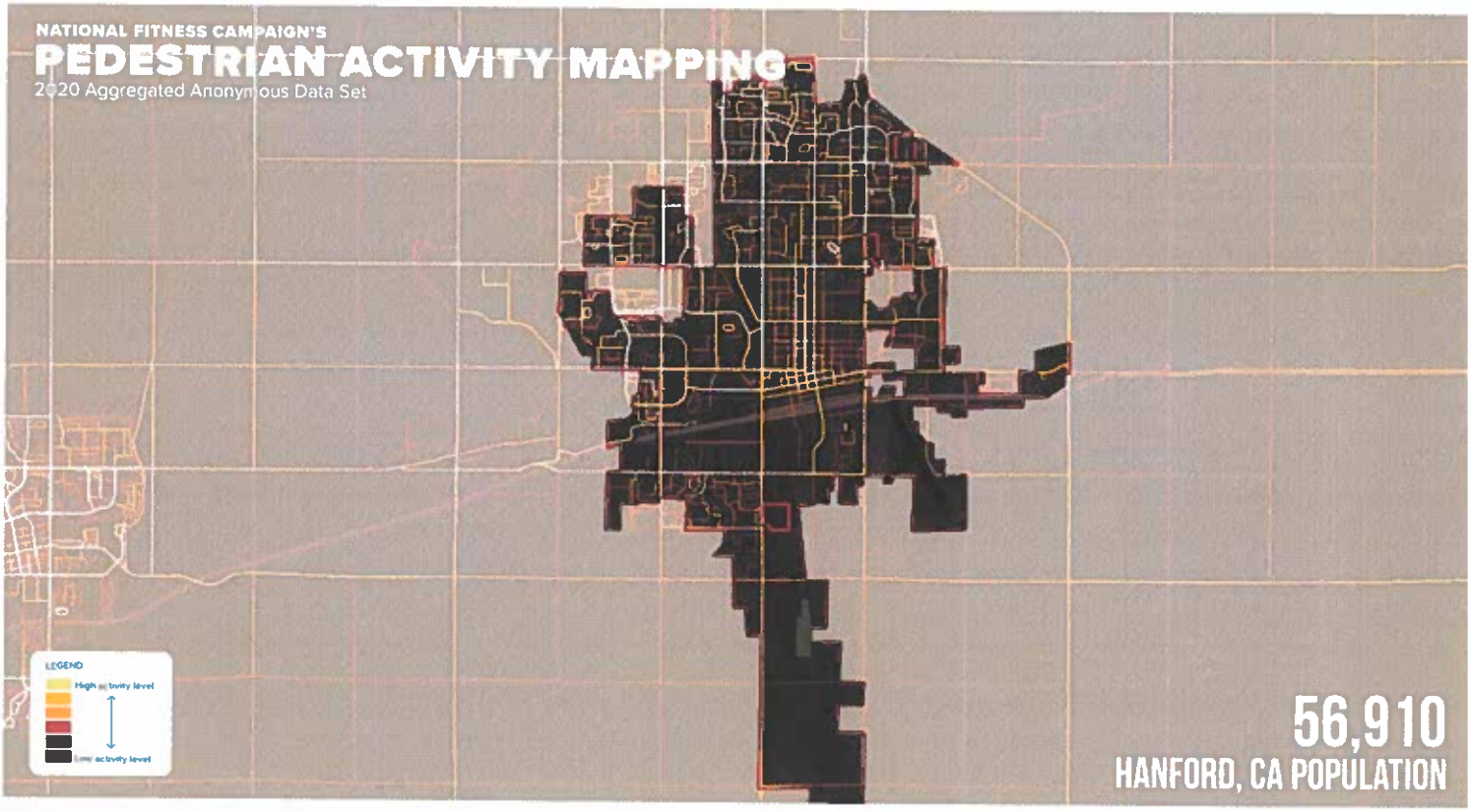
Visibility plays a key role in bringing power and excitement to the Fitness Court.

Accessibility

To support the campaigns' initiative of world class free fitness for all, the Fitness Court should be placed in a publicly accessible area.

Connectivity

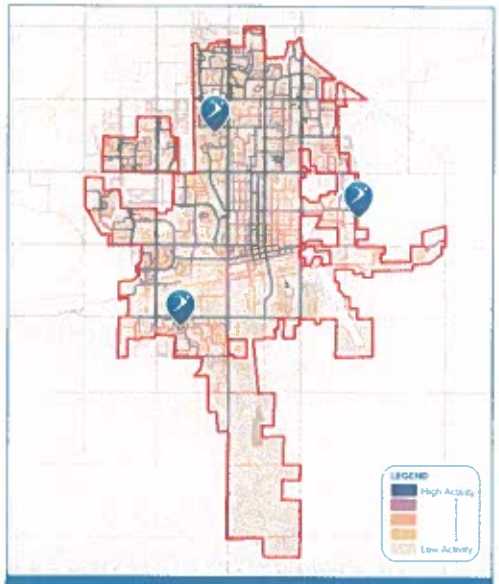
The Fitness Court is designed as a piece of healthy infrastructure that pairs with city parks, trails and pedestrian infrastructure.


NATIONAL FITNESS CAMPAIGN'S
PEDESTRIAN ACTIVITY MAPPING
2020 Aggregated Anonymous Data Set
LEGEND
High activity level
Low activity level
56,910
HANFORD, CA POPULATION

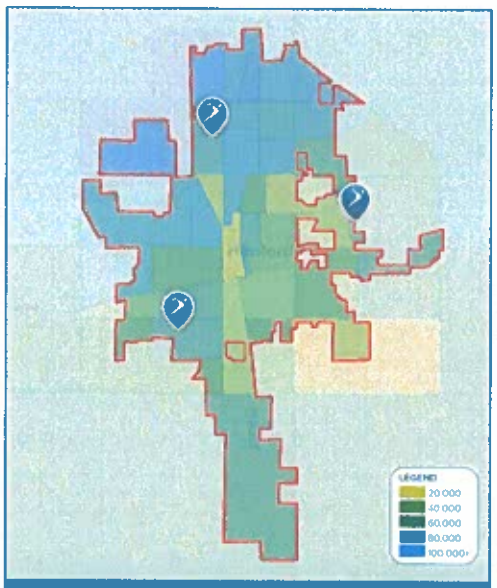
PHYSICAL & SOCIAL DATA

CITY WIDE INVENTORY

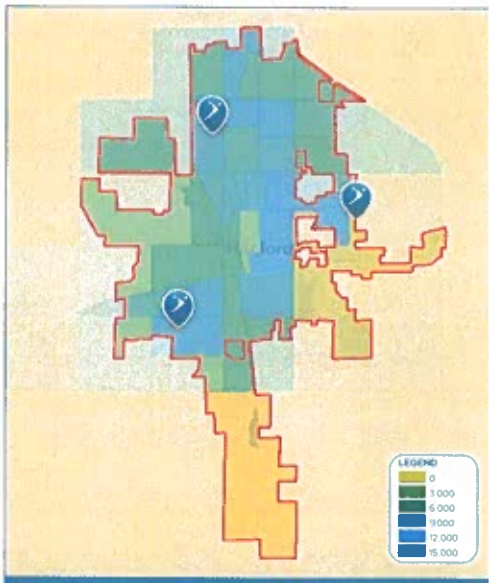
Hanford, CA



ACTIVITY
Walking & Biking



EQUITY MAP
Median Household Income

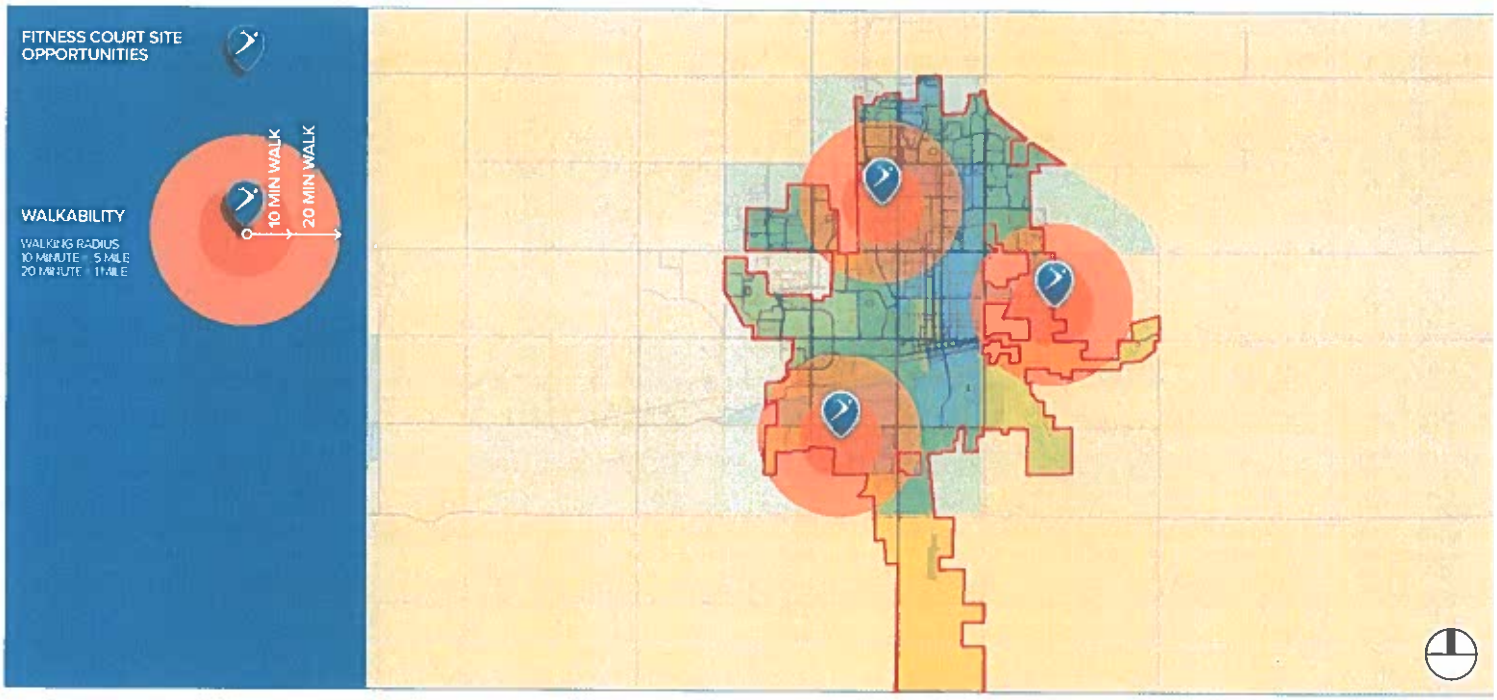


POPULATION DENSITY
People per sq. Mile

MOBILITY & OPEN SPACE

ACTIVITY ANALYSIS

Hanford, CA

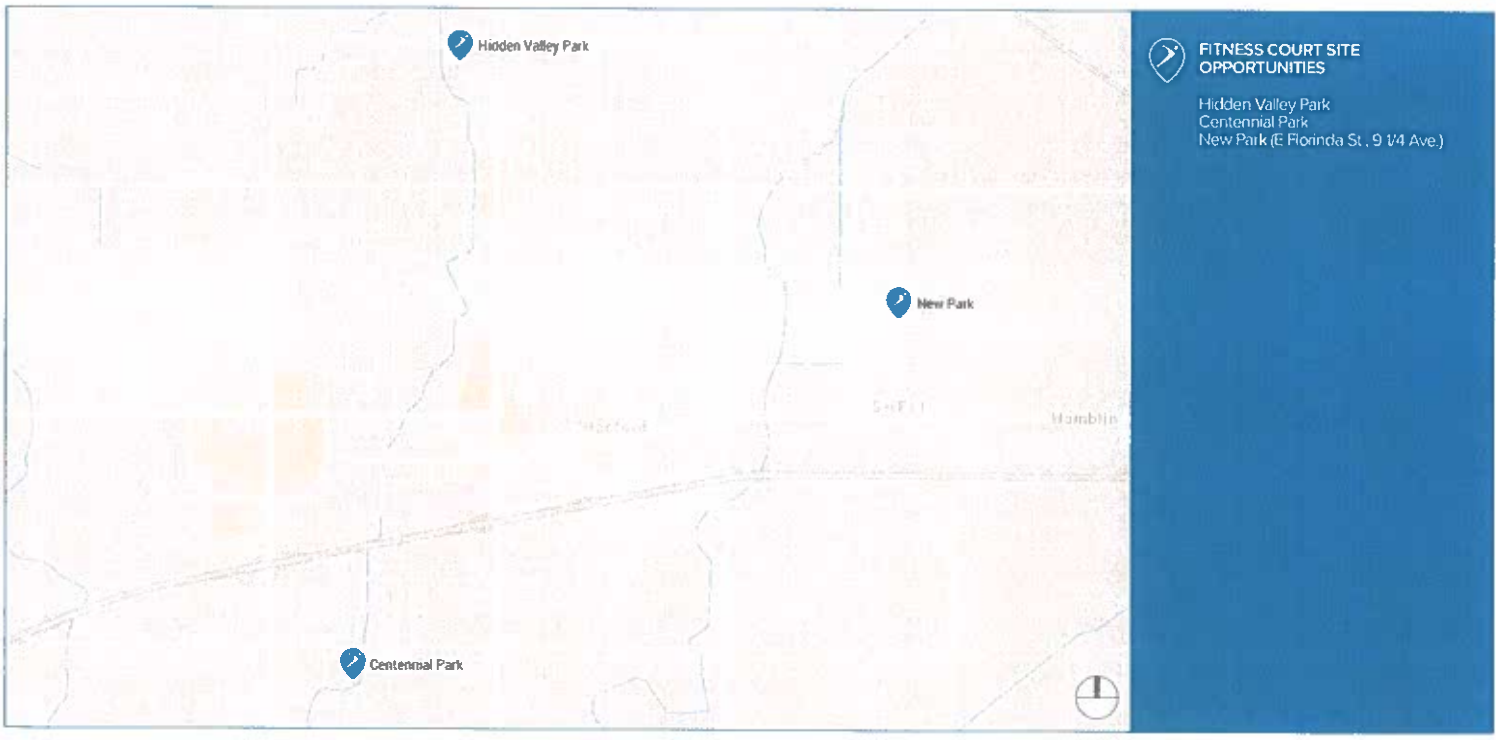


Attachment: Fitness Court Site Analysis (Parks: HVP Fitness Court)

RECOMMENDED SITE OPPORTUNITIES

FEASIBILITY ANALYSIS

Hanford, CA



FITNESS COURT SITE OPPORTUNITIES

Hidden Valley Park
Centennial Park
New Park (E Florinda St , 9 1/4 Ave.)

Attachment: Fitness Court Site Analysis (Parks: HVP Fitness Court)

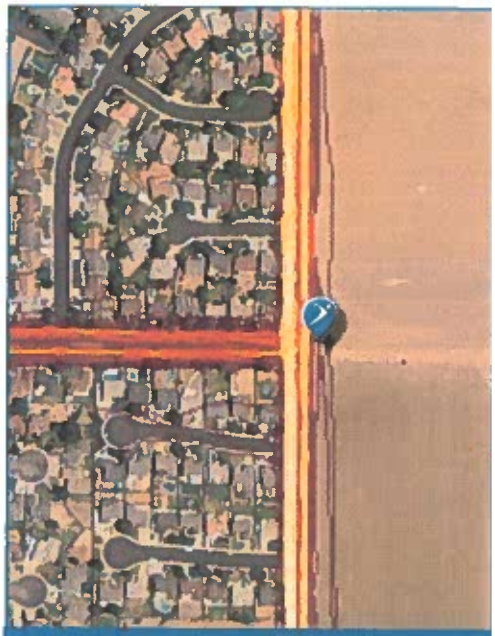
MOVEMENT & ACTIVITY IN THE CITY

DETAILED ACTIVITY ANALYSIS

Hanford, CA

HIDDEN VALLEY PARK

CENTENNIAL PARK

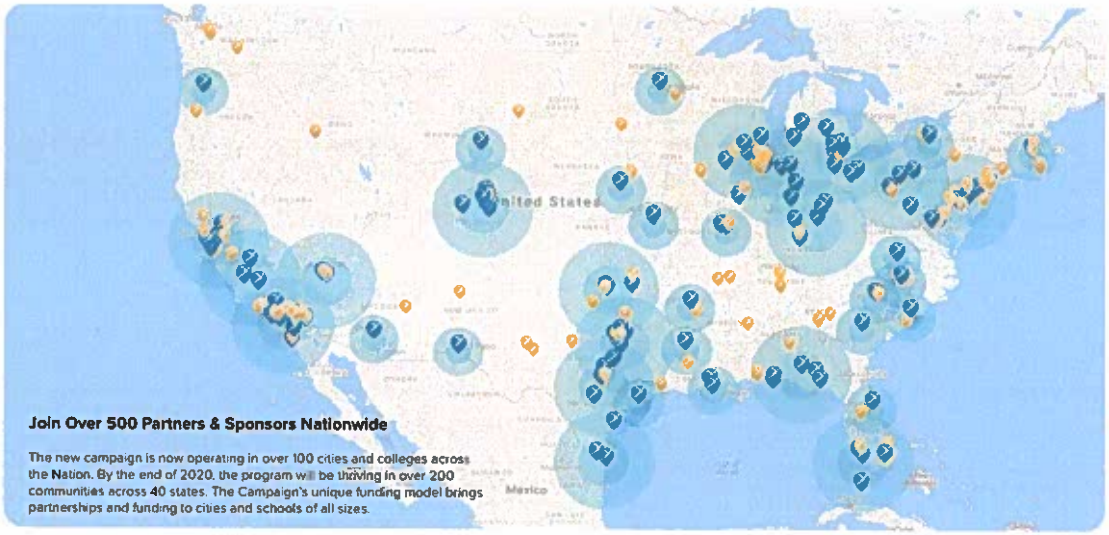


NEW PARK

NATIONAL FITNESS CAMPAIGN

CAMPAIGN NETWORK

Growing Network of Partners & Sponsors Nationwide



Join Over 500 Partners & Sponsors Nationwide

The new campaign is now operating in over 100 cities and colleges across the Nation. By the end of 2020, the program will be thriving in over 200 communities across 40 states. The Campaign's unique funding model brings partnerships and funding to cities and schools of all sizes.

500+

PARTNERS & SPONSORS NATIONWIDE

Attachment: Fitness Court Site Analysis (Parks: HVP Fitness Court)

STRATEGIC MILESTONES

PROGRAM TIMELINE & DATES

Hanford, CA

2021 PROGRAM

APPLICATION SUBMISSION: **DECEMBER 23, 2020**

PROGRAM LAUNCH: **PER AWARD PERIOD 2021**

NATIONAL FITNESS CAMPAIGN

PARTNERSHIP NEXT STEPS

Hanford, CA

NEXT STEPS

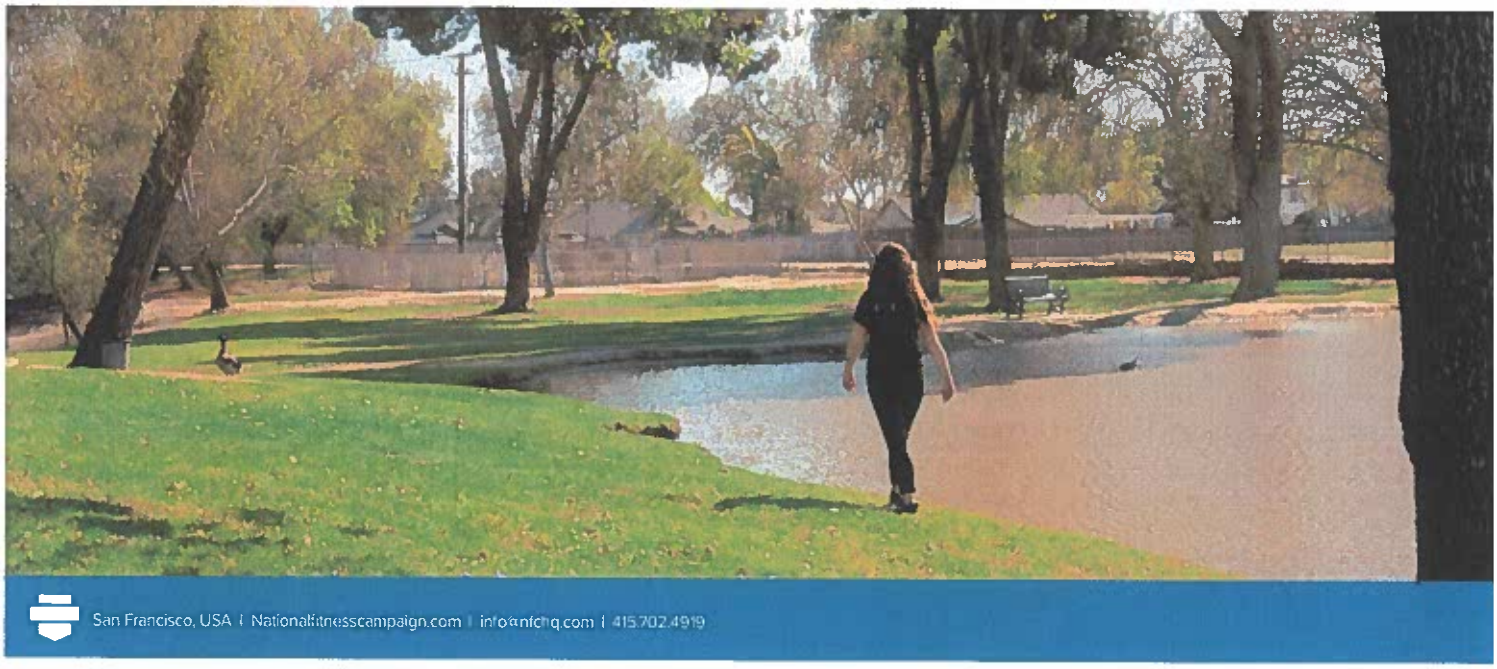
1 **Feasibility**
Share Video - Build Consensus

2 **Strategic Plan Presentation**
Qualification Stage

3 **Partnership Qualification Application**
NFC Releases Application if Appropriate

4 **Program Award Selections**
NFC Awards Partnership, Funding Development Begins

National Fitness Campaign
Hanford, CA
2021



San Francisco, USA | Nationalfitnesscampaign.com | info@nfchq.com | 415.702.4919

Possible Fitness Court® locations with Hidden Valley Park

AGENDA
STAFF REPORT

MEETING DATE: 5/4/2021	**AGENDA SECTION:** C

SUBJECT:
Review of the proposed Process for Appointing a Council member and, if approved, direct staff to commence an appointment process as determined by the City Council.

RECOMMENDATION:
Staff recommends that the City Council review the proposed Process for Appointing a Council member and, if approved, direct staff to commence an appointment process as determined by the City Council.

BACKGROUND:
Now that the City Council has decided to undergo an appointment process to fill the seat to be vacated by Mr. Draxler, staff is bringing back the details of the proposed formal process for Council to consider.

Applicants must be registered voters and reside within the geographical boundaries of District A, within the Hanford City limits. The City Clerk will verify voter registration status upon submission of the complete application. The successful applicant would serve from time of appointment until the results of the November 7, 2022 General Municipal Election are certified by the City Council.

<u>Recommended Appointment Process Schedule</u>

May 4, 2021	At a regular meeting, the City Council votes on the process for appointing a new council member, and directs staff on the following process.
May 5, 2021	The City Clerk posts a Notice of Vacancy and invites eligible residents to apply for the vacant council seat.
May 21, 2021	City Council applications are due to the City Clerk's Office by 5:00pm.

	Late applications will not be accepted.
	City Clerk notifies applicants as to whether their application is complete and whether they meet the minimum qualifications to hold office in District A in the City of Hanford. Applicants who submit incomplete applications, or who, when the application is submitted, do not meet the minimum qualifications to hold office in the City of Hanford will not be eligible to be considered by the City Council.
May 27, 2021	At a special meeting after public comment on the item, the City Council considers those applicants who have submitted complete applications and meet the minimum qualifications, and each council member may recommend one (1) applicant for a total of up to five (5) applicants to be interviewed by the City Council.
June 3, 2021	At a special meeting, the City Council interviews up to five (5) applicants and either makes the selection of a new City Council member or Calls for a Special Election.
June 15, 2021	The City Council adopts a resolution confirming the appointment of the new City Councilmember, and the City Clerk administers the Oath of Office or Council shall adopt a resolution calling for a special election.

Once the City Council has decided to appoint a new council member, the Council may choose any selection process at their disposal. Below, staff has recommended a fair and transparent process for consideration. The City Council may accept this process in its entirety, modify the process as it chooses or elect to choose a different process altogether.

Application:
Applicants must be registered voters of the City of Hanford, residing within the City limits. The City Clerk will verify voter registration status upon the submission of the complete application.

Applicants will be asked to submit a candidate statement with their application consisting of no more than 400 words for the City Council to review.

Applications will only be accepted online at http://:www.ci.hanford.ca.us.
Call for applications will be posted on all of the city's social media platform and website.

All submitted applications will be kept confidential until May 21, 2021 at 5:00 p.m. In accordance with the Public Records Act, applications and attachments submitted are considered public records and will be disclosed upon receipt of a public records request.

Recommended Applicants Selected for Interview Process:

The City Council will consider those applicants who submitted qualifying applications, and each

council member may recommend up to one qualified applicant for a total of up to 5 applicants to be interviewed by the City Council.

Recommended Interview Process
For the interview process, the applicants will then be called in alphabetical order, by last name, and given up to five minutes to introduce themselves, describe why they should be selected to fill the vacant seat, and provide the City Council with any additional information that they feel relevant. The City Council will ask the same questions of the applicants after each candidate has had an opportunity to make their presentation. Each interview will be no more than 45 minutes.

Recommended Scoring Process
The City Council will score candidates using a forced ranking method. Each council member will rank the candidates highest to lowest after each interview. After the final interview, each candidate will be assigned a score associated with their final ranking. Candidates scores will then be tabulated from each council member's ranking sheet. The Council may direct that the highest scoring applicant receives the appointment or continue further deliberations between the top two scores or any variation thereof.

STEPS FOLLOWING APPROVAL

The City Clerk shall immediately post a notice of vacancy and invite eligible residents to apply for the vacant council seat by the deadline of Friday, May 21, 2021 at 5:00 p.m. The City Council will hold two special meetings to make the selection and fill the vacancy.

or

Staff will come back to the City Council with a resolution calling for the special election.

FISCAL IMPACT:
There is no cost involved if the City Council decides to appoint a candidate to fill the vacant seat. If the City Council decides to call a special election, the estimated cost for a District A election is approximately $38,400 - $43,400.

ATTACHMENTS:

AGENDA
STAFF REPORT

MEETING DATE: 5/4/2021	**AGENDA SECTION:** A

SUBJECT:
Council Future Agenda Items

FISCAL IMPACT:

ATTACHMENTS:
Council Future Agenda Items

Council Future Agenda Items				
Originated Date	**Item**	**Originator**	**Staff Lead**	**Date Estimate**
4/7/20	Discussion of Pay for Parking Options in the Downtown Area	Council Consensus	John Doyel	6/1/2021
9/3/20	Proposed Rates & Fees adjustments	City Manager	Various Staff	6/1/2021
9/3/20	Revised Business License Ordinance	Finance	Various Staff	TBD
9/9/20	Revised Refuse Ordinance	Public Works	Jim Ross	6/15/2021
6/18/20	Discussion of Courthouse improvements and financing options	Council Consensus	Brad Albert	6/1/2021
3/3/2021	Development of Commission Handbook and Ordinance Updates	City Manager	Mario Cifuentez	5/18/2021
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