

The City of Hanford
CALIFORNIA



City Council Meeting Agenda

August 3, 2021
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

Council Members will meet in-person in the Council Chambers.
The meeting will also be lived streamed on the City's website:
<http://livestream.hanford.city/>

5:30 CALL TO ORDER STUDY SESSION :

PUBLIC COMMENT :

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

STUDY SESSION :

- A. Overview and Presentation on the Hanford's Winter Wonderland Event
- B. Discussion of addition uses within the C-R Regional Commercial zone

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

FLAG SALUTE:

STAFF COMMUNICATIONS:

- A. Staff Introduction: Parks and Facilities Manager, Levi Winebrenner

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. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to William Grego.
- C. Parks and Community Services: Request to approve out-of-state travel for Brad Albert, Parks and Community Services Director, to attend the National Parks and Recreation Association's (NRPA) annual conference in Nashville Tennessee on September 21-23, 2021.
- D. Public Works: Approval of the Suggested Routes to School Program for Frontier Elementary School, Pioneer Elementary School, and Pioneer Middle School for the 2020-2021 school year.
- E. Public Works: Approval of the Suggested Routes to School plans for Hanford Elementary School District and Saint Rose-Thomas McCarthy School for the upcoming 2021-2022 school year.
- F. Public Works: Authorization for a sole source purchase of eight (8) Autoscope Vision detection cameras from Econolite of Anaheim, CA in the amount of \$39,109.58
- G. Public Works: Authorization to purchase the Centracs Essentials system, wireless cellular modems for 11 traffic signals and initial system startup from Econolite of Anaheim, CA in the amount of \$29,700.00.
- H. Public Works: Approval for the purchase of commercial trash and recycle dumpsters from Wastequip of Taft, CA in an amount not to exceed \$170,000 for fiscal year 2021/22.
- I. Public Works: Authorization to purchase automated refuse containers from Toter Wastequip LLC., of Statesville, North Carolina in an amount not to exceed \$152,640 for fiscal year 2021/22.
- J. Public Works: Authorization to purchase replacement water meters from Zenner Performance Meters in an amount not to exceed \$150,000.00 and the purchase of replacement Automated Meter Reading equipment from Zenner Performance Meters in an amount not to exceed \$150,000.00.

- K. Public Works: Authorization to award the repair of one Falk gear box at the Wastewater Treatment Facility influent pump station to Motion Industries of Visalia, CA at a cost of \$42,777.31.
- L. Public Works: Approval of Final Map and Subdivision Agreement for Tract No. 865, Live Oak East Phase 1 Subdivision (Houston Avenue & Alpine Avenue).

PUBLIC HEARINGS:

- A. Community Development: Annexation No. 157: A request to annex approximately 153 acres into the City of Hanford from the Kings County jurisdiction. Prezone No. 2020-02: A request to prezone the annexation area as R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, in accordance with the General Plan designation for the area. Mitigated Negative Declaration No. 2021-01: An initial study was prepared and it was determined that the project will not result in significant impacts; therefore, Mitigated Negative Declaration 2021-01 has been prepared. The project is located at the northwest corner of 12th Avenue and Fargo Avenue (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047) and the southwest corner of 12th and Fargo Avenues (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047).
- B. Community Development: Municipal Code and Zone Text Amendment No. 2020-03: a request by the City of Hanford to: a) Amend Title 5 by adding Chapter 5.68 to Title 5 of the Hanford Municipal Code, to establish standards and regulations for Commercial Hemp Activity. b) Amend Title 17, Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code by adding Commercial Hemp Business (e.g., cultivation, manufacture, distribution, transportation, and lab testing) as a conditionally permitted use in the I-L Light Industrial and I-H Heavy Industrial zone district, and to add Hemp retailers (5% or more of a retailer's business or gross receipts is derived from CBD sales) as a permitted use in C-S Service Commercial, C-H Highway Commercial, MX-C Corridor Mixed Use, and MX-D Downtown Mixed Use, and as a conditionally permitted use in C-R Regional Commercial; and c) Amend Title 17 by adding Chapter 17.67, adding purpose and intent, definitions, and establishing the location of hemp retailers and commercial hemp businesses in the City of Hanford. Location: Citywide.
- C. Community Development: Adoption of Urgency Ordinance 21-04, creating a temporary moratorium on commercial hemp activities and sales for a period of 45 days. (4/5 Vote required).

GENERAL BUSINESS:

- A. Police: Adoption of Resolution No. 21-32-R, authorizing the Hanford Police Department to accept a Grant from Alcoholic Beverage Control (ABC) in the amount of \$59,078.00 to fund special details and operations related to enforcement and approve budget amendments in the same amount for the Police Operations (1513) fund to cover the new revenue and expenditures.
- B. Police: Authorization to award a contract to Cook's Communication of Fresno, CA, for an amount not to exceed \$699,105.00, for the complete replacement of the Hanford Police and Fire Radio Infrastructure system and appropriation of an additional \$14,885 from the General Fund to fully fund the project.

COUNCIL FUTURE AGENDA ITEMS:

Council Future Agenda Items

August 7: Food Truck Takeover Civic Park 5:30 p.m. – 9:30 p.m.

August 10: National Night Out Civic Park 5:30 p.m. – 8:00 p.m.

August 17: City Council Meeting

ADJOURNMENT:

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

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



AGENDA STAFF REPORT

MEETING DATE: 8/3/2021	AGENDA SECTION: A
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SUBJECT:

Overview and Presentation on the Hanford's Winter Wonderland Event

RECOMMENDATION:

That Council receive the presentation and provide any feedback on the Winter Wonderland Event.

BACKGROUND

The Parks and Community Services Department prides itself on the ability to plan, organize and deliver exceptional special events that creates community pride and improves quality of life for Hanford residents. These events include the annual Renaissance Fair, Father-Daughter and Mother-Son Dances and many more.

The Winter Wonderland holiday event will be the biggest special event yet. Beginning on November 20th and concluding on January 9th, the event will span nine weeks and three holidays. The central attraction is the rental of a 50' x 70' real ice rink that will be rented from Magic ICE USA and be placed in the middle of Civic Park (see attached rendering). Three hundred pairs of ice skates are included.

The City has partnered with Main Street Hanford and local vendors to create a holiday experience that will attract thousands of people regionally. There are several reasons why this event is important, which includes:

- Establish Hanford as a regional destination
- Create economic development by attracting people into Downtown into small businesses.
- The location of historic Civic Park is second to none.
- Generate community pride
- Is something different and new to the community

Operations:

The proposed hours of operation of open public skating is:

Monday-Friday	4-10pm
Saturday	12-10pm
Sunday	12-8pm

In addition to public skating, the ice rink is available during the weekdays for field trips for school groups. The ice rink is also available for private parties and ice-skating classes.

A beer and wine garden will be managed by Main Street Hanford and will operate on Thursdays, Fridays and Saturdays, with live music included. A holiday craft fair is scheduled for November 27th and December 11th in the Civic Auditorium. On Saturdays, pictures with Santa Claus will be available.

Two primary vendors will sell a variety of food and beverages. A negotiated revenue split with the vendors will ensure a mutual and equitable income source for both the vendors and the City.

Tickets will be sold at the event and digitally online and will include ice skates and unlimited time on the ice. The typical amount of time being 60-90 minutes.

The partnership with Main Street Hanford compliments this event. As the exclusive organization for the beer and wine garden, Main Street Hanford has agreed to secure sponsorships, fund the live music and pay for the marketing campaign. A written agreement with both parties will solidify this partnership.

Marketing:

The regional marketing of this event is critical to its success. The primary geographic market is Kings and Tulare Counties, with the secondary market being Fresno and Kern Counties. The target demographics are families and Millennials (ages 25-40).

To reach these targets, a multi-faceted marketing campaign has been designed that includes radio commercials, paid social media advertisements and print (see attached logo). Marketing will begin in early September and accelerate in October and will continuously run throughout the event time frame.

FISCAL IMPACT:

The budget for the Winter Wonderland event was adopted by Council as part of the overall FY 21/22 budget within the 17210000 account. In the budget the ice rink and staffing expenses equal \$206,300 and the projected revenue is \$145,563. This represents a cost recovery of 71%. Since the development of the budget, additional revenue sources have been identified that includes sponsorships and vendor revenue splits. This, coupled with strong economic impact

and the creation of Hanford as a regional destination, makes this endeavor beneficial for the City, locally owned businesses and the community as a whole.

ATTACHMENTS:

2021 Winter Wonderland Rendering
Winter Wonderland Poster





Winter Wonderland

ICE RINK IN DOWNTOWN HANFORD

THE FUN BEGINS NOVEMBER 20th
through January 9th
in Civic Park

Mon-Fri 4pm - 10pm

Saturday Noon - 10pm

Sunday Noon - 8 pm



**AGENDA
STAFF REPORT**

MEETING DATE: 8/3/2021	AGENDA SECTION: B
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SUBJECT:

Community Development: Addition of C-R Regional Commercial zone district land uses

See staff report, attached.

FISCAL IMPACT:

ATTACHMENTS:

Staff Report - Study Session C-R uses



CITY OF HANFORD CITY COUNCIL

MEETING DATE: August 3, 2021

Study Session Item: Addition of uses to the C-R Regional Commercial zone district.

BACKGROUND

In 2019, the City received Zone Text Amendment No. 2019-01, a request by 198-43 LLC to amend Title 17, Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code by adding sections, in order to permit the following uses in the C-R Regional Commercial zone district:

1. Line C5 to add “College or university, public or private,” as a conditional use.
2. Line C14 to add “Studio for martial arts, music, dance, yoga, exercise, gymnastics or similar,” as a conditional use.
3. Line E1 to add “Business support service,” as a permitted use.
4. Line E4 to add “Laboratory; general, medical or dental,” as a permitted use.
5. Line E6 to add “Office; medical, dental, or optometry” as a permitted use.
6. Line E7 to add “Office; professional or commercial” as a permitted use.
7. Line F9 to add “Government office, local, state or federal” as a conditional use.
8. Line G5 to add “Health or fitness facility, large” as a permitted use.
9. Line I18 to add “Furniture stores over 20,000 square feet as a conditional use.
10. Line I20 to add “Landscape nursery” as a permitted use.
11. Line J3 to add “Bank or credit union, secondary branch” as a permitted use.
12. Line J14 to add “Food catering,” as a conditional use.
13. Line J21 to add “Payday lenders or check cashing establishment” as a conditional use.
14. Line J32 to add “Tailoring or clothing alterations” as a permitted use.

Ordinance No. 19-07 approved the following additions to land uses in the C-R Regional Commercial zone district:

#	Land Use	Applicant Proposal	Staff Recommendation	2019 Council Passed?
C5	College or university, public or private	C	C	Yes - C
C14	Studio for martial arts, music, dance, yoga, exercise, gymnastics or similar	P	p	Yes- P
E1	Business support service	P	P	Yes - P
F9	Government office; local, state, or federal	C		Yes - C
G5	Health or fitness facility, large	P	C	Yes - C

The table below breaks down the applicant's full request, the items that were approved by Council, and the requested items that were not able to be supported by staff.

Green denotes the items that were approved by Council under Ordinance 19-07 and therefore do not need to go back before council.

Orange denotes the items that staff would be able to support, but were not approved in 2019.

Blue shows the items that were proposed, but are not supported by staff.

#	Land Use	Applicant Proposal	Staff Recommendation	2019 Council Passed?
C5	College or university, public or private	C	C	Yes - C
C14	Studio for martial arts, music, dance, yoga, exercise, gymnastics or similar	P	p	Yes- P
E1	Business support service	P	P	Yes - P
E4	Laboratory; general, medical or dental	P	C	No
E6	Office; medical, dental, or optometry	P		No
	Less than 2,000 square feet		P	No
	Between 2,000 to 6,000 square feet		C	No
	Over 6,000 square feet			No
E7	Office; professional or commercial	P		No
	Less than 2,000 square feet		P	No

	Between 2,000 to 6,000 square feet		C	No
	Over 6,000 square feet			No
F9	Government office; local, state, or federal	C		Yes - C
G5	Health or fitness facility, large	P	C	Yes - C
I18	Furniture store with over 20,000 sq. ft. of floor space devoted to the display and sale of furniture	C	P	No
I20	Landscape nursery	P		No
J3	Bank or credit union, secondary branch	P		No
J14	Food catering	C	P	No
J21	Payday lenders or check cashing establishment	C		No
J32	Tailoring or clothing alterations	P		No

RECOMMENDATION

Staff recommends the proposed amendments, based on the ability to support the amendments with General Plan Policy:

Laboratories (E4)	Recommend add as a conditional use
Medical Offices (E6)	Recommend add three size categories and allow small offices in the C-R zone.
Professional Offices (E7)	Recommend add three size categories and allow small offices in the C-R zone.
Furniture Stores (I18)	Change to allow furniture stores of any size in CR, MX-C, MX-D as permitted use
Food Catering (J14)	Recommend add as a permitted use
Landscape Nurseries (I20)	Deny the request
Banks and Credit Unions, second branch (J3)	Deny the request
Payday lenders J21)	Deny the request
Tailoring (J32)	Deny the request

PROJECT EVALUATION

Each requested use was evaluated individually in accordance with the requirements of Section 17.02.060, 17.08.050 and 17.86.030 of the Zoning Ordinance. An evaluation of the General Plan Policies, the Zoning Ordinance, and the currently allowed uses in the C-R zone was completed as described fully below.

Laboratory; General, Medical or Dental (E4)

The applicant has requested to amend the land use table in Section 17.08.030 Line E4 to add “Laboratory; general, medical or dental,” as a permitted use in the C-R Regional Commercial zone district.

In the C-R Regional Commercial zone districts, “Urgent care center(s) or other walk-in clinic(s) are permitted, with a conditional use permit.

Definitions:

“Laboratory; general, medical, or dental,” means a facility that conducts scientific or medical experiments, research, or teaching, typically within a completely enclosed building.

“Urgent care center or other walk-in clinic,” means a facility that provides medical treatment of injuries or illnesses that do not require treatment typically provided in an emergency, typically without an appointment. This use includes urgent care centers, free clinics, hospital based health clinics, and community health care clinics, but does not include ancillary retail clinics located within a retail store, food market, or pharmacy.”

The General Plan contains policies that support entertainment and services in the C-R zone. The following are excerpts from the General Plan pertaining to the purpose of the Regional Commercial land use designation.

3.5.2 Regional Commercial

Policy L47 Purpose of Regional Commercial Land Use Designation

Establish the Regional Commercial land use designation to provide a variety of commercial goods, entertainment, and services in large format shopping centers for both the Hanford community and the larger region outside of Hanford.

Staff Recommendation: Amend the land use table in Section 17.08.030 Line E4 to add “Laboratory; general, medical or dental,” as a conditional use in the C-R Regional Commercial zone district. The use is similar to an already allowed medical use within the zone district - Urgent care centers or other walk-in clinics - and will not conflict with the purpose of the Regional Commercial land use designation. Staff is supportive of the use with a conditional use permit. Requiring a conditional use permit for the use will allow discretionary review and approval of the use.

Offices: Medical and Professional

This section applies to the medical and professional office land uses - Lines E6 and E7

Currently, office uses, medical or professional are not permitted in the C-R Regional Commercial zone district. Since the same policies would apply to both medical and professional, the policies and analysis in the General Plan are described below. Each category will have its own recommendation following the analysis.

The General Plan specifies the intent of the Corridor Mixed Use, Downtown Mixed Use, Office, and Office-Residential land use designations to provide for offices. Therefore, staff recommends offices over 6,000 square feet, would be limited to the MX-C Corridor Mixed Use, MX-D Downtown Mixed Use, O Office, and O-R Office-Residential zone districts.

The following are specific General Plan policies:

3.5.2 Regional Commercial

Policy L47 Purpose of Regional Commercial Land Use Designation

Establish the Regional Commercial land use designation to provide a variety of commercial goods, entertainment, and services in large format shopping centers for both the Hanford community and the larger region outside of Hanford.

3.6 Mixed Land Use

The intent of the mixed-use land use designations is to provide for a mixture of stores, services, restaurants, offices, and homes (dwelling units) in close proximity, thereby allowing residents to work and shop close to home and reduce the length and frequency of trips between home, work, shopping, and services. This contributes to opportunities to increase the use of public transit, reduce auto dependency, provide a wider range of housing choices, and promote activity during more hours of the day. Both vertical and horizontal mixed-use developments are encouraged in the mixed use designations. The Hanford Zoning Ordinance provides the enforcement mechanism to implement the identified policies.

3.6.2 Corridor Mixed Use

Policy L65 Purpose of Corridor Mixed Use Land Use Designation

Establish the Corridor Mixed Use land use designation to promote a mix of commercial, office, and multi-family residential uses along transportation corridors at a scale compatible with adjacent residential neighborhood, with the intent of creating a pedestrian-friendly environment that encourages walking between uses.

Policy L66 Typical Uses in Corridor Mixed Use Land Use Designation

Define the uses allowed in the Corridor Mixed Use land use designation to include small- and medium- scale commercial providing primarily day-to-day goods and services, office, and multi-family dwellings along with horizontal and vertical mixed use developments that include these uses. Typical uses include duplexes, townhomes, apartments, markets, small retail shops, eating establishments, offices, service stations, medical and dental offices, convenience stores, dry cleaning and laundry services, beauty salons, and other similar uses. Both vertical and horizontal mixed-use developments are encouraged.

3.6.3 Downtown Mixed use

Policy L69 Purpose of Downtown Mixed Use Land Use Designation

Establish the Downtown Mixed Use land use designation as a unique pedestrian-oriented, multi-story, concentrated area of shopping, entertainment, eating establishments, high density housing, and offices primarily served by on-street or public parking concentrated in the historic center of Hanford to serve the entire community.

Policy L73 Offices in Downtown

Encourage local-serving offices to locate in the Downtown.

3.7.1 Office

Policy L74 Purpose of Office Land Use Designation

Establish the Office land use designation to support professional, non-retail businesses, along with medical and health care needs in a large campus-style setting as part of a resilient economic base.

Policy L75 Typical Uses in Office Land Use Designation

Define the uses allowed in the Office land use designation to include professional and medical businesses and institutions typically found in an office building or campus environment. Typical uses include professional offices, medical offices, hospitals, and medical clinics.

3.7.2 Office Residential

Surrounding much of the historical downtown are older homes, some of which are in the process of converting from conventional single family units to offices. Many of these structures are large and have stunning architectural features that add significantly to the atmosphere of the downtown.

Policy L79 Purpose of Office Residential Land Use Designation

Establish the Office Residential land use designation to preserve and enhance existing residential structures by allowing them to convert to offices, bed and breakfast inns, or a combination of office and residential units.

Staff reviewed the ordinances for Visalia, Tulare and Clovis. These cities allow offices in the regional or community level commercial, however, the City of Hanford General Plan, as stated above, does not contain provisions for offices in the C-R zone. Although large scale offices should not be permitted based on the General Plan, some limited small offices may be appropriate to support the regional uses. Staff proposes to amend the land use table to divide office land uses into size categories:

- Offices less than 2,000 square feet;
- Offices between 2,000 – 6,000 square feet; and
- Offices over 6,000 square feet

Medical office uses in the former DC – Downtown Commercial zone were permitted if they were under 6,000 square feet and a conditional use over 6,000 square feet. In June of 2015, the City Council changed the zoning code to allow all medical office regardless of size in the DC zone. This size limitation of 6,000 being considered small is continued in the proposed ordinance recommended by staff.

Staff Recommendation: *Staff recommends small offices, under 2,000 sq. ft. be permitted in the C-R zone district, in addition to all zone districts offices are currently permitted in. Staff also recommends offices between 2,000 sq. ft. and 6,000 sq. ft. be permitted with approval of a conditional use permit. Offices over 6,000 square feet cannot be supported by the policies in the General Plan.*

Office; Medical, Dental, or Optometry (E6)

The applicant has requested to amend the land use table in Section 17.08.030 Line E6 to add “Office; medical, dental, or optometry,” as a permitted use in the C-R Regional Commercial zone district. Other medical uses are currently allowed in the C-R zone, such as “Urgent care center or other walk in clinics”

Definitions:

“Office; medical, dental, or optometry” means an establishment that provides services, typically by appointment, dealing with human health including dental, chiropractic, medical, optometry, physical therapy, psychology, psychiatry, family counseling, or therapy. This use does not include Barbershop, hair salon, nail care, massage therapy, or day spa.

“Urgent care center or other walk-in clinic,” means a facility that provides medical treatment of injuries or illnesses that do not require treatment typically provided in an emergency, typically without an appointment. This use includes urgent care centers, free clinics, hospital based health clinics, and community health care clinics, but does not include ancillary retail clinics located within a retail store, food market, or pharmacy.”

Staff Recommendation: The use is similar to an already allowed medical use within the zone district - Urgent care centers or other walk-in clinics. Small offices could support a range of regional commercial uses and will not conflict with the purpose of the Regional Commercial land use designation. Allowing large scale offices in the C-R zone district would conflict with the General Plan policies. Amend the land use table in Section 17.08.030 E6, as follows:

Commercial, Office, and Industrial Use Table																
P = Use is Permitted by Right C = Use Requires Conditional Use Permit A = Use Requires Administrative Use Permit T = Use Requires Temporary Use Permit Blank = Use is Not Allowed																
		Commercial Zones				Mixed Use Zones			Industrial and Office Zones			Other Zones				
	Land Uses	C-N	C-R	C-S	C-H	MX-N	MX-C	MX-D	O-R	O	I-L	I-H	AP	PF	CO	Specific Land Use Standards (See identified Section)
E6	Office; medical, dental, or optometry	P		P		P	P	P	P	P						
	Under 2,000 sq. ft.	P	P	P		P	P	P	P	P						
	2,000 – 6,000 sq. ft.	P	C	P		P	P	P	P	P						
	Over 6,000 sq. ft.	P		P		P	P	P	P	P						

Office; Professional or Commercial (E7)

The applicant has requested to amend the land use table in Section 17.08.030 Line E7 to add “Office; Professional or Commercial” as a permitted use in the C-R Regional Commercial zone district. Other office uses are currently allowed in the C-R zone, such as “Call Centers”

In the C-R Regional Commercial zone districts, “Call centers,” are permitted with a conditional use permit.

Definitions:

“Offices, professional or commercial” means an establishment that provides administrative, clerical, technical, professional or similar business services and typically where products or goods are not provided. Examples include escrow and title, insurance, mortgage, real estate, accounting, architecture, graphic design, finance, consulting, engineering, legal, and similar services.

“Call center” means an office used primarily for receiving or transmitting a large volume of requests by telephone to administer product support or information inquiries from consumers or to conduct telemarketing, solicitation of charitable or political donations, debt collection, or market research.

Staff Recommendation: The use of a professional or commercial offices is similar to a call center, which is a type of professional office, requiring a conditional use permit in the C-R Regional Commercial zone district. Small professional offices could support a range of regional commercial uses and will not conflict with the purpose of the Regional Commercial land use designation. Allowing large scale offices in the C-R zone district would conflict with the General Plan policies. Amend the land use table in Section 17.08.030 E7 as follows:

Commercial, Office, and Industrial Use Table																
P = Use is Permitted by Right C = Use Requires Conditional Use Permit A = Use Requires Administrative Use Permit T = Use Requires Temporary Use Permit Blank = Use is Not Allowed																
		Commercial Zones				Mixed Use Zones			Industrial and Office Zones				Other Zones			
	Land Uses	C-N	C-R	C-S	C-H	MX-N	MX-C	MX-D	O-R	O	I-L	I-H	AP	PF	CO	Specific Land Use Standards (See identified Section)
E7	Office; professional or commercial	P		P		P	P	P	P	P						
	Under 2,000 sq. ft.	P	P	P		P	P	P	P	P						
	2,000 – 6,000 sq. ft.	P	C	P		P	P	P	P	P						
	Over 6,000 sq. ft.	P		P		P	P	P	P	P						

Furniture Store with over 20,000 Square Feet of Floor Space Devoted to the Display and Sale of Furniture (I18)

The applicant requests to amend the land use table in Section 17.08.030 Line I18 of the Hanford Municipal Code to allow “Furniture store(s) with over 20,000 sq. ft. of floor space devoted to the display and sale of furniture,” as a conditional use in the C-R zone district.

Definition: “Furniture store” means an establishment that provides large and small furniture for living spaces such as homes and offices. Items sold normally include beds, tables, chairs, sofas, desks, and shelves. Home appliances, outdoor/patio furniture, wall cabinets, garage storage units, and home furnishing accessories are items sold that are excluded from the definition of furniture store. (I16, I17, I18)

The General Plan contains policies that support the C-R zone as the major retail commercial designation, including large format stores and shopping centers as follows:

Commercial Land Use Designations Goals

- Goal L10 A wide range of commercial shopping opportunities that serve people’s needs for goods and services at the neighborhood, citywide, and regional level, as well as the needs of the traveling public.
- Goal L11 Commercial shopping opportunities that meet the anticipated need for population growth and economic development.
- Goal L12 Compatibility of commercial land uses with adjacent, surrounding land uses.
- Goal L13 Maintenance, enhancement and redevelopment of older commercial districts and shopping centers.

3.5.2 Regional Commercial

Policy L47 Purpose of Regional Commercial Land Use Designation

Establish the Regional Commercial land use designation to provide a variety of commercial goods, entertainment, and services in large format shopping centers for both the Hanford community and the larger region outside of Hanford.

Policy L48 Typical Uses in Regional Commercial Land Use Designation

Define the uses allowed in the Regional Commercial land use designation to include goods, entertainment, and services that benefit from the market synergy that occurs when the uses are located in close proximity to each other. Typical uses include retail sales in big box or large format buildings, shopping malls, eating establishments, and service stations. Prohibit uses that typically provide only day-to-day goods and services.

3.13.1 Corridor Areas

Policy L142 East Lacey Boulevard Regional Center

Provide for a regional center that has an appealing mix of tenants and are designed with site amenities to attract customers from both local neighborhoods and region-wide communities.

Currently, furniture stores are broken down into three different categories, as follows:

Commercial, Office, and Industrial Use Table																
P = Use is Permitted by Right C = Use Requires Conditional Use Permit A = Use Requires Administrative Use Permit T = Use Requires Temporary Use Permit Blank = Use is Not Allowed																
		Commercial Zones				Mixed Use Zones			Industrial and Office Zones				Other Zones			
	Land Uses	C-N	C-R	C-S	C-H	MX-N	MX-C	MX-D	O-R	O	I-L	I-H	AP	PF	CO	Specific Land Use Standards (See identified Section)
I16	Furniture store with less than 15,000 <u>sq.ft.</u> of floor space devoted to the display and sale of furniture		P				P	P								
I17	Furniture store with 15,000 to 20,000 <u>sq.ft.</u> of floor space devoted to the display and sale of furniture		C				C	P								
I18	Furniture store with over than 20,000 <u>sq.ft.</u> of floor space devoted to the display and sale of furniture							P								

The General Plan policies support large scale retail in the C-R zone, therefore furniture stores should be an allowed use, without size limitations. Staff recommends the size limitations for furniture stores be eliminated and furniture stores be added as permitted use in the following zone districts: C-R Regional Commercial, MX-C Corridor Mixed Use, and MX-D Downtown Mixed Use.

Commercial, Office, and Industrial Use Table																
P = Use is Permitted by Right C = Use Requires Conditional Use Permit A = Use Requires Administrative Use Permit T = Use Requires Temporary Use Permit Blank = Use is Not Allowed																
		Commercial Zones				Mixed Use Zones			Industrial and Office Zones				Other Zones			
	Land Uses	C-N	C-R	C-S	C-H	MX-N	MX-C	MX-D	O-R	O	I-L	I-H	AP	PF	CO	Specific Land Use Standards (See identified Section)
I16	Furniture store		P				P	P								
I16	Furniture store with less than 15,000 sq. ft. of floor space devoted to the display and sale of furniture		P				P	P								
I17	Furniture store with 15,000 to 20,000 sq. ft. of floor space devoted to the display and sale of furniture		C				C	P								
I18	Furniture store with over than 20,000 sq. ft. of floor space devoted to the display and sale of furniture							P								

The eliminations of the size restrictions will result in the requirement to renumber the Retail Use category from I19 through I20, as well as their corresponding definition numbers.

Landscape Nursery (I20)

The applicant has requested to amend the land use table in Section 17.08.030 Line I20 to add "Landscape nursery" as a permitted use in the C-R Regional Commercial zone district.

Currently, landscape nurseries are permitted in C-S Service Commercial and are permitted with a conditional use permit in the MX-C Corridor Mixed Use, I-L Light Industrial, I-H Heavy Industrial, and AP Airport Protection zone district.

A landscape nursery means a facility that grows, maintains, and provides trees, plants, and other nursery products for transplant in another location typically to both retailer and wholesale customers. (I20)

Often, landscape nurseries are located outdoors, which conflicts with the Section 17.18.150 General Provisions and Standards of the C-R Regional Commercial zone district, which states, "All businesses, services, and processes shall be conducted entirely within a completely enclosed permanently fixed structure."

Staff Recommendation: *The use conflicts with the Hanford Municipal Code Section 17.18.150 by providing an outdoor use, where all businesses services, and processes shall be conducted within a completely enclosed structure – therefore, staff does not support adding "landscape nursery," as a permitted use in the C-R Regional Commercial zone district.*

Bank or credit union, secondary branch (J3)

The applicant has requested to amend the land use table in Section 17.08.030 Line J3 to add "Bank or credit union, secondary branch," as a permitted use in the C-R Regional Commercial zone district.

Definition:

"Bank or credit union, secondary branch" means an institution providing retail banking services that is a secondary or satellite branch in the city and either does not provide loan officers on site or only provides merchant bank services. This classification includes only those institutions engaged in the on-site circulation of money, including credit unions, but excluding a payday lender or check-cashing establishment. For administration, headquarters, or other offices of banks and credit unions without retail banking services with on-site circulation of money see Office, professional or commercial. (J3)

3.5.2 Regional Commercial

Policy L47 Purpose of Regional Commercial Land Use Designation

Establish the Regional Commercial land use designation to provide a variety of commercial goods, entertainment, and services in large format shopping centers for both the Hanford community and the larger region outside of Hanford.

Policy L48 Typical Uses in Regional Commercial Land Use Designation

Define the uses allowed in the Regional Commercial land use designation to include goods, entertainment, and services that benefit from the market synergy that occurs when the uses are located in close proximity to each other. Typical uses include retail sales in big box or large format buildings, shopping malls, eating establishments, and service stations. Prohibit uses that typically provide only day-to-day goods and services.

Staff Recommendation: *Locating "Banks and credit unions, secondary branches" would be in conflict with the General Plan and would not be an appropriate use for the C-R Regional Commercial zone district. Staff recommends that no changes be made to Line J3 "Banks and credit unions, secondary branches."*

Food Catering (J14)

The applicant has requested to amend the land use table in Section 17.04.030 Line J14 to add “Food catering” as a permitted use in the C-R Regional Commercial zone district.

Definition: Food catering” means an establishment that prepares and delivers food and beverages for off-site consumption, typically at a special event, without provision for on-site pickup or consumption. (J14)

Staff Analysis: Restaurants (Full service, limited service with drive-thru pick up window, and limited service without drive-thru pickup windows) are permitted in the C-R Regional Commercial zone district. The use is similar to an already allowed use within the zone, allowing food catering to be permitted in the C-R Regional Commercial zone district would not conflict with the General Plan for the Regional Commercial land use designation:

3.5.2 Regional Commercial

Policy L47 Purpose of Regional Commercial Land Use Designation

Establish the Regional Commercial land use designation to provide a variety of commercial goods, entertainment, and services in large format shopping centers for both the Hanford community and the larger region outside of Hanford.

Policy L48 Typical Uses in Regional Commercial Land Use Designation

Define the uses allowed in the Regional Commercial land use designation to include goods, entertainment, and services that benefit from the market synergy that occurs when the uses are located in close proximity to each other. Typical uses include retail sales in big box or large format buildings, shopping malls, eating establishments, and service stations. Prohibit uses that typically provide only day-to-day goods and services.

Staff Recommendation: Amend the land use table in Section 17.04.030 J14 to allow “food catering” as a permitted use in the C-R Regional Commercial zone district.

Payday Lenders and Check-Cashing Establishment (J21)

The applicant requests to amend the land use table in Section 17.08.030 Line J21 to allow, "Payday lenders or check cashing establishment" as a conditional use in the C-R zone district.

Definition:

Payday lender or check cashing establishment" is an establishment that cashes checks, warrants, or money orders for a fee, and/or provides short term loans, usually at a high interest rate, that must be paid in full when the borrower receives their next pay check. This use does not include Bank or credit union. (J21)

The use of a "Payday lender or check cashing establishment," is a day-to-day service, which, according to the General Plan shall be prohibited in the Regional Commercial designation:

3.5.2 Regional Commercial

Policy L47 Purpose of Regional Commercial Land Use Designation

Establish the Regional Commercial land use designation to provide a variety of commercial goods, entertainment, and services in large format shopping centers for both the Hanford community and the larger region outside of Hanford.

Policy L48 Typical Uses in Regional Commercial Land Use Designation

Define the uses allowed in the Regional Commercial land use designation to include goods, entertainment, and services that benefit from the market synergy that occurs when the uses are located in close proximity to each other. Typical uses include retail sales in big box or large format buildings, shopping malls, eating establishments, and service stations. Prohibit uses that typically provide only day-to-day goods and services.

Staff Recommendation: *Allowing "Payday lenders and check cashing establishments" would be in conflict with the General Plan and would not be an appropriate use for the C-R zone district. Staff recommends no change to Line J21.*

Tailoring or Clothing Alterations (J32)

The applicant requests to amend the land use table in Section 17.08.030 J32 to allow, “Tailoring or clothing alterations,” as a permitted use in the C-R Regional Commercial zone district.

Definition:

- “Tailoring or clothing alterations” means an establishment that provides custom making or altering of clothing when not an ancillary use in a clothing store. (J32)

The use “Tailoring or clothing alterations” is a day-to-day service, which is according to the General Plan shall be prohibited in the Regional Commercial designation:

3.5.2 Regional Commercial

Policy L47 Purpose of Regional Commercial Land Use Designation

Establish the Regional Commercial land use designation to provide a variety of commercial goods, entertainment, and services in large format shopping centers for both the Hanford community and the larger region outside of Hanford.

Policy L48 Typical Uses in Regional Commercial Land Use Designation

Define the uses allowed in the Regional Commercial land use designation to include goods, entertainment, and services that benefit from the market synergy that occurs when the uses are located in close proximity to each other. Typical uses include retail sales in big box or large format buildings, shopping malls, eating establishments, and service stations. Prohibit uses that typically provide only day-to-day goods and services.

Staff Recommendation: *Allowing tailoring and clothing alteration would be in conflict with the General Plan and would not be an appropriate use for the C-R Regional Commercial zone district. Staff recommends no changes to the Line J32. “Tailoring or Clothing Alterations”*

ZONING ORDINANCE EXCERPTS

17.02.060 Relationship to the General Plan.

The zoning ordinance is the primary tool used to implement the goals and policies contained within the General Plan. All matters governed by this title shall substantially conform to the purposes, intent or provisions of the General Plan. Any recommendations for zone changes, if found to be not in conformance with the General Plan and its phrasing, shall not be permitted unless it is also found that the General Plan is in error or in need of change.

17.08.050 Addition of a use to land use tables.

Upon an application or on its own initiative and pursuant to Chapter 17.86, the City Council may add a use to the land use tables established in this chapter if the Council makes all of the following findings:

- A. That the addition of the use to the land use table will be in accordance with the purposes of this title and of the zone district or districts in which the use will be permitted;
- B. That the use has similar basic characteristics as the present uses allowed in the district;
- C. That the use will not generate a noticeably greater amount of odor, dirt, smoke, noise, vibration, illumination, glare, unsightliness or any other objectionable influence or hazard than the amount normally created by any of the other uses permitted in the district or districts in which the use will be permitted;
- D. That the establishment of the use in the zone district or districts in which it will be permitted will not be detrimental to the public health, safety or welfare.

17.86.030 Findings.

- A. Before a zone change or text amendment may be approved, all of the following findings shall be made by the reviewing authority identified in Chapter 17.70:
 - 1. The amendment is internally consistent with the goals, objectives, and policies of the General Plan and this title;
 - 2. The amendment would not be detrimental to the public health, safety, or welfare of the community;
 - 3. The amendment would maintain the appropriate balance of land uses within the City;
 - 4. The anticipated land uses on the subject site would be compatible with existing and future surrounding uses.

- B. A zone change or text amendment may be denied if the reviewing authority finds one (1) or more of the findings in this section cannot be made.



AGENDA STAFF REPORT

MEETING DATE: 8/3/2021	AGENDA SECTION: B
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SUBJECT:

City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to William Grego.

RECOMMENDATION:

That the City Council, by motion, approve the denial of the claim and authorize the City Clerk to send out notification of such to the claimant.

BACKGROUND:

A claim for damages against the City was received by the following claimant: William Grego.

After review by the Third Party Administrator, it was determined that the City has no liability for the claim under California Government Code 835. Accordingly, it is the City Manager's decision to act in accordance with the recommendation of the Administrator to deny the claim.

FISCAL IMPACT:

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 8/3/2021	AGENDA SECTION: C
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SUBJECT:

Parks and Community Services: Request to approve out-of-state travel for Brad Albert, Parks and Community Services Director, to attend the National Parks and Recreation Association's (NRPA) annual conference in Nashville Tennessee on September 21-23, 2021.

RECOMMENDATION:

That the City Council, by motion, approve out-of-state travel for Parks and Recreation Director, Brad Albert to attend the National Parks and Recreation Association (NRPA) national conference to be held in Nashville, Tennessee scheduled for September 21-23.

BACKGROUND:

Pursuant to the City's Administrative Regulations, out-of-state travel is only permitted by prior approval of the City Council. Parks and Community Services Director, Brad Albert, is requesting approval to travel to Nashville, Tennessee to attend the National Parks and Recreation Association's annual conference.

This national conference brings together park and recreation professionals, citizen advocates and industry suppliers for education sessions, networking opportunities and the industry's largest trade show featuring the latest products for our field.

This is a great opportunity to learn from top thought leaders in the field to not only grow professionally, but also bring back new ideas and best practices that will help us reduce costs, increase efficiencies and build value in various areas for our community. Outside of the sessions, there will be many opportunities for me to network and build relationships with other park and recreation professionals from all over the country who may serve as key contacts for both present and future projects.

After reviewing the conference website <<http://www.nrpa.org/conference>>, I have identified several education sessions that I believe would be very beneficial for me and the City. Here are just a few:

Sponsorship Success for Special Events

Unique and Continuous Funding for Parks and Recreation

Enforcement with Empathy: Park Maintenance and Homelessness During a Time of Turmoil

Pickleball Problems 2.0

Let the Word Go Forth: Marketing Strategies for the 21st Century and Beyond

I also have identified several exhibitors that have products or services that may benefit our agency. This conference will be a great opportunity to meet with them face-to-face, make a connection and see their products first-hand.

The early bird registration rate for NRPA members is \$595, and will increase on August 6.

Registration includes full conference benefits - including access to more than 60 education sessions, three keynote sessions, exhibit hall admission and networking opportunities.

Here is an overview of the cost for my attendance:

- Registration Fee: \$595
- Hotel: \$920
- Airfare: \$368
- Transportation: \$90
- Meals: \$210
- Total: \$2,183

Mr. Albert's attendance at this event is a wise investment for the City of Hanford. The knowledge gained and the connections made will be extremely valuable.

FISCAL IMPACT:

The estimated cost of the travel is \$2,183 and there is sufficient funding in the Parks and Community Services Department Budget to cover the costs.

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 8/3/2021	AGENDA SECTION: D
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SUBJECT:

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

RECOMMENDATION:

That the City Council, by motion, approve the Suggested Routes to School for Frontier Elementary School, Pioneer Elementary School, and Pioneer Middle School for the 2020-2021 school year.

BACKGROUND:

The Safe Routes to School Program (SRTS) part of a State program that provides grant funds for infrastructure improvements, enforcement, tools, safety education, and other incentives, and are provided to “encourage walking and bicycling to school”. These competitive grants are awarded annually to local agencies and schools who submit projects through the Active Transportation Program (ATP).

School districts currently spend millions annually to bus children for just one or two miles due to hazardous conditions and limited infrastructure. By improving walking and bicycling conditions near schools, these costs could reduce substantially by decreasing the need for school bus service for students who live close enough to walk or bike to and from school. The program additionally promotes reduced traffic congestion and air pollution by increasing the number of students walking and bicycling to school. Each year, in an effort to promote the SRTS, the City of Hanford partners with the school districts to provide the Suggested Routes to School maps and descriptions as educational material for distribution to students and families. The materials are additionally used by the City for identifying safety and improvement projects and for seeking ATP grant funding.

Pursuant to State of California regulations, Pioneer Elementary School District staff and City staff have discussed proposed changes to the Suggested Routes to School plan for Frontier Elementary, Pioneer Elementary and Pioneer Middle Schools for the upcoming 2021-22 school year. For the upcoming 2021-2022 school year, the boundaries and bus stop locations will remain much the same as the last annual update, with the exception of the Cortner Street at Madeline Drive bus stop being relocated to Muscat Place at Madeline Drive. Also, the current plan has the removal of the Devon Street and Centennial Drive stop. Students will continue to be transferred to Richmond School and Monroe School, and in efforts to balance student enrollments. Attached are the maps and written descriptions for each school that describes the element of each plan.

At the June 24, 2021 Parking and Traffic Commission meeting, the commission voted to recommend to the City Council that the Suggested Routes to School plans be approved for Pioneer Elementary School District for the upcoming 2021-2022 school year.

FISCAL IMPACT:

There is no fiscal impact from this project. City staff annually prepares and provides the plans to the school districts and the school districts copy and distribute the plans to parents and students.

ATTACHMENTS:

PUESD SRTS 2021

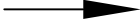
FRONTIER SCHOOL

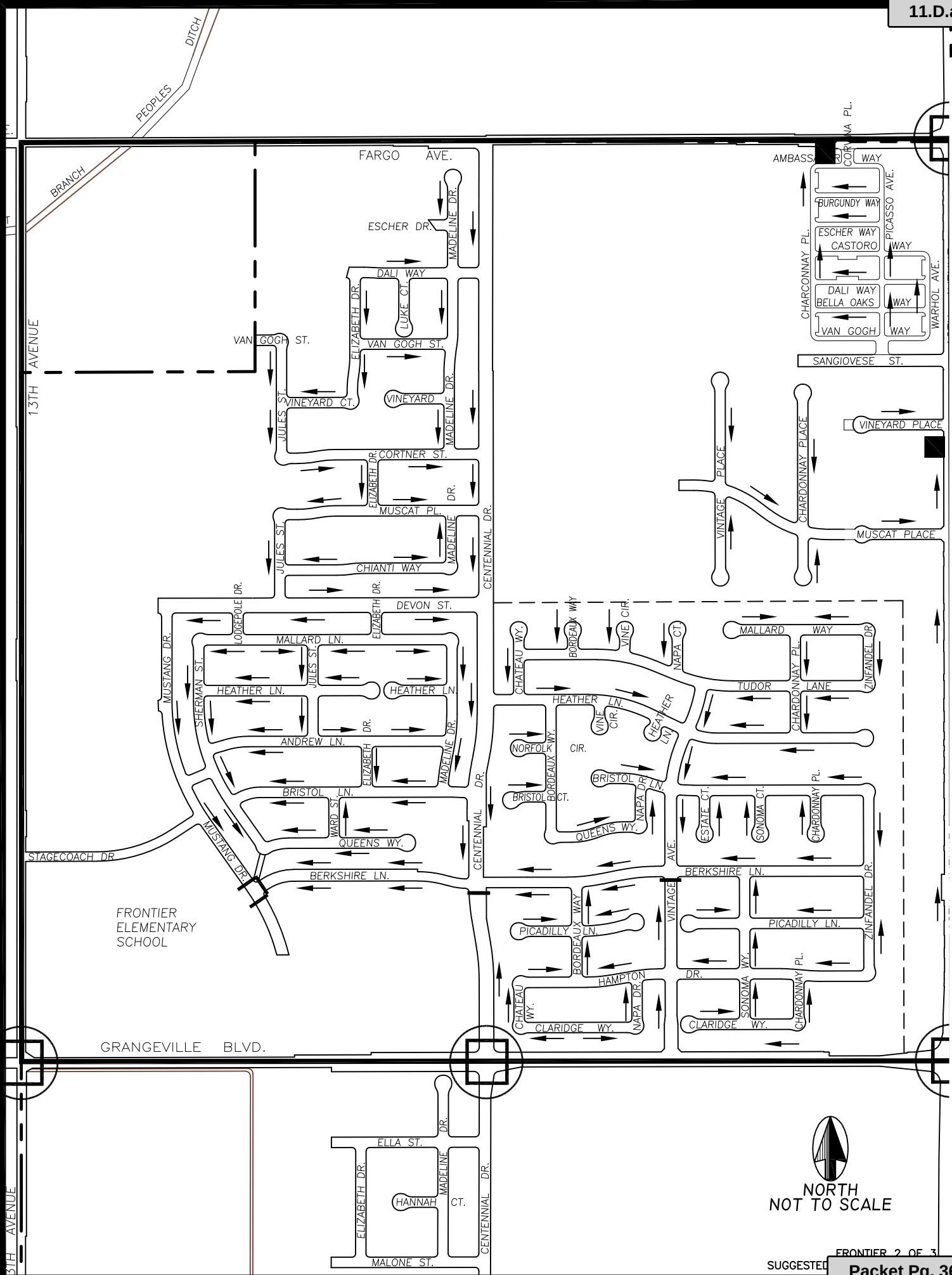
SUGGESTED ROUTE PLAN

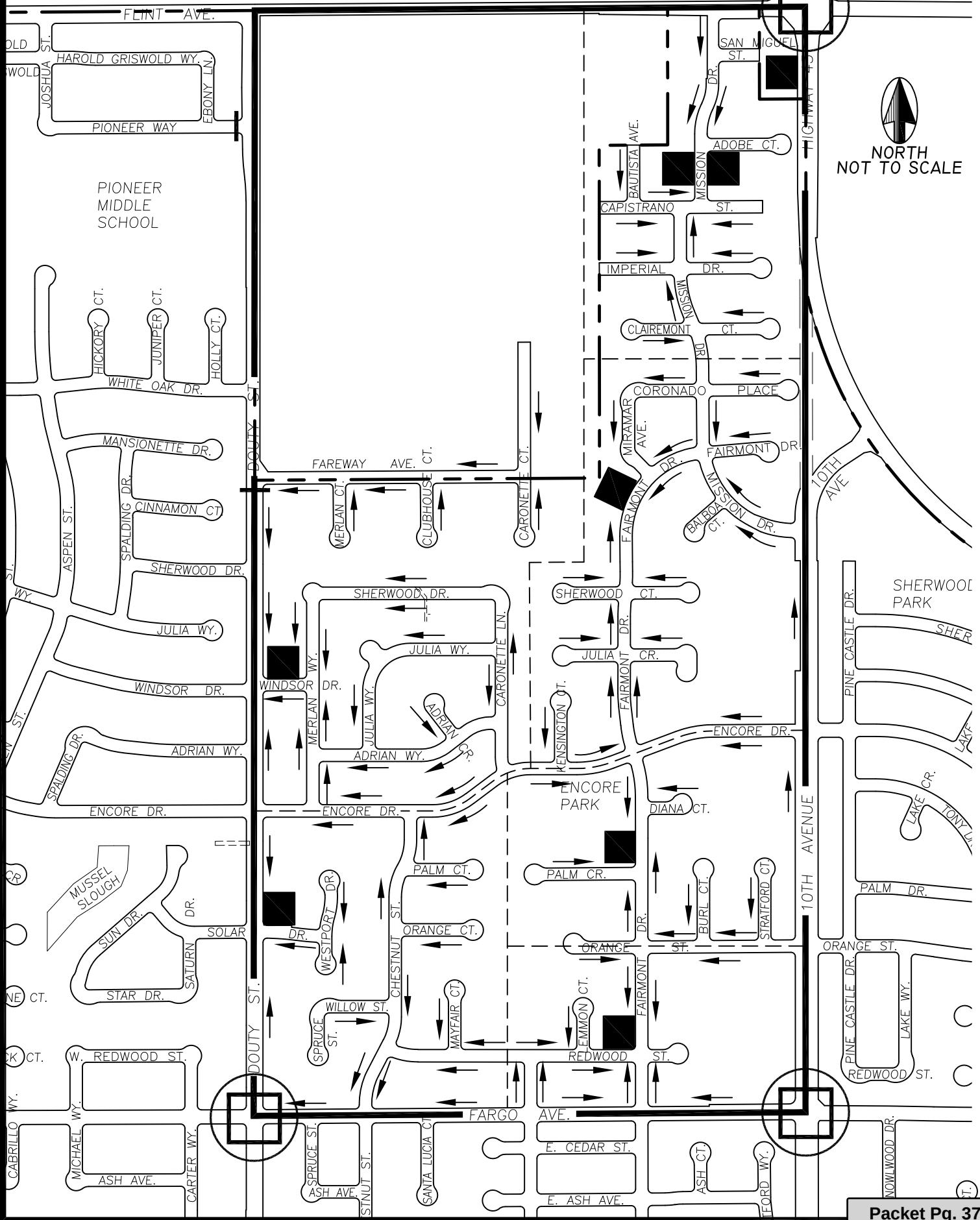
PAGE 1 OF 3



LEGEND

	BUS STOP
	SUGGESTED SCHOOL ROUTE
	CROSSWALK
	SCHOOL BOUNDARY
	SIGNAL





Attachment: PUESD SRTS 2021 (PW: Suggested Routes to School for Pioneer Elementary School District)

FRONTIER SCHOOL

Suggested Route to School

The key elements of this plan are as follows:

1. That the students living south of Flint Avenue, west of Highway 43, north of Coronado Place, and east of Caronette Lane/Court walk to the bus stop at Mission Drive and Adobe Ct.
2. That the students living south of Coronado Place, west of 10th Avenue, north of Encore Drive, and east of Caronette Lane/Court walk to the bus stop at Fairmont Drive and Miramar Avenue.
3. That the students living south of Flint Avenue, west of Caronette Court, north of Sherwood Drive, and east of Douty Street walk to the school bus stop at Douty Street and Windsor Drive.
4. That the students living south of Sherwood Drive, west of Caronette Lane, north of Encore Drive, and east of Douty Street walk to the bus stop at Douty Street and Windsor Drive.
5. That the students living south of Encore Drive, west of 10th Avenue, north of Orange Street, and east of Caronette Lane walk to the bus stop at Encore Drive and Fairmont Drive.
6. That the students living south of Orange Street, west of 10th Avenue, north of Fargo Avenue and east of Caronette Lane walk to the bus stop at Fairmont Drive and Redwood Street.
7. That the students living south of Encore Drive, west of Caronette Lane, north of Fargo Avenue and east of Douty Street walk to the bus stop at Douty Street and Solar Drive.
8. That the students living south of Fargo Avenue, west of 12th Avenue, north of Sangiovese Street, east of Chardonnay Place walk to the bus stop at Fargo Avenue and Corvina Place.
9. That the students living south of Sangiovese Street, west of 12th Avenue, north of Mallard Way and east of Vintage Place walk to the bus stop at 12th Avenue and Vineyard Place.
10. That the students living south of Mallard Way, west of Zinfandel Drive, north of Grangeville Boulevard, and east of Centennial Drive walk to Frontier School.

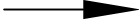
PIONEER SCHOOL

SUGGESTED ROUTE PLAN

PAGE 1 OF 2



LEGEND

	BUS STOP
	SUGGESTED SCHOOL ROUTE
	CROSSWALK
	SCHOOL BOUNDARY
	SIGNAL



PIONEER SCHOOL

Suggested Route to School

The key elements of this plan are as follows:

1. That the students living south of Flint Avenue, west of Joshua Street, north of Millbrook Street and east of 11th Avenue walk to the bus stop at 11th Avenue and Pioneer Way.
2. That the students living south of Flint Avenue, west of Douty Street, north of Millbrook Street, and east of Joshua Street walk to the bus stop at the Northwest corner of Douty St. and Pioneer Way.
3. That the students south of Flint Avenue, west of Peoples Ditch, north of Summer Street and east of BN & SF Railroad walk to the bus stop on the east side of Glacier Way at the park.
4. That the students living south of Millbrook Street, west of Peoples Ditch, north of Julia Way, and east of BN & SF Railroad tracks walk to the bus stop at Glacier Way and Saffron Street.
5. That the students living south of Furlong Drive, west of 11th Avenue, north of Julia Way and east of Peoples Ditch walk to the bus stop at Saffron Street and Fountain Plaza Drive.
6. That the students living south of Millbrook Street, west of Aspen Street, north of Cinnamon Avenue and east of 11th Avenue walk to the bus stop at Saffron Street and Tarragon Avenue.
7. That the students living south of Pioneer Middle School, west of Douty Street, north of Sherwood Drive, and east of Aspen Street walk to the bus stop at Douty Street and Fareway Avenue.
8. That the students living south of Julia Way, west of Peoples Ditch, north of Sandstone Drive and east of BN & SF Railroad tracks walk to the bus stop at Glacier Way and Pepper Drive.
9. That the students living south of Julia Way, west of 11th Avenue, north of Sandstone Court and east of Peoples Ditch walk to the bus stop at Pepper Drive and Fountain Plaza Drive.
10. That the students living south of Cinnamon Avenue, west of Aspen Street, north of Pepper Drive and east of 11th Avenue walk to the bus stop at Windsor Drive and Fir Street.
11. That the students living south of Sherwood Drive, west of Douty Street, north of Fargo Avenue, and east of Aspen Drive walk to the bus stop at Douty Street and Encore Drive.
12. That the students living south of Sandstone Drive, west of Peoples Ditch, north of Fargo Avenue and east of BN & SF Railroad tracks walk to the bus stop at Northstar Drive and Glacier Way.

Pioneer School, Suggested Route to School, continued

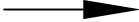
13. That the students living south of Sandstone Court, west of 11th Avenue, north of Fargo Avenue and east of Peoples Ditch walk to the bus stop at Northstar Drive and Fountain Plaza Drive.
14. That the students living south of Pepper Drive, west of Aspen Street, north of Fargo Avenue and east of 11th Avenue walk to the bus stop on Northstar Drive between 11th Avenue and Aspen Street.

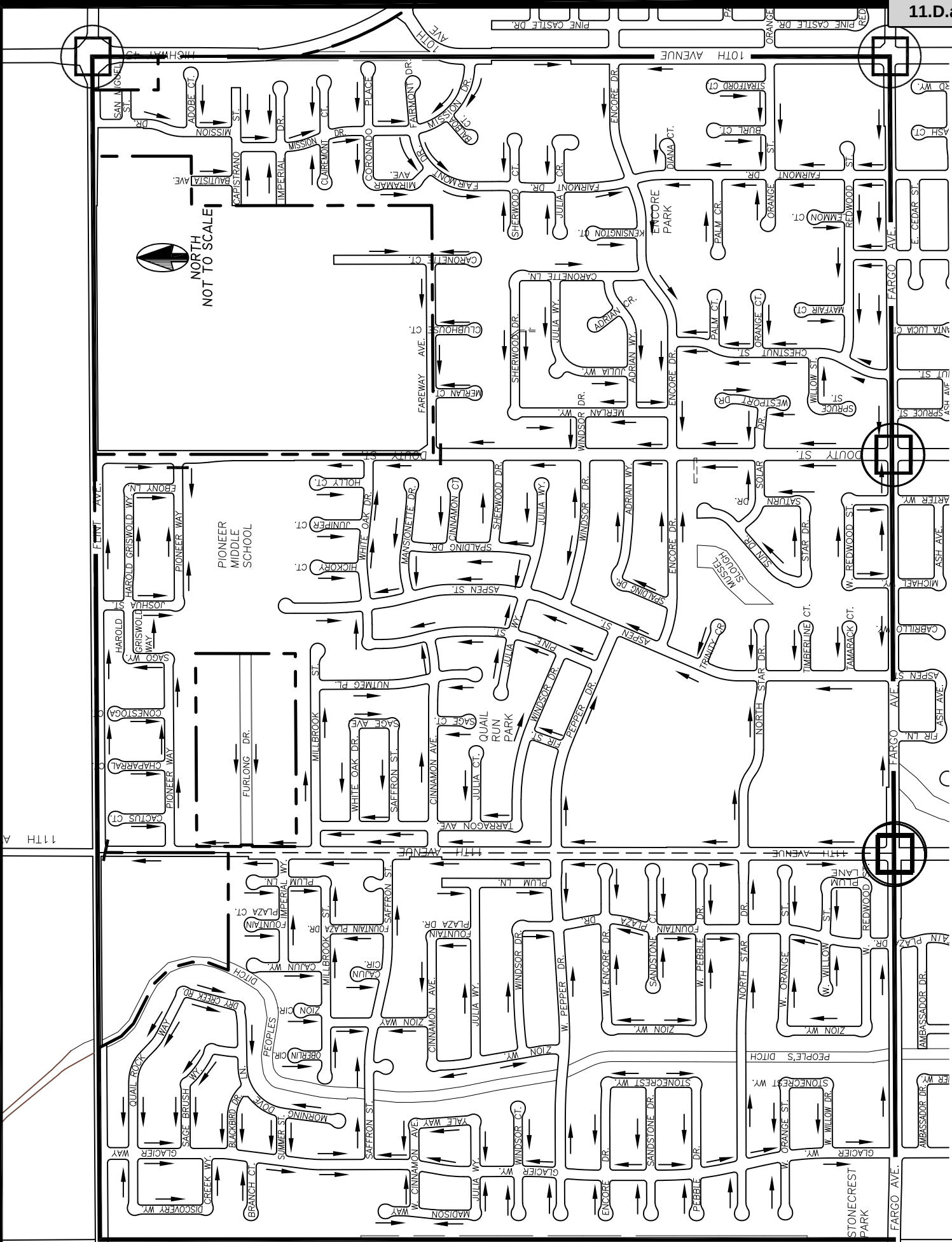
PIONEER MIDDLE SCHOOL

SUGGESTED ROUTE PLAN PAGE 1 OF 3

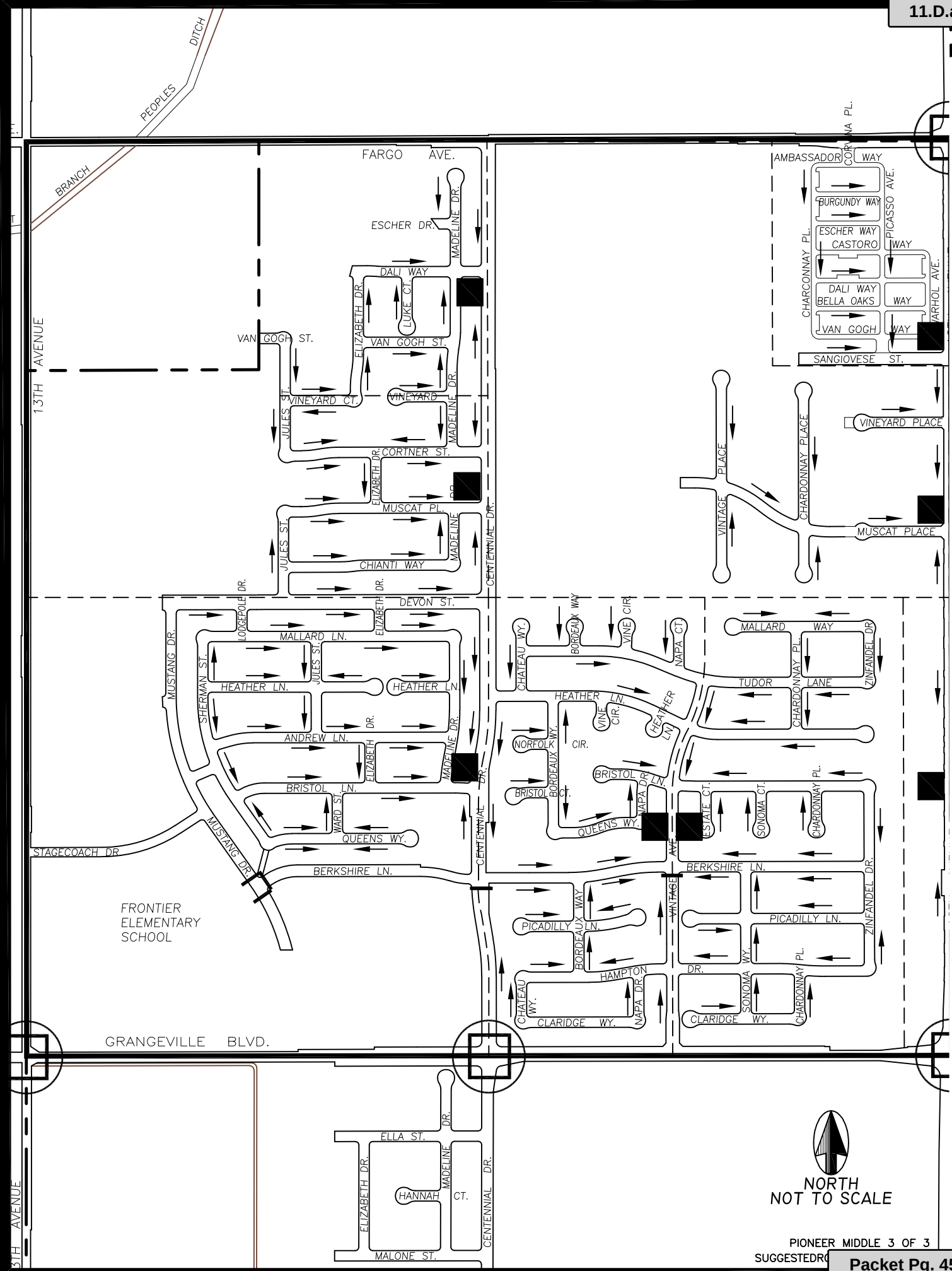


LEGEND

	BUS STOP
	SUGGESTED SCHOOL ROUTE
	CROSSWALK
	SCHOOL BOUNDARY
	SIGNAL



Attachment: PUESD SRTS 2021 (PW: Suggested Routes to School for Pioneer Elementary School District)



Attachment: PUESD SRTS 2021 (PW: Suggested Routes to School for Pioneer Elementary School District)

PIONEER MIDDLE SCHOOL

Suggested Route to School

The key elements of this plan are as follows:

1. That the students living south of Flint Avenue, west of 10th Avenue, north of Fargo Avenue and east of Douty Street walk to Pioneer Middle School using the Douty Street/Fairway Avenue intersection crosswalk.
2. That the students living south of Flint Avenue, west of Douty Street, north of Fargo Avenue, and east of 11th Avenue walk to Pioneer Middle School.
3. That the students living south of Flint Avenue, west of 11th Avenue, north of Fargo Avenue and east of BN & SF Railroad tracks walk to Pioneer School using the 11th Avenue/Flint Avenue intersection crosswalk.
4. That the students living south of Fargo Avenue, west of 12th Avenue, north of Sangiovese Street and east of Chardonnay Place walk to the bus stop at 12th Avenue north of Sangiovese Street.
5. That the Students living south of Sangiovese Street, west of 12th Avenue, north of Mallard Way and east of Centennial Drive walk to the bus stop at 12th Avenue north of Muscat Place.
6. That the students living south of Mallard Way, west of Zinfandel Drive and north of Grangeville Boulevard, east of Vintage Place walk to the bus stop at east side of vintage Place south of Bristol Lane.
7. That the students living south of Mallard Way, west of Vintage Avenue, north of Grangeville Boulevard and east of Centennial Drive walk to the bus stop at west side of Vintage Avenue south of Bristol Lane.
8. That the students living south of Fargo Avenue, west of Centennial Drive, north of Vineyard Place, and east of Jules Street walk to the bus stop at west side of Centennial Drive south of Dali Way.
9. That the students living south of Vineyard Place, west of Centennial Drive, north of Devon Street and east of Jules Street walk to the bus stop at the west side of Centennial Drive north of Muscat Place.
10. That the students living south of Devon Street, west of Centennial Drive, north of Berkshire Lane and east of Mustang Drive walk to the bus stop at west side of Centennial Drive north of Bristol Lane.



AGENDA STAFF REPORT

MEETING DATE: 8/3/2021	AGENDA SECTION: E
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SUBJECT:

Public Works: Approval of the Suggested Routes to School plans for Hanford Elementary School District and Saint Rose-Thomas McCarthy School for the upcoming 2021-2022 school year.

RECOMMENDATION:

That the City Council, by motion, approve the Suggested Routes to School plans for Hanford Elementary School District and Saint Rose-Thomas McCarthy School for the upcoming 2021-2022 school year.

BACKGROUND:

The Safe Routes to School Program (SRTS) part of a State program that provides grant funds for infrastructure improvements, enforcement, tools, safety education, and other incentives, and are provided to “encourage walking and bicycling to school”. These competitive grants are awarded annually to local agencies and schools who submit projects through the Active Transportation Program (ATP).

School districts currently spend millions annually to bus children for just one or two miles due to hazardous conditions and limited infrastructure. By improving walking and bicycling conditions near schools, these costs could reduce substantially by decreasing the need for school bus service for students who live close enough to walk or bike to and from school. The program additionally promotes reduced traffic congestion and air pollution by increasing the number of students walking and bicycling to school. Each year, in an effort to promote the SRTS, the City of Hanford partners with the school districts to provide the educational material for distribution to students and families. The materials are additionally used by the City for identifying safety and improvement projects and for seeking ATP grant funding.

Pursuant to State of California regulations, City staff, in partnership with Hanford Elementary School District staff and Saint Rose-McCarthy School staff, met to discuss plans and possible changes to the Suggested Routes to School plans for Hamilton, King, Lincoln, Monroe, Richmond, Roosevelt, Simas, Washington, Kennedy Jr. High, Wilson Jr. High, and Saint Rose-Thomas McCarthy Schools for the upcoming 2021-2022 school year. For the upcoming 2021-2022 school year, the boundaries and bus stop locations will remain the same at the previous annual update. Attached are the maps and written descriptions for each school that describes the element of each plan.

At the June 24, 2021 Parking and Traffic Commission meeting, the commission voted to recommend to the City Council that the Suggested Routes to School plans be approved for Hanford Elementary School District and Saint Rose-McCarthy School for the upcoming 2021-2022 school year.

FISCAL IMPACT:

There is no fiscal impact from this project. City staff prepares and provides the plans to the school districts and the school districts copy and distribute the plans to the parents and students.

ATTACHMENTS:

Hanford Elementary SRTS 2021

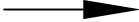
St Rose McCarthy SRTS 2021

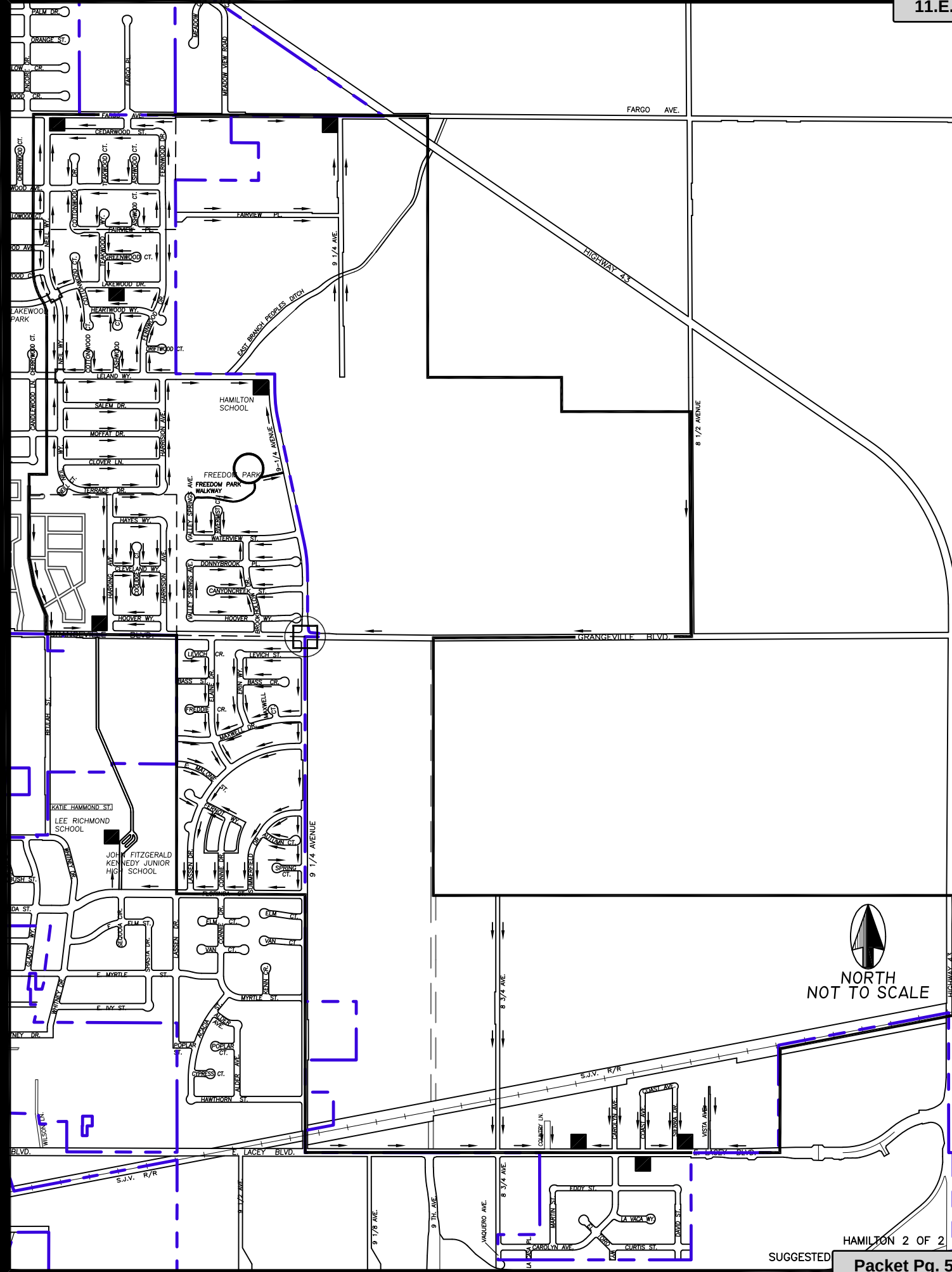
HAMILTON SCHOOL

SUGGESTED ROUTE PLAN PAGE 1 OF 2



LEGEND

	BUS STOP
	SUGGESTED SCHOOL ROUTE
	CROSSWALK
	SCHOOL BOUNDARY
	SIGNAL



HAMILTON SCHOOL

Suggested Route to School

The key elements of this plan are as follows:

1. That the students living south of Fargo Avenue, west of Fernwood Drive, north of Fairview Place, and east of Neill Way walk to the bus stop at Fargo Avenue and Neill Way.
2. That the students living south of Fargo Avenue, west of 9 ¼ Avenue, north of Grangeville Boulevard, and east of Fernwood Drive walk to the bus stop at Fargo Avenue and 9 ¼ Avenue.
3. That the students living south of Fairview Place, west of Fernwood Drive, north of Leland Way and east of Neill Way walk to the bus stop at Lakewood Drive east of Teakwood Way.
4. That the students living south of Leland Way, west of 9-1/4 Avenue, north of Terrace Drive, and east of Neill Way walk to Hamilton School.
5. That the students living south of Leland Way, west of 8-1/2 Avenue, north of Grangeville Boulevard, and east of Harrison Avenue walk to Hamilton School.
6. That the students living south of Grangeville Boulevard, west of 9-1/4 Avenue, and north of Florinda Street walk to the bus stop at Richmond School/Kennedy Jr. High School.
7. That the students living south of Grangeville Boulevard, west of Highway 43, north of Lacey Boulevard, and east of 9-1/4 Avenue walk to the bus stop at Lacey Boulevard, west of Carolyn Avenue.
8. That the students living south of Grangeville Boulevard, west of Highway 43, north of Lacey Boulevard, and east of Carolyn Avenue walk to the bus stop at Lacey Boulevard east of Sierra Avenue.

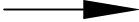
MARTIN LUTHER KING JR. SCHOOL

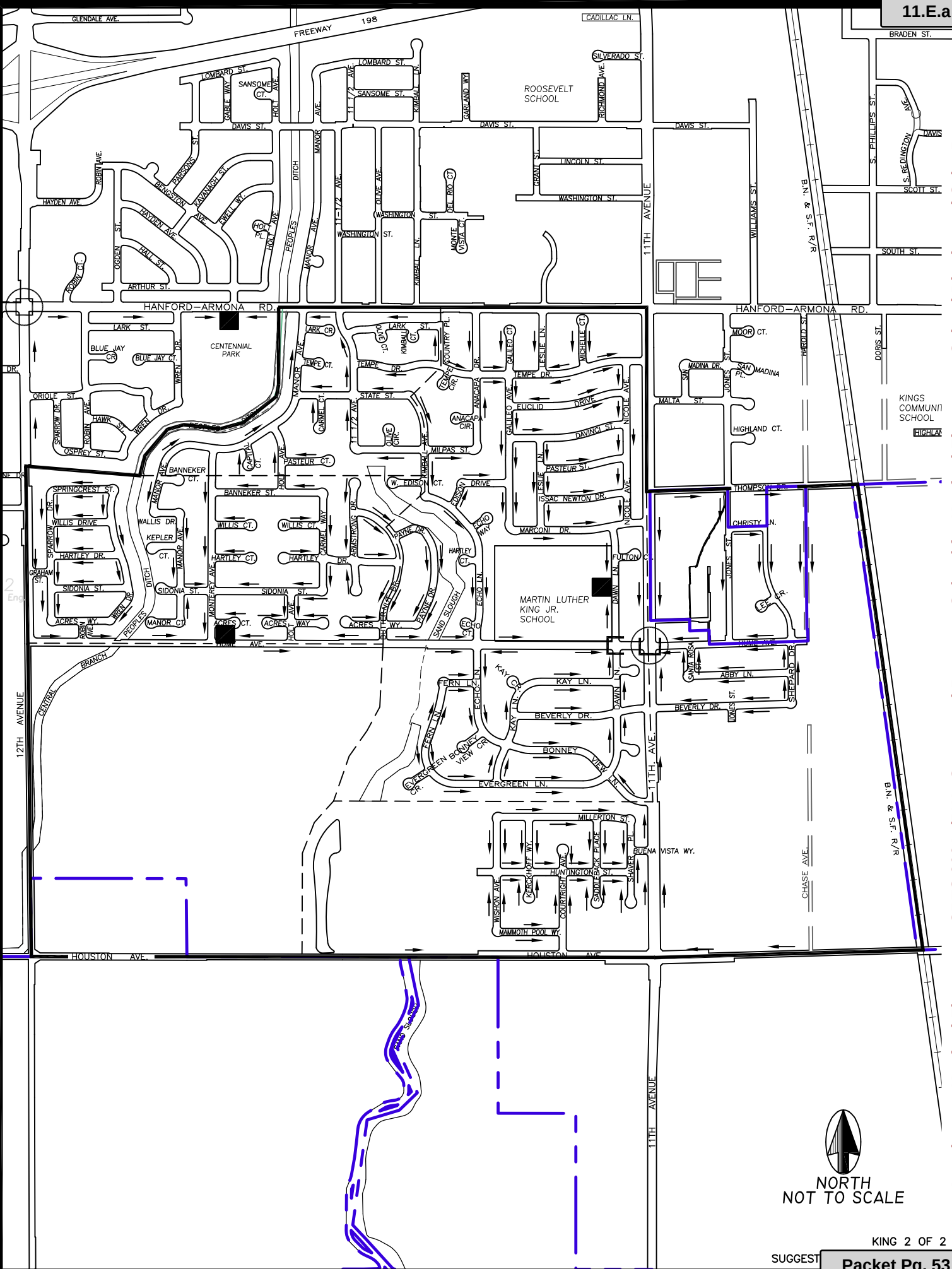
SUGGESTED ROUTE PLAN

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LEGEND

	BUS STOP
	SUGGESTED SCHOOL ROUTE
	CROSSWALK
	SCHOOL BOUNDARY
	SIGNAL



NORTH
NOT TO SCALE

MARTIN LUTHER KING JR. SCHOOL

Suggested Routes to School

The key elements of this plan are as follows:

1. That the students living south of Hanford-Armona Road, west of the extension of Country Place/Kimball Avenue, north of Banneker Street/Edison Court, and east of 12th Avenue, walk to the bus stop at Hanford- Armona Road and Centennial Park.
2. That the students living south of Banneker Street, west of Butternut Drive, north of Hume Avenue, and east of 12th Avenue walk to the bus stop at Hume Avenue and Monterey Avenue.
3. That the students living south of Hanford-Armona Road, west of 11th Avenue, north of Millerton Street, and east of the extension of Butternut Drive/Kimball Avenue/Country Place walk to King School.
4. That the students living south of Millerton Street, west of 11th Avenue, north of Houston Avenue, and east of the extension of Butternut Drive/Kimball Avenue/Country Place walk to King School.
5. That the students living south of Thompson Drive, west of Santa Fe Railroad tracks, north of Houston Avenue, and east of 11th Avenue walk to King School.

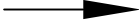
LINCOLN SCHOOL

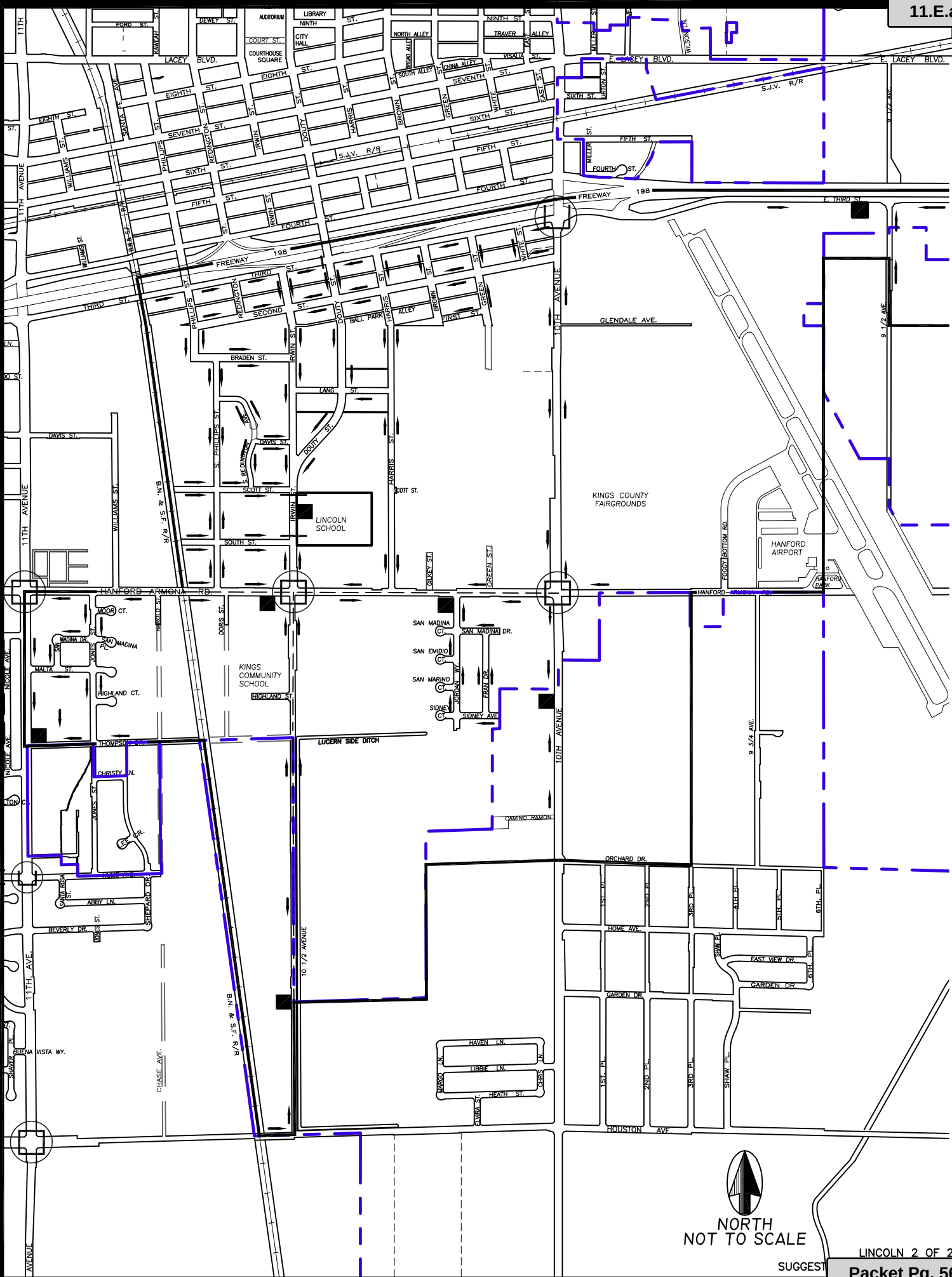
SUGGESTED ROUTE PLAN

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LEGEND

	BUS STOP
	SUGGESTED SCHOOL ROUTE
	CROSSWALK
	SCHOOL BOUNDARY
	SIGNAL



Attachment: Hanford Elementary SRTS 2021 (PW: Suggested Routes to School for Hanford Elementary School District and Saint Rose-



LINCOLN SCHOOL

Suggested Routes to School The

key elements of this plan are as follows:

1. That the students living south of Freeway 198, west of 10th Avenue, north of Hanford-Armona Road, and east of Santa Fe Railroad tracks walk to Lincoln School.
2. That the students living south of Freeway 198, west of 9-1/2 Avenue, north of Hanford- Armona Road, and east of 10th Avenue walk to the bus stop at Third Street and 9-1/2 Avenue.
3. That the students living south of Hanford-Armona Road, west of Santa Fe Railroad tracks, north of Thompson Drive, and east of 11th Avenue walk to the bus stop at 11th Avenue and Thompson Drive.
4. That the students living south of Hanford-Armona Road, west of 10-1/2 Avenue, north of Houston, and east of Santa Fe Railroad tracks walk to the bus stop at Hanford-Armona Road and 10-1/2 Avenue and the bus stop on 10-1/2 Avenue north of Houston Avenue.
5. That the students living south of Hanford-Armona Road, west of Foggy Bottom Road, north of Orchard Drive, and east of 10-1/2 Avenue walk to the bus stop at Hanford-Armona Road and Jordan Way and the bus stop on 10th Avenue south of Hanford-Armona Road at Bakery on 10th Avenue.

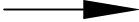
MONROE SCHOOL

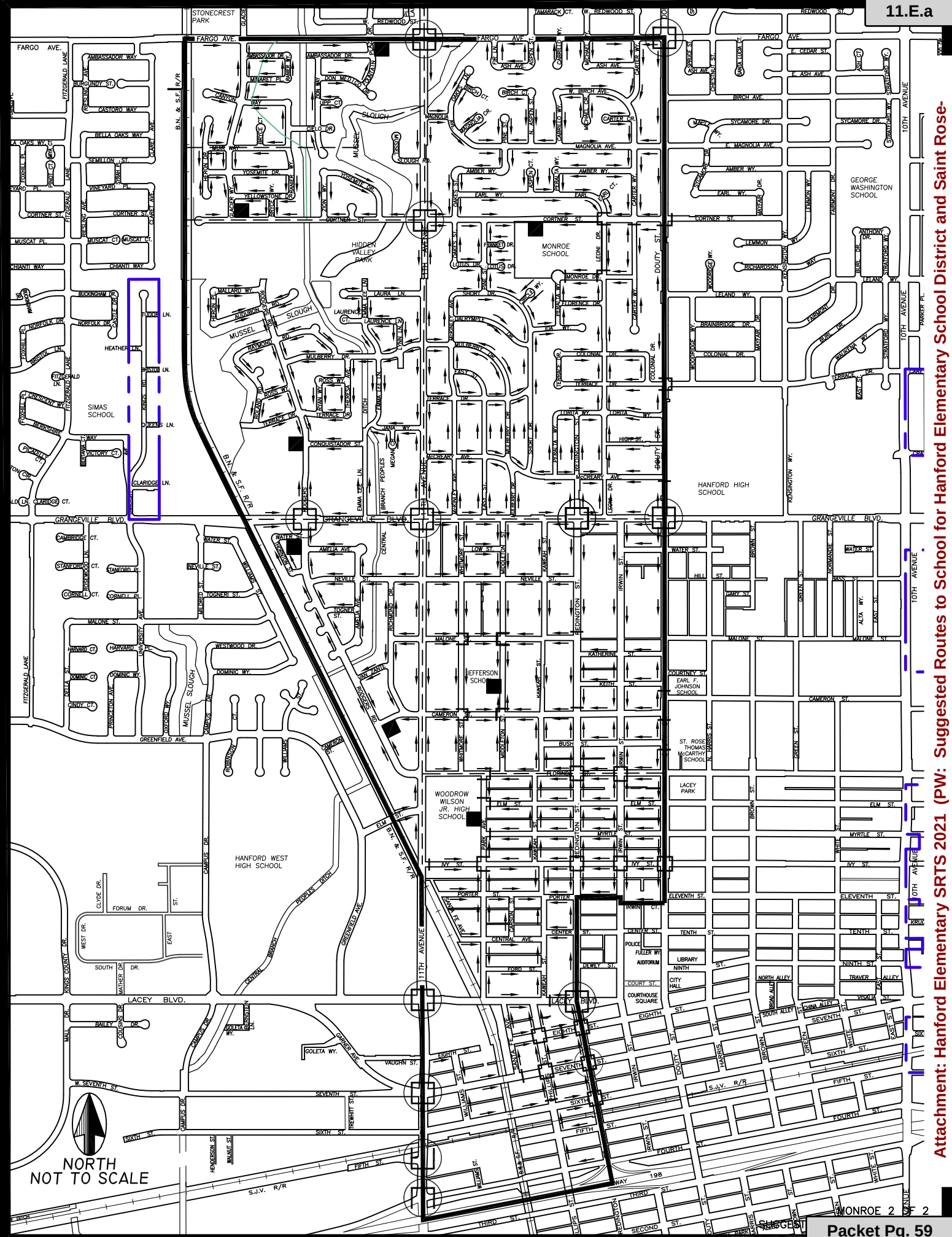
SUGGESTED ROUTE PLAN

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LEGEND

	BUS STOP
	SUGGESTED SCHOOL ROUTE
	CROSSWALK
	SCHOOL BOUNDARY
	SIGNAL



MONROE SCHOOL

Suggested Route to School

The key elements of this plan are as follows:

1. That the students living south of Fargo Avenue, west of 11th Avenue, north of Mussel Slough, west of Mussel Slough, north of Yosemite Drive, and east of Santa Fe Railroad tracks walk to the bus stop at Fargo Avenue and Fountain Plaza Drive.
2. That the students living south of Mussel Slough, west of 11th Avenue, north of Cortner Street, east of Santa Fe Railroad tracks, south of Muir Way and east of Mussel Slough walk to the bus stop on Glacier Way and Cortner Street.
3. That the students living south of Cortner Street, west of Douty Street, north of Grangeville Boulevard, and east of 11th Avenue walk to Monroe School.
4. That the students living south of Cortner Street, west of 11th Avenue, north of Grangeville Boulevard, and east of Santa Fe Railroad tracks walk to the bus stop at Rodgers Road and Conquistador Street.
5. That the students living south of Grangeville Boulevard, west of 11th Avenue, and east of Santa Fe Railroad tracks walk to the bus stop at Rodgers Road and Water Street and the bus stop at Rodgers Road and Cameron Street.
6. That the students living south of Grangeville Boulevard, west of Douty Street, north of Florinda Street, and east of 11th Avenue walk to the bus stop at Jefferson School.
7. That the students living south of Florinda Street, west of Douty Street, north of Highway 198, and east of 11th Avenue walk to the bus stop at Woodrow Wilson School.

RICHMOND SCHOOL

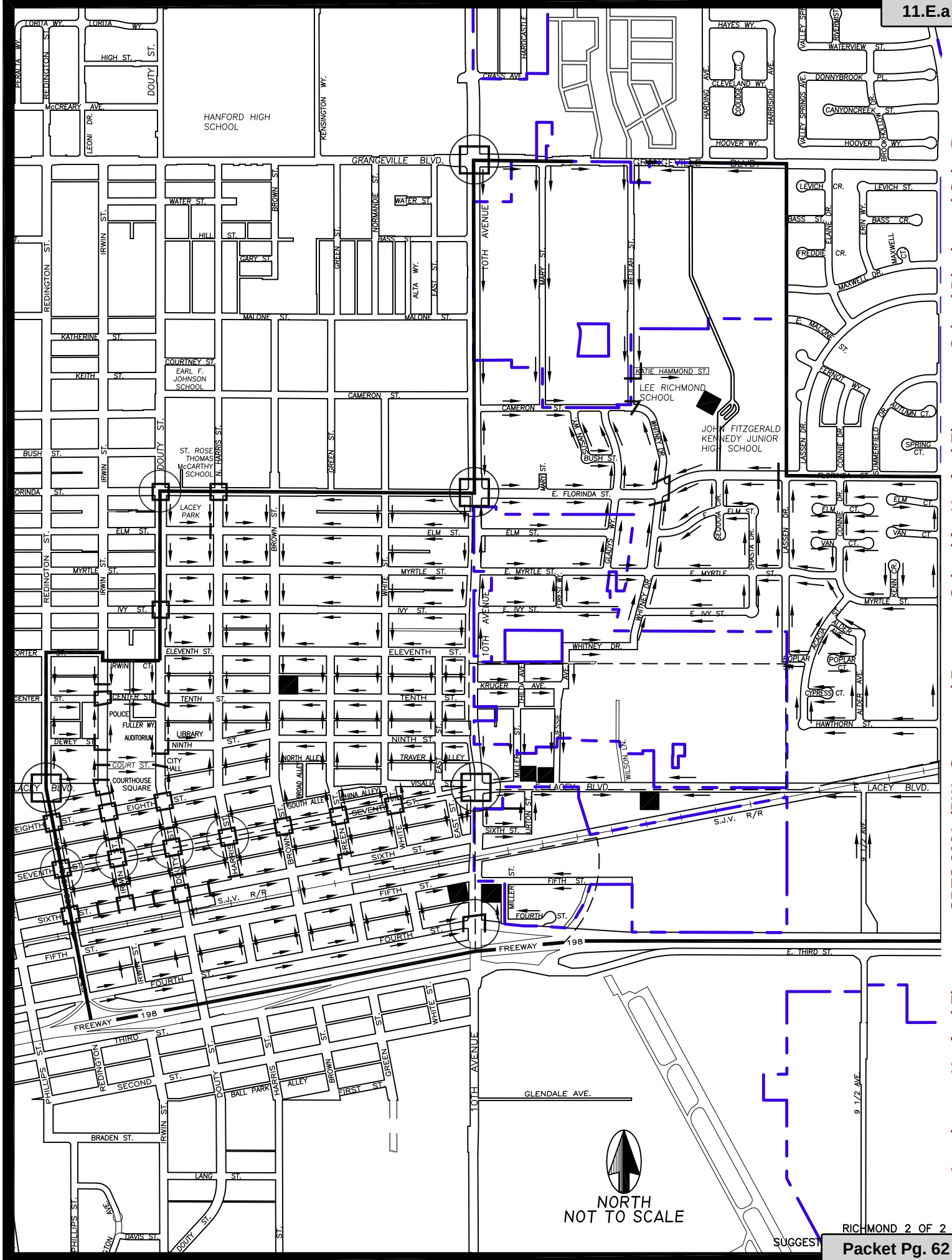
SUGGESTED ROUTE PLAN

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LEGEND

	BUS STOP
	SUGGESTED SCHOOL ROUTE
	CROSSWALK
	SCHOOL BOUNDARY
	SIGNAL



RICHMOND SCHOOL

Suggested Route to School

The key elements of this plan are as follows:

1. That the students living south of Grangeville Boulevard, west of 9¼ Avenue, north of San Joaquin Valley Railroad tracks, east of Lassen Drive, north of Kruger Avenue, and east of 10th Avenue walk to Richmond School.
2. That the students living south of Kruger Avenue, west of Lassen Drive, north of Lacey Boulevard, and east of 10th Avenue walk to the bus stop at Lacey Boulevard and Jessie Street for pick-up and Lacey Boulevard and Miller Street for drop-off.
3. That the students living south of Lacey Boulevard, west of 9¼ Avenue, north of Freeway 198, east of Peoples Ditch, north of San Joaquin Valley Railroad tracks, and east of 10th Avenue walk to the bus stop at Lacey Boulevard and Lacey Inn.
4. That the students living south of San Joaquin Valley Railroad tracks, west of Peoples Ditch, north of Freeway 198, and east of 10th Avenue walk to the bus stop at 10th Avenue and Fifth Street.
5. That the students living south of Florinda Street, west of 10th Avenue, north of Seventh Street, and east of Redington Street walk to the bus stop at Tenth Street and Brown Street.
6. That the students living south of Seventh Street, west of 10th Avenue, north of Freeway 198, and east of n Street, walk to the bus stop at 10th Avenue and Fifth Street.

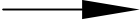
ROOSEVELT SCHOOL

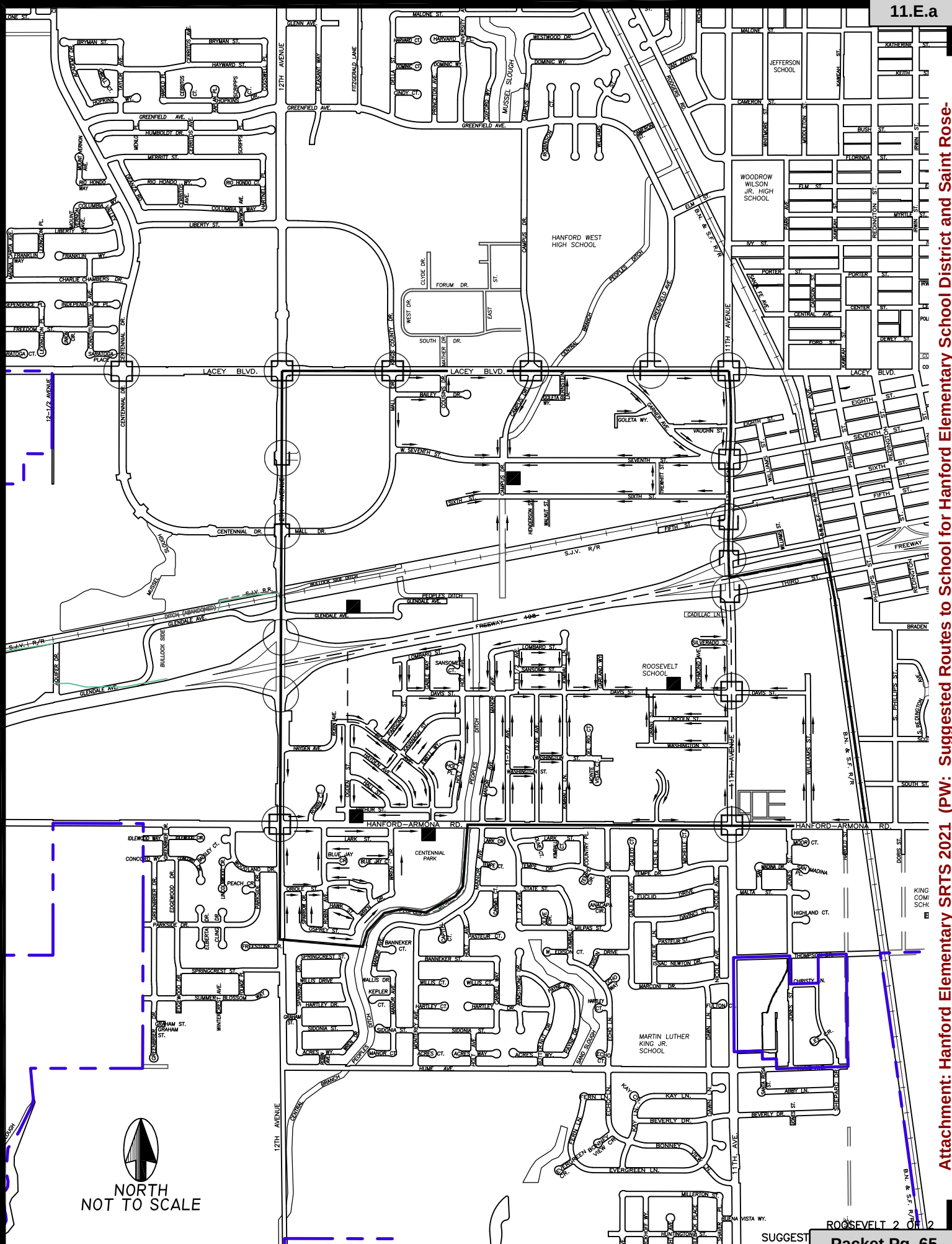
SUGGESTED ROUTE PLAN

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LEGEND

-  BUS STOP
-  SUGGESTED SCHOOL ROUTE
-  CROSSWALK
-  SCHOOL BOUNDARY
-  SIGNAL



ROOSEVELT SCHOOL

Suggested Route to School

The key elements of this plan are as follows:

1. That the students living east of 12th Avenue, south of Lacey Boulevard, west of 11th Avenue, and north of Freeway 198 walk to the bus stop at Campus Drive and Seventh Street.
2. That the students living south of Freeway 198, west of Bengston Avenue, north of Hanford-Armona Road and east of 12th Avenue walk to the bus stop at Hanford-Armona Road and Ogden Street.
3. That the students living south of Freeway 198, west of 11th Avenue north of Hanford-Armona Road, and east of Bengston Avenue walk to Roosevelt School.
4. That the students living south of Freeway 198, west of Santa Fe Railroad tracks, north of Hanford-Armona Road, and east of 11th Avenue walk to Roosevelt School.
5. That the students living south of Hanford-Armona Road, west of Peoples Ditch/Centennial Park, north of Osprey Street, and east of 12th Avenue walk to the bus stop at Hanford-Armona Road and Centennial Park.

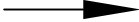
SIMAS SCHOOL

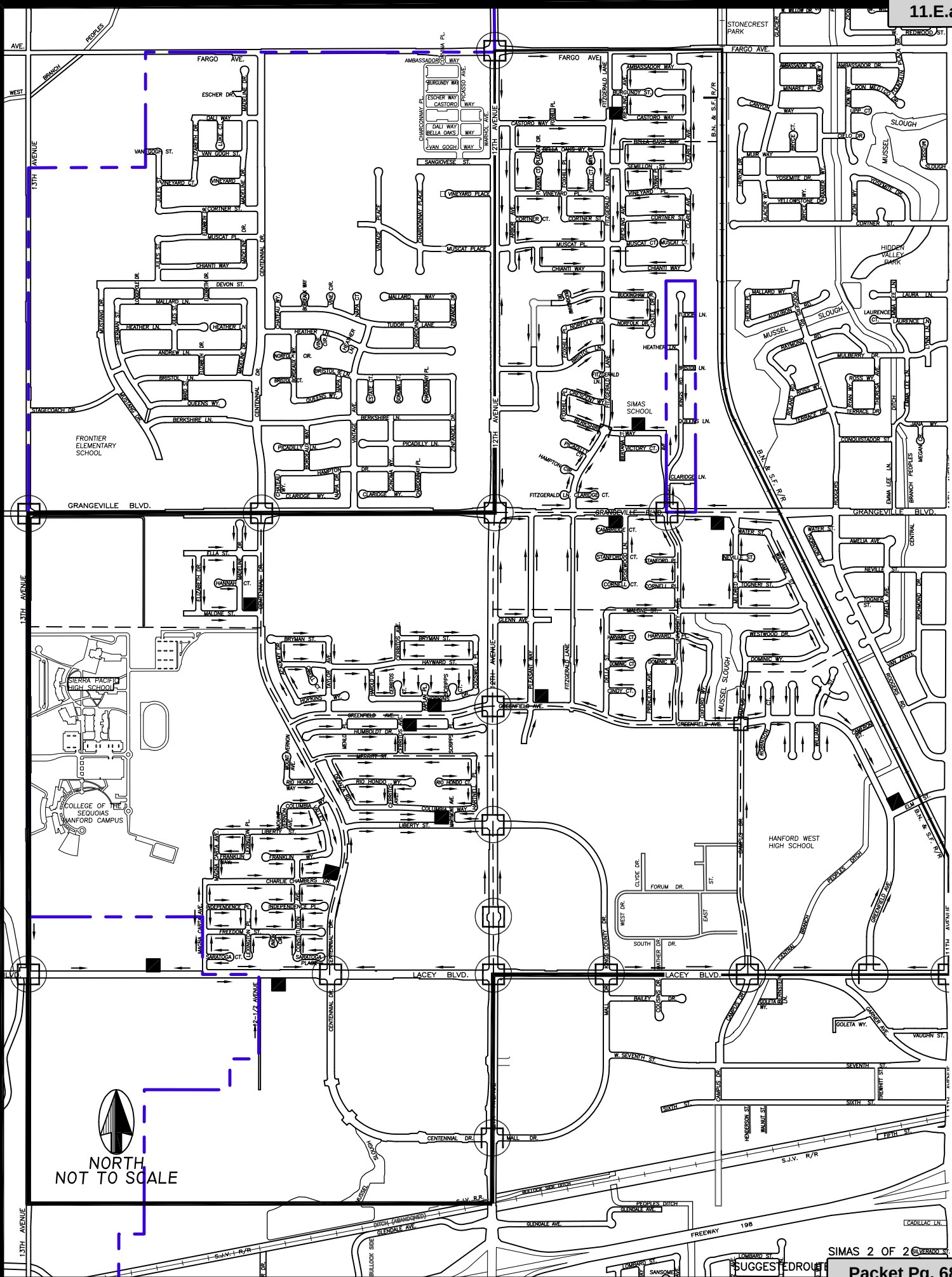
SUGGESTED ROUTE PLAN

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LEGEND

	BUS STOP
	SUGGESTED SCHOOL ROUTE
	CROSSWALK
	SCHOOL BOUNDARY
	SIGNAL



SIMAS SCHOOL

Suggested Route to School

The key elements of this plan are as follows:

1. That the students living south of Fargo Avenue, west of Santa Fe Railroad tracks, north of Bella Oaks Way, and east of 12th Avenue walk to the bus stop on Fitzgerald Lane and Castoro Way.
2. That the students living south of Bella Oaks Way, west of Santa Fe Railroad tracks, north of Grangeville Boulevard, and east of 12th Avenue walk to Simas School.
3. That the students living south of Grangeville Boulevard, west of Centennial Drive, north of Lacey Boulevard, and east of 13th Avenue walk to the bus stop at Centennial Drive and Charlie Chambers Drive.
4. That the students living south of Lacey Boulevard, west of Centennial Drive, north of the San Joaquin Valley Railroad tracks and east of 13th Avenue walk to the bus stop at Lacey Boulevard and Hofman's Nursery.
5. That the students living south of Merritt Street, west of 12th Avenue, north of Lacey Boulevard, and east of Centennial Drive walk to the bus stop at Liberty Street and Marymont Avenue.
6. That the students living south of Grangeville Boulevard, west of 12th Avenue, north of Greenfield Avenue, and east of Centennial Drive walk to the bus stop at Greenfield Avenue and Kaplin Place.
7. That the students living south of Grangeville Boulevard, west of Centennial Drive, north of Bryman Street, east of 13th Ave. walk to the bus stop at Malone Street and Centennial Boulevard.
8. That the students living south of Greenfield Avenue, west of 12th Avenue, north of Merritt Street, and east of Centennial Drive walk to the bus stop at Greenfield Avenue and Cerritos Avenue.
9. That the students living south of Grangeville Boulevard, west of University Avenue, north of Glenn Avenue, and east of 12th Avenue walk to the bus stop at Grangeville Boulevard and Rosewood Lane.
10. That the students living east of 12th Avenue, south of Glenn Avenue, west of University Avenue, and north of Greenfield Avenue walk to the bus stop at Greenfield Avenue east of Pleasant Way.
11. That the students living south of Grangeville Boulevard, west of Santa Fe Railroad tracks, north of Dominic Way, west of Campus Drive, north of Greenfield Avenue, and east of University Avenue walk to the bus stop at Grangeville Boulevard and Mildred Street.

Simas School, Suggested Route to School, continued

12. That the students living south of Dominic Way, west of Santa Fe Railroad tracks and 11th Avenue, north of Lacey Boulevard, and east of Campus Drive walk to the bus stop at Elm Street and Greenfield Avenue.

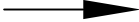
WASHINGTON SCHOOL

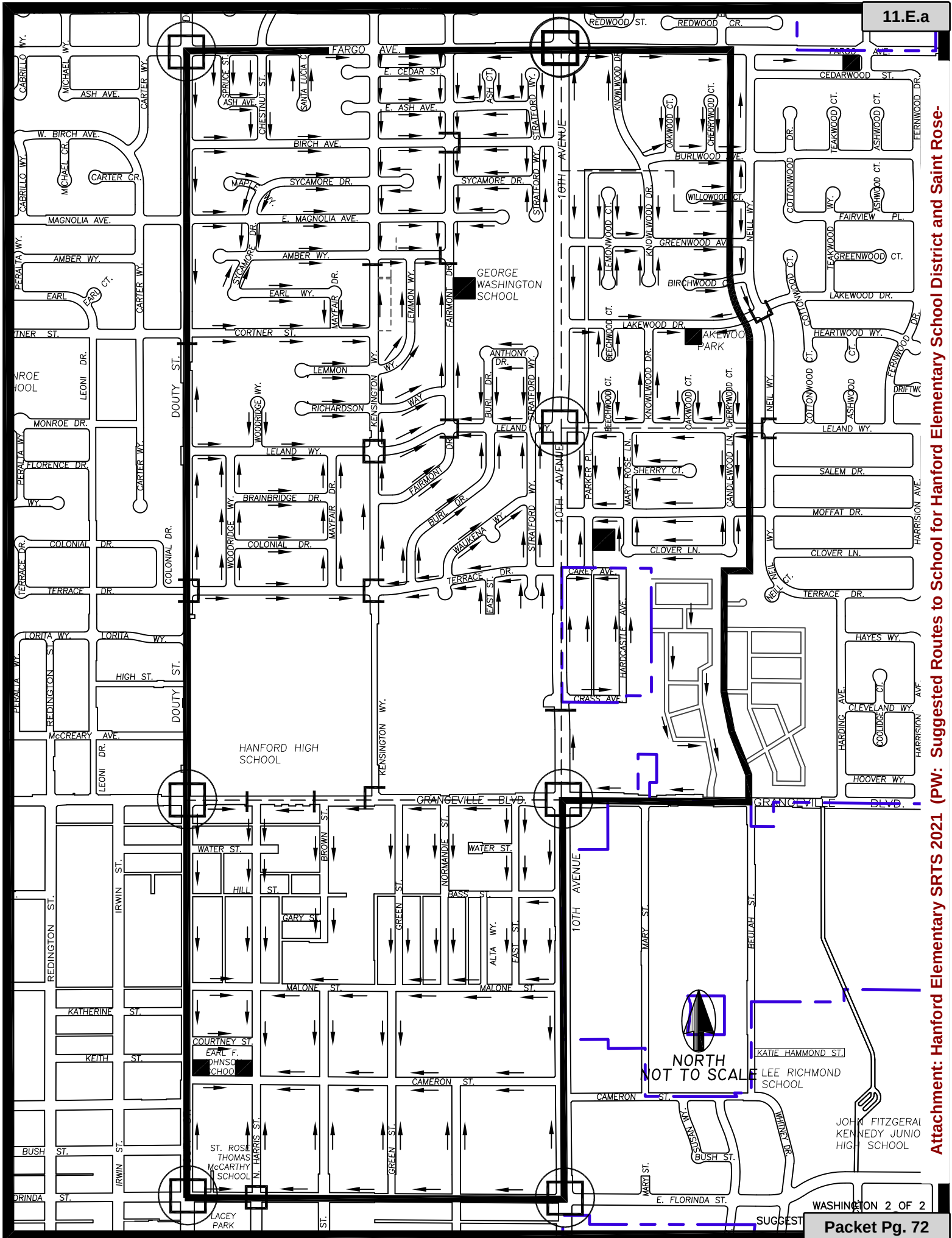
SUGGESTED ROUTE PLAN

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LEGEND

	BUS STOP
	SUGGESTED SCHOOL ROUTE
	CROSSWALK
	SCHOOL BOUNDARY
	SIGNAL



WASHINGTON SCHOOL

Suggested Route to School

The key elements of this plan are as follows:

1. That the students living south of Fargo Avenue, west of 10th Avenue, north of Grangeville Boulevard, and east of Douty Street walk to Washington School.
2. That students living south of Fargo Avenue, west of Neill Way, north of Willowood Court, and east of 10th Avenue walk to the bus stop at Fargo Avenue and Cedarwood Street.
3. That the students living south of Willowood Court, west of Neill Way, north of Grangeville Boulevard, and east of 10th Avenue walk to the bus stop on Lakewood Drive west of Knowlwood Drive.
4. That the students living south of Leland Way, west of Neill Way, north of Grangeville Boulevard, and east of 10th Avenue walk to the bus stop at Parker Place and Moffat Drive.
5. That the students living south of Grangeville Boulevard, west of 10th Avenue, north of Florinda Street, and east of Douty Street walk to the bus stop at Harris Street and Cameron Street for pick-up and Douty Street and Cameron Street for drop-off.

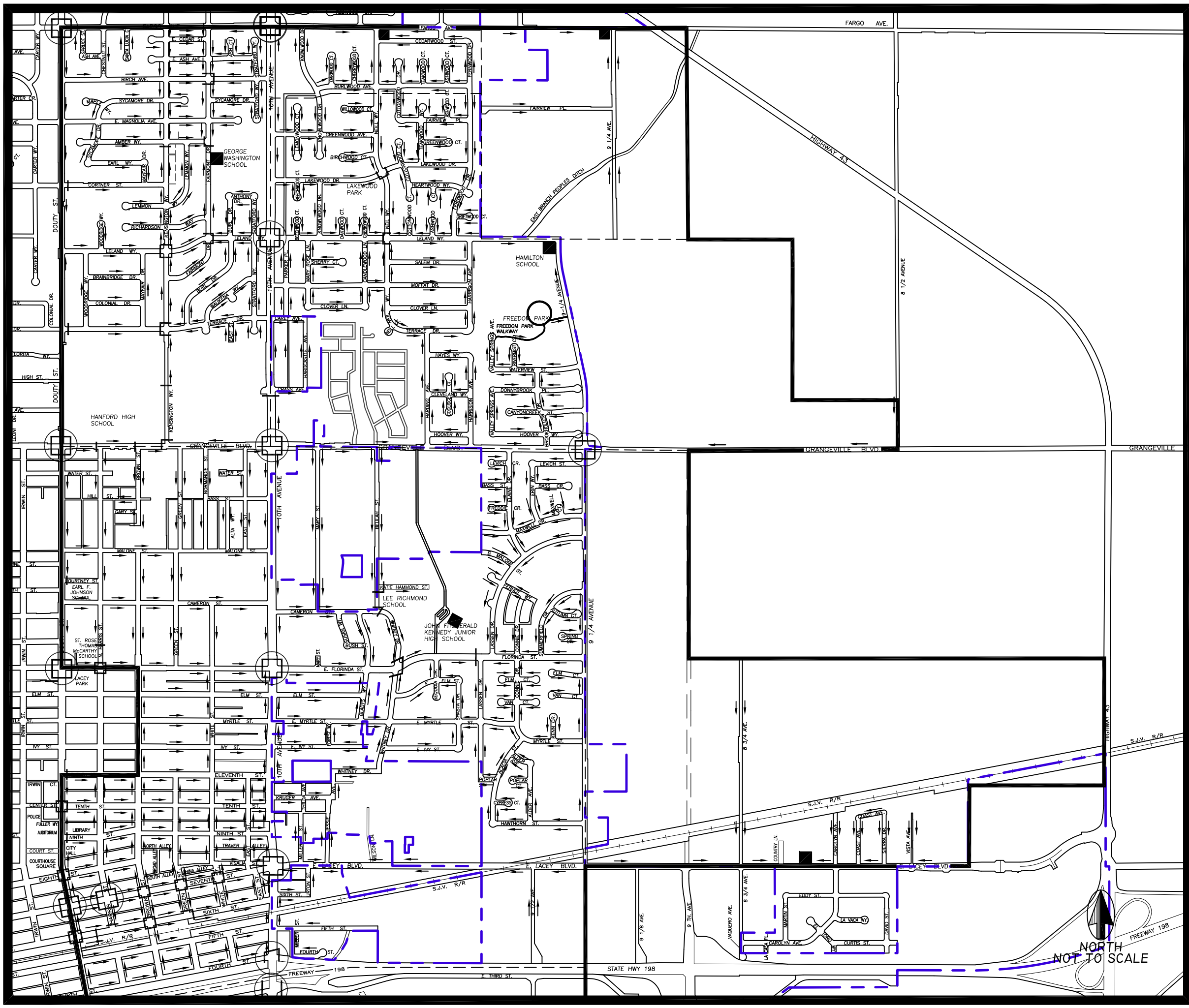
KENNEDY JR. HIGH SCHOOL

SUGGESTED ROUTE PLAN
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LEGEND

- BUS STOP
- SUGGESTED SCHOOL ROUTE
- CROSSWALK
- SCHOOL BOUNDARY
- SIGNAL



Attachment: Hanford Elementary SRTS 2021 (PW): Suggested Routes to School for Hanford Elementary School District and Saint Rose-

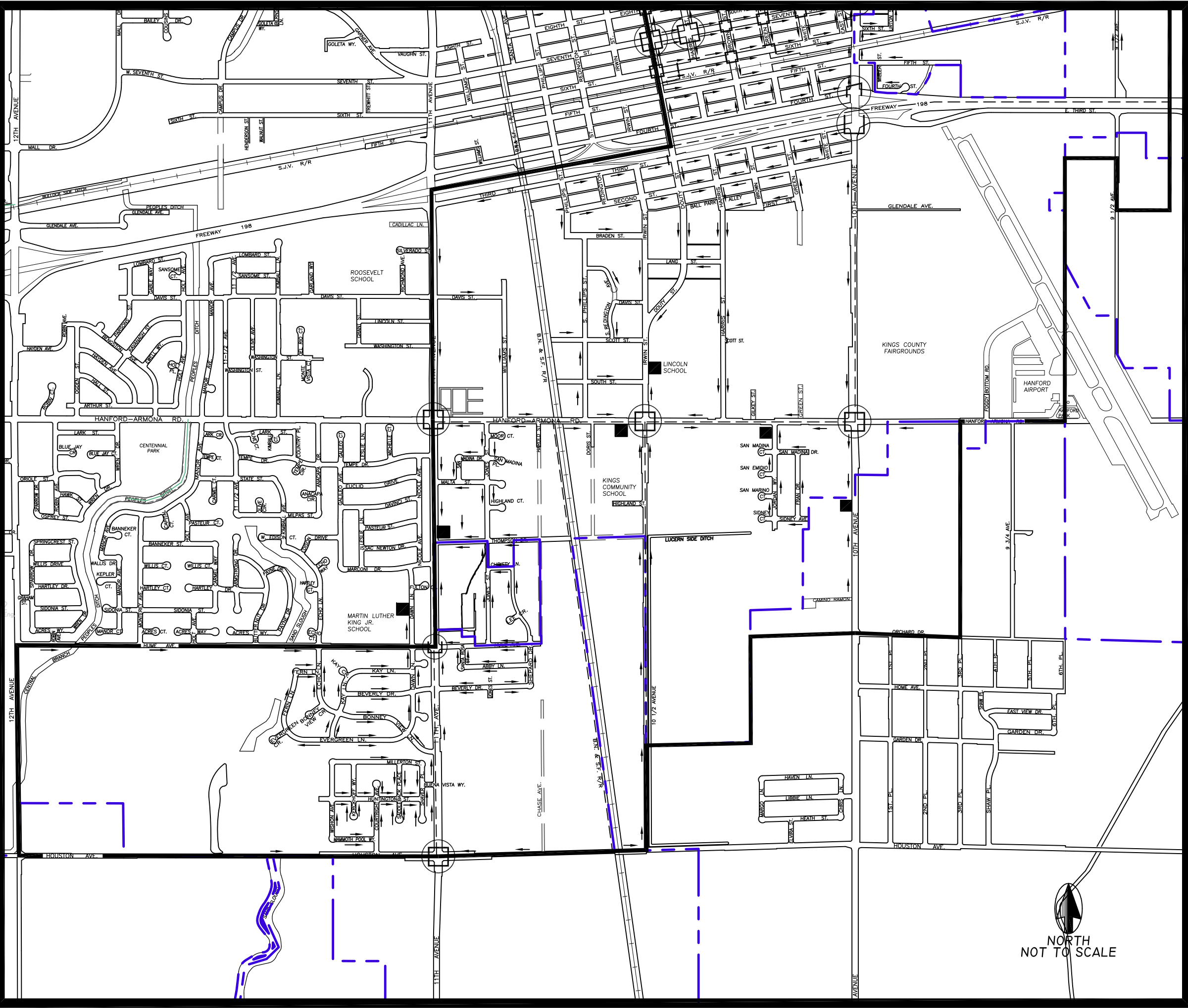
KENNEDY JR. HIGH SCHOOL

SUGGESTED ROUTE PLAN
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LEGEND

- BUS STOP
- SUGGESTED SCHOOL ROUTE
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- SCHOOL BOUNDARY
- SIGNAL



Attachment: Hanford Elementary SRTS 2021 (PW: Suggested Routes to School for Hanford Elementary School District and Saint Rose-

KENNEDY JR. HIGH SCHOOL

Suggested Route to School

The key elements of this plan are as follows:

1. That the students living south of Fargo Avenue, west of 10th Avenue, north of Grangeville Boulevard, and east of Douty Street walk to the bus stop at Washington School.
2. That the students living south of Fargo Avenue, west of Fernwood Drive, north of Burlwood Avenue, and east of 10th Avenue walk to the bus stop at Fargo Avenue and Neill Way.
3. That the students living south of Fargo Avenue, west of 9¼ Avenue, north of Leland Way, and east of Fernwood Drive walk to the bus stop at Fargo Avenue and 9¼ Avenue.
4. That the students living south of Burlwood Avenue, west of Fernwood Drive, south of Leland Way, west of 8 ½ Avenue, north of Lacey Boulevard and east of 10th Avenue walk to the bus stop at Hamilton School.
5. That the students living south of Grangeville Boulevard, west of 9¼ Avenue, north of Freeway 198, east of Douty Street, walk to Kennedy Jr. School.
6. That the students living south of Florinda Street, east of 9 ¼ Avenue, west of Vista Avenue, and north of Lacey Boulevard walk to the bus stop at Lacey Boulevard, west of Carolyn Avenue.
7. That the students living south of Freeway 198, west of 10th Avenue, north of Hanford- Armona Road, and east of 11th Avenue walk to the bus stop at Lincoln School.
8. That the students living south of Hanford-Armona Road, west of Santa Fe Railroad tracks, north of Houston Avenue, east of 11th Avenue walk to the bus stop at 11th Avenue and Thompson Drive.
9. That the students living south of Hanford-Armona Road, west of 10½ Avenue, north of Houston Avenue, and east of Santa Fe Railroad tracks walk to the bus stop at Hanford-Armona Road and 10½ Avenue.
10. That the students living south of Hanford-Armona Road, west of Foggy Bottom Road, north of Orchard Drive, and east of 10½ Avenue walk to the bus stop at Hanford-Armona Road and Jordan Way and the bus stop at 10th Avenue south of Hanford-Armona Road at Faria's Bakery.
11. That the students living south of Hume Avenue, west of 11th Avenue, north of Houston Avenue and east of 12th Avenue walk to the bus stop at MLK School.

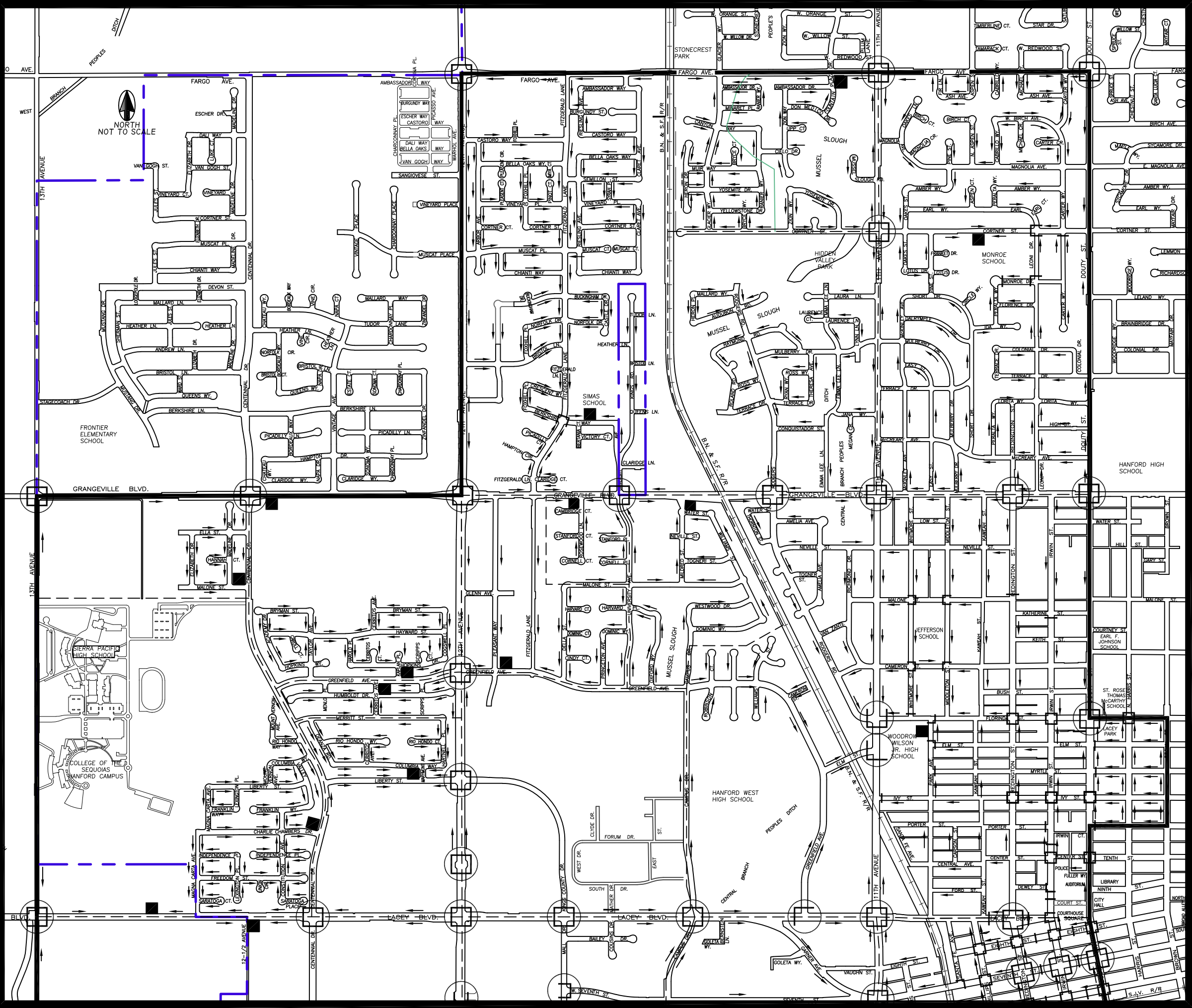
WILSON JR. HIGH SCHOOL

SUGGESTED ROUTE PLAN
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LEGEND

- BUS STOP
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- SCHOOL BOUNDARY
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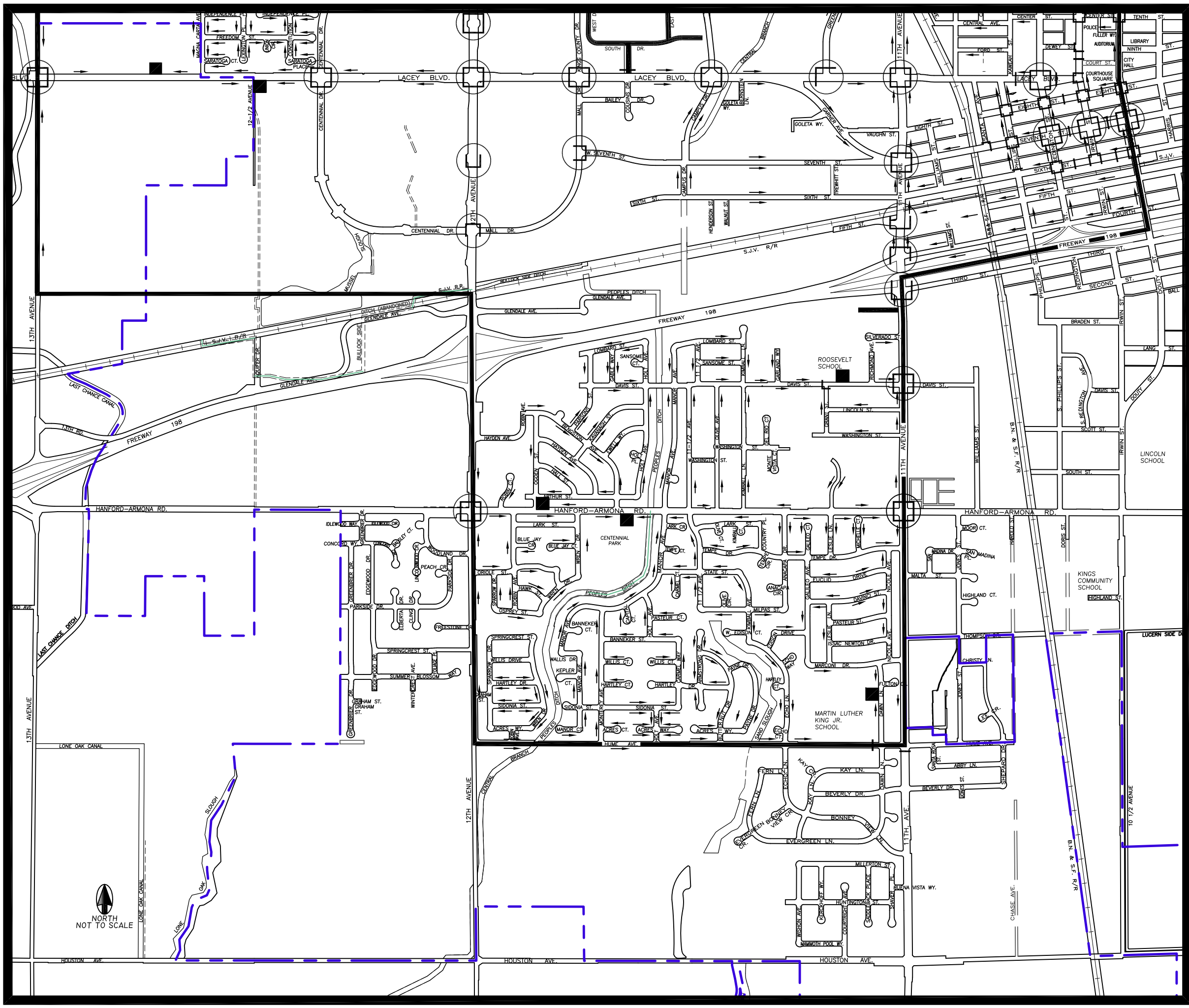
WILSON JR. HIGH SCHOOL

SUGGESTED ROUTE PLAN
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LEGEND

- BUS STOP
- SUGGESTED SCHOOL ROUTE
- CROSSWALK
- SCHOOL BOUNDARY
- SIGNAL



WILSON JR. HIGH SCHOOL

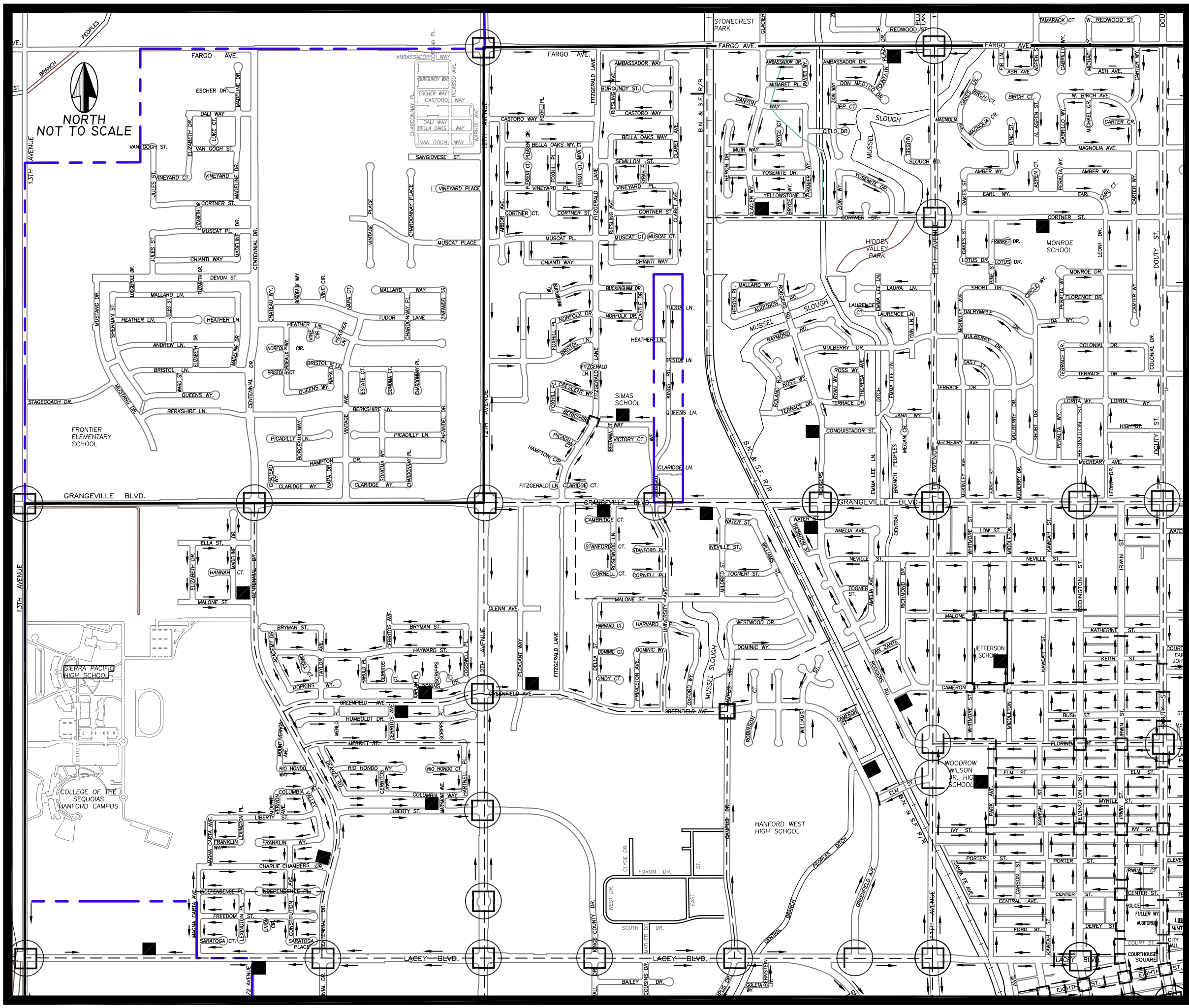
Suggested Route to

School The key elements of this plan are as follows:

1. That the students living south of Fargo Avenue, west of Santa Fe Railroad tracks, north of Grangeville Boulevard, and east of 12th Avenue walk to the bus stop at Simas School.
2. That the students living south of Fargo Avenue, west of 11th Avenue, north of Cortner Street, and east of Santa Fe Railroad tracks walk to the bus stop at Fargo Avenue and Fountain Plaza Drive.
3. That the students living south of Cortner Street, west of 11th Avenue, north of Grangeville Boulevard, and east of the Santa Fe Railroad tracks walk to Wilson Jr. High School.
4. That the students living south of Fargo Avenue, west of Douty Street, north of Grangeville Boulevard, and east of 11th Avenue walk to the bus stop at Monroe School.
5. That the students living south of Grangeville Boulevard, west of Centennial Drive, north of Bryman Street, and east of 13th Avenue walk to the bus stop at Malone Street and Centennial Drive.
6. That the students living south of Bryman Street, west of Centennial Drive, north of Lacey Boulevard, and east of 13th Avenue walk to the bus stop at Centennial Drive and Charlie Chambers Drive, the bus stop at 13th Avenue and Lacey Boulevard (mobile home park), and the bus stop at Grangeville Boulevard and Centennial Drive.
7. That the students living south of Grangeville Boulevard, west of 12th Avenue, north of Greenfield Avenue, and east of Centennial Drive walk to the bus stop at Greenfield Avenue and Kaplan Place.
8. That the students living south of Greenfield Avenue, west of 12th Avenue, north of Merritt Street, and east of Centennial Drive walk to the bus stop at Cerritos Avenue and Greenfield Avenue.
9. That the students living south of Merritt Street, west of 12th Avenue, north of Lacey Boulevard, and east of Centennial Drive walk to the bus stop at Liberty Street and Marymont Avenue.
10. That the students living south of Grangeville Boulevard, west of Fitzgerald Lane, south of Malone Street, west of University Avenue, north of Greenfield Avenue, and east of 12th Avenue walk to the bus stop at Pleasant Way and Greenfield Avenue.
11. That the students living south of Grangeville Boulevard, west of University Avenue, north of Malone Street, and east of Fitzgerald Lane walk to the bus stop at Rosewood Lane and Grangeville Boulevard.

Wilson Jr. High School, Suggested Route to School, continued

12. That the students living south of Grangeville Boulevard, west of Santa Fe Railroad tracks, north of Dominic Way, west of Campus Drive, north of Greenfield Avenue, and east of University Avenue walk to the bus stop at Mildred Street and Water Street.
13. That the students living south of Grangeville Boulevard, west of Douth Street, north of Florinda Street, west of Brown Street, north of Eleventh Street, west of Douth Street, north of Lacey Boulevard, east of Campus Drive, south of Dominic Way, and east of Santa Fe Railroad tracks walk to Wilson Jr. High School.
14. That the students living south of Lacey Boulevard, west of 12th Avenue, north of San Joaquin Valley Railroad tracks, and east of 13th Avenue walk to the bus stop at Lacey Boulevard and Hofman's Nursery.
15. That the students living south of Lacey Boulevard, west of Douth Street, north of Freeway 198, and east of 12th Avenue walk to Wilson Jr. High School.
16. That the students living south of Freeway 198, west of Ogden Street, south and west of Bengston Avenue, north of Hanford-Armona Road, and east of 12th Avenue walk to the bus stop at Hanford-Armona Road and Ogden Street.
17. That the students living south of Freeway 198, west of 11th Avenue, north of Hanford- Armona Road, and east of Bengston Avenue walk to the bus stop at Roosevelt School.
18. That the students living south of Hanford-Armona Road, west of the extension of Country Place/Kimball Avenue/Butternut Drive, north of Hume Avenue, and east of 12th Avenue walk to the bus stop at Hanford-Armona Road and Centennial Park.
19. That the students living south of Hanford-Armona Road, west of 11th Avenue, north of Hume Avenue, and east of the extension of Butternut Drive/Kimball Avenue/Country Place walk to the bus stop at King School.

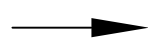


JEFFERSON SCHOOL

SUGGESTED ROUTE PLAN
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LEGEND

-  BUS STOP
-  SUGGESTED SCHOOL ROUTE
-  CROSSWALK
-  SCHOOL BOUNDARY
-  SIGNAL

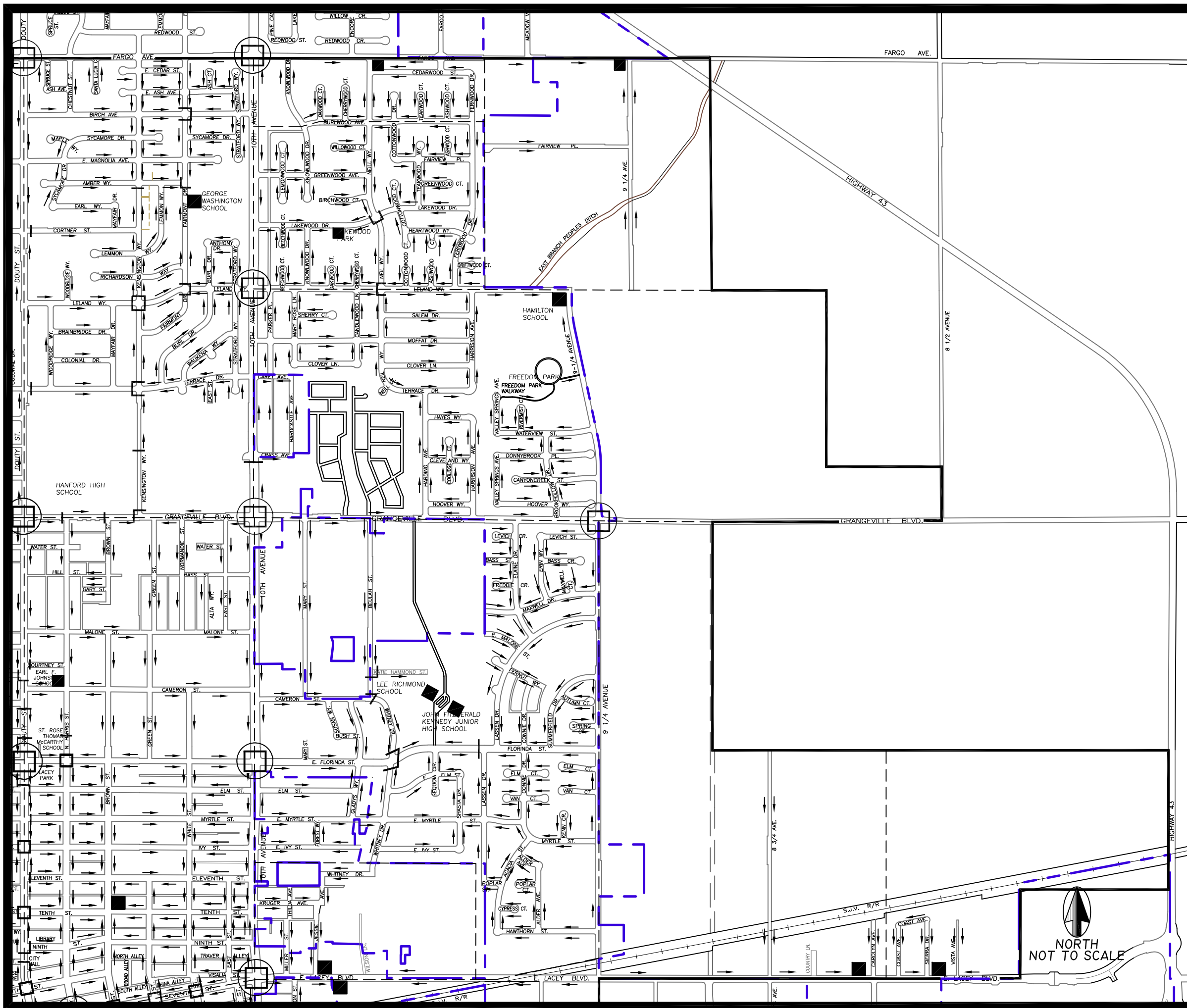
JEFFERSON SCHOOL

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LEGEND

- BUS STOP
- SUGGESTED SCHOOL ROUTE
- CROSSWALK
- SCHOOL BOUNDARY
- SIGNAL



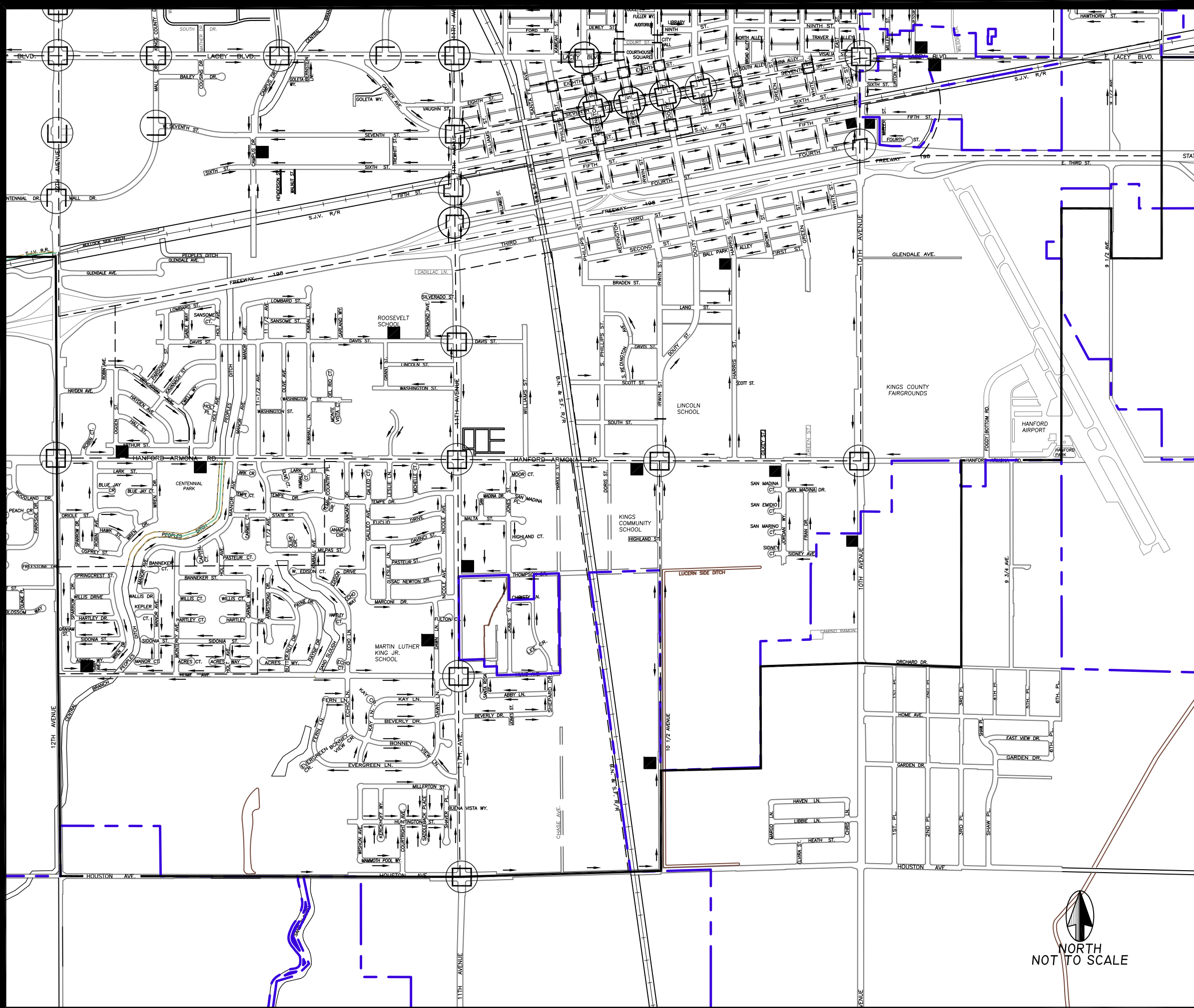
JEFFERSON SCHOOL

SUGGESTED ROUTE PLAN
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LEGEND

- BUS STOP
- SUGGESTED SCHOOL ROUTE
- CROSSWALK
- SCHOOL BOUNDARY
- SIGNAL



JEFFERSON SCHOOL
Suggested Route to School

The key elements of this plan are as follows:

1. That the students living south of Fargo Avenue, east of 12th Avenue, west of Santa Fe Railroad tracks, north of Grangeville Boulevard, walk to the bus stop at Simas School.
2. That the students living south of Fargo Avenue, east of Santa Fe Railroad, west of Peoples Ditch, north of Cortner Street walk to the bus stop at Cortner Street and Glacier Way.
3. That the students living south of Fargo Avenue, east of 11th Avenue, west of Peoples Ditch, north of Cortner Street walk to the bus stop at Fargo Avenue and Fountain Plaza Drive.
4. That the students living south of Fargo Avenue, west of Douty Street, north of Grangeville Boulevard, east of 11th Avenue walk to the bus stop at Monroe School.
5. That the students living south of Cortner Street, west of Douty Street, north of Grangeville Boulevard, east of Santa Fe Railroad walk to the bus stop at Rodgers Road and Conquistador Street.
6. That the students living south of Grangeville Boulevard, west of 12th Avenue, north of Greenfield Avenue, east of Centennial Drive walk to the bus stop at Greenfield Avenue and Kaplan Place.
7. That the students living south of Greenfield Avenue, west of 12th Avenue, north of Merritt Street, east of Centennial Drive walk to the bus stop at Cerritos Avenue and Greenfield Avenue.
8. That the students living south of Merritt Street, west of 12th Avenue, north of Lacey Boulevard, east of Centennial Drive walk to the bus stop at Liberty Street and Marymont Avenue.
9. That the students living south of Greenfield Avenue, west of Centennial Drive, north of Independence Place, east of Magna Carta Avenue walk to the bus stop at Centennial Drive and Charlie Chambers Drive.
10. That the students living south of south of Independence Place, west of Centennial Drive, north of Lacey Boulevard, east of 13th Avenue walk to the bus stop at Lacey Boulevard and Magna Carta Avenue.
11. That the students living south of Malone Street, west of University Avenue, north of Greenfield Avenue, east of 12th Avenue walk to the bus stop at Greenfield Avenue and Pleasant Way.

Jefferson School, Suggested Route to School, continued

12. That the students living south of Grangeville Boulevard, west of Santa Fe Railroad, north of Greenfield Avenue, east of Fitzgerald Lane walk to the bus stop at Grangeville Boulevard and Mildred Street.
13. That the students living south of Dominic Way, west of Santa Fe Railroad, north of Lacey Boulevard, east of Campus Drive walk to the bus stop at Greenfield Avenue and Elm Street.
14. That the students living south of Grangeville Boulevard, west of Douty Street, north of Ivy Street, east of 11th Avenue walk to Jefferson School.
15. That the students living south of Florinda Street, west of Douty Street, north of Lacey Boulevard, east of Santa Fe Railroad walk to the bus stop at Woodrow Wilson for transfer to Jefferson.
16. That the students living south of Fargo Avenue, west of 10th Avenue, north of Grangeville Boulevard, east of Douty Street walk to the bus stop at George Washington School.
17. That the students living south of Fargo Avenue, west of Fernwood Drive, north of Burlwood Avenue, east of 10th Avenue walk to the bus stop at Neill Way and Cedarwood Street.
18. That the students living south of Burlwood Avenue, west of Fernwood Drive, north of Leland Way, east of 10th Avenue walk to the bus stop at Lakewood Drive east of Knowlwood Drive.
19. That the students living south of Fargo Avenue, west of Highway 43, north of Leland Way, east of Fernwood Drive walk to the bus stop at Fargo Avenue and 9 ¼ Avenue.
20. That the students living south of Leland Way, west of 9 ¼ Avenue, north of Grangeville Boulevard, east of 10th Avenue walk to the bus stop at Hamilton School.
21. That the students living south of Grangeville Boulevard, west of 10th Avenue, north of Seventh Street, west of Douty Street walk to the bus stop at Tenth Street and Brown Street.
22. That the student living south of Grangeville Boulevard, west of Beulah Street, north of Whitney Drive, east of 10th Avenue walk to the bus stop at John F. Kennedy Jr. High School.
23. That the students living south of Grangeville Boulevard, west of 9 ¼ Avenue, north of Lacey Boulevard, east of Whitney Drive walk to the bus stop at John F. Kennedy Jr. High School.
24. That the students living south of San Joaquin Railroad, west of Vista Avenue, north of Lacey Boulevard, east of Coast Avenue walk to the bus stop at Sierra Drive.

Jefferson School, Suggested Route to School, continued

25. That the students living south of Florinda Street, west of Coast Avenue, north of Lacey Boulevard, east of 9 ¼ Avenue walk to the bus stop at Lacey Boulevard and Carolyn

Avenue.

26. That the students living south of Whitney Drive, west of Lassen Drive, north of Lacey Boulevard, east of 10th Avenue walk to the bus stop at Lacey Boulevard and Jessie Avenue.
27. That the students living south of Lacey Boulevard, west of 11th Avenue, north of Highway 198, east of 12th Avenue walk to the bus stop at Campus Drive and Sixth Street.
28. That the students living south of Seventh Street, west of 10th Avenue, north of Highway 198, east of Douty Street walk to the bus stop at 10th Avenue and Fifth Street.
29. That the students living south of Lacey Boulevard, west of 9 ¼ Avenue, north of San Joaquin Railroad, east of 10th Avenue walk to the bus stop at Lacey Boulevard and Wilson Lane.
30. That the students living south of San Joaquin Railroad, west of Wilson Lane, north of Highway 198, east of 10th Avenue walk to the bus stop at 10th Avenue and Fifth Street.
31. That the students living south and west of Bengston Avenue, north of Hanford-Armona Road, east of 12th Avenue walk to the bus stop at Hanford-Armona Road and Ogden Street.
32. That the students living south of Highway 198, west of 11th Avenue, north of Hanford-Armona Road, east of Bengston Avenue walk to the bus stop at Roosevelt School.
33. That the students living south of Highway 198, west of 10th Avenue, north of Hanford-Armona Road, east of Santa Fe Railroad walk to the bus stop at Harris Street and First Street.
34. That the students living south of Hanford-Armona Road, west of Butternut Drive, north of Hume Avenue, east of 13th Avenue walk to the bus stop at Hanford-Armona Road and Bengston Avenue.
35. That the students living south of Hanford-Armona Road, west of 11th Avenue, north of Houston Avenue, east of Butternut Drive walk to the stop at M.L.K. School.
36. That the students living south of Hanford-Armona Road, west of Santa Fe Railroad, north of Buena Vista Way, east of 11th Avenue walk to the bus stop at 11th Avenue and Thompson Drive.
37. That the students living south of Hanford-Armona Road, west of 10 ½ Avenue, north of Thompson Drive, east of Santa Fe Railroad walk to the bus stop at Hanford-Armona Road and 10 ½ Avenue.

Jefferson School, Suggested Route to School, continued

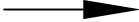
38. The students living south of Hanford-Armona Road, west of 10 ½ Avenue, north of Houston Avenue, east of Santa Fe Railroad walk to the bus stop at 10 ½ Avenue north of Houston Avenue.
39. That the student living south of Hanford-Armona Road, west of Fran Drive, north of Houston Avenue, east of 10 ½ Avenue walk to the stop at Hanford-Armona Road and Jordan Way.
40. That the students living south of Hanford-Armona Road, west of 10th Avenue, north of Camino Ramon, east of Fran Drive walk to the bus stop at 10th Avenue south of Hanford- Armona Road.

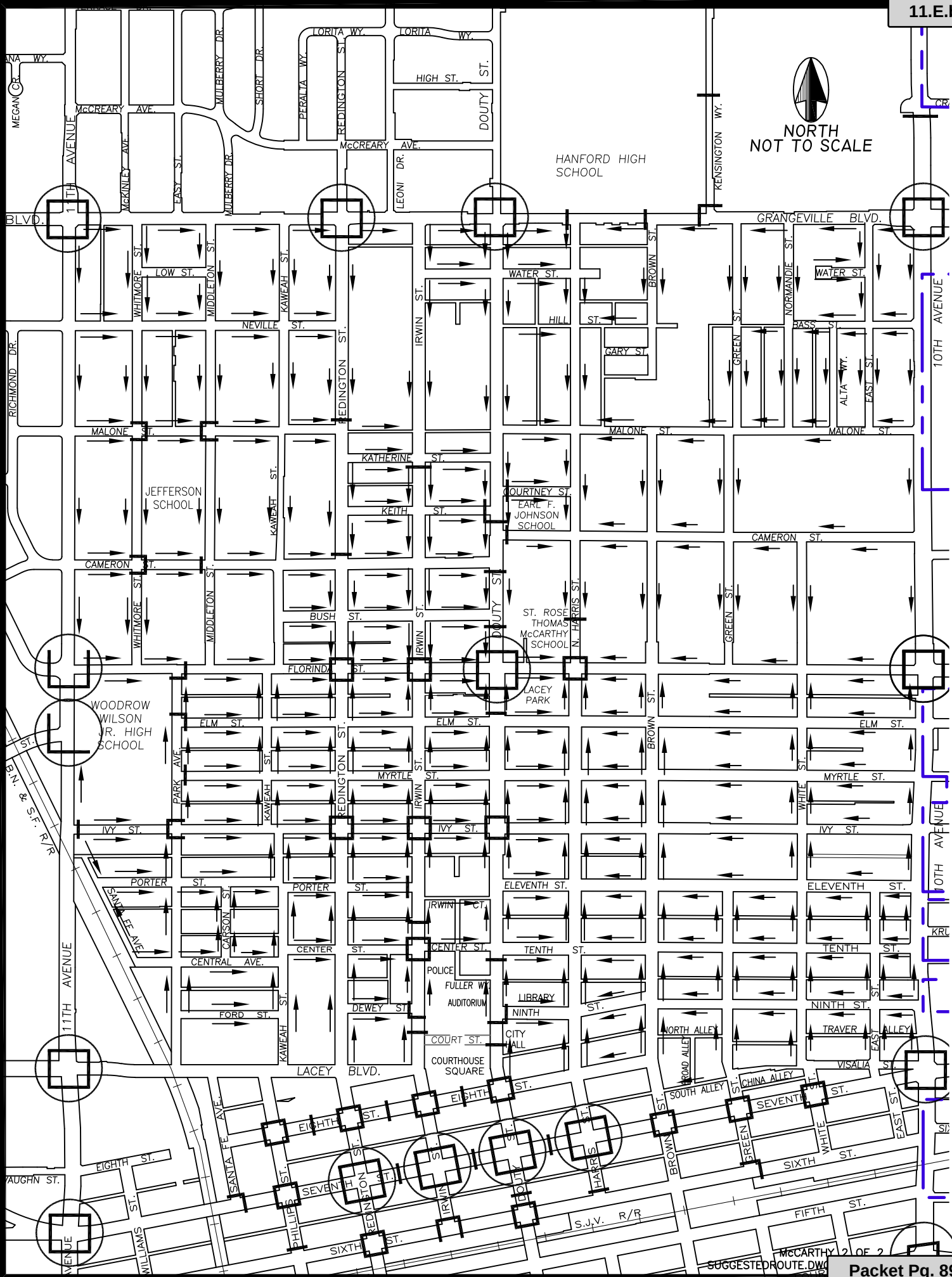
SAINT ROSE-THOMAS McCARTHY CATHOLIC SCHOOL

SUGGESTED ROUTE PLAN PAGE 1 OF 2



LEGEND

	BUS STOP
	SUGGESTED SCHOOL ROUTE
	CROSSWALK
	SCHOOL BOUNDARY
	SIGNAL





AGENDA STAFF REPORT

MEETING DATE: 8/3/2021	AGENDA SECTION: F
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SUBJECT:

Public Works: Authorization for a sole source purchase of eight (8) Autoscope Vision detection cameras from Econolite of Anaheim, CA in the amount of \$39,109.58

RECOMMENDATION:

That the City Council, by motion, authorize the sole source purchase of (8) eight Autoscope Vision detection cameras, and related supplies, from Econolite of Anaheim, CA in the amount of \$39,109.58 (tax and freight included).

BACKGROUND:

The City of Hanford currently specifies the Econolite Autoscope Video detection in its current standards on all new intersections. The Autoscope Vision cameras provide vehicle detection and bicycle differentiation using a high definition video sensor. The cameras helps improve safety, reduce vehicle emissions, and mitigate traffic congestion. Vision detection allows for improved visibility during fog related issues, allowing for fewer delays during the winter months and allows for bicycle detection for our cycling community.

Since Econolite of Anaheim, CA is the only provider of the Autoscope cameras, this is considered a sole source purchase.

The new cameras will be placed at the following locations:

1. 11th and Davis
2. Grangeville Boulevard and Redington Street

FISCAL IMPACT:

The FY 21/22 Fixed Asset budget provides \$42,400 for the purchase of (8) eight Autoscope Vision video detection cameras.

ATTACHMENTS:

Econolite Signal Quote



Quotation

7/23/2021

To:	Russell Sterling Hanford, CA; City of 900 South 10th Avenue Hanford, CA 93230 USA	Quote Name: Autoscope Vision Quote Project Reference: Econolite Reference: Q-05232-B1L4
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Item #	Part	Qty	Description	Tariff	Price per	Extended
1	AVISION	8	VISION VIDEO SENSOR	\$0.00	\$4,200.00	\$33,600.00
2	34238G110 AMBKTM11S	8	BRKT,CAM,S/P 8.5" STRGHT 90 DEG TO BASE	\$0.00	\$47.20	\$377.60
3	1175-010	2,000	CABLE,ROUND,3 COND, 500' 18 AWG, BLK POLYETHYLENE JCKT	\$0.00	\$0.63	\$1,260.00
4	33550G5	2	ASSY,CABLE, CNTRLR TO A/SCOPE TS2-RS485	\$1.14	\$53.60	\$107.20
5	FSR-SVC-DET	2	DETECTION INSTALLATION LABOR; INCLUDES 4 HOURS OF FSR SUPPORT	\$0.00	\$600.00	\$1,200.00

SubTotal	\$36,544.80
Shipping & Handling*	
Taxes**	\$2,562.50
Tariffs**	\$2.28
TOTAL	\$39,109.58

1250 N. Tustin Ave. Anaheim, Ca. 92807

econolite.com/feedback



AGENDA STAFF REPORT

MEETING DATE: 8/3/2021	AGENDA SECTION: G
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SUBJECT:

Public Works: Authorization to purchase the Centracss Essentials system, wireless cellular modems for 11 traffic signals and initial system startup from Econolite of Anaheim, CA in the amount of \$29,700.00.

RECOMMENDATION:

That the City Council, by motion, authorize the purchase of the Centracss Essentials system, wireless cellular modems for 11 traffic signals and initial system startup from Econolite of Anaheim, CA in the amount of \$29,700.00.

BACKGROUND:

The Centracss system which is serviced by Econolite, will utilize all of the existing traffic controllers while only requiring the installation of new cellular modems and Ethernet ports within the existing equipment.

Centracss has many new features including, traffic signal performance measures, intersection status, performance of traffic counting which will alleviate the use of staff time, and notification of issues with performance of the signal. This new system will also allow emails and text messages to be sent to City staff to notify them of issues as they happen, prior to citizens calling in to notify staff of functional problems with the traffic signals, which will eliminate downtime and dangerous outages.

FISCAL IMPACT:

The FY 21/22 adopted budget appropriated \$37,400 for the purchase of the Centracss monitoring system and hardware for the 11 traffic signals. The monthly cellular service fee for the modems equals \$5,278.68 per year in additional charges, which is included in the 2021-22 Streets Division operating budget.

ATTACHMENTS:

Centracs Quote



Econolite Systems

City of Hanford, California

Centracs Essentials Expansion Quote

July 23, 2021

Econolite Systems, Inc. is pleased to offer you the following quotes at the prices and terms set forth in this letter and subject to agreement on terms in any resultant contract/agreement.

Attachment: Centracs Quote (PW: Purchase of Centracs Monitoring System)

Hanford, California

Centracs Essentials Expansion
Quote

ITEM #	Item Description	Unit	Qty	Unit Price	Total
1	Centracs Essentials – Configuration	LS	1	\$9,625	\$9,625
	Included: Econolite Systems quote includes pricing to supply the following items. - Initial Centracs Essentials configuration for up to 11 intersections. Assumptions: - Controllers & firmware that work with Centracs Essentials. - End-to-end, operational IP-based communications to the 11 traffic signal controllers. - Agency will provide VPN and/or remote access to the intersections. - Agency & Econolite execute the Centracs Essentials Cloud Services Agreement. - Any project specific testing is not included. - Any project specific documentation and training is not included.				
2	Centracs Essentials – System Service (1 Year)	Int.	11	\$365	\$4,015
	Included: Econolite Systems quote includes pricing to supply the following items. Provide Centracs Essentials and Timing system service for up to 11 intersections for 1 year. Not Included: Any of the following is not included within Econolite Systems' quote: controllers, firmware, database conversions, or any spare equipment.				
3	Wireless Cellular Modem	EA	11	\$1,310	\$14,410
	Included: Econolite Systems quote includes pricing to supply the following items. - Sierra Wireless MP70, includes 4 Ethernet ports. - Power supply - Cellular Antenna				
4	Communications Support	LS	1	\$1,650	\$1,650
	Included: Econolite Systems quote includes pricing to support the City's configuration of the wireless cellular modems Assumption: - Equipment configuration and installation to be performed by City. - Cellular service to be provided by City.				
					TOTAL PRICE \$29,700

Attachment: Centracs Quote (PW: Purchase of Centracs Monitoring System)

Hanford, California

Centracs Essentials Expansion Quote

General Terms & Conditions

1. All prices quoted inclusive of freight.
2. All prices quoted inclusive of sales tax.
3. Payment shall be in accordance with the mutually agreed upon contract.
4. Price quotation is valid for 60-days.

Special Conditions

1. Please examine explanation below each bid item carefully for inclusions and exclusions.

Quote Date: July 23, 2021

Quoted by: Marc A. Porter

Vice President

mporter@econolite.com



Contact: (310) 418-1663

Signature

Attachment: Centracs Quote (PW: Purchase of Centracs Monitoring System)



AGENDA STAFF REPORT

MEETING DATE: 8/3/2021

AGENDA SECTION: H

SUBJECT:

Public Works: Approval for the purchase of commercial trash and recycle dumpsters from Wastequip of Taft, CA in an amount not to exceed \$170,000 for fiscal year 2021/22.

RECOMMENDATION:

The City Council, by motion, approve the purchase of commercial trash and recycle dumpsters from Wastequip of Taft, CA in an amount not to exceed \$170,000 for fiscal year 2021/22.

BACKGROUND:

In order to keep up with refuse service to new businesses and to replace dumpsters which have deteriorated and cannot be repaired, the Public Works Department - Refuse Division budget includes annual funding for the purchase of new dumpsters to maintain an adequate inventory.

At a delivered cost of approximately \$600 to \$900 each (depending on size), the funding is sufficient to purchase approximately 215 dumpsters over the course of the year.

The existing inventory of all City commercial refuse containers was previously purchased from Confab Containers, which was recently acquired by Wastequip. Staff is requesting that the Council approve the sole source purchase from Wastequip because of the benefit of maintaining one brand in inventory. This also allows the City to carry fewer repair parts and utilizes the City's existing parts inventory. This helps avoid the overall cost of ordering and storing additional inventory from a separate vendor. Wastequip containers are very dependable and the company has handled warranty issues without exception.

In addition, as a governmental entity, the City is able to "piggy-back" on various contracts at pre-negotiated contract pricing, including contracts listed by Sourcewell purchasing cooperative. Sourcewell uses a competitive bid process to select product suppliers, and each product category undergoes a competitive approach to negotiate contracts for those products. Wastequip has undergone this process and has been designated as a low-cost supplier for waste and recycling

equipment and containers. The Sourcewell contract No. 040621-WQI is valid through June 2025.

FISCAL IMPACT:

Due to recent changes in tipping fees at the Kings Waste and Recycling Authority, the \$136,000 portion of this purchase from refuse operations would be covered by these cost reductions. The remaining \$21,250 would be funded through Refuse impact fees.

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 8/3/2021	AGENDA SECTION: I
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SUBJECT:

Public Works: Authorization to purchase automated refuse containers from Toter Wastequip LLC., of Statesville, North Carolina in an amount not to exceed \$152,640 for fiscal year 2021/22.

RECOMMENDATION:

The City Council, by motion, authorize a the purchase of automated refuse containers from Toter Wastequip LLC., of Statesville, North Carolina in an amount not to exceed \$152,640 for fiscal year 2021/22.

BACKGROUND:

In order to keep up with refuse service to new households and to replace automated containers which have deteriorated and cannot be repaired, the Public Works Department - Refuse Division budget includes funding annually for the purchase of new residential containers. At a cost of approximately \$60 per container, the approved funding is sufficient to purchase approximately 2500 containers over the course of one year.

Staff is requesting that the Council approve the sole source purchase from Toter Wastequip for the following reasons:

1. They supply the existing brand of all residential refuse containers in use in the City, and it is of financial benefit to the City to maintain just one brand of inventory.
2. Maintaining one brand of containers will allow repairs to be made, when necessary, utilizing the City's existing parts inventory and reduce the overall cost of ordering and storing future parts and additional inventory from a separate vendor.
3. The City has previously utilized the sole source purchase approach and has purchased thousands of refuse containers from Toter Wastequip over the years. They are very dependable and have handled any warranty issues the City has encountered without question.

As a governmental entity, the City is able to "piggy-back" on various contracts at pre-negotiated contract pricing, including contracts listed by the Sourcewell purchasing cooperative.

Sourcewell uses a competitive bid process to select product suppliers, and each product category undergoes a competitive approach to negotiate contracts for those products. Toter Wastequip has undergone this process and has been designated as a low-cost supplier for waste and recycling equipment and containers. The Sourcewell contract No. 040621-WQI is valid through June 2025.

FISCAL IMPACT:

Due to recent changes in tipping fees at the Kings Waste and Recycling Authority, the \$114,480 portion of this purchase from refuse operations would be covered by these cost reductions. The remaining \$38,160 would be funded through Refuse impact fees.

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 8/3/2021	AGENDA SECTION: J
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SUBJECT:

Public Works: Authorization to purchase replacement water meters from Zenner Performance Meters in an amount not to exceed \$150,000.00 and the purchase of replacement Automated Meter Reading equipment from Zenner Performance Meters in an amount not to exceed \$150,000.00.

RECOMMENDATION:

That the Council, by motion,

1. Authorize the purchase of replacement water meters from Zenner Performance Meters in an amount not to exceed \$150,000.00;
2. Authorize the purchase of replacement Automated Meter Reading equipment from Zenner Performance Meters in an amount not to exceed \$150,000.00.

BACKGROUND:

The City of Hanford utilizes Zenner Performance Meters for their Firefly units for Automated Meter Reading (AMR) within the water system and for water meters.

The equipment installed at each service location consists of a meter, a transceiver, and the automated meter reader itself. It is the AMR system that sends usage information to the city for monitoring of the water system and billing information. Of the 17,000 AMR's installed, approximately 20 units fail each week, or about 1000 per year. The cost to replace each unit is \$90. Replacing these units as they fail allows the system to function as intended without requiring a manual read of the meter.

In previous years, the City purchased both the AMR equipment as well as the meters utilizing the same purchase order. Staff is seeking to separate the purchases in order to better track costs associated with system maintenance and installation.

New Finance directives require that a purchase order be issued prior to the purchase of equipment. These Purchase Orders, each in the amount of \$150,000, will cover the cost of all replacement equipment for the year, thereby eliminating the need for Council to approve additional purchase orders as more units are needed.

FISCAL IMPACT:

The FY 2022 CIP budget includes \$242,148 in the AMR Replacement Account to fund the purchase of replacement AMR equipment and an additional \$315,790 to fund the purchase of water meters.

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 8/3/2021	AGENDA SECTION: K
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SUBJECT:

Public Works: Authorization to award the repair of one Falk gear box at the Wastewater Treatment Facility influent pump station to Motion Industries of Visalia, CA at a cost of \$42,777.31.

RECOMMENDATION:

That the Council, by motion, authorize the repair of one Falk gear box at the Wastewater Treatment Facility influent pump station by Motion Industries of Visalia, CA at a cost of \$42,777.31

BACKGROUND:

The City of Hanford Wastewater Treatment Facility (WWTF) has a total of two (2) Internalift screw pumps which are designed with a Falk gear box. These screw pumps convey wastewater from the sewer collection system into the treatment facility for processing. Typically, one screw pump is online, with the second pump in standby.

Over the past year, one of the gear boxes failed and was replaced. Upon inspection by Motion Industries, it was determined that the failed gear box could be repaired to like new condition and, if repaired, would carry the same warranty as new equipment. In addition, the cost to repair the gear box would be approximately 40% less expensive than purchasing a new one.

The lead time to replace the gear box is approximately 10-14 weeks. Should one of the existing gear boxes fail, the WWTF would be reliant on a single piece of equipment for an extended amount of time. Staff recommends that the gear box be repaired and be kept as a spare that could be installed quickly to maintain facility operation.

Motion Industries is the only factory authorized service and repair shop in the Kings-Tulare County area.

FISCAL IMPACT:

There is sufficient funding for this project in the approved FY2021-22 budget out of the wastewater operations (2071) fund.

ATTACHMENTS:

Internal Lift Gear Box



Quote

MOTION INDUSTRIES

9644 W. NICHOLAS AVE

VISALIA, CA 93291

PHONE : 5596510111

FAX : 5596511078

Date: 06/04/21

Note: Due to recent volatility of raw materials, price and delivery are subject to change based on availability at time of order.

Requests for statutory and regulatory documentation (REACH, RoHS, California Prop 65, Conflict Minerals, Certificates of Conformance, Safety Data Sheets, and other applicable compliance documents) for the product(s) in this order must be communicated by the customer to the Motion Industries, Inc. sales representative at the time the order is placed. Motion Industries, Inc. cannot accept requests for these documents after completion of the sale.

To:

CITY OF HANFORD
900 S SOUTH ST
HANFORD, CA 93230
PO: FALK GEARBOX

Quote Number: CA31 - 405471
Customer RFQ: FALK GEARBOX
FOB: FOB ORG,FRT PP&ADD
Quote Sent By: BRAD
Payment Terms: 1% 10 & 25TH NET 30
Delivery: STOCK UNLESS NOTED

DIRECT SHIP

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
LINE ITEM: 001					
2120FC2BES-31.89 M/O 12-OR1448-01		1	EA	\$39,885.600	\$39,885.60
ITEM NO: 99999999	FALK				
DELIVERY DATE: 04/07/21					

Attachment: Internal Lift Gear Box (PW: Repair gearbox for influent pump station.)

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTIONINDUSTRIES.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.

Description	Manufacturer	Quantity	Unit	Unit Price	11.K.a
PLEASE NOTE UNIT NEEDS THE FOLLOWING REPLACE ALL BEARINGS RECHROME SHAFT WORN AREAS. REPLACE ALL SEALS SHIM KIT NEW BACKSTOP SIGHT GLASS BREATHER REPLACE BOLTS DEEP CLEAN UNIT ASSEMBLE TEST PAINT BACKSTOP HAS A 8-10 WEEK LEAD TIME 2-DAYS FOR ASSEMBLE					
				SUB TOTAL:	\$39,885.60
				SALES TAX:	\$2,891.71
				TOTAL: USD	\$42,777.31
Want to view inventory and place orders on-line? MotionIndustries.com can meet your needs. Register On-line at www.MotionIndustries.com .					

Attachment: Internal Lift Gear Box (PW: Repair gearbox for influent pump station.)

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTIONINDUSTRIES.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.



AGENDA STAFF REPORT

MEETING DATE: 8/3/2021	AGENDA SECTION: L
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SUBJECT:

Public Works: Approval of Final Map and Subdivision Agreement for Tract No. 865, Live Oak East Phase 1 Subdivision (Houston Avenue & Alpine Avenue)

RECOMMENDATION:

That the City Council, by motion, approve the Final Map and Subdivision Agreement for Tract No. 865, Live Oak East Phase 1 and accept all easements and dedications offered for public use.

BACKGROUND:

The final subdivision map for Tract No. 865, Live Oak East Phase 1 Subdivision, a 100 -lot subdivision, has been checked and approved by staff. The developer of Tract No. 865, Live Oak East Phase 1 Subdivision, is San Joaquin Valley Homes, Presidio JJR Sterling Oaks 104, LLC and Presidio JJR Hidden Oaks 104, LLC a Delaware Limited Liability Company .

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 865, Live Oak East Phase 1- Final Subdivision Agreement - SIGNED
TR 865, Live Oak East Phase 1 - FINAL MAP for signature

**CITY OF HANFORD
SUBDIVISION AGREEMENT**

TRACT 865 UNIT I – LIVE OAK EAST PHASE I

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between PRESIDIO JJR STERLING OAKS 104, LLC AND PRESIDIO JJR HIDDEN OAKS 104, 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. 865 Unit I ("SUBDIVISION"). The real property is to be developed in accordance with subdivision improvement plans, which have been filed with the City Engineer and are made a part hereof by reference and identified as Exhibit "B" ("Improvement Plans"). SUBDIVIDER has requested that the CITY accept and approve the Final Map and the dedications delineated and shown on the Final Map for the use and purposes specified thereon, and otherwise approve the Final Map in order that the same may be recorded as required by law.

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

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

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

NOW THEREFORE, it is hereby agreed as follows:

1. Improvements.

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

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

2. Inspection.

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

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

CITY shall schedule a preliminary final inspection and a deficiency list shall be compiled and submitted to the SUBDIVIDER for correction. Upon completion of all corrections or additional work as outlined by the deficiency list, the SUBDIVIDER shall certify in writing that all corrections have been completed and request a final inspection. Upon finding that all items have been corrected and upon receipt of as-built improvement plans, the Improvements may be provisionally accepted by the CITY pending approval of the final map and subdivision agreement for Tract No. 865 Unit I, by the City Council.

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

3. Costs and Fees.

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

4. Security.

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

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

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

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

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

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

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

5. Liability.

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

- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than FIVE MILLION AND NO/100 DOLLARS (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TEN MILLION AND NO/100 DOLLARS (\$10,000,000), twice the required occurrence limit.**
- (2) Automobile Liability: ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than FIVE MILLION AND NO/100 DOLLARS (\$5,000,000) per accident for bodily injury and property damage.**
- (3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.**

If SUBDIVIDER maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by SUBDIVIDER. SUBDIVIDER's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

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

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

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

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

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

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

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

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

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

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

any loss under such insurance. SUBDIVIDER agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

6. Indemnification.

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

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

7. Restriction on Sale of Lots

SUBDIVIDER acknowledges that, pursuant to the terms of that First Amendment to Development Agreement ("Development Agreement") recorded on September 23, 2016 as Document No.

1616867, the CITY and the developers of the residential project known as “Live Oak,” intend for a Community Facilities District (CFD) to be formed for the purpose of funding and assuring the long-term operation and maintenance of certain public improvements associated with the Live Oak project, including, without limitation, public landscaping and irrigation improvements, bike trails, parks, and open-space and storm drainage facilities (collectively “CFD Improvements”). It is further contemplated that the developers who own the land comprising the Live Oak project and who are parties to the Development Agreement (collectively “Developers”) will cast the votes required under the California Government Code to establish the CFD and approve the special taxes (“Special Taxes”) to be levied by the CFD to operate and maintain the CFD Improvements.

SUBDIVIDER wishes to commence construction of homes prior to the completion of the process to form the CFD and establish the tax levy, and the CITY is willing to accommodate SUBDIVIDER by processing the Final Map. In exchange for the CITY’s accommodation, SUBDIVIDER hereby agrees that it will not sell any of the lots created by the Final Map until the CFD is established and the Special Taxes are approved by the Developers and levied by the Hanford City Council. SUBDIVIDER acknowledges that such commitment by SUBDIVIDER will accomplish the intent of the Development Agreement parties described in the preceding paragraph. CITY represents that it will utilize commercially reasonable effort to timely complete the process to form the CFD and levy the Special Taxes.

SUBDIVIDER’s breach of this section shall constitute a default under this Agreement and the Development Agreement.

8. Permits and Compliance.

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

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

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

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

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

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

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

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

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

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

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

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

9. 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.

10. 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.

11. 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.

12. Prevailing Wage Laws, Rules and Regulations.

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

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

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

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

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

13. 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.

14. 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.

15. 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.

16. 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.

17. Governing Law.

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

18. Time of the Essence.

Time is of the essence of this Agreement.

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

28 day of July, 2021.

SUBDIVIDER:

Presidio JJR Sterling Oaks 104, LLC &
Presidio JJR Hidden Oaks 104, LLC
A Delaware Limited Liability Company
By: JJR Management Service, 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

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.

\$472,804.80**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.

\$788,119.80**Water System**

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

\$1,055,564.9**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.

\$971,352.92**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.

\$1,492,880.88

Street Lighting

Install street lighting as shown on the approved Improvement Plans in accordance with City Standards and Specifications. **\$256,100.00**

Street Barricades

Install street barricades as shown on the approved Improvement Plans in accordance with City Standards and Specifications. **\$13,650.00**

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. **\$2,883,983.53**

Monuments and Lot Markers

Install permanent monuments and lot markers in accordance with City Standards and Specifications. **\$13,260.00**

Engineering Services

Engineering, surveying, & geotechnical services associated with Completion of the Subdivision Improvements. **\$173,654.00**

Earthwork Improvements

- Excavation & Compaction **\$307,991.84**
- Subgrade Compaction & Fine Grade **\$350,560.08**
- Final Lot Grading **\$460,065.80**
- Total Improvements subject to Plan Review & Insp. Fees **\$10,244,238.71**

Private Utilities

- Applicant Install Utilities Onsite Construct **\$486,902.69**

Total Estimated Improvement Cost (To be bonded with Final Map) **\$10,731,141.39**

SECURITY REQUIREMENTS

Performance **\$10,731,141.39**
 Labor and Materials **\$5,365,570.70**
 Warranty (Minimum 12-mo. from N.O.C.) **\$1,073,114.14**

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	\$ 209,622.83

Total City Engineering Review and Inspection Fee obligation	\$ 219,547.83
Fee balance payable with this Agreement Acct. #001-2010-4937	<u>\$ 219,547.83</u>

NOTE:

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

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

12 th Ave. Sewer Benefit District, Acct. #161-2161-5494 (27.25 Ac @ \$1,734.30/Ac)	<u>\$ 22,899.09</u>
Street Sign Fee, Acct. #001-2010-4937 (9 @ \$200.00 Ea.) (Per intersection cost for sign blades furnished by City.)	<u>\$ 2,600.00</u>
Final Map Review Fee, Acct. #001-2010-4937 (Determined at completion of final map review.)	<u>\$ x.xx</u>
Engineering Plan Review & Inspection Fees, Acct. #001-2010-4937	<u>\$219,547.83</u>
Storm Drainage Impact Fees, Acct. #184-2184-5504 (N/A) (Onsite drainage Basin provided, no impact to existing City drainage facilities)	<u>\$ 0.00</u>
Building Dept. block wall plan review fees paid from Acct. #001-2010-4937	<u>\$ x.xx</u>
SUBTOTAL	<u>\$245,046.92</u>
PAID	<u>\$245,046.92</u>
BALANCE DUE:	<u>\$ 0.00</u>

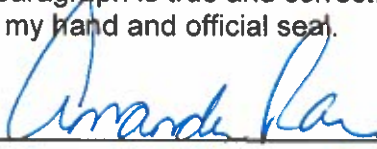
Acknowledgment

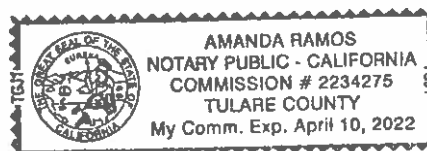
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF TULARE)

On July 28, 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  (Seal)



OWNERS' 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 WITHIN THE DISTINCTIVE BORDER LINES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

ALL PUBLIC STREETS, LOTS A, B, C, D AND E AS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION 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 EXTENSION OF THOSE STREETS HAVING A PARTIAL WIDTH AND/OR DEAD-ENDING, AS SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ALL PUBLIC UTILITY EASEMENTS AS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

RELINQUISH TO THE CITY OF HANFORD ALL ACCESS RIGHTS FROM LOTS AT THE PROPERTY LINES BACKING OR SIDING ONTO:
S. ALPINE AVENUE, BUTTERFIELD LANE AND HOUSTON AVENUE, EXCEPT FOR PEDESTRIAN WALKWAYS, AS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

OWNERS: PRESIDIO JJR STERLING OAKS 104, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 64 PERCENT INTEREST AND PRESIDIO JJR HIDDEN OAKS 104, LLC A DELAWARE LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 36 PERCENT INTEREST

BY: Joseph A. Leal DATE 06/21/2021
JOSEPH A. LEAL, PRESIDENT
(PRINT NAME AND TITLE)

BY: Joseph A. Leal DATE 06/21/2021
JOSEPH A. LEAL, PRESIDENT
(PRINT NAME AND TITLE)

NOTARY'S ACKNOWLEDGEMENT.

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 } S.S.

ON JUNE 21, 2021, BEFORE ME, AMANDA RAMOS, A 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: AMANDA RAMOS PRINTED NAME: AMANDA RAMOS

PRINCIPAL COUNTY OF BUSINESS: TULARE MY COMMISSION EXPIRES: 04/10/2022

COMMISSION NUMBER: 2234275

TAX COLLECTOR'S CERTIFICATE.

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

JAMES P. ERB, C.P.A., DIRECTOR OF FINANCE

BY _____ DEPUTY _____ DATE _____

AGRICULTURAL STATEMENT.

IF YOUR REAL PROPERTY IS NEAR PROPERTY USED FOR AGRICULTURAL OPERATIONS, YOU MAY BE SUBJECT TO INCONVENIENCES OR DISCOMFORTS ARISING FROM SUCH OPERATIONS, ON ANY 24 HOUR BASIS. SAID DISCOMFORTS MAY INCLUDE, BUT NOT BE LIMITED TO EQUIPMENT NOISES, ODORS FROM MANURE OR OTHER CHEMICALS, AND DUST OR SMOKE. THE CITY OF HANFORD HAS DETERMINED THAT THE USE OF REAL PROPERTY FOR AGRICULTURAL OPERATIONS IS A HIGH PRIORITY AND FAVORED USE TO THE CITY AND THE COUNTY AND WILL NOT BE CONSIDERED A NUISANCE FOR THOSE INCONVENIENCES OR DISCOMFORTS ARISING FROM AGRICULTURAL OPERATIONS, PROVIDED SUCH OPERATIONS ARE CONSISTENT WITH ACCEPTED CUSTOMS, STANDARDS AND LAWS.

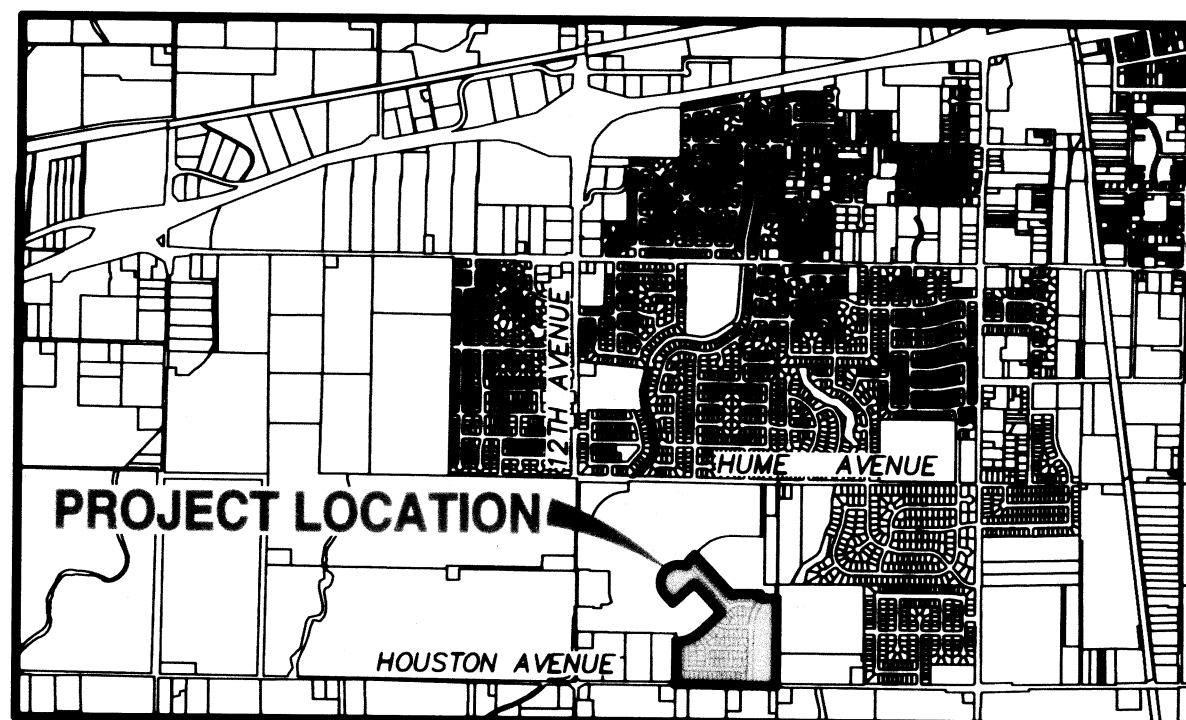
COUNTY TRACT No. 865

LIVE OAK EAST UNIT NO. 1

LYING IN A PORTION OF THE
SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 19 SOUTH, RANGE 21 EAST, M.D.B.&M.
CITY OF HANFORD, COUNTY OF KINGS,
CALIFORNIA
DECEMBER, 2020

NORTHSTAR ENGINEERING GROUP, INC.

620 12th Street, Modesto, CA 95354
(209) 524-3525



VICINITY MAP
NOT TO SCALE

NOTARY'S ACKNOWLEDGEMENT.

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 _____ } S.S.

ON _____, BEFORE ME, _____, A NOTARY PUBLIC,

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: _____ PRINTED NAME: _____

PRINCIPAL COUNTY OF BUSINESS: _____ MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

CITY CLERK'S CERTIFICATE.

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE HANFORD CITY COUNCIL HELD ON THE _____ DAY _____, 20____, AN ORDER WAS DULY AND REGULARLY MADE

AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC, THE STREETS, LOTS A, B, C, D AND E AND EASEMENTS INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

DATED THIS _____ DAY OF _____, 20____.

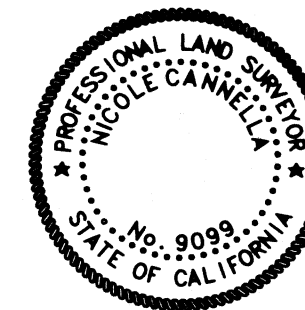
NATALIE CORRAL, CITY CLERK

SURVEYOR'S STATEMENT.

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION ON OCTOBER 13, 2018, AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN. THIS MAP 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 JJR MANAGEMENT SERVICES, INC ON APRIL 29, 2020. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE OCTOBER 31, 2021, THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS 18th DAY OF JUNE, 2021

Nicole Cannella
NICOLE CANNELLA, P.L.S. 9099

**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 C-62044

ACTING CITY SURVEYOR'S STATEMENT.

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 29th DAY OF JUNE, 2021

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

**PLANNING COMMISSION CERTIFICATE.**

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

DATED THIS _____ DAY OF _____, 20____.

DARLENE MATA, COMMUNITY DEVELOPMENT DIRECTOR

RECORDER'S STATEMENT.

DOCUMENT NO. _____ FEE PAID _____
RECORDED AT THE REQUEST OF NORTHSTAR ENGINEERING GROUP, INC.

ON THIS _____ DAY OF _____, 20____

AT _____ MINUTES PAST _____ O'CLOCK _____ M. IN

VOLUME _____ OF LICENSED SURVEYORS' PLATS, AT PAGE _____
KINGS COUNTY RECORDS

KRISTINE LEE, COUNTY RECORDER

BY: _____
DEPUTY

SHEET 1 OF 5

HANFORD-ARMONA 34 35
ROADTRACT No. 902
LIVE OAK NORTH
25-LSP-67FD. 2" BRASS DISC ON 2-1/2" IRON PIPE IN MONUMENT WELL, STAMPED
LS 4375 AT THE NE COR. SEC. 3 T19S/R21E PER (A) & K.C.C.R. #2102N00°00'00"E (BASIS OF BEARINGS)
2862.85'(M)(A)HUME AVENUE
S89°07'49"E 2643.95'(M)FD 2" BRASS DISK STAMPED RCE 21489
IN CONCRETE AT INTERIOR CORNER SEC.
2 T19S/R21E PER 21-LSP-12, K.C.R.**TRACT NO. 865
LIVE OAK EAST
PHASE 1**LYING IN A PORTION OF THE
SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 19 SOUTH, RANGE 21 EAST, M.D.B.&M.
CITY OF HANFORD, COUNTY OF KINGS,
CALIFORNIA
DECEMBER, 2020**NORTHSTAR ENGINEERING GROUP, INC.**620 12th Street, Modesto, CA 95354
(209) 524-3525**REFERENCES:**

(A) D.N. 2020-21003, K.C.R.

NOTES:

1. ALL LINES ADJACENT TO CURVES ARE TANGENT UNLESS A RADIAL BEARING IS SHOWN.
2. SEE SHEET 4 OF 5 FOR LEGEND.

LEGAL DESCRIPTION:

BEING ALL OF PARCELS 1, 2 AND 3 AS DESCRIBED IN GRANT DEED TO IMPLACABLE PROPERTIES, LLC RECORDED ON JANUARY 1, 2014 AS DOCUMENT NO. 2014-1401539, KINGS COUNTY RECORDS, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 21 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF KINGS, CALIFORNIA, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE

ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 2, SOUTH 89°15'21" EAST 1320.80 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 BEING ALSO THE SOUTHWEST CORNER OF SAID PARCEL 1 AND TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE

ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2 AND SAID PARCEL 1, NORTH 00°01'16" EAST 561.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 01°31'48" EAST AND HAVING A CENTRAL ANGLE OF 41°35'18"; THENCE LEAVING SAID WEST LINES AND ALONG THE ARC OF SAID CURVE, 348.41 FEET; THENCE

NORTH 46°52'54" EAST 369.73 FEET; THENCE

NORTH 43°07'06" WEST 506.00 FEET; THENCE

SOUTH 46°52'54" WEST 384.00 FEET; THENCE

NORTH 43°07'06" WEST 151.14 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 242.00 FEET AND HAVING A CENTRAL ANGLE OF 155°37'34"; THENCE ALONG THE ARC OF SAID CURVE, 657.32 FEET; THENCE

NORTH 30°06'23" EAST 63.75 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 282.00 FEET AND HAVING A CENTRAL ANGLE OF 16°46'31"; THENCE

ALONG THE ARC OF SAID CURVE, 82.56 FEET; THENCE

NORTH 46°52'54" EAST 43.14 FEET; THENCE

SOUTH 43°07'06" EAST 733.17 FEET; THENCE

NORTH 46°52'54" EAST 46.89 FEET; THENCE

SOUTH 89°59'50" EAST 323.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 468.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 78°47'44" EAST AND HAVING A CENTRAL ANGLE OF 06°10'34"; THENCE

ALONG THE ARC OF SAID CURVE, 50.45 FEET; THENCE

SOUTH 72°37'10" EAST 72.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 72°37'10" WEST AND HAVING A CENTRAL ANGLE OF 75°45'45"; THENCE

ALONG THE ARC OF SAID CURVE, 26.45 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 03°08'35" WEST AND HAVING A CENTRAL ANGLE OF 02°20'02"; THENCE

ALONG THE ARC OF SAID CURVE, 13.44 FEET; THENCE

SOUTH 89°11'27" EAST 133.43 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, BEING ALSO THE EAST LINE OF SAID PARCEL 1; THENCE

ALONG SAID EAST LINES, SOUTH 00°03'03" WEST 1154.46 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 2 AND SAID PARCEL 1; THENCE

ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 2 AND SAID PARCEL 1, NORTH 89°15'21" WEST 1320.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.82 ACRES MORE OR LESS

BASIS OF BEARINGS:

A COURSE OF SOUTH FOR THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN AS SHOWN ON TRACT No. 902 LIVE OAK NORTH, FILED IN VOLUME 25 OF LICENSED SURVEYORS' PLATS, AT PAGE 67, KINGS COUNTY RECORDS, WAS USED AS THE BASIS OF ALL MEASURED BEARINGS SHOWN ON THIS MAP.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	(M)(A)
C1	41°35'18"	480.00'	348.41'	(M)(A)
C2	155°37'34"	242.00'	657.32'	(M)(A)
C3	16°46'31"	282.00'	82.56'	(M)(A)
C4	6°10'34"	468.00'	50.45'	(M)(A)
C5	75°45'45"	20.00'	26.45'	(M)(A)
C6	2°20'02"	330.00'	13.44'	(M)(A)

RESULTANT
PARCEL 3
D.N. 2020-21003DETAIL "A"
NOT TO SCALEEX. DITCH EASEMENT
PEOPLE'S DITCH COMPANY
1153-OR-686**OMITTED SIGNATURES:**

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING INTEREST HOLDERS HAVE BEEN OMITTED:

KINGS COUNTY WATER DISTRICT FOR AN EASEMENT TO SPILL, DUMP, SINK AND SPREAD WATERS RECORDED NOVEMBER 29, 1960 AS INSURMENT NO. 12431, BOOK 768, PAGE 943, OFFICIAL RECORDS.

PARCEL 3
PM 13-54.PARCEL 2
PM 13-54.PARCEL 1
PM 13-54.FD. 2" BRASS DISC IN CONCRETE, STAMPED "KINGS
COUNTY SURVEYOR" AT SW COR. SEC. 2 T19S/R21E
PER K.C.C.R. #2586

HOUSTON

AVENUE

FD 2" ALUMINUM CAP STAMPED LS 4375
AT SOUTH 1/4 CORNER SEC. 2
T19S/R21E PER K.C.C.R. #2860

k: \\13-1238 live oak east\\dwg\\mapping\\subdivision\\phase 1\\13-1238 live oak east - ph1 - sht2 bndy

5/27/2021 6:24 AM

SHEET 2 OF 5

TRACT NO. 865 LIVE OAK EAST PHASE 1

LYING IN A PORTION OF THE
SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 19 SOUTH, RANGE 21 EAST, M.D.B.&M.
CITY OF HANFORD, COUNTY OF KINGS,
CALIFORNIA
DECEMBER, 2020

NORTHSTAR ENGINEERING GROUP, INC.

620 12th Street, Modesto, CA 95354
(209) 524-3525

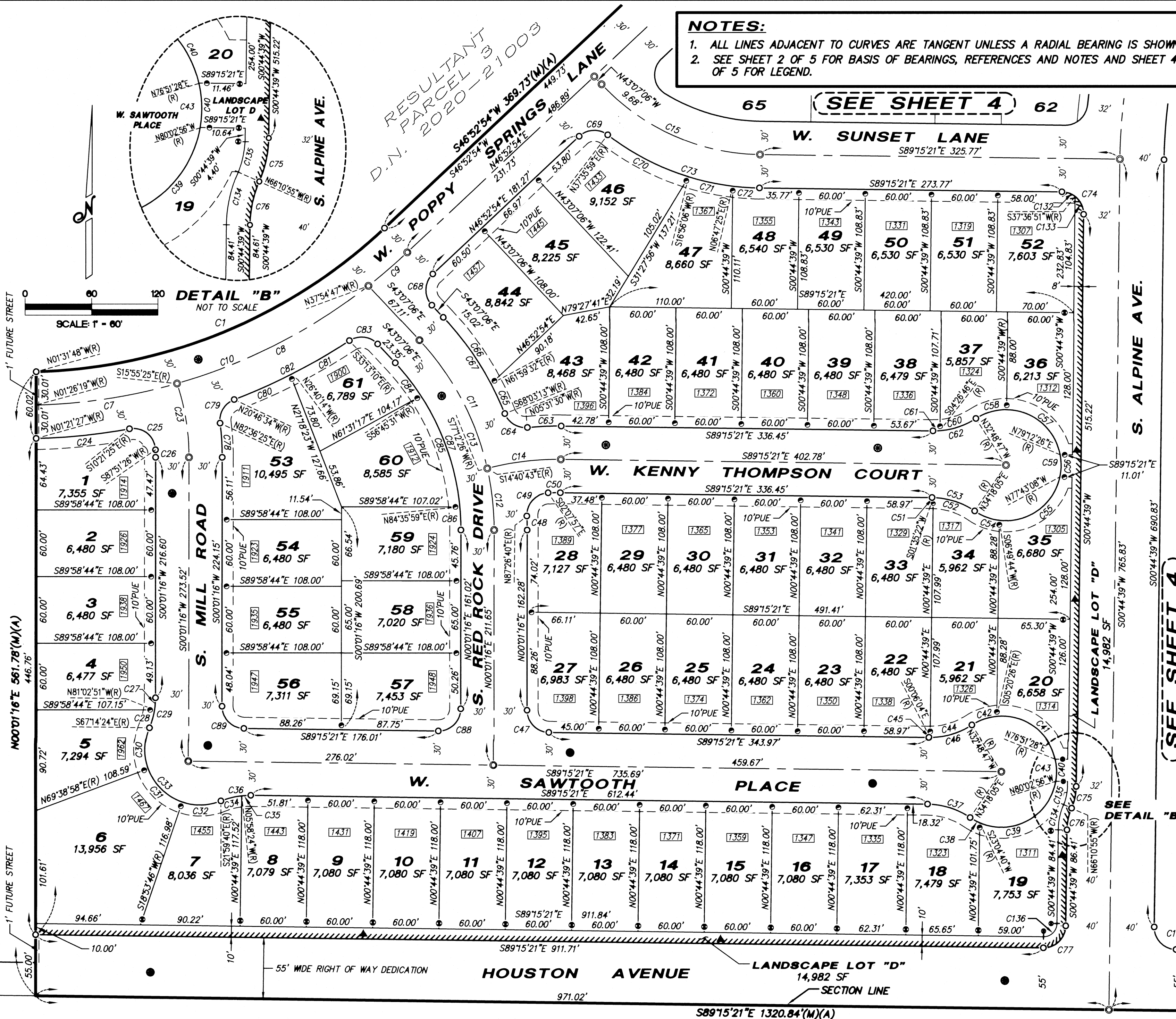
CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CURVE	DELTA	RADIUS	LENGTH
C7	14°29'05"	510.00'	128.93'	C55	84°32'52"	50.00'	73.78'
C8	21°59'22"	510.00'	195.73'	C56	23°04'26"	50.00'	20.14'
C9	51°21'19"	510.00'	46.33'	C57	78°27'47"	50.00'	68.47'
C10	41°40'47"	510.00'	371.00'	C58	33°33'26"	50.00'	29.28'
C11	30°19'33"	250.00'	132.32'	C59	24°06'52"	50.00'	215.65'
C12	12°48'50"	250.00'	55.91'	C60	28°22'01"	70.00'	34.66'
C13	43°08'22"	250.00'	188.23'	C61	51°12'25"	70.00'	6.34'
C14	15°25'22"	250.00'	67.30'	C62	33°33'26"	70.00'	41.00'
C15	46°08'15"	200.00'	161.05'	C63	6°16'09"	280.00'	30.64'
C23	18°37'26"	208.00'	67.61'	C64	73°34'43"	20.00'	25.68'
C24	8°59'58"	540.00'	84.82'	C65	6°03'41"	280.00'	29.62'
C25	98°12'51"	20.00'	34.28'	C66	15°06'38"	280.00'	73.84'
C26	2°09'50"	178.00'	6.72'	C67	21°10'19"	280.00'	103.47'
C27	8°55'53"	70.00'	10.91'	C68	90°00'00"	20.00'	31.42'
C28	13°48'27"	70.00'	16.87'	C69	80°43'05"	20.00'	28.18'
C29	22°44'20"	70.00'	27.78'	C70	20°39'53"	230.00'	82.95'
C30	43°06'38"	50.00'	37.62'	C71	10°08'41"	230.00'	40.72'
C31	50°45'12"	50.00'	44.29'	C72	6°02'46"	230.00'	24.27'
C32	40°53'26"	50.00'	35.68'	C73	36°51'20"	230.00'	147.95'
C33	13°45'16"	50.00'	117.60'	C74	90°31'42"	20.00'	31.42'
C34	16°01'16"	70.00'	19.57'	C75	23°04'26"	50.00'	20.14'
C35	6°43'03"	70.00'	8.21'	C76	23°04'26"	50.00'	20.14'
C36	22°44'19"	70.00'	27.78'	C77	90°00'00"	20.00'	31.42'
C37	33°33'26"	70.00'	41.00'	C78	7°24'51"	238.00'	30.80'
C38	11°13'25"	50.00'	9.79'	C79	76°37'01"	20.00'	26.74'
C39	103°07'36"	50.00'	90.00'	C80	5°53'40"	540.00'	55.55'
C40	23°05'36"	50.00'	20.15'	C81	6°32'56"	540.00'	61.72'
C41	82°11'54"	50.00'	71.73'	C82	12°26'36"	540.00'	117.27'
C42	27°28'21"	50.00'	23.97'	C83	80°06'04"	20.00'	27.96'
C43	24°06'52"	50.00'	215.65'	C84	9°52'37"	220.00'	37.93'
C44	32°42'43"	70.00'	39.97'	C85	27°50'28"	220.00'	106.90'
C45	0°50'43"	70.00'	1.03'	C86	5°25'17"	220.00'	20.82'
C46	33°33'26"	70.00'	41.00'	C87	43°08'22"	220.00'	165.64'
C47	89°16'37"	20.00'	31.16'	C88	90°43'23"	20.00'	31.67'
C48	2°34'36"	280.00'	12.59'	C89	89°16'37"	20.00'	31.16'
C49	90°25'23"	20.00'	31.56'	C128	90°00'00"	20.00'	31.42'
C50	2°52'36"	220.00'	11.05'	C132	36°52'12"	20.00'	12.87'
C51	0°50'43"	70.00'	1.03'	C133	53°07'48"	20.00'	18.55'
C52	32°42'43"	70.00'	39.97'	C134	23°04'26"	58.00'	23.36'
C53	33°33'26"	70.00'	41.00'	C135	23°04'26"	42.00'	16.91'
C54	27°28'21"	50.00'	23.97'	C136	90°00'00"	12.00'	18.85'

NOTES:

1. ALL LINES ADJACENT TO CURVES ARE TANGENT UNLESS A RADIAL BEARING IS SHOWN.
2. SEE SHEET 2 OF 5 FOR BASIS OF BEARINGS, REFERENCES AND NOTES AND SHEET 4 OF 5 FOR LEGEND.

65 (SEE SHEET 4) 62



LOT "A"
▲ SLOUGH
7.15 ACRES
(SEE SHEET 4)

SHEET 3 OF 5

TRACT NO. 865 LIVE OAK EAST PHASE 1

LYING IN A PORTION OF THE
SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 19 SOUTH, RANGE 21 EAST, M.D.B.&M.
CITY OF HANFORD, COUNTY OF KINGS,
CALIFORNIA
DECEMBER, 2020

NORTHSTAR ENGINEERING GROUP, INC.

620 12th Street, Modesto, CA 95354
(209) 524-3525

LEGEND:

- SET 3/4"x30" IRON PIPE, TAGGED LS 9099, U.O.N.
- SET STREET INTERSECTION SURVEY MONUMENT PER CITY OF HANFORD STANDARD DRAWING NO. GE-14 WITH 2" BRONZE SURVEY MARKER STAMPED L.S. 9099
- SET 1.00 FOOT WITNESS CORNER (3/4" x 24" IRON PIPE TAGGED L.S. 9099) MEASURED ALONG THE LOT LINE, FROM ACTUAL LOT CORNER, U.O.N.
- SET 3.00 FOOT WITNESS CORNER (3/4" x 24" IRON PIPE TAGGED L.S. 9099) MEASURED ALONG THE LOT LINE, FROM ACTUAL LOT CORNER, U.O.N.
- SET 3/4" x 30" IRON PIPE TAGGED L.S. 9099 AT ALL LOT CORNERS U.O.N.
- FOUND MONUMENT AS NOTED

- FD FOUND
- SFN SEARCHED, FOUND NOTHING
- (A) D.N. 2020-21003, K.C.R.
- (M) MEASURED
- K.C.R. KINGS COUNTY RECORDS
- K.C.C.R. KINGS COUNTY CORNER RECORDS
- U.O.N. UNLESS OTHERWISE NOTED
- PM PARCEL MAP
- L.S.P. LICENSED SURVEYORS' PLATS
- O.R. OFFICIAL RECORDS
- Calc. CALCULATED FROM RECORD
- GLO GENERAL LAND OFFICE
- D.N. DOCUMENT NUMBER
- [1234] STREET ADDRESS NUMBER
- ||||| RESTRICTED ACCESS

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

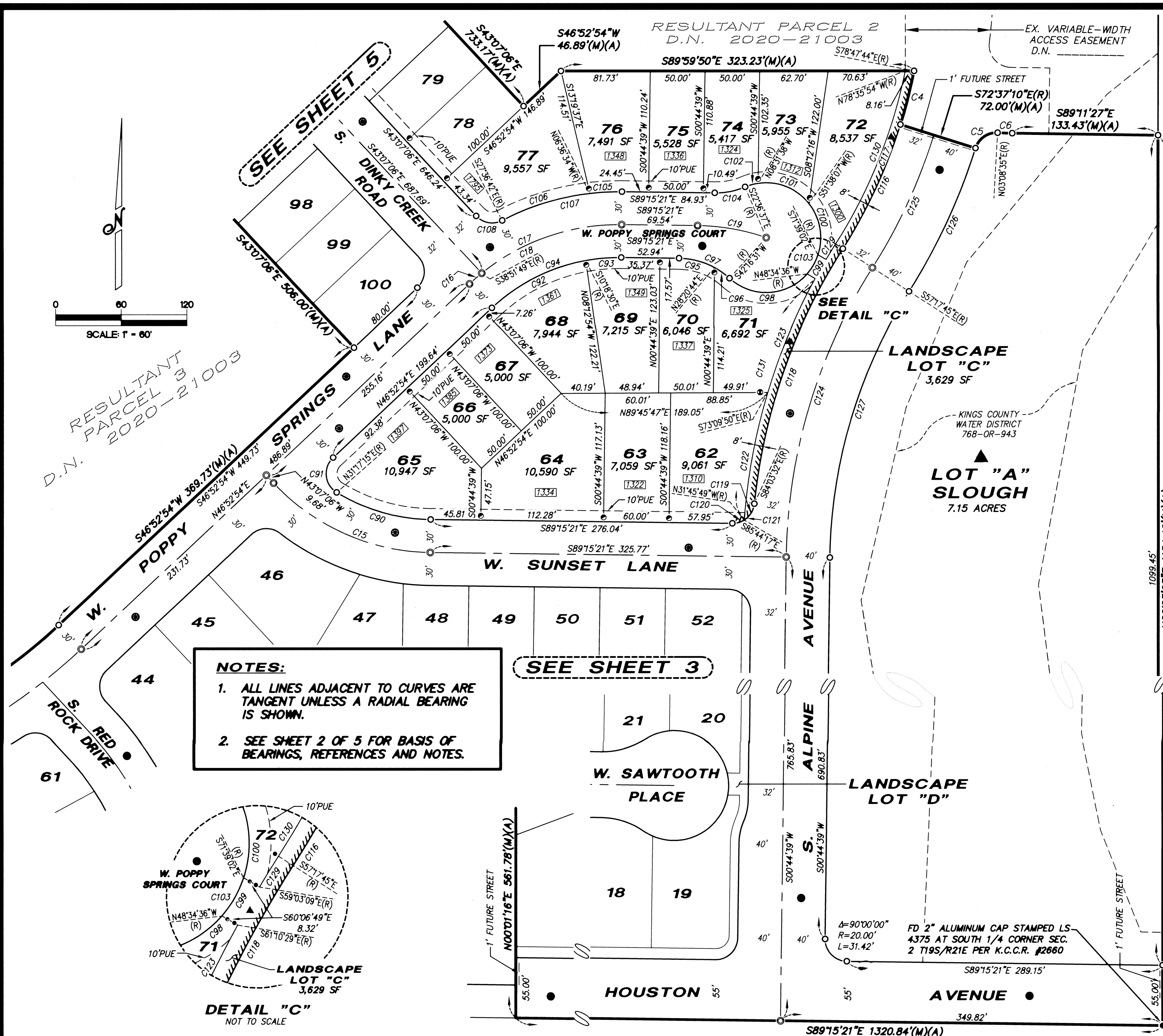
- P.U.E. PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION
- AREA NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES.
- ▲ AREA NOW OFFERED FOR DEDICATION FOR PUBLIC UTILITY AND LANDSCAPE PURPOSES.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C15	46°08'15"	200.00'	161.05'
C16	4°15'17"	200.00'	14.85'
C17	39°36'28"	200.00'	138.26'
C18	43°51'45"	200.00'	153.11'
C19	18°20'56"	200.00'	64.05'
C90	30°32'36"	170.00'	90.62'
C91	105°35'39"	20.00'	36.86'
C92	32°48'36"	170.00'	97.35'
C93	11°03'09"	170.00'	32.79'
C94	43°51'45"	170.00'	130.14'
C95	27°36'05"	70.00'	33.72'
C96	13°55'47"	70.00'	17.02'
C97	41°31'52"	70.00'	50.74'
C98	90°51'07"	50.00'	79.28'
C99	23°04'26"	50.00'	20.14'
C100	56°42'51"	50.00'	49.49'
C101	60°09'45"	50.00'	52.50'
C102	14°04'59"	50.00'	12.29'
C103	244°53'08"	50.00'	213.70'
C104	23°21'16"	70.00'	28.53'

CURVE	DELTA	RADIUS	LENGTH
C105	72°11'13"	230.00'	29.52'
C106	21°00'08"	230.00'	84.31'
C107	28°21'21"	230.00'	113.83'
C108	74°29'36"	20.00'	26.00'
C116	15°19'25"	468.00'	125.17'
C117	21°29'59"	468.00'	175.61'
C118	26°45'47"	532.00'	248.50'
C119	52°17'43"	20.00'	18.25'
C120	32°30'28"	20.00'	11.35'
C121	84°48'11"	20.00'	29.60'
C122	12°34'27"	540.00'	118.51'
C123	11°59'21"	540.00'	112.99'
C124	31°57'36"	500.00'	278.90'
C125	15°19'25"	500.00'	133.73'
C126	15°19'25"	540.00'	144.42'
C127	31°57'36"	460.00'	256.59'
C129	1°45'24"	540.00'	16.56'
C130	21°18'09"	460.00'	171.03'
C131	24°33'48"	540.00'	231.50'

SHEET 4 OF 5



TRACT NO. 865 LIVE OAK EAST PHASE 1

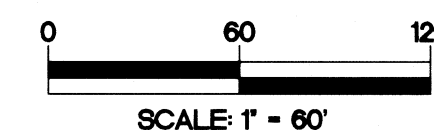
LYING IN A PORTION OF THE
SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 19 SOUTH, RANGE 21 EAST, M.D.B.&M.
CITY OF HANFORD, COUNTY OF KINGS,
CALIFORNIA
DECEMBER, 2020

NORTHSTAR ENGINEERING GROUP, INC.

620 12th Street, Modesto, CA 95354
(209) 524-3525

NOTES:

- ALL LINES ADJACENT TO CURVES ARE TANGENT UNLESS A RADIAL BEARING IS SHOWN.
- SEE SHEET 2 OF 5 FOR BASIS OF BEARINGS, REFERENCES AND NOTES.



EX. VARIABLE-WIDTH
ACCESS EASEMENT
D.N.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C16	4°15'17"	200.00'	14.85'
C17	39°36'28"	200.00'	138.26'
C18	43°51'45"	200.00'	153.11'
C20	16°46'31"	274.00'	80.22'
C21	6°42'24"	274.00'	32.07'
C22	23°28'55"	274.00'	112.30'
C108	74°29'36"	20.00'	26.00'
C109	7°26'59"	306.00'	39.79'
C110	85°54'32"	20.00'	29.99'
C111	11°32'27"	218.00'	43.91'
C112	16°46'31"	250.00'	73.20'
C113	24°22'26"	242.00'	102.95'
C114	180°00'00"	242.00'	760.27'
C115	90°00'00"	20.00'	31.42'

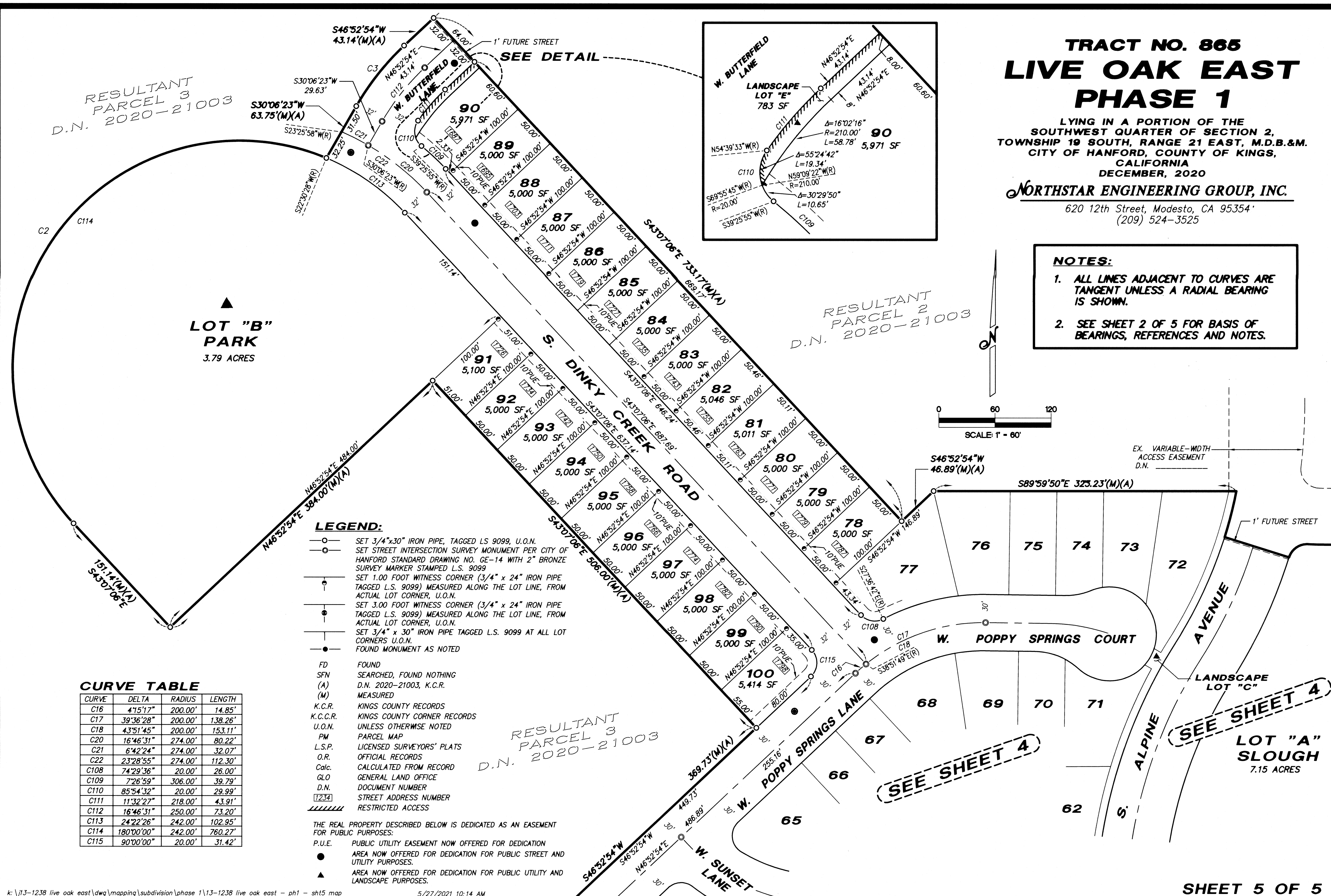
LEGEND:

- SET 3/4"x30" IRON PIPE, TAGGED L.S. 9099, U.O.N.
- SET STREET INTERSECTION SURVEY MONUMENT PER CITY OF HANFORD STANDARD DRAWING NO. GE-14 WITH 2" BRONZE SURVEY MARKER STAMPED L.S. 9099
- SET 1.00 FOOT WITNESS CORNER (3/4" x 24" IRON PIPE TAGGED L.S. 9099) MEASURED ALONG THE LOT LINE, FROM ACTUAL LOT CORNER, U.O.N.
- SET 3.00 FOOT WITNESS CORNER (3/4" x 24" IRON PIPE TAGGED L.S. 9099) MEASURED ALONG THE LOT LINE, FROM ACTUAL LOT CORNER, U.O.N.
- SET 3/4" x 30" IRON PIPE TAGGED L.S. 9099 AT ALL LOT CORNERS U.O.N.
- FOUND MONUMENT AS NOTED

- FD FOUND
- SFN SEARCHED, FOUND NOTHING
- (A) D.N. 2020-21003, K.C.R.
- (M) MEASURED
- K.C.R. KINGS COUNTY RECORDS
- K.C.C.R. KINGS COUNTY CORNER RECORDS
- U.O.N. UNLESS OTHERWISE NOTED
- PM PARCEL MAP
- L.S.P. LICENSED SURVEYORS' PLATS
- O.R. OFFICIAL RECORDS
- Calc. CALCULATED FROM RECORD
- GLO GENERAL LAND OFFICE
- D.N. DOCUMENT NUMBER
- [1234] STREET ADDRESS NUMBER
- ||||| RESTRICTED ACCESS

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- P.U.E. PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION AREA NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES.
- ▲ AREA NOW OFFERED FOR DEDICATION FOR PUBLIC UTILITY AND LANDSCAPE PURPOSES.





AGENDA STAFF REPORT

MEETING DATE: 8/3/2021	AGENDA SECTION: A
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SUBJECT:

Community Development: Annexation No. 157: A request to annex approximately 153 acres into the City of Hanford from the Kings County jurisdiction. Prezone No. 2020-02: A request to prezone the annexation area as R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, in accordance with the General Plan designation for the area. Mitigated Negative Declaration No. 2021-01: An initial study was prepared and it was determined that the project will not result in significant impacts; therefore, Mitigated Negative Declaration 2021-01 has been prepared. The project is located at the northwest corner of 12th Avenue and Fargo Avenue (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047) and the southwest corner of 12th and Fargo Avenues (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047).

See staff report, attached.

FISCAL IMPACT:

ATTACHMENTS:

Staff Report - Annexation 157 (City Council)
 Ordinance No. 21-2 (prezone)
 Resolution 2021-31-R
 Attachment 1 - Annexation 157
 Attachment 2 - General Plan Map (showing 2035 Growth Boundary)
 Attachment 3 - Plan for Services
 Attachment 4 - May 11, 2021 Planning Commission Meeting Minutes
 Attachment 5 - Resolution 2021-05 (signed)
 Attachment 6 - Consent to Annexation (N of Fargo)
 Attachment 7 - Initial Study
 Attachment 8 - Public Comment Verhoeven

**CITY OF HANFORD CITY COUNCIL
STAFF REPORT
Tuesday, August 3, 2021**

PROJECT: **Annexation No. 157:** A request to annex approximately 153 acres into the City of Hanford from the Kings County jurisdiction.

Prezone No. 2020-02: A request to prezone the annexation area as R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, in accordance with the General Plan designation for the area.

Mitigated Negative Declaration No. 2021-01: An initial study was prepared and it was determined that the project will not result in significant impacts; therefore, Mitigated Negative Declaration 2021-01 has been prepared.

LOCATION: The project is located at the northwest corner of 12th Avenue and Fargo Avenue (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047) and the southwest corner of 12th and Fargo Avenues (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047).

PLANNER: Gabrielle Myers, Senior Planner

STAFF RECOMMENDATION

Staff recommends that the City Council:

1. Certify Mitigated Negative Declaration No. 2021-01 for the project.
2. Introduce and waive the first reading of Ordinance No. 21-2, approving Prezone No. 2020-02.
3. Find that the proposed Annexation No. 157 is consistent with the Hanford General Plan Policies L15 and L17.
4. Adopt Resolution No. 21-31-R, initiating proceedings for Annexation 147 and direct staff to file the appropriate forms with the Kings County Local Agency Formation Commission (LAFCo).

RECOMMENDED MOTION

1. I move to certify Mitigated Negative Declaration No. 2021-01 for the project.
2. I move to introduce and waive the first reading of Ordinance No. 21-2, approving Prezone No. 2020-02.
3. I move to find that the proposed Annexation No. 157 is consistent with the Hanford General Plan Policies L15 and L17.

Attachment: Staff Report - Annexation 157 (City Council) (Annexation 157)

4. I move to adopt Resolution No. 21-31-R, initiating proceedings for Annexation 147 and direct staff to file the appropriate forms with the Kings County Local Agency Formation Commission (LAFCo).

PROJECT DESCRIPTION

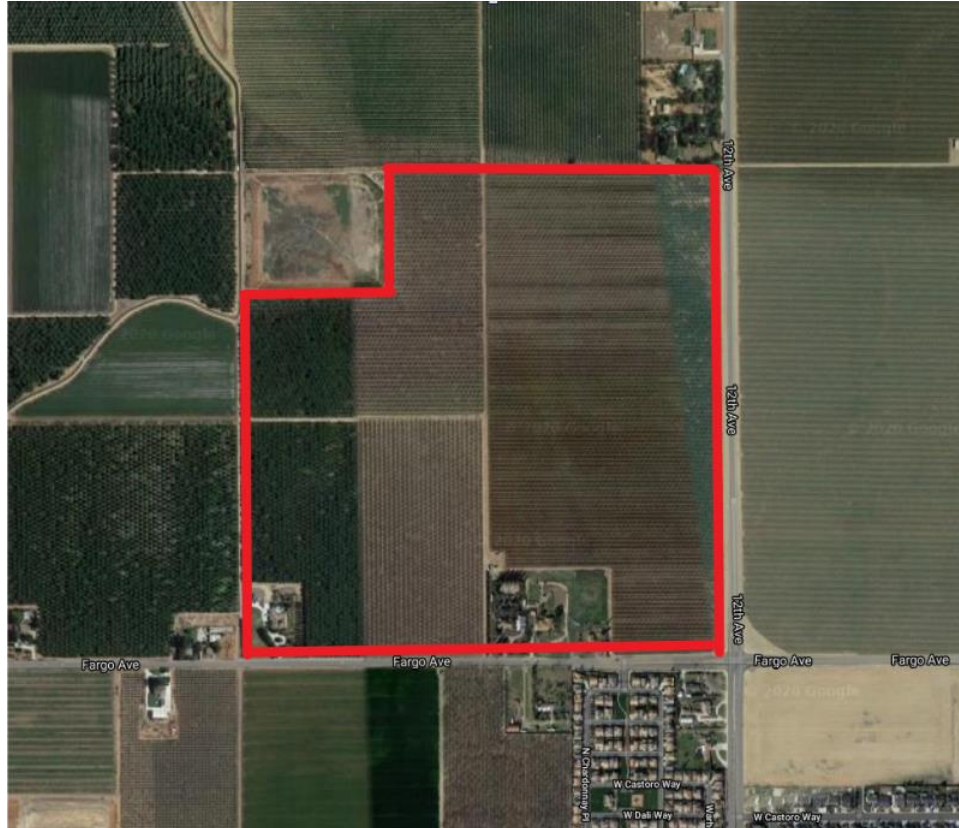
Annexation No. 157

The project is a request to annex 153 acres into the City of Hanford from the Kings County jurisdiction.

The City of Hanford is in the process of expanding the Sphere of Influence. The majority of the proposed annexation area is located in an area not currently in the Primary Sphere of Influence, but once the Sphere Expansion has been processed, the property will be located within the primary sphere of influence. This proposed annexation cannot record until expansion of the sphere has been finalized. At the direction of Kings County LAFCo, the Sphere Expansion will not proceed without the processing of the annexation of the eight county islands. It is estimated that the sphere expansion and eight-island annexation will be submitted to LAFCo the end of October/beginning of November, to tentatively be heard in December.

The original annexation area was expanded, from the annexation area shown in Figure 1 to the annexation area shown in Figure 2.

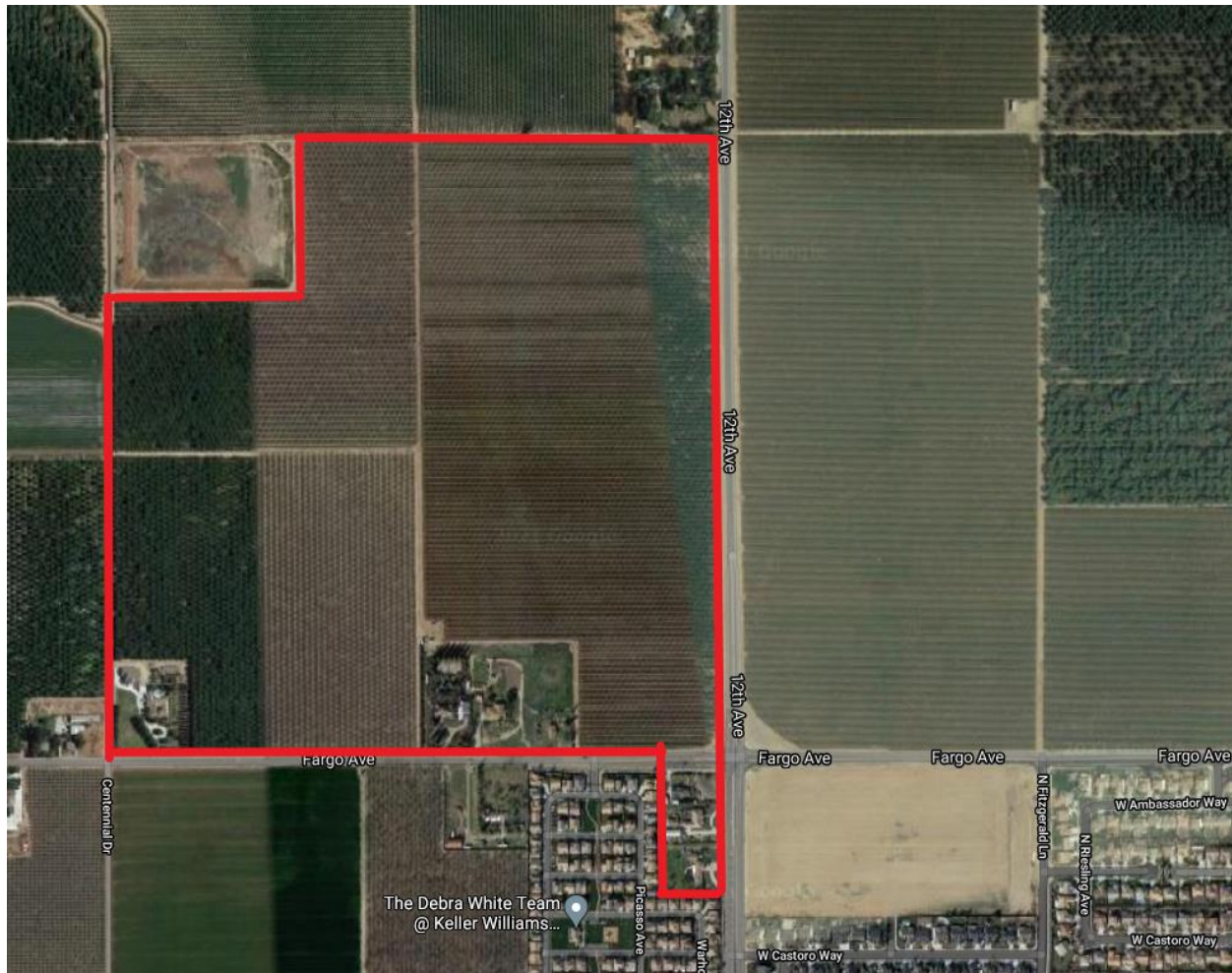
Figure 1: Original Annexation Area



LAFCo's procedures discourage annexations which would create an island. Therefore, City staff recommended to Planning Commission that the three parcels located at the southwest corner of 12th Avenue and Fargo Avenue, APN 009-030-090, 009-030-010, and 009-030-011, be added to the annexation request prior to the City Council hearing. The parcels shall be rezoned as R-L-5 Low-Density Residential, consistent with the General Plan designation for the area, Low-Density Residential.

The applicant has previously reached out to the property owners of APN 009-030-090, 009-030-010, and 009-030-011 to be included in the annexation request, however the owners did not consent to the annexation request. Therefore, there would not be 100% consent for the annexation in its amended form.

Figure 2: Expanded Annexation Area



The annexation map and legal description are attached – **Attachment 1.**

Prezone No. 2020-02

Prezone No. 2020-02 is a request to pre-zone the annexation area as R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, in accordance with the General Plan designation for the area. The General Plan Designation for the area is High, Medium-, and Low-Density Residential, as shown in Figure 3. Figure 4 shows the proposed pre-zoning.

Figure 3:
General Plan Designation – High-Density, Medium-Density, and Low-Density Residential

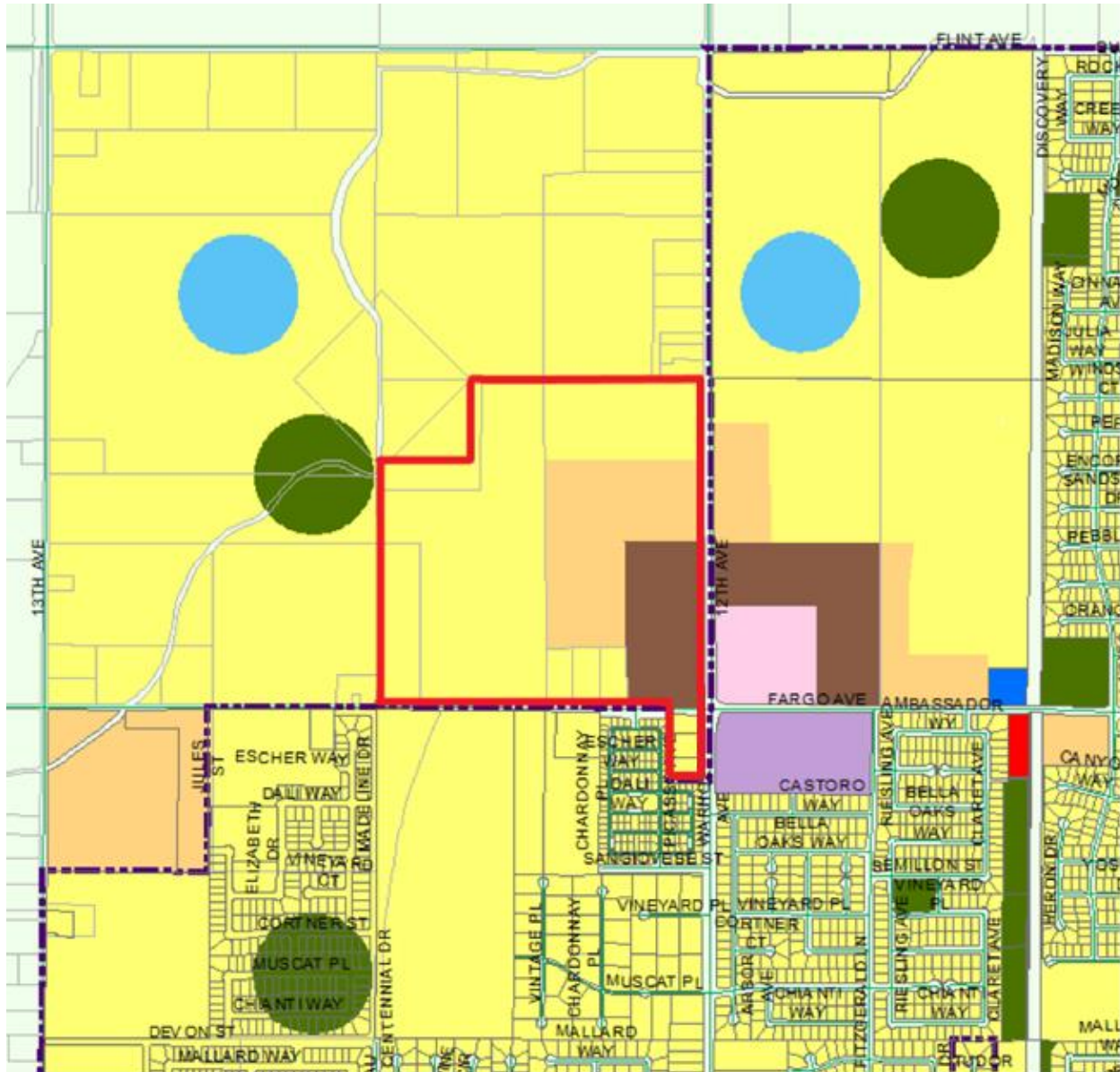
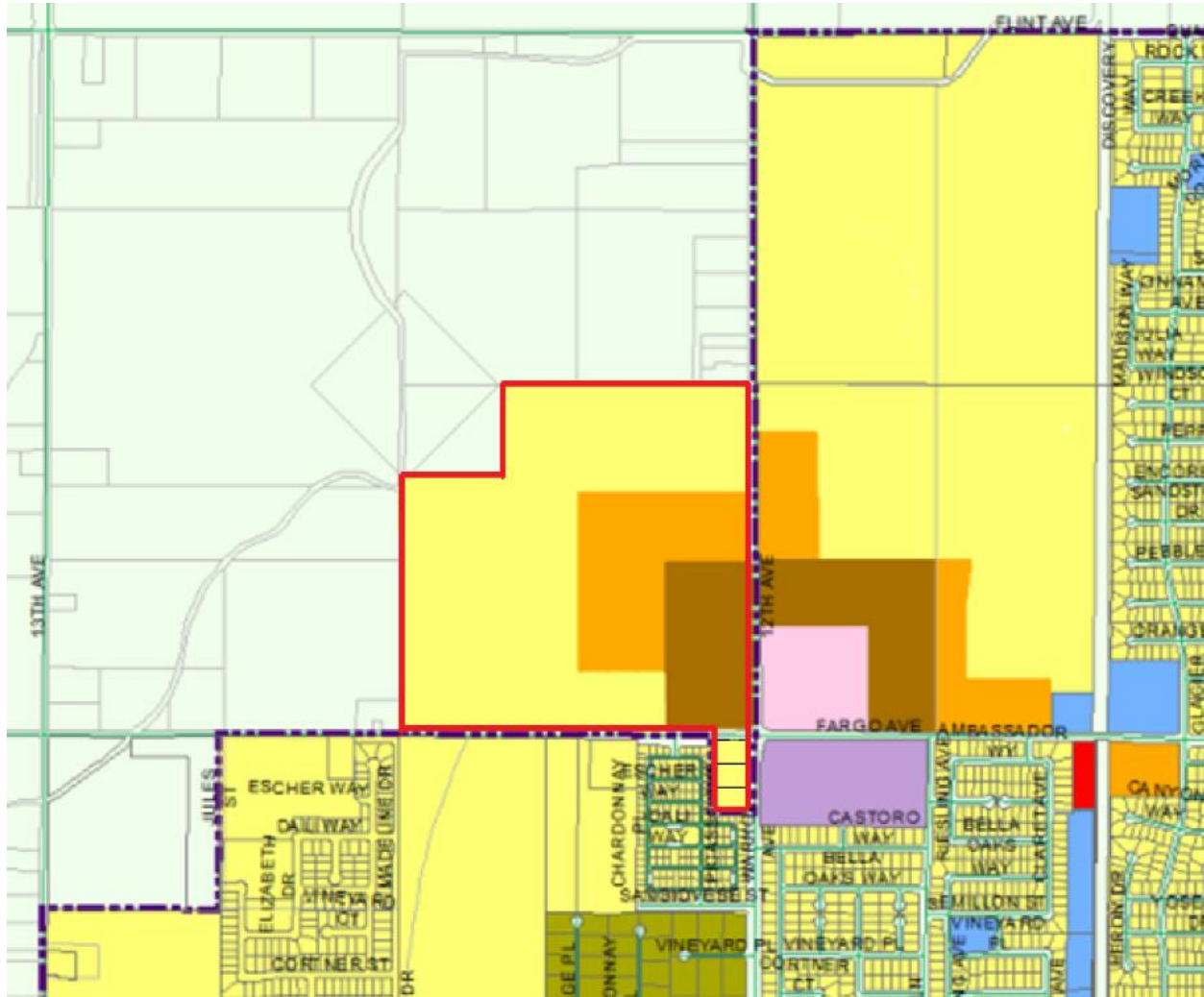


Figure 4 – Prezone No. 2020-02
R-L-5 Low-Density Residential, R-M Medium Density Residential, and R-H High-Density Residential



Project Location

The project is located at the northwest corner of 12th Avenue and Fargo Avenue (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047) and the southwest corner of 12th and Fargo Avenues (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047).

Existing Land Use

The majority of the project area is comprised of vacant land and agricultural land. There are seven single-family residences within the project site, located at 12035 Fargo Avenue, 8056 12th Avenue, 8080 12th Avenue, 12446 Fargo Avenue, 12228 Fargo Avenue, 12192 Fargo Avenue, and 12140 Fargo Avenue.

BACKGROUND INFORMATION

General Plan Designation

The General Plan designates the property as High-Density Residential, Medium-Density Residential, and Low-Density Residential.

The property is located within the 2035 Growth Boundary.

3.4.3 High Density Residential

The expected density range for High Density Residential is 14 to 29 units per gross acre with an expected typical density of 16 units per gross acre.

Policy L38 Purpose of the High-Density Residential Land Use Designation

Establish the High-Density Residential land use designation primarily for multi-family apartment and condominium development in proximity to Arterial streets, commercial and recreational facilities, and employment centers.

Policy L39 Typical Uses in the High-Density Residential Land Use Designation

Define the uses allowed in the High-Density Residential land use designation to include multi-family residential dwellings in apartment buildings complexes.

Policy L40 Design of the High-Density Residential Land Use Designation

Develop and enforce design policies and/or ordinances for High Density Residential developments that ensure high quality construction, design, open space amenities, safety and security, overall compatibility with the rest of the neighborhood.

Policy L41 Location and Size of the High-Density Residential Land Use Designation

Locate High Density Residential land use designations in close proximity to Arterial streets, commercial centers, recreational facilities, and employment centers.

3.4.2 Medium Density Residential

The expected density range for Medium Density Residential is 7 to 20 units per gross acre with an expected typical density of 9 units per gross acre. 20 units per gross acre may be achieved with density bonuses and conditional use permits.

Policy L34 Purpose of the Medium Density Residential Land Use Designation

Establish the Medium Density Residential land use designation to include residential uses such as duplexes, triplexes, fourplexes, townhomes, and lower density apartment complexes, as well as non-traditional, smaller single-family lots with designs such as zero lot lines, patio homes, and

townhomes with lot sizes ranging from 4,500 to 7,500 square feet for single family developments. It is intended that development be conveniently serviced by neighborhood commercial and recreational facilities and have access to major collector or arterial streets.

Policy L35 Typical Uses in the Medium Density Residential Land Use Designation

Define the uses allowed in the Medium Density Residential land use designation to include residential uses such as duplexes, triplexes, fourplexes, townhomes, and lower density apartment complexes, as well as non-traditional, smaller single-family lots. It is intended that development be conveniently serviced by neighborhood commercial and recreational facilities and have access to major collector or arterial streets.

Policy L36 Design of the Medium Residential Land Use Designation

Develop and enforce design policies and/or ordinances for Medium Density Residential developments that ensure high quality construction, design, open space amenities, safety and security, and overall compatibility with the rest of the neighborhood.

Policy L37 Location and Size of the Medium Density Residential Land Use Designation

Locate the Medium Density Residential land use designation in and around the residential portions of Hanford's original townsite and in existing and new neighborhoods where there is direct access to major streets. The minimum area designated in a single location shall be three (3) acres.

3.4.1 Low Density Residential

The expected density range for Low Density Residential is 2 to 10 units per gross acre with an expected average of 4 units per gross acre.

Policy L31 Purpose of the Low-Density Residential Land Use Designation

Establish the Low-Density Residential land use designation to provide mainly single-family development on lot sizes typically found in urban settings.

Policy L32 Typical Uses in the Low-Density Residential Land Use Designation

Define the uses allowed in the Low-Density Residential land use designation to include residential uses in a variety of single-family lot types. Duplexes, second dwelling units, and home occupations can also be allowed when made compatible with the residential nature of the neighborhood.

Policy L33 Size of Lots in the Low-Density Residential Land Use Designation

While it is recognized that existing lot sizes of 10,000 to 40,000 square feet are included in this designation, new individual lot sizes shall range from 5,000 to 10,000 square feet in size. Under Planned Unit Development provisions, smaller lot sizes at higher densities may be permitted when clustered around shared open space amenities or through density bonus policies.

Development boundaries limit the outward physical expansion of the city to only occur within the designated boundaries. The size and location of the boundaries are determined by calculating the amount of land needed to meet future housing and commercial needs.

Designate a 2035 Growth Boundary to serve as the limits of the area to be developed with urban uses during the 2015 to 2035 planning period. Locate the 2035 Growth Boundary along major roadways and other natural or manmade physical features that can serve as a physical boundary between urban and agricultural uses.

Approve new urban development only within the 2035 Growth Boundary.

Figure 5 – 2035 Growth Boundary (snippet)



County Zoning

The property located on the northwest corner of 12th and Fargo Avenues is presently zoned AL-10 Limited Agriculture 10 District. This district is intended primarily for application in rural areas of the county around its various cities and communities as a buffer between the more intensive agricultural uses, such as animal concentrations of the General Agricultural district and urban uses. These areas are generally conducive to agricultural operations and compatible with nonagricultural uses. The minimum parcel size in the AL-10 zoning district is 10 acres in size.

The parcels located on the southwest corner of 12th and Fargo Avenues are zoned RR Rural Residential District. The RR Single-Family Residential District is intended to provide residential living areas which combine certain advantages of both urban and rural locations by limiting development to very low-density concentrations of Single-family dwellings and permitting limited numbers of animals to be kept for pleasure or hobbies, free from activities of a commercial nature

Adjacent Land Use and Zoning:

	Zoning	General Plan Designation	Land Use
North	County AL-10	Low-Density Residential	Agriculture/ Large-lot Single-Family
East	C-N Neighborhood Commercial R-H High-Density Residential R-M Medium-Density Residential R-L-5 Low-Density Residential	Future Educational Facility Future Open Space Neighborhood Commercial High-Density Residential Medium-Density Residential Low-Density Residential	Agricultural Land
South	R-L-5 Low-Density Residential R-L-12 Low-Density Residential	Low-Density Residential	Single-Family Residential
West	County AL-10	Future Educational Facility Future Open Space Low-Density Residential	Agriculture

Utilities/Public Services:

Consultation was received from Pacific Gas and Electric and is as follows:

Thank you for submitting the ANX 157 plans for our review. PG&E will review the submitted plans in relationship to any existing Gas and Electric facilities within the project area. If the proposed project is adjacent/or within PG&E owned property and/or easements, we will be working with you to ensure compatible uses and activities near our facilities.

Attached you will find information and requirements as it relates to Gas facilities and Electric facilities. Please review these in detail, as it is critical to ensure your safety and to protect PG&E's facilities and its existing rights.

Below is additional information for your review:

1. This plan review process does not replace the application process for PG&E gas or electric service your project may require. For these requests, please continue to work with PG&E Service Planning: https://www.pge.com/en_US/business/services/building-and-renovation/overview/overview.page.
2. If the project being submitted is part of a larger project, please include the entire scope of your project, and not just a portion of it. PG&E's facilities are to be incorporated within any CEQA document. PG&E needs to verify that the CEQA document will identify any required future PG&E services.
3. An engineering deposit may be required to review plans for a project depending on the size, scope, and location of the project and as it relates to any rearrangement or new installation of PG&E facilities.

Any proposed uses within the PG&E fee strip and/or easement, may include a California Public Utility Commission (CPUC) Section 851 filing. This requires the CPUC to render approval for a conveyance of rights for specific uses on PG&E's fee strip or easement. PG&E will advise if the necessity to incorporate a CPUC Section 851 filing is required.

This letter does not constitute PG&E's consent to use any portion of its easement for any purpose not previously conveyed. PG&E will provide a project specific response as required.

Analysis: At this time, physical development of the project area is not proposed. Future development projects will be forwarded to the utility companies for review.

City, County and State agencies have also reviewed the proposal.

Services such as water, storm drain, sewer, fire and police can be provided to the annexation territory, in accordance with the General Plan, 2017 Sewer System Master Plan, and 2017 Water System Master Plan.

A Plan for Services has been prepared for the annexation area (**Attachment 3**).

Land Owners & Values:

Included in the Annexation with 100% Consent

APN	Address	Owner Name	Number of Registered Voters	Acres	Land Value
009-020-021	n/a	Todd and Bridget Neves; Stacey L. Claycamp; Dina R. Horner	0	6.29	\$110,529
009-020-023	n/a	Todd and Bridget Neves; Stacey L.	0	70.91	\$1,346,625

		Claycamp; Dina R. Horner			
009-020-024	12140 Fargo Avenue	Marvin G. Montoya and Fernando B. Gonzales	0	2.5	\$121,082
009-020-025	12192 Fargo Avenue	Marvin G. Montoya and Fernando B. Gonzales	0	2.5	\$148,000
009-020-046	12446 Fargo Avenue	John W. and Teresa Olivera	4	10.12	\$259,279
009-020-026	12228 Fargo Avenue	David F. Elder	2	2.5	\$148,000
009-020-047	n/a	Todd and Bridget Neves; Stacey L. Claycamp; Dina R. Horner	0	51.25	\$876,788

Not Consented

APN	Address	Owner Name	Number of Registered Voters	Acres	Land Value
009-030-009	12035 Fargo Avenue	Antonio V. and Rosalia F. Brasil	2	1	\$38,665
009-030-010	8056 12 th Avenue	Manuel L. and Maria C. Nunes	3	1.17	\$148,000
009-030-011	8080 12 th Avenue	Lyn W. and Carlos S. Dillon	2	1.21	\$47,523

Local Agency Formation Commission:

The Local Agency Formation Commission of Kings County (Kings County LAFCO) is the governing body, with the ultimate authority to make the determination of whether a property will be annexed.

An area is considered uninhabited if there are less than 12 registered voters within the annexation area. With thirteen registered voters, this is considered an inhabited annexation. If there are property owners who do not consent to the annexation, there is an opportunity for them to protest the property being included in the annexation. They can do this by submitting a written statement of their opposition prior to the LAFCO hearing.

Planning Commission:

The project was presented to the Planning Commission at their regularly scheduled meeting on Tuesday, May 11, 2021.

The project was presented to the Planning Commission. Staff recommended that:

1. The Planning Commission recommend adoption of Mitigated Negative Declaration No. 2021-01 to City Council;
2. Adopt Resolution 2021-05, and
3. Find Annexation 157 consistent with the General Plan and forward to City Council, recommending that an application be made to the Local Agency Formation Commission (LAFCO) of Kings County.

Public comment for the item included the following:

Favor:

1. John Zumwalt, representing the applicant: concurred with staff's recommendation and encouraged approval of the project.

Opposed:

1. Peter Verhoeven, resident: raised concerns about bypassing annexed, developable land, and highlighted General Plan policy to encourage orderly, concentric growth, limiting impacts to farmland.

Following the public comment portion, Chairperson Sanchez noted that LAFCO's map does not include the area in their primary sphere of influence. Staff highlighted that the primary sphere was in the process of being expanded and the annexation could not record until the Sphere of Influence expansion had been finalized, as a condition of approval.

Commissioner Paden asked if the annexation could proceed without the consent of those landowners. Staff replied that it would be LAFCO's decision whether to approve the annexation without those properties or not, but policy does not recommend creating islands.

Commissioner PADEN then asked if the property owners of the properties south of Fargo Avenue were notified that their property was planned (in the General Plan) for annexation. Ms. Myers replied that these properties were included in the General Plan, even prior to the current General Plan and that individual noticing was not mailed to individual property owners, since mailings exceeding 1,000 persons do not require individual noticing, but publication in the newspaper. City Attorney Ty Mizote concurred with staff's comments. He noted that the City met the legal requirements for noticing, as notice was published in the Hanford Sentinel, and he stated that individual landowners were not notified regarding the General Plan Update.

Former Commissioner Kemp Van EE asked for clarification regarding Mr. Verhoeven's property and other areas of annexation. John Zumwalt provided background information on an annexed area contiguous to the proposed annexation.

The applicant, Todd Neves received permission to speak to address the Planning Commission.

The Commissioners voted:

1. 3 to 2 motion to approve adoption of Mitigated Negative Declaration No. 2021-01 for the project to the City Council. (Motion passed)
2. 3 to 2 motion to adopt resolution No. 2021-05, recommending approval of Prezone No. 2020-02 to the City Council. (Motion passed)
3. 2 to 3 motion to find that the proposed Annexation 157 (as amended) is consistent with the Hanford General Plan Policies L15 and L17 and forward Annexation No. 157 to the City Council, with a recommendation that an application be made to the Local Agency Formation Commission (LAFCO) of Kings County. (Motion failed)

The meeting minutes are attached – **Attachment 4.**

The Planning Commission Resolution 2021-05 is attached – **Attachment 5.**

PROJECT EVALUATION

Annexation No. 157

The project is a request to annex approximately 153 acres into the City of Hanford from the Kings County jurisdiction. The City of Hanford is in the process of expanding the Sphere of Influence. The proposed annexation area is located in an area not currently in the Primary Sphere of Influence, but once the Sphere Expansion has been processed, the property will be located within the primary sphere of influence. As a condition of approval, this proposed annexation cannot record until expansion of the sphere has been finalized.

See the proposed annexation (**Attachment 1**).

Annexation of land into Hanford allows previously undeveloped land to become available for development and allows the City of Hanford to provide the territory that is annexed with its full range of City services. The annexation process can serve as an interim growth management tool, by limiting annexation to only the land that is needed for growth at the time.

The Hanford Planning Commission is charged with reviewing proposed annexation and making a finding of consistency with the Hanford General Plan to forward to the City Council. Since the Planning Commission could not make a consistency finding, the City Council will need to find that Annexation 157 is consistent with the Hanford General Plan Policy L15 and L17.

Policy L15 Initiation of Annexations

Consider initiation of annexation of land into the City of Hanford only when the following criteria are met:

1. The land is within the Primary Sphere of Influence.

Analysis: On April 20, 2021, the City of Hanford City Council initiated a Sphere of Influence Expansion. The current Sphere of Influence was adopted in 2008 and does not include the proposed annexation area. The Sphere of Influence expansion proposed does include

the annexation area.

Once the Sphere Expansion has been processed, the property will be located within the primary sphere of influence. As a condition of approval, this proposed annexation cannot record until expansion of the sphere has been finalized. At the direction of Kings County LAFCo, the Sphere Expansion will not proceed without the processing of the annexation of the eight county islands. It is estimated that the sphere expansion and eight-island annexation will be submitted to LAFCo the end of October/beginning of November, to tentatively be heard in December.

The proposed Sphere of Influence Expansion area is coterminous with the City's Planned Area, as defined by the General Plan - shown in **Attachment 2**.

2. The capacity of the water, sewer, fire, school, and police services are adequate to service the area to be annexed, or will be adequate at the time that development occurs.

Analysis: A Plan for Services has been prepared by Engineering for Water, Sanitary Sewer, and Storm Drainage. Services will be adequate at the time that development occurs. There is not a physical development proposed at this time.

At the time of development, the following will be required to occur:

Sewer Improvements

The developer's engineer will be required to provide a sanitary sewer master plan, complete with calculations for the entire subdivision, for City Public Works Department review and approval prior to recording a subdivision final map. Provisions will be made to provide service for future areas of development located adjacent to the subdivision.

Storm Drainage Improvements

The developer's engineer will be required to provide a storm drainage master plan, complete with calculations for the entire subdivision, for City Public Works Department review and approval prior to recording a subdivision final map. Provisions shall be made for service to future areas of development located adjacent to the subdivision.

Water System

The developer's engineer will be required to provide a water system master plan, complete with calculations for the entire subdivision, for City review and approval prior to recording a subdivision final map. Provisions will be made for service to future areas of development located adjacent to the subdivision.

Fire and Police

Fire and police services are adequate to service the area to be annexed. Impacts to fire and police services will be mitigated through payment of impact fees.

School

The project is located within the Hanford Joint Union High School District and the Pioneer Unified Elementary School District.

Notice of the proposed project was sent to the interested agencies for pre-consultation and normal consultation. A response was received by the Hanford Joint Union High School District stating, "This is our most impacted school boundary. Adding additional housing in this area will cause severe overcrowding."

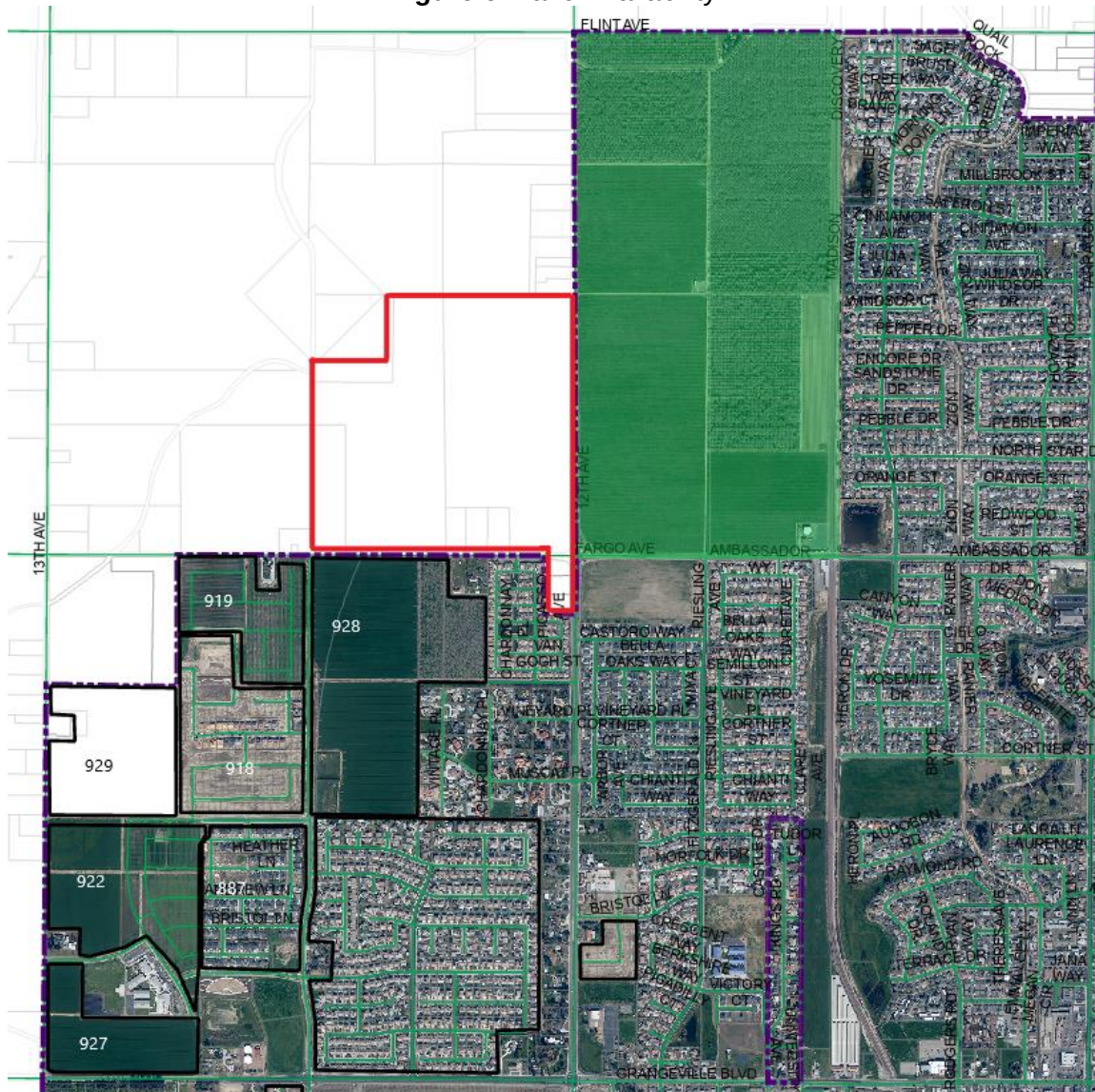
The City's role in development and managing school sites and programs is limited. The various school districts truly govern where a new school site would be located and when it would be necessary to construct or expand facilities, in order to adequately accommodate population growth. Elected governing school boards are responsible for budgeting and decision-making and the State Department of Education establishes school site and construction standards. The General Plan provides policy which focuses on collaboration with school districts in determining new school locations and utilizing school facilities for general public needs. School districts would be able to utilize the General Plan, along with other plans, standards, and codes, to establish new school sites and to make decisions on school amenities and cohesiveness with the surrounding area. The development will be subject to School Impact fees, in order to mitigate the effect of the project on schools.

3. Land for development within the City limits is insufficient to meet the current land use needs.

Analysis: The majority of the northwest planning area, east of 13th Avenue, west of the railroad, north of Grangeville and south of Flint Avenue has been developed, is under construction, or under entitlement. See Figure 6, below. Future development of the annexation area will be directly contiguous to urban development to the south – Tract 928 and Copper Valley.

There are approximately 320 acres available for development east of the proposed annexation area. This land was formerly entitled in a Master Plan Community, the Villagio Project, which was approved in 2009 and expired in 2011. The land is currently used for agricultural processes, but is for sale, with developer interest.

Figure 6: Land Availability



4. The territory to be annexed is contiguous to existing developed areas.

Analysis: The territory to be annexed is directly contiguous to the current City limits to the east and south. As presented in Figure 6, the proposed annexation area would be contiguous to Tentative Tract 928 and the existing Copper Valley subdivision to the south. The property east of the project site is within the City limits but not entitled or developed.

Policy L17 Plan for Services

Prepare and make publicly available a written Plan for Services that describes how urban services will be provided prior to initiating an annexation.

Analysis: The Plan for Services was prepared by the Public Works Department and has been made publicly available, concurrent with the Notice of Public Hearing.

A Plan for Services is attached (**Attachment 3**).

Favorable Factors for Annexation

Favorable and unfavorable factors for annexation have been adopted by LAFCO. The existence of favorable or unfavorable factors should not decide approval or denial; however, a substantial number of favorable or unfavorable factors may determine approval or denial of the proposal.

1. The proposed area is close to urban development and municipal-type services and would enhance its potential for full development.

Analysis: Favorable Factor - That the proposed area is close to the existing City limits and is a logical extension of the City. The annexation area can be served by municipal-type services. The annexation area is designated as High-, Medium-, and Low-Density Residential by the General Plan and is necessary to accommodate growth within the City of Hanford. The development proposed for the annexation area is consistent with the General Plan and the updated proposed Sphere of Influence.

2. The proposed annexation conforms to the adopted General Plan.

Analysis: Favorable Factor - That the annexation area is proposed to be rezoned R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, in accordance with the General Plan. There is not a proposal for development at this time, however future development will be required to conform with the General Plan designation for the area, High-, Medium-, and Low-Density Residential.

The annexation is consistent with the General Plan Section 3.2.4, which states, "Annexation of land into Hanford allows previously undeveloped land to become available for development and allows the City of Hanford to provide the territory that is annexed with its full range of City services." The annexation area is also consistent with Policy L15 and L17 of the General Plan, as analyzed above.

3. The proposed area is consistent with the sphere of influence.

Analysis: Favorable Factor - That on April 20, 2021, the City of Hanford City Council initiated a Sphere of Influence Expansion. The current Sphere of Influence was adopted in 2008 and does not include the proposed annexation area. The Sphere of Influence expansion proposed does include the annexation area.

Once the Sphere Expansion has been processed, the property will be located within the primary sphere of influence. *As a condition of approval, this proposed annexation cannot record until expansion of the sphere has been finalized.* At the direction of Kings County LAFCo, the Sphere Expansion will not proceed without the processing of the annexation of the eight county islands. It is estimated that the sphere expansion and eight-island annexation will be submitted to LAFCo the end of October/beginning of November, to tentatively be heard in December.

The proposed Sphere of Influence Expansion area is coterminous with the City's Planned Area, as defined by the General Plan - shown in **Attachment 2**.

4. The proposed annexation comes with 100% consent of all landowners.

Analysis: Unfavorable Factor - The annexation area does not come with 100% consent of the land owners.

All the land owners in the applicant's original annexation request, for the land located north of Fargo Avenue have consented to the annexation and provided a Consent to Annex form. **(Attachment 6).**

The three property owners located south of Fargo Avenue, APN 009-030-009, 009-030-010, and 009-030-011, have not consented to the annexation. This would present an unfavorable factor for annexation.

Prezone No. 2020-02

Prezone No. 2020-02 is a request to pre-zone the annexation area as R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, in accordance with the General Plan designation for the area. The General Plan Designation for the area is High, Medium-, and Low-Density Residential.

FINDINGS FOR APPROVAL

Annexation No. 157

Annexation No. 157 is consistent with the Hanford General Plan Policy L15 and L17:
Policy L15 Initiation of Annexations

Consider initiation of annexation of land into the City of Hanford only when the following criteria are met:

1. The land is within the Primary Sphere of Influence.

Analysis: On April 20, 2021, the City of Hanford City Council initiated a Sphere of Influence Expansion. The current Sphere of Influence was adopted in 2008 and does not include the proposed annexation area. The Sphere of Influence expansion proposed does include the annexation area.

Once the Sphere Expansion has been processed, the property will be located within the primary sphere of influence. As a condition of approval, this proposed annexation cannot record until expansion of the sphere has been finalized. At the direction of Kings County LAFCo, the Sphere Expansion will not proceed without the processing of the annexation of the eight county islands. It is estimated that the sphere expansion and eight-island annexation will be submitted to LAFCo the end of October/beginning of November, to tentatively be heard in December.

The proposed Sphere of Influence Expansion area is coterminous with the City's Planned Area, as defined by the General Plan - shown in **Attachment 2.**

2. The capacity of the water, sewer, fire, school, and police services are adequate to service the area to be annexed, or will be adequate at the time that development occurs.

Analysis: A Plan for Services has been prepared by Engineering for Water, Sanitary Sewer, and Storm Drainage. Services will be adequate at the time that development occurs. There is not a physical development proposed at this time.

At the time of development, the following will be required to occur:

Sewer Improvements

The developer's engineer will be required to provide a sanitary sewer master plan, complete with calculations for the entire subdivision, for City Public Works Department review and approval prior to recording a subdivision final map. Provisions will be made to provide service for future areas of development located adjacent to the subdivision.

Storm Drainage Improvements

The developer's engineer will be required to provide a storm drainage master plan, complete with calculations for the entire subdivision, for City Public Works Department review and approval prior to recording a subdivision final map. Provisions shall be made for service to future areas of development located adjacent to the subdivision.

Water System

The developer's engineer will be required to provide a water system master plan, complete with calculations for the entire subdivision, for City review and approval prior to recording a subdivision final map. Provisions will be made for service to future areas of development located adjacent to the subdivision.

Fire and Police

Fire and police services are adequate to service the area to be annexed. Impacts to fire and police services will be mitigated through payment of impact fees.

School

The project is located within the Hanford Joint Union High School District and the Pioneer Unified Elementary School District.

Notice of the proposed project was sent to the interested agencies for pre-consultation and normal consultation. A response was received by the Hanford Joint Union High School District stating, "This is our most impacted school boundary. Adding additional housing in this area will cause severe overcrowding."

The City's role in development and managing school sites and programs is limited. The various school districts truly govern where a new school site would be located and when it would be necessary to construct or expand facilities, in order to adequately

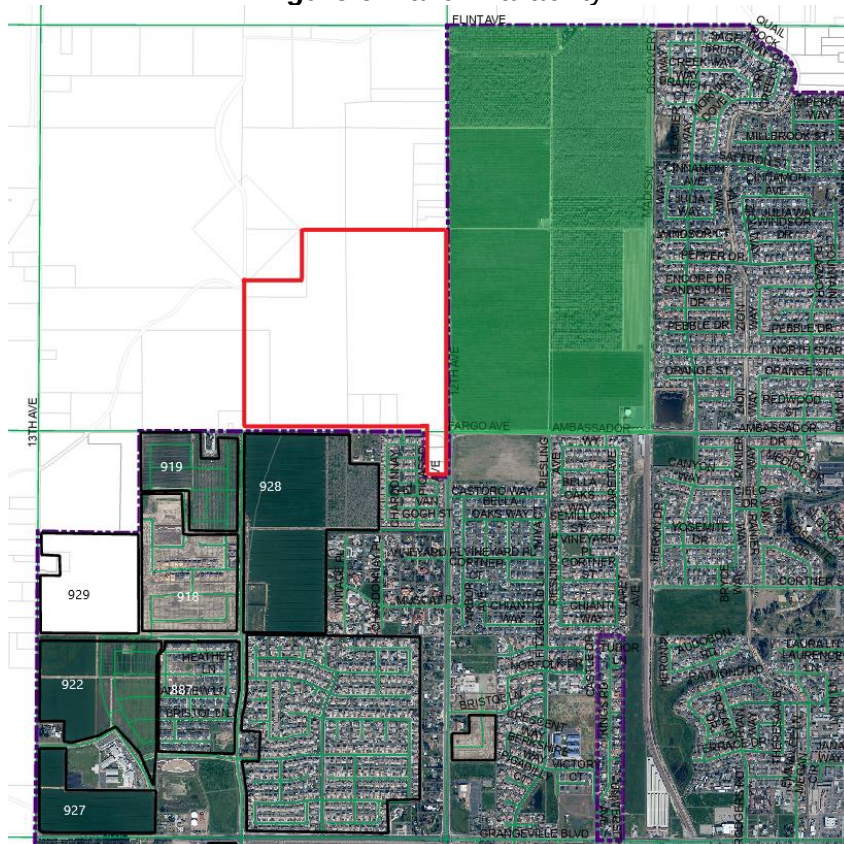
accommodate population growth. Elected governing school boards are responsible for budgeting and decision-making and the State Department of Education establishes school site and construction standards. The General Plan provides policy which focuses on collaboration with school districts in determining new school locations and utilizing school facilities for general public needs. School districts would be able to utilize the General Plan, along with other plans, standards, and codes, to establish new school sites and to make decisions on school amenities and cohesiveness with the surrounding area. The development will be subject to School Impact fees, in order to mitigate the effect of the project on schools.

3. Land for development within the City limits is insufficient to meet the current land use needs.

Analysis: The majority of the northwest planning area, east of 13th Avenue, west of the railroad, north of Grangeville and south of Flint Avenue has been developed, is under construction, or under entitlement. See Figure 6, below. Future development of the annexation area will be directly contiguous to urban development to the south – Tract 928 and Copper Valley.

There are approximately 320 acres available for development east of the proposed annexation area. This land was formerly entitled in a Master Plan Community, the Villagio Project, which was approved in 2009 and expired in 2011. The land is currently used for agricultural processes, but is for sale, with developer interest.

Figure 6: Land Availability



4. The territory to be annexed is contiguous to existing developed areas.

Analysis: The territory to be annexed is directly contiguous to the current City limits to the east and south. As presented in Figure 6, the proposed annexation area would be contiguous to Tentative Tract 928 and the existing Copper Valley subdivision to the south. The property east of the project site is within the City limits but not entitled or developed.

Policy L17 Plan for Services

Prepare and make publicly available a written Plan for Services that describes how urban services will be provided prior to initiating an annexation.

Analysis: The Plan for Services was prepared by the Public Works Department and has been made publicly available, concurrent with the Notice of Public Hearing.

Prezone No. 2020-02 (as amended)

In accordance with the Hanford Municipal Code Section 17.86.030, before a zone change may be approved, all of the following findings shall be made by the reviewing authority:

1. That the amendment is internally consistent with the goals, objectives, and policies of the General Plan and the Municipal Code.

Analysis: That Prezone No. 2020-02 is internally consistent with the goals, objectives, and policies of the General Plan, specifically consistent with Land Use Policies L15 and L17. There is not a plan for development at this time, however future development of the project area will be required to conform to the General Plan and Zoning regulations set forth for the High-, Medium-, and Low-Density Residential zone district.

2. That the amendment would not be detrimental to the public health, safety, or welfare of the community.

ANALYSIS: That this application has been reviewed by County departments, utility companies, City Fire Department, City Building Department, and other involved departments. Any mitigation required for public health and safety were applied to the proposal and required in the mitigation monitoring and reporting program.

3. That the amendment would maintain the appropriate balance of land uses within the City.

Analysis: That jobs-housing balance is achieved by increasing opportunities for people to work and live in close proximity. The ratio is expressed as the number of jobs divided by the number of housing units. The jobs-housing balance is a general tool for analyzing where people work, where they live, and how effectively they can travel between the two. In the planning area, the existing jobs-housing balance ratio in 2013-2014 was 1.17. It is estimated that the implementation of the General Plan would increase the jobs-housing balance by 0.45 to 1.62, which would make the planning area a jobs-rich area. The prezone is considered an implementation of the General Plan, which designates the project site as High-, Medium-, and Low-Density Residential.

4. That the anticipated land uses on the subject site would be compatible with existing and future surrounding uses.

Analysis: That there is not a plan for development of the project area, at this time. The anticipated land uses on the subject site would be high-, medium- and low-density residential. Future development would be required to comply with the General Plan and zoning designation for the property. The residential uses would be compatible with the existing and future surrounding uses, which includes various residential tracts at differing densities.

ENVIRONMENTAL ASSESSMENT

PRE-CONSULTATION

In accordance with Section 15603(g) of the California Environmental Quality Act (CEQA) Guidelines, the project proposal was forwarded to the responsible and interested agencies for early consultation. Comments were received from the following agencies:

1. Consultation from Pacific Gas and Electric Company (Received January 4, 2021).
2. Consultation from Renee Creech with the Hanford Joint Union High School District (Received January 6, 2021).
3. Consultation from Shana Powers with the Tachi Yokut Santa Rosa Rancheria Tribe (Received January 11, 2021).
4. Consultation from Nancy Gonzalez-Lopez with the Native American Heritage Commission (Received February 25, 2021).
5. Consultation from Arnaud Marjollet with the San Joaquin Valley Air Pollution Control District (Received January 22, 2021).

Responses to comments are addressed within the initial study and are as follows:

Pacific Gas and Electric:

Consultation was received from Pacific Gas and Electric and is as follows:

Thank you for submitting the ANX 157 plans for our review. PG&E will review the submitted plans in relationship to any existing Gas and Electric facilities within the project area. If the proposed project is adjacent/or within PG&E owned property and/or easements, we will be working with you to ensure compatible uses and activities near our facilities.

Attached you will find information and requirements as it relates to Gas facilities and Electric facilities. Please review these in detail, as it is critical to ensure your safety and to protect PG&E's facilities and its existing rights.

Below is additional information for your review:

1. This plan review process does not replace the application process for PG&E gas or electric service your project may require. For these requests, please continue to work with PG&E Service Planning: https://www.pge.com/en_US/business/services/building-and-renovation/overview/overview.page.

2. If the project being submitted is part of a larger project, please include the entire scope of your project, and not just a portion of it. PG&E's facilities are to be incorporated within any CEQA document. PG&E needs to verify that the CEQA document will identify any required future PG&E services.
3. An engineering deposit may be required to review plans for a project depending on the size, scope, and location of the project and as it relates to any rearrangement or new installation of PG&E facilities.

Any proposed uses within the PG&E fee strip and/or easement, may include a California Public Utility Commission (CPUC) Section 851 filing. This requires the CPUC to render approval for a conveyance of rights for specific uses on PG&E's fee strip or easement. PG&E will advise if the necessity to incorporate a CPUC Section 851 filing is required.

This letter does not constitute PG&E's consent to use any portion of its easement for any purpose not previously conveyed. PG&E will provide a project specific response as required.

Staff Analysis: At this time, physical development of the project area is not proposed. Future development projects will be forwarded to the utility companies for review.

Santa Rosa Rancheria Tachi Yokut Tribe

Consultation was received from Shana Powers with the Santa Rosa Rancheria Tachi Yokut Tribe on January 11, 2021, stating the following: Thank you for contacting Santa Rosa Rancheria Tachi Yokut Tribe about the proposed project. The Tribe has concerns. We recommend contacting the NAHC. We recommend a cultural resource record search and survey. We are requesting those results. Based upon those findings, we may recommend monitoring. We are recommending a Cultural Presentation for construction staff, prior to ground disturbing activities, mandated by the conditional use permit or any other permit required.

Staff Analysis: As requested, the City of Hanford consulted with the Native American Heritage Commission, NAHC, and received a list of potentially-affected tribes requiring consultation. Consultation was sent on March 1, 2021. Responses were not received, as of the date of preparation of this report.

A Cultural Resources Records Search was conducted by the Southern San Joaquin Valley Information Center for the General Plan Update on February 10, 2014. Within the Project Area, defined by the General Plan Update, there were 52 known/recorded cultural resources. The list was reviewed which did not include any known/recorded cultural resources within this specific project.

Native American Heritage Commission

Attached is a list of tribes that have cultural and traditional affiliation to the area of potential effect (APE) for the project referenced above. I suggest you contact all of the tribes listed, and if they cannot supply information regarding the presence of cultural resources, they may recommend others with specific knowledge. The list should provide a starting place to locate areas of potential adverse impact within the APE. By contacting all those on the list, your organization will better able to respond to claims of failure to consult, as consultation may be required under specific state Statutes. If a response from the tribe has not been received within two weeks of notification,

the Native American Heritage Commission (NAHC) requests that you follow up with a telephone call or email to ensure that the project information has been received.

The NAHC also recommends that the project proponents conduct a record search of the NAHC's Sacred Lands File (SLF) and also of the appropriate regional archaeological Information Center of the California Historic Resources Information System (CHRIS) to determine if any tribal cultural resources are located within the APE of the project.

The SLF, established under Public Resources Code sections 5094. subd. (a) and 5097.96, includes sites submitted to the NAHC by California Native American tribes. The request form to search the SLF can be found at <http://nahc.ca.gov/resources/forms>. To request a search of the CHRIS system, please contact http://php.parks.ca.gov/?page_id=1068. Please note, the records maintained by the NAHC and CHRIS are not exhaustive or conclusive. A negative response to a search does not preclude the existence of tribal cultural resources. A tribe may in fact be the only source for information about tribal cultural resources within an APE.

If you receive notification of change of addresses and phone numbers from tribes, please notify the NAHC. With your assistance, we can assure that our contact list remains current.

Staff Analysis: As directed by the NAHC, staff sent consultation notices to the list of tribes that have a cultural and traditional affiliation to the area of potential effect, however no responses were received. Staff reviewed the Cultural Records Search, conducted with the General Plan Update and verified that there were no known/recorded cultural resources within the identified project area.

Hanford Joint Union High School District:

Consultation was received from Renee Creech with the Hanford Joint Union High School District, stating, "this is our most impacted school boundary. Adding additional housing in this area will cause severe overcrowding.

Staff Analysis: The City's role in development and managing school sites and programs is limited. The various school districts truly govern where a new school site would be located and when it would be necessary to construct or expand facilities in order to adequately accommodate population growth. Elected governing school boards are responsible for budgeting and decision-making and the State Department of Education establishes school site and construction standards. The General Plan provides policy which focus on collaboration with school districts in determining new school locations and utilizing school facilities for general public needs. School districts would be able to utilize the General Plan along with other plans, standards, and codes to establish new school sites and to make decisions on school amenities and cohesiveness with the surrounding area. Future development will be subject to School Impact fees in order to mitigate the effect of the project on schools.

San Joaquin Valley Air Pollution Control District

The following comments were received from the SJVAPCD:

The San Joaquin Valley Unified Air Pollution Control District (District) has reviewed the project referenced above from the City of Hanford (City) consisting of request to annex 149.5 acres into City of Hanford, and a request to pre-zone the annexation area (Project).

The Project is located at northwest corner of 12th Avenue and Fargo Avenue, in Hanford, CA (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047).

Project Scope

The Project consists of a request to annex 149.5 acres into the City of Hanford from the Kings County jurisdiction. The Project also includes a request to pre-zone the annexation area as R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, in accordance with the General Plan designation for the area.

The annexation or division of land into individual parcels or rezone will not have an impact on air quality. However, if approved, future development will contribute to the overall decline in air quality due to construction activities, increased traffic, and ongoing operational emissions.

Future development may require further environmental review and mitigation. Referral documents for those projects should include a project summary detailing, at a minimum, the land use designation, project size, and proximity to sensitive receptors and existing emission sources.

District significance thresholds for annual emissions of criteria pollutants are the following: 100 tons per year of carbon monoxide (CO), 10 tons per year of oxides of nitrogen (NOx), 10 tons per year of reactive organic gases (ROG), 27 tons per year of oxides of sulfur (SOx), 15 tons per year of particulate matter of 10 microns or less in size (PM10), or 15 tons per year of particulate matter of 2.5 microns or less in size (PM2.5).

Other potential significant air quality impacts related to Toxic Air Contaminants (see information below under Health Risk Assessment), Ambient Air Quality Standards, Hazards and Odors, may require assessments and mitigation. More information can be found in the District's Guidance for Assessing and Mitigating Air Quality Impacts at: https://www.valleyair.org/transportation/GAMAQI_12-26-19.pdf

The District offers the following comments:

For future development projects, the District recommends that a review of the projects' potential impact on air quality consider the following items:

1) Project Related Criteria Pollutant Emissions

For future development projects, the District recommends that a review of the projects' potential impact on air quality consider the following items:

1a) Project Related Construction Emissions

Construction emissions are short-term emissions and should be evaluated separately from operational emissions. Equipment exhaust, as well as fugitive dust emissions should be quantified. For reference, the District's annual criteria thresholds of significance for construction are listed above

The District recommends that the City consider the use of the cleanest reasonably available off-road construction practices (i.e. eliminating unnecessary idling) and fleets, as set forth in §2423 of Title 13 of the California Code of Regulations, and Part 89 of Title 40 Code of Federal Regulations as a mitigation measure to reduce Project related impacts from construction related exhaust emissions.

1b) Project Related Operational Emissions

Emissions from stationary sources and mobile sources should be analyzed separately. For reference, the District's annual criteria thresholds of significance for operational emissions are listed above.

1c) Recommended Model

Project related criteria pollutant emissions from construction and operational sources should be identified and quantified. Emissions analysis should be performed using CalEEMod (**California Emission Estimator Model**), which uses the most recent approved version of relevant Air Resources Board (ARB) emissions models and emission factors. CalEEMod is available to the public and can be downloaded from the CalEEMod website at: www.caleemod.com.

2) Health Risk Screening/Assessment

A Health Risk Screening/Assessment identifies potential Toxic Air Contaminants (TAC's) impact on surrounding sensitive receptors such as hospitals, daycare centers, schools, work-sites, and residences. TAC's are air pollutants identified by the Office of Environmental Health Hazard Assessment/California Air Resources Board (OEHHA/CARB) that pose a present or potential hazard to human health. A common source of TACs can be attributed to diesel exhaust emitted from both mobile and stationary sources. List of TAC's identified by OEHHA/CARB can be found at: <https://ww2.arb.ca.gov/resources/documents/carb-identified-toxic-air-contaminants>

The District recommends future development project(s) be evaluated for potential health impacts to surrounding receptors (on-site and off-site) resulting from operational and multi-year construction TAC emissions.

i) The District recommends conducting a screening analysis that includes all sources of emissions. A screening analysis is used to identify projects which may have a significant health impact. A prioritization, using CAPCOA's updated methodology, is the

recommended screening method. A prioritization score of 10 or greater is considered to be significant and a refined Health Risk Assessment (HRA) should be performed.

For your convenience, the District's prioritization calculator can be found at:

http://www.valleyair.org/busind/pto/emission_factors/Criteria/Toxics/Utilities/PRIORITIZATION%20RMR%202016.XLS.

ii) The District recommends a refined HRA for development projects that result in a prioritization score of 10 or greater. Prior to performing an HRA, it is recommended that development project applicants contact the District to review the proposed modeling protocol. A development project would be considered to have a significant health risk if the HRA demonstrates that the project related health impacts would exceed the District's significance threshold of 20 in a million for carcinogenic risk and 1.0 for the Acute and Chronic Hazard Indices, and would trigger all feasible mitigation measures. The District recommends that development projects which result in a significant health risk not be approved.

For HRA submittals, please provide the following information electronically to the District for review:

- HRA AERMOD model files
- HARP2 files
- Summary of emissions source locations, emissions rates, and emission factor calculations and methodology.
 - More information on toxic emission factors, prioritizations and HRAs can be obtained by:
 - E-Mailing inquiries to: hramodeler@valleyair.org; or
 - The District can be contacted at (559) 230-6000 for assistance; or
 - Visiting the District's website (Modeling Guidance) at: http://www.valleyair.org/busind/pto/Tox_Resources/AirQualityMonitoring.htm.

3) Ambient Air Quality Analysis

An ambient air quality analysis (AAQA) uses air dispersion modeling to determine if emissions increases from a project will cause or contribute to a violation of the ambient air quality standards. The District recommends that an AAQA be performed for the Project if emissions exceed 100 pounds per day of any pollutant.

If an AAQA is performed, the analysis should include emissions from both Project specific permitted and non-permitted equipment and activities. The District recommends consultation with District staff to determine the appropriate model and input data to use in the analysis.

Specific information for assessing significance, including screening tools and modeling guidance is available online at the District's website www.valleyair.org/ceqa.

4) District Rules and Regulations

The District issues permits for many types of air pollution sources and regulates some activities not requiring permits. A project subject to District rules and regulation would reduce its impacts on air quality through compliance with regulatory requirements. In general, a regulation is a collection of rules, each of which deals with a specific topic. Here are a couple of example, Regulation II (Permits) deals with permitting emission sources and includes rules such as District permit requirements (Rule 2010), New and Modified Stationary Source Review (Rule 2201), and implementation of Emission Reduction Credit Banking (Rule 2301).

The list of rules below is neither exhaustive nor exclusive. Current District rules can be found online at: www.valleyair.org/rules/1ruleslist.htm. To identify other District rules or regulations that apply to this Project or to obtain information about District permit requirements, the applicant is strongly encouraged to contact the District's Small Business Assistance (SBA) Office at (559) 230-5888.

4a) District Rules 2010 and 2201 - Air Quality Permitting for Stationary Sources

Stationary Source emissions include any building, structure, facility, or installation which emits or may emit any affected pollutant directly or as a fugitive emission. District Rule 2010 requires operators of emission sources to obtain an Authority to Construct (ATC) and Permit to Operate (PTO) from the District. District Rule 2201 requires that new and modified stationary sources of emissions mitigate their emissions using best available control technology (BACT).

Future development projects may be subject to District Rule 2010 (Permits Required) and Rule 2201 (New and Modified Stationary Source Review) and may require District permits. Prior to construction, the Project proponent should submit to the District an application for an Authority to Construct (ATC). For further information or assistance, the project proponent may contact the District's Small Business Assistance (SBA) Office at (559) 230-5888.

4b) District Rule 9510 (Indirect Source Review)

The purpose of District Rule 9510 is to reduce the growth in both NO_x and PM₁₀ emissions associated with development and transportation projects from mobile and area sources associated with construction and operation of development projects. The rule encourages clean air design elements to be incorporated into development projects. In case the proposed development project clean air design

elements are insufficient to meet the targeted emission reductions, the rule requires developers to pay a fee used to fund projects to achieve off-site emissions reductions.

Accordingly, future development project(s) within the Project would be subject to District Rule 9510 if:

(1) Upon full build-out, the project would receive a project-level discretionary approval from a public agency and would equal or exceed any one of the following applicability thresholds:

- 50 dwelling units
- 2,000 square feet of commercial space;
- 25,000 square feet of light industrial space;
- 100,000 square feet of heavy industrial space;
- 20,000 square feet of medical office space;
- 39,000 square feet of general office space; or
- 9,000 square feet of educational space; or
- 10,000 square feet of government space; or
- 20,000 square feet of recreational space; or
- 9,000 square feet of space not identified above

(2) Or would equal or exceed any of the applicability thresholds in section 2.2 of the rule.

District Rule 9510 also applies to any transportation or transit development projects where construction exhaust emissions equal or exceed two (2.0) tons of NO_x or two (2.0) tons of PM₁₀.

In the case the future development project(s) are subject to District Rule 9510, an Air Impact Assessment (AIA) application is required and the District recommends that demonstration of compliance with District Rule 9510, before issuance of the first building permit, be made a condition of Project approval.

Information about how to comply with District Rule 9510 can be found online at: <http://www.valleyair.org/ISR/ISRHome.htm>.

The AIA application form can be found online at:
<http://www.valleyair.org/ISR/ISRFormsAndApplications.htm>.

District staff is available to provide assistance with determining if future development projects will be subject to Rule 9510, and can be reached by phone at (559) 230-6000 or by email at ISR@valleyair.org.

4c) Other District Rules and Regulations

Future development projects may also be subject to the following District rules: Regulation VIII, (Fugitive PM10 Prohibitions), Rule 4102 (Nuisance), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations). In the event an existing building will be renovated, partially demolished or removed, the project may be subject to District Rule 4002 (National Emission Standards for Hazardous Air Pollutants).

5) District Comment Letter

The District recommends that a copy of the District's comments be provided to the Project proponent.

Staff Analysis: As stated by the district, this project – the proposed annexation and pre-zoning of the land will not have an impact on air quality. However, if approved, future development will contribute to the overall decline in air quality due to construction activities, increased traffic, and ongoing operational emissions.

Future development may require further environmental review and mitigation. Referral documents for those projects will be forwarded to the District for review, upon application.

CONSULTATION

In accordance with Section 15073 of the California Environmental Quality Act Guidelines, a notice of intent to adopt a mitigated negative declaration was sent to the concerned agencies. Comments were not received as of the date of preparation of this report.

ENVIRONMENTAL ASSESSMENT

In accordance with CEQA guidelines, Annexation No. 157 and Prezone No. 2020-02 were evaluated in an Environmental Assessment/Initial Study. Based on the review, it was determined that the proposed project would not result in a significant adverse impact on the environment with the incorporation of mitigation measures, therefore Mitigated Negative Declaration No. 2021-01 has been prepared (**Attachment 7**).

A Notice of Intent to Adopt a Mitigated Negative Declaration was circulated for comment from April 2 to April 22, 2021.

PUBLIC COMMENTS

Notice of the City Council public hearing was published in the newspaper on Friday, July 23, 2021 and mailed to property owners within 500 feet of the project site on July 22, 2021.

Noticing of the Planning Commission public hearing was published in the newspaper on April 1 and again on April 30th, due to a public hearing postponement.

Notices of the Planning Commission public hearing were mailed to property owners within 300 feet of the project site on April 1, and again on April 29th, due to public hearing postponement.

One public comment was received, as of the date of preparation of this staff report.

1. Pete Verhoeven - Opposition – **Attachment 8.**

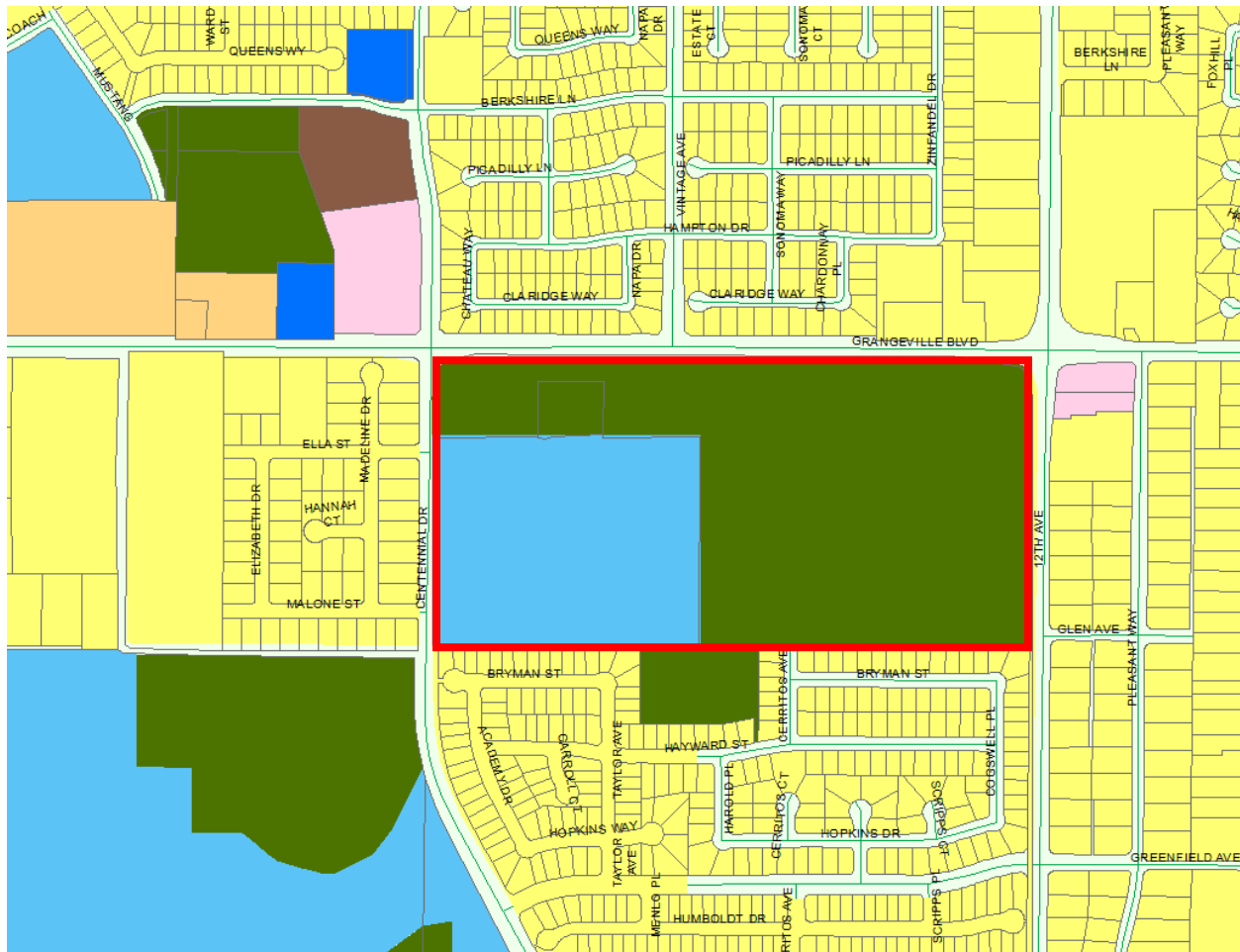
Mr. Verhoeven's opposition letter states, "I am strongly opposed as there is still 320 acres on the northeast corner and 20 acres on the south east corner of Fargo Ave and 12th Ave that have been annexed for years and not developed. There is also approximately 80 acres on the south side of Grangeville between 12th and 13th Ave. that is not developed. According to the General Plan in section 3.1 on page 25 it states "Orderly growth, concentrically located around the historic center of Hanford. Respect for private property rights. Preservation of farmland" among others. In allowing this annexation none of those will be followed. My family has owned our land since 1933 and I have had an address on the same quarter mile for over 62 years. When the person bought the 149 acres about 12 years ago he sent me a letter to try to get annexation started as he only purchased it for the investment. I declined then as now. All the city growth is going north – west, I was told years ago the plan was to go east. "

Analysis: The 320 acres on the northeast corner of 12th Avenue and Fargo Avenue is currently for sale. There has been recent developer interest in developing the 320 acres as residential. The 80 acres south of Grangeville between 12th Avenue and 13th are not able to be developed, since the General Plan designates that land as Open Space and Educational Facilities. The annexation area is within the 2035 growth boundary, specified by the General Plan. In accordance with *Policy L4 New Development within Boundary*, staff would only be able to recommend approval of new urban development within the 2035 Growth Boundary.

Figure 7: Referenced Property



Figure 8: General Plan Designation Open Space and Educational Facility



STAFF RECOMMENDATION

Staff recommends that the City Council:

1. Certify Mitigated Negative Declaration No. 2021-01 for the project.
2. Introduce and waive the first reading of Ordinance No. 21-2, approving Prezone No. 2020-02.
3. Find that the proposed Annexation No. 157 is consistent with the Hanford General Plan Policies L15 and L17.
4. Adopt Resolution No. 21-31-R, initiating proceedings for Annexation 147 and direct staff to file the appropriate forms with the Kings County Local Agency Formation Commission (LAFCo).

Applicant:

Todd Neves
P.O. Box 728
Armona, CA 93202

Property Owners (Consented)

Todd Neves
P.O. Box 728
Armona, AC 93202

Stacey L. Claycamp & Dina R. Horner
P.O. Box 728
Armona, AC 93202

Marvin G. Montoya & Fernando B. Gonzales
12140 and 12192 Fargo Avenue
Hanford, CA 93230

John W. and Teresa Olivera
12446 Fargo Avenue
Hanford, CA 93230

David F. and Virginia Elder
12228 Fargo Avenue
Hanford, CA 93230

Property Owners (Not Consented)

Antonio and Rosalia Brasil
12035 Fargo Avenue
Hanford, CA 93230

Maria and Manuel Nunes
8056 12th Avenue
Hanford, CA 93230

Lyn and Carlos Dillon
8080 12th Avenue
Hanford, CA 93230

**ORDINANCE NO. 21-2
PREZONE NO. 2020-02**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HANFORD PREZONING CERTAIN PROPERTY ADJACENT TO THE CITY OF HANFORD FROM COUNTY ZONING AL-10 LIMITED AGRICULTURAL 10-DISTRICT AND RR RURAL RESIDENTIAL TO R-H HIGH-DENSITY RESIDENTIAL, R-M MEDIUM-DENSITY RESIDENTIAL, AND R-L-5 LOW-DENSITY RESIDENTIAL, IN ACCORDANCE WITH THE GENERAL PLAN. THE PROJECT IS LOCATED AT THE NORTHWEST CORNER OF 12TH AVENUE AND FARGO AVENUE (APN 009-020-021, 009-020-023 THROUGH -026, 009-020-046, AND 009-020-047) AND THE SOUTHWEST CORNER OF 12TH AND FARGO AVENUES (APN 009-020-021, 009-020-023 THROUGH -026, 009-020-046, AND 009-020-047).

The City Council of the City of Hanford does ordain as follows:

Section 1: The following described territory situated in the City of Hanford is hereby prezoned under the terms of Chapter 17.86 of the Hanford Municipal Code:

Annexation 1567 filed by Todd Neves:

FROM: County zoning of AL-10 Limited Agricultural 10-District and RR Rural Residential

TO: City zoning R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential.

On property described as follows:

Approximately 153 acres generally located on the northwest corner of 12th Avenue and Fargo Avenue (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047) and the southwest corner of 12th and Fargo Avenues (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047), as depicted in attached **Exhibit A**; and

Section 2: The Council does hereby find as a fact that this Ordinance has been recommended for passage by the Planning Commission of the City of Hanford after public hearing before the Planning Commission after notice required by Section 17.70.100 of the Hanford Municipal Code and Government Code Section 65854. The City Council finds that Mitigated Negative Declaration No. 2021-01 is approved, in conformance with the California Environmental Quality Act. The City Council hereby finds that the prezoning is required to achieve the objectives of the zoning regulations as set forth in Section 17.06.010 of the Hanford Municipal Code, and that this Ordinance has been introduced by the City Council after public hearing held on the 3rd day of August 2021 at 7:00 p.m. of said day after notice required under the provisions of Section 65856 of the Government Code.

Attachment: Ordinance No. 21-2 (prezone) (Annexation 157)

Section 3: This Ordinance shall take effect thirty (30) days after its passage, and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage, and the zoning will apply to such property in the event of subsequent annexation to the City under the provisions of Section 65859 of the Government Code.

Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on the ____ day of _____, by the following roll call vote:

APPROVED

ATTEST:

MAYOR of the City of Hanford

Natalie Corral

CITY CLERK

STATE OF CALIFORNIA)

COUNTY OF KINGS) ss

CITY OF HANFORD)

I, NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Hanford on the 3rd day of August, 2021 and it was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the _____ day of _____, 2021.

Dated: _____

Natalie Corral

City Clerk

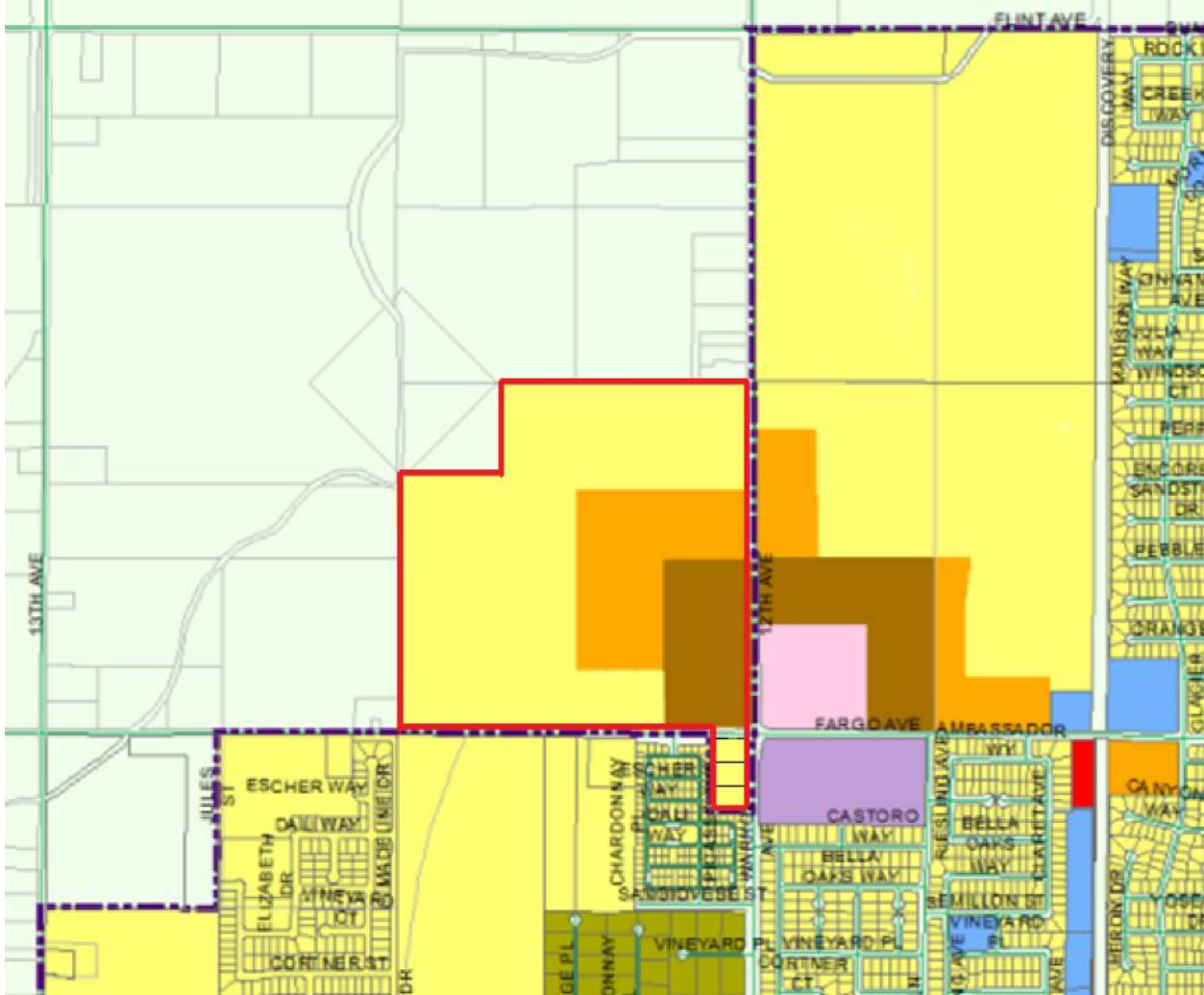
Attachment: Ordinance No. 21-2 (prezone) (Annexation 157)

Exhibit A

Prezone No. 2020-02

Figure 1: Prezone 2020-02

Proposed: R-L-5 Low-Density Residential, R-M Medium Density Residential, and R-H High-Density Residential



Attachment: Ordinance No. 21-2 (prezone) (Annexation 157)

RESOLUTION NO. 2021-31-R

A RESOLUTION OF APPLICATION BY THE CITY OF HANFORD REQUESTING THE LOCAL AGENCY FORMATION COMMISSION TO INITIATE PROCEEDINGS FOR ANNEXATION NO. 157, A REQUEST TO ANNEX APPROXIMATELY 153 ACRES OF UNINCORPORATED KINGS COUNTY LAND INTO THE CITY OF HANFORD FOR PROPERTY LOCATED ON THE NORTHWEST CORNER OF 12TH AVENUE AND FARGO AVENUE (APN 009-020-021, 009-020-023 THROUGH -026, 009-020-046, AND 009-020-047) AND THE SOUTHWEST CORNER OF 12TH AND FARGO AVENUES (APN 009-020-021, 009-020-023 THROUGH -026, 009-020-046, AND 009-020-047).

RESOLVED by the City Council of the City of Hanford, that,

WHEREAS, the City of Hanford desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Reorganization Act of 2000, Division 3, commencing with Section 5600 of the California Government Code, an affected City, as defined therein, may by resolution adopted by its legislative body make a proposal for a change of organization and request initiation of proceedings thereon; and

WHEREAS, notice of intent to adopt this resolution of application has been given, and this Council has conducted a public hearing based upon this notification; and

WHEREAS, the principal reasons for the proposed annexation are as follows:

1. The land will be within the Primary Sphere of Influence, upon finalization of the City's Sphere of Influence expansion request.
2. The capacity of the water, sewer, fire, school, and police services are adequate to service the area to be annexed, or will be adequate at the time that development occurs.
3. Land for development within the City limits is insufficient to meet the current land use needs.
4. The territory to be annexed is contiguous to existing developed areas.

WHEREAS, the following agency would be affected by the proposed jurisdictional changes:

<u>Agency</u>	<u>Nature of Change</u>
City of Hanford	Annexation

WHEREAS, the territory proposed to be annexed is inhabited, and a map and description of the boundaries of the territory are attached hereto as **Exhibits A** (annexation map) and **B** (legal description) and by this reference incorporated herein, and,

WHEREAS, the proposal is consistent with the General Plan of the City of Hanford; and

WHEREAS, it is desired to provide that the proposed annexation be subject to the following terms and conditions:

- 1. That the annexation area be prezoned R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, in accordance with the General Plan.
- 2. That Annexation 157 cannot proceed until the finalization of the Sphere of Influence expansion.
- 3. That if the Sphere of Influence is not expanded to include this territory, the annexation shall not be able to proceed.

WHEREAS, this proposal will be consistent with the spheres of influence for all agencies which would be affected by the annexation, once the Sphere of Influence expansion request has been finalized by the Local Area Formation Commission (LAFCo) of Kings County; and

WHEREAS, The Council certified that an Initial Study was prepared for the project, consistent with the California Environmental Quality Act; and

WHEREAS, the City Council determined that the project would not result in significant impacts to the environment with the incorporation of mitigation measures and Mitigated Negative Declaration No. 2021-01 was adopted and mitigations measures required, as included in the Mitigation Monitoring and Reporting Program, shown in **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED, this Resolution of Application is hereby adopted and approved by the City Council of the City of Hanford and the Local Agency Formation Commission of Kings County is hereby requested to take proceedings of the annexation of territory as authorized in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Hanford held on the 3rd day of August 2021, by the following vote:

AYES: Council Member

NOES: Council Member

Attachment: Resolution 2021-31-R (Annexation 157)

ABSTAIN:

Council Member _____

ABSENT:

Council Member _____

MAYOR*STATE OF CALIFORNIA)**COUNTY OF KINGS)**CITY OF HANFORD) SS*

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 3rd day of August, 2021.

Dated: _____

City Clerk

Attachment: Resolution 2021-31-R (Annexation 157)

Exhibit A

Annexation Map

Attachment: Resolution 2021-31-R (Annexation 157)

MAP OF TERRITORY ANNEXED TO THE CITY OF HANFORD

AND BEING PART OF THE KINGS RIVER CONSERVATION DISTRICT AND THE EXCLUSIVE KINGS RIVER RESOURCE CONSERVATION DISTRICT CITY OF HANFORD ORGANIZATION NO. _____

LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 15, T. 18 S., R. 21 E., M.D.B. & M. AND THE NORTHEAST QUARTER OF SECTION 22, T. 18 S., R. 21 E., M.D.B. & M. IN THE COUNTY OF KINGS, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME ON _____
AND IS BASED UPON RECORD DATA AND LAND RESOLUTION No. _____

DATED _____



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

CERTIFICATE OF COMPLETION

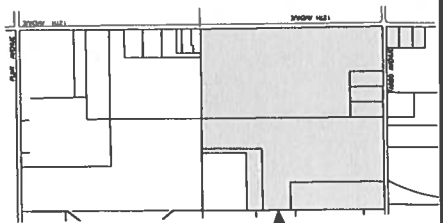
RECORDED AS DOCUMENT NO. _____
FILE _____
DOCUMENT NO. _____
RECORDED AT THE REQUEST OF THE LOCAL AGENCY FORMATION
COMMISSION OF KINGS COUNTY.
AT _____ MINUTES PAST _____ O'CLOCK, A.M., _____ 20____
IN VOLUME _____ OF LITENED SURVEY PLATS AT PAGE _____, KINGS COUNTY,
STATE OF CALIFORNIA.

KRISTINE LEE
COUNTY RECORDER

BY: _____
DEPUTY

VICINITY MAP

Not to Scale



LEGEND

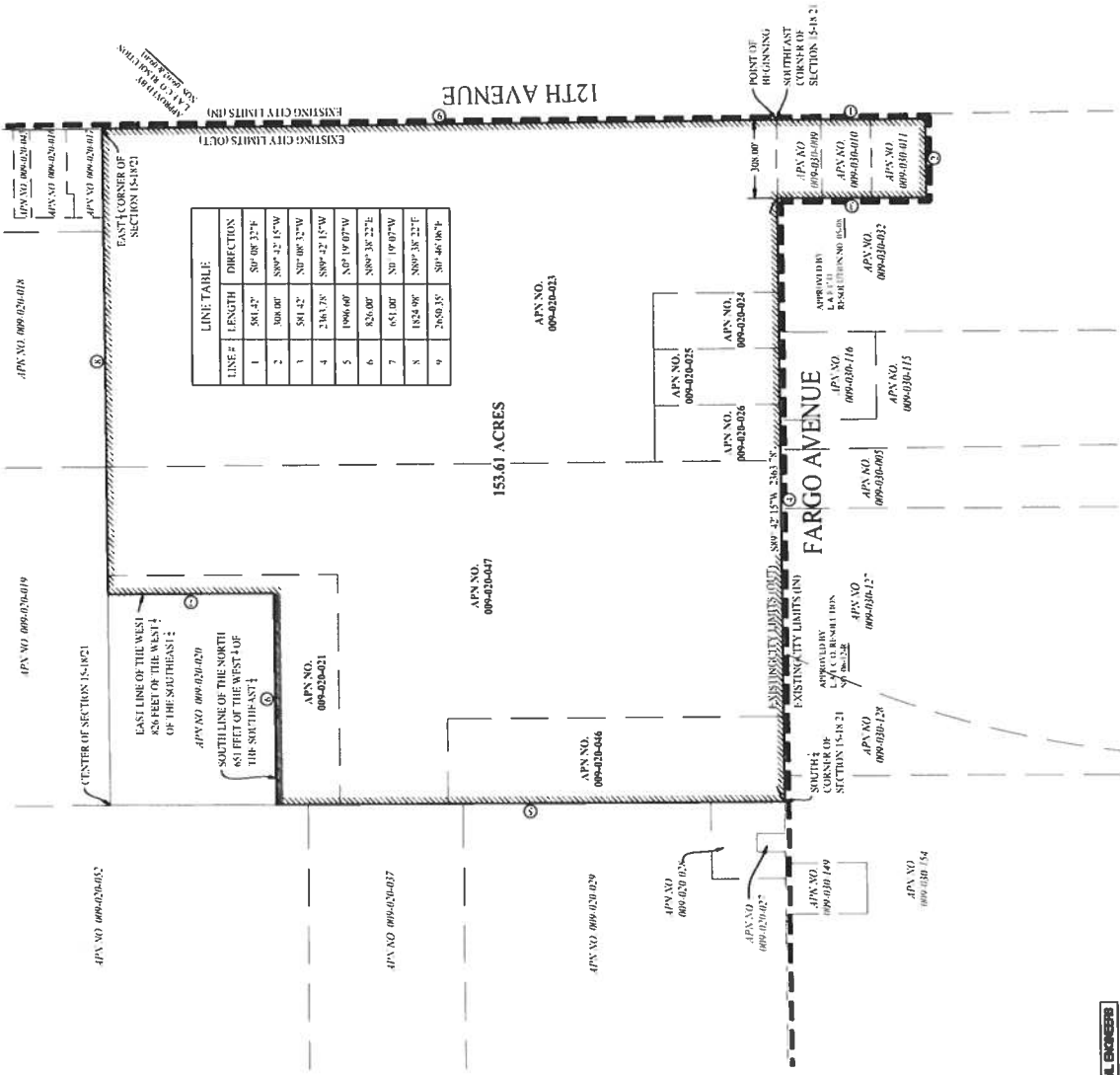
--- PREVIOUS EXISTING CITY LIMITS
--- BOUNDARY OF PROPERTY TO BE ANNEXED



SCALE: 1"=300'



SITE



LINE #	LENGTH	DIRECTION
1	581.42'	S 08° 08' 37" W
2	508.00'	S 89° 42' 15" W
3	581.42'	N 08° 08' 37" W
4	216.73'	S 89° 42' 15" W
5	1896.60'	N 5° 19' 07" W
6	826.00'	S 89° 38' 22" E
7	651.00'	N 19° 07" W
8	1824.96'	S 89° 38' 22" E
9	2650.35'	S 08° 46' 08" W

Civil Engineers
ZUMWALT
HANSEN &
LAND SURVEYORS

609 N. IRWIN ST. HANFORD, CA. 93230 PH. (559) 582-1056 FILE NO. 0771811 ONE SHEET ONLY

APN NO. 009-020-019 APN NO. 009-020-018 APN NO. 009-020-017 APN NO. 009-020-016 APN NO. 009-020-015 APN NO. 009-020-014 APN NO. 009-020-013 APN NO. 009-020-012 APN NO. 009-020-011 APN NO. 009-020-010 APN NO. 009-020-009 APN NO. 009-020-008 APN NO. 009-020-007 APN NO. 009-020-006 APN NO. 009-020-005 APN NO. 009-020-004 APN NO. 009-020-003 APN NO. 009-020-002 APN NO. 009-020-001

Exhibit B

Legal Description

Attachment: Resolution 2021-31-R (Annexation 157)

Annexation No. 157
Annexation to the City of Hanford
Geographical Description

Beginning at the Northeast corner of the Northeast Quarter of Section 22, Township 18 South, Range 21 East, MDB&M, according to approved Government Township Plats thereof, said point being on the existing City Limits boundary of the City of Hanford, also being within the County of Kings, State of California;

Thence along the existing boundary of the City of Hanford, the following courses:

- 1) Thence South 0°08'32" East, along the East line of said Northeast Quarter of Section 22, a distance of 581.42 feet to the intersection with the easterly prolongation of the South line of Parcel 3, as shown on a map recorded in Book 9, at Page 85 of Parcel Maps, in the Office of the Kings County Recorder;
- 2) Thence South 89°42'15" West, along last said prolongation and said South line of said Parcel 3, a distance of 308.00 feet to the Southwest corner thereof;
- 3) Thence North 0°08'32" West, along the west lines of Parcels 1, 2 and 3 of said Parcel Map, and the northerly prolongation thereof, a distance of 581.42 feet to the intersection with the North line of said Northeast Quarter of Section 22, also being the South line of the Southeast Quarter of Section 15, Township 18 South, Range 21 East, MDB&M;
- 4) Thence South 89°42'15" West, along said south line of Section 15, a distance of 2,363.78 feet to the Southwest corner of the Southeast Quarter of said Section 15;

Thence leaving the existing City boundary, the following courses:

- 5) Thence North 0°19'07" West along the West line of said Southeast Quarter, a distance of 1,996.60 feet to the Southwest corner of the North 651.00 feet of the West half of said Southeast Quarter;
- 6) Thence North 89°38'22" East along the South line of last said North 651 feet, a distance of 826.00 feet to the East line of the West 826 feet of the West half of said Southeast Quarter;
- 7) Thence North 0°19'07" West, along last said East line of the West 826 feet, a distance of 651.00 feet to the North line of said Southeast Quarter;
- 8) Thence North 89°38'22" East along last said North line, a distance of 1,824.98 feet to the Northeast corner of said Southeast Quarter, said corner being on the existing boundary of the city limits of Hanford;
- 9) Thence along the existing boundary of the City of Hanford, South 0°46'06" East along the East line of said Quarter, a distance of 2,650.35 feet to the Southeast corner of said Southeast Quarter, also being the **Point of Beginning**;

Containing 153.60 acres more or less.



Exhibit C

Mitigation Monitoring and Reporting Program

Attachment: Resolution 2021-31-R (Annexation 157)

Annexation 157 and Prezone No. 2020-02
Mitigation Measures
Mitigated Negative Declaration 2021-01

Mitigation Number	Potential Impact	Mitigation Measure	Responsible Party
AESTHETICS			
MM Aesthetics 1	The project could substantially degrade the existing visual character or quality of the site and its surroundings?	That the land be developed consistent with the General Plan, Hanford Municipal Code, and Tree Ordinance.	Developer
MM Aesthetics 2	The project may create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	That future development complies with the Hanford Municipal Code Section 17.50.140 Outdoor Lighting Standards and the California Building Code for outdoor lighting standards.	Developer
AGRICULTURE RESOURCES			
MM Agriculture 1	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	That upon physical development of the project site, a right-to-farm provision be recorded with the recording of a final subdivision map(s) to ensure that future residents of the homes in the project area are aware of the adjacent agricultural uses and their right to continue to operate.	Developer
AIR QUALITY			

MM Air Quality 1	The project may conflict with or obstruct implementation of the applicable air quality plan?	That future development projects be forwarded to the SJVAPCD for review and comments and that future development comply with the SJVAPCDC Air Quality Plan.	Developer
CULTURAL RESOURCES			
MM Cultural Resources 1-4	The project could potentially cause a substantial adverse change in the significance of an archeological resource pursuant to Public Resources Code 15064.5? The project could potentially disturb human remains, including those interred outside of formal cemeteries?	MM Cultural Resources 1: That a Burial Treatment Plan be entered to by the applicant/property owner prior to any earth disturbing activities. MM Cultural Resources 2: That prior to any ground-disturbing activities, a Cultural Presentation be given to the construction staff.	Developer to coordinate with the Tachi Yokut Tribe
GEOLOGY AND SOILS			
MM Geology 1	That the project may expose people or structures to potential substantial adverse effects including the risk of loss, injury, or death involving: - strong seismic ground shaking; - seismic-related ground failure, including liquefaction; - landslides. The project may be located on a geologic unit or soil that is unstable, or that would become	That the future physical development of the project comply with the applicable General Plan policies, as well as the California Building Code.	City of Hanford must ensure conditions are set forth to mitigate impacts; Developer to comply with standards

	unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?		
MM Geology 2	That the project may expose people or structures to potential substantial adverse effects including the risk of loss, injury, or death involving: - strong seismic ground shaking; - seismic-related ground failure, including liquefaction; - landslides. The project may be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	That a geotechnical and soil studies be prepared as a required by the Building Official (if applicable) for future physical development of the project area.	Building Official to require; developer to conduct study
MM Geology 3	That the project could result in substantial soil erosion or the loss of topsoil?	That the physical development of the project area comply with the Hanford Municipal Code Section 15.52 Flood Damage Prevention Regulation and the California Building Code, along with the plan check and development review process.	City to require; developer to comply
HYDROLOGY AND WATER QUALITY			
MM Hydrology 1 & 2	The project could potentially violate water quality standards or waste discharge	1) Future development that disturbs more than one acre is required to comply with the General Permit Order No. 2012-0006-DWQ during construction. Proponents of new development would have to develop and implement a stormwater pollution prevention plan (SWPPP) that	City to require; Developer to provide

	requirements. That the project could potentially substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	specifies best management practices (BMPs) to prevent construction pollutants from contacting stormwater, with the intent of keeping all products of erosion from moving off-site and into receiving waters; eliminate or reduce non-stormwater discharges to storm sewer systems and other waters of the United States; and inspect all BMPs; 2) New development would be required to implement appropriate minimum control measures (MCMs) and design standards in compliance with Phase II General Permit, as outlined in the Stormwater Management Plan, as well as the City's grading plan and site development requirements.	
MM Hydrology 3	The project could potentially substantially alter the existing drainage pattern of the site or area, including through the alteration of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	New development must submit grading plans. Site development must comply with the requirements of the City Building Division and incorporate best management practices/design standards.	City to require; Developer to provide
MM Hydrology 4	Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	New development must submit grading plans. Site development must comply with the requirements of the City Building Division and incorporate best management practices/design standards.	City to require; Developer to provide
MM Hydrology 5	Otherwise substantially degrade water quality?	New development would have to incorporate best management practices and adhere to design standards to maximize the reduction of pollutant loadings in runoff to the maximum extent practical.	City to require; Developer to provide

NOISE				
MM Noise 1	Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	That future development of the project site complies with applicable regulations and policies of the General Plan to ensure that construction-related impacts would be attenuated to the greatest extent feasible.	Residents and developer; Police to enforce	
MM Noise 2 & 3	Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? The project could cause a substantial temporary or periodic increase in ambient noise levels existing without the project?	That future construction is limited to the hours of 7 a.m. to 10 p.m.	Developer; Police to enforce	
PUBLIC FACILITIES				
MM Public Facilities 1	The project may result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities. (Fire)	The project will be subject to fire impact fees.	Developer to pay	

MM Public Facilities 2	The project may result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities. (Police)	The project will be subject to police impact fees.	Developer to pay
MM Public Facilities 3	The project may result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities. (Schools)	That the development of the project will be subject to School Impact Fees.	Developer to pay
MM Public Facilities 4	The project may result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities. (Parks)	That future development be required to provide park space at the ratio required by the General Plan, 3.5 acres per 1,000 residents.	City to require; developer to provide
RECREATION			
MM Recreation 1	The project could potentially increase the use of existing neighborhood and regional parks or other	That future development be required to provide park space at the ratio required by the General Plan, 3.5 acres per 1,000 residents.	City to require; developer to provide

	recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?		
UTILITIES AND SERVICE SYSTEMS			
MM Utilities 1	Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	That the future development would be required to implement water conservation measures.	City to require and ensure compliance; developer and future occupants to adhere
MM Utilities 2:	Would the project comply with federal, state, and local statutes related to solid waste?	That the future project be required to comply with all statutes and regulations related to solid waste.	City to require; developer to provide

MAP OF TERRITORY ANNEXED TO THE
CITY OF HANFORD

AND DETACHED FROM THE KINGS RIVER CONSERVATION DISTRICT
AND THE EXCELSIOR-KINGS RIVER RESOURCE CONSERVATION
DISTRICT, CITY OF HANFORD REORGANIZATION NO. _____.

LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 15, T. 18 S., R. 21 E., M.D.B. & M. AND
THE NORTHEAST QUARTER OF SECTION 22, T. 18S., R.21 E., M.D.B. & M., IN THE COUNTY OF KINGS,
STATE OF CALIFORNIA.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME ON _____,
AND IS BASED UPON RECORD DATA AND LAFCO RESOLUTION
No. _____.

DATED _____.

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



CERTIFICATE OF COMPLETION

RECORDED AS DOCUMENT NO. _____

FEE _____

DOCUMENT NO. _____

RECORDED AT THE REQUEST OF THE LOCAL AGENCY FORMATION
COMMISSION OF KINGS COUNTY.

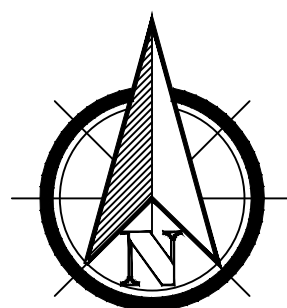
AT ____ MINUTES PAST ____ O'CLOCK __M., _____, 201__

IN VOLUME ____ OF LICENSED SURVEYORS' PLATS AT PAGE _____, KINGS COUNTY,
STATE OF CALIFORNIA.

KRISTINE LEE
COUNTY RECORDER
BY: _____
DEPUTY

LEGEND

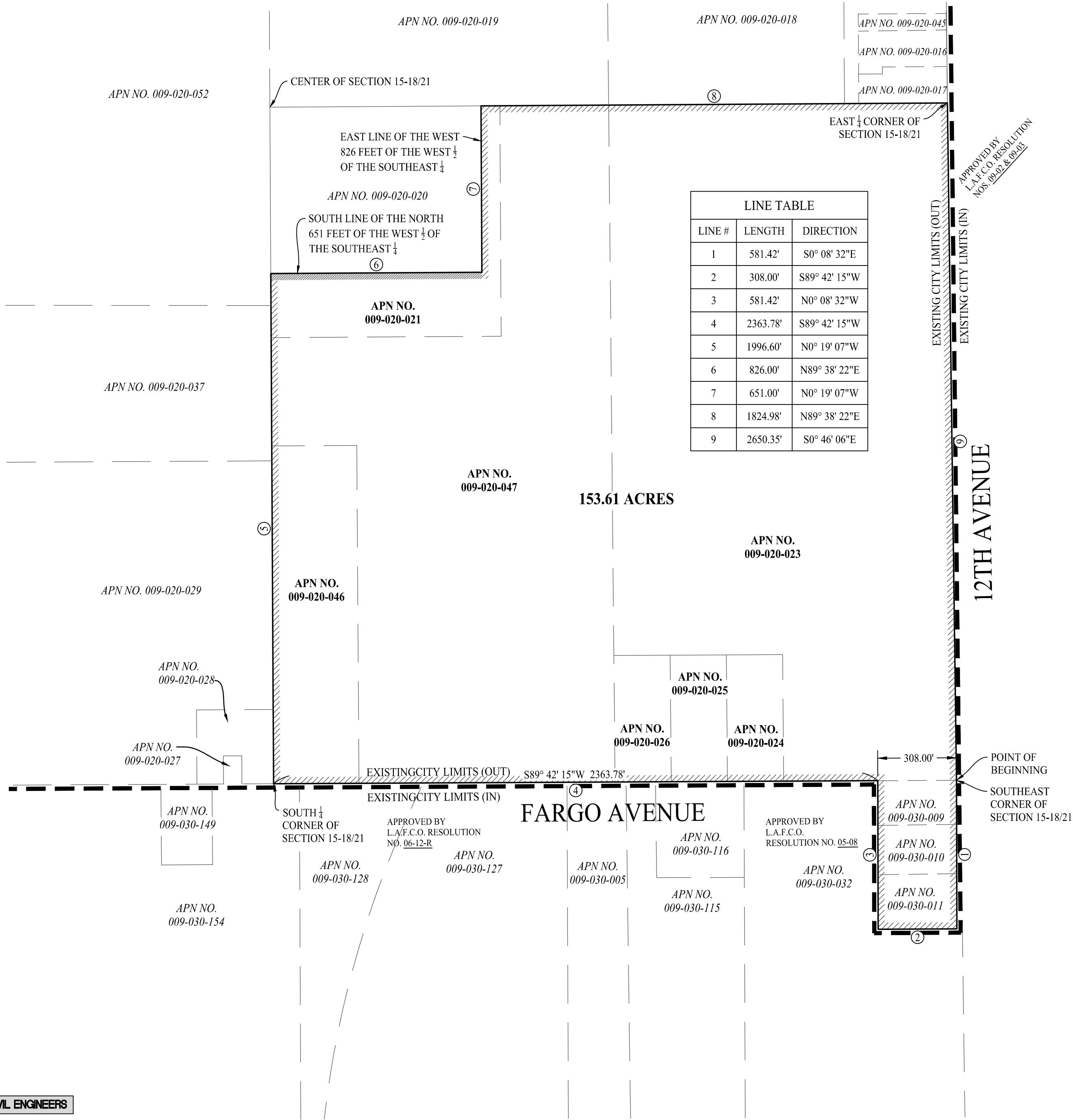
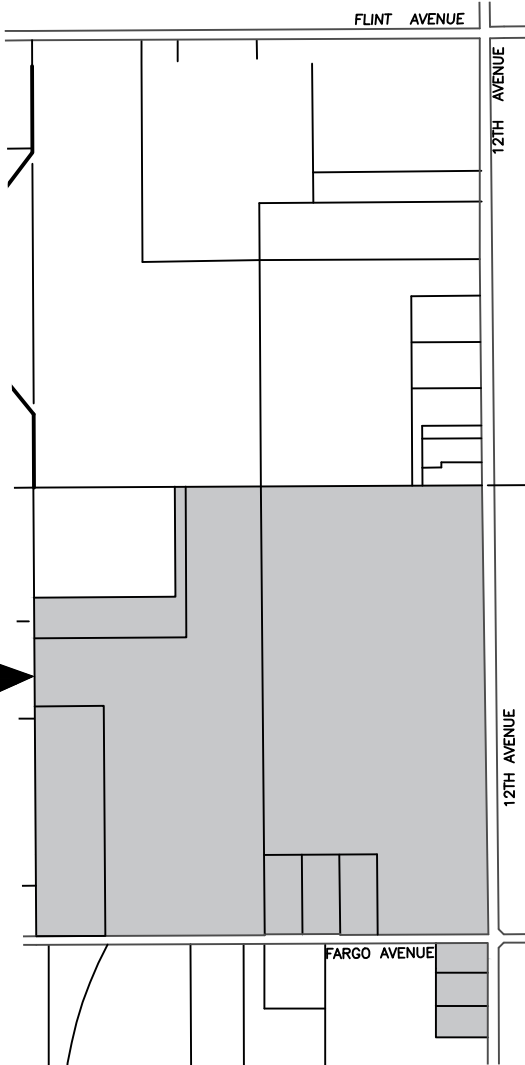
- PRIOR EXISTING CITY LIMITS
- BOUNDARY OF PROPERTIES TO BE ANNEXED



SCALE: 1"=300'



VICINITY MAP
Not to Scale



CIVIL ENGINEERS
ZUMWALT
HANSEN &
LAND SURVEYORS

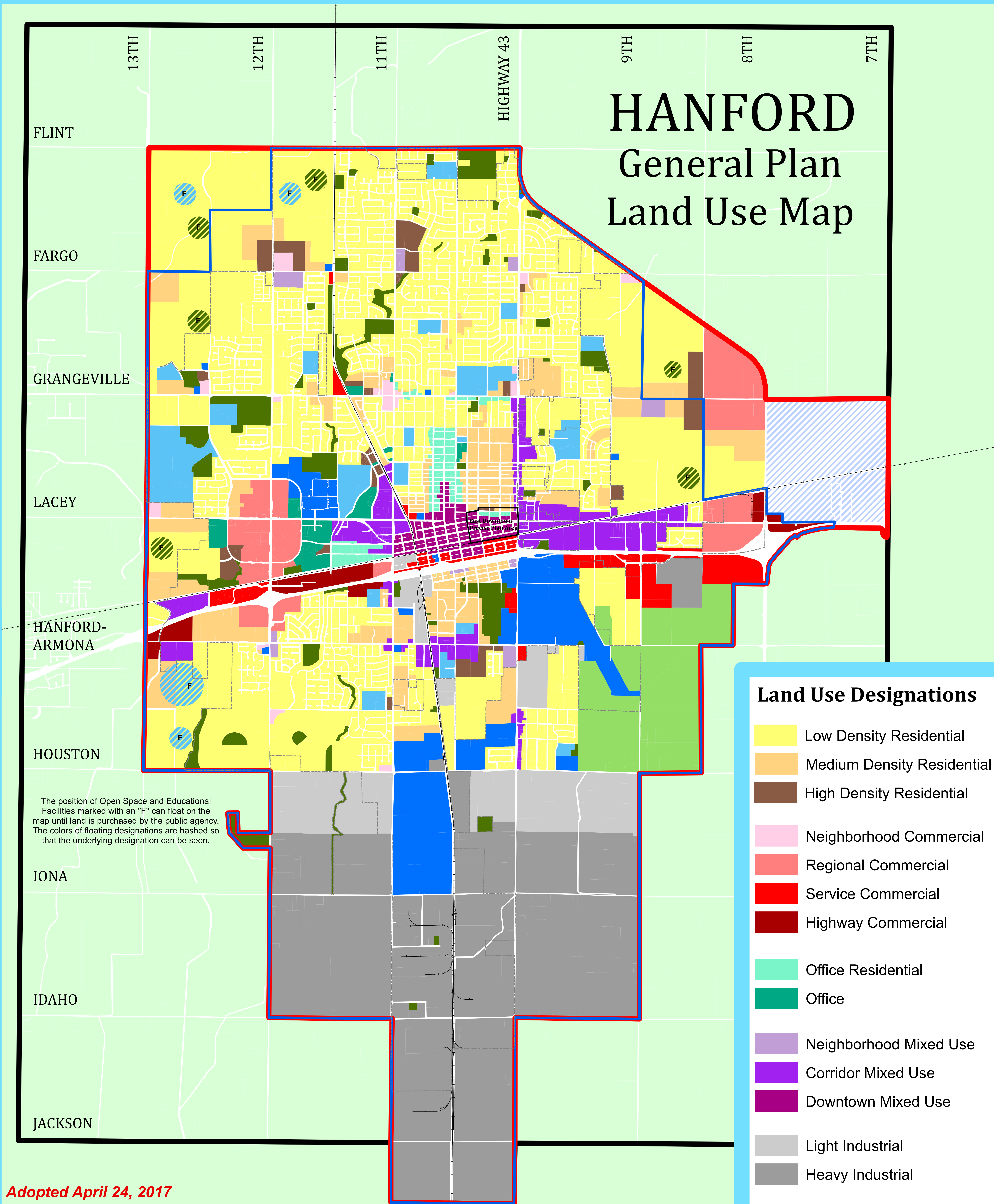
609 N. IRWIN ST.

HANFORD, CA. 93230

PH. (559) 582-1056

FILE NO. 0771811

ONE SHEET ONLY



Adopted April 24, 2017



City of Hanford 2035 General Plan

Map Prepared by:
 ZUMWALT
HANSEN &
LAND DEVELOPMENT

1 inch = 1/4 Mile

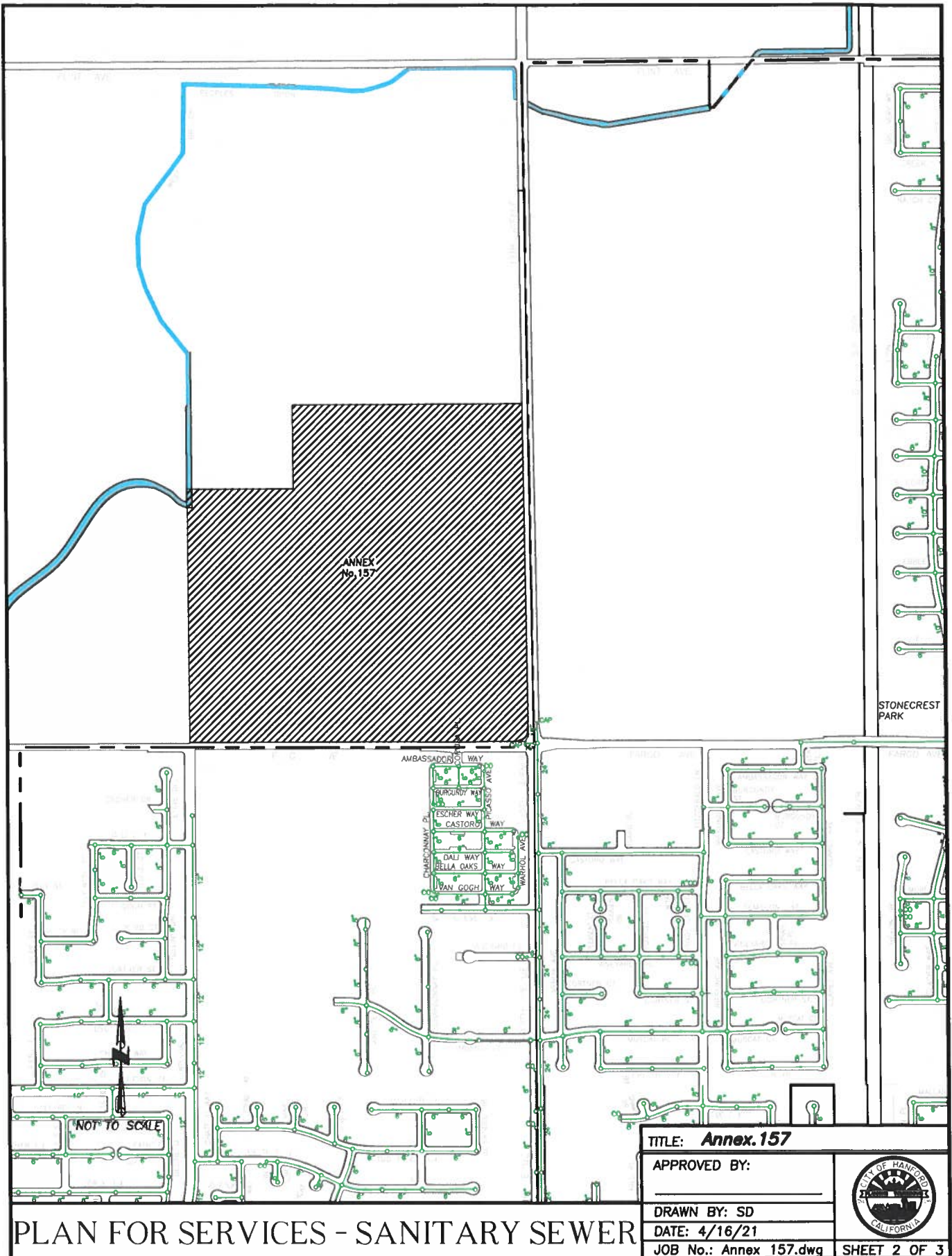
0 0.5 1 1.5 2

Acreage Scale

80 acres	40 acres
20 acres	10 acres
10 acres	10 acres

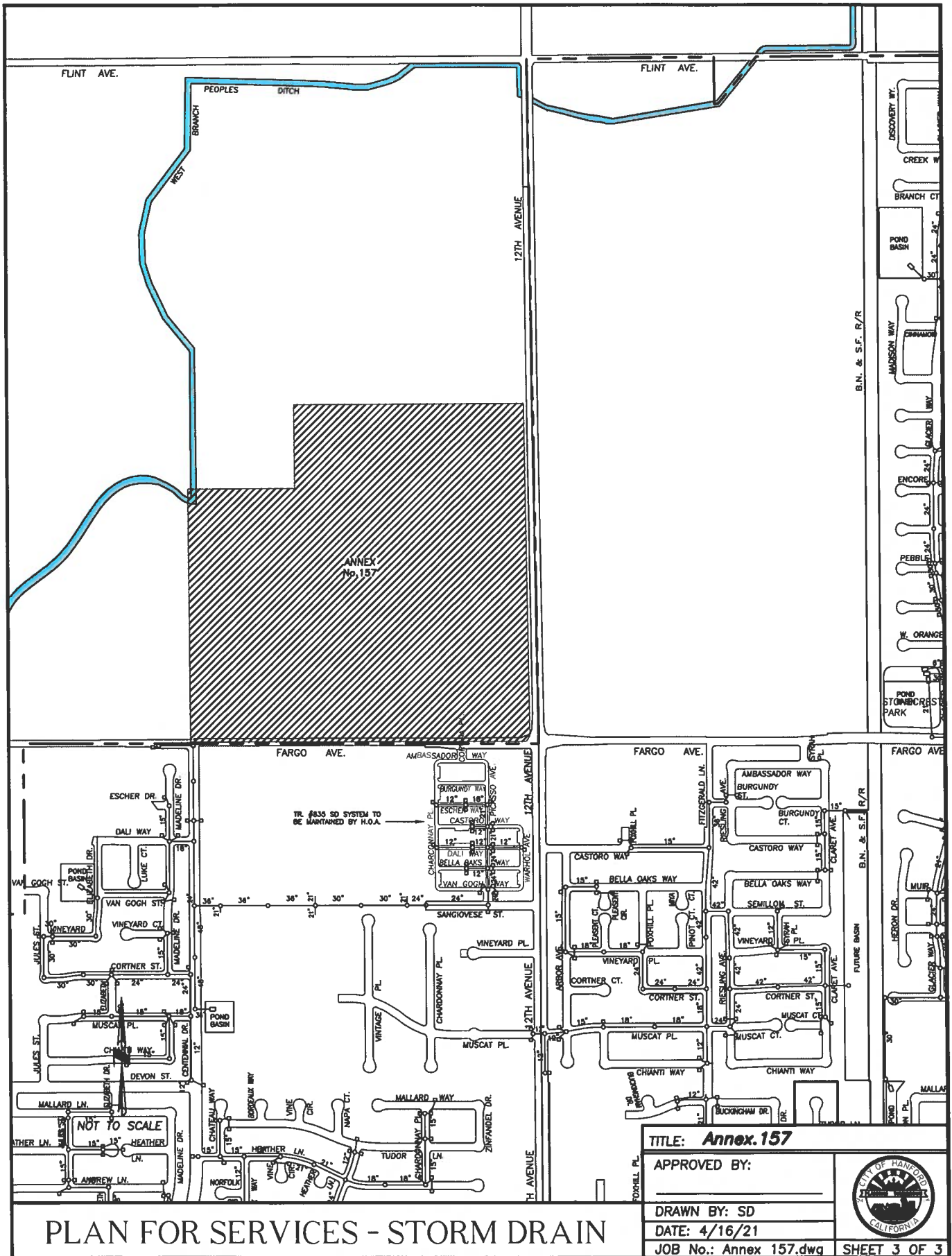
Boundaries

- Hanford City Limits (2014)
- 2035 Growth Boundary
- Planned Area (proposed Primary Sphere of Influence)
- General Plan Study Area

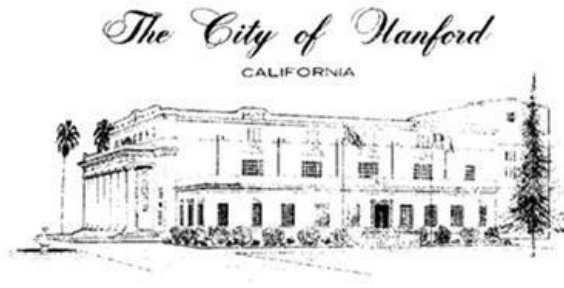


Attachment: Attachment 3 - Plan for Services (Annexation 157)





Attachment: Attachment 3 - Plan for Services (Annexation 157)



MINUTES
PLANNING COMMISSION
of the
CITY OF HANFORD

COUNCIL CHAMBERS
400 N. Douty Street
5:30 p.m., Tuesday, May 11, 2021

CALL TO ORDER

Chairperson SANCHEZ called the meeting to order at 5:30 p.m.

ROLL CALL

Attendee Name	Title	Status	Arrived
Richard Douglas		Present	
Travis Paden		Present	
Martin Devine		Present	
Roger Snow		Absent	
Jacob Sanchez		Present	
Jason Kemp Van Ee		Present	
Parmbir Johal		Absent	

INVOCATION

Diana Black led the invocation.

FLAG SALUTE

Commissioner PADEN led the flag salute.

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 Commission. 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.*

Jack Schwartz, Hanford resident and president of the Carnegie Museum of Kings County, asked if the museum is designated surplus, would it be designated to remain a museum, or would other uses be allowed. He stated that the Carnegie Museum board would prefer that it would be a museum in keeping with history.

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.

Approval of the Minutes of the March 23, 2021 Meeting

Motion to approve the minutes of the March 23, 2021 meeting.

PUBLIC HEARING

- 1. Annexation No. 157: A request to annex 149.5 acres into the City of Hanford from the Kings County jurisdiction. Prezone No. 2020-02: A request to prezone the annexation area as R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, in accordance with the General Plan designation for the area. Mitigated Negative Declaration No. 2021-01: An initial study was prepared and it was determined that the project will not result in significant impacts; therefore, Mitigated Negative Declaration 2021-01 has been prepared. The project is located at the northwest corner of 12th Avenue and Fargo Avenue (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047).**

Chairperson SANCHEZ opened the public hearing and called for the staff report. Senior Planner Myers presented the staff report, noting that on agenda packet page 56, a signature was missing on one of the Consent to Annex forms. She stated that staff did receive the signature, and copies of the corrected form have been provided to the Commissioners and will be forwarded to City Council. Staff recommended that 1) the Planning Commission recommend adoption of Mitigated Negative Declaration No. 2021-01 to City Council; 2) adopt Resolution 2021-05, and 3) find Annexation 157 consistent with the General Plan and forward to City Council, recommending that an application be made to the Local Agency Formation Commission (LAFCO) of Kings County. She then invited questions of staff.

There being no questions, Chairperson SANCHEZ opened Public Comment:

IN FAVOR

John Zumwalt, of Zumwalt-Hansen, representing the applicant, agreed with everything in the staff report. He pointed out lots not included in the project, and encouraged approval of the project.

OPPOSED

Hanford resident Peter Verhoeven indicated an area outside the proposed annexation and asked if it could be developed before the 320 acres.

Senior Planner Myers replied to Mr. Verhoeven's question, stating that should the area be annexed, the development would be subject to review by the Planning Commission. It would entail a tentative tract map and a final map. If that did proceed before anything is received for development of the east side of 12th Avenue, then the project would be development prior to this area.

Chairperson SANCHEZ closed Public Comment and invited Commissioners' questions.

Chairperson SANCHEZ, noting that the Kings County LAFCO map does not include this area in its primary sphere of influence, asked if an amendment to the primary sphere of influence would be required. Ms. Myers

showed on the screen the proposed sphere-of-influence expansion and stated that City Council directed staff to request the expansion from LAFCO. She further stated that this project would not move forward, or be recorded, until this expansion has been completed, and that would be a condition of approval of the annexation.

Commissioner PADEN asked if the annexation could proceed without the consent of those landowners. Ms. Myers replied that it would be LAFCO's decision whether to approve the annexation without those properties or not. Commissioner PADEN then asked if the property owners were notified that their property was planned (in the General Plan) for annexation. Ms. Myers replied that these properties were included in the General Plan, even prior to the current General Plan. City Attorney Ty Mizote concurred with Ms. Myers' comments. He noted that the City met the legal requirements for noticing, as notice was published in the *Hanford Sentinel*, and he stated that individual landowners were not notified regarding the General Plan Update.

Commissioner KEMP VAN EE asked for clarification regarding Mr. Verhoeven's property and other areas of annexation. John Zumwalt provided background information on an annexed area contiguous to the proposed annexation.

Todd Neves received permission to speak, stating that he is a fourth generation Hanford resident, and he is not looking to make a quick sale.

Motion to recommend adoption of Mitigation Negative Declaration No. 2021-01 for the project to the City Council.

RESULT:	APPROVED [3 TO 2]
MOVER:	Richard Douglas
SECONDER:	Martin Devine, Commissioner
AYES:	Douglas, Devine, Sanchez
NAYS:	Paden, Kemp Van Ee
ABSENT:	Snow, Johal

2. Motion

Motion to adopt Resolution 2021-05, recommending approval of Prezone No. 2020-02 (as amended) to the City Council.

RESULT:	APPROVED [3 TO 2]
MOVER:	Richard Douglas
SECONDER:	Martin Devine, Commissioner
AYES:	Douglas, Devine, Sanchez
NAYS:	Paden, Kemp Van Ee
ABSENT:	Snow, Johal

3. Motion

Motion to find that the proposed Annexation 157 (as amended) is consistent with the Hanford General Plan Policies L15 and L17 and forward Annexation No. 157 to the City Council, with a recommendation that an application be made to the Local Agency Formation Commission (LAFCO) of Kings County.

RESULT:	FAILED [2 TO 3]
MOVER:	Richard Douglas
SECONDER:	Martin Devine, Commissioner
AYES:	Douglas, Devine
NAYS:	Paden, Sanchez, Kemp Van Ee
ABSENT:	Snow, Johal

GENERAL BUSINESS

4. Finding of General Plan Consistency for the declaration of surplus and disposition of real city property for the future use of a museum, located at 109 E. Eighth Street (APN 012-041-017).

Senior Planner Myers presented the staff report. In response to Mr. Schwartz's earlier public comment regarding the possibility of limiting the sale or lease of the property to use of a historic nature, Ms. Myers deferred to City Attorney Mizote. He stated that any limitations would be those limited by the zoning ordinance, and the City Council can establish limitations if/when they sell or lease the building. Ms. Myers recommended a finding of consistency and welcomed questions of staff.

Senior Planner Myers and City Attorney Mizote answered Commissioners' questions. Commissioner PADEN asked questions of Mr. Schwartz, who provided some information of the Carnegie Board's intent. City Attorney Mizote reviewed the Commission's purview regarding the project.

Motion to find that the declaration of surplus and disposition of the property for use as a museum is consistent with the General Plan, adopted April 24, 2017, in accordance with Government Code Section 65402.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Travis Paden, Martin Devine
AYES:	Douglas, Paden, Devine, Sanchez, Kemp Van Ee
ABSENT:	Snow, Johal

5. Finding of General Plan Consistency for the declaration of surplus and disposition of real city property for the future use of a building materials and supply or home improvement store, located at 426 W. Lacey Boulevard (APN 010-253-001).

Senior Planner Myers presented the staff report and answered questions of staff.

Motion to find the declaration of the property as surplus and disposition of the property for use as a building materials and supply or home improvement store is consistent with the 2035 General Plan, adopted April 24, 2017, in accordance with Government Code Section 65402.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Martin Devine, Commissioner
SECONDER:	Richard Douglas
AYES:	Douglas, Paden, Devine, Sanchez, Kemp Van Ee
ABSENT:	Snow, Johal

DIRECTOR'S COMMENTS

Senior Planner Myers stated that the next meeting would be canceled.

COMMISSIONERS' ITEMS OF INTEREST

Commissioner PADEN asked for an update on the KART station. Senior Planner Myers replied that a Request For Proposals (RFP) was sent, and that should be closing soon. She stated that they had originally proposed a three-story building; due to insufficient funding, it will be one story. Commissioner PADEN then asked for an update on the two new hotels that were approved. Ms. Myers replied that staff received the building permit submittal for the Hampton Inn (near Tractor Supply) yesterday. She did not have an update for the other hotel.

Commissioner DEVINE inquired as to the status of the new building by Baskin-Robbins. Ms. Myers replied that it is still American Tire. Their building permits have not expired, and they are still moving forward.

Commissioner KEMP VAN EE asked what the former Blueberry Hill restaurant will be. Ms. Myers stated that it will be a second location for Figaro's.

ADJOURNMENT

Chairperson SANCHEZ adjourned the meeting at 6:42 p.m.

Respectfully submitted,

Diana Black
Recording Secretary

RESOLUTION NO. 2021-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HANFORD RECOMMENDING APPROVAL TO THE CITY COUNCIL OF PREZONE NO. 2020-02 PREZONING REAL PROPERTY AS R-H HIGH-DENSITY RESIDENTIAL, R-M MEDIUM-DENSITY RESIDENTIAL, AND R-L-5 LOW-DENSITY RESIDENTIAL, IN ACCORDANCE WITH THE GENERAL PLAN DESIGNATION FOR THE AREA, HIGH-, MEDIUM- AND LOW-DENSITY RESIDENTIAL. THE PROJECT IS LOCATED ON THE NORTH AND SOUTHWEST CORNER OF 12TH AVENUE AND FARGO AVENUE (APN 009-020-021, 009-020-023 THROUGH -026, 009-020-046, 009-020-047, 009-030-009 THROUGH -011).

At a regular meeting of the City of Hanford Planning Commission duly called and held on May 11, 2021, on motion of Commissioner DOUGLAS, seconded by Commissioner DEVINE, and duly carried, the following resolution was adopted:

WHEREAS, Todd Neves initiated the prezone from County zoning "AL-10" Limited Agricultural-10 District and RR Rural Residential to City zoning R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential on approximately 153.3 acres generally located at the north and southwest corner of Fargo and 12th Avenues, as shown in **Exhibit A**; and

WHEREAS, the City of Hanford Planning Commission considered the prezone, in accordance with Section 17.86.030 of the Hanford Municipal Code, at its regularly scheduled meeting on May 11, 2021; and,

WHEREAS, the City of Hanford Planning Commission considered the evidence presented in the staff report and testimony presented during the public hearing; and,

WHEREAS, the Initial Study, Mitigated Negative Declaration No. 2021-01, and all notices related thereto were prepared in compliance with the California Environmental Quality Act (CEQA) and the City of Hanford Municipal Code and Policies;

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission hereby recommends that the City Council find that no significant environmental impacts would result from the proposed project with the incorporation of mitigation measures, adopt a Mitigation Monitoring and Reporting Program, attached as **Exhibit B**, and certify that Mitigated Negative Declaration No. 2021-01 was prepared consistent with CEQA and City of Hanford Environmental Guidelines.

BE IT FURTHER RESOLVED that the City of Hanford Planning Commission, in accordance with Section 17.86.030 of the Hanford Municipal code, recommends approval to the City Council of Prezone No. 2019-03, based upon the following findings and on the evidence presented:

1. That the amendment is internally consistent with the goals, objectives, and policies of the General Plan and the Municipal Code.

Analysis: That Prezone No. 2020-02 is internally consistent with the goals, objectives, and policies of the General Plan, specifically consistent with Land Use Policies L15 and L17. There is not a plan for development at this time, however future development of the project area will be required to conform to the General Plan and Zoning regulations set forth for the High-, Medium-, and Low-Density Residential zone district.

2. That the amendment would not be detrimental to the public health, safety, or welfare of the community.

ANALYSIS: That this application has been reviewed by County departments, utility companies, City Fire Department, City Building Department, and other involved departments. Any mitigation required for public health and safety were applied to the proposal and required in the mitigation monitoring and reporting program.

3. That the amendment would maintain the appropriate balance of land uses within the City.

Analysis: That jobs-housing balance is achieved by increasing opportunities for people to work and live in close proximity. The ratio is expressed as the number of jobs divided by the number of housing units. The jobs-housing balance is a general tool for analyzing where people work, where they live, and how effectively they can travel between the two. In the planning area, the existing jobs-housing balance ratio in 2013-2014 was 1.17. It is estimated that the implementation of the General Plan would increase the jobs-housing balance by 0.45 to 1.62, which would make the planning area a jobs-rich area. The prezone is considered an implementation of the General Plan, which designates the project site as High-, Medium-, and Low-Density Residential.

4. That the anticipated land uses on the subject site would be compatible with existing and future surrounding uses.

Analysis: That there is not a plan for development of the project area, at this time. The anticipated land uses on the subject site would be high-, medium- and low-density residential. Future development would be required to comply with the General Plan and zoning designation for the property. The residential uses would be compatible with the existing and future surrounding uses, which includes various residential tracts at differing densities.

PASSED AND ADOPTED at a regular meeting of the City of Hanford Planning Commission by the following vote:

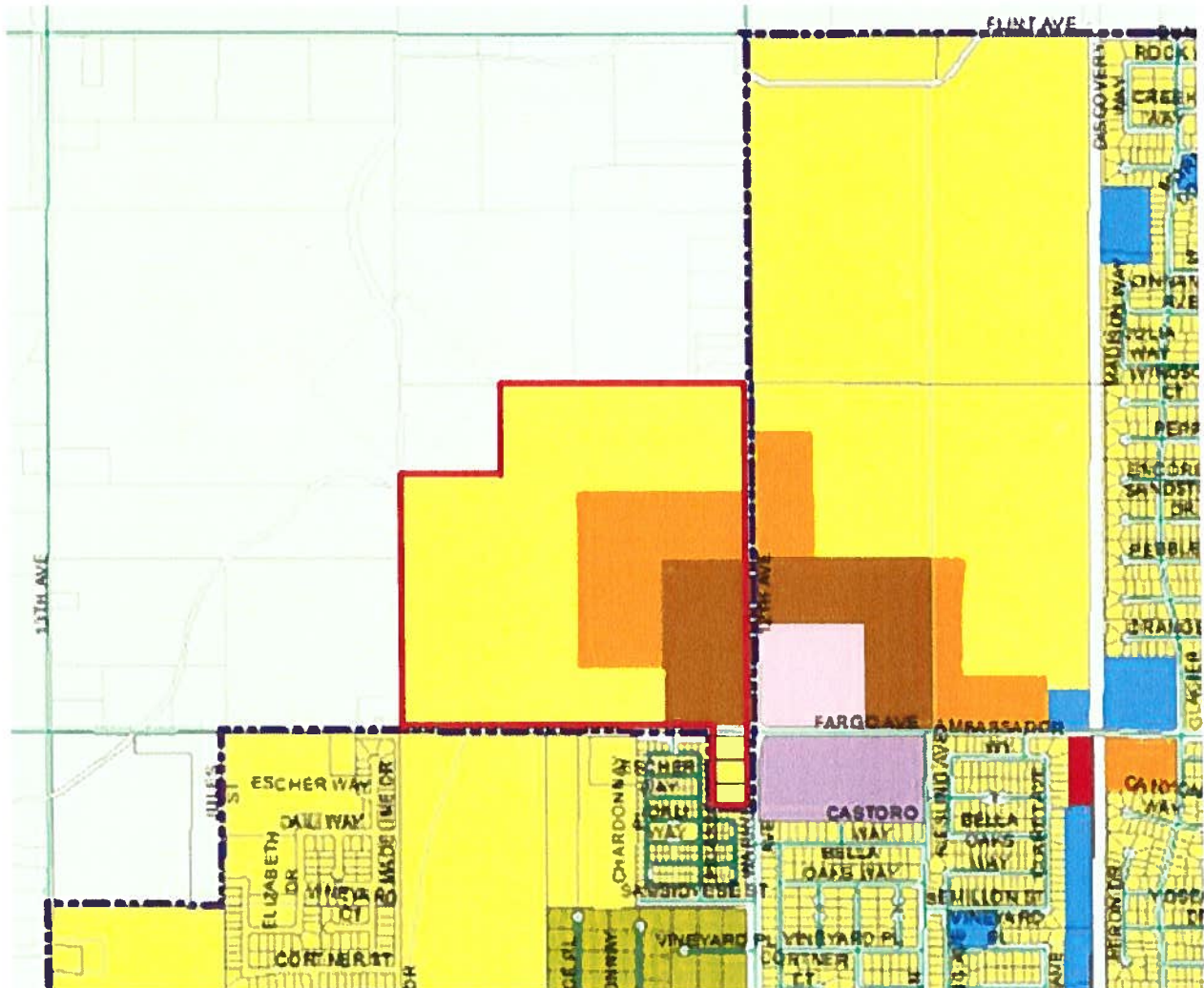
AYES: Commissioners DOUGLAS, DEVINE, SANCHEZ
NOES: Commissioners PADEN, KEMP VAN EE
ABSTAIN: Commissioners NONE
ABSENT: Commissioners SNOW, JOHAL

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

I, **Gabrielle Myers**, Acting Secretary of the Planning Commission of the City of Hanford, do hereby certify the foregoing resolution was duly passed and adopted by the Planning Commission of the City of Hanford at a regular meeting thereof held on the 11th day of May 2021.


Gabrielle Myers

Prezone No. 2020-02
R-L-5 Low-Density Residential, R-M Medium Density Residential, and R-H High-Density Residential



Attachment: Attachment 5 - Resolution 2021-05 (signed) (Annexation 157)

Exhibit B
Mitigation Monitoring and Reporting Program

Attachment: Attachment 5 - Resolution 2021-05 (signed) (Annexation 157)

**Annexation 157 and Prezone No. 2020-02
Mitigation Measures
Mitigated Negative Declaration 2021-01**

Mitigation Number	Potential Impact	Mitigation Measure	Responsible Party
AESTHETICS			
MM Aesthetics 1	The project could substantially degrade the existing visual character or quality of the site and its surroundings?	That the land be developed consistent with the General Plan, Hanford Municipal Code, and Tree Ordinance.	Developer
MM Aesthetics 2	The project may create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	That future development complies with the Hanford Municipal Code Section 17.50.140 Outdoor Lighting Standards and the California Building Code for outdoor lighting standards.	Developer
AGRICULTURE RESOURCES			
MM Agriculture 1	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	That upon physical development of the project site, a right-to-farm provision be recorded with the recording of a final subdivision map(s) to ensure that future residents of the homes in the project area are aware of the adjacent agricultural uses and their right to continue to operate.	Developer
AIR QUALITY			

MM Air Quality 1	The project may conflict with or obstruct implementation of the applicable air quality plan?	That future development projects be forwarded to the SJVAPCD for review and comments and that future development comply with the SJVAPCDC Air Quality Plan.	Developer
CULTURAL RESOURCES			
MM Cultural Resources 1-4	The project could potentially cause a substantial adverse change in the significance of an archeological resource pursuant to Public Resources Code 15064.5? The project could potentially disturb human remains, including those interred outside of formal cemeteries?	MM Cultural Resources 1: That a Burial Treatment Plan be entered to by the applicant/property owner prior to any earth disturbing activities. MM Cultural Resources 2: That prior to any ground-disturbing activities, a Cultural Presentation be given to the construction staff.	Developer to coordinate with the Tachi Yokut Tribe
GEOLOGY AND SOILS			
MM Geology 1	That the project may expose people or structures to potential substantial adverse effects including the risk of loss, injury, or death involving: - strong seismic ground shaking; - seismic-related ground failure, including liquefaction; - landslides. The project may be located on a geologic unit or soil that is unstable, or that would become	That the future physical development of the project comply with the applicable General Plan policies, as well as the California Building Code.	City of Hanford must ensure conditions are set forth to mitigate impacts; Developer to comply with standards

	unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?		
MM Geology 2	That the project may expose people or structures to potential substantial adverse effects including the risk of loss, injury, or death involving: - strong seismic ground shaking; - seismic-related ground failure, including liquefaction; - landslides. The project may be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	That a geotechnical and soil studies be prepared as a required by the Building Official (if applicable) for future physical development of the project area.	Building Official to require; developer to conduct study
MM Geology 3	That the project could result in substantial soil erosion or the loss of topsoil?	That the physical development of the project area comply with the Hanford Municipal Code Section 15.52 Flood Damage Prevention Regulation and the California Building Code, along with the plan check and development review process.	City to require; developer to comply
HYDROLOGY AND WATER QUALITY			
MM Hydrology 1 & 2	The project could potentially violate water quality standards or waste discharge	1) Future development that disturbs more than one acre is required to comply with the General Permit Order No. 2012-0006-DWQ during construction. Proponents of new development would have to develop and implement a stormwater pollution prevention plan (SWPPP) that	City to require; Developer to provide

	requirements. That the project could potentially substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	specifies best management practices (BMPs) to prevent construction pollutants from contacting stormwater, with the intent of keeping all products of erosion from moving off-site and into receiving waters; eliminate or reduce non-stormwater discharges to storm sewer systems and other waters of the United States; and inspect all BMPs; 2) New development would be required to implement appropriate minimum control measures (MCMs) and design standards in compliance with Phase II General Permit, as outlined in the Stormwater Management Plan, as well as the City's grading plan and site development requirements.	
MM Hydrology 3	The project could potentially substantially alter the existing drainage pattern of the site or area, including through the alteration of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	New development must submit grading plans. Site development must comply with the requirements of the City Building Division and incorporate best management practices/design standards.	City to require; Developer to provide
MM Hydrology 4	Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	New development must submit grading plans. Site development must comply with the requirements of the City Building Division and incorporate best management practices/design standards.	City to require; Developer to provide
MM Hydrology 5	Otherwise substantially degrade water quality?	New development would have to incorporate best management practices and adhere to design standards to maximize the reduction of pollutant loadings in runoff to the maximum extent practical.	City to require; Developer to provide

NOISE				
MM Noise 1	Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	That future development of the project site complies with applicable regulations and policies of the General Plan to ensure that construction-related impacts would be attenuated to the greatest extent feasible.	Residents and developer; Police to enforce	
MM Noise 2 & 3	Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? The project could cause a substantial temporary or periodic increase in ambient noise levels existing without the project?	That future construction is limited to the hours of 7 a.m. to 10 p.m.	Developer; Police to enforce	
PUBLIC FACILITIES				
MM Public Facilities 1	The project may result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities. (Fire)	The project will be subject to fire impact fees.	Developer to pay	

MM Public Facilities 2	The project may result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities. (Police)	The project will be subject to police impact fees.	Developer to pay
MM Public Facilities 3	The project may result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities. (Schools)	That the development of the project will be subject to School Impact Fees.	Developer to pay
MM Public Facilities 4	The project may result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities. (Parks)	That future development be required to provide park space at the ratio required by the General Plan, 3.5 acres per 1,000 residents.	City to require; developer to provide
RECREATION			
MM Recreation 1	The project could potentially increase the use of existing neighborhood and regional parks or other	That future development be required to provide park space at the ratio required by the General Plan, 3.5 acres per 1,000 residents.	City to require; developer to provide

	recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?		
UTILITIES AND SERVICE SYSTEMS			
MM Utilities 1	Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	That the future development would be required to implement water conservation measures.	City to require and ensure compliance; developer and future occupants to adhere
MM Utilities 2:	Would the project comply with federal, state, and local statutes related to solid waste?	That the future project be required to comply with all statutes and regulations related to solid waste.	City to require; developer to provide

FILE # 301-0225

CONSENT FOR ANNEXATION TO THE CITY OF HANFORD

The undersigned hereby consents to have the property identified below be annexed to the City of Hanford, without notice and hearing.

1. Todd Neves
Name (printed)

[Signature]
Signature

2. Bridget Neves
Name (printed)

[Signature]
Signature

N/A
Address of Property

009-020-021, 023, & 047
Assessor's Parcel Number

I have signed this consent as:

- (a) _____ the owner of the subject property and a registered voter residing therein;
(b) _____ a registered voter residing therein;
(c) x the owner of subject property

12/7/19
Date Signed

Attachment: Attachment 6 - Consent to Annexation (N of Fargo) (Annexation 157)

CONSENT FOR ANNEXATION TO THE CITY OF HANFORD

The undersigned hereby consents to have the property identified below be annexed to the City of Hanford, without notice and hearing.

1. Stacey L. Claycamp
Name (printed)

Stacey L. Claycamp
Signature

2. Dina R. Horner
Name (printed)

Dina R. Horner
Signature

N/A
Address of Property

009-020-021, 023, & 047
Assessor's Parcel Number

I have signed this consent as:

- (a) _____ the owner of the subject property and a registered voter residing therein;
 (b) _____ a registered voter residing therein;
 (c) X the owner of subject property

12/23/19
Date Signed

CONSENT FOR ANNEXATION TO THE CITY OF HANFORD

The undersigned hereby consents to have the property identified below be annexed to the City of Hanford, without notice and hearing.

1. Marvin G. Montoya
Name (printed)


Signature

2. Fernando B. Gonzales
Name (printed)


Signature

12140 Fargo Ave
Address of Property

009-020-024
Assessor's Parcel Number

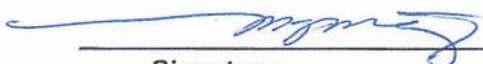
I have signed this consent as:

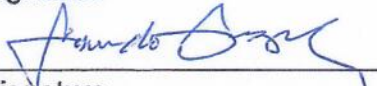
- (a) _____ the owner of the subject property and a registered voter residing therein;
 (b) _____ a registered voter residing therein;
 (c) ☒ _____ the owner of subject property

12-11-19
Date Signed

CONSENT FOR ANNEXATION TO THE CITY OF HANFORD

The undersigned hereby consents to have the property identified below be annexed to the City of Hanford, without notice and hearing.

1. Marvin G. Montoya 
Name (printed) Signature

2. Fernando B. Gonzales 
Name (printed) Signature

12192 Fargo Ave 009-020-025
Address of Property Assessor's Parcel Number

I have signed this consent as:

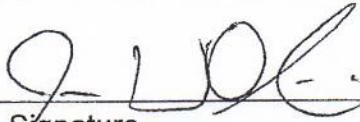
- (a) _____ the owner of the subject property and a registered voter residing therein;
 (b) _____ a registered voter residing therein;
 (c) ☒ the owner of subject property

12-11-19
Date Signed

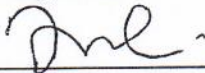
CONSENT FOR ANNEXATION TO THE CITY OF HANFORD

The undersigned hereby consents to have the property identified below be annexed to the City of Hanford, without notice and hearing.

1. John W. Oliveira
Name (printed)


Signature

2. Teresa Oliveira
Name (printed)

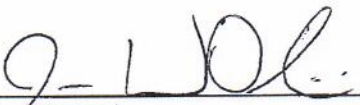

Signature

12446 Fargo Ave
Address of Property

009-020-046
Assessor's Parcel Number

I have signed this consent as:

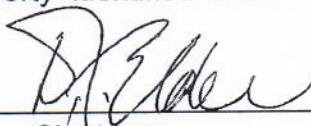
- (a) JWO the owner of the subject property and a registered voter residing therein;
 (b) JWO a registered voter residing therein;
 (c) JWO the owner of subject property


Date Signed

CONSENT FOR ANNEXATION TO THE CITY OF HANFORD

The undersigned hereby consents to have the property identified below be annexed to the City of Hanford, without notice and hearing.

1. David F. Elder
Name (printed)


Signature

2. Virginnia Elder Deceased
Name (printed)

2/25/18
Signature

12228 Fargo Ave
Address of Property

009-020-026
Assessor's Parcel Number

I have signed this consent as:

- (a) X the owner of the subject property and a registered voter residing therein;
(b) _____ a registered voter residing therein;
(c) _____ the owner of subject property

 11/25/19
Date Signed

**NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on Tuesday, April 27, 2021 at 5:30 p.m., a public hearing will be conducted by the Hanford Planning Commission in the Council Chamber of the City of Hanford Civic Auditorium, 400 N. Douty Street, Hanford, California, pertaining to the following:

PROJECT DESCRIPTION AND LOCATION:

- **Annexation No. 157:** A request to annex 149.5 acres into the City of Hanford from the Kings County jurisdiction.
- **Prezone No. 2020-02:** A request to pre-zone the annexation area as R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, in accordance with the General Plan designation for the area.

There is not a proposal for physical development of the project site, at this time. In accordance with the General Plan designation for the site, future development would include, High-, Medium-, and Low-Density Residential.

- **Location:** The project is located at the northwest corner of 12th Avenue and Fargo Avenue (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047).

Based on an Initial Study, the Community Development Department has determined that the project described above would not have significant adverse impacts on the environment with the incorporation of mitigation measures. A Mitigated Negative Declaration has been prepared for the project. You may review the Mitigated Negative Declaration, Initial Study, proposed mitigation measures, reference material, and any comments received on the Mitigated Negative Declaration at the City of Hanford, 317 N. Douty Street, Hanford, CA 93230.

COMMENT PERIOD: April 2 to April 22, 2021 [20-day comment period]

PUBLIC COMMENT INVITED: All interested parties are invited to submit written comment on the Mitigated Negative Declaration by April 22, 2021 and/or to appear at the hearing described above to present testimony, in regard to the above listed request. All comments should be submitted to the City of Hanford, Attention: Gabrielle Myers, at the above listed address.

If you challenge any action or decision regarding the project described in this notice in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City prior to, or at, the public hearing.

For further information, contact the Hanford Community Development Department at (559) 585-2580 or 317 N. Douty Street, Hanford, California, 93230.

HANFORD COMMUNITY DEVELOPMENT DEPARTMENT

Publish: Friday, April 2, 2021

Attachment: Attachment 7 - Initial Study (Annexation 157)

MITIGATED NEGATIVE DECLARATION NO. 2021-01**Project Title:** Annexation 157, Prezone No. 2020-02**File Number:** ANX 157 (301-0225) and PRZ 2020-02 (510-0240)**State Clearinghouse Number:** n/a**Lead Agency:** City of Hanford**Responsible Agency:** Kings County Local Area Formation Commission**Applicant:** Todd Neves
P.O. Box 728
Armona, CA 93202**Property Owner(s):** Todd Neves
P.O. Box 728
Armona, CA 93202Stacey L. Claycamp & Dina R. Horner
P.O. Box 728
Armona, CA 93202Marvin G. Montoya & Fernando B. Gonzal
12140 And 12192 Fargo Avenue
Hanford, CA 93230John W. and Teresa Olivera
12446 Fargo Avenue
Hanford, CA 93230David F. and Virginia Elder
12228 Fargo Avenue
Hanford, CA 93230**Project Description:**

- **Annexation No. 157:** A request to annex 149.5 acres into the City of Hanford from the Kings County jurisdiction.

Prezone No. 2020-02: A request to pre-zone the annexation area as R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, in accordance with the General Plan designation for the area.

There is not a proposal for physical development of the project site, at this time. In accordance with the General Plan designation for the site, future development would include, High-, Medium-, and Low-Density Residential.

- **Location:** The project is located at the northwest corner of 12th Avenue and Fargo Avenue (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047).

Attachments:

Initial Study	(X)
Environmental Checklist	(X)
Maps	()
Mitigation Measures	(X)
Letters	(X)

Environmental Assessment: The Initial Study for the project is available for public review at the City of Hanford Community Development Department, 317 N. Douty St., Hanford CA.

Declaration of No Significant Effect: The City of Hanford has completed the preparation of an initial study for the project described above. The initial study did not identify any potentially significant environmental effects that would result from the proposed project. This finding is based upon the criteria of the Guidelines of the State Secretary for Resources, Section 15064 (Determining Significant Effect), 15065 (Mandatory Findings of Significance), and 15070 (Decision to prepare Negative Declaration), and the following reasons as documented in the Initial Evaluation (Initial Study) for the project, which is attached.

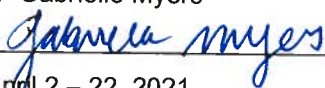
- (a) The project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.
- (b) The project does not have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals.
- (c) The project does not have environmental effects which are individually limited but cumulatively considerable. Cumulatively considerable means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.
- (d) The environmental effects of the project will not cause substantial adverse effects on human beings, either directly or indirectly.

This Mitigated Negative Declaration has been prepared by the City of Hanford Community Development Department in accordance with the California Environmental Quality Act of 1970, as amended.

Contact Person: Gabrielle Myers

Phone: (559) 585-2578

Signature:



Date: April 1, 2021

Review Period: April 2 – 22, 2021

INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION NO. 2021-01

Prepared For

Annexation 157 and Prezone No. 2020-02

Todd Neves

Prepared By

The City of Hanford

April 1, 2021

Responsible Agency

Kings County LAFCO

INITIAL STUDY

INTRODUCTION AND REGULATORY GUIDANCE

This document is an Initial Study and Mitigated Negative Declaration (MND) prepared pursuant to the California Environmental Quality Act (CEQA) for the Project. This MND has been prepared in accordance with CEQA, Public Resources Code Section 21000 et seq., and the CEQA Guidelines.

The City of Hanford prepared a General Plan Update and certified a Program level Environmental Impact Report (EIR) on April 18, 2017. The CEQA Guidelines Section 15168 states that subsequent activities must be examined in the light of the program EIR to determine if the later activity would have effects that were not examined in the program EIR. Consistent with 15165, if a project is not otherwise statutorily or categorically exempt from CEQA, an Initial Study is conducted by a lead agency to determine if a project may have a significant effect on the environment. In accordance with the CEQA Guidelines, Section 15064, an environmental impact report (EIR) must be prepared if the Initial Study indicates that the proposed project under review may have a potentially significant impact on the environment. A negative declaration may be prepared instead, if the lead agency prepares a written statement describing the reasons why a proposed project would not have a significant effect on the environment, and, therefore why it does not require the preparation of an EIR. According to the CEQA Guidelines Section 15070, a negative declaration shall be prepared when either:

- 1) The initial study show there is no substantial evidence, in light of the whole record before the agency, that the proposed project may have a significant effect on the environment, or
- 2) The Initial Study identified potentially significant effects, but:
 - a) Revisions in the project plans or proposals made by or agreed to by the applicant before the proposed negative declaration is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and
 - b) There is no substantial evidence, in light of the whole record before the agency, that the proposed project as revised may have a significant effect on the environment.

If the Initial Study reveals that there may be a significant effect upon the environment, but those effects can be avoided or reduced to a less than significant level with revisions to the project plan and/or mitigation measures, and the applicant agrees to the revision and/or mitigation measures, the lead agency may prepare a mitigated negative declaration.

PROJECT DESCRIPTION:

The project has two components. **Annexation No. 157:** A request to annex 149.5 acres into the City of Hanford from the Kings County jurisdiction. **Prezone No. 2020-02:** A request to pre-zone the annexation area as R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, in accordance with the General Plan designation for the area. There is not a proposal for physical development of the project site, at this time. In accordance with the General Plan designation for the site, future development would include, High-, Medium-, or Low-Density Residential.

- o **Location:** The project is located at the northwest corner of 12th Avenue and Fargo Avenue (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047).

ENVIRONMENTAL IMPACTS

No significant adverse environmental impacts have been identified for this project. The City of Hanford Land Use Element Zoning Ordinance, and Climate Action Plan contain policies and regulations and measures that are designed to mitigate impacts to a level of non-significance. Environmental measures are methods, measures, standard regulations or practices that avoid, reduce, or minimize a project's adverse effects on various environmental resources. Based on the underlying authority, they may be applied before, during, or after construction of the project. Environmental measures are also commonly listed as conditions of approval. The City Municipal Code and other agencies currently contain measures that assist to mitigate environmental impacts. Mitigation measures have been included in the environmental assessment that will mitigate any potential impacts to a level of less than significant.

In addition, a Statement of Overriding Considerations was adopted for Agriculture and Forestry Resources (program and cumulative), Air Quality (cumulative), Biological Resources (program and cumulative). Cultural Resources (program and cumulative).

cumulative), Greenhouse Gases (cumulative), and Population and Housing (program and cumulative) for the EIR prepare for the 2035 General Plan Update. The project is being developed consistent with the land use designation that was evaluated in the 2017 General Plan EIR. The General Plan Update and EIR are herein incorporated by reference, including Resolution 17-20-R. Other documents used in the preparation of this environmental assessment are listed as sources and also incorporated by reference.

PROJECT COMPATIBILITY WITH EXISTING ZONES AND PLANS

The proposed General Plan Amendment and Rezone are consistent with the policy of the General Plan and Zoning Ordinance. The change in designation from office to high-density residential on a portion of the property is consistent with the surrounding area.

SUMMARY OF INITIAL STUDY/MITIGATED NEGATIVE DECLARATION IMPACT CONCLUSIONS

An Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the projects, in accordance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the City of Hanford Municipal Code. The IS/MND for the proposed Project is tiered from the 2035 General Plan Update Environmental Impact Report (EIR) (SCH N 2015041024), certified by the City Council on April 15, 2017, for which a Statement of Overriding Considerations was adopted for Agriculture and Forestry Resources (program and cumulative), Air Quality (cumulative), Biological Resources (program and cumulative), Cultural Resources (program and cumulative), Greenhouse Gases (cumulative), and Population and Housing (program and cumulative) for the EIR prepared for the 2035 General Plan Update.

The Proposed IS/MND analyzed the Project's potential impacts with regard to the following environmental topical areas: (1) aesthetics, (2) agriculture and forest resources, (3) air quality, (4) biological resources, (5) cultural resources, (6) geology and soils, (7) greenhouse gas emissions, (8) hazards and hazardous materials, (9) hydrology and water quality, (10) land use and planning, (11) mineral resources, (12) noise, (13) population and housing, (14) public services, (15) recreation, (16) transportation/traffic, and (17) utilities and services systems.

The proposed Project, as analyzed in the IS/MND, incorporates all relevant General Plan policies, standards and Mitigation Measures (MMs), as adopted by the 2035 General Plan EIR for purposes of determining environmental impacts of Project implementation. Based on the Project-specific analysis presented in the IS/MND it was determined that the Project in each topical area would have either no impact, a less than significant impact, impacts that could be mitigated to a less than significant level or that project impacts were adequately analyzed in the 2035 General Plan Update EIR. The IS/MND concluded that the proposed Project would have no impact or a less than significant Project-specific impact in the following topical areas: Biological Resources, Hazards and Hazardous Materials, Land Use and Planning, Mineral Resources, and Population and Housing.

Further, it was concluded that the proposed Project would have less than significant cumulative impacts with mitigation measures. The initial study utilized the full build out of the General Plan Planning Area as the area for consideration of cumulative impacts. Significant and unavoidable impacts to Agriculture and Forestry Resources (program and cumulative), Air Quality (cumulative), Biological Resources (program and cumulative), Cultural Resources (program and cumulative), Greenhouse Gases (cumulative), and Population and Housing (program and cumulative) were identified with the full build out of the General Plan Planning Area. These impacts were analyzed in the 2035 General Plan EIR and determined to be a significant and unavoidable impact associated with implementation of the 2035 General Plan, of which the Project is a part and consistent with. A Statement of Overriding Considerations for these significant unavoidable impacts was adopted by the City Council as part of the approval of the 2035 General Plan Update. The proposed Project is consistent with and implements the General Plan and would not result in any new impacts that cannot be mitigated to less than significant levels, nor would it increase the severity of any previously identified impacts. Therefore, the Statement of Overriding Considerations is re-affirmed for the proposed Project and a Mitigated Negative Declaration is the recommended appropriate environmental document for the proposed Project, in accordance with CEQA.

CONSULTATION

Pre-consultation was sent to the interested agencies on December 29, 2020:

Responses were received from the following:

1. Consultation from Pacific Gas and Electric Company (Received January 4, 2021).
2. Consultation from Renee Creech with the Hanford Joint Union High School District (Received January 6, 2021).
3. Consultation from Shana Powers with the Tachi Yokut Santa Rosa Rancheria Tribe (Received January 11, 2021).
4. Consultation from Arnaud Marjollet with the San Joaquin Valley Air Pollution Control District (Received January 20, 2021).
5. Consultation from Nancy Gonzalez-Lopez with the Native American Heritage Commission (Received February 2, 2021).

SOURCES – hereunto annexed and incorporated by reference

2010 Urban Water Management Plan. (2011, June 11). *City of Hanford* -

California Building Standards Code 2016 (Title 24, California Code Regulations). *Codes*.

City of Hanford 2035 General Plan Update (2017).

City of Hanford General Plan Update, 2035 – Environmental Impact Report. (2017). Hanford, California.

City of Hanford Storm Drainage Water Master Plan (1995, August)

City of Hanford Public Works Construction Standards

City of Hanford Water Master Plan

City of Hanford Waste Water Master Plan

County Important Farmland Data Information. Department of Ag (2012)

Final Staff Report – Climate Change Action Plan: Addressing GHG Emission Impacts under CEQA. (2009, December 1) *San Joaquin Valley Air Pollution Control District Climate Change Action Report*.

San Joaquin Valley Air Pollution Control District Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQ Revised March 19, 2015).

San Joaquin Valley Air Pollution Control District Small Project Analysis Level (SPAL)

Hanford Municipal Code (Hanford, California). (2017). *Hanford Municipal Code*.

United States Federal Emergency Management Agency (FEMA), Flood Insurance Rate Map for Hanford (Community Par Number 06031C 0185C, June 16, 2009)

Final Regional Climate Action Plan (May 28, 2014)

Traffic Signal Warrant Study, prepared by Peters Engineering Group: A California Corporation (January 26, 2018).

Pre-Consultation Letters Received:

1. Consultation from Pacific Gas and Electric Company (Received January 4, 2021).
2. Consultation from Renee Creech with the Hanford Joint Union High School District (Received January 6, 2021).
3. Consultation from Shana Powers with the Tachi Yokut Santa Rosa Rancheria Tribe (Received January 11, 2021)
4. Consultation from Arnaud Marjollet with the San Joaquin Valley Air Pollution Control District (Received January 2 2021).
5. Consultation from Nancy Gonzalez-Lopez with the Native American Heritage Commission (Received February 2 2021).

APPENDIX G: Initial Study and Findings

ENVIRONMENTAL ASSESSMENT NO. 2021-01

1. Project Title: Annexation No. 157; Prezone No. 2020-02
2. Lead Agency Name and Address: City of Hanford
317 N. Douty Street
Hanford, CA 93230
3. Responsible Agency Name and Address: Local Agency Formation Commission, Kings County
1400 W. Lacey Boulevard
Hanford, CA 93230
4. Contact Person/Phone Number: Gabrielle Myers
Senior Planner
Community Development Department
(559) 585-2578
5. Project Location: The project is located at the northwest corner of Fargo and 12th Avenues.
6. Project Sponsor's Name/Address: Todd Neves
P.O. Box 728
Armona, CA 93202
7. General Plan Designation: High-, Medium-, and Low-Density Residential
8. Zoning: Proposed Prezone: R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential
Kings County Zoning – AL-10 Limited Agriculture
9. Description of the Project:
of
Annexation No. 157: A request to annex 149.5 acres into the City of Hanford from the Kings County jurisdiction. **Prezone No. 2020-01:** A request to pre-zone the annexation area as R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, in accordance with the General Plan designation for the area.

There is not a proposal for physical development of the project site, at this time. In accordance with the General Plan designation for the site, future development would include, High-, Medium-, and Low-Density Residential.

10. Surrounding land uses and setting:

	Zoning	General Plan Designation	Land Use
North	County AL-10	Low-Density Residential	Agriculture/ Large-lot Single-Family
East	C-N Neighborhood Commercial R-H High-Density Residential R-M Medium-Density Residential R-L-5 Low-Density Residential	Future Educational Facility Future Open Space Neighborhood Commercial High-Density Residential Medium-Density Residential Low-Density Residential	Agricultural Land
South	R-L-5 Low-Density Residential R-L-12 Low-Density Residential	Low-Density Residential	Single-Family Residential
West	County AL-10	Future Educational Facility Future Open Space Low-Density Residential	Agriculture

11. Other public agencies whose approval is required – Kings County LAFCO

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that a "Potentially significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|--|---|
| ☐ Aesthetics | ☐ Agriculture Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Geology/Soils |
| ☐ Green House Gas Emissions | ☐ Hazards & Hazardous Materials | ☐ Hydrology/Water Quality |
| ☐ Land Use/Planning | ☐ Mineral Resources | ☐ Noise |
| ☐ Population/Housing | ☐ Public Services | ☐ Recreation |
| ☐ Transportation/Traffic | ☐ Utilities/Service Systems | ☐ Mandatory Findings of Significance |

DETERMINATION (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- ☐ I find that the proposed project **COULD NOT** have a significant effect on the environment. **A NEGATIVE DECLARATION WILL BE PREPARED.**
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. **A MITIGATED NEGATIVE DECLARATION WILL BE PREPARED.**
- ☐ I find the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required
- ☐ I find that the proposed project **MAY** have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier **EIR** or **NEGATIVE DECLARATION** pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier **EIR** or **NEGATIVE DECLARATION**, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

FOR: CITY OF HANFORD

Gabrielle de Silva
 Gabrielle de Silva
 Senior Planner
 City of Hanford

4-1-2021
 DATE

Attachment: Attachment 7 - Initial Study (Annexation 157)

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

Issues:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
I. AESTHETICS -- Would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☒	☐
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☒	☐	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☒	☐	☐

ENVIRONMENTAL SETTING:**SCENIC VISTAS AND CORRIDORS**

Views consist primarily of broad panoramas of agricultural land. Most of the land surrounding the northern and western part of the city is characterized by flat, dry valley grasslands scattered throughout as well as grazing and other agricultural uses. The grasslands, grazing land, and large farms create open vistas at the northern and eastern edges of the City.

SCENIC HIGHWAYS

According to the California Scenic Highway Mapping System, there are no adopted Scenic Highways within the planning area. (Caltrans 2015).

VISUAL CHARACTER

Hanford is located in the northern portion of Kings County and has a total area of 16.6 square miles, all of which is flat land not covered by water. The only natural watercourse is Mussel Slough, remnants of which still exist on the City's western edge. The Kings River is about 6.5 miles north of Hanford. The People's Ditch, an irrigation canal dug in the 1870s, traverses Hanford from north to south.

The Planning Area consists of urban agricultural, and grassland habitat areas located in transitional zone in the Central Valley between the flat valley floor and the Sierra Nevada foothills to the east. Hanford is surrounded by productive agricultural land, much of which is encumbered by Williamson Act contracts that prohibit development.

LIGHT AND GLARE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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The majority of the City includes existing sources of daytime glare and nighttime lighting and illumination.

Significance Criteria

The Project may result in significant impacts to aesthetics if it substantially affects the view of a scenic corridor, vista or view open to the public, cause's substantial degradation of views from adjacent residences, or results in new night lighting that shines into adjacent residences.

Checklist Discussion:

- a) **Less than Significant Impact** – Views consist primarily of broad panoramas of agricultural land. Most of the surrounding area is characterized by flat, dry valley grasslands scattered throughout as well as grazing and other agricultural uses. The land has been designated for High-, Medium- and Low-Density Residential by the General Plan. The project proposal does not include development of the land, however future physical development will be required to be consistent with the General Plan Designation. Future development of the land will include residential development and be subject to further environmental review at the time of submittal.
- b) **Less than Significant Impact** – There are no designated State Scenic Highways, as identified by the California Scenic Highway Mapping System within the City's General Plan Study area. There are also no rock outcroppings within the Study Area. The City does have an ordinance protecting trees in Chapter 12.12 Street Trees and Shrubs of the Municipal Code. The projects would be consistent with the tree ordinance. The projects would not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State Scenic Highway and impacts would be less than significant.
- c) **Less than Significant Impact with Mitigation Incorporation:** Several sections of the Hanford Municipal Code regulate physical development by controlling not only the appearance of new development, but also by controlling the placement of new development with consideration for surrounding uses. The project development will be required to comply with the General Plan, proposed zoning, R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, and the Tree Ordinance.

The project proposal does not include development of the land, however future physical development will be required to be consistent with the General Plan Designation. Future development of the land will include residential development and be subject to further environmental review at the time of submittal.

- d) **Less than Significant Impact with Mitigation Incorporation**– The project proposal does not include development of the land, however future physical development will be required to be consistent with the General Plan Designation. Future development of the land will include residential development and be subject to further environmental review at the time of submittal. Future development will be subject to the applicable provisions of the Hanford Municipal Code, such as Section 17.50.140 – Outdoor Lighting Standards. Additionally, the California Building Code contains standards for outdoor lighting that are intended to reduce light pollution and glare by regulation light power and brightness, shielding, and sensor controls.

Mitigation Measures:

MM Aesthetics 1: That the land be developed consistent with the General Plan, Hanford Municipal Code, and Tree Ordinance.

MM Aesthetics 2: That future development complies with the Hanford Municipal Code Section 17.50.140 Outdoor Lighting Standards and the California Building Code for outdoor lighting standards.

Conclusion: Impacts to aesthetics are anticipated to be less than significant with the incorporation of mitigation measures.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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Sources: 2035 General Plan, 2035 General Plan EIR, Hanford Municipal Code, California Building Code

II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☒	☐	☐
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☒	☐
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Attachment: Attachment 7 - Initial Study (Annexation 157)

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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Agriculture and Forestry Resources:

The General Plan EIR analyzed the impacts of the City's urban growth on agricultural land and includes mitigation measures to reduce those impacts, however, impacts to agricultural lands remain significant and unavoidable. A Statement of Overriding Considerations was adopted for the impacts to agricultural lands.

Environmental Setting

The City's climate, water availability and proximity to transcontinental transportation routes have made it a premier location for agricultural land development for over a century. Most of the land surrounding the urbanized area of Hanford was converted to agricultural uses over a century ago, leaving very little undisturbed natural landscape.

A majority of Prime Farmland is shown toward the northern and western portions of the study Area. Farmland of Statewide Importance is located on portions of land toward the southern edge of the Study Area. The acreage total for Prime Farmland, Farmland of Statewide Importance, and Unique Farmland within the Study and Planned Areas is categorized as follows:

**Table 4.2-1
Farmland Mapping and Monitoring Program**

Area	Prime Farmland (Acres)	Farmland of Statewide Importance (Acres)	Unique Farmland (Acres)	Total (Acres)
Planned Area	877	1,724	105	2,705
Study Area (Excluding Planned Area)	10,280	7,495	380	18,157
Total (Study Area)	11,157	9,219	485	20,862

There are 3,056 acres of land currently subject to a Williamson Act contract within the Planned Area and 16,299 acres of land currently subject to a Williamson Act contract within the Study Area. There are 335 acres currently under non-renewal and are scheduled to be removed from the provisions of the Williamson Act in the Planned Area.

There are no forest lands found within the Study Area, as defined by Public Resources Code Section 12220 (g), which defines such areas as "land that can support 10% native tree cover of any species, including hardwoods, under natural conditions, and that allow for management of one or more forest resources, including timber, aesthetics, fish and wildlife biodiversity, water quality, recreation, and other public benefits." There is also no "timberland" found in the Study Area as defined by the Public Resources Code Section 4526, which defines such areas as "land...which is available for, and capable of, growing a crop of trees of any commercial species used to produce lumber and other forest products, including Christmas trees."

Build-out of the General Plan would result in significant and unavoidable impacts to farmland conversion and conflict with land under Williamson Act land use contracts. Thus, the overall impact of full-build out of the General Plan would be cumulatively significant and unavoidable.

Significance Criteria

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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The Project may result in significant impacts to agricultural resources since the project results in the removal of lands designated as prime farmland by the Department of Conservation.

Checklist Discussion:

- a) **Less than Significant Impact with Mitigation Measures:** The project is located within an area listed as Unique Farmland and Confined Animal Agriculture. Unique farmland consists of lesser quality soils used for the production of the state's leading agricultural crops. This land is usually irrigated, but may include nonirrigated orchards or vineyards, as found in some climatic zones in California. Land must have been cropped at some time during the four years prior to the mapping date. Confined Animal Agricultural lands include poultry facilities, feedlots, dairy facilities, and fish farms. In some counties, confined animal agriculture is a component of the farmland of local importance category. The General Plan EIR evaluated the full build out of the Planned Area as a result of the General Plan Update and determined the General Plan would over the 2014 – 2035 planning period, convert approximately 2,706 acres of Prime Farmland, Farmland of Statewide Importance, and Unique Farmland to non-agricultural use. In accordance with the General Plan EIR, development would have to adhere to Hanford Municipal Code Chapter 16.40.110 (Right to Farm) and proposed goals and policies of the General Plan related to agriculture. However, the loss of farmland as a result of the General Plan Update was determined to be significant and unavoidable. A statement of overriding considerations was adopted for the significant impact to Agriculture, as a result of the General Plan Update. The project is consistent with the General Plan.

Mitigation Measure: That future physical development of the project site be required to record a right-to farm provision with the recording of a final subdivision map to ensure that future residents of the homes in the project area are aware of the adjacent agricultural uses and their right to continue to operate.

- b) Less than Significant Impact – The property is currently in the General Plan as High-, Medium- and Low-Density Residential and is proposed to be rezoned R-H High-Density, R-M Medium-Density, and R-L-5 Low-Density Residential, in accordance with the General Plan. The property is not within a Williamson Act Contract.
- c) No impact – the projects would not conflict with existing zoning for, or cause rezoning of, Forest Land, Timberland or Timberland Zoned Timberland Production, as these designations do not exist within the City. There would be no impact.
- d) No Impact – There is no forest land within the City. The projects would not result in the loss of forest land or conversion of forest land to non-forest use, as these designations do not exist within the City. There would be no impact.
- e) No Impact – None.

Mitigation Measures:

- **MM Agriculture 1:** That upon physical development of the project site, a right-to-farm provision be recorded with the recording of a final subdivision map(s) to ensure that future residents of the homes in the project area are aware of the adjacent agricultural uses and their right to continue to operate.

Sources: 2035 General Plan, General Plan Update EIR, Hanford Subdivision Ordinance, California Department of Conservation Farmland Mapping and Monitoring Program – Kings County Map (2016);

III. AIR QUALITY -- Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☒	☐	☐
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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation		Less Than Significant Impact	No Impact
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☒	☐	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☐	☒	☐	
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐	
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☒	☐	

Air Quality:**Climatological/Topological Factors**

The San Joaquin Valley's topography and meteorology provide ideal conditions for trapping air pollution for long periods of time and producing harmful levels of air pollutants, including ozone and particulate matter. Low precipitation levels, cloudless days, high temperatures, and light winds during the summer in the San Joaquin Valley are conducive to high ozone levels resulting from the photochemical reaction of oxides of nitrogen (NOX) and volatile organic compounds (VOC). Inversion layers in the atmosphere during the winter can trap emissions of directly emitted particulate matter less than 2.5 microns (MN2.5) and PM2.4 precursors (such as NOX and sulfur dioxide [SO2] within the San Joaquin Valley for several days, accumulating to unhealthy levels.

The region also houses the State's major arteries for good and people movement, Interstate 5 to the west and State Route 99 through the Central Valley, thereby attracting a large volume of vehicular traffic. Another compounding factor is the region's historically high rate of population growth compared to other regions of California. Increased population typically results in an even greater increase in vehicle activity and more consumer product use, leading to increased emissions of air pollution, including NOX. In fact, mobile sources account for about 80% of the Valley's total NOX emissions inventory. Since NOX is a significant precursor for both ozone and PM2.5, reducing NOX from mobile sources is critical for progressing the Valley towards attainment of ozone and PM2.4 standards.

The geography of mountainous areas to the east, west, and south, in combination with long summers and relatively short winters, contributes to local climate episodes that prevent the dispersion of pollutants. Transport, as affected by wind flows and inversions, also plays a role in the creation of air pollution.

The climate of the SJV is modified by topography. This creates climatic conditions that are particularly conducive to air pollution formation. The SJV is surrounded by mountains on three sides and open to the Sacramento Valley and the San Francisco Bay Area to the north.

Hanford is located in the southern end of the San Joaquin Valley Air Basin.

San Joaquin Valley Air Basin

The SJVAB is in the southern half of California's Central Valley and is approximately 250-miles long and averages 35-miles wide. The San Joaquin Valley is bordered by the Sierra Nevada Mountains to the east, the Coast Ranges to the west, and the Tehachapi mountains to the south. There is a slight downward elevation gradient from Bakersfield in the southeast end to sea level at the northwest end where the valley opens to the San Francisco Bay at the Carquinez

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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Straits. At its northern end is the Sacramento Valley, which comprises the northern half of California's Central Valley. The bowl shaped topography inhibits movement of pollutants out of the Valley.

The SJV is in a Mediterranean Climate Zone. Mediterranean Climates Zones occur on the west coast and are influenced by a subtropical high-pressure cell most of the year. Mediterranean Climates are characterized by sparse rainfall, which occurs mainly in winter. Summers are hot and dry. Summertime maximum temperatures often exceed 100 degrees Fahrenheit in the Valley.

The subtropical high-pressure cell is strongest during spring, summer, and fall and produces subsiding air, which can result in temperature inversions in the Valley. A temperature inversion can act like a lid, inhibiting vertical mixing of the air mass at the surface. Any emissions of pollutants can be trapped below the inversion. Most of the surrounding mountains are above the normal height of summer inversion (1,500 to 3,000 square feet).

Winter-time high pressure events can often last many weeks with surface temperatures often lowering into the 30s degrees F. During these events, fog can be present and inversions are extremely strong. These wintertime inversions can inhibit vertical mixing of pollutants to a few 100 feet.

Wind

Wind speed and direction play an important role in dispersion and transport of air pollutants. Wind at the surface and aloft can disperse pollution by mixing and transporting the pollution to other locations. The region's topographic features restrict air movement and channel the air mass toward the southeastern end of the Valley. The Coastal Range is a barrier to air movement to the west and the high Sierra Nevada range is a significant barrier to the east. A secondary, but significant, summer wind pattern is from the southeasterly direction and can be associated with nighttime drainage winds, prefrontal conditions, and summer monsoons.

San Joaquin Valley Air Basin Monitoring

The SJVAB consists of eight counties, from San Joaquin County to the north to Kern County in the South. The closest monitoring station to the Study Area is located at Hanford's South Irwin Street Monitoring Station. The station monitors particulates, ozone, carbon monoxide, and nitrogen dioxide.

The SJVAB is nonattainment for ozone (1 hour and 8 hour) and particulate matter. In accordance with the Federal Clean Air Act (FCAA), EPA uses the design value at the time of standard promulgation to assign nonattainment areas to one of several classes that reflect the severity of the nonattainment problem.

The SJVAB was reclassified from a "serious" nonattainment area for the 8-hour ozone standard to "extreme" effective June 4, 2010.

Maximum Pollutant Levels at Hanford's South Irwin Street Monitoring Station

Pollutant	Time Avg.	2012 Max.	2013 Max.	2014 Max.	National Standards	State Standards
Ozone (O3)	1 hour	0.109 ppm	0.104 ppm	0.108 ppm	NA	0.009 ppm
Ozone (O3)	8 hour	0.094 ppm	0.098 ppm	0.0904 ppm	0.075 ppm	0.070 ppm
Carbon Monoxide (CO)	8 hour	0.033 ppm	*	*	9.0 ppm	9.0 ppm
Nitrogen Dioxide (NO2)	1 hour	0.056 ppm	0.058 ppm	0.050 ppm	100 ppm	0.18 ppm
Nitrogen Dioxide (NO2)	Annual Average	0.009 ppm	0.010 ppm	0.010 ppm	0.053 ppm	0.030 ppm

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
Particulates (PM 10)	24 hour	128.0 µg/m ³	177.0 µg/m ³	131.3 µg/m ³	150 µg/m ³
Particulates (PM 10)	Federal Annual Arithmetic Mean	40.3 µg/m ³	50.3 µg/m ³	47.8 µg/m ³	NA µg/m ³
Particulates (PM 2.5)	24 hour	64 µg/m ³	128.7 µg/m ³	96.7 µg/m ³	35 µg/m ³
Particulates (PM 10)	Federal Annual Arithmetic Mean	14.8 µg/m ³	18.1 µg/m ³	17.4 µg/m ³	12 µg/m ³

Notes:

NA = Not Applicable (there is no standard for this pollutant)

***** = There was insufficient data available to determine the value

ppm = parts per million

µg/m³ = microgram per cubic meter

Attainment Status

Air quality impacts from proposed projects within Hanford are controlled through policies and provisions of the San Joaquin Valley Air Pollution Control District (SJVAPCD). In order to demonstrate that a project would not cause further air quality degradation in either of the SJVAPCD's plan to improve air quality within the air basin or federal requirements to meet certain air quality compliance goals, each project should also demonstrate consistency with the SJVAPCD's adopted Air Quality Attainment Plans (AQAP) for ozone and PM10. The SJVAPCD is required to submit a "Rate of Progress" document to ARB that demonstrates past and planned project toward reaching attainment for all criteria pollutants. The CCAA requires air pollution control districts with severe or extreme air quality problems to provide a 5% reduction in non-attainment emissions per year. The Air Quality Attainment Plans prepared for the SJV by the SJVAPCD complies with this requirement.

Air pollution sources associated with stationary sources are regulated through the permitting authority of the SJVAPCD under the New and Modified Stationary Review Rule (SJVAPCD Rule 2201). Owners of any new or modified equipment that emits, recues, or controls air contaminants, except those specifically exempted by the SJVAPCD, are require to apply for an Authority to Construct and Permit to Operate (SJVAPCD Rule 2010). Additionally, best available control technology is required on specific types of stationary equipment and are required to offset both stationary source emission increases along with increases in cargo carrier emissions if the specified threshold levels are exceeded (SJVAPCD Rule 2201, 4.7.1). Through this mechanism, all stationary sources within the Study Area would be subject to the standards of the SJVAPCD to ensure that new developments do not result in net increases in stationary sources of criteria air pollutants.

Existing Air Quality

Air pollutant emissions generated from projects constructed under the implementation of the General Plan would be required to adhere to SJVAPCD rules and regulations and therefore, would not exceed SJVAPCD thresholds.

Odor

The SJVAPCD has identified some common types of facilities that have been known to produce odors in the SJVAB. The types of facilities that are known to produce odors are shown below along with a reasonable distance from the source within which, the degree of odors could possibly be significant. Information presented in the table will be used as a screening level of analysis for potential odor sources for new development as a result of implementation of the General Plan.

Type of Facility

Distance

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact		
Wastewater Treatment Facility		2 miles				
Sanitary Landfill		1 mile				
Transfer Station		1 mile				
Composting Facility		1 mile				
Petroleum Refinery		2 mile				
Asphalt Batch Plant		1 mile				
Chemical Manufacturing		1 mile				
Fiberglass Manufacturing		1 mile				
Painting/Coating Operation (e.g., auto body shops)		1 mile				
Food Processing Facility		1 mile				
Feed Lot/Dairy		1 mile				
Rendering Plant		1 mile				
Asbestos						
New development's construction phase may cause asbestos to become airborne due to construction activities. In order to control naturally-occurring asbestos dust, new development can use some of the following control actions to reduce the release of airborne asbestos fibers:						
- Water wetting or road surfaces; - Rinse vehicles and equipment; - Wet loads of excavated materials; and - Cover loads of excavated materials						
Project Impacts						
<i>The project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation.</i>						
The SJVAB often exceeds the State and national ozone stands and if the new development as a result of the General Plan Update emits a substantial quantity of ozone precursors, it may contribute to an exceedance of the ozone standard. The SJVAB is also in nonattainment for State PM10 air quality standards and in nonattainment for State and federal PM2.5 air quality standards. Therefore, substantial project emissions may contribute to an exceedance for these pollutants.						
District Rule 2201, the New and Modified Stationary Source Review (NSR), is a major component of the SJVAPCD's attainment strategy as it relates to growth. It applies to new and modified stationary sources of air pollution. The SJVAPCD's attainment plans demonstrate that project-specific emissions below the SJVAPCD's offset thresholds would have a less-than-significant impact on air quality. Thus the SJVAPCD concludes that use of the NSR Offset thresholds as the consistency in significance determinations within the environmental review process and is applicable to both stationary and non-stationary emission sources.						
Project Type	Pollutant/Precursor Emission (tons/year)					
	CO	NOX	ROG	SOX	PM10	PM2.5
Construction Emissions	100	10	10	27	15	15
Operational Emissions (Permitted Equipment and Activities)	100	10	10	27	15	15
Operational Emissions (Non-Permitted Equipment and Activities)	100	10	10	27	15	15
Short-term (construction) emissions						

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
Construction-related impacts are expected to be temporary in nature and can generally be reduced to a less-than-significant level through the use of mitigation measures and through compliance with applicable existing City, county, State and SJVAPCD regulations for reducing construction-related emissions. The SJVAPCD's Regulation VIII is applied to all construction sites and would constitute sufficient measures to reduce air quality impacts to a level considered less than significant. Long-term (operational) emissions Operational emissions are emitted from two main sources: 1) small, distributed sources known as area sources and 2) motor vehicles known as mobile sources. All new development and infrastructure projects would be subject to SJVAPCD guidelines and regulations, including Rule 9510 (indirect source review) and Regulation VIII (Fugitive Dust Prohibitions). Existing businesses and new projects that are large employers (over 100 employees) would be subject to Rule 9410 (Employer Based Trip Reduction). Individual projects would require a project-level analysis to determine necessary mitigation strategies. As appropriate, the City of Hanford would require the implementation of the above-notated mitigation strategy intended to avoid or reduce the significant impacts identified. Short-term (construction) emissions Fugitive dust control rules: - Rule 8011 – Fugitive dust administrative requirements for control of fine particulate matter - Rule 8021 – Fugitive dust requirements for the control of fine particulate matter from construction, demolition, excavation, extraction, and earthmoving activities. - Rule 8071 – Fugitive dust requirements for the control of fine particulate matter from vehicle and/or requirement parking, shipping, receiving, transfer, fueling, and service areas one acre or larger Further, the new development should include the following local municipal code requirements: - Water sprays or chemical suppressants must be applied to all unpaved roads to control fugitive emissions - All access roads and parking areas must be covered with asphalt-concrete paving Compliance with Regulation VIII under the SJVAPCD for all construction sites would constitute sufficient measures to reduce PM10 impacts to a level considered less than significant Compliance with Regulation VIII under the SJVAPCD for all construction sites would constitute sufficient measures to reduce PM10 impacts to a level considered less than significant. The following measures from the Guide for Assessing and Mitigation Air Quality Impacts are required to be implemented at construction sites for all new development built during the planning cycle of the General Plan Update: - All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover. - All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant. - All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.				

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
- With the demolition of buildings up to six stories in height, all exterior surfaces of the building shall be wetted during demotion. - When materials are transported offsite, all materials shall be covered, or effectively wetted to limit visible dust emissions, and at least 6 inches of freeboard space from the top of the container shall be maintained. - All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden. - Following the addition of materials to, or the removal of materials from, the surface of storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant. - Within urban areas, track out shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday. Long-Term (operational) emissions Long-term emissions from new development are generated by mobile source (vehicle) emissions and area sources such as water heaters and lawn maintenance equipment. Future development projects in the City of Hanford would be subject to the SJVAPCD's Indirect Source Review (ISR) program. The purpose of the SJVAPCD's ISR Program is to reduce emissions of NOX and PM10 from new development projects. Further, all new developments and infrastructure projects would be subject to SJVAPCD guidelines and regulations, including the ISR rule and Regulation VIII. Existing businesses and new projects that are large employers (over 100 employees) would be subject to Rule 9410 (Employer based trip reduction). <i>The project would not expose sensitive receptors to substantial pollutant concentrations.</i> Sensitive receptors are those individuals who are sensitive to air pollution, which may include children, the elderly, and persons with pre-existing respiratory or cardiovascular illness. The Air District considers a sensitive receptor to be a location that houses or attracts children, the elderly, people with illnesses, or others who are especially sensitive to the effects of air pollutants. The six criteria pollutants include ozone, CO, NO2, SO2, particulate matter, and Pb. Of the six pollutants, particle pollution and ground-level ozone are the most widespread health threats. The SJVAPCD has determined that any project would perform an ambient air quality analysis when construction activities or operational activities exceed the 100 pound per day screening level of any criteria pollutant after implementation of all enforceable mitigation measures. Exempt small development projects include: - Residential projects with 50 dwelling units or less - Commercial projects with 2,000 square feet or less - Light industrial projects with 25,000 square feet or less - Heavy Industrial projects with 100,000 square feet or less - Medical Office projects with 20,000 square feet or less - General Office projects with 39,000 square feet or less - Educational projects with 9,000 square feet or less - Government projects with 10,000 square feet or less - Recreational projects with 20,000 square feet or less				

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
- Transportation or Transit projects with construction exhaust emissions of 2 tons of NOX or PM10 or less Pre-Consultation – San Joaquin Valley Air Pollution Control District The following comments were received from the SJVAPCD: The San Joaquin Valley Unified Air Pollution Control District (District) has reviewed the project referenced above from the City of Hanford (City) consisting of request to annex 149.5 acres into City of Hanford, and a request to pre-zone the annexation area (Project). The Project is located at northwest corner of 12th Avenue and Fargo Avenue, in Hanford, CA (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047). Project Scope The Project consists of a request to annex 149.5 acres into the City of Hanford from the Kings County jurisdiction. The Project also includes a request to pre-zone the annexation area as R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, in accordance with the General Plan designation for the area. The annexation or division of land into individual parcels or rezone will not have an impact on air quality. However, if approved, future development will contribute to the overall decline in air quality due to construction activities, increased traffic, and ongoing operational emissions. Future development may require further environmental review and mitigation. Referral documents for those projects should include a project summary detailing, at a minimum, the land use designation, project size, and proximity to sensitive receptors and existing emission sources. District significance thresholds for annual emissions of criteria pollutants are the following: 100 tons per year of carbon monoxide (CO), 10 tons per year of oxides of nitrogen (NOx), 10 tons per year of reactive organic gases (ROG), 27 tons per year of oxides of sulfur (SOx), 15 tons per year of particulate matter of 10 microns or less in size (PM10), or 15 tons per year of particulate matter of 2.5 microns or less in size (PM2.5). Other potential significant air quality impacts related to Toxic Air Contaminants (see information below under Health Risk Assessment), Ambient Air Quality Standards, Hazards and Odors, may require assessments and mitigation. More information can be found in the District's Guidance for Assessing and Mitigating Air Quality Impacts at: https://www.valleyair.org/transportation/GAMAQI_12-26-19.pdf The District offers the following comments: For future development projects, the District recommends that a review of the projects' potential impact on air quality consider the following items: 1) Project Related Criteria Pollutant Emissions For future development projects, the District recommends that a review of the projects' potential impact on air quality consider the following items: 1a) Project Related Construction Emissions				

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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Construction emissions are short-term emissions and should be evaluated separately from operational emissions. Equipment exhaust, as well as fugitive dust emissions should be quantified. For reference, the District's annual criteria thresholds of significance for construction are listed above

The District recommends that the City consider the use of the cleanest reasonably available off-road construction practices (i.e. eliminating unnecessary idling) and fleets, as set forth in §2423 of Title 13 of the California Code of Regulations, and Part 89 of Title 40 Code of Federal Regulations as a mitigation measure to reduce Project related impacts from construction related exhaust emissions.

1b) Project Related Operational Emissions

Emissions from stationary sources and mobile sources should be analyzed separately. For reference, the District's annual criteria thresholds of significance for operational emissions are listed above.

1c) Recommended Model

Project related criteria pollutant emissions from construction and operational sources should be identified and quantified. Emissions analysis should be performed using CalEEMod (**California Emission Estimator Model**), which uses the most recent approved version of relevant Air Resources Board (ARB) emissions models and emission factors. CalEEMod is available to the public and can be downloaded from the CalEEMod website at: www.caleemod.com.

2) Health Risk Screening/Assessment

A Health Risk Screening/Assessment identifies potential Toxic Air Contaminants (TAC's) impact on surrounding sensitive receptors such as hospitals, daycare centers, schools, work-sites, and residences. TAC's are air pollutants identified by the Office of Environmental Health Hazard Assessment/California Air Resources Board (OEHHA/CARB) that pose a present or potential hazard to human health. A common source of TACs can be attributed to diesel exhaust emitted from both mobile and stationary sources. List of TAC's identified by OEHHA/CARB can be found at: <https://ww2.arb.ca.gov/resources/documents/carb-identified-toxic-air-contaminants>

The District recommends future development project(s) be evaluated for potential health impacts to surrounding receptors (on-site and off-site) resulting from operational and multi-year construction TAC emissions.

i) The District recommends conducting a screening analysis that includes all sources of emissions. A screening analysis is used to identify projects which may have a significant health impact. A prioritization, using CAPCOA's updated methodology, is the recommended screening method. A prioritization score of 10 or greater is considered to be significant and a refined Health Risk Assessment (HRA) should be performed.

For your convenience, the District's prioritization calculator can be found at:

http://www.valleyair.org/busind/pto/emission_factors/Criteria/Toxics/Utilities/PRIORITIZATION%20RMR%202016.XLS.

ii) The District recommends a refined HRA for development projects that result in a prioritization score of 10 or greater. Prior to performing an HRA, it is recommended that development project applicants contact the District to review the proposed modeling protocol. A development project would be considered to have a significant health risk if the HRA demonstrates that the project related health impacts would exceed the District's significance threshold of 20 in a million for carcinogenic risk and 1.0 for the Acute and Chronic Hazard Indices, and would trigger all feasible mitigation measures. The District recommends that development projects which result in a significant health risk not be approved.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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For HRA submittals, please provide the following information electronically to the District for review:

- ☐ HRA AERMOD model files
- ☐ HARP2 files
- ☐ Summary of emissions source locations, emissions rates, and emission factor calculations and methodology.

More information on toxic emission factors, prioritizations and HRAs can be obtained by:

- ☐ E-Mailing inquiries to: hramodeler@valleyair.org; or
- ☐ The District can be contacted at (559) 230-6000 for assistance; or
- ☐ Visiting the District's website (Modeling Guidance) at:

http://www.valleyair.org/busind/pto/Tox_Resources/AirQualityMonitoring.htm.

3) Ambient Air Quality Analysis

An ambient air quality analysis (AAQA) uses air dispersion modeling to determine if emissions increases from a project will cause or contribute to a violation of the ambient air quality standards. The District recommends that an AAQA be performed for the Project if emissions exceed 100 pounds per day of any pollutant.

If an AAQA is performed, the analysis should include emissions from both Project specific permitted and non-permitted equipment and activities. The District recommends consultation with District staff to determine the appropriate model and input data to use in the analysis.

Specific information for assessing significance, including screening tools and modeling guidance is available online at the District's website www.valleyair.org/ceqa.

4) District Rules and Regulations

The District issues permits for many types of air pollution sources and regulates some activities not requiring permits. A project subject to District rules and regulation would reduce its impacts on air quality through compliance with regulatory requirements. In general, a regulation is a collection of rules, each of which deals with a specific topic. Here are a couple of example, Regulation II (Permits) deals with permitting emission sources and includes rules such as District permit requirements (Rule 2010), New and Modified Stationary Source Review (Rule 2201), and implementation of Emission Reduction Credit Banking (Rule 2301).

The list of rules below is neither exhaustive nor exclusive. Current District rules can be found online at: www.valleyair.org/rules/1ruleslist.htm. To identify other District rules or regulations that apply to this Project or to obtain information about District permit requirements, the applicant is strongly encouraged to contact the District's Small Business Assistance (SBA) Office at (559) 230-5888.

4a) District Rules 2010 and 2201 - Air Quality Permitting for Stationary Sources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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Stationary Source emissions include any building, structure, facility, or installation which emits or may emit any affected pollutant directly or as a fugitive emission. District Rule 2010 requires operators of emission sources to obtain an Authority to Construct (ATC) and Permit to Operate (PTO) from the District. District Rule 2201 requires that new and modified stationary sources of emissions mitigate their emissions using best available control technology (BACT).

Future development projects may be subject to District Rule 2010 (Permits Required) and Rule 2201 (New and Modified Stationary Source Review) and may require District permits. Prior to construction, the Project proponent should submit to the District an application for an Authority to Construct (ATC). For further information or assistance, the project proponent may contact the District's Small Business Assistance (SBA) Office at (559) 230-5888.

4b) District Rule 9510 (Indirect Source Review)

The purpose of District Rule 9510 is to reduce the growth in both NO_x and PM₁₀ emissions associated with development and transportation projects from mobile and area sources associated with construction and operation of development projects. The rule encourages clean air design elements to be incorporated into development projects. In case the proposed development project clean air design elements are insufficient to meet the targeted emission reductions, the rule requires developers to pay a fee used to fund projects to achieve off-site emissions reductions.

Accordingly, future development project(s) within the Project would be subject to District Rule 9510 if:

(1) Upon full build-out, the project would receive a project-level discretionary approval from a public agency and would equal or exceed any one of the following applicability thresholds:

- ☐ 50 dwelling units
- ☐ 2,000 square feet of commercial space;
- ☐ 25,000 square feet of light industrial space;
- ☐ 100,000 square feet of heavy industrial space;
- ☐ 20,000 square feet of medical office space;
- ☐ 39,000 square feet of general office space; or
- ☐ 9,000 square feet of educational space; or
- ☐ 10,000 square feet of government space; or
- ☐ 20,000 square feet of recreational space; or
- ☐ 9,000 square feet of space not identified above

(2) Or would equal or exceed any of the applicability thresholds in section 2.2 of the rule.

District Rule 9510 also applies to any transportation or transit development projects where construction exhaust emissions equal or exceed two (2.0) tons of NO_x or two (2.0) tons of PM₁₀.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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In the case the future development project(s) are subject to District Rule 9510, an Air Impact Assessment (AIA) application is required and the District recommends that demonstration of compliance with District Rule 9510, before issuance of the first building permit, be made a condition of Project approval.

Information about how to comply with District Rule 9510 can be found online at:

<http://www.valleyair.org/ISR/ISRHome.htm>.

The AIA application form can be found online at:

<http://www.valleyair.org/ISR/ISRFormsAndApplications.htm>.

District staff is available to provide assistance with determining if future development projects will be subject to Rule 9510, and can be reached by phone at (559) 230-6000 or by email at ISR@valleyair.org.

4c) Other District Rules and Regulations

Future development projects may also be subject to the following District rules: Regulation VIII, (Fugitive PM10 Prohibitions), Rule 4102 (Nuisance), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations). In the event an existing building will be renovated, partially demolished or removed, the project may be subject to District Rule 4002 (National Emission Standards for Hazardous Air Pollutants).

5) District Comment Letter

The District recommends that a copy of the District's comments be provided to the Project proponent.

Analysis:

As stated by the district, this project – the proposed annexation and pre-zoning of the land will not have an impact on air quality. However, if approved, future development will contribute to the overall decline in air quality due to construction activities, increased traffic, and ongoing operational emissions.

Future development may require further environmental review and mitigation. Referral documents for those projects will be forwarded to the District for review, upon application.

Checklist Discussion

- Less than Significant Impact with Mitigation Incorporation** – Future development of the project area will not disrupt implementation of the San Joaquin Valley Unified Air Pollution Control District's Air Quality Plan. Compliance with the Air District's Air Quality Plan will be a requirement of the physical development of the project area. a requirement of development. Additionally, the applicant will be required to obtain any necessary permits through the SJVAPCD. With these mitigation measures, the project will have a less than significant impact.
- Less than Significant Impact**– There is not a physical development planned for the project site at this time. Future development will be evaluated at the time of proposal and may be subject to District rules and applications.
- Less than Significant Impact**– In accordance with the consultation received from the District, this project – the proposed annexation and pre-zoning of the land will not have an impact on any criteria pollutant, however future development will need to be analyzed and may require mitigation. Referral documents for all future development will be forwarded to the District for review, upon application.
- Less than Significant Impact** - There are no known pollutant concentrations that would be generated by the

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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future residential development project that would expose sensitive receptors to substantial pollutant concentrations.

- e) Less than Significant Impact – The proposed project is for future residential development. The normal use of a residential subdivision does not create objectionable odors. No objectionable odors are anticipated to occur as a result of development of the residential subdivision. Therefore, the impact is considered less than significant.

Mitigation Measures:

MM Air Quality 1: That future development projects be forwarded to the SJVAPCD for review and comments and that future development comply with the SJVAPCDC Air Quality Plan.

Conclusion: Future development will be subject to review by the San Joaquin Valley Air Pollution Control District and will likely be subject to further SJVAPCD regulation. Review and regulation of physical development of the project area will be required.

Source(s): Hanford General Plan (2017), General Plan Environmental Impact Report (2017), San Joaquin Valley Air Pollution Control District, California Air Resources Board 2008, Ambient Air Quality Standards (4/1/2008) <http://www.arb.ca.gov>; Consultation received from the San Joaquin Valley Air Pollution Control District on February 15, 2018 (attached)

IV. BIOLOGICAL RESOURCES -- Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☒	☐

Environmental Setting

Natural Communities

The natural communities tracked by the California Natural Diversity Database in the Study Area and surrounding vicinity include Valley Sacaton Grassland and Valley Sink Scrub.

Valley Sacaton Grassland is mid-height to three feet tussock-forming grassland dominated by alkali sacaton. The community is fine textured and poorly drained on usually alkaline soils with generally a seasonally high water table or are overflowed during winter flooding. This community was formerly extensive in the Tulare Lake Basin.

There are two patches of riparian woodlands identified by the State Dept. of Conservation mapping program that are within the study area (City of Hanford). Riparian woodlands are one of the richest wildlife habitats in the State; however, much has been severely degraded. Less than 1% of the Central Valley's riparian vegetation is in a natural, high-quality condition. Riparian woodlands in the study area are located on the west side of 12th Avenue between Houston and Iona Avenues, and along the west side of 13th Avenue, north of Iona Avenue. They are 30 and 14 acres in size, respectively. Valley oak woodland provides habitat components such as food, cover, nesting sites, and dispersal habitat for a wide variety of wildlife. The large oak trees present in this vegetation community provide nesting opportunities for many birds of prey. Typical wildlife species in this vegetation community include California ground squirrel, western fence lizard, western scrub jay, California quail, northern flicker, northern mockingbird, mourning dove, American kestrel, and red-tailed hawk.

Vegetation within the City of Hanford consists primarily of agricultural crops with little remaining non-agricultural vegetation. Agricultural crops consist of orchard, vineyard, annual dryland and irrigated grain crops, irrigated row and field crops, and some rice production. A good portion of the study area consists of urban development, but an almost equal portion of the study area is agricultural development.

Waters/Wetlands

Queries of the National Wetland Inventory and National Hydrology Dataset reveal the presence of numerous wetlands and waters within the Study Area. The largest of the water bodies are holding ponds off of Iona Avenue and South 11th Avenue. The system is artificially flooded and manmade. Other wetland and water features are reported including emergent wetlands, freshwater wetlands, freshwater ponds, canals and ditches, and blue-line stream courses.

The only natural watercourse is Mussel Slough, remnants of which still exist on the City's western edge. The People's Ditch, an irrigation canal dug in the 1870s, traverses Hanford from north to south and portions of it still exist north of Grangeville Boulevard and west of the Santa Fe Railroad. The Sand and Lone Oak sloughs once traversed the city north and south, and remnants still remain in the southern half of the City south of SR 198. The Kings River is about 4 miles north of Hanford.

Wildlife Corridors

Wildlife corridors are areas of habitat that connect two or more habitat patches that would otherwise be fragmented or isolated from one another.

Isolated "islands" of wildlife habitat have been created by the fragmentation of open space areas due to urbanization and other anthropogenic disturbance. Certain wildlife species, especially the larger and more mobile mammals, will not likely

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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persist over time in fragmented or isolated habitat areas in the absence of habitat linkages due to the loss of gene flow required to maintain genetic diversity.

Within the urbanized areas of the Study Area, wildlife corridors are largely limited to linear water features, such as canals, water and flood control conveyance structures, and remnant natural ways. Surrounding the Study Area, agricultural fields and sparsely located and fragmented patches of lands containing non-agricultural vegetation located amongst the agricultural fields extend for many miles in all directions. Wildlife movement is largely uninhibited in this open space area of the Study Area outside of, and surrounding, the urbanized areas.

Standards of Significance

The project would have a significant effect on biological resources if it would:

1. Interfere substantially with the movement of any resident or migratory fish or wildlife species.
2. Substantially diminish habitat for fish, wildlife or plants.
3. Substantially affect a rare, threatened, or endangered species of animal or plant or the habitat of a rare, threatened or endangered species.

Checklist Discussion

- a) Less than Significant Impact –The site does not have value as a habitat for any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service.
- b) No Impact – the site does not contain any riparian habitat or other sensitive natural community.
- c) No Impact – the site is not identified as a federally protected wetland.
- d) Less than Significant Impact - The project would not interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites. Physical development of the project area will require further environmental review.
- e) No Impact - The project would not conflict with any local policies or ordinances protecting biological resources such as a tree preservation ordinance or policy; there is not an adopted ordinance protecting biological resources.
- f) Less than Significant Impact – the project pertains to land that has no value as natural habitat; therefore, the plan does not conflict with any adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

Conclusion: The site is proximal to an urban area of the City and contains no natural, undisturbed areas for habitat. The project would have a less than significant cumulative impact for biological resources.

Source(s): Hanford General Plan (2017), General Plan Environmental Impact Report (2017)

V. CULTURAL RESOURCES -- Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in Public Resources Code 15064.5?	☐	☐	☒	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Public Resources Code 15064.5?	☐	☒	☐	☐
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
feature?				
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☒	☐	☐

Ethnographic Setting

Hanford is situated between the former "delta" formed by the Kaweah River to the south and the Kings River to the north. Yokuts lived in villages consisting of wood frame huts covered with large tule mats. The Hanford-Lemoore region on the south side of the Kings River was home to the Nutunutu Yokuts. Across the Kings River and north of the Nutunutu, were the Wimilche people. Only one village for the Wimilche and two for the Nutunutu have been described. The Wimilche village of Ugonia was located north of the Kings River, 7 miles below Laton. The Nutunutu village of Cheou was across the river and directly west of Ugonia. Kadistin, the other Nutunutu village of Cheou was across the river and directly west of Ugonia. Kadistin, the other Nutunutu village, was at old Kingston on the south bank of the Kings River downstream from Laton. The better known Tachi Yokuts occupied the north and west shores of Tulare Lake.

The Yokuts subsistence economy emphasized fishing; hunting waterfowl; and collecting shellfish, roots, and seeds. Tules were abundant in the sloughs and their prodigious use in constructing shelters, boats, and as a food source reflected their significance in Yokuts life.

The dead were buried in a cemetery separate from the village with head facing west or northwest. Cremation was most common for the occasional individual who died away from home or in the event that the deceased was a shaman or medicine man. Among the Tachi, anyone of higher social status was cremated.

The 1833 epidemic, brought south from Oregon by a party of trappers, decimated an estimated 75% of California's native people. Entire communities were wiped out, leaving few native people to consult during the early 1900s when anthropologists were recording the recollections of elderly survivors of what has been billed as a last attempt to reconstruct the lifeways of the native people before White contact.

In 1851, the tribes gave up their lands for reservations. However, such a treaty was never ratified by Congress. The remnant of native people in the southern San Joaquin Valley was placed at the Tejon

Reservation at the foot of the Tehachapis and at the Fresno reservation at Madera. However, Tejon was later abandoned in favor of a reservation on the Tule River. Many of the Tule river residents were Tachi for whom a settlement was established near Lemoore.

By 1970, some 325 people identifying themselves as Yokuts lived on the 54,000-acre Tule River Reservation. Many of the residents were employed in the lumber industry or as laborers on farms. About one-third of the population of the Tule River Reservation lived on the much smaller Santa Rosa Reservation. Santa Rosa families would follow seasonal agricultural work.

Pioneer Settlement Period

Early development and success of the community was dictated by the railroad. Southern Pacific established a depot early in 1877 in what would become Hanford. In 1877, when the Southern Pacific Railway laid lines from Goshen to Coalinga, their path crossed through a Chinese sheepherder's camp. This camp reportedly was the beginning of the City of Hanford. Hanford was named for James Madison Hanford, an auditor of the railroad, who also took a lively interest in the sale of town lots which began on January 17, 1877. Within a short time, the settlement grew to a town, and, with the powerful backing of the railway interests, Hanford ultimately became the center of trade for the region.

In McKenney's Pacific Coast Directory, San Francisco, 1886-1887, Hanford was described as having a post, express, and telegraph office, located along the Southern Pacific Railroad Company's Goshen Division, 254 miles from San Francisco, and 22 miles from Visalia. At the time, the community numbered 1,000 inhabitants and was located in the

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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heart of the "famous Mussel Slough country," a region of rich top soils and important agricultural zone. Hanford was the principal depot for the local wheat industry and had several flouring mills along with schools, churches, and hotels.

Through the early pioneer years, a series of devastating fires dampened the growth of Hanford. On July 12, 1887, a fire destroyed most of the downtown business district. On June 19, 1891, another fire destroyed portions of the downtown business district. The fires of early 1890s spurred new development using fireproof materials.

National Register of Historic Places

Hanford has three buildings listed on the NRHP. They are the Hanford Carnegie Library, the Kings County Courthouse and the Taoist Temple. All three buildings are also listed on the California Register of Historic Places.

Hanford Carnegie Library

The Hanford Carnegie Library, now the Hanford Carnegie Museum, was built in 1905 as one of the many Carnegie libraries that were funded by steel magnate, Andrew Carnegie. The library was replaced by a new structure at a different location in 1968. The old library was subsequently renovated and reopened as the Hanford Carnegie Museum in 1974. The building is of Romanesque Revival architecture, with displays of furniture and photos describing the history of the Hanford area.

Kings County Courthouse

The 1986 Kings County Courthouse was erected after Kings County was formed. The building served as the county's courthouse until 1976 when it was replaced by the new Kings County Government Center on West Lacey Boulevard. The building was listed on the National Register of Historic Places in 1978.

Taoist Temple

The Taoist Temple at 12 China Alley dates from 1893. It was listed on the NRHP in 1972. It is historically significant as a surviving authentic structure from Hanford's Chinatown. China Alley served the second largest population of Chinese in the U.S., behind San Francisco.

While many urban Chinatowns continue to thrive, most rural Chinatowns have declined; Hanford's China Alley is unique for its retention of many original features. China Alley's survival is largely because many of its buildings are owned by a single third-generation family corporation that has, through the years, exhibited concern for the site's future.

National Register of Historic Places – Eligible Resources

There are a number of resources within Hanford that contribute to its unique culture, yet are not officially listed as historic resources, including the following:

- Clark Center for Japanese and Art and Culture, 15770 10th Avenue
- Temple Theater, 514 Visalia Street
- Fox Theater
- Kings Art Center, 605 N. Douty Street
- Hanford Civic Auditorium, 400 N. Douty Street
- Hanford Veteran's Memorial Building

Paleontological Resources

A paleontological resources report was not prepared for the General Plan, as there are recent paleontological resource reports for areas within the vicinity. The geology of the area includes the Modesto Formation, Tulare Lakebeds, and Quaternary alluvium. Between overlies sediments of the late-Pleistocene to early-Holocene Modesto Formation. From Hanford south to approximately Delano, Tulare Lakebed deposits are exposed at or near the surface.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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Consultation Received:

Consultation was received from Shana Powers with the Santa Rosa Rancheria Tachi Yokut Tribe on January 11, 2021 stating the following: Thank you for contacting Santa Rosa Rancheria Tachi Yokut Tribe about the proposed project. The Tribe has concerns. We recommend contacting the NAHC. We recommend a cultural resource record search and survey. We are requesting those results. Based upon those findings, we may recommend monitoring. We are recommending a Cultural Presentation for construction staff, prior to ground disturbing activities, mandated by the conditional use permit or any other permit required.

Staff Analysis:

As requested, the City of Hanford consulted with the Native American Heritage Commission, NAHC, and received a list of potentially-affected tribes requiring consultation. Consultation was sent on March 1, 2021. Responses were not received, as of the date of preparation of this report.

A Cultural Resources Records Search was conducted by the Southern San Joaquin Valley Information Center for the General Plan Update on February 10, 2014. Within the Project Area, defined by the General Plan Update, there were 52 known/recorded cultural resources. The list was reviewed which did not include any known/recorded cultural resources within this specific project.

Consultation Meeting

On January 10, 2017, the City of Hanford met with the Tachi Yokut Tribe, on a different project in order to establish conditions, which would apply to all projects in the City of Hanford, which required an initial study.

In order to address the concerns of the Tachi Yokut Tribe, the City is requiring the following as mitigation measures:

- That a Burial Treatment Plan be entered to by the applicant/property owner prior to any earth disturbing activities. **(This condition applies as a mitigation measure to all projects that require an initial study).**

In accordance with Assembly Bill 52, formal notification of determination to undertake a project and notice of consultation opportunity, pursuant to Public Resources Code Section 21080.3.1 was sent to the Tachi Yokut Tribe. A response has not been received, as of the date of preparation of this environmental assessment.

Thresholds of significance

The project would have a significant impact on cultural resources if it would:

- Cause a substantial adverse change in the significance of a historical resource, as defined in Section 15064.5
- Cause a substantial adverse change in the significance of an archeological resource, pursuant to Section 15064.5;
- Directly or indirectly destroy a unique paleontological resource or site or unique geological feature; or
- Disturb any human remains, including those interred outside of formal cemeteries
- That a Burial Treatment Plan be entered to by the applicant/property owner prior to any earth disturbing activities

Significance Criteria

The project may have a significant impact on cultural resources if it causes substantial adverse changes in the significance of a historical or archaeological resource as set forth by the California Register of Historic Places and Section 106 of the National Historic Preservation Act; directly or indirectly destroys a unique paleontological resource or site.

Checklist Discussion

- a) Less than Significant Impact - at this time, there is not a physical project proposed for the project area. Therefore the project would not cause a substantial adverse change in the significance of a historical resource as defined

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
in 15604.5 of the CEQA Guidelines, as the site is not registered as a historical resource.				
b) Less than Significant Impact with Mitigation Measures – Due to the prior meeting with the Tachi Yokut Tribe on January 10, 2017, the lead agency is requiring that:				
That a Burial Treatment Plan be entered to by the applicant/property owner prior to any earth disturbing activities. Additionally, as requested by the Santa Rosa Rancheria Tachi Yokut Tribe on January 11, 2021, prior to any ground-disturbing activities, a Cultural Presentation shall be given to the construction staff.				
c) Less than Significant Impact - The project will not directly or indirectly destroy any unique paleontological resource or site, as the site has not been identified as containing unique paleontological resource nor unique geological feature.				
d) See B.				
Mitigation Measures				
MM Cultural Resources 1: That a Burial Treatment Plan be entered to by the applicant/property owner prior to any earth disturbing activities. MM Cultural Resources 2: That prior to any ground-disturbing activities, a Cultural Presentation be given to the construction staff.				
Conclusion:				
The incorporation of mitigation measures requested from the Tachi Yokut Tribe will reduce the impacts of development on Cultural Resources.				
Source(s): Hanford General Plan (2017), California Health and Safety Code, Public Resources Code, consultation letter sent in accordance with Public Resources Code, Section 21080.3.1(b); meeting with the Tachi Yokut Tribe on January 10, 2017.; California Historical Resources Information System Record Search (February 10, 2014).				
VI. GEOLOGY AND SOILS -- Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	☐	☒	☐	☐
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii) Strong seismic ground shaking?	☐	☒	☐	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☒	☐	☐
iv) Landslides?	☐	☒	☐	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☒	☐	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the	☐	☒	☐	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation		Less Than Significant Impact	No Impact
project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?					
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☒	☐	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒	

Environmental Setting

Geology

The topography of the City is relatively flat with a gradual slope generally from east to west. The City is located at 249 feet above mean sea level (msl).

The soil is defined as alluvial fan surfaces that are mantled with very deep, well-drained, saline-alkali soils. An alluvial fan is a fan-shaped alluvial deposit formed by a stream where its velocity is abruptly decreased.

Soil

The City of Hanford consists of the following soil types: 1) Cajon sandy loam, 2) Excelsior sandy loam, 3) Garces loam, 4) Kimberlina fine sandy loam, saline alkali 5) Kimberlina fine sand loam, sandy substratum, 6) Kimberlina saline alkali-Garces complex 7) Nord fine sandy loam, 8) Nord fine sandy loam, saline alkali, 9) Nord complex, 10) Wasco sandy loam (0-5% slopes), and 11) Whitewolf coarse sandy loam. Each of these soil types is not subject to annual flooding or ponding, and for the most part has a very low to medium surface runoff class, and is well drained. A runoff class indicates the potential for a soil to become saturated when excess storm water begins to flow at the ground surface.

Seismicity

The greatest potential for seismic activity in the City is posed by the San Andreas Fault, which is located approximately 46.5 miles southwest of the western boundary of the Study Area. The White Wolf Fault, located near Arvin and Bakersfield to the southwest in Kern County, which has the potential to cause seismic hazards for the County to a much lesser degree than the San Andreas Fault.

Fault Rapture

Kings County doesn't have any major fault system within its boundaries.

Strong Seismic Ground Shaking

Kings County has not experienced any damaging earthquake equal or greater than Richter Magnitude 6.0 over the last 200 years. The Uniform Building Code has four seismic zones in the US ranging from I to IV, the higher the number, the higher the earthquake danger. All of California lies within Seismic Zone III or IV, Kings County is within Zone III, which equates to the potential to experience 0.3 meters/second squared ground acceleration, which would result in very strong to severe perceived shaking and moderate to heavy potential.

Liquefaction

Liquefaction occurs when saturated, loose materials are weakened and transformed from a solid to a near-liquid state as a result of increased pore water pressure. For liquefaction to occur, surface and near-surface soil must be saturated and be relatively loose. Liquefaction more often occurs in areas underlain by young alluvium where the groundwater table is higher than 50 ft. below ground surface. In the City, the range is generally between 120 ft to 160 feet below ground surface, therefore, the potential for liquefaction is not very probable.

Soil Erosion

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
Soil erosion, which can be caused by wind and water runoff, is a type of soil degradation. The potential for erosion to occur is affected by the soil's properties. The soil in the City and surrounding study area is generally sandy loams, fine sandy loams, and loams. The area's erodibility factor ranges from 0.19 to 0.38 depending on the soil type and percentage of organic matter. Based on this range, the soils in the study area have medium susceptibility to sheet and rill erosion by rainfall. Lateral Spreading (Landslides) Lateral spreading is large horizontal ground displacements due to earthquake-induced liquefaction. Lateral spreading also refers to landslides that commonly form on gentle slopes that have rapid, fluid-like movement. Lateral spreading generally occurs on 0.3 to 5% slopes underlain by loose sand and shallow groundwater. Subsidence Land subsidence is the gradual settling or sudden sinking of the ground surface due to movement of the ground materials. It is generally caused by three distinct water-related causes: 1) compression of layers of clay and silt within an aquifer, 2) oxidation and drainage of organic soils, 3) dissolution and collapse of susceptible rocks. Subsidence is occurring within the San Joaquin Valley. The primary causes for subsidence in the SJV are groundwater-level decline (due to overdraft) and subsequent aquifer compaction and hydrocompaction of moisture-deficient deposits above the water table. Collapsible Soil Collapsible soils consist of loose, dry, low-density materials that collapse and compact under the addition of water or excessive loading. These soils are found in areas of young alluvial fans, debris flow sediments, and loess deposits. Since the City and surrounding area includes soils that are derived from alluvial fans, there is the potential for collapsible soils. Expansive Soil Expansive soils are fine-grained soils that can undergo a significant increase in volume with an increase in water content, as well as a significant decrease in volume with a decrease in water content. The City and surrounding area's soils contain percentages of clay that generally range between 7-27%. When a soil has 35% or more clay content, it is considered a clayey soil. Since the soil types in the Study Area generally do not contain 35% clay content, the potential for expansive soils within the City and surrounding is low. Septic Systems The City does not have septic requirements for septic systems within the City. Significance Criteria The project may result in significant earth impacts if it causes substantial erosion or siltation, exposes people to geologic hazards or risk from faults, landslides or unstable soil conditions. Grading that disturbs large amounts of land or sensitive grading areas (such as slopes in excess of 20%) may cause substantial erosion or siltation. Checklist Discussion a) Less than Significant Impact with Mitigation Incorporation - - No Impact - No portion of the project area is located within an earthquake fault zone as defined by the Alquist-Priolo Earthquake Fault Zoning Act and therefore, development would not expose people or structures to potential substantial adverse effects, including risk of loss, injury, or death involving rupture of a known earthquake fault. Less than Significant Impact with Mitigation Measures – Upon physical development of the project area, compliance with applicable City General Plan policies, as well as the California Building Code would reduce the potential to expose people or structures to potential substantial adverse effects, including risk of loss, injury, or death involving strong seismic ground shaking to a less-than-significant level. Less than Significant Impact with Mitigation Measures – The potential for liquefaction in the project area is low. There is a minute possibility that a rain event coupled with a concurrent seismic event may				

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
create a condition where liquefaction could occur. Upon physical development of the project area, compliance with applicable City General Plan policies, as well as the California Building Code would reduce the potential to expose people or structures to potential substantial adverse effects, including risk of loss, injury, or death involving strong seismic ground shaking to a less-than-significant level. iv. Less than Significant Impact with Mitigation Measures – the entire City is located within an area of low landslide incidence, but, there is still a possibility that landslides could occur within the City, as a result of erosion, slope weakening through saturation, or stresses by earthquakes that make slopes fail. Geotechnical and soil studies that identify potential hazards, including landslides, would be required prior to grading activities as part of the plan check and development review process for the physical development of the area. Such technical studies would provide structural design, as needed, pursuant to the California Building Code requirements to reduce hazards to people and structures as a result of landslides. b) Less than Significant Impact with Mitigation Measures – development would result in construction-related ground disturbance, as a result of grading and excavation where topsoil is exposed, moved, and/or stockpiled. Such construction-related ground disturbance could loosen soil and remove vegetation, which could lead to exposed or stockpiled soils made susceptible to peak storm water runoff flows and wind forces. Such disturbances could result in substantial soil erosion or topsoil, which is a potentially significant impact. Adherence to the Hanford Municipal Code Chapter 15.52 Flood Damage Prevention Regulation, and the California Building Code, along with the plan check and development review process, would assist the development of property erosion controls during operation of future development to a less than significant impact. c) Less than Significant Impact with Mitigation Measures: See a. d) Less than Significant Impact – Expansive soils are fine-grained soils that can undergo a significant increase in volume with an increase in water content, as well as a significant decrease in volume with a decrease in water content. The City and surrounding area's soils contain percentages of clay that generally range between 7-27%. When a soil has 35% or more clay content, it is considered a clayey soil. Since the soil types in the Study Area generally do not contain 35% clay content, the potential for expansive soils within the City and surrounding is low. e) No impact- The City does not have septic requirements for septic systems within the City. Septic is not proposed. Mitigation Measures: MM Geology 1: That the future physical development of the project comply with the applicable General Plan policies, as well as the California Building Code. MM Geology 2: That a geotechnical and soil studies be prepared as a required by the Building Official (if applicable) for future physical development of the project area. MM Geology 3: That the physical development of the project area comply with the Hanford Municipal Code Section 15.52 Flood Damage Prevention Regulation and the California Building Code, along with the plan check and development review process. Conclusion The project will not result in significant impacts to geophysical conditions with mitigation measures in place, therefore the impact is considered less than significant, cumulatively. Source(s): General Plan and General Plan EIR (2017);				
VII. GREENHOUSE GAS EMISSIONS – Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Environmental Setting

Kings County and the City of Hanford

Climate change regulations require the City to take action to reduce emissions under its jurisdiction and influence. The countywide Regional Climate Action Plan (CAP) is a separate action through KCAG that was adopted by the City on May 27, 2014. The Kings County Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and the San Joaquin Valley Blueprint are also incorporate policy into the General Plan. this strategy of integrating regional planning documents help Hanford identify land use, transportation, and related policy measures and investments that could reduce GHGs from passenger cars and light-duty trucks, as part of the development of a SCS in compliance with Senate Bill 375.

Commercial and residential space heating and cooling comprise a large share of direct energy use in Kings County. Other major energy users include agricultural production and industrial facilities. In Kings County, automobiles and commercial vehicles are the largest energy consumers in the transportation sector.

Global Climate Change

Climate change is a change in the average weather of the Earth that may be measured by alterations in wind patterns, storms, precipitation, and temperature. These changes are assessed using historic records of temperature changes occurring in the past, such as during previous ice ages.

The United Nations Intergovernmental Panel on Climate Change (IPCC) constructed several emission trajectories of GHG needed to stabilize global temperatures and climate change impacts. The IPCC predicted that global mean temperature change from 1990 to 2100, given six scenarios, could range from 1.1 degrees Celsius to 6.4 degrees C. Regardless of analytical methodology, global average temperatures and sea levels are expected to rise under all scenarios.

Increased Temperatures and Extreme Heat events

Climate change is expected to lead to an increase in ambient average air temperatures with greater increases expected in summer than in winter months. Larger temperature increases are anticipated in inland communities, as compared to the CA coast.

The potential health impacts from sustained and significantly higher than average temperatures include heat stroke, heat exhaustion, and the exacerbation of existing medical conditions such as cardiovascular and respiratory diseases, diabetes, nervous system disorders, emphysema, and epilepsy. Increased temperatures also pose a risk to human health when coupled with high concentrations of ground-level ozone and other air pollutants, which may lead to increased rates of asthma and other pulmonary diseases.

Other impacts related to increased temperatures and heat waves include:

- Increased urban "heat island" effect – urban heat islands are especially dangerous because they are both hotter during the day and do not cool down at night, increasing the risk of heat-related illness
- Reduced freezing events –reduced freezes could lead to increase incidence of disease as vectors and pathogens do not die off. In addition, fewer events of freezing would impact CA's food production and indirectly the food supply in Kings County.
- Increased energy demand for air conditioning and refrigeration

Greenhouse Gases

Gases that trap heat in the Earth's atmosphere are called greenhouse gases. Some of the solar radiation that enters Earth's atmosphere is absorbed by the Earth's surface, and some is reflected back toward space. of the radiation reflected back toward space, GHG's will absorb a part. As a result, radiation that otherwise would have escaped back into space is retained, resulting in a warming of the atmosphere. Some levels of GHGs are essential for maintaining temperatures supportive of life on Earth. Without naturally-occurring GHGs, the Earth's surface would be about 61 degrees cooler. This

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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phenomenon is known as the greenhouse effect. Many scientists believe that emissions from human activities – such as electricity generation, vehicle emissions, and farming and forestry practices have elevated GHGs in the atmosphere beyond naturally-occurring concentrations, contributing to global climate change. The six primary GHGs are:

- Carbon dioxide (CO₂), emitted when solid waste, fossil fuels (oil, natural gas, and coal) and wood and wood products are burned
- Methane (CH₄), produced through the anaerobic decomposition of waste in landfills, animal digestion decomposition of animal wastes, production and distribution of natural gas and petroleum, coal production, and incomplete fossil fuel combustion.
- Nitrous oxide (N₂O), typically generated as a result of soil cultivation practices, particularly the use of commercial and organic fertilizers, fossil fuel combustion, nitric acid production, and biomass burning
- Hydrofluorocarbons (HFCs), primarily used as refrigerants
- Perfluorocarbons (PFCs), originally introduced as alternatives to ozone depleting substances and typically emitted as by-products of industrial and manufacturing processes
- Sulfur hexafluoride (SF₆), primarily used in electrical transmission and distribution systems

There are currently no State regulations in CA that establish ambient air quality standards for GHGs. However, the State of CA has passed legislation directing the CA Air Resources Board to develop actions to reduce GHG emissions.

Significance Criteria

The project would have a significant impact on GHG emissions if it would:

- Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment, or
- Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs

Checklist Discussion

- Less than Significant Impact - In the General Plan EIR, impacts to Greenhouse Gas emissions were evaluated. The growth based on land use and population intensities proposed under the General Plan is anticipated to generate 1,134,876.19 metric tons of CO₂e per year using an operational year of 2005, which includes area energy, mobile, waste, and water sources. BAU is referred in ARB's ABB 32 Scoping Plan (CARB 2012) as emissions occurring in 2020 if the average baseline emissions during the 2002-2004 period grew to 2020 levels without control. As a result, an estimate of the General Plan Update's operational emissions in 2005 were compared to operational emissions in 2020 in order to determine if the General Plan Update would meet the 29% emission reduction. The SJVAPCD has reviewed relevant scientific information related to GHG emissions and has determined they are not able to determine a specific quantitative level of GHG emissions increase, above which a project would have a significant impact on the environment, and below which would have an insignificant impact. As a result, the SJVAPCD has determined that the General Plan Update's ability to achieve at least a 29% GHG emission reduction compared to BAU would be determined to have a less-than-significant individual and cumulative impact for GHG.

The project proposes to annex land and prezone the land in conformance with the General Plan.

Physical development of the project area would be required to comply with the General Plan policy, which includes emission reductions that mitigate GHG emission generation to a less than significant level.

- Less than Significant Impact – The project proposes to annex land and prezone the land in conformance with the General Plan. Physical development of the project will be required to be developed consistent with the policies of the General Plan, which consists of numerous land uses and goals and policies to provide for a more walkable community in the Hanford area. The goals and policies of the General Plan are intended to assist in reducing operational emissions. In addition, the General Plan policy meet 10 of the 12 Smart Growth Principles cited in the San Joaquin Valley Blueprint.

Conclusion

Future development of the project area will be required to be developed consistent with the General Plan, which provides policy to mitigate impacts of GHG to a less than significant level.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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Source(s): General Plan Update (2017), General Plan Update EIR (2017), San Joaquin Valley Air Pollution Control District, Final Regional Climate Action Plan

VIII. HAZARDS AND HAZARDOUS MATERIALS -- Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☒	☐

Environmental Setting

Hazardous material are substances that, because of physical or chemical properties, quantity, concentration, or other characteristics may either cause an increase in mortality or an increase in serious, irreversible, or incapacitating illness or pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, disposed of, or otherwise managed. Hazardous materials have been and are commonly used in commercial, agricultural, and industrial applications and, to a limited extent, in residential areas.

Hazardous wastes are hazardous materials that no longer have practical use, such as substances that have been discarded, discharged, spilled, contaminated, or are being stored prior to proper disposal. Large quantities of hazardous

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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materials are transported along State Route 198, 43, and freight rail lines that pass through Hanford, making it susceptible to hazardous spills, releases, or accidents.

Pursuant to AB 2948, Kings County adopted the *County Hazardous Waste Management Plan*. Under state law, all industries and agricultural operations that store or handle specific quantities of hazardous materials must provide the County with a hazardous materials business plan detailing the location and quantities of their hazardous materials.

Brownfields

A brownfield site is land previously used for industrial purposes or some commercial uses that may be contaminated by low concentrations of hazardous waste or pollution, and has the potential to be reused once it is cleaned up. the City has one brownfield site, located south of Third Street, north of Davis Street, west of the BNSF railroad tracks, and east of 11th Avenue.

Airport Hazards

Hanford Municipal Airport – a general aviation facility serving Kings County and the surrounding communities of Hanford, Armona, and Lemoore in south-central CA.

Emergency Response

Kings County's Office of Emergency Management (OEM) is the County's emergency management agency, responsible for coordinating multi-agency responses to complex, large-scale emergencies and disasters within Kings County. OEM develops and maintain the Emergency Operations Plan (EOP), which serves as a guideline for who will do what, as well as when, with what resources, and by what authority- before, during, and immediately after an emergency.

Significance Criteria

The project may result in significant hazards if it does any one of the following:

1. Create a public health hazard
2. Involve the use or production, disposal or upset of materials which pose a hazard to people in the area or interferes with an emergency response plan
3. Violates applicable laws intended to protect human health and safety or would expose workers to conditions that do not meet health standards.

Checklist Discussion

- a) Less than Significant Impact– that the routine use of a residence does not involve the routine transport, use, or disposal of hazardous materials.
- b) See a.
- c) Less than Significant Impact - The General Plan restricts land uses around schools, such as industrial uses that could result in emitted hazardous emissions or handled hazardous or acutely hazardous materials substances, or wastes within ¼ mile of an existing or proposed school that would result in significant adverse impacts to school sites. The routine use of a residence does not involve the hazardous materials.
- d) No Impact – the project is not located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5
- e) No Impact -The project site is not located within two miles of a public airport/airstrip therefore there is no impact
- f) No Impact -The project site is not located within two miles of a private airport/airstrip therefore there is no impact
- g) Less than Significant Impact - development has the potential to strain the emergency response and recovery capabilities of federal, state, and local government. Compliance with the General Plan policies to ensure adequate emergency response and maintain current plans reduces the impact of development. The proposal to annex the land and pre-zone the land in conformance with the General Plan is consistent with the policy of the General Plan, therefore, impacts are considered less than significant.
- h) Less than Significant Impact– The City of Hanford is located within a zone considered by CAL FIRE to have low

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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to no potential for wildland fires, therefore, the impact is considered less than significant.

Mitigation Measure

Conclusion

The impact from hazards and hazardous materials are expected to be less than significant.

Source: 2017 General Plan and General Plan EIR, State of California Hazardous Waste and Substance List

IX. HYDROLOGY AND WATER QUALITY -- Would the project:

a) Violate any water quality standards or waste discharge requirements?	☐	☒	☐	☐
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☒	☐	☐
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☒	☐	☐
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☒	☐	☐
f) Otherwise substantially degrade water quality?	☐	☒	☐	☐
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☐	☒
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒

Attachment: Attachment 7 - Initial Study (Annexation 157)

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒

Environmental Setting

Climate

The City is located in the southwest portion of the Central Valley of CA and the City's climate is semi-arid. Semi-arid climates in CA tend to have precipitation patterns closer to Mediterranean climates with wet winters. The Central Valley has greater temperature extremes than coastal areas because it is less affected by the moderating influence of the Pacific Ocean. Most of the rainfall in Hanford occurs in the winter months as the Gulf Stream shifts southward from northern latitudes in the wintertime. However, because of the inland location and "rainshadow effect" caused by the coastal mountain ranges, Hanford typically gets less rainfall during the winter than coastal areas to the west. The rainshadow effect refers to a reduction of precipitation commonly found on the leeward side of a mountain. Average precipitation is about 8 inches.

Surface Water Resources

Tulare Lake Basin

The City and surrounding area is located in the Central Valley's Tulare Lake Basin. This Basin covers 10.5 million acres and encompasses the drainage area of the Central Valley south of the San Joaquin River. Surface water from this basin only drains into the San Joaquin River in years of extreme rainfall. The Tulare Lake Basin is within the jurisdiction of the Central Valley Regional Water Quality Control Board.

South Valley Floor Watershed

The Study Area is located in the South Valley Floor Watershed, which is the largest watershed in the Tulare Lake Basin at about 8,235 square miles (5.3 million acres). A large portion of the surface water supply in the watershed comes from imported water, including water supplied through the San Luis Canal/CA Aqueduct System, Friant-Kern Canal, and Delta Mendota Canal. Agriculture is the primary land use type in the watershed, encompassing approximately 67% of the total land area. Open space is secondary at 25% of the total land area and urban land uses represents about 6%.

Local

Most of the water surface features in the City and surrounding nearby areas are manmade conveyance structures for stormwater control. The only natural watercourse is Mussel Slough, remnants of which still exist on the City's western edge. The People's Ditch, an irrigation canal dug in the 1870s, traverses Hanford from north to south and portions of it still exist north of Grangeville Boulevard and east of the Santa Fe Railroad. The Sand and Lone Oak sloughs once traversed the city north and south, and remnants still remain in the southern half of the City south of State Route 198. The Kings River is about 4 miles north of Hanford.

Surface Water Quality

There are no surface water bodies within the vicinity of the City that are listed as impaired per the US Environmental Protection Agency 2010 CA List of Water Quality Limited Segments.

Groundwater Resources

Regional

The City and surrounding area is located in the Tulare Lake Hydrologic Region, San Joaquin Valley Groundwater Basin Tulare Lake Subbasin.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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Local

The City exclusively uses groundwater for its potable water supply. The City's municipal water system extracts its water supply from underground aquifers via 14 active groundwater wells with depths that range from 1300 to 1700 feet below ground surface (bgs). In cooperation with the Peoples Ditch Company and the Kings County Water District, excess Kings River water and stormwater flows are conveyed to 125 acres of drainage and slough basins located throughout the City to help replenish groundwater. The basins account for approximately 568 acre-feet of available water retention and the City is planning to add approximately 317 acre feet of additional basins located along major drainage channels within the City for groundwater recharge as well as flood protection.

Groundwater Quality

Groundwater quality in the Tulare Lake Subbasin ranges from calcium bicarbonate in type in the northern portion to a sodium bicarbonate type in the lakebed. Total dissolved solids in the Subbasin typically range from 200 to 600 milligrams per liter and can be as high as 40,000 mg/L in shallow groundwater with drainage problems. The City reports electrical conductivity in 14 wells ranging from 560 micromhos per centimeter to 1,100 microhos per centimeter. There are also areas of shallow, saline groundwater in the southern portion of the Subbasin, localized areas of high arsenic and the City reports odors caused by the presence of hydrogen sulfide.

The EPA and State Water Resource Control Board have set the arsenic standard for drinking water at 0.01 parts per million and, in order to meet these standards, the City now drills wells up to 1,500 feet deep.

Floodplains

Only 48.6 acres are located within the 100-year floodplain. This accounts for 0.003% of the total area in the Planner Area of the City.

Significance Criteria

The project may result in significant impacts if it would violate any water quality standards or waste discharge requirements, substantially deplete groundwater supplies or interfere with groundwater recharge; substantially alter the existing drainage pattern of the site or substantially increase the rate of surface runoff; exceed the existing drainage system.

Checklist Discussion

- a) **Less than Significant Impact with Mitigation Measures**– the proposal does not contain a physical project however, physical development of the project site will be required to adhere to the below mitigation measures:
 - **Construction:** potential impacts on water quality arise from erosion and sedimentation are expected to be localized and temporary during construction of new development. All new development that disturb more than one acre are required to comply with the General Permit Order No. 2012-0006-DWQ during construction. Proponents of new development would have to develop and implement a stormwater pollution prevention plan (SWPPP) that specifies best management practices (BMPs) to prevent construction pollutants from contacting stormwater, with the intent of keeping all products of erosion from moving off-site and into receiving waters eliminate or reduce non-stormwater discharges to storm sewer systems and other waters of the United States and inspect all BMPs.
 - **Operation:** The physical development of the project site will be required to implement appropriate minimum control measures (MCMs) and design standards in compliance with Phase II General Permit as outlined in the Stormwater Management Plan as well as the City's grading plan and site development requirements. New development would have to incorporate best management practices and adhere to design standards to maximize the reduction of pollutant loadings in that runoff to the maximum extent practical. The City Building Division would review and approve grading plans and site development requirements for the new development, when a physical project is proposed.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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- b) Less than Significant Impact –The current and future efforts of the City and Kings County Water District coupled with the requirement to comply with the Sustainable groundwater management act through the Groundwater Sustainability Plan process ensures that future development as an implementation of the General Plan would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level.
- c) See a.
- d) **Less than Significant Impact with Mitigation Measures** – future development will be required to obtain approval of grading plans and comply with site development requirements by the City Building Division that incorporates BMPs and design standards to ensure that future development would not substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite.
- e) **Less than Significant Impact with Mitigation Measures and impact fee payment** – future development would be required to undergo a site development requirements approval process with the City Building Division that would include developing necessary stormwater drainage improvements to sufficiently capture and treat polluted runoff. New development would also be required to pay a stormwater system development fee. This development fee is required for all new development in order to pay the cost of capital improvements for the City of Hanford stormwater system.
- f) See a.
- g) No Impact. – the project site is not located within a flood zone as shown in the Flood Insurance Rate Map for Hanford (Panel 06031C 0185C, June 16, 2009) therefore there is no impact.
- h) See g.
- i) See g.
- j) No impact – the project site is not located by the ocean. Therefore, there is no risk that new development would be inundated by tsunamis. A mudflow is a flow of soil or fine-grained sediment mixed with water down a steep unstable slope. The project area is relatively flat and does not contain slopes steep enough to cause mudflow. The project would not be downgraded from aboveground water storage tanks.

Mitigation Measures:

Conclusion:

MM Hydrology 1: Future development that disturbs more than one acre is required to comply with the General Permit Order No. 2012-0006-DWQ during construction. Proponents of new development would have to develop and implement a stormwater pollution prevention plan (SWPPP) that specifies best management practices (BMPs) to prevent construction pollutants from contacting stormwater, with the intent of keeping all products of erosion from moving off-site and into receiving waters; eliminate or reduce non-stormwater discharges to storm sewer systems and other waters of the United States; and inspect all BMPs.

MM Hydrology 2: New development would be required to implement appropriate minimum control measures (MCMs) and design standards in compliance with Phase II General Permit, as outlined in the Stormwater Management Plan, as well as the City's grading plan and site development requirements.

MM Hydrology 3: New development must submit grading plans. Site development must comply with the requirements of the City Building Division and incorporate best management practices/design standards.

MM Hydrology 4: New development would have to incorporate best management practices and adhere to design standards to maximize the reduction of pollutant loadings in runoff to the maximum extent practical.

Less than Significant Impact with Mitigation Measures – With the incorporation of mitigation measures, the impacts to

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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hydrology and water quality are considered less than significant.

Source: 2017 General Plan, 2017 General Plan Update, Hanford Storm Water Master Plan, State of California Department of Water Resources

X. LAND USE AND PLANNING - Would the project:

a) Physically divide an established community?	☐	☐	☒	☐
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

Environmental Setting

The City is predominantly surrounded by agricultural land uses and is characterized as a low rise community dominated by low-density, single-family housing along with some limited pockets of multi-family housing, low-intensity commercial uses, and several industrial areas. The City's older urban development lies north of the Union Pacific railroad tracks and south of Grangeville Boulevard, while the newly urbanized areas are north of Grangeville Boulevard. The majority of land within the City's planned area consists of agricultural, open space, and single-family residential uses.

The area proposed to be annexed is not currently within the Sphere of Influence, however, is proposed as part of the Sphere of Influence Expansion. As a condition of approval of this project, the Sphere of Influence Expansion must be finalized prior to recordation of the annexation map.

MM: That the Sphere of Influence Expansion be finalized prior to recordation of the annexation map.

The area is included in the planned growth boundary by the General Plan. The Sphere Expansion is an implementation of the General Plan.

Analysis: The project has been evaluated for potential annexation.

Annexation – the subject property is currently in the County, annexation is required.

Analysis: According to the General Plan, annexation of land into Hanford allows previously undeveloped land to become available for development and allows the City of Hanford to provide the territory that is annexed with its full range of City services. The annexation process can serve as an interim growth management tool by limiting annexations to only the land that is needed for growth at the time. The following policies define Hanford's process for annexing new territory.

Policy L15 Initiation of Annexations: Consider initiation of annexation of land into the City of Hanford only when the following criteria are met:

- a. The land is within the Primary Sphere of Influence.

Analysis: The land proposed to be annexed is not currently within the Sphere of Influence, adopted by LAFCO in 2008, but is within the City of Hanford 2035 General Plan planned growth boundary. The City is in the process of expanding the sphere of influence with LAFCO. As a condition of approval of the annexation, the sphere of influence expansion must be finalized prior to recordation of the annexation.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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- b. The capacity of the water, sewer, fire, school, and police services are adequate to service the area to be annexed, or will be adequate at the time that development occurs.

Analysis: Development of the project will be subject to impact fees for water, sewer, fire, schools, and police services. Additionally, the Public Works department will have requirements to ensure adequate water and sewer services can be provided for the future annexed area. A Municipal Service Review was conducted for the Sphere of Influence expansion, verifying that the City of Hanford has adequate capacity to serve the annexed area.

c. Land for development within the City limits is insufficient to meet the current land use needs.

Analysis: There is not a vacant, undeveloped, or unplanned area within the City of Hanford in the appropriate land use designation to develop the project.

- d. The territory to be annexed is contiguous to existing developed areas.

Analysis: The proposed area to be annexed is contiguous to an area being developed under Tracts 918, 919 and 928, directly south of the project area.

Favorable Factors for Annexation

Favorable and unfavorable factors for annexation have been adopted by LAFCO. The existence of favorable or unfavorable factors should not decide approval or denial; however, a substantial number of favorable or unfavorable factors may determine approval or denial of the proposal.

- a. The proposed area is close to urban development and municipal-type services and would enhance its potential for full development.

Analysis: The area proposed to be annexed is north of 918, 919, and 928. Development of the project will be subject to impact fees for water, sewer, fire, schools, and police services. Additionally, the Public Works department will have requirements to ensure adequate water and sewer services can be provided for the future annexed area. A Municipal Service Review was conducted for the Sphere of Influence expansion verifying that the City of Hanford has adequate capacity to serve the annexed area.

- b. The proposed annexation conforms to the adopted General Plan.

The General Plan designated the area as High-, Medium-, and Low-Density Residential. The proposal conforms to the adopted General Plan. Future development will be required to comply with the General Plan designations assigned.

- c. The proposed area is consistent with the sphere of influence.

Analysis: Analysis: The land proposed to be annexed is not currently within the Sphere of Influence, adopted by LAFCO in 2008, but is within the City of Hanford 2035 General Plan planned growth boundary. The City is in the process of expanding the sphere of influence with LAFCO. As a condition of approval of the annexation, the sphere of influence expansion must be finalized prior to recordation of the annexation.

- d. The proposed annexation comes with 100% consent of all landowners.

Analysis: The proposed annexation does not come with 100% consent of all landowners. The residents located south of Fargo Avenue, west of 12th Avenue, APN 009-300-009, -010, and -011, did not consent to annexation.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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- e. The property to be annexed shall be pre-zoned. R-H High-Density Residential, R-M Medium Density Residential and R-L-5 Low-Density Residential is the appropriate zone designation for the project and is consistent with the General Plan designation, High-Density Residential, Medium-Density Residential, and Low-Density Residential.

Significance Criteria

The project may result in significant impacts if it physically divides an established community, conflicts with existing off-site land uses, causes substantial adverse change in the types or intensity of land use patterns or conflicts with any applicable land use plan, policy or regulation.

Checklist Discussion

- a) Less than Significant Impact – the project proposes to annex and prezone approximately 150 acres into the City limits. The project will not physically divide an established community – no development is proposed under this project. Physical development will be evaluated further.
- b) Less than Significant Impact – The proposal to annex the property and pre-zone it consistent with the General Plan conflicts with the existing LAFCo Sphere of Influence (2008). However, the City of Hanford is in the process of submitting to LAFCo for expansion of the Sphere of Influence, which will be expanded to include the area proposed to be annexed.

As a condition of approval, the annexation cannot record until finalization of the Sphere of Influence Expansion with LAFCo.

MM Land Use 1: That the annexation not record until finalization of the Sphere of Influence Expansion with LAFCo.

- c) No Impact – The City is not included in any habitat conservation plan or natural community conservation plan, nor are there plans to be involved.

Mitigation Measures:

MM Land Use 1: That the annexation not record until finalization of the Sphere of Influence Expansion with LAFCo.

Conclusion

That with the inclusion of mitigation measures, to ensure the Primary Sphere of Influence boundary is expanded by LAFCo, prior to annexation recordation, the project will have a less than significant impact on Land Use and Planning.

Source: General Plan, LAFCo Sphere of Influence (2008), Municipal Service Review (2021)

XI. MINERAL RESOURCES -- Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Environmental Setting

Oil and Gas

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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The planning area is not found within a Division of Oil, Gas, and Geothermal Resources recognized oil field and does not contain any areas that have been designated for mineral recovery by the Kings County General Plan.

Sand and Gravel

The only mineral resources that could occur within the vicinity of the City are sand and gravel operations for road and building construction, but there are currently no significant deposits and no active mines.

Significance Criteria

The project would create significant impacts to mineral resources if there was a loss of availability of a known mineral resource.

Checklist Discussion

- No Impact – No portion of the vicinity of the City is located within the boundaries of a DOGGR-recognized oil field. There are currently no identified MRZ designated areas, no known significant sand and gravel deposits and no active mines within the vicinity of the City.
- No Impact – no portion of the City or nearby vicinity is designated for mineral resources or zoned for mineral resources. Therefore, the project would not result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.

Conclusion

There will be no impact to mineral resources

XII. NOISE -- Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☒	☐	☐
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☒	☐	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Environmental Setting

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
Noise is defined as sound that is loud, unpleasant, unexpected, or undesired and has been cited as being a health problem, not just in terms of actual physiological damages such as hearing impairment, but also in terms of inhibiting general wellbeing and contributing to stress and annoyance. Vehicular traffic noise is the dominant source in most areas but aircraft and rail activities are also significant sources of environmental noise in the local areas surrounding these operations. Sources of noise within the City include mobile and stationary sources. Highways and Roadways Existing noise levels in the City are primarily generated by transportation noise sources. Highway and roadway traffic noise levels are generally dependent upon three primary factors, which include the traffic volume, traffic speed, and percent of heavy vehicles on the roadway. Railroad Local railroad lines include an east-west Union Pacific Railroad (UP) line and a north-south Burlington Northern Santa Fe (BNSF) line. The east-west UP tracks are currently used by the San Joaquin Valley Railroad (SJVR), which operates two trains of approximately 5 to 10 cars per day, five days per week, at approximately 10 to 20 miles per hour. The BNSF is located in the central portion of the City in a heavy commercial/industrial area. The BNSF line carries eight Amtrak passenger trains and 18 to 22 freight trains per day. Most north-south rail traffic moves through the county at approximately 50 mph. As of early 2014, the CA High Speed Rail Authority has been moving forward on an alignment for the HST that would run through the far easterly portion of the planning area. Airport Hanford Municipal Airport is a general aviation facility serving Kings County and the surrounding Communities of Hanford, Armona, and Lemoore in south-central CA. The Hanford Municipal Airport Master Plan identified existing and future year noise contours as a result of airport operations. Stationary Noise Sources Stationary noise sources include commercial operations, agricultural production, school playgrounds, generators, and lawn maintenance equipment. The following operations have been identified as major stationary noise sources in and around Hanford - Del Monte Foods - Penny-Newman Milling Company - Kings Waste and Recycling Authority Solid Waste Disposal Site - Agricultural production - Kings Speedway Significance Criteria Impacts from the project would be considered significant if they would result in significant noise or exposure of persons to or generation of noise levels in excess of standards established in the Hanford General Plan. Checklist Discussion a) Less than Significant Impact with Mitigation Incorporation – the project would not result in exposure of persons to or generation of noise levels in excess of standards established in local general plan or noise ordinance, or applicable standards of other agencies. Future development of the project site would result in Short-term noise-related impacts, which would be temporary in nature, require compliance with applicable regulations, and policies of the General Plan further ensure that construction-related impacts would be attenuated to the greatest extent feasible. b) Less than Significant Impact with Mitigation Incorporation. – Ambient vibration levels in residential areas are typically 50 VdB, which is well below human perception. The operation of heating/air conditioning systems:				

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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and slamming of doors produce typical indoor vibrations that are noticeable to humans. Construction activity can result in ground vibration, depending upon the types of equipment uses. Operation of construction equipment causes ground vibrations which spread through the ground and diminish in strength with distance from the source generating the vibration. Ground vibrations as a result of construction activities very rarely reach vibration levels that would damage structures, but can cause low rumbling sounds and feelable vibrations for buildings very close to the site. Vibration levels from various types of construction equipment measured at 50 ft are as follows:

Type of equipment	Sound Levels Measured (dBA of 50 ft)
Pumps	77
Dozers	85
Tractor	84
Front-End Loaders	80
Hydraulic Backhoe	80
Hydraulic Excavators	85
Graders	85
Air Compressors	80
Trucks	84

Future construction activities would be temporary in nature and are expected to occur during normal daytime working hours. Construction is limited to the hours of 7 a.m. to 10 p.m. in order to mitigate impacts from ground vibration.

- c) Less than Significant Impact – full build out of the General Plan would possibly result in a maximum increase of 2 decibels when compared to existing conditions. According to the Caltrans Technical Noise Supplement, the average healthy ear can barely perceive noise level changes of 3 dBA. As a result, it is anticipated that full buildout of the General Plan, including future physical development of this site, would not result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project.
- d) **Less than Significant Impact with Mitigation Incorporation** - A temporary increase in ambient noise would occur in association with future construction activities. Construction noise is short term and will occur for limited times. As a mitigation measure, future construction activities would be limited to the hours of 7 a.m. to 10 p.m.
- e) Less than Significant Impact - The project is approximately 3.3 miles away from airport and will not be impacted by the public airport.
- f) No Impact - The project is not located within the vicinity of a private airstrip, there is no impact.

Conclusion

The project would create temporary construction noise, but the impact of noise will be mitigated to a point that is considered less than significant with required conditions of the development of the property.

Mitigation Measures:

MM Noise 1: That future development of the project site complies with applicable regulations and policies of the General Plan to ensure that construction-related impacts would be attenuated to the greatest extent feasible.

MM Noise 2-3: That future construction is limited to the hours of 7 a.m. to 10 p.m.

Source: 2017 General Plan Update, 2017 General Plan Update EIR

XIII. POPULATION AND HOUSING -- Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation		Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒	☐
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☐	☒

Environmental Setting

Population

The estimated population on January 1, 2013, was 55,122. It is estimated that the General Plan Update could result in a population increase of 47,367 people in 2035 for an estimated total population of 102,489.

Housing

In 2013, there were 17,867 housing units in the Study Area. It is estimated that the implementation of the General Plan could result in 15,633 additional housing units in 2035 for an estimated total number of 33,520 housing units.

Employment

In 2014, there were 20,900 jobs in the planning area. It is estimated that the implementation of the General Plan could result in 33,308 additional jobs in 2035 for an estimated total number of 54,208 jobs.

Jobs-Housing Balance

Jobs-housing balance is achieved by increasing opportunities of people to work and live in close proximity. The ratio is expressed as the number of jobs divided by the number of housing units. SCAG uses the jobs-housing balance as a general tool for analyzing where people work, where they live, and how effectively they can travel between the two. In the planning area, the existing jobs-housing balance ratio in 2013-2014 was 1.17. It is estimated that the implementation of the General Plan would increase the jobs-housing balance by 0.45 to 1.62, which would make the planning area a jobs rich area.

Significance Criteria

The project may result in significant impact if it induces substantial growth, displaces a large number of people, or contributes to a job housing imbalance.

Checklist Discussion

- a) Less than Significant Impact – The project will induce population growth in the area by proposing 150 acres of available land for future residential development. This project is consistent with the General Plan, which planned for population growth. This project is considered an implementation of the General Plan, for which a Statement of Overriding Considerations was adopted, due to substantial population growth.
- b) No Impact - The project will not result in displacement of housing. There are not residences within the proposed annexation area.
- c) No Impact - The project will not result in displacement of people.

Conclusion

Less than significant impact - The project will not result in a significant impact to population and housing.

Source: 2017 General Plan Update, 2017 General Plan Update EIR

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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XIV. PUBLIC SERVICES --

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	☐	☒	☐	☐
Police protection?	☐	☒	☐	☐
Schools?	☐	☒	☐	☐
Parks?	☐	☒	☐	☐
Other public facilities?	☐	☐	☒	☐

Environmental Setting

The City of Hanford currently has three fire stations located within the north central, south central, and south west portions of the City of Hanford. These three stations protect approximately 16.5 square miles. Station 1 is located at 350 W. Grangeville Blvd and covers the city limits north of SR 198 and station 2 is located at 10533 Houston Avenue and covers the city limits south of SR 198. Station 3 is located on S. 12th Avenue, on Woodland Drive. The City currently owns a land for a future station at Centennial Drive and Berkshire Lane. The Hanford Fire Department provides fires, rescue, hazardous materials response, and serves as a first responder for emergency medical service calls in the City. the HFD is also capable of responding to other situations such as high and low angle rescues, confined space emergencies, vehicle accidents, public assists, state-wide mutual aid responses and disaster management.

Police Protection

City residents receive police protection services from the Hanford Police Department, which currently operates out of a single station located at 425 N. Irwin Street. The City's recent growing problem that requires the need of police services includes gag and drug issues. The HPD's actual average response times are 6:30 minutes for Priority I incidents with an average of 32 Priority I incidents per day and a response time of 17:19 minutes for all other incidents with an average of 144 incidents per day. However, a response time of less than 2:30 minutes is a goal for the HPD to maintain in the future.

Schools

The City currently includes six elementary school districts and one high school district within the Study Area. These districts do not include the religiously affiliated private schools or charter schools located in the study area. The Hanford Elementary School District consists of 11 elementary and junior high schools that are all located in the study area.

Pioneer Union Elementary School District consists of two elementary schools and one junior high school that are all located in the study area.

The Hanford Joint Union High School District consists of four comprehensive high schools.

Parks

See Environmental Setting for Recreation.

Other Public Services

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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Library Services

The current library is a branch of the Kings County Library.

Consultation Received:

Consultation was received from Renee Creech with the Hanford Joint Union High School District, stating, "this is our most impacted school boundary. Adding additional housing in this area will cause severe overcrowding.

Staff Analysis: The City's role in development and managing school sites and programs is limited. The various school districts truly govern where a new school site would be located and when it would be necessary to construct or expand facilities in order to adequately accommodate population growth. Elected governing school boards are responsible for budgeting and decision-making and the State Department of Education establishes school site and construction standards. The General Plan provides policy which focus on collaboration with school districts in determining new school locations and utilizing school facilities for general public needs. School districts would be able to utilize the General Plan along with other plans, standards, and codes to establish new school sites and to make decisions on school amenities and cohesiveness with the surrounding area. Future development will be subject to School Impact fees in order to mitigate the effect of the project on schools.

Significance Criteria

The project may result in significant public service impacts if it substantially and adversely alters the delivery or provision of fire protection, police protection, schools, facilitates maintenance and other government services.

Checklist Discussion

- a) **(FIRE) Less than Significant Impact with Mitigation Measures (Payment of Impact Fees)** – The increase in population as a result of a physical project for the area will increase demands on the HFD to provide fire protection and emergency services. The development will be subject to Fire Impact fees in order to mitigate the effect of the project on Fire services.
- b) **(POLICE) Less than Significant Impact with Mitigation Measures (Payment of Impact Fees)** – The increase in population as a result of a physical project for the area will increase demands on the HPD to provide law enforcement services. The development will be subject to Police Impact fees in order to mitigate the effect of the project on Police services.
- c) **(SCHOOLS) Less than Significant Impact with Mitigation Measures (Payment of Impact Fees)** - The City's role in development and managing school sites and programs is limited. The various school districts truly govern where a new school site would be located and when it would be necessary to construct or expand facilities in order to adequately accommodate population growth. Elected governing school boards are responsible for budgeting and decision-making and the State Department of Education establishes school site and construction standards. The General Plan provides policy which focus on collaboration with school districts in determining new school locations and utilizing school facilities for general public needs. School districts would be able to utilize the General Plan along with other plans, standards, and codes to establish new school sites and to make decisions on school amenities and cohesiveness with the surrounding area. The physical development will be subject to School Impact fees in order to mitigate the effect of the project on schools.
- d) **(PARKS) Less than Significant Impact with Mitigation Measures** – See Recreation.
- e) **(OTHER) Less than Significant Impact – Libraries** – There is not a requirement or standard for the number or size of a library based on a city's population. Policies encourage residents to utilize the library's resources. Therefore, a significant impact is not anticipated.

Mitigation Measures:

MM Public Services 1: That the physical development of the project area will be subject to Fire Impact Fees.

MM Public Services 2: That the physical development of the project area will be subject to Police Impact fees.

MM Public Services 3: That the physical development of the project area will be subject to School Impact Fees.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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Conclusion

The project area can be served by existing public services. Impact fees will be required of physical development.

Sources: 2017 General Plan and General Plan Update

XV. RECREATION --

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☒	☐	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☒	☐

Environmental Setting**School Parks**

All school sites have limited public access since their primary purpose is to support the educational mission of the school districts that control their use. There are 16 school sites within the City. The school facilities include athletic fields, conference rooms, gymnasiums, auditoriums, and swimming pools, which are open to the public after hours, during the summer, and on weekends for recreational use.

Indoor facilities

The Hanford Parks and Recreation Department also provides a wide array of programs for City residents. The Recreation Department is responsible for coordinating activities for the entire family including special classes, youth programs, and older adult activities, sports for youth and adults, as well as community events. These activities are conducted in a variety of indoor rec. facilities.

City of Hanford Parkland Standard

Combining the City's 188 acres of parkland and 100 acres of school parks, the City has a total of 288 acres of developed parkland that go toward meeting the parkland standard. This does not include regional parks outside the planning area, greenways, private parks, or indoor recreation facilities. Based on the 2013 estimated population of 55,860 for the City of Hanford, the Study Area has approximately 5.2 acres of parkland for every 1,000 residents in the City.

Significance Criteria

The project may create impacts if it creates demand for new expanded parks and recreation facilities or substantially alters existing facilities.

Checklist Criteria

- a) **Less than Significant Impact with Mitigation Measures** – The City would be able to utilize the Quimby Act and AB 1600 as a funding mechanism for parkland acquisition along with the General Plan Update and Park Master Plan for guidance and priorities. As permitted in the Quimby Act, local jurisdictions can require the dedication of land for parks and or the payment of in-lieu fees for purchase of parkland. Future development will be required to provide park space at a ratio of 3.5 acres of park space per 1,000 residents

MM Recreation 1: That future development of the project area be required to provide park space at the ratios required by the General Plan (3.5 acres per 1,000 residents).

Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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- b) Less than Significant Impact – the project does not include recreational facilities at this time. Future development will require the construction or expansion of recreational facilities.

Mitigation Measures

MM Recreation 1: That future development be required to provide park space at the ratio required by the General Plan, 3.5 acres per 1,000 residents.

Conclusion: The project would have a less than significant impact on recreation with the incorporation of mitigation measures.

Source: 2017 General Plan, 2017 General Plan EIR

XVI. TRANSPORTATION/TRAFFIC -- Would the project:

a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☐	☒	☐
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads of highways?	☐	☐	☒	☐
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☒	☐
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
e) Result in inadequate emergency access?	☐	☐	☒	☐
f) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	☐	☐	☒	☐

Attachment: Attachment 7 - Initial Study (Annexation 157)

Environmental Setting

Existing Functional Roadway Classification System

State Freeways and Highways

There are two State Facilities serving the Study Area, namely SR-198 and -43.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
Arterial Roads Hanford's arterial street pattern is generally one-mile spacing between the existing arterials. Collector Streets Similar to some arterials, collector streets have evolved from heavy use as opposed to formal development standards. Local Streets Local street provide access to individual homes and businesses. Local streets have on lane in each direction. Local streets connect single-family homes and other uses not appropriate adjacent to major roadways, to the arterial-collector network. Existing Intersections All of the study intersections are operating at acceptable levels of LOS. Existing Roadway Segments Results of the analysis of existing roadway segments show that all of the study roadway segments are currently operating at acceptable LOS. Bicycle Facilities The 2011 Kings County Regional Bicycle Plan contains the specific "Bicycle Plan for the City of Hanford." The General Plan and the Bicycle Plan promote the establishment of a shared use roadway system, but encourages newly developing areas to provide for bicycle facilities along major roadways and off-road systems as part of open space and recreation amenities. The 2011 Regional Bicycle Master Plan then goes on to state Policy CI 8.4 of the 2002 General Plan: Bicycle lanes should be established where feasible along Major and Minor Collectors in newly developing areas. A bicycle route system should be identified which serves the existing developed City. This route system may not utilize Arterials or Collectors where travel ways are constrained, but rather parallel streets with less traffic. Where bicycle lanes are proposed they should be considered a shared facility with vehicular traffic on the street. Mass Transit Kings Area Rural Transit Kings County Area Public Transit Agency (KCAPTA) is an intra-governmental agency with representatives from Avenal, Kings County, Hanford and Lemoore, and is responsible for the operation of the Kings Area Rural Transit (KART). KART offers scheduled daily bus service from Hanford to Armona, Lemoore, the Lemoore Naval Air Station, Visalia, Corcoran, Stratford, Kettleman City and Avenal. KART Dial-A-Ride Service Dial-A-Ride is an origin-to-destination service available to eligible residents of Hanford, Lemoore, Armona and Avenal. Park-and-Ride lots Park-and-Ride lots provide a meeting place where drivers can safely park and join carpools or vanpools or utilize existing public transit. Park-and-Ride lots are generally located near community entrances, near major highways or local arterials where conveniently scheduled transit service is provided. Hanford has one Park-and-Ride facility located at the northeastern entrance of the City at 10th Avenue and SR 43. KART-Vanpool Program KART defines vanpooling as 7 to 15 persons who commute together in a van-type vehicle and who share the operating expenses. The KART Vanpool Program provides passengers with reliable transportation to and from work. The vanpool program is not only to provide safe travel to work but to provide alternative transportation options, which would ultimately reduce the amount of vehicles on the road. Rail Service Amtrak Passenger Service				

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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Amtrak provides passenger rail service from Hanford station to the San Francisco Bay Area and Sacramento, and service to Southern CA by a combination of rail and bus. Freight service is available from both the BNSF Railway and the San Joaquin Valley Railroad. The Amtrak San Joaquin passenger train provides regularly scheduled intercity passenger rail service to Kings County. Stops are made daily at the Hanford and Corcoran stations for each northbound and southbound trains. Stops along the San Joaquin line also include Bakersfield, Wasco, Fresno, Madera, Merced, Turlock, Modesto, Stockton, Antioch, Martinez, Richmond, Emeryville, and Oakland, with connecting bus service to LA, Sacramento, SF, and many other points in Northern and Southern CA. Passengers can transfer to Amtrak Coast Starlight, which continues north to Portland and Seattle.

High Speed Rail

In November 2008, Proposition 1A, a High Speed Rail bond, was passed by California voters. In 2009, the US Department of Transportation through the American Recovery and Reinvestment Act program, announced the allocation of \$8 billion to high speed rail projects throughout the US. Of that amount, \$2.24 billion was allocated to California High Speed Rail. In November 2013, the California High Speed Rail Commission identified the preferred route through the Planning Area. The selected route, which runs along the eastern edge of Hanford, roughly follows a north-south route near the high voltage power lines between 7th and 8th Avenues.

Freight Service

Almost 87% of the total freight tonnage is moved out of the Valley by truck, while rail account for 11%. BNSF and SJVR railroads provide freight service to the Hanford Area. The BNSF mainline is double-tracked through the entire Planning Area. Over time, it is expected that the number of trains using the system will increase as demand for rail service increases. The BNSF railroad currently operates between 50 and 60 trains per day on the system.

Significance Criteria

The project may result in significant transportation/circulation impact if it does the following:

1. Cause an increase in traffic which is substantial in relation to the existing traffic loads and capacity of the road system that are inconsistent with adopted standards.
2. Creates traffic conditions which expose people to traffic hazards.
3. Substantially interferes or prevents emergency access to the site or surrounding properties.
4. Conflicts with adopted policies or plans for alternative transportation.

Checklist Discussion

- a) Less than Significant Impact – Future development of the project area will be evaluated for consistency with the Circulation Element of the General Plan. Traffic improvements in the area will be analyzed at the time of physical development. The project will be evaluated for vehicle miles traveled (VMT) impact and conditioned accordingly.
- b) See a.
- c) Less than Significant Impact - The proposed project will not create a change in air traffic patterns or increase traffic levels or change in location that result in substantial safety risks. The project is located approximately 3.3 miles northwest from the nearest municipal airport.
- d) Less than Significant Impact - Future development of the project area will be evaluated for consistency with the Circulation Element of the General Plan. The physical development of the project area will be evaluated to ensure the project does not increase hazards due to design features.
- e) Less than Significant Impact – The future physical development will be reviewed by the Fire division to ensure accurate turning radius to accommodate emergency access is provided.
- f) See a.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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Conclusion

Future physical development will be subject to review and conditions will be applied, accordingly.

Source: City of Hanford General Plan and EIR 2017, City of Hanford Municipal Code

XVI. UTILITIES AND SERVICE SYSTEMS -- Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☒	☐
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☒	☐	☐
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the projects projected demand in addition to the providers existing commitments?	☐	☐	☐	☒
f) Be served by a landfill with sufficient permitted capacity to accommodate the projects solid waste disposal needs?	☐	☐	☒	☐
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☒	☐	☐

Attachment: Attachment 7 - Initial Study (Annexation 157)

Environmental Setting**Wastewater**

The City's wastewater system provides for treatment, disposal, and reuse of effluent, which meets all of the state's discharge requirements for the entire City of Hanford (City). The wastewater system consists of a treatment plant and 21 sanitary sewer lift stations located throughout the City. The treatment facility has a capacity of 8.0 million gallons per day and is located south of Houston Avenue and east of 11th Avenue.

While the City is constantly working to improve and provide adequate services to the population demand, the Irwin Street trunk main has become a priority issue for the City's wastewater system. The Irwin Street trunk main is located south of the Downtown East Precise Plan area and may eventually be undergoing capacity issues. Sections of the trunk line are in poor condition, with adverse grades, inadequate pipe sizing, and near full capacity.

The City's wastewater system has also pursued water conservation strategies to ensure long-term reuse of treated disinfected wastewater for agricultural purposes and to recharge groundwater supplies for agriculture. By doing so, the City accomplishes two important water conservation efforts: 1) the additional supply for the City extends the surface water irrigation season and 2) reduces the need for agricultural pumping of groundwater in an area known to be low in

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
groundwater.				
Water Supply The City's water system is a groundwater system. The City is located within the Tulare Lake Hydrologic Region. Within that region, the City is located within the Tulare Lake Groundwater Subbasin, which transmits, filters, and stores water from the main San Joaquin Valley Groundwater Basin. The City's groundwater system consists of 13 supply wells, one standby well, three elevated storage tanks (all three of which have abandoned), one existing 0.5 million gallon ground-level storage tank at the Industrial Park, 3.5 million gallon ground-level storage tanks, and a piping network for distributing the water throughout the City (2-million-gallon storage tank at Grangeville and Centennial Drive facility and 1-million-gallon storage tank at the Fargo Avenue facility). No surface water is used by the water system as groundwater is contained in both an unconfined and confined aquifer lying beneath the City. Currently, the City maintains 206 miles of main lines and 15,870 service connections, which includes 8-inch to 30-inch pipes with 12-inch mains laid out on an approximately 1-mile grid. Water is pumped from 13 deep wells. The well depth is determined by the water quality, but typically, is drilled to a minimum depth of 1,500 feet and below the Corcoran clay layer. The City's groundwater supply is recharged by rain and snowfall in the Sierra Nevada range and, to a lesser degree, from rainfall on the Valley floor. In addition, the City, along with the Peoples Ditch Company and the Kings County Water District, deliver excess water flows from the Kings River and storm water runoff into the drainage and slough basins located throughout the City. This, as well as percolation from storm water basins, local waterways, and agricultural irrigation, help to replenish the City's groundwater in surplus years. Storm Water Drainage The City is predominantly located within a 500-year Flood Zone as defined by FEMA Flood Insurance Maps. Areas subject to the 500-year flood zone have a moderate to low risk of flooding. There are two major irrigation ditches that flow through the City. Lakeside Ditch, which is operated and maintained by the Lakeside Water District, and the Peoples Ditch, which is operated and maintained by the Peoples Ditch Company. The Existing drainage infrastructure within the boundaries covered by the City's Storm Water Management Program includes natural drainage channels, retention basins, natural vegetation, piping, and pump stations. There are numerous areas where storm drainage is controlled via drainage inlets and underground structures. The storm drainage system consists of 30 pump stations, 57 miles of pipeline ranging in size from 6-inch through 60-inch, and 220 acres of drainage basins and drainage ditches. The storm drainage system removes rainfall from surface streets and disposes the accumulated stormwater in drainage basins. The City, in cooperation with the People's Ditch Company and the Kings County Water District, delivers excess water flows from the Kings River, along with storm water runoff, into the 125 acres of drainage and slough basins located throughout the City to help replenish the groundwater. Some of this acreage is located within the City's park facilities. Solid Waste Disposal The City's solid waste and recycling services are provided by the Kings Waste Recycling Authority (KWRA). The current KWRA facility is located at 7803 Hanford-Armona Road, southeast of the City near SR 43 and 198 and operates as a solid waste disposal and recycling facility. The responsibilities of the KWRA include the siting, permitting, financing construction, and operation of landfills, as well as a Material Recovery Plan and Transfer Station. The KWRA also ensures all activities and waste diversion goals required by the State at the closure, post-closure monitoring, and liabilities of all identified former landfills in Kings County. The KWRA is the leading contributor to helping the City meet the State's recycling goals. Refuse from both municipal and commercial haulers is sorted at the KWRA facility to recover a variety of recyclable materials. Once waste is separated from recyclable materials, it is then hauled by transfer trucks from the Material Recovery Facility to the State-permitted 320-acre Chemical Waste Management Landfill site in Kettleman Hills. The landfills at the Kettleman Hills Facility are designed for municipal solid waste, which encompasses household and commercial trash. The facility is permitted to receive a maximum of 2,000 tons of municipal solid waste per day.				

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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The City has instituted a greenwaste collection mixed recycle collection program for single-family residential customers.

Dry Utilities

Gas and Electric Service

The City's main electricity providers are Pacific Gas and Electric Company and Southern California Edison Company. Within the Study Area, PG&E provides power to sites south of Iona Avenue and north of Flint Avenue via 12 kv and 70kv lines. SCE supplies power to sites north of Iona Avenue and south of Flint Avenue via 12 kv and 66kv lines.

Communication Systems

AT&T and Comcast are currently available in Hanford. AT&T provides telephone services that include ISDN and all other necessary high-technological services. Many cellular and long-distance services are also available. Comcast, Dish Network, and Direct TV provide television services as well as internet access.

Consultation Received:

Consultation was received from Pacific Gas and Electric and is as follows:

Thank you for submitting the ANX 157 plans for our review. PG&E will review the submitted plans in relationship to any existing Gas and Electric facilities within the project area. If the proposed project is adjacent/or within PG&E owned property and/or easements, we will be working with you to ensure compatible uses and activities near our facilities.

Attached you will find information and requirements as it relates to Gas facilities (Attachment 1) and Electric facilities (Attachment 2). Please review these in detail, as it is critical to ensure your safety and to protect PG&E's facilities and its existing rights.

Below is additional information for your review:

1. This plan review process does not replace the application process for PG&E gas or electric service your project may require. For these requests, please continue to work with PG&E Service Planning: https://www.pge.com/en_US/business/services/building-and-renovation/overview/overview.page.

2. If the project being submitted is part of a larger project, please include the entire scope of your project, and not just a portion of it. PG&E's facilities are to be incorporated within any CEQA document. PG&E needs to verify that the CEQA document will identify any required future PG&E services.

3. An engineering deposit may be required to review plans for a project depending on the size, scope, and location of the project and as it relates to any rearrangement or new installation of PG&E facilities.

Any proposed uses within the PG&E fee strip and/or easement, may include a California Public Utility Commissioner (CPUC) Section 851 filing. This requires the CPUC to render approval for a conveyance of rights for specific uses or PG&E's fee strip or easement. PG&E will advise if the necessity to incorporate a CPUC Section 851 filing is required.

This letter does not constitute PG&E's consent to use any portion of its easement for any purpose not previously conveyed. PG&E will provide a project specific response as required.

Analysis: At this time, physical development of the project area is not proposed. Future development projects will be forwarded to the utility companies for review.

Thresholds of Significance

The project may result in significant impacts on utilities and service systems if it substantially and adversely alters the delivery of utilities or substantially increases the demand for utilities.

Checklist Discussion

- a) Less than Significant Impact - The City's Wastewater Treatment Facility is currently up-to-date with all wastewater

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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treatment requirements set forth by the Central Valley Regional Water Quality Control Board. The City's WWTF would continue to comply with the requirements set forth by the Central Valley Regional Water Quality Control Board, as required by law.

- b) Less than Significant Impact – Under the General Plan Update it was determined that planned improvements and expansion development through various goals and policies will assist in providing wastewater services to the study area, as development continues. The current capacity of the WWTF is designed to accommodate 10 mgd, which is expected to provide adequate services to population growth for the foreseeable future.
- c) Less than Significant Impact – Future development of the project area will be reviewed by the Public Works department to ensure stormwater drainage is adequately addressed through conditions of approval.
- d) **Less than Significant Impact with Mitigation Measures** - Future population growth in the area would create an increase in water usage. Water supply demand was addressed under the Urban Water Management Plan which concluded that the Tulare Lake Groundwater subbasin would continue to reliably supply water to meet the City's projected water demands through the year 2035. This would be made possible through the implementation of water conservation goals and policies established in the General Plan Update.
- e) No Impact. The project will not require a determination by a wastewater agency.
- f) Less than Significant Impact – The City of Hanford will provide for solid waste collection and disposal for the proposed project site, when developed. The City has achieved a 50% diversion rate from the landfill and has incorporated a green waste program and recycling at the Materials Recycling Facility.
- g) **Less than Significant Impact with Mitigation Measures** – That the future development of the project area be required to comply with all statutes and regulations related to solid waste.

Mitigation Measure:

Mitigation Measure Utilities 1: That the future development would be required to implement water conservation measures.

Mitigation Measure Utilities 2: That the future project be required to comply with all statutes and regulations related to solid waste.

Conclusion Less than Significant Impact with Mitigation Incorporation - Impacts to utilities and services are considered less than significant with compliance with all statutes and regulations related to water usage and solid waste.

Source: 2017 General Plan and General Plan EIR, State of California Department of Water Resources, Cal Recycle 2014

XVII. MANDATORY FINDINGS OF SIGNIFICANCE --

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☒	☐	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐
a) Less than Significant Impact - Based on the analysis provided in the initial study, the project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species cause a fish or wildlife population to drop below self-sustaining levels or threaten to eliminate a plant or animal community, reduce the number or restrict the range of rare or endangered plants or animals. b) Less than Significant Impact with Mitigation Incorporation- Based on the analysis provided, the project would not result in any significant cumulative impacts relative to other current projects, or the effects of probable future projects. c) Less than Significant Impact with Mitigation Incorporation - Based on the analysis provided, the project will not have environmental effects that will cause substantial adverse effects on human beings.				


 Gabrielle de Silva Myers
 Senior Planner

4-2-2021
 Date

This section addresses the project's potential to contribute to cumulative impacts in the region, CEQA Guidelines Section 15355 defines cumulative impacts as two or more individual effects that, when considered together, are considerable or which compound or increase other environmental impacts. The individual effects may be changes resulting from a single project or separate projects. The cumulative impact from several projects is the change in the environment that results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable future projects.

Cumulative Setting

The cumulative setting for the proposed project area includes the annexation of this project area and development of previously approved projects:

Built Out:

Copper Valley Subdivision
Vintage Estates Subdivision
Silver Oaks (Tract 769)
Tract 887

Under Construction:

Tract 922 – Lennar Homes
Tract 918 – San Joaquin Valley Homes
Tract 919 – San Joaquin Valley Homes

Approved – not under construction:

Tentative Tract 927
Tentative Tract 928
Tentative Tract 929

Impact Analysis

Aesthetics

Less than Significant with Mitigation Incorporation - All impacts to aesthetics are anticipated to be less than significant with mitigation measures for light sources from new projects including this project, and past projects. Several sections of the Hanford Municipal Code regulate physical development by controlling not only the appearance of new development, but also by controlling the placement of new development with consideration for surrounding uses. This project and former projects in the area will be held/have been held to the appropriate development standards of the Hanford Municipal Code to mitigate impacts to aesthetics – therefore, the impact to aesthetics would be less than significant with mitigation incorporation.

Agriculture and Forest Resources

Less than Significant with Mitigation Incorporation - The General Plan EIR analyzed the impacts of the City's urban growth on agricultural land and included mitigation measures to reduce those impacts, however, impacts to agricultural lands remain significant and unavoidable. A Statement of Overriding Considerations was adopted for the impacts to agricultural lands.

This project and the development of the previously approved projects in the area are consistent with the General Plan, for which a statement of overriding considerations was adopted for impacts to agricultural lands, therefore, the impact is considered less than significant with mitigation measures, such as the recording of a Right-to-Farm for all residential developments within a 1-mile radius of agricultural land.

Air Quality

Less than Significant with Mitigation Incorporation – This project and the development of the previously approved projects in the area will not create or result in any significant air quality impacts, all projects are required to be developed consistent with the Air Quality Element.

Biological Resources

Less than Significant – the project area and surrounding project areas contains no natural and undisturbed areas that may be considered habitat.

Cultural Resources

Less than Significant with Mitigation Incorporation – the Tachi Yokut Tribe was consulted for this project and surrounding projects, in accordance with AB 52. Through concerns were cited in previous entitled projects, conditions of approval for all projects are in place to mitigate the effect on cultural resources. As a general condition of approval, mitigation measures, that the applicant enter into a burial treatment plan with the Tribe and that if sensitive resources are discovered, construction halt and the proper officials be contacted, will mitigate cultural resources impacts to a less than significant level.

Geology and Soils

Less than Impact with Mitigation Measures - This project and the development of the previously approved projects in the area on geology and soils would be mitigated by compliance with the California building code, a geotechnical and soil studies (if required), and compliance with the Municipal Code Section 15.52.

Greenhouse Gas Emissions

Less than Significant with Mitigation Measures – the cumulative projects would contribute to GHG emissions, which is inherently a cumulative issue. The emissions during construction would be short-term as a result of fossil fuel burning construction equipment. Since the impacts are short-term and the contribution to GHG emissions would be minor compared to the State's GHG emission target of 427 MMTCO₂ eq by 2020, the construction-related GHG emissions of the project would be considered less than significant. The operational emission from the projects would be indirect emissions from electricity usage. Compliance with current building code standards will assist in the reduction of energy use. The emissions are considered less than significant with mitigation incorporation.

Hazards and Hazardous Materials

Less than Significant – The projects are not expected to have a significant impact as a result of hazards or hazardous materials.

Hydrology/Water Quality

Less than Significant with Mitigation Incorporation – the projects will be developed in accordance with City requirements specific to hydrology and water quality. Mitigations have been required on a project by project basis.

Land Use Planning and Population

Less than Significant -The projects are being developed consistent with the General Plan policy. This project and existing projects in the area have been developed consistent with the General Plan.

Mineral Resources

No Impact - there are no known mineral resources in the City.

Noise

Less than Significant with Mitigation Incorporation- this project and future existing projects within the area are required to meet the decibel requirement prescribed by the General Plan for Noise. Construction-related noise would be mitigated through the limitation of hours construction is permitted (between 7 a.m. and 10 p.m.). Full build out of the General Plan would possibly result in a maximum increase of 2 decibels when compared to existing conditions. According to the Caltrans Technical Noise Supplement, the average healthy ear can barely perceive noise level changes of 3 dBA. As a result, it is anticipated that full buildout of the General Plan, including development of this site, would not result in a substantial permanent increase in ambient noise levels in the project vicinity above levels exiting without the project.

Population and Housing

Less than Significant - The projects will induce population growth in the area by proposing residential development. The projects are consistent with the density allowed in the General Plan, which planned for

population growth. These projects are considered an implementation of the General Plan, for which a Statement of Overriding Considerations was adopted, due to substantial population growth.

Public Services

Less than Significant with Payment of Impact Fees to Mitigate Effect -The residential projects in the vicinity are subject to impact fees to mitigate the effect on public services.

Recreation

Less than Significant with Payment of Impact Fees to Mitigate Effect - development of residences will impact recreation facilities, however, the impact will be mitigated through the payment of park impact fees and the development of park space.

Transportation/Traffic

Less than Significant with Payment of Impact Fees and Future Road Improvements to Mitigate Effect –The circulation pattern in the vicinity has been designed to accommodate future build out in the area in accordance with the Circulation Element. The projects will have a less than significant cumulative impact on traffic and circulation conditions through appropriate project design and payment of traffic impact fees, as required.

Utilities and Service Systems

Less than Significant with Mitigation Incorporation – Impacts to utilities and services are considered less than significant with compliance with existing State and local water conservation measures. This project and future projects in the area have been accounted for and can be served by the City's utilities and service systems.

Consultation Notices Received

City of HANFORD

CALIFORNIA 93230
CITY OFFICES 319 NORTH DOUTY STREET



MAYOR
FRANCISCO RAMIREZ
VICE MAYOR
DIANE SHARP
COUNCIL MEMBERS
JOHN DRAXLER
KALISH MORROW
ARTHUR BRIENO
CITY MANAGER
MARIO CIFUENTEZ II
CITY ATTORNEY
ROBERT M. DOWD

December 29, 2020

PROJECT REVIEW – PRE-CONSULTATION NOTICE

The Community Development Department of the City of Hanford is requesting your comments regarding **Annexation 157 (File 301-0225) and Pre-zone No. 2020-02 (File 510-0240)**:

- **Annexation No. 157:** A request to annex 149.5 acres into the City of Hanford from the Kings County jurisdiction. The City of Hanford is in the process of expanding the Sphere of Influence. The proposed annexation area is located in an area not currently in the Primary Sphere of Influence, but once the Sphere Expansion has been processed, the property will be located within the primary sphere of influence. This proposed annexation cannot record until expansion of the sphere has been finalized.
- **Prezone No. 2020-02:** A request to pre-zone the annexation area as R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, in accordance with the General Plan designation for the area.
- **Location:** The project is located at the northwest corner of 12th Avenue and Fargo Avenue (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047).

The proposal is being forwarded to the responsible and interested agencies and individuals for early consultation. The City is in the process of preparing an Initial Study to identify what, if any, significant impacts need to be analyzed in conjunction with this project. Any assistance you can give in this effort would be appreciated.

It is requested that your comments, if any, be transmitted to this office by Friday, January 22, 2021 at 5:00 p.m. Comments can be mailed to 317 N. Douty Street, Hanford, CA 93230 or emailed to gmyers@cityofhanfordca.com. If you have any questions or concerns regarding this project, please call Gabrielle Myers at (559)585-2578.

Sincerely,

Gabrielle Myers

Gabrielle Myers, Senior Planner

I ☒ do ☐ do not have comments regarding this Project

This is in our most impacted school boundary. Adding additional housing in this area will cause severe overcrowding.

Rona Church
Signature

HJLHSD
Agency

1/6/2021
Date

COMMUNITY DEVELOPMENT 559-585-2580 ♦ PLANNING DIVISION 559-585-2580 ♦ FAX: 559-583-1633

Attachment: Attachment 7 - Initial Study (Annexation 157)

**Figure 1:
Project Location Aerial**



Attachment: Attachment 7 - Initial Study (Annexation 157)

Figure 2:
General Plan Designation – High-Density, Medium-Density, and Low-Density Residential

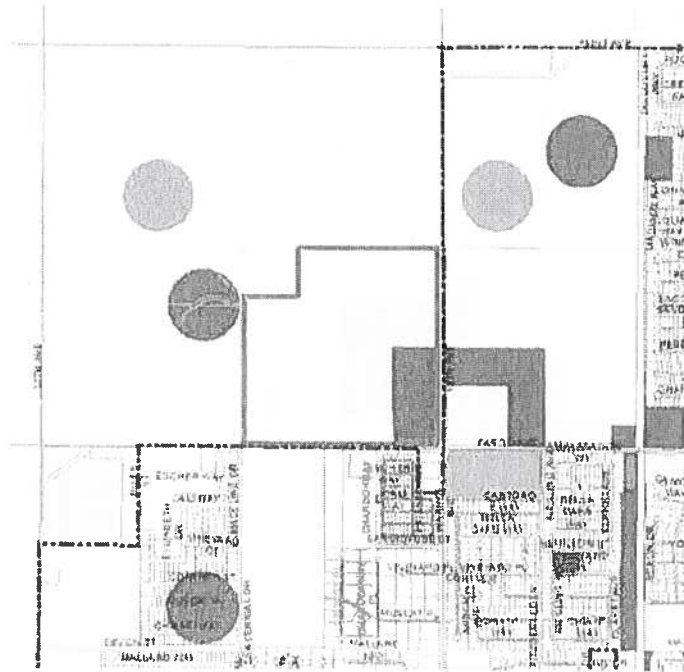
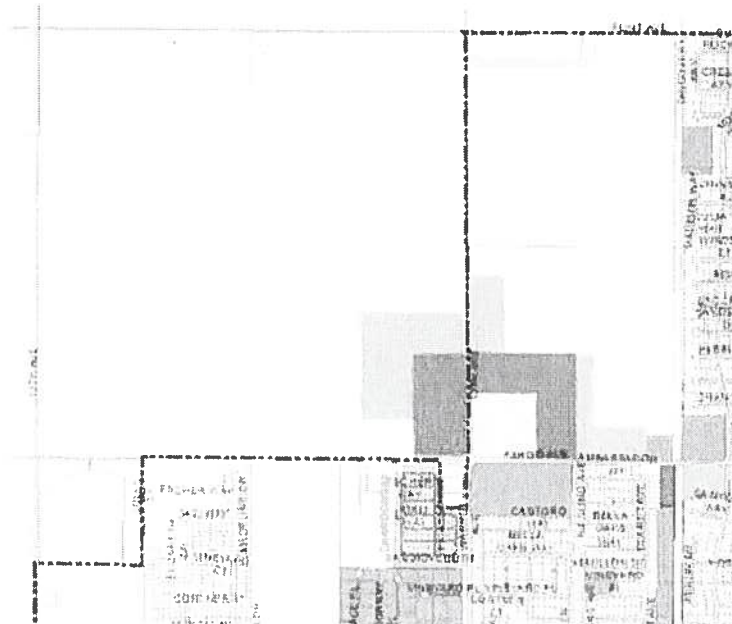


Figure 3 -Proposed Zoning:
R-L-5 Low-Density Residential, R-M Medium Density Residential, and R-H High-Density Residential



S:\Community Development\PLANNING\PROJECTS\ANNEXATIONS\Annex 157\Pre-Consultation Notice.docx

Attachment: Attachment 7 - Initial Study (Annexation 157)



Dear Gabrielle,

Thank you for contacting Santa Rosa Rancheria Tachi Yokut Tribe about the proposed project. The Tribe has concerns. We recommend contacting the NAHC. We recommend a cultural resource record search and survey. We are requesting those results. Based upon those findings, we may recommend monitoring. We are recommending a Cultural Presentation for construction staff, prior to ground disturbing activities, mandated by the conditional use permit or any other permit required.

Sincerely,

Shana Powers

Cultural Director

SPowers@tachi-yokut-nsn.gov

Office: (559)924-1278 Ext: 4093

Cell: (559)423-3900

From: Gabrielle Myers <GdeSilva@cityofhanfordca.com>

Sent: Tuesday, December 29, 2020 4:04 PM

Subject: Project Review - Pre-Consultation Notice (ANX 157; PRZ 2020-02)

Please see the attached notice and forward any comments by Friday, January 22, 2021.

Thank you!

Gabrielle de Silva Myers

Senior Planner

City of Hanford

317 N. Douty Street

Hanford, CA 93230

Direct: (559)585-2578

E-mail: gmyers@cityofhanfordca.com

TDD/TYY, Dial 711

The City of Hanford is an essential government entity and will remain open for business. For further information regarding operation during this time, click the link [here](#).



January 22, 2021

Gabrielle Myers
City of Hanford
Community Development Department
319 North Douty Street
Hanford, CA 93230

Project: Annexation 157 (File 301-0225) and Pre-zone No.2020-02

District CEQA Reference No: 20201107

Dear Ms. Myers:

The San Joaquin Valley Unified Air Pollution Control District (District) has reviewed the project referenced above from the City of Hanford (City) consisting of request to annex 149.5 acres into City of Hanford, and a request to pre-zone the annexation area (Project). The Project is located at northwest corner of 12th Avenue and Fargo Avenue, in Hanford, CA (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047).

Project Scope

The Project consists of a request to annex 149.5 acres into the City of Hanford from the Kings County jurisdiction. The Project also includes a request to pre-zone the annexation area as R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, in accordance with the General Plan designation for the area.

The annexation or division of land into individual parcels or rezone will not have an impact on air quality. However, if approved, future development will contribute to the overall decline in air quality due to construction activities, increased traffic, and ongoing operational emissions.

Future development may require further environmental review and mitigation. Referral documents for those projects should include a project summary detailing, at a minimum, the land use designation, project size, and proximity to sensitive receptors and existing emission sources.

Samir Sheikh
Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93725-0244
Tel: (559) 230 6000 FAX: (559) 230 6061
www.valleyair.org

Southern Region
34946 Hyman Court
Bakersfield, CA 93308-9725
Tel: (661) 392 5500 FAX: (661) 392 5585

www.healthyliving.com

Printed on Recycled Paper

Attachment: Attachment 7 - Initial Study (Annexation 157)

District significance thresholds for annual emissions of criteria pollutants are the following: 100 tons per year of carbon monoxide (CO), 10 tons per year of oxides of nitrogen (NO_x), 10 tons per year of reactive organic gases (ROG), 27 tons per year of oxides of sulfur (SO_x), 15 tons per year of particulate matter of 10 microns or less in size (PM₁₀), or 15 tons per year of particulate matter of 2.5 microns or less in size (PM_{2.5}).

Other potential significant air quality impacts related to Toxic Air Contaminants (see information below under Health Risk Assessment), Ambient Air Quality Standards, Hazards and Odors, may require assessments and mitigation. More information can be found in the District's Guidance for Assessing and Mitigating Air Quality Impacts at: https://www.valleyair.org/transportation/GAMAQI_12-26-19.pdf

The District offers the following comments:

For future development projects, the District recommends that a review of the projects' potential impact on air quality consider the following items:

1) Project Related Criteria Pollutant Emissions

For future development projects, the District recommends that a review of the projects' potential impact on air quality consider the following items:

1a) Project Related Construction Emissions

Construction emissions are short-term emissions and should be evaluated separately from operational emissions. Equipment exhaust, as well as fugitive dust emissions should be quantified. For reference, the District's annual criteria thresholds of significance for construction are listed above

The District recommends that the City consider the use of the cleanest reasonably available off-road construction practices (i.e. eliminating unnecessary idling) and fleets, as set forth in §2423 of Title 13 of the California Code of Regulations, and Part 89 of Title 40 Code of Federal Regulations as a mitigation measure to reduce Project related impacts from construction related exhaust emissions.

1b) Project Related Operational Emissions

Emissions from stationary sources and mobile sources should be analyzed separately. For reference, the District's annual criteria thresholds of significance for operational emissions are listed above.

1c) **Recommended Model**

Project related criteria pollutant emissions from construction and operational sources should be identified and quantified. Emissions analysis should be performed using CalEEMod (**California Emission Estimator Model**), which uses the most recent approved version of relevant Air Resources Board (ARB) emissions models and emission factors. CalEEMod is available to the public and can be downloaded from the CalEEMod website at: www.caleemod.com.

2) **Health Risk Screening/Assessment**

A Health Risk Screening/Assessment identifies potential Toxic Air Contaminants (TAC's) impact on surrounding sensitive receptors such as hospitals, daycare centers, schools, work-sites, and residences. TAC's are air pollutants identified by the Office of Environmental Health Hazard Assessment/California Air Resources Board (OEHHA/CARB) that pose a present or potential hazard to human health. A common source of TACs can be attributed to diesel exhaust emitted from both mobile and stationary sources. List of TAC's identified by OEHHA/CARB can be found at: <https://ww2.arb.ca.gov/resources/documents/carb-identified-toxic-air-contaminants>

The District recommends future development project(s) be evaluated for potential health impacts to surrounding receptors (on-site and off-site) resulting from operational and multi-year construction TAC emissions.

- i) The District recommends conducting a screening analysis that includes all sources of emissions. A screening analysis is used to identify projects which may have a significant health impact. A prioritization, using CAPCOA's updated methodology, is the recommended screening method. A prioritization score of 10 or greater is considered to be significant and a refined Health Risk Assessment (HRA) should be performed.

For your convenience, the District's prioritization calculator can be found at: http://www.valleyair.org/busind/pto/emission_factors/Criteria/Toxics/Utilities/PRIORITIZATION%20RMR%202016.XLS.

- ii) The District recommends a refined HRA for development projects that result in a prioritization score of 10 or greater. Prior to performing an HRA, it is recommended that development project applicants contact the District to review the proposed modeling protocol. A development project would be considered to have a significant health risk if the HRA demonstrates that the project related health impacts would exceed the District's significance threshold of 20 in a million for

carcinogenic risk and 1.0 for the Acute and Chronic Hazard Indices, and would trigger all feasible mitigation measures. The District recommends that development projects which result in a significant health risk not be approved.

For HRA submittals, please provide the following information electronically to the District for review:

- HRA AERMOD model files
- HARP2 files
- Summary of emissions source locations, emissions rates, and emission factor calculations and methodology.

More information on toxic emission factors, prioritizations and HRAs can be obtained by:

- E-Mailing inquiries to: hramodeler@valleyair.org; or
- The District can be contacted at (559) 230-6000 for assistance; or
- Visiting the District's website (Modeling Guidance) at:
http://www.valleyair.org/busind/pto/Tox_Resources/AirQualityMonitoring.htm.

3) **Ambient Air Quality Analysis**

An ambient air quality analysis (AAQA) uses air dispersion modeling to determine if emissions increases from a project will cause or contribute to a violation of the ambient air quality standards. The District recommends that an AAQA be performed for the Project if emissions exceed 100 pounds per day of any pollutant.

If an AAQA is performed, the analysis should include emissions from both Project specific permitted and non-permitted equipment and activities. The District recommends consultation with District staff to determine the appropriate model and input data to use in the analysis.

Specific information for assessing significance, including screening tools and modeling guidance is available online at the District's website www.valleyair.org/ceqa.

4) **District Rules and Regulations**

The District issues permits for many types of air pollution sources and regulates some activities not requiring permits. A project subject to District rules and regulation would reduce its impacts on air quality through compliance with regulatory requirements. In general, a regulation is a collection of rules, each of which deals with a specific topic. Here are a couple of example, Regulation II (Permits) deals with permitting emission

sources and includes rules such as District permit requirements (Rule 2010), New and Modified Stationary Source Review (Rule 2201), and implementation of Emission Reduction Credit Banking (Rule 2301).

The list of rules below is neither exhaustive nor exclusive. Current District rules can be found online at: www.valleyair.org/rules/1ruleslist.htm. To identify other District rules or regulations that apply to this Project or to obtain information about District permit requirements, the applicant is strongly encouraged to contact the District's Small Business Assistance (SBA) Office at (559) 230-5888.

4a) District Rules 2010 and 2201 - Air Quality Permitting for Stationary Sources

Stationary Source emissions include any building, structure, facility, or installation which emits or may emit any affected pollutant directly or as a fugitive emission. District Rule 2010 requires operators of emission sources to obtain an Authority to Construct (ATC) and Permit to Operate (PTO) from the District. District Rule 2201 requires that new and modified stationary sources of emissions mitigate their emissions using best available control technology (BACT).

Future development projects may be subject to District Rule 2010 (Permits Required) and Rule 2201 (New and Modified Stationary Source Review) and may require District permits. Prior to construction, the Project proponent should submit to the District an application for an Authority to Construct (ATC). For further information or assistance, the project proponent may contact the District's Small Business Assistance (SBA) Office at (559) 230-5888.

4b) District Rule 9510 (Indirect Source Review)

The purpose of District Rule 9510 is to reduce the growth in both NO_x and PM₁₀ emissions associated with development and transportation projects from mobile and area sources associated with construction and operation of development projects. The rule encourages clean air design elements to be incorporated into development projects. In case the proposed development project clean air design elements are insufficient to meet the targeted emission reductions, the rule requires developers to pay a fee used to fund projects to achieve off-site emissions reductions.

Accordingly, future development project(s) within the Project would be subject to District Rule 9510 if:

- (1) Upon full build-out, the project would receive a project-level discretionary approval from a public agency and would equal or exceed any one of the following applicability thresholds:
- 50 dwelling units
 - 2,000 square feet of commercial space;
 - 25,000 square feet of light industrial space;
 - 100,000 square feet of heavy industrial space;
 - 20,000 square feet of medical office space;
 - 39,000 square feet of general office space; or
 - 9,000 square feet of educational space; or
 - 10,000 square feet of government space; or
 - 20,000 square feet of recreational space; or
 - 9,000 square feet of space not identified above
- (2) Or would equal or exceed any of the applicability thresholds in section 2.2 of the rule.

District Rule 9510 also applies to any transportation or transit development projects where construction exhaust emissions equal or exceed two (2.0) tons of NO_x or two (2.0) tons of PM₁₀.

In the case the future development project(s) are subject to District Rule 9510, an Air Impact Assessment (AIA) application is required and the District recommends that demonstration of compliance with District Rule 9510, before issuance of the first building permit, be made a condition of Project approval.

Information about how to comply with District Rule 9510 can be found online at: <http://www.valleyair.org/ISR/ISRHome.htm>.

The AIA application form can be found online at: <http://www.valleyair.org/ISR/ISRFormsAndApplications.htm>.

District staff is available to provide assistance with determining if future development projects will be subject to Rule 9510, and can be reached by phone at (559) 230-6000 or by email at ISR@valleyair.org.

4c) Other District Rules and Regulations

Future development projects may also be subject to the following District rules: Regulation VIII, (Fugitive PM₁₀ Prohibitions), Rule 4102 (Nuisance), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified

Asphalt, Paving and Maintenance Operations). In the event an existing building will be renovated, partially demolished or removed, the project may be subject to District Rule 4002 (National Emission Standards for Hazardous Air Pollutants).

5) District Comment Letter

The District recommends that a copy of the District's comments be provided to the Project proponent.

If you have any questions or require further information, please contact Keanu Morin by e-mail at keanu.morin@valleyair.org or by phone at (559) 230-5805.

Sincerely,



Arnaud Marjollet
Director of Permit Services

AM: km



**Pacific Gas and
Electric Company**

Plan Review Team
Land Management

PGEPlanReview@pge.com

6111 Bollinger Canyon Road 3370A
San Ramon, CA 94583

January 4, 2021

Gabrielle Myers
City of Hanford
317 N Douty St
Hanford, CA 93230

Ref: Gas and Electric Transmission and Distribution

Dear Gabrielle Myers,

Thank you for submitting the ANX 157 plans for our review. PG&E will review the submitted plans in relationship to any existing Gas and Electric facilities within the project area. If the proposed project is adjacent/or within PG&E owned property and/or easements, we will be working with you to ensure compatible uses and activities near our facilities.

Attached you will find information and requirements as it relates to Gas facilities (Attachment 1) and Electric facilities (Attachment 2). Please review these in detail, as it is critical to ensure your safety and to protect PG&E's facilities and its existing rights.

Below is additional information for your review:

1. This plan review process does not replace the application process for PG&E gas or electric service your project may require. For these requests, please continue to work with PG&E Service Planning: https://www.pge.com/en_US/business/services/building-and-renovation/overview/overview.page.
2. If the project being submitted is part of a larger project, please include the entire scope of your project, and not just a portion of it. PG&E's facilities are to be incorporated within any CEQA document. PG&E needs to verify that the CEQA document will identify any required future PG&E services.
3. An engineering deposit may be required to review plans for a project depending on the size, scope, and location of the project and as it relates to any rearrangement or new installation of PG&E facilities.

Any proposed uses within the PG&E fee strip and/or easement, may include a California Public Utility Commission (CPUC) Section 851 filing. This requires the CPUC to render approval for a conveyance of rights for specific uses on PG&E's fee strip or easement. PG&E will advise if the necessity to incorporate a CPUC Section 851 filing is required.

This letter does not constitute PG&E's consent to use any portion of its easement for any purpose not previously conveyed. PG&E will provide a project specific response as required.

Sincerely,

Plan Review Team
Land Management



Attachment 1 – Gas Facilities

There could be gas transmission pipelines in this area which would be considered critical facilities for PG&E and a high priority subsurface installation under California law. Care must be taken to ensure safety and accessibility. So, please ensure that if PG&E approves work near gas transmission pipelines it is done in adherence with the below stipulations. Additionally, the following link provides additional information regarding legal requirements under California excavation laws: <https://www.usanorth811.org/images/pdfs/CA-LAW-2018.pdf>

1. **Standby Inspection:** A PG&E Gas Transmission Standby Inspector must be present during any demolition or construction activity that comes within 10 feet of the gas pipeline. This includes all grading, trenching, substructure depth verifications (potholes), asphalt or concrete demolition/removal, removal of trees, signs, light poles, etc. This inspection can be coordinated through the Underground Service Alert (USA) service at 811. A minimum notice of 48 hours is required. Ensure the USA markings and notifications are maintained throughout the duration of your work.
2. **Access:** At any time, PG&E may need to access, excavate, and perform work on the gas pipeline. Any construction equipment, materials, or spoils may need to be removed upon notice. Any temporary construction fencing installed within PG&E's easement would also need to be capable of being removed at any time upon notice. Any plans to cut temporary slopes exceeding a 1:4 grade within 10 feet of a gas transmission pipeline need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.
3. **Wheel Loads:** To prevent damage to the buried gas pipeline, there are weight limits that must be enforced whenever any equipment gets within 10 feet of traversing the pipe.

Ensure a list of the axle weights of all equipment being used is available for PG&E's Standby Inspector. To confirm the depth of cover, the pipeline may need to be potholed by hand in a few areas.

Due to the complex variability of tracked equipment, vibratory compaction equipment, and cranes, PG&E must evaluate those items on a case-by-case basis prior to use over the gas pipeline (provide a list of any proposed equipment of this type noting model numbers and specific attachments).

No equipment may be set up over the gas pipeline while operating. Ensure crane outriggers are at least 10 feet from the centerline of the gas pipeline. Transport trucks must not be parked over the gas pipeline while being loaded or unloaded.
4. **Grading:** PG&E requires a minimum of 36 inches of cover over gas pipelines (or existing grade if less) and a maximum of 7 feet of cover at all locations. The graded surface cannot exceed a cross slope of 1:4.
5. **Excavating:** Any digging within 2 feet of a gas pipeline must be dug by hand. Note that while the minimum clearance is only 12 inches, any excavation work within 24 inches of the edge of a pipeline must be done with hand tools. So to avoid having to dig a trench entirely with hand tools, the edge of the trench must be over 24 inches away. (Doing the math for a 24 inch



wide trench being dug along a 36 inch pipeline, the centerline of the trench would need to be at least 54 inches [$24/2 + 24 + 36/2 = 54$] away, or be entirely dug by hand.)

Water jetting to assist vacuum excavating must be limited to 1000 psig and directed at a 40° angle to the pipe. All pile driving must be kept a minimum of 3 feet away.

Any plans to expose and support a PG&E gas transmission pipeline across an open excavation need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.

6. Boring/Trenchless Installations: PG&E Pipeline Services must review and approve all plans to bore across or parallel to (within 10 feet) a gas transmission pipeline. There are stringent criteria to pothole the gas transmission facility at regular intervals for all parallel bore installations.

For bore paths that cross gas transmission pipelines perpendicularly, the pipeline must be potholed a minimum of 2 feet in the horizontal direction of the bore path and a minimum of 12 inches in the vertical direction from the bottom of the pipe with minimum clearances measured from the edge of the pipe in both directions. Standby personnel must watch the locator trace (and every ream pass) the path of the bore as it approaches the pipeline and visually monitor the pothole (with the exposed transmission pipe) as the bore traverses the pipeline to ensure adequate clearance with the pipeline. The pothole width must account for the inaccuracy of the locating equipment.

7. Substructures: All utility crossings of a gas pipeline should be made as close to perpendicular as feasible ($90^\circ \pm 15^\circ$). All utility lines crossing the gas pipeline must have a minimum of 12 inches of separation from the gas pipeline. Parallel utilities, pole bases, water line 'kicker blocks', storm drain inlets, water meters, valves, back pressure devices or other utility substructures are not allowed in the PG&E gas pipeline easement.

If previously retired PG&E facilities are in conflict with proposed substructures, PG&E must verify they are safe prior to removal. This includes verification testing of the contents of the facilities, as well as environmental testing of the coating and internal surfaces. Timelines for PG&E completion of this verification will vary depending on the type and location of facilities in conflict.

8. Structures: No structures are to be built within the PG&E gas pipeline easement. This includes buildings, retaining walls, fences, decks, patios, carports, septic tanks, storage sheds, tanks, loading ramps, or any structure that could limit PG&E's ability to access its facilities.

9. Fencing: Permanent fencing is not allowed within PG&E easements except for perpendicular crossings which must include a 16 foot wide gate for vehicular access. Gates will be secured with PG&E corporation locks.

10. Landscaping: Landscaping must be designed to allow PG&E to access the pipeline for maintenance and not interfere with pipeline coatings or other cathodic protection systems. No trees, shrubs, brush, vines, and other vegetation may be planted within the easement area. Only those plants, ground covers, grasses, flowers, and low-growing plants that grow unsupported to a maximum of four feet (4') in height at maturity may be planted within the easement area.



*Pacific Gas and
Electric Company*

11. Cathodic Protection: PG&E pipelines are protected from corrosion with an "Impressed Current" cathodic protection system. Any proposed facilities, such as metal conduit, pipes, service lines, ground rods, anodes, wires, etc. that might affect the pipeline cathodic protection system must be reviewed and approved by PG&E Corrosion Engineering.
12. Pipeline Marker Signs: PG&E needs to maintain pipeline marker signs for gas transmission pipelines in order to ensure public awareness of the presence of the pipelines. With prior written approval from PG&E Pipeline Services, an existing PG&E pipeline marker sign that is in direct conflict with proposed developments may be temporarily relocated to accommodate construction work. The pipeline marker must be moved back once construction is complete.
13. PG&E is also the provider of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E's facilities must be reviewed and approved by PG&E to ensure that no impact occurs which may endanger the safe operation of its facilities.



Attachment 2 – Electric Facilities

It is PG&E's policy to permit certain uses on a case by case basis within its electric transmission fee strip(s) and/or easement(s) provided such uses and manner in which they are exercised, will not interfere with PG&E's rights or endanger its facilities. Some examples/restrictions are as follows:

1. **Buildings and Other Structures:** No buildings or other structures including the foot print and eave of any buildings, swimming pools, wells or similar structures will be permitted within fee strip(s) and/or easement(s) areas. PG&E's transmission easement shall be designated on subdivision/parcel maps as "**RESTRICTED USE AREA – NO BUILDING.**"
2. **Grading:** Cuts, trenches or excavations may not be made within 25 feet of our towers. Developers must submit grading plans and site development plans (including geotechnical reports if applicable), signed and dated, for PG&E's review. PG&E engineers must review grade changes in the vicinity of our towers. No fills will be allowed which would impair ground-to-conductor clearances. Towers shall not be left on mounds without adequate road access to base of tower or structure.
3. **Fences:** Walls, fences, and other structures must be installed at locations that do not affect the safe operation of PG&E's facilities. Heavy equipment access to our facilities must be maintained at all times. Metal fences are to be grounded to PG&E specifications. No wall, fence or other like structure is to be installed within 10 feet of tower footings and unrestricted access must be maintained from a tower structure to the nearest street. Walls, fences and other structures proposed along or within the fee strip(s) and/or easement(s) will require PG&E review; submit plans to PG&E Centralized Review Team for review and comment.
4. **Landscaping:** Vegetation may be allowed; subject to review of plans. On overhead electric transmission fee strip(s) and/or easement(s), trees and shrubs are limited to those varieties that do not exceed 15 feet in height at maturity. PG&E must have access to its facilities at all times, including access by heavy equipment. No planting is to occur within the footprint of the tower legs. Greenbelts are encouraged.
5. **Reservoirs, Sumps, Drainage Basins, and Ponds:** Prohibited within PG&E's fee strip(s) and/or easement(s) for electric transmission lines.
6. **Automobile Parking:** Short term parking of movable passenger vehicles and light trucks (pickups, vans, etc.) is allowed. The lighting within these parking areas will need to be reviewed by PG&E; approval will be on a case by case basis. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications. Blocked-up vehicles are not allowed. Carports, canopies, or awnings are not allowed.
7. **Storage of Flammable, Explosive or Corrosive Materials:** There shall be no storage of fuel or combustibles and no fueling of vehicles within PG&E's easement. No trash bins or incinerators are allowed.



8. Streets and Roads: Access to facilities must be maintained at all times. Street lights may be allowed in the fee strip(s) and/or easement(s) but in all cases must be reviewed by PG&E for proper clearance. Roads and utilities should cross the transmission easement as nearly at right angles as possible. Road intersections will not be allowed within the transmission easement.

9. Pipelines: Pipelines may be allowed provided crossings are held to a minimum and to be as nearly perpendicular as possible. Pipelines within 25 feet of PG&E structures require review by PG&E. Sprinklers systems may be allowed; subject to review. Leach fields and septic tanks are not allowed. Construction plans must be submitted to PG&E for review and approval prior to the commencement of any construction.

10. Signs: Signs are not allowed except in rare cases subject to individual review by PG&E.

11. Recreation Areas: Playgrounds, parks, tennis courts, basketball courts, barbecue and light trucks (pickups, vans, etc.) may be allowed; subject to review of plans. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications.

12. Construction Activity: Since construction activity will take place near PG&E's overhead electric lines, please be advised it is the contractor's responsibility to be aware of, and observe the minimum clearances for both workers and equipment operating near high voltage electric lines set out in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety (<https://www.dir.ca.gov/Title8/sb5g2.html>), as well as any other safety regulations. Contractors shall comply with California Public Utilities Commission General Order 95 (http://www.cpuc.ca.gov/gos/GO95/go_95_startup_page.html) and all other safety rules. No construction may occur within 25 feet of PG&E's towers. All excavation activities may only commence after 811 protocols has been followed.

Contractor shall ensure the protection of PG&E's towers and poles from vehicular damage by (installing protective barriers) Plans for protection barriers must be approved by PG&E prior to construction.

13. PG&E is also the owner of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E's facilities must be reviewed and approved by PG&E to ensure that no impact occurs that may endanger the safe and reliable operation of its facilities.



STATE OF CALIFORNIA

Gavin Newsom, Governor

NATIVE AMERICAN HERITAGE COMMISSION

February 25, 2021

Gabrielle de Silva Myers, Senior Planner

City of Hanford

Via Email to: gmyers@cityofhanfordca.com

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NAHC HEADQUARTERS
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nahc@nahc.ca.gov
NAHC.ca.gov

Re: Annexation 157 and Prezone No. 2020-02, Kings County

Dear Mr. de Silva Myers:

Attached is a list of tribes that have cultural and traditional affiliation to the area of potential effect (APE) for the project referenced above. I suggest you contact all of the tribes listed, and if they cannot supply information regarding the presence of cultural resources, they may recommend others with specific knowledge. The list should provide a starting place to locate areas of potential adverse impact within the APE. By contacting all those on the list, your organization will be better able to respond to claims of failure to consult, as consultation may be required under specific state Statutes. If a response from the tribe has not been received within two weeks of notification, the Native American Heritage Commission (NAHC) requests that you follow up with a telephone call or email to ensure that the project information has been received.

The NAHC also recommends that the project proponents conduct a record search of the NAHC's Sacred Lands File (SLF) and also of the appropriate regional archaeological Information Center of the California Historic Resources Information System (CHRIS) to determine if any tribal cultural resources are located within the APE of the project.

The SLF, established under Public Resources Code sections 5094, subd. (a) and 5097.96, includes sites submitted to the NAHC by California Native American tribes. The request form to search the SLF can be found at <http://nahc.ca.gov/resources/forms>. To request a search of the CHRIS system, please contact http://php.parks.ca.gov/?page_id=1068. Please note, the records maintained by the NAHC and CHRIS are not exhaustive or conclusive. A negative response to a search does not preclude the existence of tribal cultural resources. A tribe may in fact be the only source for information about tribal cultural resources within an APE.

If you receive notification of change of addresses and phone numbers from tribes, please notify the NAHC. With your assistance, we can assure that our contact list remains current.

If you have any questions, please contact me at my email address:
Nancy.Gonzalez-Lopez@nahc.ca.gov.

Sincerely,

Nancy Gonzalez-Lopez
Cultural Resources Analyst
Attachment

Mitigation Monitoring and Reporting Program

**Annexation 157 and Prezone No. 2020-02
Mitigation Measures
Mitigated Negative Declaration 2021-01**

Mitigation Number	Potential Impact	Mitigation Measure	Responsible Party
AESTHETICS			
MM Aesthetics 1	The project could substantially degrade the existing visual character or quality of the site and its surroundings?	That the land be developed consistent with the General Plan, Hanford Municipal Code, and Tree Ordinance.	Developer
MM Aesthetics 2	The project may create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	That future development complies with the Hanford Municipal Code Section 17.50.140 Outdoor Lighting Standards and the California Building Code for outdoor lighting standards.	Developer
AGRICULTURE RESOURCES			
MM Agriculture 1	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	That upon physical development of the project site, a right-to-farm provision be recorded with the recording of a final subdivision map(s) to ensure that future residents of the homes in the project area are aware of the adjacent agricultural uses and their right to continue to operate.	Developer
AIR QUALITY			

MM Air Quality 1	The project may conflict with or obstruct implementation of the applicable air quality plan?	That future development projects be forwarded to the SJVAPCD for review and comments and that future development comply with the SJVAPCDC Air Quality Plan.	Developer
CULTURAL RESOURCES			
MM Cultural Resources 1-4	The project could potentially cause a substantial adverse change in the significance of an archeological resource pursuant to Public Resources Code 15064.5? The project could potentially disturb human remains, including those interred outside of formal cemeteries?	MM Cultural Resources 1: That a Burial Treatment Plan be entered to by the applicant/property owner prior to any earth disturbing activities. MM Cultural Resources 2: That prior to any ground-disturbing activities, a Cultural Presentation be given to the construction staff.	Developer to coordinate with the Tachi Yokut Tribe
GEOLOGY AND SOILS			
MM Geology 1	That the project may expose people or structures to potential substantial adverse effects including the risk of loss, injury, or death involving: - strong seismic ground shaking; - seismic-related ground failure, including liquefaction; - landslides. The project may be located on a geologic unit or soil that is unstable, or that would become	That the future physical development of the project comply with the applicable General Plan policies, as well as the California Building Code.	City of Hanford must ensure conditions are set forth to mitigate impacts; Developer to comply with standards

	unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?		
MM Geology 2	That the project may expose people or structures to potential substantial adverse effects including the risk of loss, injury, or death involving: - strong seismic ground shaking; - seismic-related ground failure, including liquefaction; - landslides. The project may be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	That a geotechnical and soil studies be prepared as a required by the Building Official (if applicable) for future physical development of the project area.	Building Official to require; developer to conduct study
MM Geology 3	That the project could result in substantial soil erosion or the loss of topsoil?	That the physical development of the project area comply with the Hanford Municipal Code Section 15.52 Flood Damage Prevention Regulation and the California Building Code, along with the plan check and development review process.	City to require; developer to comply
HYDROLOGY AND WATER QUALITY			
MM Hydrology 1 & 2	The project could potentially violate water quality standards or waste discharge	1) Future development that disturbs more than one acre is required to comply with the General Permit Order No. 2012-0006-DWQ during construction. Proponents of new development would have to develop and implement a stormwater pollution prevention plan (SWPPP) that	City to require; Developer to provide

	requirements. That the project could potentially substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	specifies best management practices (BMPs) to prevent construction pollutants from contacting stormwater, with the intent of keeping all products of erosion from moving off-site and into receiving waters; eliminate or reduce non-stormwater discharges to storm sewer systems and other waters of the United States; and inspect all BMPs; 2) New development would be required to implement appropriate minimum control measures (MCMs) and design standards in compliance with Phase II General Permit, as outlined in the Stormwater Management Plan, as well as the City's grading plan and site development requirements.	
MM Hydrology 3	The project could potentially substantially alter the existing drainage pattern of the site or area, including through the alteration of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	New development must submit grading plans. Site development must comply with the requirements of the City Building Division and incorporate best management practices/design standards.	City to require; Developer to provide
MM Hydrology 4	Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	New development must submit grading plans. Site development must comply with the requirements of the City Building Division and incorporate best management practices/design standards.	City to require; Developer to provide
MM Hydrology 5	Otherwise substantially degrade water quality?	New development would have to incorporate best management practices and adhere to design standards to maximize the reduction of pollutant loadings in runoff to the maximum extent practical.	City to require; Developer to provide

NOISE				
MM Noise 1	Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	That future development of the project site complies with applicable regulations and policies of the General Plan to ensure that construction-related impacts would be attenuated to the greatest extent feasible.	Residents and developer; Police to enforce	
MM Noise 2 & 3	Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? The project could cause a substantial temporary or periodic increase in ambient noise levels existing without the project?	That future construction is limited to the hours of 7 a.m. to 10 p.m.	Developer; Police to enforce	
PUBLIC FACILITIES				
MM Public Facilities 1	The project may result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities. (Fire)	The project will be subject to fire impact fees.	Developer to pay	

MM Public Facilities 2	The project may result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities. (Police)	The project will be subject to police impact fees.	Developer to pay
MM Public Facilities 3	The project may result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities. (Schools)	That the development of the project will be subject to School Impact Fees.	Developer to pay
MM Public Facilities 4	The project may result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities. (Parks)	That future development be required to provide park space at the ratio required by the General Plan, 3.5 acres per 1,000 residents.	City to require; developer to provide
RECREATION			
MM Recreation 1	The project could potentially increase the use of existing neighborhood and regional parks or other	That future development be required to provide park space at the ratio required by the General Plan, 3.5 acres per 1,000 residents.	City to require; developer to provide

	recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?		
UTILITIES AND SERVICE SYSTEMS			
MM Utilities 1	Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	That the future development would be required to implement water conservation measures.	City to require and ensure compliance; developer and future occupants to adhere
MM Utilities 2:	Would the project comply with federal, state, and local statutes related to solid waste?	That the future project be required to comply with all statutes and regulations related to solid waste.	City to require; developer to provide



City of Hanford

Attn: Gabrielle Myers

317 N. Douty Street

Hanford Ca. 93230

Regarding the Annexation No. 157

I am strongly opposed as there is still 320 acres on the north east corner and 20 acres on the south east corner of Fargo Ave and 12th ave. that have been Annexed for years and not developed. There is also approximately 80 acres on the south side of Grangeville between 12th and 13th Ave. that is not developed. According to the General Plan in section 3.1 on page 25 it states "Orderly growth, concentrically located around the historic center of Hanford. Respect for private property rights. Preservation of farmland" among others. In allowing this annexation none of those will be followed. My family has owned our land since 1933 and I have had an address on the same quarter mile for over 62 years. When the person bought the 149 acres about 12 years ago he sent me a letter to try to get annexation started as he only purchased it for the investment. I declined then as now. All of the city growth is going north – west, I was told years ago the plan was to go east.

Sincerely,

Pete Verhoeven

12722 Fargo Ave.

Hanford, Ca 93230

559-410-0965

Attachment: Attachment 8 - Public Comment Verhoeven (Annexation 157)



AGENDA STAFF REPORT

MEETING DATE: 8/3/2021	AGENDA SECTION: B
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SUBJECT:

Community Development: Municipal Code and Zone Text Amendment No. 2020-03: a request by the City of Hanford to: a) Amend Title 5 by adding Chapter 5.68 to Title 5 of the Hanford Municipal Code, to establish standards and regulations for Commercial Hemp Activity. b) Amend Title 17, Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code by adding Commercial Hemp Business (e.g., cultivation, manufacture, distribution, transportation, and lab testing) as a conditionally permitted use in the I-L Light Industrial and I-H Heavy Industrial zone district, and to add Hemp retailers (5% or more of a retailer's business or gross receipts is derived from CBD sales) as a permitted use in C-S Service Commercial, C-H Highway Commercial, MX-C Corridor Mixed Use, and MX-D Downtown Mixed Use, and as a conditionally permitted use in C-R Regional Commercial; and c) Amend Title 17 by adding Chapter 17.67, adding purpose and intent, definitions, and establishing the location of hemp retailers and commercial hemp businesses in the City of Hanford. Location: Citywide.

See staff report, attached.

FISCAL IMPACT:

ATTACHMENTS:

City Council Staff Report - Hemp
Ordinance 21-03
Attachment 1 - Chapter 5.68 Hemp Ordinance
Attachment 2 - Resolution No. 2021-06 (signed)
Attachment 3 - Notice of Exemption

**CITY OF HANFORD CITY COUNCIL
STAFF REPORT
Tuesday, August 3, 2021**

PROJECT: **Municipal Code and Zone Text Amendment No. 2020-03:** a request by the City of Hanford to:

- a) Amend Title 5 by adding Chapter 5.68 to Title 5 of the Hanford Municipal Code, to establish standards and regulations for Commercial Hemp Activity.
- b) Amend Title 17, Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code by adding Commercial Hemp Business (e.g., cultivation, manufacture, distribution, transportation, and lab testing) as a conditionally permitted use in the I-L Light Industrial and I-H Heavy Industrial zone district, and to add Hemp retailers (5% or more of a retailer's business or gross receipts is derived from CBD sales) as a permitted use in C-S Service Commercial, C-H Highway Commercial, MX-C Corridor Mixed Use, and MX-D Downtown Mixed Use, and as a conditionally permitted use in C-R Regional Commercial; and
- c) Amend Title 17 by adding Chapter 17.67, adding purpose and intent, definitions, and establishing the location of hemp retailers and commercial hemp businesses in the City of Hanford.

LOCATION: Citywide

STAFF RECOMMENDATION

Staff recommends that the City Council

- 1. Introduce and waive the first reading of Ordinance No. 21-03, approving Municipal Code and Zone Text Amendment No. 2020-03.

RECOMMENDED MOTION

- 1. I move to introduce and waive the first reading of Ordinance No. 21-03, approving Municipal Code and Zone Text Amendment No. 2020-03.

PROJECT DESCRIPTION

The project is a request to:

- a) Amend Title 5 by adding Chapter 5.68 to Title 5 of the Hanford Municipal Code, to establish standards and regulations for Commercial Hemp Activity.
- b) Amend Title 5, by adding amend Title 17, Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code by adding Commercial Hemp Business (e.g., cultivation, manufacture, distribution, transportation, and lab testing) as a

conditionally permitted use in the I-L Light Industrial and I-H Heavy Industrial zone district, and to add Hemp retailers (5% or more of a retailer's business or gross receipts is derived from CBD sales) as a permitted use in C-S Service Commercial, C-H Highway Commercial, MX-C Corridor Mixed Use, and MX-D Downtown Mixed Use, and as a conditionally permitted use in C-R Regional Commercial.

- c) Amend Title 17 by adding Chapter 17.67, adding purpose and intent, definitions, and establishing the location of hemp retailers and commercial hemp businesses in the City of Hanford; and

The proposed Hemp Ordinance, proposed to be added to Chapter 5.68, establishing standards and regulations for Commercial Hemp Activities is attached – **Attachment 1**.

The proposed additions to Title 17, Zoning Ordinance, are shown in **bold**, as follows:

1. Amending Table 17.08.030 Commercial, Office, and Industrial Zone Use Table to add commercial hemp businesses and hemp retailers to the Table.
 - a. Adding Commercial hemp business (e.g., cultivation, manufacture, distribution, transportation, and lab testing) as a conditionally permitted use in the I-L Light Industrial and I-H Heavy Industrial zone district.

Commercial, Office, and Industrial Use Table																
P = Use is Permitted by Right C = Use Requires Conditional Use Permit A = Use Requires Administrative Use Permit T = Use Requires Temporary Use Permit Blank = Use is Not Allowed																
Land Uses		Commercial Zones				Mixed Use Zones			Industrial and Office Zones				Other Zones			
		C-N	C-R	C-S	C-H	MX-N	MX-C	MX-D	O-R	O	I-L	I-H	AP	PF	CO	Specific Land Use Standards (See identified Section)
D12	Commercial hemp business (e.g., cultivation, manufacture, distribution, transportation, and lab testing)										C	C				See Chapters 5.68 and 17.67

- b. Adding hemp retailer (5% or more of retailer's business or gross receipts is derived from CBD sales) as a permitted use in C-S Service Commercial, C-H Highway Commercial, MX-C Corridor Mixed Use and MX-D Downtown Mixed Use and as a conditionally permitted use in C-R Regional Commercial zone district.

Commercial, Office, and Industrial Use Table																
P = Use is Permitted by Right C = Use Requires Conditional Use Permit A = Use Requires Administrative Use Permit T = Use Requires Temporary Use Permit Blank = Use is Not Allowed																
Land Uses		Commercial Zones				Mixed Use Zones			Industrial and Office Zones				Other Zones			
		C-N	C-R	C-S	C-H	MX-N	MX-C	MX-D	O-R	O	I-L	I-H	AP	PF	CO	Specific Land Use Standards (See identified Section)
133	Hemp retailer (5% or more of a retailer's business or gross receipts is derived from CBD sales)		C	P	P		P	P								See Chapters 5.68 and 17.67

- c. Adding Chapter 17.67 to the Hanford Municipal Code to address commercial hemp-related use and activity.

CHAPTER 17.67

COMMERCIAL HEMP-RELATED USE AND ACTIVITY

- 17.67.010 Purpose and Intent
 17.67.020. Definitions
 17.67.030 Location of hemp retailers and commercial hemp businesses.

17.67.010. Purpose and Intent.

The purpose of this chapter is to further fulfill the purposes and intents set forth in Chapter 5.68 of the Hanford Municipal Code. No person shall operate a commercial hemp business without first obtaining a conditional use permit and complying with all the requirements of Chapter 5.68 of the Hanford Municipal Code and complying with all applicable State law requirements.

17.67.020. Definitions

Unless otherwise provided herein, the terms used in this chapter shall have the meanings ascribed to them in Chapter 5.68 of the Hanford Municipal Code.

17.67.030. Location of hemp retailers and commercial hemp businesses.

- A. In cases in which five percent (5%) or more of a retailer's business or gross receipts is derived from the sale of hemp in the form of CBD products, such retailers will be a permitted use only in Service Commercial (C-S), Highway Commercial (C-H), Corridor Mixed Use (MX-C), and Downtown Mixed Use (MX-D) zone districts and shall be a conditional use only in Regional Commercial (C-R) zone districts. In cases in which less than five percent (5%) of a retailer's business or gross receipts is derived from the sale of hemp in the form of CBD products, such retailers shall be allowed in zone districts as other retail uses in accordance with Section 17.08.030.
- B. Commercial hemp businesses shall be permitted only in Heavy Industrial (I-H) and Light Industrial (I-L) zone districts.

BACKGROUND INFORMATION

Hemp Background:

Hemp is a close genetic relative to cannabis, it is indistinguishable in appearance from cannabis and produces an identical odor, although it contains significantly lower concentrations of the psychotropic substance THC and therefore is of little value as a recreational drug. The odor of hemp triggers nuisance concerns, however, and nuisance prevention and abatement are within the purview of local governments. Hemp must contain less than 0.3% of THC to be considered hemp. If level is exceeded, the entire crop must be destroyed.

Senate Bill 531, the Industrial Hemp Act of 2019, brought California into conformity with the Federal Agricultural Improvement Act of 2018 (Public Law 115-334), also known as the 2018 Federal Farm Bill. The 2018 Federal Farm Bill ended decades of restrictive federal law with respect to hemp by removing it from the list of federally prohibited Schedule 1 substances and transferring federal oversight of hemp production from the U.S. Drug Enforcement Agency to the Agricultural Marketing Service within the U.S. Department of Agriculture.

With the Industrial Hemp Act of 2019, the California Legislature signaled its intent to allow large-scale industrial production of hemp by directing the Secretary of the California Department of Food and Agriculture to craft a state plan for such production, in consultation with the Governor and the Attorney General, and to submit that plan to the U.S. Secretary of Agriculture. At a minimum, this plan will include a scheme for licensing and registration of industrial hemp businesses within the State of California. The purpose of establishing a hemp ordinance is to complement the state plan by establishing a local regulatory scheme to work in concert with that to be established at the state level.

There is strong and growing commercial interest in the industrial production of CBD oil from the hemp plant, intended for human consumption. The intent of developing a hemp ordinance is to provide a scheme for local regulation to address potential nuisance conditions that may arise from hemp cultivation and other commercial activities, and to protect public health and safety by creating a local regulatory scheme to enforce state law with respect to hemp products manufactured for human consumption.

Timeline:2019:

In 2019, staff began receiving several inquiries regarding cultivating hemp and the manufacturing and selling hemp products. At that time, there was not a State or Federal regulatory process in place for industrial hemp, although the State of California was in the process of working on regulations for cultivation, in association with an established research institution. At the time, the regulations were vague and did not size, location or odor control of industrial hemp cultivation. City staff determined that the locations where hemp could potentially be cultivated outdoors or manufactured would create significant impacts to the surrounding area, without regulation.

Industrial Hemp is defined in Section 81000 of the California Food and Agricultural Code as follows, “a fiber or oilseed crop, or both, that is limited to types of the plant Cannabis Sativa L. having no more than three-tenths of one percent tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom”.

Additionally, there were not regulations for the manufacturing of hemp oil from industrial hemp and manufacturing other products from hemp oil. Given there was not regulatory framework that requires testing of hemp oil and hemp oil products, at the time, and no ability for the City to verify the source of hemp or hemp oil and whether the products are truly hemp derived with limited THC, staff recommended that the manufacturing of these products be restricted until more was known or there was a regulatory structure that included testing to ensure hemp met the requirement of containing less than .3% THC.

On May 7, 2019, the City Council adopted Ordinance No. 19-05, an Urgency Ordinance restricting the commercial cultivation and manufacturing of industrial hemp (CBD) products in all zones. The purpose of this urgency ordinance was to establish a temporary moratorium on the cultivation and manufacturing of industrial hemp and the manufacturing and sale of products derived from industrial hemp., including cultivation by “Established Agricultural Research Institutions” as defined by California Food and Agricultural Code Section 810000 (c) , while City staff and legal counsel determined the impacts of unregulated cultivation of industrial hemp and the manufacturing of hemp products in the City of Hanford and prepared reasonable regulations to mitigate impacts from these businesses.

2020:

On June 2, 2020, the Urgency Ordinance No. 19-05 was extended for a 12-month period to July 5, 2021 to allow additional time to work with a consultant and develop an ordinance.

2021:

On April 6, 2021, the draft hemp ordinance was presented to the Council as a study session item to receive direction regarding the designation of zones to allow commercial hemp activities and retail and signage direction.

City Council directed staff to allow commercial hemp activities, including cultivation, manufacturing, distribution, transportation, and lab testing as a conditionally permitted use in the I-L Light and I-H Heavy Industrial zone districts.

No person may engage in any commercial hemp business or in any commercial hemp activity within the City, including cultivation, labeling, manufacturing, packaging, processing, laboratory testing, transporting, distribution, or wholesale sale of hemp or a hemp product unless the person: (1) applies for and successfully obtains a conditional use permit from the City pursuant to Chapter 17.80; (2) has a valid State of California Seller's Permit, if applicable; (3) is currently in compliance with all applicable state and local laws and regulations pertaining to the commercial hemp business and the commercial hemp activities, including the duty to obtain any required state licenses; and (4) satisfies other City and State of California requirements for the operation of a business, including, without limitation, obtaining and maintaining a City-issued business license and payment of applicable business license taxes.

No conditional use permit shall be issued for outdoor hemp cultivation, which is prohibited. It is a violation of the hemp ordinance for any person to engage in any outdoor hemp cultivation of any kind.

Commercial Hemp Regulations

Commercial hemp business operations must be zoned in accordance with Hanford Municipal Code 17.67 and must meet all of the requirements for development in these zones. The hemp businesses must also meet all of the following distance requirements:

1. It shall be no closer than six hundred (600) feet from any parcel in the City on which a use that is designated by Business and Professions Code 26054(b) as a sensitive use or any of the following uses:
 - a. A school providing instruction in kindergarten or any grades 1 through 12, (whether public, private, or charter, including pre-school, transitional kindergarten, and K-12);
 - b. A commercial daycare center licensed by the State, County or City or that is in existence at the time the license is issued, unless the State licensing authority specifies a different radius.
 - c. A youth center.

The distance measured shall be the distance measured in a straight line from the parcel on which the sensitive use exists to the closest property line of the lot on which the hemp business is will be. The existence of nearby uses shall be determined at the time a commercial hemp business permit application is submitted to the City.

2. It shall be no closer than two hundred fifty (250) feet of any residentially zoned parcel in the City, including any legal non-conforming residential uses as of the date a commercial hemp business's conditional use permit application is deemed complete. The distance between the hemp business and the residential parcel shall be measured in a straight line from the residential parcel to the closest property line of the lot on which the hemp business is will be. Properties that are zoned for mixed use shall not be considered residentially zoned.

The distance between parcels shall be the horizontal distance measured in a straight line from any property line of the sensitive use to the closest property line of the lot on which the

commercial hemp business is to be located, without regard to any intervening structures. The distance requirements in this chapter shall only be applicable with respect to properties located in the City's limits, unless otherwise required by State law. The distance requirements shall not be applicable with respect to any property located outside the City limits.

General Operating Requirements for Conditional Use Permits:

- A. Commercial hemp businesses may operate only during the hours specified in the conditional use permit issued by the City.
- B. No hemp or hemp products or graphics depicting hemp or hemp products shall be visible from the exterior of any property issued a conditional use permit, or on any of the vehicles owned or used as part of the commercial hemp business; provided however, words, such as "CBD" and "Hemp" are permitted on signage.
- C. No outdoor storage of hemp or hemp products is permitted at any time.
- D. Reporting and tracking of product and of gross sales. Each commercial hemp business shall have in place, as may be required by the state, a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial hemp business, including, but not limited to, hemp tracking, inventory data, gross sales (by weight and by sale) and other information which may be required by the state. Such information shall be provided by to the City promptly upon the City's request, which the City shall utilize to confirm a commercial hemp business's compliance with this Chapter.
- E. All hemp and hemp products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with state and local regulations.
- F. Hemp material and testing. All hemp processed at a commercial hemp business within the City shall be sourced from a lawful source in compliance with federal and state regulations. In addition, all hemp shall be tested for compliance with federal THC potency restrictions. Testing shall occur in a manner consistent with requirements established by the state.
- G. Waste. All hemp waste will be properly disposed of in compliance with applicable laws. Any hemp, hemp extracts, or hemp products that exceed the threshold of THC concentration under the definition of hemp will follow a separate waste stream in compliance with state laws.
- H. Emergency Contact. Prior to the commencement of operations, each commercial hemp business shall provide the Hanford Police Department with the name, telephone number (both land line and mobile, if available) of at least two on-site employees or key participants to whom emergency notice can be provided at any hour of the day. Commercial hemp businesses shall promptly provide updated contact information to the Hanford Police Department whenever a change in such information occurs.
- I. Odor Control. Odor control devices and techniques shall be incorporated in all commercial hemp businesses to ensure that odors from hemp are not detectable off-site. Commercial hemp businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial hemp business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public

rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial hemp business. As such, commercial hemp businesses must install and maintain the following equipment, or any other equipment which the Community Development Director or his/her designee(s) determine is a more effective method or technology:

1. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; and
 2. An air system that creates negative air pressure between the commercial hemp business's interior and exterior, so that the odors generated inside the commercial hemp business are not detectable on the outside of the commercial hemp business.
- J. Display of City Business License. Each commercial hemp business shall post its city issued business license at its premises in a location readily visible to the public.

Operating Requirements for a Cultivation Facility Operation:

- A. Outdoor hemp cultivation is prohibited.
- B. In no case shall hemp plants be visible from a public or private road, sidewalk, park, any common public viewing area, or adjacent property.
- C. Hemp cultivation shall be conducted in accordance with federal, state and local laws related to land use, grading, electricity, water usage, water quality, habitat protection, agricultural discharges, and similar matters.
- D. Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from all causes, including pests and rodents.
- E. The cultivation of hemp shall, at all times, occur in such a way as to: (i) ensure the health, safety, and welfare of the public, the employees working at the commercial hemp business, visitors to the area, neighboring properties, and the end users of the hemp being cultivated; (ii) protect the environment; (iii) ensure the security of the hemp being cultivated; and (iv) safeguard against the diversion of hemp.
- F. All applicants for a conditional use permit for cultivation shall submit the following in addition to the information generally otherwise required for a commercial hemp business:
 1. A description of a legal water source, and projected water use.
 2. Identification of the source of electrical power, projected electricity usage, and plan for compliance with applicable Building Codes and related codes.
 3. Plan for addressing odor and other potential public nuisances that may derive from the cultivation site.

Operating Requirements for Distributors:

- A. A distributor shall not store non-hemp goods or non-hemp accessories that are to be sold to another party on any permitted premises. Additionally, a distributor shall not distribute non-hemp goods or non-hemp accessories at its permitted premises. For the purposes of this section, non-hemp goods are any goods that are not derived from hemp.
- B. A distributor shall ensure that all hemp goods batches are stored separately and distinctly from other hemp goods batches on the distributor's premises.
- C. After taking physical possession of a hemp goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing. A key participant or an employee of the commercial hemp business shall be physically present to observe the laboratory employee obtain the sample of hemp goods for testing and shall ensure that the increments are taken from throughout the batch. The distributor shall ensure that the batch size from which the sample is taken meets the requirements of state law, specifically the testing provisions within Section 81006, et seq., of the Food and Agriculture Code.
- D. A distributor shall not transport hemp or hemp products to a permitted retail facility until and unless it has verified that the hemp or hemp products have been tested and certified by a testing lab as being in compliance with state health and safety requirements pursuant to Section 81006, et seq., of the Food and Agriculture Code.

Operating Requirements for Testing Labs:

- A. Testing labs shall be required to conduct all testing in a manner compliant with state law, and as state law may be subsequently amended by the state plan for industrial hemp production.
- B. Testing labs shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.
- C. Testing labs shall destroy any harvest batch whose testing sample indicates non-compliance with state health and safety standards required by the Bureau of Cannabis Control unless remedial measures can bring the hemp or hemp products into compliance with quality standards as specified by law.
- D. Except as provided by state law, a testing laboratory shall not acquire or receive hemp or hemp products except from a licensee in accordance with state law, and shall not distribute, sell, or dispense hemp, or hemp products, from its location or from the licensed premises from which the hemp or hemp products were acquired or received. All transfer or transportation shall be performed pursuant to the State specified chain of custody protocol.

Operating Requirements for Hemp Manufacturing: Edibles and Other Hemp Products; Sale or Distribution of Edible and Other Hemp Products:

- A. Any compressed gases used in the manufacturing process shall not be stored on any property within the City in containers that exceeds the amount, including number of tanks, approved by the City's Fire Chief or his/her designee and authorized in the commercial hemp business permit.
- B. Hemp manufacturing facilities may use heat, screens, presses, steam distillation, ice water, ethanol and other methods approved by the City to create manufactured hemp products. Except as expressly allowed by this Chapter, the use of solvents or gases in the manufacturing process is prohibited.
- C. If an extraction process uses a professional grade closed loop CO₂ gas extraction system (that has been approved by the City of Hanford Fire Chief), every vessel must be certified by the manufacturer for its safe use as referenced in Section 5.68.180.D. Closed loop systems for compressed gas extraction systems must be commercially manufactured and bear a permanently affixed and visible serial number.
- D. Certification from a mechanical engineer licensed by the State of California, or by a certified industrial hygienist, must be provided to the Community Development Department for a professional grade closed loop system used by any commercial hemp manufacturer confirming that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:
 - 1. The American Society of Mechanical Engineers (ASME);
 - 2. American National Standards Institute (ANSI);
 - 3. Underwriters Laboratories (UL); or
 - 4. The American Society for Testing and Materials (ASTM).
- E. Professional closed loop systems and any other equipment and facilities used for the extraction operation must be approved for their use by the City and meet any required fire, safety, and building code requirements specified in the California Building and Fire Codes.
- F. Hemp manufacturing facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol shall be removed from the extract in a manner to recapture it and ensure that it is not vented into the atmosphere.
- G. Hemp manufacturing facilities creating hemp extracts must develop and obtain the City's approval of standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.
- H. Any person using solvents or gases in a closed looped system to create hemp extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets, and must handle and store the solvents and gases safely.

- I. Solvent and gas concentrations in finished extract cannot exceed state standards when quality assurance tested.

Council directed staff to permit limited CBD sales within all commercial and mixed-use zone districts. An example of limited CBD sales would be CVS, which sells CBD products, but CBD-product sales do not account for more than five percent (5%) of their gross receipts.

Further CBD sales, above the five percent limitation, were directed to be allowed wherever tobacco or smoke shops were permitted. Therefore, hemp retailer (5% or more of a retailer's business or gross receipts is derived from CBD sales) is requested to be added as a permitted use in C-S Service Commercial, C-H Highway Commercial, MX-C Corridor Mixed Use, and MX-D Downtown Mixed Use and as a conditionally permitted use in C-R Regional Commercial.

Commercial, Office, and Industrial Use Table													
P = Use is Permitted by Right C = Use Requires Conditional Use Permit A = Use Requires Administrative Use Permit T = Use Requires Temporary Use Permit Blank = Use is Not Allowed													
Land Uses		Commercial Zones				Mixed Use Zones			Industrial and Office Zones				Other Zones
		C-N	C-R	C-S	C-H	MX-N	MX-C	MX-D	O-R	O	I-L	I-H	AP PF CO
I32	Tobacco or smoke shop		C	P	P		P	P					

Operating Requirements for Store Front/Retail Facilities:

- A. All hemp retailers are required to obtain a business license issued by the City.
- B. Hemp retailers are expressly prohibited from accepting, selling, providing, storing or transporting any cannabis or cannabis products. Furthermore, in cases in which five percent (5%) or more of a retailer's business or gross receipts is derived from the sale of hemp in the form of CBD products, the retailer shall not cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the retailer's premises.
- C. Prior to beginning operations, retailers must be in compliance with all state regulations governing the sales of hemp and hemp products.

Planning Commission

The changes proposed to Title 17 under Zone Text Amendment No. 2020-03 were heard by the Hanford Planning Commission on July 13, 2021.

There was no public comment in favor or opposition of the project.

Zone Text Amendment No. 2020-03 was recommended for approval by the Planning Commission to the City Council by adoption of Resolution 2021-06 by a 5-0 vote. Resolution 2021-06 is attached for review – **Attachment 2.**

PROJECT EVALUATION

The City's proposed hemp ordinance was developed in order to implement the provisions of Senate Bill 531, the Industrial Hemp Act of 2019. The ordinance complements the State plan, by establishing a local regulatory scheme to work in concert with what is established at the state level. The drafted hemp ordinance allows for regulation of hemp nuisances such as odor and restricts cultivation to indoor only. The hemp ordinance also provides a framework for licensing of commercial hemp operations in the City and designates zone districts appropriate for commercial hemp and retail activities.

FINDINGS FOR APPROVAL

In acting on a Municipal Code Amendment, the City Council must make the appropriate findings, in accordance with Section 17.86.030 of the Hanford Municipal Code:

1. The amendment is internally consistent with the goals, objectives, and policies of the General Plan and this title;

ANALYSIS: That the proposal is internally consistent with Title 5 and 17 of the Hanford Municipal Code and the goals, objectives, and policies of the General Plan, specifically:

- Goal E2: [achieve] a diversity of commercial and industrial enterprises which provide goods, services, and employment opportunities consistent with Hanford's small-town agricultural image.
- Goal E5: [Promote] a healthy and sustainable agricultural economic sector.
- Policy E23 Economic Development of Agriculture: Value and support agriculture as an industry and make it a key component of Hanford's economic development strategy.
- Policy E24 Recruit Agriculture-related Businesses: Recruit businesses that are agriculture-related, especially those that create value-added products.
- Policy E25 Support Innovation in Agriculture: Support innovation in the production, processing, and distribution of agricultural products and services.
- Goal E6: [Create] a variety of opportunities for vibrant and successful commerce activities.

- Policy E27 Commercial Enterprises: Encourage and support new commercial development, consistent with other General Plan policies.
2. The amendment would not be detrimental to the public health, safety, or welfare of the community;

ANALYSIS: That the proposal is not detrimental to the public health, safety, or welfare of the community, through regulations established in Chapter 5.68 Standards and Regulations for Commercial Hemp Activity. Chapter 5.68 requires:

- Compliance with federal, state, and local laws;
 - Requirements for building permits and inspections;
 - Security requirements;
 - Operating requirements for storefront/retail facilities, cultivation facilities, distributors, testing labs, and hemp manufacturing; and
 - Inspection and enforcement
3. The amendment would maintain the appropriate balance of land uses within the City;

ANALYSIS: That jobs-housing balance is achieved, by increasing opportunities for people to work and live in close proximity. The ratio is expressed as the number of jobs divided by the number of housing units. The jobs-housing balance is a general tool for analyzing where people work, where they live, and how effectively they can travel between the two. In the planning area, the existing jobs-housing balance ratio in 2013-2014 was 1.17. It is estimated that the implementation of the General Plan would increase the jobs-housing balance by 0.45 to 1.62, which would make the planning area a jobs-rich area. The municipal code amendment will not affect the balance of land uses within the City of Hanford. The amendment allows for the establishment of commercial hemp activities and hemp retail within existing industrial, mixed-use, and commercial zone districts.

4. The anticipated land uses on the subject site would be compatible with existing and future surrounding uses;

ANALYSIS: That the land uses proposed by the zone text amendment apply to commercial hemp activities and retail, which are similar and compatible with existing and future surrounding land uses next to and within the city limits, including farming, manufacturing, and retail and distribution of other agricultural products.

PUBLIC COMMENTS

Noticing of the public hearing for the Zone Text Amendment was published in the newspaper on July 23, 2021. The City of Hanford has not received comments on the project as of the preparation of this report.

ENVIRONMENTAL ASSESSMENT

The ordinance is exempt under Section 15601(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment and the ordinance is also exempt under Section 15183 Projects Consistent with a Community Plan, General Plan, or Zoning, since the types of businesses permitted by the ordinance are consistent with those contemplated by the General Plan and Zoning, such as farming, manufacture, retail and distribution of other agricultural products. A Notice of Exemption has been prepared and is attached as **Attachment 3**.

RECOMMENDATION

Staff recommends that the City Council

1. Introduce and waive the first reading of Ordinance No. 21-03, approving Municipal Code and Zone Text Amendment No. 2020-03.

Project Applicant:

City of Hanford
317 N. Douty St.
Hanford, CA 93230

ORDINANCE NO. 21-03

AN ORDINANCE APPROVING MUNICIPAL CODE AMENDMENT NO. 2020-03, A REQUEST BY THE CITY OF HANFORD TO: - MUNICIPAL CODE AND ZONE TEXT AMENDMENT NO. 2020-03: A REQUEST BY THE CITY OF HANFORD TO:

- **AMEND TITLE 5 BY ADDING CHAPTER 5.68 TO TITLE 5 OF THE HANFORD MUNICIPAL CODE, TO ESTABLISH STANDARDS AND REGULATIONS FOR COMMERCIAL HEMP ACTIVITY.**
- **AMEND TITLE 17, SECTION 17.08.030 – COMMERCIAL, OFFICE, AND INDUSTRIAL ZONE USE TABLE OF THE HANFORD MUNICIPAL CODE BY ADDING COMMERCIAL HEMP BUSINESS (E.G., CULTIVATION, MANUFACTURE, DISTRIBUTION, TRANSPORTATION, AND LAB TESTING) AS A CONDITIONALLY PERMITTED USE IN THE I-L LIGHT INDUSTRIAL AND I-H HEAVY INDUSTRIAL ZONE DISTRICT, AND TO ADD HEMP RETAILERS (5% OR MORE OF A RETAILER’S BUSINESS OR GROSS RECEIPTS IS DERIVED FROM CBD SALES) AS A PERMITTED USE IN C-S SERVICE COMMERCIAL, C-H HIGHWAY COMMERCIAL, MX-C CORRIDOR MIXED USE, AND MX-D DOWNTOWN MIXED USE, AND AS A CONDITIONALLY PERMITTED USE IN C-R REGIONAL COMMERCIAL; AND**
- **AMEND TITLE 17 BY ADDING CHAPTER 17.67, ADDING PURPOSE AND INTENT, DEFINITIONS, AND ESTABLISHING THE LOCATION OF HEMP RETAILERS AND COMMERCIAL HEMP BUSINESSES IN THE CITY OF HANFORD; AND**

LOCATION: CITYWIDE.

The City Council of the City of Hanford does ordain as follows:

SECTION 1: The Hanford Municipal Code Title 17, the Zoning Ordinance contains regulations to ensure the public health, safety, peace, comfort, convenience, prosperity and general welfare of the citizens of Hanford, including zoning categories, allowed uses and development standards.

SECTION 2: The Hanford Municipal Code Title 5, Business Licenses and Regulations, contains requirements for business licenses, establishes business license fees, and provides regulations for businesses.

SECTION 3: The City Council has held a public hearing on the amendment to Title 5 and 17, as follows, and as attached as **Exhibits A and B:**

- a) Amend Title 5 by adding Chapter 5.68 to Title 5 of the Hanford Municipal Code, to establish standards and regulations for Commercial Hemp Activity.
- b) Amend Title 17, Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code by adding Commercial Hemp Business (e.g., cultivation, manufacture, distribution, transportation, and lab testing) as a conditionally permitted use in the I-L Light Industrial and I-H Heavy Industrial zone district, and to add Hemp retailers (5% or more of a retailer’s business or gross receipts is derived from CBD sales) as a permitted use in C-S Service Commercial, C-H Highway Commercial, MX-C Corridor Mixed Use, and MX-D Downtown Mixed Use, and as a conditionally permitted use in C-R Regional Commercial; and

- c) Amend Title 17 by adding Chapter 17.67, adding purpose and intent, definitions, and establishing the location of hemp retailers and commercial hemp businesses in the City of Hanford; and

SECTION 4: The City Council finds that the adoption of this ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to the following sections of the CEQA Guidelines, 14 Cal. Code of Regulations, Chapter 3.

The City Council finds that the adoption of this ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to the following sections of the CEQA Guidelines, 14 Cal. Code of Regulations, Chapter 3.

- a) The ordinance is exempt under Section 15061(b) (3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Commercial hemp businesses and retailers will have no impacts that are different than the farming, manufacturing, distribution, laboratory, delivery, and sales activities already authorized within the city. Furthermore, the city's Municipal Code contains requirements that prevent any potential impacts on the environment that may be unique to commercial hemp businesses. For example, the ordinance establishes prohibitions on nuisance odors, glare, excess energy usage, and establishes safety protections to prevent crime or deterioration of the business area into blight, and prohibition on usages of hazardous chemicals except for those usages that are consistent with state standards for those chemicals. Further, there is no possibility that this ordinance would create cumulative impacts that are significant because this ordinance does not authorize a total number of businesses in the city than would have been otherwise authorized, does not authorize construction or other related activities or any other activities that are not already permitted; there are no other significant impacts that could occur as a result of this ordinance, and there are no unusual circumstances that would cause any such significant impacts; and
- b) The ordinance is also exempt under Section 15183 (projects consistent with a community plan, general plan, or zoning) since the types of businesses permitted by the ordinance are consistent with those contemplated by general plan and zoning, such as farming, manufacture, retail and distribution of other agriculture products.

SECTION 5: The proposed amendment was evaluated for consistency with the General Plan and the Zoning Ordinance in accordance with Sections 17.02.060, 17.08.050, 17.86.030 and based on the following findings:

1. The amendment is internally consistent with the goals, objectives, and policies of the General Plan and this title;

ANALYSIS: That the proposal is internally consistent with Title 5 and 17 of the Hanford Municipal Code and the goals, objectives, and policies of the General Plan, specifically:

- Goal E2: [achieve] a diversity of commercial and industrial enterprises which provide goods, services, and employment opportunities consistent with Hanford's small-town agricultural image.

- Goal E5: [Promote] a healthy and sustainable agricultural economic sector.
- Policy E23 Economic Development of Agriculture: Value and support agriculture as an industry and make it a key component of Hanford's economic development strategy.
- Policy E24 Recruit Agriculture-related Businesses: Recruit businesses that are agriculture-related, especially those that create value-added products.
- Policy E25 Support Innovation in Agriculture: Support innovation in the production, processing, and distribution of agricultural products and services.
- Goal E6: [Create] a variety of opportunities for vibrant and successful commerce activities.
- Policy E27 Commercial Enterprises: Encourage and support new commercial development, consistent with other General Plan policies.

2. The amendment would not be detrimental to the public health, safety, or welfare of the community;

ANALYSIS: That the proposal is not detrimental to the public health, safety, or welfare of the community, through regulations established in Chapter 5.68 Standards and Regulations for Commercial Hemp Activity. Chapter 5.68 requires:

- Compliance with federal, state, and local laws;
- Requirements for building permits and inspections;
- Security requirements;
- Operating requirements for storefront/retail facilities, cultivation facilities, distributors, testing labs, and hemp manufacturing; and
- Inspection and enforcement

3. The amendment would maintain the appropriate balance of land uses within the City;

ANALYSIS: That jobs-housing balance is achieved, by increasing opportunities for people to work and live in close proximity. The ratio is expressed as the number of jobs divided by the number of housing units. The jobs-housing balance is a general tool for analyzing where people work, where they live, and how effectively they can travel between the two. In the planning area, the existing jobs-housing balance ratio in 2013-2014 was 1.17. It is estimated that the implementation of the General Plan would increase the jobs-housing balance by 0.45 to 1.62, which would make the planning area a jobs-rich area. The municipal code amendment will not affect the balance of land uses within the City of Hanford. The amendment allows for the establishment of commercial hemp activities and hemp retail within existing industrial, mixed-use, and commercial zone districts.

4. The anticipated land uses on the subject site would be compatible with existing and future surrounding uses;

ANALYSIS: That the land uses proposed by the zone text amendment apply to commercial hemp activities and retail, which are similar and compatible with existing and future surrounding land uses

next to and within the city limits, including farming, manufacturing, and retail and distribution of other agricultural products.

SECTION 6 The City Council of the City of Hanford does ordain that Title 5 is hereby amended, as shown in **Exhibit A**.

SECTION 7: The City Council of the City of Hanford does ordain that Title 17 is hereby amended, as shown in **Exhibit B**.

SECTION 8: That the ordinance shall take effect thirty (30) days after its passage, and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage or a summary of this ordinance shall be published in the Hanford Sentinel in a manner consistent with the requirements of the California Government Code.

Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on August 3, 2021, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED

Francisco Ramirez
MAYOR of the City of Hanford

ATTEST:

Natalie Corral
CITY CLERK

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

I, NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Hanford on the 3rd day of August, 2021, and it was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the ____ day of ____, 2021.

NATALIE CORRAL
CITY CLERK

Exhibit A – Addition of Chapter 5.68 to Title 5

CHAPTER 5.68

STANDARDS AND REGULATIONS FOR COMMERCIAL HEMP ACTIVITY

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5.68.010. Purpose and Intent.

A. It is the purpose and intent of this Chapter to implement the provisions of Senate Bill 531, the Industrial Hemp Act of 2019, which brings California into conformity with the Federal Agricultural Improvement Act of 2018 (Public Law 115-334), also known as the 2018 Federal Farm Bill. The 2018 Federal Farm Bill ended decades of restrictive federal law with respect to hemp by removing it from the list of federally prohibited Schedule 1 substances and transferring federal oversight of hemp production from the U.S. Drug Enforcement Agency to the Agricultural Marketing Service within the U.S. Department of Agriculture.

B. With the Industrial Hemp Act of 2019, the California Legislature signaled its intent to allow large-scale industrial production of hemp by directing the Secretary of the California Department of Food and Agriculture to craft a state plan for such production, in consultation with the Governor and the Attorney General, and to submit that plan to the U.S. Secretary of Agriculture by May of 2020. At a minimum, this plan will include a scheme for licensing and registration of industrial hemp businesses within the State of California. The purpose of this Chapter is to complement the state plan by establishing a local regulatory scheme to work in concert with that to be established at the state level.

C. Hemp, a close genetic relative to cannabis, is indistinguishable in appearance from cannabis and produces an identical odor, although it contains significantly lower concentrations of the psychotropic substance THC and therefore is of little value as a recreational drug. The odor of hemp triggers nuisance concerns, however, and nuisance prevention and abatement are within the purview of local governments.

D. In addition, there is strong and growing commercial interest in the industrial production of CBD oil from the hemp plant, intended for human consumption. The intent of this Chapter is to provide a scheme for local regulation to address potential nuisance conditions that may arise from hemp cultivation and other commercial activities, and to protect public health and safety by creating a local regulatory scheme to enforce state law with respect to hemp products manufactured for human consumption.

E. The provisions of this Chapter are in addition to any other permits, licenses and approvals which may be required to conduct business in the City, and are in addition to any permits, licenses and approval required under federal, state, City, or other laws.

5.68.020. Legal Authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, and the Industrial Hemp Act of 2019, as well as any subsequent state legislation and/or regulations implementing same, the City is authorized to adopt ordinances that establish standards, requirements and regulations for the licensing and permitting of commercial hemp activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State of California, or any of its departments or divisions, and incorporated herein by reference and shall be the minimum standards applicable in the City to all commercial hemp activity.

5.68.030. Hemp Cultivation and Commercial Hemp Activities Prohibited Unless Specifically Authorized by this Chapter.

Except as specifically authorized in this Chapter and Title 17 of this Municipal Code, the commercial cultivation, manufacturing, processing, storing, laboratory testing, labeling, delivery, distribution and transportation of hemp or hemp product and any other hemp-related operations are expressly prohibited in the City; provided however, such prohibition shall not apply to the retail sale of hemp and CBD products.

5.68.040. Compliance with Federal, State and Local Laws.

Owners and operators of commercial hemp businesses shall operate in a manner compliant with all applicable federal, state and local laws, and any regulations promulgated thereunder. Nothing in this Chapter shall be construed as authorizing any actions that violate federal, state, or local law with respect to the operation of a commercial hemp business.

5.68.050. Definitions.

A. For purposes of this Chapter, the following terms have the following meanings:

1. “Approved state plan” means a state plan for California that is approved pursuant to Section 297B of the federal Agricultural Marketing Act of 1946 (added by Section 10113 of the federal Agriculture Improvement Act of 2018 (Public Law 115-334)) and in effect.
2. “Board” means the California Industrial Hemp Advisory Board or its successor.
3. “CBD” means cannabidiol. Cannabidiol is a chemical in the Cannabis sativa L. plant. Over eighty (80) chemicals, known as cannabinoids, have been identified in the Cannabis sativa L. plant. While THC (defined below) is the major active ingredient in marijuana (also known as cannabis), cannabidiol is obtained from hemp (defined below), which contains only very small amounts of THC.
4. “Commercial hemp business” means any business or operation which engages in commercial hemp activity, excluding the retail sale of hemp or CBD products.
5. “Community Development Director” means the Community Development Director of the City of Hanford.
6. “Cultivar” means a variety of industrial hemp.
7. “Distributor” means a commercial business engaged in the distribution of hemp and hemp products.
8. “Hemp goods” are any products for commercial sales that are made from or derived from hemp, including oil extracted from the hemp plant.

9. “Hemp” or “industrial hemp” has the same meaning as that contained in Health and Safety Code Section 11018.5, i.e. a crop that is limited to types of the plant *Cannabis sativa* L. having no more than three-tenths of one percent (0.3%) of THC contained in: (i) the dried flowering tops, whether growing or not; (ii) the seeds of the plant; (iii) the resin extracted from any part of the plant; and (iv) every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin produced therefrom.

10. “Key participant” means a person or persons who have a direct or indirect financial interest in the entity producing hemp, such as an owner, a partner in a partnership, a shareholder in a corporation, or a member in a limited liability company. A key participant also includes: (i) a person in a corporate entity at executive levels including directors and officers; and (ii) officers and managers of a limited liability company. This term does not, however, include other employee management positions such as farm, field, or shift managers.

11. “Manufactured hemp” means raw hemp that has undergone a process whereby the raw agricultural product has been transformed into either a textile product (paper, fabric or rope) or a concentrate, compound, blend, infusion, extraction or other hemp derivative or hemp product.

12. “Operator” and “person” mean any business entity, including, without limitation, sole proprietor, partnership, limited liability company, corporation, joint venture, firm, association, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and the subsidiaries, affiliates, partners, employees, agents and contractors thereof.

13. “Premises” means any physical location or facility within the City’s boundaries at which a locally authorized hemp business shall operate.

14. “Processing” means activities limited to the trimming, drying, curing, grading, packaging, or labeling of hemp and non-manufactured hemp products.

15. “Retailer” or “hemp retailer” means a business engaged in retail hemp or CBD sales, which may include delivery of hemp or hemp products to customers.

16. “State license” means a permit or license issued by the State of California, or one of its departments or divisions, pursuant to state law governing industrial production of commercial hemp. A state license alone will not authorize the holder to operate a hemp business, as state law also requires a permit or other authorization issued by the City.

17. “THC” means delta-9 tetrahydrocannabinol. THC is a psychotropic substance and the major active ingredient in marijuana, containing intoxicating and other properties. It is also present in hemp in small amounts.

18. “Youth center” means any public or private facility that has a primary purpose of hosting recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or amusement parks. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic

activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or state parks. This definition shall not include any private martial arts, yoga, ballet, music or similar studio of this nature nor shall it include any private athletic training facility, restaurant, dentist office or doctor's office serving children. "Youth center" shall not include any facility at which youth recreational activities are merely ancillary to the facility's primary purpose.

5.68.060. Conditional Use Permit Required to Engage in Commercial Hemp Business.

A. No person may engage in any commercial hemp business or in any commercial hemp activity within the City, including cultivation, labeling, manufacturing, packaging, processing, laboratory testing, transporting, distribution, or wholesale sale of hemp or a hemp product unless the person: (1) applies for and successfully obtains a conditional use permit from the City pursuant to Chapter 17.80; (2) has a valid State of California Seller's Permit, if applicable; (3) is currently in compliance with all applicable state and local laws and regulations pertaining to the commercial hemp business and the commercial hemp activities, including the duty to obtain any required state licenses; and (4) satisfies other City and State of California requirements for the operation of a business, including, without limitation, obtaining and maintaining a City-issued business license and payment of applicable business license taxes.

B. No conditional use permit shall be issued for outdoor hemp cultivation, which is prohibited. It is a violation of this Chapter for any person to engage in any outdoor hemp cultivation of any kind.

5.68.070. Building Permits and Inspection.

As a condition precedent to the City's issuance of a conditional use permit pursuant to this Chapter, a commercial hemp business shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes, but is not limited to, obtaining any required building permit(s), Hanford Fire Department approvals, Kings County Health Department approvals and other zoning and land use permit(s) and approvals.

5.68.080. Right to Occupy and to Use Property.

As a condition precedent to the City's issuance of a conditional use permit, any person intending to open and to operate a commercial hemp business shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this Chapter and consents to the operation of the commercial hemp business on the owner's property.

5.68.090. Location and Design of Hemp Businesses.

Hemp businesses permitted to engage in operations in the City are subject to the following zoning and locational requirements:

A. Commercial hemp business operations must be zoned in accordance with Hanford Municipal Code 17.67 and must meet all of the requirements for development in these zones. The hemp businesses must also meet all of the following distance requirements:

1. It shall be no closer than six hundred (600) feet from any parcel in the City on which a use that is designated by Business and Professions Code 26054(b) as a sensitive use or any of the following uses:

a. A school providing instruction in kindergarten or any grades 1 through 12, (whether public, private, or charter, including pre-school, transitional kindergarten, and K-12);

b. A commercial daycare center licensed by the State, County or City or that is in existence at the time the license is issued, unless the State licensing authority specifies a different radius.

c. A youth center.

The distance measured shall be the distance measured in a straight line from the parcel on which the sensitive use exists to the closest property line of the lot on which the hemp business is will be. The existence of nearby uses shall be determined at the time a commercial hemp business permit application is submitted to the City.

2. It shall be no closer than two hundred fifty (250) feet of any residentially zoned parcel in the City, including any legal non-conforming residential uses as of the date a commercial hemp business's conditional use permit application is deemed complete. The distance between the hemp business and the residential parcel shall be measured in a straight line from the residential parcel to the closest property line of the lot on which the hemp business is will be. For purposes of this Chapter, properties that are zoned for mixed use shall not be considered residentially zoned.

3. The distance between parcels shall be the horizontal distance measured in a straight line from any property line of the sensitive use to the closest property line of the lot on which the commercial hemp business is to be located, without regard to any intervening structures. The distance requirements in this chapter shall only be applicable with respect to properties located in the City's limits, unless otherwise required by State law. The distance requirements shall not be applicable with respect to any property located outside the City limits.

B. Each proposed commercial hemp business shall:

1. Conform with the City's general plan, any applicable specific plans, master plans, and design requirements.

2. Comply with all applicable zoning and related development standards.

3. Be constructed in a manner consistent with the requirements of Section 5.68.130.I that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.

4. Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development under applicable legal authority.

5. Be served by streets adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.

6. Be provided with adequate electricity, sewerage, disposal, water, fire protection and storm drainage facilities for the intended purpose.

5.68.100. Limitations on City's Liability.

To the fullest extent permitted by law, the City shall not assume any liability whatsoever with respect to having issued a conditional use permit for a commercial hemp business or otherwise approving the operation of any commercial hemp business. As a condition to the approval of any conditional use permit, the applicant shall be required to meet all of the following conditions:

A. Execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the City's issuance of a conditional use permit, the City's decision to approve the operation of the commercial hemp business or activity, the process used by the City in making its decision, or the alleged violation of any federal, state or local laws by the commercial hemp business.

B. The City may elect to defend itself, with counsel of its choice, in legal proceedings involving the approval or issuance of a commercial hemp business permit. In such case, the applicant will, upon demand, reimburse the City for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City may pay as a result of the legal challenge related to the City's approval or issuance of the applicant's conditional use permit, or related to the City's approval of a commercial hemp activity. If the City elects to have the applicant defend the City in litigation, the City may, at its sole discretion, participate, at its own expense, in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

5.68.110. Records and Recordkeeping.

A. Each owner and operator of a commercial hemp business shall maintain current separate registers of the names and the contact information (including the name, address, and telephone number) of: (i) key participants; and (ii) employees, agents and volunteers employed or otherwise engaged by the commercial hemp business. The registers required by this subsection shall be

provided to the Community Development Director or his/her designee(s) upon a reasonable request.

B. Each commercial hemp business shall allow the City's officials to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted commercial hemp activities, for the purpose of conducting a compliance inspection or investigation. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated by the City. The City may require the materials to be submitted in an electronic format that is compatible with the City's software and hardware.

5.68.120. Security Requirements.

A. As a condition precedent to the City's issuance of a conditional use permit pursuant to this Chapter, a commercial hemp business shall submit to the City a security plan that is subject to the approval of the Chief of Police or his/her designee.

B. At a minimum, the security plan shall include sufficient security measures to deter and prevent the unauthorized entrance into areas containing hemp or hemp products, and to deter and prevent the theft of hemp or hemp products at the commercial hemp business. Except as may otherwise be determined by the Chief of Police or his/her designee(s), these security measures shall include all of the following:

1. Alarm systems including perimeter, fire alarms and Panic buttons/silent alarms are required and shall be approved by the Chief of Police.
2. Remote monitoring of alarm systems by licensed security professionals.
3. Perimeter lighting systems (including motion sensors) for after-hours security.
4. Professionally installed 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial hemp business which are open and accessible to the public, all interior spaces where hemp, cash or currency is being stored for any period of time on a regular basis and all interior spaces where diversion of hemp could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The commercial hemp business shall maintain video recordings for a minimum of forty-five (45) days and shall be made available to the Chief of Police or his/her designee(s) upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial hemp business and shall be capable of enlargement via projection or other means. Internet Protocol address information shall be provided to the Hanford Police Department by the commercial hemp business to facilitate remote monitoring of security cameras by the Department or its designee. The surveillance system shall have network security protocols that are certified by Underwriters Laboratories.

5. Professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services.

6. The premises shall have the ability to remain secure during a power outage.

7. Any bars installed on the windows or doors of the premises shall be installed only on the interior of the building.

C. As part of the application and permitting process, each commercial hemp business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all hemp, hemp products, and hazardous materials that may be used by the business.

D. Compliance with the foregoing requirements shall be verified by the Chief of Police or his/her designee prior to commencing business operations. The Chief of Police or his/her designee may supplement these security requirements once operations begin if necessary to protect public safety and welfare.

5.68.130. General Operating Requirements for Conditional Use Permits.

A. Commercial hemp businesses may operate only during the hours specified in the conditional use permit issued by the City.

B. No hemp or hemp products or graphics depicting hemp or hemp products shall be visible from the exterior of any property issued a conditional use permit, or on any of the vehicles owned or used as part of the commercial hemp business; provided however, words, such as “CBD” and “Hemp” are permitted on signage.

C. No outdoor storage of hemp or hemp products is permitted at any time.

D. Reporting and tracking of product and of gross sales. Each commercial hemp business shall have in place, as may be required by the state, a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial hemp business, including, but not limited to, hemp tracking, inventory data, gross sales (by weight and by sale) and other information which may be required by the state. Such information shall be provided by to the City promptly upon the City’s request, which the City shall utilize to confirm a commercial hemp business’s compliance with this Chapter.

E. All hemp and hemp products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with state and local regulations.

F. Hemp material and testing. All hemp processed at a commercial hemp business within the City shall be sourced from a lawful source in compliance with federal and state regulations. In addition, all hemp shall be tested for compliance with federal THC potency restrictions. Testing shall occur in a manner consistent with requirements established by the state.

G. Waste. All hemp waste will be properly disposed of in compliance with applicable laws. Any hemp, hemp extracts, or hemp products that exceed the threshold of THC concentration under the definition of hemp will follow a separate waste stream in compliance with state laws.

H. Emergency Contact. Prior to the commencement of operations, each commercial hemp business shall provide the Hanford Police Department with the name, telephone number (both land line and mobile, if available) of at least two on-site employees or key participants to whom emergency notice can be provided at any hour of the day. Commercial hemp businesses shall promptly provide updated contact information to the Hanford Police Department whenever a change in such information occurs.

I. Odor Control. Odor control devices and techniques shall be incorporated in all commercial hemp businesses to ensure that odors from hemp are not detectable off-site. Commercial hemp businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial hemp business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial hemp business. As such, commercial hemp businesses must install and maintain the following equipment, or any other equipment which the Community Development Director or his/her designee(s) determine is a more effective method or technology:

1. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; and

2. An air system that creates negative air pressure between the commercial hemp business's interior and exterior, so that the odors generated inside the commercial hemp business are not detectable on the outside of the commercial hemp business.

J. Display of City Business License. Each commercial hemp business shall post its city issued business license at its premises in a location readily visible to the public.

5.68.140. Operating Requirements for Store Front/Retail Facilities.

A. All hemp retailers are required to obtain a business license issued by the City.

B. Hemp retailers are expressly prohibited from accepting, selling, providing, storing or transporting any cannabis or cannabis products. Furthermore, in cases in which five percent (5%) or more of a retailer's business or gross receipts is derived from the sale of hemp in the form of CBD products, the retailer shall not cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the retailer's premises.

C. Prior to beginning operations, retailers must be in compliance with all state regulations governing the sales of hemp and hemp products.

5.68.150. Operating Requirements for a Cultivation Facility Operation.

- A. Outdoor hemp cultivation is prohibited.
- B. In no case shall hemp plants be visible from a public or private road, sidewalk, park, any common public viewing area, or adjacent property.
- C. Hemp cultivation shall be conducted in accordance with federal, state and local laws related to land use, grading, electricity, water usage, water quality, habitat protection, agricultural discharges, and similar matters.
- D. Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from all causes, including pests and rodents.
- E. The cultivation of hemp shall, at all times, occur in such a way as to: (i) ensure the health, safety, and welfare of the public, the employees working at the commercial hemp business, visitors to the area, neighboring properties, and the end users of the hemp being cultivated; (ii) protect the environment; (iii) ensure the security of the hemp being cultivated; and (iv) safeguard against the diversion of hemp.
- F. All applicants for a conditional use permit for cultivation shall submit the following in addition to the information generally otherwise required for a commercial hemp business:
 - 1. A description of a legal water source, and projected water use.
 - 2. Identification of the source of electrical power, projected electricity usage, and plan for compliance with applicable Building Codes and related codes.
 - 3. Plan for addressing odor and other potential public nuisances that may derive from the cultivation site.

5.68.160. Operating Requirements for Distributors.

- A. A distributor shall not store non-hemp goods or non-hemp accessories that are to be sold to another party on any permitted premises. Additionally, a distributor shall not distribute non-hemp goods or non-hemp accessories at its permitted premises. For the purposes of this section, non-hemp goods are any goods that are not derived from hemp.
- B. A distributor shall ensure that all hemp goods batches are stored separately and distinctly from other hemp goods batches on the distributor's premises.
- C. After taking physical possession of a hemp goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing. A key participant or an employee of the commercial hemp business shall be physically present to observe the laboratory employee

obtain the sample of hemp goods for testing and shall ensure that the increments are taken from throughout the batch. The distributor shall ensure that the batch size from which the sample is taken meets the requirements of state law, specifically the testing provisions within Section 81006, et seq., of the Food and Agriculture Code.

D. A distributor shall not transport hemp or hemp products to a permitted retail facility until and unless it has verified that the hemp or hemp products have been tested and certified by a testing lab as being in compliance with state health and safety requirements pursuant to Section 81006, et seq., of the Food and Agriculture Code.

5.68.170. Operating Requirements for Testing Labs.

A. Testing labs shall be required to conduct all testing in a manner compliant with state law, and as state law may be subsequently amended by the state plan for industrial hemp production.

B. Testing labs shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.

C. Testing labs shall destroy any harvest batch whose testing sample indicates non-compliance with state health and safety standards required by the Bureau of Cannabis Control unless remedial measures can bring the hemp or hemp products into compliance with quality standards as specified by law.

D. Except as provided by state law, a testing laboratory shall not acquire or receive hemp or hemp products except from a licensee in accordance with state law, and shall not distribute, sell, or dispense hemp, or hemp products, from its location or from the licensed premises from which the hemp or hemp products were acquired or received. All transfer or transportation shall be performed pursuant to the State specified chain of custody protocol.

5.68.180. Operating Requirements for Hemp Manufacturing: Edibles and Other Hemp Products; Sale or Distribution of Edible and Other Hemp Products.

A. Any compressed gases used in the manufacturing process shall not be stored on any property within the City in containers that exceeds the amount, including number of tanks, approved by the City's Fire Chief or his/her designee and authorized in the commercial hemp business permit.

B. Hemp manufacturing facilities may use heat, screens, presses, steam distillation, ice water, ethanol and other methods approved by the City to create manufactured hemp products. Except as expressly allowed by this Chapter, the use of solvents or gases in the manufacturing process is prohibited.

C. If an extraction process uses a professional grade closed loop CO₂ gas extraction system (that has been approved by the City of Hanford Fire Chief), every vessel must be certified by the

manufacturer for its safe use as referenced in Section 5.68.180.D. Closed loop systems for compressed gas extraction systems must be commercially manufactured and bear a permanently affixed and visible serial number.

D. Certification from an mechanical engineer licensed by the State of California, or by a certified industrial hygienist, must be provided to the Community Development Department for a professional grade closed loop system used by any commercial hemp manufacturer confirming that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:

1. The American Society of Mechanical Engineers (ASME);
2. American National Standards Institute (ANSI);
3. Underwriters Laboratories (UL); or
4. The American Society for Testing and Materials (ASTM).

E. Professional closed loop systems and any other equipment and facilities used for the extraction operation must be approved for their use by the City and meet any required fire, safety, and building code requirements specified in the California Building and Fire Codes.

F. Hemp manufacturing facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol shall be removed from the extract in a manner to recapture it and ensure that it is not vented into the atmosphere.

G. Hemp manufacturing facilities creating hemp extracts must develop and obtain the City's approval of standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.

H. Any person using solvents or gases in a closed looped system to create hemp extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets, and must handle and store the solvents and gases safely.

I. Solvent and gas concentrations in finished extract cannot exceed state standards when quality assurance tested.

5.68.190. Fees Deemed Debt to the City of Hanford.

The amount of any fee, cost, charge, or penalty imposed pursuant to this Chapter shall be deemed a debt to the City that is recoverable via an administrative process authorized by the City Council or proceedings pursued through any court of competent jurisdiction.

5.68.200. Key Participant Responsible for Violations.

The key participant of a commercial hemp business shall be responsible for all violations of the laws of the State of California and of the regulations and/or the ordinances of the City, whether committed by the key participant or any employee or agent of the commercial hemp business, which violations occur in or about the premises of the commercial hemp business or in the conduct of the commercial hemp business's operations, and whether or not said violations occur within the key participants presence.

5.68.210. Inspection and Enforcement.

A. Subject to applicable state and federal laws, the City Manager or his/her designee(s) charged with enforcing the provisions of the Hanford Municipal Code, or any provision thereof, may enter the location of a commercial hemp business at any time, without notice, and inspect the location of any commercial hemp business as well as any recordings and records required to be maintained pursuant to this Chapter or under applicable provisions of state law.

B. It is unlawful for any person having responsibility over the operation of a commercial hemp business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a commercial hemp business under this Chapter or under state law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial hemp business under this Chapter or under state law.

C. Subject to applicable state and federal laws the City Manager or his/her designee(s) charged with enforcing the provisions of this Chapter may enter the location of a commercial hemp business at any time during the hours of operation and without notice to obtain samples of the hemp to test for public safety purposes. Any samples obtained by the City of Hanford shall be logged, recorded, and maintained in accordance with procedures established by the state and the City.

5.68.220. Appeals.

Unless specifically provided elsewhere to the contrary, an appeal of a City decision or action occurring under this Chapter shall be conducted as prescribed hereinafter.

5.68.230. Written Request for Appeal.

A. Within ten (10) calendar days after the date of a decision or action of a City official occurring pursuant to this Chapter, an aggrieved party may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision or action was not proper.

B. At the time of filing, the appellant shall pay the designated appeal fee, established by resolution of the City Council from time to time.

5.68.240. Appeal Hearing Process.

- A. Upon receipt of the written appeal, the City Clerk shall set the matter for a hearing before the City Council or its designee. The City Council or its designee shall hear the matter de novo.
- B. The appeal shall be held within a reasonable time after date of filing, but in no event later than ninety (90) days from the date on which the appeal is filed. The City shall notify the appellant of the time and location at least ten (10) days prior to the date of the hearing.
- C. At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing.
- D. The failure of any appealing party to appear at the appeal hearing shall constitute a failure to exhaust his/her/its/their administrative remedies.
- E. The hearing body shall have the authority to uphold, vacate, or modify the decision or action that was appealed.
- F. Following the appeal hearing, an aggrieved party may seek judicial review of the City Council's or its designee's appeal decision by filing a complaint with the Superior Court of Kings County, California during the period identified by California Code of Civil Procedure Section 1094.6, as may be amended.

5.68.250. Violations declared a public nuisance.

Each and every violation of the provisions of this Chapter is hereby deemed unlawful and a public nuisance per se. The nuisance abatement remedies and procedures identified in Chapter 17.94, which is incorporated herein by reference, shall apply to nuisances existing under this Chapter 5.68.

5.68.260. Each violation a separate offense.

Each and every violation of this Chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of Hanford or by state law. Each day a violation is committed or permitted to continue shall constitute a separate violation. Additionally, as a nuisance per se: (i) any violation of this Chapter shall be subject to injunctive relief; and (ii) the City will be entitled to disgorgement of any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the commercial hemp business or persons related to, or associated with, the commercial hemp activity.

5.68.270. Criminal Penalties.

Each and every violation of the provisions of this Chapter may, in the discretion of the District Attorney, be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000) or imprisonment in the County jail for a period of not more than twelve (12) months, or by both such fine and imprisonment.

5.68.280. Administrative Remedies and Costs.

In addition to any other remedy available at law, an administrative citation may be issued to any person or entity who violates this Chapter.

A. Issuance of Citation.

1. Whenever the Chief of Police, his/her designee, or a City code enforcement officer determines that a violation of this Chapter has occurred, the Chief of Police, his/her designee, or a City code enforcement officer shall have the authority to issue an administrative citation to any person or entity responsible for the violation.

2. Each administrative citation shall contain the following information:

- a. The date of the violation or, if the date of the violation is unknown, then the date the violation is identified;
- b. The address or a definite description of the location where the violation occurred;
- c. The section of this Chapter that was violated and a description of the violation;
- d. The amount of the fine for the violation;
- e. A description of the fine payment process, including a description of the time within which and the place at which the fine shall be paid;
- f. An order prohibiting the continuation or repeated occurrence of the code violation described in the administrative citation;
- g. A description of the administrative citation review process, including the time within which the administrative citation may be contested and the place from which a request for hearing form to contest the administrative citation may be obtained; and
- h. The name and signature of the individual issuing the citation.

B. Amount of Fines.

1. The amounts of the administrative citation fines for violations of this Chapter shall be set forth in a schedule of fines established by resolution of the City Council.

2. The schedule of fines shall specify any increased fines for repeat violations of the same code provision by the same person or entity.

C. Payment of Fines.

1. Fines shall be paid to the City within thirty (30) days from the date of the administrative citation.

2. Any administrative citation fine paid shall be refunded if it is determined, after an appeal hearing, that a person or entity charged in the administrative citation was not responsible for the violation or that there was no violation as charged in the citation.

3. Payment of a fine under this Chapter shall not excuse, discharge, or permit any continuation or repeated occurrence of the code violation that is the subject of the administrative citation.

D. Hearing Request.

1. Any recipient of an administrative citation may appeal the citation by submitting a written request for hearing to the City Clerk or designee within thirty (30) days from the date of the administrative citation, together with an advance deposit of the fine and appeal fee.

2. If the Chief of Police, his/her designee, or a code enforcement officer submits an additional written report concerning the administrative citation to the hearing body, then a copy of such report shall be served on the person requesting the hearing at least five (5) days prior to the date of the hearing.

G. Hearing Procedure.

1. The appeal procedures described in Section 5.68.170 shall apply to appeals involving administrative citations.

2. No hearing to contest an administrative citation shall be held unless the fine has been deposited with the city in advance.

3. At the hearing, the party contesting the administrative citation shall be given the opportunity to testify and to present evidence concerning the administrative citation.

4. The administrative citation and any additional report submitted by the Chief of Police, his/her designee, or a code enforcement officer shall constitute prima facie evidence of the respective facts contained in those documents.

5. The hearing body may continue the hearing and request additional information from the Chief of Police, his/her designee, code enforcement officer, or the recipient of the administrative citation prior to issuing a written decision.

H. Hearing Body's Decision.

1. After considering all of the testimony and evidence submitted at the hearing, the hearing body shall issue a written decision to uphold, modify, or cancel the administrative citation and shall list in the decision the reasons for the decision. The decision of the hearing body shall be final.

2. If the hearing body determines that the administrative citation should be upheld, then the fine amount on deposit with the City shall be retained by the City.

3. If the hearing body determines that the administrative citation should be canceled, then the City shall promptly refund the amount of the deposited fine.

4. If the hearing body determines that the fine levied under the administrative citation should be adjusted, then the City will promptly refund the amount of the deposited fine that exceeds the amount fixed by the hearing body or the recipient of the administrative citation will promptly pay to the City an additional amount fixed by the hearing body if the body finds that the fine assessed under the administrative citation to be insufficient.

5. The recipient of the administrative citation shall be served with a copy of the hearing body's written decision.

I. Late Payment Charges. Any person or entity who fails to pay to the City any fine imposed or amount owed pursuant to the provisions of this Chapter on or before the date that the fine or amount is due shall also be liable for a late payment charge equal to ten percent (10%) of the unpaid amount, and interest shall accrue thereafter at a rate of one and one-half percent (1.5%) per month on the unpaid fine; provided however, the additional penalty and/or interest shall not apply if collection of the same by the City would violate state law.

J. Recovery of Administrative Citation Fines and Costs. Any person or entity who violates this Chapter shall be responsible for the enforcement costs incurred by the City with respect to such violation. The City may collect any past due administrative citation fines, enforcement and collection costs, and late payment charges by use of all available legal means, including, without limitation, the lien procedures identified in Sections 17.94.180 and 17.94.190 of this Code, which are incorporated herein by reference. Collection costs shall be in addition to any interest and/or late charges imposed upon the delinquent obligation and shall be added to and become a part of the underlying obligation. Any partial payment of an obligation, when a partial payment is permitted, will be applied first to the principal amount of the underlying obligation, then to any penalties, and then to interest.

K. Right to Judicial Review. Any person or entity aggrieved by a decision of the hearing body on an administrative citation may obtain review of the decision by filing a petition for review with the Superior Court for Kings County, California in accordance with the timelines and provisions set forth in California [Government Code](#) Section 53069.4, as may be amended.

L. Notices. The administrative citation and all notices required to be given by this Chapter shall be served by personal delivery thereof to the person or entity to be notified or by deposit in the United States mail, certified mail with return receipt requested, addressed to such

person to be notified at his/her/its last-known address as the same appears in the public records or other records pertaining to the matter to which such notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the mail

5.68.290. Remedies cumulative and not exclusive.

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided in law or equity.

Exhibit B – Additions to Title 17

CHAPTER 17.67

COMMERCIAL HEMP-RELATED USE AND ACTIVITY

- 17.67.010 Purpose and Intent
- 17.67.020. Definitions
- 17.67.030 Location of hemp retailers and commercial hemp businesses.

17.67.010. Purpose and Intent.

The purpose of this chapter is to further fulfill the purposes and intents set forth in Chapter 5.68 of the Hanford Municipal Code. No person shall operate a commercial hemp business without first obtaining a conditional use permit and complying with all the requirements of Chapter 5.68 of the Hanford Municipal Code and complying with all applicable State law requirements.

17.67.020. Definitions

Unless otherwise provided herein, the terms used in this chapter shall have the meanings ascribed to them in Chapter 5.68 of the Hanford Municipal Code.

17.67.030. Location of hemp retailers and commercial hemp businesses.

A. In cases in which five percent (5%) or more of a retailer's business or gross receipts is derived from the sale of hemp in the form of CBD products, such retailers will be a permitted use only in Service Commercial (C-S), Highway Commercial (C-H), Corridor Mixed Use (MX-C), and Downtown Mixed Use (MX-D) zone districts and shall be a conditional use only in Regional Commercial (C-R) zone districts. In cases in which less than five percent (5%) of a retailer's business or gross receipts is derived from the sale of hemp in the form of CBD products, such retailers shall be allowed in zone districts as other retail uses in accordance with Section 17.08.030.

B. Commercial hemp businesses shall be permitted only in Heavy Industrial (I-H) and Light Industrial (I-L) zone districts.

C. Section 17.08.030 is amended in the manner reflected in the attached Attachment 1, which is incorporated by reference, to add commercial hemp businesses and hemp retailers.

Attachment 1
17.08.030

Commercial, Office, and Industrial Use Table																
P = Use is Permitted by Right C = Use Requires Conditional Use Permit A = Use Requires Administrative Use Permit T = Use Requires Temporary Use Permit Blank = Use is Not Allowed																
Land Uses		Commercial Zones				Mixed Use Zones			Industrial and Office Zones				Other Zones			
		C-N	C-R	C-S	C-H	MX-N	MX-C	MX-D	O-R	O	I-L	I-H	AP	PF	CO	Specific Land Use Standards (See identified Section)
D12	Commercial hemp business (e.g., cultivation, manufacture, distribution, transportation, and lab testing)										C	C				See Chapters 5.68 and 17.67

Commercial, Office, and Industrial Use Table																
P = Use is Permitted by Right C = Use Requires Conditional Use Permit A = Use Requires Administrative Use Permit T = Use Requires Temporary Use Permit Blank = Use is Not Allowed																
Land Uses		Commercial Zones				Mixed Use Zones			Industrial and Office Zones				Other Zones			Specific Land Use Standards (See identified Section)
		C-N	C-R	C-S	C-H	MX-N	MX-C	MX-D	O-R	O	I-L	I-H	AP	PF	CO	
I33	Hemp retailer (5% or more of a retailer’s business or gross receipts is derived from CBD sales)		C	P	P		P	P								See Chapters 5.68 and 17.67

CHAPTER 5.68

STANDARDS AND REGULATIONS FOR COMMERCIAL HEMP ACTIVITY

- 5.68.010 Purpose and Intent.**
- 5.68.020 Legal Authority.**
- 5.68.030 Hemp Cultivation and Commercial Hemp Activities Prohibited Unless Specifically Authorized by this Chapter.**
- 5.68.040 Compliance with Federal, State and Local Laws.**
- 5.68.050 Definitions.**
- 5.68.060 Conditional Use Permit Required to Engage in Commercial Hemp Business.**
- 5.68.070 Building Permits and Inspection.**
- 5.68.080 Right to Occupy and to Use Property.**
- 5.68.090 Location and Design of Hemp Businesses.**
- 5.68.100 Limitations on City's Liability.**
- 5.68.110 Records and Recordkeeping.**
- 5.68.120 Security Requirements.**
- 5.68.130 General Operating Requirements for Conditional Use Permits.**
- 5.68.140 Operating Requirements for Store Front/Retail Facilities.**
- 5.68.150 Operating Requirements for a Cultivation Facility Operation.**
- 5.68.160 Operating Requirements for Distributors.**
- 5.68.170 Operating Requirements for Testing Labs.**
- 5.68.180 Operating Requirements for Hemp Manufacturing; Edibles and Other Hemp Products; Sale or Distribution of Edible and Other Hemp Products.**
- 5.68.190 Fees Deemed Debt to the City of Hanford.**
- 5.68.200 Key Participant Responsible for Violations.**
- 5.68.210 Inspection and Enforcement.**
- 5.68.220 Appeals.**
- 5.68.230 Written Request for Appeal.**
- 5.68.240 Appeal Hearing Process.**
- 5.68.250 Violations Declared a Public Nuisance.**
- 5.68.260 Each Violation a Separate Offense.**
- 5.68.270 Criminal Penalties.**
- 5.68.280 Administrative Remedies and Costs.**
- 5.68.290 Remedies Cumulative and Not Exclusive.**

5.68.010. Purpose and Intent.

A. It is the purpose and intent of this Chapter to implement the provisions of Senate Bill 531, the Industrial Hemp Act of 2019, which brings California into conformity with the Federal Agricultural Improvement Act of 2018 (Public Law 115-334), also known as the 2018 Federal Farm Bill. The 2018 Federal Farm Bill ended decades of restrictive federal law with respect to hemp by removing it from the list of federally prohibited Schedule 1 substances and transferring federal oversight of hemp production from the U.S. Drug Enforcement Agency to the Agricultural Marketing Service within the U.S. Department of Agriculture.

B. With the Industrial Hemp Act of 2019, the California Legislature signaled its intent to allow large-scale industrial production of hemp by directing the Secretary of the California Department of Food and Agriculture to craft a state plan for such production, in consultation with the Governor and the Attorney General, and to submit that plan to the U.S. Secretary of Agriculture by May of 2020. At a minimum, this plan will include a scheme for licensing and registration of industrial hemp businesses within the State of California. The purpose of this Chapter is to complement the state plan by establishing a local regulatory scheme to work in concert with that to be established at the state level.

C. Hemp, a close genetic relative to cannabis, is indistinguishable in appearance from cannabis and produces an identical odor, although it contains significantly lower concentrations of the psychotropic substance THC and therefore is of little value as a recreational drug. The odor of hemp triggers nuisance concerns, however, and nuisance prevention and abatement are within the purview of local governments.

D. In addition, there is strong and growing commercial interest in the industrial production of CBD oil from the hemp plant, intended for human consumption. The intent of this Chapter is to provide a scheme for local regulation to address potential nuisance conditions that may arise from hemp cultivation and other commercial activities, and to protect public health and safety by creating a local regulatory scheme to enforce state law with respect to hemp products manufactured for human consumption.

E. The provisions of this Chapter are in addition to any other permits, licenses and approvals which may be required to conduct business in the City, and are in addition to any permits, licenses and approval required under federal, state, City, or other laws.

5.68.020. Legal Authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, and the Industrial Hemp Act of 2019, as well as any subsequent state legislation and/or regulations implementing same, the City is authorized to adopt ordinances that establish standards, requirements and regulations for the licensing and permitting of commercial hemp activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State of California, or any of its departments or divisions, and incorporated herein by reference and shall be the minimum standards applicable in the City to all commercial hemp activity.

5.68.030. Hemp Cultivation and Commercial Hemp Activities Prohibited Unless Specifically Authorized by this Chapter.

Except as specifically authorized in this Chapter and Title 17 of this Municipal Code, the commercial cultivation, manufacturing, processing, storing, laboratory testing, labeling, delivery, distribution and transportation of hemp or hemp product and any other hemp-related operations are expressly prohibited in the City; provided however, such prohibition shall not apply to the retail sale of hemp and CBD products.

5.68.040. Compliance with Federal, State and Local Laws.

Owners and operators of commercial hemp businesses shall operate in a manner compliant with all applicable federal, state and local laws, and any regulations promulgated thereunder. Nothing in this Chapter shall be construed as authorizing any actions that violate federal, state, or local law with respect to the operation of a commercial hemp business.

5.68.050. Definitions.

A. For purposes of this Chapter, the following terms have the following meanings:

1. "Approved state plan" means a state plan for California that is approved pursuant to Section 297B of the federal Agricultural Marketing Act of 1946 (added by Section 10113 of the federal Agriculture Improvement Act of 2018 (Public Law 115-334)) and in effect.
2. "Board" means the California Industrial Hemp Advisory Board or its successor.
3. "CBD" means cannabidiol. Cannabidiol is a chemical in the Cannabis sativa L. plant. Over eighty (80) chemicals, known as cannabinoids, have been identified in the Cannabis sativa L. plant. While THC (defined below) is the major active ingredient in marijuana (also known as cannabis), cannabidiol is obtained from hemp (defined below), which contains only very small amounts of THC.
4. "Commercial hemp business" means any business or operation which engages in commercial hemp activity, excluding the retail sale of hemp or CBD products.
5. "Community Development Director" means the Community Development Director of the City of Hanford.
6. "Cultivar" means a variety of industrial hemp.
7. "Distributor" means a commercial business engaged in the distribution of hemp and hemp products.
8. "Hemp goods" are any products for commercial sales that are made from or derived from hemp, including oil extracted from the hemp plant.

9. “Hemp” or “industrial hemp” has the same meaning as that contained in Health and Safety Code Section 11018.5, i.e. a crop that is limited to types of the plant *Cannabis sativa* L. having no more than three-tenths of one percent (0.3%) of THC contained in: (i) the dried flowering tops, whether growing or not; (ii) the seeds of the plant; (iii) the resin extracted from any part of the plant; and (iv) every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin produced therefrom.

10. “Key participant” means a person or persons who have a direct or indirect financial interest in the entity producing hemp, such as an owner, a partner in a partnership, a shareholder in a corporation, or a member in a limited liability company. A key participant also includes: (i) a person in a corporate entity at executive levels including directors and officers; and (ii) officers and managers of a limited liability company. This term does not, however, include other employee management positions such as farm, field, or shift managers.

11. “Manufactured hemp” means raw hemp that has undergone a process whereby the raw agricultural product has been transformed into either a textile product (paper, fabric or rope) or a concentrate, compound, blend, infusion, extraction or other hemp derivative or hemp product.

12. “Operator” and “person” mean any business entity, including, without limitation, sole proprietor, partnership, limited liability company, corporation, joint venture, firm, association, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and the subsidiaries, affiliates, partners, employees, agents and contractors thereof.

13. “Premises” means any physical location or facility within the City’s boundaries at which a locally authorized hemp business shall operate.

14. “Processing” means activities limited to the trimming, drying, curing, grading, packaging, or labeling of hemp and non-manufactured hemp products.

15. “Retailer” or “hemp retailer” means a business engaged in retail hemp or CBD sales, which may include delivery of hemp or hemp products to customers.

16. “State license” means a permit or license issued by the State of California, or one of its departments or divisions, pursuant to state law governing industrial production of commercial hemp. A state license alone will not authorize the holder to operate a hemp business, as state law also requires a permit or other authorization issued by the City.

17. “THC” means delta-9 tetrahydrocannabinol. THC is a psychotropic substance and the major active ingredient in marijuana, containing intoxicating and other properties. It is also present in hemp in small amounts.

18. “Youth center” means any public or private facility that has a primary purpose of hosting recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or amusement parks. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic

activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or state parks. This definition shall not include any private martial arts, yoga, ballet, music or similar studio of this nature nor shall it include any private athletic training facility, restaurant, dentist office or doctor's office serving children. "Youth center" shall not include any facility at which youth recreational activities are merely ancillary to the facility's primary purpose.

5.68.060. Conditional Use Permit Required to Engage in Commercial Hemp Business.

A. No person may engage in any commercial hemp business or in any commercial hemp activity within the City, including cultivation, labeling, manufacturing, packaging, processing, laboratory testing, transporting, distribution, or wholesale sale of hemp or a hemp product unless the person: (1) applies for and successfully obtains a conditional use permit from the City pursuant to Chapter 17.80; (2) has a valid State of California Seller's Permit, if applicable; (3) is currently in compliance with all applicable state and local laws and regulations pertaining to the commercial hemp business and the commercial hemp activities, including the duty to obtain any required state licenses; and (4) satisfies other City and State of California requirements for the operation of a business, including, without limitation, obtaining and maintaining a City-issued business license and payment of applicable business license taxes.

B. No conditional use permit shall be issued for outdoor hemp cultivation, which is prohibited. It is a violation of this Chapter for any person to engage in any outdoor hemp cultivation of any kind.

5.68.070. Building Permits and Inspection.

As a condition precedent to the City's issuance of a conditional use permit pursuant to this Chapter, a commercial hemp business shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes, but is not limited to, obtaining any required building permit(s), Hanford Fire Department approvals, Kings County Health Department approvals and other zoning and land use permit(s) and approvals.

5.68.080. Right to Occupy and to Use Property.

As a condition precedent to the City's issuance of a conditional use permit, any person intending to open and to operate a commercial hemp business shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this Chapter and consents to the operation of the commercial hemp business on the owner's property.

5.68.090. Location and Design of Hemp Businesses.

Hemp businesses permitted to engage in operations in the City are subject to the following zoning and locational requirements:

A. Commercial hemp business operations must be zoned in accordance with Hanford Municipal Code 17.67 and must meet all of the requirements for development in these zones. The hemp businesses must also meet all of the following distance requirements:

1. It shall be no closer than six hundred (600) feet from any parcel in the City on which a use that is designated by Business and Professions Code 26054(b) as a sensitive use or any of the following uses:

a. A school providing instruction in kindergarten or any grades 1 through 12, (whether public, private, or charter, including pre-school, transitional kindergarten, and K-12);

b. A commercial daycare center licensed by the State, County or City or that is in existence at the time the license is issued, unless the State licensing authority specifies a different radius.

c. A youth center.

The distance measured shall be the distance measured in a straight line from the parcel on which the sensitive use exists to the closest property line of the lot on which the hemp business is will be. The existence of nearby uses shall be determined at the time a commercial hemp business permit application is submitted to the City.

2. It shall be no closer than two hundred fifty (250) feet of any residentially zoned parcel in the City, including any legal non-conforming residential uses as of the date a commercial hemp business's conditional use permit application is deemed complete. The distance between the hemp business and the residential parcel shall be measured in a straight line from the residential parcel to the closest property line of the lot on which the hemp business is will be. For purposes of this Chapter, properties that are zoned for mixed use shall not be considered residentially zoned.

3. The distance between parcels shall be the horizontal distance measured in a straight line from any property line of the sensitive use to the closest property line of the lot on which the commercial hemp business is to be located, without regard to any intervening structures. The distance requirements in this chapter shall only be applicable with respect to properties located in the City's limits, unless otherwise required by State law. The distance requirements shall not be applicable with respect to any property located outside the City limits.

B. Each proposed commercial hemp business shall:

1. Conform with the City's general plan, any applicable specific plans, master plans, and design requirements.

2. Comply with all applicable zoning and related development standards.

3. Be constructed in a manner consistent with the requirements of Section 5.68.130.I that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.

4. Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development under applicable legal authority.

5. Be served by streets adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.

6. Be provided with adequate electricity, sewerage, disposal, water, fire protection and storm drainage facilities for the intended purpose.

5.68.100. Limitations on City's Liability.

To the fullest extent permitted by law, the City shall not assume any liability whatsoever with respect to having issued a conditional use permit for a commercial hemp business or otherwise approving the operation of any commercial hemp business. As a condition to the approval of any conditional use permit, the applicant shall be required to meet all of the following conditions:

A. Execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the City's issuance of a conditional use permit, the City's decision to approve the operation of the commercial hemp business or activity, the process used by the City in making its decision, or the alleged violation of any federal, state or local laws by the commercial hemp business.

B. The City may elect to defend itself, with counsel of its choice, in legal proceedings involving the approval or issuance of a commercial hemp business permit. In such case, the applicant will, upon demand, reimburse the City for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City may pay as a result of the legal challenge related to the City's approval or issuance of the applicant's conditional use permit, or related to the City's approval of a commercial hemp activity. If the City elects to have the applicant defend the City in litigation, the City may, at its sole discretion, participate, at its own expense, in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

5.68.110. Records and Recordkeeping.

A. Each owner and operator of a commercial hemp business shall maintain current separate registers of the names and the contact information (including the name, address, and telephone number) of: (i) key participants; and (ii) employees, agents and volunteers employed or otherwise engaged by the commercial hemp business. The registers required by this subsection shall be

provided to the Community Development Director or his/her designee(s) upon a reasonable request.

B. Each commercial hemp business shall allow the City's officials to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted commercial hemp activities, for the purpose of conducting a compliance inspection or investigation. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated by the City. The City may require the materials to be submitted in an electronic format that is compatible with the City's software and hardware.

5.68.120. Security Requirements.

A. As a condition precedent to the City's issuance of a conditional use permit pursuant to this Chapter, a commercial hemp business shall submit to the City a security plan that is subject to the approval of the Chief of Police or his/her designee.

B. At a minimum, the security plan shall include sufficient security measures to deter and prevent the unauthorized entrance into areas containing hemp or hemp products, and to deter and prevent the theft of hemp or hemp products at the commercial hemp business. Except as may otherwise be determined by the Chief of Police or his/her designee(s), these security measures shall include all of the following:

1. Alarm systems including perimeter, fire alarms and Panic buttons/silent alarms are required and shall be approved by the Chief of Police.
2. Remote monitoring of alarm systems by licensed security professionals.
3. Perimeter lighting systems (including motion sensors) for after-hours security.
4. Professionally installed 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial hemp business which are open and accessible to the public, all interior spaces where hemp, cash or currency is being stored for any period of time on a regular basis and all interior spaces where diversion of hemp could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The commercial hemp business shall maintain video recordings for a minimum of forty-five (45) days and shall be made available to the Chief of Police or his/her designee(s) upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial hemp business and shall be capable of enlargement via projection or other means. Internet Protocol address information shall be provided to the Hanford Police Department by the commercial hemp business to facilitate remote monitoring of security cameras by the Department or its designee. The surveillance system shall have network security protocols that are certified by Underwriters Laboratories.

5. Professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services.

6. The premises shall have the ability to remain secure during a power outage.

7. Any bars installed on the windows or doors of the premises shall be installed only on the interior of the building.

C. As part of the application and permitting process, each commercial hemp business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all hemp, hemp products, and hazardous materials that may be used by the business.

D. Compliance with the foregoing requirements shall be verified by the Chief of Police or his/her designee prior to commencing business operations. The Chief of Police or his/her designee may supplement these security requirements once operations begin if necessary to protect public safety and welfare.

5.68.130. General Operating Requirements for Conditional Use Permits.

A. Commercial hemp businesses may operate only during the hours specified in the conditional use permit issued by the City.

B. No hemp or hemp products or graphics depicting hemp or hemp products shall be visible from the exterior of any property issued a conditional use permit, or on any of the vehicles owned or used as part of the commercial hemp business; provided however, words, such as “CBD” and “Hemp” are permitted on signage.

C. No outdoor storage of hemp or hemp products is permitted at any time.

D. Reporting and tracking of product and of gross sales. Each commercial hemp business shall have in place, as may be required by the state, a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial hemp business, including, but not limited to, hemp tracking, inventory data, gross sales (by weight and by sale) and other information which may be required by the state. Such information shall be provided by to the City promptly upon the City’s request, which the City shall utilize to confirm a commercial hemp business’s compliance with this Chapter.

E. All hemp and hemp products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with state and local regulations.

F. Hemp material and testing. All hemp processed at a commercial hemp business within the City shall be sourced from a lawful source in compliance with federal and state regulations. In addition, all hemp shall be tested for compliance with federal THC potency restrictions. Testing shall occur in a manner consistent with requirements established by the state.

G. Waste. All hemp waste will be properly disposed of in compliance with applicable laws. Any hemp, hemp extracts, or hemp products that exceed the threshold of THC concentration under the definition of hemp will follow a separate waste stream in compliance with state laws.

H. Emergency Contact. Prior to the commencement of operations, each commercial hemp business shall provide the Hanford Police Department with the name, telephone number (both land line and mobile, if available) of at least two on-site employees or key participants to whom emergency notice can be provided at any hour of the day. Commercial hemp businesses shall promptly provide updated contact information to the Hanford Police Department whenever a change in such information occurs.

I. Odor Control. Odor control devices and techniques shall be incorporated in all commercial hemp businesses to ensure that odors from hemp are not detectable off-site. Commercial hemp businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial hemp business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial hemp business. As such, commercial hemp businesses must install and maintain the following equipment, or any other equipment which the Community Development Director or his/her designee(s) determine is a more effective method or technology:

1. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; and

2. An air system that creates negative air pressure between the commercial hemp business's interior and exterior, so that the odors generated inside the commercial hemp business are not detectable on the outside of the commercial hemp business.

J. Display of City Business License. Each commercial hemp business shall post its city issued business license at its premises in a location readily visible to the public.

5.68.140. Operating Requirements for Store Front/Retail Facilities.

A. All hemp retailers are required to obtain a business license issued by the City.

B. Hemp retailers are expressly prohibited from accepting, selling, providing, storing or transporting any cannabis or cannabis products. Furthermore, in cases in which five percent (5%) or more of a retailer's business or gross receipts is derived from the sale of hemp in the form of CBD products, the retailer shall not cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the retailer's premises.

C. Prior to beginning operations, retailers must be in compliance with all state regulations governing the sales of hemp and hemp products.

5.68.150. Operating Requirements for a Cultivation Facility Operation.

- A. Outdoor hemp cultivation is prohibited.
- B. In no case shall hemp plants be visible from a public or private road, sidewalk, park, any common public viewing area, or adjacent property.
- C. Hemp cultivation shall be conducted in accordance with federal, state and local laws related to land use, grading, electricity, water usage, water quality, habitat protection, agricultural discharges, and similar matters.
- D. Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from all causes, including pests and rodents.
- E. The cultivation of hemp shall, at all times, occur in such a way as to: (i) ensure the health, safety, and welfare of the public, the employees working at the commercial hemp business, visitors to the area, neighboring properties, and the end users of the hemp being cultivated; (ii) protect the environment; (iii) ensure the security of the hemp being cultivated; and (iv) safeguard against the diversion of hemp.
- F. All applicants for a conditional use permit for cultivation shall submit the following in addition to the information generally otherwise required for a commercial hemp business:
 - 1. A description of a legal water source, and projected water use.
 - 2. Identification of the source of electrical power, projected electricity usage, and plan for compliance with applicable Building Codes and related codes.
 - 3. Plan for addressing odor and other potential public nuisances that may derive from the cultivation site.

5.68.160. Operating Requirements for Distributors.

- A. A distributor shall not store non-hemp goods or non-hemp accessories that are to be sold to another party on any permitted premises. Additionally, a distributor shall not distribute non-hemp goods or non-hemp accessories at its permitted premises. For the purposes of this section, non-hemp goods are any goods that are not derived from hemp.
- B. A distributor shall ensure that all hemp goods batches are stored separately and distinctly from other hemp goods batches on the distributor's premises.
- C. After taking physical possession of a hemp goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing. A key participant or an employee of the commercial hemp business shall be physically present to observe the laboratory employee

obtain the sample of hemp goods for testing and shall ensure that the increments are taken from throughout the batch. The distributor shall ensure that the batch size from which the sample is taken meets the requirements of state law, specifically the testing provisions within Section 81006, et seq., of the Food and Agriculture Code.

D. A distributor shall not transport hemp or hemp products to a permitted retail facility until and unless it has verified that the hemp or hemp products have been tested and certified by a testing lab as being in compliance with state health and safety requirements pursuant to Section 81006, et seq., of the Food and Agriculture Code.

5.68.170. Operating Requirements for Testing Labs.

A. Testing labs shall be required to conduct all testing in a manner compliant with state law, and as state law may be subsequently amended by the state plan for industrial hemp production.

B. Testing labs shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.

C. Testing labs shall destroy any harvest batch whose testing sample indicates non-compliance with state health and safety standards required by the Bureau of Cannabis Control unless remedial measures can bring the hemp or hemp products into compliance with quality standards as specified by law.

D. Except as provided by state law, a testing laboratory shall not acquire or receive hemp or hemp products except from a licensee in accordance with state law, and shall not distribute, sell, or dispense hemp, or hemp products, from its location or from the licensed premises from which the hemp or hemp products were acquired or received. All transfer or transportation shall be performed pursuant to the State specified chain of custody protocol.

5.68.180. Operating Requirements for Hemp Manufacturing: Edibles and Other Hemp Products; Sale or Distribution of Edible and Other Hemp Products.

A. Any compressed gases used in the manufacturing process shall not be stored on any property within the City in containers that exceeds the amount, including number of tanks, approved by the City's Fire Chief or his/her designee and authorized in the commercial hemp business permit.

B. Hemp manufacturing facilities may use heat, screens, presses, steam distillation, ice water, ethanol and other methods approved by the City to create manufactured hemp products. Except as expressly allowed by this Chapter, the use of solvents or gases in the manufacturing process is prohibited.

C. If an extraction process uses a professional grade closed loop CO₂ gas extraction system (that has been approved by the City of Hanford Fire Chief), every vessel must be certified by the

manufacturer for its safe use as referenced in Section 5.68.180.D. Closed loop systems for compressed gas extraction systems must be commercially manufactured and bear a permanently affixed and visible serial number.

D. Certification from an mechanical engineer licensed by the State of California, or by a certified industrial hygienist, must be provided to the Community Development Department for a professional grade closed loop system used by any commercial hemp manufacturer confirming that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:

1. The American Society of Mechanical Engineers (ASME);
2. American National Standards Institute (ANSI);
3. Underwriters Laboratories (UL); or
4. The American Society for Testing and Materials (ASTM).

E. Professional closed loop systems and any other equipment and facilities used for the extraction operation must be approved for their use by the City and meet any required fire, safety, and building code requirements specified in the California Building and Fire Codes.

F. Hemp manufacturing facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol shall be removed from the extract in a manner to recapture it and ensure that it is not vented into the atmosphere.

G. Hemp manufacturing facilities creating hemp extracts must develop and obtain the City's approval of standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.

H. Any person using solvents or gases in a closed looped system to create hemp extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets, and must handle and store the solvents and gases safely.

I. Solvent and gas concentrations in finished extract cannot exceed state standards when quality assurance tested.

5.68.190. Fees Deemed Debt to the City of Hanford.

The amount of any fee, cost, charge, or penalty imposed pursuant to this Chapter shall be deemed a debt to the City that is recoverable via an administrative process authorized by the City Council or proceedings pursued through any court of competent jurisdiction.

5.68.200. Key Participant Responsible for Violations.

The key participant of a commercial hemp business shall be responsible for all violations of the laws of the State of California and of the regulations and/or the ordinances of the City, whether committed by the key participant or any employee or agent of the commercial hemp business, which violations occur in or about the premises of the commercial hemp business or in the conduct of the commercial hemp business's operations, and whether or not said violations occur within the key participants presence.

5.68.210. Inspection and Enforcement.

A. Subject to applicable state and federal laws, the City Manager or his/her designee(s) charged with enforcing the provisions of the Hanford Municipal Code, or any provision thereof, may enter the location of a commercial hemp business at any time, without notice, and inspect the location of any commercial hemp business as well as any recordings and records required to be maintained pursuant to this Chapter or under applicable provisions of state law.

B. It is unlawful for any person having responsibility over the operation of a commercial hemp business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a commercial hemp business under this Chapter or under state law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial hemp business under this Chapter or under state law.

C. Subject to applicable state and federal laws the City Manager or his/her designee(s) charged with enforcing the provisions of this Chapter may enter the location of a commercial hemp business at any time during the hours of operation and without notice to obtain samples of the hemp to test for public safety purposes. Any samples obtained by the City of Hanford shall be logged, recorded, and maintained in accordance with procedures established by the state and the City.

5.68.220. Appeals.

Unless specifically provided elsewhere to the contrary, an appeal of a City decision or action occurring under this Chapter shall be conducted as prescribed hereinafter.

5.68.230. Written Request for Appeal.

A. Within ten (10) calendar days after the date of a decision or action of a City official occurring pursuant to this Chapter, an aggrieved party may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision or action was not proper.

B. At the time of filing, the appellant shall pay the designated appeal fee, established by resolution of the City Council from time to time.

5.68.240. Appeal Hearing Process.

- A. Upon receipt of the written appeal, the City Clerk shall set the matter for a hearing before the City Council or its designee. The City Council or its designee shall hear the matter de novo.
- B. The appeal shall be held within a reasonable time after date of filing, but in no event later than ninety (90) days from the date on which the appeal is filed. The City shall notify the appellant of the time and location at least ten (10) days prior to the date of the hearing.
- C. At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing.
- D. The failure of any appealing party to appear at the appeal hearing shall constitute a failure to exhaust his/her/its/their administrative remedies.
- E. The hearing body shall have the authority to uphold, vacate, or modify the decision or action that was appealed.
- F. Following the appeal hearing, an aggrieved party may seek judicial review of the City Council's or its designee's appeal decision by filing a complaint with the Superior Court of Kings County, California during the period identified by California Code of Civil Procedure Section 1094.6, as may be amended.

5.68.250. Violations declared a public nuisance.

Each and every violation of the provisions of this Chapter is hereby deemed unlawful and a public nuisance per se. The nuisance abatement remedies and procedures identified in Chapter 17.94, which is incorporated herein by reference, shall apply to nuisances existing under this Chapter 5.68.

5.68.260. Each violation a separate offense.

Each and every violation of this Chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of Hanford or by state law. Each day a violation is committed or permitted to continue shall constitute a separate violation. Additionally, as a nuisance per se: (i) any violation of this Chapter shall be subject to injunctive relief; and (ii) the City will be entitled to disgorgement of any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the commercial hemp business or persons related to, or associated with, the commercial hemp activity.

5.68.270. Criminal Penalties.

Each and every violation of the provisions of this Chapter may, in the discretion of the District Attorney, be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000) or imprisonment in the County jail for a period of not more than twelve (12) months, or by both such fine and imprisonment.

5.68.280. Administrative Remedies and Costs.

In addition to any other remedy available at law, an administrative citation may be issued to any person or entity who violates this Chapter.

A. Issuance of Citation.

1. Whenever the Chief of Police, his/her designee, or a City code enforcement officer determines that a violation of this Chapter has occurred, the Chief of Police, his/her designee, or a City code enforcement officer shall have the authority to issue an administrative citation to any person or entity responsible for the violation.

2. Each administrative citation shall contain the following information:

- a. The date of the violation or, if the date of the violation is unknown, then the date the violation is identified;
- b. The address or a definite description of the location where the violation occurred;
- c. The section of this Chapter that was violated and a description of the violation;
- d. The amount of the fine for the violation;
- e. A description of the fine payment process, including a description of the time within which and the place at which the fine shall be paid;
- f. An order prohibiting the continuation or repeated occurrence of the code violation described in the administrative citation;
- g. A description of the administrative citation review process, including the time within which the administrative citation may be contested and the place from which a request for hearing form to contest the administrative citation may be obtained; and
- h. The name and signature of the individual issuing the citation.

B. Amount of Fines.

1. The amounts of the administrative citation fines for violations of this Chapter shall be set forth in a schedule of fines established by resolution of the City Council.

2. The schedule of fines shall specify any increased fines for repeat violations of the same code provision by the same person or entity.

C. Payment of Fines.

1. Fines shall be paid to the City within thirty (30) days from the date of the administrative citation.

2. Any administrative citation fine paid shall be refunded if it is determined, after an appeal hearing, that a person or entity charged in the administrative citation was not responsible for the violation or that there was no violation as charged in the citation.

3. Payment of a fine under this Chapter shall not excuse, discharge, or permit any continuation or repeated occurrence of the code violation that is the subject of the administrative citation.

D. Hearing Request.

1. Any recipient of an administrative citation may appeal the citation by submitting a written request for hearing to the City Clerk or designee within thirty (30) days from the date of the administrative citation, together with an advance deposit of the fine and appeal fee.

2. If the Chief of Police, his/her designee, or a code enforcement officer submits an additional written report concerning the administrative citation to the hearing body, then a copy of such report shall be served on the person requesting the hearing at least five (5) days prior to the date of the hearing.

G. Hearing Procedure.

1. The appeal procedures described in Section 5.68.170 shall apply to appeals involving administrative citations.

2. No hearing to contest an administrative citation shall be held unless the fine has been deposited with the city in advance.

3. At the hearing, the party contesting the administrative citation shall be given the opportunity to testify and to present evidence concerning the administrative citation.

4. The administrative citation and any additional report submitted by the Chief of Police, his/her designee, or a code enforcement officer shall constitute prima facie evidence of the respective facts contained in those documents.

5. The hearing body may continue the hearing and request additional information from the Chief of Police, his/her designee, code enforcement officer, or the recipient of the administrative citation prior to issuing a written decision.

H. Hearing Body's Decision.

1. After considering all of the testimony and evidence submitted at the hearing, the hearing body shall issue a written decision to uphold, modify, or cancel the administrative citation and shall list in the decision the reasons for the decision. The decision of the hearing body shall be final.

2. If the hearing body determines that the administrative citation should be upheld, then the fine amount on deposit with the City shall be retained by the City.

3. If the hearing body determines that the administrative citation should be canceled, then the City shall promptly refund the amount of the deposited fine.

4. If the hearing body determines that the fine levied under the administrative citation should be adjusted, then the City will promptly refund the amount of the deposited fine that exceeds the amount fixed by the hearing body or the recipient of the administrative citation will promptly pay to the City an additional amount fixed by the hearing body if the body finds that the fine assessed under the administrative citation to be insufficient.

5. The recipient of the administrative citation shall be served with a copy of the hearing body's written decision.

I. Late Payment Charges. Any person or entity who fails to pay to the City any fine imposed or amount owed pursuant to the provisions of this Chapter on or before the date that the fine or amount is due shall also be liable for a late payment charge equal to ten percent (10%) of the unpaid amount, and interest shall accrue thereafter at a rate of one and one-half percent (1.5%) per month on the unpaid fine; provided however, the additional penalty and/or interest shall not apply if collection of the same by the City would violate state law.

J. Recovery of Administrative Citation Fines and Costs. Any person or entity who violates this Chapter shall be responsible for the enforcement costs incurred by the City with respect to such violation. The City may collect any past due administrative citation fines, enforcement and collection costs, and late payment charges by use of all available legal means, including, without limitation, the lien procedures identified in Sections 17.94.180 and 17.94.190 of this Code, which are incorporated herein by reference. Collection costs shall be in addition to any interest and/or late charges imposed upon the delinquent obligation and shall be added to and become a part of the underlying obligation. Any partial payment of an obligation, when a partial payment is permitted, will be applied first to the principal amount of the underlying obligation, then to any penalties, and then to interest.

K. Right to Judicial Review. Any person or entity aggrieved by a decision of the hearing body on an administrative citation may obtain review of the decision by filing a petition for review with the Superior Court for Kings County, California in accordance with the timelines and provisions set forth in California [Government Code](#) Section 53069.4, as may be amended.

L. Notices. The administrative citation and all notices required to be given by this Chapter shall be served by personal delivery thereof to the person or entity to be notified or by deposit in the United States mail, certified mail with return receipt requested, addressed to such

person to be notified at his/her/its last-known address as the same appears in the public records or other records pertaining to the matter to which such notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the mail

5.68.290. Remedies cumulative and not exclusive.

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided in law or equity.

DRAFT

Attachment: Attachment 1 - Chapter 5.68 Hemp Ordinance (CD: Hemp Ordinance CC)

RESOLUTION NO. 2021-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HANFORD RECOMMENDING APPROVAL OF ZONE TEXT AMENDMENT NO. 2020-03 TO THE CITY COUNCIL. ZTA 2020-03: A REQUEST BY THE CITY OF HANFORD TO AMEND TITLE 17, SECTION 17.08.030 – COMMERCIAL, OFFICE, AND INDUSTRIAL ZONE USE TABLE OF THE HANFORD MUNICIPAL CODE BY ADDING COMMERCIAL HEMP BUSINESS (E.G., CULTIVATION, MANUFACTURE, DISTRIBUTION, TRANSPORTATION, AND LAB TESTING) AS A CONDITIONALLY PERMITTED USE IN THE I-L LIGHT INDUSTRIAL AND I-H HEAVY INDUSTRIAL ZONE DISTRICT, AND TO ADD HEMP RETAILERS (5% OR MORE OF A RETAILER'S BUSINESS OR GROSS RECEIPTS IS DERIVED FROM CBD SALES) AS A PERMITTED USE IN C-S SERVICE COMMERCIAL, C-H HIGHWAY COMMERCIAL, MX-C CORRIDOR MIXED USE, AND MX-D DOWNTOWN MIXED USE, AND AS A CONDITIONALLY PERMITTED USE IN C-R REGIONAL COMMERCIAL. THE AMENDMENT ALSO INCLUDES AN ADDITION OF CHAPTER 17.67, ADDING PURPOSE AND INTENT, DEFINITIONS, AND ESTABLISHING THE LOCATION OF HEMP RETAILERS AND COMMERCIAL HEMP BUSINESSES IN THE CITY OF HANFORD.

At a regular meeting of the Planning Commission of the City of Hanford duly called and held on July 13, 2021, on motion of Commissioner PADEN, seconded by Commissioner DEVINE, and duly carried, the following resolution was adopted:

WHEREAS, a proposal to amend Title 17, Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code by adding Commercial Hemp Business (e.g., cultivation, manufacture, distribution, transportation, and lab testing) as a conditionally permitted use in the I-L Light Industrial and I-H Heavy Industrial zone district, and to add Hemp retailers (5% or more of a retailer's business or gross receipts is derived from CBD sales) as a permitted use in C-S Service Commercial, C-H Highway Commercial, MX-C Corridor Mixed Use, and MX-D Downtown Mixed Use, and as a conditionally permitted use in C-R Regional Commercial. The amendment also includes an addition of Chapter 17.67, adding purpose and intent, definitions, and establishing the location of hemp retailers and commercial hemp businesses in the City of Hanford, as shown in **Exhibit A**, was presented to the Planning Commission; and

WHEREAS, on July 13, 2021, the Planning Commission of the City of Hanford conducted a public hearing in accordance with Section 17.70.070 of the Hanford Municipal Code pertaining to Municipal Code Amendment 2020-03, and

WHEREAS, comprehensive zoning regulations on the use of land and property lie within the City's police powers; and

WHEREAS, the Planning Commission has carefully considered recommendations and testimony presented at the public hearing of July 13, 2021; and

WHEREAS, Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines categorically exempts the proposed project under the "General Rule"; and

WHEREAS, Section 15813 of the CEQA Guidelines further exempts the proposed project under Projects Consistent with a Community Plan, General Plan, or Zoning, since the types of businesses permitted by the ordinance are consistent with those contemplated by the

General Plan and Zoning, such as farming, manufacture, retail and distribution of other agricultural products; and

THEREFORE BE IT RESOLVED, on the basis of the facts and evidence provided in the staff report and the written and oral evidence presented at the public hearing on July 13, 2021, the Planning Commission hereby is able to make the following recommendation in accordance with the required findings in Section 17.86.030:

1. The amendment is internally consistent with the goals, objectives, and policies of the General Plan and this title;

ANALYSIS: That the proposal to add commercial hemp activities and hemp retail to the land use table and add Chapter 17.67, establishing purpose and intent, definitions, and designation of hemp retailers and commercial hemp businesses to the Municipal Code is internally consistent with Title 17 of the Hanford Municipal Code and the goals, objectives, and policies of the General Plan, specifically:

- Goal E2: [achieve] a diversity of commercial and industrial enterprises which provide goods, services, and employment opportunities consistent with Hanford's small-town agricultural image.
- Goal E5: [Promote] a healthy and sustainable agricultural economic sector.
- Policy E23 Economic Development of Agriculture: Value and support agriculture as an industry and make it a key component of Hanford's economic development strategy.
- Policy E24 Recruit Agriculture-related Businesses: Recruit businesses that are agriculture-related, especially those that create value-added products.
- Policy E25 Support Innovation in Agriculture: Support innovation in the production, processing, and distribution of agricultural products and services.
- Goal E6: [Create] a variety of opportunities for vibrant and successful commerce activities.
- Policy E27 Commercial Enterprises: Encourage and support new commercial development, consistent with other General Plan policies.

2. The amendment would not be detrimental to the public health, safety, or welfare of the community;

ANALYSIS: That the proposal to add commercial hemp activities and hemp retail to the land use table and add Chapter 17.67, establishing purpose and intent, definitions, and designation of hemp retailers and commercial hemp businesses to the Municipal Code is not detrimental to the public health, safety, or welfare of the community, through regulations established in Chapter 5.68 Standards and Regulations for Commercial Hemp Activity. Chapter 5.68 requires:

- Compliance with federal, state, and local laws;

- Requirements for building permits and inspections;
 - Security requirements;
 - Operating requirements for storefront/retail facilities, cultivation facilities, distributors, testing labs, and hemp manufacturing; and
 - Inspection and enforcement
3. The amendment would maintain the appropriate balance of land uses within the City;

ANALYSIS: That jobs-housing balance is achieved, by increasing opportunities for people to work and live in close proximity. The ratio is expressed as the number of jobs divided by the number of housing units. The jobs-housing balance is a general tool for analyzing where people work, where they live, and how effectively they can travel between the two. In the planning area, the existing jobs-housing balance ratio in 2013-2014 was 1.17. It is estimated that the implementation of the General Plan would increase the jobs-housing balance by 0.45 to 1.62, which would make the planning area a jobs-rich area. The zone text amendment will not affect the balance of land uses within the City of Hanford. The zone text amendment allows for the establishment of commercial hemp activities and hemp retail within existing industrial, mixed-use, and commercial zone districts.

4. The anticipated land uses on the subject site would be compatible with existing and future surrounding uses;

ANALYSIS: That the land uses proposed by the zone text amendment apply to commercial hemp activities and retail, which are similar and compatible with existing and future surrounding land uses next to and within the city limits, including farming, manufacturing, and retail and distribution of other agricultural products.

BE IT FURTHER RESOLVED that pursuant to Section 17.70 of the City of Hanford Zoning Ordinance, the Planning Commission forward to the City Council a recommendation that Municipal Code Amendment No. 2020-03 be approved.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Hanford held on the 13th day of July 2021, by the following vote:

AYES:	Commissioners PADEN, DEVINE, DOUGLAS, JOHAL, SANCHEZ
NOES:	Commissioners NONE
ABSTAIN:	Commissioners NONE
ABSENT:	Commissioners NONE

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

I, **Gabrielle Myers**, Acting Secretary of the Planning Commission of the City of Hanford, do hereby certify the foregoing resolution was duly passed and adopted by the Planning Commission of the City of Hanford at a regular meeting thereof held on the **13th day of July 2021**.


Gabrielle Myers, Acting Secretary

**Exhibit A:
Chapter 17.67**

CHAPTER 17.67

COMMERCIAL HEMP-RELATED USE AND ACTIVITY

- 17.67.010 Purpose and Intent
- 17.67.020. Definitions
- 17.67.030 Location of hemp retailers and commercial hemp businesses.

17.67.010. Purpose and Intent.

The purpose of this chapter is to further fulfill the purposes and intents set forth in Chapter 5.68 of the Hanford Municipal Code. No person shall operate a commercial hemp business without first obtaining a conditional use permit and complying with all the requirements of Chapter 5.68 of the Hanford Municipal Code and complying with all applicable State law requirements.

17.67.020. Definitions

Unless otherwise provided herein, the terms used in this chapter shall have the meanings ascribed to them in Chapter 5.68 of the Hanford Municipal Code.

17.67.030. Location of hemp retailers and commercial hemp businesses.

A. In cases in which five percent (5%) or more of a retailer's business or gross receipts is derived from the sale of hemp in the form of CBD products, such retailers will be a permitted use only in Service Commercial (C-S), Highway Commercial (C-H), Corridor Mixed Use (MX-C), and Downtown Mixed Use (MX-D) zone districts and shall be a conditional use only in Regional Commercial (C-R) zone districts. In cases in which less than five percent (5%) of a retailer's business or gross receipts is derived from the sale of hemp in the form of CBD products, such retailers shall be allowed in zone districts as other retail uses in accordance with Section 17.08.030.

B. Commercial hemp businesses shall be permitted only in Heavy Industrial (I-H) and Light Industrial (I-L) zone districts.

C. Section 17.08.030 is amended in the manner reflected in the attached Exhibit "A," which is incorporated by reference, to add commercial hemp businesses and hemp retailers.

Exhibit A
17.08.030

Commercial, Office, and Industrial Use Table																
P = Use is Permitted by Right C = Use Requires Conditional Use Permit A = Use Requires Administrative Use Permit T = Use Requires Temporary Use Permit Blank = Use is Not Allowed																
Land Uses		Commercial Zones				Mixed Use Zones			Industrial and Office Zones				Other Zones			
		C-N	C-R	C-S	C-H	MX-N	MX-C	MX-D	O-R	O	I-L	I-H	AP	PF	CO	Specific Land Use Standards (See identified Section)
D12	Commercial hemp business (e.g., cultivation, manufacture, distribution, transportation, and lab testing)										C	C				See Chapters 5.68 and 17.67

Commercial, Office, and Industrial Use Table																
P = Use is Permitted by Right C = Use Requires Conditional Use Permit A = Use Requires Administrative Use Permit T = Use Requires Temporary Use Permit Blank = Use is Not Allowed																
Land Uses		Commercial Zones				Mixed Use Zones			Industrial and Office Zones				Other Zones			Specific Land Use Standards (See identified Section)
		C-N	C-R	C-S	C-H	MX-N	MX-C	MX-D	O-R	O	I-L	I-H	AP	PF	CO	
133	Hemp retailer (5% or more of a retailer's business or gross receipts is derived from CBD sales)		C	P	P		P	P								See Chapters 5.68 and 17.67

Notice of Exemption 2021-63

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

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

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

Project Title: Municipal Code Amendment 2020-03

Project Location – City of Hanford

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

Description of Nature, Purpose and Beneficiaries of Project: a request by the City of Hanford to add Chapter 5.68 to Title 5 of the Hanford Municipal Code, to establish standards and regulations for Commercial Hemp Activity, amend Title 17, Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code by adding Commercial Hemp Business (e.g., cultivation, manufacture, distribution, transportation, and lab testing) as a conditionally permitted use in the I-L Light Industrial and I-H Heavy Industrial zone district, and to add Hemp retailers (5% or more of a retailer's business or gross receipts is derived from CBD sales) as a permitted use in C-S Service Commercial, C-H Highway Commercial, MX-C Corridor Mixed Use, and MX-D Downtown Mixed Use, and as a conditionally permitted use in C-R Regional Commercial. The amendment also includes an addition of Chapter 17.67, adding purpose and intent, definitions, and establishing the location of hemp retailers and commercial hemp businesses in the City of Hanford.

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

Name of Person or Agency Carrying Out Project: City of Hanford

Exempt Status: **(check one)**

- ☐ Ministerial (Sec. 21080(b)(1); 152698);
☐ Declared Emergency (Sec. 21080(b)(3); 15269 (a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption: State type and section number:
☒ Statutory Exemption. State code number: 15061(b)(3) General Rule; 15183 Projects Consistent with a Community Plan, General Plan, or Zoning

Reasons why project is exempt:

The City of Hanford determined the project to be exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA). Section 15061(b)(3) states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. No significant environmental impacts would occur as a result of the proposed ordinance. The ordinance is also exempt under Section 15183 Projects Consistent with a Community Plan, General Plan, or Zoning, since the types of businesses permitted by the ordinance are consistent with those contemplated by the General Plan and Zoning, such as farming, manufacture, retail and distribution of other agricultural products.

Lead Agency

Contact Person: Gabrielle Myers Area Code/ Telephone: (559) 585-2578

Signature: _____ Date: August 3, 2021 Title: Senior Planner

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



**AGENDA
STAFF REPORT**

MEETING DATE: 8/3/2021	AGENDA SECTION: C
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SUBJECT:

Community Development: Adoption of Urgency Ordinance 21-04, creating a temporary moratorium on commercial hemp activities and sales for a period of 45 days. (4/5 Vote required).

See staff report, attached.

FISCAL IMPACT:

ATTACHMENTS:

Staff Report

Urgency Ord. 21-04

RECOMMENDATION:

That the City Council hold a public hearing and adopt Ordinance 21-04, creating a temporary moratorium on commercial hemp activities and sales for a period of 45 days. (4/5 Vote required)

RECOMMENDED MOTION

I move to waive the reading and adopt Interim Urgency Ordinance 21-04.

BACKGROUND:

In order to allow time for the new hemp ordinance, proposed under Municipal Code Amendment No. 2020-03, to take effect, staff recommends a new Interim Urgency Ordinance be adopted to restrict commercial hemp activities and sales in the City of Hanford, until the regulations set forth under MCA 2020-03 are enforceable.

Ordinances require a first and second reading and take effect 30 days after their final passage. It is estimated that the permanent Hemp Ordinance would be in effect by September 17, 2021.

The City of Hanford previously had an Urgency Ordinance placing a moratorium on hemp cultivation, manufacturing, and retail beginning in 2019, which was extended until July 5, 2021. The Urgency Ordinance was required while a State and Federal regulatory process was established for hemp activities. Gov. Code § 65858(a) indicates, “Not more than two extensions may be adopted.” Since the urgency ordinance was extended twice, once in 2019 and again in 2020, it may not be extended beyond July 5, 2021.

Gov. Code § 65858(e) states:

“[U]pon termination of a prior interim ordinance, the legislative body may adopt another interim ordinance pursuant to this section provided that the new interim ordinance is adopted to protect the public safety, health, and welfare from an event, occurrence, or set of circumstances different from the event, occurrence, or set of circumstances that led to the adoption of the prior interim ordinance.”

As a result, the Council may adopt a new urgency ordinance.

Gov. Code § 65858 (d) indicates that:

“ten days prior to the expiration of that interim ordinance or any extension, the legislative body shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance.”

The measures taken to alleviate the condition which lead to the adoption of the ordinance was the preparation of Municipal Code Amendment No. 2020-03, which creates permanent measures to address commercial hemp activities and sales; therefore, the City Council is able to make such findings so the 65858(d) requirement is satisfied.

If passed by a four-fifths vote of the City Council, the ordinance would take effect immediately, since its for the immediate preservation of the public peace, health or safety.

Once a permanent ordinance is adopted prior to the expiration date, it will supersede the interim urgency ordinance.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

This ordinance is not a project within the meaning of Section 15378 of the State CEQA Guidelines because it has no potential for resulting in physical change in the environment, directly or indirectly. The interim urgency ordinance is also exempt from the requirements of CEQA in that the activity is covered by the common sense exemption, Section 15061(b)(3) that CEQA only applies to project which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

ORDINANCE NO. 21-04**AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HANFORD, RESTRICTING THE COMMERCIAL HEMP ACTIVITIES AND RETAIL SALES IN ALL ZONES PENDING ENACTMENT OF AN UPDATE TO THE CITY'S MUNICIPAL CODE****THE CITY COUNCIL OF THE CITY OF HANFORD ORDAINS AS FOLLOWS:**

The purpose of this urgency ordinance is to establish a temporary moratorium on commercial hemp activities and retail sales of products derived from industrial hemp, including cultivation by "Established Agricultural Research Institutions" as defined by California Food and Agricultural Code Section 810000 (c) , while the permanent hemp ordinance, proposed under Municipal Code Amendment No. 2020-03 takes effect.

The City Council of the City of Hanford makes the following findings in support of the Urgency Interim Ordinance 21-04:

WHEREAS, Senate Bill 531, the Industrial Hemp Act of 2019, brings California into conformity with the Federal Agricultural Improvement Act of 2018 (Public Law 115-334), also known as the 2018 Federal Farm Bill. The 2018 Federal Farm Bill ended decades of restrictive federal law with respect to hemp by removing it from the list of federally prohibited Schedule 1 substances and transferring federal oversight of hemp production from the U.S. Drug Enforcement Agency to the Agricultural Marketing Service within the U.S. Department of Agriculture; and

WHEREAS, with the Industrial Hemp Act of 2019, the California Legislature signaled its intent to allow large-scale industrial production of hemp by directing the Secretary of the California Department of Food and Agriculture to craft a state plan for such production, in consultation with the Governor and the Attorney General, and to submit that plan to the U.S. Secretary of Agriculture by May of 2020. At a minimum, this plan will include a scheme for licensing and registration of industrial hemp businesses within the State of California; and

WHEREAS, Hemp, a close genetic relative to cannabis, is indistinguishable in appearance from cannabis and produces an identical odor, although it contains significantly lower concentrations of the psychotropic substance THC and therefore is of little value as a recreational drug. The odor of hemp triggers nuisance concerns, however, and nuisance prevention and abatement are within the purview of local governments; and

WHEREAS, there is strong and growing commercial interest in the industrial production of CBD oil from the hemp plant, intended for human consumption; and

WHEREAS, Municipal Code Amendment No. 2020-03, intends to create a scheme for local regulation to address potential nuisance conditions that may arise from hemp cultivation and other commercial activities, and to protect public health and safety by creating a local regulatory scheme to enforce state law with respect to hemp products manufactured for human consumption; and

Attachment: Urgency Ord. 21-04 (Urgency Ord. Hemp)

WHEREAS, it is intended Ordinance 21-03 will take effect on September 17, 2021; and

WHEREAS, Due to the fact that industrial hemp and cannabis are derivatives of the same plant, Cannabis Sativa L., the physical appearance of industrial hemp and cannabis are virtually indistinguishable. Absent a laboratory performed chemical analysis for tetrahydrocannabinol (THC) content, the two plants cannot be distinguished.

WHEREAS, the City of Hanford has adopted an extensive regulatory framework for cultivation, manufacturing and sale of cannabis, which exempts cannabis meeting the definition of industrial hemp.

WHEREAS, the City of Hanford has received significant interest from individuals to cultivate, manufacture and sell hemp and hemp products in the City of Hanford.

WHEREAS, unrestricted hemp cultivation and manufacturing in the City would pose an urgent and immediate threat to the public peace, health and safety as there is currently no State or Federal regulations or mechanism to verify whether products are legal hemp products or whether they would be considered marijuana by definition and thus limited to be licensed cannabis facilities only. Hemp cultivation has the potential to impact adjacent properties through offensive odors, mite and insect infestations, pesticides, trespassing and burglary, and acts of violence in connection with the commission of such crimes or the occupants' attempts to prevent such crimes.

WHEREAS, hemp manufacturing has the potential to use volatile chemicals to extract oil, which could result in fire and explosions as a result of the flammable chemicals utilized in the extraction process: and,

WHEREAS, the transport of hemp to manufacturing facilities in the industrial park has the potential to bring mites and other insects into the industrial park where food products are currently manufactured and no study has been completed to address these potential impacts.

WHEREAS, unrestricted hemp grows create a nuisance and threaten the safety and property of nearby landowners and their families. The strong odor of hemp plants, which increases as the plants mature, is offensive to many individuals and creates an attractive nuisance, alerting people to the location of valuable hemp plants, which creates a risk of crime.

WHEREAS, hemp, alone or in combination with food products, may constitute a unique health hazard to the public because, unlike all other ingestible, hemp is not presently regulated, inspected, or analyzed for contamination by the state or federal government and could contain harmful chemicals and contaminants from unapproved sources that could endanger the already poor health of ill persons and the good health of others.

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its residents and businesses, in preserving the peace and quiet of the neighborhoods in which hemp may be cultivated, manufactured and sold.

WHEREAS, Title 17 of the Hanford Municipal Code, also known as the City's Zoning Ordinance, does not identify hemp cultivation, manufacturing, dispensaries, deliveries, or distribution as prohibited land uses and does not indicate whether such operations are an agriculture use.

WHEREAS, the City Council hereby finds that, because of the potential threat to public health, safety and welfare, and to provide time for permanent hemp regulations to take effect, under Ordinance 21-03, it is in the best interest of the citizens of the City of Hanford that the City adopt an interim moratorium to restrict the establishment and operation of commercial hemp activities and retail sales within the City of Hanford while the permanent regulations take effect, under adoption of Ordinance 21-03.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HANFORD DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Moratorium. In order to protect the public health, safety and welfare and pursuant to the provisions of Section 65858 of the California Government Code, notwithstanding any other provision of this Code, so long as this ordinance shall be in effect, the following land uses are strictly prohibited in all zone districts within the City:

1. Store front and retail facilities selling hemp/CBD products
2. Hemp cultivation facilities
3. Hemp distributors
4. Hemp testing labs
5. Hemp manufacturing

SECTION 2. Declaration of Urgency. This urgency is based on the following facts:

- a) There is a current and immediate threat to the public health, safety and welfare arising from the uncontrolled use of real property in the City of Hanford for the cultivation, sale and distribution of hemp and the manufacturing of hemp products.
- b) Article XI, Section 7 of the California Constitution authorizes cities to adopt local police, sanitary, and other ordinances not in conflict with general laws.
- c) The City of Hanford requires time for the proposed hemp ordinance, Municipal Code Amendment No. 2020-03, to take effect.

SECTION 3. Effective Date. This ordinance shall become effective immediately upon the date of its adoption pursuant to Section 65858 of the California Government Code upon an affirmative vote of 4/5ths of the City Council.

SECTION 4. Expiration. This moratorium shall be of no further force or effect upon the expiration of forty-five (45) days from the date of adoption, unless extended in accordance with Section 65858 of the California Government Code.

SECTION 5. Impact on Other Ordinances. This provision supersedes any other provision in the City of Hanford Municipal Code that may conflict, while in effect.

SECTION 6. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 7. Publication. Within fifteen (15) days after adoption of this Ordinance, the ordinance shall be published once in the Hanford Sentinel, a newspaper printed and published in the County of Kings, State of California.

THEREFORE, BE IT FURTHER RESOLVED, that based on the above and incorporated findings, the City Council approves Ordinance 21-04.

PASSED, ADOPTED AND APPROVED this 3rd day of August, 2021 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Francisco Ramirez
MAYOR of the City of Hanford

Attest:

Natalie Corral
CITY CLERK

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

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Urgency Ordinance was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 3rd day of August 2021.

Date: _____

City Clerk

Attachment: Urgency Ord. 21-04 (Urgency Ord. Hemp)



AGENDA STAFF REPORT

MEETING DATE: 8/3/2021

AGENDA SECTION: A

SUBJECT:

Police: Adoption of Resolution No. 21-32-R, authorizing the Hanford Police Department to accept a Grant from Alcoholic Beverage Control (ABC) in the amount of \$59,078.00 to fund special details and operations related to enforcement and approve budget amendments in the same amount for the Police Operations (1513) fund to cover the new revenue and expenditures.

RECOMMENDATION:

That the City Council, by motion, Adopt the attached resolution to accept and participate in the ABC grant assistance program, and authorize the Chief of Police to execute the necessary agreements with the State for the acceptance and use of these funds and approve budget amendments in the same amount for the Police Operations (1513) fund to cover the new revenue and expenditures.

BACKGROUND:

The Hanford Police Department routinely applies for grant funding from the Department of Alcoholic Beverage Control (ABC) to combat the effects that alcohol has on our community. The Department's grant application was approved by ABC, and the agency has agreed to grant the Hanford Police Department \$59,078.00 to conduct outreach and enforcement activities. Grant funds can be used to train ABC licensees on alcohol responsibility and the laws which affect them and to conduct enforcement operations to include inspections, saturation details, and compliance checks at large scale events held in the city throughout the grant period. Other uses include Minor Decoy Operations, Shoulder Tap Operations, and undercover Prostitution and Narcotics related crime investigations at local ABC licensed establishments.

Some of the goals and objectives the Department will establish to address the problems within the city of Hanford are:

- Identify and target problematic ABC Licensed establishments
- Develop and implement a multi-agency task force concept involving the Hanford police Department Detectives, POP, SRO, Motors, and Patrol units, and agents with the State of

- California Alcoholic Beverage Control.
- Conduct Two (2) undercover task force operations targeting disorderly licensed businesses.
- Conduct Eight (8) Saturation details at different times throughout the year.
- Conduct Six (6) Shoulder Tap Operations
- Conduct Six (6) Minor Decoy Operations
- Conduct two (2) Undercover Task Force Operations to combat prostitution and narcotic sales within ABC licensed establishments
- Provide two (2) presentations to local groups
- Conduct two (2) IMPACT Inspection Operations

FISCAL IMPACT:

The Hanford Police Department to receive \$59,078.00 in grant funding from the Department of Alcoholic Beverage Control to conduct special details and operations. There is no local match required for this grant.

ATTACHMENTS:

ABC APP-Grant-Forms 2021 pdf version
Resolution ABC

ALCOHOL POLICING PARTNERSHIP (APP) PROGRAM

REQUIRED GRANT FORMS

Due by: March 29, 2021

Includes:

- Proposal Cover Sheet
- Scope of Work
- Budget Detail
- Other Funding Sources
- Resolution of Governing Body (Sample)

Resolution is not needed with RFP package but will be required with agreement.

For further instructions and detailed information, please refer to the RFP Guidelines



State of California

Department of Alcoholic Beverage Control

Alcohol Policing Partnership Program

PROPOSAL COVER SHEET

(TO BE COMPLETED BY APPLICANT AGENCY)

1. Name of Applicant Agency: Hanford Police Department

2. Description of Applicant Agency: *Provide your city or county and a brief summary of department size, staffing, and structure.*

The Hanford Police Department is a full service police department with 62 sworn positions and 30 full time Non-Sworn positions to include Records, Dispatch, Animal Control, and PSO's. The Police Department is split into an Operations and Support Services Division each with a Captain and Lieutenant in charge of them. The Operations Division is made up of Patrol and Traffic Officers. The support Services Division is made up of Detectives, Problem Oriented Policing, and School Resource Officers.

3. Number of Licenses in Project Area: 131

4. Population of Service Area: 60,000.00

5. Project Description: *Provide a list of your project's goals and objectives and briefly summarize.*

The Hanford Police Department and ABC will train ABC licensees on alcohol responsibility and the laws which affect them (LEAD Training). The patrol division will conduct enforcement operations to include IMPACT inspections, saturation details, and compliance checks at large scale events held in the city on 26 different days throughout the grant period. The Investigations, P.O.P., and S.R.O. Units will develop a proactive plan to include Minor Decoy Operations, Shoulder Tap Operations, and undercover Prostitution and Narcotics related crime investigations at local ABC licensed establishments.

6. Funds Requested: \$ 79,078.00

7. Project Period: July 1, 2021 – June 30, 2022

8. Acceptance of Conditions: By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.

A. Project Director (person having day-to-day responsibility for the project)

Name: Justin Vallin
Address: 425 N. Irwin Street Hanford, Ca. 93230
Phone: (559) 585-2535
Fax: (559) 585-4792
Email Address: jvallin@cityofhanfordca.com
Signature:

Title: Sergeant

B. Chief of Police or Sheriff (authorizing official)

Name: Parker Sever
Address: 425 N. Irwin Street Hanford, Ca. 93230
Phone: (559) 585-2535
Fax: (559) 585-4792
Email Address: psever@cityofhanfordca.com
Signature:

Title: Chief of Police

C. Fiscal or Accounting Official

Name: Matthew Kedit
Address: 315 N. Douty Street Hanford, Ca. 93230
Phone: (559) 585-2503
Fax: (559) 582-1152
Email Address: mkredit@cityofhanfordca.com
Signature:

Title: Finance Manager

D. ABC USE ONLY

Attachment: ABC APP-Grant-Forms 2021 pdf version (PD - ABC Grant)

EXHIBIT A

Scope of Work

Summary:

The City of Hanford is located in the heart of the San Joaquin Valley in central California. The city has approximately 60,000 residents and swells to approximately 85,000 people during the day time hours. Hanford is located in Kings County and is the county seat. We are home to the only full service hospital, mall, and large chain department stores in the entire county. The Hanford Police Department is a full-service police department with 62 sworn police officers and 30 full time non-sworn staff members. The department is split into two operating divisions. The Operations Division is comprised of Patrol operations, Police Service Officers, and Motor Traffic Officers. The Support Services Division is comprised of Detective Division, Property / Evidence, School Resource Officers, Problem Oriented Policing Officers, Major Crime Detectives, Homeless Assistance Resource Team, Records Division, and Dispatch. Each Division is managed by a Captain and Lieutenant. The Police Department has approximately 15 police explorers who range in age from 14 to 20 years of age. These explorers assist the department in conducting ABC operations to include Minor Decoy Operations, Shoulder Tap Investigations, and undercover investigations.

The primary role of reviewing ABC licenses from local businesses falls under the direction of the Support Services division. The Detectives and Problem Oriented Policing Units have also been tasked with the responsibility of contacting the Fresno ABC office when concerns arise about the licensed businesses. Both units work closely with the Fresno ABC office to conduct enforcement operations and undercover details on licensed businesses. There are currently 131 ABC Licensed locations within the City of Hanford (69 On Sale and 62 Off Sale). The City of Hanford is requesting \$79,078.00 of grant funding from the State of California Alcoholic Beverage Control.

Problem Statement:

Main Street Hanford which is a local non-profit organization, sponsors the Market Place venue which runs from May until October each year. This venue draws approximately 3000 people to the event which is held every Thursday night from 5pm till 9pm. Main Street Hanford is issued a temporary ABC license and sells beer and wine at the event. Each week there is live music and the local restaurants and bars typically stay open later due to the influx of

EXHIBIT A

Scope of Work

patrons in the downtown area. The large influx of people will generate more alcohol related calls for service such as DUI's, DUI collisions, Intoxicated subjects inside and outside of bars causing disturbances, minors drinking alcoholic beverages inside restaurants and bars, and contributing to the delinquency of minor calls for service. Main Street Hanford also hosts several other large events throughout the year on specific dates such as a St. Patrick's Day event, Halloween Event, and Wine and Chocolate event. All these events garner approximately 2000 to 3000 patrons and all have wine and beer furnished at the events. These extra events are held in the downtown area of town and usually in a park or on the city street.

The City of Hanford has seen an increase in DUI related traffic collisions over the past few years and the number of people injured during these collisions has skyrocketed. In 2018 there were 60 DUI Traffic Collisions reported with 10 people injured. In 2019 there were 55 DUI Traffic Collision reported with 10 people injured and in 2020 there were 60 DUI Traffic Collision with 37 people injured as a result of the collision.

The Hanford police Department has the sole responsibility of providing law enforcement services to the Kings County Fair which will run four consecutive days in June 2021. During the fair, there are several different venues which sell alcoholic beverages to include sprint car races, Beer and wine garden concerts, and live entertainment concerts. The fair brings in several thousand patrons each day and police officers need to be in and around these venues to ensure applicable alcohol related laws are enforced and followed.

Project Description:

Some of the goals and objectives we will establish to address the problems within the city of Hanford are:

- > Identify and target problematic ABC Licensed establishments
- > Develop and implement a multi-agency task force concept involving the Hanford police Department Detectives, POP, SRO, Motors, and Patrol units, and agents with the State of California Alcoholic Beverage Control.
- > Conduct 2 undercover task force operations targeting disorderly - licensed businesses.

EXHIBIT A

Scope of Work

- > Conduct 6 Minor Decoy Operations
- > Conduct 6 Shoulder Tap Operations
- > Provide roll call training on alcohol related issues for all sworn personnel on a regular and continual basis. Roll call trainings will be conducted twice a year for all four shifts of patrol (total of 8 roll call trainings for the year).
- > Coordinate and conduct 2 IMPACT operations
- > Schedule and coordinate 2 LEAD classes for ABC licensed establishments.
- > Conduct 8 Saturation details to deal with alcohol related crimes occurring in the city of Hanford.
- > Developing a proactive partnership with Main Street Hanford and staff 2 Officers and 2 Motorcycle Officers during 12 Thursday Night Marketplace Events.
- > Develop a procedure to inform citizens in the community about this project and give periodic updates on the status and accomplishments of the project (Nextdoor.com, Facebook, Instagram).
- > Coordinate a uniformed presence and saturation detail during the 4 days of the Kings County Fair with 2 officers each day.
- > Issue 8 press releases regarding the grant / and activities conducted during the time period of the grant.

In July 2018, the Hanford Police Department was awarded an ABC GAP Grant to combat underage alcohol sales and DUI ' s. During this grant period we conducted 10 Shoulder Tap Operations, 8 Minor Decoy Operations, and 68 General Enforcement Operations. These operations netted 45 adults booked into the jail for DUI, Possession of firearms, Prostitution, and possession of ammunition. Forty three adults were also cited for various crimes including Sales of Alcohol to a minor, Furnishing Alcohol to Minors, Narcotic arrests, and Identity Theft. Sixty five people were also cited for traffic related offenses. We also held 2 LEAD trainings where 34 different ABC licensed business were represents and 54 people were trained. Seven different IMPACT Inspection Operations were also conducted. These stats show that there are several businesses and adults willing to sell / furnish alcohol to minors despite press releases depicting arrests and citations of businesses who recently sold to minors.

Project Personnel:

- > Twelve Thursday night Market Place operations which will have 2 Motor officers for 4 hours each and 2 patrol officers for 6 hours each. (240 Hours)

EXHIBIT A

Scope of Work

- > Four days of the Kings County Fair Operation with 2 officers or Corporals working the detail for 8 hours each. (64 Hours)
- > The 8 Saturation details will be conducted at different times throughout the year. Each saturation detail will employ 2 officers or corporals for 6 hours each. (96 Hours)
- > Six Shoulder Tap Operations with a sergeant, corporal, 2 POP officers, 2 detectives, and 2 SRO's assigned to each operation. Each operation will last 6 hours. (288 Hours)
- > Six Minor Decoy Operations with a sergeant, corporal, 2 POP officers, 2 detectives, and 2 SRO's assigned to each operation. Each operation will last 6 hours. (288 Hours)
- > 2 Undercover Task Force Operations to combat prostitution and narcotic sales within ABC licensed establishments with a sergeant, corporal, 2 detectives, and 2 POP officers assigned to each operation. Each operation will last 6 hours. (72 Hours)
- > 2 LEAD presentations with a sergeant and corporal assigned to each presentation which will last 4 hours. (8 Hours)
- > 2 IMPACT Inspection Operations with a sergeant, corporal, and 2 detectives, POP officer, or School Resource Officers assigned to each operation which will last 6 hours each. (48 Hours)

The Hanford Police Detective unit, Problem Oriented policing Unit, and School Resource Officer Unit will be responsible for setting up the above mentioned operations. Members from the units are well versed in ABC related laws as well as in working with the Explorer Post and local businesses to set up the mentioned trainings. Sgt. Justin Vallin will be responsible for monitoring and documenting all operations to ABC as well as ensuring press releases are completed. There will be 3 hours per month (36 Hours total) allotted for this documentation and operation analysis provided by the grant funding. The Hanford Police Department will work closely with members of the Fresno area ABC office to ensure objectives are met.

EXHIBIT B

Budget Detail

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
A. Personnel Services (list hourly rates and benefit %)	
A.1 Straight Time A.2 Overtime A.3 Benefits A.2 Overtime 1 Sergeant overtime @ 74.00 per hour 1 Corporal overtime @ 63.10 per hour 1 Detective overtime @ 60.27 per hour 1 Problem Oriented Policing Officer overtime @ 60.27 per hour 1 School Resource Officer overtime @ 60.27 per hour 1 Motor Officer overtime @ 60.27 per hour 1 Officer overtime @ 57.33 per hour	\$ 71,578.00
TOTAL PERSONNEL SERVICES	\$ 71,578.00
B. Operating Expenses (maximum \$2,500)	
*Proof of payment will be required Decoy Operations, Shoulder Tap Operations, and Narcotic / Prostitution Investigations "buy money."	\$ 2,500.00
TOTAL OPERATING EXPENSES	\$ 2,500.00
C. Equipment (maximum \$2,500)	
*Receipts will be required (2) Intoximeter Alco Sensor IV Handheald Breathalyzers and 200 extra mouthpieces (1) Laptop Computer	\$ 1,700.00 \$ 800.00
TOTAL EQUIPMENT	\$ 2,500.00
D. Travel Expense/Registration Fees (maximum \$2,500)	
*Registration fee for July 2021 APP Conference attendee is \$325 each Registration fee for July APP Conference two (2) attendees at \$325 each \$650 Travel, per diem, and lodging for the July APP Conference \$1,850	\$ 650.00 \$ 1,850.00
TOTAL TRAVEL EXPENSE	\$ 2,500.00
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$ 79,078.00

Attachment: ABC APP-Grant-Forms 2021 pdf version (PD - ABC Grant)

OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available.

**Round all budget amounts to the nearest dollar—No Cents*

BUDGET CATEGORY	GRANT FUNDS	OTHER FUNDS	PROGRAM TOTAL
Personnel Services	\$ 71,578.00		\$ 71,578.00
Operating Expense	\$ 2,500.00		\$ 2,500.00
Travel/Registration Fees	\$ 2,500.00		\$ 2,500.00
Equipment	\$ 2,500.00		\$ 2,500.00
TOTALS	\$ 79,078.00	\$ 0.00	\$ 79,078.00

Attachment: ABC APP-Grant-Forms 2021 pdf version (PD - ABC Grant)

*This form does not become part of the contract but is **required** in the Request for Proposal package.*

SAMPLE**RESOLUTION OF THE GOVERNING BOARD**

WHEREAS, THE (applicant) desires to undertake a certain project designated as (project title) to be funded in part from funds made available through the Alcohol Policing Partnership (APP) Program administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC);

NOW, THEREFORE, BE IT RESOLVED that the (designated official by title only) of the (County or City) is authorized to execute on behalf of (Governing Board) the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this award is not subject to local hiring freezes.

I hereby certify that the foregoing is a true copy of the resolution adopted by the (governing body) of (unit of local government or organization) in a meeting thereof held on (date) by the following:

Vote:

Ayes:

Nays:

Absent:

Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

Attachment: ABC APP-Grant-Forms 2021 pdf version (PD - ABC Grant)

RESOLUTION NO. 21-32-R**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD
AMENDING THE NUMBER OF COMMERCIAL CANNABIS BUSINESS
PERMITS IN ACCORDANCE WITH SECTION 5.56.080 OF THE HANFORD
MUNICIPAL CODE.**

At regular meeting of the City Council of the City of Hanford duly called and held on August 3, 2021, it was moved by Council Member _____, and seconded by Council Member _____, and carried that the following resolution be adopted:

NOW THEREFORE BE IT RESOLVED that the Chief of Police of the Hanford Police Department is authorized to execute on behalf of the Hanford City Council the attached contract, including any extensions or amendments thereof and any subsequent contract with the state thereto.

IT IS AGREED that any liability arising out of the performance of this contract, including civil actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such Liability.

NOW, THEREFORE, BE IT RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

NOW THEREFORE BE IT FURTHER RESOLVED that this award is not subject to local hiring freeze

Passed and Adopted at a regular meeting of the City Council of the City of Hanford held on August 3, 2021, by the following vote:

AYES:	Council Member	_____
NOES:	Council Member	_____
ABSTAIN:	Council Member	_____
ABSENT:	Council Member	_____

Francisco Ramirez
MAYOR of the City of Hanford

Attest:

Natalie Corral

Attachment: Resolution ABC (PD - ABC Grant)

CITY CLERK

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

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 3rd day of August, 2021.

Date: _____

City Clerk

Attachment: Resolution ABC (PD - ABC Grant)



AGENDA STAFF REPORT

MEETING DATE: 8/3/2021	AGENDA SECTION: B
-------------------------------	--------------------------

SUBJECT:

Police: Authorization to award a contract to Cook's Communication of Fresno, CA, for an amount not to exceed \$699,105.00, for the complete replacement of the Hanford Police and Fire Radio Infrastructure system and appropriation of an additional \$14,885 from the General Fund to fully fund the project.

RECOMMENDATION:

That the City Council, by motion, authorize the award of a contract to Cook's Communication of Fresno, CA, for an amount not to exceed \$699,105.00, for the complete replacement of the Hanford Police and Fire Radio Infrastructure system and appropriate an additional \$14,885 from the General Fund to fully fund the project.

BACKGROUND:

The current radio system that serves the Hanford Police and Fire Department is aging, with half of the equipment now determined to be "end of life" and no longer serviceable. Currently if a piece of equipment breaks, the radio maintenance company is no longer able to procure parts for it and has to source them through such sites as eBay or find new old stock still on a vendor's shelf.

The Departments' radio system is considered critical infrastructure and lately, has been failing on a regular basis. The City is limited on the ability to seek competitive quotes to replace the system as the different service areas are bound by contract with Motorola and therefore, we are required to use that provider. The City received a quote from Motorola to replace just the Police equipment, which has been end of life by Motorola. Motorola quoted the Department \$669,655.98 with a total life expectancy of 7 years. That quote included a loyal customer discount of \$172,000.00.

Given the high dollar figure of the initial price quote, staff began looking for a competitor to provide competitive price quotes. Staff identified Kenwood Radios as a comparable system and were able to determine that the service personnel for this area is Cook's Communication, with

whom the City already does business. Cook's currently provides upfitting services all of the department's police cars, which includes the installation of Kenwood radios. They also provide radio services and maintenance to the City of Fresno and the County of Fresno; among others.

As part of the process, Cooks visited the Hanford Police and Fire Department and toured all of the City's radio sites and then prepared their quote. Their quote included replacement of the City's entire radio system, with a new Kenwood/Tait system, and added in a new microwave system to replace the dependency on phone lines that currently run from the repeater sites to the Hanford Police Department. It should be noted this quote included replacing Fire departments equipment as the Motorola quote was only for Police. Currently the City pays \$1000.00 per month ,or \$12,000.00 per year, for these phone lines. The microwave system is more robust and guarantees less downtime. It's also a one-time cost of \$60,000. Once the phone lines are canceled, the microwave system will pay for itself in 5 years with the cost savings. The life expectancy of the microwave system is rated at 762,000 hours or 86 years. The total price for the entire system is \$699,105.00.

In order to consolidate services and lower our maintenance and future purchase price this system will service the Hanford Police Department, Hanford Fire Department and the Hanford public Works Department. The City currently pays our provider \$50,000.00 per year for maintenance and that charge would be eliminated for the next 5 years and is expected to be a reduced significantly thereafter.

Other items worth noting are that the Motorola quote included only three repeater sites and the Cooks quote included four repeater sites. Additionally, during our investigation into a possible change in providers, we learned that the existing equipment that we have had been installed poorly. Our Antenna in the north is mounted in a flag pole holder; two antenna sites are so close together as to render one of them useless; and other antennas were not placed as high as they should be on the towers. Moving forward, in anticipation of the approval of this project, Staff has already secured agreements with the school districts to place the new antennas on their towers at Washington Elementary School to the north, Katie Hammond School to the East, County Complex to the West, and Martin Luther King School to the south. We believe these new locations will provide better coverage now, and in the future.

The life expectancy for the new equipment is as follows:

1. Microwave system 86 years.
2. Tait repeaters 10 years.
3. Zetron counsels 10 years.

Staff received three different quotes for this project from two vendors. The quotes were for Motorola, Kenwood Atlas and Tait equipment. Kenwood Atlas is our preferred appliance provider but they were very expensive. However, that vendor, has committed to lower their quote for that product and provide the Atlas equipment at the same price as that of the Tait equipment. The reason for three bids from two vendors is that we are in a service area and no other suppliers can install except for those approved by the manufacturer. Cook's is the service provider for Tait and Atlas. This quote also includes 1 spare for all major equipment should it fail. This will eliminate downtime for any repairs.

FISCAL IMPACT:

The Fiscal Year 2021/22 Capital Improvement Budget included \$684,220 for this project. Council will be appropriating an additional \$14,885 from the City's General fund to fully fund this project.

ATTACHMENTS:

HanfordPDRepeatersMicrowaveDispatchFire
atlas quote
Motorola Quote



Estimate

13.B.a

160 North Broadway
Fresno, CA 93701-1592

Customer No.: HANFORD PD
Quote No.: 11087

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Hanford Police Department**

315 N Douty St
Attn Accounts Payable
Hanford, CA 93230-000

Ship To: **City of Hanford Police Department**

319 N Douty
Hanford, CA 93230-000

Phone: (559) 585-2540
Fax: (559) 585-0695

Phone:
Email:

Date	Ship Via	F.O.B.	Terms	
07/26/21		Origin	Net Next EOM	
Purchase Order Number	Sales Person		Expiration Date	
	Paul Lambert		09/24/21	
Quantity Required	Item Number	Description	Unit Price	Amount
2	TB9435S-100T	Tait TB9400 Single 100w Chassis	1278.00	2556.00
3	T01-01103-LAAA	Tait TB9400 Reciter 440-480mhz	2581.00	7743.00
3	T01-01121-LBAA	Tait TB94 Linear PA 440-480mhz 100w	2039.00	6117.00
3	TBA30A4-4100	Tait TB9000 Power Management Unit	2501.00	7503.00
2	TBAS050	Tait P25 Common Air	6450.00	12900.00
2	TBAS061	Tait SFE Key Central Voter	4826.00	9652.00
2	219-01561-00	Tait Cable Cord 2m	13.00	26.00
4	TB9444-RX2T	Tait TB9400 Multi Receiver	1152.00	4608.00
8	T01-01104-LAAA	Tait TB94 RX Only 440-480mhz	1721.00	13768.00
4	TBA30A4-4100	Tait TB9000 Power Management Unit	2501.00	10004.00
8	TBAS050-R0	Tait P25 Common Air Interface RX Only	3225.00	25800.00
8	TBAS071-R0	Tait IP Networking Satellite Rx Only	381.00	3048.00
4	219-01561-00	Tait Cable Cord 2m	13.00	52.00
2	TBA2645	Tait TN9100 Subrack Multi Gateway Max 5 Channels	1399.00	2798.00
4	TBA50H2-PAC1	Tait TN9100 P25 Console Gateway Reciter w/DES	4508.00	18032.00
2	TBA30A4-4100	Tait TB9000 Power Management Unit	2501.00	5002.00

Attachment: HanfordPDRRepeatersMicrowaveDispatchFire (HPD / HFD Radio Infrastructure Replacement)

Thank You



Estimate

13.B.a

160 North Broadway
Fresno, CA 93701-1592

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Hanford, CA 93230-000

Phone: (559) 585-2540

Fax: (559) 585-0695

Phone:

Email:

Date	Ship Via	F.O.B.	Terms	
07/26/21		Origin	Net Next EOM	
Purchase Order Number		Sales Person		Expiration Date
		Paul Lambert		09/24/21
Quantity Required	Item Number	Description	Unit Price	Amount
2	219-01561-00	Tait Cable Cord 2m **Fire Dept equipment**	13.00	26.00
2	TB9435S-100T	Tait TB9400 TB9400 Single 100Watts Chassis Assembly	1278.00	2556.00
3	T01-01103-CAAA	TB9400 Reciter TB9400 Reciter 136-156MHz	2581.00	7743.00
3	T01-01121-BBBA	TB94 Linear PA TB94 Linear PA 136-174MHz 100Watts	2039.00	6117.00
3	TBA30A4-4100	Tait TB9000 Power Management Unit TB9000 Pwr Management Unit ACDC48volts with Aux12volts	2501.00	7503.00
2	TBAS050	Tait P25 Common Air Interface P25 Common Air Interface (CAI)	6450.00	12900.00
2	TBAS061	Tait SFE Key Central Voter SFE Key - Central Voter	4826.00	9652.00
2	219-01561-00	Tait Cable Cord 2m Cable cord 2m USA/CAD IEC black	13.00	26.00
4	TB9444-RX2T	Tait TB9400 Multi Receiver TB9400 Multi Receiver x2 Capable Chassis Assembly	1152.00	4608.00
8	T01-01104-CAAA	TB94 Rx Only TB94 RxOnly 136-156MHz	1721.00	13768.00
4	TBA30A4-4100	Tait TB9000 Power Management Unit TB9000 Pwr Management Unit ACDC48volts with Aux12volts	2501.00	10004.00
8	TBAS050-R0	Tait P25 Common Air Interface RX Only P25 Common Air Interface (CAI) Rx Only	3225.00	25800.00

Thank You



160 North Broadway
Fresno, CA 93701-1592

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Ship To: **City of Hanford Police Department**

319 N Douty
Hanford, CA 93230-000

Phone:

Email:

Date	Ship Via	F.O.B.	Terms	
07/26/21		Origin	Net Next EOM	
Purchase Order Number		Sales Person		Expiration Date
		Paul Lambert		09/24/21
Quantity Required	Item Number	Description	Unit Price	Amount
8	TBAS071-R0	Tait IP Networking Satellite Rx Only IP Networking Satellite RxOnly	381.00	3048.00
4	219-01561-00	Tait Cable Cord 2m Cable cord 2m USA/CAD IEC black	13.00	52.00
2	TBA2645	Tait TN9100 Subrack Multi Gateway Max 5 Channels	1399.00	2798.00
2	TBA50H2-PAC1	Tait TN9100 P25 Console Gateway Reciter w/DES	4508.00	9016.00
1	TBA30A4-4100	Tait TB9000 Power Management Unit TB9000 Pwr Management Unit ACDC48volts with Aux12volts	2501.00	2501.00
2	TBAS058	Tait SFE Key AES Encryption SFE Key - AES Encryption (No Prerequisite)	1047.00	2094.00
1	219-01561-00	Tait Cable Cord 2m Cable cord 2m USA/CAD IEC black **Back room control radios**	13.00	13.00
2	NX-5800K	Kenwood UHF, 45 Watt 1024 channel Radio Package 3 Year Warranty	1000.00	2000.00
2	KWD-5100CV	Kenwood P25 Conventional License Key	500.00	1000.00
2	KWD-AE21K	AES & DES Encryption Module	600.00	1200.00
4	NX-5700K	Kenwood 136-174MHz, 50 watt 1024 channel Radio Package 3 Year Warranty	1000.00	4000.00
880.000	LABHOUR	Hourly Labor Rate	125.00	110000.00

Thank You



160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818 (559) 268-8506

Estimate

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Phone:

Email:

Date	Ship Via	F.O.B.	Terms	
07/26/21		Origin	Net Next EOM	
Purchase Order Number		Sales Person		Expiration Date
		Paul Lambert		09/24/21
Quantity Required	Item Number	Description	Unit Price	Amount
		Mon-Fri 8-5		
1	NONSTOCK	Non-Stock Inventory Zetron Max Dispatch 5 position system **See attached quote from Zetron** ***Microwave Backhaul equipment***	156898.00	156898.00
4	CGNIP-50S-F23-L-L	IP-50S Single Core 23GHz ODU POE+ port 1GB&10GB SFP Slots	2805.00	11220.00
4	CGNIP-50S-F23-L-H	IP-50S Single Core 23GHz ODU POE+port 1GB&10GB SFP slots	2805.00	11220.00
8	CGNAM-1-23-A	23GHz 1' SinglePoIDirect MNT Ceragon RFU-C/UBR220 Commscope	582.00	4656.00
8	CGNIP-20-SL-CAP-100M	Ceragon IP-20S/C License Key for 100 Megabits per carrier	212.50	1700.00
8	CGNIP-20-SL-ACM	IP-20 SL - ACM, per Carrier Adaptive Coding - Modulation	149.00	1192.00
8	CGNIP-20-SL-SEC-MGMT	IP-20 SL - Secure Management SSH HTTPS SFTP SNMPv3 & Radius	170.00	1360.00
8	CGNCBL-GND	IP-20C Ground Cable Kit for IDU and ODU	19.13	153.04
8	POL1101-959	ALPU-PTP-M, 92V Wall/Pole Surge Protector	184.00	1472.00
8	POL1000-1164	Pole Mounting KitforALPU PoE Series Broadband Comm Protector	28.00	224.00
8	CGNPOE-INJ-A0	Outdoor PoE Injector40-60VDC Single DC input for IP-20	449.00	3592.00

Thank You



160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818 (559) 268-8506

Estimate

13.B.a

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Date	Ship Via	F.O.B.	Terms	
07/26/21		Origin	Net Next EOM	
Purchase Order Number		Sales Person		Expiration Date
		Paul Lambert		09/24/21
Quantity Required	Item Number	Description	Unit Price	Amount
6	CGNPOE-INJ-19"RACKMN	PoE Injector19' Mounting Kit POE Injector not included	78.00	468.00
24	CGNSLA-PRM_24X72BDAR	1 YearPrime+24x7Tech Support 2 BusDay Advanced Replacemnt	654.00	15696.00
1	MISLICENSE-PKG1	Complete License Registration	4500.00	4500.00
360.000	LABHOUR	Hourly Labor Rate Mon-Fri 8-5	125.00	45000.00
3	NONSTOCK	Non-Stock Inventory outdoor cabinet with A/C Unknown true cost	12000.00	36000.00
Subtotal				663385.04
Sales tax @ 7.25000%				35719.96
Total				699105.00

Thank You for Considering Cook's Communications

Thank You

Hanford P25 ROM System Quote

CA Hanford 2Ch 1TX - 4RX P25 system - ROM pricing SU quote 5012999 12/22/2020

Summary

Description	List Price
ATLAS Equipment	\$526,809.33
3rd Party System Equipment	\$35,426.40
Program Services	\$170,756.29
Subscriber	\$18,606.00
Spares	\$66,506.40
Training	\$30,250.00
Subtotal	\$848,354.42
Tax and shipping not included	

Training

Qty	Part Number	Description
1	339TRNGA001	ATLAS DISPATCH OPERATOR TRAINING - Customer
1	339TRNGA008	ATLAS MAINTENANCE TRAINING - Dealer

Viking Mobile Radios

Qty	Part Number	Description
2	VM5730	VM5000, VHF, Dash Desktop, KCH-19, Control Station
4	VM5830	VM5000, UHF-Hi, Dash Desktop, KCH-19, Control Station

ATLAS Equipment

Qty	Part Number	Description
2	3356000010	CAPTURE SERVER FOR ATLAS SYSTEM

System Management

Qty	Part Number	Description
1	3356100001	ATLAS 6100 BASIC NETWORK MANAGEMENT SYSTEM

ATLAS 4500 Stations

Qty	Part Number	Description
10	5971001123	POWER CORD,18-3,10A,125V,7.5 FT

AC Power 4500

Qty	Part Number	Description
10	3354511111	ATLAS 4500 AC VHF PHASE 1 CONVENTIONAL MULTICAST

Controllers

Qty	Part Number	Description
2	3358100002	ATLAS 8100 CONV SITE NETWORK I/F (CSNI) BASIC

Consoles

Qty	Part Number	Description
5	3357000002	ATLAS 7000 STARGATE CONSOLE
5	5851156400	HM SUPERVISOR CONNECTION INTERFACE MODULE
5	5851156402	HM OPERATOR CONNECTION INTERFACE MODULE
5	5853950005	MONITOR, 19" LCD
10	5890012025	HEADSET MICROPHONE PTT AND AMPLIFIER CONTROLLER
10	5890012027	HEADSET MICROPHONE ASSY, VOICE TUBE
10	597395010501	ABOB-HIB INTERFACE CABLE

Gateways

Qty	Part Number	Description
6	3358300001	ATLAS 8300 MOBILE RADIO GATEWAY
1	3358410001	ATLAS 8410 ANALOG/LOGGING GATEWAY

Attachment: atlas quote (HPD / HFD Radio Infrastructure Replacement)

Hanford P25 ROM System Quote

3rd Party System Equipment

Qty	Part Number	Description
3	8883201004	TRIPPLITE SRSHELF2P1U RACK ENCL 40LB FIXED SHELF

Router Cisco 43XX Series

Qty	Part Number	Description
6	3361115021	ROUTER CISCO 4321 BASE CHASSIS 1RU 120VAC 1 PS
6	3361115032	SWITCH MODULE 8-PORT CISCO NIM-ES2-8=

Program Services

Qty	Part Number	Description
1	Estimated Program Services - Direct	Estimated Program Services - Direct support

Spares

Qty	Part Number	Description
1	3354511111	ATLAS 4500 AC VHF PHASE 1 CONVENTIONAL MULTICAST
1	3358000002	ATLAS 8000 HARDWARE PLATFORM
1	3358300001	ATLAS 8300 MOBILE RADIO GATEWAY
1	3358410001	ATLAS 8410 ANALOG/LOGGING GATEWAY
6	3361115021	ROUTER CISCO 4321 BASE CHASSIS 1RU 120VAC 1 PS
6	3361115032	SWITCH MODULE 8-PORT CISCO NIM-ES2-8=

Attachment: atlas quote (HPD / HFD Radio Infrastructure Replacement)

**MOTOROLA SOLUTIONS**

HANFORD POLICE DEPARTMENT

5 POSITION MCC 7500E DISPATCH CONSOLE AND RF UPGRADE

AUGUST 25, 2020

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions
10680 Trenea Street, Suite #200
San Diego, CA. 92131
USA

August 17, 2020

Hanford Police Department

Subject: 5 Position MCC 7500E Dispatch Console and RF Upgrade

Dear Chief Sever and Captain Anderson :

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide the Hanford Police Department with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, Motorola Solutions' response includes a combination of hardware, software, and services. Specifically, this solution is for the Hanford Police Department Dispatch Consoles and RF Upgrade and provides:

- 1 K2 Conventional Core
- 5 MCC 7500E Dispatch Consoles
- Analog Conventional UHF R2 RF Upgrade for PD CH 1 and CH2

This proposal is subject to the enclosed Communications System and Services Agreement (CSSA), together with its Exhibits. This proposal shall remain valid until September 24, 2020. Hanford Police Department may accept the proposal by delivering to Motorola Solutions the CSSA signed by your Hanford Police Department representative. Alternatively, Motorola Solutions would be pleased to address any concerns Hanford Police Department may have regarding the proposal. Any questions can be directed to your Manufacturer's Representative Randy Emerzian at (559) 647-6598 or your Motorola Senior Account Manager, Ian Castro, at (916) 796-7000.

We thank you for the opportunity to furnish Hanford Police Department with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,
Motorola Solutions, Inc.

A handwritten signature in blue ink, appearing to read 'Michael DeBenedetti'.

Michael DeBenedetti
Area Sales Manager

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)

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SECTION 1

SYSTEM DESCRIPTION

Motorola Solutions, Inc. ("Motorola") proposes an ASTRO 25 MCC 7500E dispatch console with an ASTRO Conventional Redundant K-core and an upgrade of the existing UHF Digital Conventional system. This will provide the Hanford Police Department (Hanford P.D.) with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management. The dispatch console proposed would connect to the existing digital radio infrastructure.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides Hanford P.D. with sophisticated network management and easy migration to future capabilities.

It also includes the upgrade of their existing UHF digital conventional multi-site voting voice communication system. As your existing equipment continues to age and more parts become obsolete, Motorola Solutions understands the importance of replacing your existing system to maintain your organization's mission critical operations.

The proposed redundant K-core and five (5) dispatch consoles will be located in the Hanford Police Department Building. A system diagram is shown in Figure 1-1 on the next page.

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



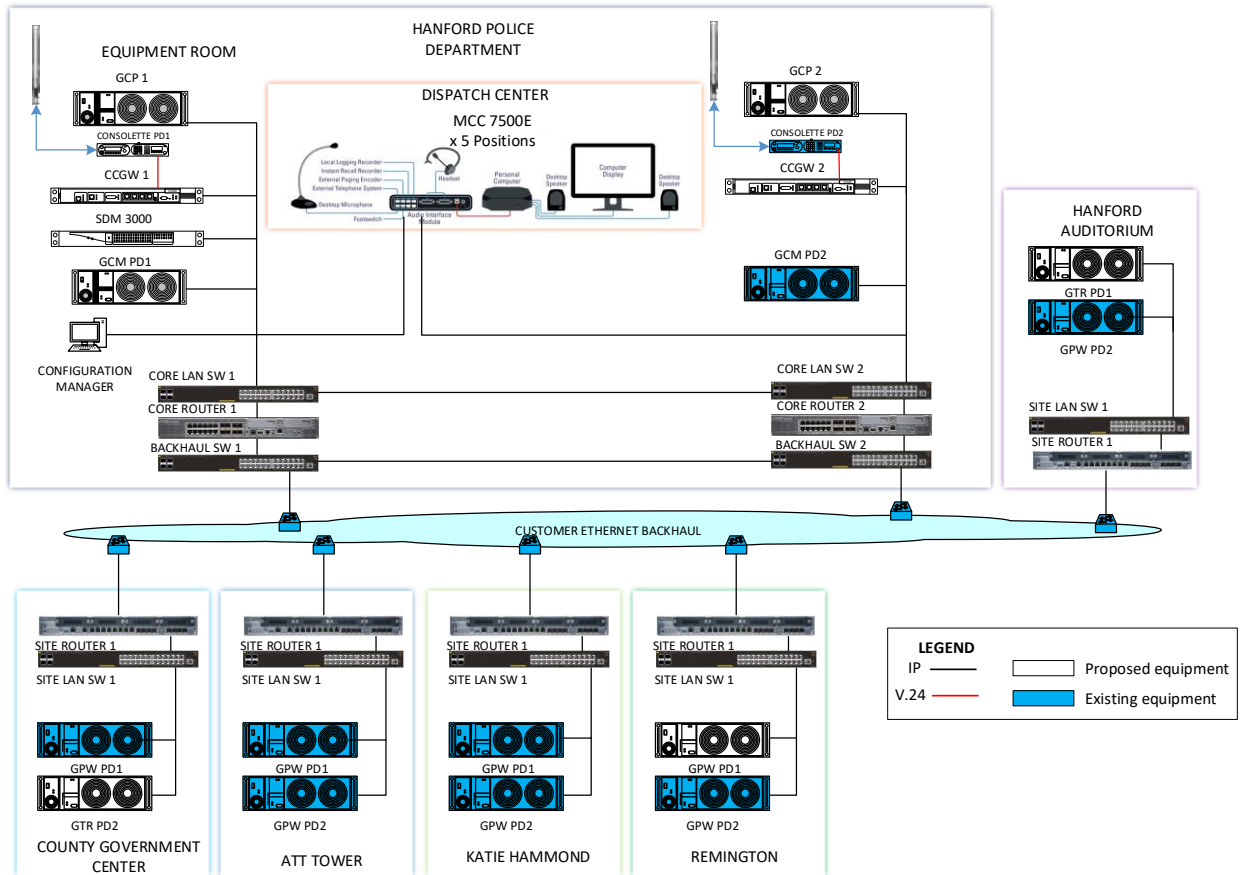


Figure 1-1: System Diagram – Hanford P.D.

1.1 ASTRO 25 INFRASTRUCTURE

The proposed ASTRO 25 conventional system is comprised of an ASTRO 25 redundant conventional core site and (5) MCC7500E consoles. A description of these subsystems and their equipment are discussed in this section.

1.1.1 Conventional Core Site Components

The ASTRO 25 Conventional Core is a scalable and virtualized core which provides an adaptable and affordable platform for mission critical wireless communications. The Conventional Core allows customers to interface channels to an IP based MCC 7500 or MCC 7500E Console, provides a migration path for customers with fielded Motorola Solutions Conventional solutions, and allows the flexibility for customers to join a larger system in the future while maximizing their equipment investment. The Conventional Core is available in a non-redundant configuration or redundant configuration.

The core site proposed by Motorola is redundant, i.e. a dual controllers and network transport hardware.

GCP 8000 Conventional Site Controller

The GCP 8000 Site Controllers (Figure 1-2) provides mission-critical call processing and mobility management throughout the ASTRO 25 conventional system. The GCP 8000 interfaces through the Ethernet LAN switch, providing access to the packet switched network through the Core Services Gateway. Equipped with a single controller module, the GCP 8000 can support the full set of dispatch consoles and conventional gateways.



Figure 1-2 GCP 8000 Controller

Two (2) GCP 8000 Conventional Site Controllers are included in this proposal.

SRX 1500 Services Gateway

The SRX 1500 Services Gateways (Figure 1-3) are used for devices that forward packets beyond their local LAN. The gateways perform the routing control of audio, data, and network management traffic, replicating packets while achieving the fast access levels required by real-time voice systems. The Core site audio, data, control, and network management equipment interfaces to the dispatch sites, via the LAN switch through the SRX 1500 Services Gateway.

The SRX1500 Services Gateway consolidates security, routing, switching, and WAN interfaces for midsize distributed enterprises. With advanced threat mitigation capabilities, the services gateway provides cost-effective and secure connectivity across distributed enterprises. The services gateway simplifies network complexity, protects and prioritizes network resources, and improves user and application experience.



Figure 1-3: SRX 1500 Services Gateway

Two (2) SRX 1500 Services Gateway Routers are included in the Core.

LAN Switches

The Core site equipment includes a set of LAN switches. Two switches are connected via 100 Mbps Ethernet trunks. The LAN switches aggregate all the Ethernet interfaces for all servers, clients, and routers at the core.

Two (2) Core LAN switches and two (2) Core Backhaul LAN switches are provided in this system design.

GGM 8000 Conventional Channel Gateway

Enhanced Conventional Channel Gateways (ECCGWs) are used in the MCC 7500E Series Dispatch Consoles to connect the dispatchers to analog or digital conventional channels in their system.

The GGM 8000-based ECCGW contains eight analog ports and eight V.24 ports plus an Ethernet port. Up to sixteen conventional channels can be connected to the analog and V.24 ports on a GGM8000-based CCGW. The sixteen channels can be any mixture of analog, MDC 1200 digital or mixed mode. Note that mixed mode channels must use a V.24 port for the digital portion. They cannot use IP.

In addition to the sixteen channels supported on the analog and V.24 ports, the ECCGW is also capable of supporting up to sixteen digital conventional channels via its IP port.

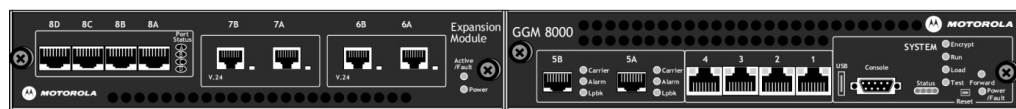


Figure 1-4: GGM 8000 Conventional Channel Gateway

There will be two (2) 8-port CCGWs co-located with the Core equipment at the Hanford Police Department Office. Maximum of sixteen (16) analog resources can be connected to the CCGWs.

1.2 DISPATCH CONSOLE CONFIGURATION FOR HANFORD P.D.

The proposed solution offers the Hanford P.D. five (5) dispatch positions. Figure 1-5 titled "MCC 7500E Dispatch Position" shows an MCC 7500E operator position.



Figure 1-5: MCC 7500E Dispatch Position provides a small form factor, familiar GUI, and advanced features.

1.3 EMBRACING INTEROPERABILITY AND INTEGRATION

Motorola Solutions is an active participant in establishing P25 standards for interoperability. The proposed console is a key component for the interoperability of the ASTRO 25 system. When a situation requires coordination between multiple radio resources (i.e. multiple agencies), the dispatcher can patch together the respective radio resources (see the figure titled "Patching").

Incident conversations are seamless from the moment of the patch initiation and can be recorded like any talkgroup conversation within the Land Mobile Radio (LMR) network. The dispatcher can also take part in and monitor conversations for the duration of the incident, as necessary.

Attachment: Motorola Quote (HPD / HPD Radio Infrastructure Replacement)

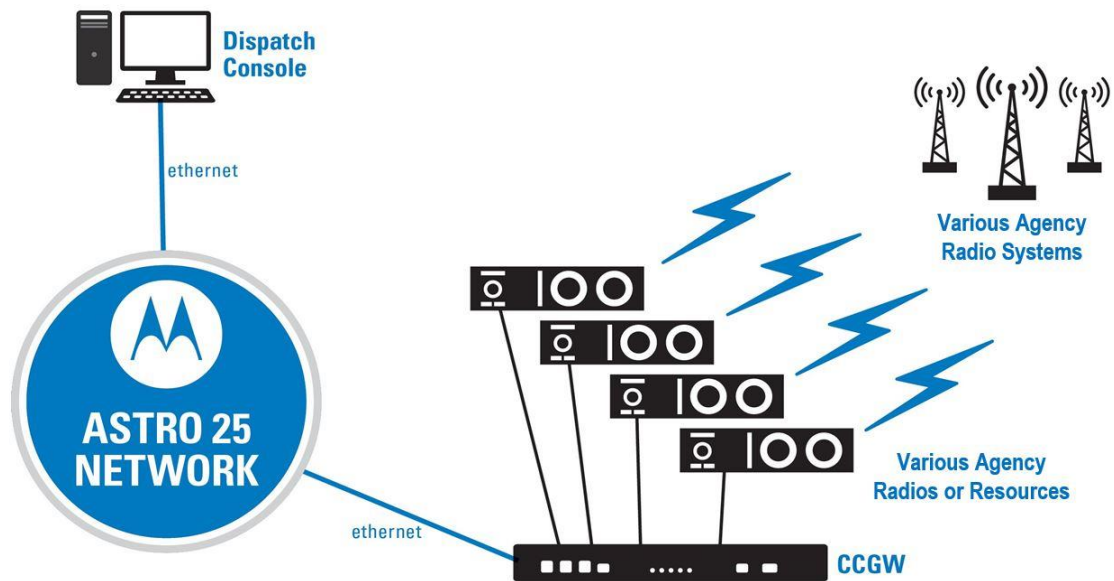


Figure 1-6: Patching
Radio resources connect to the ASTRO 25 network through a CCGW.

1.3.1 Integration Capable with ASTRO 25 Networks

The proposed dispatch console can seamlessly integrate into an existing or new ASTRO 25 system, without interface boxes, digital voice gateways, or backroom electronics for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits to Hanford Police Department.

1.4 MAKING CONSOLES EASY TO OPERATE

Motorola Solutions designs its proposed console to provide mission-critical audio between the dispatcher and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

1.4.1 Customizable Dispatch Interface

The proposed console provides dispatchers with a graphical user interface (GUI) that can be customized by agency or by individual users to optimize user efficiency. Based on dispatcher preference, the proposed GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is

customizable to suit the needs of the user. The status of Auxiliary I/Os can be easily interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

Elite Dispatch Graphical User Interface

The proposed Elite Dispatch GUI is an enhanced version of Motorola Solutions Gold Elite Dispatch GUI. For existing Gold Elite users, the GUI allows a smooth transition and minimal training for dispatchers. For new users, the graphical icons and customization options make the proposed console GUI easy to learn and operate.

Inbound Event Display

For those users who prefer a call-based GUI, the proposed console supports the Inbound Event Display (IED) GUI. The IED GUI displays incoming radio events in a queue format. The dispatcher can manage and respond to these events directly from the queue.

Filtering and sorting features are available to allow the information in the queue to be tailored to the needs of the dispatcher. The console can be configured to operate in “quiet mode” when using the IED GUI. This is well suited to customers who operate in a Request-To-Talk (RTT) environment.

1.5 DISPATCH CONSOLE SOLUTION COMPONENTS

The proposed components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption and Agency Partitioning.

The console connects directly to the radio system’s IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software- based dispatch position without additional centralized electronics.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

1.5.1 MCC 7500E Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in the figure titled “MCC 7500E Dispatch Position.” The following list describes the components included in the proposed configuration.

Attachment: Motorola Quote (HPD / HPD Radio Infrastructure Replacement)



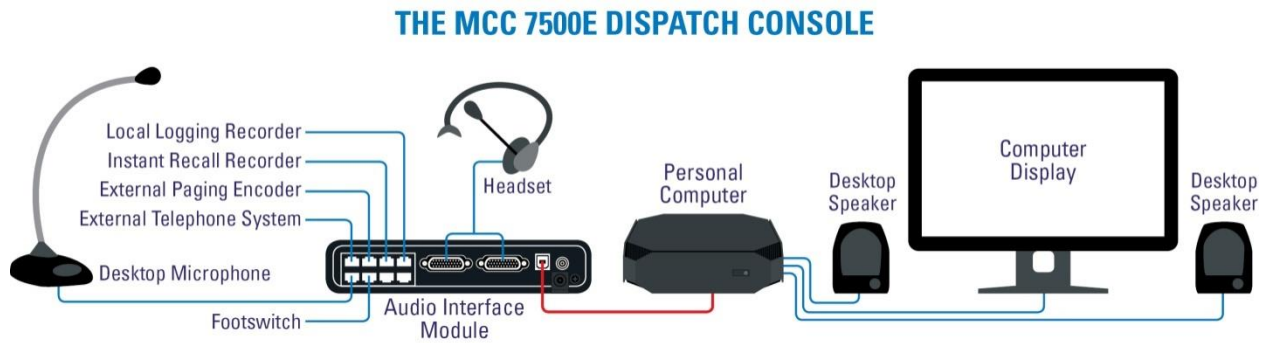


Figure 1-7: MCC 7500E Dispatch Position supports multiple accessories.

Audio Interface Module (AIM)

The USB Audio Interface Module (AIM) acts as an interface between analog devices and the dispatch position and as a general purpose input/output module. The USB AIM supports audio routing between the dispatcher and Motorola Solutions standard peripherals. The USB AIM connects to the MCC 7500E dispatch position with a USB cable.

Personal Computer (PC)

The personal computer included with the dispatch position is Windows-based and certified by Motorola Solutions.

Computer Display

The dispatch position will use a 19" Non-touch Computer Display.

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

Two (2) audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific channel. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Gooseneck Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

1.6 CONVENTIONAL BASE RADIO

1.6.1 Architecture

Direct radio frequency (RF) communication – relying solely on the transmitter output power of a portable or mobile radio – is not always enough to successfully network a fleet of field radios throughout a system coverage area. When coverage over a large area or in a building is required, an infrastructure must be added to complete the network.

Conventional systems vary in both size and sophistication. Systems are often configured as single-site or multi-site depending on the coverage or "talk range" that is desired. A basic conventional system consists of a GTR8000 repeater or base station. The system can be expanded to increase system wide coverage by adding equipment to make it a standalone multi-site, voting, simulcast or multi-cast system.

The proposal includes new hardware to replace several obsolete Quantars repeaters, Astro TAC comparator and receivers.

1.6.2 Conventional Systems Components

The system designed for Hanford P.D. consists of the following major components:

- GCM 8000 Comparator
- GTR 8000 Base Station/Repeater
- GPW 8000 Receiver
- SRX345 Site Gateway
- Ethernet Switch

This section of the system description contains descriptions of these components.

1.6.2.1 GCM 8000 Comparator

The GCM 8000 Comparator ensures the broadcast of the best possible voice signal by combining the best parts of a single signal that has been received by multiple sites in a Multisite system.

The comparator features a digital voting methodology: Frame Diversity Reception. The comparator selects the data frame or signals with the lowest Bit Error Rate (BER) and forwards it. By using the best pieces of each input signal, the result is the best possible composite signal

One (1) GCM 8000 Comparator will be provided for Hanford PD Channel 1 and will be located at the Hanford Police Department Office.

1.6.2.2 GTR 8000 Base Radio

The GTR 8000 base radio supports Motorola Solutions single, multi-site, and high performance data systems. The modular software design coupled with the Software Download Manager enhances the ability for future upgrades. The GTR 8000 base radio ships with a transceiver, power supply, and power amplifier.

The power supply allows operation from both AC and DC power. Also, the standard battery revert and charging eliminates the need for an Uninterruptible Power Supply in many installations.

One GTR 8000 base radio is needed per channel at each site. The standalone base radio only occupies 3-rack units of space allowing for efficient use of expensive site space.

The Conventional GTR 8000 base radio is future proofed to handle LMR technology changes of the next 10-20 years. Software upgrades are available to refresh the station through:

- Analog 12.5kHz/25kHz
- P25 Phase I Trunking and Conventional (FDMA and LSM)
- High Performance Data (HPD)
- P25 Phase II Trunking TDMA

The proposed system includes the following:

- Conventional GTR 8000 Repeaters
 - Hanford Auditorium for PD Ch 1
 - County Government Center for PD Ch 2

1.6.2.3 GPW 8000 Receiver

The GPW 8000 Receiver supports Motorola Solutions conventional voting and simulcast/voting system topologies. The receiver is used to increase in-bound signal coverage for infrastructure systems so that mobile or portable coverage can be improved without deploying a full-size transmit and receive site.

The conventional GPW 8000 Receiver is based on the same hardware platform as the Conventional GTR 8000 Base Radio. The GPW 8000 Receiver supports the 700 MHz, 800 MHz, UHF, and VHF frequency bands and receive Compatible 4-level Frequency Modulation (C4FM) for traffic channel communications.

The GPW 8000 Receiver is supported in the same topologies, site types, and hardware configurations as the conventional GTR 8000 Base Radio and supports both IP infrastructure interfaces for ASTRO® 25 7.x conventional and trunked systems, V.24 infrastructure interface for existing ASTRO® 25 3.1 conventional systems, and Analog 4 wire interface for existing Analog conventional systems.

The proposed system includes one (1) Conventional GPW 8000 Receiver located at Remington.



1.6.2.4 SRX345 Site Gateway

The SRX 345 Site Gateways are used for devices that forward packets beyond their local LAN. The gateways perform the routing control of audio, data, and network management traffic, replicating packets while achieving the fast access levels required by real-time voice systems. The Core site audio, data, control, and network management equipment interfaces to the dispatch sites, via the LAN switch through the SRX 345 Site Gateway.

The SRX 345 Site Gateway consolidates security, routing, switching, and WAN interfaces for midsize distributed enterprises. With advanced threat mitigation capabilities, the services gateway provides cost-effective and secure connectivity across distributed enterprises. The services gateway simplifies network complexity, protects and prioritizes network resources, and improves user and application experience.

One (1) SRX 345 Site Gateway at Hanford Auditorium, County Government Center, ATT Tower, Katie Hammond and Remington sites are included in this proposal.

1.6.2.5 Ethernet Switch

The RF Sub-site equipment includes a Site LAN switch and a Backhaul Switch. The Site LAN Switch aggregates all the Ethernet interfaces for all servers and router at the RF Sub-site. The Backhaul Switch aggregates all the Ethernet links from remote sites.

One (1) Site LAN switch for Hanford Auditorium, County Government Center, ATT Tower, Katie Hammond and Remington sites are included in this proposal. The Backhaul Switches at the remote sites will be provided by the customer.

1.6.3 Prime and RF Sites

1.6.3.1 Prime Site

In the proposed UHF Digital Conventional Voting System, GCM 8000 Comparators are located in the Prime site. They are connected to the Core LAN switch via IP.

The prime site will be located at the Hanford Police Department Office and will consist of the following components:

Hanford Police Department Prime Site

- One (1) GCM 8000 Comparator for PD Ch 1(new)
- One (1) GCM 8000 Comparator for PD Ch 2 (existing)

These will be connected to the Core LAN Switches.

1.6.3.2 RF Sites

Hanford Auditorium RF Sub-site

The following equipment are included at the Hanford Police Department Office RF Sub-site:

- One (1) UHF Digital Conventional Base Station Repeater for PD Ch 1

- One (1) SRX 345 Site Router
- One (1) Site LAN Switch

ATT RF Sub-site

The following equipment are included at the ATT RF Sub-site:

- One (1) SRX 345 Site Router
- One (1) Site LAN Switch

The existing GPW 8000 from County Government Center will be transferred to this site.

Remington RF Sub-site

The following equipment are included at the Remington Sub-site:

- One (1) UHF Digital Conventional Base Stations Receiver
- One (1) SRX 345 Site Router
- One (1) Site LAN Switch

County Government Center RF Sub-site

The following equipment are included at the County Government Center Sub-site:

- One (1) UHF Digital Conventional Base Station Repeater PD Ch 2
- One (1) SRX 345 Site Router
- One (1) Site LAN Switch

Katie Hammond RF Sub-site

The following equipment are included at the Katie Hammond Sub-site:

- One (1) SRX 345 Site Router
- One (1) Site LAN Switch

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



SECTION 2

EQUIPMENT LIST

SUB SYS	QTY	NOMENCLATURE	DESCRIPTION
Hanford PD - Core	1	SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE
Hanford PD - Core	1	CA02259AA	ADD: Redundancy
Hanford PD - Core	2	CA01896AB	ADD: BACKHAUL SWITCH
Hanford PD - Core	1	CA01663AB	ADD: RACK
Hanford PD - Core	2	CA08240AA	ADD: MULTI-HUB SYSTEM
Hanford PD - Core	1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
Hanford PD - Core	12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
Hanford PD - Core	2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
Hanford PD - Core	1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
Hanford PD - Core	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
Hanford PD - Core	1	DDN9748	19 INCH BLACK SHELF
Hanford PD - Core	1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
Hanford PD - Core	1	T7885	MCAFEЕ WINDOWS AV CLIENT
Hanford PD - Core	1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
Hanford PD - Core	1	DDN2093	17IN LCD DRAWER WITH KEYBOARD AND MOUSE, KVM 8 PORTS, CABLES
Hanford PD - Core	1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
Hanford PD - Core	1	TYN4002	ANALOG/V.24 INTERFACE KIT

5 Position MCC 7500E Dispatch Console and RF Upgrade

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Equipment List 2-1

Attachment: Motorola Quote (HPD / HPD Radio Infrastructure Replacement)

SUB SYS	QTY	NOMENCLATURE	DESCRIPTION
Hanford PD - Core	1	T8303	IP PACKET CAPTURE EXPANSION
Hanford PD - Core	1	T8493	EDGE & HUB ROUTER & FIREWALL - AC
Hanford PD - Core	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
Hanford PD - Core	1	CA03448AA	ADD: STATEFUL FIREWALL
Hanford PD - Core	1	CLN1868	2930F 24-PORT SWITCH
Hanford PD - Dispatch	1	B1948	MCC 7500E DISPATCH POSITION LICENSES
Hanford PD - Dispatch	5	UA00653AA	ADD: BASIC CONSOLE OPERATION
Hanford PD - Dispatch	5	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
Hanford PD - Dispatch	5	UA00249AA	ADD: 15 RADIO RESOURCES LICENSE
Hanford PD - Dispatch	5	UA00661AA	ADD: ENHANCED IRR
Hanford PD - Dispatch	1	B1949	MCC 7500E SOFTWARE DVD
Hanford PD - Dispatch	5	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
Hanford PD - Dispatch	5	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
Hanford PD - Dispatch	10	B1952	SPEAKER, DESKTOP, USB
Hanford PD - Dispatch	10	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
Hanford PD - Dispatch	10	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
Hanford PD - Dispatch	10	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
Hanford PD - Dispatch	5	B1941	USB AUDIO INTERFACE MODULE
Hanford PD - Dispatch	5	B1951	MICROPHONE, DESKTOP, USB

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



SUB SYS	QTY	NOMENCLATURE	DESCRIPTION
Hanford PD - Dispatch	5	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
Hanford PD - Dispatch	10	B1913	MCC SERIES HEADSET JACK
Hanford PD - Dispatch	5	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
Hanford PD - Dispatch	5	RMN5151A	OVER-THE-HEAD, BINAURAL, NOISE-CANCELING HEADSET
Hanford PD - Dispatch	5	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
Hanford PD - Dispatch	5	T7885	MCAFFEE WINDOWS AV CLIENT
Hanford PD - Dispatch	2	DSF2B56AA	USB EXTERNAL DVD DRIVE
Hanford PD - Dispatch	5	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
Hanford PD - Dispatch	5	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
Hanford PD - Dispatch	1	F4543	SITE MANAGER BASIC
Hanford PD - Dispatch	1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
Hanford PD - Dispatch	1	V266	ADD: 90VAC TO 260VAC PS TO SM
Hanford PD - Dispatch	3	V592	AAD TERM BLCK & CONN WI
Hanford PD - Dispatch	1	SQM01SUM0205	GGM 8000 GATEWAY
Hanford PD - Dispatch	1	CA01616AA	ADD: AC POWER
Hanford PD - Dispatch	1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
Hanford PD - Dispatch	1	SQM01SUM0205	GGM 8000 GATEWAY
Hanford PD - Dispatch	1	CA01616AA	ADD: AC POWER

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



SUB SYS	QTY	NOMENCLATURE	DESCRIPTION
Hanford PD - Dispatch	1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
Hanford PD - Dispatch	1	SQM01SUM0205	GGM 8000 GATEWAY
Hanford PD - Dispatch	1	CA01616AA	ADD: AC POWER
Hanford PD - Dispatch	1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
Hanford PD - Dispatch	1	T8492	SITE ROUTER & FIREWALL- AC
Hanford PD - Dispatch	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
Hanford PD - Dispatch	1	CA03448AA	ADD: STATEFUL FIREWALL
Hanford PD - Dispatch	1	B1941	USB AUDIO INTERFACE MODULE
Hanford PD - Dispatch	1	B1952	SPEAKER, DESKTOP, USB
Hanford PD - Dispatch	1	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
Hanford PD - Dispatch	1	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
Hanford PD - Dispatch	1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
Hanford PD - Dispatch	1	B1951	MICROPHONE, DESKTOP, USB
Hanford PD - Dispatch	1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
Hanford PD - Dispatch	1	B1913	MCC SERIES HEADSET JACK
Hanford PD - Dispatch	1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
Hanford PD - Dispatch	1	L37TSS9PW1 N	ALL BAND CONSOLETTTE
Hanford PD - Dispatch	1	CA01598	ADD: AC LINE CORD US
Hanford PD - Dispatch	1	G806	ENH: ASTRO DIGITAL CAI OP APX

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



SUB SYS	QTY	NOMENCLATURE	DESCRIPTION
Hanford PD - Dispatch	1	W382	ADD: CONTROL STATION DESK GCAI MIC
Hanford PD - Dispatch	1	GA05507	DEL: DELETE 7/800MHZ BAND
Hanford PD - Dispatch	1	GA05508	DEL: DELETE VHF BAND
Hanford PD - Dispatch	1	G48	ENH: CONVENTIONAL OPERATION
Hanford PD - Dispatch	1	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
Hanford PD - Dispatch	1	G78	ADD: 3Y ESSENTIAL SERVICE
Hanford PD - Dispatch	1	HKN6233C	APX CONSOLETTA RACK MOUNT KIT
Antenna Assembly	1	RDE4404A	DB404L-B 4 DIPOLE ANT 5DB OFFSET 450-470
Antenna Assembly	15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
Antenna Assembly	1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
Antenna Assembly	1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
Antenna Assembly	2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
Antenna Assembly	200	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
Antenna Assembly	2	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
Antenna Assembly	5	DSSG1212B2U	SG12-12B2U, SUREGROUND 1/2", 48"
Antenna Assembly	1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
Antenna Assembly	7	DSSSH12	SSH-12 1/2" SNAPSTAK HANGER 10PK
Antenna Assembly	1	DSCGXZ36NMNFA	RF SPD, 400-1200MHZ HYBRID +36 VDC PASS NM ANTENNA, NF EQUIPMENT
Antenna Assembly	35	DSFSJ450BCABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT

5 Position MCC 7500E Dispatch Console and RF Upgrade

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Equipment List 2-5

SUB SYS	QTY	NOMENCLATURE	DESCRIPTION
Antenna Assembly	2	DDN9682	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
Hanford PD - Prime	1	T7321	GCM 8000 COMPARATOR
Hanford PD - Prime	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
Hanford PD - Prime	1	CA01183AA	GCM 8000 COMPARATOR
Hanford PD - Prime	1	CA01484AC	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
Hanford PD - Prime	1	CA01505AC	ADD: GCM/GRV CONV VOTING OPERATION
Hanford PD - Prime	1	CA03111AA	ADD: CEC COMPLIANCE
Hanford PD - Prime	1	X153AW	ADD: RACK MOUNT HARDWARE
Hanford PD - Prime	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
Hanford Auditorium - PD1	1	CLN1868	2930F 24-PORT SWITCH
Hanford Auditorium - PD1	1	T8492	SITE ROUTER & FIREWALL- AC
Hanford Auditorium - PD1	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
Hanford Auditorium - PD1	1	CA03448AA	ADD: STATEFUL FIREWALL
Hanford Auditorium - PD1	1	T7039	GTR 8000 Base Radio
Hanford Auditorium - PD1	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
Hanford Auditorium - PD1	1	X640AL	ADD: UHF R2 (435-524 MHZ)
Hanford Auditorium - PD1	1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
Hanford Auditorium - PD1	1	CA03111AA	ADD: CEC COMPLIANCE
Hanford Auditorium - PD1	1	CA01505AA	ADD: ASTRO 25 CONVENTIONAL VOTING SOFT

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



SUB SYS	QTY	NOMENCLATURE	DESCRIPTION
Hanford Auditorium - PD1	1	X265AP	ADD: BR PRESELECTOR 380-512 MHZ
Hanford Auditorium - PD1	1	X153AW	ADD: RACK MOUNT HARDWARE
Hanford Auditorium - PD1	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
Hanford Auditorium - PD1	1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
ATT Tower	1	CLN1868	2930F 24-PORT SWITCH
ATT Tower	1	T8492	SITE ROUTER & FIREWALL- AC
ATT Tower	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
ATT Tower	1	CA03448AA	ADD: STATEFUL FIREWALL
ATT Tower	1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
Remington - PD1	1	T7540	GPW 8000 RECEIVER
Remington - PD1	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
Remington - PD1	1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
Remington - PD1	1	X640AN	ADD: UHF R2 (435-524 MHZ)
Remington - PD1	1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
Remington - PD1	1	CA03111AA	ADD: CEC COMPLIANCE
Remington - PD1	1	X153AW	ADD: RACK MOUNT HARDWARE
Remington - PD1	1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
Remington - PD1	1	CLN1868	2930F 24-PORT SWITCH
Remington - PD1	1	T8492	SITE ROUTER & FIREWALL- AC
Remington - PD1	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
Remington - PD1	1	CA03448AA	ADD: STATEFUL FIREWALL

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



SUB SYS	QTY	NOMENCLATURE	DESCRIPTION
Remington - PD1	1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
Katie Hammond	1	CLN1868	2930F 24-PORT SWITCH
Katie Hammond	1	T8492	SITE ROUTER & FIREWALL- AC
Katie Hammond	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
Katie Hammond	1	CA03448AA	ADD: STATEFUL FIREWALL
Katie Hammond	1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
County Govt Center - PD2	1	T7039	GTR 8000 Base Radio
County Govt Center - PD2	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
County Govt Center - PD2	1	X640AL	ADD: UHF R2 (435-524 MHZ)
County Govt Center - PD2	1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
County Govt Center - PD2	1	CA03111AA	ADD: CEC COMPLIANCE
County Govt Center - PD2	1	CA01505AA	ADD: ASTRO 25 CONVENTIONAL VOTING SOFT
County Govt Center - PD2	1	X265AP	ADD: BR PRESELECTOR 380-512 MHZ
County Govt Center - PD2	1	X153AW	ADD: RACK MOUNT HARDWARE
County Govt Center - PD2	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
County Govt Center - PD2	1	CLN1868	2930F 24-PORT SWITCH
County Govt Center - PD2	1	T8492	SITE ROUTER & FIREWALL- AC
County Govt Center - PD2	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
County Govt Center - PD2	1	CA03448AA	ADD: STATEFUL FIREWALL

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



SUB SYS	QTY	NOMENCLATURE	DESCRIPTION
County Govt Center - PD2	1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
UPS	5	DS9PXXR27001023S	UPS, 9PX, 2700W, 120V, SOFTWIRED, 23 MIN RUNTIME RACKMOUNT

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



SECTION 3

STATEMENT OF WORK

This Statement of Work (SOW) describes the deliverables to be furnished to Hanford Police Department. The tasks described herein will be performed by Motorola and Hanford Police Department to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and Hanford Police Department during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and Hanford PD.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

Motorola is proposing to the Hanford Police Department a new Dispatch Console and RF Upgrade Project, which consists of the following equipment:

Site Name	Major Equipment
Hanford Police Department (Dispatch Center)	One (1) K2 Core Five (5) MCC7500E Consoles One (1) GCM8000 Comparator for PD1 Two (2) Enhanced Conventional Channel Gateways Two (2) Backhaul Switches One (1) APX Console with antenna and line One (1) UPS
Hanford Auditorium	One (1) GTR8000 Base Station Repeater for PD1 One (1) Site LAN Switch One (1) Site Router One (1) UPS
ATT Tower	One (1) Site LAN Switch One (1) Site Router One (1) UPS



Site Name	Major Equipment
Remington	One (1) GPW8000 Receiver for PD1 One (1) Site LAN Switch One (1) Site Router One (1) UPS
County Government Center	One (1) GTR8000 Base Station Repeater for PD2 One (1) Site LAN Switch One (1) Site Router
Katie Hammond	One (1) Site LAN Switch One (1) Site Router One (1) UPS

3.1 ASSUMPTIONS

Motorola has based the system design on information provided by Hanford PD and an analysis of the system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to Hanford, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- The proposed equipment will be on the current ASTRO 25 Release available at the time of purchased. The existing equipment will be upgraded to the same ASTRO 25 Release of the proposed equipment.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- Hanford PD will provide dispatch furniture.
- Motorola Solutions has proposed a 7.0' rack at the Hanford PD Dispatch Center while all equipment at the remote sites will be mounted in the existing racks.
- The ASTRO 25 conventional system proposed uses non-redundant links to all remote sites.
- Several sites will re-use already existing, updated equipment. All existing site resources are operational and in good condition. No modifications to existing site resources are included.
- All existing sites or equipment locations will have adequate electrical power (and backup power, if necessary) in the proper phase and voltage and site grounding to support the requirements of the system described by R56.
- Demarcation is the Motorola Solutions proposed hardware itself
- Any site/location/tower upgrades/tower stress analysis or modifications are the responsibility of Hanford Police Department.
- All existing towers and or antenna mounting locations will have adequate space and size to support the antenna network requirements of the system described.
- ATT will allow Hanford Police Department to install an additional antenna on their tower. If they cannot secure this site then Hanford Police Department will look for a viable site to relocate all the existing equipment. This is not included in the scope of this proposal.



- Existing lines, antenna and RFDS at all sites will be reused. However, if these will cause problems during installation, Hanford Police Department will be responsible in replacing them.
- There is an existing antenna, lines and RFDS at the County Government Center which can be reused for the new GTR 8000 at this location for PD Channel 2.
- The Hanford Police Department is responsible for providing an appropriate antenna mounting structure and coax/cable pathways to the equipment room racks. Motorola Solutions has also assumed a standard over the ground coax installation.
- All required approved local, State or Federal, FCC/FAA, and any other permits as may be required for the installation and operation of the proposed equipment are the responsibility of Hanford Police Department.
- Any applicable frequencies and FCC/FAA licensing will be the responsibility of Hanford Police Department.
- Any required system interconnections not specifically outlined here will be provided by Hanford Police Department. These may include dedicated phone circuits, microwave links, Ethernet links or other types of connectivity.
- Hanford Police Department will provide Public Safety Grade Ethernet connectivity from the Core to all remote sites.
- Hanford Police Department must conform to the required Backhaul Network Parameters
 - Link Latency:
 - ◆ Repeater site to Dispatch site: 100ms; late join < 92ms
 - ◆ Dispatch site to Repeater site: 70ms; late join < 37ms
 - Jitter:
 - ◆ The jitter budget needs to be kept to 20 ms* or less.
 - ◆ *Jitter limits mentioned above are a 99th percentile value and are based on Y.1541 method of calculation.
 - Packet Loss:
 - ◆ Packet loss is defined per RFC 2680. The specification for end-to-end packet loss is no more than 0.01%.
 - Recommended MTU size 2048. At the very least, support jumbo frames (no fragmentation)
 - L2 backhaul should honor Motorola's CoS markings (802.1Q)
 - Committed information Rate
 - ◆ Motorola recommends allocating at least 5Mbps throughput dedicated for LMR traffic between the Core and Remote RF sites.
- Any necessary demarcation points are defined as the Motorola Solutions-provided equipment. This includes demarcation for the following services:
 - 120VAC/ -48DC Power & Circuits
 - Backup Power
 - Grounding
 - Communication Circuits and backhaul links between sites
- UPS are included in this proposal for the following sites:
 - Hanford PD Dispatch Center, Hanford Auditorium, Remington, ATT Tower and Katie Hammond Sites
- No coverage guarantee is included or implied for this proposal. No coverage test will be performed.

Attachment: Motorola Quote (HPD / HPD Radio Infrastructure Replacement)



- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions provided equipment except for interference that is directly caused by the Motorola Solutions provided transmitter(s) to the Motorola Solutions provided receiver(s). Should Hanford Police Department's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Spares for the RF Base Stations are excluded in the proposal.
- One (1) control station with antenna and lines for PD1 is included in this design.
- Any required system interconnections not specifically outlined here will be provided by Hanford Police Department. These may include dedicated phone circuits, microwave links or other types of connectivity.
- Logging is the responsibility of Hanford Police Department. A new logging recorder or Archiving Interface Server (AIS) are not included in this proposal.
- Hanford will be responsible for any Logging Recorder, CAD, etc. interface configurations, licenses, and or upgrades for the new dispatch consoles.
- Any logging recorder, 9-1-1, CAD or any 3rd party upgrades or reconfigurations will be the responsibility of Hanford Police Department.
- Subscriber installations and programming have not been included in this proposal.

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	



Tasks	Motorola Solutions	Customer
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



Tasks	Motorola Solutions	Customer
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Conduct one three-point ground resistance test of each site.	X	
Pay for application fees, taxes, and recurring payments for lease/ownership of property.		X
Ensure that required rack space is available for installation of the new equipment.		X
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



Tasks	Motorola Solutions	Customer
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
System Staging		
Ship all equipment needed for staging to Motorola Solutions' Customer Center for Solutions Integration (CCSi).	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



Tasks	Motorola Solutions	Customer
Inventory the equipment with serial numbers and installation references.	X	
Perform factory functional acceptance tests of system features	X	
Conduct site and system level testing.	X	
Perform system burn-in 24 hours a day during staging to isolate and capture any defects.	X	
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



Tasks	Motorola Solutions	Customer
ASTRO 25 Core and Remote Site Installation and Configuration		
Install fixed equipment contained in the equipment list and system description.	X	
Provide backhaul connectivity and associated equipment for all sites to meet latency, jitter and capacity requirements.		X
Configure ASTRO 25 system to support the new RF sites.	X	
Verify site link performance, prior to the interconnection of the solution equipment to the link equipment.	X	
Integrate the RF sites into the system to ensure proper operation.	X	
Deliverable: ASTRO 25 core and remote site equipment installation completed.		
Console Installation and Configuration		
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.		X
Connect console to circuit demarcation points.	X	
Install PC workstation w/ keyboard and mouse, and monitor.	X	
Install an Audio Interface Module (AIM) and purchased peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Develop templates for console programming.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		
Consolette Installation and Configuration		
Provide adequate space, grounding, and power for the control station installation.		X
Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.	X	
Provide an elevated antenna mounting location, and adequate feed-line routing and support.		X
Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).		X
Install RF local consolette identified in the equipment list.	X	
Perform consolette programming.	X	
Deliverable: Control station equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		

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Tasks	Motorola Solutions	Customer
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Training		
Finalize schedule for training coursework.	X	
Provide training facility.		X
Ensure that the training participants fulfill course prerequisites.		X
Conduct the training classes outlined in the Training Plan.	X	
Attend proposed training classes.		X

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



Tasks	Motorola Solutions	Customer
Deliverable: Training coursework completed.		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: ▪ Site Block Diagrams. ▪ Site Floor Plans. ▪ Site Equipment Rack Configurations. ▪ Antenna Network Drawings for RF Sites (where applicable). ▪ ATP Test Checklists. ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. ▪ Console Programming Template (where applicable). ▪ Maintenance Manuals (where applicable). ▪ Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.	X	

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



Tasks	Motorola Solutions	Customer
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



SECTION 4

ACCEPTANCE TEST PLAN

4.1 MCC 7100/7500 CONVENTIONAL RESOURCES

4.1.1 Console Priority

1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned resource. The Console Position has the capability to take control of an assigned voice channel for a channel/talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
RADIO-2 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

VERSION #1.040

2. TEST

- Step 1. Initiate a call from RADIO-1 on CONVENTIONAL CHANNEL 1. Keep this call in progress until the test has completed.
- Step 2. Observe that RADIO-2 receives the call.
- Step 3. While the call is in progress, key up CONSOLE-1 on CONVENTIONAL CHANNEL 1.
- Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on CONVENTIONAL CHANNEL 1
- Step 5. De-key CONSOLE-1.
- Step 6. Verify RADIO-2 now receives RADIO-1 audio.
- Step 7. End the CONVENTIONAL CHANNEL 1 call from RADIO-1.

Pass_____ Fail_____



MCC 7100/7500 Conventional Resources

4.1.2 Alert Tones - Conventional Channel

1. DESCRIPTION

Pre-defined alert tones can be transmitted on the selected Radio Resource to subscribers which can alert members of a channel / talkgroup to a particular event or signify to radio users special instructions are to follow. The Console has the ability to send an Alert-Tone signal on selected conventional or talkgroup resources.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
RADIO-2 - CONVENTIONAL CHANNEL 1
CONSOLE-1 - CONVENTIONAL CHANNEL 1

VERSION #1.030

2. TEST

- Step 1. Select CONVENTIONAL CHANNEL 1 on CONSOLE-1.
- Step 2. Select Alert Tone 1 and depress the Alert Tone button.
- Step 3. Verify that RADIO-1 and RADIO-2 hear Alert Tone 1.
- Step 4. Repeat Steps 2-3 for Alert Tone 2 and 3.

Pass_____ Fail_____

Attachment: Motorola Quote (HPD / HPD Radio Infrastructure Replacement)



MCC 7100/7500 Conventional Resources

4.1.3 Activity Log - Conventional

1. DESCRIPTION

The MCC7100/7500 Console activity log will show all traffic for the resource assigned to that console to include the time, radio alias, Channel, PTT ID and Emergency Call.

The dispatcher has the capability of selecting a logged call within in the "Activity Log Window" for instant transmit on the corresponding logged resource.

This activity log can be logged to a text file for archival purposes.

Note: The log file in the ops will only be seen if you first check Log Activity in Elite Admin application then in folder options uncheck hide hidden system files. The location will be
c:\Program
Data\MCC7500\MessageMonitorLogs.

SETUP

RADIO-1 – CONVENTIONAL CHANNEL 1
RADIO-2 – CONVENTIONAL CHANNEL 2
RADIO-3 – CONVENTIONAL CHANNEL 3
RADIO-4 – CONVENTIONAL CHANNEL 4

CONSOLE-1 – CONVENTIONAL CHANNEL 1,
CONVENTIONAL CHANNEL 2,
CONVENTIONAL CHANNEL 3,
CONVENTIONAL CHANNEL 4

VERSION #1.060

2. TEST

- Step 1. On CONSOLE-1 select the "Show Activity Log" button on the tool bar to open the Activity Log Window.
- Step 2. Initiate calls on RADIO-1, RADIO-2, RADIO-3 and RADIO-4 to log call information and verify calls are displayed in the activity log window.
- Step 3. Select a logged call in the Activity Log Window and verify that the Channel Control Window (CCW) at the top of the Activity log window changes to the corresponding resource. Verify the dispatcher is capable of responding via the instant transmit button.
- Step 4. Open the text file created by the Activity Log and verify call traffic has been archived to the document file.

Pass____ Fail____



MCC 7100/7500 Conventional Resources

4.1.4 Frequency Selectable Conventional Resource

1. DESCRIPTION

A Resource is selected on the console by placing the cursor over the Resource, choosing an area and selecting. The Resource choice area is the region where the name of the Resource is located (Top alphanumeric line of the Resource). When selected, the background of the Radio Resource will turn white and the border will turn green. Choosing the Instant Transmit button will send keying commands to the station.

The Frequency Select option provides the capability to choose from a number of available frequencies based on the channel type.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

VERSION #1.020

2. TEST

- Step 1. Using CONSOLE-1, select the first frequency in the list for the resource.
- Step 2. Select the corresponding frequency on RADIO-1.
- Step 3. Verify communications between CONSOLE-1 and RADIO-1.
- Step 4. Using CONSOLE-1, select another frequency in the list for the resource.
- Step 5. Select the corresponding frequency on RADIO-1.
- Step 6. Verify communications between CONSOLE-1 and RADIO-1.

Pass____ Fail____



MCC 7100/7500 Conventional Resources

4.1.5 Tone Generation on Conventional Resource

1. DESCRIPTION

This test will demonstrate that the dispatch console is able to transmit on a conventional resource during the tone generation period.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1

CCGW-1 - CONVENTIONAL CHANNEL 1
CCGW-1 - SITE 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1
CONSOLE-1 - SITE - CONSITE 1

(Note: Use General Transmit by keying up CONVENTIONAL CHANNEL 1 via console microphone or footswitch)

VERSION #1.040

2. TEST

- Step 1. Send an Alert tone from CONSOLE-1, followed by a voice announcement.
- Step 2. Verify that RADIO-1 hears Alert tone from CONSOLE-1
- Step 3. Verify that RADIO-1 hears audio from CONSOLE-1 during the Alert Tone Talk Extend period.

Pass_____ Fail_____

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



MCC 7100/7500 Conventional Resources

4.1.6 Patch Operation - Conventional

1. DESCRIPTION

The Patch feature allows more than one Radio Resource to be grouped simultaneously. This can be used for temporarily merging two or more channels/frequencies together to act as one larger group. Telephones and radio resources can be patched together. In a patch group, the members can receive messages from the console and they can transmit to all other members of the patch group.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
RADIO-2 - CONVENTIONAL CHANNEL 2
CONSOLE-1 - CONVENTIONAL CHANNEL 1
and CONVENTIONAL CHANNEL 2

VERSION #1.020

2. TEST

- Step 1. Select the tab for patch 1, 2 or 3. Verify that the patch edit button and patch transmit button appear.
- Step 2. Select the "Patch Edit" icon. The selected patch will turn blue.
- Step 3. Select the CONVENTIONAL CHANNEL 1 and CONVENTIONAL CHANNEL 2 Radio Resource by moving the cursor over the Radio Resources' names and selecting them.
- Step 4. Verify that the selected Radio Resources display a "Patch Edit" icon.
- Step 5. Press and hold the "Patch Transmit" icon to initiate the patch transmission.
- Step 6. Verify that the RADIO-1 and RADIO-2 monitor the console outbound audio.
- Step 7. Verify that RADIO-1 can communicate with RADIO-2 even though they are on separate channels.
- Step 8. To knock down the patch, select the Radio Resources by moving the mouse cursor over the resource window and clicking over the patch icon. Repeat this process until all the resources have been removed from the Patch window.
- Step 9. Select the Patch Edit icon and idle the current patch.

Pass____ Fail____

4.2 RADIO TO RADIO FEATURES

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



4.2.1 Conventional Radio Resource Call - Clear Mode

1. DESCRIPTION

Subscribers can communicate to each other through a repeater that is selected via the channel selector on the individual radio.

The signals that are received from the subscriber radio are repeated so that other radios on that channel will be able to hear and participate in the conversation.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
RADIO-1 - CONVSITE 1
RADIO-2 - CONVENTIONAL CHANNEL 1
RADIO-2 - CONVSITE 1

VERSION #1.050

2. TEST

- Step 1. Initiate a CONVENTIONAL CHANNEL 1 call on RADIO-1.
- Step 2. Verify RADIO-2 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.
- Step 3. Initiate a CONVENTIONAL CHANNEL 1 call on RADIO-2.
- Step 4. Verify RADIO-1 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.
- Step 5. Repeat above tests for each repeater channel.

Pass_____ Fail_____

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



Radio to Radio Features

4.2.2 Conventional Radio Scan

1. DESCRIPTION

A subscriber can be programmed to scan through a list of conventional frequencies and lock on to one that has activity. This allows a user to monitor multiple frequencies at one time.

This scan will cycle through its list and if activity is detected, will change to that personality for the duration of the transmission. After the transmission ends and after a preset hang time, the subscriber reverts to its home channel.

SETUP

RADIO-1 - SITE 1 (SCANNING)
RADIO-2 - SITE 2

RADIO-1 must have SITE 1 and SITE 2 in its active scan list.

VERSION #1.070

2. TEST

- Step 1. Verify that on RADIO-1 scan is enabled.
- Step 2. From RADIO-2, transmit on SITE 2, which is a channel programmed in the active scan list.
- Step 3. Verify that RADIO-1 changes to SITE 2.
- Step 4. Verify communications between RADIO-1 and RADIO-2.
- Step 5. Verify that RADIO-1 will return to its home channel of SITE 1.
- Step 6. Repeat steps 2-5 for all channels in the active scan list.

Pass____ Fail____

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



Radio to Radio Features

4.2.3 Conventional Radio Priority Scan

1. DESCRIPTION

With Priority Scan, a radio user can scan pre-programmed channels in the scan list. Activity on the channels are monitored on a first-come first-served basis. A conversation in process will only be interrupted by activity on channels marked as Priority in the scan list.

SETUP

RADIO-1 - SITE 1 (SCANNING)
RADIO-2 - SITE 2
RADIO-3 - SITE 1

RADIO-1 must have SITE 1 and SITE 2 in its active scan list and SITE 1 set as priority Monitor.

VERSION #1.090

2. TEST

- Step 1. Verify that on RADIO-1 scan is enabled.
- Step 2. From RADIO-2, transmit on SITE 2, which is a channel programmed in the active scan list.
- Step 3. Verify that RADIO-1 changes to SITE 2.
- Step 4. While continuing to transmit on RADIO-2, Key RADIO-3 on SITE 1.
- Step 5. Verify that RADIO-1 will return to its home channel of SITE 1 and hears RADIO-3.

Pass_____ Fail_____

Attachment: Motorola Quote (HPD / HPD Radio Infrastructure Replacement)



Radio to Radio Features

4.2.4 Conventional Radio Resource Via Comparator

1. DESCRIPTION

A comparator will vote all receive capable sites and transmit on specified transmit capable sites. Because a comparator will construct a signal from multiple sites, it is necessary to test each site individually.

SETUP

RADIO-1 - SITE 1
RADIO-2 - SITE 1

VERSION #1.040

2. TEST

- Step 1. Disable all sites on the comparator except SITE 1.
- Step 2. Verify communications between RADIO-1 and RADIO-2.
- Step 3. Disable SITE 1 and enable the next site. Change the channel on the subscriber if necessary.
- Step 4. Verify communications between RADIO-1 and RADIO-2.
- Step 5. Repeat steps 3 & 4 until all sites on the comparator have been individually tested.
- Step 6. Enable all sites on the comparator.
- Step 7. Verify communications between RADIO-1 and RADIO-2 with all sites enabled.

Pass_____ Fail_____

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



4.3 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS:

Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

Attachment: Motorola Quote (HPD / HPD Radio Infrastructure Replacement)



SECTION 5

TRAINING PLAN

5.1 TRAINING OVERVIEW

Partnering with Motorola Solutions will enable the Hanford Police Dept. to build personnel competency and maximize return on investment.

Effective training ensures successful implementation and use of your communications system by all personnel for the life of the system. The training plan furnished to the Hanford Police Dept. is comprised of targeted coursework developed and delivered by our expert instructors. This plan, included below, will effectively provide the Hanford Police Dept.'s personnel with a comprehensive understanding of the proposed system and user equipment.

We will collaborate with the Hanford Police Dept. to tailor a final training plan to enable the Hanford Police Dept.'s organization to operate, configure, and manage the proposed solution effectively and efficiently.



5.2 MOTOROLA SOLUTIONS TRAINING

Motorola Solutions provides an expanding portfolio of training delivery methods, tools, and courses to support the training needs of our customers. The figure below shows the elements of our training methodology that qualify us as the leader in the communications training industry.

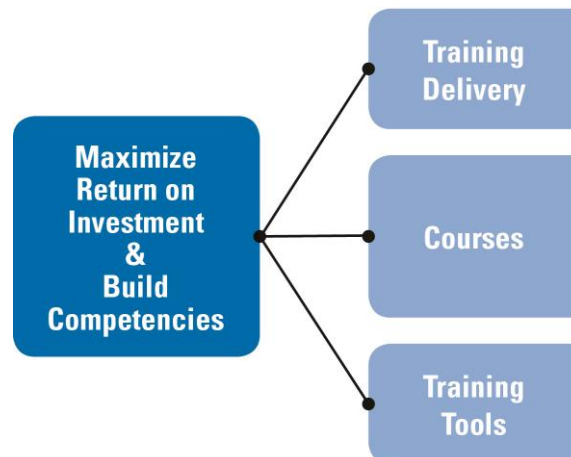


Figure 5-1: Build the competencies of the Hanford Police Dept.'s personnel and maximize your return on investment with Motorola Solutions' expanding portfolio of training delivery methods, tools, and courses.

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)

5.2.1 Training Delivery

Training Methods

Motorola Solutions' training experience and expertise enables our customers to gain the training they need to use during critical times in a variety of methods. As shown in the figure below, we offer four interactive methods of training: Online Self-Paced, Virtual Instructor-Led, Instructor-Led, and our *new* Integrated Training Environment.



Figure 5-2: Motorola Solutions offers a variety of interactive training methods that cater to different learning techniques, allowing more effective ways to give personnel the skills they need.

These training approaches ensure our customers receive the understanding they need for the practical aspects of their jobs.

Delivery Options

Field

Field class delivery is "tailored" to the customer's specific system. We are providing classes which are not offered as standard "Open Resident" classes at our training facilities. The students benefit from working on their own systems, at their home location and within their schedules.

Motorola Facility

Resident classes are open to all Motorola customers, seating is based on availability, and participant guides and required pre-work when applicable are included in the tuition. These courses are comprehensive and are not tailored to any one customer's system. Students benefit from other students' experiences and are allowed to take systems out of service. These courses provide optimal "hands-on" training.

Motorola Facility Closed Sessions-Customer Specific

Special Resident classes are closed sessions for a particular Motorola Solutions customer. The customer is essentially renting the classroom. These courses are tailored to the customer's system as much as possible. The instructor will require the customer's system diagrams prior to the class taking place. The students will receive their ASTRO 25 IV&D manuals on CD-ROM and hard copy participant guides. Class manuals, participant guides, and required pre-work are included in the pricing of the class per student. The students are allowed to take systems out of service, which provides optimal "hands-on" training.

Motorola Solutions Instructors

We have approximately 40 instructor resources distributed across North America. These instructors are available to train customers in our Technical Training Center located in Schaumburg, Illinois, while specific training courses are available at our facility in Plantation, Florida. Training can also be delivered directly on-site at customer locations. All instructors undergo an Instructional Skills and Technical Knowledge Program, which is a globally-recognized training and instructor assessment program.

Consultative Services

Motorola Solutions provides consultative services for our customers, which includes personalized training plans and other training-related services. Our dedicated training consultant team works with our customers and Motorola Solutions account teams to identify and meet the training needs of technical, administrative end users, and other audiences.

5.2.2 Training Courses

Motorola Solutions offers a wide range of training courses to help our customers improve their proficiency with our expanding portfolio and get the most from their training system.

Our specialized courses/curriculums are designed for our customers' role. Whether they are an administrator, technician or user, Motorola Solutions makes sure our customers are equipped with foundational and advances skills.

General overviews of product and/or solution training offered are listed below:

Foundational Radio and Networking Training

Foundational Radio and Networking training provides new hires or staff from different skilled backgrounds fundamental knowledge. Some of these courses are online/self-paced while others are instructor led. Some topics include: Radio System Basics, Basic Networking, Communication System Concepts, Networking Essentials and Applied Networking. This allows Motorola Solutions to offer training before installation, during installation and after your solution is operational.

ASTRO 25 Infrastructure Training Courses

ASTRO 25 Infrastructure Training provides participants with a full curriculum that will enable them to maintain/service the new solution, and will give them the skills



required to manage and operate the solution to obtain its fullest potential and capabilities.

ASTRO 25 Patch Management Training Course

ASTRO 25 Patch Management Training provides ASTRO 25 Land Mobile Radio (LMR) system administrators the information needed to access and patch their radio network infrastructure, update antivirus definitions, and review log files.

MCC Console Training Courses

MCC Console Training provides participants with a curriculum that will enable them to obtain a high-level understanding of the system configuration, general console operation, how to perform basic tasks, operating procedures for specific features, and the knowledge and skills necessary to manage and maintain the system.

APX Mobile and Portable Radio Training Courses

APX Mobile and Portable Radio Training provides participants with an introduction to the radio, the knowledge and skills necessary to perform basic radio operation, common operational tasks, operating procedures for specific features of the radio, and technical programming and maintenance of radios.

Digital Evidence Management Solution (DEMS) Training Courses

Digital Evidence Management Solution Training provides participants with a high-level overview of the DEMS solution. The CommandCentral Vault Field Workshop Solution training and Video Camera training are conducted with a combination of hands-on lab activities, demonstration, and discussion that provide an in-depth learning experience for participants, enabling them to make the most effective use of their solution/device.

MOTOTRBO Training Courses

MOTOTRBO Training provides participants with a full curriculum that will enable them to maintain/service the new solution, and will give them the skills required to manage and operate the solution to obtain its fullest potential and capabilities.

CallWorks Training Courses

CallWorks Training provides participants with an overview of the components and functionality of the main application, operation, troubleshooting, a high-level understanding of the software, and configuration and maintenance of components of the CallWorks solution.

PremierOne Training Courses

PremierOne Training provides participants with sufficient knowledge of the PremierOne solution and its tools, giving them the skills necessary to operate and maintain the PremierOne solution.

LTE Training Courses

LTE Training provides participants a high-level understanding of the Public Safety LTE system and the network elements that comprise the system. Participants will gain knowledge of LTE architecture, signaling, system administration, and applied networking.



WAVE Training Courses

WAVE Training provides participants with an overview of the WAVE solution. It offers a basic understanding of how WAVE delivers a Radio-over-IP solution; describes features, hardware, and software requirements; how to use applications; and provides instruction in designing, integrating, and troubleshooting the WAVE solution.

5.2.3 Training Tools

Training Kits

Training kits are essential suitcase equipment, labs and exercises that apply to some of the ASTRO, MOTOTRBO, WAVE and LTE solutions. These kits are used in addition to equipment, in order to prevent solution downtime while training is conducted. As part of specific on-site classes, shown in Table 5-1, kits are included and shipped to our customers to allow students an in-depth, hands-on experience.

Table 5-1: Field Classes Training Kit Availability

Field Classes Training Kit Availability	
Networking Essentials	Server Virtualization
Applied Systems Networking	WAVE Certified Integration Engineer
Domain Controller	MOTOTRBO™ Systems Applied Networking

Tracking and Evaluation

All customer training is tracked and evaluated. The Project Manager and training team tracks and records all courses completed through the implementation of the project. Surveys are given to trainees to evaluate the trainers. Feedback is given and placed on our customer shared website.

Interactive End User Tool Kit (iEUTK)

The Interactive End User Tool Kit is a knowledge-transfer tool designed to accelerate learning through customizability. Using the iEUTK allows trainers to customize user/operator training to match unique button, feature programming, and displays provided in the system and radio codeplug. These tailored materials are developed by Motorola Solutions trainers using tool kits that allow customer trainers to modify training materials when radio or console features change. Personnel are taught how to maneuver through and tailor the iEUTK screens. The tailored selections are saved to an electronic file that the Motorola Solutions training team provides to the customer.

For a more detailed view of the training Motorola Solutions provides, please see our Product and System Technical Training Course Catalog:
<https://learning.motorolasolutions.com/catalog/56280enus>



5.3 PROPOSED TRAINING FOR THE HANFORD POLICE DEPT.

In order to achieve the training goals identified by the Hanford Police Dept., we propose the following courses.

It is necessary that participants bring their laptop computers for all system administrator and technician classes. Materials will be delivered electronically via USB drives.

5.3.1 Consoles Supervisors & Operators

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
MCC7500E Console Operator & Admin Training Course #: AST1054 5 training consoles Ratio: 2 per console (Instructor-led)	Dispatch Supervisors	1	1 day	Hanford, CA	Prior to cutover	6
MCC7500E Console Operator Training Course #: AST1053 5 training consoles Ratio: 2 per console (Instructor-led)	Dispatch Operators	3 (4 hour) Sessions	1.5 days	Hanford, CA	Prior to cutover	24 Total (8 per session)

5.3.2 Course Descriptions for the Hanford Police Dept.

Course descriptions for the Hanford Police Dept. are included on the following pages.

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



5.3.2.1 MCC7500 Console Supervisor

Course Synopsis and Objectives:	This course provides participants with the knowledge and skills to manage and utilize the MCC7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens. After completing this training course, you will be able to: ▪ Understand the menu items and tool bar icons. ▪ Edit folders, multi-select/patch groups, auxiliary input output groups, windows and toolbars. ▪ Add/delete folders.
Delivery Method:	ILT - Instructor-led training
Duration:	4 hours Operator, plus 4 hours Admin
Participants:	Dispatch Supervisors and System Administrators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	▪ Introduction ▪ Configurations ▪ Folders and Resource Setup ▪ Customizing Folders ▪ Auto Starting the MCC7500 Dispatch Console ▪ Editing Preferences ▪ Configuring the Toolbar ▪ Setting Up Aux IOs ▪ Resource Groups

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



5.3.2.2 MCC7500 Console Operator

Course Synopsis and Objectives:	This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation. After completing this training course, you will be able to: ▪ Perform basic operational tasks of the dispatch console. ▪ Utilize the provided job aids to perform specific tasks associated with the console. ▪ Understand a high level view of the system configuration. ▪ Understand a high-level overview of the customer system configuration. ▪ Understand general console operation. ▪ Understand proper operating procedures for specific customer features.
Delivery Method:	ILT - Instructor-led training
Duration:	4 hours
Participants:	Dispatch Console Operators, Supervisors, System Administrators, and Support Personnel
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	▪ Overview ▪ Communicating with Radios ▪ Advanced Signaling Features ▪ Resource Groups ▪ Working with Configurations ▪ Working with Aux IOs ▪ Troubleshooting

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



SECTION 6

ESSENTIAL SERVICES

6.1 ESSENTIAL SERVICES OVERVIEW

In order to ensure that Hanford has access to technical support teams and resources for troubleshooting and maintenance, Motorola Solutions proposes our Essential Services offering to Hanford. Appropriate for customers who need immediate access to Motorola's technical personnel, Essential Services provide remote assistance to address unforeseen network events, make necessary repairs to network components, and deliver patches to keep Hanford's system secure. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Hardware Repair with Advanced Replacement.
- Self-Installed Security Patches.

These services will be delivered to Hanford through a centralized team within Motorola's Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and through Motorola's Repair Depot, which will ensure that equipment is repaired to the highest quality standards.

6.2 ESSENTIAL SERVICES DESCRIPTIONS

6.2.1 Centralized Service Delivery

Centralized support will be provided by Motorola's support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of Hanford's system.

Motorola will provide **Service Desk** response as a single point of contact for all support issues, including communications between Hanford, third-party subcontractors and manufacturers, and Motorola. When Hanford's personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using Motorola's Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting Hanford's inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.



As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola's recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

6.2.2 Network Hardware Repair

Motorola's authorized Repair Depot will repair the equipment provided by Motorola, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola equipment, and coordinate the repair of third-party solution components.

Motorola also proposes **Network Hardware Repair with Advanced Replacement** to Hanford. With this additional service, Motorola will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot's FRU inventory upon repair completion. If Hanford prefers to maintain their existing FRU inventory, Hanford will be able to request a "loaner" FRU while their unit is being repaired.

6.2.3 Security Management Operations

The proposed **Self-Installed Security Patches Service** will provide Hanford with security updates that are pre-tested by Motorola and installed by Hanford's personnel. Motorola's dedicated vetting lab will pre-test security updates for the proposed ASTRO 25 system release. When appropriate, Motorola will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates provided to Hanford. Once an update is fully tested and ready for deployment in Hanford's system, Motorola will post it to a secured extranet website and send an email notification to Hanford. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation for Hanford along with the updates on the website.

6.3 MOTOROLA'S SERVICE CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola's team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.



6.3.1 On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, Motorola's Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola customers per month, the SSC provides our customers with a centralized contact point for service requests.

6.3.2 Centralized Repair Management through Motorola's Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate Hanford's network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in Hanford's system. All components being repaired are tracked throughout the process, from shipment by Hanford to return through a case management system where users can view the repair status of the equipment via a web portal.

6.3.3 Direct Access to System Information through MyView Portal

Supplementing Motorola's proposed services plan for Hanford, is access to Motorola's online system information tool, MyView Portal. MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, Hanford's administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)





Figure 6-1: MyView Portal offers real-time, role-based access to critical system and services information.

Attachment: Motorola Quote (HPD / HPD Radio Infrastructure Replacement)



STATEMENT OF WORK

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

1.0 Description of Service and Obligations

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
- 1.2 The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.
- 1.3 If the Customer's system is not within the Standard Support Period, Motorola Solutions will upgrade the system to a current software release during the first 12 months of the coverage period. Subsequent upgrades will be based on the standard SUA II entitlement of up to one system infrastructure upgrade in a two year period, beginning in the second year of the coverage period.
- 1.4 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.5 The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the certified system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.6 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.7 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:
 - 1.7.1 Servers
 - 1.7.2 Workstations
 - 1.7.3 Firewalls
 - 1.7.4 Routers
 - 1.7.5 LAN switches
 - 1.7.6 MCC 7XXX Dispatch Consoles
 - 1.7.7 GTR8000 Base Stations
 - 1.7.8 GCP8000 Site Controllers
 - 1.7.9 GCM8000 Comparators
 - 1.7.10 Motorola Solutions Logging Interface Equipment



- 1.7.11 PBX switches for Telephone Interconnect
- 1.7.12 NICE and Verint Logging Solutions (if purchased)

- 1.8 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.9 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.
- 1.10 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :
 - 1.10.1 Servers
 - 1.10.2 Workstations
 - 1.10.3 Routers
 - 1.10.4 LAN Switches
- 1.11 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:
 - 1.11.1 GTR 8000 Base Stations
 - 1.11.2 GCP 8000 Site Controllers
 - 1.11.3 GCM 8000 Comparators
 - 1.11.4 MCC 7XXX Dispatch Consoles
- 1.12 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.
- 1.13 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the certified system upgrade are not included.
- 1.14 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:
 - 1.14.1 Review infrastructure system audit data as needed.
 - 1.14.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.14.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.



- 1.14.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
- 1.14.5 Program management support required to perform the certified system upgrade.
- 1.14.6 Field installation labor required to perform the certified system upgrade.
- 1.14.7 Upgrade operations engineering labor required to perform the certified system upgrade.
- 1.15 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix C. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.16 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.17 Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2.0 Upgrade Elements and Corresponding Party Responsibilities

2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

2.1.1 Motorola responsibilities

- 2.1.1.1 Obtain and review infrastructure system audit data as needed.
- 2.1.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.
- 2.1.1.3 If applicable, identify additional system hardware needed to implement a system release and if the customer has added hardware that is not covered under this agreement.
- 2.1.1.4 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
- 2.1.1.5 Advise Customer of probable impact to system users during the actual field upgrade implementation.
- 2.1.1.6 Inform Customer of high speed internet connection requirements.
- 2.1.1.7 Assign program management support required to perform the certified system upgrade.
- 2.1.1.8 Assign field installation labor required to perform the certified system upgrade.
- 2.1.1.9 Assign upgrade operations engineering labor required to perform the certified system upgrade.
- 2.1.1.10 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

2.1.2 Customer responsibilities



- 2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
- 2.1.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- 2.1.2.3 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix B. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
- 2.1.2.4 Assist in site walks of the system during the system audit when necessary.
- 2.1.2.5 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- 2.1.2.6 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 2.1.2.7 Provide or purchase labor to implement optional system release features or system expansions.
- 2.1.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1 Motorola responsibilities

- 2.2.1.1 Perform appropriate system backups.
- 2.2.1.2 Work with the Customer to validate that all system maintenance is current.
- 2.2.1.3 Work with the Customer to validate that all available security patches and antivirus updates have been updated on the customer's system.
 - 2.2.1.3.1 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

2.2.2 Customer responsibilities

- 2.2.2.1 Validate system maintenance is current.
- 2.2.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

2.3 System Upgrade

2.3.1 Motorola responsibilities



- 2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2 Customer responsibilities

- 2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.
- 2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4 Upgrade Completion

2.4.1 Motorola responsibilities

- 2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.
- 2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.
- 2.4.1.3 Obtain upgrade completion sign off from the customer.

2.4.2 Customer Responsibilities

- 2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
- 2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
- 2.4.2.3 Provide Motorola with upgrade completion sign off.

3.0 Exclusions and Limitations

3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

3.2 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment



- 3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 3.4 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 3.5 ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted..
- 3.6 ASTRO 25 SUA II does not cover the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.1.2.
- 3.7 Motorola will provide the latest applicable patches and antivirus updates when and if available, as a part of the system release upgrade. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.
- 3.8 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

4.0 Special provisions

- 4.1 Customer acknowledges that if the System has a Special Product Feature, that it may be overwritten by the software update. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.3 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.
- 4.4 If Customer chooses to not have Motorola apply the security patches and antivirus updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.



- 4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 4.6 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.



Appendix A – ASTRO 25 System Release Upgrade Paths

ASTRO System Release	Certified Upgrade Paths
Pre-7.15	Upgrade to Current Shipping Release
7.15	7.17.X*
7.16	7.18
7.17.X*	A2019.1, A2019.2; A2020.1, A2020.2
7.18	A2021.1

* Includes planned incremental releases

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B – High-Speed Connectivity Specifications

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize a sustained transfer rate of 175 kbps / 1.4 Mbps or better, bidirectional
 - Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels: o Port availability must meet or exceed 99.9% (three nines)
 - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
 - Packet loss shall be no greater than 0.3%
 - Network jitter shall be no greater than 2 ms



Appendix C - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date.. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Master Site Configuration	
# of Master Sites	1
# of DSR Sites	0
System Level Features	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	0
MOSCAD NFM RTU (typically 1 per site location)	0
MOSCAD NFM / SDM Clients	0
Network Management Clients	0
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	0
Telephone Interconnect	0
InfoVista - Transport Network Performance Service (One per system)	0
Security Configuration	
Firewalls	0
Intrusion Detection Sensor (IDS)	0
Centralized Event Logging (SysLog)	0
Zone Core Protection (ZCP)	0
Radio Authentication	0
RF Site Configuration	
# of RF Sites	5
Simulcast Prime Sites (including co-located/redundant)	0
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	5
GTR 8000 Base Stations	2
HPD Base Stations	0
QUANTAR Base Stations	0
STR 3000 Base Stations	0
SmartX Site Converters	0
Dispatch Site Configuration	
# of Dispatch Sites	1
Gold Elite Consoles	0
MCC7500 Dispatch Consoles	5
MCC7100 Dispatch Consoles	0
MIP 5000 Dispatch Consoles	0
AIS	0
Third Party Elements	



NICE Logging recorders (IP, Telephony, or Analog)	0
Verint Logging recorders (IP, Telephony, or Analog)	0
MACH Alert FSA	0
Genesis Applications	0

SECTION 7

PRICING SUMMARY

Motorola's pricing is based on the equipment list and services defined for the system designed for Hanford PD. The Statement of Work (SOW) describes the work to be performed for the installation, optimization, and testing of the system and the equipment list provides the equipment necessary for this project.

Description	Price
Equipment for the Dispatch Center, RF Sites, AES encryption	\$416,747.00
Equipment Contract Discount	<\$51,770.35>
System Implementation Services	\$408,469.29
Customer Loyalty Discount for purchase by November 17, 2020	<\$121,445.94>
Estimated Taxes on Equipment Only (7.25%)	\$17,655.98
Total System Contract Purchase Price:	\$669,655.98

7.1 POST WARRANTY SERVICES & SUA II

The below pricing is for the post warranty services and system upgrade agreement. The price includes the services described in the Support Plan section of the document.

	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total Yrs 2 – 7
Essential Services	\$15,125	\$15,881	\$16,676	\$17,509	\$18,385	\$19,304	\$102,880
Lifecycle Services (SUAII)	\$35,761	\$36,172	\$36,595	\$37,030	\$37,479	\$37,941	\$220,978
TOTAL Maintenance/Lifecycle							\$323,858

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)





Date: August 24, 2020

Financing proposal for: City of Hanford, CA

Motorola Customer Financing recognizes that each opportunity presents unique issues and characteristics. Therefore, our approach involves understanding our customer's operational goals and financial objectives. Should you feel another financing structure is required, Motorola Customer Financing would welcome the opportunity to work with you.

Transaction Type: Municipal Lease-Purchase Agreement / Tax Exempt Financing

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: City of Hanford, CA

Amount: \$669,656.00

Down Payment: \$0.00

Balance to Finance: \$669,656.00

Equipment: As per the Motorola Solutions equipment proposal.

Title, Insurance, & Maintenance: Title to the equipment will vest with the Lessee, and the Lessee will be responsible to insure & maintain the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Lease Term:	Three Years	Five Years	Seven Years
Payment Frequency:	Annual	Annual	Annual
Lease Rate Yrs 1 & 2	0% ***	2.77%	2.87%
Lease Rate After Yr 2	2.67%	2.77%	2.87%

*** Please note this special financing offer is being subsidized by Motorola Corporate to the bank and such subsidy is limited, subject to change, including elimination, and is only available for financed transactions.

Lease Payment: \$339,239.07 \$145,263.55 \$106,958.05

Payment Structure: Arrears Arrears Arrears

Payment Commencement: First of two (2) annual pmts due two (2) yrs after contract execution First of five (5) annual pmts due one (1) yrs after contract execution First of seven (7) annual pmts due one (1) yrs after contract execution

Please be advised the rates and payment streams above are valid for lease purchase contracts executed and returned NO LATER than: **9/17/2020**

Program Highlights: Lease Payments are subject to annual appropriation, so the Lessee DOES NOT pledge its full faith and credit.

Low, tax exempt financing interest rates...the most cost effective & convenient way for State & Locals to raise cash.

No pre-payment penalties provided payment is made in-full on a regularly scheduled lease payment date.

Eliminate miscellaneous financing costs associated with bonding...NO special counsel fees, underwriter's fees, origination costs, or reserve fund requirements. Every dollar you borrow gets allocated towards your project.

Qualifications: Receipt of a properly executed documentation package.

The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

For questions concerning this quote, please contact: Paul Mecaskey
Motorola Solutions Credit Company LLC
847-538-3707
pjm@motorolasolutions.com

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)

SECTION 8

CONTRACTUAL DOCUMENTATION

Motorola's contractual documents are attached in the pages below.

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _____

C-2 "Pricing Summary & Equipment List" dated _____

C-3 "Implementation Statement of Work" dated _____

C-4 "Acceptance Test Plan" or "ATP" dated _____

C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed



by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.



“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or



Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

5 Position MCC 7500E Dispatch Console and RF Upgrade



Motorola Solutions Confidential Restricted

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Contractual Documentation 8-5

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains



assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is \$_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make



payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent



conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment



under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR



PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

5 Position MCC 7500E Dispatch Console and RF Upgrade



Motorola Solutions Confidential Restricted

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Contractual Documentation 8-11

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.



14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement,



Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.



16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted



only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection



10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: Motorola Quote (HPD / HPD Radio Infrastructure Replacement)



Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.



3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any



information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee



paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.



Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.



13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Attachment: Motorola Quote (HPD / HPD Radio Infrastructure Replacement)



Exhibit B**PAYMENT**

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
2. **60% of the Contract Price due upon shipment of equipment from Staging;**
3. **10% of the Contract Price due upon installation of equipment; and**
4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at

<https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.



EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)



MAINTENANCE, SUPPORT AND SUA ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and SUA II services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or SUA Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.



3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at



Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 SUA SERVICES

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the SUA transactions.

3.2.2 The term of this Addendum is [REDACTED] years, commencing on [REDACTED], 201[REDACTED]. The SUA Price for the [REDACTED] years of services is \$ [REDACTED], excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the SUA is a subscription service as more fully described in the applicable SUA Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a SUA transaction occurs when the Equipment (if any) and Software are delivered and the SUA services are fully performed; there is no Acceptance Testing with a SUA transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a SUA transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for SUA services is set forth in the SUA Statement of Work.

3.2.6 In addition to the description of the SUA services and exclusions provided in the SUA Statement of Work, the following apply:

- a. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.



- b. SUA services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c. Unless specifically included in this Addendum or the SUA Statement of Work, SUA services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the SUA services.

3.2.7 The SUA annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the year commitment.

4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this



Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

Attachment: Motorola Quote (HPD / HFD Radio Infrastructure Replacement)





**AGENDA
STAFF REPORT**

MEETING DATE: 8/3/2021	AGENDA SECTION:
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SUBJECT:
Council Future Agenda Items

FISCAL IMPACT:

ATTACHMENTS:
Council Future Agenda Items

Council Future Agenda Items				
Originated Date	Item	Originator	Staff Lead	Date Estimate
4/7/20	Discussion of Pay for Parking Options in the Downtown Area	Council Consensus	John Doyel	9/21/2021
9/3/20	Proposed Rates & Fees adjustments	City Manager	Chris Tavaréz	7/20/2021
9/9/20	Revised Refuse Ordinance	Public Works	Jim Ross	9/7/2021
6/18/20	Discussion of Courthouse improvements and financing options	Council Consensus	Brad Albert	8/17/2021
5/4/2021	Discussion on the requirements to change the land use designation on 18 acres adjacent to Hidden Valley Park from Low Density Residential to Open Space	Council Consensus	Gabrielle Myers	8/17/2021
5/18/2021	Discussion regarding adding sections to the Hanford Municipal Code in order to permit additional uses in the C-R Regional Commercial zone district	Council Consensus	Gabrielle Myers	8/3/2021
7/20/2021	Updates to the Handbook and Municipal Code with regards to City Commissions	City Manager	Mario Cifuentez	9/7/2021
7/20/2021	Discussion of Non-profit rates for use of City Facilities	Council Consensus	Brad Albert	9/7/2021

Attachment: Council Future Agenda Items (Council: Future Agenda Items)