

The City of Hanford
CALIFORNIA



City Council Meeting Agenda

April 5, 2022
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/>

4:00 PM CALL TO ORDER STUDY SESSION AND CLOSED SESSION:

ROLL CALL BY THE CITY CLERK :

PUBLIC COMMENT :

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

STUDY SESSION:

- A. Recognition of Employees of the Year and Service Award Recipients
- B. Presentation to City Council related to CalPERS Unfunded Accrued Liability (UAL) Restructuring Project and 2022 Pension Obligation Bonds
- C. Approval of an additional Appropriation of \$678,000 to the 2021-22 Fiscal Year Budget and the addition of four (4) allocated positions to the position control budget and salary schedule
- D. Review and discussion of recommended amendments to the City's Community Development Block Grant (CDBG) 2022-2023 Annual Action Plan and Budget

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING :

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (GC 54956.9 (d)(1)):

Darlene Mata v. City of Hanford, Art Brieno, Francisco Ramirez
Kings County Case No. 22C0077

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (GC 54956.9 (d)(2)):

1. Threatened litigation regarding zoning and land use matter.
2. Arthur Brieno Claim

C. PUBLIC EMPLOYEE EVALUATION (GC 54957 (b)(1)):

Title: City Attorney

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Frank Carbajal Jr.

FLAG SALUTE:

CLOSED SESSION ACTION REPORT :

COUNCIL REPORTS/COMMENTS :

Brief information-only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expenses (AB1234).

PUBLIC COMMENT:

*This is the time for citizens to comment on subject matters 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. State law does not allow the Council to discuss or take action on issues not on the agenda, except that members of the Council or staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights (Gov. Code sec. 54954.2). 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: Approval of the Minutes of the September 21, 2021 Meeting
- C. City Clerk: Approval of the Minutes of the October 5, 2021 Meeting
- D. Public Works: Approval of Final Map and Subdivision Agreement for Tract 865, Unit 2, Live Oak East Unit 2
- E. Public Works: Notice of Completion for Tract 922, Unit 1
- F. Police: Authorization to accept an Agreement between the County of Kings and the City of Hanford to provide a sub-award from the FY 2021 State Homeland Security Grant Programs Funding for the purchase of software and equipment to improve community safety
- G. Police: Authorization to accept an Agreement between the County of Kings and the City of Hanford to provide a sub-award from the FY 2019 State Homeland Security Grant Programs Funding for the purchase of CERT (Citizens emergency Response Team) equipment.
- H. Finance: Authorization to enroll in the Low Income Household Water Assistance Program (LIHWAP) and Authorization for the City Manager to execute the agreement with The California Department of Community Services and Horne LLP

8:00 PM PUBLIC HEARINGS:

- A. Clerk: Conduct the fourth and Final Public Hearing of the City's Redistricting Process; Review the final Draft of Maps as previously requested by Council; Receive input from the community regarding the redrawing of City Council District Boundaries; and Adoption of Resolution No. 22-14-R adjusting the boundaries of the City Council election districts as detailed in the selected map
- B. City Attorney: Approval of Resolution Nos. 22-11-R, 22-12-R, and 22-13-R, and Introduction of Ordinance No. 22-04 related to the creation of the Community Facilities District for the Live Oak Development
- C. Community Development: Adoption of Resolution 22-15-R setting April 19, 2022, as the date for a public hearing on Roadway Abandonment No. 2021-01, a request by CM Construction Services to abandon approximately 7,994 square feet of right-of-way, an alley ("China Alley", portion) to allow a parking lot and landscaping for the future Kings Area Regional Transit (KART) facility.
- D. Community Development: Adoption of Resolution 22-16-R setting April 19, 2022, as the date for a public hearing on Roadway Abandonment No. 2022-01, the City of Hanford to abandon approximately 2,252 square feet of right-of-way, an alley ("Civic Center", portion) to allow a secured parking lot and storage for police vehicles.
- E. Public hearing to consider the issuance of bonds by the California Statewide Communities Development Authority in support of the Northstar Apartments project (TEFRA Hearing).

(Several members of the public and the project applicant have requested a continuation of the hearing until April 19, 2022.)

GENERAL BUSINESS:

- A. Community Development: Acceptance of the mandated General Plan Annual Progress Report for Calendar Year 2021 and authorization for the submittal to the Governor's Office of Planning and Research
- B. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Arthur Brieno

COUNCIL FUTURE AGENDA ITEMS:

At this time, any Council Member, subject to Council Policies and Procedures, may request staff to report back to the Council at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (GOV. CODE SEC. 54954.2)

- A. Council Future Agenda Items

Upcoming Events and Important Dates:

April 6: City Employee Appreciation Luncheon 11:00 am – 2:00 pm in Civic Park

April 15: City of Hanford Egg Hunt 10:00 am-11:30 am in Civic Park

April 19: Regular City Council Meeting

April 23: Autism Awareness 5K Run/Walk 10:00 am in Civic Park www.runsignup.com

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: 4/5/2022

AGENDA SECTION: B

SUBJECT:

Presentation to City Council related to CalPERS Unfunded Accrued Liability (UAL) Restructuring Project and 2022 Pension Obligation Bonds

RECOMMENDATION:

Receive a presentation from the City's Municipal Advisor, NHA Advisors, relating to the CalPERS UAL Restructuring Project that began in the Fall of 2021. Staff is asking Council to provide guidance to staff to continue pursuing the UAL restructuring, which would include providing the City Manager with the authority to enter into a term sheet with a bank if a proposal that provides a low interest rate and acceptable terms can be secured. Alternatively, given the updated information, should Council no longer support a proposed restructuring of the UAL, staff would ask for Council direction to stop the process.

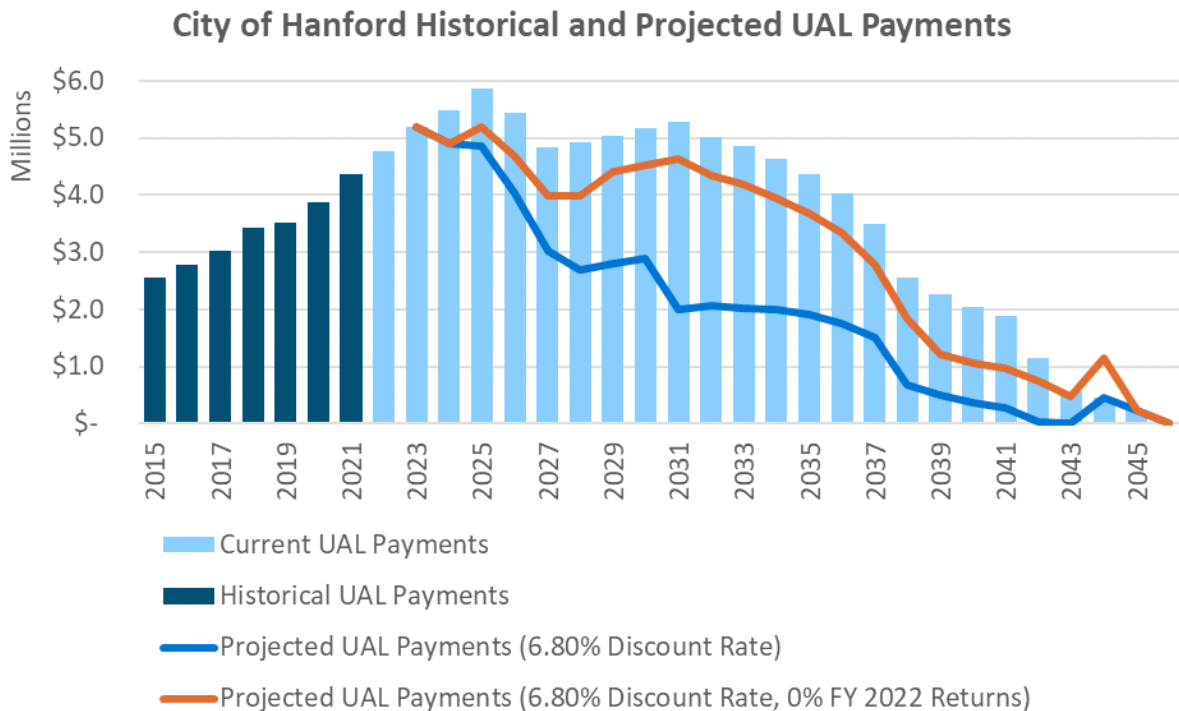
BACKGROUND:

Over the last 7 years, the City's unfunded accrued liability ("UAL") for its CalPERS Miscellaneous and Safety Plans has grown 42%, from \$36 million to about \$51 million (6/30/2022 projected valuation). This UAL represents the shortfall/gap between what is needed to pay retiree benefits versus how much in current assets the City actually has in its accounts with CalPERS. Annual payments made to amortize the existing CalPERS UAL have grown rapidly from about \$2.5 million in FY 2015 to \$4.8 million in FY 2022 and are projected to grow to over \$5.3 million by FY 2031.

The City's \$51 million UAL is not required to be repaid all at once but is amortized over a longer period (with different components amortized over different time periods, most between 2 and 28 years) at a discount rate (equivalent to an interest rate on bonded debt) of 6.8% (recently decreased by CalPERS from 7.0%). The discount rate is set by CalPERS and is completely outside the control of the City and other local agencies in the state. It is expected that the City's UAL may drop to about \$32 million next year due to CalPERS' 21.3% investment returns from FY 2021, though the City's UAL could increase again if CalPERS underperforms in FY 2022, which is possible given the recent stock market volatility. For example, the City's UAL would

grow to approximately \$45 million if CalPERS earned 0% in FY 2022. Projected payments assuming both a \$32 million UAL and a \$45 million UAL are shown in the two lines in the chart below.

Pension cost increases and payment volatility are key financial challenges facing most cities and other local agencies throughout the state and are primarily due to factors outside of their control. CalPERS' actuarial assumption changes and investment returns that do not meet CALPERS' assumed investment return / discount rate are the most impactful factors that can affect the City's payments in the future.



The City is considering issuing pension obligation bonds (POBs) to pay off all or a portion of its UAL to achieve several objectives:

- **Fiscal Sustainability Tool:** Ability to “re-shape” the City’s overall pension repayment in a way that creates enhanced long-term fiscal sustainability, budgetary predictability, and enhanced resiliency to future economic shocks or CalPERS reinvestment underperformance.
- **Near-Term Budgetary Savings:** By modifying the current near term “peak” in scheduled payments into a more predictable (i.e., level or nearly level) structure, near term cash flow savings are created and could be used to address other City priorities (capital projects, building reserves, etc.).
- **Interest Rate Savings “Arbitrage”:** City can borrow at lower rates (currently $\approx 4.50\%$ depending on term and credit) than those CalPERS is charging on the UAL debt (6.80%).
- **Increase Funding Ratio:** Current City funding ratios range from about 73% (Safety) to 77% (Miscellaneous); these could be increased to between 90% and 100% through the

restructuring.

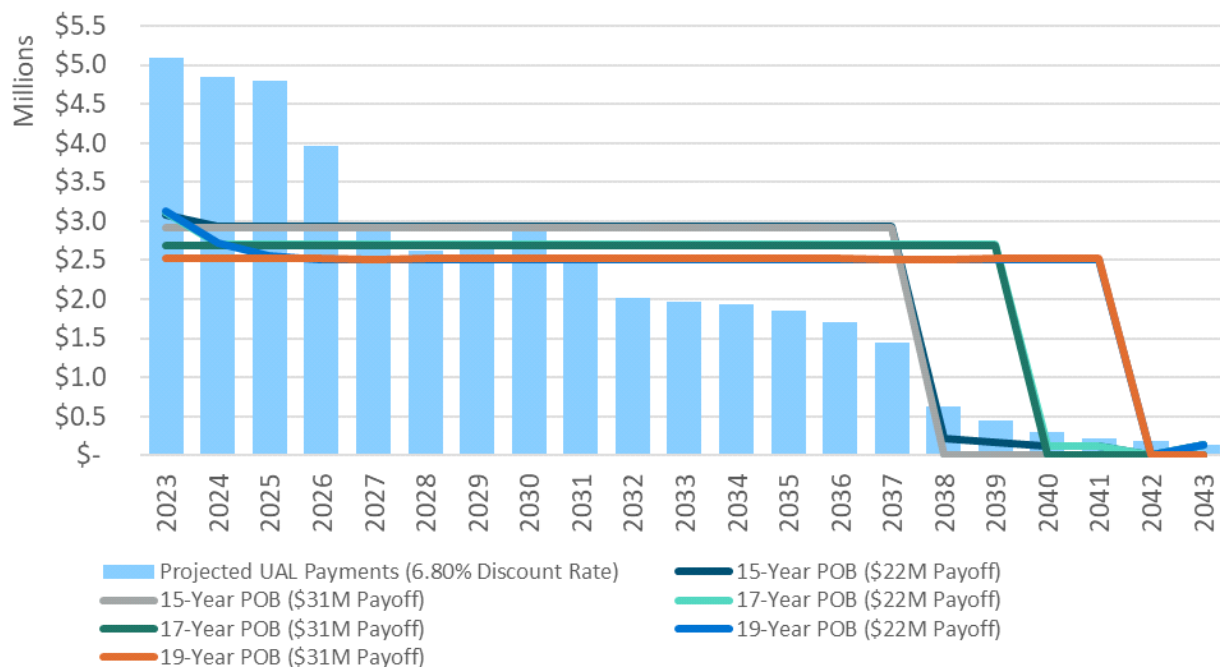
- **Modify Maturity:** Shorten or lengthen repayment period as deemed most fiscally appropriate.
- **Leverage Savings through Improved Policies:** The City could consider developing a policy that includes leveraging the savings created through the restructuring to fund other priorities, potentially including capital projects, reserves and/or a dedicated trust for future pension and/or OPEB costs.

Since 2020, more than 85 agencies throughout California have refinanced their UAL to restructure the payment pattern and increase the funding level of their pension plans. Many others are scheduled to issue UAL restructuring bonds in the next few months.

In the Fall of 2021, City staff and NHA Advisors made presentations to City Council on various strategies to better manage rising pension costs. A validation process was initiated in December of 2021, and it is set to conclude April 6, 2022, meaning that the City will legally be able to issue a Pension Obligation Bond to restructure all or a portion of its UAL if it decides to do so.

UPDATED RESTRUCTURING ANALYSIS AND OPTIONS:

While interest rates have risen since the Fall of 2021, projected interest rates for a UAL restructuring are still below the 6.80% interest rate that CalPERS is charging the City on its UAL Debt. While there is no final recommended size and term at this juncture, NHA and staff have analyzed two different sizes (\$22 million and \$31 million) and three terms (15, 17, and 19 year). The results can be seen in the graphic and table below.



Metrics	15-Year POB (\$22M Payoff)	15-Year POB (\$31M Payoff)	17-Year POB (\$22M Payoff)	17-Year POB (\$31M Payoff)	19-Year POB (\$22M Payoff)	19-Year POB (\$31M Payoff)
UAL Funded (\$)	\$22,119,017	\$31,183,888	\$22,119,017	\$31,183,888	\$22,119,017	\$31,183,888
% UAL Funded (Current Asset Valuations)	43%	61%	43%	61%	43%	61%
Funded Ratio (Current Asset Valuations)	86%	90%	86%	90%	86%	90%
% UAL Funded (Projected After FY 2021 Returns & 6.8% Discount Rate)	70%	100%	70%	100%	70%	100%
Funded Ratio (Projected After FY 2021 Returns & 6.8% Discount Rate)	96%	100%	96%	100%	96%	100%
Maturity	15 Years	15 Years	17 Years	17 Years	19 Years	19 Years
Average Life	10.3 Years	8.8 Years	11.8 Years	10.0 Years	13.4 Years	11.3 Years
All-In Interest Rate	4.67%	4.60%	4.75%	4.68%	4.83%	4.75%
PV Savings (%)	9.75%	9.32%	9.14%	8.79%	8.58%	8.29%
PV Savings (\$)	\$2,157,501	\$2,907,807	\$2,021,993	\$2,739,779	\$1,898,185	\$2,585,395
Cumulative Savings	\$243,736	\$1,541,042	(\$1,563,600)	(\$491,910)	(\$3,405,602)	(\$2,622,986)
Savings (2023-2032)	\$4,871,683	\$5,270,884	\$6,923,573	\$7,502,062	\$8,457,617	\$9,213,011
Average Annual Savings (2023-2032)	\$487,168	\$527,088	\$692,357	\$750,206	\$845,762	\$921,301

As shown, present value (PV) estimated savings ranges from about \$1.9 million to \$2.9 million depending on the option. The restructuring would provide significant cash flow relief in the first ten years given the City's current front-loaded debt shape. These near-term savings from 2023-2032 range from \$4.9 million to \$9.2 million depending on the option.

Reinvestment Risk: Ultimately, actual savings from the restructuring will be dependent on two factors: (1) actual interest rates at the time of pricing and (2) future CalPERS returns, which is an unknown at the time of bond issuance. Assessing and mitigating reinvestment risk has been a key objective as the City and its team evaluate and optimize the final bond structure. Some preliminary stress testing analysis is provided in the attached presentation, and it is recommended that the final structure executed provides enhanced resiliency to absorb any future UAL that might get added by CalPERS due to investment underperformance.

New Reserve Funding Policy: Staff is currently drafting a new reserve funding policy that will consider leveraging the savings created through the POBs to bolster reserves. Creating prudent financial policies to ensure that future pension and OPEB liabilities continue to be addressed is critical to ensure long term financial sustainability and will also assist during the credit rating process, as it demonstrates strong financial planning and policy-driven decision-making. Staff anticipates that this policy would be adopted in May 2022, at the time the UAL Restructuring documentation is scheduled to be formally approved.

RECOMMENDED NEXT STEPS:

Given that the validation process is nearing its end, as well as the current volatility in the markets, NHA Advisors and staff believe, if the City Council decides to proceed with a POB issuance, that it is imperative to hire a broker-dealer that can help assess the viability of both a private placement and a public offering for the proposed UAL restructuring bond. The private placement option with a bank would likely be evaluated immediately through a formal RFP process. If this option proves viable and at a lower interest rate than the public offering market, it

would allow the City to lock in a rate about 1.5 months earlier than that of a public offering process, be less costly, have more flexible prepayments terms, and require less staff time and ongoing disclosure. Initiating the RFP process with banks does not lock the City into executing a restructuring, but it will provide more clarity around what type of interest rates are potentially viable for the City's transaction. The RFP process will also allow the financing team to better understand what size and term will secure the most demand from banks. This information can then be used to optimize the structure to meet the City's objectives. Moving through this process would come at no cost to the City, and if this option did not prove viable, a public offering method of sale (like previously contemplated) would be pursued if the City's objectives could still be met.

CONCLUSION:

Staff recommends that the City Council provide guidance to allow staff and the financing team to continue towards a path to executing the UAL Restructuring. This would include hiring an experienced broker-dealer firm, pursuing a bank RFP process, and coming back to the City Council within a few weeks to present refined options and potential interest rates. Providing authority for the City Manager to enter into a term sheet (to lock an interest rate and terms) is also recommended. Actual approval by City Council of documentation would not be expected to occur until May of 2022, with a potential closing (pay off UAL with CalPERS) occurring in June of 2022.

FISCAL IMPACT:

All financing costs are contingent upon a successful closing and would be paid out of bond proceeds. Cash flow (and net present value) savings would be expected over the next decade if a UAL restructuring that meets the objectives of City Council is ultimately executed.

ATTACHMENTS:

Hanford CalPERS UAL Restructuring - April 5 Workshop

CITY OF HANFORD

2022 CALPERS UAL RESTRUCTURING PROJECT – FOLLOW UP WORKSHOP



NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

APRIL 5, 2022

Background – CalPERS Overview

- ▶ City's CalPERS projected Unfunded Accrued Liability (UAL) is currently \$50.9 million
 - ▶ **UAL payments have increased: \$2.5 million (2015) to \$4.8 million (2022)**
 - ▶ **UAL payments projected to rise further: \$5.3 million (2031)**
- ▶ CalPERS FY 2020-21 returns of 21.3% and key assumption changes will dramatically change the “shape” of City's UAL repayment schedule
 - ▶ **UAL balance expected to drop to \$31.6 million**
 - ▶ Could increase again if CalPERS underperforms in FY 2022



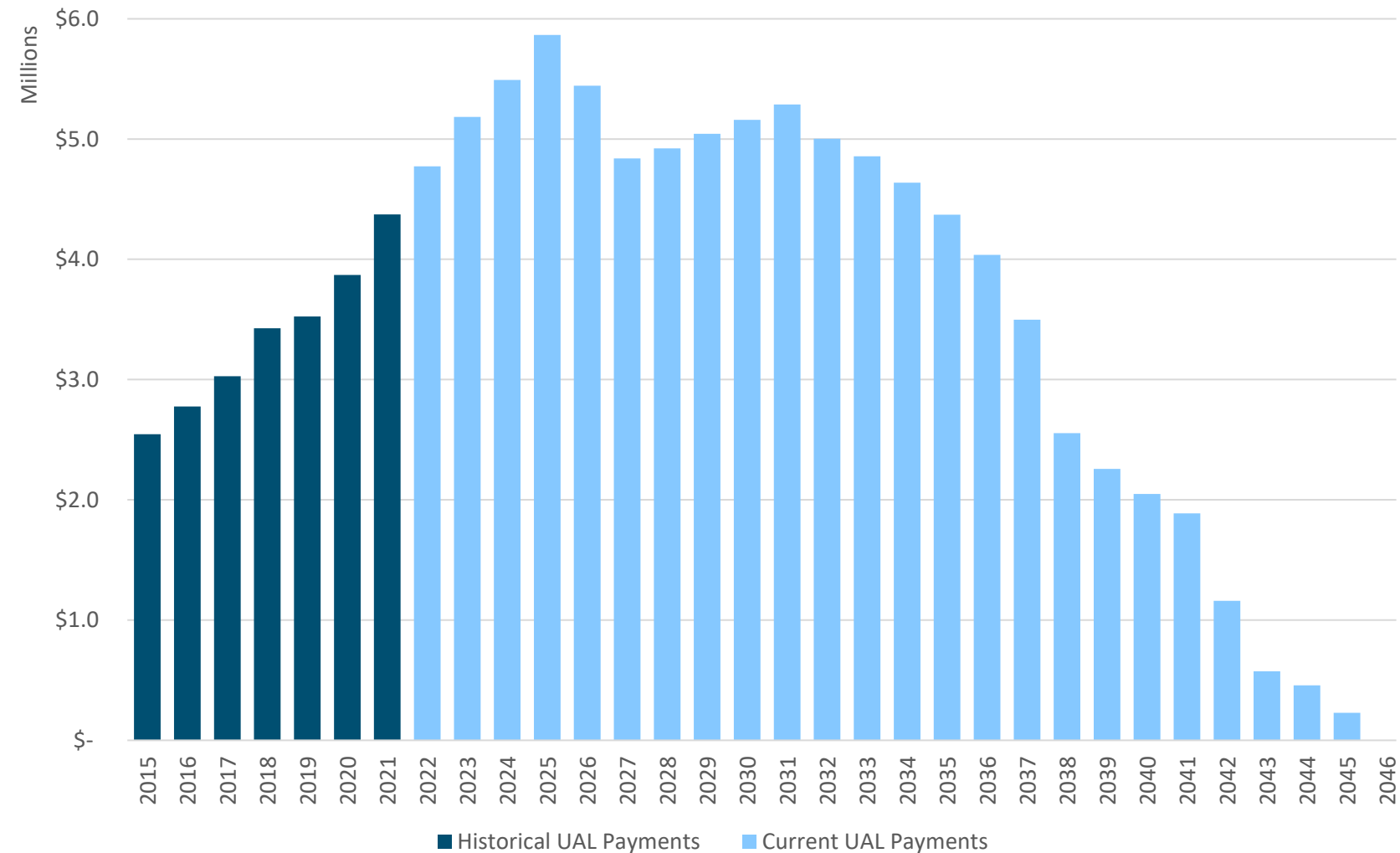
Background – 2022 UAL Restructuring Process

- ▶ Summer/Fall 2021
 - ▶ Staff began conversations with NHA (Municipal Advisor) related to cost management strategies for CalPERS UAL
- ▶ October 2021
 - ▶ City Council workshop on CalPERS trends and cost management strategies
- ▶ November 2021
 - ▶ 2nd workshop; focus on UAL Restructuring and receive City Council approval to begin court validation process
- ▶ December 2021 – March 2022
 - ▶ Court validation process; end of appeal period scheduled April 2022
 - ▶ NHA and staff continue to refine UAL restructuring options and risk assessment
- ▶ April 2022 – June 2022
 - ▶ Evaluate all restructuring options (bank loan vs publicly issued bond) and finalize size and term
 - ▶ Lock interest rate and pay off portion of UAL with CalPERS if desired



Background – Current UAL Payment Schedule (\$50.9M UAL)

- ▶ City’s UAL has increased 42% (\$35.8M → \$50.9M) over the last 7 years
 - ▶ Escalating and uneven UAL & debt repayment shape
 - ▶ UAL payments front-loaded over the next 15 years

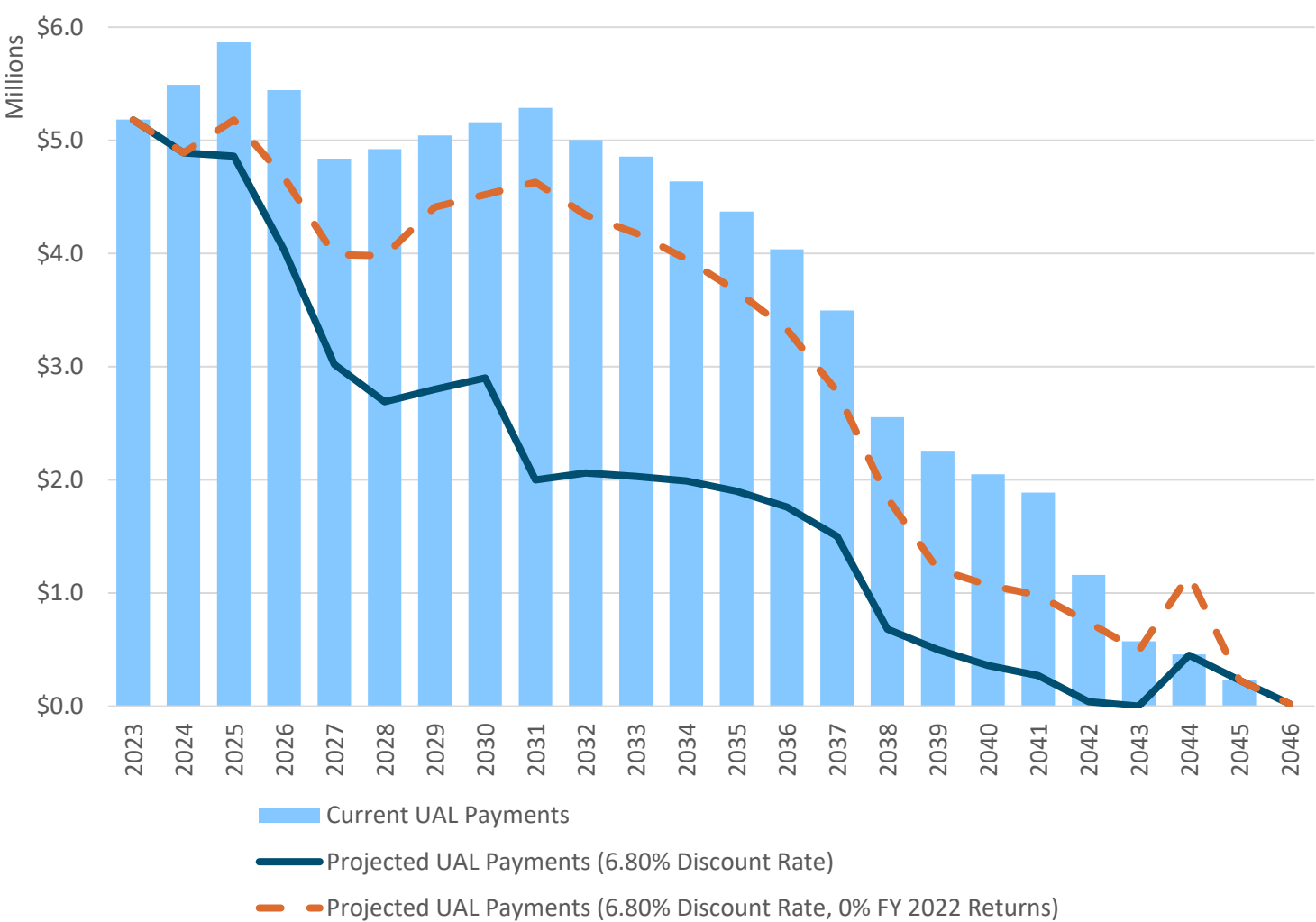


Attachment: Hanford CalPERS UAL Restructuring - April 5 Workshop (Presentation



Background – Projected UAL Payments

- ▶ The City’s UAL is projected to decrease from \$50.9M to \$31.6M
- ▶ UAL change reflects:
 - ▶ FY 2021 returns of 21.3%
 - ▶ Discount rate reduction to 6.8%
 - ▶ Assumes longer-term bases (i.e. layers) of the UAL will be eliminated first
- ▶ UAL will increase back to \$44.8M if CalPERS earns 0% for FY 2022
 - ▶ Potential repayment shape shown in dotted orange line
- ▶ Normal Cost payments will also increase when discount rate is lowered
 - ▶ Payment will jump from \$3.3M to \$3.7M starting in FY 2023-24



Market Update – Recent UAL Restructurings

- ▶ 85+ agencies (\$7.5B+) have issued UAL Restructuring bonds since 2020
 - ▶ ≈75% as POBs; remainder as LRBs
- ▶ 2020 → Most deals between 3.50% and 4.25%
- ▶ 2021 → Most deals between 2.50% and 3.50%
- ▶ 2022 → Uptick in rates due to inflationary concerns
 - ▶ 1/12 La Habra (AA+): 3.04% rate
 - ▶ 1/19 Lakeside Fire (AA-): 3.35%
 - ▶ Current: Est. POB rates between 4.00% and 4.75%

 Lakeside FPD (2022) \$27,855,000 AA-	 La Habra (2022) \$72,385,000 AA+	 Sierra County (2022) \$18,990,000 AA-	 Maywood (2021) \$18,550,000 AA (Ins.)	 Poway (2021) \$43,825,000 AAA	 San Ramon (2021) \$23,345,000 AAA	 Paramount (2021) \$17,365,000 AA-	 National City (2021) \$83,395,000 AA-	 Oroville (2021) \$19,225,000 AA-	 Bellflower (2021) \$13,030,000 AA-	 Montclair (2021) \$62,190,000 AA-
 Lakeport (2021) \$7,920,000 AA	 Corona (2021) \$276,710,000 AA+	 Stanislaus CFPD (2021) \$11,636,000 AA-	 San Anselmo (2021) \$9,285,000 AAA	 Santa Ana (2021) \$425,830,000 AA	 Commerce (2021) \$27,875,000 AA-	 Buena Park (2021) \$96,385,000 AA+	 Sanger (2021) \$19,450,000 A+	 San Fernando* (2021) \$31,780,000 AA (Ins.)	 Whittier (2021) \$133,895,000 AA (Ins.)	 Redondo Beach (2021) \$226,180,000 AA
 Red Bluff (2021) \$18,540,000 A+	 Auburn (2021) \$17,165,000 AA+	 El Segundo (2021) \$144,135,000 AA+	 Willows (2021) \$8,510,000 A+	 Corte Madera (2021) \$18,955,000 AAA	 Manhattan Beach (2021) \$91,275,000 AAA	 Huntington Beach* (2021) \$363,645,000 AA+	 Orange (2021) \$286,485,000 AA	 Chula Vista (2021) \$350,025,000 AA	 Downey (2021) \$113,580,000 AA	 Monterey Park* (2021) \$106,335,000 AA

* Secured by pension tax override



Interest Rates (30Y UST)

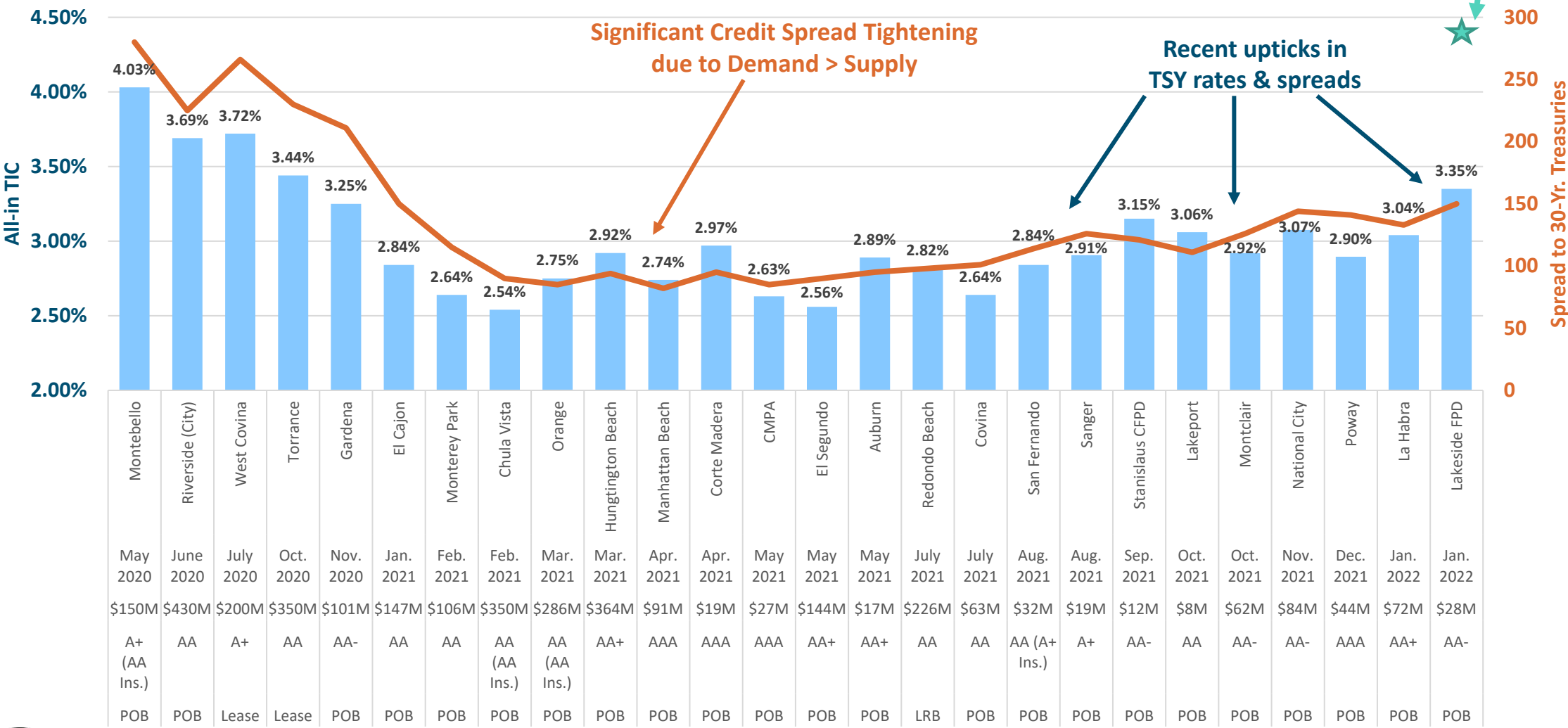
Recent Volatility Due to Fed Action and Russia/Ukraine War



Attachment: Hanford CalPERS UAL Restructuring - April 5 Workshop (Presentation



POB Rates: Recent Upticks in Rates and Spreads



Note: Spreads and interest rates should be considered best estimates. Rates reflect estimated TIC or all-in TIC.

Preliminary UAL Restructuring Options

OPTION 1

15 Year – Level
Payments

OPTION 2

17 Year – Level
Payments

OPTION 3

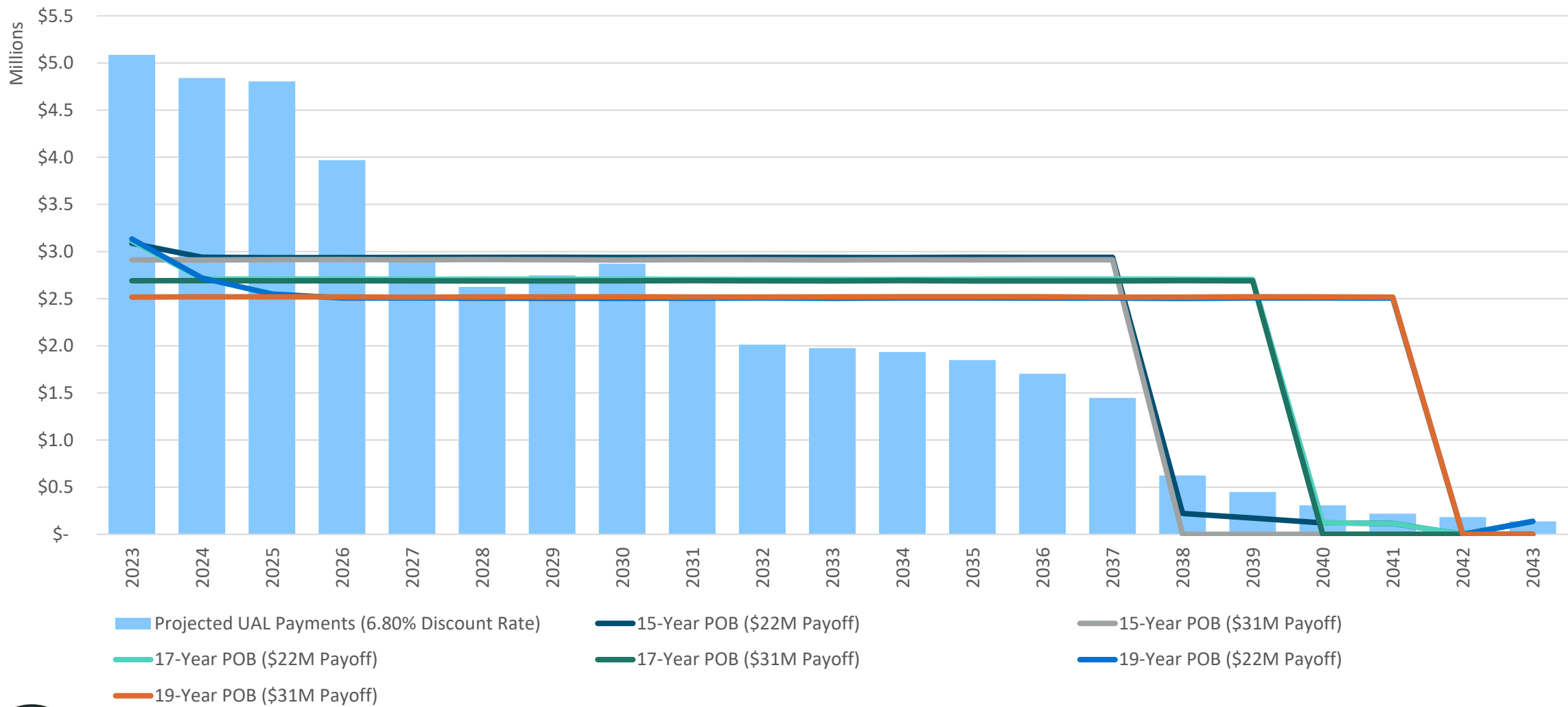
19 Year – Level
Payments

Assumptions

- ▶ Two Size Options for All 3 Options:
 - ▶ \$31 Million
 - ▶ \$22 Million
- ▶ Shorten term from current CalPERS final maturity of 2046
- ▶ Bonds are “callable” (ability to use cash or refinance the POBs early if desired)



Preliminary UAL Restructuring Options: Graphically Depicted



Attachment: Hanford CalPERS UAL Restructuring - April 5 Workshop (Presentation)



Note: Figures shown are preliminary estimates for illustration. Assumes CalPERS earns 6.8% investment earnings. Lines may represent combined debt service + unrefunded UAL payments.

Preliminary UAL Restructuring Options: Numerical Results*

- ▶ PV savings ranges from \$1.9M to \$2.9M*
- ▶ Savings through peak period (next 10 years) estimated at \$4.9M - \$9.2M*

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Average Annual Savings (2023-2032)	\$487,168	\$527,088	\$692,357	\$750,206	\$845,762	\$921,301

* **Note:** Preliminary estimates shown reflect estimated changes from FY 2021 CalPERS returns and 6.80% discount rate reduction. Assumes CalPERS earns 6.80% investment earnings.



UAL Restructuring Pros & Cons Summarized



Primary Benefits

- Fiscal Sustainability Tool: “Re-shape” to “smoother” payments
- Near-Term Budgetary Savings
- Interest Rate Savings “Arbitrage”: Borrow at lower rates (currently ≈ 4.50%) vs. CalPERS (currently 6.80%)
- Increase Funding Ratio
- Flexibility to Modify Maturity

Primary Risks

- **Reinvestment Risk:** Savings dependent on future CalPERS returns (unknown at issuance) through term of bond - *Primary concern of GFOA*
 - Present value savings occur if PERS earns greater returns than pension bond interest rate
- **Market-Timing Risk:** Near-term losses exacerbate the reinvestment risk given large lump sum deposit into the market



*These risks should be quantified through a **stress testing process** to better understand the impacts of potential poor investment performance by CalPERS*

What if CalPERS only earns 4%?

What if there is another 2008-like recession?

Attachment: Hanford CalPERS UAL Restructuring - April 5 Workshop (Presentation)



Risk Assessment/Stress Testing: Preliminary (Non-Actuarial)

17-Year POB (\$31M Payoff)

Annual Underperformance

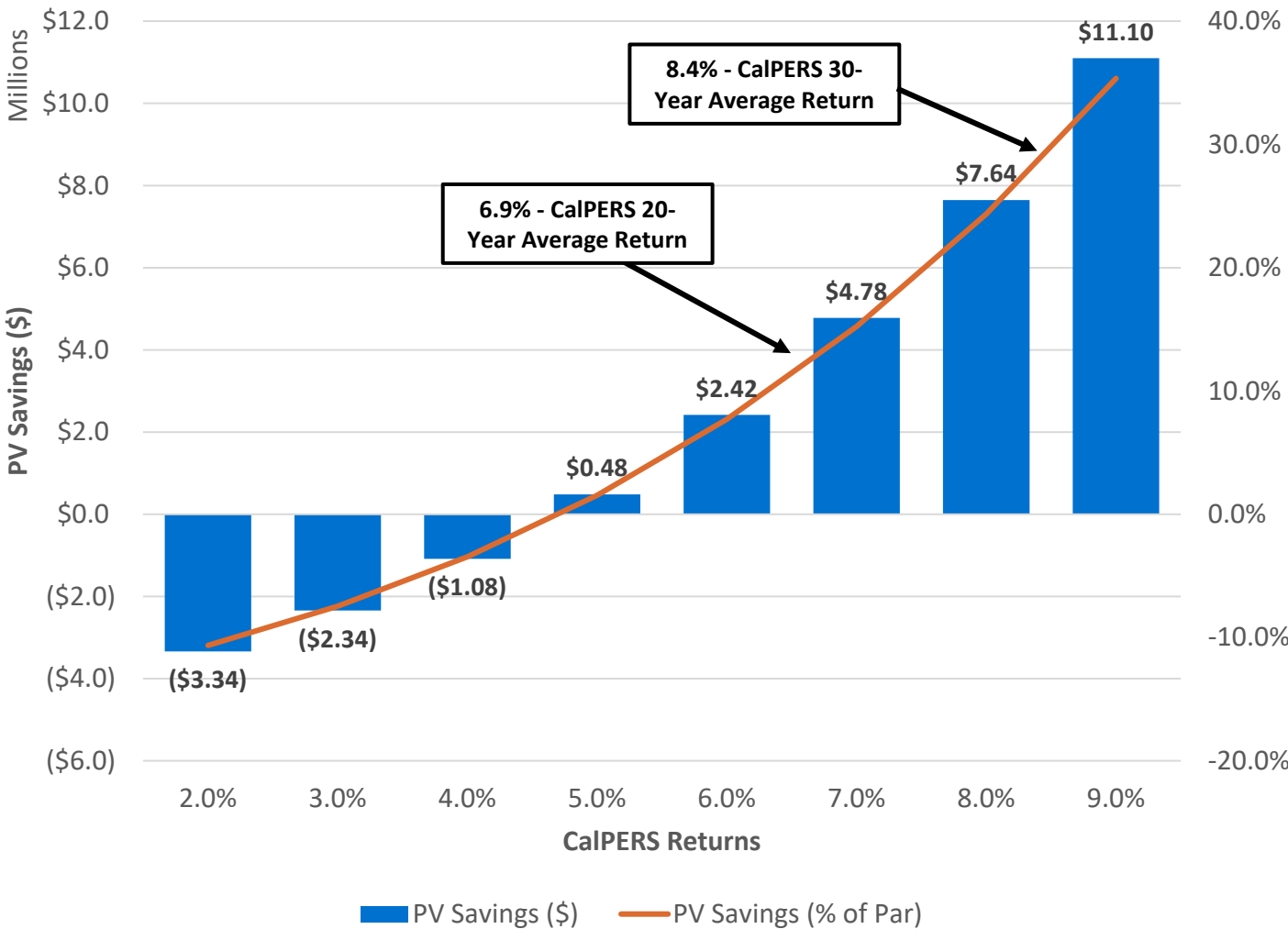
- Bar chart shows PV savings generated from POB assuming various CalPERS returns (2% up to 9%)

Market Timing Risk

- Table below shows PV savings if CalPERS loses significant amount in 1st year after POB

Market Crash Scenarios

Actual CalPERS Returns	Actual PV Savings (\$)	Actual PV Savings (% of Par)
-10.0%	(524,787)	-1.7%
-15.0%	(1,951,651)	-6.2%
-20.0%	(3,378,516)	-10.8%
-25.0%	(4,805,380)	-15.3%



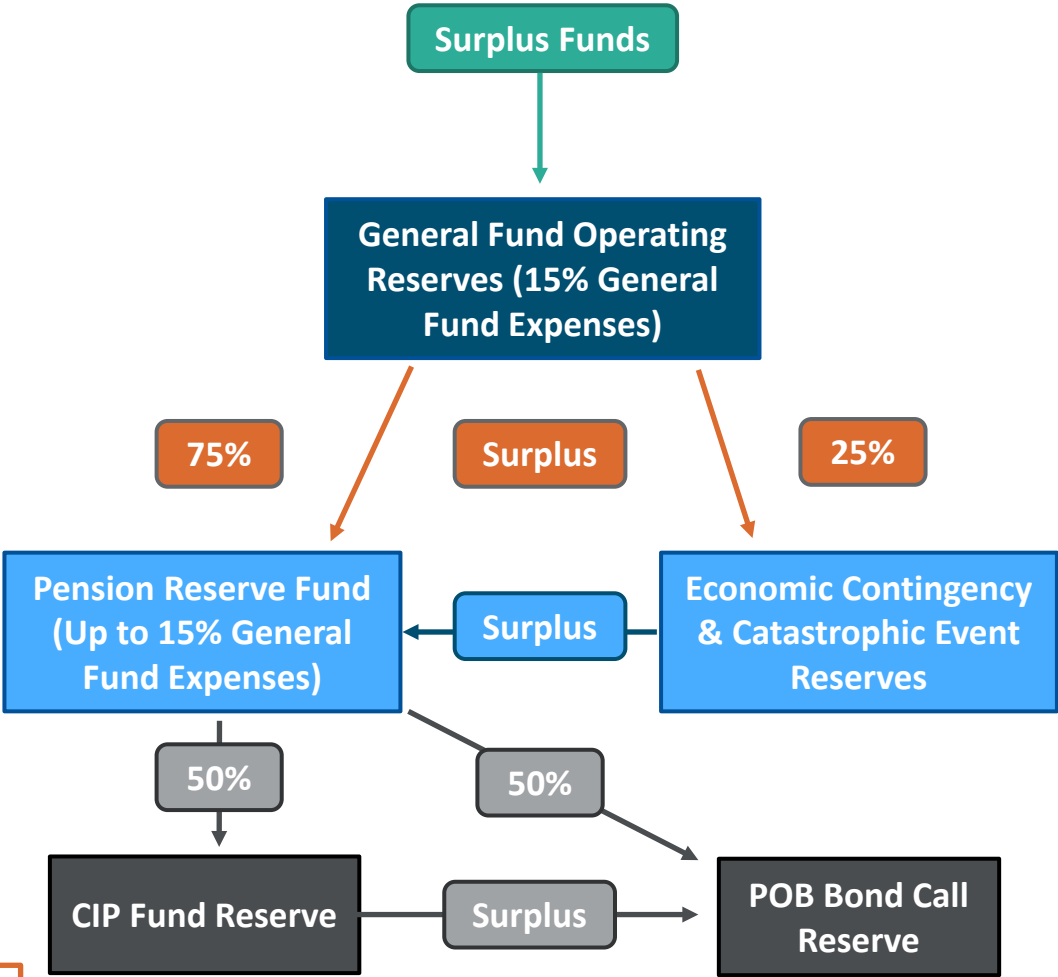
Preliminary UAL Restructuring Options: Takeaways

- ▶ Size: Larger options provided more expected savings; however smaller option still provides significant savings and cash flow smoothing benefit
 - ▶ Smaller option may be more attractive to banks (if private placement method of sale utilized)
- ▶ Tradeoffs between shorter and longer maturities
 - ▶ Shorter: More cumulative savings, but less over next 15 years and less resiliency to handle future economic shocks, including CalPERS' investment underperformance
 - ▶ Longer: Less Cumulative savings, but more in the next 15 years and increased long-term resiliency



Recommendation: Adopt a Pension Funding Policy

- ▶ Integrated into a comprehensive reserve policy
 - ▶ Provides direction and prioritization to use surplus funds for “filling up” City reserves and other important accounts
- ▶ Detailed projections that account for positive POB cash flow benefits under different CalPERS performance assumptions is a good planning tool
 - ▶ Also, a “credit positive” by rating agencies
- ▶ Beyond economic contingency reserves, surpluses may also be targeted towards funding Section 115 Trusts for additional future smoothing, if needed, of pension or OPEB costs
- ▶ Finally, funding an early redemption account of POBs, as well as other priority capital project funds may be considered



Note: Policy Graphic is provided for illustrative purposes only. Each agency should consider its unique needs and constraints for its own Pension Funding Policy..



Conclusion and Next Steps

- ▶ Interest rates have risen dramatically since 2021
 - ▶ A UAL Restructuring still provides significant benefits related to cash flow savings and budget predictability/smoothing
- ▶ Given the current volatility in the market, it is recommended that a broker-dealer be hired so that all options can be fleshed out ASAP
 - ▶ Options may include a direct placement with a bank instead of a public offering to investors given that a lower interest rate may be able to be obtained
 - ▶ Many size and term options can be provided in the Lender RFP to banks to better ascertain whether this option is viable, and if so, what size and term is most attractive to the banks
- ▶ City would return to City Council for document approval in May and potential results of bank bid process (if one is carried out)
 - ▶ CalPERS UAL would be paid off by mid-June to effectuate savings starting in FY 2023





AGENDA STAFF REPORT

MEETING DATE: 4/5/2022

AGENDA SECTION: C

SUBJECT:

Approval of an additional Appropriation of \$678,000 to the 2021-22 Fiscal Year Budget and the addition of four (4) allocated positions to the position control budget and salary schedule

RECOMMENDATION:

Staff recommends City Council, by motion, adopt amendments to the 2021-22 Fiscal Year Budgets to provide \$678,000 of additional appropriation in the General Fund and Internal Service (Other) Funds for the execution of City business. Additionally, add four (4) positions as shown in this report to the position control budget and salary schedule.

INTRODUCTION:

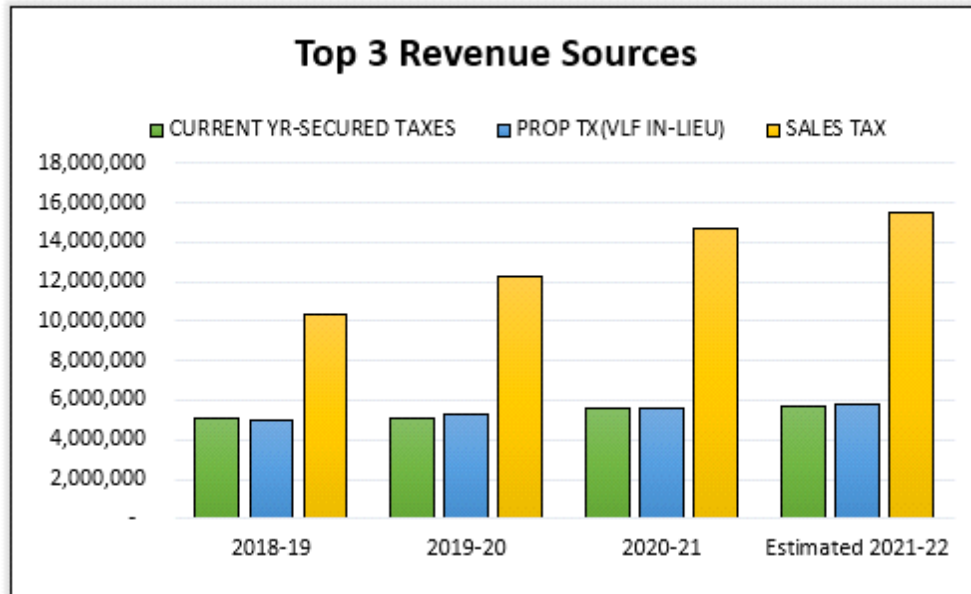
Having a mid-year budget review promotes financial stability. Consideration of the current economic climate as well as alignment with Council's goals and objectives are important aspects of the review process. Staff recommends City Council consider the proposed amendments to the General Fund (GF) in which its primary purpose is to support core administrative, public safety and essential services of the City. Throughout the year, Council is able and has amended the budget this fiscal year on many occasions for projects and services.

A biennial budget was adopted by City Council June 2021. The following proposed adjustments with consideration of anticipated revenues will achieve a more accurate budget for the current fiscal year and result in greater budget transparency. This amendment will assist in the review and potential amendment of the adopted fiscal year 2023 budget.

REVIEW OF GENERAL FUND REVENUES:

Overall actual GF revenues are anticipated to increase 11% as compared to budget, representing an approximate 4% increase to the prior year. The City's highest contributors of revenue are sales tax, property tax- in lieu of vehicle license fee and current year secured property taxes. Chart 1 shows the trend of top three revenue sources for the GF from FY 2019 to 2022.

Chart 1: Top 3 Revenue Sources for the General Fund



REVIEW OF GENERAL FUND OPERATIONAL BUDGETS:

In January 2022, a request was sent to departments to review their FY22 budgets to verify if any additional appropriation budget requests were necessary to cover operational costs. Finance also performed a second review in March 2022 to address any expenditure items that were not identified by the department and/or were overbudget or anticipated to be overbudget. Additional appropriations have not been requested if the overall budget was anticipated to be net positive or if the expense item was directly linked to a fee where the revenue exceeded the expense. A total of **\$513,000** in additional appropriations for the GF and **\$165,000** for other funds for a total of **\$678,000** are requested at this time (Attachment 'A'). Anticipated overall expenses (not including cost allocations) are approximately 2% higher than the original adopted budget on June 29, 2021. It should be noted that non-GF budgets and labor costs were not substantially reviewed for this update, however, there have been several project related appropriation changes throughout the year approved by Council (see Attachment 'A').

Position Control Budget Amendments and Salary Schedule Additions

In line with City Council's goals for improving customer service are appropriation requests for four new positions requested to be added to the City's position control budget and salary schedule. The recommended salary ranges are maximum contingent upon City Manager and Human Resources Manager final confirmation or future Council action.

A. Two Office Systems Analysts (Information Technology Division) to provide essential support for Information Technology in the City including the Finance/Payroll, Human Resources, Land Use, Geographic Information Systems, Parks and Public Safety systems at annual salary and benefits costs of \$121,000. These additional positions were highly recommended by the City's project consultant SDI Presence LLC and presented to Council in March 2022 in order to sustain and progress on the City's systems that are critical for supporting and improving customer service. Council has directed staff to seek more technology in order to improve efficiencies and customer service and these positions are necessary to accomplish that Council adopted goal.

B. A Community Relations Manager for the Administration Department at an annual salary and benefits cost of \$124,000 to provide enhanced communication and outreach, cannabis permit administration and administrative support to the City of Hanford citizens.

C. Council approved position of Deputy City Manager is requested to be added into the City's Salary Schedule however it will have zero fiscal impact on the current year budget due to current vacancies. This position is estimated to have a salary and benefits costs of \$215,000 and will be responsible for oversight of Community Development and Administrative functions to direct and support City operations. The cost of this position will be offset in future budgets through restructuring of allocated positions.

Chart 2: Positions to add to Position Control Budget and Salary Schedule

Position	Annual Costs (Salary/Benefits)	Range
Office Systems Analyst (2)	\$121,000	2028
Community Relations Manager	\$124,000	2050
Deputy City Manager	\$215,000	2690

These positions align with City Council goals as discussed in Council's Strategic Planning Retreat on March 29, 2022 and are considered high priority for the City to sustain (and progress) in essential services and operations that will provide broad support for the City. All of the positions are financially supported by increased projections of GF Revenues, Enterprise Fund allocation of costs, vacant positions and cannabis revenue.

CONCLUSION:

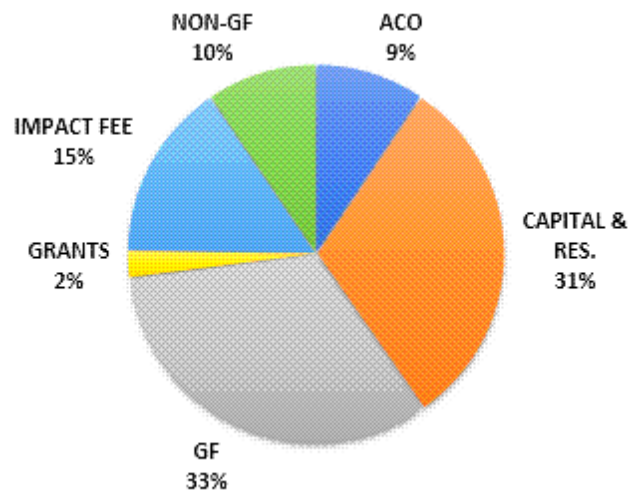
Based on consultant projections, Staff believes revenue estimates are moderate to conservative in nature, with an anticipated 10% increase in sales tax revenue alone over budget. Staff recommends the \$513,000 request for additional appropriations to the General Fund and \$165,000 to Internal Service Funds for total of \$678,000 FY22 additional appropriations (refer to Chart 3 and 4 for summary of all FY22 amendments to date). With Council's approval, adjustments will be made to sales tax revenue to increase budget and appropriate the requested expense line items.

Chart 3: Summary of FY22 General Fund and Other Fund Appropriations

GENERAL FUND	
Adopted 2021/22 Total GF Appropriation	39,248,851
Carry Forward from PY	427,577
Appropriations approved by Council	731,459
Request for additional appropriations	513,000
	<u>40,920,887</u>
OTHER FUNDS	
Appropriations approved by Council	2,626,127
Request for additional appropriations	165,000
	<u>2,791,127</u>
SUMMARIZED	
Appropriations approved by Council	3,357,586
Request for additional appropriations	678,000
	<u>4,035,586</u>

Chart 4: Summary of FY22 Additional Appropriations by Source

In addition to the original budget adopted in June 2021, this chart depicts where the \$4,035,586 in additional appropriations were sourced.



In the months to follow, staff will review and bring to Council proposed amendments for the FY23 adopted budget. While there has been stability and increases in revenue sources, Council should use financial prudence as there are upcoming potential cost increases due to inflation, operational cost increases, labor negotiations, as well as identified Council goals and objectives.

Staff has identified these proposed amendments as adhering to City Council's goals and objectives and adhering to a balanced budget as adopted by Council in Resolution 20-29-R.

FISCAL IMPACT:

A total of \$678,000 in additional appropriation to the FY22 budget. Increase General Fund (GF) account 0001-412000 for Sales Tax by \$513,000 and increase expenditure line items in the GF by \$513,000 as detailed in this report. Also, increase expenditure line items for other non-GF funds by \$165,000 as detailed in this report. (Attachment 'A')

ATTACHMENTS:

Attach A- Budget Changes

Attach A- Appropriations1

Attach A- Appropriations2

ATTACHMENT A

Detail of Budget Changes

Fund	Title	Division	Title	Account	Current Budget	Proposed Ammend.	Adopted Budget
0001	11000000	CITY COUNCIL	749500	PROF AND SPEC SERVICES	30,000	159,000	189,000
0001	11000000	CITY COUNCIL	790400	CITY CONTRIBUTIONS TO	100,000	30,000	130,000
0001	11100000	CITY MANAGER-CITY CLERK	701000	REGULAR EMPLOYEES	298,051	31,000	329,051
0001	11110000	HUMAN RESOURCES	749500	PROF AND SPEC SERVICES	70,000	8,000	78,000
0001	11110000	HUMAN RESOURCES	749501	LIVE SCAN	15,000	5,000	20,000
0001	14120000	BUILDING INSPECTION	749500	PROF AND SPEC SERVICES	40,000	195,000	235,000
0001	15110000	POLICE-SUPPORT SERVICE	760000	SPECIAL DEPARTMENTAL EXP	80,115	7,000	87,115
0001	15110000	POLICE-SUPPORT SERVICE	749500	PROF AND SPEC SERVICES	105,019	9,000	114,019
0001	16100000	FIRE-ADMIN/SUPPRESSION	749500	PROF AND SPEC SERVICES	47,570	10,000	57,570
0001	16100000	FIRE-ADMIN/SUPPRESSION	799500	OPERATIONAL CAPITAL OUTLAY	49,982	5,000	54,982
0001	16110000	FIRE-FIRE PREVENTION	703300	UNIFORM ALLOWANCE	600	1,000	1,600
0001	17110000	PARKS & REC-SPORTS	749500	PROF AND SPEC SERVICES	74,000	16,000	90,000
0001	17190000	PARKS & REC-YOUTH SERVICE	822007	LONGFIELD CENTER UPGRADES	-	6,000	6,000
0001	17210000	PARKS & REC-COMM PROM/EV	760000	OTHER CONTRACTUAL SERVICE	7,425	1,000	8,425
0001	17220000	PARKS & REC-PARKS	749500	OTHER CONTRACTUAL SERVICE	7,450	18,000	25,450
0001	17220000	PARKS & REC-PARKS	779000	UTILITIES-OTHER	24,000	12,000	36,000
0415	13150000	I T S INFORMATIONAL TECH SERV	701000	REGULAR EMPLOYEES	164,240	61,000	225,240
0416	17502100	BUILDING MAINTENANCE	760000	SPECIAL DEPARTMENTAL EXP	66,831	5,000	71,831
0416	17502100	BUILDING MAINTENANCE	822007	LONGFIELD CENTER UPGRADES	34,539	83,000	117,539
0416	17502100	BUILDING MAINTENANCE	822008	1- HVAC REPL/GOODWILL BLDG	-	16,000	16,000
					1,214,822	678,000	1,892,822

ATTACHMENT A

General Fund-Total approved additional appropriations during FY22 and current requests

Division	Title	Account	Title	Appropriation	Description	Agenda Item Date
15110000	POLICE-SUPPORT SERVICE	822015	PAL BUILDING-WINDOW PROJECT	20,414.00	Purchase new windows for PAL Building	07/20/21
15110000	POLICE-SUPPORT SERVICE	822601	PUBLIC SAFETY RADIO REPL	14,885.00	Portion of \$699,105 needed for replacement of Police and Fire radios	08/03/2021 & 09/07/2021
17220000	PARKS & COMM SER-PARKS	758000	RENTS AND LEASES-EQUIP	24,000.00	Soccom-Annual lease amount to Kings Rehab	10/19/21
17220000	PARKS & COMM SER-PARKS	755000	OTHER CONTRACTUAL SERVICE	31,440.00	Soccom- Contracted mowing	10/19/21
17220000	PARKS & COMM SER-PARKS	778800	UTILITIES-WATER	43,512.00	Soccom-water	10/19/21
15130000	POLICE-OPERATIONS	701000	REGULAR EMPLOYEES	65,750.00	Parks Resource Officer	11/02/21
15130000	POLICE-OPERATIONS	760000	SPECIAL DEPARTMENTAL EXP	8,270.00	Parks Resource Officer-Outfitting	11/02/21
Various	Various	773000	EMPLOYEE RECOGNITION	84,800.00	Employee recognition- \$500 per each current FTE	11/16/21
Various	Various	701000	REGULAR EMPLOYEES	195,000.00	Employee recognition- \$1,000 per FTE	11/16/21
16100000	FIRE-ADMIN/SUPPRESSION	732000	COMMUNICATIONS	75,000.00	Contract with Fresno County for dispatch services	12/07/21
17210000	PARKS & COMM SERV-COMM PROM/EV	761110	ICE RINK EXPENSES	34,613.33	Additional approp to fund ice rink expenses	12/07/21
17210000	PARKS & COMM SERV-COMM PROM/EV	701300	PART-TIME EMPLOYEES	5,000.00	Additional approp to fund ice rink expenses-part-time employees	12/07/21
11100000	CITY MANAGER-CITY CLERK	749500	PROF AND SPEC SERVICES	45,600.00	Falconer services from Integrated Avian Solutions	12/21/21
14120000	BUILDING INSPECTION	792300	GRANT PROGRAM EXPENSES	70,320.00	(5) electronic plan tables from lproject Solutions	01/18/22
17100000	PARKS & COMM SERV-ADMIN	701000	REGULAR EMPLOYEES	12,855.00	Change classification of Rec Coordinator to an Administrative Analyst (prorated)	1/28/2022 memo
11000000	CITY COUNCIL	749500	PROF AND SPEC SERVICES	159,000.00	Account underbudgeted based on history, 2 invoices for auditors for FY21-inmaterial to reclass	Current request
11000000	CITY COUNCIL	790400	CITY CONTRIBUTIONS TO	30,000.00	Account underbudgeted based on history	Current request
11100000	CITY MANAGER-CITY CLERK	701000	REGULAR EMPLOYEES	31,000.00	(1) Communications Manager, amount prorated for remaining FY	Current request
11110000	HUMAN RESOURCES	749500	PROF AND SPEC SERVICES	8,000.00	Additional exepenses not accounted for	Current request
11110000	HUMAN RESOURCES	749501	LIVE SCAN	5,000.00	Additional exepenses not accounted for	Current request
14120000	BUILDING INSPECTION	749500	PROF AND SPEC SERVICES	195,000.00	For examination of plans. Orig budget was anticipating the hiring of an in-house examiner	Current request
15110000	POLICE-SUPPORT SERVICE	760000	SPECIAL DEPARTMENTAL EXP	7,000.00	Purchase of a walk-behind floor scrubber	Current request
15110000	POLICE-SUPPORT SERVICE	749500	PROF AND SPEC SERVICES	9,000.00	Costs are only slightly higher compared to FY21. However FY22 budget was reduced by 5K	Current request
16100000	FIRE-ADMIN/SUPPRESSION	749500	PROF AND SPEC SERVICES	4,000.00	40 Covid test kits	Current request
16100000	FIRE-ADMIN/SUPPRESSION	749500	PROF AND SPEC SERVICES	6,000.00	Breaker test, 5 year sprinkler inspections, upgrade emergency reporting	Current request
16100000	FIRE-ADMIN/SUPPRESSION	799500	OPERATIONAL CAPITAL OUTLAY	5,000.00	Additional replacement supplies needed	Current request
16110000	FIRE-FIRE PREVENTION	703300	UNIFORM ALLOWANCE	1,000.00	Additional uniform allowance per the MOU	Current request
17110000	PARKS & REC-SPORTS	749500	PROF AND SPEC SERVICES	16,000.00	Increased softball events led to increased need for independent contractors	Current request
17190000	PARKS & REC-YOUTH SERVICE	822007	LONGFIELD CENTER UPGRADES	6,000.00	Project primarily funded by CDBG. Overage expensed to Parks.	Current request
17210000	PARKS & REC-COMM PROM/EV	760000	OTHER CONTRACTUAL SERVICE	1,000.00	Fitness center- disinfecting towel service from Aramark	Current request
17220000	PARKS & REC-PARKS	749500	OTHER CONTRACTUAL SERVICE	18,000.00	Increased expenses (4 Creeks, Kings Industrial, Verizon), underbudgeted based on history	Current request
17220000	PARKS & REC-PARKS	779000	UTILITIES-OTHER	12,000.00	Soccom utilities increase, underbudgeted based on history	Current request
				1,244,459.33		

Attachment: Attach A- Appropriations1 (Finance: Additional Appropriation of \$678,000 to the 2021-22

ATTACHMENT A

Non-GF- Total approved additional appropriations during FY22 and current requests

Division	Title	Account	Title	Appropriation	Description	Agenda Item Date
21870000	REFUSE/RECYCLE IMPACT FEE	822002	COMMERCIAL/RECYCLE DUMPSTERS	21,250.00	Purchase of commercial trash and recycle dumpsters	08/03/21
21810000	TRANSPORTATION IMPACT FEE	820644	TRAF SIGNAL/12TH AV TO HUME	104,328.00	Additional approp request to fully fund design portion of FY20/21 Traffic Signal proj.	08/17/21
29100000	WATER CAPITAL & RESERVE	822644	REPR WELL 45 AND WELL 49	250,000.00	Emergency repair of well no. 45 and well no. 49	09/07/21
21040000	ACCUM CAPITAL OUTLAY	822641	PEDESTRIAN AND LIGHTING IMPR	23,600.00	Additional approp requested to fully fund Pedestrian and Lighting Improv project	09/21/21
14500200	CDBG ENTITLEMENT	821653	LACEY BASKETBALL COURTS	177,600.00	Allocate CDBG funds to cover project	09/21/21
21800000	PARKS FAC IMPACT FEE FUND	822642	HIDDEN VALLEY PARK/FITNESS CT	24,075.00	Additional approp requested to fully fund Fitness Court at Hidden Valley Park	10/05/21
20620000	STDRAN CAP	821619	LACEY WIDEN/RECON/10TH-SIERRA	286,000.00	Additional approp requested to fully fund property purchase	10/05/21
21040000	ACCUM CAPITAL OUTLAY	822646	SOC COM IMPROVEMENTS	30,000.00	Soccom-Repairs for restroom/concession building	10/19/21
21040000	ACCUM CAPITAL OUTLAY	822646	SOC COM IMPROVEMENTS	15,000.00	Soccom-Irrigation Repairs	10/19/21
21040000	ACCUM CAPITAL OUTLAY	822646	SOC COM IMPROVEMENTS	16,500.00	Soccom-Replacement of eight soccer goals	10/19/21
14500200	CDBG ENTITLEMENT	821653	LACEY BASKETBALL COURTS	64,319.70	Lacey Park Basketball Courts Project	11/16/21
14500200	CDBG ENTITLEMENT	821653	LACEY BASKETBALL COURTS	40,359.08	Lacey Park Basketball Courts Project	11/16/21
29100000	WATER CAPITAL & RESERVE	822011	RADIATOR FOR TANK 5 GENERATOR	70,487.62	Purchase of new radiator for emergency radiator- Tank 5	11/16/21
Various	Various	773000	EMPLOYEE RECOGNITION	40,000.00	Employee recognition- \$500 per each current FTE	11/16/21
Various	Various	701000	REGULAR EMPLOYEES	90,700.00	Employee recognition- \$1,000 per FTE	11/16/21
21800000	PARKS FAC IMPACT FEE FUND	822642	HIDDEN VALLEY PARK/FITNESS CT	33,564.10	Additional approp requested to fully fund fitness pad project	12/07/21
29100000	WATER CAPITAL & RESERVE	822302	WATER SERV TRK/REPL 233	42,911.02	Additional approp requested to fully fund Ford F-550 truck	12/07/21
14310000	CENTRAL PARKING & IMPRV OPER	749500	PROF AND SPEC SERVICES	10,000.00	Falconer services from Integrated Avian Solutions	12/21/21
21850000	WATER SYSTEM IMPACT FEE	822633	NEW WATER SUPPLY WELL	433,675.00	Additional approp to fully fund Well no 51 & 52	02/15/22
29100000	WATER SYSTEM IMPACT FEE	820623	NEW WATER SUPPLY WELL	433,675.00	Additional approp to fully fund Well no 51 & 52	02/15/22
20370000	REFUSE CAPITAL & RESERVES	822301	REFUSE REAR LOADER/REPL 342	61,454.94	Additional approp requested to fully fund refuse vehicle	03/01/22
21040000	ACO	822604	CIVIC AUD SEWER MAIN REPL	31,900.00	Additional approp to fully fund Civic Aud Sewer Main Repl Project	03/15/22
21040000	ACO	822605	CIVIC AUD ROOF REPL	63,347.44	Additional approp to fully fund Civic Aud Roof Replac Project	03/15/22
21040000	ACO	822605	CIVIC AUD ROOF REPL	158,059.60	Additional approp to fully fund the Civic Aud Roof Cooler Replac Project	03/15/22
17502102	BLDG (CITY) RESERVES	822605	CIVIC AUD ROOF REPL	103,320.00	Additional approp for Civic Aud maintenance (cooler repl, electrical,purchase of coolers)	03/15/22
13150000	I T S INFORMATIONAL TECH SERV	701000	REGULAR EMPLOYEES	61,000.00	(2) Office Systems Analysts, amount prorated for remaining FY	Current request
17502100	BUILDING MAINTENANCE	760000	SPECIAL DEPARTMENTAL EXP	5,000.00	Unexpected expenses for Longfield Center	Current request
17502100	BUILDING MAINTENANCE	822007	LONGFIELD CENTER UPGRADES	83,000.00	Unexpected expenses for R&M	Current request
17502100	BUILDING MAINTENANCE	822008	1- HVAC REPL/GOODWILL BLDG	16,000.00	Replacement AC for Goodwill building	Current request
				2,791,126.50		
Grand Total				4,035,585.83		



AGENDA STAFF REPORT

MEETING DATE: 4/5/2022	AGENDA SECTION: D
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SUBJECT:

Review and discussion of recommended amendments to the City's Community Development Block Grant (CDBG) 2022-2023 Annual Action Plan and Budget

RECOMMENDATION:

That the City Council receive the report and presentation and provide staff with feedback and recommendations for the CDBG Annual Action Plan and Budget for the 2022-2023 Program Year.

BACKGROUND:

The City of Hanford participates in the Department of Housing & Urban Development's (HUD) Community Development Block Grant (CDBG) Entitlement Cities Program. The City receives a formula grant annually as a participant in the Entitlement Cities Program. The primary objective of the CDBG Program is the preservation and development of viable communities by providing decent housing, a suitable living environment, economic development opportunities, public services, and public facilities principally for low- and moderate-income persons. Additional information is attached in **EXHIBIT A**.

As a condition of receiving federal funds, the Federal Housing and Urban Development Department (HUD) requires the City to prepare a five-year (2019-2023) Consolidated Plan (ConPlan), which City Council approved on May 7, 2019. The ConPlan serves as the blueprint for community development activity in the City. The Annual Action Plan (APP) is prepared by the City every year according to requirements set forth by HUD. This upcoming funding 2022/23 is the fourth year of the 5-year Consolidated Plan.

It is estimated that the City will receive a CDBG allocation of \$558,523, which is the same amount of CDBG funds received last year and an estimated \$25,000 in program income from previous loan payments. Once HUD releases the FY22/23 CDBG entitlement allocations, this amount will be updated accordingly.

There are also statutory limitations on the percentage of CDBG funds that may be utilized for administrative purposes at no more than 20% of the entitlement and Public Services at no more than 15% of the entitlement. The remaining funds are utilized for Affordable Housing, Public Facilities, and Capital Improvements projects. Based upon previous reviews, input, and approvals from Council, the total funds recommended for 2022/23 by eligibility category are as follows:

Housing (Housing Rehabilitation)	\$388,000
Public Services	\$83,818
TOTAL PROGRAMMATIC FUNDS (80%)	\$471,818
Administration (up to 20%)	\$111,705
TOTAL CDBG 2022-2023 FUNDING	\$583,523

Therefore, based on the limited amount of resources available, staff assessment is that the proposed 2022/23 projects will meet the defined national objective, complete at least one of the following priority needs established in the 2019-2023 Five-Year Consolidated Plan, and demonstrate the ability to spend grant funding within the applicable timeliness provisions, which are shown in **EXHIBIT A**.

Notice of the public hearing before the City of Hanford City Council was published on March 25, 2022, in the *Hanford Sentinel*. No public comments have been received as of the date of preparation of this report.

This discussion provides staff direction in the APP preparation process, which provides Council an opportunity to review the proposed activities/programs, obtain feedback from the Community and add, delete or make recommendations before publishing the 2022 draft Action Plan for a 30-day public review on April 8, 2022. Staff will conduct a public hearing and adopt the plan on May 3, 2022.

FISCAL IMPACT:

This action is a prerequisite to ensuring the City can receive its anticipated \$558,523 CDBG entitlement funds. This discussion will be followed by several Council actions, including a Public Hearing and budget appropriations at the time that the funding is received and allocated for use.

ATTACHMENTS:

EXHIBIT A CDBG 04052022

EXHIBIT A

Community Development Block Grant (CDBG) Proposed Projects for Action Plan 2022

HUD has not announced FY 2022-23 CDBG allocations; however, the City anticipates it will receive an estimated \$558,523 in CDBG funds and \$25,000 in program income for planning purposes.

Based on the estimated 2022-23 allocation and other CDBG funding resources, staff assessment is that the 2022/23 proposed projects will meet the defined national objective, complete one of the following priority needs established in the 2019-2023 Five-Year Consolidated Plan, and demonstrate the ability to spend grant funding within the applicable timeliness provisions.

2019-2023 Priority Needs

- provide decently, preserved, affordable housing
- maintain and promote neighborhood preservation
- support special needs programs and services
- public facility/infrastructure improvements
- economic development

Proposed 2022/23 Projects

Planning and Administration:

The City of Hanford will utilize up to **\$111,705** to provide efficient administration and oversight of the City's CDBG Program. Eligible costs include but are not limited to paying staff time for administrative duties associated with carrying out the grant and paying for training, materials, and advertising.

Housing:

Housing Rehabilitation:

The City of Hanford will utilize up to **\$200,000** for the City's Emergency/Minor Repair Program. Through this program, qualifying residents are offered financing for emergency home repairs. The program provides up to \$20,000 per household. Repairs include but are not limited to roof repair or replacement, heating, and air repair or replacement, and disability modifications. It is anticipated that ten(10) households will be assisted through the program.

Sunrise Apartments:

KTHA SUNRISE LLC requests **\$188,000** in CDBG funds for Housing Rehab of the Stardust Motel. The cost of converting rooms to studio apartments for permanent housing was reallocated towards the renovation and conversion of temporary shelter units into 22 permanent supportive housing units. These additional funds will rehabilitate an interim housing unit at Motel Stardust to convert it to a permanent housing unit. The scope of the rehabilitation includes an electrical, mechanical, and plumbing upgrade to accommodate added kitchenettes in the efficiency units, repairing and replacing flooring and bathroom sinks and showers, and adding new paint, window blinds, furniture, and closet.

Public Services:

King Tulare Homeless Alliance (KTHA) COC :

Staff requests **\$10,000** from this service provider for the following program years **2022 and 2023**

The Kings Tulare Homeless Alliance is a non-profit organization that partners with several area agencies to address the homeless needs in Hanford. CDBG funds will help fund various activities, including but not limited to the Point in Time census. A Point in Time is a snapshot of the homeless community throughout Kings and Tulare Counties. The survey results provide a depth of information about patterns in the homeless population within these counties. *A Point in Time count provides service agencies, local government, and policymakers the opportunity to spot homelessness trends and evaluate the success of existing programs. It is a tool for agencies and their partners to apply for funding and to plan programs and services to meet the needs of people experiencing homelessness within our community.*

Utility Assistance:

The City of Hanford will utilize up to **\$18,818** to help people facing hardship pay water bills while helping to ensure that water is readily available for all families. To qualify for the program, residents must have an income at or below 80 percent of Kings County Income Limits, provide proof of income,

Kings Commission on Aging-Senior Meals:

Staff requests **\$40,000** from this service provider for the following program years, **2022 and 2023**, to deliver meals to homebound. Provide funding to assist with the substantial increase in operating costs of local community kitchens and food pantries due to increased food demand. Reimburse documented operating costs, such as staff costs, supplies, utilities, maintenance, and insurance. Funding will provide 7,737 meals for the disabled and homebound seniors.

Fair Housing Education:

As an Entitlement City for the U.S. Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG), the city prepared a five-year Consolidated Plan and annually prepared an Action plan for the use of CDBG funds. The City's Community Development Department is tasked with furthering housing goals, including conducting education and outreach activities to encourage compliance with federal and state fair housing laws. To meet that requirement, an allocation of **\$15,000** to contract for Fair Housing Education Services public service activity.

Alternate Projects

The following will serve as alternate projects in the FY 2022-2023 Annual Action Plan. The City may fund from the Alternate Projects List if additional funding is available or if a funded project is canceled or delayed beyond the grant year. Factors to be considered for selecting from the Alternate Projects list include priority rank, available funding based on the funding caps (ex. Public Service Cap), project eligibility for the open funding source, and timeframe for completion concerning the period for expending funds.

Additional funding for Primary List Public Service Subrecipients (Subject to 15% Cap)

First-time homebuyers: \$150,000

Housing Rehabilitation: \$200,000

Sunrise Apartments: \$200,000

GUIDE TO UNDERSTANDING THE HUD CDBG PROGRAM

City of Hanford
CDBG Program
317 N. Douty St
Hanford CA 93230

Administered by the Department of
Community Development-Housing

The City of Hanford participates in the Department of Housing & Urban Development's (HUD) Community Development Block Grant (CDBG) Entitlement Cities Program. The City receives a formula grant annually as a participant in the Entitlement Cities Program. The primary objective of the CDBG Program is the preservation and development of viable communities by providing decent housing, a suitable living environment, economic development opportunities, public services, and public facilities principally for low- and moderate-income persons.

The Community Development Block Grant staff administers the CDBG Program for the City. Our fiscal year is July 1 through June 30. The City operates under five (5) general program areas under the CDBG Program:

1. **Administration:** Administration of the grant itself; this program is in-house by CDBG staff.
2. **Planning Services:** Provide planning and administration within The City of Hanford limits. The City provides general management, oversight, and coordination of the CDBG Program and other related activities. It utilizes a majority of these funds for the development of the Consolidated Plan (CP), the Annual Action Plan (AAP), and the Consolidation Annual Performance & Evaluation Report (CAPER). HUD limits funding in this category to 20% of the City's total annual CDBG Entitlement Grant.
3. **Housing Services:** Provide housing rehabilitation and emergency repairs on single-family owner-occupied dwellings within The City of Hanford limits. Single-family homeowners/occupants may apply for funding if their homes need housing rehabilitation and emergency repairs. The City operates intermediate and substantial Housing Rehabilitation programs.
4. **Public Facilities:** Governmental agencies and non-profit agencies, including faith-based organizations, may apply for funding from the CDBG Program if their building provides a public service to low- and moderate-income citizens. Services include but are not limited to child care, health care, recreation, education, homeless persons, senior citizens. This program also includes parks, playgrounds, streets, sidewalks, infrastructure, upgrades, and improvements to public facilities that provide a service to low- and moderate-income individuals and families.
5. **Public Services:** Governmental agencies and non-profit agencies, including faith-based organizations, may apply for funding from the CDBG Program if they provide a public service including but not limited to: child care, health care, recreation, education, homeless persons, senior citizens, etc. and too low- and moderate-income individuals and families. The Public Service Program has a cap of 15% of the total grant amount annually.

Communities develop their programs and funding priorities based on local needs. HUD has established guidelines to define the types of projects and activities that may be undertaken and ensure each project or activity meets one of the national objectives of the CDBG Program. Examples of eligible projects and activities include:

- Acquisition and disposition of real property;
- Acquisition, construction, reconstruction, and rehabilitation of public facilities such as community, senior, and health centers. Public facilities also include streets, sidewalks, parks, playgrounds, and infrastructure (water and sewer or flood and drainage improvements);
- Provisions of public services such as child care, health care, recreation or education programs, services for senior citizens, and services for homeless persons; and
- Residential housing rehabilitation.

NATIONAL OBJECTIVES

Each project or activity must carry out one of the three national objectives of the program:

1. **Benefit low and moderate-income persons** individually, such as housing rehabilitation, or area-wide, such as improvements to streets, sidewalks, and parks. Activities that benefit special populations that are presumed to be low and moderate-income, such as elderly persons, abused spouses or children, homeless persons, and developmentally or physically disabled/handicapped persons;
2. **Aid in the prevention or elimination of slums and blight;**
3. **Meet urgent community development needs that pose a serious and immediate threat to the health or welfare of the community (i.e., natural disasters).**

GOALS

The Community Development Block Grant Program will partner with other agencies to accomplish their short and long-term goals and, at the same time, meet the goals set by the U.S. Department of Housing & Urban Development. These goals include:

Decent Housing - including assisting homeless persons obtain affordable housing; assisting persons at risk of becoming homeless; retention of affordable housing stock; increasing the availability of affordable permanent housing in standard condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination based on race, color, religion, sex, national origin, familial status, or disability; increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS) to live in dignity and independence, and providing affordable housing that is accessible to job opportunities.

A Suitable Living Environment - including improving the safety and livability of neighborhoods; increasing access to quality public and private facilities and services; reducing the isolation of income groups within areas through spatial de-concentration of housing opportunities for lower-income persons and the revitalization of deteriorating neighborhoods; restoring and preserving properties of special historic, architectural, or aesthetic value; and conserving of energy resources.

Expanded Economic Opportunities - including job creation and retention; establishment, stabilization, and expansion of small businesses (including microbusinesses); provision of public services concerned with employment; provision of jobs to low-income persons living in areas affected by those programs and activities, or job resulting from carrying out activities under programs covered by the plan; availability of mortgage financing for low-income persons at reasonable rates using nondiscriminatory lending practices; access to capital and credit for development activities that promote the long-term economic and social viability of the community; and empowerment and self-sufficiency for low-income persons to reduce generational poverty in federally assisted housing and public housing.

ELIGIBLE ACTIVITIES

A wide variety of projects or activities are eligible for CDBG funding. Suitable activities that may be requested to be funded will fall into one of the following categories:

1. Public services such as (a) shelter for abused women and children, (b) health care and substance abuse services, (c) activities to help prevent or address homelessness, (d) fair housing education, (e) job training, and (f) services for the elderly, disabled, or disadvantaged youths, etc. HUD limits funding in this category to a maximum of 15% of the City's total annual CDBG Entitlement Grant amount.

2. Public facilities and improvement activities such as (a) acquisition, installation, construction, and rehabilitation of infrastructure (e.g., water/sewer lines, streets, and sidewalks) and (b) acquisition, construction, or rehabilitation of neighborhood facilities, and facilities for persons with special needs, (e.g., homeless shelters, group homes, and halfway houses), etc. Activities such as (a) code enforcement and (b) historic preservation.
3. Planning and administration, the general management, oversight, and coordination of the CDBG Program and other related activities. HUD limits funding in this category to 20% of the City's total annual CDBG Entitlement Grant.
4. Housing activities such as (a) rehabilitation and preservation, (b) lead-based paint testing and abatement, (c) energy conservation projects, and (d) emergency repairs.

INCOME LIMITS

For a project or activity to be eligible for CDBG funding, 51% of the beneficiaries must be low- to moderate-income, adjusted for family size, as defined by the Department of Housing & Urban Development (HUD) for Kings County.

County	Number of Persons in Household							
	1	2	3	4	5	6	7	8
Kings	39,150	44,750	50,350	55,900	60,400	64,850	69,350	73,800

Source of Income Limits: U.S. Department of Housing and Urban Development (HUD) Regulations
Effective: REVISED 01/01/2022

PROGRAM REQUIREMENTS

CDBG funds are federal funds, and therefore, there are many significant rules and regulations that must be followed to comply with federal requirements. Some of these are:

- A minimum of 70% of the annual grant must support activities that benefit low- and moderate-income persons. Some activities meeting this requirement are those which: (a) serve all residents in a particular area, where at least 51% of residents are low- to moderate-income, (b) benefit a limited clientele, as long as at least 51% are low- to moderate-income, (c) improve permanent single-family residential structures which are owned and occupied by low- to moderate-income persons;
- CDBG funds generally may not be used for religious activities or provided to primarily religious entities for activities. CDBG funds may be used for eligible public services to be provided through a primarily religious entity, provided that the religious entity agrees with the City stating it will not discriminate on the basis of religion and it will not provide any sort of religious services or other types of influential activities;
- Agencies selected to receive CDBG funds are known as sub-grantees or sub-recipients and will be required to enter into an agreement with the City before receiving any CDBG funds;
- Sub-grantees and sub-recipients must be prepared to begin their proposed activity on or about July 1st of each year;
- Monthly programmatic reports with supporting documentation will be required, as well as monitoring visit(s) to ensure compliance with appropriate rules and regulations;
- Income must be documented and verified for each client or household;
- A maximum of 15% of the total annual grant can be used for public service activities;
- A maximum of 20% of the total annual grant can be used for administrative activities; and

- Administrative, Public Service, and Public Facility project records must be maintained for five years from the completion of the project.
- The CDBG staff will present a proposed budget, including recommendations for financing, to the City Council in March-April. The City must adopt the CDBG Annual Action Plan before submitting it to the HUD Regional Field Office no later than May 15th. HUD will notify the City whether it has approved the City's Annual Action Plan. HUD may request the City to amend its Action Plan due to reduced funding, or HUD may request additional information before it approves the Action Plan.
- The City cannot award any funds to subgrantees or subrecipients until the HUD Regional Field Office approves the Action Plan and signs an agreement between HUD and the City.
- Funding awards are effective on the date Federal funds are awarded to the City. Funding requests must conform to the guidelines enclosed so that all submissions may be evaluated relatively.

Citizen Participation

The City of Hanford encourages all of its residents to participate in developing its Annual Action Plan (AAP) and Consolidated Plan (CP). The CDBG staff places display ads in the *Hanford Sentinel* Newspaper announcing when public hearings and meetings will be held. Citizens are also encouraged to review and comment on the CAPER. Any comments received will be inserted into or attached to the Plans or CAPER before submission to the HUD Regional Field Office.

Consolidated Annual Performance & Evaluation Report (CAPER)

HUD requires the City to complete and submit a Consolidated Annual Performance & Evaluation Report (CAPER) to the HUD regional office within 90 days after the calendar year ends. This report is completed by September 28th of each year. The report is posted on the City's website www.cityofhanfordca.com under Community Development. The report includes projects/activities completed, funds committed and expensed and other accomplishments achieved during the prior CDBG calendar year. The information is available for citizen comments for 15 days in early September. Hard copies of the report are available at the City's Community Development Department.

Annual Action Plan (AAP)

HUD requires the City to complete and submit an Annual Action Plan to the HUD Regional Field Office no later than May 17th each year for the next HUD funding cycle.

The planning process for this report begins with a public hearing in April for citizens to provide input in developing the plan. The plan is made available for citizen comments for 30 days starting in April and ending in May with another public hearing. Hard copies of this proposed report are available at the City's Community Development Department. The information is posted on the City's website www.cityofhanfordca.com under Community Development. The report includes proposed projects/activities, proposed funding requests, and other information required by HUD.

5-Year Consolidated Plan (CP)

HUD requires the City to complete and submit a Consolidated Plan every three to five years to the HUD Regional Field office. The planning process for this report begins with a public hearing in April of each year to solicit citizens' input in developing the plan. The information is posted on the City's website www.cityofhanfordca.com under Community Development. The report includes the City's priorities and proposed projects for five years.



**AGENDA
STAFF REPORT**

MEETING DATE: 4/5/2022	AGENDA SECTION: B
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SUBJECT:

City Clerk: Approval of the Minutes of the September 21, 2021 Meeting

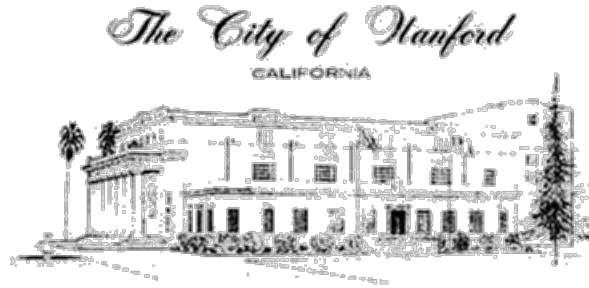
Recommendation:

Approve the minutes of the September 21, 2021 Meeting.

FISCAL IMPACT:

ATTACHMENTS:

9.21.2021



**CITY COUNCIL MEETING
MINUTES**

**September 21, 2021 7:00 PM
Council Chambers
400 N. Douty St.**

6:00 PM CALL TO ORDER CLOSED SESSION:

Mayor Ramirez called the closed session to order at 6:00 p.m.

ROLL CALL BY THE CITY CLERK :

Present: Francisco Ramirez, Diane Sharp, Kalish Morrow, Art Brieno, Amanda Saltray

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.*

Bob Ramos commented on closed session item D. He also commented on Hidden Valley Park.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

Mayor Ramirez adjourned to closed session at 6:03 p.m.

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

Property: APN's 028-240-018, 028-240-020, 08-310-005, 028-310-005, 028-310-007, 028-310-008, 028-310-025

Agency Negotiators: Mario Cifuentez, Ty Mizote

Negotiating Party: City Farm Industries Inc.

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC 54956.9(d)(4)):

One potential case.

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC 54956.9(d)(2)):

One potential case (Brown Act compliant).

***CONFERENCE WITH LEGAL COUNSEL-PUBLIC EMPLOYEE PERFORMANCE
EVALUATION (GC 54957(b)(1)):***

Title: City Attorney

CALL TO ORDER REGULAR SESSION:

Mayor Ramirez called the meeting to order at 7:02 p.m.

ROLL CALL:

Attendee Name	Title	Status	Arrived
Diane Sharp	Vice Mayor	Present	5:40 PM
Art Brieno	Council Member	Present	5:55 PM
Kalish Morrow	Council Member	Present	5:57 PM
Amanda Saltray	Council Member	Present	5:57 PM
Francisco Ramirez	Mayor	Present	5:15 PM

INVOCATION:

The invocation was led by Pastor Orris Whitley.

FLAG SALUTE:

The flag salute was led by Mayor Ramirez.

CLOSED SESSION ACTION REPORT :

City Attorney Ty Mizote reported that the Council was unable to complete the discussion of one of the anticipated litigation items. The closed session will reconvene after the regular meeting. No action was taken on the other closed session items.

RECOGNITIONS/PROCLAMATIONS:**A. Introduction of New Police Officers**

Introduction of the new police officers was postponed.

B. Fire: Proclamation to American Ambulance in recognition of their outstanding service and efforts during the COVID-19 pandemic.

Police Chief Parker Sever and Fire Chief Steve Pendergrass presented a proclamation of recognition to the American Ambulance for their outstanding service and efforts during the COVID-19 pandemic.

The City Council and representatives from Senator Melissa Hurtado's Office, Congressman David Valadao's office, and Assemblymember Rudy Salas's office presented certificates of Recognition to the American Ambulance Paramedics.

American Ambulance Chief Operations Officer for Fresno and Tulare County, Steve Melander expressed his gratitude for the recognition and support.

C. Proclamation National Fire Prevention Week October 3-9, 2021

The City Council presented the Fire Prevention Week Proclamation to Fire Chief Steve Pendergrass.

STAFF COMMUNICATIONS:

City Manager Mario Cifuentez provided departmental updates.

COUNCIL REPORTS/COMMENTS:

Vice Mayor Sharp attended several community events. She also attended the KART Facility Design meeting.

Council Member Morrow attended the KCAPTA meeting.

Council Member Brieno commented on Senate Bill 9. He also commented on the Centennial Park playground.

Council Member Saltray attended the KCAO Board meeting. She also commented on the ARPA fund distribution.

Mayor Ramirez attended the Proteus event. He also discussed other events he attended.

PUBLIC COMMENT:

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

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

Bob Ramos commented on the 18 acres adjacent to Hidden Valley Park. He also commented on the complaint filed by Paula Lofgren.

Lou Martinez thanked the first responders, city staff and the Council for their service to the community. He commented on the 18 acres adjacent to Hidden Valley Park. He also commented on the complaint filed by Paula Lofgren.

Mark Pratter commented on the 18 acres adjacent to Hidden Valley Park.

Jose Sigala, SEIU Representative for the City of Hanford, commented on the ARPA fund distribution.

Nate Odom commented on the Local Control Resolution on the agenda.

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.

Council Member Brieno requested to pull Item F *[Public Works: Authorization to award a contract, to provide pedestrian accessibility and safety and additional street lighting on Redington Street between Phillips Street and Scott Street, to DOD Construction of Bakersfield CA, in the amount of \$108,475.00 and approve an additional appropriation of \$23,600.00 from the Accumulated Capital Outlay Reserves to fully fund this project.]*

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

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Diane Sharp, Vice Mayor
SECONDER:	Amanda Saltray, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

- 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: Approval of the Minutes of the May 4, 2021 Meeting
- C. Administration: Second Reading of Ordinance No. 21-05, Amending those sections of Title 2 of the Hanford Municipal Code to set the number of seats on all City Commissions at 5 and making several other revisions to Chapters 2.20, 2.28, 2.32, and 2.36 of the Municipal Code.
- D. Information Technology: Approval of adding additional fiber optic network connectivity at Longfield Center, Coe Park Center, Plunge and Airport for an initial installation/construction cost of \$30,000 which will be paid from ARPA funds.
- E. Police: Approval of Out of State Travel to Stateline Nevada for Sun Ridge Users Conference for a Police Sergeant and Senior Records Clerk.

PULLED ITEMS:

1. Public Works: Authorization to award a contract, to provide pedestrian accessibility and safety and additional street lighting on Redington Street between Phillips Street and Scott Street, to DOD Construction of Bakersfield CA, in the amount of \$108,475.00 and approve an additional appropriation of \$23,600.00 from the Accumulated Capital Outlay Reserves to fully fund this project.

[Item F]

Pulled by Council Member Brieno.

Public Works Director John Doyel discussed the proposed lighting placement. Dir. Doyel answered questions from Council Member Brieno. Police Chief Parker Sever commented on the placement of the street lighting.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Kalish Morrow, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

PUBLIC HEARINGS:

- A. City Attorney: Adoption of Resolution of Necessity 21-__-R for APN 001-040-015 (the "Property") authorizing the City Attorney to take the steps necessary to finalize the acquisition of the property (Arthur Delgado Eminent Domain) for the widening of 12th avenue by the City (the "Project").

Mayor Ramirez called for the staff report.

Motion to table.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kalish Morrow, Council Member
SECONDER:	Art Brieno, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

B. Community Development: Public hearing to Accept comments and Approve the submission of the 2020/21 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report.

Mayor Ramirez opened the public hearing and called for the staff report at 7:57 p.m. Administrative Analyst Sandra Lerma presented the Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and answered questions from the Council.

Public Comment:

IN-FAVOR:
None

OPPOSED:
None

Mayor Ramirez closed the public hearing at 8:06 p.m.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Diane Sharp, Vice Mayor
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

GENERAL BUSINESS:

A. Public Works: Authorization to advertise for bids for the FY 20/21 CDBG Lacey Park Basketball Courts and Pre-Authorize the City Manager to award and execute the contract on behalf of the City to the lowest responsible bidder, providing project bid is within current budget appropriation.

Public Works Director John Doyel discussed the project details and answered questions from Council Member Brieno.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Kalish Morrow, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

B. Administration: Adoption of Resolution No. 21-42-R, expressing support for actions to further strengthen local democracy, authority, and control as it relates to Local zoning & Housing Issues and Personal Rights of City Residents.

City Manager Mario Cifuentez discussed the background of the resolution, and provided the details of Housing Bills SB9, SB10 and AB1401. Each of the Council Members commented on the resolution.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kalish Morrow, Council Member
SECONDER:	Amanda Saltray, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

COUNCIL FUTURE AGENDA ITEMS:

Council Future Agenda Items

Council Member Brieno commented on the ARPA fund distribution. Mayor Ramirez questioned the roundabout sign located on Hwy 43. City Manager Cifuentez addressed the Council's questions and concerns.

ADJOURNMENT:

The Council adjourned the meeting and reconvened to closed session at 8:29 p.m.

Respectfully submitted,

Natalie Corral
City Clerk



**AGENDA
STAFF REPORT**

MEETING DATE: 4/5/2022	AGENDA SECTION: C
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SUBJECT:

City Clerk: Approval of the Minutes of the October 5, 2021 Meeting

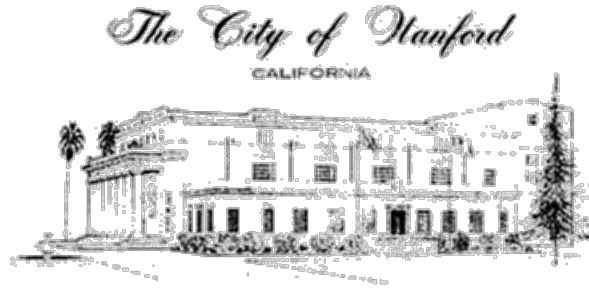
Recommendation:

Approve the minutes of the October 5, 2021 Meeting.

FISCAL IMPACT:

ATTACHMENTS:

10.5.2021



CITY COUNCIL MEETING MINUTES

**October 5, 2021 7:00 PM
Council Chambers
400 N. Douty St.**

5:00 PM CALL TO ORDER STUDY AND CLOSED SESSION:

Mayor Ramirez called the study session and closed session to order at 5:00 p.m.

ROLL CALL BY THE CITY CLERK:

Present: Francisco Ramirez, Diane Sharp, Amanda Saltray, Kalish Morrow, Art Brieno

PUBIC 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.*

None.

STUDY SESSION:

A. Kings County Redistricting Information Presentation

Kings County Administrative Analyst Matthew Boyett presented the redistricting process, goals, and timeline for Kings County. Mr. Boyett referred the Council and the public to the Kings County website and social media platforms for additional information. Mr. Boyett and County Counsel, Diane Freeman answered questions from the Council. Vice Mayor Sharp thanked Mr. Boyett, Kings County and the Board of Supervisors for the presentation.

B. Discussion and Review of the 2020 Urban Water Management Plan Update and the 2020 Water Shortage Contingency Plan Update

Public Works Deputy Director Jim Ross introduced the consultant, Tony Akel to present the 2020 Urban Water Management Plan Update and 2020 Water Shortage Contingency Plan Update. Mr. Akel provided an overview of both Plans. He discussed new requirements, the City's water service, and the annual assessment reporting timeline. The 2020 Urban Water Management Plan and the 2020 Water Shortage Contingency Plan guidebooks will be issued within a year. Public Works Director John Doyel addressed questions and concerns from the Council.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (GC 54956.9(d)(1)):

Cesar Pimentel v. Officer Carrillo, Officer Rivera
Eastern District Case No.: 1:19-cv-1088

Attachment: 10.5.2021 (Clerk: 10.5.2021 Minutes)

Montreal Hemphill v. Officer Farr, Officer Medeiros
Eastern District Case No.: 1:19-cv-1119

Bradley Glen-Smith v. City of Hanford
Kings County Superior Court Case No 21C0037

Stephen and Alma McLemore v. City of Hanford, et al.
Kings County Superior Court Case No 21C0023

Nathan Rodriguez v. City of Hanford
Kings County Superior Court Case NO. 21C0172

Helena v. City of Hanford
Kings County Superior Court Case No 17C0102

CALL TO ORDER REGULAR SESSION:

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

ROLL CALL:

Attendee Name	Title	Status	Arrived
Diane Sharp	Vice Mayor	Present	4:50 PM
Art Brieno	Council Member	Present	4:57 PM
Kalish Morrow	Council Member	Present	4:55 PM
Amanda Saltray	Council Member	Present	4:50 PM
Francisco Ramirez	Mayor	Present	4:35 PM

INVOCATION:

The invocation was led by Pastor Marleny Senn.

FLAG SALUTE:

The flag salute was led by Mayor Ramirez.

CLOSED SESSION ACTION REPORT :

None.

RECOGNITIONS/PROCLAMATIONS:

A. Emergency Nurses Week Proclamation

Council Member Saltray presented the Emergency Nurses Week Proclamation to the nurses in attendance.

B. Introduction of New Police Officers

Introduction of the new police officers was postponed.

STAFF COMMUNICATIONS:

City Manager Cifuentez provided an update for Senate Bill 556. He also discussed the League of California Cities Conference.

COUNCIL REPORTS/COMMENTS:

Vice Mayor Sharp discussed the meetings she attended.

Council Member Morrow attended the League of California Cities Conference. She also announced the upcoming events that she will be participating in.

Council Member Brieno announced the opening of the library.

Council Member Saltray attended the League of California Cities Conference. She also discussed the events she attended.

Mayor Ramirez attended the League of California Cities Conference. He also discussed other events he attended.

PUBLIC COMMENT:

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

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

Jack Schwartz announced the upcoming events at the Carnegie Museum.

Mark Curts commented on Consent Item F.

Mark Pratter commented on the 18 acres adjacent to Hidden Valley Park.

Bob Ramos commented on the consent calendar Procedural Waiver. He also commented on the 18 acres adjacent to Hidden Valley Park.

CONSENT CALENDAR:

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

Vice Mayor Sharp requested to pull Item A [PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only].

Council Member Brieno requested to pull items D and F.

[D. Community Development: Historic Resources Permit 2021-04: a request to alter the façade of an existing storefront in the Wealth Center Building. The property is designated as a contributing building within the Historic Overlay Zone. The project is located at 312 N. Irwin St. (APN 012-022-007).]

[F. Public Works: Authorization to purchase street right-of-way, located on the north east corner of Emma Lee Lane and Grangeville Boulevard, in the amount of \$20,800 plus escrow fees; Approve acceptance of the Grant Deed and Authorization for the City Manager to execute and the City Clerk to attest and file said deeds with the Kings County Recorder's Office, and accept the attached Purchase and Sale Agreement and authorize City staff to execute said agreement. (008-450-011 & 008-450-012).]

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

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Diane Sharp, Vice Mayor
SECONDER:	Kalish Morrow, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

- A. Administration: Approval of various changes to the City of Hanford Travel Policy to make the policy consistent with current practices and approved Cal Card Policies
- B. Administration: Approval of the Exclusive Negotiating Agreement between Jerry Irons/Greg Enloe and the City of Hanford for the property more commonly referred to as the Bastille.
- C. Public Works: Approval of the Final Map and Subdivision Agreement for Tract No. 928, Unit No. 2, with San Joaquin Valley Homes, and acceptance of all easements and dedications offered for public use and adoption of Resolution 21-43-R restructuring properties within Assessment District No. 20-01 (District Restructure No. 20-01-A) (SEC Fargo Avenue and Centennial Drive)
- D. Public Works: Authorization to purchase of street right-of-way located on the south west corner of Emma Lee Lane and Conquistador Street, in the amount of \$750.00 plus escrow fees; Approve acceptance of the Grant Deed and Authorization for the City Manager to execute and the City Clerk to attest and file said deeds with the Kings County Recorder's Office, and accept the attached Purchase and Sale Agreement and authorize City staff to execute said agreement. (APN 008-460-001).
- E. Public Works: Authorization to purchase street right-of-way, located on the south west corner of Davis Street and Grant Street, in the amount of \$1,500.00 plus escrow fees, Approve acceptance of the Grant Deed and Authorization for the City Manager to execute and the City Clerk to attest and file said deeds with the Kings County Recorder's Office, and accept the attached Purchase and Sale Agreement and authorize City staff to execute said agreement. (APN 012-321-001).
- F. Public Works: Authorization to Advertise for Bids for the Fitness Court - Hidden Valley Park and approve an additional appropriation of \$24,075 from the Park Impact Fee Reserve to fully fund the estimated construction portion of this project.

PULLED ITEMS:

- 1. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.

[Item A]

Pulled by Vice Mayor Sharp on behalf of Bob Ramos.

City Manager Cifuentez clarified that the item is a procedural waiver, to waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.

Attachment: 10.5.2021 (Clerk: 10.5.2021 Minutes)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Diane Sharp, Vice Mayor
SECONDER:	Kalish Morrow, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

2. Community Development: Historic Resources Permit 2021-04: a request to alter the façade of an existing storefront in the Wealth Center Building. The property is designated as a contributing building within the Historic Overlay Zone. The project is located at 312 N. Irwin St. (APN 012-022-007).

[Item D]

Pulled by Council Member Brieno.

Assistant Planner Mark Manha provided the details of the proposed changes and answered questions from Council Member Brieno.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Amanda Saltray, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

3. Public Works: Authorization to purchase street right-of-way, located on the north east corner of Emma Lee Lane and Grangeville Boulevard, in the amount of \$20,800 plus escrow fees; Approve acceptance of the Grant Deed and Authorization for the City Manager to execute and the City Clerk to attest and file said deeds with the Kings County Recorder's Office, and accept the attached Purchase and Sale Agreement and authorize City staff to execute said agreement. (008-450-011 & 008-450-012).

[Item F]

Pulled by Council Member Brieno.

Public Works Director John Doyel discussed the purchase street right-of-way, located on the north east corner of Emma Lee Lane and Grangeville Boulevard and answered questions from the Council.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Amanda Saltray, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

PUBLIC HEARINGS:

- A. Public Works: Public Hearing to Review, Discuss and receive Public Comment on the 2020 Water Shortage Contingency Plan Update.

Mayor Ramirez opened the public hearing at 7:38 p.m. and called for the staff report. Deputy Public Works Director Jim Ross presented the staff report for both Items A and B during the public hearing. Public comment will be accepted tonight during the hearing and through October 19, 2021. Public comments received will be presented at the next City Council meeting. Dir. Ross answered questions from the Council.

Public Comment:

Bob Ramos questioned the projection of the future supply and demand. He did not comment in favor or opposition. Dir. Ross clarified for Mr. Ramos.

IN-FAVOR:

None.

OPPOSED:

None.

The public hearing was for informational purposes only. No action was taken.

Mayor Ramirez closed the public hearing at 7:48 p.m.

B. Public Works: Public Hearing to Review, Discuss and receive Public Input on the 2020 Urban Water Management Plan Update.

Mayor Ramirez opened the public hearing at 7:49 p.m. and called for the staff report. Deputy Public Works Director Jim Ross presented the staff report for both Items A and B during the public hearing. Public comment will be accepted tonight during the hearing and through October 19, 2021. Public comments received will be presented at the next Council meeting.

Public Comment:

IN-FAVOR:

None

OPPOSED:

None

The public hearing was for informational purposes only. No action was taken.

Mayor Ramirez closed the public hearing at 7:51 p.m.

GENERAL BUSINESS:

- A. Public Works: Authorization to purchase the property located on the north east corner of 8 3/4 Ave. and SJVRR Tracks 600' north of Lacey Boulevard from Harvey Green, in the amount of \$377,000.00 plus escrow fees, Approval of an additional appropriation of \$286,000 from the Storm Drainage Operations Reserves, Approve acceptance of the Grant Deed and Authorization for the City Manager to execute and the City Clerk to attest and file said deeds with the Kings County Recorder's Office, and Approve acceptance of the Right of Way Agreement and Authorization for City staff to execute said agreement. (APN 014-230-017).

Public Works Director John Doyel discussed the project and answered questions from Council Member Brieno.

Motion to approve.

RESULT:	APPROVED [4 TO 0]
MOVER:	Kalish Morrow, Council Member
SECONDER:	Francisco Ramirez, Mayor
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSTAIN:	Sharp

- B. Police: Introduction of Ordinance 21-06, Amending Chapter 5.56 (Commercial Cannabis Activity) of the Municipal Code, thereby Amending the operational structure of permits and other various amendments to be consistent with desired operational procedures.

Police Chief Parker Sever discussed the amendments to chapter 5.56 of the Municipal Code and invited questions from the Council.

Motion to approve the ordinance 21-06.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Diane Sharp, Vice Mayor
SECONDER:	Amanda Saltray, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

Chief Sever also requested direction from Council regarding a third storefront dispensary permit. He provided the background of the July 7, 2020 Council discussion of the consideration of issuing more storefront dispensary permits. He also shared his opinion of increasing the number of approved permits. Staff answered questions from the Council. Council Member Morrow spoke in support of increasing the number of permits. Vice Mayor Sharp and Council Member Brieno expressed their concerns and spoke in opposition of approving additional permits. It was the Council consensus to direct staff to bring back the item for the Council's review and consideration at a future meeting.

COUNCIL FUTURE AGENDA ITEMS:

Council Future Agenda Items

Council Member Brieno expressed his concerns regarding recruitment for the Community Development Department. City Manager Cifuentez addressed his concerns.

ADJOURNMENT:

Mayor Ramirez adjourned the meeting at 8:14 p.m.

Respectfully submitted,

Natalie Corral
City Clerk



AGENDA STAFF REPORT

MEETING DATE: 4/5/2022	AGENDA SECTION: D
-------------------------------	--------------------------

SUBJECT:

Public Works: Approval of Final Map and Subdivision Agreement for Tract 865, Unit 2, Live Oak East Unit 2

RECOMMENDATION:

That the City Council, by motion, approve the Final Map and Subdivision Agreement for Tract No. 865, Live Oak East, Unit No. 2, and accept all easements and dedications offered for public use.

BACKGROUND:

The final subdivision map for Tract No. 865 Unit No. 2, a 114-lot subdivision located as shown on the attached map, has been checked and approved by staff. 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 subdivider. The subdivider and developer of Tract No. 865 Unit No. 2 is San Joaquin Valley Homes, of Visalia, CA.

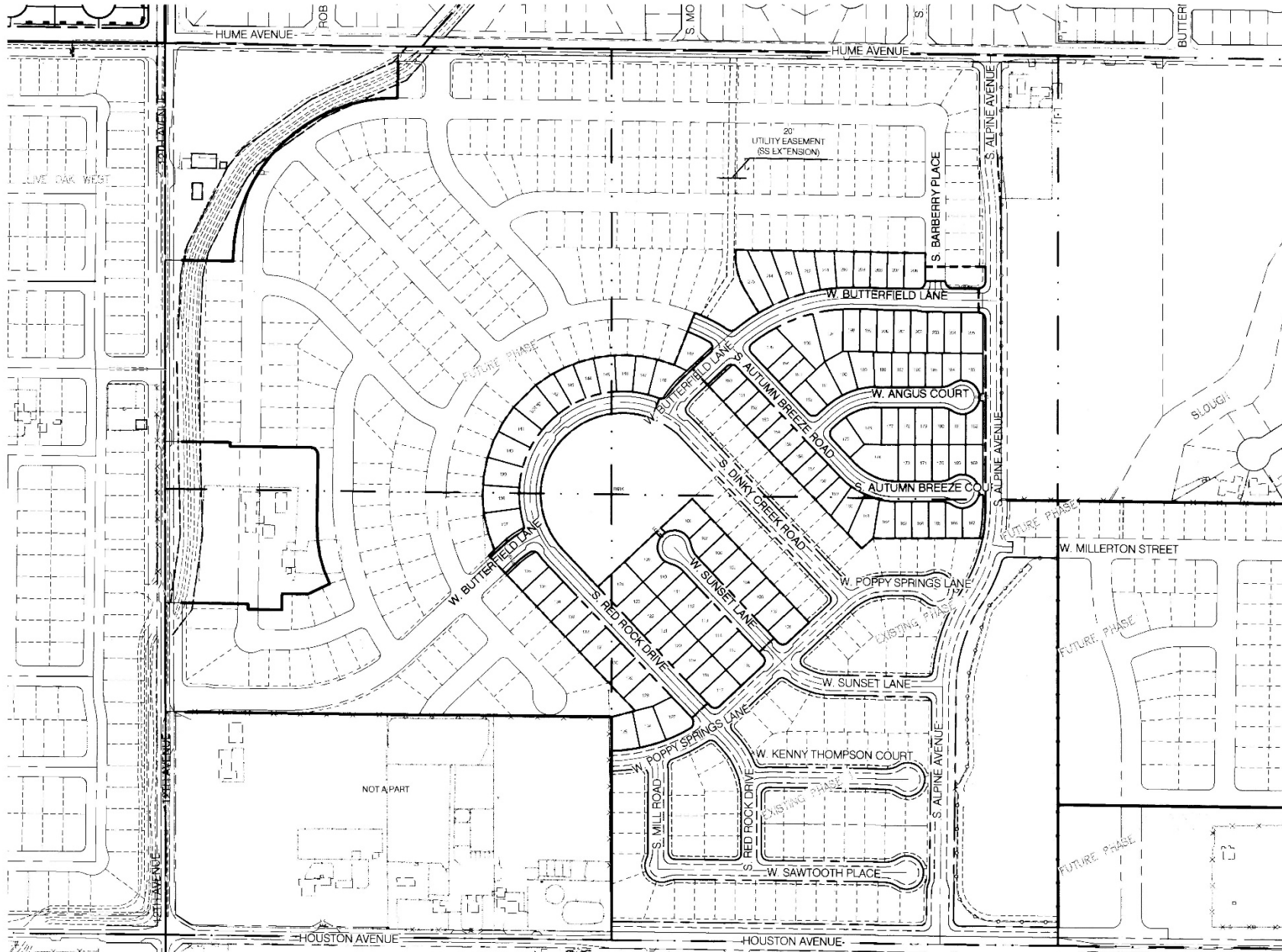
FISCAL IMPACT:

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:

Location Map
 865-2 Final Map- Not Recorded
 865-2 Subd Agreement-Not Signed
 Subd Agreement Exhibits A and B
 Tract 865 Unit II - Subdivision Map Agreement - (.doc format)

IMPROVEMENT PLANS FOR LIVE OAK EAST PHASE 2 TRACT 865-2 HANFORD, CALIFORNIA



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, E, F, G AND H 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 AND BUTTERFIELD LANE, 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 65 PERCENT INTEREST AND PRESIDIO JJR HIDDEN OAKS 104, LLC A DELAWARE LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 35 PERCENT INTEREST

BY: Joseph A. Leal DATE 03/21/2022

JOSEPH A. LEAL, PRESIDENT
(PRINT NAME AND TITLE)

BY: Joseph A. Leal DATE 03/21/2022

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 MARCH 21, 2022, 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 Morgan Campbell 2/23/2022
DEPUTY DATE

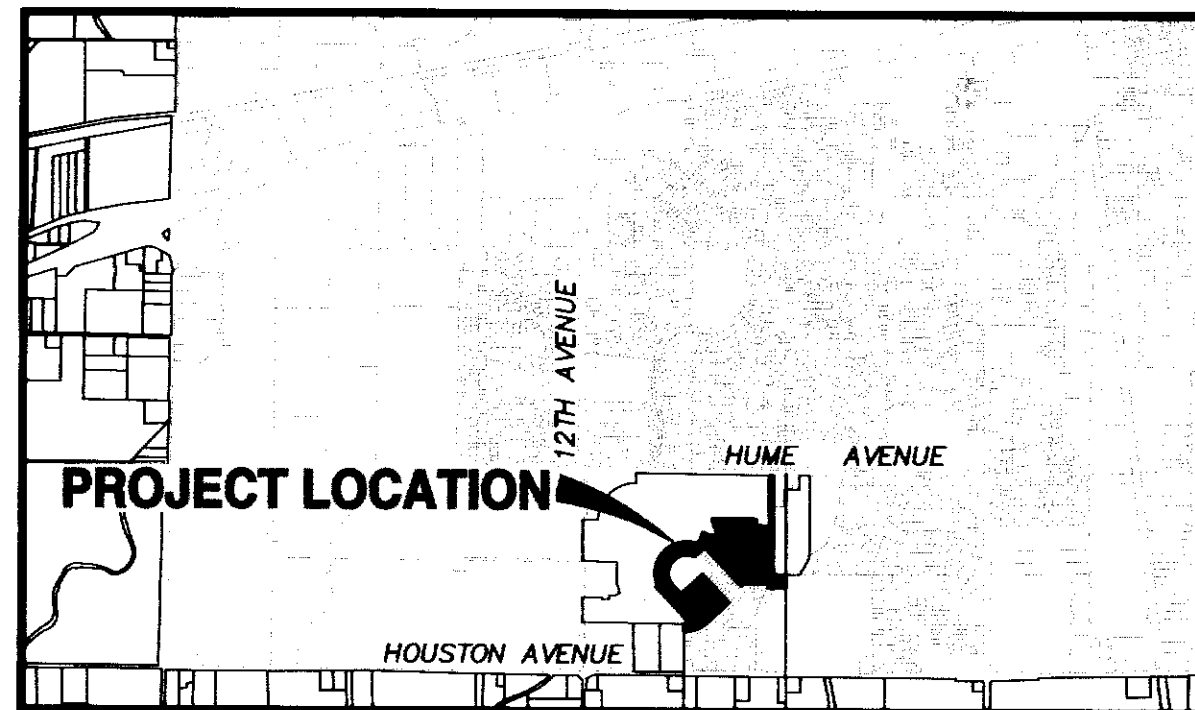
AGRICULTURAL STATEMENT.

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. 2
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
AUGUST, 2021

NORTHSTAR ENGINEERING GROUP, INC.

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



VICINITY MAP

NOT TO SCALE

SEE SHEET 7 FOR LEGAL DESCRIPTION

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 MARCH 21, 2022, 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

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, E, F, G AND H AND EASEMENTS INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

DATED THIS _____ DAY OF _____, 20____.

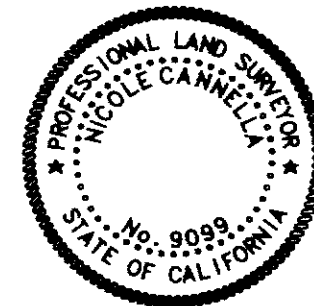
NATALIE CORRAL, CITY CLERK

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 LOC 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 MAY 31, 2022, 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 22ND DAY OF February, 2022

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 _____ DAY OF _____, 20____.

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____.

MARY BEATIE, INTERIM COMMUNITY DEVELOPMENT DIRECTOR

RECORDER'S STATEMENT.

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

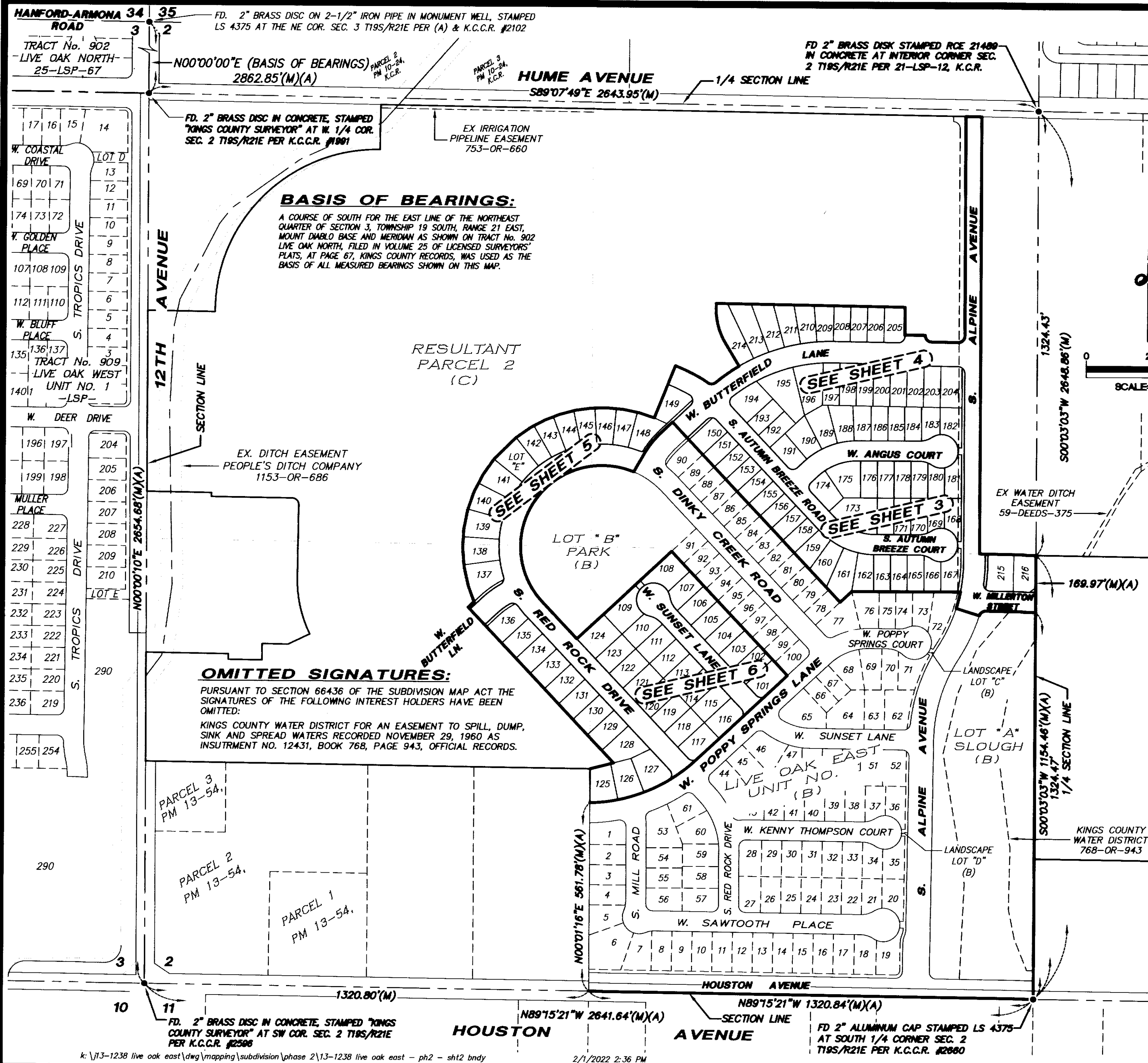
ON THIS _____ DAY OF _____, 20____.

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

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

KRISTINE LEE, COUNTY RECORDER
DEPUTY

SHEET 1 OF 1



NOTES:

1. ALL LINES ADJACENT TO CURVES ARE TANGENT UNLESS A RADIAL BEARING IS SHOWN.
2. SEE SHEET 2 OF 7 FOR BASIS OF BEARINGS, REFERENCES, LEGEND AND NOTES.

TRACT NO. 865 LIVE OAK EAST UNIT NO. 2

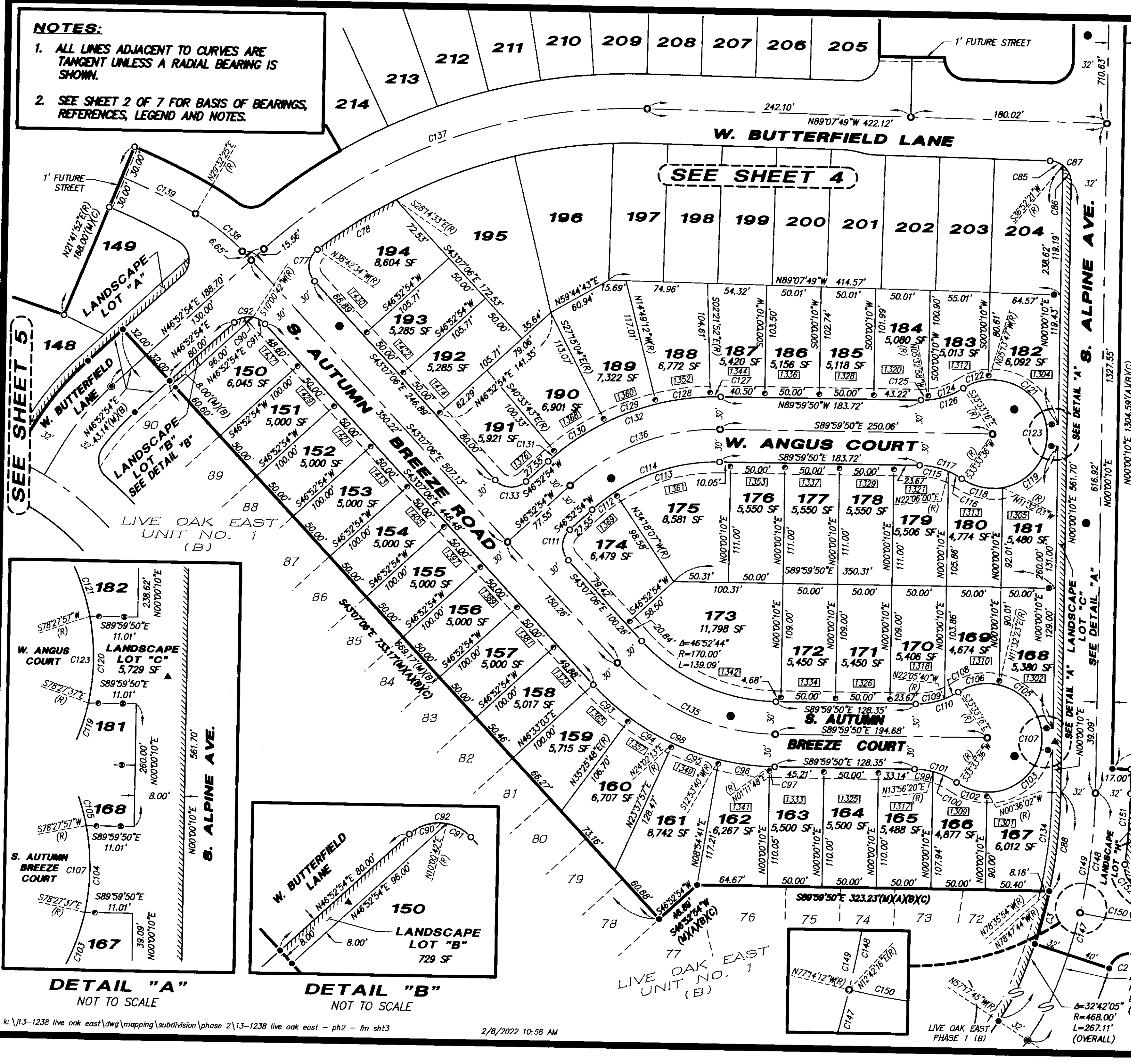
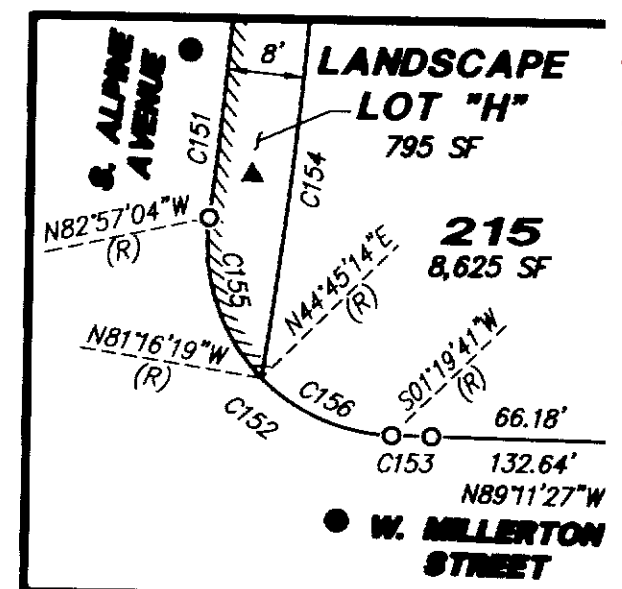
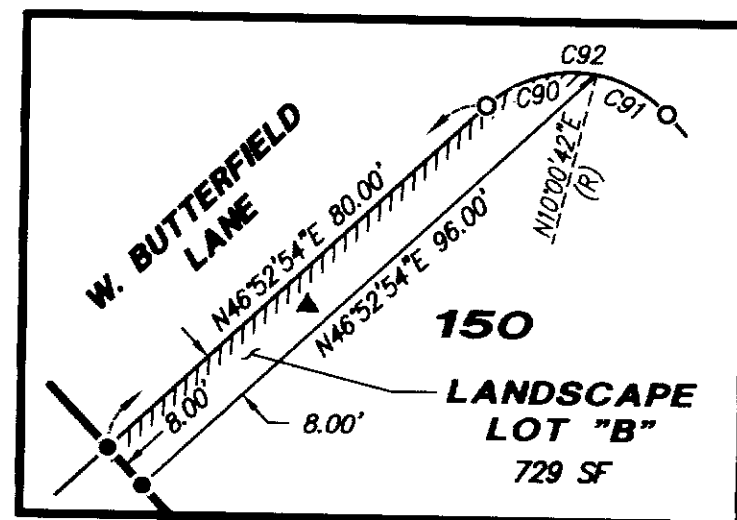
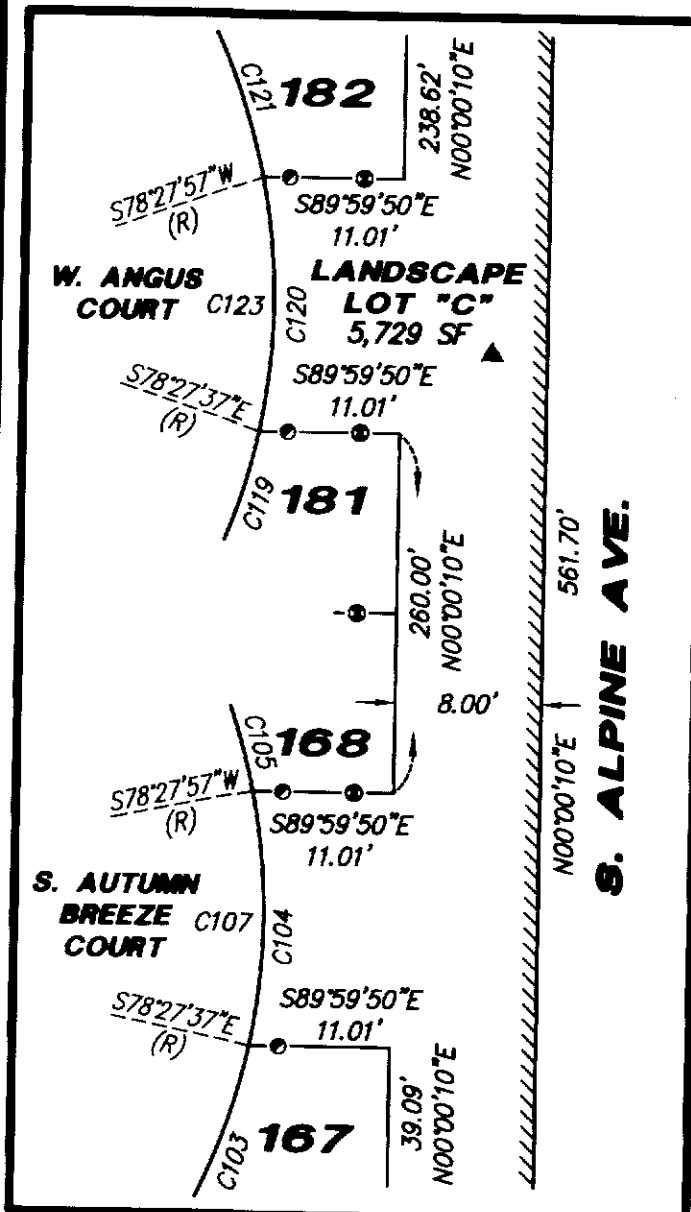
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CITY OF HANFORD, COUNTY OF KINGS,
CALIFORNIA
AUGUST, 2021

NORTHSTAR ENGINEERING GROUP, INC.

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

CURVE TABLE:

CURVE	DELTA	RADIUS	LENGTH	CURVE	DELTA	RADIUS	LENGTH
C1	2°20'02"	330.00'	13.44'	C115	22°05'50"	70.00'	27.00'
C2	75°45'45"	20.00'	26.45'	C116	11°27'36"	70.00'	14.00'
C3	67°0'34"	468.00'	50.45'	C117	33°33'26"	70.00'	41.00'
C77	94°24'32"	20.00'	32.95'	C118	45°05'39"	50.00'	39.35'
C85	36°00'10"	20.00'	12.57'	C119	66°55'34"	50.00'	58.40'
C86	53°07'48"	20.00'	18.55'	C120	23°04'26"	50.00'	20.14'
C87	89°07'59"	20.00'	31.11'	C121	83°41'44"	50.00'	73.04'
C88	11°12'06"	468.00'	91.50'	C122	28°19'31"	50.00'	24.72'
C90	53°07'48"	20.00'	18.55'	C123	24°06'52"	50.00'	215.65'
C91	36°52'12"	20.00'	12.87'	C124	28°00'18"	70.00'	34.21'
C92	90°00'00"	20.00'	31.42'	C125	5°33'08"	70.00'	6.78'
C93	11°27'06"	230.00'	45.97'	C126	33°33'26"	70.00'	41.00'
C94	11°23'35"	230.00'	45.73'	C127	2°22'02"	230.00'	9.50'
C95	11°08'33"	230.00'	44.73'	C128	12°27'20"	230.00'	50.00'
C96	11°41'52"	230.00'	46.96'	C129	12°25'52"	230.00'	49.90'
C97	1°11'38"	230.00'	4.79'	C130	13°18'39"	230.00'	53.43'
C98	46°52'44"	230.00'	188.18'	C131	2°33'23"	230.00'	10.26'
C99	13°56'10"	70.00'	17.03'	C132	43°07'16"	230.00'	173.10'
C100	19°37'16"	70.00'	23.97'	C133	90°00'00"	20.00'	31.42'
C101	33°33'26"	70.00'	41.00'	C134	11°23'56"	460.00'	91.52'
C102	34°09'38"	50.00'	29.81'	C135	46°52'44"	200.00'	163.64'
C103	77°51'35"	50.00'	67.95'	C136	43°07'16"	200.00'	150.52'
C104	23°04'26"	50.00'	20.14'	C137	43°59'17"	500.00'	383.87'
C105	66°55'34"	50.00'	58.40'	C138	17°20'29"	200.00'	60.53'
C106	45°05'39"	50.00'	39.35'	C139	7°50'33"	552.00'	75.56'
C107	24°06'52"	50.00'	215.65'	C140	43°07'16"	500.00'	40.29'
C108	11°27'36"	70.00'	14.00'	C141	12°45'38"	500.00'	111.36'
C109	22°05'50"	70.00'	27.00'	C142	17°22'40"	500.00'	151.65'
C110	33°33'26"	70.00'	41.00'	C143	11°53'43"	300.00'	62.28'
C111	90°00'00"	20.00'	31.42'	C144	7°02'46"	532.00'	65.42'
C112	8°48'59"	170.00'	26.16'	C145	95°43'15"	20.00'	33.41'
C113	34°18'17"	170.00'	101.78'	C146	0°31'08"	270.00'	2.45'
C114	43°07'16"	170.00'	127.94'	C147	52°17'42"	20.00'	18.25'
				C148	43°25'33"	20.00'	15.16'



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C62	7°50'33"	582.00'	79.66'
C63	7°05'07"	230.00'	28.44'
C64	76°34'56"	20.00'	26.73'
C65	9°04'52"	532.00'	84.32'
C66	5°16'03"	532.00'	48.91'
C67	5°16'03"	532.00'	48.91'
C68	5°16'03"	532.00'	48.91'
C69	5°16'03"	532.00'	48.91'
C70	5°16'04"	532.00'	48.91'
C71	5°16'03"	532.00'	48.91'
C72	0°08'23"	532.00'	1.30'
C73	40°49'35"	532.00'	379.08'
C74	90°52'01"	20.00'	31.72'
C75	89°07'59"	20.00'	31.11'
C76	90°52'01"	20.00'	31.72'
C77	94°24'32"	20.00'	32.95'
C78	10°28'01"	468.00'	85.49'
C79	14°14'07"	468.00'	116.28'
C80	11°11'45"	468.00'	91.45'
C81	3°40'52"	468.00'	30.07'
C82	39°34'45"	468.00'	323.29'
C83	13°43'45"	70.00'	16.77'
C84	13°43'45"	70.00'	16.77'
C85	36°00'10"	20.00'	12.57'
C86	53°07'48"	20.00'	18.55'
C87	89°07'59"	20.00'	31.11'
C137	43°59'17"	500.00'	383.87'
C138	17°20'29"	200.00'	60.53'
C139	7°50'33"	552.00'	75.56'
C145	16°46'31"	250.00'	73.20'

NOTES:

1. ALL LINES ADJACENT TO CURVES ARE TANGENT UNLESS A RADIAL BEARING IS SHOWN.
2. SEE SHEET 2 OF 7 FOR BASIS OF BEARINGS, REFERENCES AND NOTES.

TRACT NO. 865 LIVE OAK EAST UNIT NO. 2

LYING IN A PORTION OF THE
SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 19 SOUTH, RANGE 21 EAST, M.D.B. &
CITY OF HANFORD, COUNTY OF KINGS,
CALIFORNIA
AUGUST, 2021

NORTHSTAR ENGINEERING GROUP, INC.

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



LEGEND:

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

- FD FOUND
- SPN SEARCHED, FOUND NOTHING
- (A) SEE REFERENCES
- (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
- G.L.O. GENERAL LAND OFFICE
- D.N. DOCUMENT NUMBER
- [1234] STREET ADDRESS NUMBER

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 & UTILITY PURPOSES.
- ▲ AREA NOW OFFERED FOR DEDICATION FOR PUBLIC UTILITY A LANDSCAPE PURPOSES.

DETAIL "C"
NOT TO SCALE

RESULTANT
PARCEL 2
(C)

NOTES:

1. ALL LINES ADJACENT TO CURVES ARE TANGENT UNLESS A RADIAL BEARING IS SHOWN.
2. SEE SHEET 2 OF 7 FOR BASIS OF BEARINGS, LEGEND, REFERENCES AND NOTES.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C5	155°37'34"	242.00'	657.32
C22	16°46'31"	250.00'	73.20
C23	16°24'06"	290.00'	83.02
C24	13°18'13"	282.00'	65.48
C25	51°35'48"	20.00'	18.01
C26	25°51'07"	20.00'	9.02
C27	77°26'55"	20.00'	27.03
C28	9°27'54"	306.00'	50.55
C29	11°37'13"	306.00'	62.06
C30	11°37'12"	306.00'	62.06
C31	11°37'13"	306.00'	62.06
C32	11°49'00"	306.00'	63.11
C33	12°43'39"	306.00'	67.97
C34	8°47'41"	306.00'	46.97
C35	8°47'41"	306.00'	46.97
C36	8°47'41"	306.00'	46.97
C37	8°47'41"	306.00'	46.97
C38	8°47'41"	306.00'	46.97
C39	8°47'41"	306.00'	46.97
C40	6°39'07"	306.00'	35.53
C41	128°17'24"	306.00'	685.16
C42	25°51'07"	20.00'	9.02
C43	51°35'48"	20.00'	18.01
C44	77°26'55"	20.00'	27.03
C45	16°24'07"	290.00'	83.02
C46	3°28'18"	282.00'	17.09
C47	13°18'13"	282.00'	65.48
C58	53°07'48"	20.00'	18.55
C59	54°17'18"	20.00'	18.95
C60	107°25'06"	20.00'	37.50
C61	7°45'56"	522.00'	70.75
C138	17°20'29"	200.00'	60.53
C139	7°50'33"	552.00'	75.56
C140	16°46'31"	274.00'	80.22
C141	139°44'34"	274.00'	668.28
C142	6°42'24"	274.00'	32.07
C143	16°46'31"	274.00'	80.22
C144	156°31'05"	274.00'	748.50
C145	16°46'31"	250.00'	73.20
C146	24°22'26"	242.00'	102.95

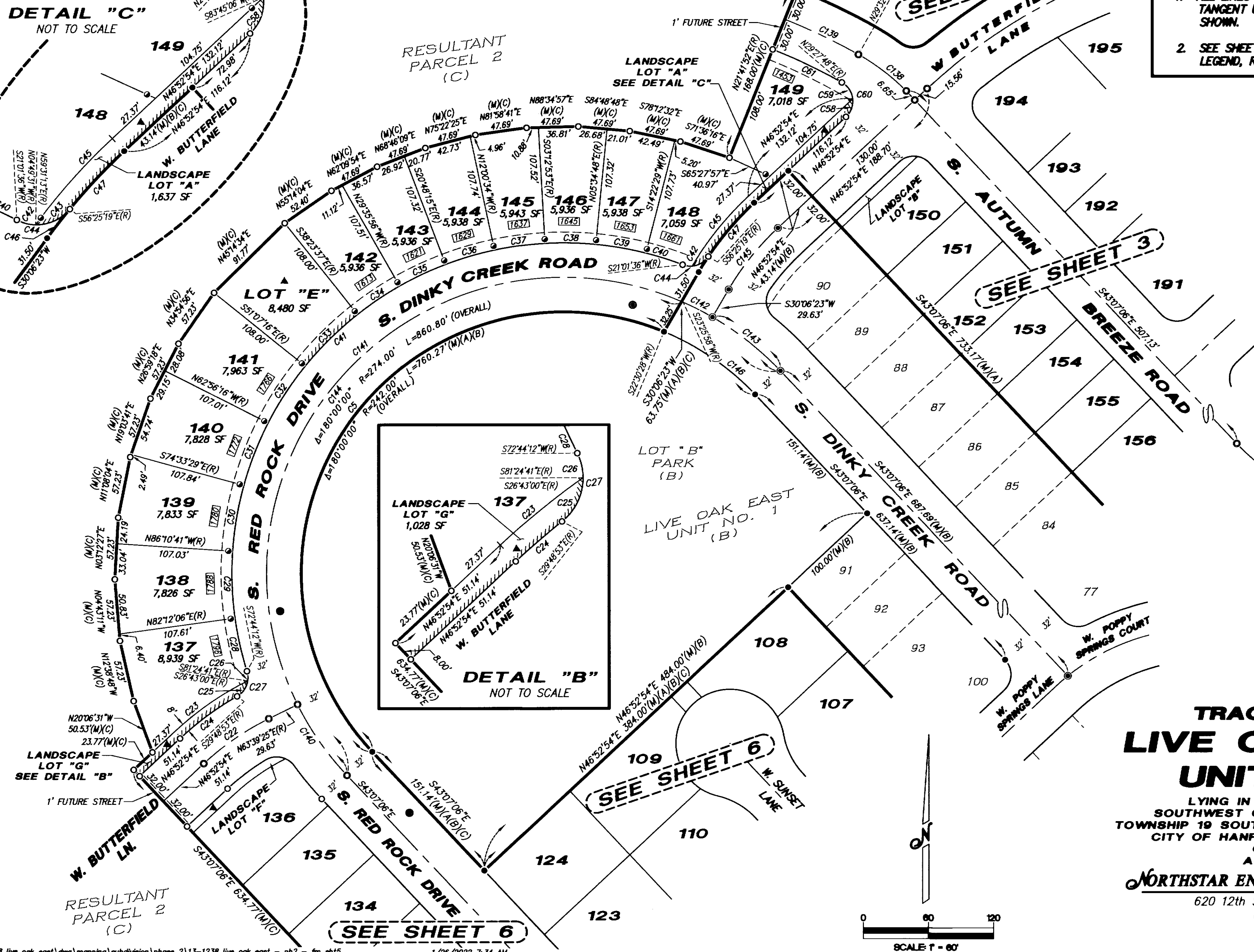
**TRACT NO. 865
LIVE OAK EAST
UNIT NO. 2**

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
AUGUST, 2021

NORTHSTAR ENGINEERING GROUP, INC.

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SHEET 5 OF 7



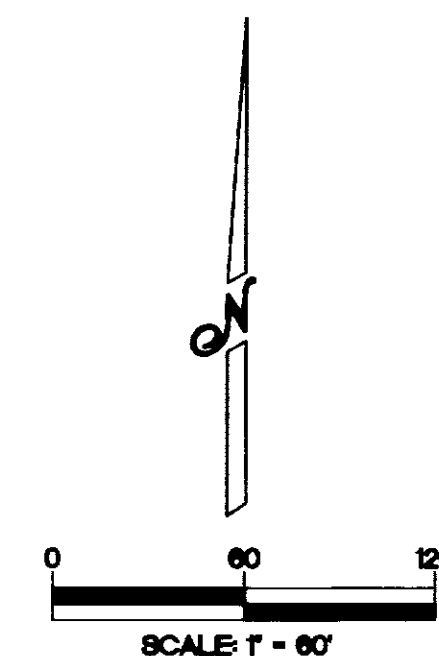
Attachment: 865-2 Final Map - Not Recorded (PW: Approve Tract 865 Unit 2 Final Map and Subdivision Agreement)

TRACT NO. 865 LIVE OAK EAST UNIT NO. 2

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
AUGUST, 2021

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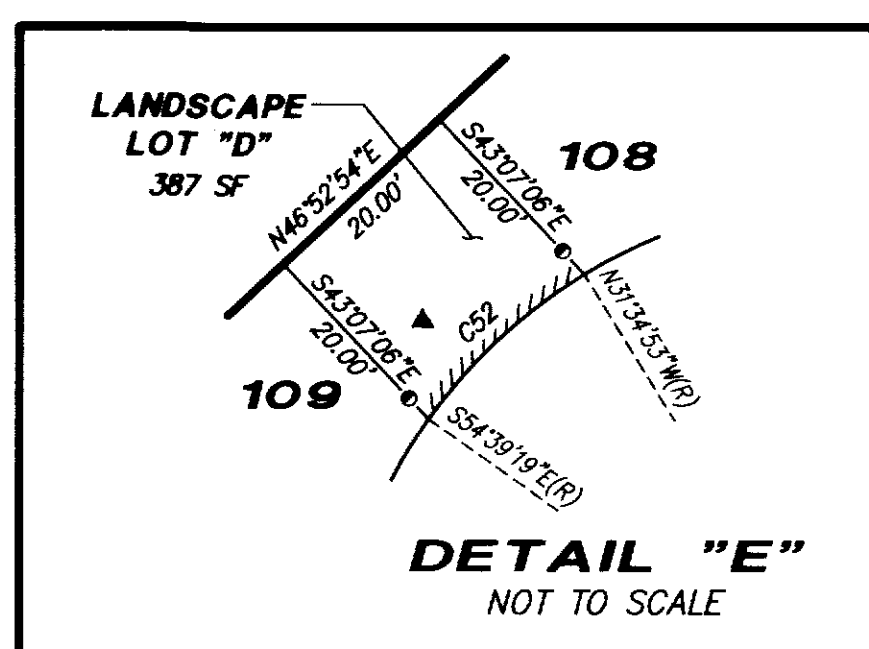
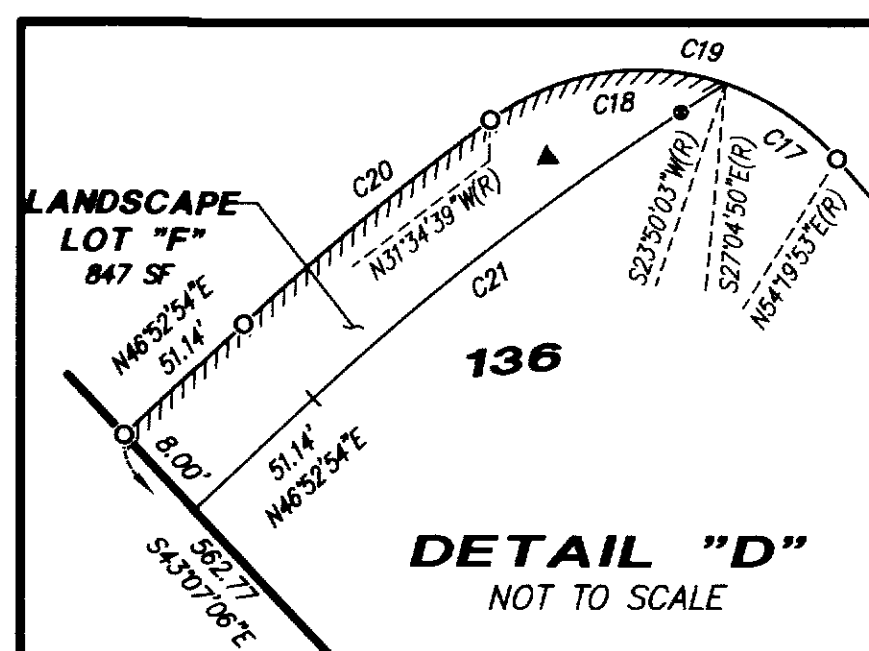
CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C4	16°46'31"	480.00'	82.56
C5	155°37'34"	242.00'	657.32
C7	10°00'23"	480.00'	83.83
C8	9°39'30"	480.00'	80.91
C9	9°35'18"	480.00'	80.33
C10	29°15'11"	480.00'	245.07
C11	6°48'13"	480.00'	57.00
C12	5°31'54"	480.00'	46.34
C13	12°20'07"	480.00'	103.34
C14	102°20'07"	20.00'	35.72
C15	90°00'00"	20.00'	31.42
C16	7°26'59"	306.00'	39.79
C17	30°29'50"	20.00'	10.65
C18	55°24'42"	20.00'	19.34
C19	85°54'32"	20.00'	29.99
C20	11°32'27"	218.00'	43.91
C21	16°02'16"	210.00'	58.78
C22	16°46'31"	250.00'	73.20
C48	90°00'00"	20.00'	31.42
C49	33°33'26"	70.00'	41.00
C50	19°39'31"	50.00'	17.16
C51	92°21'42"	50.00'	80.60
C52	23°04'26"	50.00'	20.14
C53	92°21'42"	50.00'	80.60
C54	19°39'31"	50.00'	17.16
C55	247°06'52"	50.00'	215.65
C56	33°33'26"	70.00'	41.00
C57	90°00'00"	20.00'	31.42
C140	16°46'31"	274.00'	80.22
C141	139°44'34"	274.00'	668.28
C142	6°42'24"	274.00'	32.07
C143	16°46'31"	274.00'	80.22
C144	156°31'05"	274.00'	748.50
C146	24°22'26"	242.00'	102.95

NOTES:

- ALL LINES ADJACENT TO CURVES ARE TANGENT UNLESS A RADIAL BEARING IS SHOWN.
- SEE SHEET 2 OF 7 FOR BASIS OF BEARINGS, LEGEND, REFERENCES AND NOTES.

SHEET 6 OF 7



LEGAL DESCRIPTION:

BEING A PORTION OF PARCELS 2 AND 3 AS DESCRIBED IN GRANT DEED TO IMPLACABLE PROPERTIES, LLC RECORDED ON OCTOBER 30, 2020 AS DOCUMENT NO. 2021004, 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; THENCE

ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, NORTH 00°01'16" EAST 561.78 FEET TO THE SOUTHERLY CORNER OF SAID PARCEL 3 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, BEING ALSO THE WESTERLY LINE OF SAID PARCEL 3, NORTH 00°01'16" EAST 101.29 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE

NORTH 75°23'27" EAST 71.79 FEET; THENCE NORTH 43°07'06" WEST 634.77 FEET; THENCE NORTH 46°52'54" EAST 23.77 FEET; THENCE NORTH 20°06'31" WEST 50.53 FEET; THENCE NORTH 12°38'48" WEST 57.23 FEET; THENCE NORTH 04°43'11" WEST 57.23 FEET; THENCE NORTH 03°12'27" EAST 57.23 FEET; THENCE NORTH 11°08'04" EAST 57.23 FEET; THENCE NORTH 19°03'41" EAST 57.23 FEET; THENCE NORTH 26°59'18" EAST 57.23 FEET; THENCE NORTH 34°54'56" EAST 57.23 FEET; THENCE NORTH 45°14'34" EAST 91.77 FEET; THENCE NORTH 55°14'04" EAST 52.40 FEET; THENCE NORTH 62°09'54" EAST 47.69 FEET; THENCE NORTH 68°46'09" EAST 47.69 FEET; THENCE NORTH 75°22'25" EAST 47.69 FEET; THENCE NORTH 81°58'41" EAST 47.69 FEET; THENCE NORTH 88°34'57" EAST 47.69 FEET; THENCE SOUTH 84°48'48" EAST 47.69 FEET; THENCE SOUTH 78°12'32" EAST 47.69 FEET; THENCE SOUTH 71°36'16" EAST 47.69 FEET; THENCE NORTH 21°41'52" EAST 168.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 582.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 21°41'52" EAST AND HAVING A CENTRAL ANGLE OF 07°50'33"; THENCE

ALONG THE ARC OF SAID CURVE, 79.66 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 230.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 29°32'25" EAST AND HAVING A CENTRAL ANGLE OF 07°05'07"; THENCE

ALONG THE ARC OF SAID CURVE, 28.44 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 36°37'32" WEST AND HAVING A CENTRAL ANGLE OF 76°34'56"; THENCE

ALONG THE ARC OF SAID CURVE, 26.73 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 3, SAID POINT BEING ALSO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 532.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 39°57'24" WEST AND HAVING A CENTRAL ANGLE OF 09°04'53"; THENCE

ALONG SAID SOUTHERLY LINE OF PARCEL 3, BEING ALSO THE ARC OF SAID CURVE, 84.32 FEET; THENCE

LEAVING SAID SOUTH LINE OF PARCEL 3, NORTH 30°52'31" WEST 79.33 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 200.00 FEET AND HAVING A CENTRAL ANGLE OF 31°44'42"; THENCE

ALONG THE ARC OF SAID CURVE, 110.81 FEET; THENCE

NORTH 00°52'11" EAST 13.45 FEET; THENCE

SOUTH 89°07'49" EAST 561.56 FEET; THENCE

SOUTH 00°00'10" WEST 83.77 FEET; THENCE

SOUTH 89°59'50" EAST 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 89°59'50" WEST AND HAVING A CENTRAL ANGLE OF 89°07'59"; THENCE

ALONG THE ARC OF SAID CURVE, 31.11 FEET; THENCE

SOUTH 89°07'49" EAST 78.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET AND HAVING A CENTRAL ANGLE OF 90°52'01"; THENCE

ALONG THE ARC OF SAID CURVE, 31.72 FEET; THENCE

NORTH 00°00'10" EAST 654.32 FEET TO A POINT 20.00 FEET DISTANT AT RIGHT ANGLES FROM THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 2, BEING ALSO THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE

ALONG THE NORTH LINE OF SAID PARCEL 2, PARALLEL WITH SAID QUARTER SECTION LINE, SOUTH 89°07'49" EAST 47.01 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE

ALONG THE EAST LINE OF SAID PARCEL 2, SOUTH 00°00'10" WEST 1304.59 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, BEING ALSO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE

ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, BEING ALSO THE NORTH LINE OF SAID PARCEL 2, SOUTH 89°11'39" EAST 167.55 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE

ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, BEING ALSO THE EAST LINE OF SAID PARCEL 2, SOUTH 00°03'03" WEST 170.01 FEET; THENCE

ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 THE FOLLOWING EIGHT (8) COURSES:

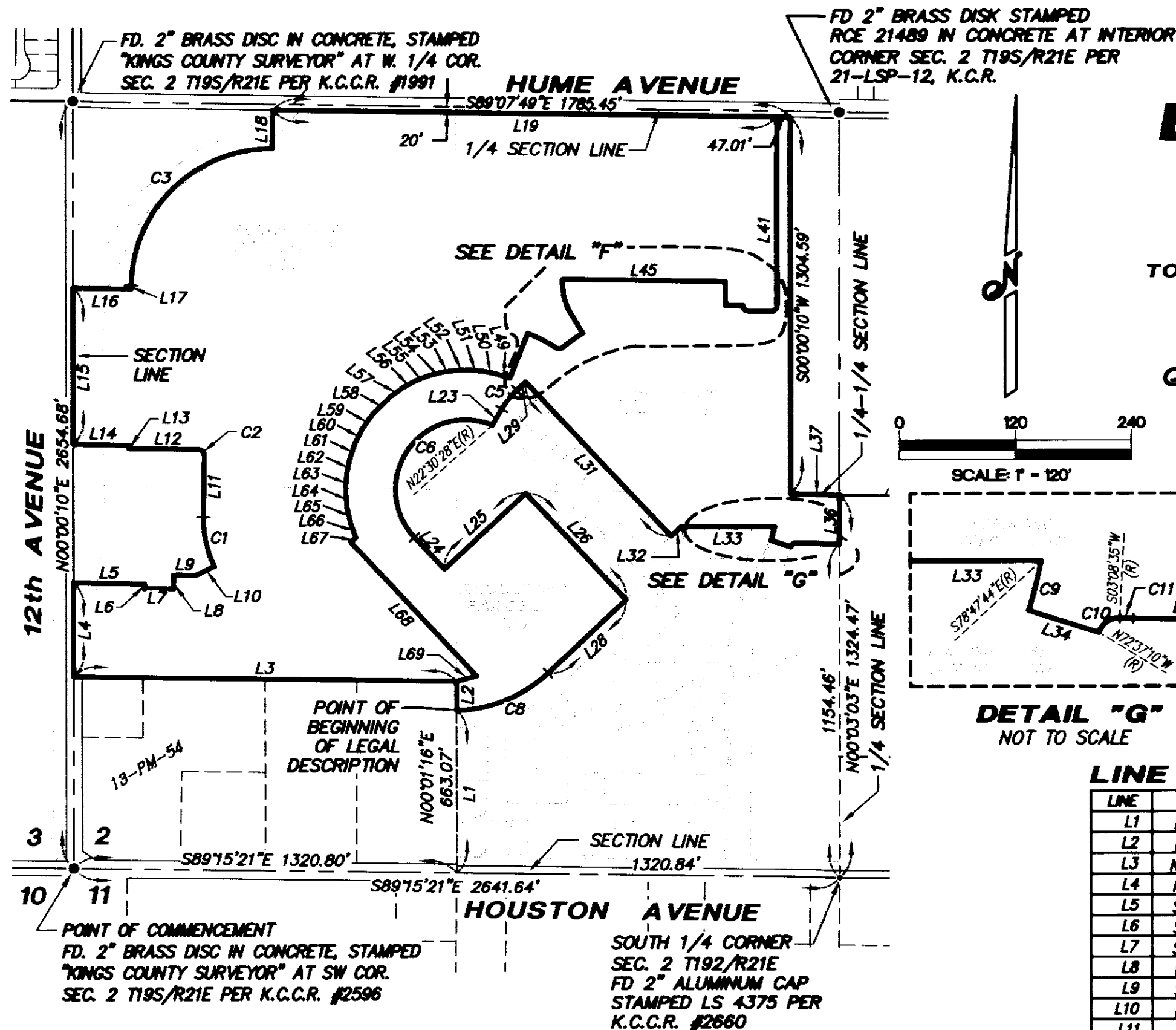
- 1) LEAVING SAID EAST LINES, NORTH 89°11'27" WEST 133.43 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 330.00 FEET AND HAVING A CENTRAL ANGLE OF 02°20'02"; THENCE
- 2) ALONG THE ARC OF SAID CURVE, 13.44 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 03°08'35" WEST AND HAVING A CENTRAL ANGLE OF 75°45'45"; THENCE
- 3) ALONG THE ARC OF SAID CURVE, 26.45 FEET; THENCE
- 4) NORTH 72°37'10" WEST 72.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 468.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 72°37'10" EAST AND HAVING A CENTRAL ANGLE OF 06°10'34"; THENCE
- 5) ALONG THE ARC OF SAID CURVE, 50.45 FEET; THENCE
- 6) NORTH 89°59'50" WEST 323.23 FEET; THENCE
- 7) SOUTH 46°52'54" WEST 46.89 FEET; THENCE
- 8) NORTH 43°07'06" WEST 733.17 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL; THENCE

ALONG SAID SOUTHERLY LINE OF PARCEL 3 THE FOLLOWING NINE (9) COURSES:

- 1) SOUTH 46°52'54" WEST 43.14 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 282.00 FEET AND HAVING A CENTRAL ANGLE OF 16°46'31";
- 2) ALONG THE ARC OF SAID CURVE, 82.56 FEET;
- 3) SOUTH 30°06'23" WEST 63.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 242.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 22°30'28" EAST AND HAVING A CENTRAL ANGLE OF 155°37'34"; THENCE
- 4) ALONG THE ARC OF SAID CURVE, 657.32 FEET;
- 5) SOUTH 43°07'06" EAST 151.14 FEET;
- 6) NORTH 46°52'54" EAST 384.00 FEET;
- 7) SOUTH 43°07'06" EAST 506.00 FEET;
- 8) SOUTH 46°52'54" WEST 369.73 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 480.00 FEET AND HAVING A CENTRAL ANGLE OF 41°35'18"; THENCE
- 9) ALONG THE ARC OF SAID CURVE, 348.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.39 ACRES MORE OR LESS

k:\j13-1238 live oak east\dwg\mapping\subdivision\phase 2\j13-1238 live oak east - ph2 - sht 7 bndy 1/26/2022 7:36 AM



TRACT NO. 865 LIVE OAK EAST UNIT NO. 2

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
AUGUST, 2021

NORTHSTAR ENGINEERING GROUP, INC.

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

NOTES:

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2. SEE SHEET 2 OF 7 FOR BASIS OF BEARINGS, REFERENCES, LEGEND AND NOTES.

DETAIL "G"
NOT TO SCALE

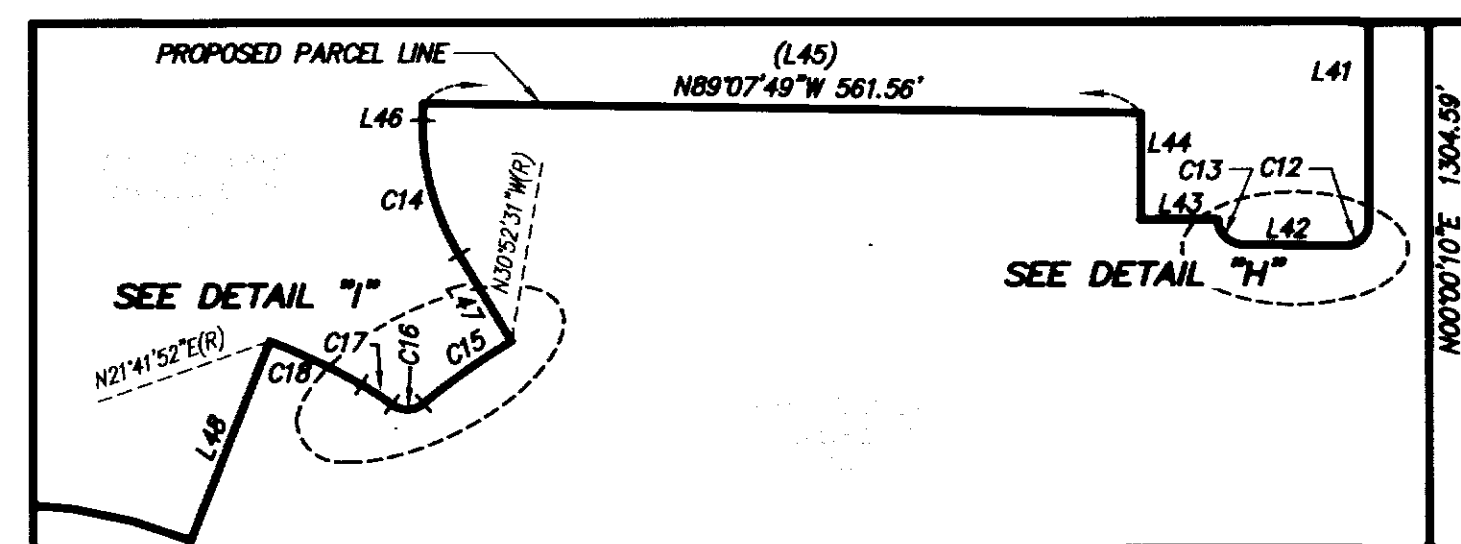
LINE TABLE

LINE	BEARING	LENGTH
L1	N00°01'16"E	581.78'
L2	N00°01'16"E	101.29'
L3	N89°13'54"W	1321.02'
L4	N00°00'10"E	324.72'
L5	S89°07'49"E	244.92'
L6	S00°52'11"W	16.71'
L7	S89°07'49"E	100.00'
L8	N00°52'11"E	48.86'
L9	S89°50'31"E	78.23'
L10	N84°18'21"E	71.43'
L11	N00°52'11"E	214.65'
L12	N89°07'49"W	240.00'
L13	N00°52'11"E	11.71'
L14	N89°07'49"W	192.18'
L15	N00°00'10"E	540.06'
L16	S89°07'49"E	200.36'
L17	N00°52'11"E	12.14'
L18	N00°52'11"E	134.00'
L19	S89°07'49"E	1738.45'
L20	S00°00'10"W	654.32'
L21	S30°06'23"W	63.75'
L22	S43°07'06"E	151.14'
L23	N46°52'54"E	384.00'
L24	S43°07'06"E	506.00'
L25	S46°52'54"W	369.73'
L26	N46°52'54"E	43.14'
L27	S43°07'06"E	733.17'
L28	N46°52'54"E	46.89'
L29	S89°59'50"E	323.23'
L30	S72°37'10"E	72.00'
L31	S89°11'27"E	133.43'
L32	N00°03'03"E	170.01'
L33	N89°11'39"W	167.55'
L34	N00°00'10"E	654.32'
L35	N89°07'49"W	78.01'
L36	S89°59'50"E	60.00'
L37	N00°00'10"E	83.77'
L38	N89°07'49"W	561.56'
L39	N00°52'11"E	13.45'
L40	N30°52'31"W	78.33'
L41	N21°41'52"E	168.00'
L42	S71°36'16"E	47.69'
L43	S78°12'32"E	47.69'
L44	S84°46'48"E	47.69'
L45	N88°34'57"E	47.69'

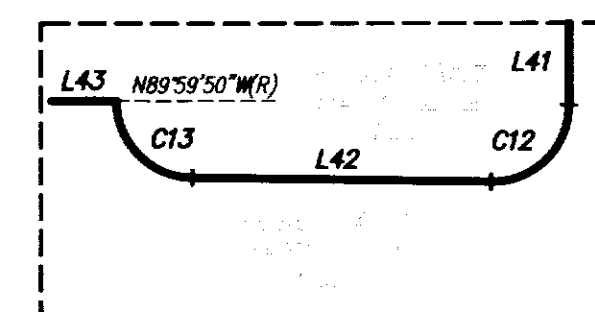
LINE	BEARING	LENGTH
L53	N81°58'41"E	47.69'
L54	N75°22'25"E	47.69'
L55	N68°46'09"E	47.69'
L56	N62°09'54"E	47.69'
L57	N55°14'04"E	52.40'
L58	N45°14'34"E	91.77'
L59	N34°54'56"E	57.23'
L60	N26°59'18"E	57.23'
L61	N19°03'41"E	57.23'
L62	N11°08'04"E	57.23'
L63	N03°12'27"E	57.23'
L64	N04°43'11"W	57.23'
L65	N12°38'48"W	57.23'
L66	N20°06'31"W	50.53'
L67	N46°52'54"E	23.77'
L68	S43°07'06"E	634.77'
L69	N75°23'27"E	71.79'

CURVE TABLE

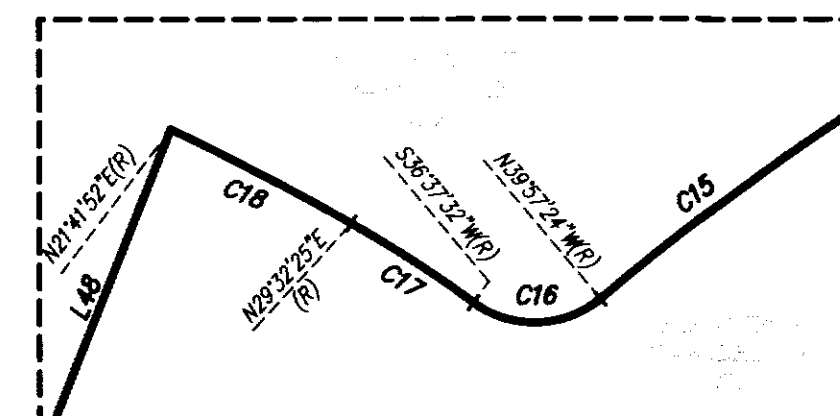
CURVE	DELTA	RADIUS	LENGTH
C1	26°33'50"	380.00'	176.18'
C2	90°00'00"	20.00'	31.42'
C3	90°00'00"	480.00'	753.98'
C4	16°46'31"	282.00'	82.56'
C5	155°37'34"	242.00'	657.32'
C6	41°35'18"	480.00'	348.41'
C7	6°10'34"	468.00'	50.45'
C8	75°45'45"	20.00'	28.44'
C9	2°20'02"	330.00'	13.44'
C10	90°52'01"	20.00'	31.72'
C11	89°07'59"	20.00'	31.11'
C12	31°44'42"	200.00'	110.81'
C13	9°04'53"	532.00'	84.32'
C14	76°34'56"	20.00'	26.73'
C15	7°05'07"	230.00'	28.44'
C16	75°03'33"	582.00'	79.66'



DETAIL "F"
NOT TO SCALE



DETAIL "H"
NOT TO SCALE



DETAIL "I"
NOT TO SCALE

SHEET 7 OF 7

**CITY OF HANFORD
SUBDIVISION AGREEMENT**

TRACT 865 UNIT II – LIVE OAK EAST PHASE 2

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022, 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 II ("SUBDIVISION"). The real property is to be developed in accordance with subdivision improvement plans, which have been filed with the City Engineer and are made a part hereof by reference and identified as Exhibit "B" ("Improvement Plans"). SUBDIVIDER has requested that the CITY accept and approve the Final Map and the dedications delineated and shown on the Final Map for the use and purposes specified thereon, and otherwise approve the Final Map in order that the same may be recorded as required by law.

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

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

Attachment: 865-2 Subd Agreement-Not Signed (PW: Approve Tract 865 Unit 2 Final Map and Subdivision Agreement)

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 II, 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 IMPROVEMENTS 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.

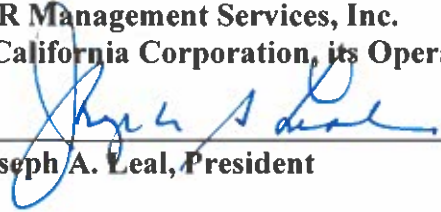
IN WITNESS WHEREOF, the parties have executed this Agreement on the

_____ day of _____, 2022.

SUBDIVIDER:

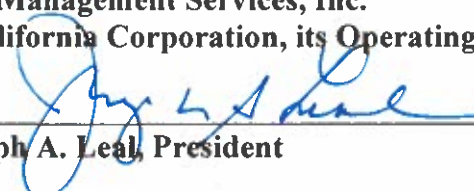
PRESIDIO JJR STERLING OAKS 104, LLC

By: JJR Management Services, Inc.
a California Corporation, its Operating Manager

By: 
Joseph A. Leal, President

PRESIDIO JJR HIDDEN OAKS 104, LLC

By: JJR Management Services, Inc.
a California Corporation, its Operating Manager

By: 
Joseph A. Leal, President

CITY OF HANFORD APPROVAL:

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

ATTEST:

By: _____
Natalie Corral
City Clerk, City of Hanford

Attachment: 865-2 Subd Agreement-Not Signed (PW: Approve Tract 865 Unit 2 Final Map and Subdivision Agreement)

ACKNOWLEDGMENT

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

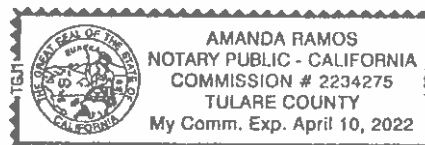
State of California
County of Tulare

On March 15, 2022 before me, Amanda Ramos, Notary Public
(insert name and title of the officer)

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)

Attachment: 865-2 Subd Agreement-Not Signed (PW: Approve Tract 865 Unit 2 Final Map and Subdivision Agreement)

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.

\$683,865.00**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.

\$621,081.50**Water System**

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

\$501,247.24**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.

\$691,646.15**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.

\$498,244.24

Street Lighting

Install street lighting as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	<u>\$109,200.00</u>
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Street Barricades

Install street barricades as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	<u>\$9,750.00</u>
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Fencing, Landscaping, and Irrigation System

Construct fencing, block walls and install landscape and irrigation system improvements, misc. as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	<u>\$502,942.28</u>
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Monuments and Lot Markers

Install permanent monuments and lot markers in accordance with City Standards and Specifications.	<u>\$13,260.00</u>
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Engineering Services

Engineering, surveying, & geotechnical services associated with Completion of the Subdivision Improvements.	<u>\$173,654.00</u>
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Earthwork Improvements

- | | |
|--|------------------------------|
| • Excavation & Compaction | <u>\$0.00</u> |
| • Subgrade Compaction & Fine Grade | <u>\$373,214.96</u> |
| • Final Lot Grading | <u>\$0.00</u> |
| • Total Improvements subject to Plan Review & Insp. Fees | <u>\$4,178,105.37</u> |

Private Utilities

- | | |
|--|------------------------------|
| • Applicant Install Utilities Onsite Construct | <u>\$1,131,000.00</u> |
|--|------------------------------|

Total Estimated Improvement Cost (To be bonded with Final Map)	<u>\$5,309,105.37</u>
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SECURITY REQUIREMENTS

Performance	<u>\$5,309,105.37</u>
Labor and Materials	<u>\$2,654,552.69</u>
Warranty (Minimum 12-mo. from N.O.C.)	<u>\$530,910.54</u>

City Engineering Plan Review and Inspection Fee Schedule

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

(1) 6% of first	\$ 5,000.00	\$ 300.00
(2) 5% of next	\$ 20,000.00	\$ 1,000.00
(3) 4.5% of next	\$ 75,000.00	\$ 3,375.00
(4) 3.5% of next	\$150,000.00	\$ 5,250.00
(5) 2% over	\$250,000.00	\$ 93,244.06

Total City Engineering Review and Inspection Fee obligation	\$ 103,169.06
Fee balance payable with this Agreement Acct. #001-2010-4937	<u>\$ 103,169.06</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 (26.39 Ac @ \$1,734.30/Ac)	<u>\$ 16,412.50</u>
Street Sign Fee, Acct. #001-2010-4937 (9 @ \$200.00 Ea.) (Per intersection cost for sign blades furnished by City.)	<u>\$ 1,800.00</u>
Final Map Review Fee, Acct. #001-2010-4937 (Determined at completion of final map review.)	<u>\$ 1,035.00</u>
Engineering Plan Review & Inspection Fees, Acct. #001-2010-4937	<u>\$103,169.06</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>\$ 0.00</u>
SUBTOTAL	<u>\$122,416.56</u>
PAID	<u>\$122,416.56</u>
BALANCE DUE:	<u>\$ 0.00</u>

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, E, F, G AND H 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 AND BUTTERFIELD LANE, EXCEPT FOR PEDESTRIAN WALKWAYS, AS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

OWNERS: PRESIDIO JUR STERLING OAKS 104, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 65 PERCENT INTEREST AND PRESIDIO JUR HIDDEN OAKS 104, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 35 PERCENT INTEREST

BY: Joseph A. Leal DATE 03/21/2022
(PRINT NAME AND TITLE)
JOSEPH A. LEAL, PRESIDENT

BY: Joseph A. Leal DATE 03/21/2022
(PRINT NAME AND TITLE)
JOSEPH A. LEAL, PRESIDENT

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 MARCH 21, 2022, 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: Amara 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: Vergin Campbell DATE 2/23/2022
DEPUTY

AGRICULTURAL STATEMENT.

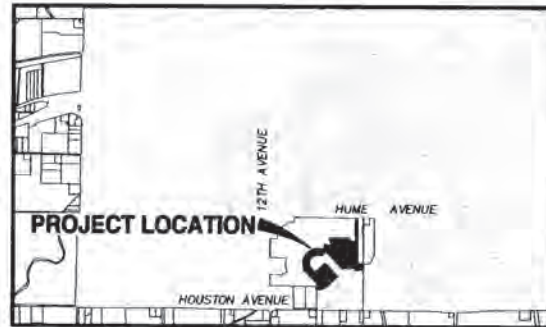
IF YOUR REAL PROPERTY IS NEAR PROPERTY USED FOR AGRICULTURAL OPERATIONS, YOU MAY BE SUBJECT TO INCONVENIENCES OR DISCOMFORTS ARISING FROM SUCH OPERATIONS, ON ANY 24 HOUR BASIS. SAID DISCOMFORTS MAY INCLUDE, BUT NOT BE LIMITED TO EQUIPMENT NOISES, ODORS FROM MANURE OR OTHER CHEMICALS, AND DUST OR SMOKE. 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. 2**

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
AUGUST, 2021

NORTHSTAR ENGINEERING GROUP, INC.

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



SEE SHEET 7 FOR LEGAL DESCRIPTION

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 MARCH 21, 2022, 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: Amara Ramos PRINTED NAME: AMANDA RAMOS

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

COMMISSION NUMBER: 2234275

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, E, F, G AND H AND EASEMENTS INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

DATED THIS 20 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 2018, AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN. THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, ORDINANCE AT THE REQUEST OF JUR MANAGEMENT SERVICES, INC. ON APRIL 29, 2021. HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE IN 2022, THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY RE-TRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITION APPROVED TENTATIVE MAP.

DATED THIS 22nd DAY OF February, 2022

Nicole Cannella
NICOLE CANNELLA, P.E.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 20 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 20 DAY OF 20,

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 REQUIREMENT IN DULY AUTHORIZED MEETING HELD

DATED THIS 20 DAY OF 20,

MARY BEATIE, INTERIM COMMUNITY DEVELOPMENT DIRECTOR

RECORDER'S STATEMENT.

DOCUMENT NO. 2234275 FEE PAID 20
RECORDED AT THE REQUEST OF NORTHSTAR ENGINEERING GROUP, INC.

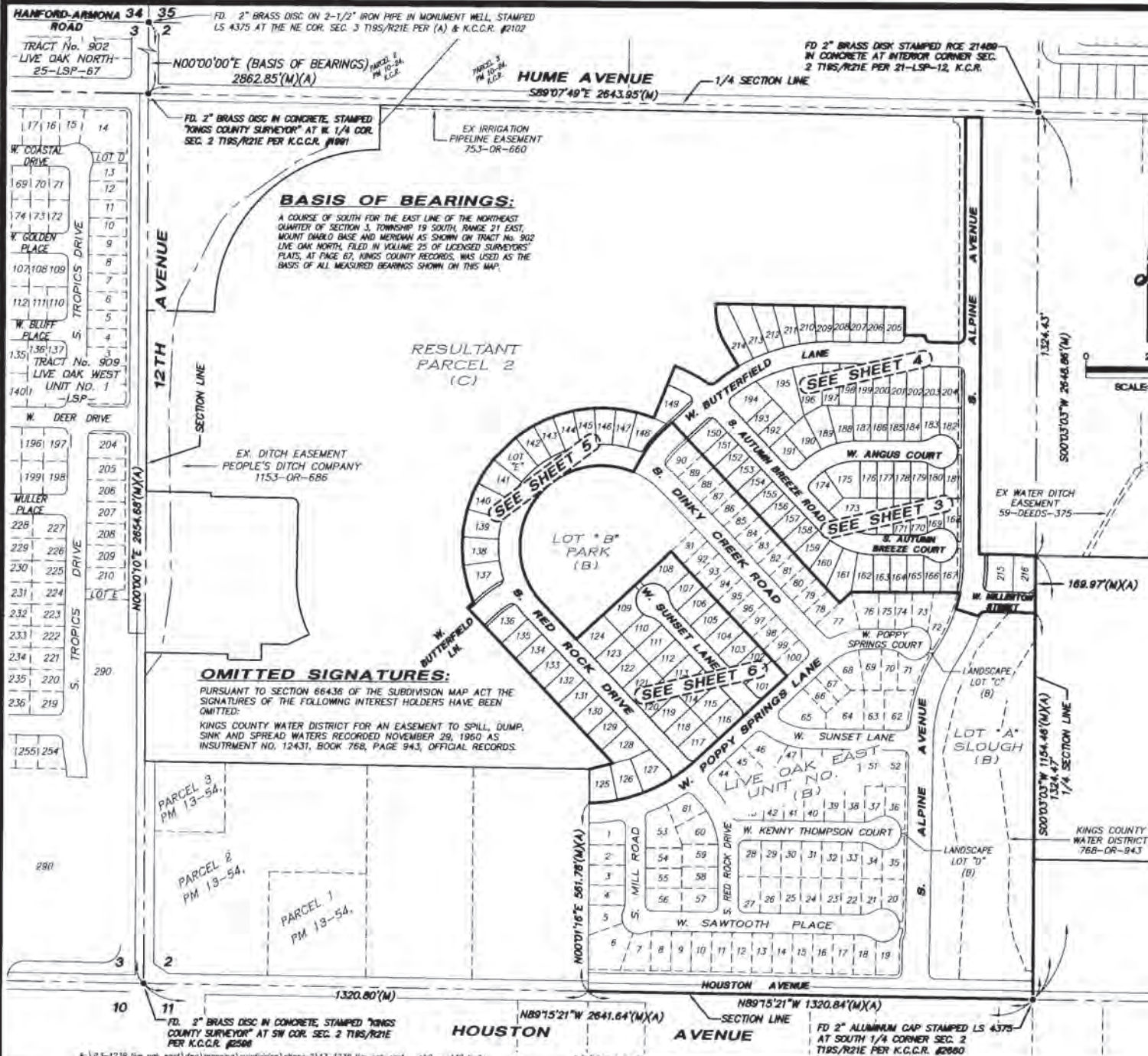
ON THIS 20 DAY OF 20,

AT 20 MINUTES PAST 2 O'CLOCK PM IN

VOLUME 20 OF LICENSED SURVEYORS' PLATS, AT PAGE 20
KINGS COUNTY RECORDS

KRISTINE LEE, COUNTY RECORDER BY: DEPUTY

SHEET 1 7



TRACT NO. 865 LIVE OAK EAST UNIT NO. 2

LYING IN A PORTION OF THE
SOUTHWEST QUARTER OF SECTION
TOWNSHIP 19 SOUTH, RANGE 21 EAST, A
CITY OF HANFORD, COUNTY OF KIN
CALIFORNIA
AUGUST, 2021

NORTHSTAR ENGINEERING GROUP,

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

REFERENCES:

- (A) D.N. 2020-21003, K.C.R.
- (B) LIVE OAK EAST UNIT NO. 1 -
26 - LSP - 93, K.C.R.
- (C) D.N. 2123158, K.C.R.

NOTES:

1. ALL LINES ADJACENT TO CURVES ARE TA
UNLESS A RADIAL BEARING IS SHOWN.
2. SEE SHEET 7 OF 7 FOR UNIT BOUNDARY

LEGEND:

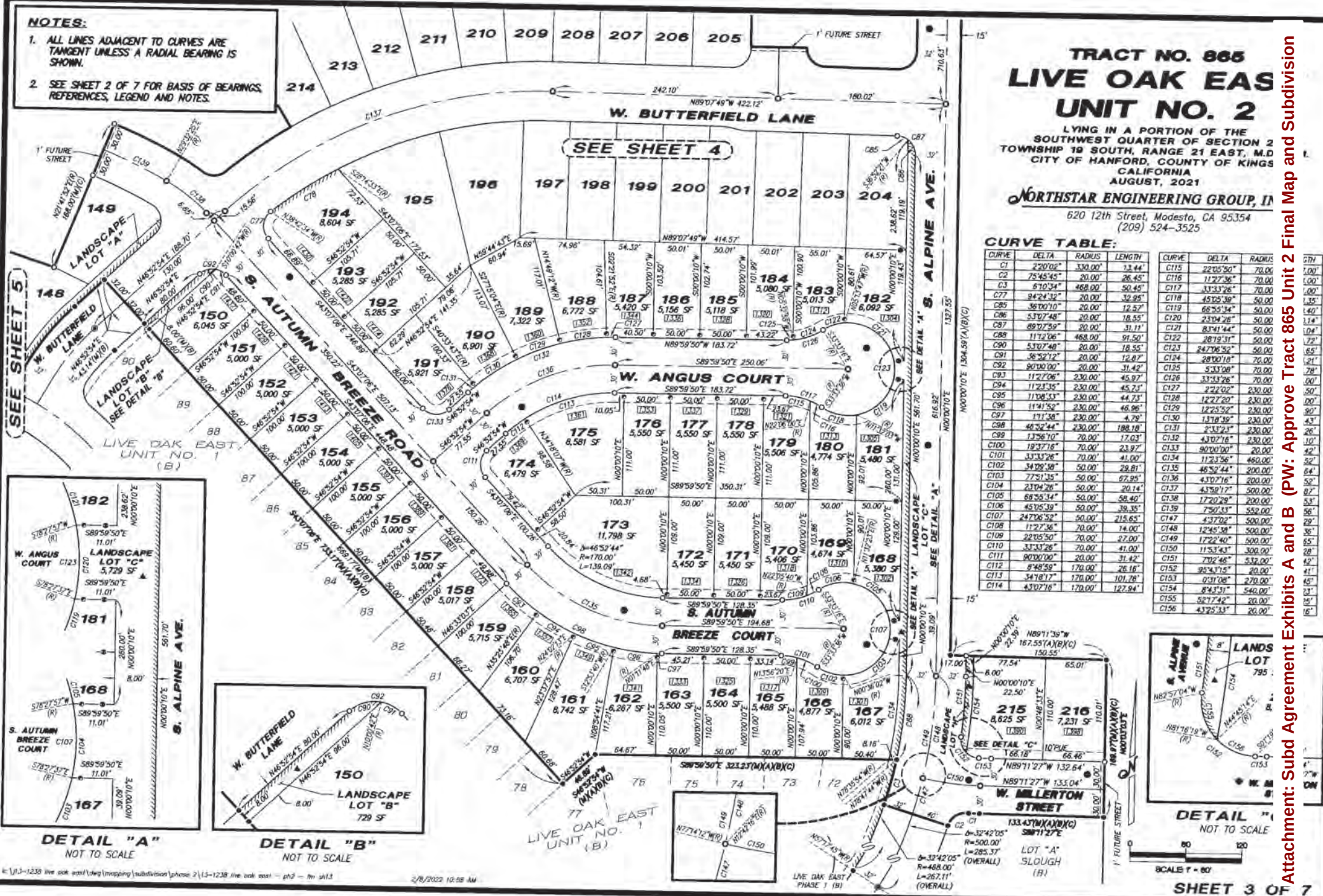
- SET 3/4"x30" IRON PIPE, TAGGED LS 9099, U.O.N.
- SET STREET INTERSECTION SURVEY MONUMENT PER CITY 1
HANFORD STANDARD DRAWING NO. GE-14 WITH 2" BRONZE
SURVEY MARKER STAMPED LS 9099
- SET 1.00 FOOT WITNESS CORNER (3/4" x 24" IRON PIPE
TAGGED LS 9099) MEASURED ALONG THE LOT LINE, FROM
ACTUAL LOT CORNER, U.O.N.
- SET 3.00 FOOT WITNESS CORNER (3/4" x 24" IRON PIPE
TAGGED LS 9099) MEASURED ALONG THE LOT LINE, FROM
ACTUAL LOT CORNER, U.O.N.
- SET 3/4" x 30" IRON PIPE TAGGED LS 9099 AT ALL LO
CORNERS U.O.N.
- FOUND MONUMENT AS NOTED
- FOUND STREET INTERSECTION SURVEY MONUMENT PER CITY
OF HANFORD STANDARD DRAWING NO. GE-14 WITH 2"
BRONZE SURVEY MARKER STAMPED LS 9099 (B) UNLESS
OTHERWISE NOTED.
- FD FOUND
- SFN SEARCHED, FOUND NOTHING
- (A) SEE REFERENCES
- (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
- LSP LICENSED SURVEYORS' PLATS
- O.R. OFFICIAL RECORDS
- CALCULATED FROM RECORD
- G.L.O. GENERAL LAND OFFICE
- D.N. DOCUMENT NUMBER
- [222] STREET ADDRESS NUMBER

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.

NOTES:

1. ALL LINES ADJACENT TO CURVES ARE TANGENT UNLESS A RADIAL BEARING IS SHOWN.
2. SEE SHEET 2 OF 7 FOR BASIS OF BEARINGS, REFERENCES, LEGEND AND NOTES.



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C62	75°0'33"	582.00'	79.66'
C63	70°5'07"	230.00'	28.44'
C64	76°34'56"	20.00'	26.73'
C65	90°4'52"	532.00'	84.32'
C66	57°6'03"	532.00'	48.91'
C67	57°6'03"	532.00'	48.91'
C68	57°6'03"	532.00'	48.91'
C69	57°6'03"	532.00'	48.91'
C70	57°6'04"	532.00'	48.91'
C71	57°6'03"	532.00'	48.91'
C72	0°08'23"	532.00'	1.30'
C73	40°49'35"	532.00'	379.08'
C74	90°52'01"	20.00'	31.72'
C75	89°07'59"	20.00'	31.11'
C76	90°52'01"	20.00'	31.72'
C77	94°24'32"	20.00'	32.95'
C78	102°8'01"	468.00'	85.49'
C79	147°4'02"	468.00'	116.28'
C80	117°1'45"	468.00'	91.45'
C81	34°0'52"	468.00'	30.07'
C82	39°34'45"	468.00'	32.29'
C83	134°3'45"	70.00'	16.77'
C84	134°3'45"	70.00'	16.77'
C85	36°00'10"	20.00'	12.57'
C86	53°07'48"	20.00'	18.55'
C87	89°07'59"	20.00'	31.11'
C137	43°59'12"	500.00'	383.87'
C138	172°0'29"	200.00'	60.53'
C139	75°0'33"	552.00'	75.56'
C145	16°46'31"	250.00'	73.20'

NOTES:

1. ALL LINES ADJACENT TO CURVES ARE TANGENT UNLESS A RADIAL BEARING IS SHOWN.
2. SEE SHEET 2 OF 7 FOR BASIS OF BEARINGS, REFERENCES AND NOTES.

TRACT NO. 865 LIVE OAK EAST UNIT NO. 2

LYING IN A PORTION OF THE
SOUTHWEST QUARTER OF SECTION
TOWNSHIP 19 SOUTH, RANGE 21 EAST,
CITY OF HANFORD, COUNTY OF KINGS
CALIFORNIA
AUGUST, 2021

NORTHSTAR ENGINEERING GROUP

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



LEGEND:

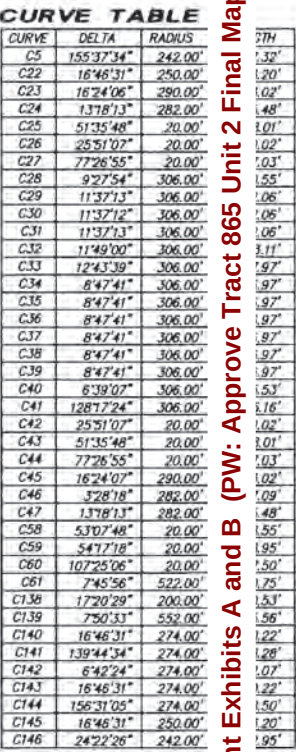
- SET 3/4"x30" IRON PIPE, TAGGED L.S. 909.
- SET STREET INTERSECTION SURVEY MONUMENT HANFORD STANDARD DRAWING NO. GE-14 SURVEY MARKER STAMPED L.S. 9099.
- SET 1.00 FOOT WITNESS CORNER (3/4" x TAGGED L.S. 9099) MEASURED ALONG THE ACTUAL LOT CORNER, U.O.N.
- SET 3.00 FOOT WITNESS CORNER (3/4" x TAGGED L.S. 9099) MEASURED ALONG THE ACTUAL LOT CORNER, U.O.N.
- SET 3/4" x 30" IRON PIPE TAGGED L.S. 9 CORNERS U.O.N.
- FOUND MONUMENT AS NOTED.
- FOUND STREET INTERSECTION SURVEY MONUMENT HANFORD STANDARD DRAWING NO. GE-14 BRONZE SURVEY MARKER STAMPED L.S. 94 OTHERWISE NOTED.
- FD FOUND
- SPN SEARCHED, FOUND NOTHING
- (A) SEE REFERENCES
- (W) 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
- G.O. GENERAL LAND OFFICE
- D.N. DOCUMENT NUMBER
- (1234) STREET ADDRESS NUMBER

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS FOR PUBLIC PURPOSES:
P.U.E. PUBLIC UTILITY EASEMENT NOW OFFERED FOR AREA NOW OFFERED FOR DEDICATION FOR PUBLIC UTILITY PURPOSES.
P.U.L. PUBLIC UTILITY EASEMENT NOW OFFERED FOR AREA NOW OFFERED FOR DEDICATION FOR PUBLIC UTILITY PURPOSES.

CITY OF HANFORD
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OF HANFORD
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TRACT NO. 865 LIVE OAK EAS UNIT NO. 2

LYING IN A PORTION OF THE
SOUTHWEST QUARTER OF SECTION 2
TOWNSHIP 19 SOUTH, RANGE 21 EAST, M.D
CITY OF HANFORD, COUNTY OF KINGS
CALIFORNIA
AUGUST, 2021

NORTHSTAR ENGINEERING GROUP, INC.

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



CURVE TABLE

CURVE	DELTA	RADIUS	GTH
C4	16°46'31"	480.00'	1.36'
C5	155°37'34"	242.00'	1.32'
C7	10°00'23"	480.00'	1.83'
C8	9°39'30"	480.00'	2.91'
C9	9°35'18"	480.00'	2.53'
C10	29°15'11"	480.00'	1.07'
C11	6°48'13"	480.00'	1.00'
C12	5°31'54"	480.00'	1.34'
C13	12°20'07"	480.00'	1.34'
C14	102°20'07"	20.00'	1.72'
C15	90°00'00"	20.00'	1.42'
C16	7°26'59"	306.00'	1.79'
C17	30°29'50"	20.00'	1.65'
C18	55°24'42"	20.00'	1.34'
C19	85°54'32"	20.00'	1.99'
C20	11°32'22"	218.00'	1.91'
C21	16°02'16"	210.00'	1.78'
C22	16°46'31"	250.00'	1.20'
C48	90°00'00"	20.00'	1.42'
C49	33°33'26"	70.00'	1.00'
C50	19°39'31"	50.00'	1.16'
C51	92°21'42"	50.00'	1.60'
C52	23°04'26"	50.00'	2.14'
C53	92°21'42"	50.00'	1.60'
C54	19°39'31"	50.00'	1.16'
C55	24°06'52"	50.00'	1.65'
C56	33°33'26"	70.00'	1.00'
C57	90°00'00"	20.00'	1.42'
C140	16°46'31"	274.00'	1.22'
C141	139°44'34"	274.00'	1.28'
C142	6°42'24"	274.00'	1.07'
C143	16°46'31"	274.00'	1.22'
C144	156°31'05"	274.00'	1.50'
C146	24°22'26"	242.00'	1.95'

NOTES:

1. ALL LINES ADJACENT TO CURVES ARE TANGENT UNLESS A RADIAL BEARING IS SHOWN.
2. SEE SHEET 2 OF 7 FOR BASIS OF BEARINGS, LEGEND, REFERENCES AND NOTES.

SHEET 6

7

LEGAL DESCRIPTION:

BEING A PORTION OF PARCELS 2 AND 3 AS DESCRIBED IN GRANT DEED TO IMPLACABLE PROPERTIES, LLC RECORDED ON OCTOBER 30, 2020 AS DOCUMENT NO. 2021004, 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°52'21" EAST 1320.80 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, NORTH 00°01'16" EAST 561.78 FEET TO THE SOUTHERLY MOST CORNER OF SAID PARCEL 3 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, BEING ALSO THE WESTERLY LINE OF SAID PARCEL 3, NORTH 00°01'16" EAST 101.29 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE

NORTH 75°23'27" EAST 71.75 FEET; THENCE NORTH 43°07'06" WEST 634.77 FEET; THENCE NORTH 46°52'54" EAST 23.77 FEET; THENCE NORTH 20°16'51" WEST 50.53 FEET; THENCE NORTH 12°38'48" WEST 57.23 FEET; THENCE NORTH 04°43'11" WEST 57.23 FEET; THENCE NORTH 03°12'27" EAST 57.23 FEET; THENCE NORTH 11°18'04" EAST 57.23 FEET; THENCE NORTH 19°03'41" EAST 57.23 FEET; THENCE NORTH 26°59'18" EAST 57.23 FEET; THENCE NORTH 34°54'56" EAST 57.23 FEET; THENCE NORTH 45°14'34" EAST 91.77 FEET; THENCE NORTH 55°14'04" EAST 52.40 FEET; THENCE NORTH 62°09'54" EAST 47.69 FEET; THENCE NORTH 68°46'08" EAST 47.69 FEET; THENCE NORTH 75°22'25" EAST 47.69 FEET; THENCE NORTH 81°58'41" EAST 47.69 FEET; THENCE NORTH 88°34'57" EAST 47.69 FEET; THENCE SOUTH 84°49'48" EAST 47.69 FEET; THENCE SOUTH 78°12'32" EAST 47.69 FEET; THENCE SOUTH 71°36'16" EAST 47.69 FEET; THENCE NORTH 21°41'52" EAST 168.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 582.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 21°41'52" EAST AND HAVING A CENTRAL ANGLE OF 0°20'33"; THENCE

ALONG THE ARC OF SAID CURVE, 78.86 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 230.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 29°32'25" EAST AND HAVING A CENTRAL ANGLE OF 0°05'01"; THENCE

ALONG THE ARC OF SAID CURVE, 28.44 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 36°37'32" WEST AND HAVING A CENTRAL ANGLE OF 78°34'58"; THENCE

ALONG THE ARC OF SAID CURVE, 26.73 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 3, SAID POINT BEING ALSO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 532.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 39°57'24" WEST AND HAVING A CENTRAL ANGLE OF 0°04'33"; THENCE

ALONG SAID SOUTHERLY LINE OF PARCEL 3, BEING ALSO THE ARC OF SAID CURVE, 84.32 FEET; THENCE LEAVING SAID SOUTHERLY LINE OF PARCEL 3, NORTH 30°52'31" WEST 79.33 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET AND HAVING A CENTRAL ANGLE OF 31°44'42"; THENCE

ALONG THE ARC OF SAID CURVE, 110.81 FEET; THENCE NORTH 00°52'11" EAST 13.45 FEET; THENCE SOUTH 89°07'49" EAST 561.56 FEET; THENCE SOUTH 00°00'10" WEST 83.77 FEET; THENCE

SOUTH 89°59'50" EAST 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 89°59'50" WEST AND HAVING A CENTRAL ANGLE OF 89°07'59"; THENCE ALONG THE ARC OF SAID CURVE, 31.11 FEET; THENCE

SOUTH 89°07'49" EAST 78.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET AND HAVING A CENTRAL ANGLE OF 90°57'01"; THENCE

ALONG THE ARC OF SAID CURVE, 31.72 FEET; THENCE NORTH 00°00'10" EAST 654.32 FEET TO A POINT 20.00 FEET DISTANT AT RIGHT ANGLES FROM THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 2, BEING ALSO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE

ALONG THE NORTH LINE OF SAID PARCEL 2, PARALLEL WITH SAID QUARTER SECTION LINE, SOUTH 89°07'49" EAST 47.01 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE

ALONG THE EAST LINE OF SAID PARCEL 2, SOUTH 00°00'10" WEST 1304.59 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, BEING ALSO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE

ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, BEING ALSO THE NORTH LINE OF SAID PARCEL 2, SOUTH 89°11'59" EAST 167.55 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE

ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, BEING ALSO THE EAST LINE OF SAID PARCEL 2, SOUTH 00°03'03" WEST 170.01 FEET; THENCE

ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 THE FOLLOWING EIGHT (8) COURSES:

1) LEAVING SAID EAST LINES, NORTH 89°11'59" WEST 133.43 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 330.00 FEET AND HAVING A CENTRAL ANGLE OF 0°20'02"; THENCE

2) ALONG THE ARC OF SAID CURVE, 13.44 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 03°08'55" WEST AND HAVING A CENTRAL ANGLE OF 75°43'45"; THENCE

3) ALONG THE ARC OF SAID CURVE, 26.45 FEET; THENCE NORTH 72°37'10" WEST 72.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 468.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 72°37'10" EAST AND HAVING A CENTRAL ANGLE OF 06°10'34"; THENCE

4) ALONG THE ARC OF SAID CURVE, 50.45 FEET; THENCE NORTH 89°59'50" WEST 333.23 FEET; THENCE SOUTH 46°52'54" WEST 46.89 FEET; THENCE

5) NORTH 43°07'06" WEST 733.17 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL; THENCE ALONG SAID SOUTHERLY LINE OF PARCEL 3 THE FOLLOWING NINE (9) COURSES:

1) SOUTH 46°52'54" WEST 43.14 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 282.00 FEET AND HAVING A CENTRAL ANGLE OF 16°46'31";

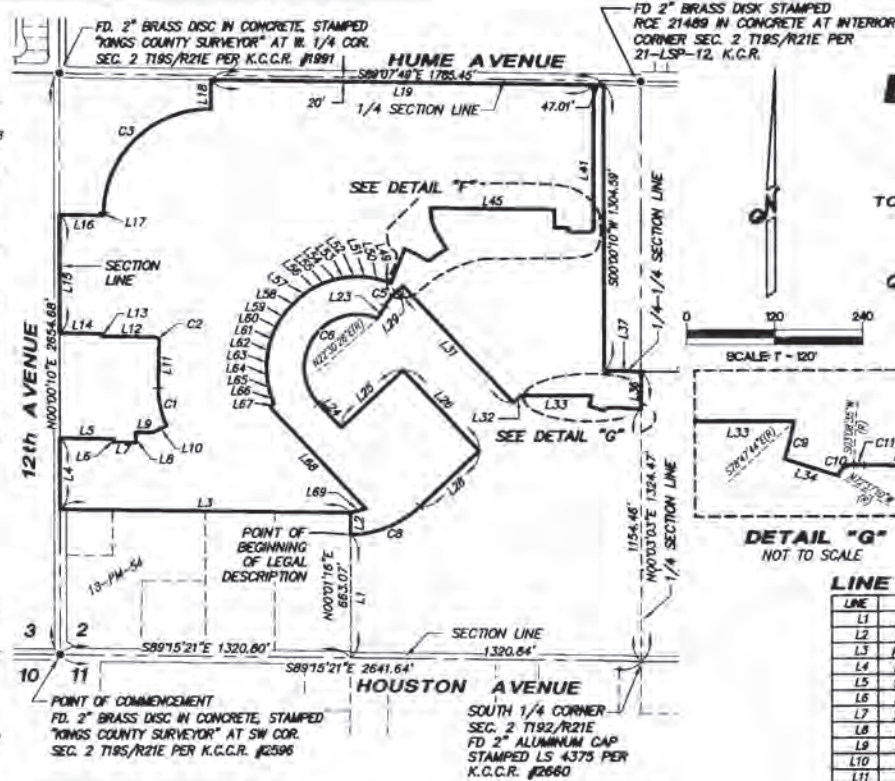
2) ALONG THE ARC OF SAID CURVE, 82.56 FEET; THENCE SOUTH 30°06'23" WEST 63.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 242.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 22°30'28" EAST AND HAVING A CENTRAL ANGLE OF 155°37'34"; THENCE

3) ALONG THE ARC OF SAID CURVE, 657.32 FEET; THENCE SOUTH 43°07'06" EAST 151.14 FEET; THENCE NORTH 46°52'54" EAST 384.00 FEET; THENCE SOUTH 43°07'06" EAST 506.00 FEET; THENCE

4) SOUTH 46°52'54" WEST 369.73 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 480.00 FEET AND HAVING A CENTRAL ANGLE OF 41°35'18"; THENCE

5) ALONG THE ARC OF SAID CURVE, 348.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.39 ACRES MORE OR LESS



TRACT NO. 865 LIVE OAK EAST UNIT NO. 2

LYING IN A PORTION OF THE
SOUTHWEST QUARTER OF SECTION
TOWNSHIP 19 SOUTH, RANGE 21 EAST, M.
CITY OF HANFORD, COUNTY OF KING
CALIFORNIA
AUGUST, 2021

NORTHSTAR ENGINEERING GROUP, I

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

NOTES:

- ALL LINES ADJACENT TO CURVE TANGENT UNLESS A RADIAL LINE IS SHOWN.
- SEE SHEET 2 OF 7 FOR BASIS BEARINGS, REFERENCES, LEGEND, NOTES.

DETAIL "G"
NOT TO SCALE

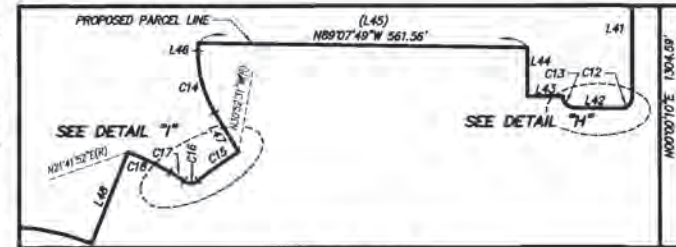
LINE TABLE

LINE	BEARING	LENGTH
L1	N00°01'16"E	561.78'
L2	N00°01'16"E	101.29'
L3	N00°13'54"W	1321.02'
L4	N00°18'10"E	334.72'
L5	S89°07'49"E	244.82'
L6	S00°52'11"W	16.71'
L7	S89°07'49"E	100.00'
L8	N00°52'11"E	48.86'
L9	S89°07'49"E	78.23'
L10	N64°18'21"E	71.43'
L11	N00°52'11"E	214.65'
L12	N89°07'49"W	240.00'
L13	N00°52'11"E	11.71'
L14	N89°07'49"W	182.18'
L15	N00°00'10"E	540.06'
L16	S89°07'49"E	200.36'
L17	N00°52'11"E	12.14'
L18	S00°00'10"W	154.00'
L19	S89°07'49"E	1738.45'
L20	S00°00'10"W	654.32'
L21	S30°06'23"W	63.75'
L22	S43°07'06"W	151.14'
L23	N46°52'54"E	384.00'
L24	S43°07'06"E	506.00'
L25	S46°52'54"E	389.73'
L26	N46°52'54"E	43.14'
L27	S43°07'06"E	733.17'
L28	N46°52'54"E	46.89'
L29	S89°59'50"E	323.23'
L30	S72°37'10"E	72.00'
L31	S89°11'27"E	153.43'
L32	N00°03'03"E	170.01'
L33	N89°11'30"W	167.55'
L34	S00°00'10"W	654.32'
L35	N89°07'49"W	78.01'
L36	N00°00'10"E	60.00'
L37	N00°00'10"E	83.77'
L38	N89°07'49"W	581.56'
L39	N00°52'11"E	13.45'
L40	N30°52'31"W	78.33'
L41	N21°41'52"E	168.00'
L42	S71°36'16"E	47.69'
L43	S78°12'32"E	47.69'
L44	S84°48'48"E	47.69'
L45	N88°34'57"E	47.69'

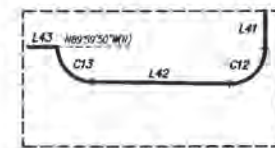
LINE	BEARING	LENGTH
L53	N81°58'41"E	47.69'
L54	N75°23'27"E	47.69'
L55	N88°34'57"E	47.69'
L56	N88°34'57"E	47.69'
L57	N55°14'04"E	52.40'
L58	N45°14'34"E	91.77'
L59	N34°54'56"E	57.23'
L60	N26°59'18"E	57.23'
L61	N19°03'41"E	57.23'
L62	N11°18'04"E	57.23'
L63	N04°43'11"E	57.23'
L64	N03°12'27"E	57.23'
L65	N12°38'48"E	57.23'
L66	N20°16'51"E	50.53'
L67	N46°52'54"E	23.77'
L68	S47°07'06"E	634.77'
L69	N75°23'27"E	71.75'

CURVE TABLE

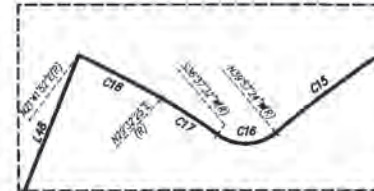
CURVE	DELTA	RADIUS	LS
C1	26°33'50"	380.00'	1
C2	90°00'00"	20.00'	1
C3	90°00'00"	480.00'	7
C4	16°46'31"	282.00'	1
C5	155°37'34"	242.00'	6
C6	41°35'18"	480.00'	2
C7	67°0'34"	468.00'	1
C8	72°45'45"	20.00'	1
C9	22°00'02"	338.00'	1
C10	90°52'01"	20.00'	1
C11	22°00'02"	338.00'	1
C12	90°52'01"	20.00'	1
C13	89°07'59"	20.00'	1
C14	31°44'42"	200.00'	1
C15	8°04'53"	532.00'	1
C16	78°34'56"	20.00'	1
C17	72°07'07"	230.00'	1
C18	75°07'33"	582.00'	1



DETAIL "F"
NOT TO SCALE

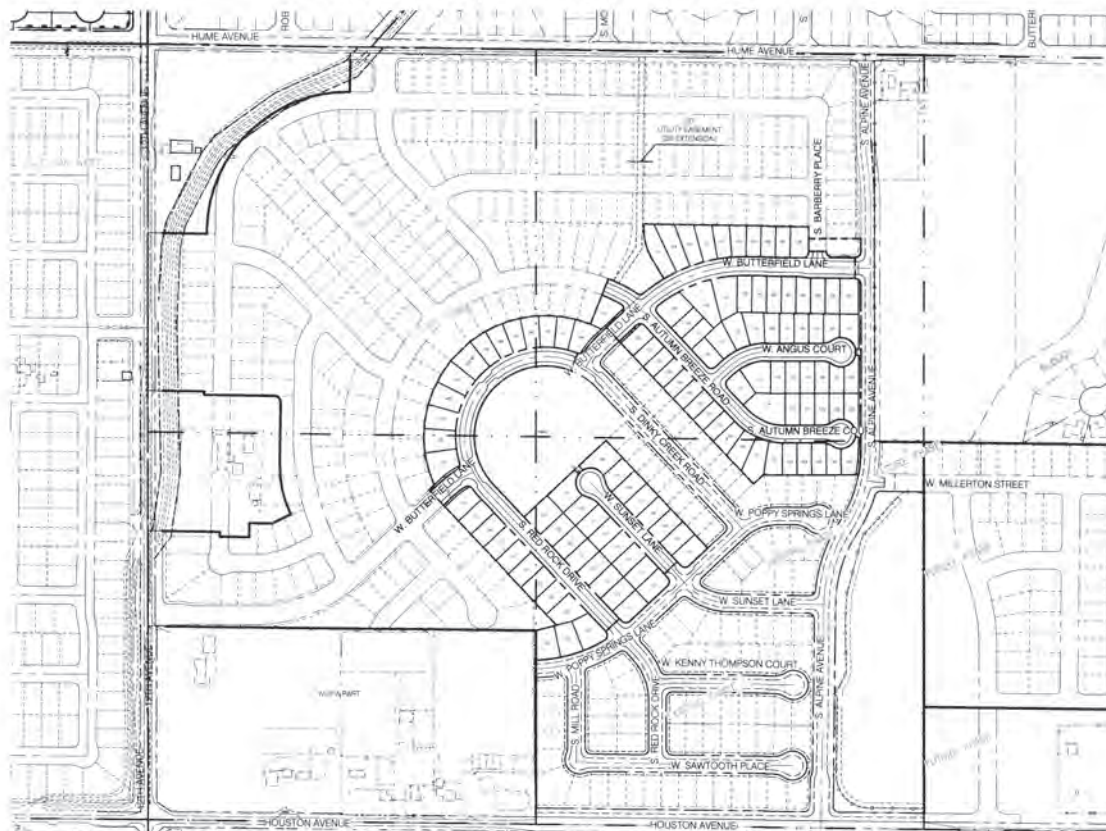


DETAIL "H"
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DETAIL "I"
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**IMPROVEMENT PLANS FOR
LIVE OAK EAST PHASE 2 TRACT 865-2
HANFORD, CALIFORNIA**

[illegible][illegible]

ABBREVIATIONS			
AD	ASPHALT OR MORTAR (NOT EXC)	DOOP	DEMOLISH
AG	AGGREGATE BASE	DZ	DIRT
AL	ALUMINUM CONCRETE	DZ1	DIRT
AGA	AMERICAN STANDARD GAGE	DZ2	DIRT
ATL	ATLANTIC DIVISION (NOT EXC)	DZ3	DIRT
ATL1	ATLANTIC DIVISION (NOT EXC)	DZ4	DIRT
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ATL173	ATLANTIC DIVISION (NOT EXC)	DZ176	DIRT
ATL174	ATLANTIC DIVISION (NOT EXC)	DZ177	DIRT
ATL175	ATLANTIC DIVISION (NOT EXC)	DZ178	DIRT
ATL176	ATLANTIC DIVISION (NOT EXC)	DZ179	DIRT
ATL177	ATLANTIC DIVISION (NOT EXC)	DZ180	DIRT
ATL178	ATLANTIC DIVISION (NOT EXC)	DZ181	DIRT
ATL179	ATLANTIC DIVISION (NOT EXC)	DZ182	DIRT
ATL180	ATLANTIC DIVISION (NOT EXC)	DZ183	DIRT
ATL181	ATLANTIC DIVISION (NOT EXC)	DZ184	DIRT
ATL182	ATLANTIC DIVISION (NOT EXC)	DZ185	DIRT
ATL183	ATLANTIC DIVISION (NOT EXC)	DZ186	DIRT
ATL184	ATLANTIC DIVISION (NOT EXC)	DZ187	DIRT
ATL185	ATLANTIC DIVISION (NOT EXC)	DZ188	DIRT
ATL186	ATLANTIC DIVISION (NOT EXC)	DZ189	DIRT
ATL187	ATLANTIC DIVISION (NOT EXC)	DZ190	DIRT
ATL188	ATLANTIC DIVISION (NOT EXC)	DZ191	DIRT
ATL189	ATLANTIC DIVISION (NOT EXC)	DZ192	DIRT
ATL190	ATLANTIC DIVISION (NOT EXC)	DZ193	DIRT
ATL191	ATLANTIC DIVISION (NOT EXC)	DZ194	DIRT
ATL192	ATLANTIC DIVISION (NOT EXC)	DZ195	DIRT
ATL193	ATLANTIC DIVISION (NOT EXC)	DZ196	DIRT
ATL194	ATLANTIC DIVISION (NOT EXC)	DZ197	DIRT
ATL195	ATLANTIC DIVISION (NOT EXC)	DZ198	DIRT
ATL196	ATLANTIC DIVISION (NOT EXC)	DZ199	DIRT
ATL197	ATLANTIC DIVISION (NOT EXC)	DZ200	DIRT
ATL198	ATLANTIC DIVISION (NOT EXC)	DZ201	DIRT
ATL199	ATLANTIC DIVISION (NOT EXC)	DZ202	DIRT
ATL200	ATLANTIC DIVISION (NOT EXC)	DZ203	DIRT
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ATL202	ATLANTIC DIVISION (NOT EXC)	DZ205	DIRT
ATL203	ATLANTIC DIVISION (NOT EXC)	DZ206	DIRT
ATL204	ATLANTIC DIVISION (NOT EXC)	DZ207	DIRT
ATL205	ATLANTIC DIVISION (NOT EXC)	DZ208	DIRT
ATL206	ATLANTIC DIVISION (NOT EXC)	DZ209	DIRT
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ATL209	ATLANTIC DIVISION (NOT EXC)	DZ212	DIRT
ATL210	ATLANTIC DIVISION (NOT EXC)	DZ213	DIRT
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ATL215	ATLANTIC DIVISION (NOT EXC)	DZ218	DIRT
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ATL235	ATLANTIC DIVISION (NOT EXC)	DZ238	DIRT
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ATL237	ATLANTIC DIVISION (NOT EXC)	DZ240	DIRT
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ATL246	ATLANTIC DIVISION (NOT EXC)	DZ249	DIRT
ATL247	ATLANTIC DIVISION (NOT EXC)	DZ250	DIRT
ATL248	ATLANTIC DIVISION (NOT EXC)	DZ251	DIRT
ATL249	ATLANTIC DIVISION (NOT EXC)	DZ252	DIRT
ATL250	ATLANTIC DIVISION (NOT EXC)	DZ253	DIRT
ATL251	ATLANTIC DIVISION (NOT EXC)	DZ254	DIRT
ATL252	ATLANTIC DIVISION (NOT EXC)	DZ255	DIRT
ATL253	ATLANTIC DIVISION (NOT EXC)	DZ256	DIRT
ATL254	ATLANTIC DIVISION (NOT EXC)	DZ257	DIRT
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ATL258	ATLANTIC DIVISION (NOT EXC)	DZ261	DIRT
ATL259	ATLANTIC DIVISION (NOT EXC)	DZ262	DIRT
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ATL262	ATLANTIC DIVISION (NOT EXC)	DZ265	DIRT
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ATL269	ATLANTIC DIVISION (NOT EXC)	DZ272	DIRT
ATL270	ATLANTIC DIVISION (NOT EXC)	DZ273	DIRT
ATL271	ATLANTIC DIVISION (NOT EXC)	DZ274	DIRT
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ATL273	ATLANTIC DIVISION (NOT EXC)	DZ276	DIRT
ATL274	ATLANTIC DIVISION (NOT EXC)	DZ277	DIRT
ATL275	ATLANTIC DIVISION (NOT EXC)	DZ278	DIRT
ATL276	ATLANT		

ASSOCIATED IMPROVEMENT PLANS

LANDSCAPE PLANS - STREETSCAPE	
PREPARED BY	WOOD ARCHITECTURE
TITLED	
CURRENT DATE	7/82
JOINT TRENCH	
PREPARED BY	SEARIS
TITLED	
CURRENT DATE	7/82
FINAL MAP	
PREPARED BY	HOFFSTADT ENGINEERING GROUP, INC.
TITLED	FINCH RD. 686 UNIT 1
CURRENT DATE	1/80

BENCHMARK

BENCHMARK NAME: CITY OF WINDSOR BENCHMARK NO. 173, CORNER FOOT EAST OF CURB
 RETURN AT SOUTH BEND RETURN OF THE INTERSECTION OF
 WINDSOR-AMMONIA ROAD AND GREENLEAF DRIVE
 ELEVATION: 262.21
 SEE WINDY MAP MARK FOR APPROX. LOCATION
 EXISTING WINDY MARK FROM INITIAL SURVEY NO LONGER EXISTS
 PROJECT BENCHMARK: FOUND 1/20/2019 FROM PLS. FULFILL WITH THE INSTRUMENT AT THE
 CENTRAL OF THE INTERSECTION OF 12TH AVENUE & AMMONIA AVENUE
 WINDY MAP MARK NO. 173 IS FOUND 1/20/2019 WITH CITY OF
 WINDSOR BENCHMARK NO. 173
 ELEVATION: 262.44
 SEE WINDY MAP AND/OR APPROX. LOCATION

PREPARED FOR

FRANKE BURGER
SAN JOAQUIN VALLEY HOME
5817 AVENIDA DE LOS PIONEROS
VISALIA, CA 93291
PHONE: (805) 732-0991

APPROVALS

APPROVED SUBJECT TO THE DATA SHOWN, THE CITY OF HANFORD AND THE
UNDESIGNED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT
MAY BE PRESENT ON THESE PLANS.

[Signature] AUG 25 2021
CITY ENGINEER DATE

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Attachment: Subd Agreement Exhibits A and B (PW: Approve Tract 865 Unit 2 Final Map and Subdivision

COVER SHEET

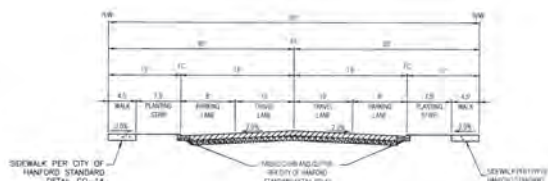
IMPROVEMENT OF AHS FOR

LIVE OAK EAST PHASE 2 TRACT 865-2

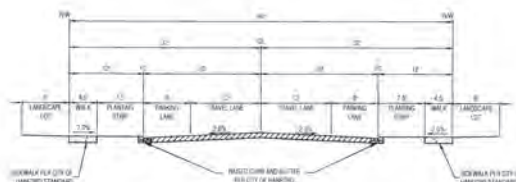
North Star
Engineering Group, Inc.
• CIVIL ENGINEERING • SURVEYING • PLANNING •
620 12th Street, Modesto, CA 95204
(209) 524-3520 Phone (209) 524-5078 Fax

SHEET
NUMBER

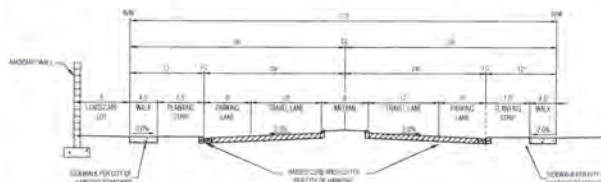
C1.01

[illegible]

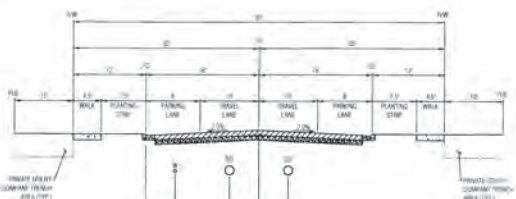
60' TYPICAL INTERIOR STREET



64' ENTRY MINOR COLLECTOR STREET



72 MINOR COLLECTOR AT W. BUTTERFIELD LANE - S. ALPINE AVENUE



60' TYPICAL LOCAL STREET UTILITY ALIGNMENT

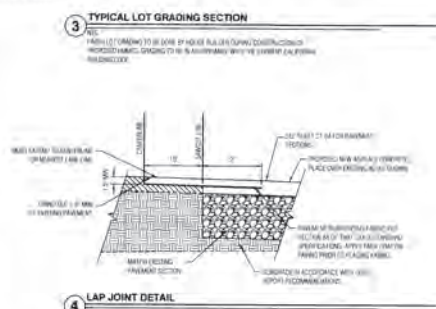
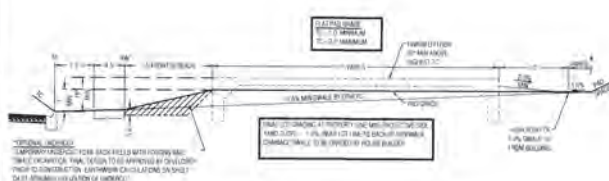
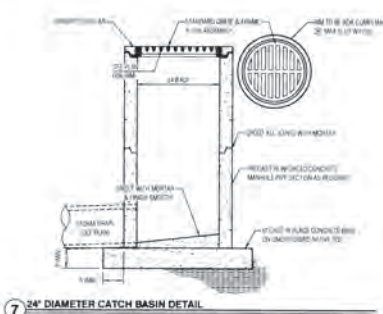
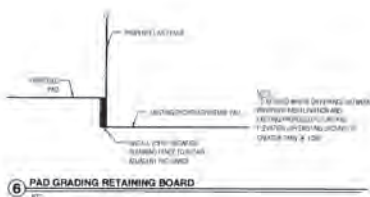
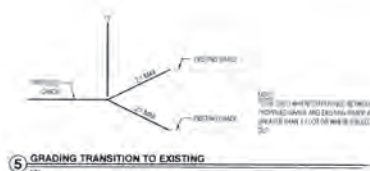
STREET SECTION TABLE						
STREET NAME	SECTION	SECTION WIDTH (FEET)	SECTION	SECTION WIDTH (FEET)	REFERENCE ROAD (MILE)	LOCAL ROAD
WINDY HILL	A	10' 0"	(7) 10' 0"	10	0	0
NORTH HILL ROAD	A	10' 0"	(7) 10' 0"	10	0	0
(S) BROADWAY	A	10' 0"	(7) 10' 0"	10	0	0
MAIN LANE	A	10' 0"	(7) 10' 0"	10	0	0
(S) BROADWAY	B	10' 0"	(7) 10' 0"	10	0	0
(S) BROADWAY	C	10' 0"	(7) 10' 0"	10	0	0

¹ According to the Chemical Hygiene Recommendations, additional air-line tests shall be performed once per shift; substance is evaluated to confirm the results used in the Informant Section (809).

APPROVED SUBJECT TO THE DATA SHOWN THE CITY OF HANFORD AND THE
UNAPPROVED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT
MAY BE PRESENT IN THESE PLANS

[Signature] AUG 25 2021

CITY ENGINEER DATE

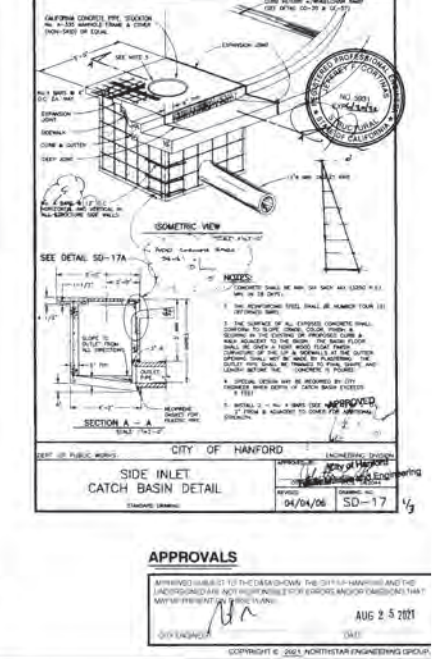
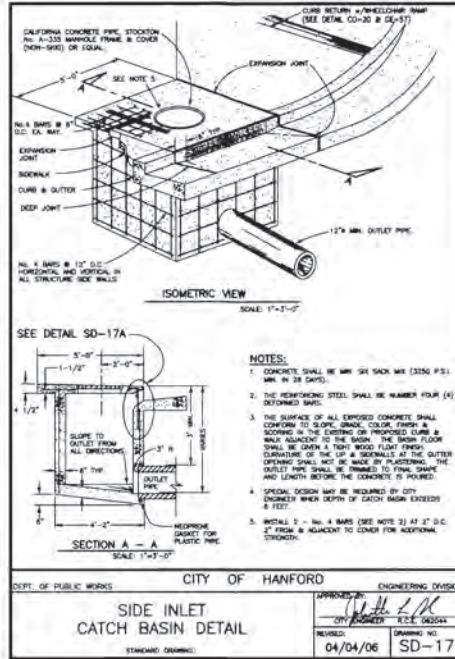
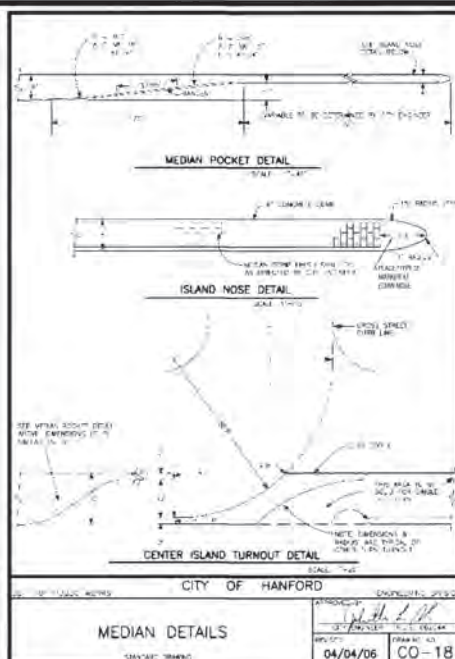
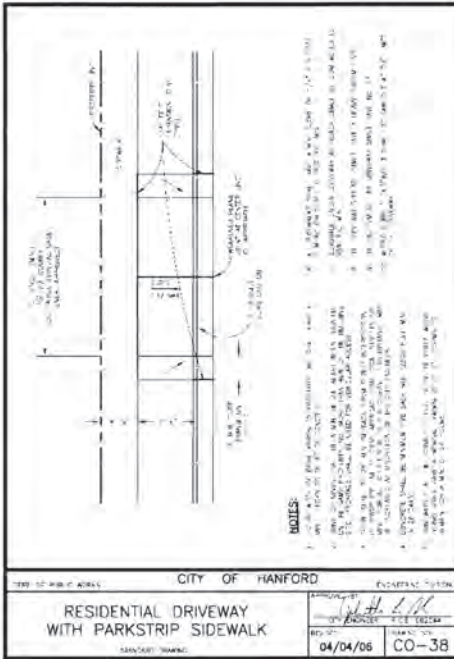
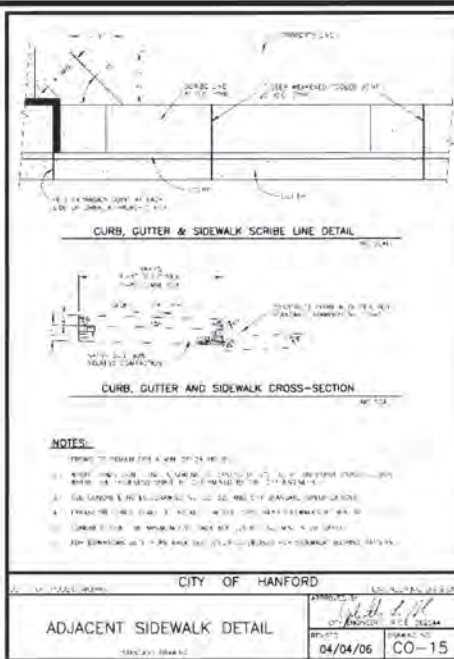
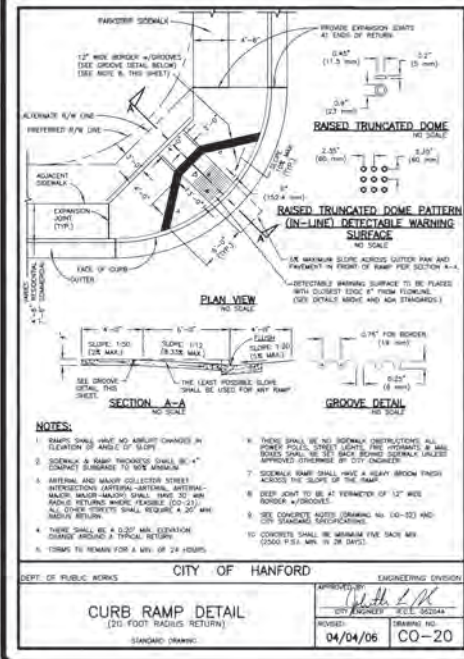
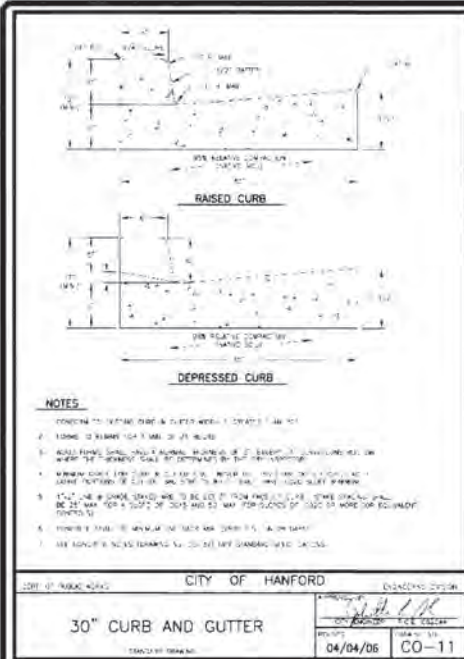


APPROVALS

APPROVED SUBJECT TO THE DATA SHOWN, THE CITY OF HAMMERS AND THE ENGINEER ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT MAY BE PRESENT ON THESE PLANS.

CITY ENGINEER  DATE **AUG 25 2021**

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Attachment: Subd Agreement Exhibits A and B (PW: Approve Tract 865 Unit 2 Final Map and Subdivision

CONSTRUCTION DETAILS

IMPROVEMENT PLANS FOR

LIVE OAK EAST PHASE 2 TRACT 865-2

HANFORD, CALIFORNIA

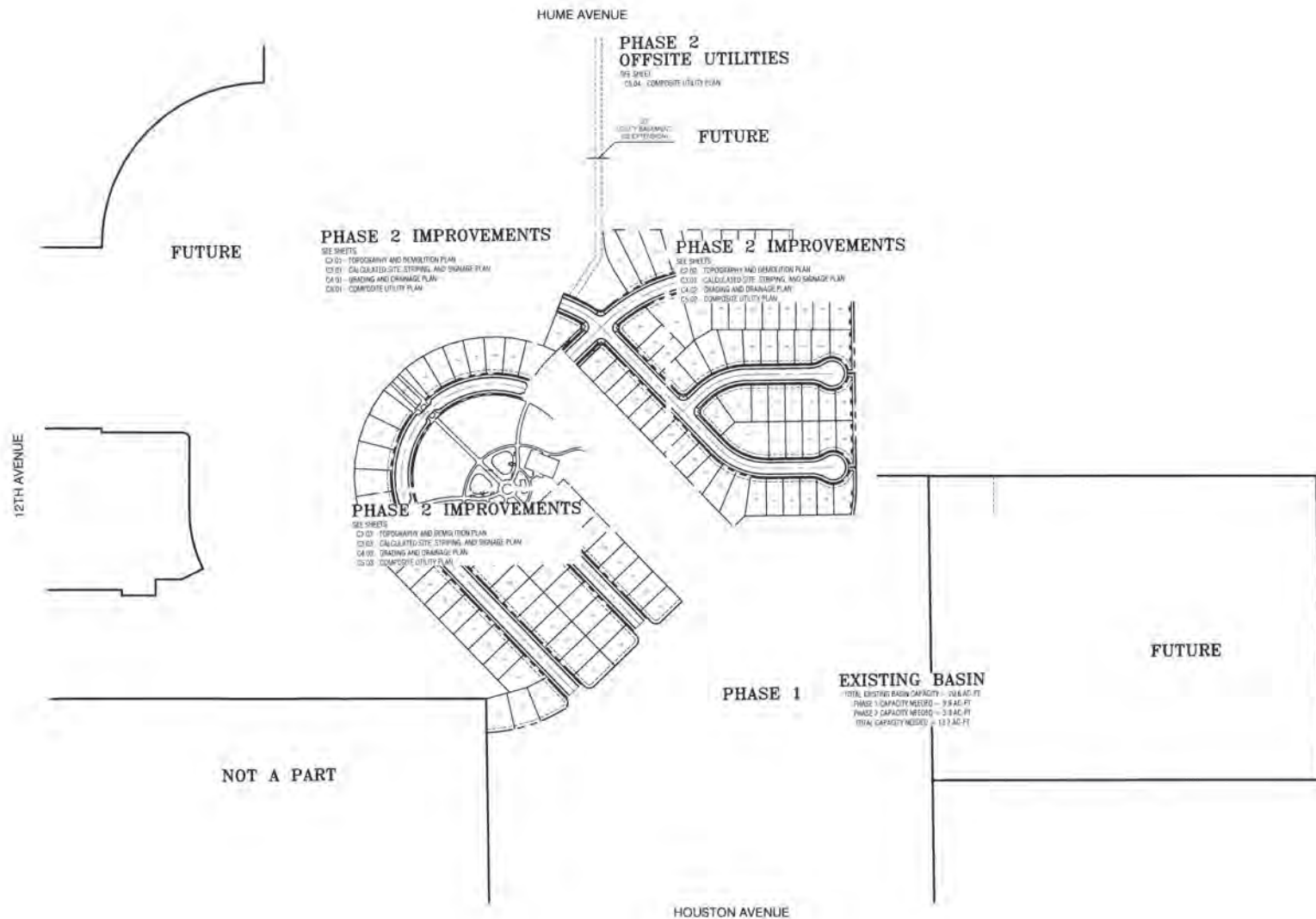
North Star Engineering Group, Inc.

10000 LIVE OAK STREET, SUITE 100, HANFORD, CA 93230

DATE: 04/04/06

PROJECT: LIVE OAK EAST PHASE 2 TRACT 865-2

CONTRACT NO. C1.05



NOT A PART

PHASE 1

EXISTING BASIN
TOTAL EXISTING BASIN CAPACITY = 70.6 AC-FT
PHASE 1 CAPACITY NEEDED = 9.5 AC-FT
PHASE 2 CAPACITY NEEDED = 3.8 AC-FT
TOTAL CAPACITY NEEDED = 13.3 AC-FT

FUTURE

**PHASE 2
OFFSITE UTILITIES**
OFF SHEET
CS-04 - COMPOSITE UTILITY PLAN

FUTURE

PHASE 2 IMPROVEMENTS

SIZE SHEETS
 CD-1 TOPOGRAPHY AND DEMOLITION PLAN
 CD-10 CALCULATED SITE STRIPING AND SIGNAGE PLAN
 CD-11 GRADING AND DRAINAGE PLAN
 CD-12 COMPOSITE UTILITY PLAN

PHASE 2 IMPROVEMENTS

SEE SHEETS

- CS-02 TOPOGRAPHY AND DEMOLITION PLAN
- CS-03 CALCULATED SITE STRIPPING AND SARGAGE PLAN
- CS-04 GRADING AND DRAINAGE PLAN
- CS-05 COMPOSITE UTILITY PLAN

PHASE 2 IMPROVEMENTS

SEE SHEETS

- C3-03 TOPOGRAPHY AND REMOVAL PLAN
- C3-04 CALCULATED SITE STRIPING AND SIGNAGE PLAN
- C4-00 GRADING AND DRAINAGE PLAN
- C5-00 COMPOSITE UTILITY PLAN

APPROVALS

APPROVED SUBJECT TO THE DATA BEING THE CITY OF SANFORD AND THE UNDERGROUND ENVIRONMENTAL PROTECTION AND PROTECTION THAT MAY BE (YOUR) OF THE PLAN.

[Signature] AUG 25 2021
DATE

AUG 25 2021

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[illegible]

KEY SHEET

IMPROVEMENT PLANS FOR
LIVE OAK EAST PHASE 2 TRACT 865-2
HANFORD, CALIFORNIA

NorthStar
Engineering Group, Inc.

• CDR, ENGINEERING & SURVEYING •

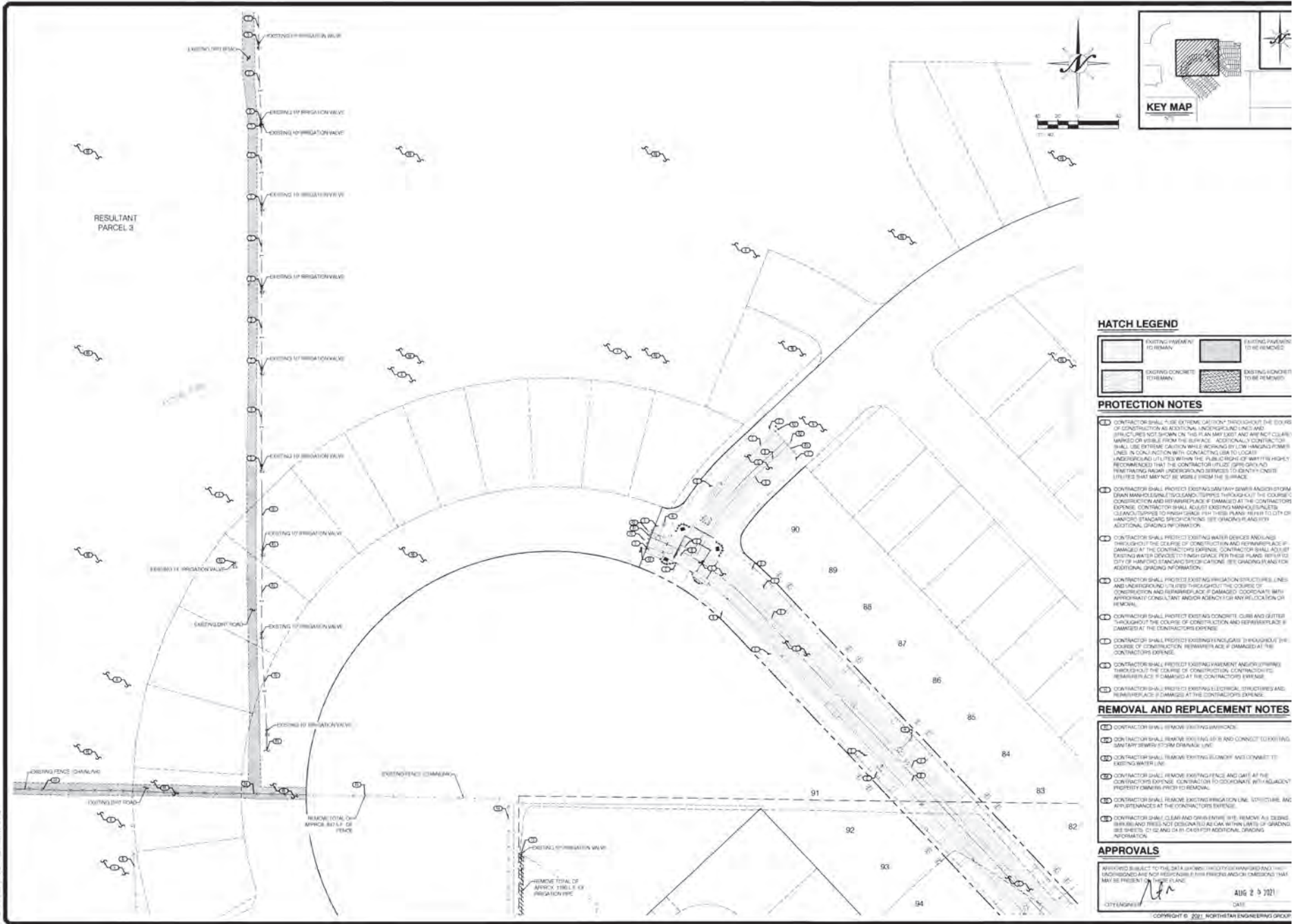
4201 27th Street
Albuquerque, NM 87114
(505) 824-3623 phone (505) 824-3626 fax

IR #	75-1289
DATE	07/10/2014
CALL	AL 34089
NAME	ST, EV
SIGN	ED / CV
RECE	APC

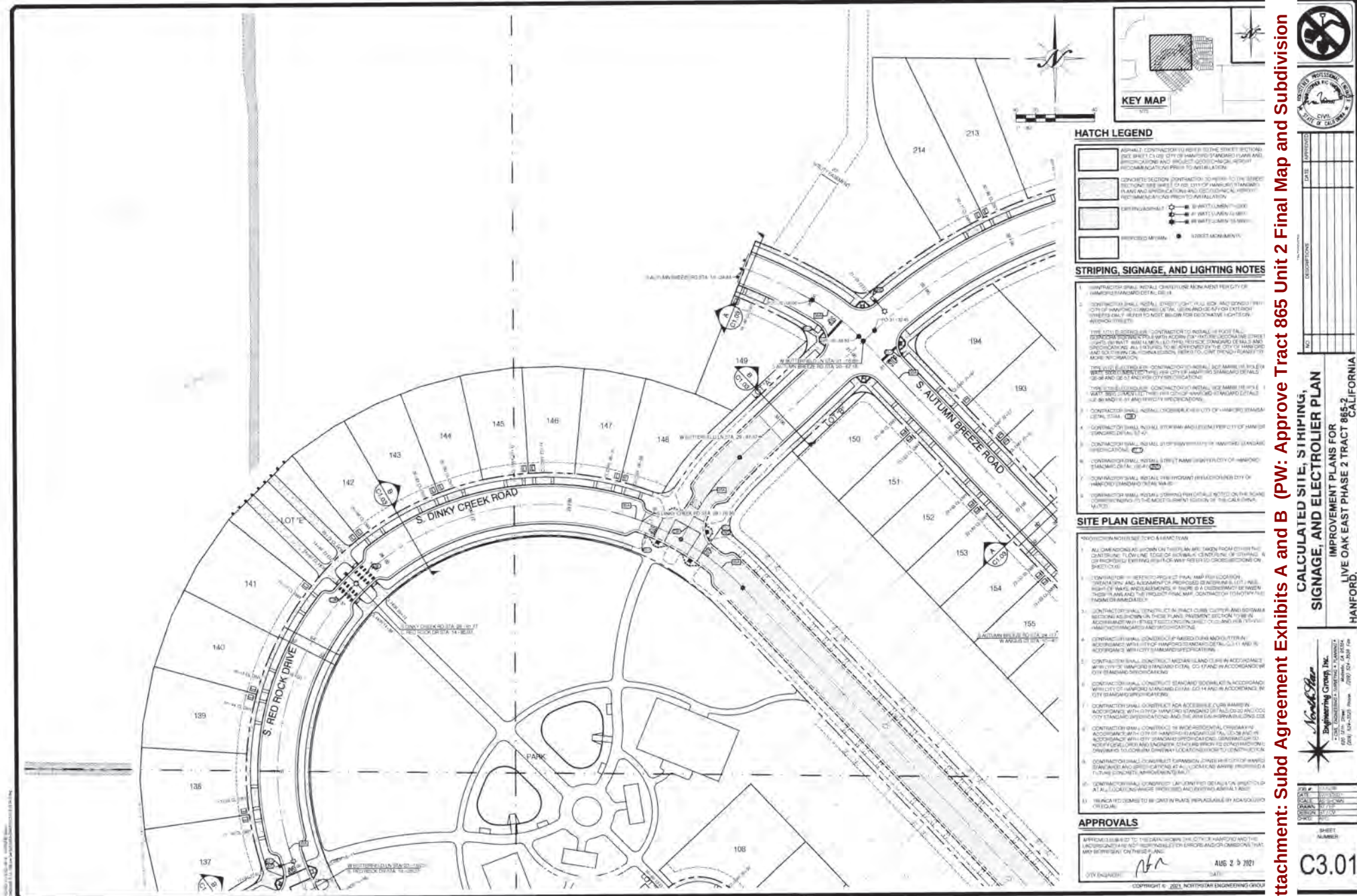
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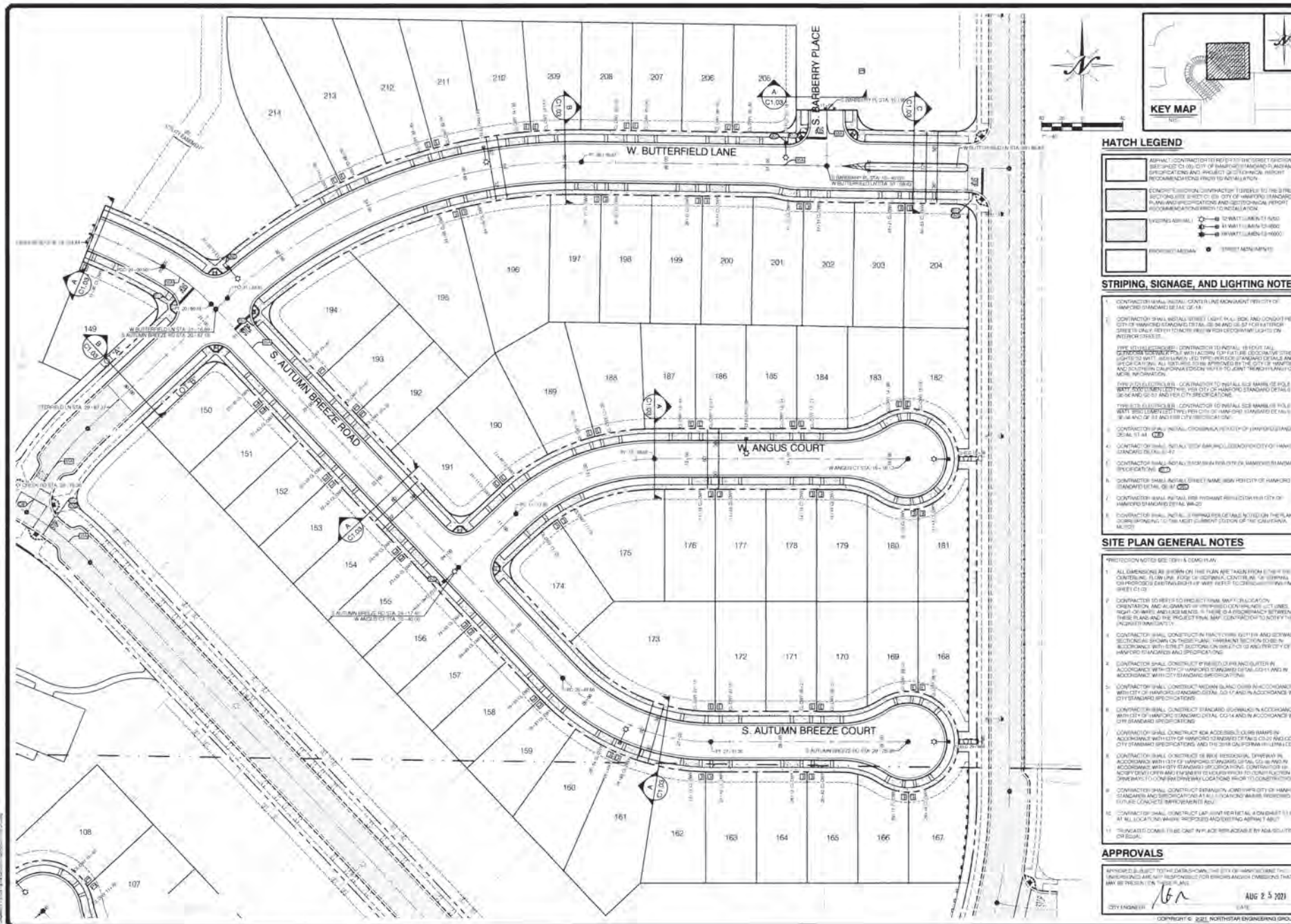
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100



Attachment: Subd Agreement Exhibits A and B (PW: Approve Tract 865 Unit 2 Final Map and Subdivision





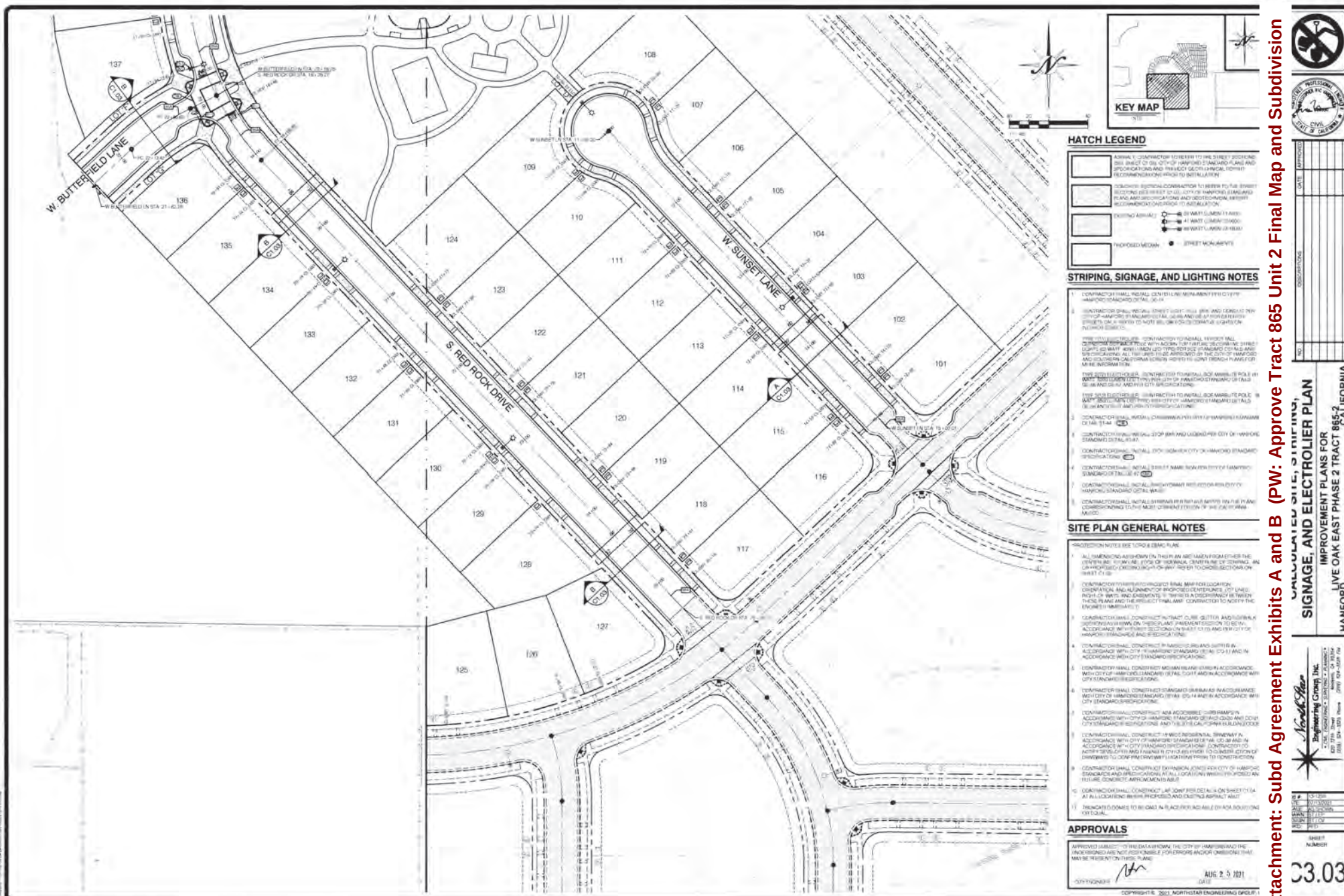
Attachment: Subd Agreement Exhibits A and B (PW: Approve Tract 865 Unit 2 Final Map and Subdivision

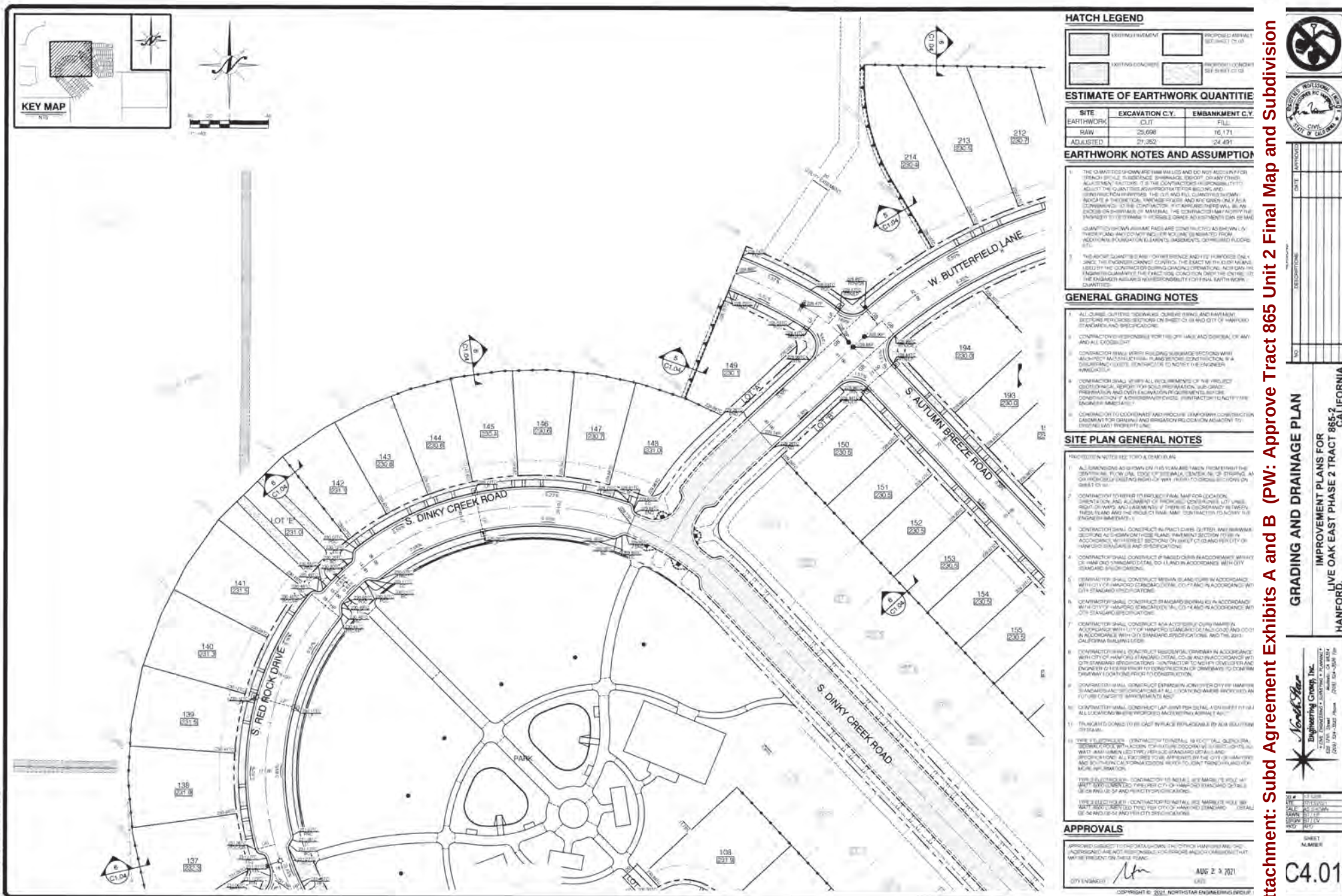
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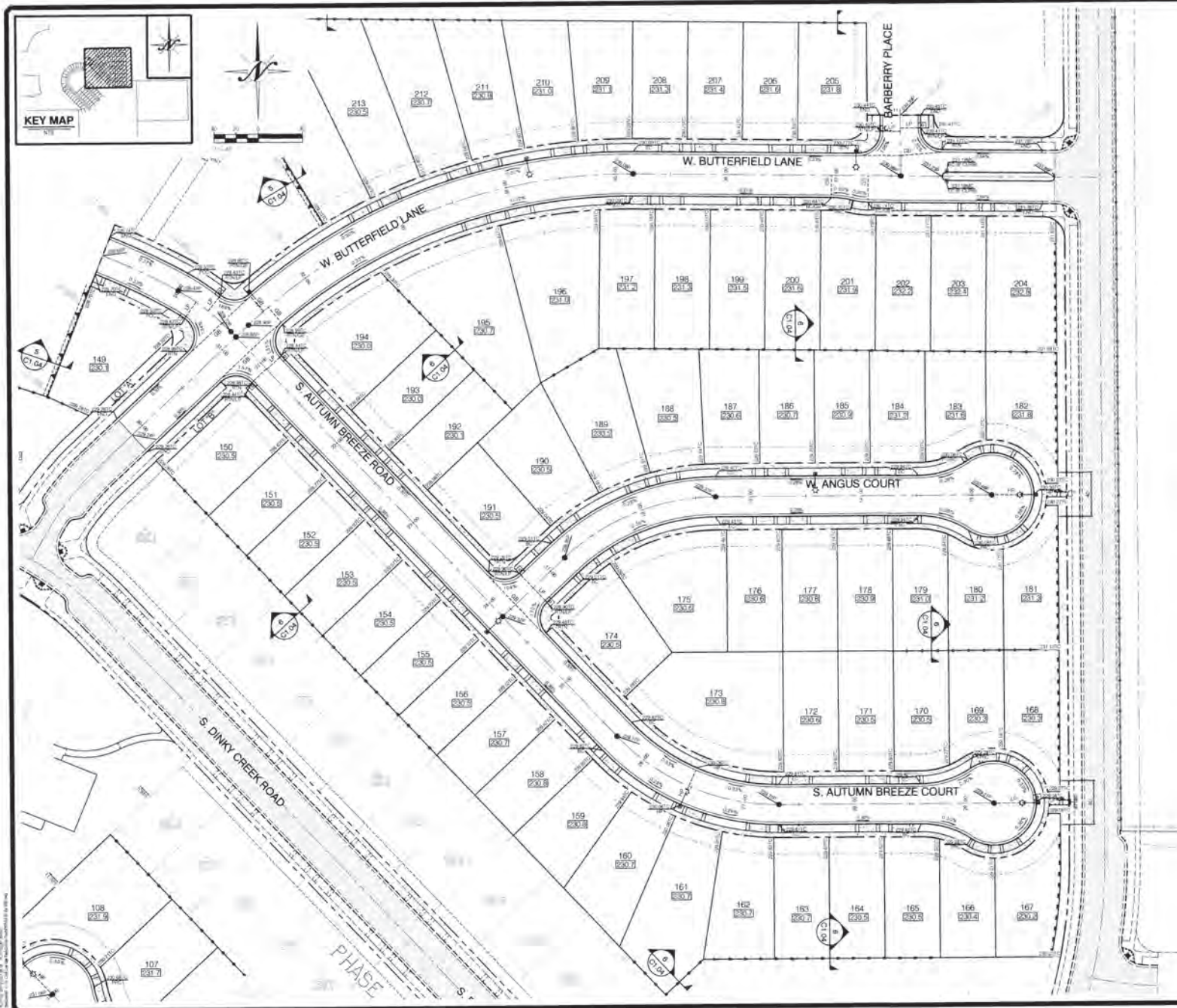
**CALCULATED SITE, SIGNING,
SIGNAGE, AND ELECTROLIER PLAN
IMPROVEMENT PLANS FOR
LIVE OAK EAST PHASE 2 TRACT 885-2
SAN FRANCISCO, CALIFORNIA**

North Star
Engineering Group, Inc.
• EOL, Thermal Stress & Structural • Plastics •
420 12th Street
Martinez, CA 94554
(925) 254-3820 Phone
(925) 254-2678 Fax

C3.02







HATCH LEGEND

EXISTING PAVEMENT	PROPOSED ASPHALT (SEE SHEET C1.01)
EXISTING CONCRETE	PROPOSED CONCRETE (SEE SHEET C1.02)

ESTIMATE OF EARTHWORK QUANTITIES

SITE	EXCAVATION C.Y.		EMBANKMENT C.Y.
	CUT	FILL	
RAW	28,688	16,171	
ADJUSTED	21,362	24,491	

EARTHWORK NOTES AND ASSUMPTION

THE QUANTITIES SHOWN ARE BASED ON THE ASSUMPTIONS AND THE PROPOSED PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND THE QUANTITIES AS APPLICABLE FOR THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND THE QUANTITIES AS APPLICABLE FOR THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND THE QUANTITIES AS APPLICABLE FOR THE PROJECT.

GENERAL GRADING NOTES

1. ALL THE EXISTING GRADES SHOWN ON SHEET C1.01 AND C1.02 ARE BASED ON THE CITY OF HANFORD STANDARD SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND THE QUANTITIES AS APPLICABLE FOR THE PROJECT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND THE QUANTITIES AS APPLICABLE FOR THE PROJECT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND THE QUANTITIES AS APPLICABLE FOR THE PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND THE QUANTITIES AS APPLICABLE FOR THE PROJECT.

SITE PLAN GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND THE QUANTITIES AS APPLICABLE FOR THE PROJECT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND THE QUANTITIES AS APPLICABLE FOR THE PROJECT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND THE QUANTITIES AS APPLICABLE FOR THE PROJECT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND THE QUANTITIES AS APPLICABLE FOR THE PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND THE QUANTITIES AS APPLICABLE FOR THE PROJECT.

APPROVALS

APPROVED FOR THE CITY OF HANFORD: [Signature]

DATE: AUG 2, 2021

CITY ENGINEER: [Signature]

DATE: [Blank]

CONTRACTOR: [Signature]

DATE: [Blank]

GRADING AND DRAINAGE PLAN

IMPROVEMENT PLANS FOR

LIVE OAK EAST PHASE 2 TRACT 865-2

HANFORD, CALIFORNIA

North Star Engineering Group, Inc.

402 W. 1st Street, Suite 100, Hanford, CA 93231

TEL: 559-551-1111 FAX: 559-551-1112

APPROVED FOR THE CITY OF HANFORD: [Signature]

DATE: AUG 2, 2021

CITY ENGINEER: [Signature]

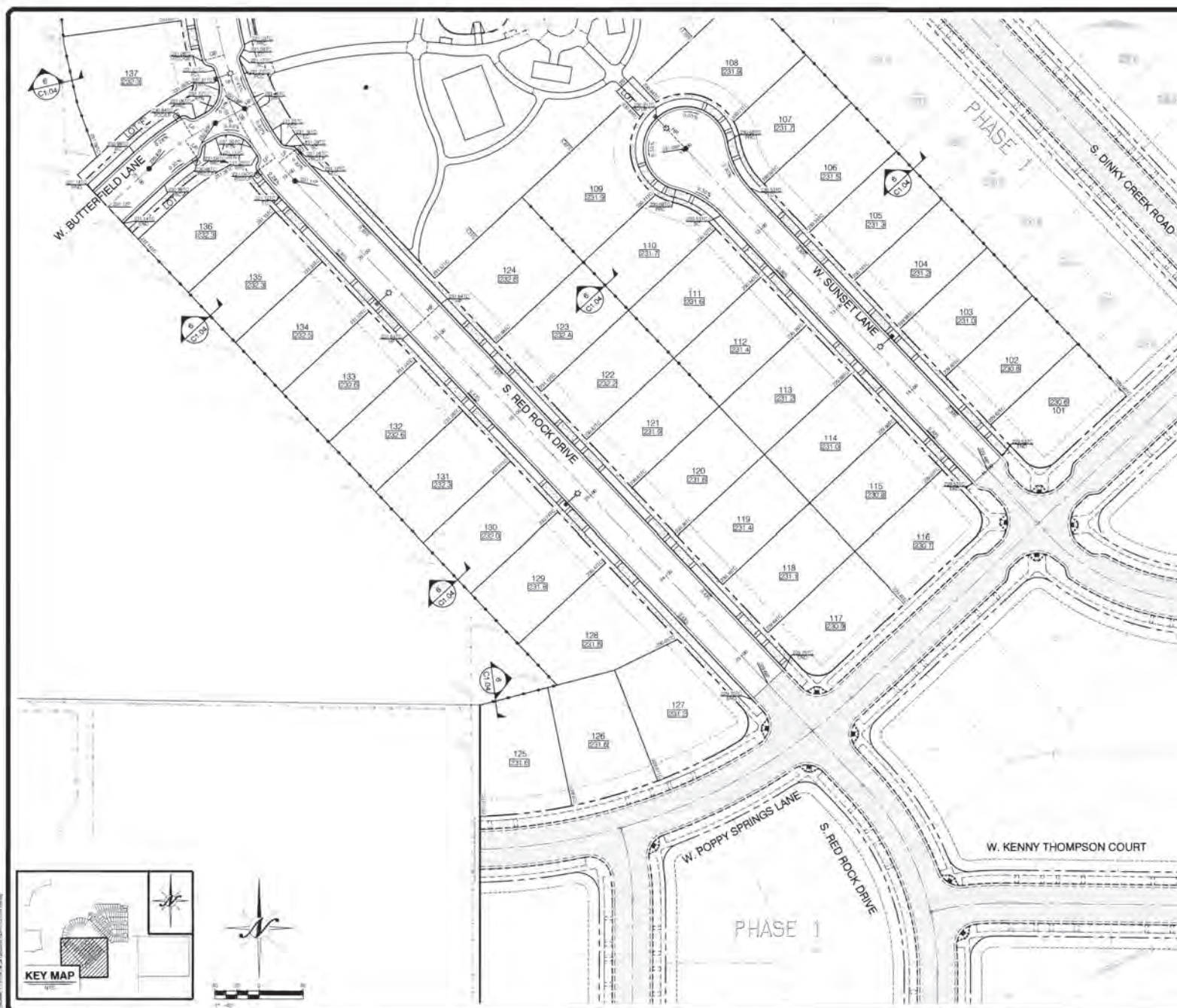
DATE: [Blank]

CONTRACTOR: [Signature]

DATE: [Blank]

SHEET NUMBER

C4.02



HATCH LEGEND

[Hatch Pattern]	EXISTING PAVEMENT	[Hatch Pattern]	PROPOSED ASPHALT (SEE SHEET C-4)
[Hatch Pattern]	EXISTING CONCRETE	[Hatch Pattern]	PROPOSED CONCRETE (SEE SHEET C-4)

ESTIMATE OF EARTHWORK QUANTITIES

SITE	EXCAVATION C.Y.		EMBANKMENT C.Y.	
	CUT	FILL	CUT	FILL
RAW	25,658	16,171		
ADJUSTED	21,352	34,431		

EARTHWORK NOTES AND ASSUMPTIONS

- THE QUANTITIES SHOWN ARE BASED ON THE ASSUMPTIONS AND NOTES SET FORTH IN THE SPECIFICATIONS, STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, AND THE CITY OF HANFORD SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE QUANTITIES AND FOR OBTAINING NECESSARY PERMITS AND APPROVALS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FOR THE EXCAVATION AND EMBANKMENT WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FOR THE EXCAVATION AND EMBANKMENT WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FOR THE EXCAVATION AND EMBANKMENT WORK.
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- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FOR THE EXCAVATION AND EMBANKMENT WORK.
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- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FOR THE EXCAVATION AND EMBANKMENT WORK.

GENERAL GRADING NOTES

- ALL GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF HANFORD SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FOR THE GRADING WORK.
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- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FOR THE GRADING WORK.

SITE PLAN GENERAL NOTES

- ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF THE LOT OR TO THE CENTERLINE OF THE EASEMENT, UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FOR THE SITE PLAN WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FOR THE SITE PLAN WORK.
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- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FOR THE SITE PLAN WORK.

APPROVALS

APPROVED FOR THE CITY OF HANFORD: _____

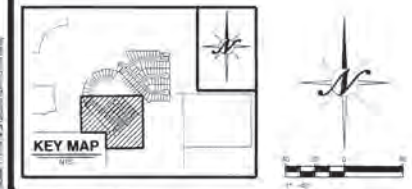
DATE: AUG 2, 2021

APPROVED FOR THE ENGINEER: _____

DATE: _____

APPROVED FOR THE CONTRACTOR: _____

DATE: _____



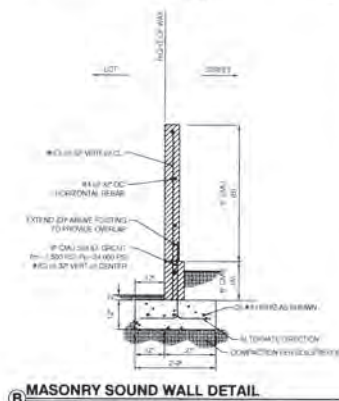
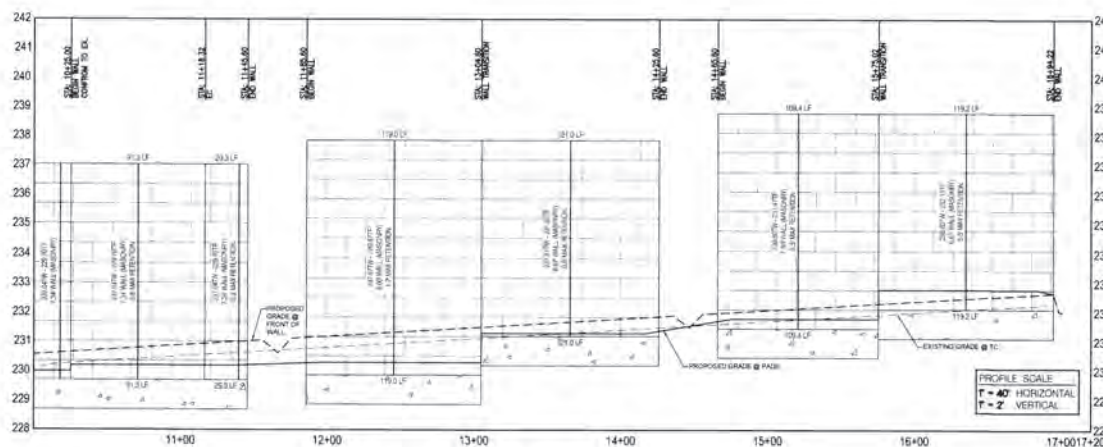
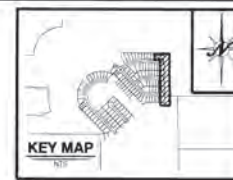
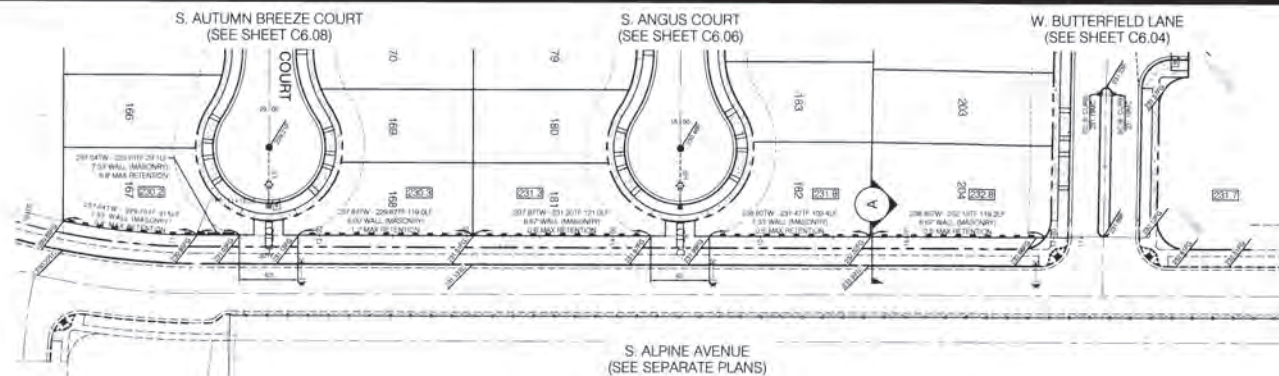
GRADING AND DRAINAGE PLAN

IMPROVEMENT PLANS FOR LIVE OAK EAST PHASE 2 TRACT 865-2 HANFORD, CALIFORNIA

North Star Engineering Group, Inc.
 12501 LIVE OAK STREET, SUITE 100
 HANFORD, CA 93230
 (559) 831-1111
 FAX: (559) 831-1112

DATE: AUG 2, 2021

SHEET NUMBER: C4.03



CONSTRUCTION NOTES

1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF HANFORD SPECIFICATIONS.
2. SHOULDER SHALL BE FORMED IN ALL CASES FOR 50' MIN. (SEE SPECIFICATIONS FOR MORE DETAILS).
3. MORTAR SHALL BE PORTLAND CEMENT AND SAND MIXTURE (1:3 RATIO).
4. JOINTS FOR FILLING SHALL BE 1/2\"/>

WALL HEIGHT AND REINFORCEMENT TABLE					
WALL HEIGHT	#1 CMU HEIGHT (A)	#1 CMU HEIGHT (B)	REBAR (C)	OVERLAP (D)	MAX RETAINING (E)
4'-0"	NONE	4'-0"	#4	20"	0.80
7'-0"	1'-0"	6'-0"	#4	30"	0.80
9'-0"	1'-0"	6'-0"	#4	30"	1.20

TYPICAL WALL CROSS SECTION

WALL NOTES

1. ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, AND DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF HANFORD SPECIFICATIONS.
2. ALL FINAL DIMENSIONS FOR EXISTING AND PROPOSED SHALL BE IN ACCORDANCE WITH THE CITY OF HANFORD SPECIFICATIONS.
3. ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM CENTERLINE OF ROAD OR CENTERLINE OF DRIVEWAY UNLESS OTHERWISE NOTED.
4. SIDEWALKS, DRIVEWAYS AND DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF HANFORD SPECIFICATIONS.
5. TOP OF GRADE TO BE SHOWN ON THE PLANS.

APPROVALS

APPROVED SUBJECT TO THE DATA SHOWN. THE CITY OF HANFORD AND THE ENGINEER ARE NOT RESPONSIBLE FOR CONSTRUCTION DETAILS THAT MAY BE PRESENT ON THESE PLANS.

DATE: AUG 2 5 2017

WALL PLAN

IMPROVEMENT PLANS FOR

LIVE OAK EAST PHASE 2 TRACT 865-2

HANFORD, CALIFORNIA

DATE: _____

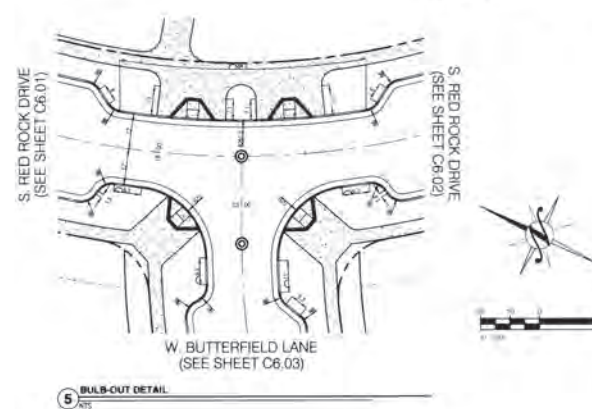
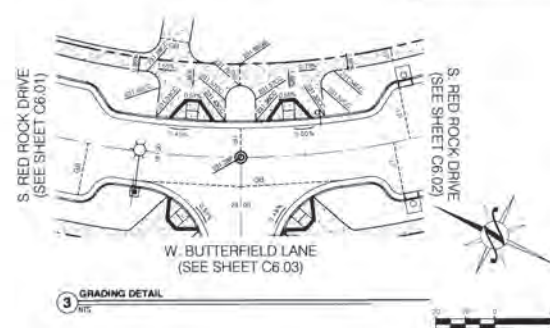
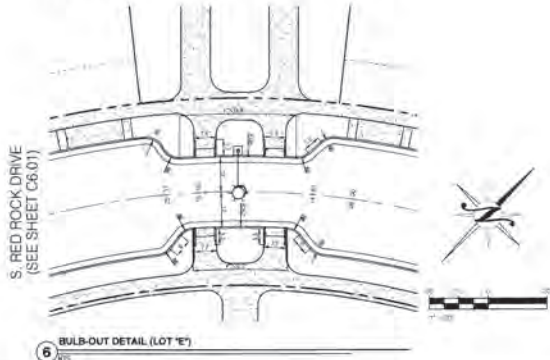
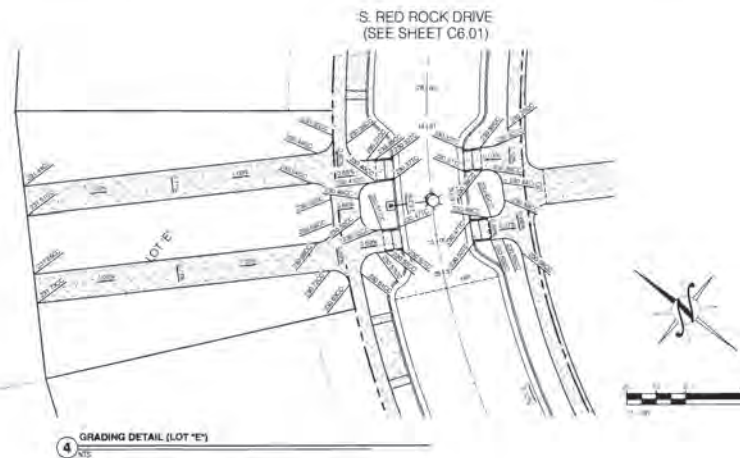
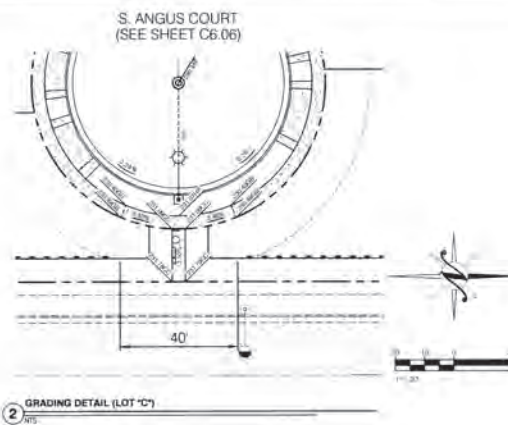
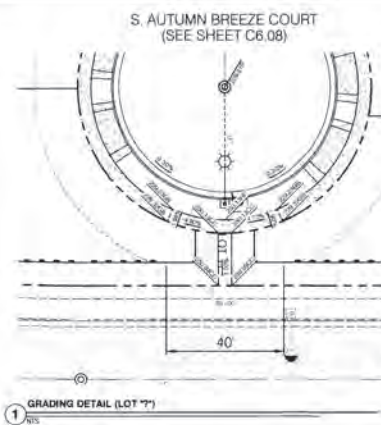
DESCRIPTION: _____

BY: _____

CHECKED: _____

APPROVED: _____

34.04



WALL NOTES

- ALL CURBS, CURB WALLS, SIDEWALKS, INTERSECTIONS, AND IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (STANDARD SPECIFICATIONS).
- ALL FINAL DRAINAGE FOR ROADSIDE DRAINAGE AND LOT DRAINAGE SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (STANDARD SPECIFICATIONS).
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE, FACE OF CURB OR FACE OF SIDEWALK, CURB LINE OR STRIPING, AND OR PROPOSED EXISTING RIGHT-OF-WAY.
- TOOLMARKS, MEASUREMENT AND VARIATIONS WILL BE REQUIRED BY LOCATION WHERE SHOWN AS SHOWN IN FIELD. THIS SHALL BE SHOWN ON SURVEY AND BOUNDARY SURVEY FOR IMPROVEMENT PLANS.
- CONTRACTOR TO CONSIDER ALL NEW DRAINAGE SYSTEMS TO EXISTING DRAINAGE AS SHOWN ON THIS PLAN.

APPROVALS

DESIGNED: (SEE SHEET C6.01) THE CITY OF HANFORD AND THE ENGINEERING ARE NOT RESPONSIBLE FOR CONSTRUCTION. CHANGES THAT MAY BE PRESENT ON THESE PLANS.

CITY ENGINEER: *[Signature]* DATE: AUG 2 5 2021



DAVID A. SMITH
PROFESSIONAL ENGINEER
LICENSE NO. 12345
STATE OF CALIFORNIA

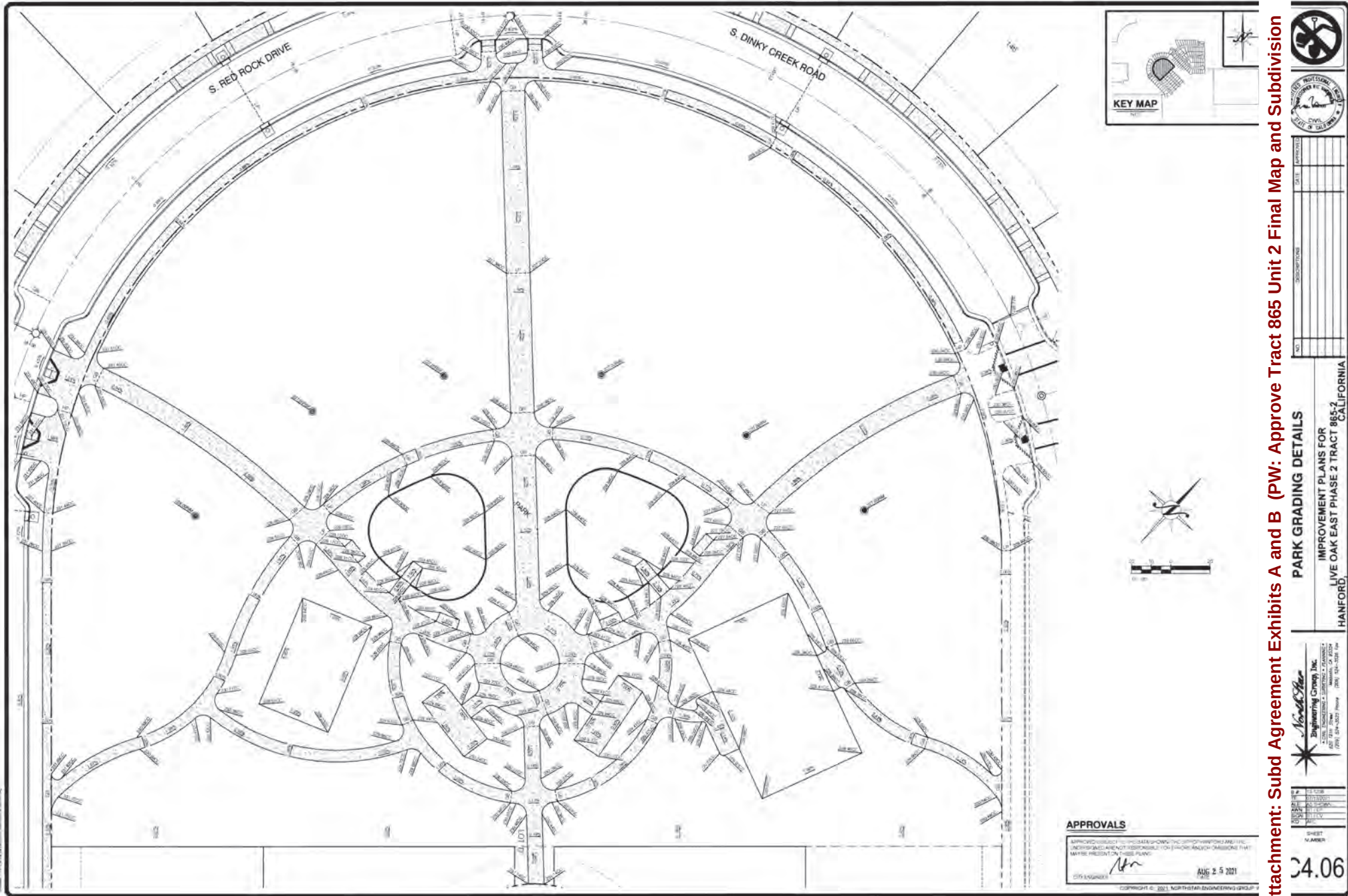
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5		
6		

SIDEWALK AND BULB-OUT DETAILS

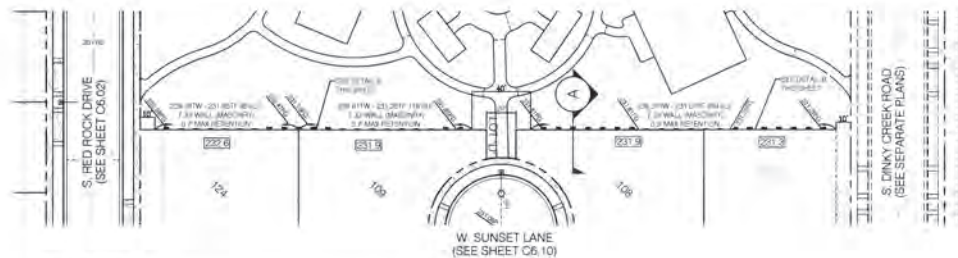
IMPROVEMENT PLANS FOR
LIVE OAK EAST PHASE 2 TRACT 865-2
HANFORD, CALIFORNIA

[Signature]
Engineering Group, Inc.
1000 N. GARDEN ST., SUITE 100
HANFORD, CA 93230
(559) 831-1234

C4.05

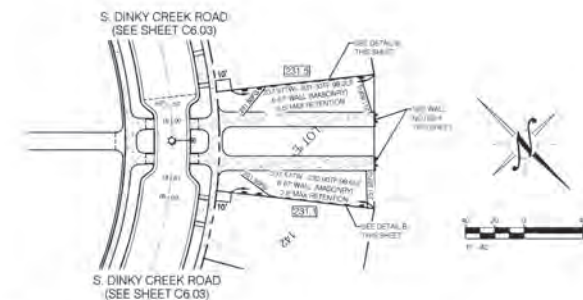


Attachment: Subd Agreement Exhibits A and B (PW: Approve Tract 865 Unit 2 Final Map and Subdivision



1 WALL DETAIL

1/15



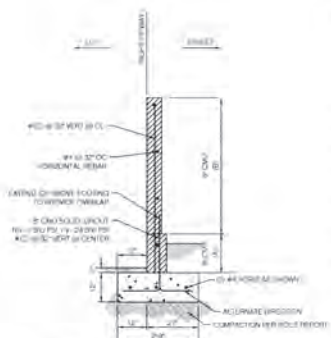
2 WALL DETAIL

1/15



3 RETAINING WALL DETAIL

1/15



B 6.67' AND 7.33' MASONRY SOUND WALL DETAIL

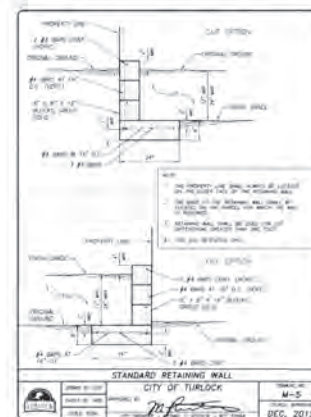
1/15

1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CBC.
2. CONCRETE SHALL BE Poured in one lift and shall be finished with a trowel.
3. MASONRY SHALL BE PORTLAND CEMENT AND SAND MASONRY (PM) TYPE S.
4. REINFORCEMENT SHALL BE 1/2" DIA. STEEL BARS.
5. REINFORCEMENT SHALL BE 1/2" DIA. STEEL BARS.
6. REINFORCEMENT SHALL BE 1/2" DIA. STEEL BARS.
7. REINFORCEMENT SHALL BE 1/2" DIA. STEEL BARS.
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11. REINFORCEMENT SHALL BE 1/2" DIA. STEEL BARS.
12. REINFORCEMENT SHALL BE 1/2" DIA. STEEL BARS.

WALL HEIGHT	6' CMH HEIGHT (A)	6' CMH HEIGHT (B)	REBAR (C)	CHALK (D)	MAX REBAR (E)
6' 0"	NONE	6' 0"	#4	3"	3"
6' 3"	1.00	6' 3"	#4	3"	3"
6' 6"	1.00	6' 6"	#4	3"	3"



C RETAINING WALL DETAIL



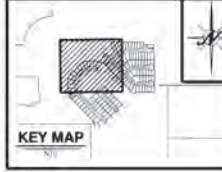
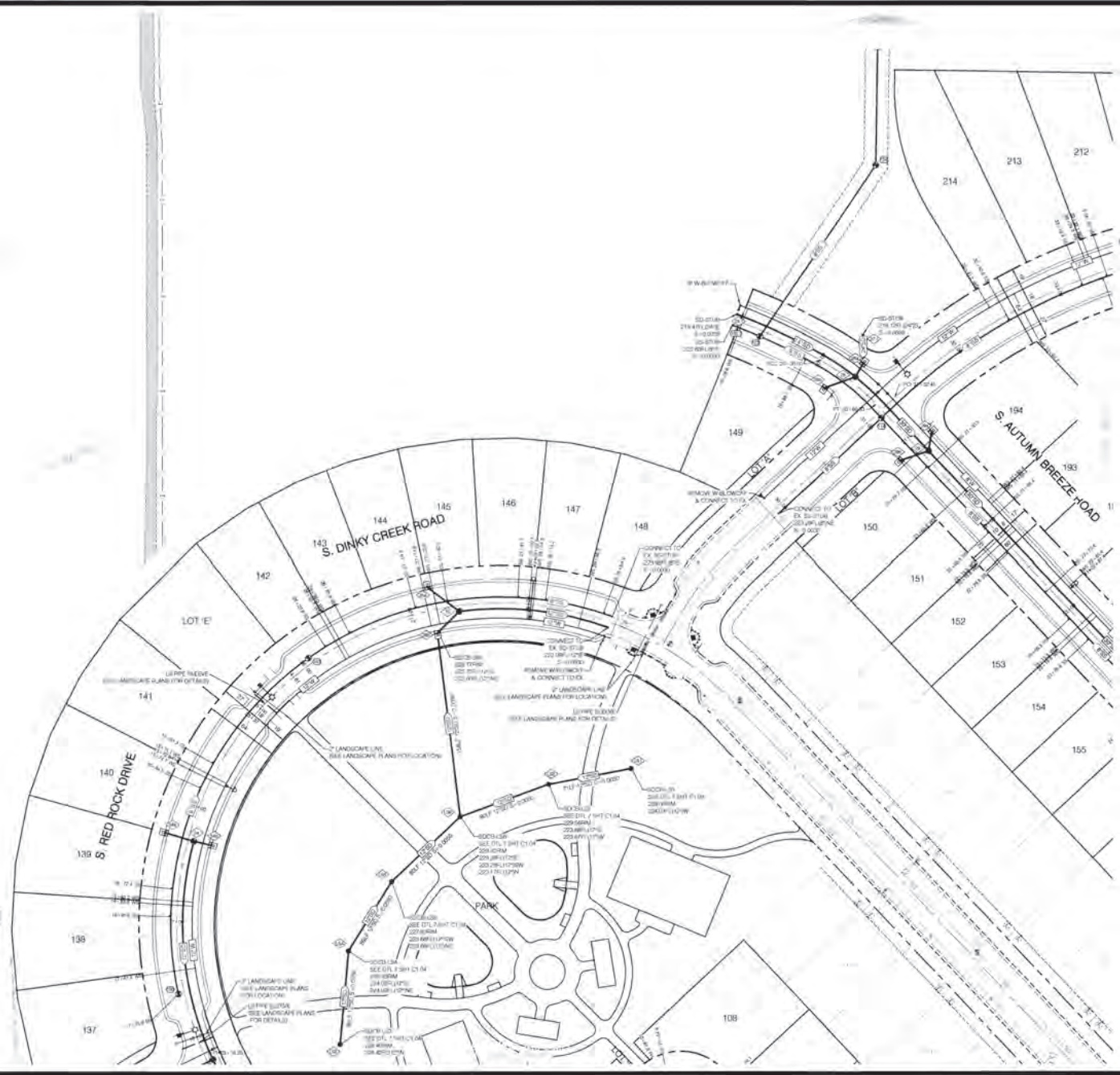
A TYPICAL WALL CROSS SECTION

WALL NOTES

1. ALL CHANGES (OTHER THAN REVISIONS) SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CBC.
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11. ALL CHANGES (OTHER THAN REVISIONS) SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CBC.
12. ALL CHANGES (OTHER THAN REVISIONS) SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CBC.

APPROVALS

APPROVED FOR THE CITY OF TURLOCK: *[Signature]* 11/1/21
 APPROVED FOR THE CITY OF TURLOCK: *[Signature]* 11/1/21



UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING UTILITIES (WATER, SEWER, STORM, GAS, ETC.) AND AVOID THEM. IF A UTILITY IS LOCATED WITHIN THE CONSTRUCTION AREA, THE CONTRACTOR SHALL PROTECT IT BY INSTALLING A PROTECTIVE PIPE OR CULVERT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL PROTECT EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, AND GAS MAIN. IF A UTILITY IS LOCATED WITHIN THE CONSTRUCTION AREA, THE CONTRACTOR SHALL PROTECT IT BY INSTALLING A PROTECTIVE PIPE OR CULVERT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
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SEWER GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING SEWER MAIN, MANHOLE, AND STORM MAIN. IF A UTILITY IS LOCATED WITHIN THE CONSTRUCTION AREA, THE CONTRACTOR SHALL PROTECT IT BY INSTALLING A PROTECTIVE PIPE OR CULVERT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
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STORM GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING STORM MAIN, MANHOLE, AND STORM MAIN. IF A UTILITY IS LOCATED WITHIN THE CONSTRUCTION AREA, THE CONTRACTOR SHALL PROTECT IT BY INSTALLING A PROTECTIVE PIPE OR CULVERT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL PROTECT EXISTING STORM MAIN, MANHOLE, AND STORM MAIN. IF A UTILITY IS LOCATED WITHIN THE CONSTRUCTION AREA, THE CONTRACTOR SHALL PROTECT IT BY INSTALLING A PROTECTIVE PIPE OR CULVERT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL PROTECT EXISTING STORM MAIN, MANHOLE, AND STORM MAIN. IF A UTILITY IS LOCATED WITHIN THE CONSTRUCTION AREA, THE CONTRACTOR SHALL PROTECT IT BY INSTALLING A PROTECTIVE PIPE OR CULVERT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.

WATER GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING WATER MAIN, MANHOLE, AND STORM MAIN. IF A UTILITY IS LOCATED WITHIN THE CONSTRUCTION AREA, THE CONTRACTOR SHALL PROTECT IT BY INSTALLING A PROTECTIVE PIPE OR CULVERT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL PROTECT EXISTING WATER MAIN, MANHOLE, AND STORM MAIN. IF A UTILITY IS LOCATED WITHIN THE CONSTRUCTION AREA, THE CONTRACTOR SHALL PROTECT IT BY INSTALLING A PROTECTIVE PIPE OR CULVERT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL PROTECT EXISTING WATER MAIN, MANHOLE, AND STORM MAIN. IF A UTILITY IS LOCATED WITHIN THE CONSTRUCTION AREA, THE CONTRACTOR SHALL PROTECT IT BY INSTALLING A PROTECTIVE PIPE OR CULVERT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
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APPROVALS

APPROVED: [Signature] DATE: AUG 2 5 2021
CITY ENGINEER

COMPOSITE UTILITY PLAN

IMPROVEMENT PLANS FOR
LIVE OAK EAST PHASE 2 TRACT 865-2
HANFORD, CALIFORNIA

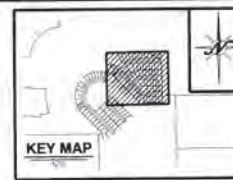
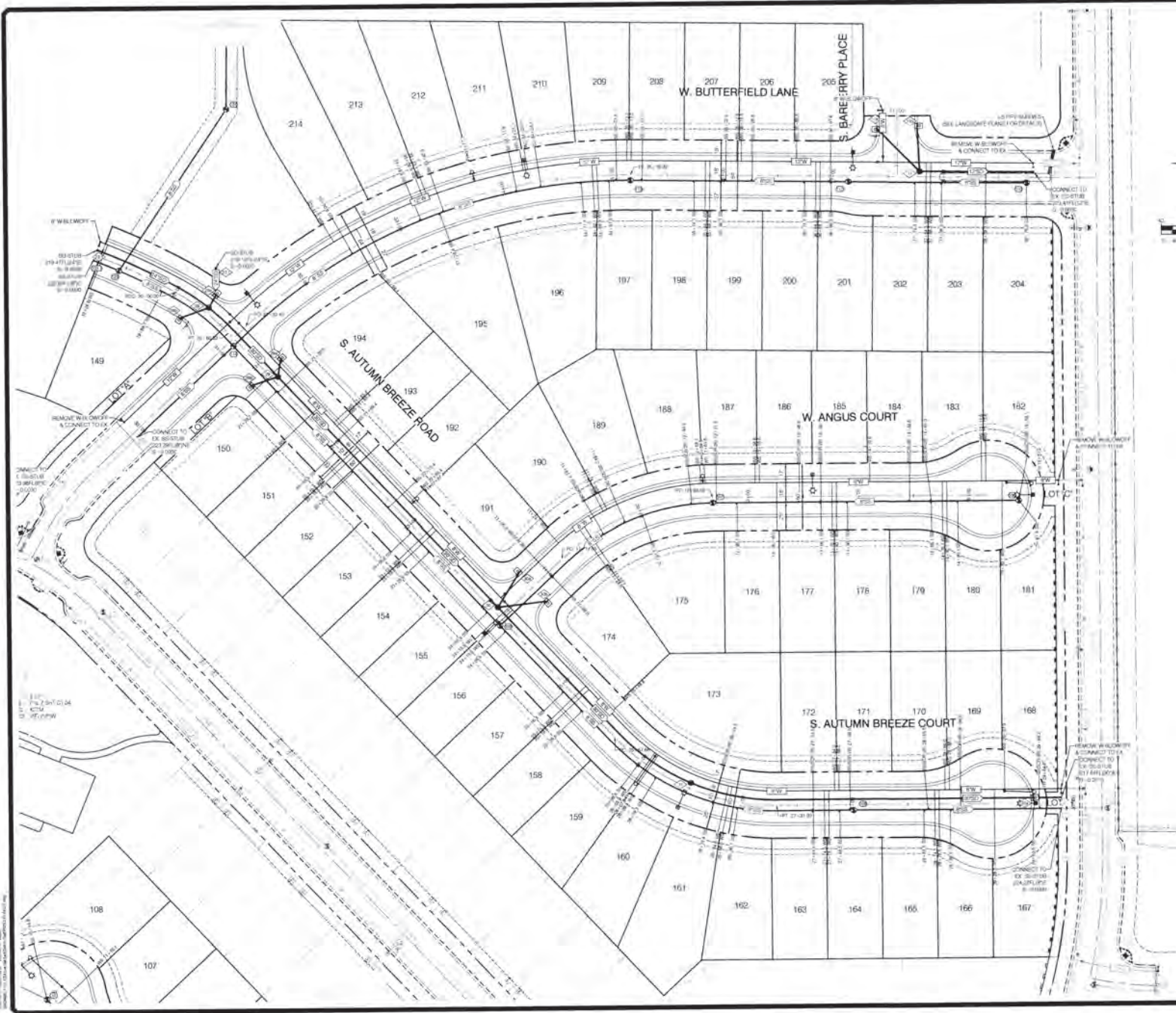
North Star Engineering Group, Inc.
1000 E. 1st Street, Suite 100, Hanford, CA 93230
(559) 831-1111

APPROVALS

NO.	DATE	APPROVED
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10		

SHEET NUMBER

C5.01



UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING UTILITIES. IF ANY UTILITIES ARE LOCATED WITHIN THE PROJECT AREA, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND DEPTH DETERMINATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HANFORD AND THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL PROTECT EXISTING UTILITIES. IF ANY UTILITIES ARE LOCATED WITHIN THE PROJECT AREA, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND DEPTH DETERMINATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HANFORD AND THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) PRIOR TO CONSTRUCTION.
- ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED AT ALL TIMES. IF ANY UTILITIES ARE LOCATED WITHIN THE PROJECT AREA, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND DEPTH DETERMINATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HANFORD AND THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) PRIOR TO CONSTRUCTION.
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SEWER GENERAL NOTES

- ALL CONSTRUCTION TO EXISTING SEWER MAINS SHALL BE IN ACCORDANCE WITH THE CITY OF HANFORD STANDARD SPECIFICATIONS AND THE CALIFORNIA STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HANFORD AND THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) PRIOR TO CONSTRUCTION.
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STORM GENERAL NOTES

- ALL CONSTRUCTION TO EXISTING STORM MAINS SHALL BE IN ACCORDANCE WITH THE CITY OF HANFORD STANDARD SPECIFICATIONS AND THE CALIFORNIA STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HANFORD AND THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) PRIOR TO CONSTRUCTION.
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WATER GENERAL NOTES

- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HANFORD AND THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) PRIOR TO CONSTRUCTION.
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APPROVALS

APPROVED FOR THE CITY OF HANFORD: _____
 DATE: AUG 25 2021
 CITY ENGINEER: _____

Attachment: Subd Agreement Exhibits A and B (PW: Approve Tract 865 Unit 2 Final Map and Subdivision

COMPOSITE UTILITY PLAN

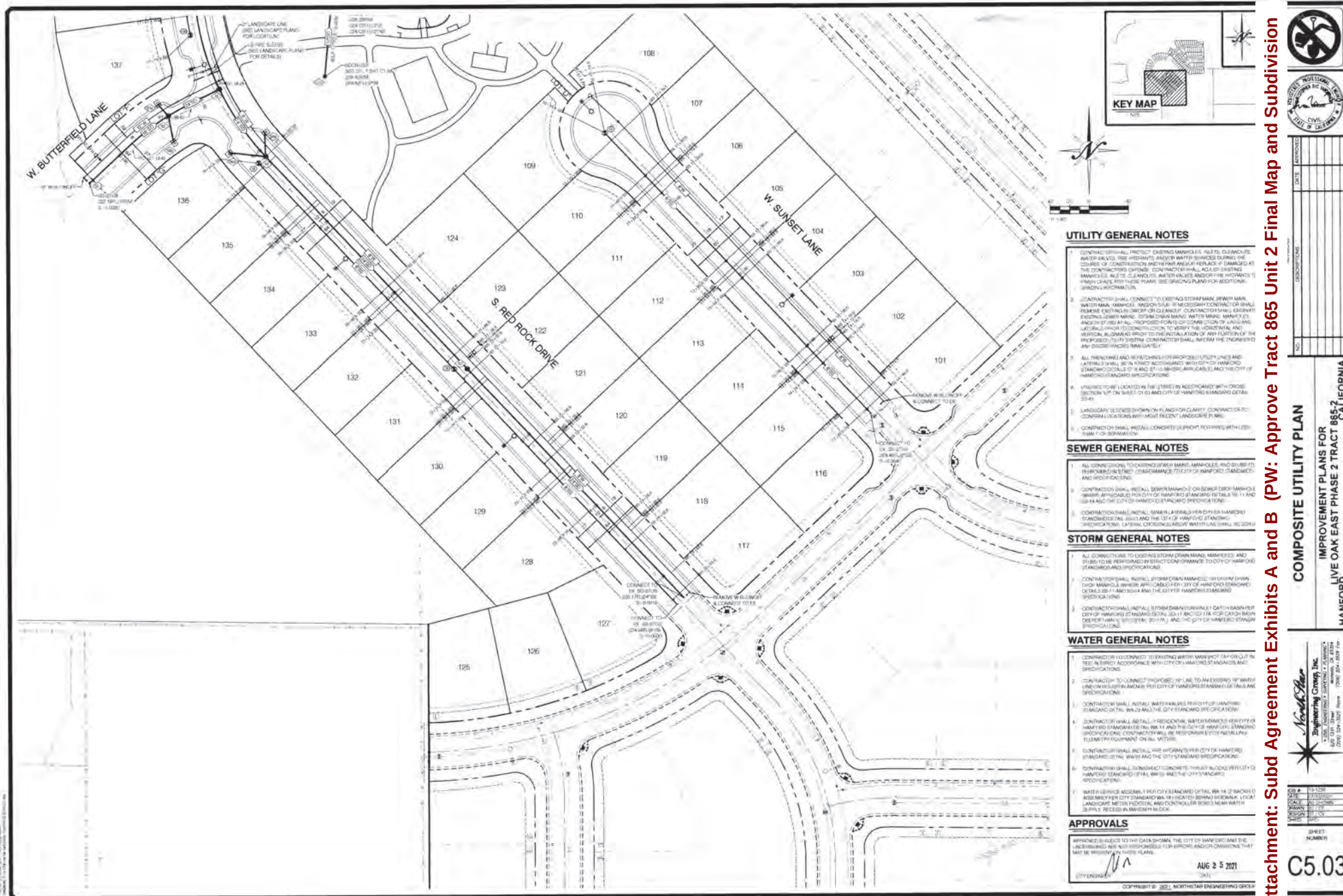
IMPROVEMENT PLANS FOR

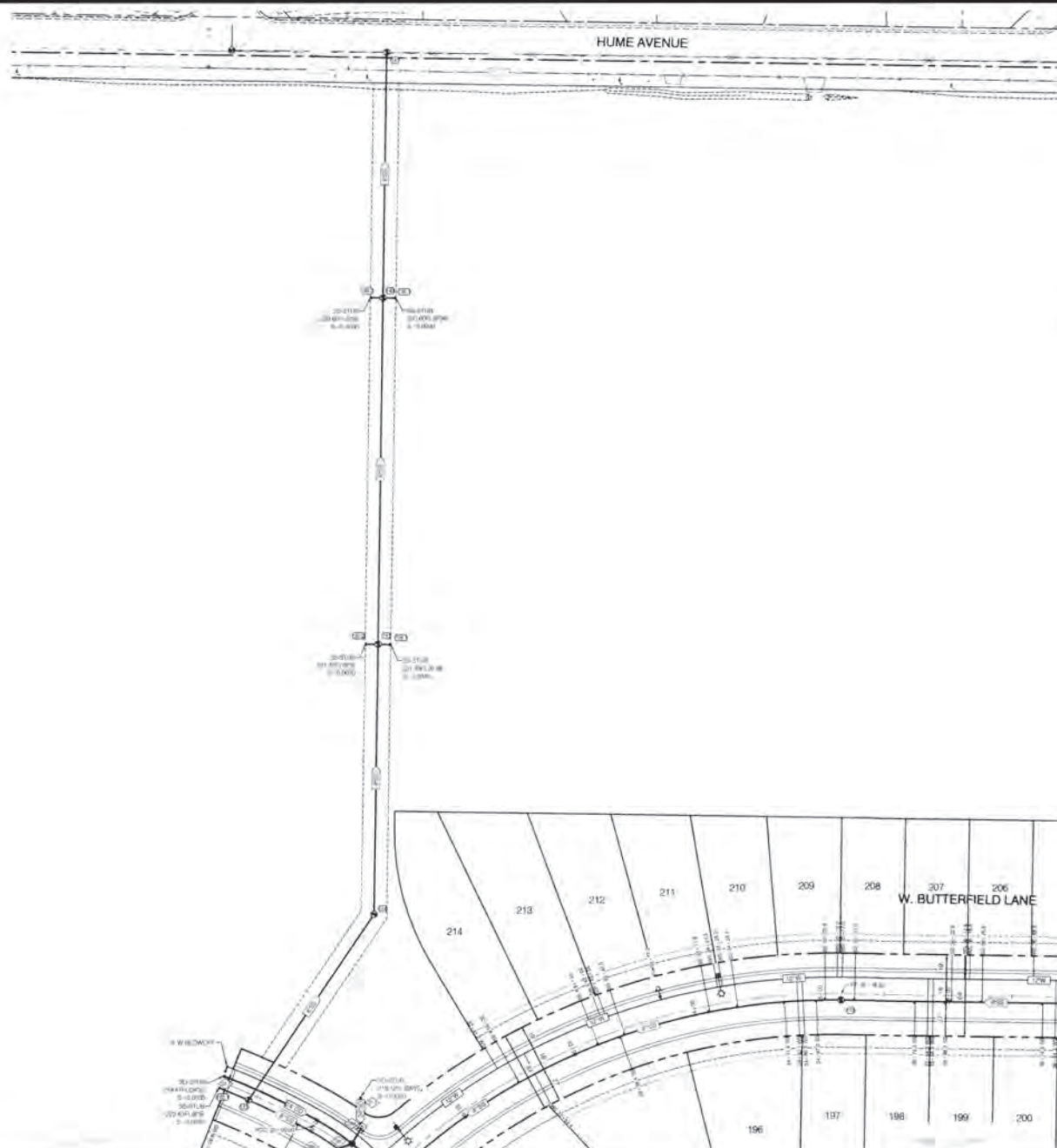
LIVE OAK EAST PHASE 2 TRACT 865-2

HANFORD, CALIFORNIA

North Star Engineering Group, Inc.
 1000 W. 1st St., Suite 100
 Hanford, CA 93230
 (559) 831-1234
 FAX: (559) 831-1235
 www.northstar-engineering.com

SHEET NUMBER: **C5.02**





UTILITY GENERAL NOTES

- CONTRACTOR SHALL NOTIFY DISTRICT ENGINEER 48 HOURS IN ADVANCE TO DISCUSS AND
VALUATION. FIELD MEASUREMENTS AND/OR VISUAL INSPECTION DURING THE
CONTRACTOR SHALL CONDUCT VISUAL INSPECTION OF THE EXISTING PAVEMENT
CONTRACTOR SHALL NOTIFY DISTRICT ENGINEER 48 HOURS IN ADVANCE TO DISCUSS AND
VALUATION. FIELD MEASUREMENTS AND/OR VISUAL INSPECTION DURING THE
CONTRACTOR SHALL CONDUCT VISUAL INSPECTION OF THE EXISTING PAVEMENT
CONTRACTOR SHALL NOTIFY DISTRICT ENGINEER 48 HOURS IN ADVANCE TO DISCUSS AND
VALUATION. FIELD MEASUREMENTS AND/OR VISUAL INSPECTION DURING THE

SEWER GENERAL NOTES

1. ALL CONNECTIONS TO EXISTING SEWER MAINS, MANHOLES AND STUES TO BE PERFORMED IN STRICT CONFORMANCE TO CITY OF HANFORD STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR SHALL INSTALL SEWER MANHOLE, DESIGNER CITY OF HANFORD, WHERE APPLICABLE, CITY OF HANFORD STANDARD DETAILS 501.1 AND 501.1A AND THE CITY OF HANFORD STANDARD SPECIFICATIONS.
3. CONTRACTOR SHALL INSTALL SEWER LATERALS PER CITY OF HANFORD STANDARD DETAILS 502.2 AND THE CITY OF HANFORD STANDARD SPECIFICATIONS. LATERAL CHANGES ABOVE WATERLINE SHALL BE PERFORMED IN STRICT CONFORMANCE TO CITY OF HANFORD STANDARDS AND SPECIFICATIONS.

STORM GENERAL NOTES

1. ALL CONNECTIONS TO EXISTING STORM DRAIN MANHOLE, MANHOLE, AND STUBS TO BE PER CHAD IN STRICT CONFORMANCE TO CITY OF HAMPSHIRE (IF APPLICABLE) SPECIFICATIONS.
2. CONTRACTOR SHALL INSTALL STORM DRAIN MANHOLE PER STORM DRAIN MANHOLE (WHILE APPLICABLE) PER CITY OF HAMPSHIRE STANDARD DETAILS DB-11 AND SS-11 AND THE CITY OF HAMPSHIRE STANDARD SPECIFICATIONS.
3. CONTRACTOR SHALL INSTALL STORM DRAIN CURB AND PATCH BASIN PER CITY OF HAMPSHIRE STANDARD DETAILS DB-11 AND SS-11 FOR PATCH BASIN. BEYOND 8" (SEE DETAIL DB-11A) AND THE CITY OF HAMPSHIRE STANDARD SPECIFICATIONS.

WATER GENERAL NOTES

1. CONTRACTOR TO CONNECT TO EXISTING WATER MAINS AND TO THE CITY OF HANFORD STANDARD SPECIFICATIONS.
2. CONTRACTOR TO CONNECT INPROVED UP TO AN EXISTING WATER MAIN OR TO THE CITY OF HANFORD STANDARD SPECIFICATIONS.
3. CONTRACTOR SHALL INSTALL WATER VALVE PER CITY OF HANFORD STANDARD SPECIFICATIONS AND THE CITY STANDARD SPECIFICATIONS.
4. CONTRACTOR SHALL INSTALL A RESIDUAL WATER BACKFLOW PREVENTER PER CITY OF HANFORD STANDARD SPECIFICATIONS AND THE CITY STANDARD SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL INSTALLATION EQUIPMENT ON ALL METERS.
5. CONTRACTOR SHALL INSTALL FIRE HYDRANT PER CITY OF HANFORD STANDARD SPECIFICATIONS AND THE CITY STANDARD SPECIFICATIONS.
6. CONTRACTOR SHALL CONTRACT COMPLETE THIRY SECOND PER CITY OF HANFORD STANDARD SPECIFICATIONS AND THE CITY STANDARD SPECIFICATIONS.

APPROVALS

APPROVED SUBJECT OF THE DATA SHOWN IN THE CITY OF HANFORD AND THE
 (undersigned) ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT
 MAY BE PRESENT ON THESE PLANS

Mn

AUG 25 2021

CITY OF HANFORD

DATE

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Attachment: Subd Agreement Exhibits A and B (PW: Approve Tract 865 Unit 2 Final Map and Subdivision

[illegible]

COMPOSITE UTILITY PLAN

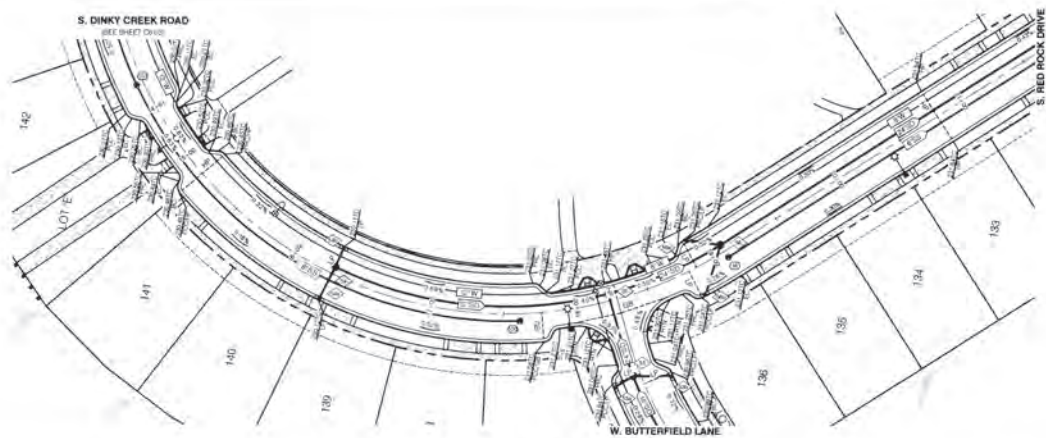
IMPROVEMENT PLANS FOR
LIVE OAK EAST PHASE 2 TRACT 865-2
SAN JOSE, CALIFORNIA



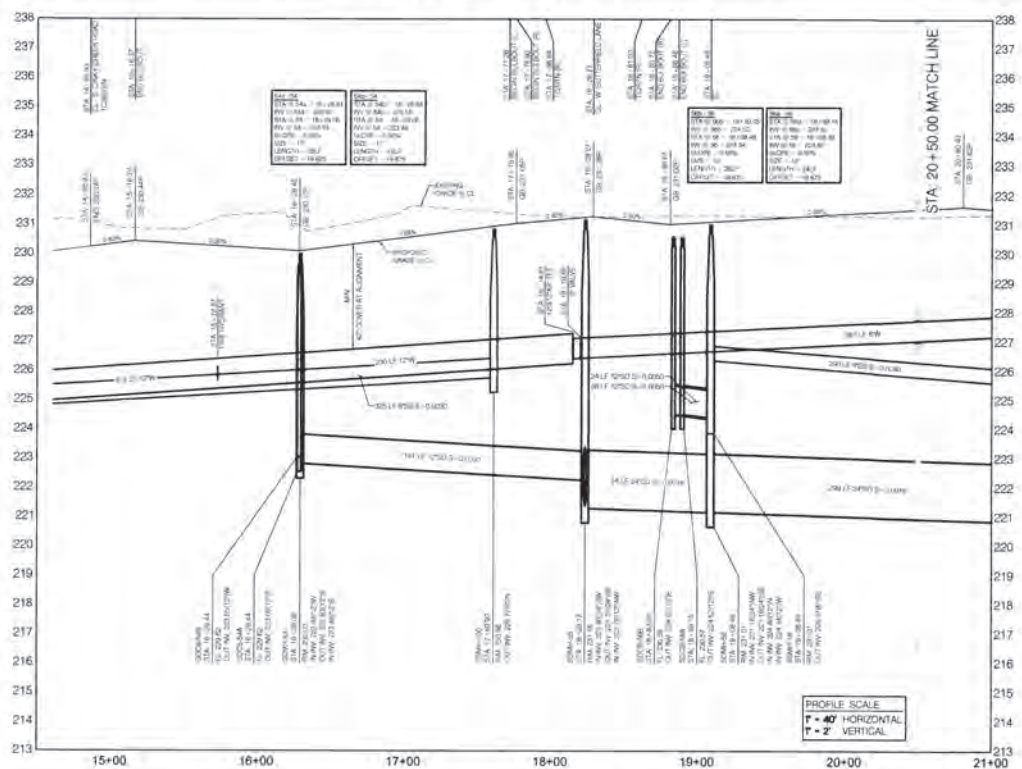
HS #	15-9999
ATE	07/01/2001
SALR	100.0000%
SAVAN	07.75%
ESGON	01.75%
WWD	0.00%

SHEET
NUMBER

C5.04



S. RED ROCK DRIVE



UTILITY GENERAL NOTES

- CONTRACTOR SHALL VERIFY EXISTING MANHOLE, ALLEYS, CLEANOUTS, WATER VALVES, FIRE HYDRANTS, AND/OR WAIS IN RECORDS DURING THE COURSE OF CONSTRUCTION AND/OR AND/OR REPLACE IF DAMAGED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL ADJUST EXISTING MANHOLES, ALLEYS, CLEANOUTS, WATER VALVES, AND/OR WAIS TO FINISH GRADE FOR THESE PLANS. SEE GRADING PLANS FOR ADDITIONAL GRADING INFORMATION.

SITE PLAN GENERAL NOTES

- [illegible]

APPROVALS

APPROVED SUBJECT TO THE DATA SHOWN, THE CITY OF HAWAII AND THE
UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT
MAY BE PRESENT ON THESE PLANS:

NA AUG 25 2021

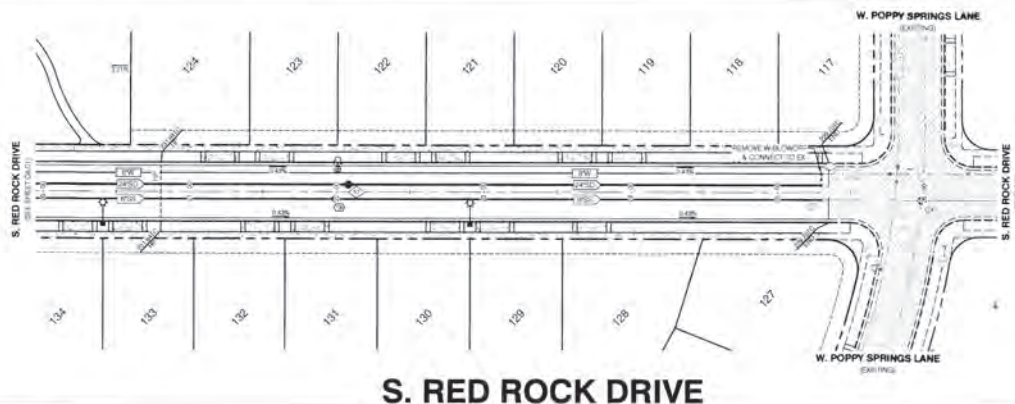
CITY ENGINEER DATE

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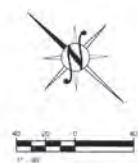
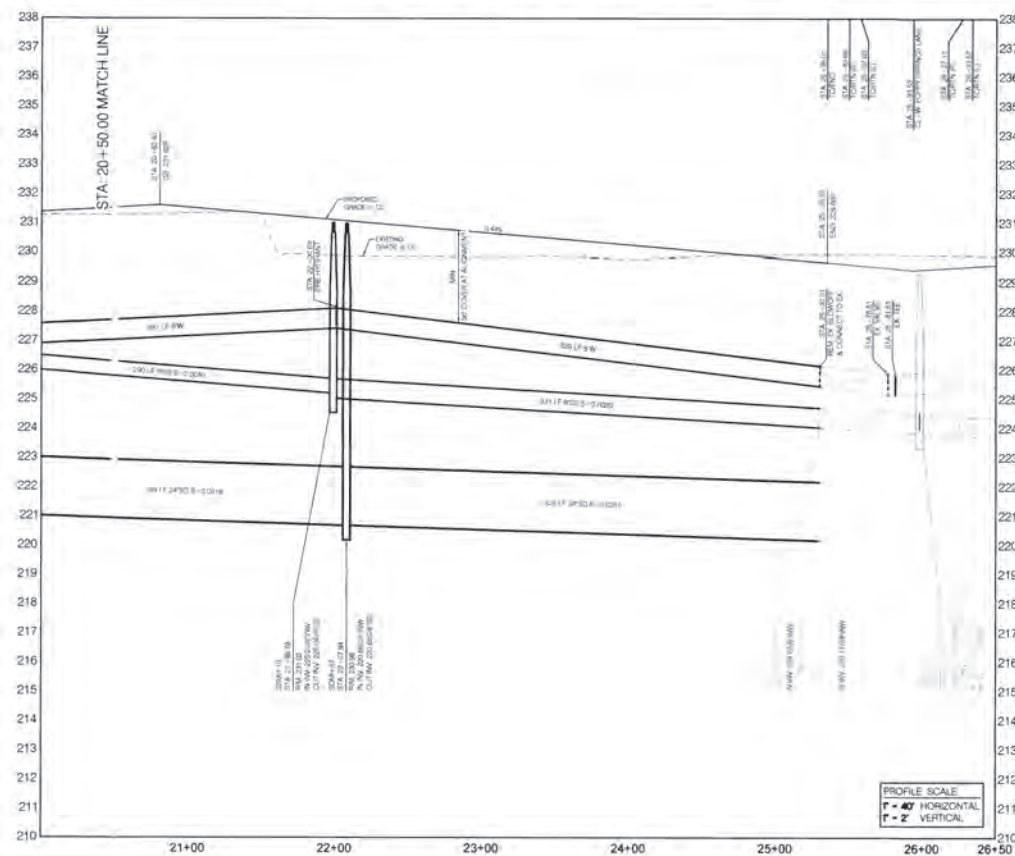
Attachment: Subd Agreement Exhibits A and B (PW: Approve Tract 865 Unit 2 Final Map and Subdivision

PLAN & PROFILE
STA: 14+50 TO 20+50
IMPROVEMENT PLANS FOR
LIVE OAK EAST PHASE 2 TRACT 88
HANFORD,

North Star
Engineering Corp., Inc.
A DIV. OF NORTH STAR GROUP, INC.
1000 North Star Blvd., Suite 100
St. Paul, MN 55108
(612) 291-3377 Fax: (612) 291-3378
E-Mail: info@northstarcorp.com



S. RED ROCK DRIVE



UTILITY GENERAL NOTES

1. CONTRACTOR SHALL PROTECT EXISTING MANHOLES, INLETS, CLEANOUTS WITH VALVES, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIRS AND/OR REPLACEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
2. CONTRACTOR SHALL PROTECT EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR STUB. IF NECESSARY, CONTRACTOR SHALL REMOVE EXISTING STUBS OR CLEANOUTS. CONTRACTOR SHALL EXCAVATE EXISTING STORM MAIN, STORM DRAIN MAIN, WATER MAIN, MANHOLE, AND/OR STUB AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERAL PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DISCREPANCIES IMMEDIATELY.
3. ALL TRENCHING AND RETAINING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF HANFORD STANDARD DETAILS ST-1 AND ST-10 WHERE APPLICABLE AND THE CITY OF HANFORD STANDARD SPECIFICATIONS.
4. UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH CITY OF HANFORD STANDARD SPECIFICATIONS.

SITE PLAN GENERAL NOTES

1. PROTECTING AND SUBSTITUTIONS & DEMO PLAN.
1. ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE OF THE LINE, EDGE OF SIDEWALK, CENTERLINE OF DRIVEWAY, OR ON PROPOSED EXISTING RIGHT-OF-WAY. REFER TO CROSS-SECTIONS ON SHEET C1-2.
2. CONTRACTOR TO VERIFY TO PROTECT FINAL MAP FOR LOCATION, ORIENTATION, AND ALIGNMENT OF PROPOSED UTILITY LINES, RIGHT-OF-WAY, AND EASEMENTS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
3. CONTRACTOR SHALL CONSTRUCT IN TRENCHES, GUTTERS, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. PAVEMENT SECTIONS TO BE IN ACCORDANCE WITH STREET SECTIONS ON SHEET C1-3 AND PER CITY OF HANFORD STANDARD SPECIFICATIONS.
4. CONTRACTOR SHALL CONSTRUCT PAVED DRIVEWAYS IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL C1-11 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
5. CONTRACTOR SHALL CONSTRUCT MEDIAN ISLAND CURBS IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL C1-11 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
6. CONTRACTOR SHALL CONSTRUCT STAIRS, SIDEWALKS, AND SIDEWALKS IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL C1-11 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
7. CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB RAMP IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL C1-11 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
8. CONTRACTOR SHALL CONSTRUCT RESIDENTIAL DRIVEWAY IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL C1-11 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS. CONTRACTOR TO NOTIFY DEVELOPER AND ENGINEER TO VERIFY PRIOR TO CONSTRUCTION OF DRIVEWAYS TO CONFIRM DRIVEWAY LOCATIONS PRIOR TO CONSTRUCTION.
9. CONTRACTOR SHALL CONSTRUCT EXPANSION JOINTS PER CITY OF HANFORD STANDARD SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AS PAVED CONCRETE DRIVEWAYS.
10. CONTRACTOR SHALL CONSTRUCT JAIL JOINT PER DETAIL C1-11 AND IN ACCORDANCE WITH CITY OF HANFORD STANDARD SPECIFICATIONS.
11. TRUNCATED CONES TO BE CAST IN PLACE, REPLACEMENT BY ADA SOLUTION OR EQUIV.
12. CONTRACTOR SHALL INSTALL OPERATIVE STREET LIGHTS APPROVED BY SOUTHERN CALIFORNIA Edison CO. IN ALL INTERSECTIONS AND LOCATIONS THAT MAY BE REQUIRED ON THESE PLANS.

APPROVALS

APPROVED BY THE CITY OF HANFORD AND THE ENGINEER ARE NOT RESPONSIBLE FOR (ERRORS AND/OR OMISSIONS THAT MAY BE PRESENT ON THESE PLANS).

DATE: AUG 2 5 2021

CITY ENGINEER: [Signature]

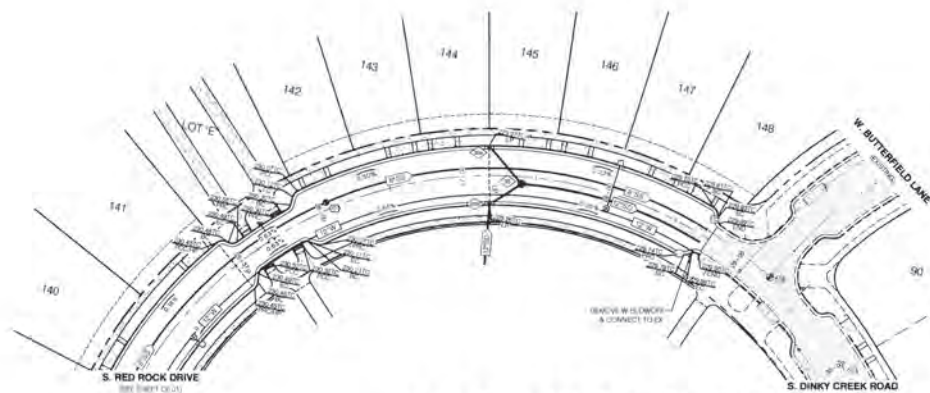
North Star
Engineering Group, Inc.
CITY ENGINEER • LICENSE # 10000
1000 1/2 ST. #1000, Hanford, CA 93230
(559) 834-1000

S. RED ROCK DRIVE
STA. 20+50 TO 26+50
IMPROVEMENT PLANS FOR
LIVE OAK EAST PHASE 2 TRACT 865-2
HANFORD, CALIFORNIA

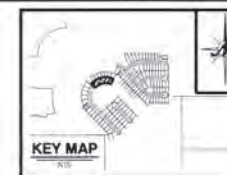
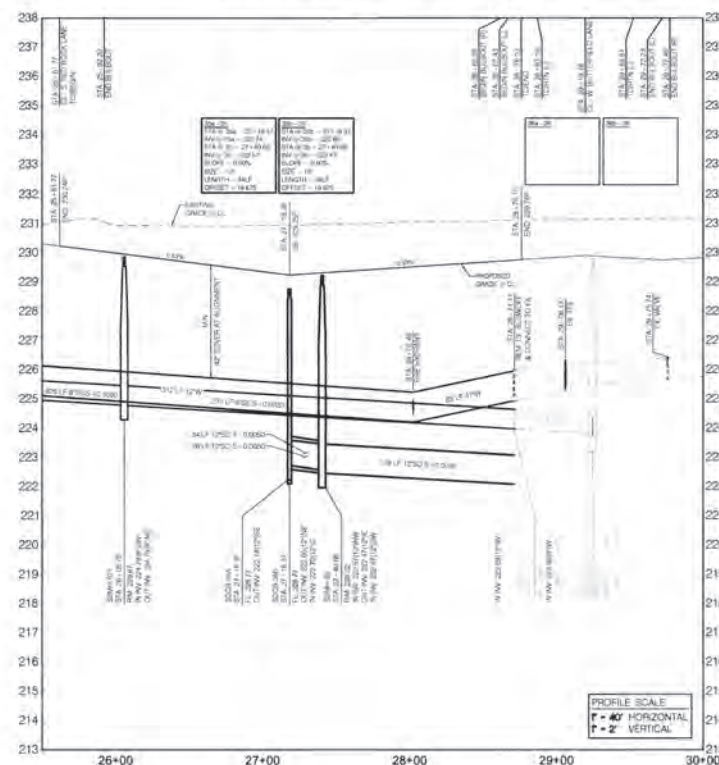
DATE: _____
APPROVED: _____
DESIGNED: _____
CHECKED: _____
DRAWN: _____

SHEET NUMBER

C6.02



S. DINKY CREEK ROAD



UTILITY GENERAL NOTES

- [illegible]

SITE PLAN GENERAL NOTES

*PROTECTION NOTES SEE TOPIC & DEMO PLAN

- [illegible]

APPROVALS

APPROVED SUBJECT TO THE DATA SHOWN, THE CITY OF HANFORD AND THE UNDERSIGNING ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT MAY BE PRESENT ON THIS PLAN

MA AUG 25 2021

CITY ENGINEER DATE

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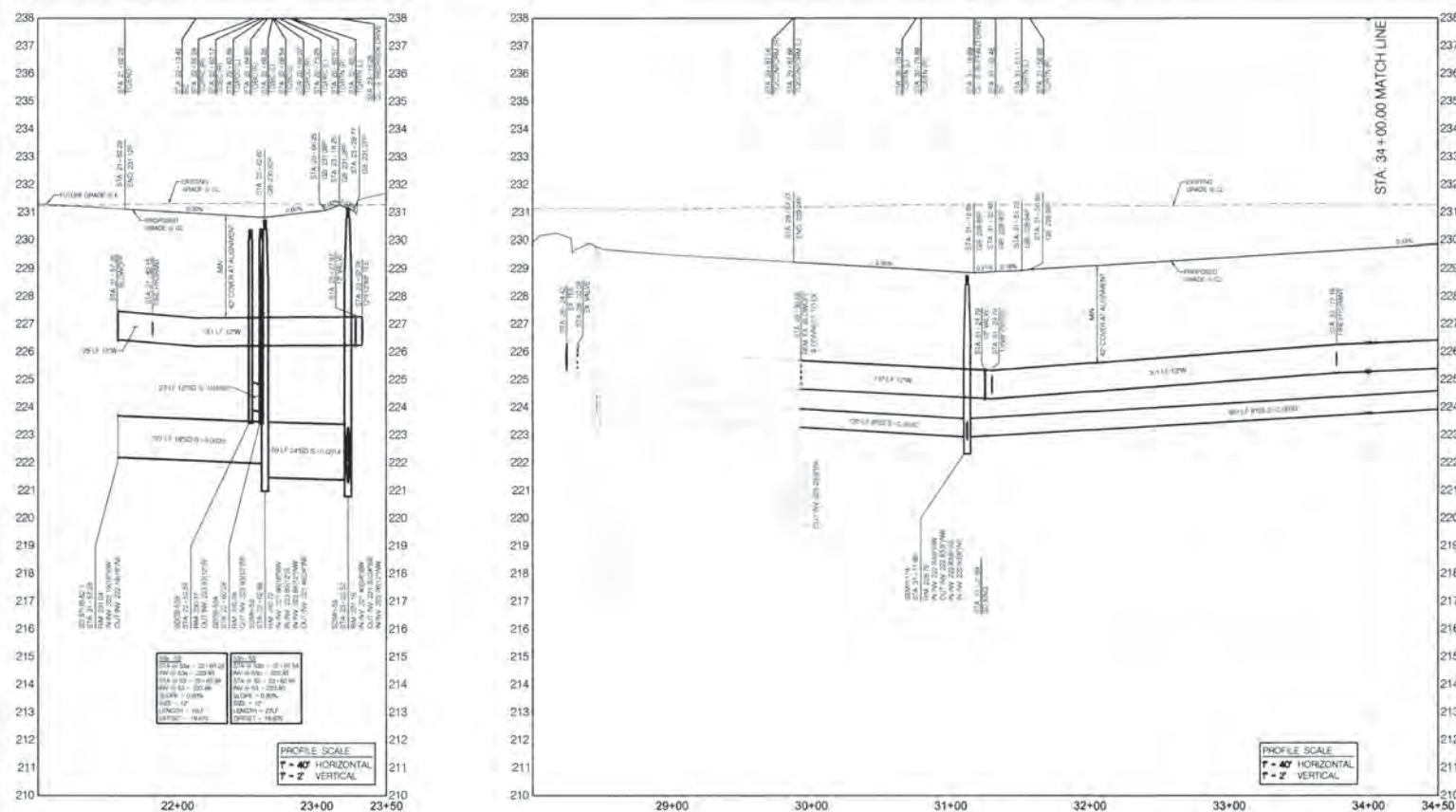
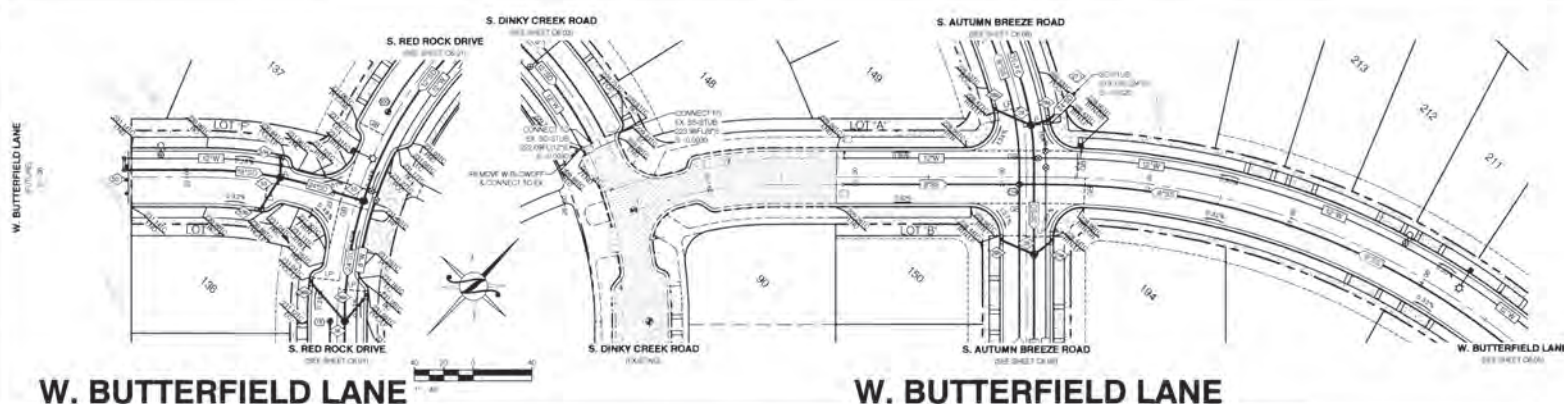
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PLAN & PROFILE	S. DINKY CREEK ROAD STA: 25+50 TO 30+00 IMPROVEMENT PLANS FOR LIVE OAK EAST PHASE 2 TRACT 865-2, TOWN OF MANFORD
----------------	--

North Star
Engineering Group, Inc.
• CIVIL • GEOTECHNICAL • SURVEYING • PLANNING •
602 17th Street, Northwest, DC 20039
(202) 531-5328 Fax: (202) 524-1333 Fax

DOB #	15 1288
DATE	07/2/2000
SCALE	AS SHOWN
RAWN	17 / 10
SEASON	17 / 10
THRO	10 / 10

C6.03



UTILITY GENERAL NOTES

- [illegible]

SITE PLAN GENERAL NOTES

REGISTRATION NOTES: SEE TOPO & DEMO PLANS

- [illegible]

APPROVALS

APPROVED SUBJECT TO THE DATA SHOWN, THE CITY OF HANFORD AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT MAY BE PRESENT ON THESE PLANS

[Signature] AUG 25 2021

CITY ENGINEER DATE

Attachment: Subd Agreement Exhibits A and B (PW: Approve Tract 865 Unit 2 Final Map and Subdivision

[illegible]

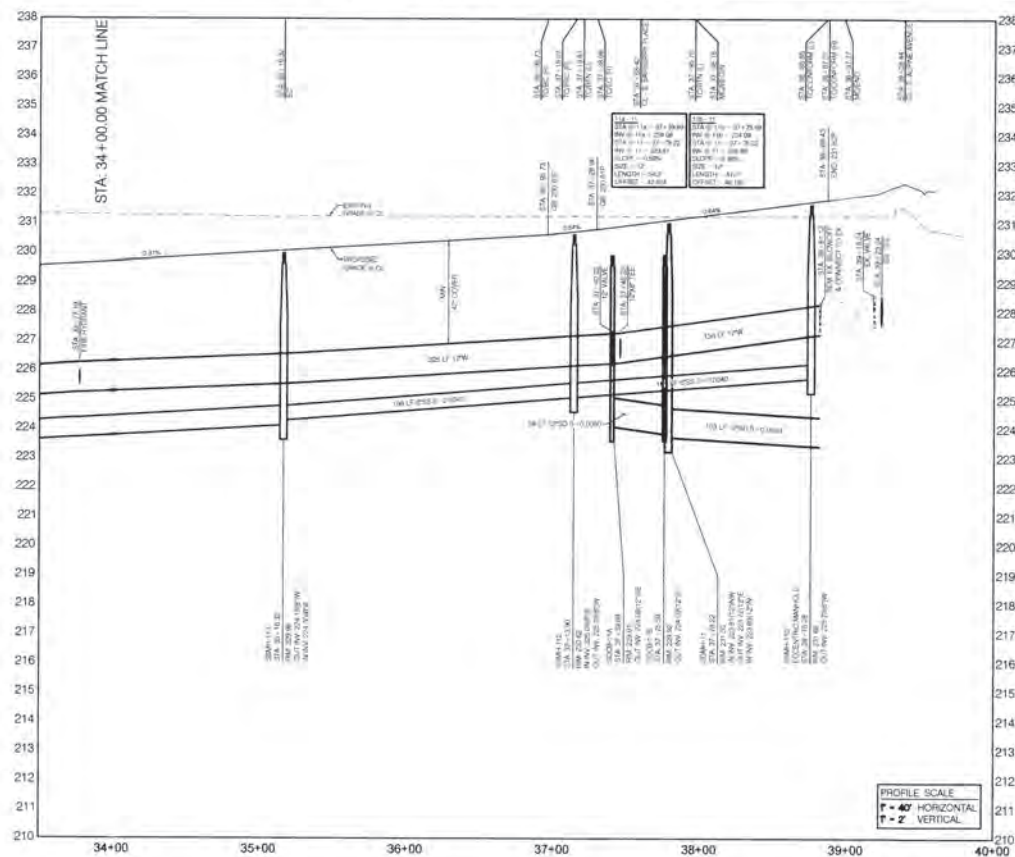
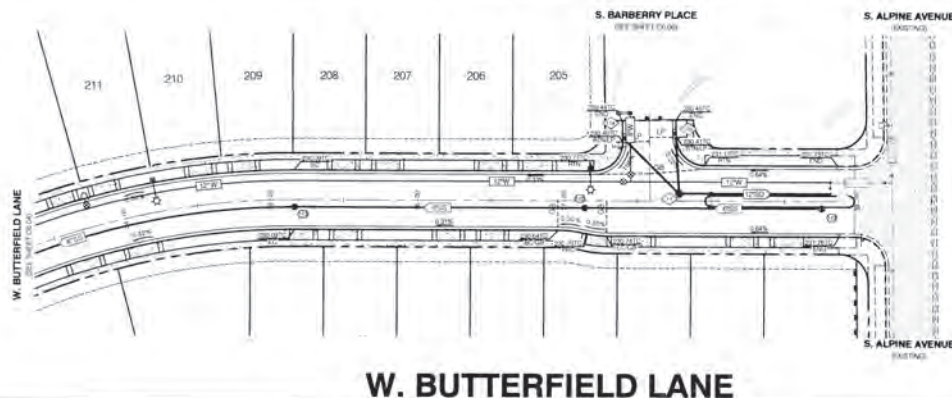
W. BUTTERFIELD LANE STA: 21+00
TO 23+50 & STA: 28+00 TO 34+00



JOB #	13-0208
DATE	12/13/2021
SCALE	AS SHOWN
DRAWN	BT / JCF
DESIGN	BT / CV
CHECK	APD

SHEET

C6.04



UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROVIDE EXISTING MANHOLES, INLET CLEANOUTS, WATER VALVES, FIRE HYDRANTS AND WATER SERVICES DURING THE PERIOD OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL ADJUST EXISTING MANHOLES, WATER VALVES, CLEANOUTS, WATER VALVES AND FIRE HYDRANTS TO FINISH GRADE FOR THESE PLANS. SEE GRADING PLAN FOR ADDITIONAL GRADING REQUIREMENTS.
- CONTRACTOR SHALL CONNECT TO EXISTING SEWERS, SANITARY MAIN, WATER MAIN, MANHOLE, AND/OR SLOPE. IF NECESSARY CONTRACTOR SHALL REMOVE EXISTING FLOWLINE OR CLEANOUT. CONTRACTOR SHALL EXCAVATE EXISTING SEWER MAIN, SEWERS, SANITARY MAIN, AND/OR WATER MAIN AND/OR SLOPE AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERALS PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT FROM THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DISCREPANCIES IMMEDIATELY.
- ALL TRENCHING AND REPAIRING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF HANFORD STANDARD DETAILS A AND B OF STANDARD SPECIFICATIONS AND THE CITY OF HANFORD STANDARD SPECIFICATIONS.
- UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH THE CITY OF HANFORD STANDARD DETAIL C-1 (CITY OF HANFORD STANDARD DETAIL C-1.4).

SITE PLAN GENERAL NOTES

- PROTECTION NOTES SEE T-101A & T-101B.
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE, FACE LINE, EDGE OF SIDEWALK, CENTERLINE OF STOPPING, OR ON PROPOSED EXISTING RIGHT-OF-WAY PERMIT TO CROSS SECTION. ON SHEET C-101.
- CONTRACTOR TO VERIFY TO PROTECT FINAL LIMIT OF LOCATION, DIMENSION, AND ALIGNMENT OF PROPOSED CENTERLINE, LOT LINE, RIGHT-OF-WAY, AND EASEMENTS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROPOSED FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
- CONTRACTOR SHALL CONSTRUCT IN-TRACT CURB, GUTTER, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. PAVEMENT SECTION TO BE IN ACCORDANCE WITH STREET SECTION ON SHEET C-101 AND CITY OF HANFORD STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT FASSED CURB IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL C-1.4 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT MEDIAN ISLAND CURB IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL C-1.4 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT STANDARD SIDEWALK IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL C-1.4 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB RAMP IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL C-1.4 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS AND THE 2011 CALIFORNIA BUILDING CODE.
- CONTRACTOR SHALL CONSTRUCT RESIDENTIAL DRIVEWAY IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL C-1.4 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS. CONTRACTOR TO NOTIFY ENGINEER AND PROVIDE 72 HOURS PRIOR TO CONSTRUCTION OF DRIVEWAYS TO CONFORM WITH CITY STANDARD SPECIFICATIONS TO CONSTRUCTION.
- CONTRACTOR SHALL CONSTRUCT EXISTING JOINTS FOR CITY OF HANFORD STANDARD SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED OR EXISTING CONCRETE IMPROVEMENTS ABUT.
- CONTRACTOR SHALL CONSTRUCT JAW JOINTS FOR DETAIL C-1.4 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
- UNGRADED DOWNS TO BE DONE IN PLACE REPAIRABLE BY RCM SOLUTIONS OR EQUAL.
- CONTRACTOR SHALL INSTALL DECORATIVE STREET LIGHTS APPROVED BY SOUTHERN CALIFORNIA Edison Co. (SCE) ALL INTERIOR RESIDENTIAL LIGHTS TO BE APPROVED BY THE CITY OF HANFORD.

APPROVALS

APPROVED SUBJECT TO THE DATA SHOWN, THE CITY OF HANFORD AND THE ENGINEER ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT MAY BE PRESENT IN THESE PLANS.

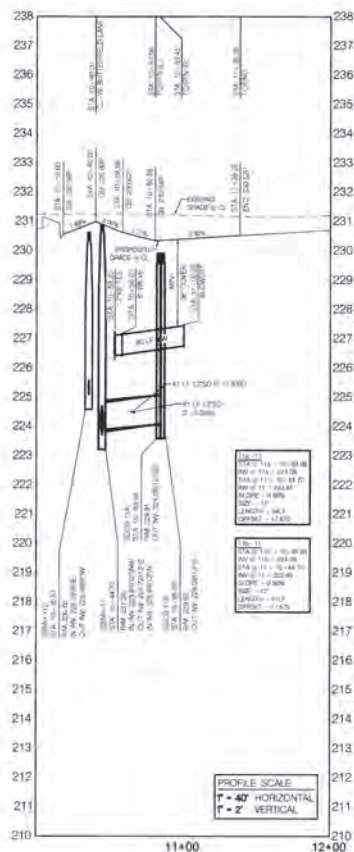
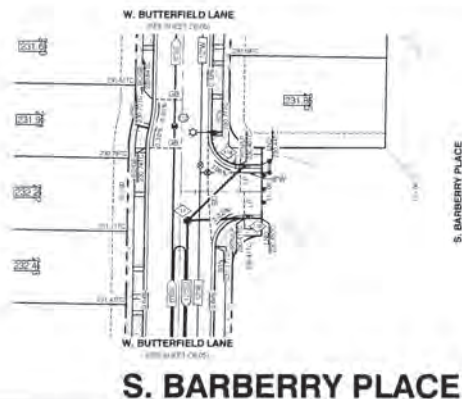
CITY ENGINEER *[Signature]* AUG 29 2017
DATE

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Northstar Engineering Group, Inc.
2000 E. 10th Street, Suite 100
Hanford, CA 93230
(559) 834-2000
www.northstar-engineering.com

W. BUTTERFIELD LANE
STA. 34+00 TO 40+00
IMPROVEMENT PLANS FOR
LIVE OAK EAST PHASE 2 TRACT 865-2
HANFORD, CALIFORNIA

36.05



UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, INLETS, CLEANOUTS, WATER VALVES, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED. THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL ACQUIRE EXISTING MANHOLE, INLETS, CLEANOUTS, WATER VALVES, AND/OR FIRE HYDRANTS (IF ANY) BEFORE THESE PLANS. SEE DRAWING HEADS FOR ADDITIONAL DRAINAGE INFORMATION.
- CONTRACTOR SHALL CONDUCT TO EXISTING UTILITY MAINS, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR STRUCTURE. IF NECESSARY, CONTRACTOR SHALL REPAIR EXISTING UTILITY OR CLEANOUT. CONTRACTOR SHALL EXCAVATE EXISTING UTILITY MAINS, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR STRUCTURE AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERAL IN ORDER TO DETERMINE THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL INFORM THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
- ALL TRENCHING AND REPAIRS FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAILS S1-4 AND S1-10 (WHEN APPLICABLE) AND THE CITY OF HANFORD STANDARD SPECIFICATIONS.
- UTILITY LINES LOCATED IN THE STREET IN ACCORDANCE WITH CHOSE SECTION 1.1 ON SHEET C6.00-10 OF HANFORD STANDARD DETAIL S1-4.

SITE PLAN GENERAL NOTES

- PROTECTION NOTES: SEE C6.00-10 AND C6.00-11.
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTRALLINE, RIGHT-OF-WAY, OR SIDEWALK. CONSIDERATION OF SHEDDING IS ON UNPAVED SIDEWALK RIGHT-OF-WAY. WHEN IN DISCREPANCY, THE CITY OF HANFORD SHALL PREVAIL.
 - CONTRACTOR TO VERIFY TO PROTECT EXISTING UTILITY LOCATION, ORIENTATION, AND ALIGNMENT OF EXISTING UTILITY LINES, RIGHT-OF-WAY, AND EASEMENTS IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
 - CONTRACTOR SHALL CONSTRUCT IN TRACT CURE, GUTTER, AND SIDEWALK SUCCEEDING ACCORDING TO THESE PLANS. PAVEMENT SECTION TO BE IN ACCORDANCE WITH CITY OF HANFORD STANDARD SPECIFICATIONS AND THE CITY OF HANFORD STANDARD SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 12" DIA. CURB IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL S1-4 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 12" DIA. CURB IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL S1-4 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 12" DIA. CURB IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL S1-4 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
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 - CONTRACTOR SHALL CONSTRUCT 12" DIA. CURB IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL S1-4 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 12" DIA. CURB IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL S1-4 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 12" DIA. CURB IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL S1-4 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 12" DIA. CURB IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL S1-4 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 12" DIA. CURB IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL S1-4 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 12" DIA. CURB IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL S1-4 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 12" DIA. CURB IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL S1-4 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.

APPROVALS

APPROVED SUBJECT TO THE DATA SHOWN, THE CITY OF HANFORD AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR THE PROVISION OF ANY DATA THAT MAY BE PRESENT ON THESE PLANS.

CITY ENGINEER: *[Signature]* DATE: AUG 25 2021

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Attachment: Subd Agreement Exhibits A and B (PW: Approve Tract 865 Unit 2 Final Map and Subdivision

KEY MAP

TECHNICAL

DATE

APPROVED

DESIGNER

NO

S. BARBERRY PLACE

STA: 10+00 TO 12+00

IMPROVEMENT PLANS FOR

LIVE OAK EAST PHASE 2 TRACT 865-2

HANFORD, CALIFORNIA

NorthStar

Engineering Group, Inc.

1000 N. 1st Street, Suite 100

Hanford, CA 93230

(559) 281-1000

SHEET

11-108

OF

11-108

SCALE

AS SHOWN

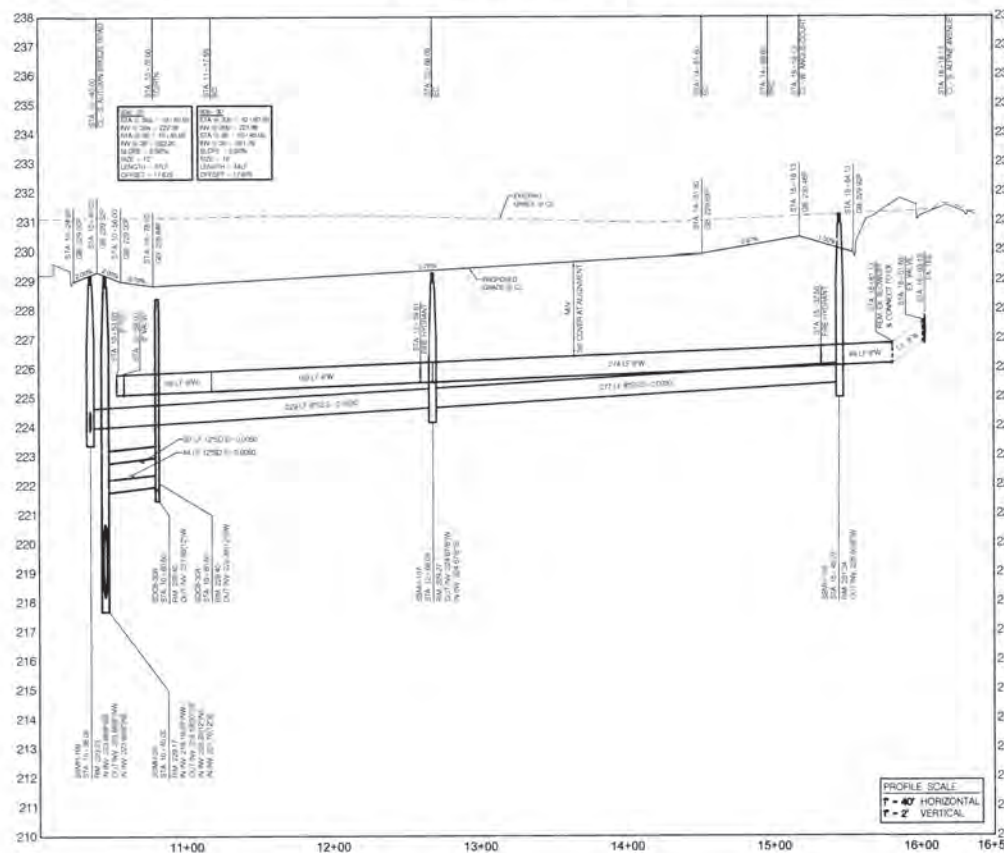
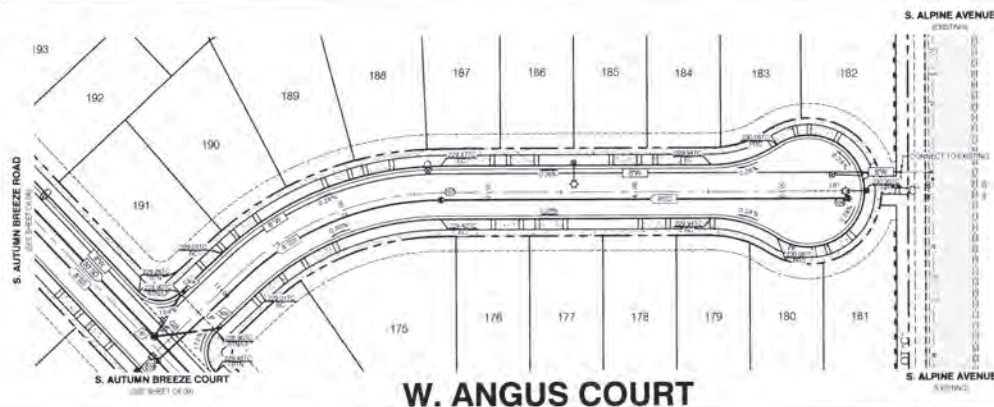
DESIGN

BY TTY

DATE

11-108

C6.06



UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, INLETS, CLEANOUTS, WATER MAINS, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE, IF DAMAGED, THE CONTRACTORS OWNERS. CONTRACTOR SHALL ADJUST EXISTING MANHOLES, INLETS, CLEANOUTS, WATER MAINS, AND/OR FIRE HYDRANTS TO FINISH GRADE PER THESE PLANS, SET SHOWING PLANS FOR ADDITIONAL WORKING INFORMATION.
- CONTRACTOR SHALL CONNECT TO EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR INLET. IF NECESSARY CONTRACTOR SHALL REMOVE EXISTING INLET OR CLEANOUT. CONTRACTOR SHALL ADJUST EXISTING SEWER MAIN, STORM DRAIN MAIN, WATER MAIN, MANHOLE, AND/OR INLET AT ALL PROPOSED TIE-INS TO EXISTING UTILITY. LATERAL & PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT OF THE INSTALLATION OF ANY PORTION OF A PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL INFORM THE ENGINEER IF ANY DISCREPANCIES IMMEDIATELY.
- ALL TRENCHING AND RELATIONS FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF HANFORD STANDARD DETAILS ST-4 AND ST-11 (WHERE APPLICABLE) AND THE CITY OF HANFORD STANDARD SPECIFICATIONS.
- UTILITY SHALL BE LOCATED IN THE STREET IN ACCORDANCE WITH CROSS SECTION, V.P. ON SHEET C-1 (B) AND CITY OF HANFORD STANDARD DETAIL ST-41.

SITE PLAN GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, INLETS, CLEANOUTS, WATER MAINS, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE, IF DAMAGED, THE CONTRACTORS OWNERS. CONTRACTOR SHALL ADJUST EXISTING MANHOLES, INLETS, CLEANOUTS, WATER MAINS, AND/OR FIRE HYDRANTS TO FINISH GRADE PER THESE PLANS, SET SHOWING PLANS FOR ADDITIONAL WORKING INFORMATION.
- CONTRACTOR SHALL CONNECT TO EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR INLET. IF NECESSARY CONTRACTOR SHALL REMOVE EXISTING INLET OR CLEANOUT. CONTRACTOR SHALL ADJUST EXISTING SEWER MAIN, STORM DRAIN MAIN, WATER MAIN, MANHOLE, AND/OR INLET AT ALL PROPOSED TIE-INS TO EXISTING UTILITY. LATERAL & PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT OF THE INSTALLATION OF ANY PORTION OF A PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL INFORM THE ENGINEER IF ANY DISCREPANCIES IMMEDIATELY.
- ALL TRENCHING AND RELATIONS FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF HANFORD STANDARD DETAILS ST-4 AND ST-11 (WHERE APPLICABLE) AND THE CITY OF HANFORD STANDARD SPECIFICATIONS.
- UTILITY SHALL BE LOCATED IN THE STREET IN ACCORDANCE WITH CROSS SECTION, V.P. ON SHEET C-1 (B) AND CITY OF HANFORD STANDARD DETAIL ST-41.

APPROVALS

APPROVED FOR THE CITY OF HANFORD AND THE ENGINEER AND NOT BE USED FOR ANY OTHER PURPOSES THAN THAT FOR WHICH THEY WERE PREPARED.

DATE: 8/2/2021

BY: [Signature]

Attachment: Subd Agreement Exhibits A and B (PW: Approve Tract 865 Unit 2 Final Map and Subdivision

KEY MAP

W. ANGUS COURT

STA: 10+00 TO 16+50

IMPROVEMENT PLANS FOR

LIVE OAK EAST PHASE 2 TRACT 865-2

HANFORD, CALIFORNIA

PLAN & PROFILE

DATE: 8/2/2021

BY: [Signature]

CHECKED: [Signature]

DATE: 8/2/2021

BY: [Signature]

DATE: 8/2/2021

BY: [Signature]

North Star Engineering Group, Inc.

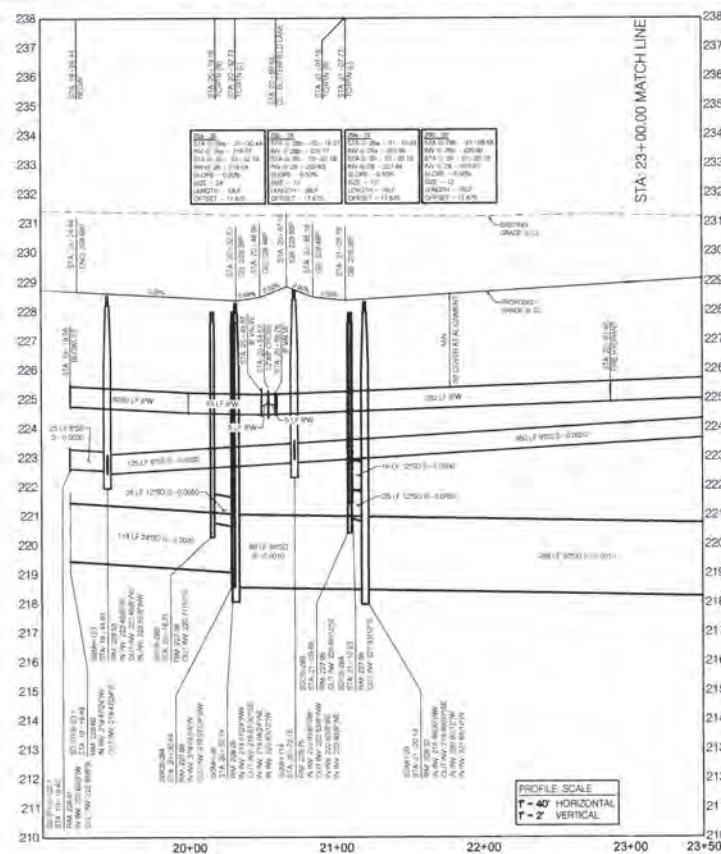
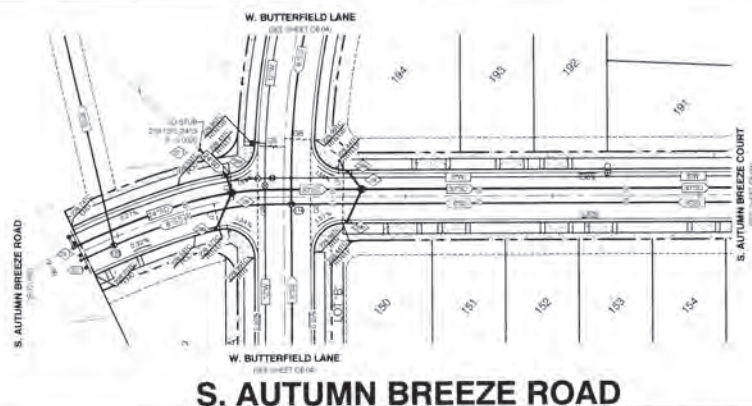
1000 N. G Street, Suite 100

Hanford, CA 93230

(559) 544-3333

SHEET NUMBER

C6.07



KEY MAP

UTILITY GENERAL NOTES

[illegible]

SITE PLAN GENERAL NOTES

[illegible]

APPROVALS

APPROVED SUBJECT TO THE DATA SHOWN, THE CITY OF HANFORD AND THE
UNDERGROUND ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT
MAY BE PRESENT ON THESE PLANS.

HN

AUG 25 2021

CITY OF HANFORD DATE:

COPYRIGHT © 2021, NORTHSTAR ENGINEERING, INC.

Attachment: Subd Agreement Exhibits A and B (PW: Approve Tract 865 Unit 2 Final Map and Subdivision

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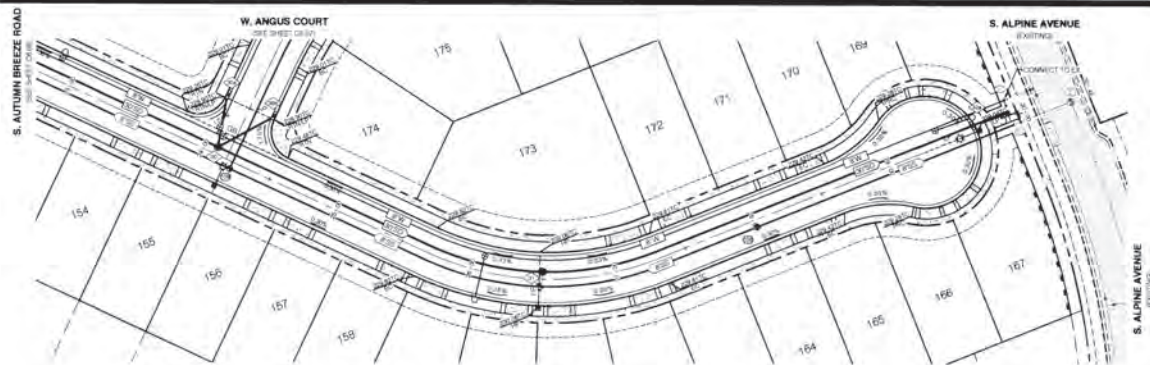
PLAN & PROFILE	S. AUTUMN BREEZE ROAD STA: 19+00 TO 23+00 IMPROVEMENT PLANS FOR LIVE OAK EAST PHASE 2 TRACT 855-2 UNINCORPORATED, CALIFORNIA
----------------	---

North Star
Engineering Group, Inc.
• EIR • ENGINEERING • SURVEYING • PLANNING •
620 47th Street • Modesto, CA 95354
(209) 527-0025 Phone (209) 524-3575 Fax

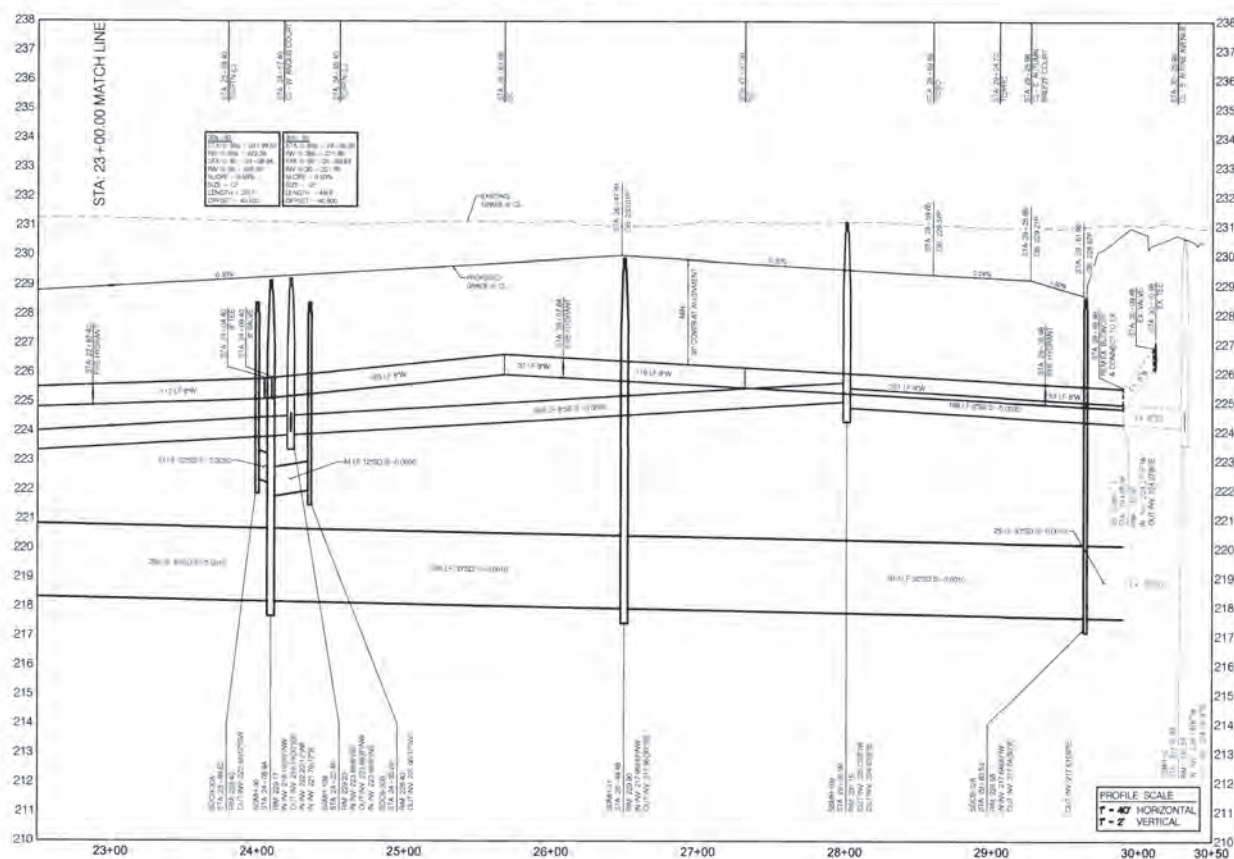
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S. AUTUMN BREEZE COURT



UTILITY GENERAL NOTES

- [illegible]

SITE PLAN GENERAL NOTES

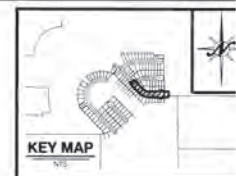
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APPROVALS

APPROVED SUBJECT TO THE DATA SHOWN, THE CITY OF HANFORD AND THE
UNDESIGNED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT
MAY BE PRESENT ON THESE PLANS.

CITY ENGINEER *[Signature]* AUG 25 2021
DATE

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155

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IN BREEZ
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S. AUTUM
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IMPRO
LIVE OAK E

PLAN & PROFILE

Smith-See
Engineering Group, Inc.
SPECIALIZING • SURVEYING • PLANNING • DESIGN • CONSTRUCTION
Street
15525 Point
Modesto, CA
(209) 524-3500

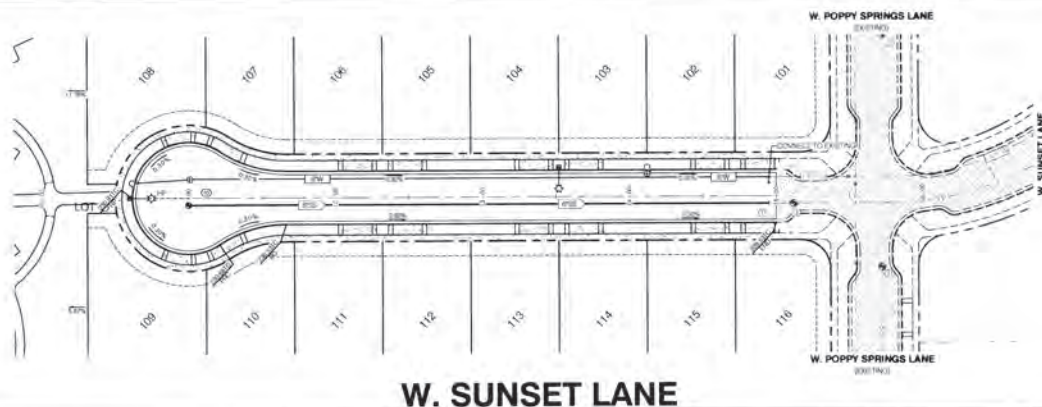


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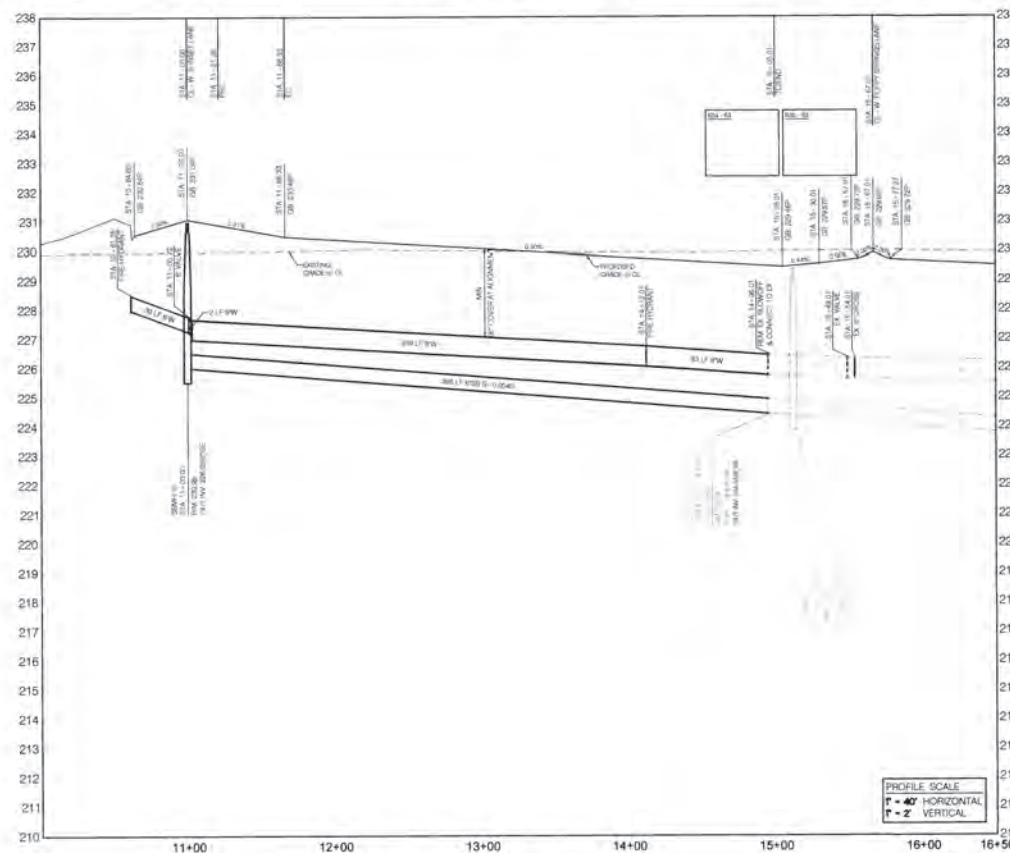
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 TIME: 10:00 AM
 CASE: 98-245WV
 NAME: ST. J. ST.
 ROOM: 101
 PROJ: APO

SHEET
 NUMBER

C6.09



W. SUNSET LANE



PROFILE SCALE
H = 40' HORIZONTAL
V = 2' VERTICAL

UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING MAN-HOLE INLETS, CLEANOUTS, WATER VALVES, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED. IF THE CONTRACTOR'S ENGINEER CONTRACTOR SHALL ACQUIRE EXISTING MAN-HOLE INLETS, CLEANOUTS, WATER VALVES AND/OR FIRE HYDRANTS, FINISH GRADE, PER THESE PLANS, SET EXISTING PLANS FOR ADDITIONAL, GRADING INFORMATION.
- CONTRACTOR SHALL CONNECT TO EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR STUB. IF NECESSARY CONTRACTOR SHALL REMOVE EXISTING UTILITY IN ORDER TO CLEARANCE. CONTRACTOR SHALL LOCATE EXISTING SEWER MAINS, STORM DRAIN MAINS, WATER MAINS, MANHOLES, AND/OR STUBS AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERALS PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT. PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM, CONTRACTOR SHALL INFORM THE ENGINEER'S ANY DISCREPANCIES IMMEDIATELY.
- ALL TRENCHING AND RELATING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAILS B-1 AND B-1.5 WHERE APPLICABLE AND THE CITY OF HANFORD STANDARD SPECIFICATIONS.
- UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH CROSS SECTION "UT" ON SHEET C1-15 AND CITY OF HANFORD STANDARD DETAIL B-1.1.

SITE PLAN GENERAL NOTES

- REVISION NOTES (SEE GENERAL NOTES).
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE, FLOW LINE, EDGE OF SIDEWALK, CENTERLINE OF DRIVEWAYS, OR PROPOSED EXISTING RIGHT-OF-WAY, WHICHEVER TO CROSS-SECTION ON SHEET C1-15.
- CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCATION, ORIENTATION, AND ALIGNMENT OF PROPOSED CENTERLINES, LOT LINES, RIGHT-OF-WAY LINES, AND DIMENSIONS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
- CONTRACTOR SHALL CONSTRUCT IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL C-1.1 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT MEDIAN ISLAND CURBS IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL C-1.1 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT STANDARD SIDEWALKS IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL C-1.1 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB RAMP IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL C-1.1 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL CONSTRUCT RESIDENTIAL DRIVEWAY IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL C-1.1 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL CONSTRUCT EXPANSION JOINTS PER CITY OF HANFORD STANDARD DETAIL C-1.1 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL CONSTRUCT LAP JOINT PER DETAIL C-1.1 AND IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL C-1.1 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
- PAVEMENT COURSE TO BE CAST IN PLACE REPLACEMENT BY AGRICULTURAL DRAINAGE.
- CONTRACTOR SHALL INSTALL DECORATIVE STREET LIGHTS APPROVED BY SOUTHERN CALIFORNIA Edison ON ALL INTERIOR RESIDENTIAL STREETS.

APPROVALS

APPROVED SUBJECT TO THE DATA SHOWN, THE CITY OF HANFORD AND THE UNDERSIGNING ENGINEER'S RESPONSIBILITY FOR ERRORS AND/OR OMISSIONS THAT MAY BE PRESENT ON THESE PLANS.

CITY ENGINEER: *[Signature]* DATE: AUG 25 2021

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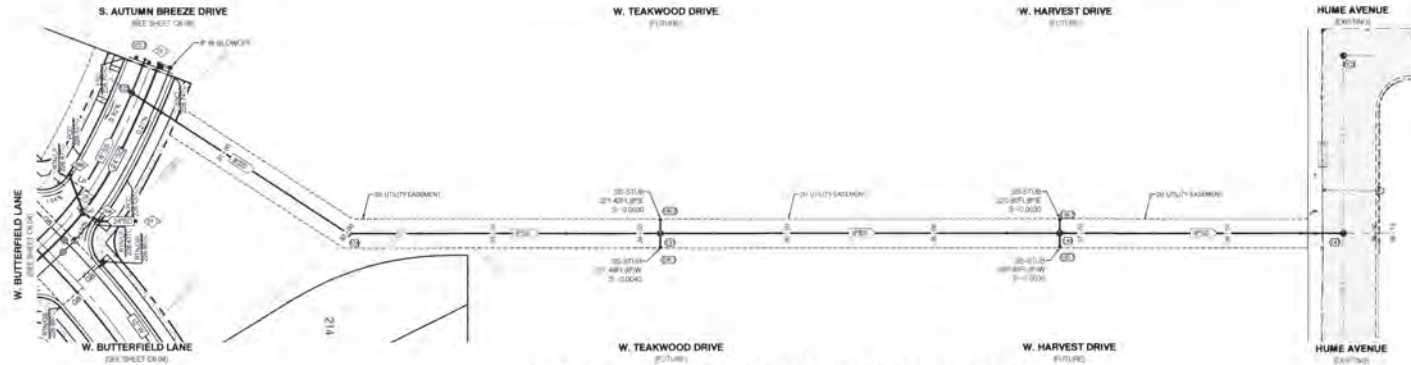
NO.	REVISION	DATE	BY

W. SUNSET LANE
STA: 10+00 TO 16+50
IMPROVEMENT PLANS FOR
LIVE OAK EAST PHASE 2 TRACT 865-2
HANFORD, CALIFORNIA

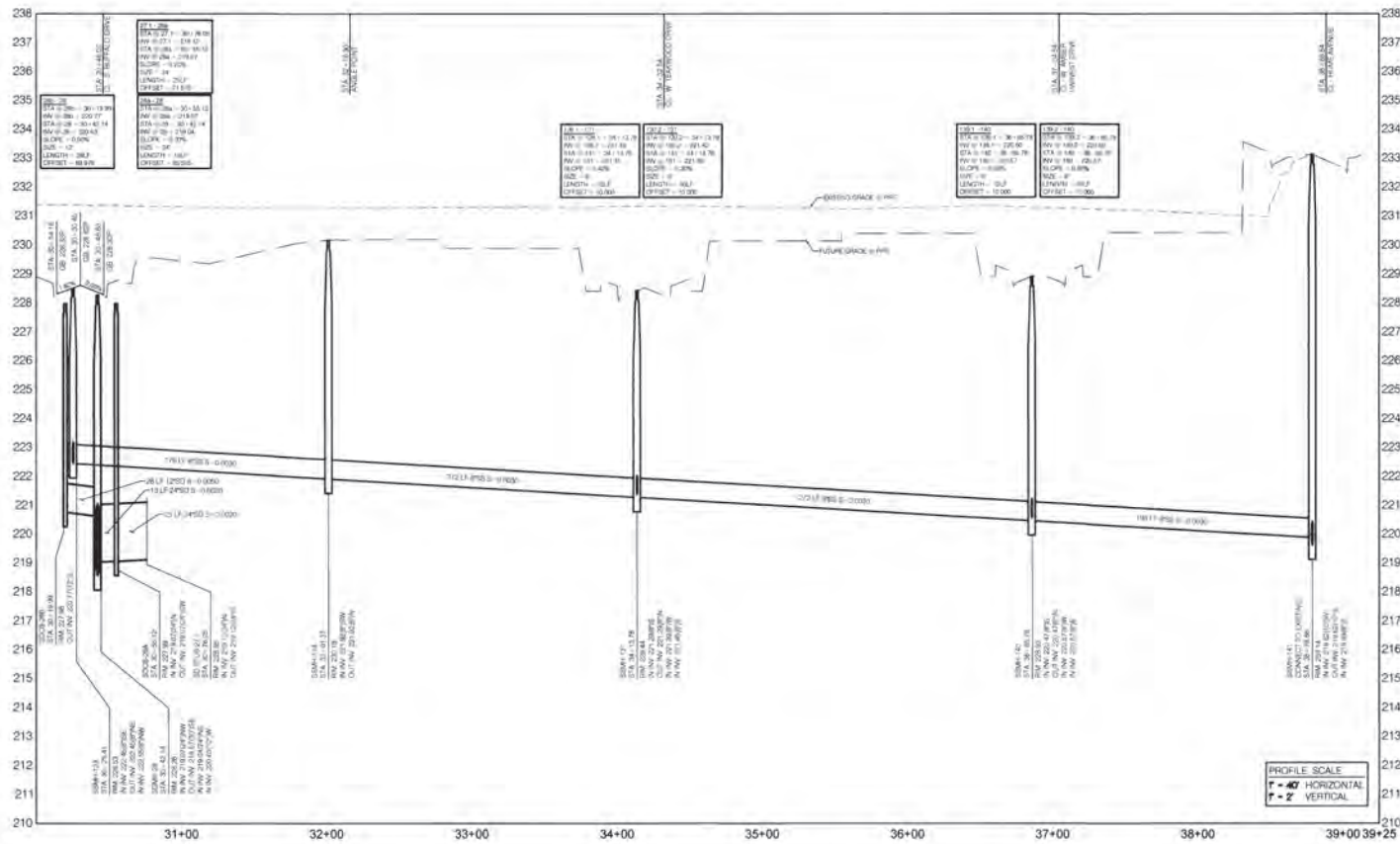


SHEET #	C6-10
DATE	10/15/2021
DESIGNER	TE
CHECKER	TE
APPROVER	TE

SHEET NUMBER
C6.10



SANITARY SEWER EXTENSION



UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, PLETO CLEANOUTS, WATER MAINS, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIRS. CONTRACTOR SHALL ADVISE THE CITY OF HANFORD OF ANY DAMAGE TO EXISTING UTILITIES AND REPAIRS. CONTRACTOR SHALL ADVISE THE CITY OF HANFORD OF ANY DAMAGE TO EXISTING UTILITIES AND REPAIRS.
- CONTRACTOR SHALL CONNECT TO EXISTING STORM SEWER MAIN, WATER MAIN, MANHOLES, AND/OR SEWER IN NECESSARY CONTRACTOR SHALL REPAIR EXISTING STORM SEWER MAIN, STORM DRAIN MAIN, WATER MAIN, MANHOLES, AND/OR SEWER AT ALL IMPROVED POINTS OF CONNECTION OF LINES AND LATERALS PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL INFORM THE ENGINEER AND DISCOVERIES IMMEDIATELY.
- ALL TRENCHING AND REPAIRS FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF HANFORD STANDARD DETAILS D14 AND D15 (WHERE APPLICABLE) AND THE CITY OF HANFORD STANDARD SPECIFICATIONS.
- UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH CROSS SECTION V10 FROM SHEET C6 AND CITY OF HANFORD STANDARD DETAIL D14.

SITE PLAN GENERAL NOTES

- ORIENTATION NOTES SEE TOPIC & DEMO PLAN.
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE, R.O.W. LINE, EDGE OF SIDEWALK, CENTERLINE OF STREET, OR PROPOSED EXISTING RIGHT-OF-WAY REFER TO CROSS SECTIONS ON SHEET C10.
- CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCATION, ORIENTATION, AND ALIGNMENT OF PROPOSED CENTERLINE, LOT LINES, RIGHT-OF-WAY, AND EASEMENTS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
- CONTRACTOR SHALL CONSTRUCT IN PLACE CURB, GUTTER, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. FURNISH SECTION TO BE IN ACCORDANCE WITH STREET SECTIONS ON SHEET C10 AND PER CITY OF HANFORD STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT 18" DIAMETER CURB IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL D14 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT STANDARD SIDEWALKS IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL D14 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB RAMP IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL D14 AND C63 IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS, AND THE CITY OF CALIFORNIA BUILDING CODE.
- CONTRACTOR SHALL CONSTRUCT RESIDENTIAL DRIVEWAY IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL D14 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS. CONTRACTOR TO NOTIFY DEVELOPER AS EARLY AS POSSIBLE PRIOR TO CONSTRUCTION OF DRIVEWAYS TO VERIFY DRIVEWAY LOCATION PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL CONSTRUCT EXPANSION JOINTS PER CITY OF HANFORD STANDARD SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED FUTURE CONCRETE IMPROVEMENTS ARE ANTICIPATED.
- CONTRACTOR SHALL CONSTRUCT 18" DIAMETER CURB IN PLACE DETAIL D14 ON SHEET C10 AT ALL LOCATIONS WHERE PROPOSED AND EXISTING SIDEWALKS ARE TO BE LOCATED.
- TRUNKED DRAINAGE TO BE CAST IN PLACE REPLACEMENT BY ADA COMPLIANT ORTHOG.
- CONTRACTOR SHALL INSTALL DECORATIVE STREET LIGHTS APPROVED BY THE CITY OF HANFORD IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAIL D14 AND IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.

APPROVALS

APPROVED SUBJECT TO THE DATA SHOWN, THE CITY OF HANFORD AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT MAY BE PRESENT IN THESE PLANS.

DATE: AUG 2 3 2021
BY: [Signature]
CITY ENGINEER

Attachment: Subd Agreement Exhibits A and B (PW: Approve Tract 865 Unit 2 Final Map and Subdivision)

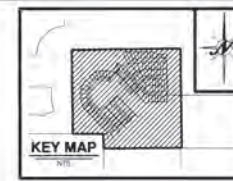
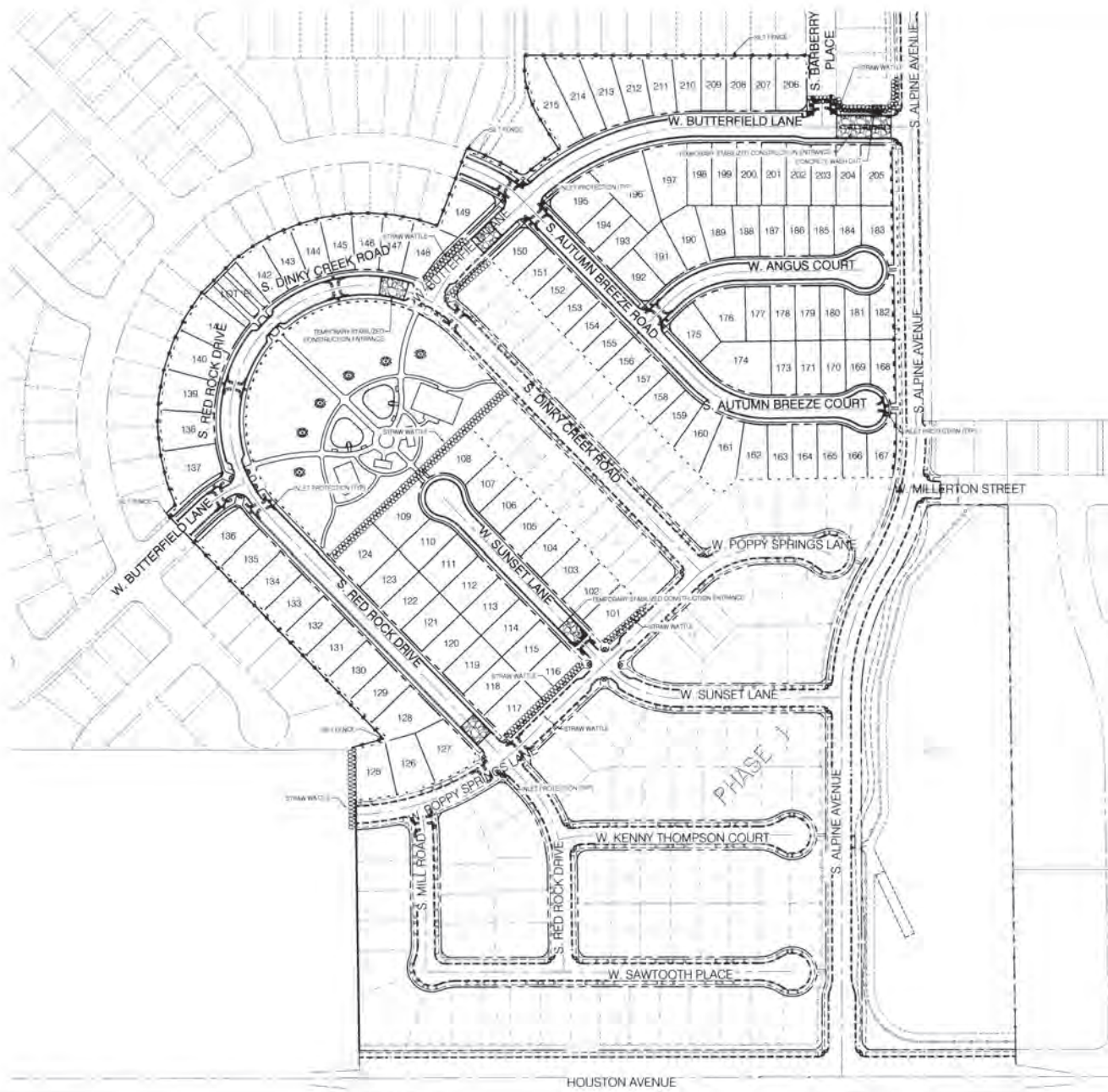
SANITARY SEWER EXTENSION
STA: 30+00 TO 39+25
IMPROVEMENT PLANS FOR
LIVE OAK EAST PHASE 2 TRACT 865-2
HANFORD, CALIFORNIA

PLAN & PROFILE

North Star Engineering Group, Inc.
1421 17th Avenue, Suite 100, Hanford, CA 93233
(559) 554-3333 Fax (559) 554-3333

DATE: 11-19-2019
SCALE: 1"=40' HORIZONTAL
1"=2' VERTICAL
DESIGNER: [Signature]
CHECKER: [Signature]
DATE: 11-19-2019

SHEET NUMBER
C6.11



LEGEND

- STRAW BATTLE (SEE DETAIL "T" SHEET 07.01)
- SILT FENCE (SEE DETAIL "S" SHEET 07.01)
- CONCRETE WALLS (SEE DETAIL "C" SHEET 07.01)
- ALLOT PROTECTION (SEE DETAIL "A" SHEET 07.01)
- STABILIZED CONSTRUCTION ENTRANCE (SEE DETAIL "E" SHEET 07.01)
- CONSTRUCTION ENTRANCE AREA (CONTRACTOR SHALL PROVIDE AND MAINTAIN)

APPROVALS

APPROVED SUBJECT TO FURTHER REVIEW BY THE CITY OF HANFORD AND THE LANDOWNER. APPROVED FOR THE CITY OF HANFORD: [Signature] DATE: AUG 24 2021

APPROVED FOR THE LANDOWNER: [Signature] DATE: AUG 24 2021

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EROSION CONTROL PLAN

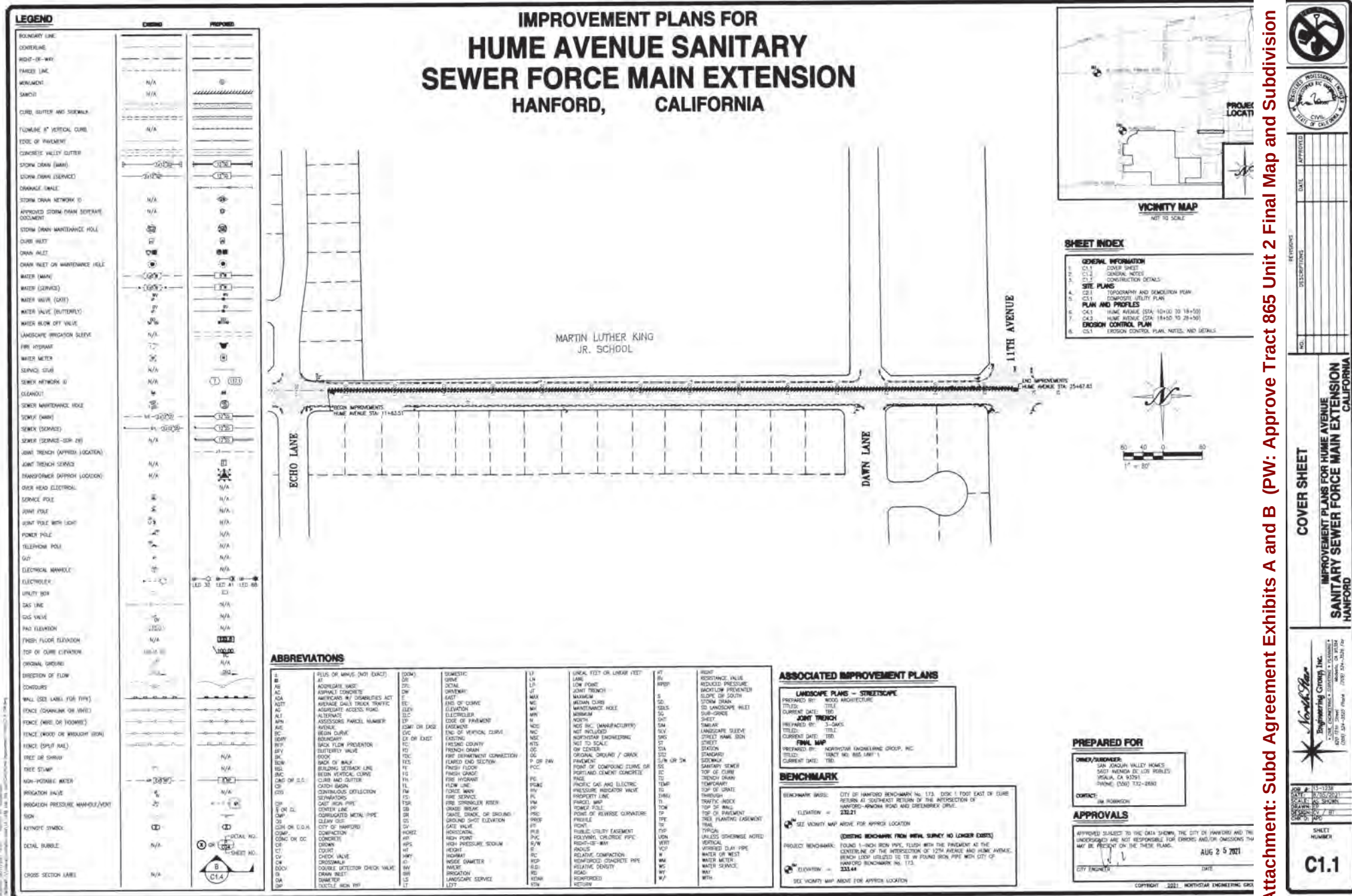
IMPROVEMENT PLANS FOR
LIVE OAK EAST PHASE 2 TRACT 865-2
HANFORD, CALIFORNIA

NO.	DATE	DESCRIPTION

NorthStar Engineering Group, Inc.
2000 W. MAIN STREET, SUITE 100
HANFORD, CA 93231
TEL: 559.281.1234 FAX: 559.281.1235

SHEET: M-1001

C7.01



CONTACTS

A. REGULATORY AGENCY:	CITY OF HAWAII, 1500 KALANIANA'OLANI DRIVE, SUITE 2000, HONOLULU, HAWAII 96813 CONTACT: JONATHAN DAVIS PUBLIC WORKS DIRECTOR
B. APPLICANT:	SHAW JOHNSON VALLEY HOMES 11000 12TH AVENUE, SUITE 200, HONOLULU, HAWAII 96821 CONTACT: MATT NORDEN VICE PRESIDENT
C. ENGINEER:	NORTHSTAR ENGINEERING GROUP, INC. 11000 12TH AVENUE, SUITE 200, HONOLULU, HAWAII 96821 CONTACT: MATT NORDEN VICE PRESIDENT
D. ELECTRICAL:	JOHNSON CALIFORNIA DESIGN 11000 12TH AVENUE, SUITE 200, HONOLULU, HAWAII 96821 CONTACT: MATT NORDEN VICE PRESIDENT
E. GAS:	JOHNSON CALIFORNIA DESIGN 11000 12TH AVENUE, SUITE 200, HONOLULU, HAWAII 96821 CONTACT: MATT NORDEN VICE PRESIDENT
F. TELEPHONE:	AT&T 11000 12TH AVENUE, SUITE 200, HONOLULU, HAWAII 96821 CONTACT: MATT NORDEN VICE PRESIDENT
G. CABLE TELEVISION:	COMCAST CABLE 11000 12TH AVENUE, SUITE 200, HONOLULU, HAWAII 96821 CONTACT: MATT NORDEN VICE PRESIDENT

GENERAL NOTES

- CONTRACTOR SHALL BE AWARE THAT THE FOLLOWING NOTES LISTED BELOW ARE NOT NECESSARILY ENGINEERING NOTES. THEY ARE GENERAL NOTES AND THEY ARE NOT TO BE APPLIED TO THIS PLAN SET.
- THE CONTRACTOR IS RESPONSIBLE FOR ACCURATELY MARKING THE INSTALLED LOCATION OF ALL SANITARY SEWER AND WATER SERVICES LOCATED WITHIN 10' AND 15' RESPECTIVELY AT THE TIME OF CONSTRUCTION.
- ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE FOLLOWING CITY OF HAWAII: CITY STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, AND ALL ORDINANCES AND CITY MAPS. PLANS, SPECIFICATIONS, AND CITY MAPS SHALL BE KEPT ON THE JOB SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF ALL CITY MAPS, PLANS, SPECIFICATIONS, AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF ALL CITY MAPS, PLANS, SPECIFICATIONS, AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF ALL CITY MAPS, PLANS, SPECIFICATIONS, AND ORDINANCES.
- BEFORE ANY WORK BEGINS, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE REGULATORY AGENCIES FOR A PRE-CONSTRUCTION CONFERENCE. CONTRACTOR SHALL ALSO NOTIFY THE PROJECT ENGINEER LISTED ON THIS SHEET (SEE NOTE 1) AND IN ADVANCE OF ANY WORK.
- IT IS INTENDED THAT THIS PLAN SET AND SPECIFICATIONS BE USED AS A GUIDE AND NOT A SUBSTITUTE FOR THE CITY OF HAWAII'S STANDARD PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF ALL CITY MAPS, PLANS, SPECIFICATIONS, AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF ALL CITY MAPS, PLANS, SPECIFICATIONS, AND ORDINANCES.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF HAWAII'S STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, AND ALL ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF ALL CITY MAPS, PLANS, SPECIFICATIONS, AND ORDINANCES.
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GENERAL NOTES (CONT)

- WHENEVER THERE IS A CHANGE IN THE LOCATION OF THE WORK COVERED BY THESE SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE CITY OF HAWAII AND THE CITY ENGINEER IN ADVANCE OF ANY WORK.
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TOPOGRAPHY NOTES

- PLAN SET TOPOGRAPHY BASED UPON: TOPOGRAPHIC SURVEY PERFORMED ON JANUARY 2014 AND LOCATED IN AUGUST 2014. CONSTRUCTION SHALL BE AWARE THAT SINCE THIS PLAN SET, THE CITY OF HAWAII HAS MADE CHANGES TO THE TOPOGRAPHY.
- ALL EXISTING UTILITIES WERE PLACED FROM RECORD INFORMATION AND FIELD TOPOGRAPHY. ACTUAL LOCATIONS MAY VARY AND ADDITIONAL CHANGES MAY EXIST IN THE FIELD.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF ALL CITY MAPS, PLANS, SPECIFICATIONS, AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF ALL CITY MAPS, PLANS, SPECIFICATIONS, AND ORDINANCES.
- ANY DAMAGE TO EXISTING UTILITIES WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- BEFORE BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL CALL (808) 527-3262 TO HAVE THE SITE MARKED. THE CONTRACTOR SHALL PROVIDE ALL EXISTING UTILITIES TO THE CITY OF HAWAII. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF ALL CITY MAPS, PLANS, SPECIFICATIONS, AND ORDINANCES.
- CONTRACTOR/ENGINEER SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE APPROPRIATE AGENCY TO DO ANY WORK WITHIN 10' OF ANY EXISTING UTILITY.
- CONTRACTOR TO BE CAUTIOUS OF UNDERGROUND UTILITY LINES. CONTRACTOR SHALL USE EXTREME CAUTION AS TO EXISTING LINES MAY EXIST ON THE SITE THAT ARE NOT CLEARLY MARKED.
- ANY UTILITY HAS BEEN MARKED TO SHOW ALL EXISTING UTILITIES, UTILITIES, CABLES, PIPES, WELLS, ETC. IN THEIR APPROPRIATE LOCATION ON THE SURVEY. ANY UTILITY HAS BEEN MARKED TO SHOW ALL EXISTING UTILITIES, UTILITIES, CABLES, PIPES, WELLS, ETC. IN THEIR APPROPRIATE LOCATION ON THE SURVEY.
- IN CONSTRUCTION WITH CONTRACTING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF ALL CITY MAPS, PLANS, SPECIFICATIONS, AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF ALL CITY MAPS, PLANS, SPECIFICATIONS, AND ORDINANCES.
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TOPOGRAPHY NOTES (CONT.)

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SANITARY SEWER NOTES

- ALL SANITARY SEWER CONSTRUCTION, MATERIALS, AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF HAWAII'S STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, AND ALL ORDINANCES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF ALL CITY MAPS, PLANS, SPECIFICATIONS, AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF ALL CITY MAPS, PLANS, SPECIFICATIONS, AND ORDINANCES.
- SEWER MAINS SHALL BE INSTALLED FROM THE EXISTING FACILITIES UPSTREAM TO THE END OF THE LINE.
- ALL SANITARY SEWER CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF HAWAII'S STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, AND ALL ORDINANCES.
- ALL TESTING REQUIRED BY THE CITY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, INCLUDING THE TESTING OF ALL SEWER LINES.
- THE CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLUING OR OTHER PROVISIONS NECESSARY TO PROTECT ALL EXISTING UTILITIES, INCLUDING ALL SANITARY SEWER LINES, FROM DAMAGE DURING CONSTRUCTION.
- SEWER PIPES SHALL BE IN ACCORDANCE WITH CITY OF HAWAII'S STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, AND ALL ORDINANCES. PIPES SHALL BE TYPE 15" THROUGH 36" IN DIAMETER. PIPES SHALL BE TYPE 15" THROUGH 36" IN DIAMETER. PIPES SHALL BE TYPE 15" THROUGH 36" IN DIAMETER.
- THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN, OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
- SANITARY SEWER MAINS SHALL BE INSTALLED FROM THE EXISTING FACILITIES UPSTREAM TO THE END OF THE LINE.
- SEWER CONSTRUCTION SHALL VERIFY LOCATION OF ALL EXISTING UNDERGROUND UTILITIES, INCLUDING ALL SANITARY SEWER LINES, FROM DAMAGE DURING CONSTRUCTION.
- MAINTENANCE HOLES AND COVERS SHALL BE ADJUSTED TO FINISH GRADES BY THE FINISH CONTRACTOR AFTER STREET IMPROVEMENTS ARE COMPLETED. COST FOR ADJUSTING FACILITIES TO BE INCLUDED IN THE UNIT PRICE FOR MAINTENANCE HOLES AND COVERS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACCURATELY MARKING INSTALLED LOCATION OF EXISTING LATERALS. THE CONTRACTOR SHALL STAKE "X" TO THE CURB FACE DIRECTLY OVER THE SERVICE.
- SANITARY SEWER SYSTEM WILL BE PUBLICLY OWNED AND MAINTAINED.
- CONTRACTOR SHALL TRIPLE BACKFILL PER CITY OF HAWAII'S STANDARD PLANS AND SPECIFICATIONS.

SHADING AND STRIPING GENERAL NOTES

- ALL SHADING AND TRAFFIC CONTROL DEVICES TO BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE CALIFORNIA MUTCD AND THE CITY OF HAWAII'S STANDARD PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL USE STATE STANDARD STENCILS FOR ALL STRIPES & LETTERING. ALL STRIPES, LETTERING, AND LETTERING SHALL BE REFLECTIVE AND MEET THE CURRENT CALIFORNIA MUTCD REQUIREMENTS FOR REFLECTIVITY.
- PAVING PROCEDURES FOR STRIPING AS PER CITY OF HAWAII'S STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- INSTALL TWO-WAY BLUE REFLECTIVE MARKER AT EVERY TURN ADVISORY PER CITY STANDARD PLANS.
- THE LENGTH OF METAL ROAD POSTS SHALL BE SUFFICIENT TO EXTEND FROM THE TOP OF THE SIGN TO THE BOTTOM OF THE SIGN. THE SIGN SHALL BE PLACED SUCH THAT THE CLEARANCE BETWEEN FINISH GRADE AND THE BOTTOM OF THE SIGN (UNLESS OTHERWISE SPECIFIED).
- ALL SIGNS AND POSTS TO BE REMOVED SHALL BE SALVAGED TO CITY CODE. VARIOUS CONTACT MAY BE REQUIRED (STREET SUPERVISOR) AT (808) 527-3262 AND PROVIDE 24 HOURS ADVANCEMENT IN ADVANCE OF REMOVAL.
- DEPRESSIONS IN THE PAVEMENT SURFACE RESULTING FROM THE REMOVAL OF EXISTING PAVEMENT MARKINGS SHALL BE PATCHED AS NECESSARY TO MATCH THE SURROUNDING SURFACE.

SITE LAYOUT NOTES

- STAKING SHALL BE PER THE CALIFORNIA MUTCD AND CITY OF HAWAII'S STANDARD PLANS AND SPECIFICATIONS.
- SEE ELECTRICAL PLANS FOR DRY UTILITY LAYOUT, DRY UTILITY DETAILS AND SPECIFICATIONS, MODIFICATIONS TO EXISTING UTILITY UTILITIES, SITE LIGHTING LOCATIONS AND DETAIL, POINTS OF CONNECTION, AND SLOPE CROSSINGS.
- SEE GEOTECHNICAL ENGINEERING INVESTIGATION PREPARED BY GRAHAM & ASSOCIATES, INC. (PROJECT NO. 012-19149) DATED DECEMBER 3, 2019. GEOTECHNICAL ENGINEERING INVESTIGATION PREPARED BY GRAHAM & ASSOCIATES, INC. (PROJECT NO. 012-19149) DATED DECEMBER 3, 2019. GEOTECHNICAL ENGINEERING INVESTIGATION PREPARED BY GRAHAM & ASSOCIATES, INC. (PROJECT NO. 012-19149) DATED DECEMBER 3, 2019.
- A FINAL UTMATED GEOTECHNICAL REPORT IS REQUIRED TO BE PREPARED PRIOR TO THE START OF CONSTRUCTION, AND BASED ON SUBGRADE MATERIAL TESTING.

APPROVALS

APPROVED SUBJECT TO THE DATA SHOWN, THE CITY OF HAWAII, AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT MAY BE PRESENT IN THE THESE PLANS.	
CITY ENGINEER:	DATE: AUG 25 2021
SHEET NUMBER: C1.2	

Attachment: Subd Agreement Exhibits A and B (PW: Approve Tract 865 Unit 2 Final Map and Subdivision

GENERAL NOTES

**IMPROVEMENT PLANS FOR HUME AVENUE
SANITARY SEWER FORCE MAIN EXTENSION
HAWAII**

NorthStar Engineering Group, Inc.
11000 12TH AVENUE, SUITE 200, HONOLULU, HAWAII 96821
PHONE: (808) 527-3262
FAX: (808) 527-3263
WWW.NORTHSTAR-ENG.COM

APPROVED

C1.2



	EXISTING PAVEMENT TO REMAIN		EXISTING PAVEMENT TO BE REMOVED
	EXISTING CONCRETE TO REMAIN		EXISTING CONCRETE TO BE REMOVED

[illegible]

CONTRACTOR SHALL CONSTRUCT A CLEAN STRONG LINE TO PROVIDE A SMOOTH EDGE TO SURF AND TO REMOVE EXCESSIVE INFLUENT CONCRETE, OR CURBING AS NOTED ON THESE PLANS, BEFORE EXPOSING THE SURF TO TRAFFIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND REPAIR OF ANY DAMAGE TO THE EXISTING PAVEMENT IN THE AREA OF REWORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN AND REPAIR THE EXISTING PAVEMENT TO THE SAME STANDARD AS THE NEAREST DRAINAGE, REINFORCED PAVEMENT, CONCRETE JOINT OR SAWED AT THE NEAREST SCALE LINE. REWORKING FOR PROTECTIVE CURB, WHITE AND STEEL DRAINAGE LINES AND SIGNAGES NOT SHOWN CLARITY.

CONTRACTOR SHALL REMOVE EXCESSIVE INFLUENT AT THE CONTRACTOR'S EXPENSE. REFER TO NOTE 12 FOR ADDITIONAL INFORMATION.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF EXISTING AND NEW PAVEMENT, CURBING AND SIGNAGE. THE CONTRACTOR SHALL MAINTAIN EXISTING STRIPING AND PAVEMENT MARKINGS AS REQUIRED TO CONTRIBUTE NEW IMPROVEMENTS AND TO THE PREVIOUS PROVISIONS.

CONTRACTOR SHALL REMOVE EXCESSIVE 6" SAWED CURE JOINTS PER CITY OF CHICAGO PER DIVISION 3.05 AND PER CITY OF CHICAGO STANDARDS AND SPECIFICATIONS.

APPROVED SUBJECT TO THE DATA SHOWN: THE CITY OF HARTFORD AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT MAY BE PRESENT ON THESE PLANS.

Ronald A. Beck 11/1/21
CITY ENGINEER BY *E. M. M. R.* DATE



North Star
Engineering Group, Inc.
2426 LAKEMONT • LANTANA • FLORIDA
688 17th Street • LANTANA, FL 33462
(407) 244-2222 Fax
FAX (407) 244-2222

TOPOGRAPHY AND DEMOLITION PLAN

IMPROVEMENT PLANS FOR HUME AVENUE

SANITARY SEWER FORCE MAIN EXTENSION

HANFORD CALIFORNIA

DATE: 3-12-00

PROJECT: 00-0001

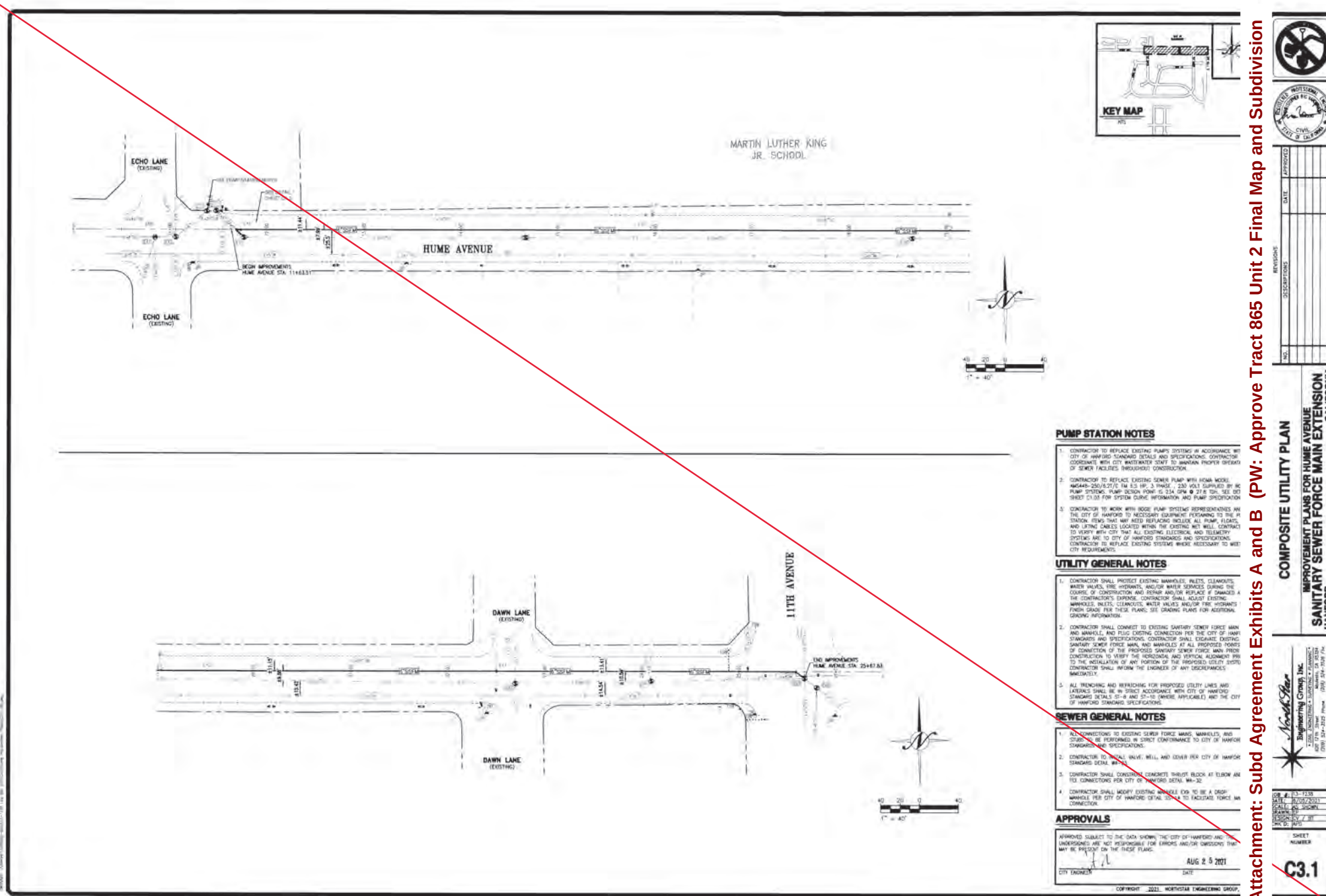
LOCATION: 2426 LAKEMONT • LANTANA • FLORIDA

SCALE: 1" = 40'

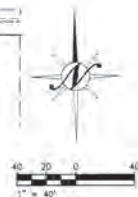
BY: [Signature]

SHEET NUMBER

C2.1



Attachment: Subd Agreement Exhibits A and B (PW: Approve Tract 865 Unit 2 Final Map and Subdivision



1. CONTRACTOR TO REPLACE EXISTING PUMPS SYSTEMS IN ACCORDANCE WITH CITY OF HANFORD STANDARD DESIGNS AND SPECIFICATIONS, CONTRACT COORDINATE WITH CITY MAINTENANCE STAFF TO MINIMIZE FUTURE PROBLEMS. FACILITIES UNDER CONSTRUCTION.

2. CONTRACTOR TO REPLACE EXISTING SENSEI PUMP WITH HONDA MODEL 40444-250R/27C/F 6.5 HP, 3 PHASE, 125 VOLT SUPPLIED BY CITY OF HANFORD. PUMP DESIGN POINT IS 234' OOD @ 27.8 TPD. SEE SHEET C-13 FOR SYSTEM CURVE, HEADINGS, AND PUMP DATA.

3. CONTRACTOR TO WORK WITH HONDA PUMP SYSTEM REPRESENTATIVES OF THE CITY OF HANFORD TO DEVELOP A MAINTENANCE PROGRAM FOR THE STATION. ITEMS THAT MAY NEED REPLACING INCLUDE: ALL PUMP, FLOA AND VALVE CARBLES, HOSES, BELT, AND PUMP OIL. CONTRACTOR TO COORDINATE TO VERIFY WITH CITY THAT ALL EXISTING ELECTRICAL, AND TELEMETRY SYSTEMS ARE TO CITY OF HANFORD STANDARDS AND SPECIFICATIONS.

4. CONTRACTOR TO REPLACE EXISTING SYSTEMS WHERE NECESSARY TO CITY REQUIREMENTS.

[illegible]

1. ALL CONNECTIONS TO EXISTING SEWER FORCE MAINS, MANHOLES, AND STUBS TO BE PERFORMED IN STRICT CONFORMANCE TO CITY OF HAM STANDARDS AND SPECIFICATIONS
2. CONTRACTOR TO INSTALL VALVE, WELL, AND COVER PER CITY OF HAM STANDARD DETAIL 8A-23.
3. CONTRACTOR SHALL CONSTRUCT CONCRETE THRUST BLOCK AT ELBOW TEE CONNECTIONS PER CITY OF HAMFORD DETAIL 8A-32.
4. CONTRACTOR SHALL MODIFY EXISTING MANHOLE EXITS TO BE A DROP MANHOLE PER CITY OF HAMFORD DETAIL 55-14 TO FACILITATE FORCE CONNECTION.

APPROVED SUBJECT TO THE DATA SHOWN, THE CITY OF HANFORD AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT MAY BE PRESENT ON THESE PLANS.

[Signature] 11/1/21
 for CITY ENGINEER by Engr. Mgr. DATE

Packet Pg. 137

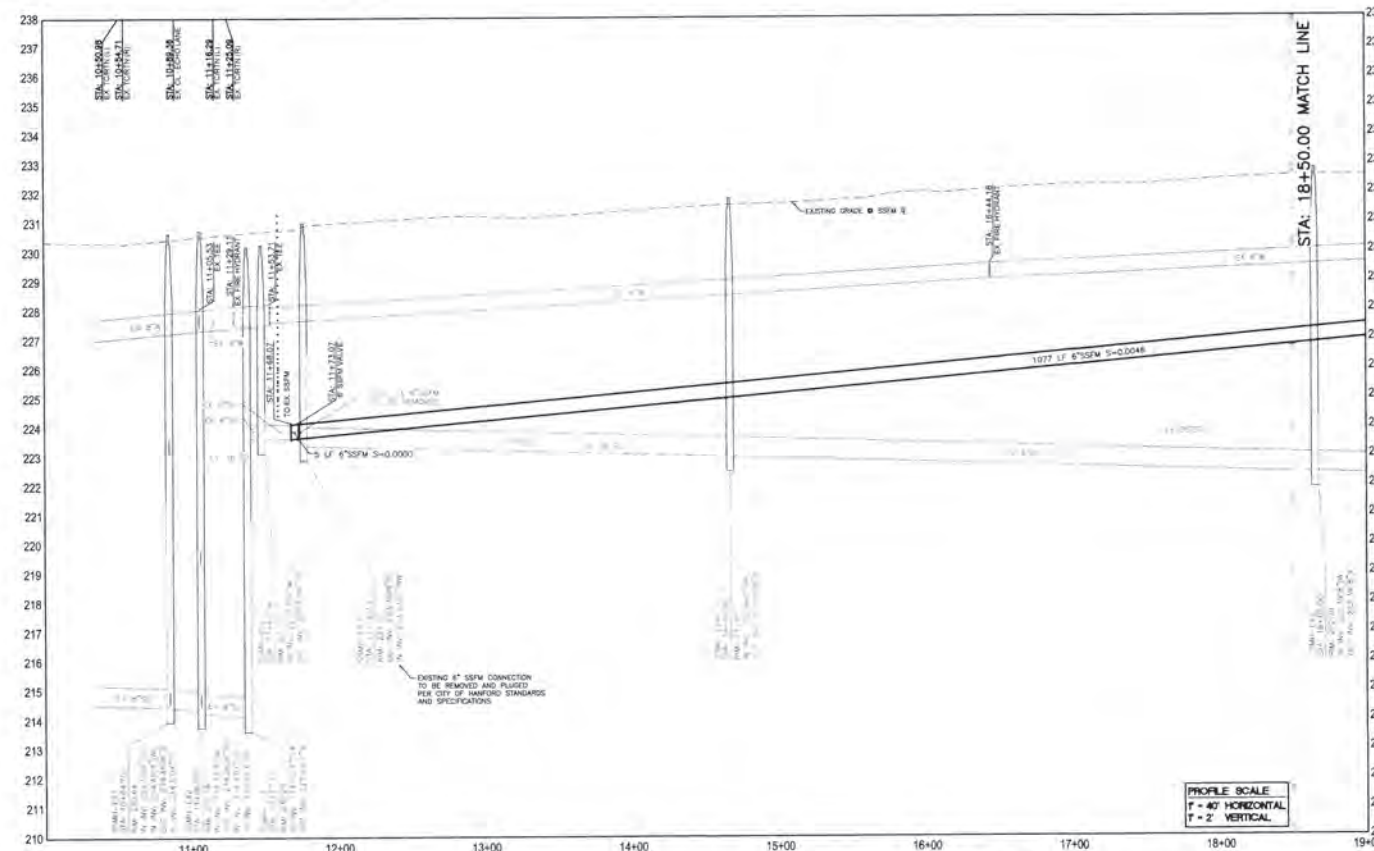


North Star
Engineering Corp., Inc.
• 1500 KINGSLEY AVE. SUITE 100 •
• 400 720 Third Street •
• 94017-1000 •
• (415) 341-4330 Home • (415) 341-4332 Fax

COMPOSITE UTILITY PLAN

**IMPROVEMENT PLANS FOR HUME AVENUE
SANITARY SEWER FORCE MAIN EXTENSION
CALIFORNIA**

REVISIONS	
NO.	DATE
1	02/29/2001
2	03/01/2001
3	03/01/2001
4	03/01/2001
5	03/01/2001
6	03/01/2001
7	03/01/2001
8	03/01/2001
9	03/01/2001
10	03/01/2001
11	03/01/2001
12	03/01/2001
13	03/01/2001
14	03/01/2001
15	03/01/2001
16	03/01/2001
17	03/01/2001
18	03/01/2001
19	03/01/2001
20	03/01/2001
21	03/01/2001
22	03/01/2001
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PUMP STATION NOTES

- CONTRACTOR TO REPLACE EXISTING PUMPS SYSTEMS IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAILS AND SPECIFICATIONS. CONTRACTOR COORDINATE WITH CITY WASTEWATER STAFF TO MAINTAIN PROPER OPERATION OF SEWER FACILITIES THROUGHOUT CONSTRUCTION.
- CONTRACTOR TO REPLACE EXISTING SEWER PUMP WITH HOMA MODEL AN-444-250/627/5 PM 6.5 HP, 3 PHASE, 230 VOLT SUPPLIED BY BK PUMP SYSTEMS. PUMP DESIGN POINT IS 234 CPM @ 27.8 TON. SEE DET SHEET 15.03 FOR SYSTEM CURVE INFORMATION AND PUMP SPECIFICATION.
- CONTRACTOR TO WORK WITH BODGE PUMP SYSTEMS REPRESENTATIVES IN THE CITY OF HANFORD TO NECESSARY EQUIPMENT PERTAINING TO THE 11 STATION. ITEMS THAT MAY NEED REPLACING INCLUDE ALL PUMP, FLUATS, AND LIFTING CABLES LOCATED WITHIN THE EXISTING WET WELL. CONTRACT TO VERIFY WITH CITY THAT ALL EXISTING ELECTRICAL AND VELOCITY SYSTEMS ARE TO CITY OF HANFORD STANDARDS AND SPECIFICATIONS. CONTRACTOR TO REPLACE EXISTING SYSTEMS WHERE NECESSARY TO MEET CITY REQUIREMENTS.

UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, INLETS, CLEANOUTS, WATER VALVES, FIRE HYDRANTS, AND/OR WATER SOURCES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED. THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL ADJUST EXISTING MANHOLES, INLETS, CLEANOUTS, WATER VALVES AND/OR FIRE HYDRANTS FINISH GRADE PER THESE PLANS. SEE GRADING PLANS FOR ADDITIONAL GRADING INFORMATION.
- CONTRACTOR SHALL CONNECT TO EXISTING SANITARY SEWER FORCE MAIN AND MANHOLE, AND PUMP EXISTING CONNECTION PER THE CITY OF HANFORD STANDARDS AND SPECIFICATIONS. CONTRACTOR SHALL EXCAVATE EXISTING SANITARY SEWER FORCE MAIN AND MANHOLES AT ALL PROPOSED POINTS OF CONNECTION OF THE PROPOSED SANITARY SEWER FORCE MAIN. PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL INFORM THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
- ALL FENCING AND REPAIRING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF HANFORD STANDARD DETAILS 55-8 AND 55-10 (WHERE APPLICABLE) AND THE CITY OF HANFORD STANDARD SPECIFICATIONS.

SEWER GENERAL NOTES

- ALL CONNECTIONS TO EXISTING SEWER FORCE MAIN, MANHOLES, AND STUBS TO BE PERFORMED IN STRICT CONFORMANCE TO CITY OF HANFORD STANDARDS AND SPECIFICATIONS.
- CONTRACTOR TO INSTALL VALVE, WELL, AND COVER PER CITY OF HANFORD STANDARD DETAIL WA-23.
- CONTRACTOR SHALL CONSTRUCT CONCRETE THROUST BLOCK AT ELBOW AND TEE CONNECTIONS PER CITY OF HANFORD DETAIL WA-32.
- CONTRACTOR SHALL MODIFY EXISTING MANHOLE EXN TO BE A DROP MANHOLE PER CITY OF HANFORD DETAIL 55-14 TO FACILITATE FORCE MAIN CONNECTION.

APPROVALS

APPROVED SUBJECT TO THE DATA SHOWN, THE CITY OF HANFORD AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT MAY BE PRESENT ON THESE PLANS.

CITY ENGINEER: DATE: AUG 2 9 2021

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KEY MAP

1" = 40'

REVISIONS

NO.	DATE	DESCRIPTION

PLAN & PROFILE

HUME AVENUE

STA. 10+00 TO 18+50

IMPROVEMENT PLANS FOR HUME AVENUE

SANITARY SEWER FORCE MAIN EXTENSION

HANFORD

CALIFORNIA

NorthStar

Engineering Group, Inc.

1000 N. 1ST STREET, SUITE 100

HANFORD, CA 93230

(509) 524-3227 Phone (509) 524-3228 Fax

DATE: 08-02-2021

SCALE: 1" = 40' HORIZONTAL

SCALE: 1" = 2' VERTICAL

DESIGNED BY: JST

CHECKED BY: JST

DATE: 08-02-2021

SHEET NUMBER

C4.1

Attachment: Subd Agreement Exhibits A and B (PW: Approve Tract 865 Unit 2 Final Map and Subdivision

PLAN & PROFILE

HUME AVENUE

STA. 18+50 TO 26+50

IMPROVEMENT PLANS FOR HUME AVENUE

SANITARY SEWER FORCE MAIN EXTENSION

HANFORD, CALIFORNIA

DATE

APPROVED

REVISIONS

NO.

DESCRIPTION

DATE

APPROVED

REVISIONS

NO.

DESCRIPTION

North Star Engineering Group, Inc.

1000 N. 10th Street, Suite 100

Hanford, CA 93230

(559) 244-1000 Fax: (559) 244-1001

DATE

APPROVED

REVISIONS

NO.

DESCRIPTION

DATE

APPROVED

REVISIONS

NO.

DESCRIPTION

North Star Engineering Group, Inc.

1000 N. 10th Street, Suite 100

Hanford, CA 93230

(559) 244-1000 Fax: (559) 244-1001

DATE

APPROVED

REVISIONS

NO.

DESCRIPTION

DATE

APPROVED

REVISIONS

NO.

DESCRIPTION

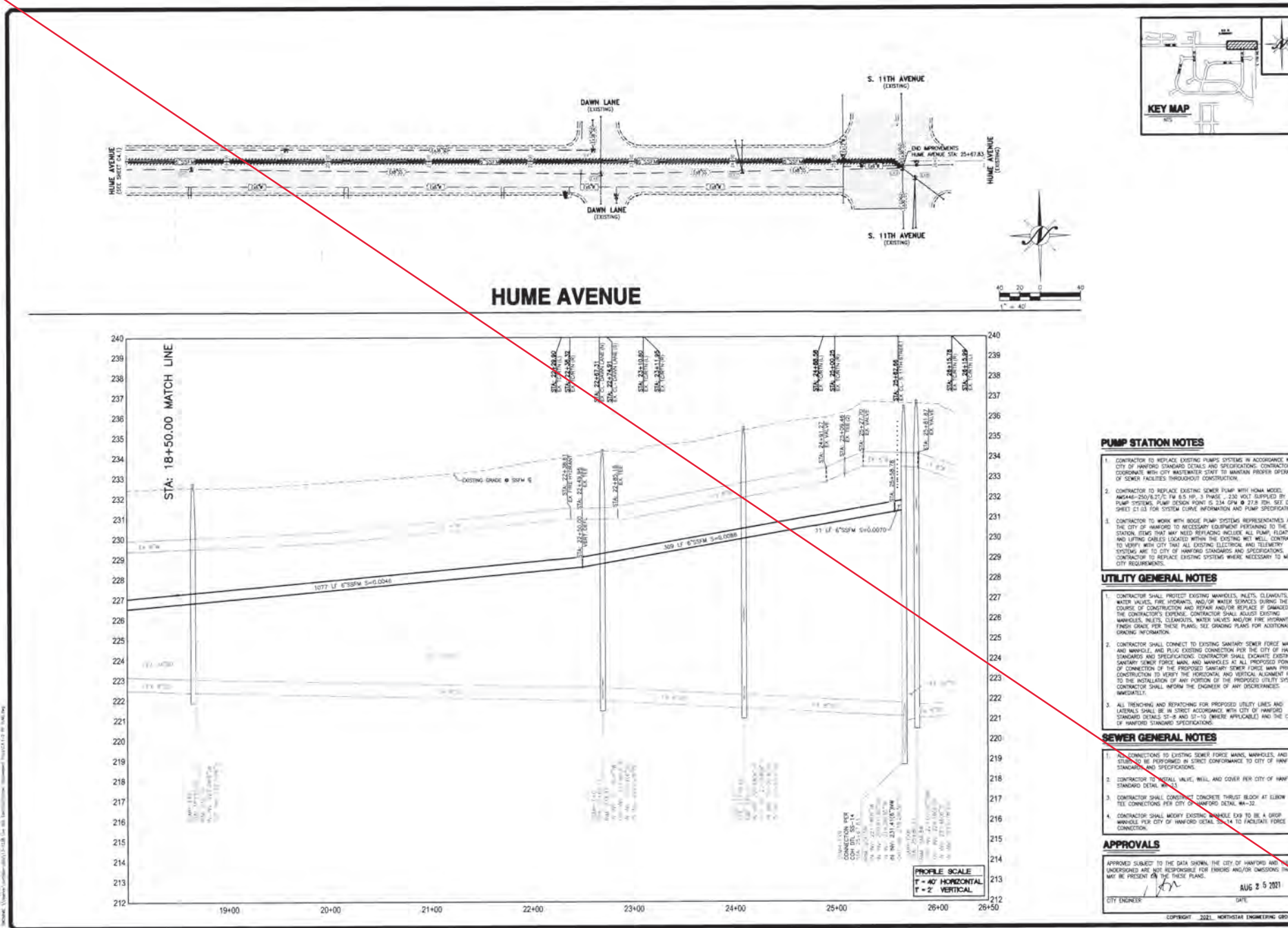
North Star Engineering Group, Inc.

1000 N. 10th Street, Suite 100

Hanford, CA 93230

(559) 244-1000 Fax: (559) 244-1001

C4.2



PUMP STATION NOTES

- CONTRACTOR TO REPLACE EXISTING PUMPS SYSTEMS IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAILS AND SPECIFICATIONS. CONTRACTOR COORDINATE WITH CITY WASTEWATER DEPT. TO MAINTAIN PROPER OPERATION OF SEWER FACILITIES THROUGHOUT CONSTRUCTION.
- CONTRACTOR TO REPLACE EXISTING SEWER PUMP WITH HOMA MODEL: HOMA-250/6.75/1.75 1/2 HP, 3 PHASE, 230 VOLT SUPPLIED BY 80 AMP SYSTEMS. PUMP DESIGN POINT IS 234 GPM @ 27.8 FEET. SEE DET. SHEET C4.13 FOR SYSTEM CURVE INFORMATION AND PUMP SPECIFICATIONS.
- CONTRACTOR TO WORK WITH BOGE PUMP SYSTEMS REPRESENTATIVES ARE THE CITY OF HANFORD TO NECESSARY EQUIPMENT PERTAINING TO THE PUMP STATION ITEMS THAT MAY NEED REPLACING INCLUDE ALL PUMP FLUENTS AND LIFTING CABLES LOCATED WITHIN THE EXISTING WET WELL. CONTRACT TO ADJUST WITH CITY THAT ALL EXISTING ELECTRICAL AND TELEMETRY SYSTEMS ARE TO CITY OF HANFORD STANDARDS AND SPECIFICATIONS. CONTRACTOR TO REPLACE EXISTING SYSTEMS WHERE NECESSARY TO MEET CITY REQUIREMENTS.

UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, INLETS, CLEANOUTS, WATER VALVES, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL ADJUST EXISTING MANHOLES, INLETS, CLEANOUTS, WATER VALVES AND/OR FIRE HYDRANTS TO FINISH GRADE PER THESE PLANS. SEE GRADING PLANS FOR ADDITIONAL GRADING INFORMATION.
- CONTRACTOR SHALL CONNECT TO EXISTING SANITARY SEWER FORCE MAIN AND MANHOLE, AND PLUG EXISTING CONNECTION PER THE CITY OF HANFORD STANDARD DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL EXCAVATE EXISTING SANITARY SEWER FORCE MAIN AND MANHOLES AT ALL PROPOSED POINTS OF CONNECTION OF THE PROPOSED SANITARY SEWER FORCE MAIN PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
- ALL TRENCHING AND REPAIRING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF HANFORD STANDARD DETAILS ST-8 AND ST-10 (WHERE APPLICABLE) AND THE CITY OF HANFORD STANDARD SPECIFICATIONS.

SEWER GENERAL NOTES

- CONNECTIONS TO EXISTING SEWER FORCE MAIN, MANHOLES, AND LATERALS SHALL BE IN STRICT ACCORDANCE TO CITY OF HANFORD STANDARD DETAILS AND SPECIFICATIONS.
- CONTRACTOR TO INSTALL VALVE, WELL, AND COVER PER CITY OF HANFORD STANDARD DETAIL 44-11.
- CONTRACTOR SHALL CONSTRUCT CONCRETE THRUST BLOCK AT ELBOW AND TEE CONNECTIONS PER CITY OF HANFORD DETAIL 44-12.
- CONTRACTOR SHALL MODIFY EXISTING MANHOLE EX-10 TO BE A GROUP MANHOLE PER CITY OF HANFORD DETAIL EX-14 TO FACILITATE FORCE MAIN CONNECTION.

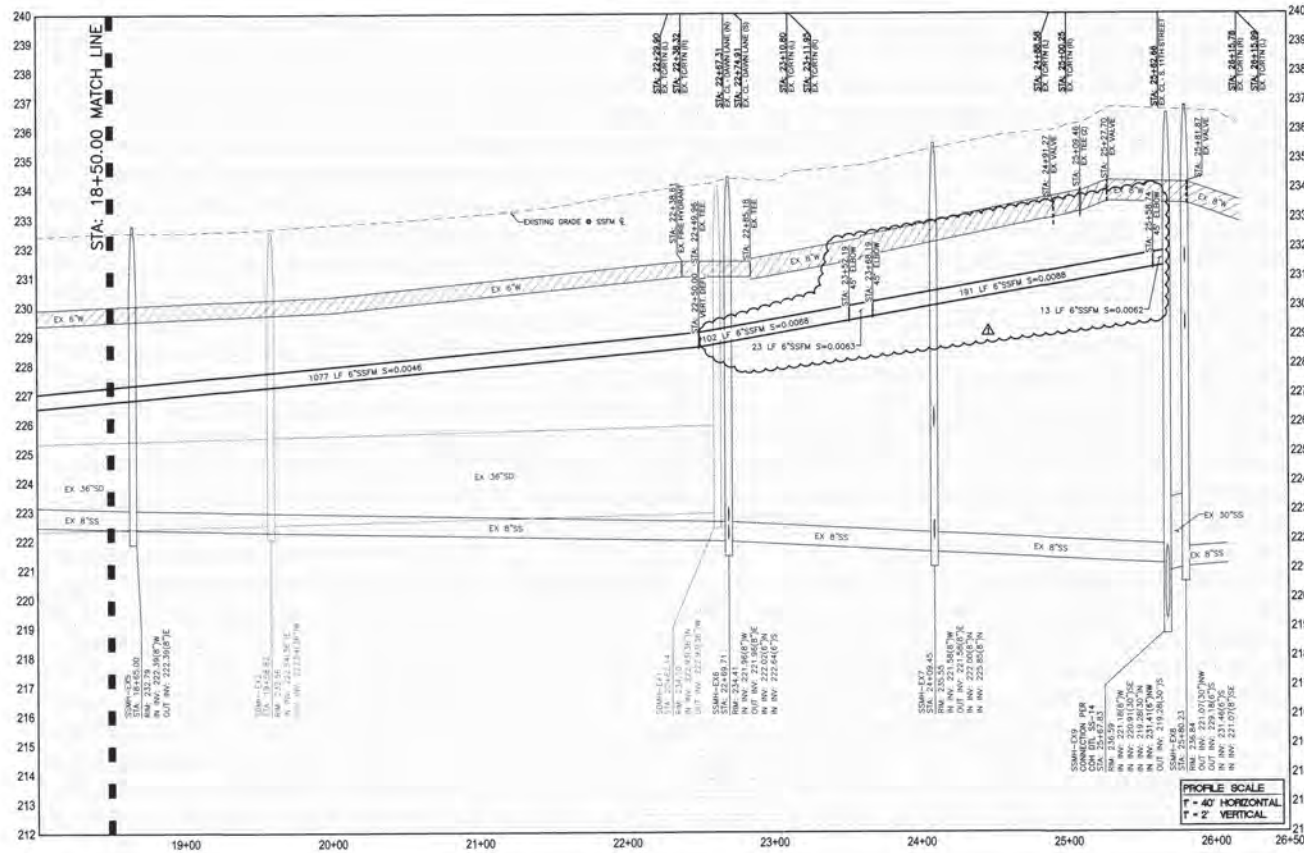
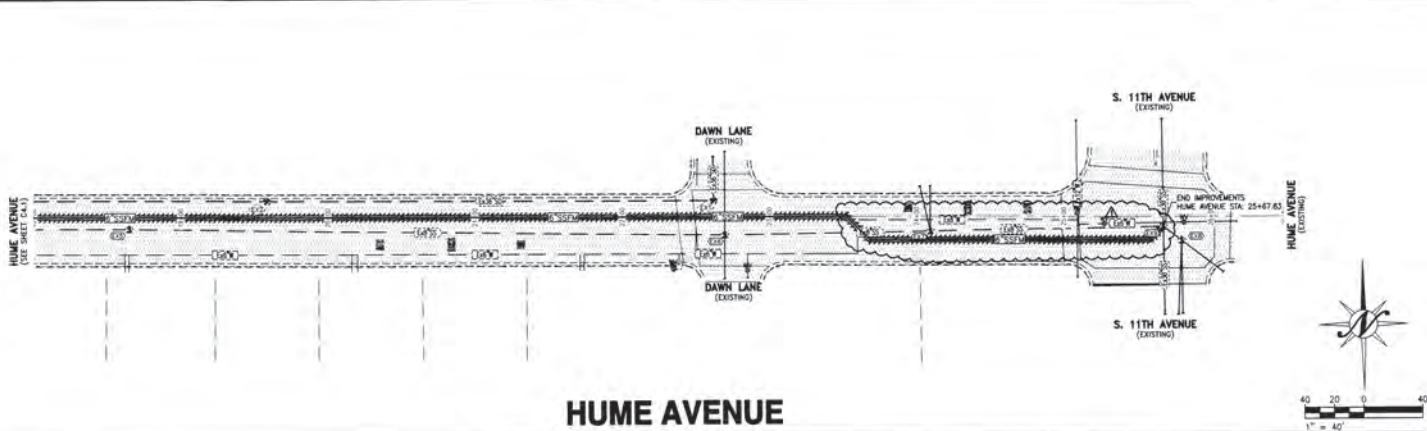
APPROVALS

APPROVED SUBJECT TO THE DATA SHOWN, THE CITY OF HANFORD AND UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT MAY BE PRESENT ON THESE PLANS.

CITY ENGINEER: DATE: AUG 2 5 2017

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Attachment: Subd Agreement Exhibits A and B (PW: Approve Tract 865 Unit 2 Final Map and Subdivision



PUMP STATION NOTES

- 1. CONTRACTOR TO REPLACE EXISTING PUMP STATION IN ACCORDANCE WITH CITY OF HANFORD STANDARD DETAILS AND SPECIFICATIONS. CONTRACTOR TO COORDINATE WITH CITY WASTEWATER DEPT TO MAINTAIN PROPER OPERATION OF SEWER FACILITIES THROUGHOUT CONSTRUCTION.
- 2. CONTRACTOR TO REPLACE EXISTING SEWER PUMP WITH HOMA MODEL AN4046-250/18.7/70 FM 6.5 HP, 3 PHASE, 230 VOLT SUPPLIED BY PUMP SYSTEM. PUMP DESIGN POINT IS 214' SPM @ 27.8 TPD. SEE SHEET C1.03 FOR SYSTEM CURVE INFORMATION AND PUMP SPECIFICATIONS.
- 3. CONTRACTOR TO WORK WITH BOGE PUMP SYSTEMS REPRESENTATIVES / THE CITY OF HANFORD TO NECESSARY EQUIPMENT PERTAINING TO THE STATION. ITEMS THAT MAY NEED REPLACING INCLUDE ALL PUMP, FLOOR AND LIFTING CABLES LOCATED WITHIN THE EXISTING WELL. CONTRACTOR TO VERIFY WITH CITY THAT ALL EXISTING ELECTRICAL AND TELEMETRY SYSTEMS ARE TO CITY OF HANFORD STANDARDS AND SPECIFICATIONS. CONTRACTOR TO REPLACE EXISTING SYSTEMS WHERE NECESSARY TO MEET CITY REQUIREMENTS.

UTILITY GENERAL NOTES

- 1. CONTRACTOR SHALL PROTECT EXISTING MANHOLES, INLETS, CLEANOUTS, WATER VALVES, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED. THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL ADJUST EXISTING MANHOLES, INLETS, CLEANOUTS, WATER VALVES AND/OR FIRE HYDRANT FINISH GRADE PER THESE PLANS. SEE GRADING PLANS FOR ADDITIONAL GRADING INFORMATION.
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- 3. ALL TRENCHING AND REPAIRING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF HANFORD STANDARD DETAILS ST-8 AND ST-10 (WHERE APPLICABLE) AND THE CITY OF HANFORD STANDARD SPECIFICATIONS.

SEWER GENERAL NOTES

- 1. ALL CONNECTIONS TO EXISTING SEWER FORCE MAIN, MANHOLES, AND STUBS TO BE PERFORMED IN STRICT CONFORMANCE WITH CITY OF HANFORD STANDARDS AND SPECIFICATIONS.
- 2. CONTRACTOR TO INSTALL VALVE, WELL, AND COVER PER CITY OF HANFORD STANDARD DETAIL WA-23.
- 3. CONTRACTOR SHALL CONSTRUCT CONCRETE THRUST BLOCK AT ELBOW TEE CONNECTIONS PER CITY OF HANFORD DETAIL WA-32.
- 4. CONTRACTOR SHALL MODIFY EXISTING MANHOLE EXIST TO BE A DROP MANHOLE PER CITY OF HANFORD DETAIL SS-14 TO INCLUDE FORCE CONNECTION.

APPROVALS

APPROVED SUBJECT TO THE DATA SHOWN, THE CITY OF HANFORD AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT MAY BE PRESENT ON THESE PLANS.

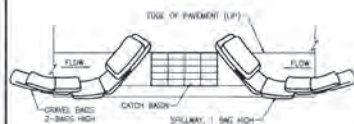
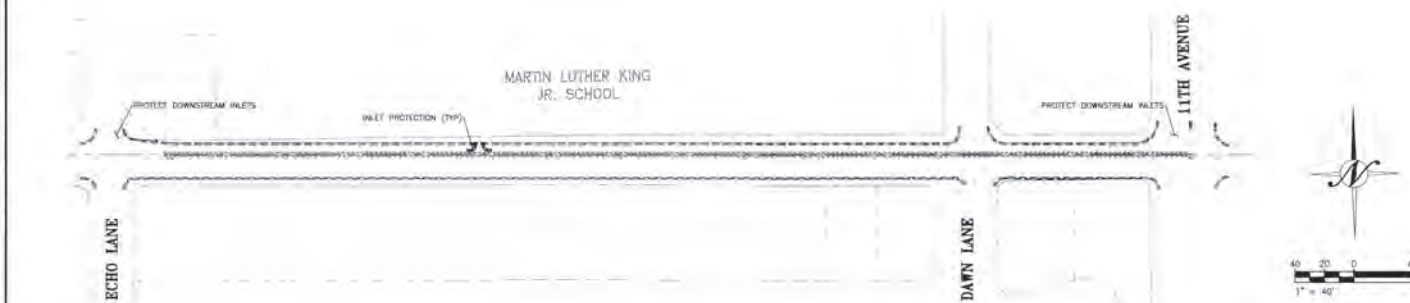
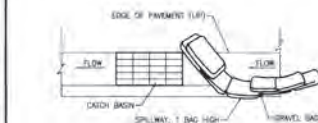
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FOR: [Signature] DATE: 11/1/21

EROSION CONTROL NOTES

1. THESE PLANS DEPICT APPROPRIATE MEASURES TO CONTROL EROSION ON THE SITE TO BE GRADED AS SHOWN ON THE PLANS. THE NATIVE VEGETATION WILL BE REMOVED ONLY FROM THOSE AREAS TO BE GRADED. AREAS OUTSIDE OF AND DOWN-SLOPE OF THE LIMITS OF GRADING WILL BE PROTECTED FROM SOIL LAUNCH RUNOFF BY PERIMETER SILT FENCES AS SHOWN ON THIS PLAN. SLOPED AREAS WHICH HAVE BEEN STRIPPED OF VEGETATION AND NEW SLOPES OVER FOUR FEET HIGH CREATED DURING THE GRADING OPERATION WILL BE TRICKLE-SEDGED & HYDROSEDED.
2. ALL EROSION SEDIMENT STRUCTURES SHALL BE INSPECTED AFTER EACH RAINFALL AND SHALL BE CLEARED OUT AS NECESSARY.
3. A STABILIZED CONSTRUCTION ENTRANCE SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF GRADING. THE LOCATION SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR. ALL CONSTRUCTION TRAFFIC ENTERING THE PAVED ROAD MUST CROSS THE ENTRANCE.
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF EROSION CONTROL FROM THE LIFE OF THE PROJECT AND SHALL INSTALL AND MAINTAIN ANY DEVICES AND MEASURES NECESSARY TO THE SATISFACTION OF THE CITY ENGINEER, DURING CONSTRUCTION ACTIVITIES.
5. TO MINIMIZE EROSION OF GRADED BANKS, ALL GRADED BANKS AND STOCKPILE AREAS SHALL BE HYDROSEDED, LANDSCAPED OR SEASLED.
6. STORM DRAINS, PIECES OF WOOD, FABRIC OR OTHER SUITABLE MATERIALS SHALL BE USED TO PREVENT SEDIMENT LAUNCH RUNOFF FROM ENTERING ANY COMPLETED STORM DRAIN INLETS. THESE PROTECTION MEASURES SHALL BE MAINTAINED UNTIL THE PROJECT IS COMPLETED.
7. WHEN TEMPORARY STRUCTURES HAVE SERVED THEIR INTENDED PURPOSE AND THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED, THE EXPOSURE AND RESULTING SEDIMENT DEPOSITS ARE TO BE LEVELLED OR OTHERWISE DISPOSED OF BY THE CONTRACTOR AS RECOMMENDED BY THE SOILS ENGINEER.
8. GRADED AREAS MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE SHALL BE DIRECTED TOWARDS DRAINAGE INLETS.
9. TEMPORARY EROSION CONTROL DEVICES SHOWN ON THIS PLAN WHICH INTERFERE WITH THE WORK SHALL BE RELOCATED OR MODIFIED AS AND WHEN THE INSPECTOR SO DIRECTS AS THE WORK PROGRESSES.
10. ALL EXPOSED SOIL AND DEBRIS SHALL BE REMOVED FROM THE STREET AREAS UPON STARTING OPERATIONS AND PERIODICALLY THEREAFTER AS DIRECTED BY THE INSPECTOR.
11. HYDROSEEDING OF SLOPES OVER 5' IN HEIGHT SHALL BE COMPLETED BETWEEN SEPTEMBER 1 AND OCTOBER 1 OF THE YEAR IN WHICH THEY ARE CONSTRUCTED OR IMMEDIATELY AFTER THEIR CONSTRUCTION IF THEY ARE COMPLETED AFTER OCTOBER 1ST. APPLICATION RATES SHALL BE AS FOLLOWS:

HYDROSEED MIX	SEEDING RATE	HYDROSEED MIX	SEEDING RATE
ARCTIC TERNER VARI. HAWKLOSA (THREE-ARM)	50% 100% 100%	100% 100% 100%	
BRONZE CANNATUS (CALIFORNIA BROM)	50% 100% 100%	100% 100% 100%	
ELIMUS (ELIMUS)	50% 100% 100%	100% 100% 100%	
ELIMUS TRACHYCAULIS TOP TRACHYCAULIS	50% 100% 100%	100% 100% 100%	
MILICA CALIFORNICA (CALIFORNIA GRASS)	50% 100% 100%	100% 100% 100%	
MULLENBERGIA BURESI (DEER GRASS)	50% 100% 100%	100% 100% 100%	
MOSELLA LITREA (THORN ROSE CLOVER)	50% 100% 100%	100% 100% 100%	
TRIFOLIUM HYDRUM	50% 100% 100%	100% 100% 100%	
CELLULOSE FIBER MATT	2000		
ORGANIC BINDER WITH HYDROSEED SLURRY	50		
10-20-10 FERTILIZER	300		
12. WHEN DIRECTED BY THE INSPECTOR, A 12-INCH BERM SHALL BE MAINTAINED ALONG THE TOP OF THE SLOPE IN THOSE AREAS WHERE GRADING IS NOT IN PROGRESS.
13. STORM-OR OTHERS SHALL BE ALERTED BY THE PERMITTED OR CONTRACTOR FOR EMERGENCY WORK DURING RAINFALL.
14. TOWER OR STORM DRAIN TRENCHES THAT DRAIN THROUGH BERM (S) SHALL BE RELOCATED WITH SANDBAGS FROM TOP OF PIPE TO TOP OF DIRT.
15. ALL UTILITY TRENCHES SHALL BE BLOCKED WHEN DIRECTED BY THE DESIGN ENGINEER AT THE PRESCRIBED INTERVALS FROM THE BOTTOM TO TOP WITH DOUBLE ROW OF SANDBAGS FROM THE BACKFILL. SANDBAGS ARE TO BE PLACED WITH ALTERNATE HEADER AND STRETCHER COURSES. THE INTERVALS PRESCRIBED BETWEEN SANDING BLOCKING SHALL DEPEND ON THE SLOPE OF THE GROUND SURFACE, BUT NOT TO EXCEED THE FOLLOWING:

GRADE OF EXISTING SURFACE OR STREET	INTERVAL
LESS THAN 2%	AS REQUIRED
2% TO 4%	100 FEET
4% TO 10%	50 FEET
OVER 10%	25 FEET
16. PROVIDE VELOCITY CHECK DAMS IN ALL UNPAVED STREET AREAS AT THE INTERVALS INDICATED ABOVE. VELOCITY CHECK DAMS MAY BE CONSTRUCTED OF SANDBAGS, TIMBER, OR OTHER EROSION RESISTANT MATERIALS APPROVED BY THE INSPECTOR, AND SHALL EXTEND COMPLETELY ACROSS THE STREET OR CHANNEL AT RIGHT ANGLES TO THE CENTERLINE. EARTH DAMS MAY NOT BE USED AS VELOCITY CHECK DAMS.
17. AFTER SEWER AND UTILITY TRENCHES ARE BACKFILLED AND COMPACTED, THE SURFACES OVER SUCH TRENCHES SHALL BE REINFORCED SLIGHTLY TO PREVENT CHANNELING OF WATER IN THE TRENCH AREA. CARE SHOULD BE EXERCISED TO PROVIDE FOR CROSS-FLOW AT FREQUENT INTERVALS WHERE TRENCHES ARE NOT ON THE CENTERLINE OF A CROWNED STREET. REMOVE ALL CHECK DAMS PRIOR TO BACKFILL.
18. EXCEPT AS OTHERWISE DIRECTED BY THE INSPECTOR, ALL DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY OR WHEN DIRECTED BY THE INSPECTOR.
19. ALL BERMES AND CHECK DAMS SHALL HAVE BEEN PUMPED DRY, AND ALL DEBRIS AND SOIL REMOVED WITHIN 24 HOURS AFTER EACH STORM.
20. SANDBAGS SHALL BE STOCKPILED ON-SITE, READY TO BE PLACED IN POSITION WHEN THE CHANCE OF RAIN IS FORECAST TO BE 40% OR GREATER.
21. EXPOSED SLOPES SHALL BE PROTECTED BY VEGETATION COVER OR FABRIC COVER AS APPROVED BY THE CITY ENGINEER.
22. ALL EROSION CONTROL MEASURES SHALL BE IN COMPLIANCE WITH THE LATEST EDITION OF THE CASSA STORMWATER MANAGEMENT HANDBOOK.
23. THE FOLLOWING PLANS ARE ACCURATE FOR EROSION CONTROL PURPOSES ONLY.
24. THE INFORMATION ON THIS PLAN IS INTENDED TO BE USED AS A GUIDELINE FOR THE CONTRACTOR AND SUBCONTRACTORS TO COMPLY WITH THE REQUIREMENTS OF THE STATE WATER RESOURCES CONTROL BOARD. FIELD CONDITIONS MAY NECESSITATE MODIFICATIONS TO THIS PLAN.
25. NO GRITS FILLING SHALL TAKE PLACE.
26. SEAL OF SHIRT BETWEEN TRAILER & GRADING TO PREVENT EXPOSURE TO RAIN.
27. STORM WATERIES INSTALLED ON A SLOPE SHALL CONFORM TO THE GUIDELINES SPECIFIED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM BEST MANAGEMENT PRACTICES.
28. EROSION RESISTANT VEGETATION SHOULD BE MAINTAINED ON THE FACE OF ALL SLOPES.

A TYPICAL PROTECTION FOR INLET ON BUMP
N.T.S.B TYPICAL PROTECTION FOR INLET ON GRADE
N.T.S.

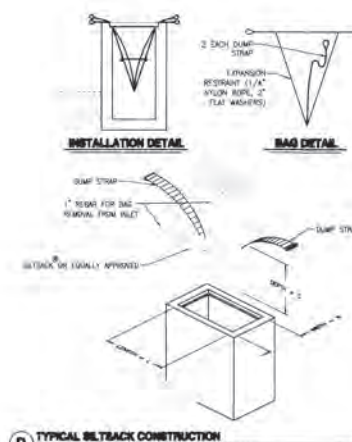
NOTES:

1. INTENDED FOR SHORT-TERM USE.
2. USE TO PREVENT NON-STORM WATER FLOW.
3. ALLOW FOR PROPER MAINTENANCE AND CLEAN-UP.
4. BAGS MUST BE REMOVED AFTER ADJACENT OPERATION IS COMPLETED.
5. NOT APPLICABLE IN AREAS WITH HIGH SLOPES AND CLAYS WITHOUT FILTER FABRIC.

D PROTECTION TYPE 3 - GRAVEL BAG

THE GRAVEL BAG BARRIER TYPE 3 IS SHOWN IN THE FIGURES. FLOW FROM A SEVERE STORM SHOULD NOT OVERTOP THE CURB. IN AREAS OF HIGH CLAY AND SILTS, USE FILTER FABRIC AND GRAVEL AS ADDITIONAL FILTER MEDIA. GRAVEL BAGS SHOULD BE USED RUE TO THEIR HIGH PERMEABILITY.

1. USE SAND BAGS MADE OF GEOTEXTILE FABRIC (NOT BURLAP) AND FILL WITH 0.75 IN. ROCK OR 0.25 IN. PICA GRAVEL.
2. CONSTRUCT ON GENTLY SLOPING STREET.
3. LEAVE ROOM UPSTREAM OF BARRIER FOR WATER TO POND AND SEDIMENT TO SETTLE.
4. PLACE SEVERAL LAYERS OF SAND BAGS - OVERLAPPING THE BAGS AND TACKLING THEM TOGETHER.
5. LEAVE GAP OF ONE BAG ON THE TOP ROW TO SERVE AS A SPILLWAY, FLOW FROM A SEVERE STORM (E.G., 10 YEAR STORM) SHOULD NOT OVERTOP THE CURB.
6. THIS DETAIL IS TO BE USED ON EXISTING STREETS WHERE SLOPED FLOW IS TO BE INTERCEPTED (CAUGHT) PRIOR TO ENTERING THE STORM DRAIN SYSTEM. SANDBAGS CAN ALSO BE USED WHEN THE ROAD GRADES STRAIGHT AHEAD FORWARD, CONCRETE SUPERSTRUCTURE THE INLET TO CREATE A "TUCK LINE" WHERE A DAM CAN BE ADJUSTED TO PROTECT THE STORM SYSTEM FROM THE INFLUX OF SEDIMENT.

C PROTECTION - TYPE 3
N.T.S.D TYPICAL BELTRACK CONSTRUCTION
N.T.S.

APPROVALS

APPROVED SUBJECT TO THE DATA SHOWN, THE CITY OF HAWAII AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT MAY BE PRESENT ON THESE PLANS.

CITY ENGINEER: *[Signature]* DATE: AUG 2 3 2021
DATE: AUG 2 3 2021

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NO.	DATE	DESCRIPTION

EROSION CONTROL PLAN
NOTES AND DETAILS
IMPROVEMENT PLANS FOR HUME AVENUE
SANITARY SEWER FORCE MAIN EXTENSION
HAWAII

North Star
Engineering Group, Inc.
2000 KALANANULUI AVE., SUITE 200
HONOLULU, HI 96815
(808) 591-1111
WWW.NORTHSTAR-ENG.COM

13-1130
C5.1
1/1
1/1

SHEET
NUMBER
C5.1

**CITY OF HANFORD
SUBDIVISION AGREEMENT**

TRACT 865 UNIT II – LIVE OAK EAST PHASE 2

THIS SUBDIVISION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2022, 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 II (“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 II, 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 IMPROVEMENTS 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
 _____ day of _____, 2022.

SUBDIVIDER:

PRESIDIO JJR STERLING OAKS 104, LLC

By: JJR Management Services, Inc.
 a California Corporation, its Operating Manager

By: _____
 Joseph A. Leal, President

PRESIDIO JJR HIDDEN OAKS 104, LLC

By: JJR Management Services, Inc.
 a California Corporation, its 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**
TRACT 865, UNIT II

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.

\$683,865.00**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.

\$621,081.50**Water System**

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

\$501,247.24**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.

\$691,646.15**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.

\$498,244.24

Street Lighting

Install street lighting as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	<u>\$109,200.00</u>
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Street Barricades

Install street barricades as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	<u>\$9,750.00</u>
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Fencing, Landscaping, and Irrigation System

Construct fencing, block walls and install landscape and irrigation system improvements, misc. as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	<u>\$502,942.28</u>
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Monuments and Lot Markers

Install permanent monuments and lot markers in accordance with City Standards and Specifications.	<u>\$13,260.00</u>
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Engineering Services

Engineering, surveying, & geotechnical services associated with Completion of the Subdivision Improvements.	<u>\$173,654.00</u>
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Earthwork Improvements

- | | |
|--|------------------------------|
| • Excavation & Compaction | <u>\$0.00</u> |
| • Subgrade Compaction & Fine Grade | <u>\$373,214.96</u> |
| • Final Lot Grading | <u>\$0.00</u> |
| • Total Improvements subject to Plan Review & Insp. Fees | <u>\$4,178,105.37</u> |

Private Utilities

- | | |
|--|------------------------------|
| • Applicant Install Utilities Onsite Construct | <u>\$1,131,000.00</u> |
|--|------------------------------|

Total Estimated Improvement Cost (To be bonded with Final Map)	<u>\$5,309,105.37</u>
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SECURITY REQUIREMENTS

Performance	<u>\$5,309,105.37</u>
Labor and Materials	<u>\$2,654,552.69</u>
Warranty (Minimum 12-mo. from N.O.C.)	<u>\$530,910.54</u>

City Engineering Plan Review and Inspection Fee Schedule

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

(1) 6% of first	\$ 5,000.00	\$ 300.00
(2) 5% of next	\$ 20,000.00	\$ 1,000.00
(3) 4.5% of next	\$ 75,000.00	\$ 3,375.00
(4) 3.5% of next	\$150,000.00	\$ 5,250.00
(5) 2% over	\$250,000.00	\$ 93,244.06

Total City Engineering Review and Inspection Fee obligation	\$ 103,169.06
Fee balance payable with this Agreement Acct. #001-2010-4937	<u>\$ 103,169.06</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 (26.39 Ac @ \$1,734.30/Ac)	<u>\$ 16,412.50</u>
Street Sign Fee, Acct. #001-2010-4937 (9 @ \$200.00 Ea.) (Per intersection cost for sign blades furnished by City.)	<u>\$ 1,800.00</u>
Final Map Review Fee, Acct. #001-2010-4937 (Determined at completion of final map review.)	<u>\$ 1,035.00</u>
Engineering Plan Review & Inspection Fees, Acct. #001-2010-4937	<u>\$103,169.06</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>\$ 0.00</u>
SUBTOTAL	<u>\$122,416.56</u>
PAID	<u>\$122,416.56</u>
BALANCE DUE:	<u>\$ 0.00</u>



AGENDA STAFF REPORT

MEETING DATE: 4/5/2022	AGENDA SECTION: E
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SUBJECT:

Public Works: Notice of Completion for Tract 922, Unit 1

RECOMMENDATION:

That the city council, by motion, approve a Notice of Completion for Tract No. 922, Unit 1 and authorize the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.

BACKGROUND:

On June 26, 2019, the Council approved the subdivision agreement and final map for Tract No. 922, Unit 1, a 94-lot residential subdivision located as shown on the attached map. The developer of the subdivision is Lennar Homes. The developer has completed all public improvements for the subdivision and posted a 10 percent warranty security, which shall remain in effect for a minimum of one year after the attached Notice of Completion is recorded.

FISCAL IMPACT:

The public improvements have been constructed by the developer as required by the subdivision conditions of approval, and no fiscal impact to the budget will result from approval of the Notice of Completion.

ATTACHMENTS:

Tract 922 Phase 1 - Notice of Completion - Recording
 Tract 922 Phase 1 - Notice of Completion - Recording (Word .doc)
 Vicinity Map

RECORDING REQUESTED BY:
CITY OF HANFORD

When recorded return to:

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

G.C. 27361.3 - Fee NIL

NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located at: Tract No. 922, Unit 1
2. The Improvement is particularly described as: Subdivision Infrastructure Improvements
3. The date of completion of the work of Improvement: April 5, 2022
4. The Owner of the work of Improvement: City of Hanford
5. The nature of the owner's interest or estate: Fee Simple
6. The name of the original contractor for the work of Improvement: Lennar Homes
7. The surety for the work of Improvement: Fidelity and Deposit Company of Maryland
8. Accepted by minute action of the City Council of the City of Hanford on: April 5, 2022.

I certify under penalty of perjury that the foregoing is true and correct.
Dated this 22th day of April, 2022.

BY: _____
Kalish Morrow, Mayor
City of Hanford, County of Kings, State of California

Attachment: Tract 922 Phase 1 - Notice of Completion - Recording (PW: Notice of Completion for Subdivision Tract 922, Unit 1)

I, the undersigned, say:

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

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

Executed at Hanford, California, this _____ day of _____ 2020.

BY: _____
Kalish Morrow, Mayor
City of Hanford, County of Kings, State of California

Authority: Section 1181 Civil Code

RECORDING REQUESTED BY:
CITY OF HANFORD

When recorded return to:

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

G.C. 27361.3 - Fee NIL

NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located at: Tract No. 922, Unit 1
2. The Improvement is particularly described as: Subdivision Infrastructure Improvements
3. The date of completion of the work of Improvement: April 5, 2022
4. The Owner of the work of Improvement: City of Hanford
5. The nature of the owner's interest or estate: Fee Simple
6. The name of the original contractor for the work of Improvement: Lennar Homes
7. The surety for the work of Improvement: Fidelity and Deposit Company of Maryland
8. Accepted by minute action of the City Council of the City of Hanford on: April 5, 2022.

I certify under penalty of perjury that the foregoing is true and correct.
Dated this 22th day of April, 2022.

BY: _____
Kalish Morrow, Mayor
City of Hanford, County of Kings, State of California

Attachment: Tract 922 Phase 1 - Notice of Completion - Recording (Word .doc) (PW: Notice of Completion for Subdivision Tract 922, Unit 1)

I, the undersigned, say:

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

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

Executed at Hanford, California, this _____ day of _____ 2020.

BY: _____
Kalish Morrow, Mayor
City of Hanford, County of Kings, State of California

Authority: Section 1181 Civil Code

VICINITY MAP



Attachment: Vicinity Map (PW: Notice of Completion for Subdivision Tract 922, Unit 1)



AGENDA STAFF REPORT

MEETING DATE: 4/5/2022	AGENDA SECTION: F
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SUBJECT:

Police: Authorization to accept an Agreement between the County of Kings and the City of Hanford to provide a sub-award from the FY 2021 State Homeland Security Grant Programs Funding for the purchase of software and equipment to improve community safety

RECOMMENDATION:

That the City Council, by motion, authorize the acceptance of an Agreement between the County of Kings and the City of Hanford to provide a sub-award from the FY 2021 State Homeland Security Grant Programs Funding for the purchase of software and equipment to improve community safety

BACKGROUND:

The Homeland Security Grant for 2021 was just approved. When the grant was sought the Hanford Police Department requested \$86,956.00 for Sunridge Citizen Alert Module in the amount of \$16,956.00 and for rapid deployment vehicle barriers in the amount of \$70,000.00. Prior to acceptance of this grant, City Council is required to accept the attached MOU and approve the City Manager to sign the agreement.

When the grant was being prepared in 2021, \$86,956.00 was close to the amount quoted for the Equipment being purchased. Those original quotes are no longer valid, so the cost may have risen to more than what was originally quoted. We also have to ensure that we expend the entire awarded amount. We will be requesting new quotes but any overage will go through the normal City of Hanford procurement procedures for purchases.

Citizen Rims alert module will provide an interface between the City of Hanford web page and the Hanford Police Department Computer Aided Dispatch system and allow citizens a real time and past look up for police calls for service. This will allow a citizen to view crime maps, arrests, booking information, stolen vehicles, missing persons, all points bulletins, be on the look outs, including terrorism related alerts. This will allow citizens access to legitimate information

instead of what they may see on social media. It is another excellent way for our community to be informed of police and other activities that may effect them.

The vehicle barriers will allow us to secure roadways for events such as Thursday Night Market or other activities occurring in the roadway. These barriers will prevent accidental and intentional vehicle access into blocked pedestrian areas. Most recently the barriers were used to protect the Witches Night Out event as a demonstration.

This grant requires no match and no other financial obligations of the city.

FISCAL IMPACT:

Any additional funding required beyond the grant amount will be covered through the operating budgets.

ATTACHMENTS:

Copy of FY 2021 SHSGP Project Proposal Workbook Updated IJs With State Goals

**PROJECT PROPOSAL COVER SHEET
FY 2021 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP)**

Agency/Department: Hanford Police Department

DUNS Number: 969218262

Project Proposal Type: Kings Operational Area

Procurement Policy Bid Threshold: \$20,000

Project Rollup:				
Discipline	Solution Area	Solution Area Sub-Category	Partial Funding	Amount Requested
Law Enforcement	Equipment	Terrorism Incident Prevention Equipment	Will Accept	\$70,000
Total Amount Requested				\$70,000

Project Proposal Checklist:	
☒	Adopted Procurement Policy Submitted
☒	Completed Cover Sheet
☒	Completed Project Overview
☒	Completed Solution Area Tab(s)
☒	Vendor Quote(s) Attached
☒	
READY FOR SUBMISSION	

Presenter(s) Contact Information:						
Name	Title	Mailing Address	City	Zip	Phone	Email
Parker Sever	Chief of Police	425 N. Irwin St.	Hanford	93230	559-585-4730	psever@cityofhanfordca.com

Authorized Agents Contact Information:						
Name	Title	Mailing Address	City	Zip	Phone	Email
James Edlund	Lieutenant	425 N. Irwin Street	Hanford	93230	559-585-4740	jedlund@cityofhanfordca.com

Statement of Certification - Authorized Agent

By signing below, I hereby certify that I am duly authorized to submit this request for Homeland Security Grant Program funds on behalf of my agency. I agree that any equipment acquired or obtained with grant funds will be made available for mutual aid within the Kings Operational Area and deployed with trained personnel in accordance with the California Disaster and Civil Defense Mutual Aid Agreement, and shall be forfeited to Kings County upon request if, during the useful life of the equipment, my agency cannot comply with, or chooses not to comply with, mutual aid requests, or if we cease to provide service(s) to the Operational Area for which the equipment was originally purchased.

Authorized By (name):	Signature:	Date:
Parker Sever		Friday, April 1, 2022

Attachment: Copy of FY 2021 SHSGP Project Proposal Workbook Updated IJs With State Goals (Police)



AGENDA STAFF REPORT

MEETING DATE: 4/5/2022

AGENDA SECTION: G

SUBJECT:

Police: Authorization to accept an Agreement between the County of Kings and the City of Hanford to provide a sub-award from the FY 2019 State Homeland Security Grant Programs Funding for the purchase of CERT (Citizens emergency Response Team) equipment.

RECOMMENDATION:

That the City Council, by motion, authorize the acceptance of an Agreement between the County of Kings and the City of Hanford to provide a sub-award from the FY 2019 State Homeland Security Grant Programs Funding for the purchase of CERT (Citizens emergency Response Team) equipment.

BACKGROUND:

The Homeland Security Grant for 2019 has recently been awarded. At the time that the grant was applied for back in 2019, the Hanford Police Department requested \$25,600.20 for CERT (Citizens emergency Response Team) equipment. Prior to acceptance of this grant, the City Council is required to accept the attached Agreement and approve the City Manager to sign the agreement.

When the grant was applied for back in 2019, \$25,600.20 was the exact amount quoted for the Equipment that was to be funded. Unfortunately, those original quotes are no longer valid, so it is anticipated that the costs will have risen to more than what was originally quoted.

Accordingly, staff will be requesting updated quotes for the equipment and any costs, over and above the grant amount, will be funded within the Public Safety operating budgets. The items being purchased for the CERT Team are radios, chargers, and personal protective equipment.

This grant requires no match and no other financial obligations of the city.

Additional quotes for radio portion of the project will not be sought as the City has specified dealers for our area and our existing contract for services with the radio equipment supplier will allow the City to Sole Source that portion of the equipment.

FISCAL IMPACT:

Any additional funding required beyond the grant amount will be covered through the operating budgets.

ATTACHMENTS:

2019 SHSGP Hanford PD Final

Agreement No. _____

Agreement between the County of Kings and the City of Hanford to provide a sub-award from the FY 2019 State Homeland Security Grant Programs Funding for Equipment, Planning, Administration, Training and Exercises

THIS AGREEMENT is entered into by and between the County of Kings (“County”) and the City of Hanford (“Sub-recipient”), referred to individually herein as “Party” or collectively as “Parties,” on the following terms and conditions:

WHEREAS, the Fiscal Year 2019 (FY 2019) California State Homeland Security Grant Program (SHSGP) provides funding through Federal grants from the Department of Homeland Security (“DHS”) to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs, including administration, planning, training, and exercise-related costs; and

WHEREAS, County applied to the California Governor’s Office of Emergency Services (“CalOES”) for a FY 2019 SHSGP grant; and

WHEREAS, as part of its grant application, County requested sufficient funds to support certain activities or programs planned by Sub-recipient that may be eligible for SHSGP grant funds; and

WHEREAS, the County was awarded FY 2019 SHSGP grant funding; and

WHEREAS, the County, upon recommendation of the Local Approval Authority (“LAA”), as comprised of the Sheriff, the County Fire Chief, the County Public Health Director, a municipal law enforcement representative, and a municipal fire department representative, as described in the SHSGP Guidelines, allocated some of this funding to support Sub-recipient’s eligible programs or activities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the County and Sub-recipient hereby agree as follows:

1. GRANT SUBAWARD. Subject to the terms, conditions, and other limitations specified herein, the County intends to award to Sub-recipient a portion of its FY 2019 SHSGP Grant for the following program and/or activity:

Department/Agency: City of Hanford, on behalf of Hanford Police Department

Program/Activity: CERT Team Portable Radios, Chargers, and Personal Protective Equipment

Details about the specific program or activity authorized, the amounts allocated to the specified program or activity, and the anticipated performance and disbursement timelines shall be confirmed by subsequent award letter from the County (“Award Letter”) in accordance with this Agreement.

Sub-recipient agrees not to expend any anticipated FY 2019 SHSGP grant funds until it has received an Award Letter authorizing the specific activity or program, and confirmed the award amount.

Unless Sub-recipient notifies the County before it begins spending the funds authorized in the Award Letter that it declines some or all of the program, activity, and/or funds outlined therein, Sub-recipient will be deemed to have accepted all of the terms and conditions specified in the Award Letter, including any attachments or exhibits there to.

The County reserves the exclusive right to determine the method and timing of disbursement of SHSGP funds to Sub-recipient. The County further reserves the right to issue revised Award Letters to modify Sub-recipient's authorized program, activity, award amounts, and/or performance periods in accordance with the recommendations of the LAA, the changing needs of Sub-recipient, and/or the likelihood of Sub-recipient expending its award. Such modifications will only be made after consultation with Sub-recipient and in accordance with the recommendations of the LAA.

2. PERFORMANCE PERIOD. The Performance Period for all activities covered by the terms of this Agreement shall be from September 1, 2019 to May 31, 2022, unless otherwise terminated pursuant to the terms of this Agreement or set forth in the Performance Letter. Only activities performed during the Performance Period are eligible for funding and/or reimbursement under this Agreement.

3. GRANT REQUIREMENTS AND ASSURANCES. Sub-recipient understands and agrees that by accepting grant funds under this Agreement, it must comply with all requirements, assurances, standards, and certifications as required under the County's agreement with CalOES, attached hereto as Exhibit A, and incorporated herein by reference as if set forth in full. Sub-recipient further understands and agrees that it shall comply with any and all applicable statutes, regulations, guidelines, or restrictions as imposed by DHS or CalOES. Finally, Sub-recipient understands and agrees that by accepting funds under this Agreement, it shall be bound to the assurances, agreements, covenants, and requirements set forth in the County's agreement with CalOES to the same extent as the County.

4. DESIGNATED COUNTY AUTHORIZED AGENT. Only those individuals designated by resolution of the Kings County Board of Supervisors as Authorized Agents for FY 2019 SHSGP ("County Authorized Agents") are authorized to sign Award Letters on behalf of the County, or to suspend performance as set forth herein. All other notices from the County may come from other County personnel.

5. PROOF OF SUBRECIPIENT AUTHORITY. Sub-recipient must provide proof to the County of written authorization of this project, in the form of a resolution, or some other format specifically authorized by the County, from its city council, governing board, or other governing body. This written authorization must specify Sub-recipient:

- (a) Will provide all matching funds required for the grant project and appropriate any cash match as required;

- (b) Will assume any liability arising out of Sub-recipient's performance of this Agreement;
- (c) Will not use grant funds to supplant expenditures controlled by the city council, governing board, or authorized body; and
- (d) Has authorized the official executing this Agreement to do so.

6. DISALLOWANCE AND OFFSET; REDUCATION, MODIFICATION, OR ELIMINATION OF GRANT FUNDING. If Sub-recipient requests or receives payment from the County for programs, activities, or equipment under this Agreement and the reimbursement is later disallowed by the State of California or the United States Government, Sub-recipient understands and agrees that it shall promptly refund the disallowed amount to the County upon the County's request. The County may elect, at its sole option, and to the fullest extent permitted by law, to satisfy the disallowed amount owed from any payment due or to become due to Sub-recipient under this Agreement.

If the County's FY 2019 SHSGP grant funding is reduced, modified, or eliminated for any reason, the County reserves the right to reduce, modify, or eliminate any or all of this FY 2019 SHSGP grant sub-award to Sub-recipient. Sub-recipient agrees to promptly return any amounts requested by the County in accordance with this provision. At its sole option, the County may choose to satisfy the amount to be returned by reducing the amount due to Sub-recipient from any payment due or to become due under this Agreement.

7. MONITORING AND REPORTS. Sub-recipient is responsible for oversight of the operations of its FY 2019 SHSGP grant supported activities. Sub-recipient must monitor its activities to ensure compliance with applicable Federal requirements as set forth in Exhibit A.

Sub-recipient agrees to provide ongoing performance and financial reports regarding any and all of its programs and activities funded with FY 2019 SHSGP grant funding. At a minimum, these reports will be due on a semi-annual basis, but the County reserves the right to request more frequent reporting. Within 90 days of completion or termination of this Agreement, Sub-recipient is also expected to provide a final performance report and a final expenditure report in a format acceptable to the County, the State, and the Federal government. Sub-recipient will be notified of any additional required reports by separate Award Letter or notice from the County.

8. MANDATORY DISCLOSURES. Pursuant to 2 CFR section 200.113, Sub-recipient must disclose, in a timely manner, and in writing to the County and DHS, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this sub-award. Pursuant to the terms and conditions outlined in Appendix XII to 2 CFR Part 200 ("Award Term and Condition for Recipient Integrity and Performance Matters"), Sub-recipient may also be also required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338, "Remedies for noncompliance," including suspension or debarment.

9. INSURANCE. Sub-recipient certifies it is insured or self-insured for general liability exposures with limits of no less than \$1 million per occurrence. Sub-recipient certifies it is insured or self-insured for workers' compensation and maintains statutory limits. Sub-recipient agrees that

coverage limits specified within the Agreement will not be used to reduce limits of coverage from Sub-recipient's full policy limits. Insurance Policies will not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce available coverage and limits from the insurer. Failure to maintain or renew coverage may be a material breach of this Agreement.

10. LIABILITY OF COUNTY. The County's payment obligations to Sub-recipient for FY 2019 SHSGP funds are limited by all provisions and other requirements specified in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement, including, but not limited to, lost profits, equipment purchased, or activities performed in connection with this Agreement.

11. HOLD HARMLESS, INDEMNIFICATION, AND DEFENSE. Each Party shall hold harmless, defend, and indemnify the other Party, its agents, officials, officers, and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including injury to any person and/or damage to property arising out of or relating the Party's acts or omissions under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

12. TERMINATION

(a) Without Cause (For Convenience): Either Party may terminate this Agreement for convenience by giving thirty (30) days prior written notice to the other Party of its intention to terminate pursuant to this provision, specifying the date of termination. After receiving a notice of termination for convenience from Sub-recipient, and prior to the effective date of termination, the County may, in its sole discretion, continue to disburse grant funding to Sub-recipient for the programs or activities permitted under this Agreement and specified in the effective Award Letter(s); however, the County specifically reserves the right to cancel or modify some of the programs or activities specified in the Award Letter if it seems unlikely Sub-recipient will complete its work before the termination of the contract. Any funding disbursed to Sub-recipient but not yet spent at the time the Agreement is terminated must be returned to the County. All such disbursements continue to be subject to the restrictions otherwise provided in this Agreement or by law.

The Parties will not impose sanctions on each other for a termination for convenience.

(b) With Cause: Either party may terminate this Agreement immediately by written notice to the other Party upon discovery of a material breach by the other Party. A material breach includes, but is not limited to: (i) failure to comply with the terms and conditions of this Agreement or of any Award Letter(s); (ii) a material misrepresentation in relation to this grant program; or (iii) failure to comply with all applicable laws or regulations. The Party seeking to terminate this Agreement will provide written notice of the material breach and its determination to either suspend or terminate this Agreement to the other Party with a specified date of termination. At a Party's discretion, it may provide the breaching Party with a reasonable period of time to cure the

breach. If the County terminates this Agreement for cause, the County reserves the right to reduce, modify, or eliminate any or all of this sub-award and any other outstanding SHSGP sub-awards to Sub-recipient. Upon demand by the County, Sub-recipient agrees to immediately return FY 2019 SHSGP funding that has been disbursed to Sub-recipient and which remains in Sub-recipient's possession at the time this Agreement is terminated. In addition, the payment of any grant funds that have yet to be disbursed for work already completed by Sub-recipient under this Agreement remains subject to the restrictions on payments otherwise provided in this Agreement and by law, and is further conditioned on the County's confirmation of Sub-recipient's satisfactory completion of the activities or programs specified in this Agreement and any related Award Letter(s).

The County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure any breach arising out of or resulting from such termination for cause. If this Agreement is terminated for cause, the County may impose sanctions, including possible rejection of future proposals based on specific causes of non-performance. Furthermore, if this Agreement is terminated for Sub-recipient's failure to comply with applicable federal statutes or regulations, including, but not limited to, those specifically incorporated into this Agreement by reference, Sub-recipient is advised that the County's termination decision may be considered in evaluating future applications for federal grant awards.

(c) Effects of Completion or Termination: Expiration, completion, or termination of this Agreement shall not terminate the Parties' obligations to indemnify, defend, or hold harmless. Further, it shall not effect Sub-recipient's duty to maintain and make available any records pertaining to the Agreement; to cooperate with any audit; to be subject to offset; to make any reports of pre-termination contract activities; to honor its obligations related to the disposal or disposition of property purchased with SHSGP funding; to comply with the continuing obligations contained in Exhibit A; or to comply with any other continuing or closeout obligations required by this Agreement or by federal or state law or regulation, including those specified in 2 CFR Part 200. Where Sub-recipient's activities or programs have been terminated by the County for cause, said termination will not affect any rights of the County to recover damages from or against Sub-recipient.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the County's Authorized Agent may immediately suspend performance by Sub-recipient, in whole or in part, in response to health, safety, or financial emergency, a change in SHSGP grant funding to the County, or a failure or refusal by Sub-recipient to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved or a notice of termination becomes effective.

13. RECORDS. Sub-recipient shall maintain complete and accurate records with respect to the activities, programs, and/or purchases funded by or related to FY 2019 SHSGP funding and/or this Agreement, including all records relating to procurement of goods and services. In addition, Sub-recipient shall maintain complete and accurate records with respect to any payments to employees, sub-sub-awardees, contractors, or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures and any applicable procedures required by the County or the Federal or State government. All applicable records shall be clearly identified, maintained on site, and be kept readily accessible.

Sub-recipient further agrees to make all such records available to Federal, State, and County representatives, as further specified in Exhibit A. Sub-recipient shall ensure that members of the public also have access to such records upon request in accordance with the Freedom of Information Act and the California Public Records Act. Sub-recipient specifically agrees to require any sub-sub-recipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with all of these record keeping and access requirements.

Failure to comply with these requirements may result in suspension of payments under the grant, termination of the grant, or both. Sub-recipient may be ineligible for award of any future grants if the County or Cal OES determines that any of the following has occurred: (1) the recipient has made a false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

14. NOTICES. Except as may be otherwise required by law, any notice to be given must be in writing and be either personally delivered, sent by facsimile transmission, or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Chief Bill Lynch
County Fire Chief
Kings County Fire Department/
Office of Emergency Management
280 Campus Drive
Hanford, CA 93230
Phone No.: (559) 852-2883
Fax No.: (559) 582-8261

With a Copy To:

County Administrative Officer
1400 W. Lacey Blvd.
Hanford, CA 93230

Phone No.: (559) 852-2378

Fax No.: (559) 582- 8261

SUBRECIPIENT:

Hanford Police Department
Chief of Police
Parker R. Sever
425 N. Irwin St.
Hanford, CA 93230
Phone No.: 559-585-2540

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

15. CONFLICTS WITH LAWS OR REGULATIONS/SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject matter, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party, and some or all of the grant money may need to be returned to the County. Such a termination

will be treated as a termination for cause, as set forth herein. In all other cases, the remainder of the Agreement shall remain in full force and effect.

16. MODIFICATION. No part of this Agreement may be modified without the written consent of both Parties.

17. EXHIBITS AND RECITALS. The Recitals and the Exhibit to this Agreement are fully incorporated into and are integral parts of this Agreement.

18. GOVERNING LAW. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this contract is made in and shall be performed in Kings County, California.

19. FURTHER ASSURANCES. Each Party will execute any additional documents and perform any further acts which may be reasonably required to effectuate the purposes of this Agreement.

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

21. CONTINUING WAIVER. The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

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

23. ORDER OF PRECEDENCE. In the event of any conflict or inconsistency between the Agreement and any Award Letter or other communication between the County and Sub-recipient, the terms of this Agreement shall prevail.

24. ASSIGNMENT. This Agreement is entered into by the County in reliance on the identity and representations made by Sub-recipient, and no part of this Agreement or this sub-award (including any equipment purchased with the sub-award) may be assigned, transferred, or sold by Sub-recipient without the prior written consent of the County, which the County may provide, delay, deny, or condition in its absolute discretion. Any FY 2019 SHSGP funds provided to Sub-recipient and not yet expended at the time of any attempted unauthorized assignment or transfer will be forfeit to the County at the time of attempted assignment or transfer. Furthermore, the voluntary or involuntary assignment of this Agreement to a receiver or trustee in bankruptcy, will constitute a material breach and will automatically terminate this Agreement without advance notice or opportunity to cure.

25. COMPLIANCE WITH LAWS. Sub-recipient shall comply with all applicable laws, ordinances, rules, and regulations and obtain and keep current all permits, licenses and/or

approvals required by law to perform the activities or services, or to purchase any equipment, specified in this Agreement.

26. CONFLICT OF INTEREST. Sub-recipient agrees to comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. Sub-recipient further agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the County designated representative and provide all information needed for resolution of this question.

27. COUNTERPARTS. The Parties may sign this Agreement in counterparts, each of which is an original and all of which, taken together, form a single document.

28. CERTIFICATION AND ACKNOWLEDGEMENT: The undersigned represents that he/she is authorized to enter into this Agreement for and on behalf of the Sub-recipient. As the duly authorized representative of the Sub-recipient, the undersigned hereby certifies that the Sub-recipient has the legal authority to apply for County, State, and Federal assistance and the institutional, managerial and financial capability, including funds sufficient to pay any non-Federal share of project cost, to ensure proper planning, management and completion of the project described in the FY 2019 SHSGP application, within the prescribed timelines.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year signed by the last Party below.

COUNTY OF KINGS

By: _____
Joe Neves, Chairman
Board of Supervisors

Date: _____

SUBRECIPIENT

By: _____
Title: _____

Date: _____

ATTEST:

Clerk of the Board of Supervisors

By: _____
Catherine Venturella

Date: _____

Approved as to form:
Diane Freeman, County Counsel

By:  _____
Sean Cash, Deputy County Counsel

Attachment: 2019 SHSGP Hanford PD Final (Police: Homeland Security Grant Program MOU)

EXHIBIT A

Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;

EXHIBIT A

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

- (d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

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- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

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- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

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- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

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8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

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14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;

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- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

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20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**NON-PROFIT SECURITY GRANT PROGRAM (NSGP) –
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

21. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

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25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

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30. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

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35. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

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IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2020, Version 10.1](#), hereby incorporated by reference, which can be found at:
<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____



AGENDA STAFF REPORT

MEETING DATE: 4/5/2022	AGENDA SECTION: H
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SUBJECT:

Finance: Authorization to enroll in the Low Income Household Water Assistance Program (LIHWAP) and Authorization for the City Manager to execute the agreement with The California Department of Community Services and Home LLP

RECOMMENDATION:

Staff recommends that the City Council, by motion, authorize staff to enroll into the Low Income Household Water Assistance Program (LIHWAP) that provides financial assistance of up to \$2,000 to low-income households to help manage their residential water utility costs and authorize the City Manager to execute the necessary agreements.

BACKGROUND:

This program is not a City administered program, LIHWAP is a customer-based program where qualified, low-income households can apply to their Local Service Provider (LSPs) to receive a one-time credit (up to \$2,000) on their water or wastewater bill. The California Department of Community Services and Development (CSD) developed Program Guidelines for the federal Low Income Household Water Assistance Program (LIHWAP) Fiscal Year (FY) 2022-24, offering a program design framework for a one-time federally funded relief program providing financial assistance to low-income households to reduce water and wastewater arrearages prior to and during the COVID-19 pandemic.

On December 27, 2020, the Consolidated Appropriations Act was signed into law and appropriated \$638 million to LIHWAP. Additionally, on March 11, 2021, the American Rescue Plan Act appropriated \$500 million to LIHWAP. LIHWAP is administered at the federal level by the U.S. Department of Health and Human Services (HHS). CSD was named by Governor Gavin Newsom as the designated agency to administer LIHWAP for the State of California. HHS approved California's LIHWAP State Plan on November 8, 2021.

The LSP network is made up of nonprofit and local government organizations who will administer the program at the local level which includes customer outreach, intake, eligibility

verification and identification of the LIHWAP credit amount. Through its third-party funds disbursement partner, HORNE LLP, CSD will commence outreach to and enrollment of water systems into the direct payment program in preparation for issuing benefits to eligible low-income households.

GOAL 1: RELIEF TO LOW-INCOME HOUSEHOLDS

LIHWAP funds will be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services throughout California.

LIHWAP is a unique response to economic impacts that will work in conjunction with other COVID-19 economic relief programs such as the Emergency Rental Assistance Program and CWWAPP. LIHWAP funds will be used to supplement the other economic relief programs and support households with remaining water and wastewater debt.

GOAL 2: ARREARAGE RESPONSE PROGRAM

LIHWAP will be administered as a water and wastewater arrearage response program where the level of benefit reduces arrearages, restores services where possible, avoids service disconnections, and/or prevents other adverse effects on the customer such as debt collection or placement of liens. An arrearage is defined as a past due amount owed by a customer for services provided by a water system.

A key component of the agreement is that the agreement states the City shall restore water services on a timely basis or remove disconnection status upon payment from the LIHWAP. In accordance with this provision staff will restore services with applicable reconnection fees and enter into a payment agreement with a customer in accordance with established policy for any balance that may remain.

Customers may find information on how to apply at: <https://csd.ca.gov/waterbill> which will become available May 2022.

FISCAL IMPACT:

This action will allow the City to enter into a direct payment agreement with the State Department of Community Services and Horne LLP for payment of up to \$2,000 for water and waste water accounts that are in need of assistance. As of the date of this report, the City has approximately 600 residential accounts in delinquent status of various balances.

ATTACHMENTS:

Direct Payment Agreement



DIRECT PAYMENT AGREEMENT

THIS DIRECT PAYMENT AGREEMENT (Agreement) is made and entered into effective as of the date signed below (the “Effective Date”), by and between
 [_____] (“the Water System”),
 [CITY OF HANFORD]

and **HORNE LLP**, a Delaware limited liability partnership, having a place of business at 661 Sunnybrook Road, Suite 100, Ridgeland, MS 39157 (“HORNE”).

WHEREAS, the California Department of Community Services and Development (“CSD”) is authorized to administer the Low-Income Household Water Assistance Program (“LIHWAP” or “Program”) to provide financial assistance to help low-income Californians manage their residential water utility costs;

WHEREAS, CSD has contracted with HORNE to disburse direct payments to water systems to apply a LIHWAP credit to households identified as eligible for LIHWAP assistance by CSD or its Local Service Providers (LSPs);

WHEREAS, CSD has authorized HORNE to enter into this Agreement with Water System; and

WHEREAS, the Water System desires to enroll in LIHWAP and participate in the direct payment service established by the Direct Payment Program.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Water System agrees to receive direct payments from HORNE for the benefit of California residents who qualify for LIHWAP and agrees to abide by all terms and conditions below:

Direct Payment Program General Terms and Conditions

- 1.1 To participate in the Direct Payment Program, a Water System must be defined as a “Community Water System” or “Community Water System Billing Entity”, “Wastewater Treatment Provider” or “Wastewater Billing Entity” (collectively referred to as a “Water System” in this Agreement).
- 1.2 A “Community Water System” means a public water system with at least 15 service connections used by yearlong residents or regularly services at least 25 yearlong residents.
- 1.3 A “Community Water System Billing Entity” means a third-party entity that is the designated billing entity for a community water system.
- 1.4 A “Wastewater Treatment Provider” means a city, county, special district, or joint powers authority that provides wastewater collection, treatment, or disposal service through a publicly owned treatment works.
- 1.5 A “Wastewater Billing Entity” means a local government entity (city, county, or special district) that is the designated billing entity for a wastewater treatment provider.
- 1.6 The Water System enrolled in the Direct Payment Program must be the responsible entity for applying the LIHWAP credit to customer accounts.
- 1.7 Qualified low-income residential customers will be identified by CSD and its LSP partners. CSD will provide HORNE with a direct pay file that contains customer account information as well as the amount for the direct payment to the Water System for each customer. Commercial customers are not eligible for the program.
- 1.8 HORNE will provide the Water System a direct pay file that contains customer account information and the LIHWAP benefit amount for the purpose of crediting the accounts of qualified low-income residential customers of the Water System who have been identified as eligible for water assistance payments under LIHWAP by CSD or its LSPs.
- 1.9 HORNE will establish a secure method to provide the direct pay file and customer information to the Water System and a secure method to receive the Direct Payment Summary from the Water System as described in 2.11.

- 1.10 The Water System is encouraged to offer a payment plan or other forms of assistance to customers who have a remaining balance after the LIHWAP benefit is applied to support the continuation of services or the restoration of services for accounts where services are terminated due to nonpayment.

Obligations of the Water System

- 2.1 Water System shall provide water and/or wastewater services to each eligible and approved residential household for which payment is provided under LIHWAP.
- 2.2 Water System shall charge LIHWAP residential households using the Water System's normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP payment.
- 2.3 Water System shall restore water services on a timely basis or remove disconnection status upon payment, if applicable, and shall confirm this action to HORNE by submission of the Direct Payment Summary report as specified in provision 2.11.
- 2.4 Water System shall charge all LIHWAP eligible residential households the same rates charged for home drinking water and/or wastewater services billed to other similarly situated residential households that are non-eligible, as determined by the approved rate setting process.
- 2.5 Water System shall not apply LIHWAP payments to account balances that have previously been written off or paid off with other customer assistance program funds. The Water System shall return issued LIHWAP payments to HORNE within 15 business days of receipt for accounts where the owed balance has been paid off with other customer assistance program funds or discharged (written off) in its entirety by the Water System along with the Direct Payment Summary specified in 2.11.
- 2.6 Water System shall apply the LIHWAP benefit to closed accounts to cover the pending balance and shall return any remaining amount of the LIHWAP payment to HORNE within 15 days of receipt along with the Direct Payment Reconciliation Summary specified in 2.11.
- 2.7 Water Systems shall adhere to existing credit return policies when returning funds to a customer that received a LIHWAP benefit, and the account is later closed and there is a remaining LIHWAP credit balance on the account.

- 2.8 Water systems that include other services on the customer's bill shall only apply LIHWAP payments towards the water, wastewater, and/or storm water amount owed including any applicable late fees, reconnection fees, taxes, and other charges.
- 2.9 Water System shall not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.
- 2.10 Water System shall post all payments to customer accounts within 5 business days from receipt of payment.
- 2.11 Water System shall submit to HORNE a Direct Payment Summary (in a format provided by HORNE) that reconciles the associated direct pay file and return payments that could not be credited to customer accounts within 15 business days of receipt of payment. The Direct Payment Summary must contain information on the date the credit was posted, direct pay file date; the total number of customer accounts that the Water System was successful in fully crediting; and the total number of customer accounts that the Water System was not successful in crediting. For those customer accounts that were not credited, the Water System shall reflect in the Direct Payment Summary the customer accounts that were not credited to include customer account information (customer name, account number, account address, benefit amount), and reason why the LIHWAP benefit was unable to be applied to the customer's account. The Water System shall use customer and account information contained in the direct pay file to complete the reporting and identification of customer accounts that were not credited.
- 2.12 Water System shall clearly enter, on the LIHWAP recipient's bill, the amount of LIHWAP payment(s) received and identify the payment was received from LIHWAP. The credit should appear on the first billing statement after the credit has been posted. If posting on the LIHWAP recipient's bill is not feasible, the Water System shall send customers a notification of the LIHWAP payment via phone call, letter, text, or email communication as soon as practicable.
- 2.13 Water System shall cooperate with any Federal or State investigation, audit, or program review related to the administration of LIHWAP to ensure funds are accurately applied to customer accounts in compliance with this Agreement, including allowing CSD and its designated representatives access to all books and records related to the receipt and posting of LIHWAP benefits under review.

- 2.14 Water System is informed that failure to cooperate with any Federal or State investigation, audit, or program review may result in the immediate suspension or disqualification from participation in LIHWAP.
- 2.15 Water System shall take corrective action in the time frame specified by the CSD if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Water System into compliance.
- 2.16 Water System is informed that failure to implement corrective actions may result in the immediate suspension or disqualification from participation in LIHWAP.
- 2.17 Water System shall comply with all federal and California privacy laws, and shall take all necessary steps to protect the confidentiality of the information provided by HORNE to the Water System. Water System agrees to provide required security to ensure the confidential, physical security and safekeeping of all data, information files, and documents (“customer information”) pertaining to the recipients of LIHWAP utility assistance payments, while such customer information is in its possession. Water System will, in accordance with applicable law and the terms of this Agreement, protect from unauthorized use and disclosure all sensitive data, documentation, or other customer information provided to Water System by HORNE, CSD, or CSD’s LSPs for purposes of this Agreement.

Term

- 3.1 The term of this Agreement shall be the effective date of this contract through October 31, 2023.

Project Coordinator

- 4.1 The Project Coordinator is designated to manage all HORNE inquiries regarding direct payments, issues with the direct payment process, mishandled or incorrect payments, clarification and updates of reports, and fraud and abuse. The Project Coordinator during the term of this Agreement is listed below. The Water System may designate a different Project Coordinator by notifying HORNE in writing.

Water System's Project Coordinator

Name and Title: Alejandro Solorio-Lopez, Financial Analyst

Company Name: City of Hanford

Address: 315 S. Douty Street

City, State, and ZIP Code: Hanford, CA 93230

Email: utilitybilling@cityofhanfordca.com

Phone: (_____) _____ - _____

Additional Provisions

- 5.1 Amendment. All amendments to this Agreement shall be in writing, signed by HORNE and Water System.
- 5.2 Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties.
- 5.3 Merger/Entire Agreement. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- 5.4 Nonwaiver. The waiver by either party of any breach of any term, covenant, or condition contained in this Agreement, or any default in the performance of any obligations under this Agreement, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation; nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same. All waivers shall be in writing.
- 5.5 Severability. If any provision of this Agreement is found invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.

- 5.6 Venue. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the State Courts of the County of Sacramento, or where otherwise appropriate, exclusively in the United States District Court for the Eastern District of California in Sacramento, California.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement, or caused it to be signed by their duly authorized representatives "below".

HORNE LLP

By: _____

Name: Loden Snell

Title: Deputy Project Manager

Date: _____

Water System: City of Hanford

By: _____

Name: Chris Tavaréz

Title: Finance Director

Date: _____



AGENDA STAFF REPORT

MEETING DATE: 4/5/2022	AGENDA SECTION: A
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SUBJECT:

Clerk: Conduct the fourth and Final Public Hearing of the City's Redistricting Process; Review the final Draft of Maps as previously requested by Council; Receive input from the community regarding the redrawing of City Council District Boundaries; and Adoption of Resolution No. 22-14-R adjusting the boundaries of the City Council election districts as detailed in the selected map

RECOMMENDATION:

1. Receive a report from staff and the City's redistricting consultant on draft maps;
2. Conduct a public hearing to receive public input on district boundaries; and
3. Adopt a attached resolution entitled: A resolution of the City Council of the City of Hanford, California regarding By-District Elections, adjusting the boundaries of the City Council election districts and confirming such revised Council district boundaries, as reflected in the attached map.

BACKGROUND:

Pursuant to Election Code section 21601, cities with by-district election systems are required to redraw their district boundary maps to ensure compliance with the California and federal Voting Rights Acts. The process to complete the redistricting requires a minimum of four public hearings and dedicated public outreach to ensure minority populations and communities of interest are aware of the redistricting effort and are provided with options to participate. The first public hearing was held on October 19, 2021, the second public hearing was held on November 16, 2021, the third public hearing was held on March 1, 2022. At the third public hearing the Council selected map options one and two and provided direction to make necessary adjustments to create two majority/minority Hispanic voting districts.

DISCUSSION:

The purpose of this public hearing is to inform the public about the districting process and to hear from the community on what factors should be taken into consideration while creating district boundaries. In addition, draft maps prepared by the City's redistricting consultant, as well as maps received by the public, will be presented for Council and the public's review. The public is requested to provide input regarding communities of interest and other local factors that should be considered while drafting district maps. A community of interest under the relevant Elections Code for cities (Section 21621(c)) is, "a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation."

Possible features defining community of interest might include, but are not limited to:

1. School attendance areas;
2. Natural dividing lines such as major roads, hills, or highways;
3. Areas around parks and other neighborhood landmarks;
4. Common issues, neighborhood activities, or legislative/election concerns; and
5. Shared demographic characteristics, such as:
 - Similar levels of income, education, or linguistic insolation;
 - Languages spoken at home; and
 - Single-family and multi-family housing unit areas.

Draft Maps

Following the second public hearing in November, the City's redistricting consultant began drafting options that balanced the City's population to an acceptable total deviation below 10%. In addition, a community workshop was held on Saturday, January 22, 2022, where the City's consultant shared initial draft options with the public, and provided a demonstration on the use of the City's online and paper map drawing tools. Subsequent to the workshop, a total of four maps were received from members of the public.

At the third public hearing held March 1, 2022, Council expressed support for Options 1 and 2, however requested revisions to determine if a second majority/minority voting district could be created. The City's consultant has revised Options 1 and 2, as found in Options 7 and 8, and created a second majority/minority Hispanic voting district in each option. Each of the maps is

summarized below, and images, along with complete demographic breakdowns for each map option, is attached to this report.

Further, an online viewing tool for all eight maps may be found on the city's website redistricting page with full search and other geolocation tools enabled.

Map Option 1

Option 1 is population balanced with a total deviation of .68% (less than one percent). It significantly resembles the current boundary map, with minor shifts of population between Districts A and E, and Districts D and E. The map creates compact, contiguous districts, and like all map options, absorbs the recently annexed county islands within the City limits. While some of the changes have no impact on voting cycle, the map does move a total of 78 voters from a 2022 voting cycle to a 2024 voting cycle, resulting in those voters being deferred two years. The map draws District D as a majority/minority Hispanic voting district (a district where the minority citizens of voting age population (CVAP) is 50%+1 or greater), as in the current boundary map.

Map Option 2

Option 2 is also population balanced, with a total deviation of 1.56%. Like Option 1, it significantly resembles the current boundary map, and makes minor population shifts, albeit different shifts, between Districts A and E, and Districts D and E. It creates compact and contiguous districts, and draws District D as a majority/minority Hispanic voting district using the CVAP metric. Movement of population between Districts results in a total of 67 people being deferred from a 2022 cycle to a 2024 cycle, a delay of two years.

Map Option 3

Option 3 was submitted by a member of the public. It is population balanced, with a deviation of 6.26%. It appears to be a modification of Map Option 2, with additional population shifts between Districts B and E and B and C. The map does move a total of 1,954 voters from a 2022 voting cycle to a 2024 voting cycle, resulting in those voters being deferred two years. It creates compact and contiguous districts, and draws Districts D and E as majority/minority Hispanic voting districts using the CVAP metric.

Map Option 4

Option 4 was submitted by a member of the public. It is population balanced with, with a deviation of 5.43%. It is a more dramatic change from the current configuration, as compared to Options 1-3, particularly in regard to the composition of Districts B and E. The number of voters being deferred from voting in 2022 to 2024 is 4,422. It creates contiguous and somewhat compact voting districts, and like Option 3, draws Districts D and E as majority/minority Hispanic voting districts using the CVAP metric.

Map Option 5

Map Option 5 was submitted by a member of the public. It is population balanced with a deviation of 5.69%. It exhibits change in the configuration of all five districts, and defers 6,305 voters from a 2022 voting cycle to 2024. It creates contiguous and compact voting districts, and draws Districts D and E as majority/minority Hispanic voting districts using the CVAP metric.

Map Option 6

Map Option 6 was submitted by a member of the public. It is not population balanced, exhibiting a total deviation of 35.28%. It moves 6,419 voters from a 2022 voting cycle to the 2024 election, and draws District E as a majority/minority Hispanic voting district using the CVAP metric. The map creates compact and contiguous voting districts. Should the Council wish to explore Option 6 in greater depth, the City's redistricting consultant may attempt to revise the map in order to lower the deviation to an acceptable level of 10% or less.

Map Option 7

Map Option 7 is a revision to Option 1. It is population balanced, with a deviation of 2.26%. Like Option 1 It significantly resembles the current boundary map, with minor shifts of population between Districts B and E, and Districts C and D. The map creates compact, contiguous districts, and like all map options, absorbs the recently annexed county islands within the City limits. While some of the changes have no impact on voting cycle, the map does move a total of 122 voters from a 2022 voting cycle to a 2024 voting cycle, resulting in those voters being deferred two years. The map draws Districts D and E as majority/minority Hispanic voting districts (districts where the minority citizens of voting age population (CVAP) is 50%+1 or greater). This is an expansion of minority voting representation from the current boundary map, with only District D as a majority/minority Hispanic voting district.

Map Option 8

Map Option 8 is a revision to Option 2. It is population balanced, with a deviation of 1.56%. Like Options 1, 2 and 7, it resembles the current boundary map. It makes minor shifts of population to reduce the deviation and create a second majority/minority Hispanic voting district in District E. The map creates compact, contiguous districts, and like all map options, absorbs the recently annexed county islands within the City limits. While some of the changes have no impact on voting cycle, the map does move a total of 44 voters from a 2022 voting cycle to a 2024 voting cycle, resulting in those voters being deferred two years.

Next Steps

Following tonight's hearing, the City Council is required to select a final map and adopt the attached Resolution, concluding the redistricting process. The deadline for adopting the final map is April 17, 2022 is this will be the last scheduled Council Meeting prior to the deadline for map adoption.

FISCAL IMPACT:

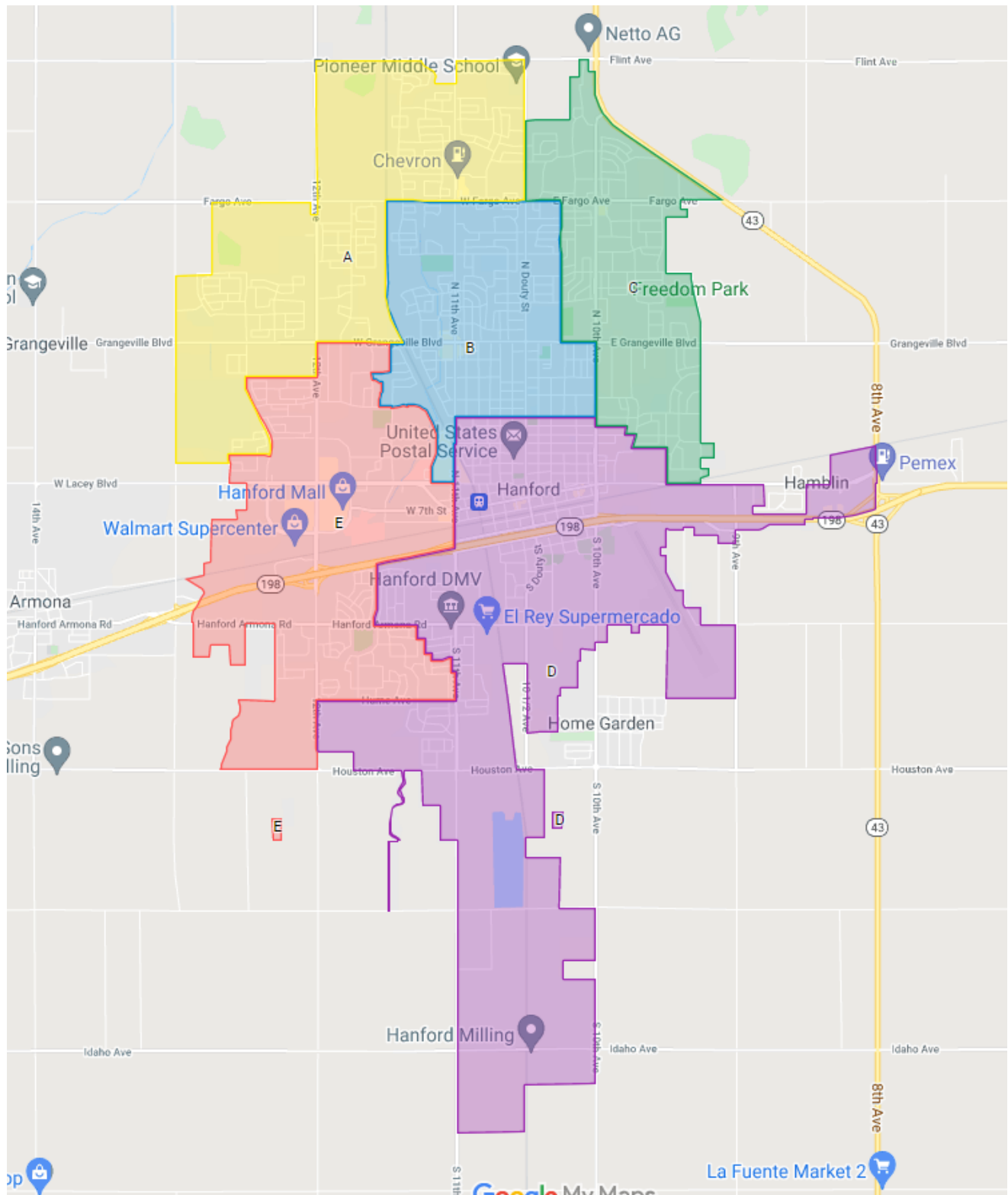
There is no fiscal impact associated with the recommended action.

ATTACHMENTS:

Maps and Analysis 4.5.2022

Hanford Resolution Adjust Boundaries of Council Election Districts

Map Option 1



Map Option 1

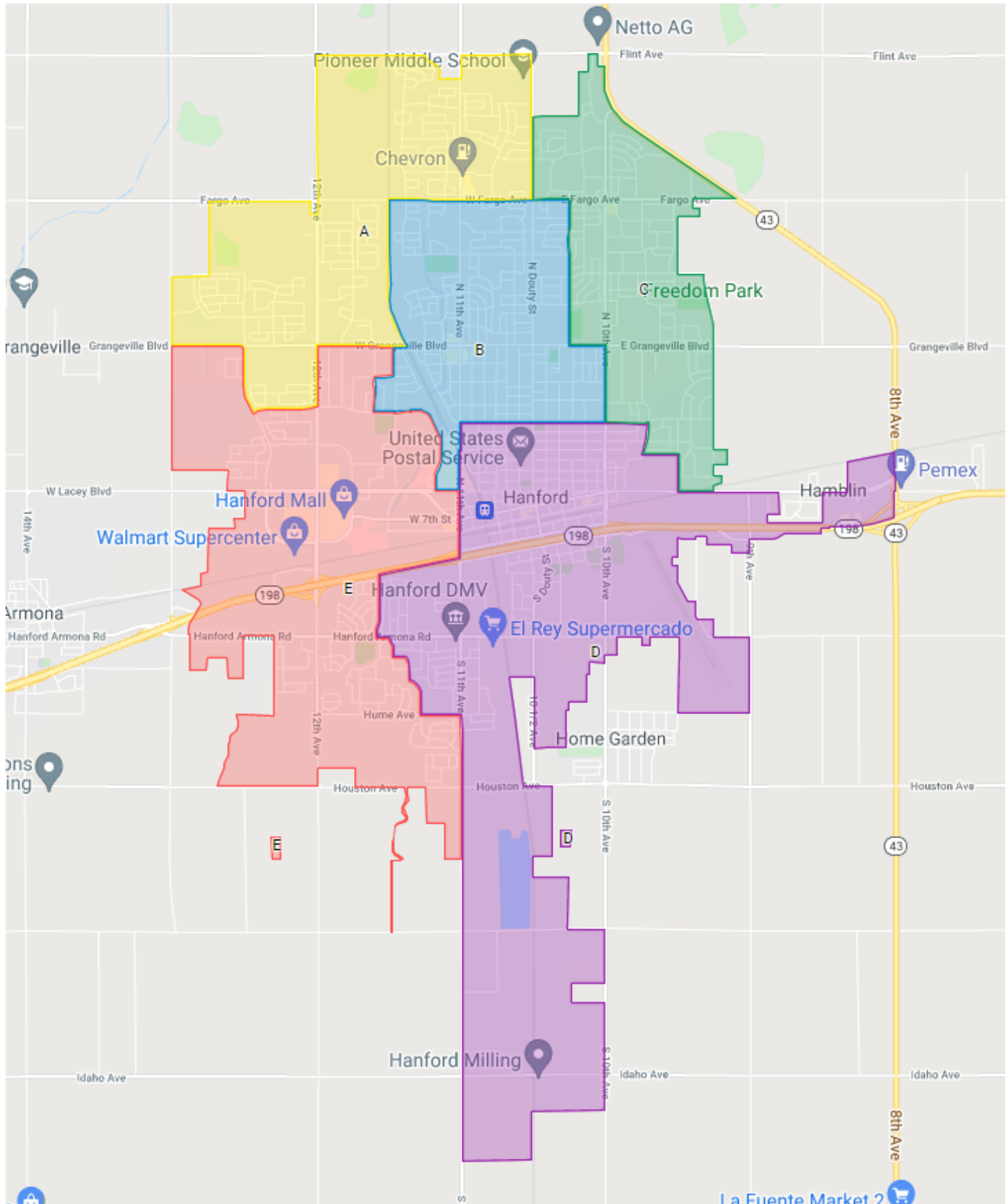
District	Total Population	Raw Deviation	% Deviation	CVAP*19 Total	CVAP19 NL** White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN***	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
A	11,909	-36	-0.30%	7,337	4,438	450	1,593	5,749	2	641	-	5
B	11,924	-21	-0.18%	8,502	4,782	463	2,651	5,840	90	258	-	10
C	11,990	45	0.37%	8,209	4,036	383	3,167	5,041	42	199	-	4
D	11,916	-29	-0.25%	6,044	1,342	441	3,898	2,151	70	154	1	2
E	11,988	43	0.36%	6,918	2,571	381	3,320	3,590	62	423	1	10
Total	59,727											
Ideal	11,945	Deviation	0.68%									

* CVAP = Citizens of Voting Age Population

** NL = Non-Latino

*** AIAN = American Indian Alaskan Native

Map Option 2



Attachment: Maps and Analysis 4.5.2022 (Clerk: Redrawing of City Council Member District Boundaries)

Map Option 2

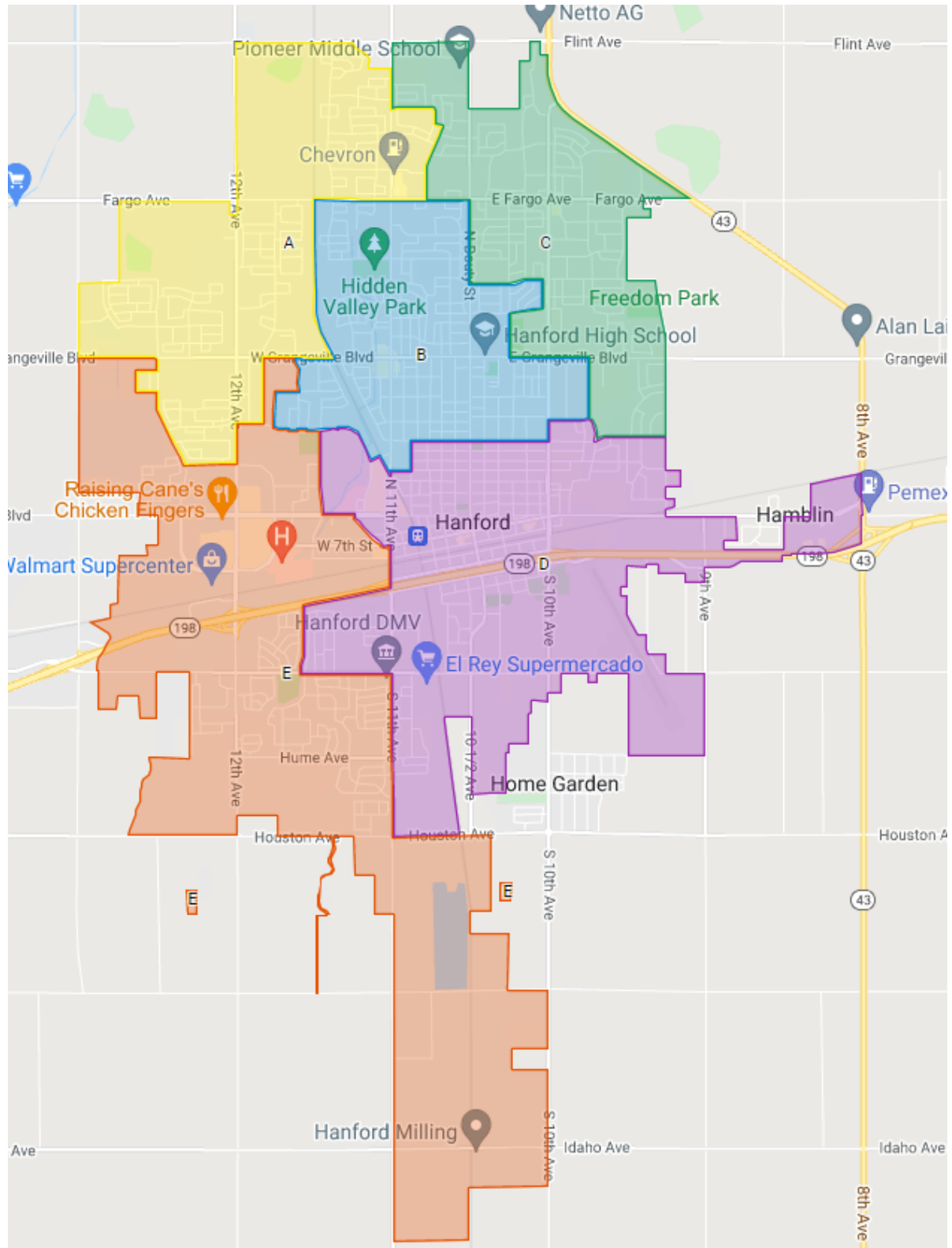
District	Total Population	Raw Deviation	% Deviation	CVAP19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
A	12,032	87	0.72%	7,407	4,518	449	1,603	5,814	2	647	-	54
B	11,991	46	0.38%	8,538	4,814	465	2,657	5,873	90	258	-	102
C	11,846	-99	-0.83%	8,140	4,000	383	3,134	5,008	42	199	-	44
D	11,950	5	0.04%	6,008	1,251	489	3,874	2,120	7	201	-	44
E	11,908	-37	-0.31%	6,917	2,586	332	3,361	3,556	125	370	2	90
Total	59,727											
Ideal	11,945											
Deviation		1.56%										

* CVAP = Citizens of Voting Age Population

** NL = Non-Latino

*** AIAN = American Indian Alaskan Native

Map Option 3



Map Option 3

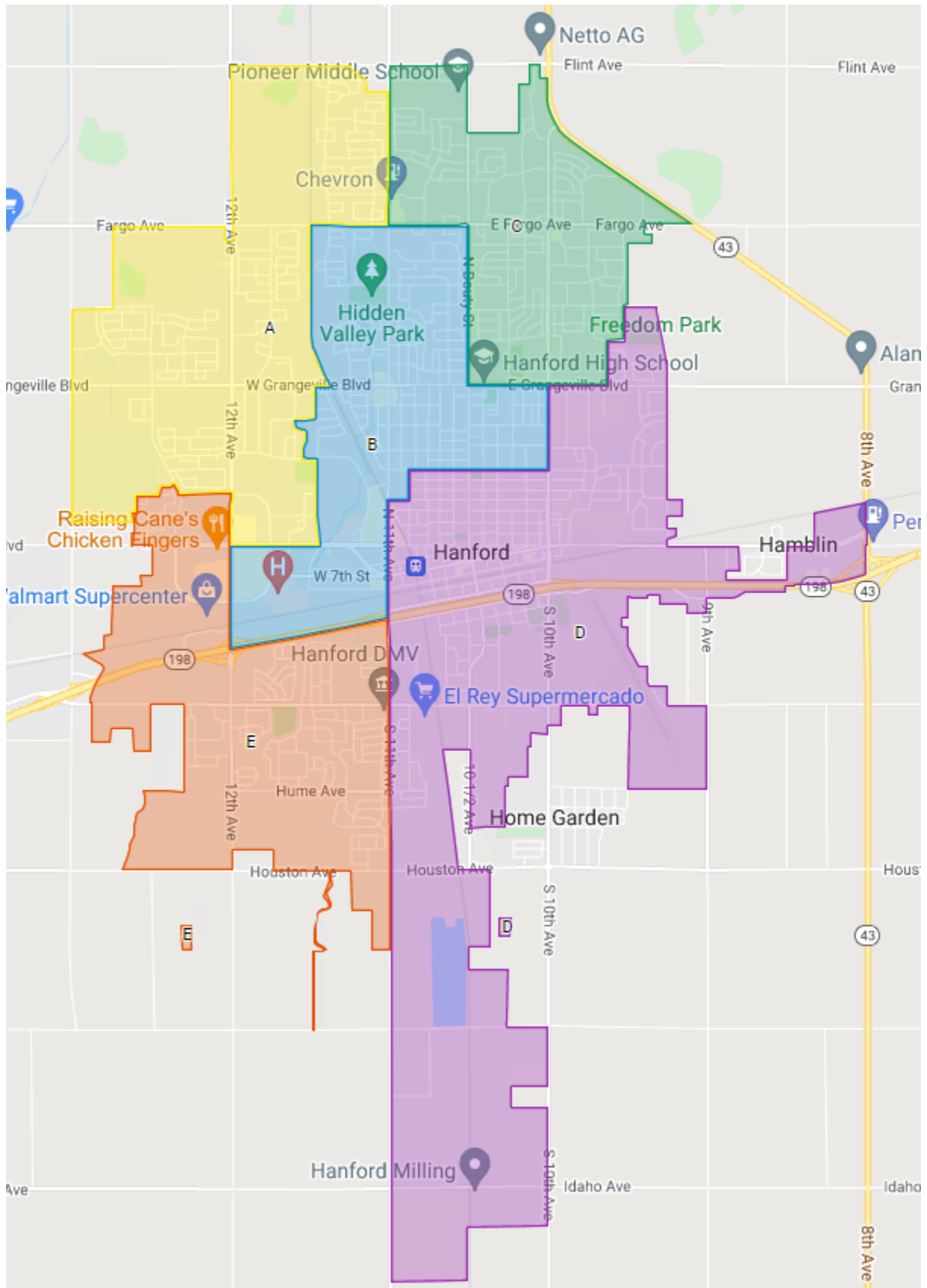
District	Total Population	Raw Deviation	% Population	Latino	CVAP19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVA NL O
A	11,635	-310	-2.60%	4,304	7,034	4,039	440	1,691	5,356	1	661	-	
B	11,972	27	0.22%	5,694	8,668	4,793	496	2,769	5,904	80	269	-	
C	12,383	438	3.66%	5,538	8,382	4,692	342	2,730	5,618	29	257	-	
D	11,760	-185	-1.55%	8,352	6,062	1,558	515	3,695	2,415	25	130	-	
E	11,977	32	0.26%	7,916	6,864	2,087	325	3,744	3,078	131	358	2	
Total	59,727												
Ideal	11,945	Deviation	6.26%										

* CVAP = Citizens of Voting Age Population

** NL = Non-Latino

*** AIAN = American Indian Alaskan Native

Map Option 4



Map Option 4

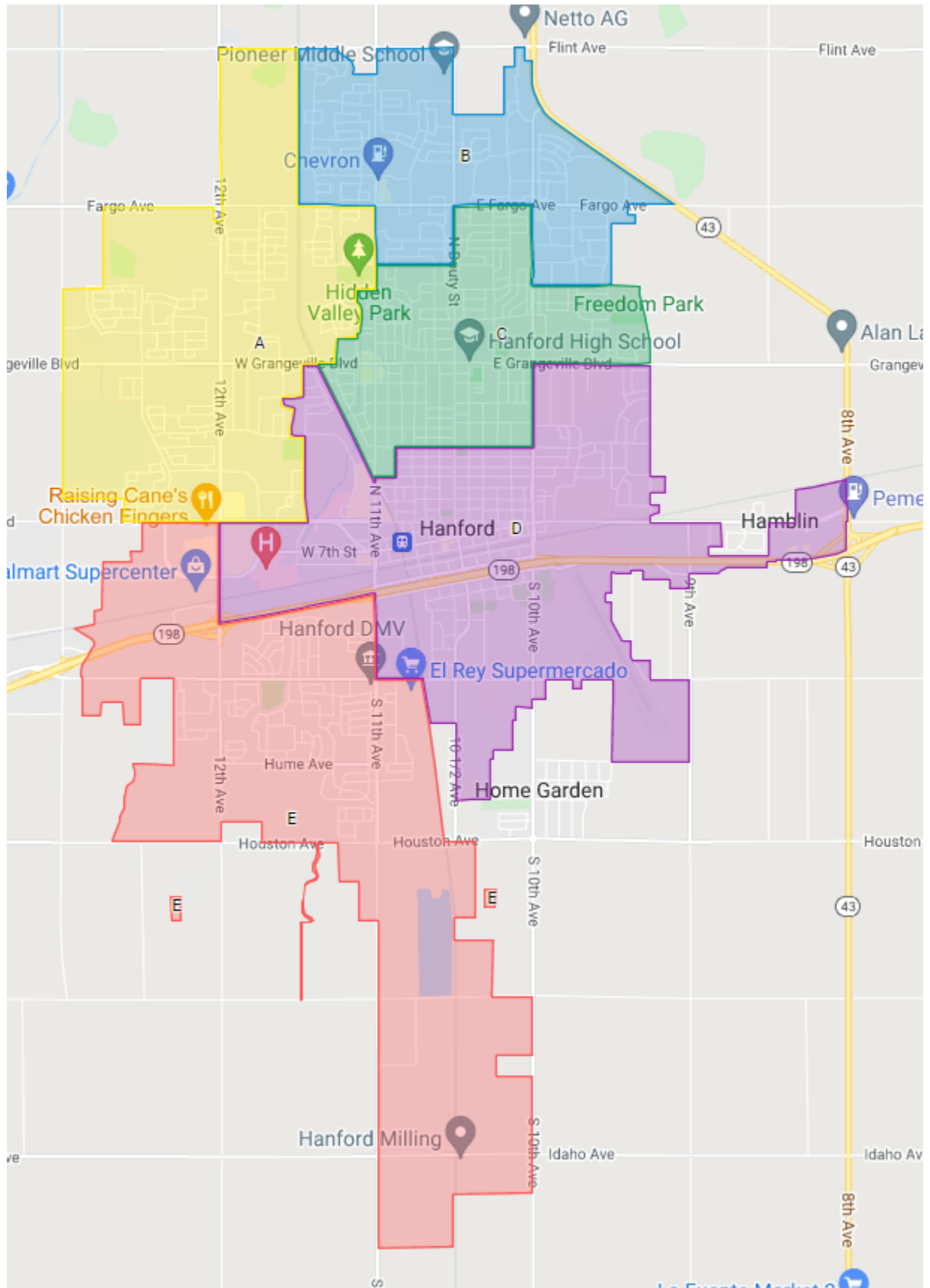
District	Total Population	Raw Deviation	% Population	Latino	CVAP19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL C
A	11,669	-276	-2.31%	4,493	6,824	3,817	321	1,845	4,966	1	625	-	
B	11,859	-86	-0.72%	5,819	8,275	4,546	538	2,636	5,627	80	285	-	
C	12,272	327	2.73%	4,838	8,755	5,205	480	2,370	6,377	28	296	-	
D	12,288	343	2.87%	8,518	7,105	2,082	541	4,177	2,939	26	86	-	
E	11,639	-306	-2.57%	8,136	6,051	1,519	238	3,601	2,462	131	383	2	
Total	59,727												
Ideal	11,945	Deviation	5.43%										

* CVAP = Citizens of Voting Age Population

** NL = Non-Latino

*** AIAN = American Indian Alaskan Native

Map Option 5



Map Option 5

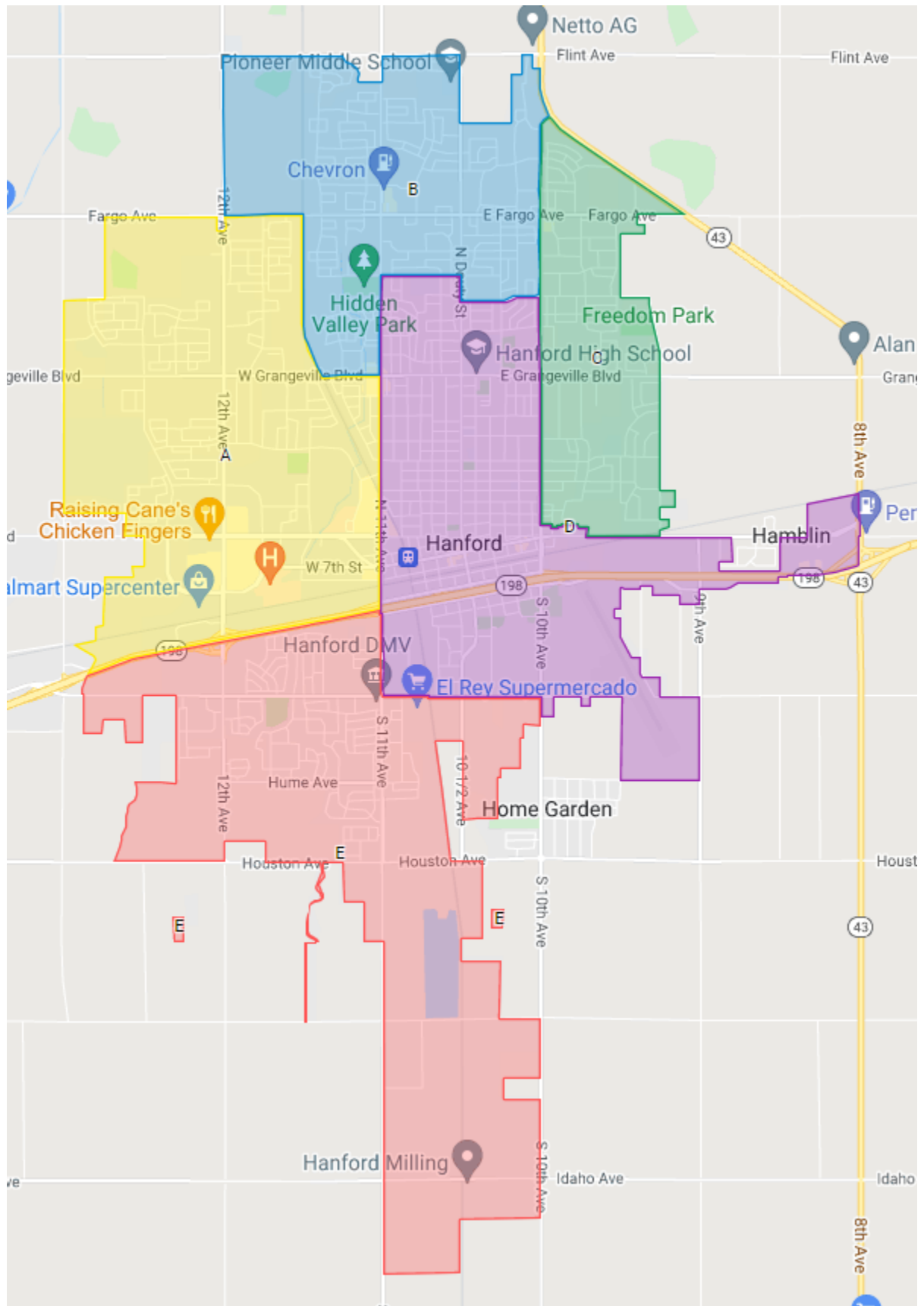
District	Total Population	Raw Deviation	% Population	Latino	CVAP19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL OI
A	11,662	-283	-2.37%	4,659	7,019	3,914	372	1,937	5,087	1	645	-	
B	12,342	397	3.32%	4,552	8,047	5,101	446	1,907	6,142	13	400	-	
C	11,688	-257	-2.15%	5,757	8,575	4,453	428	2,992	5,567	96	168	-	
D	12,012	67	0.56%	7,901	7,153	2,446	597	3,786	3,384	25	127	-	
E	12,023	78	0.65%	8,935	6,216	1,255	275	4,007	2,191	131	335	2	
Total	59,727												
Ideal	11,945	Deviation	5.69%										

* CVAP = Citizens of Voting Age Population

** NL = Non-Latino

*** AIAN = American Indian Alaskan Native

Map Option 6



Map Option 6

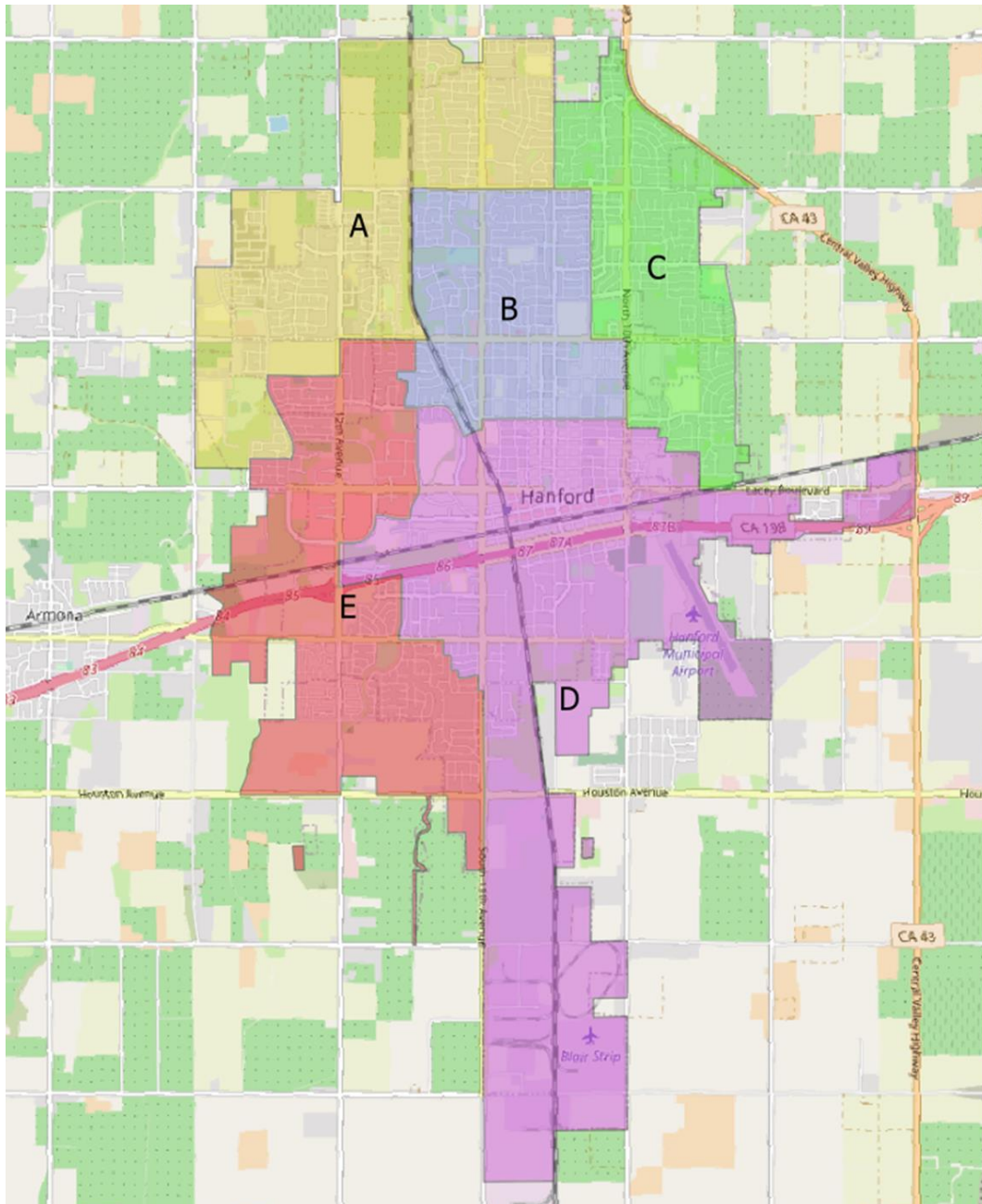
District	Total Population	Raw Deviation	% Population	Latino	CVAP19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL
A	12,438	493	4.12%	5,231	7,257	3,981	440	1,973	5,288	1	668	-	
B	13,581	1,636	13.69%	5,147	9,448	5,918	545	2,351	7,090	28	406	-	
C	9,367	-2,578	-21.58%	5,075	6,061	2,850	337	2,428	3,629	25	142	-	
D	11,843	-102	-0.86%	7,024	7,770	3,143	518	3,650	4,133	81	124	-	
E	12,498	553	4.63%	9,327	6,474	1,277	278	4,227	2,231	131	335	2	
Total	59,727												
Ideal	11,945	Deviation	35.28%										

* CVAP = Citizens of Voting Age Population

** NL = Non-Latino

*** AIAN = American Indian Alaskan Native

Map Option 7



Map Option 7

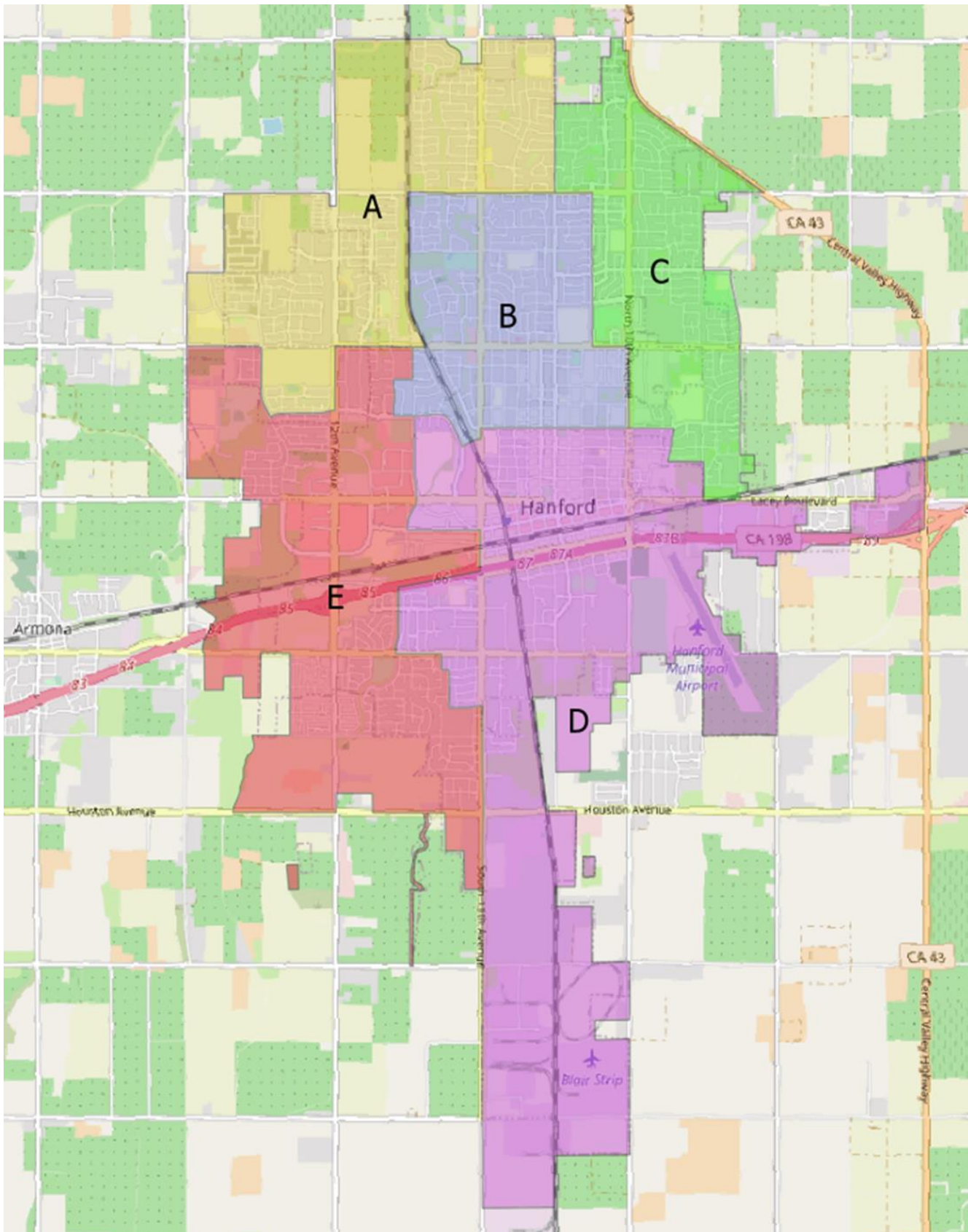
District	Total Population	Raw Population	% Population	Latino	CVAP19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP NL Other
A	11,909	-36	-0.30%	4,256	7,337	4,438	450	1,593	5,749	2	641	-	
B	11,908	-37	-0.31%	5,630	8,495	4,781	463	2,649	5,835	90	258	-	1
C	11,990	45	0.37%	5,982	8,209	4,036	383	3,167	5,041	42	199	-	
D	11,825	-120	-1.01%	8,407	6,240	1,544	583	3,760	2,482	1	176	-	
E	12,095	150	1.25%	7,529	6,729	2,370	239	3,460	3,264	131	401	2	1
Total	59,727												
Ideal	11,945	Deviation	2.26%										

* CVAP = Citizens of Voting Age Population

** NL = Non-Latino

*** AIAN = American Indian Alaskan Native

Map Option 8



Map Option 8

District	Total Population	Raw Population	% Population	Latino	CVAP19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
A	12,032	87	0.72%	4,295	7,407	4,518	449	1,603	5,814	2	647	-	5
B	11,975	30	0.25%	5,658	8,531	4,813	465	2,655	5,868	90	258	-	10
C	11,846	-99	-0.83%	5,888	8,140	4,000	383	3,134	5,008	42	199	-	4
D	11,863	-82	-0.69%	8,505	6,140	1,409	578	3,778	2,353	1	182	-	2
E	12,011	66	0.55%	7,458	6,792	2,429	243	3,459	3,328	131	389	2	10
Total	59,727												
Ideal	11,945	Deviation	1.56%										

* CVAP = Citizens of Voting Age Population

** NL = Non-Latino

*** AIAN = American Indian Alaskan Native

RESOLUTION NO. 22-14-R**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD, CALIFORNIA REGARDING BY-DISTRICT ELECTIONS, ADJUSTING THE BOUNDARIES OF CITY COUNCIL ELECTION DISTRICTS AND CONFIRMING SUCH REVISED COUNCIL DISTRICT BOUNDARIES, AS REFLECTED IN THE ATTACHED MAP**

WHEREAS, the United States Census Bureau is required by Article I, Section 2, of the United States Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, California Elections Code § 21601 requires that following each decennial federal census, and using that census as a basis, the Council shall, by ordinance or resolution, adjust the boundaries of any or all of the Council election districts of the City so that the districts shall be substantially equal in population as required by the United States Constitution, California Constitution, and the Federal Voting Rights Act. In establishing the boundaries of the districts, the Council must give consideration to the following factors in the following priority: (a) contiguity of districts, (b) respecting communities of interest, (c) drawing easily identifiable districts through use of natural or artificial boundaries and (d) compactness of territory in districts; and

WHEREAS, California Elections Code § 21602 requires that the Council adopt a resolution amending Council districts no later than April 17, 2022; and

WHEREAS, on September 27, 2021, the Census Bureau sent 2020 Census data to the State of California with an official population estimate of 59,727 residents for the City of Hanford; and

WHEREAS, the City Council of the City of Hanford ("City Council") held four public hearings on October 20, 2021, November 16, 2021, March 1, 2022, and April 5, 2022, where the Council received briefings from the City's demographic consultant relating to the redistricting process and state and federal redistricting criteria, including the California Elections Code, the Federal Voting Rights Act and the United States Constitution, heard public testimony, and directed staff and the City's demographic consultant to prepare draft Council district maps for consideration; and

WHEREAS, in addition, City staff conducted public outreach by way of print and digital advertisements. Further, a community workshop was held on January 15, 2022, providing the community the opportunity to view draft

maps and learn how to submit their own proposed maps. During the public hearings, public comment was received on redistricting criteria and communities of interest; and

WHEREAS, at the March 1, 2022 and April 5, 2022 public hearings, the Council received a presentation of several draft maps prepared by the City's demographic consultant for compliance with applicable laws and standards and reviewed additional maps submitted by the public; and

WHEREAS, at the April 5, 2022 public hearing, the City Council agreed on Map _____, designating it as the preferred map and directed that it be presented to the Council for adoption by Resolution; and

WHEREAS, at each of the public hearings on redistricting, the Council heard testimony relating to "communities of interest," which led the Council to reach the following determinations about communities of interest on the preferred map, as required under federal and state law:

- (1) The election districts are geographically contiguous. The districts are arrayed in a simple and logical form without any islands and with minimal intrusions from the area of one district into another;
- (2) To the extent practicable, the preferred map respects the geographic integrity of local neighborhoods and local communities of interest. The Council heard testimony about what constitutes communities of interest in the public's view;
- (3) The election districts are easily identifiable and understandable by residents. The districts in the preferred map form a relatively simple pattern;
- (4) To the extent practicable, the election districts are geographically compact. Their configurations for the most part are compact, simple shapes, with nearby populations included in the same districts;
- (5) The election districts are balanced in terms of total population and voting age population. The districts are well within the one-person/one-vote deviations permitted under federal and state voting rights laws; and
- (6) The election districts conform to concentration of minority voters. The preferred map draws Districts D and E as majority/minority voting district(s).

WHEREAS, all information in the staff reports, maps, presentations, Council debate and public testimony referenced above is hereby incorporated into this decision and serves as evidentiary basis for these findings and legislative decision.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HANFORD DOES RESOLVE AS FOLLOWS:

SECTION 1. This Resolution is adopted following four noticed City Council public hearings as required by California Elections Code section 21607.1.

SECTION 2. City Council elections shall continue to be conducted "by districts" in five districts as set forth in Exhibit A. The term "by district" shall mean election of members of the legislative body by voters of the district alone, as provided in Government Code Section 34871(d).

SECTION 3. All ordinances and resolutions, or parts thereof in conflict with this Resolution are hereby repealed.

SECTION 4. The City Manager is directed to take all necessary steps to give effect to this Resolution. If necessary to facilitate the implementation of this Resolution, the City Manager or his or her designee is authorized to make technical adjustments to the election district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Manager shall consult with the City Attorney concerning any technical adjustments deemed necessary and shall advise the City Council of any such adjustments required in the implementation of the districts.

SECTION 7. The City Clerk is hereby directed to provide a certified copy of this Resolution to the Kings County Registrar of Voters for use in subsequent Hanford City Council Elections.

SECTION 8. Compliance with California Environmental Quality Act. This activity is exempt from environmental review under the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 et seq.) pursuant to State CEQA Guidelines, (Cal. Code Regs., tit. 14, § 15000 et seq.) §§ 15061(b)(3), 15320, and 15378(b)(3). The redistricting process is an organizational and administrative activity of the City, does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the environment, and is therefore not a project for purposes of CEQA. (State CEQA Guidelines, §§ 15061(b)(3); 15378(b)(5).) In the event

the transition process does constitute a project, it is categorically exempt under the Class 20 (Changes in the Organization of Local Governments) categorical exemption. (State CEQA Guidelines, § 15320.) None of the exceptions to the exemptions found in State CEQA Guidelines, § 15300.2 apply.

SECTION 9. Severability. If any section, subsection, subdivision, sentence, or clause or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 5th day of April, 2022.

Kalish Morrow, Mayor

I, Natalie Corral, City Clerk of the City of Hanford, California, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Hanford on the 5th day of April, 2022, by the following roll call vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

ATTEST: _____
Natalie Corral, City Clerk

EXHIBIT A

Final District Boundary Map

Attachment: Hanford Resolution Adjust Boundaries of Council Election Districts (Clerk: Redrawing of City Council Member District



AGENDA STAFF REPORT

MEETING DATE: 4/5/2022	AGENDA SECTION: B
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SUBJECT:

City Attorney: Approval of Resolution Nos. 22-11-R, 22-12-R, and 22-13-R, and Introduction of Ordinance No. 22-04 related to the creation of the Community Facilities District for the Live Oak Development

RECOMMENDATION:

It is recommended that the Council, by motion, approve Resolution No. 22-11-R, 22-12-R, and 22-13-R, and, by motion, waive the first reading of Ordinance 22-04 and pass the Ordinance to a second reading.

Recommended Motion #1: I move to approve Resolution No. 22-11-R.

Recommended Motion #2: I move to approve Resolution No. 22-12-R.

Recommended Motion #3: I move to approve Resolution No. 22-13-R.

Recommended Motion #4: I move that the first reading of Ordinance 22-04 be waived and that the Ordinance be passed to a second reading.

BACKGROUND:

Live Oak is a planned unit development, which is located south of Hume Ave. on each side of 12th Ave., consisting of multiple residential subdivisions located on approximately three hundred sixty-eight (368) acres. Of the three hundred sixty-eight (368) acres, it is expected that two hundred ninety-seven (297) acres will be occupied by residences, which will be subject to the CFD's special tax levy.

The project will include various public improvements, including parks, street lighting, storm drainage facilities, landscaping, and other public improvements (collectively “Public Improvements”).

After communication with one of the developers of a portion of the Live Oak project, the City determined that maintenance of the Public Improvements should be funded through a community facilities district (“CFD”) rather than a landscape and lighting maintenance district (“LLMD”) that exist in other parts of the City. The Mello-Roos Community Facilities District Act of 1982 (“Mello-Roos”) allows for the formation of a maintenance district that levies an annual special tax to operate and maintain public facilities. CFDs are similar to LLMDs; however, they allow for the funding of a broader range of expenses, including maintenance of storm drainage facilities.

The law allows CFDs to provide a wide variety of services. With respect to future CFDs, the Council may choose to have those districts provide additional services (e.g., road maintenance services).

The Council previously approved Resolution 22-05-R, which started the CFD creation process by: (i) establishing April 5, 2022 as the date for a hearing on the CFD’s formation; and (ii) directing that a report be prepared for the formation hearing. A copy of the hearing report prepared by DTA is attached. Through Resolution 22-05-R, the Council also approved a proposed rate and method of apportion (RMA) for CFD special taxes. The RMA proposes an initial special tax of up to \$897.00 per dwelling and each final mapped residential parcel and \$3,885 per acre tax for non-residential property. The tax will be adjusted annually by the greater of CPI or 3.5%, with each annual increase capped at 6.0%. Unmapped portions of Live Oak will not be subject to the special tax.

City staff and the City Attorney recommend that, at the conclusion of the public hearing, the Council adopt Resolution 22-11-R, which will approve the following:

- Finding that owners of a majority of the land within the CFD have not protested the CFD’s formation.
- List of CFD services.
- Special tax to pay for the CFD’s services.
- Establishment of an annual appropriations limit of \$1,153,806.00, which is equal to the maximum special tax that the CFD may levy in its first year.
- Designate the Finance Director as the City official responsible for annually preparing a current roll of special tax levy obligations, estimating special tax levies, and for responding to inquiring regarding special tax levies.

- Addition of the CFD special tax to the tax bills for each developed or mapped property within the CFD. Alternatively, the City may choose to directly bill each landowner for the taxes associated with each owner's property.
- Submission of tax levy and appropriations limit to the owners of land within the CFD for approval.

By approving Resolution 22-12-R, the Council will take the following actions:

- Determine that, under CFD law, the owners of land in the CFD are the qualified electors for purposes of approving the tax levy and appropriations limit.
- Call a special election for April 5.
- Approve a form of ballot.
- Find that the landowners have waived election formalities, which allows the election to occur on April 5.
- Approve the creation of a special account or fund for the CFD tax monies received by the City.

Completed ballots have been returned by owners of land within the CFD and are included with this report. By approving Resolution 22-13-R, the Council will take the following actions regarding the election:

- Find that the more than two-thirds (2/3rds) of the votes cast approve the special tax levy and the \$1,153,806.00 annual appropriations limit.
- Direct the City Clerk to record a Notice of Special Tax Lien (copy attached) against the properties located in the CFD.

Ordinance No. 22-04 will establish the special tax levy approved by the CFD landowners and will authorize the collection of tax payments.

ATTACHMENTS: Resolution No. 22-11-R, 22-12-R, and 22-13-R, Ordinance 22-04, hearing report, completed ballots, Notice of Special Tax Lien.

FISCAL IMPACT:

ATTACHMENTS:

2022.03.28 Resolution of Formation - FINAL

2022.03.28 Ordinance Approving Tax Levy - FINAL

2022.03.28 Resolution Calling Special Election - FINAL

2022.03.28 Resolution Declaring Election Results - FINAL

2022.03.28 Staff Report - CFD Formation, Election, and Tax Levy - FINAL

2022.03.30 Tax Lien - FINAL

City of Hanford CFD 2022-01 CFD Report FINAL

RESOLUTION NO. 22-11-R
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD,
CALIFORNIA, TO FORM COMMUNITY FACILITIES DISTRICT NO. 2022-01 (LIVE
OAK) AND TO LEVY SPECIAL TAXES THEREIN

At a regular meeting of the City Council of the City of Hanford, duly called and held on April 5, 2022, at 7:00 p.m., it was moved by Council Member _____, and seconded by Council Member _____, and duly carried that the following resolutions be adopted:

WHEREAS, on March 1, 2022, the City Council of the City of Hanford (“Council”) adopted Resolution 22-05-R (“Resolution of Intention”) with respect Community Facilities District No. 2022-01 (Live Oak) (“CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 commencing which Section 53311 of the California Government Code (“Act”); and

WHEREAS, the Resolution of Intention incorporates a map of the proposed boundaries of the CFD, identifies the public services (“Services”) to be provided and the method of apportionment of the special taxes to be levied within the CFD to pay the cost of providing such Services, and is on file with the City Clerk, and the provisions thereof are incorporated herein by reference; and

WHEREAS, The Services to be provided, as stated in the Resolution of Intention, are set forth in Exhibit “A” hereto, which is incorporated herein by reference; and

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, the Services to be provided therein and the levy of said special tax were heard and a full and fair hearing was held; and

WHEREAS, at the hearing, evidence was presented to the Council on said matters before it, including the CFD Report (“Report”) as to the Services to be provided in the CFD and costs thereof and incidental expenses related thereto, a copy of which is on file with the City Clerk, and this Council, at the conclusion of said hearing, is fully advised of the contents of the Report; and

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of the Services, or the rate and method of apportionment of the special taxes have not been filed with the City Clerk by owners of one-half (1/2) or more of the area of land within the CFD that will be subject to the proposed special tax; and

WHEREAS, the special tax proposed to be levied in the CFD has not been eliminated by protest by owners of one-half (1/2) or more of the area of land within the CFD that will be subject to the special tax.

NOW THEREFORE, the City Council resolves:

Section 1. No Majority Protest. The proposed special tax to be levied within the CFD has not been precluded by majority protest pursuant to Section 53324 of the Act.

Section 2. Name of CFD. Community Facilities District No. 2022-01 (Live Oak) is hereby established pursuant to the Act.

Section 3. Boundaries of CFD. The boundaries of the CFD are set forth in the map of the CFD heretofore recorded in the Kings County Recorder's Office on March 3, 2022 in Book 26, at Page 99 of Maps of Assessment and Community Facilities Districts.

Section 4. Description of Services. The Services to be financed by the CFD shall consist of those items listed in the attached Exhibit "A."

Section 5. Special Tax.

a. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax ("Special Tax") sufficient to pay the costs thereof, secured by the recordation of a continuing lien, will be levied annually within the CFD and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by the Council.

b. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are shown in the attached Exhibit "B," which is incorporated herein by reference.

Section 6. Increased Demands. It is hereby found and determined that the Services are necessary to meet increased demands placed upon local agencies as a result of development occurring in the CFD. The Services are in addition to those provided in the territory of the CFD before the CFD was created and are additional services, which do not supplant services already available within such territory at this time.

Section 7. Appropriations Limit. Under section 53325.7 of the Act, and subject to the voter approval requirement in that section, the CFD's appropriations limit, as defined by subdivision (h) of section 8 of article XIII B of the California Constitution, subject to adjustment as provided therein, is established in the amount of One Million, One Hundred Fifty-Three Thousand, Eight Hundred Six Dollars (\$1,153,806.00).

Section 8. Responsible Official. The Director of Finance of the City of Hanford or his/her designee shall be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number, estimating future Special Tax levies and for establishing procedures to promptly respond to inquiries regarding estimates of future Special Tax levies. The City may contract with private consultants to provide this service in lieu of the Director of Finance.

Section 9. Tax Lien. The Special Tax will be collected and enforced as a separate line item on regular property tax bills. However, the City Council reserves the right, under Section 53340 of the Act, to utilize any method of collecting the Special Tax, which it shall, from time to time, determine to be in the best interests of the City, including, but not limited to, direct billing by the City to the property owners and supplemental billing. In particular, the City may bill the

2022-2023 Special Taxes directly, and not post those taxes to the regular, security property tax roll. The procedure for collection in any case when the City chooses to collect the Special Tax through direct billing shall be as follows:

After levy by the City Council, whether pursuant to an authorizing ordinance or annual resolution, the City's Director of Finance or his/her designee shall prepare and send to the property owners by first class U.S. Mail, at their addresses shown on the last equalized assessment roll, a tax bill, which shall specify the amount due, give instructions for payment to the City's Director of Finance or his/her designee, state (as is hereby authorized and provided) that the first installment of the Special Tax (50% of the annual Special Tax shall be payable in each installment) shall be delinquent if not received by the City's Finance Director by the close of business on the next succeeding December 10, and the second installment shall be delinquent if not paid to the City's Director of Finance by the close of business on the next succeeding April 10, shall specify (as is hereby authorized and provided) that all delinquencies shall incur immediately a ten percent (10%) penalty, and an additional one and one-half percent (1.5%) penalty on the first day of each month beginning with the next succeeding September 1, and shall specify (as is hereby authorized and provided) that delinquencies are subject to judicial foreclosure under the procedure set forth in Section 53356.1, *et seq.*, of the Government Code.

The City Council, as an alternative enforcement mechanism, may by resolution, elect to place delinquent Special Taxes on the next secured property tax roll. In such event, attorneys' fees and costs to date in any foreclosure action, and penalties on the delinquency through the following December 1, may be included in the amount to be placed on the roll. Both remedies may be pursued simultaneously, but if the property owner pays the regular property tax bill for the subsequent year, including the delinquent Special Tax posted to that bill, the foreclosure action may thereafter be pursued solely for attorneys' fees and costs incurred subsequent to the posting of the delinquent Special Tax on the secured roll.

Section 10. Election. Pursuant to the provisions of the Act and the proposition of the levy of the Special Tax, there shall be submitted to the qualified electors of the CFD at an election, the time, place, and conditions of which election shall be as specified by a separate resolution of the Council. The qualified electors for the election to be held in these proceedings shall be the landowners owning land within the CFD. The City Council will conduct the election by mailed ballot and hereby designates the City Clerk as the official to conduct the mailed-ballot election; provided however, the City Clerk may conduct the election by alternative means if election formalities are waived the landowners.

Section 11. Prior Proceedings Valid. The City Council finds and determines that all proceedings up to and including the adoption of this Resolution were and are valid and in conformity with the requirements of the Act. This determination and finding are final and conclusive in accordance with Government Code Section 53325.1.

Section 12. Effectiveness. This Resolution shall take effect immediately upon its adoption.

PASSED, ADOPTED AND APPROVED this 5th day of April, 2022 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Approved _____

KALISH MORROW
MAYOR

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 Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 5th day of April, 2022.

Date: _____

City Clerk

Attachment: 2022.03.28 Resolution of Formation - FINAL (City Attorney: Resolution No. 22-11-R, 22-12-R, and 22-13-R,)

EXHIBIT “A”

Services Financed by CFD Special Tax

* * * * *

Community Facilities District No. 2022-01 (Live Oak) (“CFD”) will finance, in whole or in part, the direct and indirect costs of the following services (“services” shall have the meaning given to that term in the Mello-Roos Community Facilities Act of 1982), including all related administrative costs and expenses, and reserves for the replacement of improvements, facilities, and equipment.

Parks

Maintenance, including servicing, repair, improvement, replacement, and removal of parks and park amenities, including, without limitation, landscaping, buildings, sports fields, sports courts, playground equipment, play courts, play structures, picnic tables, lighting, drinking fountains, restrooms, barbecues, and other park improvements and amenities within the CFD’s boundaries. Maintenance also includes, without limitation, cleaning and removal of graffiti and payment of electric, water, and other utility costs.

Street Lighting

Maintenance, including, without limitation, servicing, repair, improvement, replacement, and removal of street light improvements, including, without limitation, poles, fixtures, conduits, equipment, guys, anchors, posts, pedestals, and metering devices, within the CFD’s boundaries. Maintenance also includes cleaning and removal of graffiti and payment of electric, water, and other utility costs.

Stormwater Facilities

Maintenance, including, without limitation, servicing, repair, improvement, replacement, and removal of stormwater drainage facilities within the CFD’s boundaries (includes, without limitation, field inspections, record keeping, cost of permits, and regulatory fees, environmental mitigation monitoring, reporting, vegetation management and weed abatement, and removal of silt, sediment, trash, and debris). Maintenance also includes cleaning and removal of graffiti and payment of electric, water, and other utility costs.

Landscaping and Other Public Improvements

Maintenance, including servicing, repair, improvement, replacement, and removal of parkways, landscape setbacks, landscaped areas, landscaped roadway medians, open space, publicly owned masonry walls, fences, monuments, and features, trails, walking and bicycle paths, etc. Maintenance also includes, without limitation, cleaning and removal of graffiti and payment of electric, water, and other utility costs.

Attachment: 2022.03.28 Resolution of Formation - FINAL (City Attorney: Resolution No. 22-11-R, 22-12-R, and 22-13-R,)

Additional Costs and Expenses

In addition, the following costs will also be financed by the special taxes levied within the CFD and will be allocated to each improvement described above based upon their pro rata share of needed administrative costs, operating reserves, and capital reserves, and actual or estimated delinquencies:

1. Administrative expenses, including, without limitation, the costs incurred to determine, levy, and collect and enforce the special taxes, compensation of City of Hanford employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting special tax installments on general tax rolls, preparation of required reports, and all other costs incurred in the administration and operation of the CFD by the City of Hanford;
2. Any amounts needed for CFD operating reserves and capital reserves;
3. Amounts deposited into a sinking fund for services that could not otherwise be funded in any given fiscal year; and
4. Any amounts needed to cure actual and estimated delinquencies in special taxes for the future, current, and previous fiscal years.

EXHIBIT “B”

**RATE AND METHOD OF APPORTIONMENT
CITY OF HANFORD
COMMUNITY FACILITIES DISTRICT NO. 2022-01
(LIVE OAK)**

A Special Tax, as hereinafter defined, shall be levied on all Assessor's Parcels in City of Hanford Community Facilities District No. 2022-01 (Live Oak) ("CFD No. 2022-01") and collected each Fiscal Year commencing in Fiscal Year 2022-2023, in an amount determined by the Council, through the application of the Rate and Method of Apportionment as described below. All of the real property in CFD No. 2022-01, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, parcel map, condominium plan, or other recorded parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the actual or reasonably estimated costs directly or indirectly related to the administration of CFD No. 2022-01, including, without limitation: the costs of computing the Special Taxes and preparing the Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2022-01 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-01 for any other administrative purposes of CFD No. 2022-01, including, without limitation, attorney's fees and other costs related to commencing and pursuing to completion any foreclosure, or otherwise addressing the disposition of delinquent Special Taxes.

"Assessor's Parcel" means any real property to which an Assessor's Parcel Number is assigned as shown on an Assessor's Parcel Map.

"Assessor's Parcel Map" means an official map of the County Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means that number assigned to an Assessor's Parcel by the County for purposes of identification.

"Authorized Services" means the CFD Services, services associated with the Administrative Expenses, and services paid by the Reserve Fund.

"Benefitted Property" means developments commonly known as Greenbrier Gardens and Live Oak North, which are part of the City of Hanford Landscaping and Lighting Assessment District No. 07-02 and are conditioned to send stormwater to the Lone Oak Slough Basin located on the CFD.

"Benefitted Property Contribution" means an equitable contribution from Benefitted Property

for utilizing the Lone Oak Slough Basin located on the CFD, if any. Benefitted Property Contribution is separate and distinct from payments made by Benefitted Property in accordance with any oversizing and recapture agreement entered by and between the Benefitted Property and the City.

“Boundary Map” means a recorded map(s) which indicates the boundaries of CFD No. 2022-01.

“Building Permit” means the first legal document issued by the City giving official permission for the construction of a building on an Assessor’s Parcel. For purposes of this definition and application of the Special Tax, “Building Permit” may or may not include any subsequent building permits issued or changed after the first issuance, as determined by the CFD Administrator.

“Build-out” means the Fiscal Year in which all Assessor’s Parcels of Taxable Property within CFD No. 2022-01 are classified as Developed Property.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“CFD Formation” means the date on which the Council approved documents to form CFD No. 2022-01.

“CFD No. 2022-01” means the City of Hanford Community Facilities District No. 2022-01 (Live Oak).

“CFD Services” means those services eligible to be funded, as defined in the Resolution of Formation and authorized to be financed by CFD No. 2022-01 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2022-01 shall finance CFD Services only to the extent that they are in addition to those provided in the territory before the CFD was created and such CFD Services may not supplant services already available within CFD No. 2022-01 when the CFD was created.

“City” means the City of Hanford.

“Consumer Price Index” means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the San Francisco-Oakland-Hayward, CA Area, measured as of the month of December in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the San Francisco-Oakland-Hayward, CA Area.

“Council” means the Hanford City Council.

“County” means the County of Kings.

“Developed Property” means, for each Fiscal Year, all Taxable Property located within a Final Map that was recorded as of January 1 of the prior Fiscal Year, for which a Building Permit was issued prior to May 1 of the prior Fiscal Year.

“Dwelling Unit” means one residential unit of any configuration, including, but not limited to, a single-family attached or detached dwelling, condominium, mobile home, or otherwise.

“Exempt Welfare Exemption Property” means, for each Fiscal Year, an Assessor’s Parcel that is (a) receiving a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the County’s assessor’s roll finalized as of January 1 of the previous Fiscal Year, and (b) exempt from the Special Tax pursuant to Section

53340(c) of the Act.

“Final Map” means (i) a final map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots or parcels for which Building Permits may be issued without further subdivision, or (ii) for condominiums, a final map approved by the City and a condominium plan recorded pursuant to California Civil Code Section 4285 creating such individual lots or parcels.

“Final Mapped Property” means all Assessor’s Parcels of Taxable Property: (i) that are included in a Final Map recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied; and (ii) for which a Building Permit has not been issued on or before May 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Land Use Class” means any of the categories listed in Table 1 below.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor’s Parcel.

“Non-Residential Property” means all Assessor’s Parcels of Taxable Property for which a Building Permit(s) was issued for a non-residential use. The CFD Administrator shall make the determination if an Assessor’s Parcel is Non-Residential Property.

“Property Owner Association” means, collectively, any property owner association or homeowners association, including any master or sub-association, created for any property in CFD No. 2022-01.

“Property Owner Association Property” means, for each Fiscal Year, any property within the boundaries of CFD No. 2022-01 that was owned by a Property Owner Association, as of January 1 of the prior Fiscal Year.

“Proportionately” means, for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property. For Final Mapped Property, “Proportionately” means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor’s Parcels of Final Mapped Property.

“Public Property” means, for each Fiscal Year, any property within CFD No. 2022-01 that is owned by, irrevocably offered for dedication to, or dedicated to the federal government, the State, the City, or any other public agency as of June 30 of the prior Fiscal Year; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use. To ensure that property is classified as Public Property in the first Fiscal Year after it is acquired by, irrevocably offered for dedication to, or dedicated to a public agency, the property owner shall notify the CFD Administrator in writing of such acquisition, offer, or dedication not later than June 30 of the Fiscal Year in which the acquisition, offer, or dedication occurred.

“Rate and Method of Apportionment” means this Rate and Method of Apportionment of Special Taxes, City of Hanford, Community Facilities District No. 2022-01 (Live Oak).

“Reserve Fund” means a reserve fund to be used for one-time setup costs, capital replacement, and unexpected CFD Services costs.

“Reserve Fund Replenishment” means that amount to restore the Reserve Fund to a desired balance, as determined by the CFD Administrator. Notwithstanding the foregoing, the Reserve

Fund Replenishment shall not exceed 20% of the CFD Services costs for such Fiscal Year.

"Residential Property" means Assessor's Parcels of Taxable Property for which a Building Permit has been issued for purposes of constructing one or more Dwelling Units.

"Resolution of Formation" means the resolution adopted by the Council pursuant to Section 53325.1 of the Act, establishing CFD No. 2022-01.

"Special Tax" means a special tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means that amount to pay for Authorized Services and Reserve Fund Replenishment, less Benefitted Property Contribution and a credit for funds available to reduce the Special Tax levy, if any, as determined by the CFD Administrator. The City is under no obligation to pursue any Benefitted Property Contribution and makes no commitments that Benefitted Property Contribution will be collected in the future. Notwithstanding the forgoing, the Special Tax Requirement shall not exceed the Maximum Special Tax in any given Fiscal Year.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2022-01 which are not exempt from the Special Tax pursuant to law or Section E below.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property, Final Mapped Property, Public Property, or Property Owner's Association Property.

B ASSIGNMENT TO LAND USE CLASSES

Each Fiscal Year, beginning with Fiscal Year 2022-2023, each Assessor's Parcel of Taxable Property shall be classified as Developed Property, Final Mapped Property, Undeveloped Property, Public Property and/or Property Owner's Association Property.

Assessor's Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property.

C MAXIMUM SPECIAL TAX

C.1 Developed Property

C.1.a Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2022-2023 for Developed Property is shown below in Table 1.

Table 1: Maximum Special Taxes for Developed Property

Land Use Class	Description	Fiscal Year 2022-2023 Maximum Special Tax
1	Residential Property	\$897 Per Dwelling Unit
2	Non-Residential Property	\$3,885 Per Acre

C.1.b Multiple Land Use Classes

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for all Land Use Classes located on the Assessor's Parcel. The CFD

Administrator's allocation to each Land Use Class shall be final.

C.1.c Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2023, the Maximum Special Tax for Developed Property shall be increased annually by the greater of the change in the Consumer Price Index during the 12 months prior to December of the previous Fiscal Year and three and fifty hundredth percent (3.50%), not to exceed six percent (6.00%).

C.2 Final Mapped Property

The Fiscal Year 2022-2023 Maximum Special Tax for each Assessor's Parcel of Final Mapped Property shall be \$897 per Dwelling Unit, multiplied by the number of Dwelling Units anticipated to be constructed thereon, and shall increase annually thereafter, commencing on July 1, 2023 and on July 1 of each Fiscal Year thereafter, by the greater of the change in the Consumer Price Index during the 12 months prior to December of the previous Fiscal Year and three and fifty hundredth percent (3.50%), not to exceed six percent (6.00%).

C.3 Undeveloped Property

The Special Tax shall not be levied on any Undeveloped Property.

D APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the City shall levy the Special Tax as follows:

First: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax; and

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property at up to 100% of the applicable Maximum Special Tax.

E PREPAYMENT

No prepayments of the Special Tax are permitted.

F EXEMPTIONS

No Special Tax shall be levied on (i) Assessor's Parcels which are Public Property, Property Owner Association Property, or Exempt Welfare Exemption Property; (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization; (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iv) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses; or (v) Assessor's Parcels restricted to other types of public uses determined by the CFD Administrator.

G APPEALS AND INTERPRETATIONS

Any taxpayer may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property

and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 3 business days in which to appeal to the City by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination. The appeal procedures identified in Hanford Municipal Code Section 5.04.260, which is incorporated herein by reference, shall, to the maximum extent feasible, apply to appeals of the CFD Administrator's determinations.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

H MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2022-01 may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

I TERM OF SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to meet the Special Tax Requirement, unless no longer required to pay for Authorized Services as determined at the discretion of the Council.

ORDINANCE NO. 22-04**AN ORDINANCE OF THE CITY OF HANFORD LEVYING A SPECIAL TAX WITHIN CITY OF HANFORD COMMUNITY FACILITIES DISTRICT NO. 2022-01 (LIVE OAK)**

WHEREAS, on April 5, 2022, the City Council of the City of Hanford adopted a Resolution of Formation (Resolution No. 22-11-R) with respect to Community Facilities District 2022-01 (Live Oak) (“CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (“Act”), to pay the cost of providing certain public services (“Services”) to the territory within the CFD; and

WHEREAS, notice was published as required by the Act relative to the intention of the Council to form the CFD and to provide for the Services; and

WHEREAS, the Council held a noticed public hearing as required by the Act relative to the determination to proceed with the formation of the CFD and the rate and method of apportionment of the special tax to be levied within the CFD to pay the cost of providing the Services to the territory within the CFD; and

WHEREAS, at said hearing, all persons desiring to be heard on all matters pertaining to the formation of the CFD and the levy of said special taxes were heard, substantial evidence was presented and considered by the Council, and a full and fair hearing was held; and

WHEREAS, subsequent to the hearing, the City Council adopted Resolution of Formation and a Resolution calling special election (Resolution No. 22-12-R), which resolutions established the CFD, authorized the levy of a special tax within the CFD, and called an election within the CFD on the propositions of levying a special tax and establishing an appropriations limit within the CFD; and

WHEREAS, on April 5, 2022, a special election was held within the CFD at which the eligible landowner-electors approved such propositions by the two-thirds (2/3rds) vote required by the Act.

NOW, THEREFORE, the City Council of the City of Hanford does hereby ordain as follows:

Section 1. By passage of this Ordinance, the Council hereby authorizes and levies special taxes within the CFD pursuant to the Act, at the rate and in accordance with the formula set forth in the Resolution of Formation, which Resolution is incorporated herein by reference. The special taxes are hereby levied commencing in fiscal year 2022-2023 and in each fiscal year thereafter, all as contemplated by the Resolution of Formation.

Section 2. The City’s Director of Finance is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal

year for each parcel of real property within the CFD, in the manner and as provided in the Resolution of Formation.

Section 3. Properties or entities of the federal, state, or local governments shall be exempt from any levy of the special taxes. In no event shall the special taxes be levied on any parcel within the CFD in excess of the maximum tax specified in the Resolution of Formation.

Section 4. All of the collections of the special tax shall be used as provided for in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of the City in administering the CFD and the costs of collecting and administering the special tax.

Section 5. The special taxes shall be collected either by direct billing of the property owner or in the same manner as ordinary *ad valorem* taxes are collected and, in either case, shall have the same lien priority, and be subject to the same penalties and the same sales procedures in cases of delinquency as provided for *ad valorem* taxes; provided however, the provisions of the Act with regard to collection are applicable, and the Council may provide for other appropriate methods of collection by resolution.

Section 6. If for any reason, any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the CFD shall not be affected.

Section 7. This Ordinance shall take effect thirty (30) days after its adoption and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage or a summary of this ordinance shall be published in the Hanford Sentinel in a manner consistent with the requirements of the California Government Code.

PASSED, ADOPTED AND APPROVED this _____ day of April, 2022 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

KALISH MORROW
MAYOR of the City of Hanford

Attest:

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 passed and adopted at a regular meeting of the City Council of the City of Hanford held on the _____ day of April, 2022.

Date: _____

City Clerk

Attachment: 2022.03.28 Ordinance Approving Tax Levy - FINAL (City Attorney: Resolution No. 22-11-R, 22-12-R, and 22-13-R.)

RESOLUTION NO. 22-12-R
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD,
CALIFORNIA, CALLING A SPECIAL ELECTION IN COMMUNITY FACILITIES
DISTRICT NO. 2022-01 (LIVE OAK)

At a regular meeting of the City Council of the City of Hanford, duly called and held on April 5, 2022, at 7:00 p.m., it was moved by Council Member _____, and seconded by Council Member _____, and duly carried that the following resolutions be adopted:

WHEREAS, on April 5, 2022, the City Council of the City of Hanford (“City Council”) adopted Resolution No. 22-11-R (“Resolution of Formation”) ordering the formation of the City’s Community Facilities District No. 2022-01 (Live Oak) (“CFD”), authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311 of the California Government Code (“Act”); and

WHEREAS, pursuant to the Resolution of Formation, the propositions of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors of the CFD as required by the provisions of the Act.

NOW, THEREFORE, the City Council resolves:

Section 1. Issues Submitted. Pursuant to Sections 53326 and 53325.7 of the Act, the issues of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors (defined below) of the CFD at an election called therefor as provided below.

Section 2. Qualified Electors. The Council hereby finds that fewer than twelve (12) persons have been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the public hearing heretofore conducted and concluded by the Council for the purposes of these proceedings. Accordingly, and pursuant to Section 53326 of the Act, the Council finds that, for these proceedings, the qualified electors are the landowners within the CFD and that vote shall be by such landowners or their authorized representatives, each having one (1) vote for each acre or portion thereof such landowner owns in the CFD as of the close of the public hearing.

Section 3. Conduct of Election. The Council hereby calls a special election to consider the measures described in Section 1 above, which election shall be held on April 5, 2022 and the results thereof canvassed at the meeting of the Council on April 5, 2022. The City Clerk is hereby designated as the official to conduct the election and to receive all ballots until 7:00 p.m. on the election date. It is hereby acknowledged that the City Clerk has on file the Resolution of Formation, a certified map of the boundaries of the CFD, and a sufficient description to allow the City Clerk to determine the electors of the CFD. Pursuant to Section 53327 of the Act, the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 of the

California Elections Code; provided however, the City Clerk may conduct the election by alternative means if election formalities are waived by the landowners.

Section 4. Ballot. As authorized by Section 53353.5 of the Act, the two (2) propositions described in Section 1 above shall be combined into a single ballot measure, the form of which is attached hereto as Exhibit “A,” which is incorporated herein by reference, and the form of ballot is hereby approved. The City Clerk is hereby authorized and directed to cause a ballot, in substantially the form of Exhibit “A,” to be delivered to each of the qualified electors of the CFD. Each ballot shall indicate the number of votes to be voted by the respective landowner to which the ballot pertains. Each ballot shall be accompanied by all supplies and written instructions necessary for the use and return of the ballot. The envelope to be used to return the ballot shall be enclosed with the ballot, have the return postage repaid, and contain the following: (a) the name and address of the landowner, (b) a declaration under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature, and address of the voter, (d) the date of signing and place of execution of the declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot and is to be opened only by the canvassing board of the election. Notwithstanding the foregoing, the City Clerk may conduct the election by alternative means if election formalities are waived by the landowners.

Section 5. Waivers. The City Council hereby finds that the provisions of Section 53326 of the Act requiring a minimum of ninety (90) days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of the CFD. There is on file with the City Clerk a written waiver executed by the qualified electors of the CFD allowing for the shortening of time for the special election to expedite the process of formation of the CFD and waiving any requirement for notice, analysis, and arguments in connection with the election. Accordingly, the Council finds and determines that the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act.

Section 6. Accountability. Under Section 50075.1 of the Government Code, the following accountability measures shall apply to the Special Taxes: (a) the Services and the incidental costs thereof, all as described in the Resolution of Formation shall constitute the specific single purpose of the Special Tax; (b) the proceeds of the Special Tax shall be applied only to the specific purposes identified in (a) above; (c) there shall be created a special account(s) or fund(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual report as required by Section 50075.3 of the Government Code.

Section 11. Effectiveness. This Resolution shall take effect immediately upon its adoption.

PASSED, ADOPTED AND APPROVED this 5th day of April, 2022 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Approved _____
KALISH MORROW
MAYOR

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 Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 5th day of April, 2022.

Date: _____

City Clerk

Attachment: 2022.03.28 Resolution Calling Special Election - FINAL (City Attorney: Resolution No. 22-11-R, 22-12-R, and 22-13-R.)

EXHIBIT “A”

**CITY OF HANFORD
COMMUNITY FACILITIES DISTRICT NO. 2022-01 (LIVE OAK)**

OFFICIAL BALLOT

This Ballot is for a special landowner election. You must return this ballot in person or by use of the pre-addressed stamped envelope that accompanied this ballot to the office of the City Clerk of the City of Hanford no later than 7:00 p.m. on April 5, 2022. The City Clerk's office is located at 319 N. Douty, Hanford, CA 93230.

This ballot is for the use by the following owner of land or his/her/their/its authorized representative within City of Hanford Community Facilities District No. 2022-01 (Live Oak).

<u>Landowner Name and Address</u>	<u>Numbers of Acres Owned</u>	<u>Total Votes</u>

To vote, marked a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Hanford and obtain another.

BALLOT MEASURE: Shall the City of Hanford, by and for Community Facilities District No. 2022-01 (Live Oak) ("CFD"), be authorized to: (i) levy special taxes within the CFD to finance the CFD services; and (ii) establish an appropriations limit for the CFD, all as described in the City Council's Resolution of Formation adopted on April 5, 2022?

YES: ☐

NO: ☐

Certification for Special Election Ballot

The undersigned is/are the above-named landowner(s) or the authorized representative(s) of the above-named landowner(s) and is/are legally authorized and entitled to cast this ballot on behalf of the above-named landowner(s).

By execution of this Ballot, the undersigned also confirms the waiver of the time limit pertaining to the conduct of the election and any requirement of notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Sections 53326(a) and 53227(b) of the California Government Code.

I/we declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct, and this declaration is executed on _____, 2022 at _____, California.

Signature

Signature

Printed Name

Printed Name

RESOLUTION NO. 22-13-R
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD,
CALIFORNIA, DECLARING ELECTION RESULTS OF COMMUNITY FACILITIES
DISTRICT NO. 2022-01 (LIVE OAK) AND LEVYING SPECIAL TAX

At a regular meeting of the City Council of the City of Hanford, duly called and held on April 5, 2022, at 7:00 p.m., it was moved by Council Member _____, and seconded by Council Member _____, and duly carried that the following resolutions be adopted:

WHEREAS, on April 5, 2022, the City Council of the City of Hanford (“City Council”) adopted Resolution No. 22-11-R (“Resolution of Formation”) ordering the formation of the City’s Community Facilities District No. 2022-01 (Live Oak) (“CFD”), authorizing the levy of a special tax on the property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (“Act”); and

WHEREAS, under the provisions of the Resolution of Formation, and pursuant to Resolution No. 22-12-R (“Election Resolution”), which called a special election in the CFD, heretofore adopted by the Council, the propositions of the levy of the special tax and the establishment of an appropriations limit were submitted to the qualified electors of the CFD as required by the provisions of the Act; and

WHEREAS, pursuant to the terms of the Election Resolution, which are incorporated herein by reference, the special election has been held and the City Clerk has on file a Canvass and Statement of Results of Election (“Canvass”), a copy of which is attached hereto as Exhibit “A,” which is incorporated herein by reference; and

WHEREAS, the Council has reviewed the Canvass, finds it appropriate and wishes to complete its proceedings of the CFD.

NOW, THEREFORE, the Council resolves:

Section 1. Issues Presented. The issues presented at the special election were the levy of the special tax within the CFD and the approval of an annual appropriations limit of not to exceed One Million, One Hundred Fifty-Three Thousand, Eight Hundred Six Dollars (\$1,153,806.00), all pursuant to the Resolution of Formation.

Section 2. Canvass and Issues Approved. The Council hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the CFD by more than a two-thirds vote cast at the special election.

Section 3. Proceedings Approved. Pursuant to the voter approval, the CFD is hereby declared to be fully formed with the authority to levy the special taxes and to have the established

appropriations limit, all as heretofore provided in these proceedings and in the Act. It is hereby found that all prior proceedings and actions taken by the Council with respect to the CFD were valid and in conformity with the Act.

Section 5. Notice of Tax Lien. The City Clerk is hereby directed to complete, execute, and cause to be record in the office of the County Recorder of the County of Kings a notice of special tax lien in the form required by the Act, such recording to occur no later than fifteen (15) days following adoption of this Resolution.

Section 6. Direction to Add Special Tax to Tax Roll. Concurrent with the Council's adoption of this Resolution, the Council is considering an Ordinance that will: (i) approve the levy of the CFD special tax; (ii) authorize the City's Director of Finance to determine the specific tax rate and amount to be levied for each fiscal year; and (iii) authorize the special tax to be collected in the same manner as ordinary *ad valorem* taxes. Upon the Council's adoption of the Ordinance, the City's Finance Director is authorized and directed to exercise such authority and to submit a copy of this Resolution, the Ordinance, and a certified list of parcels subject to the special tax levy, including the amount of the tax to be levied on each parcel for fiscal year 2022-2023, to the Kings County Auditor for the addition of such tax to the tax roll. It is the Council's intent that the CFD special tax be added to the tax roll and be collected with the ordinary *ad valorem* taxes of every non-exempt property each fiscal year.

PASSED, ADOPTED AND APPROVED this 5th day of April, 2022 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Approved _____

KALISH MORROW
MAYOR

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 Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 5th day of April, 2022.

Date: _____

City Clerk

EXHIBIT “A”

**CERTIFICATE OF CITY CLERK
CANVASS AND STATEMENT OF RESULTS OF ELECTION**

**CITY OF HANFORD
COMMUNITY FACILITIES DISTRICT NO. 2022-01 (LIVE OAK)**

* * * * *

I, Natalie Corral, City Clerk of the City of Hanford ("City") hereby certify:

I have personally received and assembled all ballots eligible to be cast in the special mailed-ballot, landowner election called by the City Council in Resolution of Formation (Resolution No. 22-11-R), adopted April 5, 2022, and in accordance with that Resolution, I hereby declare the election closed.

I personally, in the presence of the City Council, and members of the public and City staff, counted the ballots and certify the result of that count to be as follows:

TOTAL VOTES THAT COULD BE CAST: _____

TOTAL VOTES CAST "YES": _____

TOTAL VOTES CAST "NO": _____

TOTAL VOTES CAST: _____

THE VOTES CAST "YES" EQUAL _____% OF THE TOTAL VOTES CAST.

I make this Certification on April 5, 2022.

NATALIE CORRAL
City Clerk



AGENDA

STAFF REPORT

MEETING DATE:	AGENDA SECTION:
----------------------	------------------------

TO: Mayor and City Council

FROM:

DATE:

SUBJECT:

APPROVED

DEPARTMENT HEAD _____

CITY ATTORNEY _____

CITY MANAGER _____

RECOMMENDATION:

It is recommended that the Council, by motion, approve Resolution No. 22-11-R, 22-12-R, and 22-13-R, and, by motion, waive the first reading of Ordinance 22-04 and pass the Ordinance to a second reading.

Recommended Motion #1: I move to approve Resolution No. 22-11-R.

Recommended Motion #2: I move to approve Resolution No. 22-12-R.

Recommended Motion #3: I move to approve Resolution No. 22-13-R.

Recommended Motion #4: I move that the first reading of Ordinance 22-04 be waived and that the Ordinance be passed to a second reading.

BACKGROUND:

Live Oak is a planned unit development, which is located south of Hume Ave. on each side of 12th Ave., consisting of multiple residential subdivisions located on approximately three hundred sixty-eight (368) acres. Of the three hundred sixty-eight (368) acres, it is expected that two hundred ninety-seven (297) acres will be occupied by residences, which will be subject to the CFD's special tax levy.

The project will include various public improvements, including parks, street lighting, storm drainage facilities, landscaping, and other public improvements (collectively "Public Improvements").

After communication with one of the developers of a portion of the Live Oak project, the City determined that maintenance of the Public Improvements should be funded through a community facilities district ("CFD") rather than a landscape and lighting maintenance district ("LLMD") that exist in other parts of the City. The Mello-Roos Community Facilities District Act of 1982 ("Mello-Roos") allows for the formation of a maintenance district that levies an annual special tax to operate and maintain public facilities. CFDs are similar to LLMDs; however, they allow

for the funding of a broader range of expenses, including maintenance of storm drainage facilities.

The law allows CFDs to provide a wide variety of services. With respect to future CFDs, the Council may choose to have those districts provide additional services (e.g., road maintenance services).

The Council previously approved Resolution 22-05-R, which started the CFD creation process by: (i) establishing April 5, 2022 as the date for a hearing on the CFD's formation; and (ii) directing that a report be prepared for the formation hearing. A copy of the hearing report prepared by DTA is attached. Through Resolution 22-05-R, the Council also approved a proposed rate and method of apportion (RMA) for CFD special taxes. The RMA proposes an initial special tax of up to \$897.00 per dwelling and each final mapped residential parcel and \$3,885 per acre tax for non-residential property. The tax will be adjusted annually by the greater of CPI or 3.5%, with each annual increase capped at 6.0%. Unmapped portions of Live Oak will not be subject to the special tax.

City staff and the City Attorney recommend that, at the conclusion of the public hearing, the Council adopt Resolution 22-11-R, which will approve the following:

- Finding that owners of a majority of the land within the CFD have not protested the CFD's formation.
- List of CFD services.
- Special tax to pay for the CFD's services.
- Establishment of an annual appropriations limit of \$1,153,806.00, which is equal to the maximum special tax that the CFD may levy in its first year.
- Designate the Finance Director as the City official responsible for annually preparing a current roll of special tax levy obligations, estimating special tax levies, and for responding to inquiring regarding special tax levies.
- Addition of the CFD special tax to the tax bills for each developed or mapped property within the CFD. Alternatively, the City may choose to directly bill each landowner for the taxes associated with each owner's property.
- Submission of tax levy and appropriations limit to the owners of land within the CFD for approval.

By approving Resolution 22-12-R, the Council will take the following actions:

- Determine that, under CFD law, the owners of land in the CFD are the qualified electors for purposes of approving the tax levy and appropriations limit.
- Call a special election for April 5.
- Approve a form of ballot.

- Find that the landowners have waived election formalities, which allows the election to occur on April 5.
- Approve the creation of a special account or fund for the CFD tax monies received by the City.

Completed ballots have been returned by owners of land within the CFD and are included with this report. By approving Resolution 22-13-R, the Council will take the following actions regarding the election:

- Find that the more than two-thirds (2/3rds) of the votes cast approve the special tax levy and the \$1,153,806.00 annual appropriations limit.
- Direct the City Clerk to record a Notice of Special Tax Lien (copy attached) against the properties located in the CFD.

Ordinance No. 22-04 will establish the special tax levy approved by the CFD landowners and will authorize the collection of tax payments.

ATTACHMENTS: Resolution No. 22-11-R, 22-12-R, and 22-13-R, Ordinance 22-04, hearing report, completed ballots, Notice of Special Tax Lien.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY OF HANFORD
Attn: City Clerk
319 N. Douty St.
Hanford, CA 93230

NOTICE OF SPECIAL TAX LIEN

CITY OF HANFORD COMMUNITY FACILITIES DISTRICT 2022-01 (LIVE OAK)

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Government Code, the undersigned clerk of the legislative body of the City of Hanford, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of City of Hanford, State of California. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of certain services, as well as to pay the administrative expense of Community Facilities District No. 2022-01 (Live Oak), all as described in the attached Exhibit "A," which is incorporated herein by reference.

The special tax is authorized to be levied within Community Facilities District No. 2022-01 (Live Oak) that has now been officially formed and the lien of the special tax is a continuing lien that shall secure each annual levy of the special tax and that shall continue in force and effect until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is as set forth in the attached Exhibit "B," which is incorporated herein by reference. Conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are as follows: none.

Notice is further given that upon the recording of this notice in the office of the County Recorder, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within Community Facilities District No. 2022-01 (Live Oak) in accordance with Section 3115.5 of the Streets and Highways Code.

The name(s) of the owner(s) and the assessor's tax parcel number(s) of the real property included within this community facilities district and not exempt from the special tax as they appear on the latest secured assessment roll as of the date of recording of this Notice or as otherwise known to the City of Hanford are as set forth in the attached Exhibit "C," which is incorporated herein by reference.

Reference is made to the boundary map of the community facilities district recorded at Book 26 of Maps of Assessment and Community Facilities Districts at Page 99, in the office of the County Recorder for the County of Kings, State of California which map is now the final boundary map of Community Facilities District No. 2022-01 (Live Oak).

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the City of Hanford's Finance Director at 315 N. Douty St., Hanford, CA 93230, telephone number (559) 585-2506.

Dated: _____, 2022

NATALIE CORRAL
City Clerk

Attachment: 2022.03.30 Tax Lien - FINAL (City Attorney: Resolution No. 22-11-R, 22-12-R, and 22-13-R.)

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 KINGS)

On _____, 2022, before me, _____, Notary Public, personally appeared NATALIE CORRAL, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her authorized capacity, and that by her signature on the instrument the persons, or the entity upon behalf of which the person 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.

(SEAL)

NOTARY PUBLIC

EXHIBIT “A”

Services Financed by CFD Special Tax

* * * * *

Community Facilities District No. 2022-01 (Live Oak) (“CFD”) will finance, in whole or in part, the direct and indirect costs of the following services (“services” shall have the meaning given to that term in the Mello-Roos Community Facilities Act of 1982), including all related administrative costs and expenses, and reserves for the replacement of improvements, facilities, and equipment.

Parks

Maintenance, including servicing, repair, improvement, replacement, and removal of parks and park amenities, including, without limitation, landscaping, buildings, sports fields, sports courts, playground equipment, play courts, play structures, picnic tables, lighting, drinking fountains, restrooms, barbeques, and other park improvements and amenities within the CFD’s boundaries. Maintenance also includes, without limitation, cleaning and removal of graffiti and payment of electric, water, and other utility costs.

Street Lighting

Maintenance, including, without limitation, servicing, repair, improvement, replacement, and removal of street light improvements, including, without limitation, poles, fixtures, conduits, equipment, guys, anchors, posts, pedestals, and metering devices, within the CFD’s boundaries. Maintenance also includes cleaning and removal of graffiti and payment of electric, water, and other utility costs.

Stormwater Facilities

Maintenance, including, without limitation, servicing, repair, improvement, replacement, and removal of stormwater drainage facilities within the CFD’s boundaries (includes, without limitation, field inspections, record keeping, cost of permits, and regulatory fees, environmental mitigation monitoring, reporting, vegetation management and weed abatement, and removal of silt, sediment, trash, and debris). Maintenance also includes cleaning and removal of graffiti and payment of electric, water, and other utility costs.

Landscaping and Other Public Improvements

Maintenance, including servicing, repair, improvement, replacement, and removal of parkways, landscape setbacks, landscaped areas, landscaped roadway medians, open space, publicly owned masonry walls, fences, monuments, and features, trails, walking and bicycle paths, etc. Maintenance also includes, without limitation, cleaning and removal of graffiti and payment of electric, water, and other utility costs.

Attachment: 2022.03.30 Tax Lien - FINAL (City Attorney: Resolution No. 22-11-R, 22-12-R, and 22-13-R.)

Additional Costs and Expenses

In addition, the following costs will also be financed by the special taxes levied within the CFD and will be allocated to each improvement described above based upon their pro rata share of needed administrative costs, operating reserves, and capital reserves, and actual or estimated delinquencies:

1. Administrative expenses, including, without limitation, the costs incurred to determine, levy, and collect and enforce the special taxes, compensation of City of Hanford employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting special tax installments on general tax rolls, preparation of required reports, and all other costs incurred in the administration and operation of the CFD by the City of Hanford;
2. Any amounts needed for CFD operating reserves and capital reserves;
3. Amounts deposited into a sinking fund for services that could not otherwise be funded in any given fiscal year; and
4. Any amounts needed to cure actual and estimated delinquencies in special taxes for the future, current, and previous fiscal years.

EXHIBIT “B”

**RATE AND METHOD OF APPORTIONMENT
CITY OF HANFORD
COMMUNITY FACILITIES DISTRICT NO. 2022-01
(LIVE OAK)**

A Special Tax, as hereinafter defined, shall be levied on all Assessor's Parcels in City of Hanford Community Facilities District No. 2022-01 (Live Oak) ("CFD No. 2022-01") and collected each Fiscal Year commencing in Fiscal Year 2022-2023, in an amount determined by the Council, through the application of the Rate and Method of Apportionment as described below. All of the real property in CFD No. 2022-01, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, parcel map, condominium plan, or other recorded parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the actual or reasonably estimated costs directly or indirectly related to the administration of CFD No. 2022-01, including, without limitation: the costs of computing the Special Taxes and preparing the Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2022-01 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-01 for any other administrative purposes of CFD No. 2022-01, including, without limitation, attorney's fees and other costs related to commencing and pursuing to completion any foreclosure, or otherwise addressing the disposition of delinquent Special Taxes.

"Assessor's Parcel" means any real property to which an Assessor's Parcel Number is assigned as shown on an Assessor's Parcel Map.

"Assessor's Parcel Map" means an official map of the County Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means that number assigned to an Assessor's Parcel by the County for purposes of identification.

"Authorized Services" means the CFD Services, services associated with the Administrative Expenses, and services paid by the Reserve Fund.

"Benefitted Property" means developments commonly known as Greenbrier Gardens and Live Oak North, which are part of the City of Hanford Landscaping and Lighting Assessment District No. 07-02 and are conditioned to send stormwater to the Lone Oak Slough Basin located on the CFD.

"Benefitted Property Contribution" means an equitable contribution from Benefitted Property

for utilizing the Lone Oak Slough Basin located on the CFD, if any. Benefitted Property Contribution is separate and distinct from payments made by Benefitted Property in accordance with any oversizing and recapture agreement entered by and between the Benefitted Property and the City.

“Boundary Map” means a recorded map(s) which indicates the boundaries of CFD No. 2022-01.

“Building Permit” means the first legal document issued by the City giving official permission for the construction of a building on an Assessor’s Parcel. For purposes of this definition and application of the Special Tax, “Building Permit” may or may not include any subsequent building permits issued or changed after the first issuance, as determined by the CFD Administrator.

“Build-out” means the Fiscal Year in which all Assessor’s Parcels of Taxable Property within CFD No. 2022-01 are classified as Developed Property.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“CFD Formation” means the date on which the Council approved documents to form CFD No. 2022-01.

“CFD No. 2022-01” means the City of Hanford Community Facilities District No. 2022-01 (Live Oak).

“CFD Services” means those services eligible to be funded, as defined in the Resolution of Formation and authorized to be financed by CFD No. 2022-01 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2022-01 shall finance CFD Services only to the extent that they are in addition to those provided in the territory before the CFD was created and such CFD Services may not supplant services already available within CFD No. 2022-01 when the CFD was created.

“City” means the City of Hanford.

“Consumer Price Index” means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the San Francisco-Oakland-Hayward, CA Area, measured as of the month of December in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the San Francisco-Oakland-Hayward, CA Area.

“Council” means the Hanford City Council.

“County” means the County of Kings.

“Developed Property” means, for each Fiscal Year, all Taxable Property located within a Final Map that was recorded as of January 1 of the prior Fiscal Year, for which a Building Permit was issued prior to May 1 of the prior Fiscal Year.

“Dwelling Unit” means one residential unit of any configuration, including, but not limited to, a single-family attached or detached dwelling, condominium, mobile home, or otherwise.

“Exempt Welfare Exemption Property” means, for each Fiscal Year, an Assessor’s Parcel that is (a) receiving a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the County’s assessor’s roll finalized as of January 1 of the previous Fiscal Year, and (b) exempt from the Special Tax pursuant to Section

53340(c) of the Act.

“Final Map” means (i) a final map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots or parcels for which Building Permits may be issued without further subdivision, or (ii) for condominiums, a final map approved by the City and a condominium plan recorded pursuant to California Civil Code Section 4285 creating such individual lots or parcels.

“Final Mapped Property” means all Assessor’s Parcels of Taxable Property: (i) that are included in a Final Map recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied; and (ii) for which a Building Permit has not been issued on or before May 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Land Use Class” means any of the categories listed in Table 1 below.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor’s Parcel.

“Non-Residential Property” means all Assessor’s Parcels of Taxable Property for which a Building Permit(s) was issued for a non-residential use. The CFD Administrator shall make the determination if an Assessor’s Parcel is Non-Residential Property.

“Property Owner Association” means, collectively, any property owner association or homeowners association, including any master or sub-association, created for any property in CFD No. 2022-01.

“Property Owner Association Property” means, for each Fiscal Year, any property within the boundaries of CFD No. 2022-01 that was owned by a Property Owner Association, as of January 1 of the prior Fiscal Year.

“Proportionately” means, for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property. For Final Mapped Property, “Proportionately” means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor’s Parcels of Final Mapped Property.

“Public Property” means, for each Fiscal Year, any property within CFD No. 2022-01 that is owned by, irrevocably offered for dedication to, or dedicated to the federal government, the State, the City, or any other public agency as of June 30 of the prior Fiscal Year; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use. To ensure that property is classified as Public Property in the first Fiscal Year after it is acquired by, irrevocably offered for dedication to, or dedicated to a public agency, the property owner shall notify the CFD Administrator in writing of such acquisition, offer, or dedication not later than June 30 of the Fiscal Year in which the acquisition, offer, or dedication occurred.

“Rate and Method of Apportionment” means this Rate and Method of Apportionment of Special Taxes, City of Hanford, Community Facilities District No. 2022-01 (Live Oak).

“Reserve Fund” means a reserve fund to be used for one-time setup costs, capital replacement, and unexpected CFD Services costs.

“Reserve Fund Replenishment” means that amount to restore the Reserve Fund to a desired balance, as determined by the CFD Administrator. Notwithstanding the foregoing, the Reserve

Fund Replenishment shall not exceed 20% of the CFD Services costs for such Fiscal Year.

"Residential Property" means Assessor's Parcels of Taxable Property for which a Building Permit has been issued for purposes of constructing one or more Dwelling Units.

"Resolution of Formation" means the resolution adopted by the Council pursuant to Section 53325.1 of the Act, establishing CFD No. 2022-01.

"Special Tax" means a special tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means that amount to pay for Authorized Services and Reserve Fund Replenishment, less Benefitted Property Contribution and a credit for funds available to reduce the Special Tax levy, if any, as determined by the CFD Administrator. The City is under no obligation to pursue any Benefitted Property Contribution and makes no commitments that Benefitted Property Contribution will be collected in the future. Notwithstanding the forgoing, the Special Tax Requirement shall not exceed the Maximum Special Tax in any given Fiscal Year.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2022-01 which are not exempt from the Special Tax pursuant to law or Section E below.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property, Final Mapped Property, Public Property, or Property Owner's Association Property.

B ASSIGNMENT TO LAND USE CLASSES

Each Fiscal Year, beginning with Fiscal Year 2022-2023, each Assessor's Parcel of Taxable Property shall be classified as Developed Property, Final Mapped Property, Undeveloped Property, Public Property and/or Property Owner's Association Property.

Assessor's Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property.

C MAXIMUM SPECIAL TAX

C.1 Developed Property

C.1.a Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2022-2023 for Developed Property is shown below in Table 1.

Table 1: Maximum Special Taxes for Developed Property

Land Use Class	Description	Fiscal Year 2022-2023 Maximum Special Tax
1	Residential Property	\$897 Per Dwelling Unit
2	Non-Residential Property	\$3,885 Per Acre

C.1.b Multiple Land Use Classes

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for all Land Use Classes located on the Assessor's Parcel. The CFD

Administrator's allocation to each Land Use Class shall be final.

C.1.c Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2023, the Maximum Special Tax for Developed Property shall be increased annually by the greater of the change in the Consumer Price Index during the 12 months prior to December of the previous Fiscal Year and three and fifty hundredth percent (3.50%), not to exceed six percent (6.00%).

C.2 Final Mapped Property

The Fiscal Year 2022-2023 Maximum Special Tax for each Assessor's Parcel of Final Mapped Property shall be \$897 per Dwelling Unit, multiplied by the number of Dwelling Units anticipated to be constructed thereon, and shall increase annually thereafter, commencing on July 1, 2023 and on July 1 of each Fiscal Year thereafter, by the greater of the change in the Consumer Price Index during the 12 months prior to December of the previous Fiscal Year and three and fifty hundredth percent (3.50%), not to exceed six percent (6.00%).

C.3 Undeveloped Property

The Special Tax shall not be levied on any Undeveloped Property.

D APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the City shall levy the Special Tax as follows:

First: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax; and

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property at up to 100% of the applicable Maximum Special Tax.

E PREPAYMENT

No prepayments of the Special Tax are permitted.

F EXEMPTIONS

No Special Tax shall be levied on (i) Assessor's Parcels which are Public Property, Property Owner Association Property, or Exempt Welfare Exemption Property; (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization; (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iv) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses; or (v) Assessor's Parcels restricted to other types of public uses determined by the CFD Administrator.

G APPEALS AND INTERPRETATIONS

Any taxpayer may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property

and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 3 business days in which to appeal to the City by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination. The appeal procedures identified in Hanford Municipal Code Section 5.04.260, which is incorporated herein by reference, shall, to the maximum extent feasible, apply to appeals of the CFD Administrator's determinations.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

H MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2022-01 may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

I TERM OF SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to meet the Special Tax Requirement, unless no longer required to pay for Authorized Services as determined at the discretion of the Council.

Attachment: 2022.03.30 Tax Lien - FINAL (City Attorney: Resolution No. 22-11-R, 22-12-R, and 22-13-R.)

EXHIBIT “C”

<u>OWNER</u>	<u>APN</u>
PRESIDRIO JJR HIDDEN OAKS 104, LLC	011-570-001 011-570-023 011-570-002 011-570-024 011-570-003 011-570-025 011-570-004 011-570-026 011-570-005 011-570-027 011-570-006 011-570-028 011-570-007 011-570-029 011-570-008 011-570-030 011-570-009 011-570-032 011-570-010 011-570-033 011-570-011 011-570-034 011-570-016 011-570-035 011-570-017 011-570-036 011-570-018 011-570-037 011-570-019 011-570-038 011-570-020 011-570-039 011-570-021 011-570-040 011-570-022
PRESIDIO JJR STERLING OAKS, 104, LLC	011-580-001 011-580-021 011-580-041 011-580-002 011-580-022 011-580-042 011-580-003 011-580-023 011-580-043 011-580-004 011-580-024 011-580-044 011-580-005 011-580-025 011-580-045 011-580-006 011-580-026 011-580-046 011-580-007 011-580-027 011-580-047 011-580-008 011-580-028 011-580-048 011-580-009 011-580-029 011-580-049 011-580-010 011-580-030 011-580-050 011-580-011 011-580-031 011-580-051 011-580-012 011-580-032 011-580-052 011-580-013 011-580-033 011-580-053 011-580-014 011-580-034 011-580-054 011-580-015 011-580-035 011-580-055 011-580-016 011-580-036 011-580-056 011-580-017 011-580-037 011-580-057 011-580-018 011-580-038 011-580-058 011-580-019 011-580-039 011-580-059 011-580-020 011-580-040 011-580-060 011-580-061
PRESIDIO JJR HIDDEN OAKS 014, LLC AND PRESIDIO JJR STERLING OAKS 104, LLC	011-110-049
IMPLACABLE PROPERTIES	011-110-016 011-110-022 PTN

	011-110-029 PTN 011-110-030 PTN
FOREBAY FARMS, LLC	011-040-017 011-040-018 001-040-019 001-040-020
LYNETTE MORAN	011-570-012
CYNTHIA & PEDRO FIGUEROA	011-570-013
BLANCA ELENA REVELES	011-570-014
ERIK BARBA	011-570-015
COREY LEE THOMAS PRUITT	
MARISELA ESCARENO	
ROVAUGHN J. BOSWELL	



COMMUNITY FACILITIES DISTRICT REPORT

CITY OF HANFORD

COMMUNITY FACILITIES DISTRICT NO. 2022-
(LIVE OAK)

Report Date: April 5, 2022

Public Finance
Public-Private Partnerships
Development Economics
Clean Energy Bonds

*Newport Beach / San Jose / San Francisco / Riverside
Dallas / Houston / Raleigh*

CITY OF HANFORD



CITY OF
HANFORD

COMMUNITY FACILITIES DISTRICT REPORT

Community Facilities District No. 2022-01

(Live Oak)

Prepared for:

City of Hanford

North Douty Street

Hanford, CA 93230

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INTRODUCTION

INTRODUCTION

WHEREAS, the City Council of the City of Hanford (hereinafter referred to as the "City Council") did, pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (hereinafter referred to as the "Act"), and specifically Section 53321.5 thereof, expressly order the filing of a written "Report" with the legislative body of the proposed Community Facilities District ("CFD"). This CFD being City of Hanford Community Facilities District No. 2022-01 (Live Oak) shall hereinafter be referred to as "CFD No. 2022-01"; and

WHEREAS, A Resolution of the City Council Declaring Intention to Establish Proposed Community Facilities District No. 2022-01 (City Council) of City of Hanford (hereinafter referred to as "Resolution of Intention") did direct that said Report generally contain the following:

1. A brief description of the services that will be required to adequately meet the needs of CFD No. 2022-01;
2. An estimate of the fair and reasonable cost of providing those services; and
3. Any incidental expenses to be incurred in connection therewith.

NOW, THEREFORE, DTA (formerly David Taussig & Associates) does hereby submit this Report.



SECTION I PROJECT DESCRIPTION

I PROJECT DESCRIPTION

CFD No. 2022-01 encompasses approximately 367.71 gross acres of land located in the southwest portion of the City of Hanford (the "City"), County of Kings, commonly known as "Live Oak." The CFD is bisected by 12th Avenue and immediately bounded on the north by Hume Avenue and on the south by Houston Avenue. Of this acreage, approximately 297 acres are expected to be developed into uses subject to a special tax levy. At build-out, the property within CFD No. 2022-01 is anticipated to consist of 1,286 residential units.

SECTION II

DESCRIPTION AND ESTIMATED COSTS OF PROPOSED SERVICES AND INCIDENTAL EXPENSES

II DESCRIPTION AND ESTIMATED COSTS OF PROPOSED SERVICES AND INCIDENTAL EXPENSES

A Description of Proposed Public Services

A community facilities district may provide for financing of certain public services which are necessary to meet increased demands placed upon local agencies as a result of development or rehabilitation occurring within the community facilities district. Below is the description of public services authorized by CFD No. 2022-01:

- Park maintenance, including servicing, repair, improvement, replacement, and removal of parks and park amenities, including, without limitation, landscaping, buildings, sports fields, sports courts, playground equipment, play courts, play structures, picnic tables, lighting, drinking fountains, restrooms, and barbeques within the CFD's boundaries. Maintenance also includes cleaning and removal of graffiti and payment of electric, water, and other utility cost.
- Street Light maintenance, including servicing, repair, improvement, replacement and removal of street light improvements, including, without limitation, poles, fixtures, conduits, equipment, guys, anchors, posts, pedestals, and metering devices, within the CFD's boundaries. Maintenance also includes cleaning and removal of graffiti and payment of electric, water, and other utility costs.
- Stormwater facilities maintenance, including, without limitation, servicing, repair, improvement, replacement, and removal of stormwater basin facilities within the CFD's boundaries (includes field inspections, record keeping, cost of permits, and regulatory fees, environmental mitigation monitoring, reporting, vegetation management and weed abatement, and removal of silt, sediment, trash, and debris). Maintenance also includes cleaning and removal of graffiti and payment of electric, water, and other utility costs.
- Landscape maintenance, including servicing, repair, improvement, replacement, and removal of parkways, landscape setbacks, landscaped roadway medians, open space, publicly owned masonry walls, fences, monuments, and features, trails, bicycle paths, etc. Maintenance also includes cleaning and removal of graffiti and payment of electric, water, and other utility costs.

CFD No. 2022-01 shall only finance the above listed services only to the extent that they are in addition to existing public services provided within the boundaries of CFD No. 2022-01 before creation of said CFD and such authorized services may not supplant services already available within CFD No. 2022-01 at creation of said CFD. The Special Taxes¹ required to finance the related annual costs of those public services will be apportioned as described in the Rate and Method of Apportionment of the Special Tax (the "RMA") for CFD No. 2022-01.

¹ Any capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Rate and Method of Apportionment of the Special Tax.



SECTION II DESCRIPTION AND ESTIMATED COSTS OF PROPOSED SERVICES AND INCIDENTAL EXPENSES

B Estimated Costs of Proposed Public Services

CFD No. 2022-01 is expected to finance the annual costs to provide the services described in Section II.A. The Special Taxes within CFD No. 2022-01 will be established pursuant to pay for the Authorized Services at \$897 per Dwelling Unit of Residential Property and \$3,885 per Acre of Non-Residential Property per year. Commencing on July 1, 2023, this amount shall be increased based on the percentage change in the Consumer Price Index, with a maximum annual increase of six percent (6%) and a minimum annual increase of three and fifty hundredth percent (3.5%) per Fiscal Year.

C Incidental Expenses to be Included in the Annual Levy of Special Taxes

Pursuant to Section 53340 of the Act, the proceeds of any special tax may only be used to pay, in whole or part, the cost of providing public facilities, services and incidental expenses. As defined by the Act, incidental expenses include, but are not limited to, the cost of determination of the amount of taxes, collection of taxes, payment of taxes, and amounts needed for operating reserves and capital reserves authorized by the CFD. While the actual cost of administering CFD No. 2022-01 may vary, it is anticipated that the amount of special taxes that can be collected from CFD No. 2022-01 will be sufficient to fund at least \$35,000 in annual administrative expenses.

SECTION III RATE AND METHOD OF APPORTIONMENT OF THE SPECIAL TAX

III RATE AND METHOD OF APPORTIONMENT OF THE SPECIAL TAX

All of the property located within CFD No. 2022-01, unless exempted by law or by the RMA, shall be taxed for the purpose of providing necessary services to serve the CFD. Pursuant to Section 53325.3 of the Act, the tax imposed "is a special tax and not a special assessment, and there is no requirement that the tax be apportioned on the basis of benefit to any property." The special tax "may be based on benefit received by parcels of real property, the cost of making facilities or authorized services available to each parcel, or other reasonable basis as determined by the legislative body," although the special tax may not be apportioned on an *ad valorem* basis pursuant to Article XIII A of the California Constitution.

The RMA for CFD No. 2022-01 set forth in the Resolution of Intention is included in Appendix A and provides information sufficient to allow an owner of property within the CFD to estimate the maximum annual special tax that may be levied on such property. Sections A through D, below, provide additional information on the RMA. Any capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the RMA.

A Explanation for Special Tax Apportionment

When a community facilities district is formed, a special tax may be levied on each parcel of taxable property within the community facilities district to pay for authorized services and other related expenses incurred by said community facilities district. This special tax must be apportioned in a reasonable manner. However, the special tax may not be apportioned on an *ad valorem* basis.

Based on the types of public services that are proposed for CFD No. 2022-01 and the factors described above, the Special Taxes assigned to Developed Properties are generally proportionate to the relative benefits received by them, which are assumed to be approximately equal for each Dwelling Unit, and accordingly, the Special Taxes in CFD No. 2022-01 can be considered fair and reasonable.

B Maximum Special Tax Rates

The Maximum Special Tax rates that may be levied against Developed Property in CFD No. 2022-01 are listed in Table 1 below. In addition, the Maximum Special Tax for Final Mapped Property shall be \$3,885 per Acre. Each year the Special Tax shall be levied subject to the methodology and Maximum Special Taxes set forth in the RMA in an amount sufficient to meet the Special Tax Requirement.

Table 1: Maximum Special Taxes for Developed Property

Land Use Class	Description	Fiscal Year 2022-2023 Maximum Special Tax
1	Residential Property	\$897 Per Dwelling Unit
2	Non-Residential Property	\$3,885 Per Acre



SECTION III RATE AND METHOD OF APPORTIONMENT OF THE SPECIAL TAX

C Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2023, the Maximum Special Tax for Developed Property and Final Mapped Property shall be increased annually by the greater of the change in the Consumer Price Index during the 12 months prior to December of the previous Fiscal Year and three and fifty hundredth percent (3.50%), not to exceed six percent (6.00%).

D Accuracy of Information

In order to establish the Special Taxes for CFD No. 2022-01 as set forth in the RMA, DTA has relied on information, including absorption, land use types, and net taxable acreage, which were provided to DTA by others. DTA has not independently verified such data and disclaims responsibility for the impact of inaccurate data provided by others, if any, on the RMA for CFD No. 2022-01, including the inability to meet the financial obligations of CFD No. 2022-01.



SECTION V BOUNDARIES OF THE CFD

IV BOUNDARIES OF THE CFD

The boundaries of CFD No. 2022-01 include all land on which the Special Taxes may be levied. The recorded map of the area included within CFD No. 2022-01 is provided as Appendix B.

SECTION VI GENERAL TERMS AND CONDITIONS

V GENERAL TERMS AND CONDITIONS

A Substitution of Facilities and Services

The descriptions of the facilities and services, as set forth herein, are general in their nature. The City will determine the final nature, location, and costs of facilities and services upon the preparation of final plans and specifications. The final plans may show substitutes, in lieu of modifications to the proposed work in order to accomplish the work of improvement, and any such substitution shall not be a change or modification in the proceedings as long as the facilities and services provide a service substantially similar to that as set forth in this Report.

B Appeals and Interpretations

Any property owner who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to CFD No. 2022-01, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 3 business days in which to appeal to the City Council by filing a written notice of appeal with the clerk of the City Council, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination. The appeal procedures identified in Hanford Municipal Code Section 5.04.260, which is incorporated herein by reference, shall, to the maximum extent feasible, apply to appeals of the CFD Administrator's determinations.

Interpretations may be made by the City Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in the RMA.

C Prepayment of Special Tax

No prepayments of the Special Tax are permitted.

APPENDIX A

City of Hanford
Community Facilities District Report
Community Facilities District No. 2022-01
(Live Oak)



RMA

APPENDIX B

City of Hanford
Community Facilities District Report
Community Facilities District No. 2022-01
(Live Oak)



BOUNDARY MAP



www.FinanceDTA.com

5000 BIRCH STREET, SUITE 3000
NEWPORT BEACH, CA 92660
PHONE (800) 969-4DTA

Public Finance
Public-Private Partnerships
Development Economics
Clean Energy Bonds



AGENDA STAFF REPORT

MEETING DATE: 4/5/2022	AGENDA SECTION: C
-------------------------------	--------------------------

SUBJECT:

Community Development: Adoption of Resolution 22-15-R setting April 19, 2022, as the date for a public hearing on Roadway Abandonment No. 2021-01, a request by CM Construction Services to abandon approximately 7,994 square feet of right-of-way, an alley ("China Alley", portion) to allow a parking lot and landscaping for the future Kings Area Regional Transit (KART) facility.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 22-15-R setting April 19, 2022 as the date for public hearing for Roadway Abandonment No. 2021-01 and declaring the intention of the City Council to abandon approximately 7,994 square feet of right-of-way, an alley ("China Alley", portion) located south of East Eighth Street between North Harris and North Brown Streets as shown on Attachment 1.

BACKGROUND:

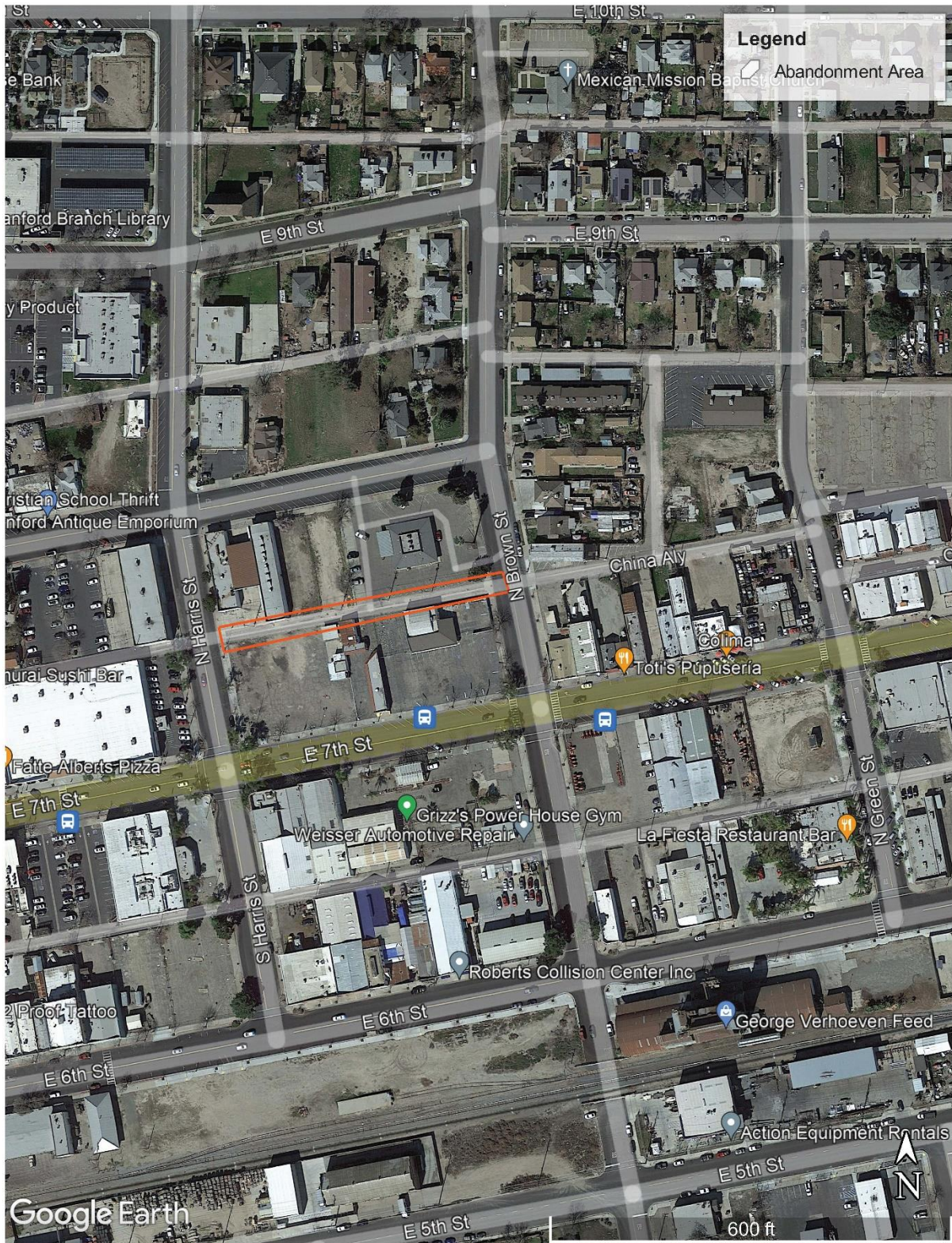
On March 22, 2022, the Hanford Planning Commission reviewed the proposal of abandonment for conformity with the City General Plan and a finding of ambiguity clarification pertaining to the land use and zoning on the abandoned property. The Planning Commission approved Resolution No. 2022-05 in accordance with State of California Government Code 65402 and found the proposed abandonment in conformance with the General Plan.

FISCAL IMPACT:

ATTACHMENTS:

Attachment 1 - RA 2021-01
 RA 2021-01 Resolution 22-15-R
 Exhibit A - Legal Description and Map

ATTACHMENT 1



Attachment: Attachment 1 - RA 2021-01 (Road Abandonment 2021-01 (KART))

RESOLUTION NO. 22-15-R**PUBLIC NOTICE PERTAINING TO PUBLIC HEARING TO DECLARE THE INTENTION OF THE CITY COUNCIL TO ABANDON APPROXIMATELY 7,994 SQUARE FEET OF RIGHT OF WAY, AN ALLEY (“CHINA ALLEY”) LOCATED SOUTH OF EAST EIGHTH STREET BETWEEN NORTH HARRIS AND NORTH BROWN STREETS.**

NOTICE IS HEREBY GIVEN that on April 5, 2022, the City Council of the City of Hanford declares its intention to abandon approximately 7,994 square feet of right-of-way, an alley (“China Alley,” portion) located south of East Eighth Street between North Harris and North Brown Streets, which is described as depicted in Exhibit A.

Roadway Abandonment No. 2021-01 is set for public hearing before the Hanford City Council on Tuesday, April 19, 2022 at 7:00 pm or thereafter in the City Council Chambers located in the Civic Auditorium at 400 N. Douty Street in Hanford, California, at which time and place any person interested in or objecting to the proposed abandonment may appear and be heard.

As per the California Environmental Quality Act (CEQA) Guidelines Section 15305(a) the project is categorically exempt, and a Notice of Exemption was prepared.

All interested persons may appear to present testimony at the hearings. If you challenge any action or decision by the Hanford City Council regarding the subject of the public hearing 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 Hanford City Council at, or prior to, the public hearing.

Council Members

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED

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 resolution was duly passed at a regular meeting of the City Council of the City of Hanford on the 5th of April.

Dated: _____

Natalie Corral
City Clerk

Attachment: RA 2021-01 Resolution 22-15-R (Road Abandonment 2021-01 (KART))

EXHIBIT 'A'**City of Hanford Block 133 Alley Abandonment**

Lane Engineers, Inc. Job No. 21306

November 11, 2021

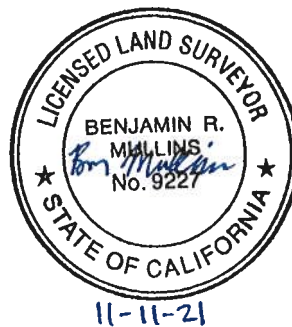
LEGAL DESCRIPTION:

All of the 20.00 foot wide alley, in Block 133 of the City of Hanford according to the Official Map thereof recorded in Volume 1, at Page 35 of Maps, Tulare County Records, situated in the North half of Section 36, Township 18 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California.

Reserving therefrom a Nonexclusive Public Utility Easement.

CONTAINING 7,994 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT 'B' ATTACHED HERETO.

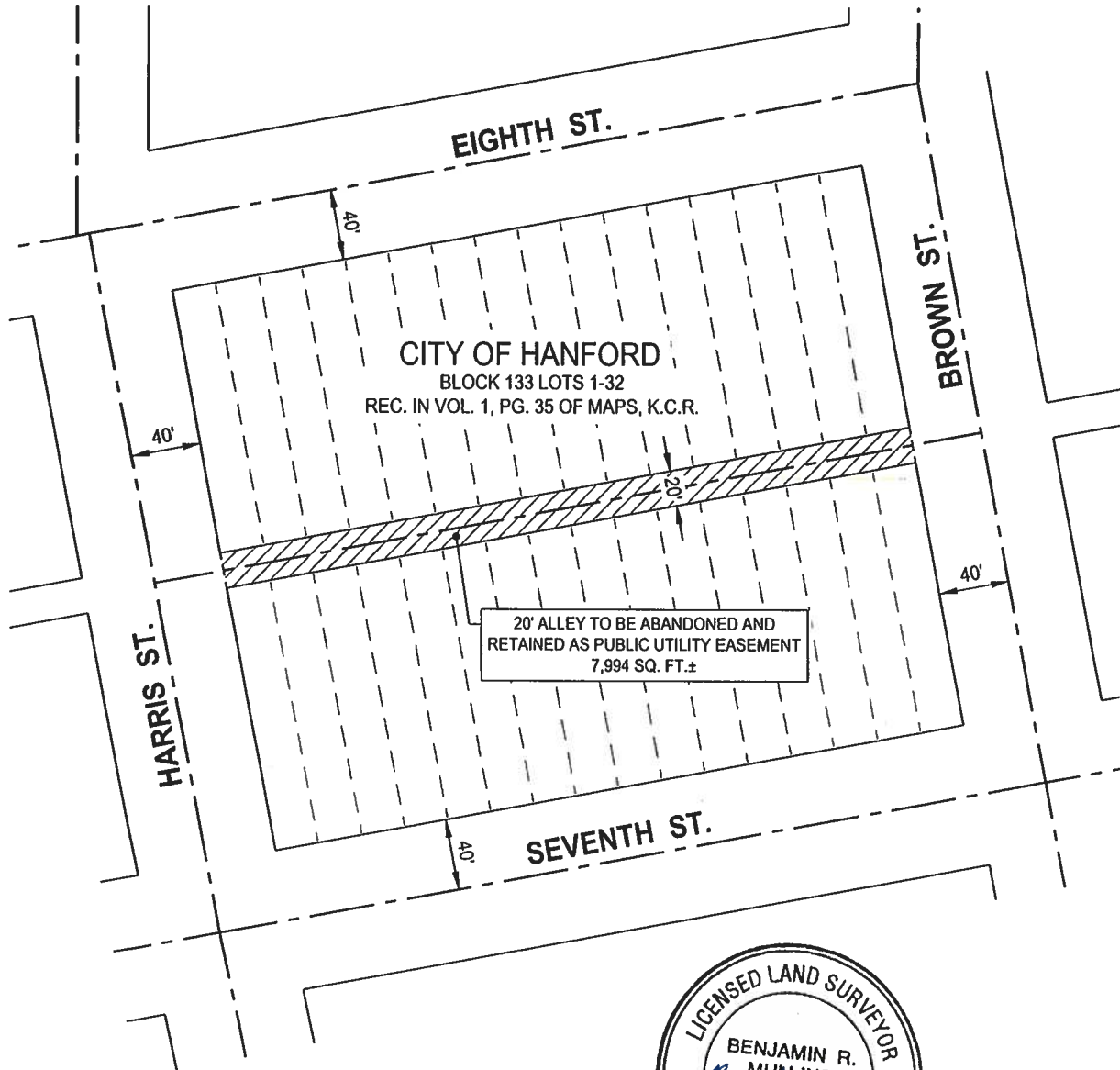


Attachment: Exhibit A - Legal Description and Map (Road Abandonment 2021-01 (KART))

EXHIBIT B

SCALE: 1" = 100'

CITY OF HANFORD BLOCK 133 ALLEY ABANDONMENT



11-11-21

Attachment: Exhibit A - Legal Description and Map (Road Abandonment 2021-01 (KART))



AGENDA STAFF REPORT

MEETING DATE: 4/5/2022	AGENDA SECTION: D
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SUBJECT:

Community Development: Adoption of Resolution 22-16-R setting April 19, 2022, as the date for a public hearing on Roadway Abandonment No. 2022-01, the City of Hanford to abandon approximately 2,252 square feet of right-of-way, an alley ("Civic Center", portion) to allow a secured parking lot and storage for police vehicles.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 22-16-R setting April 19, 2022 as the date for public hearing for Roadway Abandonment No. 2022-01 and declaring the intention of the City Council to abandon approximately 2,252 square feet of right-of-way, an alley ("Civic Center", portion) located south of Center Street between North Irwin and North Douty Streets as shown in Attachment 1.

BACKGROUND:

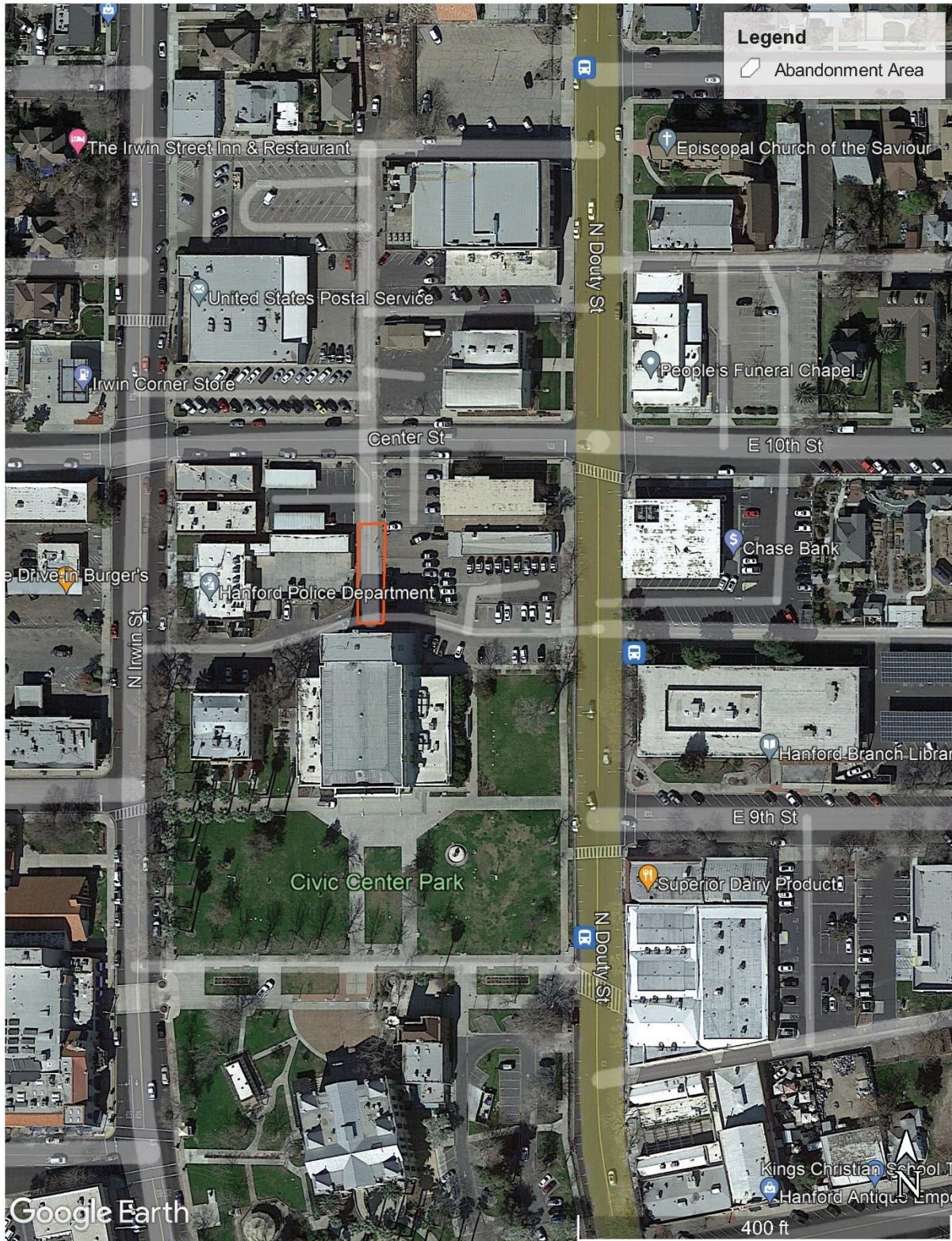
On March 22, 2022, the Hanford Planning Commission reviewed the proposal of abandonment for conformity with the City General Plan and a finding of ambiguity clarification pertaining to the land use and zoning on the abandoned property. The Planning Commission approved Resolution No. 2022-06 in accordance with State of California Government Code 65402 and found the proposed abandonment in conformance with the General Plan.

FISCAL IMPACT:

ATTACHMENTS:

Attachment 1 – Abandonment Area
Resolution No. 22-16-R
Exhibit A – Legal Description and Map

ATTACHMENT 1



Attachment: Attachment 1 – Abandonment Area (Road Abandonment 2022-01 Police Dept)

RESOLUTION NO. 22-16-R**PUBLIC NOTICE PERTAINING TO PUBLIC HEARING TO DECLARE THE INTENTION OF THE CITY COUNCIL TO ABANDON APPROXIMATELY 2,252 SQUARE FEET OF RIGHT OF WAY, AN ALLEY (“CIVIC CENTER”) LOCATED SOUTH OF CENTER STREET BETWEEN NORTH IRWIN AND NORTH DOUTY STREETS.**

NOTICE IS HEREBY GIVEN that on April 5, 2022, the City Council of the City of Hanford declares its intention to abandon approximately 2,252 square feet of right-of-way, an alley (“Civic Center.” portion) located south of Center Street between North Irwin and North Douty Streets, which is described as depicted in Exhibit A

Roadway Abandonment No. 2022-01 is set for public hearing before the Hanford City Council on Tuesday, April 22, 2022, at 7:00 pm or thereafter in the City Council Chambers located in the Civic Auditorium at 400 N. Douty Street in Hanford, California, at which time and place any person interested in or objecting to the proposed abandonment may appear and be heard.

As per the California Environmental Quality Act (CEQA) Guidelines Section 15305(a) the project is categorically exempt, and a Notice of Exemption was prepared.

All interested persons may appear to present testimony at the hearings. If you challenge any action or decision by the Hanford City Council regarding the subject of the public hearing 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 Hanford City Council at, or prior to, the public hearing.

Council Members

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED

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 resolution was duly passed at a regular meeting of the City Council of the City of Hanford on the 5th of April.

Dated: _____

Natalie Correa
City Clerk

Attachment: Resolution No. 22-16-R (Road Abandonment 2022-01 Police Dept)

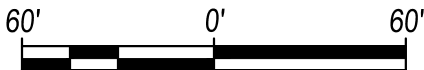
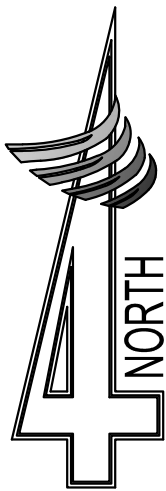
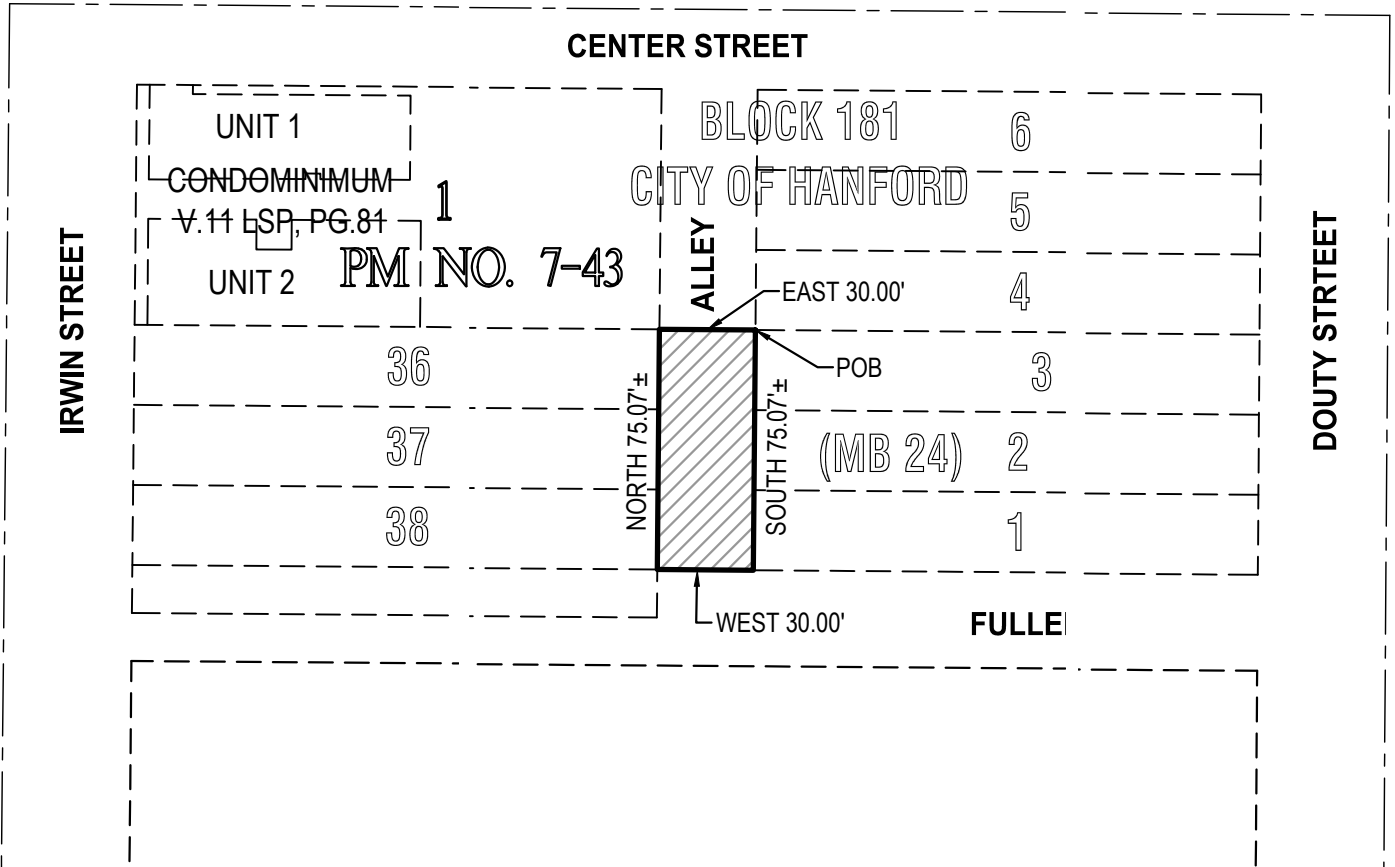
EXHIBIT A**ALLEY ABANDONMENT & PUBLIC UTILITY EASEMENT**

That portion of the Alley located in Block 181 of the City of Hanford as shown in Mapbook at Page 24, of Kings County Records, located in Section 25, Township 18 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, described as follows:

Beginning at the Northwest corner of Lot 3 of said Block 181;
 Thence South along the East Right of Way line of said Alley and it's southerly projection, 75.07 feet more or less, to the South Right of Way line of Fuller Way;
 Thence West along said South Right of Way line, 30.00 feet more or less, to the southerly projection of the West right of way line of said Alley;
 Thence North along said southerly projection and West Right of Way line of the Alley, 75.07 feet more or less, to the Northeast corner of Lot 36 of said Block 181;
 Thence East, 30.00 feet more or less, to the Point of Beginning.

(Consisting of 2252 sf. more or less)





Attachment: Exhibit A – Legal Description and Map (Road Abandonment 2022-01 Police Dept)



4CREEKS

324 S. SANTA FE, STE. A
VISALIA, CA 93292
(559) 802-3052

EXHIBIT B
ROAD ABANDONMENT & PUE
HANFORD, CA

21348

21348-ABANDON

3/25/22



AGENDA STAFF REPORT

MEETING DATE: 4/5/2022	AGENDA SECTION: E
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SUBJECT:

Public hearing to consider the issuance of bonds by the California Statewide Communities Development Authority in support of the Northstar Apartments project (TEFRA Hearing)

At the request of several members of the public and the project applicant, Staff is recommending that the City Council continue the public hearing until the April 19, 2022 City Council meeting; at a minimum.

The full staff report is attached for more detail on the item.

FISCAL IMPACT:

Insert Fiscal Impact Here or Erase Completely

ATTACHMENTS:

Staff Report 3.15.22.TEFRA PH Northstar

CITY OF HANFORD CITY COUNCIL STAFF REPORT

MEETING DATE: Tuesday, March 15, 2022

SUBJECT: Conduit financing for the Northstar Apartments Affordable Housing Project

STAFF RECOMMENDATION

At the request of the project applicant, Staff is recommending that the City Council continue the public hearing until the April 5, 2022 City Council meeting.

BACKGROUND

UP Northstar, LP, a California limited partnership (the “Borrower”) was created by UP Northstar, LLC, a California limited liability company, and Northstar SHE LLC, a California limited liability company. Self-Help Enterprises (SHE) is the sole member of Northstar SHE LLC and will serve as the managing general partner of the project. SHE is a nationally recognized community development organization whose mission is to work together with low-income families to build and sustain healthy homes and communities. The pioneer and leading provider of mutual self-help housing in the United States, SHE’s efforts today encompass a range of efforts to build better homes and communities for farmworkers and other hard-working families.

Since 1965, SHE has helped more than 6,500 families to build their own homes, rehabilitated over 6,700 unsafe homes, developed over 2,000 units of affordable rental housing, including Lincoln Plaza in Hanford (developed in 2007), and 85 single-family homes. SHE provides Resident Services at all rental communities, including an after-school program, Zumba and obesity prevention, financial literacy and homeownership counseling, STEM programs for youth, and other services to support the health, wellness, and financial strength of residents.

The Borrower has requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$30,000,000 of tax-exempt revenue bonds. The Bonds will be issued by the CMFA in a private placement, with Key Bank Real Estate Capital being the private placement purchaser. The Bonds will be repaid through revenues generated by the Project and will be the sole responsibility of the Borrower. Other than holding the TEFRA hearing and approving the resolution, the City will have no involvement in issuing or repaying the Bonds. The proceeds of the Bonds will be used to finance the acquisition, construction, improvement, and equipping of a 72-unit multifamily rental housing facility for low-income households, including permanent supportive housing for persons experiencing homelessness or other at-risk households, to be located in the City at 664 and 682 North Star Drive.

In order for the Bonds to qualify as tax-exempt bonds, the City of Hanford must conduct a public hearing (the “TEFRA Hearing”) providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, a notice was published in *The Hanford Sentinel*

on March 5, 2022, providing the members of the community reasonable notice. Following the close of the TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project may adopt a resolution in favor of the issuance of the Bonds for the financing of the Project or may decline the adoption of such a resolution if a **legitimate non-discriminatory reason** exists. Alternatively, rather than taking action on the proposed resolution, Section 147(f) of United States Code Title 26 allows the Council to submit the decision regarding bond issuance to the voters of Hanford.

CALIFORNIA MUNICIPAL FINANCE AUTHORITY:

The CMFA was created on January 1, 2004, pursuant to a joint exercise of powers agreement to promote economic, cultural, and community development, through the financing of economic development and charitable activities throughout California. To date, over 300 municipalities, including the City of Hanford, have become members of CMFA. The City became a member of the CMFA on December 15, 2015.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California for low-income households, persons experiencing homelessness or other at-risk households. The CMFA’s representatives and its Board of Directors have considerable experience in bond financings.

FISCAL IMPACT:

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the UP Northstar, LP (Borrower), and the City will have no financial, legal, liability, or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the “Foundation”), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Hanford, it is expected that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.



AGENDA STAFF REPORT

MEETING DATE: 4/5/2022	AGENDA SECTION: A
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SUBJECT:

Community Development: Acceptance of the mandated General Plan Annual Progress Report for Calendar Year 2021 and authorization for the submittal to the Governor's Office of Planning and Research

RECOMMENDATION:

That City Council receive the staff report, accept the General Plan Annual Progress Report, and direct staff to submit to the California Office of Planning and Research.

BACKGROUND:

The Annual General Plan Report is intended to comply with the requirements of Government Code Section 65400, which requires that all cities annually submit to California Office of Planning and Research (OPR) and Housing and Community Development (HCD) a report on the status of the General Plan and progress in implementing the Housing Element. This report contains the General Plan Annual Progress Report for submission to OPR and captures the activities conducted by the City towards implementation of the General Plan.

The General Plan APR allows OPR to identify statewide trends in land use decision-making and how local planning and development activities relate to statewide planning goals and policies. APRs may also inform future modifications to OPR's General Plan Guidelines. In addition, OPR can track progress on a local jurisdiction's comprehensive General Plan update using the information provided in the APR.

The APR satisfies OPR's Guidelines by providing the following information:

- Measures associated with the implementation of the general plan with specific reference to individual elements
- Housing Element APR reporting

- The date of the last update to the General Plan
- Planning activities receiving discretionary approval
- Capital Improvement Projects conducted over the past year

Please see the full report - attached as **Attachment 1**.
A copy of the Housing APR is attached as **Exhibit A**.

FISCAL IMPACT:

ATTACHMENTS:

Attachment 1 - GP APR Reporting 2021

Exhibit A - Housing Annual Progress Report



General Plan Annual Progress Report – 2021

Prepared by:

City of Hanford
Community Development Department
Planning Division

April 2022

For:

State of California
Governor's Office of Planning and Research
State Clearinghouse and Planning Unit

INTRODUCTION

The Annual General Plan Report is intended to comply with the requirements of Government Code Section 65400, which requires that all cities annually submit to California Office of Planning and Research (OPR) and Housing and Community Development (HCD) a report on the status of the General Plan and progress in implementing the Housing Element. This report represents the Community Development activity for the planning year 2021.

The General Plan APR allows OPR to identify statewide trends in land use decision-making and how local planning and development activities relate to statewide planning goals and policies. APRs may also inform future modifications to OPR's General Plan Guidelines. In addition, OPR can track progress on a local jurisdiction's comprehensive General Plan update using the information provided in the APR. Similarly, the Housing Element APR allows HCD to track the progress of the implementation of a jurisdiction's Housing Element and requires its submission as a threshold requirement for several State housing funding programs.

DATE OF PRESENTATION/ACCEPTANCE

The General Plan APR will be presented to the Hanford City Council at their regularly scheduled meeting on April 5, 2022. A presentation will be given to the City Council as a General Business item.

COMPREHENSIVE GENERAL PLAN UPDATE 2035

Pursuant to State general plan law there are seven State-mandated elements in the City's general plan. They are:

- Land use
- Circulation
- Housing
- Open Space
- Conservation
- Noise
- Safety

As of 2003, Cities within the San Joaquin Valley are also required to have an air quality element. Signed into law in 2016, under SB 1000, cities and counties that have identified disadvantaged communities must also address environmental justice in their general plans, including air quality.

Additionally Required:

- Air Quality
- Environmental Justice

The Air Quality element was adopted in 2010. The requirement to address environmental justice within the Air Quality element was not adopted until 2016; therefore, the Air Quality element does not address environmental justice, expressly. The City does not have a separate Environmental

Justice element; however, environmental justice is addressed through policy in the General Plan Health, Safety, and Noise element.

State general plan law also states that cities may adopt other elements as they see fit for their communities. Hanford's General Plan also contains an economic development element and a public facilities and services element. All elements of the General Plan have equal weight and status. One element is not superior to any other. The goals and policies within each element are required to be consistent with each other and with the goals and policies in the other elements of the General Plan.

The general plan's maps, diagrams, and development policies form the basis for the zoning ordinance, subdivision ordinance, design guidelines, and the capital improvement program – tools which implement the general plan. Under California law, no specific plan, zoning, subdivision map, or public works project may be approved unless the City finds that it is consistent with the adopted general plan.

The **land use element** designates the type, intensity, and general distribution of uses of the land for housing, business, industry, open space, education, public buildings and grounds, waste disposal facilities, and other categories of public and private uses.

The **circulation element** is correlated with the land use element and identifies the general location and extent of existing and proposed major thoroughfares, transportation routes, and terminals for all modes of transportation.

The **housing element** is a comprehensive assessment of current and projected housing needs for all segments of the community and all economic groups. In addition, it embodies policies for providing adequate housing and includes action programs for that purpose. By statute, the housing element must be updated and certified on a schedule set by the State Housing and Community Development Department. The housing element is prepared as a separate document in conjunction with the County of Kings, and the cities of Lemoore, Corcoran, and Avenal.

The **conservation element** addresses the conservation, development, and use of natural resources, including water and soils. This chapter also contains goals and policies for parks and recreation.

The **open space element** describes measures for preserving open-space for natural resources, the managed production of resources, outdoor recreation, and agricultural land. The open space element is also found mostly in Chapter 5 of both the Background Report and the Policy Document.

The **noise element** identifies and appraises noise problems within the community and forms the basis for land use distribution.

The **safety element** establishes policies and programs to protect the community from risks associated with seismic, geologic, flood, extreme heat, and fire hazards.

The **economic development element** identifies trends in the local economy and sets general direction for improving the community's economic sustainability and prosperity.

The **public facilities and services element** identify publicly owned facilities and service infrastructure. It sets policies to facilitate continued service to the community as it grows and develops. It sets a general direction for citywide school site planning, law enforcement and fire protection services, sewer and water infrastructure, and other local public facilities and buildings.

The **Air Quality Element** provides a comprehensive set of goals, objectives, policies, and implementation programs intended to meet the requirements of Assembly Bill 170 for Air Quality Elements and state laws pertaining to greenhouse gases.

The General Plan was adopted on April 24, 2017 through Resolution 17-21-R.

GENERAL PLAN AMENDMENT INFORMATION

Most Recent Adopted Amendment

The most recent General Plan Amendment, General Plan Amendment No. 2019-01 a) and b) was executed on September 17, 2019 by Resolution 19-34-R.

General Plan Amendment No. 2019-01 a) changed the land use designation on certain property totaling approximately six acres from Downtown Mixed Use to Service Commercial.

General Plan Amendment No. 2019-01(b) removed reference to the Downtown East Precise Plan from the General Plan Policy Document.

In Progress

There are two General Plan Amendments currently in progress.

General Plan Amendment No. 2021-01 contains three parts:

General Plan Amendment No. 2021-01 A, B and C

Part A – Telstar

General Plan Amendment No. 2021-01 A: A request to change the General Plan Designation on two .52-acre parcels, totaling 1.04 acres, from Downtown Mixed Use to Service Commercial.

Rezone No. 2021-09: A request to change the zoning on two parcels, totaling 1.04 acres, from MX-D Downtown Mixed Use to C-S Service Commercial.

Site Plan Review No. 2020-27: A request to construct a 10,000 sq. ft. office for the purchase, sale, and light assembly of electrical gear for electrical and programming services and construction.

Conditional Use Permit No. 2021-04: A request to allow an off-site parking lot for Telstar employees' use on a parcel proposed to be designated as C-S Service Commercial.

Location: The project is located east of Irwin Street, between Fourth and Fifth Streets (APN 012-095-001 and 012-095-011).

Figure 1A: Project Location (Aerial)

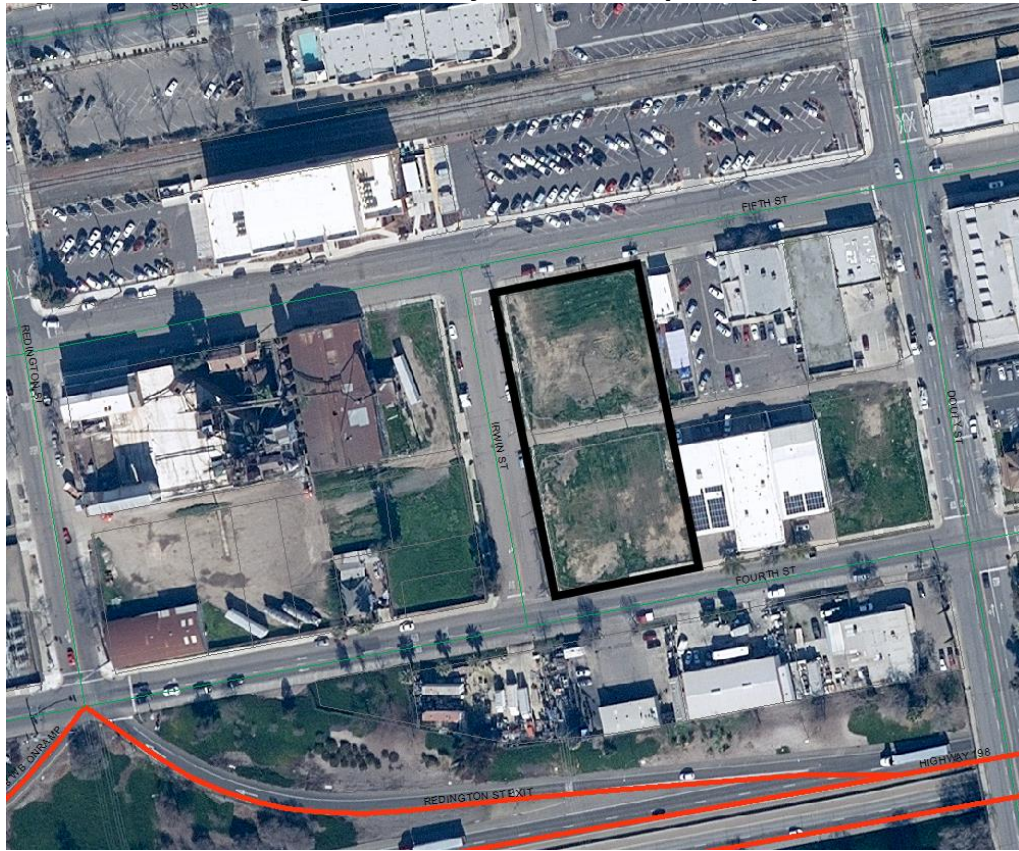


Figure 2A: Existing General Plan Designation - Downtown Mixed Use (outlined in black)

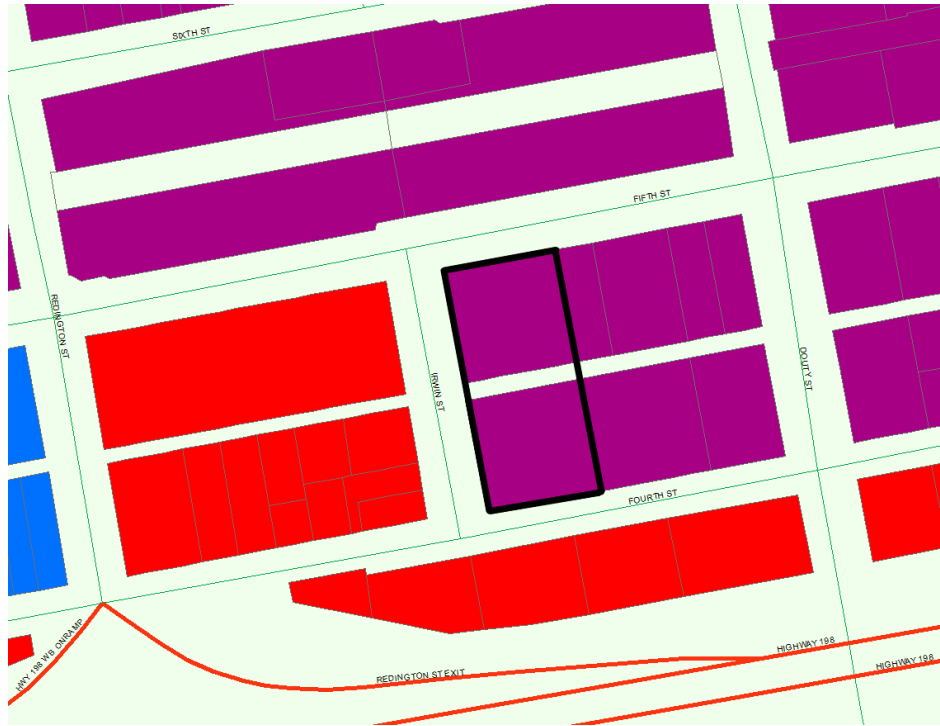


Figure 3A: Proposed General Plan Designation – Service Commercial (outlined in black)

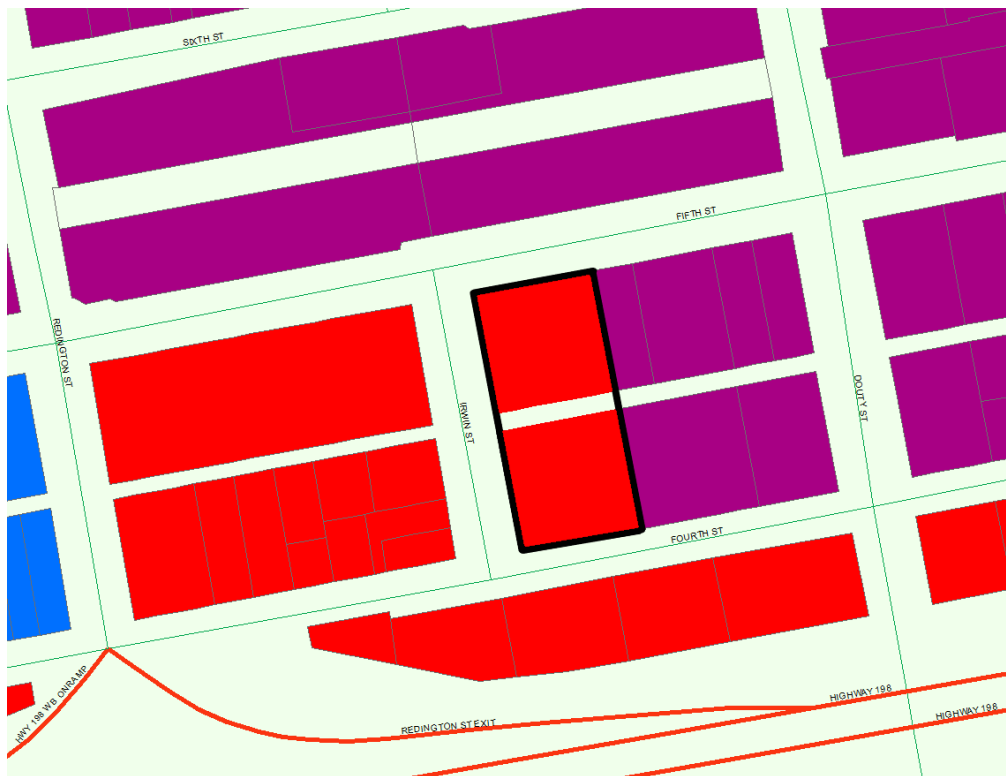


Figure 4A: Existing Zone Designation – MX-D Downtown Mixed Use (outlined in black)

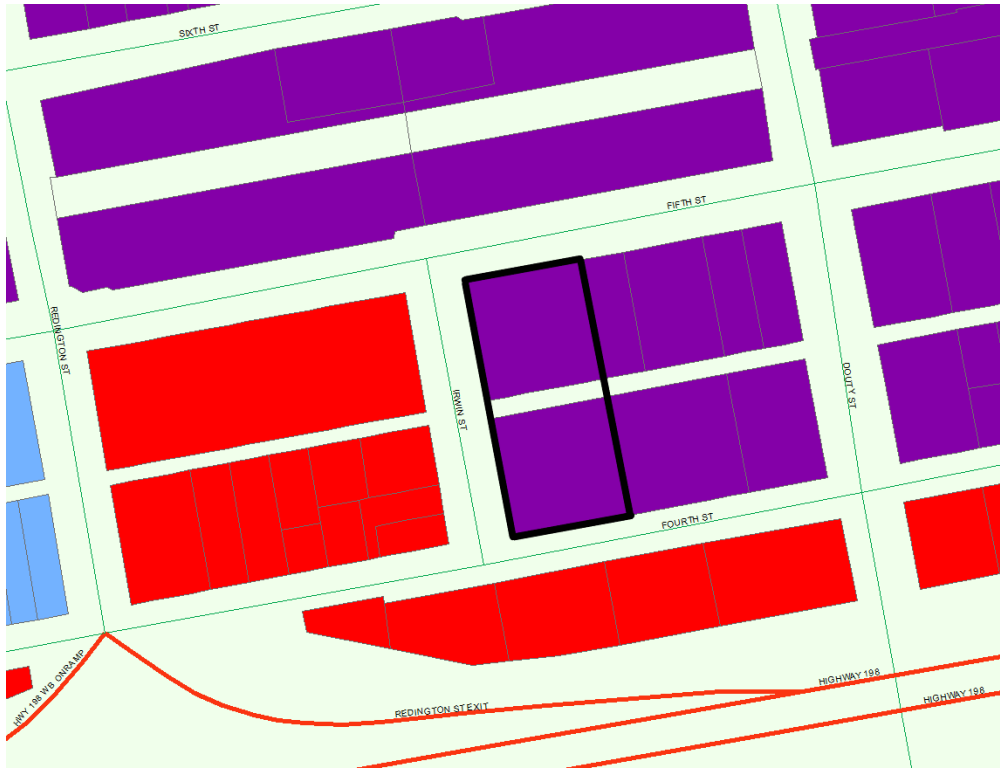
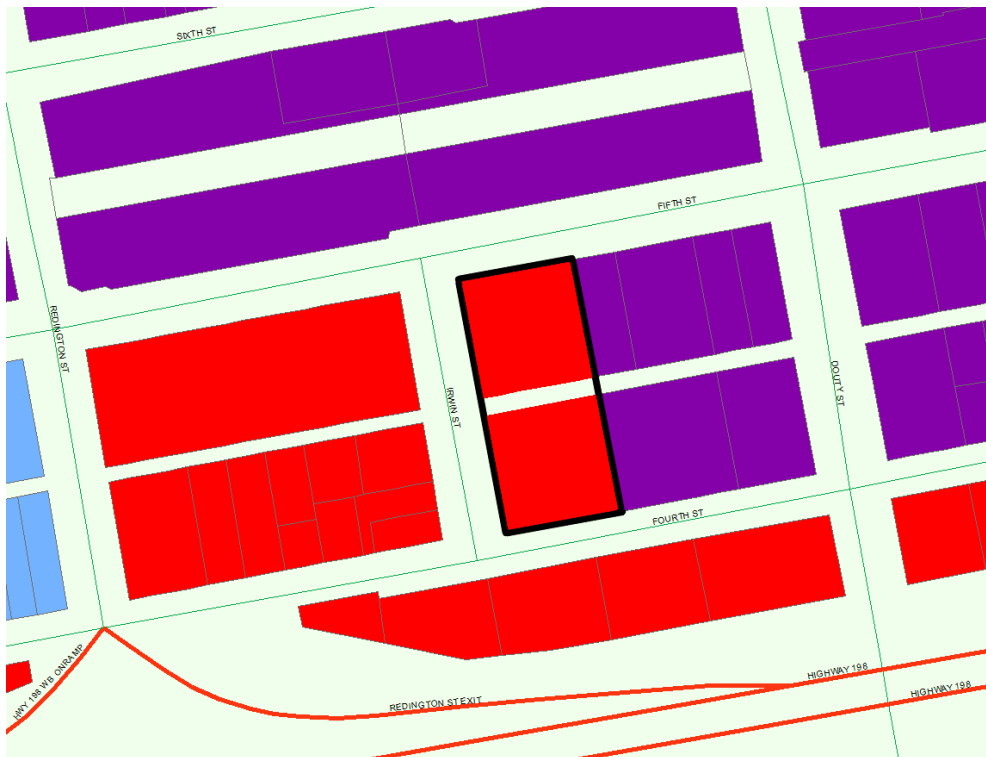


Figure 5A: Proposed Zone Designation – C-S Service Commercial (outlined in black)



Part B – Police Department

General Plan Amendment No. 2021-01 B: A request to change the General Plan Designation on a 2.06-acre parcel from Corridor Mixed Use to Public Facilities.

Rezone No. 2021-12: A request to change the zoning on a 2.06-acre parcel from MX-C Corridor Mixed Use to P-F Public Facilities.

Site Plan Review No. 2020-34: A request to construct a 40' x 30' structure for vehicle storage on site and make site improvements, including adding parking spaces.

Variance No. 2021-07: A request to deviate from Section 17.38.140 of the Hanford Municipal Code, in order to waive the block wall requirement along the northwest property line, in order to provide a slated chain link fence between the proposed PF zone and R-M.

Location: The project is located at 469 N. 11th Avenue (010-490-018).

Figure 1D: Project Location (Aerial)



Figure 2B: Existing General Plan Designation – Corridor Mixed Use (outlined in red)

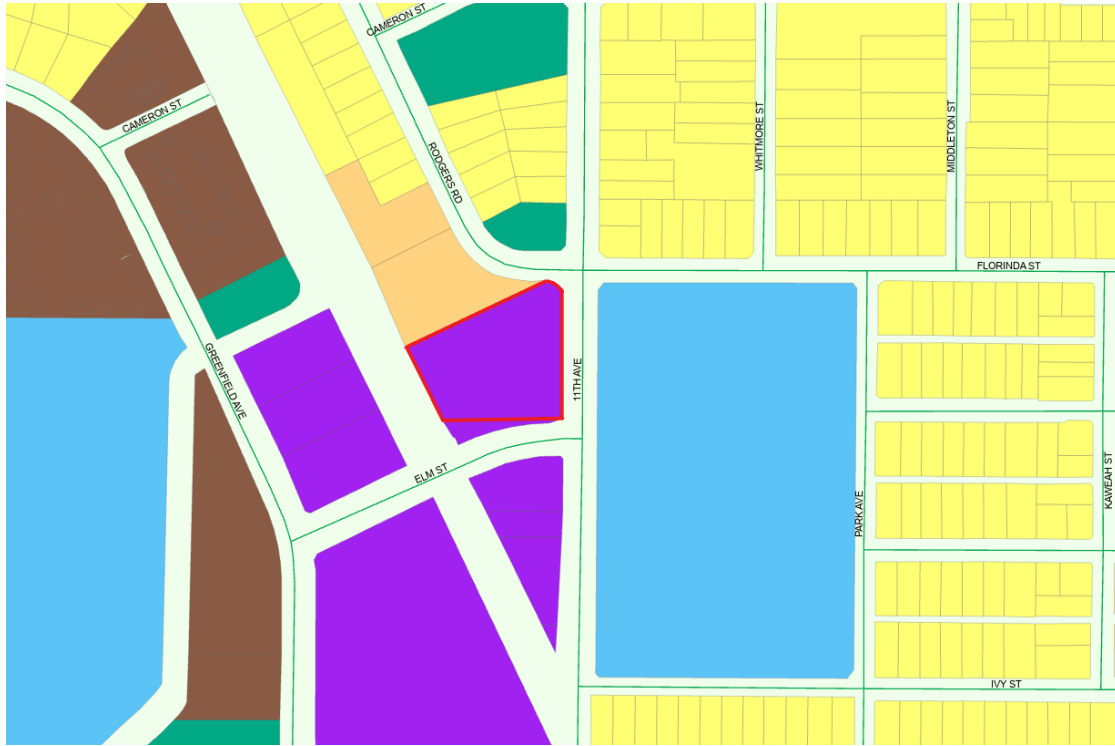


Figure 3B: Proposed General Plan Designation – Public Facilities (outlined in red)

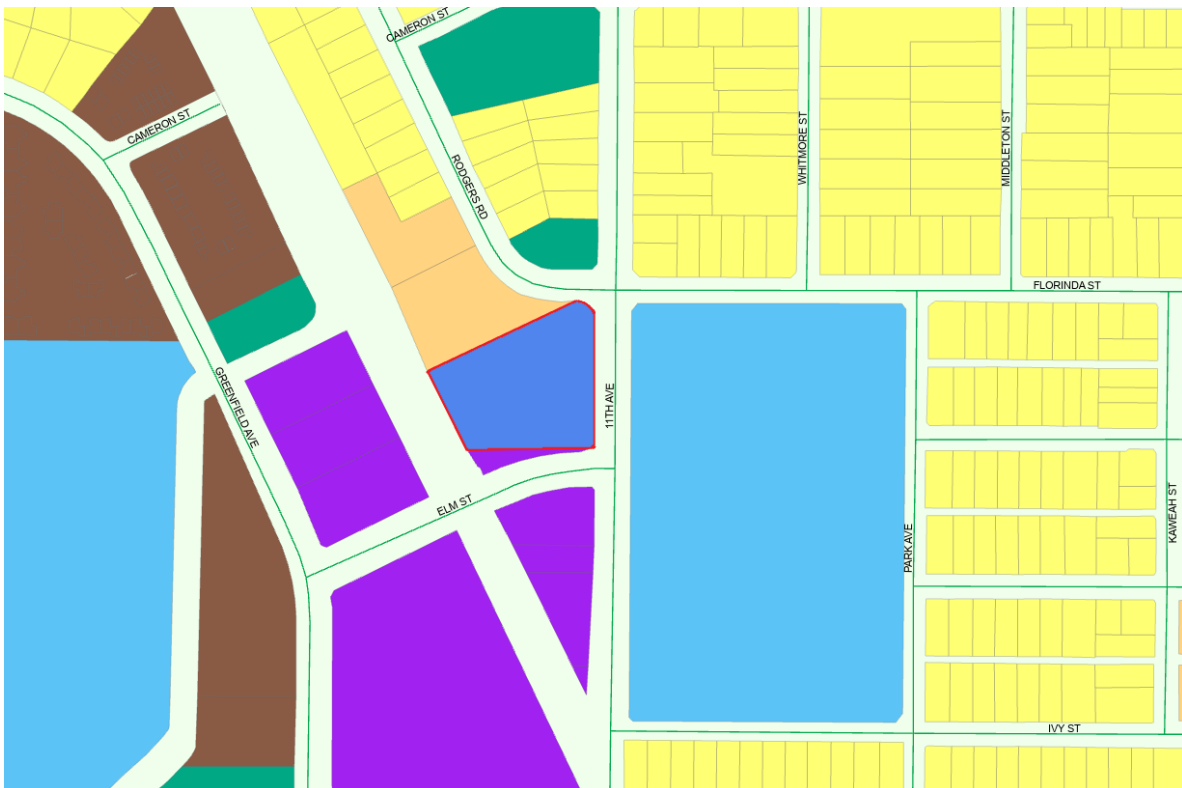


Figure 4B: Existing Zone Designation – MX-C Corridor Mixed Use (outlined in red)

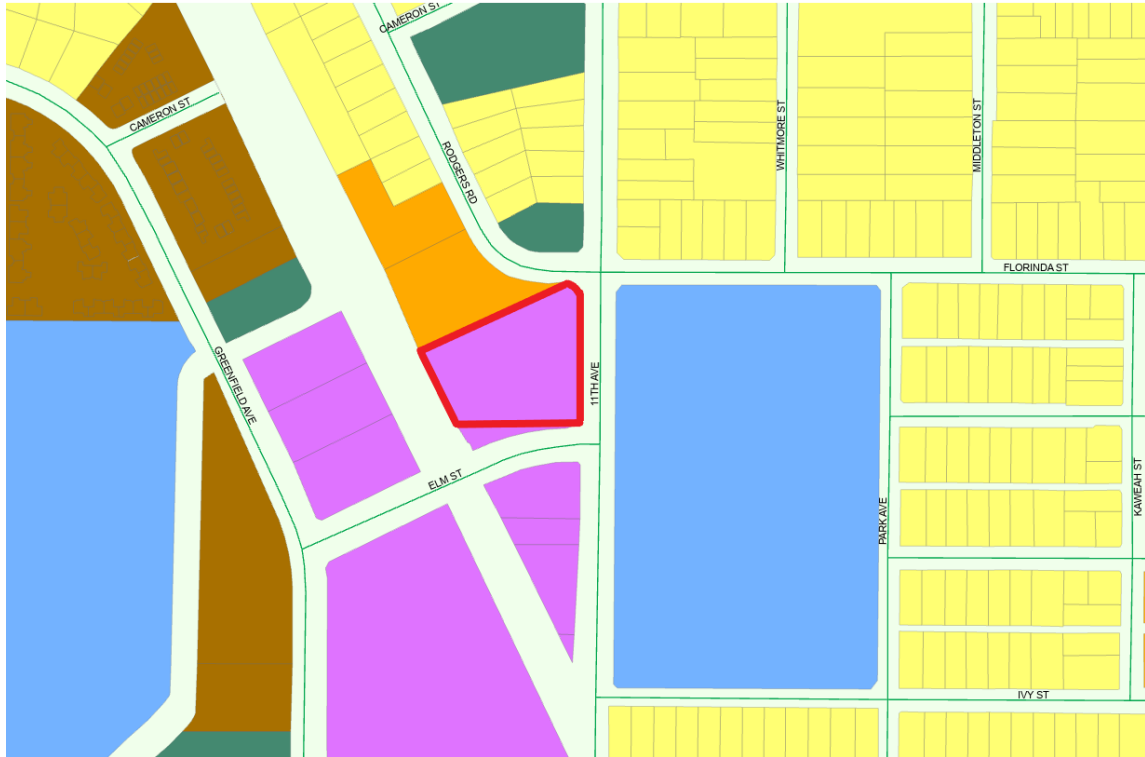
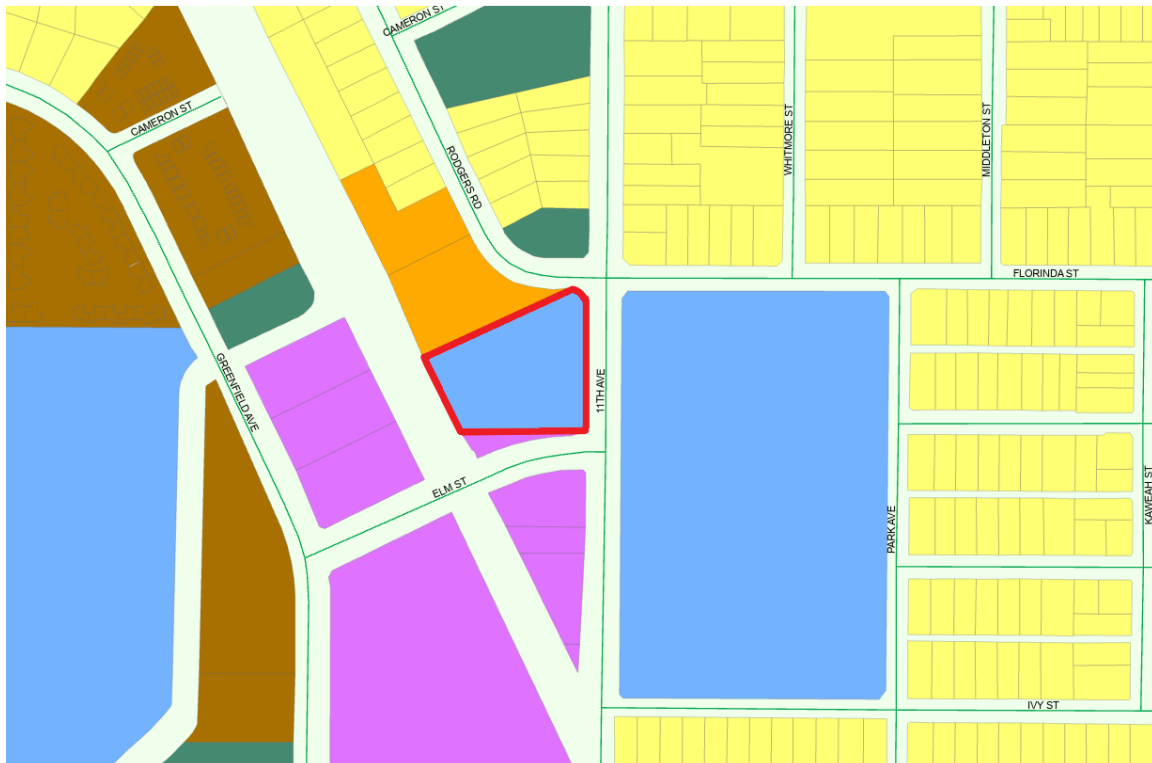


Figure 5B: Proposed Zone Designation – P-F Public Facility



Part C – City of Hanford

General Plan Amendment No. 2021-01 C: A request to change the General Plan designation on approximately 28 acres from Medium-Density Residential to Corridor Mixed Use. The change is requested, due to incompatibility with the Kings County Airport Land Use Compatibility Plan, which limits the density of the B1 zone to one unit per 10 acres.

Rezone No. 2021-11: A request to change the zoning on 28 acres from R-M Medium-Density to MX-N Neighborhood Mixed Use.

There is not a physical project proposed at this location.

Location: The project is located east of Jesse street, on either side of Whitney Drive, north of Lacey Boulevard.

Figure 1C: Project Location (Aerial)



Figure 2C: Existing General Plan Designation – Medium-Density Residential (outlined in red)

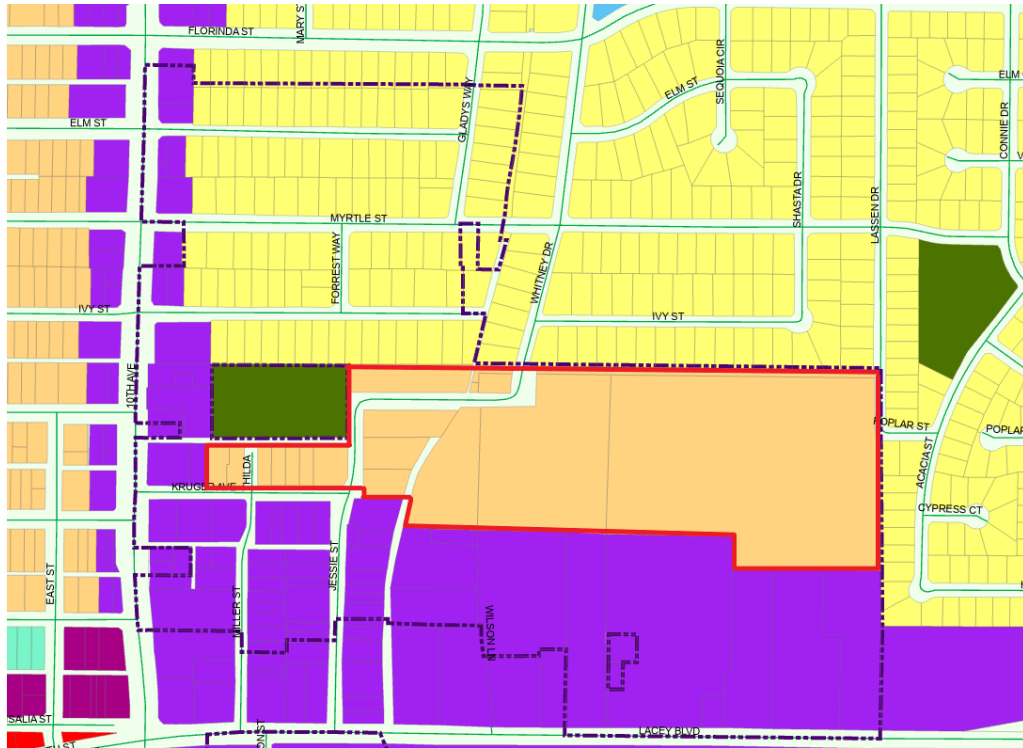


Figure 3C: Proposed General Plan Designation – Corridor Mixed Use (outlined in red)

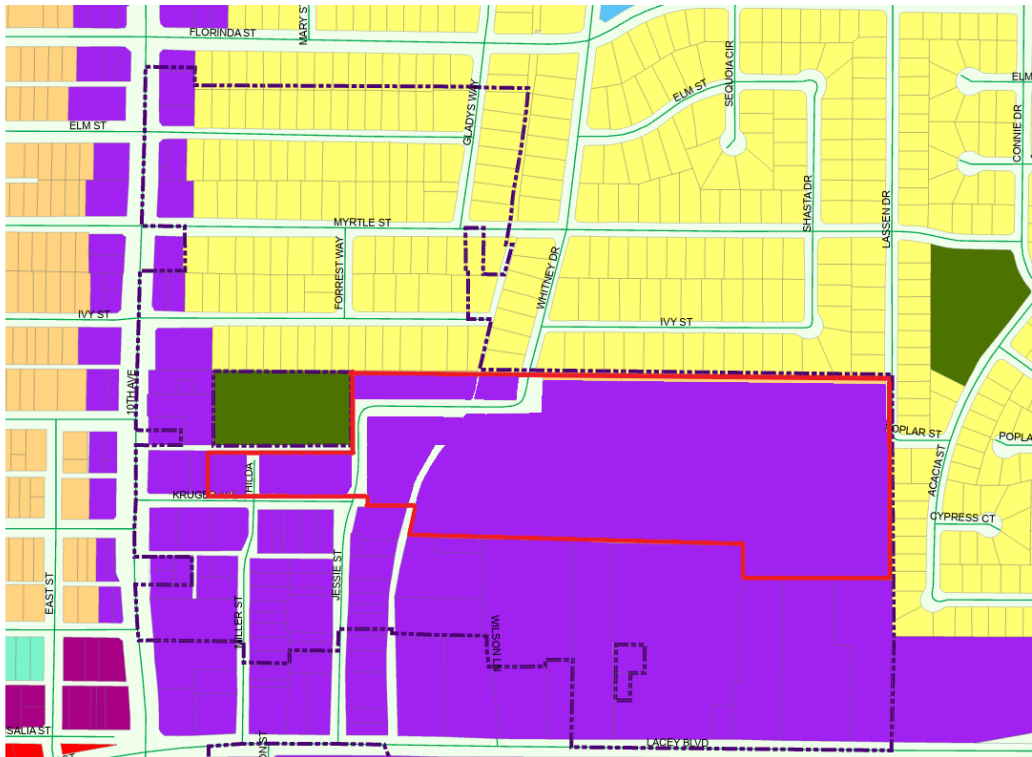


Figure 4C: Existing Zone Designation – The property is currently located in the Kings County jurisdiction and is zoned CS Service Commercial (County Zoning). The entire island is proposed to be annexed – the rezoning for the entire island (which expands beyond the project site) is a combination of R-L-5 Low-Density Residential, R-M Medium-Density Residential, and MX-C Corridor Mixed Use, in accordance with the General Plan.

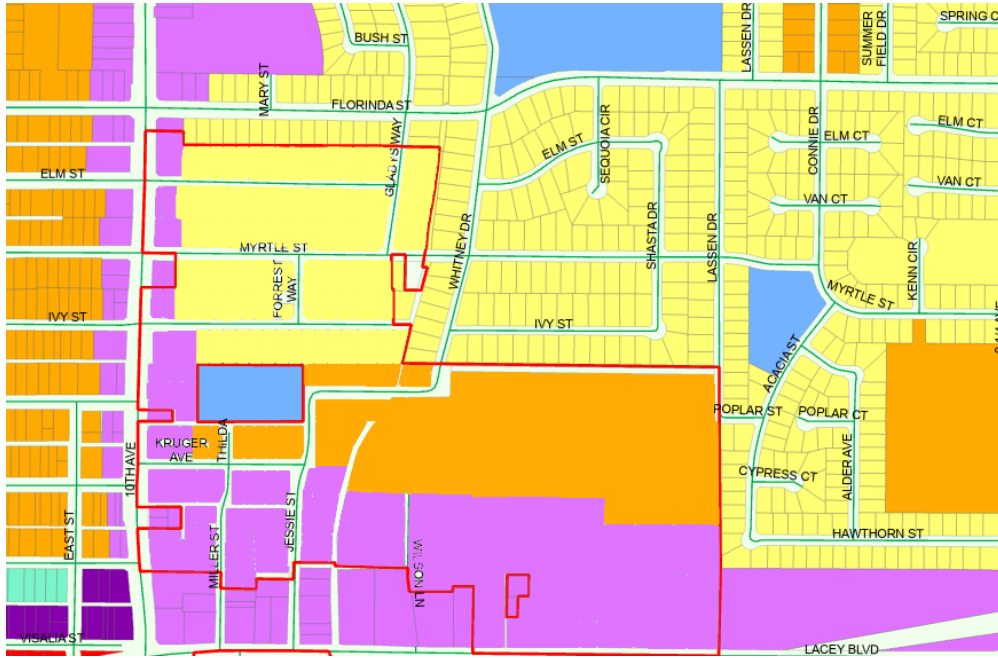
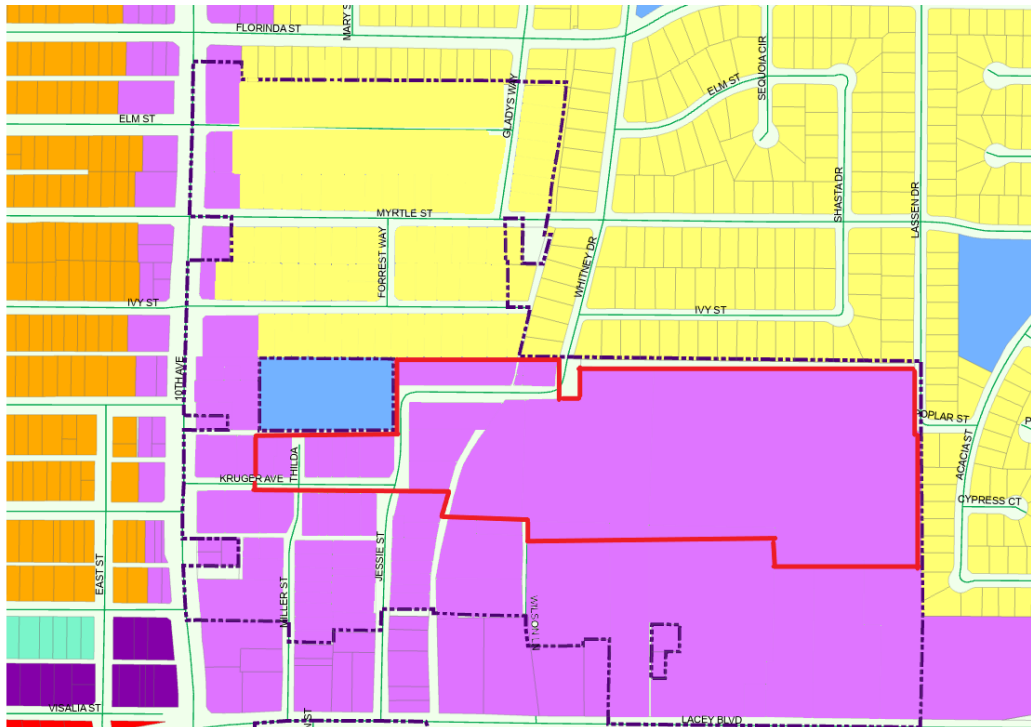


Figure 5C: Proposed Zone Designation – MX-N Neighborhood Mixed (outlined in red)



General Plan Amendment No. 2021-02: A request to change the General Plan Designation on a 1.45-acre parcel from Neighborhood Mixed Use to Regional Commercial.

Rezone No. 2021-10: A request to change the zoning on a 1.45-acre parcel from MX-N Neighborhood Mixed Use to C-R Regional Commercial.

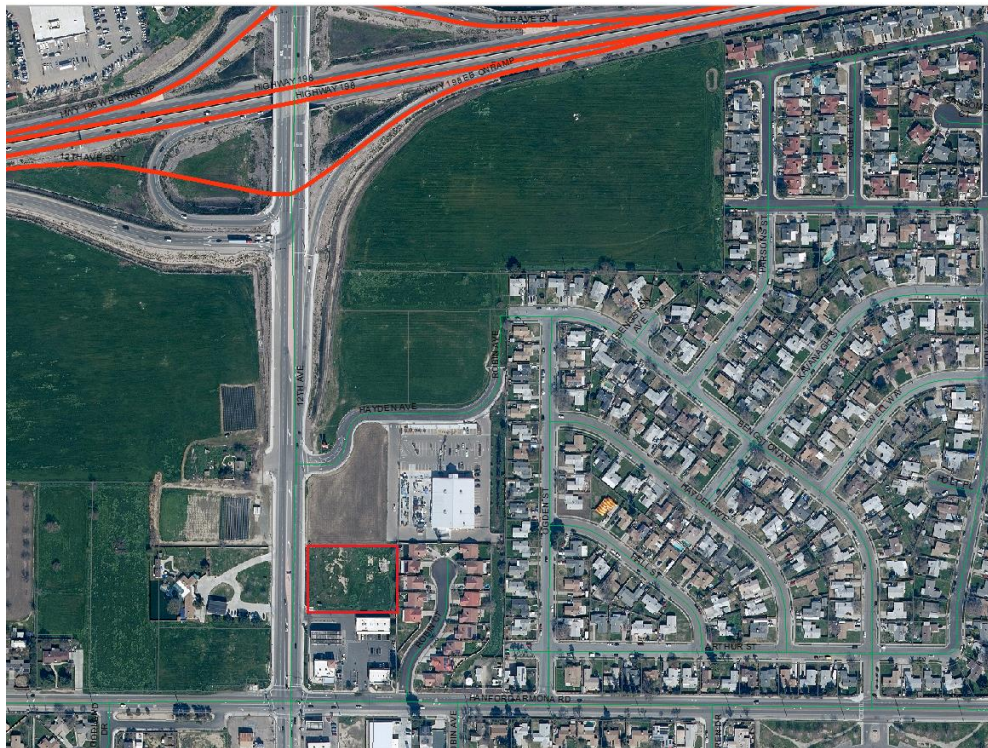
Site Plan Review No. 2020-27: A request to construct a four-story, 86-room hotel on a parcel proposed to be zoned C-R Regional Commercial.

Conditional Use Permit No. 2021-05: A request to allow a hotel use on a property proposed to be zoned C-R Regional Commercial. The use of a hotel is a conditionally permitted use in the C-R Regional Commercial zone district.

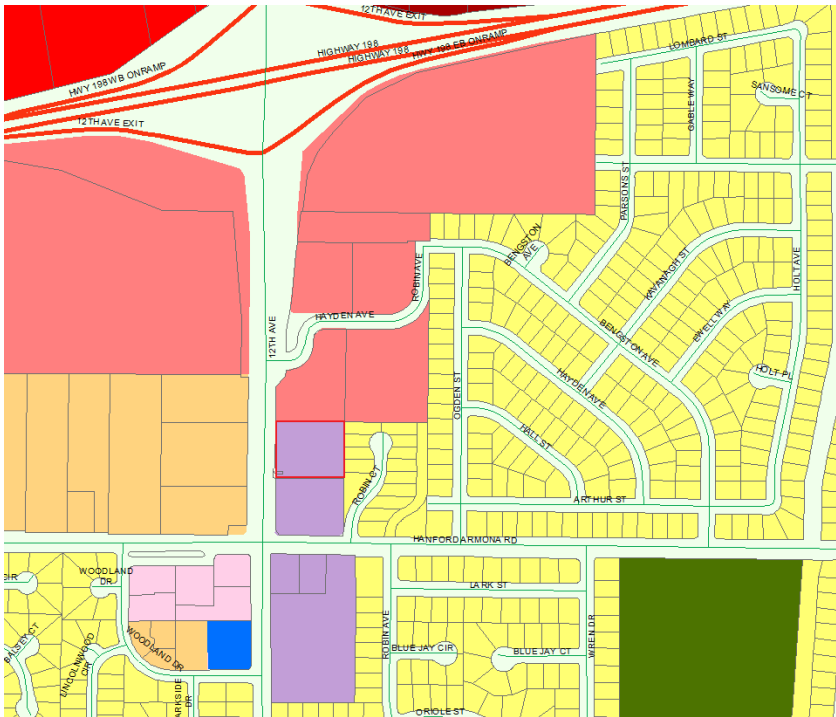
Variance No. 2021-02: A request to deviate from Section 17.18.080 of the Hanford Municipal Code, in order to exceed the 35-foot height maximum of the C-R Regional Zone District, in order to permit a 50-foot-high, four-story hotel on a parcel proposed to be zoned C-R Regional Commercial; and a request to deviate from Section 17.54.040 of the Hanford Municipal Code, in order to reduce the parking requirement for an 86-room hotel with three full-time employees (per shift) from 89 spaces to 86.

Location: The project is located on South 12th Avenue, south of Hayden Avenue, north of Hanford-Armona Road (APN 011-060-015).

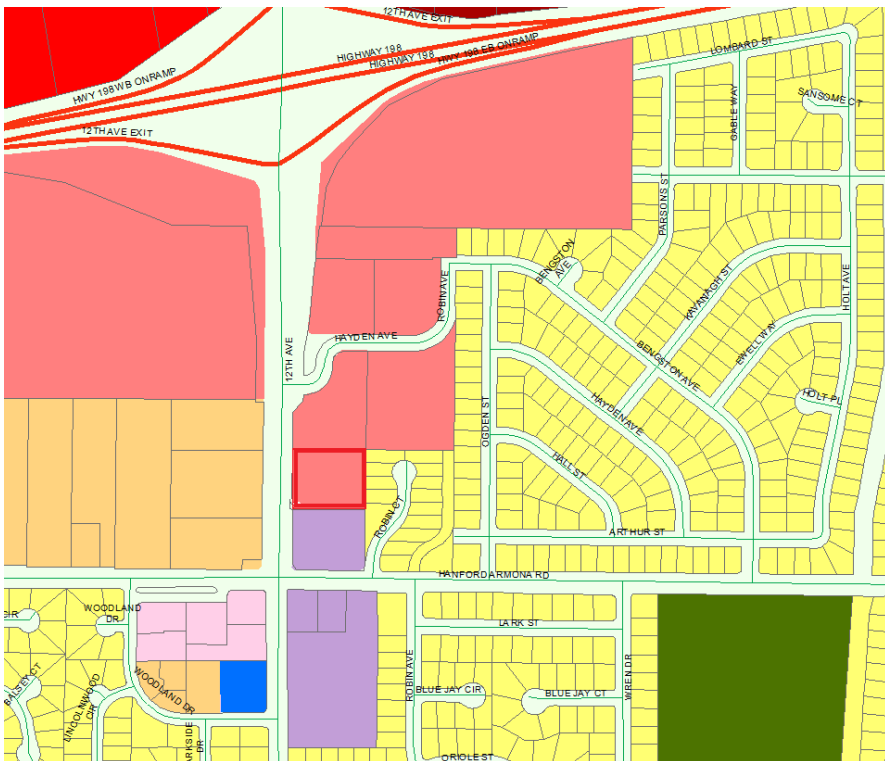
Figure 1B: Project Location (Aerial)



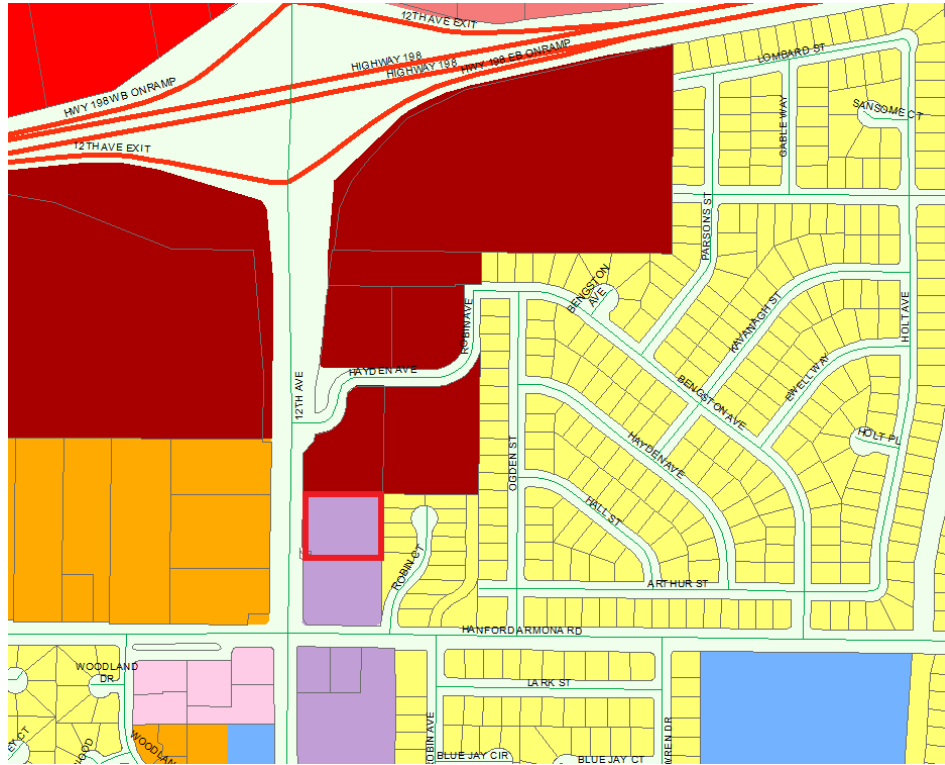
Existing General Plan Designation – Neighborhood Mixed Use (outlined in red)



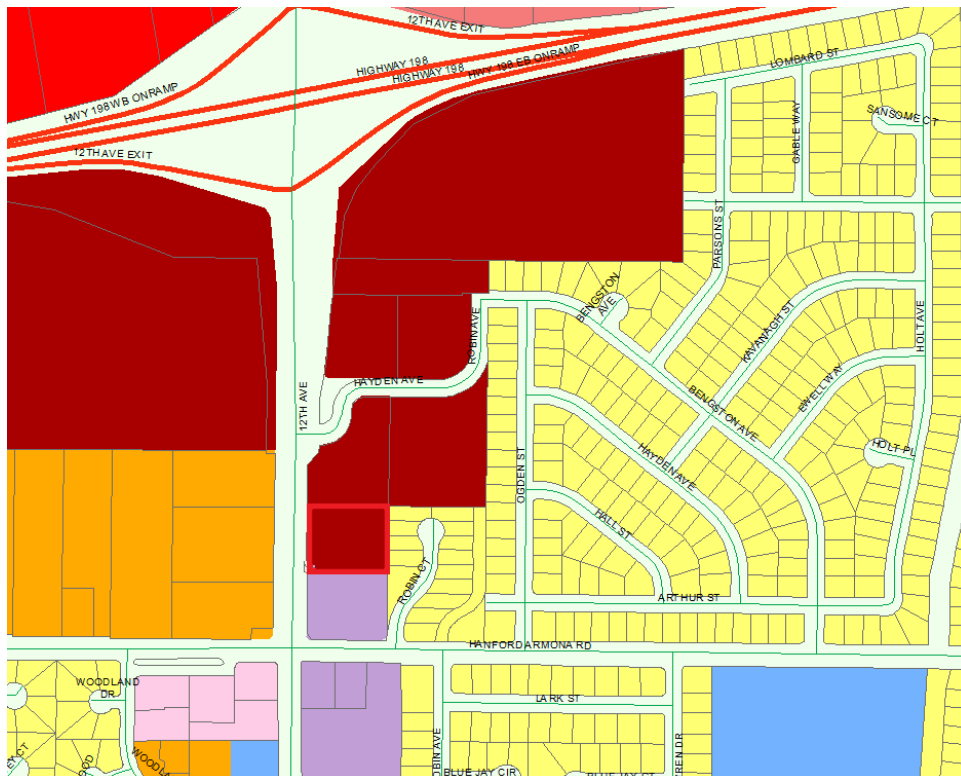
Proposed General Plan Designation – Regional Commercial (outlined in red)



Existing Zone Designation – MX-N Neighborhood Mixed Use (outlined in red)



Proposed Zone Designation – C-R Regional Commercial (outlined in red)



Progress towards implementing the 2035 Land Use Element

Growth Management

During 2021, projects identified in the following sections were in progress to align with the City's growth management goals and policies, specifically:

Growth Management Goals

Goal L1: A well planned community that grows in an organized fashion.

Goal L2: Development preference of vacant and underutilized properties.

Goal L3: Limitation of urban sprawl-style development patterns in new growth areas.

Policy L16 County Islands: Initiate annexation of County islands when it is found that urban services are needed and can be provided or made available in the near future.

- Annexation No. 160, Parts 1- 3 and 5 – 8, a proposal to annex seven (7) separate county islands with a combined total of 279 acres into the City of Hanford, from the Kings County jurisdiction. Prezone No. 2021-01 thru 2021-03 and 2021-05 thru 2021-08, a request to prezone the various county islands, in accordance with their General Plan designation. The projects are located in existing county islands, fully surrounded by the City of Hanford. A request to annex the County Islands was forwarded to Kings County LAFCo on December 8, 2021 and is scheduled to be heard by Kings County LAFCo on March 30, 2022.

Policy L7 Primary Sphere of Influence: Support and pursue an amendment of the City of Hanford's Primary Sphere of Influence to be coterminous to the Planned Area Boundary.

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.

- Initiation of the Sphere of Influence Expansion: Council consideration and approval of the Hanford Area Municipal Service Review and Sphere of Influence Update and Adoption of Resolution 21-15-R, directing staff to file an application with Kings County Local Agency Formation Commission (LAFCo) for a request to expand the City's Sphere of Influence, as identified within the 2035 Hanford General Plan Update. The City Council directed staff to file an application for Sphere Expansions on April 20, 2021. An application has been submitted to Kings County LAFCo for expansion of the SOI, as of December 8, 2021, the request is being processed, but has not been finalized.

Residential Projects

During 2021, the following residential discretionary projects were approved in accordance with the growth management goals and policies listed above and with respective goals identified for the various land use types of the Land Use Element, specifically:

Residential Land Use Designation Goals

Goal L4: Adequate land available to meet housing needs for all citizens through the year 2035.

Goal L5: Stable, high quality neighborhoods with housing integrated with schools, parks, and availability of everyday commercial goods and services.

Goal L6: A wide range of housing choices that insure opportunities for a variety of age groups, lifestyles, and income levels.

Goal L7: Residential densities that encourage both compact and infill development.

Residential Land Use Designations Goals

Goal L8: A range of residential building types suitable for a variety of lifestyles, ages, affordability levels, and design options.

Goal L9: Distinctive neighborhoods that preserve and enhance the quality of life for residents.

During 2021, no new tentative tracts were approved.

Under Construction: There were a total of 259 single-family residences under construction and finalized in 2021.

- Infill: 5 infill units were constructed.
- Tract 916 Bristol Heights: 9 units were constructed.
- Tract 918 Bella Vista: 33 units were constructed.
- Tract 919 Bonterra: 40 units were constructed.
- Tract 922 Skye and Chateau: 106 units were constructed.
- Tract 929 Ella Gardens: 26 units were constructed.
- Tract 865 Hidden Oaks and Sterling Oaks: 40 units were constructed

There was one multi-family project under construction in 2021 – Hanford Apartments, a 92-unit multi-family development. The project is still under construction and has not been finalized.

Residential Discretionary Projects – 2021

- Conditional Use Permit No. 2021-02, a request to add two residential units to a multi-family development, for a total of four units, on an 18,720 sq. ft. lot in the O-R Office Residential

zone district. The project is located at 1119 and 1121 W. Seventh Street (APN 012-281-004). The project was approved on March 23, 2021. The project is under construction.

- 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. 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 project was conditionally approved, pending the finalization of the Sphere of Influence on August 3, 2021.
- Variance No. 2021-05, a request to deviate from the standards of the Hanford Municipal Code Section 17.10.070 E, in order to reduce the street-side setback for an irregular corner lot in the R-L-5 Low-Density Residential zone district. The project is located at 1305 W. Kenny Thompson Court (APN 011-110-022). The subject site is lot 35 of Tract 865, which has not been assigned its own assessor's parcel number yet. The APN provided is for the parcel, overall, pre-subdivision. The project was approved on October 26, 2021 and is under construction.
- Variance No. 2021-06, a request to deviate from the standards of the Hanford Municipal Code Section 17.10.070 E, in order to reduce the street-side setback for an irregular corner lot in the R-L-5 Low-Density Residential zone district. The project is located at 1300 W. Poppysprings Court (APN 011-110-022). The subject site is lot 72 of Tract 865, which has not been assigned its own assessor's parcel number yet. The APN provided is for the parcel, overall, pre-subdivision. The project was approved on October 26, 2021 and is under construction.

Commercial/Industrial Discretionary Projects – 2021

During 2021, the following commercial/industrial discretionary projects were approved in accordance with the goals and policies of the Economic Development and Land Use Element, specifically:

Economic Development and Employment Goals

Goal E1: A diverse and robust local economy capable of providing employment for all residents desiring to work in the city.

Goal E2 A diversity of commercial and industrial enterprises which provide goods, services, and employment opportunities consistent with Hanford's small-town, agricultural image.

Goal E3: A business-friendly environment for both existing and new business enterprises.

- Variance No. 2020-03, a request to deviate from the standards set forth in Section 17.60.070(C)(2), in order to locate a drive-thru pickup window within 150 feet of a

residentially-zoned property in the C-N Neighborhood Commercial zone district. The project was approved on January 12, 2021. The project is under construction.

- Conditional Use Permit No. 2020-07, a request to construct a 3,596 sq. ft. building for the minor repair and service of motor vehicles in the MX-D Downtown Mixed Use zone district. The project is located at the intersection of Sixth and White Streets (APN 012- 102-012). The project was approved on March 9, 2021. The project was not under construction in 2021.
- Zone Text Amendment No. 2020-01, 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. Location: Citywide. The Zone Text Amendment was adopted under Ordinance 21-14 on November 16, 2021.
- Zone Text Amendment No. 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. Location: Citywide. The Zone Text and Municipal Code Amendment was approved under Ordinance 21-03 on August 17, 2021.
- Conditional Use Permit No. 2021-06, a request to convert a former private junior college into a facility for religious services, classes, and offices in the MX-D Downtown Mixed Use zone district. The project is located at 213 W. Seventh Street (APN 012-055-006). The project was approved on August 24, 2021.
- Conditional Use Permit No. 2021-07, a request to allow a massage therapy business in the O-R Office Residential zone district. The project is located at 103 W. Grangeville Boulevard (APN 010-023-004). The project was approved on October 12, 2021.
- Conditional Use Permit No. 2020-01, a request by Complete Wireless Consulting to construct a 99-foot-tall monopole for AT&T with associated antennas and ground and tower equipment in the C-S Service Commercial zone district. Variance No. 2021-04: A

request to deviate from the standards of the Hanford Municipal Code: a) Section 17.20.130 B., in order to waive the block wall requirement along the rear property line, abutting a PF zone; b) Section 17.68.120, in order to waive the landscape buffer requirement outside the perimeter of the lease area; and c) Section 17.20.120, in order to waive the landscaping requirement along Fargo Avenue. The project is located at 11555 Fargo Avenue (APN 008-360-032). The project was approved on October 12, 2021.

- Variance No. 2021-03, a request to deviate from the standards of the Hanford Municipal Code Section 17.26.120(B), in order to provide a maximum of five feet of landscaping along the street frontage for a convenience store with fuel sales in the MX-C Corridor Mixed Use zone district. The project is located at 711 E. Lacey Blvd. (APN 016-011-012). The project was approved on October 26, 2021.
- Conditional Use Permit No. 2021-03, a request to operate two preschool classrooms in the R-M Medium Density Residential zone district. The project is located at 302 E. Tenth Street (APN 010-224-023). The project was approved on November 9, 2021. The preschool classrooms are in operation.
- Conditional Use Permit No. 2021-08, a request to convert a former retail store into a vocational school in the MX-D Downtown Mixed-Use zone district. The project is located at 308 E. Sixth Street (APN 012-044-009). The project was approved on December 14, 2021.

PUBLIC FACILITIES AND SERVICES

There were no amendments to the Public Facilities and Services Element during 2021.

The following public facilities and services projects were conducted by the City of Hanford during 2021:

Water Projects:

- Water main replacement: This project involved replacing existing small mains and older mains that do not meet City Standards for fire protection or water delivery.
- Water Distribution Main Extension Program: This project included replacing undersized distribution mains or extending distribution mains in various locations throughout the City to enhance system performance. The project included replacing undersized distribution mains and extending distribution mains within in-fill and growth areas to enhance system performance and to facilitate orderly growth of the City.
- Automated Meter Replacement: This project utilized funds for replacement of automated meter reading devices citywide that are no longer reading accurately or that were unable to be repaired.
- New Water Supply Well: This project funded the installation of a new deep-water well and associated pumping equipment, in order to provide additional City water supply and

service reliability. As development occurs, the need to provide additional water capacity and service reliability is necessary.

- **Unscheduled Main Extensions and Replacements:** This project funded unanticipated projects which occurred when a developer was connecting to the City's water system and required the main to be extended beyond the project boundaries. Funds from this project also were utilized for replacement of undersized or deteriorated water mains.
- **2020 Urban Water Management Plan:** This project pertains to the preparation of the 2020 Urban Water Management Plan, in accordance with state law and the Urban Water Management Act, which requires the Urban Water Management Plan to be prepared and updated every five years. The UWMP is a planning document for the purpose of maintaining efficient use of urban water supplies, promoting conservation programs and policies, ensuring that sufficient water supplies are available for beneficial use and providing a mechanism for response during water drought conditions. The plan is a required document for implementation of the City's General Plan.
- **Well 38 Chlorine System:** The project included installation of a chlorine injection system for Well 38, which ties into Tank 6. The project allowed Tank 6 and the City system to be properly disinfected.
- **Well 41 Alti Var 630 VFD:** This project replaced the existing Variable Frequency Drive for Well 41. The new VFD for Well No. 41 was necessary to supply water primarily to the northeast side of the distribution system located at 11274 W. Fargo Avenue.

Storm Drainage Projects:

- **Stonecrest Basin Pump Equipment Installation:** This project consisted of equipping the Stonecrest Basin with an electrical service, control panel, pump, and related piping equipment for dewatering the basin to accommodate additional development and routine maintenance. This basin was constructed in 1997 with the Stonecrest Subdivision. The basin has a capacity of 36.6 ac.ft., which accommodates the subdivision as well as the discharge from Tank 6 located across the railroad tracks. A storm-drain wet well and related piping exist for the pumping of this basin to the People's Ditch.
- **Pump 49 Upgrade Storm Drain:** This project included installation of equipment to reduce energy costs through utilization of SCE Grant Programs.
- **Bonneyview Basin:** This project consisted of a modification of the ditch and piping structure for the Bonneyview Basin, in order to move water from the Sand Slough Basin to the Bonneyview Basin.
- **Storm Drainage System Oversizing Requirements:** This project utilized funds to reimburse developers that were required to upsize their storm drainage improvements to provide additional capacity, in compliance with the Storm Drainage Master Plan.

- **Curb and Gutter Installation:** This project involved the installation of new or replacement concrete curb and gutter to facilitate proper street drainage. Projects included replacement of existing dilapidated curbs and gutter and installation of new curb and gutter in existing developed areas currently void of these improvements. These improvements were necessary to ensure proper drainage and alleviate localized flooding.
- **Tree Trim/Removal Program:** This project removed trees from ponding basins, in order to allow access for necessary maintenance within the basins, in accordance with the National Pollution Discharge Elimination System maintenance and compliance testing.
- **Storm Drainage Pump Station No. 49 Upgrade:** This project replaced the existing control panel and pumps and guide rail system for Pump Station 49. The project was necessary to increase system reliability and provide a means for adequately maintaining the pump station.

Waste Water:

- **Sewer Main Oversizing Requirements:** This project utilized funds to reimburse developers that were required to upsize their sewer improvements in order to provide additional capacity, in compliance with the City's Sanitary Sewer Master Plan.
- **Unscheduled Main Extensions/Replacements:** This project utilized funds in order to reimburse developers for costs attributed to extending sewer mains beyond their project frontage, in order to provide service to their project as well as funds for emergency repairs on deteriorated or undersized mains within the sewer system.
- **Sewer System Video Inspections:** This project involved video camera inspections of the City's sanitary sewer mains and recording of the resulting data. The mains were videotaped and catalogued as to their condition.
- **12th Avenue Sewer Trunk Main Oversizing:** This project involved reimbursing developers that were required to upsize their trunk sewer main within 12th Avenue to provide additional capacity for future growth.
- **Solids Handling Assessment:** This study provided a plant capacity analysis to determine current and future solids loading and determine (if necessary) the need and type of treatment upgrade needed to handle current and future wastewater flows.
- **Manhole Repair and Coating Project:** This project provided for repair and coating of damaged sanitary sewer manholes and lift stations where corrosion affected concrete surfaces.
- **Hanford Armona Main Exit/Airport:** This project abandoned the existing septic system, extended the existing 12" diameter sewer main to Hanford-Armona Road from Foggy Bottom Drive to the Airport office/Park, and connected to the existing office sewer lateral. Extension of the sewer main east of Foggy Bottom Drive will facilitate further development opportunities.

Public Facilities:

- Courthouse Park Bathroom Renovation: This project involved replacing the deteriorated roof and remodeling the north bathrooms to bring the facility to ADA-compliance.
- City Hall Roof Restoration: This project involved the recoating of the roof's exterior membrane, in order to extend the roof's useful life for a minimum of ten years.
- Police Department Parking Lot Expansion: This project included the reconfiguring and redesign of the existing parking spaces located east of the Police Station, in order to provide for additional and more efficient parking for the Police Station. The project also included fencing and gates to secure the area.
- ADA Building Modifications: This project includes upgrades and improvements to City Facilities, in order to comply with ADA requirements, such as installing electrically operated doors, hand rails at various drinking fountains, lever type door handles, accessibility signs and relocating various mirrors and dispensers, sidewalks, and ramps.
- Fire Station 4 Land Acquisition: This project involved purchasing land for a fire station on the east side of Hanford, in accordance with the 2006 Station Location Study.
- City Hall Men's Bathroom Upgrade: The project required removing the cast iron in the men's bathroom wall, as part of the final phase or replacing the cast iron piping in the common wall between the men's and women's restroom.
- Parking Lot/Alley Seal Coat Treatment: This project included the sealing of City parking lots and alleys to extend the useful life of the pavement surface.
- Fleet Parts Room: This project modified the existing parts room as an office area for the Shop and Parts Specialist.

Services:

- Dangerous Building Abatement: This is an on-going project which facilitates the demolition and removal of dilapidated buildings on private properties, when determined to be unsafe or public nuisances under City or State building or fire codes.

TRANSPORTATION/CIRCULATION

There were no amendments to the Circulation Element during 2021.

The following transportation projects were conducted by the City of Hanford during 2021:

- East Lacey Boulevard Widening/Reconstruction, 10th Avenue to Sierra Drive: this project involved the widening and reconstruction of East Lacey Boulevard, between 10th Avenue and Sierra Drive, to facilitate two lanes in each direction of travel plus turn lanes. Improvements include the reconstruction of existing pavement section, installation of a

new drainage collection/disposal system, installation of curbs, gutters, sidewalks, drive approaches and ADA ramps, installation of a traffic signal system at East lacey Boulevard/Ninth Avenue and installation of additional street lighting.

- **Downtown Pedestrian Safety:** This project utilized funds to improve conditions for pedestrians in the downtown area.
- **Pavement Resurfacing Treatment:** This is an ongoing project that adds pavement resurfacing treatment, a surface protection and pavement preservation treatment to city streets. The project provides surface treatment for approximately seven miles of roadways.
- **Street Median Landscape Renovation:** This project removed existing landscaping and terminated irrigation within median islands, in order to install stamped concrete in the turn pockets until the width of the landscape area was a minimum of 8 feet in width. The project upgraded portions of median islands with new plant material and landscape bark.
- **12th Avenue Widening, Springcrest St. to 500 feet south (West side):** this project involved the installation of curb, gutter, sidewalk and roadway widening along 12th Avenue (west side), from Springcrest Street to a point approximately 500 feet south of Springcrest Street. The project seeks to improve traffic flow capacity and safety by providing an additional travel lane and installing curb, gutter, sidewalk, and street lighting improvements.
- **Sidewalk and Miscellaneous Concrete Repairs:** This is an ongoing project that repairs sidewalks, drive approaches and other concrete improvements where city crews are completing street reconstruction projects or in areas where the improvements are damaged by tree roots.
- **New Sidewalk and ADA Improvements:** This is an ongoing project that installs sidewalks and other concrete improvements in areas currently void of such improvements. Improvement areas are selected along arterial/collector streets with high pedestrian volume and where existing rights-of-ways exist to facilitate sidewalk installation. This project also installs accessibility ramps in compliance with the Americans with Disabilities Act (ADA) standards.
- **Unscheduled Arterial Upgrades and Traffic Signal Installation:** This project utilized funds to reimburse developers who are required to construct qualifying arterial street improvements in excess of their project's transportation mitigation impact fee share.
- **Reclamite Seal Treatment:** This is a project that adds reclamite to preserve city streets. The treatment keeps the pavement surface flexible and reduces asphalt oil content loss. The project provided surface treatment for approximately five miles of arterial/collector streets.

OPEN SPACE, CONSERVATION, AND RECREATION

There were no amendments to the Open Space, Conservation, Safety and Noise Elements during 2021.

The following open space and recreation projects were conducted by the City of Hanford during 2021:

Conservation:

- **Energy Conservation Projects:** This project involved utilizing funds to purchase and install energy saving fixtures and equipment as well as to leverage/match energy efficiency grants that became available and suitable for the City's operation. City buildings and facilities equipped with outdated lighting sources were prioritized for energy efficient improvements. Energy efficiency projects were selected based upon economic benefits as well as compliance with AB 32 and SB 375 mandate.

Park Space:

- **Civic Park Playground Design:** This project designed the new playground adjacent to the Carousel at Civic Park, in order to increase activity within the park. Ultimately, the playground was constructed at Centennial Park and provided the first ADA playground on the South Side of the City.
- **ADA Parks/Recreation Modifications:** the project upgrades park and recreation facilities to conform with ADA requirements. Improvements include modification to restrooms and playground facilities, installation of concrete pathways to various facilities and purchase of ADA-accessible picnic equipment and tables.
- **Design of New Pocket Park:** This project designed a new small park at the site of the old Fire Station located at Lacey Boulevard and Kaweah Street. When construction commences, the project will develop vacant land that is adjacent to other recreational facilities and will capitalize on a location adjacent to the Plunge Swim Complex and the Ford Street Skate Park to allow for additional recreational amenities.
- **Lakewood Park Playground Construction:** This project consists of constructing a new playground structure in the old water well site, which has been removed. The area was formerly void of any amenities or recreational features.
- **Youth Athletic Complex (YAC) Concession Building Restoration:** This project includes the restoration and remodeling of the existing structure and restrooms to include ADA/ABA accessibility to and within the facility, due to current structural and accessibility deficiencies.
- **Indoor Recreational Facility:** This project included the construction of an indoor recreational facility.
- **Longfield Center Renovations:** This project updated the Longfield Center, which has not had a significant improvement or renovation since its construction in 1977, to include new flooring, lighting, paint, and furniture.

- 2010 Plan Projects: This project included providing funding to implement projects identified in the Downtown 2010 plan, including projects that enhance the aesthetics and feel of the Downtown area, such as parking lot upgrades, Civic Park renovations, streetscape improvements, landscaping and street trees, and lighting upgrades.
- Lacey Park Basketball Courts: This project included the removal of three asphalt basketball courts with the replacement of four cement basketball courts and additional lighting to replace the weathered, cracking, and uneven/unsafe courts.
- Hidden Valley Park /Fitness Court: The project was partially funded by a grant award for the installation of a Fitness Court at Hidden Valley Park.

HOUSING ELEMENT

The City of Hanford City Council adopted the Housing Element Update 2016-2024 on January 5, 2016. The Housing Element was approved by Department of Housing and Community Development on March 31, 2016.

In accordance with Section 65400, 65583, and 65584 of the California Government Code, the City is required to prepare an annual report on the status and progress in implementing the City's Housing Element using forms and definitions adopted by the Department of Housing and Community Development. The completed forms for the 2021 calendar year are attached as **Exhibit A** to this report.

GENERAL PLAN COMPLIANCE WITH OPR'S GUIDELINES

As part of the General Plan APR, the City is required to evaluate the degree to which the General Plan complies with OPR's General Plan Guidelines, including new environmental justice considerations, collaborative planning with military lands and facilities, and consultation with Native American Tribes.

While a general plan will contain the community vision for future growth, California law also requires each plan to address the mandated elements listed in Government Code section 65302. The mandatory elements for all jurisdictions are land use, circulation, housing, conservation, open space, noise, and safety. Cities and counties in the San Joaquin Air Pollution Control District must also address air quality in their general plans. Cities and counties that have identified disadvantaged communities must also address environmental justice in their general plans, including air quality.

As described in an earlier section, the Hanford General Plan contains the following required elements, plus an economic development element:

- Land Use
- Circulation
- Conservation
- Open Space
- Noise

- Safety
- Public Facilities and Services
- Economic Development

A document containing Hanford's **Housing Element** was prepared and adopted separately from the rest of the General Plan due to its State mandated deadlines for adoption. Hanford has historically joined Kings County, Corcoran, Lemoore, and Avenal in preparing a combined Housing Element. An updated Housing Element was adopted in 2016 for the time period between January 2016 and January 2024.

A document containing Hanford's **Air Quality Element** was prepared and adopted in 2010. No updates to this document were necessary when the rest of the General Plan was updated in 2017.

Land Use Element:

Required Contents:

Government Code section 65302(a) describes the required content of a land use element. Specifically, the land use element must designate the proposed general distribution, general location, and extent of land uses for:

Addressed:

- ✓ Housing, business, and industry
- ✓ Open space, including agricultural land, watersheds, natural resources, and recreation
- ✓ Recreation facilities and opportunities
- ✓ Educational facilities
- ✓ Public buildings and grounds
- ✓ Future solid and liquid waste facilities
- ✓ Other categories of public and private uses of land, such as marine protected areas

Not Applicable:

- Greenways
- Timberland Preserve Zone lands
- Areas subject to flooding, identified by either flood plain mapping prepared by the Federal Emergency Management Agency (FEMA) or the Department of Water Resources or mapped flood areas adopted by the local community on Flood Insurance Rate Maps
 - o Hanford is located within a 500-year Flood Zone as defined by the Federal Emergency Management Agencies Flood Insurance Maps. Five-Hundred Year Flood describes the flood that has a 0.2 percent chance of being equaled or exceeded in any year. Areas subject to the 500-year flood have a moderate to low risk of flooding. As expected, no floods have occurred in the area during recent years and therefore, there has not been a need to impede or place building restrictions upon development.

Not Addressed:

- Military land use compatibility and impacts to military readiness

Impact of New Growth on Military Readiness Activities Requirement Description:

A land use element must include consideration of impacts to the military's operations. Specifically, Government Code section 65302(a)(2) requires consideration of impacts of land use decisions on military. The law states that the land use element of the general plan shall "[c]onsider the impact of new growth on military readiness activities carried out on military bases, installations, and operating and training areas, when proposing zoning ordinances or designating land uses covered by the general plan for land, or other territory adjacent to military facilities, or underlying designated military aviation routes and airspace" (Gov. Code § 65302(a)(2)).

To encourage collaboration between the military and local jurisdictions and to prevent land use conflicts with military installations and training activities, California law created a notification process to inform the military of local land use proposals that might have an impact on military facilities and operations.

The law requires that local governments:

1. Use development permit applications that identify proposed projects within 1,000 feet of a military installation, beneath a low-level flight path, or within special use airspace and
2. Notify the military when a proposed project, or an updated or revised general plan, might have an impact on military facilities and operations (Gov. Code § 65944(d)).

The California Military Land Use Compatibility Analyst (CMLUCA) can help identify where military operations are in relation to cities and counties. CMLUCA can also generate a report to notify the military when there is a project proposed under military airspace. Military Compatibility Planning Resources

Each city and county should implement a process to identify, coordinate, and assist in resolving potential land use conflicts within nearby military training areas or under military special use airspace to ensure that new development is compatible with military operations and with mission training and testing requirements. New development should be reviewed and regulated to avoid impact to military operations areas (MOAs) and to maintain public safety. The General Plan Mapping Tool and the CMLUCA both can help map locations of military operations. The local jurisdiction should inform the military officials of any changes by school districts, charter schools or other state level agencies that may affect military readiness.

Circulation Element:

The circulation element must, consistent with Government Code Section 65302 (b), include the location and extent of existing and proposed:

Included:

- ✓ Major thoroughfares

- ✓ Transportation routes
- ✓ Terminals
- ✓ Public utilities and facilities

Not applicable:

- Military airports and ports (not within Planning Area)

Housing Element:

State law requires the housing element to address particularly detailed statutory requirements. A housing element must generally include the following parts:

Included:

- ✓ Review of previous element
- ✓ Housing needs assessment
- ✓ Inventory and analysis of adequate sites
- ✓ Analysis of potential governmental and non-governmental constraints
- ✓ Housing policies and programs
- ✓ Quantified objectives

Conservation Element:

The conservation element must address the “conservation, development, and utilization of natural resources including:

Included:

- ✓ Water and its hydraulic force
- ✓ Wildlife
- ✓ Natural Resources
- ✓ Soils

Not Applicable:

- Forests
- Rivers and other waters
- Harbors and fisheries

Open Space Element:

The Government Code § 65560 requires an open space element to contain detailed information about several categories of undeveloped land. Specifically, the open space element must inventory the following broad categories of open space:

Included:

- ✓ Open space for natural resources
- ✓ Open space for outdoor recreation
- ✓ Open space for public health and safety
- ✓ Open space for tribal resources

Not Applicable:

- Open space for military support
- Open space for managed production of resources

Noise Element

Noise is addressed under the Health, Safety, and Noise Element of the General Plan

The noise element should utilize the most accurate and up-to-date information available to reflect the noise environment, stationary sources of noise, predicted levels of noise, and the impacts of noise on local residents. It should be as detailed as necessary to describe the local situation and offer solutions to local noise issues. It must include the considerations of noise levels from:

Included:

- ✓ Highways and freeways
- ✓ Primary arterials and major local streets
- ✓ Passenger and freight online railroad operations and ground rapid transit systems
- ✓ Commercial, general aviation, heliport, helistop, and military airport operations, aircraft overflights, jet engine test stands, and all other ground facilities and maintenance functions related to airport operation
- Local industrial plants, including, but not limited to, railroad classification yards

The noise element should be used to guide decisions concerning land use and the location of new roads and transit facilities since these are common sources of excessive noise levels. Proposed land uses should be analyzed to ensure they are compatible with existing uses in the surrounding area, especially residential developments and sensitive receptors, such as schools, hospitals, and places of worship. Additionally, construction noise, especially in urban areas, can be mitigated with policies such as limiting construction hours or days.

Quantitative analysis of noise appears in the General Plan Environmental Impact Report (EIR). Policy pertaining to noise mitigation appears in the General Plan Policy document.

Safety Element:

The safety element must, consistent with Government Code Section 65302(g), provide for the protection of the community from any unreasonable risks associated with the effects of:

- ✓ Seismically induced surface rupture, ground shaking, ground failure
- ✓ dam failure
- ✓ Subsidence

- ✓ Liquefaction
- ✓ Flooding
- ✓ Wildland and urban fires
- ✓ Climate change – Air Quality Element

Not applicable:

- ✓ Slope instability leading to mudslides and landslides
- ✓ Tsunami, seiche
- ✓ Other seismic hazards identified pursuant to Chapter 7.8 (commencing with Section 2690) of Division 2 of the Public Resources Code, and other geologic hazards known to the legislative body

Environmental Justice:

Senate Bill 1000 (Leyva, 2016) amended Government Code Section 65302 to require that both cities and counties that have disadvantaged communities incorporate Environmental Justice policies into their general plans, either in a separate Environmental Justice element or by integrating related goals, policies, and objectives throughout the other elements upon the adoption or next revision of two or more elements concurrently. The purpose of the legislation is to address the “unique or compounded health risks” in disadvantaged communities by decreasing pollution exposure, increasing community assets, and improving overall health. The law also seeks to facilitate transparency and public engagement in local governments’ planning and decision-making process, reduce harmful pollutants and the associated health risks in environmental justice communities and promote equitable access to health-inducing benefits, such as healthy food options, housing, public facilities, and recreation.

The City does not have a separate Environmental Justice element, however, the City has incorporated Environmental Justice Policies into the General Plan, since the General Plan’s adoption, as follows:

7.6.2 Environmental Justice

State law defines environmental justice as the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies. Environmental justice benefits include attractive and extensive green space, healthier children, fewer school days lost to illness and asthma, a more productive workforce, clean air and water, investment in pollution and noise abatement, and landscape improvements.

Policy H59 Health Initiatives

Facilitate the involvement of community residents, businesses, and organizations in the development, adoption, and implementation of community health initiatives.

Policy H60 Health and Land Use Decisions

Consider environmental justice issues as they are related to potential health impacts associated with land use decisions, including enforcement actions, to reduce the adverse health effects of hazardous materials, industrial activities, and other undesirable land uses on residents regardless of age, culture, ethnicity, gender, race, socioeconomic status, or geographic location.

Policy H61 Public Amenities

Consider environmental justice issues as they are related to the equitable provision of desirable public amenities such as parks, recreational facilities, and other beneficial uses that improve the quality of life.

Policy H62 Public Participation

Assure that all community residents have opportunities to participate in decisions that affect their environment and health, and make accommodations for them to be involved in the decision-making processes.

Policy H63 Use of Communication Tools, New Media, and Technology

Use traditional communication tools as well as new media and technology to provide clear and current information on City processes and decisions and to encourage public participation in City government.

The General Plan is deficient in addressing Environmental Justice in the Air Quality element, specifically.

SB 1000 requires a local government to prepare an EJ Element or integrate EJ-related policies into other elements when both of the following conditions apply:

1. "The concurrent adoption or next revision of two or more other General Plan elements on or after January 1, 2018." For example, if a local jurisdiction is simultaneously updating its Land Use and Circulation elements, it must prepare an EJ Element or integrate EJ policies throughout its General Plan as part of the update.
2. When a local jurisdiction identifies one or more disadvantaged communities (DACs) within its General Plan planning area.

DACs have been identified in the General Plan planning area; therefore, when two or more General Plan elements are amended, incorporation of Environmental Justice into the Air Quality element will be required.

Tribal Consultation - AB 168 Compliance

New state legislation effective on September 25, 2020 requires that this APR include a progress report on adopting or amending the General Plan and/or Open Space Element to ensure compliance with the obligation to consult with California Native American Tribes and to identify and protect, preserve, and mitigate impacts to specified places, features, and objects in Sections 5097.9 and 5097.993 of the Public Resources Code (PRC), described below.

PRC 5097.9 states that no public agency or private party using or occupying public property shall interfere with the free expression or exercise of Native American religion nor cause severe or irreparable damage to any Native American sanctified cemetery, place of worship, religious or ceremonial site, or sacred shrine located on public property. Public property within City limits is exempt, except for parklands in excess of 100 acres. PRC 5097.993 states that a person that excavates, removes, destroys, injures, or defaces certain Native American resources on public or private land (with some exceptions) is guilty of a misdemeanor if committed with specific malicious intent. Protected resources include Native American historic, cultural, or sacred sites on public land or private land that are listed or may be eligible for listing in the California Register of Historic Resources including any historic or prehistoric ruins, any burial ground, any archaeological or historic site, any inscriptions made by Native Americans at such a site, any archaeological or historic Native American rock art, or any archaeological or historic features of a Native American historic, cultural, or sacred site.

In accordance with City policies and state law, tribal consultation is conducted for the following:

- Prior to adoption or amendment of the General Plan or specific plans on or after March 2, 2005, in accordance with Senate Bill 18;
- For Environmental Impact Reports and Negative Declarations effective July 1, 2015 for projects within geographical areas affiliated with tribes, per the California Environmental Quality Act and Assembly Bill 52; and
- For eligible housing projects requesting a streamlined ministerial approval process under Senate Bill 35 as of September 25, 2020, per Assembly Bill 168.

The City's General Plan contains Tribal Consultation requirements, as follows, in accordance with State requirements:

5.6.2 Archaeological Resources

Native Americans have established many places which they consider sacred. Sacred sites vary in form, ranging from settlements where Native Americans lived to specific places of religious significance. Native American sites are confidential and their locations cannot be published. A board-certified archaeologist is qualified to review maps and data to identify their locations.

Policy O46 Archaeological Site Consultation

Consult with appropriate Native American associations about potential archaeological sites in the beginning stages of the development review process.

Policy O47 Archaeological Site Study

Require archaeological studies by a certified archeologist in areas of archeological potential significance prior to approval of development projects.

5.6.3 Cultural Resources

The City has a number of resources within Hanford that contribute to its unique culture, yet are not officially listed as historic resources. The Temple Theater, Fox Theater, Kings Art Center, Old Post Office, Bastille, Hanford Civic Auditorium, and Hanford Veteran's Memorial Building are some of the cultural resources that the City treasures.

Policy O48 Cultural Site Consultation

Consult with the California Archaeological Inventory Southern San Joaquin Valley at California State University, Bakersfield about potential cultural sites on projects that could have an impact on cultural resources.

Policy O49 Cultural Site Discovery

Halt construction at a development site if cultural resources are encountered unexpectedly during construction

Recommendation: It is recommended that updates to the General Plan reference and incorporate further protections for sacred sites and places of worship per State law and the municipal code be updated as needed.

SUMMARY:

The City of Hanford has approved and undertaken several projects, which implement the goals and policies of the General Plan.

The General Plan is comprehensive and generally satisfies the requirements of the Office of Planning and Research, with some deficiencies, including:

1. Incorporation of information pertaining to Military Land Use Compatibility.
2. Explicitly addressing environmental justice in the Air Quality Element
3. Incorporation of further protections for sacred sites and places of worship, per State law.

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://apr.hcd.ca.gov/APR/login.do>

Submittal Instructions

Please save your file as Jurisdictionname2021 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2021.

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. Online Annual Progress Reporting System - Please see the link to the online system to the left. This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.



AGENDA STAFF REPORT

MEETING DATE: 4/5/2022	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 Arthur Brieno

RECOMMENDATION:

That the City Council, by motion, approve the denial of the attached 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: Arthur Brieno.

After review by the City Attorney's office, it is the City Manager's decision to act in accordance with the recommendation of the City Attorney to deny the claim.

FISCAL IMPACT:

ATTACHMENTS:



**AGENDA
STAFF REPORT**

MEETING DATE: 4/5/2022	AGENDA SECTION: A
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SUBJECT:

Council Future Agenda Items

FISCAL IMPACT:

ATTACHMENTS:

Council Future Agenda Items

Council Future Agenda Items				
Originated Date	Item	Originator	Staff Lead	Date Estimate
4/7/20	Discussion of Pay for Parking Options in the Downtown Area	Council Consensus	John Doyel	After presentation of Downtown Plan
6/18/20	Discussion of Courthouse improvements and financing options	Council Consensus	Brad Albert	Delayed pending additional building review
12/21/21	Review of City Ordinance related to property line setbacks for Patio structures and Driveway Awnings	Council Consensus	Tom Webb	5/17/2022
1/18/22	Discussion of options for New Business Incentives in the Downtown District	Council Consensus	Mario Cifuentez	5/3/2022

Attachment: Council Future Agenda Items (Council: Future Agenda Items)