

The City of Hanford
CALIFORNIA



City Council Meeting Agenda

April 19, 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 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. Review and provide direction on the Community Development Block Grant (CDBG) funds and the proposed 2022 Action Plan
- B. Presentation and Council review of the proposed Civic Park Renovation and Improvement Projects

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING :

- A. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION (GC 54956.9

(d)(2)):

Threatened litigation regarding zoning and land use matter.

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

5 potential cases.

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

Property: 113 Court St. (Bastille)
APN: 010-265-001-000
Agency Negotiators: Mario Cifuentez and Ty Mizote
Negotiating Party: Jerry Irons and Greg Enloe

Property: 113 Court St. (Court House)
APN: 010-265-001-000
Agency Negotiators: Mario Cifuentez and Ty Mizote
Negotiating Party: Miles and Anna Dunford

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

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 October 19, 2021 Meeting
- C. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Luis Ramirez Jr.
- D. City Attorney: Second Reading and Adoption of Ordinance No. 22-04, to formalize the CFD tax that has been approved by the owners of land within the CFD; and (ii) authorize the City's Finance director to add the special tax to the tax roll for collection via property tax bills.
- E. Administration: Introduction of Ordinance No. 22-05, Amending Chapter 2.36 of the Municipal Code to create an Alternate seat on the City's Planning Commission.
- F. Public Works: Authorization for the Director of Public Works to send a letter to the Local Agency Formation Commission (LAFCO), requesting the extension of water service for one dwelling in the County of Kings, without annexation by the City of Hanford. (APN 014-240-016, 9991 Country Lane).
- G. Public Work: Authorization for the Director of Public Works to send a letter to the Local Agency Formation Commission (LAFCO), requesting the extension of sewer service for one dwelling in the County of Kings without annexation by the City of Hanford. (APN 007-010-012, 7076 11th Avenue).
- H. Fire: Authorization to award a contract to Robinson's Interiors of Hanford, CA, in the amount of \$48,150 and establish a contingency of \$4,815 (10%), for the Removal and Replacement of Flooring at Fire Stations 1 and 2.
- I. Finance: Receive and File the City of Hanford's Quarterly Investment Portfolio and Transactions Reports

PUBLIC HEARINGS:

Public Hearing to consider the issuance of private activity bonds by the California Statewide Communities Development Authority in support of the Northstar Apartments project (TEFRA Hearing) and Adoption of Resolution No. 22-10-R.

GENERAL BUSINESS:

Police: Introduction of Ordinance No. 22-03 and Compliance Policy 706 for Military equipment reporting as mandated by the State under AB481.

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)

Council Future Agenda Items

Upcoming Events and Important Dates:

April 22: Goodwill Hanford Superstore Grand opening & ribbon cutting 700 N. 11th Ave. 9:30 am
 April 23: Autism Awareness 5K Run/Walk 10:00 am in Civic Park www.runsignup.com

April 23: Daddy Daughter Dinner & Dance Civic Auditorium 6:00 pm-9:00 pm (Register: https://apm.activecommunities.com/hanfordrec/Activity_Search/7167)

May 3: Regular City Council Meeting

ADJOURNMENT:

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

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



AGENDA STAFF REPORT

MEETING DATE: 4/19/2022	AGENDA SECTION: A
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SUBJECT:

Review and provide direction on the Community Development Block Grant (CDBG) funds and the proposed 2022 Action Plan

RECOMMENDATION:

See staff report, attached.

FISCAL IMPACT:

ATTACHMENTS:

Staff Report CDBG – 2022 Action Plan (1)

Guide to Understanding CDBG PROGRAM EXHIBIT A

Funding Recommendations Action Plan 2022.23 EXHIBIT B

**CITY OF HANFORD CITY COUNCIL
STAFF REPORT**

MEETING DATE: Tuesday, April 19, 2022

SUBJECT: 2022-2023 Annual Action Plan
Community Development Block Grant (CDBG)

FROM: Community Development-Housing

STAFF RECOMMENDATION

Review and provide direction on the U.S. Department of Housing and Urban Development (HUD) proposed 2022 Action Plan CDBG activities and programs.

BACKGROUND

The City of Hanford receives funds annually from the U.S. Department of Housing and Urban Development (HUD) as an entitlement city under the Community Development Block Grant (CDBG) Program authorized under Title I of the Housing and Community Development Act of 1974. The CDBG program is the principal Federal program providing localities with grants to devise innovative and constructive neighborhood approaches to improve the physical, economic, and social conditions in their communities through “the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate-income.” Additional program information is attached in **EXHIBIT A**.

As an entitlement city under the CDBG program, the City of Hanford receives funds annually on a formula grant basis. Hanford has historically expended all of its CDBG funds on projects benefiting low- and very-low-income persons. HUD regulations require all CDBG funded activities to meet one of the three national objectives:

1. Benefit low-and very-low-income persons;
2. Aid in the prevention or elimination of slums or blight; or
3. Meet other community development needs having particular urgency or posing a serious and immediate threat to the health or welfare of the community.

All of the proposed projects for Hanford would meet the first objective of benefiting low-and very-low-income persons.

Consolidated Plan

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 the City Council approved on May 7, 2019. The ConPlan serves as the blueprint for community development activity in the City and the use of CDBG funds.

Annual Action Plan

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.

- The Annual Action Plan identifies the projects and programs to be undertaken during the upcoming fiscal year and the proposed objectives and outcomes to be achieved within the overall context of the Five-Year Consolidated Plan; and

- The Annual Action Plan acts as the City's application process for federal formula grants, It is principally comprised of the Community Development Block Grant (CDBG) program.

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. THIS AMOUNT WILL BE UPDATED once HUD releases the FY22/23 CDBG entitlement allocations.

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. The total funds recommended for 2022/23 by eligibility category are as follows:

Housing (Housing Rehabilitation)	\$200,000
Rental Housing Rehabilitation – Sunrise Apartments	\$188,000
Public Services	\$ 83,818
TOTAL PROGRAMMATIC FUNDS (80%)	\$471.818
ADMINISTRATION (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. The proposed projects and funding are summarized in **EXHIBIT B**.

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. The proposed 2022-2023 Action Plan draft will be available for a minimum thirty-day (30) public comment period, which opened on April 11, 2022. Staff will conduct a public hearing, adopt the tentative plan on May 3, 2022, but continue to accept public comment until May 12, 2022.

PUBLIC COMMENTS

Notice of the public hearing before the City of Hanford City Council was published on April 8 in the *Hanford Sentinel*. No public comments have been received as of the date of preparation of this report.

FISCAL IMPACT

This action is a prerequisite to ensuring the City can receive its anticipated \$558,523 CDBG entitlement funds.

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

EXHIBIT A

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, and 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 the 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 specific 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 and 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.

EXHIBIT B

Community Development Block Grant (CDBG) Funding Recommendations Action Plan 2022

Based on the estimated 2022-23 allocation of \$558,523 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

Funding Projects and Activities 2022-2023

Planning and Administration: Subject to 20% of the yearly allocation.

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 City awarded \$238,702 CDBG-CV3 funds in 2020 to assist in converting the 22 units at Stardust Motel to Sunrise Apartments. These additional funds will rehabilitate an interim housing unit at Motel Stardust to convert it to a permanent housing unit. ***The scope of work includes modifying twenty-two efficiency units***

to meet HUD Housing Quality Standards. In all units, modifications will include new paint, new window blinds and furniture, flooring repair and replacement, bathroom sink and shower replacement, full kitchens added, walk-in closet added, and some electrical, mechanical, and plumbing upgrades. In addition to the residential spaces, the management office and residence will be converted into a 1-bedroom apartment for staff and a property manager's office, a serviced office and shared bathroom facilities. The parking lot will be stripped and adjusted to allow for additional parking and new bike racks. By the Site Plan Review conducted by the County of Kings, the project scope also includes adding a new parking lot. The laundry facilities will be redesigned to accommodate ADA upgrades. Life-safety updates will consist of prefabricated staircases replaced on the exterior of the building and exterior railings updated to meet code requirements. Units will be converted from interim to permanent housing one by one as the timing of project funds allows.

Public Services: Subject to 15% of the yearly allocation.

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,~~

Canceled recommendation – The City of Hanford applied for a grant to assist those facing hardship.

Kings Commission on Aging-Senior Meals:

Staff requests **\$58,818** 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.

“Backup” Projects

Backup Projects - The Annual Action Plan contains a list of projects funded for the program year with funding anticipated. During each program year, however, additional funding may become available due to program income, projects completed below budget, or projects canceled or delayed due to a variety of reasons. Therefore, a list of affordable housing, public facility, infrastructure improvement projects, and public services (subject to the 15% cap) be included in the Annual Action Plan and approved by the City Council for funding as backup projects. The City may activate these backup projects when funding becomes available. The City receives HUD approval for these backup projects and the approved and funded projects as part of its approval for the Annual Action Plan. Initiation and funding of these projects do not constitute a “substantial amendment,” as defined above.

Preferential consideration will be given to those projects that demonstrate the ability to spend CDBG funds on time, consistent with the City’s goal to meet CDBG timeliness rules, as well as those projects that meet the community’s needs defined in the Consolidated Plan.

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
Public Facility and Improvements	\$200,000

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.



AGENDA STAFF REPORT

MEETING DATE: 4/19/2022	AGENDA SECTION: B
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SUBJECT:

Presentation and Council review of the proposed Civic Park Renovation and Improvement Projects

RECOMMENDATION:

That the City Council receive a presentation regarding the proposed Civic Park Renovations and Improvement Project and provide direction to staff regarding the scope of the project and moving a project forward.

BACKGROUND:

On January 18, 2022, the staff brought this conceptual project for Council's review and direction. Council referred the project to the Parks and Recreation Commission for review. On February 14, 2022, staff presented the project to the Commission, who were highly supportive. The Chair directed staff to conduct a community-based planning meeting to garner input from community members.

At dusk on April 5, 2022, a special meeting of the Commission and the community-based planning meeting was held at Courthouse Square. Twenty-nine people attended the meeting, and the Hanford Elks Club provided churros and a large American flag. An overview of the project was given, a walking tour of the park was conducted, and many questions were answered. Upon returning to Courthouse Square, the participants were given three colored dots to vote for the various options.

In addition, an online survey of the various options was published from February 28 to March 18. One hundred-seven people responded to this survey. Below are the cumulative community survey results:

Question	Yes	% Yes	No	% No	Total
Court Street Promenade	110	76.9%	33	23.1%	143
Keep patio at the Bastille	42	30.9%	94	69.1%	136
Hardscape center rectangle area in front of Civic	104	73.2%	38	26.8%	142
Add a restroom to the park	121	87.7%	17	12.3%	138
Add lighting to the park	120	86.3%	19	13.7%	139

Because of the potential cost of the total project and concerns with funding, staff is only recommending moving forward with the infrastructure portion of the original project scope. The proposed project would include the electrical infrastructure design, new/enhanced lighting of the park, and construction of a second restroom in the northeast section of the park.

Electrical Infrastructure and lighting

During the Winter Wonderland event, a lesson learned was the need for increased electrical and natural gas infrastructure within the park. To freeze the ice skating rink, a chiller unit requires a 480 volt/Three-Phase power supply. The closest transformer connection is located on the west side of the Courthouse. A sizeable external power cable was placed, posing safety and accessibility issues for people entering the park from Irwin Street. In addition, as the popularity of food trucks and vendors increases, the need for additional electrical connections is needed to provide the power requirements. It reduces the need for excessive extension cords.

Additional Restroom

During regular public park hours, the existing restroom facility meets the demands of the public. However, during special events, the demand exceeds the capacity. Therefore, the staff recommends an additional pre-fabricated restroom be placed in the Northeast corner of the park adjacent to the east wing of the Civic Auditorium. This restroom will serve the needs of the park and decrease the need for portable toilets during significant community events (see attached schematics and floorplan). The bathroom would be designed with clay tile and be surfaced with red brick to match the existing architectural nature of the park and surrounding historical buildings.

Recent incidents of vagrancy and uncleanliness in and around the existing restrooms have led to possibly moving the location of daily park restrooms to the proposed new site while utilizing the existing restrooms for special events. The proposed area adjacent to the Police Station and Douty Street may deter future deviant behavior.

Cost Estimates

Cost estimates were derived by obtaining actual bids from contractors and vendors. 4Creeks Engineering also reviewed the calculations and concurred. A 15% contingency has been added to reflect price escalation.

Cost estimates were derived by obtaining actual bids from contractors and vendors. 4Creeks Engineering also reviewed the calculations and concurred. A 15% contingency has been added to reflect price escalation.

Task	Cost Estimate
Design (8% of sub-total)	\$60,000
Electrical infrastructure #1 <i>(Three-phase, 480 volt, 400 amps)</i>	\$115,000
Electrical infrastructure #2 <i>(wiring new light poles, outlets for vendors)</i>	\$65,000
New lighting <i>(34 new light poles with electrical outlets. Lighting for trees.)</i>	224,400
Restroom <i>(Pre-fabricated, four stalls, outdoor sink)</i>	\$334,400
Sub-Total	\$798,800
Contingency @ 15%	\$119,820
TOTAL	\$918,620

Civic Park is an iconic place near and dear to many Hanford residents. It has become the premier special events venue and home of many of Hanford's special gatherings and events. These events include the Thursday Night Market, Winter Wonderland Event, Annual Renaissance Fair, concerts, and car shows. Together, these events total 115 event days annually. These events attract thousands of visitors and bring the community together while also attracting regional visitors, thereby creating economic development for the downtown businesses.

During these events, the increase in foot traffic and demand for the park has created increased maintenance demands on the grass areas, restrooms, and utility infrastructure. To meet the changing needs of this cherished park, we are recommending a renovation project that would reduce maintenance, improve the user experience, enhance accessibility, improve the flexibility of the space, and enhance the historic nature of the park.

FISCAL IMPACT:

Should Council decide to direct staff to pursue the proposed electrical and restroom improvements for Civic park, \$918,620 in funding would be needed to fully fund the project.

ATTACHMENTS:



**AGENDA
STAFF REPORT**

MEETING DATE: 4/19/2022	AGENDA SECTION: B
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SUBJECT:

City Clerk: Approval of the Minutes of the October 19, 2021 Meeting

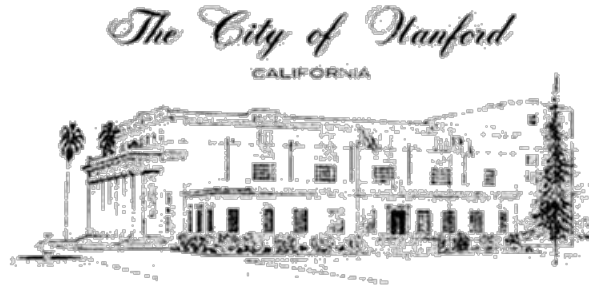
Recommendation:

Approve the minutes of the October 19, 2021 Meeting.

FISCAL IMPACT:

ATTACHMENTS:

10.19.2021



CITY COUNCIL MEETING MINUTES

**October 19, 2021 7:00 PM
Council Chambers
400 N. Douty St.**

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

Mayor Ramirez called the meeting to order at 5:30 p.m.

ROLL CALL BY THE CITY CLERK:

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

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.*

*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:

Review of the Parks Resource Officer program and direction from Council on the future of the program

Police Chief Parker Sever presented the new police department Parks Resource Officer's patrol truck. He also provided an overview of the 6-month pilot program. The selected Parks Resource Officer, Domingo Bursiaga discussed his experience during the pilot program. He also shared the some of the publics feedback. Off. Bursiaga answered questions from the Council. Parks Maintenance employees Jeremy Stryde and Brandon Jackson provided their feedback and spoke in support of the program. The Council discussed the program and shared their concerns regarding weekend patrol. Chief Sever addressed the Council's questions and concerns. After a lengthy discussion, the Council spoke in favor of approving the permanent position. The Council directed staff to bring back an agenda item of adding an allocated position to the Police Department for review and consideration.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

Attachment: 10.19.2021 (Clerk: 10.19.2021 Minutes)

City Attorney Ty Mizote requested to add the discussion of the City Farm Industries, Inc. lease to closed session for the Council's review and direction. Council approved to add the item. (5/0)

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

Property: 266 Gilkey Ln.
 APN: 012-232-077 & 012-340-039
 Agency Negotiators: Mario Cifuentez, Ty Mizote, and Brad Albert
 Negotiating Party: Kings Rehabilitation Center

Property: The western portion of APN 011-090-034
 Agency Negotiators: Mario Cifuentez and Ty Mizote
 Negotiating Party: Carvalho Construction

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

One potential case.

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	5:20 PM
Art Brieno	Council Member	Present	5:29 PM
Kalish Morrow	Council Member	Present	5:15 PM
Amanda Saltray	Council Member	Present	5:20 PM
Francisco Ramirez	Mayor	Present	5:15 PM

INVOCATION:

The invocation was led by Pastor Mike Weatherly.

FLAG SALUTE:

The flag salute was led by Mayor Ramirez.

CLOSED SESSION ACTION REPORT:

None.

RECOGNITIONS/PROCLAMATIONS:

Introduction of New Police Officers

Chief Parker Server introduced the new Police Officers: Kayla Smith, Anthany Zamora, and Maria Lara.
 City Clerk Natalie Corral administered the oath to the new officers.

STAFF COMMUNICATIONS:

Police Chief Parker Sever provided a departmental update. Parks and Community Services Director Brad Albert announced upcoming events.

City Manager Mario Cifuentez discussed the quarterly sales tax report and the meetings he attended.

Attachment: 10.19.2021 (Clerk: 10.19.2021 Minutes)

COUNCIL REPORTS/COMMENTS:

Vice Mayor Sharp discussed the meetings she attended.

Council Member Morrow attended the Public Works BBQ and other events in the community.

Council Member Brieno discussed the events he attended.

Council Member Saltray discussed the community events she attended.

Mayor Ramirez discussed the city events and meetings 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.*

Kings United Way Executive Director Nanette Villarreal, Hanford Chamber of Commerce Executive Director Amory Marple, Board Member of the Hanford Chamber of Commerce Kristine Lee, Tana Elizondo, Amy McMahon, Hanford Chamber of Commerce Board President John Umscheid, and Laurel Chavez spoke in opposition to the Chamber Ad-Hoc Subcommittee's recommendation to terminate the contract with the Hanford Chamber of Commerce.

Jeremy Marple on behalf of Joanne Doeter, read a letter in opposition to the Chamber Subcommittee's recommendation to terminate the contract with the Hanford Chamber of Commerce.

Alan Laird commented on the Hanford Soccer Complex (Soc Com).

Ashlynn See, business owner of 2 businesses in downtown Hanford, expressed her concerns of the pest control issue in her business located on Seventh Street.

Sylvia Gonzalez, on behalf of Mary Mendoza requested to place a plaque on a bench in Civic Park to honor of Steve Perry.

Bob Ramos commented on the City Attorney RFP. He also commented on the Chamber Subcommittee's recommendation to terminate the contract with the Hanford Chamber of Commerce.

William Harman commented on Rogers Road.

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 B [Public Works: Authorization to award contract to Kenneth Schmidt and Associates of Fresno CA, in the amount of \$68,390 for the Hydrogeologic Testing Phase of the FY 21/22 New Water Supply Wells Project].

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. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.
- B. Public Works: Adoption Resolution 21-45-R, thereby approving and adopting the 2020 Water Shortage Contingency Plan (WSCP) for the City of Hanford.
- C. Public Works: Adoption of Resolution 21-46-R, thereby approving and adopting the 2020 Urban Water Management Plan for the City of Hanford.
- D. Police: Second Reading 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.

PULLED ITEMS:

- 1. Public Works: Authorization to award contract to Kenneth Schmidt and Associates of Fresno CA, in the amount of \$68,390 for the Hydrogeologic Testing Phase of the FY 21/22 New Water Supply Wells Project.

[Item E]

Pulled by Council Member Brieno.

Public Works Director discussed the hydrogeologic testing phase process and answered questions from Council Member Brieno.

Motion to approve.

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

8:00 PM PUBLIC HEARING:

Clerk: Conduct a Public Hearing to receive input from the community regarding the redrawing of City Council election district boundaries as required under the redistricting process

Mayor Ramirez opened the public hearing at 8:00 p.m. and called for the staff report. Best Best & Krieger consultant Tyler Anthony presented the staff report and provided an overview of the redistricting process and requirements. Mr. Anthony answered questions from the Council. The Council discussed community efforts and provided their suggestions.

Public comment:

Attachment: 10.19.2021 (Clerk: 10.19.2021 Minutes)

Chris Jordan asked questions regarding community outreach and shared some of his ideas. City Manager Cifuentez responded to his questions.

No formal action was required. Mayor Ramirez closed the public hearing 8:25 p.m.

GENERAL BUSINESS:

- A. Parks and Community Services: Review and Approval of an annual Lease Agreement with Kings Rehab, for the Hanford Soccer Complex (Soc Com), at an annual cost of \$24,000, Appropriation of funding to cover the lease payment and annual maintenance expenses and Adoption of Resolution No. 21-47-R, Authorizing the submittal of an application for the Rural Recreation and Tourism grant for the acquisition and development of the Soc Com facility

Parks and Community Services Director Brad Albert discussed the annual lease agreement with Kings Rehab, for the Hanford Soccer Complex (Soc Com), appropriation of funding, and the adoption of Resolution No. 21-47-R. Staff answered questions from the Council.

Motion to approve:

1. Lease Agreement for the Hanford Soccer Complex (Soc Com).

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

2. Appropriation from the General Fund of \$98,915 to fund operational costs.

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

3. Appropriation from the Accumulated Capital Outlay (ACO) Fund of \$61,500 for repairs and upgrades to the facility.

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

4. Resolution 21-47-R for the submittal of the Rural Recreation and Tourism grant application for the acquisition and development of the Soc Com.

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

B. Police: Consideration of adoption of Resolution 21-44-R, to allow for an increase in the maximum number of Retail Storefront dispensaries for cannabis business permits.

Police Chief Parker Sever presented and discussed Resolution 21-44-R and invited questions from the Council.

Motion to approve.

RESULT:	APPROVED [3 TO 2]
MOVER:	Kalish Morrow, Council Member
SECONDER:	Francisco Ramirez, Mayor
AYES:	Morrow, Saltray, Ramirez
NAYS:	Sharp, Brieno

C. Council: Consideration of a recommendation from the Chamber Ad-Hoc Subcommittee to terminate the existing contract with the Chamber of Commerce, effective December 31, 2021.

City Manager Mario Cifuentez provided brief background of Chamber's contract. The Subcommittee Council Member's Morrow and Saltray provided their feedback regarding their recommendation to terminate the contract. After a lengthy discussion, it was the consensus of the Council to follow through with the Committees recommendation. City Manager Cifuentez and the Chamber Executive Director Amory Marple answered questions from the Council.

Motion to terminate the contract after the last quarterly payment.

RESULT:	APPROVED [4 TO 1]
MOVER:	Art Brieno, Council Member
SECONDER:	Francisco Ramirez, Mayor
AYES:	Sharp, Brieno, Saltray, Ramirez
NAYS:	Morrow

COUNCIL FUTURE AGENDA ITEMS:

Council Future Agenda Items

Council Member Brieno commented on the RFP for City Attorney Services. City Manager Cifuentez provide an update for the RFP process.

Council spoke in support of the requested plaque in Civic Park and directed staff to add the item to the Parks and Recreation Commission agenda.

Council Member Saltray provided the details for her upcoming Town Hall meeting.

ADJOURNMENT:

Mayor Ramirez adjourned the meeting at 9:11 p.m.

Respectfully submitted,

Natalie Corral
City Clerk

Attachment: 10.19.2021 (Clerk: 10.19.2021 Minutes)



AGENDA STAFF REPORT

MEETING DATE: 4/19/2022	AGENDA SECTION: C
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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 Luis Ramirez Jr.

RECOMMENDATION:

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

BACKGROUND:

A claim for damages against the City was received by the following claimant: Luis Ramirez Jr.

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

FISCAL IMPACT:

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 4/19/2022

AGENDA SECTION: D

SUBJECT:

City Attorney: Second Reading and Adoption of Ordinance No. 22-04, to formalize the CFD tax that has been approved by the owners of land within the CFD; and (ii) authorize the City's Finance director to add the special tax to the tax roll for collection via property tax bills.

RECOMMENDATION:

It is recommended that the Council, by motion, waive the second reading of and adopt Ordinance 22-04.

Recommended Motion: I move that the Council waive the second reading of Ordinance 22-04 and that the Council adopt the Ordinance.

BACKGROUND:

At its April 5, 2022 meeting, the City Council adopted Resolution No. 22-11-R, which formed Community Facilities District No. 22-01 (Live Oak) ("CFD").

The Council also adopted Resolution 22-12-R on April 5, which called an election for the approval of: (i) special tax to be levied by the CFD; and (ii) the CFD's appropriations limit for its first year of operations.

Since all of the owners of land within the CFD's boundaries, including the owners of seven existing homes, waived election formalities, the ballots that had been returned were canvassed and the election results were announced at the April 5 meeting. Through the adoption of Resolution 22-13-R, the Council determined that a total of three hundred fifty-nine votes could have been cast by landowners. All but one landowner returned ballots prior to the April 5 meeting. The returned ballots represented two hundred seventy-four votes, and all two hundred seventy-four votes were cast in favor of the CFD special tax and the proposed appropriations limit. There are seven sets of owners of existing homes within the CFD, and all seven voted in

favor of the special tax. The voters approved: (i) an initial annual tax of \$897.00 per developed lot and “final mapped” lot and \$3,885.00 per acre for non-residential property; and (ii) an initial appropriations limit of \$1,153,806.00.

Adoption of Ordinance 22-04 will: (i) formalize the CFD tax that has been approved by the owners of land within the CFD; and (ii) authorize the City’s Finance director to add the special tax to the tax roll for collection via property tax bills.

ATTACHMENT: Ordinance 22-04.

FISCAL IMPACT:

ATTACHMENTS:

2022.04.08 Ordinance Approving Tax Levy - FINAL

2022.04.12 Staff Report - CFD Tax Levy Ordinance (2)

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: 2022.04.08 Ordinance Approving Tax Levy - FINAL (City Att: Ordinance 22-04)



AGENDA

STAFF REPORT

MEETING DATE:	AGENDA SECTION:
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TO: Mayor and City Council

FROM:

DATE:

SUBJECT:

APPROVED

DEPARTMENT HEAD _____

CITY ATTORNEY _____

CITY MANAGER _____

RECOMMENDATION:

It is recommended that the Council, by motion, waive the second reading of and adopt Ordinance 22-04.

Recommended Motion: I move that the Council waive the second reading of Ordinance 22-04 and that the Council adopt the Ordinance.

BACKGROUND:

At its April 5, 2022 meeting, the City Council adopted Resolution No. 22-11-R, which formed Community Facilities District No. 22-01 (Live Oak) (“CFD”).

The Council also adopted Resolution 22-12-R on April 5, which called an election for the approval of: (i) special tax to be levied by the CFD; and (ii) the CFD’s appropriations limit for its first year of operations.

Since all of the owners of land within the CFD’s boundaries, including the owners of seven existing homes, waived election formalities, the ballots that had been returned were canvassed and the election results were announced at the April 5 meeting. Through the adoption of Resolution 22-13-R, the Council determined that a total of three hundred fifty-nine votes could have been cast by landowners. All but one landowner returned ballots prior to the April 5 meeting. The returned ballots represented two hundred seventy-four votes, and all two hundred seventy-four votes were in favor of the CFD special tax and the proposed appropriations limit. There are seven sets of owners of existing homes within the CFD, and all seven voted in favor of the special tax. The voters approved: (i) an initial annual tax of \$897.00 per developed lot and “final mapped” lot and \$3,885.00 per acre for non-residential property; and (ii) an initial appropriations limit of \$1,153,806.00.

Adoption of Ordinance 22-04 will: (i) formalize the CFD tax that has been approved by the owners of land within the CFD; and (ii) authorize the City’s Finance director to add the special tax to the tax roll for collection via property tax bills.

Attachment: 2022.04.12 Staff Report - CFD Tax Levy Ordinance (2) (City Att: Ordinance 22-04)

ATTACHMENT: Ordinance 22-04.



AGENDA STAFF REPORT

MEETING DATE: 4/19/2022	AGENDA SECTION: E
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SUBJECT:

Administration: Introduction of Ordinance No. 22-05, Amending Chapter 2.36 of the Municipal Code to create an Alternate seat on the City's Planning Commission.

RECOMMENDATION:

That the City Council, by motion, Introduce and waive the first reading of Ordinance No. 22-05 Amending Chapter 2.36 of the Municipal Code to create an Alternate seat on the City's Planning Commission.

BACKGROUND:

At the September 21, 2021, Council meeting, Council adopted a comprehensive update to the City's Municipal Code, related to City Commissions. Part of that update included:

- Setting the number of commissioner seats at five (5) for all City Commissions
- Allowed for members to remain seated, past term expiration, to allow Council ample time to appoint new members.
- Established a lower threshold of absences for members to insure commissioners remain engaged in matters related to those commissions

Despite all of the changes, the City has continued to struggle to fill all seats on the Planning Commission and maintaining a quorum has been even more difficult. There have been many occasions, over the past few months, where Commission meetings have had to be canceled and ultimately resulted in delays for proposed projects within the City.

After advertising the vacant Planning Commission seat through Social Media and a flyer in the City's Utility Bill, the City was finally successful in receiving numerous applications. As staff is currently reviewing the applications, it became apparent that it would be prudent to create an alternate seat on the Planning commission that will be allowed to participate in deliberations, but

shall not vote unless at least one (1) commissioner is absent or abstains from a matter due to an actual or potential conflict of interest.

If adopted by Council, staff will utilize the existing applicant pool to recommend appointees to Council to fill both the current vacant position as well as the Alternate position.

FISCAL IMPACT:

No Impact

ATTACHMENTS:

Planning Commission Alternate Ordinance
2.36 Planning Commission Alternate - Final
2.36 Planning Commission Alternate - redline

ORDINANCE NO. 22-05

AN ORDINANCE AMENDING HANFORD MUNICIPAL CODE CHAPTER 2.36
RELATING TO THE CREATION OF THE PLANNING COMMISSION.

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

Section 1: Hanford Municipal Code Chapter 2.36 contains regulations relating to the establishing of the City’s Planning Commission.

Section 2: The regulations contained in Chapter 2.36 were amended in 2021 but the Council has determined that the chapter needs an update for the effective operation and administration of the City’s Planning Commission.

Section 3: The City Council of the City of Hanford does ordain that Chapters 2.36 of the Hanford Municipal Code is hereby amended and restated as shown in the attached Exhibit “A”, which is incorporated herein by reference.

Section 4: This ordinance shall take effect thirty (30) days after its passage and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage or a summary of this ordinance shall be published in the Hanford Sentinel in a manner consistent with the requirements of the California Government Code.

Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on _____, 2022, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED

Kalish Morrow
MAYOR of the City of Hanford

ATTEST:

NATALIE CORRAL
CITY CLERK

Attachment: Planning Commission Alternate Ordinance (Admin: Planning Commission Alternate)

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

I NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Hanford on the 19th day of April, 2022, and it was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the day ____ of _____, 2022.

NATALIE CORRAL
CITY CLERK

Attachment: Planning Commission Alternate Ordinance (Admin: Planning Commission Alternate)

Exhibit “A”

Chapter 2.36 PLANNING COMMISSION

A. There is created a planning commission which shall consist of five (5) members and one (1) alternate, appointed in accordance with Section [2.20.030](#).

B. Notwithstanding subsection A., present members of the existing planning commission shall hold office for the balance of their respective terms. Thereafter, appointments shall be made for four (4) year terms, including the alternate.

C. If a vacancy shall occur other than by expiration of a term, a new commissioner shall be appointed in the manner as set forth in section 2.20.030.

D. The alternate may participate in deliberations, but shall not vote unless at least one (1) commissioner is absent or recuses himself or herself from a matter due to an actual or potential conflict of interest.

E. The director of the community development department or designee shall serve as secretary to the commission.

F. The planning commission shall have the powers and duties provided by the California [Government Code](#) and the Hanford Municipal Code. The planning commission shall also perform any other functions which may be assigned by the city council.

G. The planning commission may employ or contract with planning consultants, engineers, or other city planning specialists provided such employment has first been authorized by the city council and all expenditure of city funds shall be subject to prior approval by the city council. (Ord. 21-05 § 3, 2021; Ord. 17-01 § 2, 2017; Ord. 15-13 § 3, 2015; prior code § 2-8.10)

Chapter 2.36 PLANNING COMMISSION

2.36.010 Planning commission.

A. There is created a planning commission which shall consist of five (5) members and one (1) alternate, appointed in accordance with Section [2.20.030](#).

B. Notwithstanding subsection A., present members of the existing planning commission shall hold office for the balance of their respective terms. Thereafter, appointments shall be made for four (4) year terms, including the alternate.

C. If a vacancy shall occur other than by expiration of a term, a new commissioner shall be appointed in the manner as set forth in section 2.20.030.

D. The alternate may participate in deliberations, but shall not vote unless at least one (1) commissioner is absent or recuses himself or herself from a matter due to an actual or potential conflict of interest.

E. The director of the community development department or designee shall serve as secretary to the commission.

F. The planning commission shall have the powers and duties provided by the California [Government Code](#) and the Hanford Municipal Code. The planning commission shall also perform any other functions which may be assigned by the city council.

G. The planning commission may employ or contract with planning consultants, engineers, or other city planning specialists provided such employment has first been authorized by the city council and all expenditure of city funds shall be subject to prior approval by the city council. (Ord. 21-05 § 3, 2021; Ord. 17-01 § 2, 2017; Ord. 15-13 § 3, 2015; prior code § 2-8.10)

Chapter 2.36 PLANNING COMMISSION

2.36.010 Planning commission.

A. There is created a planning commission which shall consist of five (5) members and one (1) alternate, appointed in accordance with Section 2.20.030.

B. Notwithstanding subsection A., present members of the existing planning commission shall hold office for the balance of their respective terms. Thereafter, appointments shall be made for four (4) year terms, including the alternate.

C. If a vacancy shall occur other than by expiration of a term, a new commissioner shall be appointed in the manner as set forth in section 2.20.030.

D. The alternate may participate in deliberations, but shall not vote unless at least one (1) commissioner is absent or recuses himself or herself from a matter due to an actual or potential conflict of interest.

EE. The director of the community development department or designee shall serve as secretary to the commission.

ED. The planning commission shall have the powers and duties provided by the California Government Code and the Hanford Municipal Code. The planning commission shall also perform any other functions which may be assigned by the city council.

GE. The planning commission may employ or contract with planning consultants, engineers, or other city planning specialists provided such employment has first been authorized by the city council and all expenditure of city funds shall be subject to prior approval by the city council. (Ord. 21-05 § 3, 2021; Ord. 17-01 § 2, 2017; Ord. 15-13 § 3, 2015; prior code § 2-8.10)



AGENDA STAFF REPORT

MEETING DATE: 4/19/2022	AGENDA SECTION: F
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SUBJECT:

Public Works: Authorization for the Director of Public Works to send a letter to the Local Agency Formation Commission (LAFCO), requesting the extension of water service for one dwelling in the County of Kings, without annexation by the City of Hanford. (APN 014-240-016, 9991 Country Lane).

RECOMMENDATION:

That the City Council, by motion, authorize the Director of Public Works to send a letter to the Local Agency Formation Commission (LAFCO) requesting the Extension of Water Services for one dwelling located in Kings County at 9991 Country Lane (APN 014-240-016), without annexation by the City of Hanford.

BACKGROUND:

The City of Hanford has been approached by a property owner requesting to connect to City water system to service one existing single-family residential dwelling. Upon connection, the applicant would be subject to all applicable City of Hanford codes, regulations, fees and related requirements associate with the connection of City water services within the City of Hanford service area. Attached for Council review is a letter from the property owner requesting water services.

City staff recommends approval of the request letter to LAFCO for the connection of water service based upon the conditions below:

1. Applicant to pay for the LAFCO Connection of Services fees.
2. Approval by LAFCO for the applicant to connect to City Water lines without annexation into the City of Hanford.
3. The property owner will be required to pull a City of Hanford Encroachment Permit to cover the following:

- a. All work to be done in accordance with currently adopted State and local Building Codes and Standards
- b. Installation of a minimum 1" water tap and water service line per City of Hanford Improvement Standards, subject to approval by the County of Kings and the City of Hanford. Service will connect from Lacey Boulevard
- c. Installation of a minimum 1" water meter per City of Hanford Improvement Standards, at a location to be approved by both the County of Kings and the City of Hanford
- d. All normal City of Hanford fees (including impact fees) associated with this project must be paid.
- d. The applicant will enroll for City water service at the time the permit is pulled and issued.
4. The water connection will be located as close as possible to the water main in the same manner as others who have made similar connections to the City's mains for their individual water services, as approved by both the County of Kings and the City of Hanford. The City will in no way be responsible for the water line from the service connection at the tap into the main to the house.
5. Applicant shall additionally apply for a Kings County Building Permit for all work performed outside of right of way.
6. All work and materials are to be provided at the sole expense of the applicant.

FISCAL IMPACT:

There is no cost to the City. The property owner will hire a contractor to perform the work, and will pay the Water Impact Fees to the City.

ATTACHMENTS:

City Water Request Letter-Tirado

APN Book 14

Aerial

9991 Country Lane WATER will-serve letter

From: [Alba Tirado](#)
To: [Lisa Dock](#)
Subject: City Water Request
Date: Friday, April 8, 2022 3:43:42 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello,

My name is Alba G. Tirado and I would like to request city water service for my home at 9991 Country Lane Hanford Ca, 93230. My well is now dry and I have absolutely no water.

Thank you,

Alba G. Tirado

Enviado desde mi iPhone

Attachment: City Water Request Letter-Tirado (PW: Request to Connect to City Water System without Annexation)

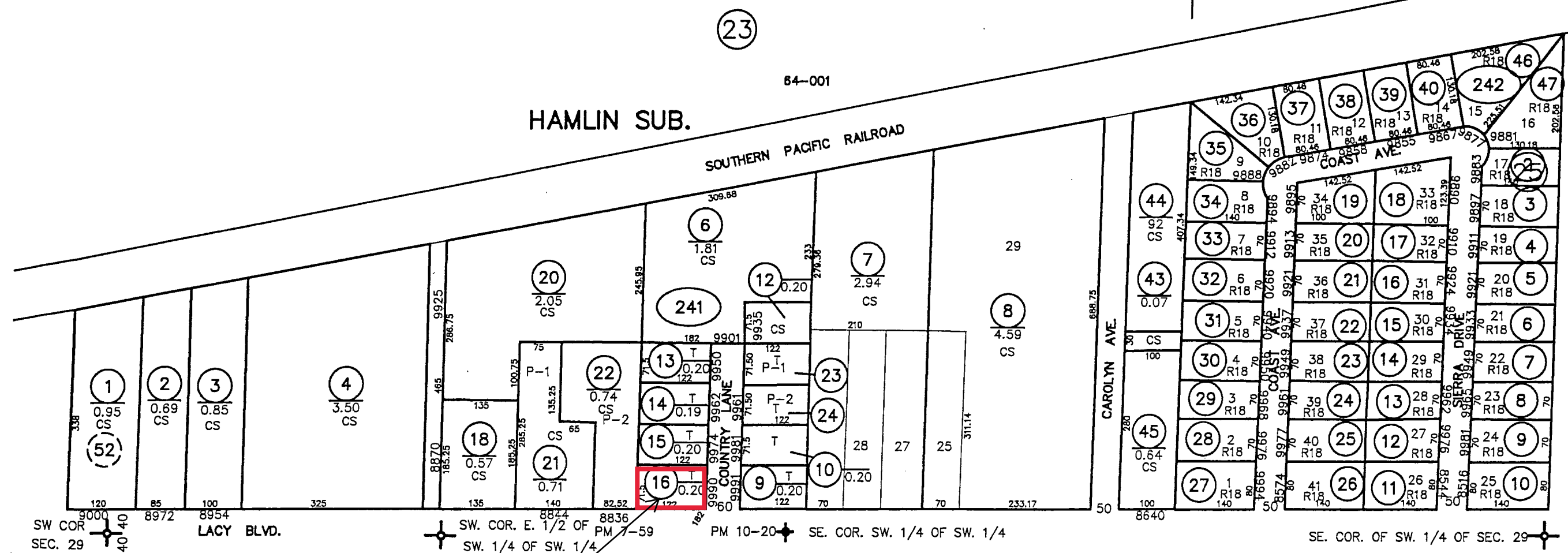
KINGS COUNTY ASSESSOR'S MAP

POR. OF S 1/2 OF SW 1/4 SEC. 29-18-22

14- 4

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY
IT IS NOT TO BE CONSTRUED AS PORTRAYING
LEGAL OWNERSHIP OF DIVISIONS OF LAND FOR
PURPOSES OF ZONING OR SUBDIVISION LAW.
MAY, 1996

RESUB OF LOTS 1 TO 23 INC.
HAMLIN SUB.



9991 Country Lane
APN 014-240-016

BK
16

Request to hook up to City Water

9991 Country Lane, Hanford

13.F.c



Attachment: Aerial (PW: Request to Connect to City Water System without Annexation)



CITY OF HANFORD
Department of Public Works

Focused On Our Community 24/7

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

April 19, 2022

Alba G. Tirado
9991 Country Lane
Hanford, CA 93230

SUBJECT: 9991 Country Lane, Hanford CA
Water Service Requirements

This is to confirm that the City of Hanford will provide the subject project with public water services, subject to installation of utility service improvements constructed in accordance with City of Hanford Standards and Specifications, and payment of applicable City of Hanford utility impact and connection fees.

Sincerely,

Johnathan Doyel, PE/PLS
Public Works Director/City Engineer

Bob Williams – Utilities Superintendent

James Ross – Refuse Superintendent

Attachment: 9991 Country Lane WATER will-serve letter (PW: Request to Connect to City Water System without Annexation)



AGENDA STAFF REPORT

MEETING DATE: 4/19/2022	AGENDA SECTION: G
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SUBJECT:

Public Work: Authorization for the Director of Public Works to send a letter to the Local Agency Formation Commission (LAFCO), requesting the extension of sewer service for one dwelling in the County of Kings without annexation by the City of Hanford. (APN 007-010-012, 7076 11th Avenue).

RECOMMENDATION:

That the City Council, by motion, authorize the Director of Public Works to send a letter to the Local Agency Formation Commission (LAFCO) requesting the Extension of Services for one dwelling located in Kings County at 7076 11th Avenue (APN 007-010-012), without annexation by the City of Hanford.

BACKGROUND:

The City of Hanford has been approached by a property owner located in Kings County, requesting to connect to City sanitary sewer system to service one existing single-family residential dwelling. Upon connection, the applicant would be subject to all applicable City of Hanford codes, regulations, fees and related requirements associate with the connection of City water services within the City of Hanford service area. Attached for Council review is a letter from the property owner requesting sanitary sewer services.

City staff recommends approval of the request letter to LAFCO for the connection of sanitary sewer service based upon the conditions below:

1. Applicant to pay for the LAFCO Connection of Services fees.
2. Approval by LAFCO for the applicant to connect to City Sanitary Sewer lines without annexation into the City of Hanford.
3. The property owner will be required to pull a City of Hanford Encroachment Permit to cover the following:

- a. All work to be done in accordance with currently adopted State and local Building Codes and Standards
 - b. Installation of a minimum 4" sanitary sewer service line per City of Hanford Improvement Standards, subject to approval by the County of Kings and the City of Hanford.
 - c. All normal City of Hanford fees (including impact fees) associated with this project must be paid.
 - d. The applicant will enroll for City sanitary sewer service at the time the permit is pulled and issued.
4. The sewer connection will be located as close as possible to the sewer main in the same manner as others who have made similar connections to the City's mains for their individual sewer services, as approved by both the County of Kings and the City of Hanford. The City will in no way be responsible for the sewer line from the service connection at the tap into the main to the house.
 5. Applicant shall additionally apply for a Kings County Building Permit for all work performed outside of right of way.
 6. All work and materials are to be provided at the sole expense of the applicant.

FISCAL IMPACT:

There is no cost to the City. The property owner will hire a contractor to perform the work, and will pay the Sewer Impact Fees to the City.

ATTACHMENTS:

Request Letter from owner

APN Book 007-010

Aerial

7076 11th Avenue Sewer will-serve letter

From: [Jared Ball](#)
To: [Lisa Dock](#)
Subject: Re: test
Date: Friday, April 8, 2022 8:39:20 AM
Attachments: [image001.png](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To whom it may concern:

My name is Jared Ball and I am the homeowner of the property located at 7076 11th Ave in north Hanford. The closest cross street is Flint Ave. I'm planning an extensive remodel/addition of a master bedroom and bathroom. I'd like to connect to city sewer before we start. Please let me know if you need any more information from me.

Thank you,

Jared Ball
(559)707-3401

Sent from my iPhone

On Apr 8, 2022, at 8:23 AM, Lisa Dock <LDock@cityofhanfordca.com> wrote:



Lisa A. Dock, PE

Engineering Manager

City of Hanford, Public Works

900 S. 10th Avenue

Hanford, CA 93230

(559)585-2555 fax (559)583-1529

ldock@cityofhanfordca.com

Attachment: Request Letter from owner (PW: Request to connect to City Sewer without Annexation)

Request to connect to City Sewer System

7076 N. 11th Avenue

Legend 13.G.c

7076 N 11th Ave

Connect to existing
sewer main in 11th
Avenue

7076 N 11th Ave



CITY OF HANFORD
Department of Public Works

Focused On Our Community 24/7

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

April 19, 2022

Jared Ball
7076 N. 11th Avenue
Hanford, CA 93230

SUBJECT: 7076 N. 11th Avenue, Hanford CA
Sewer Service Requirements

This is to confirm that the City of Hanford will provide the subject project with public sanitary sewer services, subject to installation of utility service improvements constructed in accordance with City of Hanford Standards and Specifications, and payment of applicable City of Hanford utility impact and connection fees.

Sincerely,

Johnathan Doyel, PE/PLS
Public Works Director/City Engineer

Bob Williams – Utilities Superintendent

James Ross – Refuse Superintendent

Attachment: 7076 11th Avenue Sewer will-serve letter (PW: Request to connect to City Sewer without Annexation)



AGENDA STAFF REPORT

MEETING DATE: 4/19/2022	AGENDA SECTION: H
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SUBJECT:

Fire: Authorization to award a contract to Robinson's Interiors of Hanford, CA, in the amount of \$48,150 and establish a contingency of \$4,815 (10%), for the Removal and Replacement of Flooring at Fire Stations 1 and 2.

RECOMMENDATION:

That the City Council, by motion, Authorize the award of a contract to Robinson's Interiors of Hanford, CA, in the amount of \$48,150 and establish a contingency of \$4,815 (10%), for the Removal and Replacement of Flooring at Fire Stations 1 and 2.

BACKGROUND:

The current carpet and linoleum were installed approximately 12-14 years ago and is worn beyond repair or cleaning. Personnel have attempted to decontaminate living spaces as best as possible, but carpet is not possible to effectively decontaminate without professional cleaning each time. During the construction of Fire station 3, it was determined that carpeted flooring is not the best materials to use in fire stations because of the inability to effectively disinfect it after medical calls. As such, polished concrete flooring was utilized in station 3 and it was recommended to use tile as a lower cost replacement in the stations.

The Capital Improvement Project to replace flooring at both stations was approved as part of the FY22 Capital Improvement budget for \$58,940 from Accumulated Capital Outlay Reserves. In November 2021 staff issued an RFB and pulled it back after not receiving any bids. Staff then reached out to local vendors and were advised that they needed more information to be able to provide a bid. Staff then reissued the RFB with the proposed changes and after ten days, received only one (1) bid. The RFB was again retracted to determine why no local vendors seemed interested in bidding. It is worth noting that the one bid that was received was well over budget. Staff again recontacted local vendors were advised that a moisture test was requested and better clarity on the type of flooring desired before they would be able to provide accurate bids. Accordingly, the RFB was updated and reissued. Additionally, personnel reached out to local vendors to notify them that the RFB was out to solicit bids.

The RFB closed on April 8, 2022. Two bids were received (see attached). One bid was significantly over budget. The second bid was over \$10,000 under budget, and a local vendor. Ideally, staff would prefer at least three bids before bringing the final approval before Council. Given the multiple attempts at the RFP process, and limited interest, staff recommends accepting the bid from Robinsons Interiors, Inc. for \$48,150 for the bid plus a 10% contingency of \$4,850 for unanticipated costs, totaling \$52,965 for the Fire Stations 1 & 2 Flooring Project.

FISCAL IMPACT:

Budgeted in FY22 CIP for Fire Station Flooring: \$58,940. Accepting the recommended bid will save approximately \$5,000.

ATTACHMENTS:

Fire Station Floors RFP

Fire Station Floors - Robinson's Bid

Fire Station Floors - Franey's Bid

Fire Flooring CIP



Public Notice



REQUEST FOR PROPOSALS (RFP)

Remove, dispose, and replace interior flooring with Luxury Vinyl Tile at Fire Station 1 and Fire Station 2

Release Date: 3/25/2022

Deadline for Submission: 4/08/2022

Contact person: Matthew Rowe, Battalion Chief

**City of Hanford
Hanford Fire Department
350 W. Grangeville Blvd
Hanford, CA 93230**

Attachment: Fire Station Floors RFP (Fire: Replacement of Station 1 & 2 Floors)

REQUEST FOR PROPOSALS

Remove, dispose, and replace interior flooring with Luxury Vinyl Tile at Fire Station 1 and Fire Station 2

RELEASE DATE: 3 / 25 / 2022

CLOSING DATE: Proposals must be received by 4 / 8 /2022 by 5:00 P.M. PDT at the address listed below

CONTACT PERSON: Matthew Rowe, Battalion Chief
(559) 585-2146
mrowe@cityofhanfordca.com

Address: 350 W. Grangeville Blvd
Hanford, CA 93230

Counter Hours: M-F 8:00 A.M.-5:00 P.M.

INTRODUCTION

The Hanford Fire Department is currently accepting proposals to remove, dispose, and replace interior carpet and tile flooring with Vinyl Tile at Fire Station 1 located at 350 W. Grangeville Blvd and Fire Station 2 located at 10553 Houston Ave. in Hanford, California. The City will select one (1) contractor to provide equipment, materials and labor for both stations as outlined in this request.

The project shall conform to all applicable codes and regulations and shall be coordinated with the Facilities Director; Battalion Chief Matthew Rowe or his designee. Interested contractors are invited to submit proposals for the work described in this Request for Proposal.

SCOPE OF PROJECT

Work is to include measurement of total floor space at both Fire Stations, removal of old flooring, floor leveling and / or prepping along with the installation of new Vinyl Tile Flooring. Including all 4 1/2" rubber wall base / toe kicks and additional materials as needed. Additionally, the bid shall include moisture proofing if needed (See Below for moisture test results). The included floor space at Fire Station 1 includes the Administration Side: Chief Offices, Fire Prevention Office, Fire Prevention closet, Copy room, Training Room, Closet and Administrative Assistant office area. Also include is the foyer entrance to Station; including hallway & attached bathrooms. The Fire Suppression Side of Station; including – Captain's Office, hallway to mailboxes, kitchen and day room area, hallway to dorm area and all five bedrooms along with the weight room, radio cache closet and cleaning closet.

Areas not included in job include the three bathrooms on suppression side, apparatus bay and the shop area.

The included floor area at station 2 includes the Foyer entrance, captain office, hallway, kitchen, day room, all bedrooms, cleaning closet, weight room and hall closets. The proposals shall include the cost of All labor for removing existing floors, supplies and materials involved in installation of new floor. Station 2 floor area not included in project are bathrooms and apparatus bay area.

MOISTURE TEST:

An independent contractor was hired to perform a moisture test of both Station 1 & Station 2 floors. The results of the moisture test are as follows:

Average moisture level of floor in Station #1 is 4.2 pounds per 1,000 square feet per day.

Average moisture level of floor in Station #2 is 3.0 pounds per 1,000 square feet per day.

(A copy of the moisture test results is available upon request).

DESCRIPTION OF WORK

A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:

- i. Solid Luxury Vinyl Tile Flooring
- ii. Substrate Preparation

B. References (Industry Standards):

- i. ASTM International (ASTM):
 - a. ASTM F1700, Standard Specification for Solid Vinyl Tile
 - b. ASTM E648, Standard Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source
 - c. ASTM E662, Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials
 - d. CAN/ULC-S102.2, Surface Burning
 - e. ASTM D2047, Standard Test Method for Static Coefficient of Friction as Measured by the James Machine
 - f. ASTM F970, Standard and Modified Test Method for Static Load Limit
 - g. ASTM F970 (Modified), Modified Standard Test Method for Maximum Load Limit
 - h. ASTM F925, Standard Test Method for Resistance to Chemicals of Resilient Flooring
 - i. ASTM F1515, Standard Test Method for Measuring Light Stability of Resilient Flooring by Color Change
 - j. ASTM F1914, Standard Test Method for Short-Term Indentation and Residual Indentation or Resilient Floor Covering

- k. ASTM F2199, Standard Test Method for Determining Dimensional Stability of Resilient Floor Tile After Exposure to Heat

SUBMITTALS

- A. Product Data: Submit manufacturer's technical data sheet, care & maintenance document, submittal and/or warranty for each material and accessory proposed for use
- B. **Samples:** Submit representative samples of each product specified for verification, in manufacturer's standard size samples of each resilient product color, texture and pattern required.

QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** Provide resilient flooring materials manufactured in the United States of America by a firm with a minimum of 10 years' experience with resilient flooring materials of type equivalent to those specified.
- i. Provide resilient flooring products, including wall base, accessories, subfloor preparation products and adhesive from one manufacturer to ensure quality, color matching and compatibility.
 - ii. Manufacturer shall be capable of providing technical training and technical field service representation.
- B. **Installer Qualifications:** Installer must be professional, licensed, insured and acceptable to manufacturer of resilient flooring materials. Project Managers or Field Supervisors must be INSTALL (International Standards & Training Alliance) certified CFI (Certified Floorcovering Installers) Certified and/or an FCICA (The Flooring Contractors Association) CIM (Certified Installation Manager) for the requirements of the project.
- c. **Sustainable Design Requirements:**
- i. Vinyl Tile flooring that does not require coatings and strippers or the use of chemicals that may be hazardous to human health to maintain
 - ii. Vinyl Tile flooring compliant with CA Section 01350 (low-emitting (VOC) building products)
 - iii. Vinyl Tile flooring is free of materials known to be teratogenic, mutagenic or carcinogenic including halogens, asbestos and chlorines.
 - iv. Vinyl Tile flooring is 100% Recyclable.
 - v. Vinyl Tile flooring is SCS FloorScore[®] Certified.
 - vi. Vinyl Tile flooring which qualifies for LEED Credits.
 - vii. Vinyl Tile flooring infused with EnviroSD Anti-Bacterial Agent.
 - viii. Vinyl Tile flooring with an enhanced wear layer topped with a UV-cured, ceramic-reinforced polyurethane finish.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in labeled packages. Store and handle in strict compliance with manufacturer's recommendations. Protect from damage due to weather, excessive temperatures, and construction operations. Deliver materials sufficiently in advance of installation to condition materials to the required temperature for 48- hours prior to installation.

1.6 PROJECT CONDITIONS

- A. Install Luxury Vinyl Tile and Plank after other finishing operations, including painting, have been completed.
- B. Maintain temperature at service levels and/or the ambient temperature must remain steady ($\pm 10^{\circ}\text{F}$) between 65 degrees F and 85 degrees F for at least 48-hours prior to, during and until substantial completion.
- c. Maintain relative humidity at service levels, or between 40% and 65% RH-I.

1.7 WARRANTY

- A. Provide manufacturer's standard limited commercial warranty to cover manufacturing defects:
20 — Year Limited Commercial Warranty

RESILIENT VINYL FLOORING

- A. Specify products with the following characteristics and meet the performance requirements for the following Industry Standards:
 - i. ASTM F1700, Specification for Solid Vinyl Tile, Class III, Type A & B.
 - ii. Luxury Vinyl Tile Plank shall be 1/8" (3mm) or greater gauge in thickness.
 - iii. Meets or exceeds 28mil (0.028") (0.7mm) wear layer thickness
 - iv. Luxury Vinyl Planks shall be [6" x 48"]
 - v. STYLE AND COLOR: Shall be Specify by the Hanford Fire Department
 - vi. ASTM FL700, Solid Vinyl Tile and Plank: Class III, Type A and B
 - vii. ASTM E648, Critical Radiant Flux: Class I, $>0.45 \text{ W/cm}^2$
 - ix. ASTM E662, Smoke Density: Passes, <450
 - x. CAN/ULC-S102.2, Surface Burning: 30 FSR, 250 SDC
 - xi. ASTM D2047, Slip Resistance: >0.60
 - xii. ASTM F970, Static Load Limit: Passes,
>250 PSI
 - xiii. ASTM F970 (Modified), Max Weight:
2000 PSI

- xiv. ASTM F925, Chemical Resistance:
Passes (chart available)
- xv. ASTM F1515, Light Stability: Passes
- xvi. ASTM F1914, Residual Indentation:
Passes ASTM F2199,
Dimensional Stability:
- xvii. Luxury Vinyl Tile & Planks do not require an on-site coating and strippers or the use of chemicals that may be hazardous to human health to maintain.
- xviii. Luxury Vinyl Tile & Planks are compliant with CA Section 01350 (low-emitting (VOC) building products).
- xix. Luxury Vinyl Tile & Planks are free of materials known to be teratogenic, mutagenic or carcinogenic including halogens, asbestos and chlorines.
- xx. Luxury Vinyl Tile & Planks are 100% Recyclable.
- xxi. Luxury Vinyl Tile & Planks are SCS FloorScore[®] Certified.
- xxii. Luxury Vinyl Tile & Planks are manufactured in the U.S.A.

C. Substrate preparation; prepared properly to manufacture specifications.

PART 3 - EXECUTION

3.1 GENERAL

A.General Contractor Responsibilities:

- i. Supply a safe, climate controlled building and subfloor as detailed in manufactures Flooring Technical Data sheets.
- ii. Ensure substrate meets the requirements of ASTM F710, manufactures Flooring Technical Data Sheets and Technical Data Sheets.
- iii. Provide a secure storage area that is maintained permanently or temporarily at normal operating temperature and humidity conditions between 65° F and 85° F and between 40% and 65% relative humidity, for at least 48-hours prior to and during the application of the flooring, so the flooring contractor can acclimate the flooring materials per manufacturer's instructions.
- iv. Provide an installation area that is weather tight and maintained either permanently or temporarily at ambient service temperature and humidity. Normal operating temperature and humidity conditions are
between 65° F and 85° F and between 40% and 65% relative humidity, for at least 48-hours prior to and during the application of the flooring per the manufacturer's instructions.
- iv. Ensure areas with direct prolonged exposure to sunlight are protected with protective UVA/UVB restrictive coatings or films.

v. Areas of the flooring that are subject to direct sunlight through doors or windows should have them covered using blinds, curtains, cardboard or similar for the time of the installation and 72-hours after the installation to allow the adhesive to cure. Note: These areas should be installed using wet adhesives only.

vi. Conduct initial maintenance prior to final usage per the manufactures Flooring Care & Maintenance Documents. Do not conduct initial maintenance until adhesive has cured per the adhesive technical data.

B. Flooring Contractor Responsibilities:

- i. Provide trained installers that are professional, licensed, insured and acceptable to manufacturer of resilient flooring materials.
- ii. Ensure installers or installation teams meet one of the following requirements:
 - a. Have completed INSTALL (International Standards & Training Alliance) or CFI (Certified Floorcovering Installers) training programs and/ or are certified by INSTALL or CFI.
 - b. Are being supervised by Project Managers or Field Supervisors that are INSTALL (International Standards & Training Alliance) certified, CFI (Certified Floorcovering Installers) Certified and/or an FCICA (The Flooring Contractors Association) CIM (Certified Installation Manager).
- iii. Follow all requirements in the appropriate Six Degrees Flooring and Excelsior Technical Data Sheets, Care & Maintenance Documents, Warranties and other technical documents or instructions.

EXAMINATION

- A. General: Follow guidelines laid out in Division 01, Section 0171 00 — Examination and Preparation, as well as Section 0143 00 — Quality Assurance.
- B. Verification of Conditions: Inspect all substrates to ensure they are clean, smooth, permanently dry, flat, and structurally sound. Confirm all areas are properly sealed and acclimated per manufacturer's requirements.
- c. Verification of Products: In accordance with manufacturer's installation requirements, visually inspect material for size, color or visual defects prior to installing. Any material that is incorrect or visually defective shall not be installed.

The City of Hanford shall be exempt for any liability for costs incurred by unsuccessful Suppliers in preparation of the proposal.

PROJECT SCHEDULE

- | | |
|-------------------------|--|
| ✓ <u>April 8, 2022</u> | Proposals Due |
| ✓ <u>April 11, 2022</u> | Review of Proposals by Fire Department staff and selection of Contractor |
| ✓ <u>April 19, 2022</u> | Approval of Contractor by Hanford City Council; award of Contract |

PROPOSAL SUBMITTAL AND CONTENT

Each **sealed** proposal shall be addressed to Battalion Chief Matthew Rowe, Hanford Fire Department; 350 W. Grangeville Blvd, Hanford, California, 93230, be endorsed with the name of the bidder, and be plainly marked "FIRE STATION 1 & 2 FLOOR Project."

Proposals must include any complete drawings for each design, specification and pictures for each component in designs and colors choices available. Proposals must include a bid price for floor replacement for both Fire Stations 1 & 2. Bids must list the cost of the materials used. The City reserves the right to reject any and all proposals with or without cause, and to accept proposals which it considers most favorable.

All delivery costs must be included in the proposal. Payment for equipment and materials will be sent within sixty (60) days after installation of new floors.

All proposal amounts shall be guaranteed for not less than sixty (60) days after the proposal submittal deadline date.

No proposal may be withdrawn within a period of sixty (60) days after the bid opening date. Prices shall include delivery F.O.B., Freight Paid by the Bidder to the jobsite.

The Supplier must submit Two (2) hard copies, of the proposal to the address listed above. All Proposals must comply with the specifications and guidelines provided in this document.

Questions Concerning Proposal Requirements

Proposals and all questions regarding this RFP should be addressed to:

Matthew Rowe, Battalion Chief
350 W. Grangeville Blvd
Hanford, CA 93230
Phone: (559) 585-2146
E-mail: mrowe@cityofhanfordca.com

Attachment: Fire Station Floors RFP (Fire: Replacement of Station 1 & 2 Floors)

EVALUATION AND SELECTION PROCESS

Proposals will be evaluated by Hanford Fire Department staff on the following criteria:

Following the review and evaluation of all RFP submittals, a **Selection Meeting will be held at 1:00 pm, April 11, 2022, in the Training Room at Hanford Fire Station 1, at 350 W. Grangeville.** The selection committee will present their ranking, selection and justification at the following City Council Meeting. The selection meeting will result in the selection of one (1) proposed vendor for the floor replacement project.

The award will be made to the qualified Supplier whose proposal is deemed most advantageous to the City, all factors considered. Unsuccessful Suppliers will be notified in writing as soon as possible. Respondents may review the full construction plan set for Fire Station Floor Project by visiting the Fire Department Headquarters during regular office hours. This RFP will be made available to Suppliers via the City website, www.cityofhanfordca.com starting March 25, 2022th.



LICENSE NO. 525913 - DIR NO. 1000002954

ROBINSON'S INTERIORS, INC.

230 N 11TH AVENUE HANFORD CA 93230
559-582-2610

Quote Number: ES100467
PO Number:

Date: Apr 8, 2022 2:41 PM
Salesperson: MARIA HUSAK

Sold To:
HANFORD FIRE DEPARTMENT
10553 HOUSTON AVENUE
HANFORD, CA 93230 County KINGS
559-585-2545
MROWE@CITYOFHANFORDCA.COM

Ship To:
HANFORD FIRE DEPARTMENT
STATION #2
10553 HOUSTON AVENUE
HANFORD, CA 93230 County KINGS

Item

STIX 2230 PRESSURE SENSITIVE CARPET TILEADHESIVE 1 GALLON: NONE
FEATHER FINISH 10LB SD-F CEMENT BASED UNDERLAYMENT: GRAY
700 SERIES RUB COVE BASE 4.5 INCH (TPR): TO BE DETERMINED
700 SERIES RUB BASE 6 IN (TPR): TO BE DETERMINED
COMPASS PLANKS 28 MIL 6" X 48" ASHEVILLE 36-SF/CT - 6"X48": TO BE DETERMINED
PREVAILING WAGE

Material:	\$8,034.
Services:	\$9,865.
Quote Total:	\$17,900.

Notes:

Install commercial water proof plank in Office/Hall to Kitchen & Day Room/Kitchen/Day Room/Hallway to Bedrooms
Hallway Closets/(4) Bedrooms/Hallway to Trucks/Hallway to Weight Room/Weight Room/Janitors Closet

Existing flooring to be removed and disposed of by Robinsons

4" Top Set Base to be installed in areas listed above with the exception of Janitors Closet 6" Top Set Base to be installed

Standard Floor Prep is included

Bathroom tile flooring to remain as is.

Client to move contents

Based on Prevailing Wage
Based on Weekdays

BID INCLUDES:
STANDARD FLOOR PREPARATION/FLOATING OF SMALL CRACKS AND COLD JOINTS

EXCLUSIONS:
GRINDING OF CONCRETE/EXCESSIVE FLOOR FLOAT AND LEVELING AND/OR SHOT BLASTING. NO VAP

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Quote

EMISSIONS AND/OR ALKALINITY TESTING OR CONTROL. NO SEALING WAXING OR BUFFING OF FLOOR.
NO COVERING/PROTECTION OF FINISHED FLOOR COVERING

Signature:

Quote/Estimate is only valid for seven days.

1.5% interest per month will be charged on all accounts past 30 days.

We agree to furnish Materials and/or Labor with the above specifications for the agreed upon sum.

Signature _____ Date _____

Pre-Installation Checklist*:

- The order has been checked for correct product(s), style(s), and color name(s) for all items.
- Pattern direction, plank/tile layout has been discussed.
- Care and cleaning instructions have been reviewed for all products ordered. Cleaners and floor protectors are available for purchase.
- The order (contract) is a special-order unless a stock product is otherwise notated.
- Confirm customer email is included on the order.
- The manufacturer's warranty information can be found on their website.

Site Preparation:

- Appliances - A licensed plumber or appliance technician can be coordinated by the customer. We are not responsible for damages we discover because of connecting/disconnecting lines.
- Moving Furniture - Customer is responsible for removing/securing all personal items, including bedcoverings, antique glassware, fragile items, or specialty items. We will also not move electrical, oversized, or irreplaceable items.
- Removing fixtures and other electrical and plumbing work - Pedestal sinks, lighting and other plumbing/electrical items should be removed and/or reset by a licensed professional.
- Secure or remove animals/pets - For the safety of our installers and your pets, the animals will have to be placed in a closed room, locked crate, or removed from the premises. We do not want your pets getting hurt or lost.

Installation Requirements:

- The installation team will need an area to cut and prep materials.
- Working electricity and electrical outlets are necessary for installation.
- Heating & HVAC System - The temperature should be between 65° and 85° (per most manufacturers) during the installation of the flooring to correctly acclimate and should be maintained throughout the life of floor.
- Customer acknowledges they need to be available for questions during installation.

Robinson's Interiors recommends the customer be present when the installers arrive to review the job, and then present post-installation for a walk-through to ensure the customer's satisfaction.

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Quote

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DEPARTMENT
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Compass Luxury Vinyl Flooring

TECHNICAL DATA

Nominal Dimensions	6" x 48" x 3mm Planks, 18 per carton 12" x 24" x 3mm Tiles, 18 per carton 18" x 18" x 3mm Tiles, 16 per carton
Wear Layer Thickness	28 mil (0.028")(0.7 mm)
Finish	Embossed UV Cured Ceramic Reinforced Urethane
ASTM F1700 - Solid Vinyl Tile	Class III, Type B
ASTM E648 (NFPA 253) - Critical Radiant Flux	Passes; Class 1, $\geq 0.45 \text{ W/cm}^2$
ASTM E662 (NFPA 258) - Smoke Density	Passes; ≤ 450
CAN/ULC-S102.2 - Surface Burning	50 Flame Spread Rating 150 Smoke Developed Classification
ASTM D2047 - Static Coefficient of Friction	≥ 0.5 ADA Standards for Accessible Design states the floor surface shall be stable, firm and slip resistant. Our test results utilize the James Machine as described in D2047 and as described in UL410 for floor covering materials (FCM) utilizing a leather foot under dry conditions. Maintenance processes and commonly utilized site applied finishes, polishes and other sealers to maintain resilient flooring products will change the walking surface and ultimately the Static Coefficient of Friction.
ASTM F970 - Static Load Resistance	Passes; $< 0.005"$ Indentation @ 250 psi
ASTM F970 - Static Load Resistance (Modified)	Passes; $\leq 0.005"$ Indentation @ 2000 psi ASTM F970 testing at loads above 250 psi is outside the scope of the test method. Since testing is conducted on flooring product alone, our stated results do not take into consideration chosen adhesive, any utilized underlayments and/or substrates or subfloors. These results should not be construed as an indicator of installed flooring performance.
ASTM F925 - Chemical Resistance	Excellent, Additional Chemicals Chart Available ASTM F925 testing is utilized to ensure flooring materials will stand up to certain household standard chemistries. Additional chemical resistance testing performed using this test method is for informational and guidance purposes only. Proper maintenance will have an effect on chemical resistance, but the best defense against a negative effect is to clean the drop/spill from the flooring surface immediately.
ASTM F2199 - Dimensional Stability	Excellent, $\leq 0.020"$ per linear foot
ASTM F1514 - Heat Stability	Excellent, $\Delta E \leq 8$
ASTM F1515 - Light Stability	Excellent, $\Delta E \leq 8$
ASTM F1914 - Residual Indentation	Excellent, $\leq 8\%$ after 24 hour recovery
Acclimation Time	48 Hours
Service & Storage Temperature	65° - 85° F See installation document for full installation details regarding approved substrates, job site conditions and acclimation procedures.
Sustainability Information	Made in the U.S.A. Meets Buy America Act (49 CFR Part 661) Meets Buy American Act (41 USC §§ 8301-8303) Contributes to LEED v4/4.1 GreenGuard Gold Certified Meets CA 01350 Requirements EPD Available

Attachment: Fire Station Floors - Robinson's Bid (Fire: Replacement of Station 1 & 2 Floors)



Compass Luxury Vinyl Flooring

TECHNICAL DATA

Sustainability Information...	Contains No Recycled Content 100% Recyclable
Warranty	20 Year Commercial
Approved Adhesives	Excelsior SP-500, Pressure Sensitive Spray Excelsior AP-520, Pressure Sensitive Roll/Trowel Excelsior AW-510, Wet-Set Acrylic Adhesive Excelsior U-705, Wet-Set Urethane Adhesive
Technical Support	solutions@rhctechanical.com
Product Support	support@sixdegreesflooring.com
Technical Documentation	www.sixdegreesflooring.com

Attachment: Fire Station Floors - Robinson's Bid (Fire: Replacement of Station 1 & 2 Floors)



Limited Warranty

SIX DEGREES PRODUCTS

This document is intended to provide product warranty information for all Six Degrees Products. Should you need a job specific product warranty or if there are any questions or concerns, please reach out to solutions@rhctechanical.com.

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1. WARRANTY TERMS

Six Degrees Flooring Surfaces ("Manufacturer") warrants to its original purchaser that, at the time of delivery by the Manufacturer, the flooring products described in the Manufacturer's Catalog as listed below will conform to Manufacturer's published technical documents.

All warranties, whether expressed or implied, are contingent on the following requirements:

1.1 ALL TECHNICAL DATA MUST BE REVIEWED

Products must be installed in accordance with Manufacturer's published architectural specifications, technical data sheets, care and maintenance documents and other relevant technical information provided by the manufacturer for the Products ("Technical Data") available at the time of installation. This includes technical data sheets of all associated adhesive and maintenance products, as well as proper product and adhesive selection.

1.2 NOTICE OF DEFECT PRIOR TO INSTALLATION

Six Degrees requests notification of any defect prior to installation. If this occurs, Six Degrees will replace the material at no charge to the Installer or End User. Failure to notify prior to installation could result in voided product warranty. The installation of defective material waves any right to product and/or labor reimbursement.

1.3 NOTICE OF DEFECT DURING OR AFTER INSTALLATION

If defect is discovered during or after installation, notification must be made to Six Degrees. Six Degrees must be permitted the right to a sample or inspection of the installation. Upon inspection of the sample or installation, if Six Degrees determines the product to be defective, Six Degrees will repair or replace the determined defective product, subject to the limitations of this warranty, and prorated as described section relevant to the limited manufacturers' and/or limited wear warranty. Intentional installation of defective material waves any right to product and/or labor reimbursement.

2. INDIVIDUAL PRODUCT WARRANTIES

All products carry a Limited Warranty including wear (wear is defined as through the decorative layer or visible sampled surface of the material), conformity to written specifications and to be free from manufacturing defects, subject to the terms and conditions of this document. Warranties are not transferable.

Product Warranty period begins at the **Date of Substantial Completion** of the project as long as installation occurs within a reasonable timeframe of original purchase of the material for the project. This would also include any "attic

Attachment: Fire Station Floors - Robinson's Bid (Fire: Replacement of Station 1 & 2 Floors)



Limited Warranty

SIX DEGREES PRODUCTS

stock" or additional material at distribution for said project. Anywhere Lifetime Warranty is utilized the meaning is to be understood as the original owner of the facility and is not transferable.

Each product will be listed with the length of this warranty according to product group. We reserve the right to prorate replacement material and/or labor based on the length of the product warranty. Proration occurs at the following intervals of the warranty. During the first 25% of the warranty we will provide 100% replacement costs, 26%-50% of the warranty we will provide material and 50% of the replacement labor costs, 51%-100% of the warranty we will provide material costs only.

2.1 LUXURY VINYL TILE AND PLANK FLOORING PRODUCTS

DeGradus Vinyl Plank & Tile products have a Ten (10) Year Limited Residential/Multi-Family Warranty

Quick Ship 2mm Vinyl Plank & Tile products have a Ten (10) Year Limited Residential/Multi-Family Warranty

VaraCore Waterproof 4mm Vinyl Plank & Tile products have a Five (5) Year Limited Commercial Warranty and a Fifteen (15) Year Limited Residential/Multi-Family Warranty

Radius Vinyl Plank & Tile products have a Ten (10) Year Limited Commercial Warranty and a Twenty (20) Year Limited Residential/Multi-Family Warranty

Quick Ship 3mm Vinyl Plank & Tile products has a Fifteen (15) Year Limited Commercial Warranty and a Twenty (20) Year Limited Residential/Multi-Family Warranty

VaraCore Waterproof 5mm with Attached Pad Vinyl Plank & Tile products has a Twenty (20) Year Limited Commercial Warranty and a Lifetime Limited Residential/Multi-Family Warranty

Compass Vinyl Plank & Tile products have a Twenty (20) Year Limited Commercial Warranty and a Lifetime Limited Residential/Multi-Family Warranty

"Waterproof" claim is understood to mean the structural integrity of the Luxury Vinyl Tile and Plank Flooring products will not degrade due to contact with moisture/water in standard conditions (does not cover flooding). Waterproof Luxury Vinyl Tile and Plank Flooring should not be used to mitigate an existing moisture condition and cannot prevent issues associated or caused by excessive moisture or alkalis in the subfloor or conditions arising from hydrostatic pressure.

2.2 STAIR TREAD AND RISERS PRODUCTS

Impression Vinyl Stair Tread products have a Ten (10) Year Limited Commercial Warranty and a Lifetime Limited Residential/Multi-Family Warranty

3. WARRANTY EXCLUSIONS

The above warranty time frames do not apply or cover any of the following scenarios; any expressed or implied promise made by any architect, designer, representative, sales agent, distributor or installer without expressed, written consent from Manufacturer's technical staff.

Concerns pertaining to product shade, color or dimensional variations that are considered within normal manufacturing and/or industry standards and/or tolerances. Variations in embossing, mottling, color or shade to any products to any photographs, printed brochures and samples provided as marketing tools. Products installed with visible and/or obvious manufacturing and/or shade defects. Products installed outside of product limitations found in Technical Data. Discoloration or damage caused by improper or incompatible cleaning products, disinfectants, floor finishes or finish removal products, as well as improper maintenance procedures, tools or machinery. Discoloration or damage caused by subfloor or adhesive pH levels. Discoloration, fading, or damage from heavy sunlight and/or UV light exposure from direct and/or indirect glass-filtered sunlight.



Limited Warranty

SIX DEGREES PRODUCTS

Products that have not been installed in strict accordance with Installation Instructions and Technical Data related to that product. Products that have been installed with a non-approved adhesive that is not compatible adhesive or an adhesive creating concern approval is given in written form. Products that have been damaged by excessive topical water, from such causes as improper or excessive maintenance, broken or leaking plumbing, sink overflow, flooding or weather conditions. Products that have been damaged by hydrostatic pressure, osmosis, excessive subfloor moisture or subfloor moisture-related issues. Products that have been damaged by negligence or accident, such as tears, burns or cuts. Products that have been damaged by sharp, pointed objects, such as stiletto high heels, damaged high heels, spikes or skates of any kind. Products that have been damaged by incompatible materials, such as acids, alkalis and solvents. Products that have been damaged by animal or vegetable fats, oils or grease and petroleum-based hydrocarbons. Products installed outdoors as products are designed to perform within indoor applications only. Products that have been damaged by circumstances beyond the reasonable control of Manufacturer, such as ambient or substrate conditions. Products that have been damaged or deformed by substrate imperfections, damage or improper substrate selection as stated by manufacturer (per Installation Instructions and Technical Data technical document). Any products that have been sold or resold as "seconds", "mill-run", "non-conforming", "as is" or otherwise denoted as non-standard quality. Unreasonable costs associated with product replacement, such as labor costs outside of pro-rated schedule, overtime and loss of use or business.

Except for the expressed warranties above, manufacturer makes no representations regarding the products, their use or performance and disclaims all representations and warranties, whether expressed and/or implied, written and/or oral, with respect to the products, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Under no circumstances will manufacturer be liable for any consequential, incidental, indirect, punitive or special damages, including lost profits. In no even shall manufacturer liability ever exceed the purchase price paid for the product at issue and an amount up to the original cost of labor and material for the affected installation area. The purchaser acknowledges that the remedies provided in this limited warranty are its sole and exclusive remedies, and manufacturer's sole obligation, for any breach of representation or warranty, is in lieu of all other remedies. Purchaser must bring any legal action for breach of warranty within one year after the claim or cause of action has accrued or period prescribed by the applicable statutes of limitation or repose, whichever comes first. Some states do not allow limitations on the length of implied warranties. Though this warranty gives the purchaser specific legal rights, the purchaser may also have additional legal rights afforded them by the appropriate state. Exclusions or limitations of incidental or consequential damages may vary by state. For further information, consult the appropriate state consumer affairs office or the state attorney general's office.

4. NOTIFICATION OF WARRANTY CLAIM

To be considered eligible for replacement under this documented warranty, notice must be made within **fifteen (15) working days** of discovery of the defect by submission of a claim to the appropriate representative. No warranty claims will be processed if received more than **thirty (30) days** after the applicable warranty period has ended.

All warranty claims must be directed to:

RHC Technical

ATTN: Kim Jenkins

680 Waverly Road, Tuscumbia, Alabama 35674

P: (419) 436 - 4554

E: kim@rhctechnical.com

All claims should include a completed Claim Form, along with any associated photos and independent testing reports conducted prior to installation or independent inspection reports conducted after irregularities are observed or suspected.

Manufacturer, or its designated representative, shall have the right to examine the Products and the flooring (including testing of the flooring and substrate) at the installation site with respect to any warranty claim. Any removal of installed Products prior to such examination will void this warranty. Manufacturer may require additional testing or verification of any such test obtained by the original purchaser.

Attachment: Fire Station Floors - Robinson's Bid (Fire: Replacement of Station 1 & 2 Floors)



Luxury Vinyl Flooring

CARE & MAINTENANCE INFORMATION

This document is intended to cover Care & Maintenance for all Six Degrees Flooring concepts. If there are any questions or concerns, or you desire a specific maintenance instruction for a product and/or application please reach out to solutions@rhctechnical.com.

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Prior to acceptance of this document refer to website www.sixdegreesflooring.com to confirm that you have the most current revision. For additional technical support, send an e-mail to solutions@rhctechnical.com.

1. RECOMMENDED CLEANERS, FINISHES, & FINISH REMOVERS

Excelsior NC-900 Neutral Cleaner is a pH neutral all-purpose cleaner for the initial and daily cleaning of Resilient flooring products

Excelsior FR-920 Vinyl Flooring Finish Remover is a highly concentrated finish remover specifically designed to remove topically applied flooring finishes from vinyl resilient flooring products

Excelsior MF-940 Matte Acrylic Floor Finish is a durable scuff resistance non-reflective matte acrylic floor finish developed for resilient flooring products

Excelsior GF-950 Gloss Acrylic Floor Finish is a durable scuff resistance reflective extended-wear gloss acrylic floor finish developed for resilient flooring products

Since there are many maintenance products available today for the commercial environment, we cannot test each available product for fitness of use. We have thoroughly tested these products and recommend their use. If you

Attachment: Fire Station Floors - Robinson's Bid (Fire: Replacement of Station 1 & 2 Floors)



Luxury Vinyl Flooring

CARE & MAINTENANCE INFORMATION

have a question regarding the fitness of use of other products, please contact customer service or technical services using the information below.

Some other products that we approve the use of in Residential / Multi-Family applications are:

Basic Coatings "Squeaky", Bona "Hardwood Floor Cleaner", XL North "LVT/Wood Floor Cleaner"

If you have a question regarding the fitness of use of other products, please contact customer service or technical services using the information below.

1.1 RECOMMENDED DISINFECTION PRODUCTS

Vinyl Resilient Flooring Materials require a quaternary disinfectant at or above a pH of 6 and at or below a pH of 10.5 when properly diluted. Some of the products that we approve of and that fall into this category are:

XL North's Vital Oxide, Diversey's Virex II 256 Disinfectant, Eco-Lab's Multi-Purpose Disinfectant Cleaner, Spartan's HDQ Neutral, Spartan's Super HDQ

If you have a question regarding the fitness of use of other products, please contact customer service or technical services using the information below.

2. MAINTENANCE OVERVIEW

One of the greatest benefits of using luxury vinyl flooring products is they are protected by a durable UV cured urethane factory finish and do not require a floor finish, commonly referred to as a 'wax', within the parameters of a maintenance program.

However, these products do require daily and routine care and maintenance with cleaning equipment to maintain the desired appearance. The frequency of daily and routine maintenance will depend upon the amount and type of traffic in the area.

Always use untreated, new or thoroughly cleaned mops and pads when conducting daily or routine maintenance. As with any maintenance program, be sure to use proper PPE (Personal Protective Equipment) per the cleaning product SDS and ensure all maintenance procedures are conducted per the cleaning products instructions. The use of Caution Tape and/or Wet Floor Signs is recommended to prevent slips and falls.

*There is a list of things that we would recommend that you not do to these flooring products as we have seen damage from these items: **DO NOT** use vacuums that have a beater bar or electric brooms with hard plastic bottoms or no padding, as this may cause discoloration, scratching and loss of sheen. **DO NOT** use highly alkaline or acidic cleaners. **DO NOT** use detergents, abrasive cleaners or "mop and shine" type products (such as Bleach, Pine-Sol, Clorox Soft Scrub, Fabuloso, Rejuvenate, Mop & Glo, Mr. Clean, Murphy's Oil Soap and similar, unapproved cleaners), as they will dull the finish and sheen of the flooring material. **DO NOT** use Mineral Spirits, Kerosene, Gasoline, Naphtha and/or other solvents to clean Luxury Vinyl Tile. **DO NOT** use sweeping compounds or cleaning agents containing oils or solvents. **DO NOT** allow excess amounts of water to sit on floor for extended periods of time.*

3. RESIDENTIAL / MULTI-FAMILY CARE & MAINTENANCE

Initial maintenance is required to prepare the material for use after the installation process. There is no "mold release" product on this material. Ensure that adhesive has cured for recommended period of time prior to conducting initial maintenance.

Depending on traffic, routine maintenance will need to be performed regularly. Within this time period, ensure daily maintenance is performed to maintain the appearance of the flooring material.



Luxury Vinyl Flooring

CARE & MAINTENANCE INFORMATION

3.1 INITIAL MAINTENANCE

Remove any protective coverings prior to cleaning. Use dust mop and vacuum flooring to remove any dirt, dust or debris.

Mix 2-4 ounces of Excelsior NC-900 Neutral Cleaner to a gallon of clean, potable water. Use a clean microfiber pad or string mop to clean spills, dirt buildup and other debris.

Rinse area with clean, cool water and allow floor to dry completely. Ensure flooring area is clean and that all cleaning residue has been removed (this may require additional rinsing).

3.1.1 OPTIONAL FINISH APPLICATION

Our products do not require a finish. If finish must be applied, ensure that initial maintenance has been conducted prior to applying floor finish. Flooring area must be free of dust, dirt, debris, adhesive or cleaning residues, and any potential contaminants.

Apply Excelsior MF-940 or Excelsior GF-950 per the installation instructions in 3-5 coats. Allow each coat to dry completely before apply additional coats.

3.2 DAILY MAINTENANCE

Ensure that initial maintenance has been conducted prior to conducting daily maintenance. Use dust mop and vacuum flooring to remove any dirt, dust or debris.

Mix 2-4 ounces of Excelsior NC-900 Neutral Cleaner to a gallon of clean, potable water. Use a clean microfiber pad or string mop to clean spills, dirt buildup and other debris.

Rinse area with clean, cool water and allow floor to dry completely. Ensure flooring area is clean and that all cleaning residue has been removed (this may require additional rinsing).

3.3 ROUTINE OR PERIODIC MAINTENANCE

Ensure that initial maintenance has been conducted prior to conducting daily maintenance. Use dust mop and vacuum flooring to remove any dirt, dust or debris.

Mix 2-4 ounces of Excelsior NC-900 Neural Cleaner to a gallon of clean, potable water. Use a clean nylon, soft bristled deck brush to scrub the floor. Use a wet vacuum or string mop to remove remaining solution.

Rinse area with clean, cool water and allow floor to dry completely. Ensure flooring area is clean and that all cleaning residue has been removed (this may require additional rinsing).

3.4 FINISH REMOVAL

If a floor finish is applied, it will need to be regularly removed and reapplied, depending on traffic. The extent of removal will depend on the condition of the finish and whether daily maintenance has been performed to protect the finish.

Ensure that initial maintenance has been conducted prior to conducting daily maintenance. Use dust mop and vacuum flooring to remove any dirt, dust or debris.

Removal of 1-2 coats of floor finish or preparing to top coat, mix 16 ounces of Excelsior FR-920 to a gallon of clean, potable water.

Removal of 3-4 coats of floor finish, mix 32 ounces of Excelsior FR-920 to a gallon of clean, potable water.

Removal of 5-6 coats of floor finish, mix 64 ounces of Excelsior PR-920 to a gallon of clean, potable water.



Luxury Vinyl Flooring

CARE & MAINTENANCE INFORMATION

Use a clean mop or pump-up sprayer to apply solution to the area and let stand for 5-10 minutes. Re-apply the solution and allow solution to remain on surface for an additional 5-10 minutes before scrubbing and removing.

If using a hand held deck brush, wet scrub the floor to release the floor finish from the surface.

If using a low-speed rotary floor machine (175 – 350 RPM), wet scrub the floor using a Mal-Grit Lite Brush from Malish or equivalent 22 gauge soft-bristled scrubbing brush. A 3M 5100 Red Buffer Pad or equivalent may be used.

If using an auto-scrubber, wet scrub the floor using a Mal-Grit Lite Brush from Malish or equivalent 22 gauge soft-bristled scrubbing brush. A 3M 5100 Red Buffer Pad or equivalent may be used.

Use an auto-scrubber, wet vacuum or clean mop to remove any and all excess cleaning solution. Rinse area with clean, cool water and allow floor to dry completely. Ensure flooring area is clean and that all cleaning residue has been removed (this may require additional rinsing).

Finish Removal is not an exact science and may take more than one attempt. For further information please us at solutions@rhctechnical.com.

3.4.1 OPTIONAL FINISH RE-APPLICATION

Apply Excelsior MF-940 or Excelsior GF-950 per the installation instructions in 3-5 coats. Allow each coat to dry completely before apply additional coats.

4. COMMERCIAL CARE & MAINTENANCE

Initial maintenance is required to prepare the material for use after the installation process. There is no "mold release" product on this material. Ensure that adhesive has cured for recommended period of time prior to conducting initial maintenance.

Depending on traffic, routine maintenance will need to be performed regularly. Within this time period, ensure daily maintenance is performed to maintain the appearance of the flooring material.

4.1 INITIAL MAINTENANCE

Remove any protective coverings prior to cleaning. Use dust mop and vacuum flooring to remove any dirt, dust or debris.

Mix 2-4 ounces of Excelsior NC-900 Neutral Cleaner to a gallon of clean, potable water. Use a clean microfiber pad or string mop to clean spills, dirt buildup and other debris.

If using a low-speed rotary floor machine (175 – 350 RPM), wet scrub the floor using a Mal-Grit Lite Brush from Malish or equivalent 22 gauge soft-bristled scrubbing brush. A 3M 5100 Red Buffer Pad or equivalent may be used.

If using an auto-scrubber, wet scrub the floor using a Mal-Grit Lite Brush from Malish or equivalent 22 gauge soft-bristled scrubbing brush. A 3M 5100 Red Buffer Pad or equivalent may be used.

Use an auto-scrubber, wet vacuum or clean mop to remove any and all excess cleaning solution. Rinse area with clean, cool water and allow floor to dry completely. Ensure flooring area is clean and that all cleaning residue has been removed (this may require additional rinsing).

4.1.1 OPTIONAL FINISH APPLICATION

Our products do not require a finish. If finish must be applied, ensure that initial maintenance has been conducted prior to applying floor finish. Flooring area must be free of dust, dirt, debris, adhesive or cleaning residues, and any potential contaminates.



Luxury Vinyl Flooring

CARE & MAINTENANCE INFORMATION

Apply Excelsior MF-940 or Excelsior GF-950 per the installation instructions in 3-5 coats. Allow each coat to dry completely before apply additional coats.

4.2 DAILY MAINTENANCE

Ensure that initial maintenance has been conducted prior to conducting daily maintenance. Use dust mop and vacuum flooring to remove any dirt, dust or debris.

Mix 2-4 ounces of Excelsior NC-900 Neutral Cleaner to a gallon of clean, potable water. Use a clean microfiber pad or string mop to clean spills, dirt buildup and other debris.

Rinse area with clean, cool water and allow floor to dry completely. Ensure flooring area is clean and that all cleaning residue has been removed (this may require additional rinsing).

4.3 ROUTINE OR PERIODIC MAINTENANCE

Ensure that initial maintenance has been conducted prior to conducting daily maintenance. Use dust mop and vacuum flooring to remove any dirt, dust or debris.

Mix 2-4 ounces of Excelsior NC-900 Neural Cleaner to a gallon of clean, potable water.

If using a low-speed rotary floor machine (175 – 350 RPM), wet scrub the floor using a Mal-Grit Lite Brush from Malish or equivalent 22 gauge soft-bristled scrubbing brush. A 3M 5100 Red Buffer Pad or equivalent may be used.

If using an auto-scrubber, wet scrub the floor using a Mal-Grit Lite Brush from Malish or equivalent 22 gauge soft-bristled scrubbing brush. A 3M 5100 Red Buffer Pad or equivalent may be used.

Use an auto-scrubber, wet vacuum or clean mop to remove any and all excess cleaning solution. Rinse area with clean, cool water and allow floor to dry completely. Ensure flooring area is clean and that all cleaning residue has been removed (this may require additional rinsing).

4.4 FINISH REMOVAL

If a floor finish is applied, it will need to be regularly removed and reapplied, depending on traffic. The extent of removal will depend on the condition of the finish and whether daily maintenance has been performed to protect the finish.

Ensure that initial maintenance has been conducted prior to conducting daily maintenance. Use dust mop and vacuum flooring to remove any dirt, dust or debris.

Removal of 1-2 coats of floor finish or preparing to top coat, mix 16 ounces of Excelsior FR-920 to a gallon of clean, potable water.

Removal of 3-4 coats of floor finish, mix 32 ounces of Excelsior FR-920 to a gallon of clean, potable water.

Removal of 5-6 coats of floor finish, mix 64 ounces of Excelsior PR-920 to a gallon of clean, potable water.

Use a clean mop or pump-up sprayer to apply solution to the area and let stand for 5-10 minutes. Re-apply the solution and allow solution to remain on surface for an additional 5-10 minutes before scrubbing and removing.

If using a low-speed rotary floor machine (175 – 350 RPM), wet scrub the floor using a Mal-Grit Lite Brush from Malish or equivalent 22 gauge soft-bristled scrubbing brush. A 3M 5100 Red Buffer Pad or equivalent may be used.

If using an auto-scrubber, wet scrub the floor using a Mal-Grit Lite Brush from Malish or equivalent 22 gauge soft-bristled scrubbing brush. A 3M 5100 Red Buffer Pad or equivalent may be used.



Luxury Vinyl Flooring

CARE & MAINTENANCE INFORMATION

Use an auto-scrubber, wet vacuum or clean mop to remove any and all excess cleaning solution. Rinse area with clean, cool water and allow floor to dry completely. Ensure flooring area is clean and that all cleaning residue has been removed (this may require additional rinsing).

Finish Removal is not an exact science and may take more than one attempt. For further information please us at solutions@rhctechical.com.

4.4.1 OPTIONAL FINISH RE-APPLICATION

Apply Excelsior MF-940 or Excelsior GF-950 per the installation instructions in 3-5 coats. Allow each coat to dry completely before apply additional coats.

5. DISINFECTION OVERVIEW

During this time of heightened sense of awareness regarding disinfection of surfaces, we wanted to provide up to date information regarding the disinfection of our flooring materials. Flooring is categorized as a **NONCRITICAL** environmental surface within Health Care environments according to the CDC due to the lack of skin contact with the flooring material. This means that Low Level Disinfection is required in these areas. We feel all spaces containing resilient flooring products should be treated the same way if end users wish to disinfect.

Despite being a noncritical surface, low level disinfection requires cleaning processes to be performed prior to any disinfection processes. Therefore, cleaning and disinfecting needs to be treated as two separate processes that make up a full maintenance program. We recommend that this maintenance program be personalized to meet your facility's specific needs. Therefore, all chemistries, equipment and processes must be safe to use on the flooring products but also meet cleaning and disinfection standards.

For optimal results when disinfecting our floor coverings, please follow the guidelines below for optimal results.

5.1 CLEANING THE FLOORING SURFACE FOR DISINFECTION

CLEANING THE FLOORING SURFACE as defined by the CDC removes germs, dirt, and impurities from surfaces or objects. Cleaning works by using soap (or detergent) and water to physically remove germs from surfaces. This process does not necessarily kill germs, but by removing them, it lowers their numbers and the risk of spreading infection.

Follow the existing guidelines published in the flooring material's care and maintenance guidelines. With resilient flooring materials, a high-quality, pH neutral cleaner is always the recommended choice but in certain circumstances, other chemistry may be recommended. If there is a situation that calls for something different or something is not working properly, please contact RHC Technical at solutions@rhctechical.com.

Always follow the chemical manufacturer's recommendations regarding dilution ratios and **DO NOT** let the chemistry dry at any point during this process. Remove the slurry that is created using a wet vacuum or auto-scrubbing machine. Be sure to thoroughly rinse the flooring material with clean, fresh water.

Failure to follow the above and recommended guidelines will render the disinfection process less effective as there are organic and/or inorganic materials left behind on the surface of the flooring material. Proper cleaning decreases microbial counts, allowing the disinfection process to be more efficient.

5.2 DISINFECTING THE FLOORING SURFACE

DISINFECTING THE FLOORING SURFACE as defined by the CDC kills germs on surfaces or objects. Disinfecting works by using chemicals to kill germs on surfaces or objects. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface after cleaning, it can further lower the risk of spreading infection.



Luxury Vinyl Flooring

CARE & MAINTENANCE INFORMATION

After the flooring material has been scrubbed clean and is completely dry, you can begin the disinfection process. Apply an EPA Registered Disinfectant in accordance to the chemistry's guidelines.

Allow the solution to dwell for the recommended period of time (based on bacteria or virus that you are targeting). Completely rinse and remove all disinfecting chemistry from the flooring material and allow the floor to completely dry. Left behind chemistry can soften materials and lead to damage, or create a film on the surface and cause scuffing.

When choosing a disinfectant to use on your flooring materials, be sure to use a high-quality, reputable branded product to ensure the performance and safety of the disinfectant. Be sure to always follow instructions and dilution ratios outlined by the chemical manufacturer. Straying from these instructions can result in severe damage to the flooring materials. We have provided a list of disinfectants that we are recommending for use on our products (all are quaternary disinfectants and safe for vinyl products). Should you choose to perform disinfection with a chemical other than one of those listed below, ensure that testing is performed prior to use by using attic stock or material installed in a non-exposed area for possible damage that could be done to the flooring materials. Any damage done to the flooring material from the use of an unapproved disinfectant will not be covered by the product warranty.

Vinyl Resilient Flooring Materials require a quaternary disinfectant at or above a pH of 6 and at or below a pH of 10.5 when properly diluted.

6. FLOORING PROTECTION

Do not slide or drag pallets or heavy equipment across the new flooring. When moving appliances or heavy furniture, protect flooring from scuffing and tearing using temporary floor protection.

All furniture, fixtures, and/or moving equipment casters must be made of a soft material and must have a contact point of at least 1" in width to limit indentation and flooring damage.

All rolling chairs or seating must have a resilient flooring chair pad installed over the finished floor to protect floor covering.

All fixed furniture legs must have permanent felt or soft rubber floor protectors installed on all contact points and to reduce indentation. Floor protectors must have a flat contact point of at least 1 sq. in. or 1 in. diameter and must cover the entire bottom surface of the furniture leg.

Ensure all furniture castors and chair legs are clean and free of any and all dirt and debris. Routinely clean chair castors and furniture legs to ensure that dirt or debris has not built up or become embedded in castors or floor protectors.

Replace chair castors and floor protectors at regular intervals, especially if they become damaged or heavily soiled.

Place walk-off mats at outside entrances. Ensure mats are manufactured with non-staining backs to prevent discoloration.



CARPET ONE FLOOR & HOME

LICENSE NO. 525913 - DIR NO. 1000002954

ROBINSON'S INTERIORS, INC.

230 N 11TH AVENUE HANFORD CA 93230
559-582-2610

Quote Number: ES200217
PO Number:

Date: Apr 8, 2022 1:38 PM
Salesperson: MARIA HUSAK

Sold To:
HANFORD FIRE DEPARTMENT
350 W. GRANGEVILLE BLVD
HANFORD, CA 93230 County KINGS
559-585-2545
MROWE@CITYOF HANFORDCA.COM

Ship To:
HANFORD FIRE DEPARTMENT
350 W. GRANGEVILLE BLVD
HANFORD, CA 93230 County KINGS

Item

COMPASS PLANKS 28 MIL 6" X 48" ASHEVILLE 36-SF/CT - 6"X48": TO BE DETERMINED
STIX2230 PRESSURE SENSITIVE CARPET TILE ADHESIVE 4 GALLON PAIL: NONE
700 SERIES RUB COVE BASE 4.5 INCH (TPR): TO BE DETERMINED
700 SERIES RUB BASE 6 IN (TPR): TO BE DETERMINED
FEATHER FINISH 10LB SD-F CEMENT BASED UNDERLAYMENT: GRAY
PREVAILING WAGE

Material:	\$18,813.
Services:	\$11,436.
Quote Total:	\$30,250.

Notes:

Install vinyl plank/tile flooring in Day Room/Kitchen/Dining Area/Hallways/Storage Closet/Office/Bedroom #1/Bedroom #2/Bedroom #3/Bedroom #4/Bedroom #5/Gym/Storage/Foyer/Hallway to Bathrooms/Mens Bathroom off Lobby/Womans Bathroom off Lobby/Conference Room/Reception/Storage off Lobby/Behind Reception Counter/Christy Whittington Office/Matt Rowe Office/Chief Pendergrass Office/(1) Additional Office
Existing flooring is to be removed by Robinsons.
Contents to be moved by client.

Based on Prevailing
Based on weekdays

BID INCLUDES
STANDARD FLOOR PREPARATION/FLOATING OF SMALL CRACKS AND COLD JOINTS.

EXCLUSIONS:
GRINDING OF CONCRETE/EXCESSIVE FLOOR FLOAT AND LEVELING AND/OR SHOT BLASTING. NO VAPOR EMISSIONS AND/OR ALKALINITY TESTING OR CONTROL. NO SEALING WAXING OR BUFFING OF FLOOR. NO COVERING/PROTECTION OF FINISHED FLOOR COVERING

Signature:

Quote Number: ES200217

Date: Apr 8, 2022

Quote

Customer: HANFORD FI
DEPARTME
Page 1 of 1

Attachment: Fire Station Floors - Robinson's Bid (Fire: Replacement of Station 1 & 2 Floors)

Quote/Estimate is only valid for seven days.

1.5% interest per month will be charged on all accounts past 30 days.

We agree to furnish Materials and/or Labor with the above specifications for the agreed upon sum.

Signature _____ Date _____

Pre-Installation Checklist*:

- The order has been checked for correct product(s), style(s), and color name(s) for all items.
- Pattern direction, plank/tile layout has been discussed.
- Care and cleaning instructions have been reviewed for all products ordered. Cleaners and floor protectors are available for purchase.
- The order (contract) is a special-order unless a stock product is otherwise notated.
- Confirm customer email is included on the order.
- The manufacturer's warranty information can be found on their website.

Site Preparation:

- Appliances - A licensed plumber or appliance technician can be coordinated by the customer. We are not responsible for damages we discover because of connecting/disconnecting lines.
- Moving Furniture - Customer is responsible for removing/securing all personal items, including bedcoverings, antique glassware, fragile items, or specialty items. We will also not move electrical, oversized, or irreplaceable items.
- Removing fixtures and other electrical and plumbing work - Pedestal sinks, lighting and other plumbing/electrical items should be removed and/or reset by a licensed professional.
- • Secure or remove animals/pets - For the safety of our installers and your pets, the animals will have to be placed in a closed room, locked crate, or removed from the premises. We do not want your pets getting hurt or lost.

Installation Requirements:

- The installation team will need an area to cut and prep materials.
- Working electricity and electrical outlets are necessary for installation.
- • Heating & HVAC System - The temperature should be between 65° and 85° (per most manufacturers) during the installation of the flooring to correctly acclimate and should be maintained throughout the life of floor.
- Customer acknowledges they need to be available for questions during installation.

Robinson's Interiors recommends the customer be present when the installers arrive to review the job, and then present post-installation for a walk-through to ensure the customer's satisfaction.

Attachment: Fire Station Floors - Robinson's Bid (Fire: Replacement of Station 1 & 2 Floors)

Quote Number: ES200217

Customer: HANFORD FIRE
DEPARTMENT
Page 2 of 2

Date: Apr 8, 2022

Quote



Compass Luxury Vinyl Flooring

TECHNICAL DATA

Nominal Dimensions	6" x 48" x 3mm Planks, 18 per carton 12" x 24" x 3mm Tiles, 18 per carton 18" x 18" x 3mm Tiles, 16 per carton
Wear Layer Thickness	28 mil (0.028") (0.7 mm)
Finish	Embossed UV Cured Ceramic Reinforced Urethane
ASTM F1700 - Solid Vinyl Tile	Class III, Type B
ASTM E648 (NFPA 253) - Critical Radiant Flux	Passes; Class 1, $\geq 0.45 \text{ W/cm}^2$
ASTM E662 (NFPA 258) - Smoke Density	Passes; ≤ 450
CAN/ULC-S102.2 - Surface Burning	50 Flame Spread Rating 150 Smoke Developed Classification
ASTM D2047 - Static Coefficient of Friction	≥ 0.5 ADA Standards for Accessible Design states the floor surface shall be stable, firm and slip resistant. Our test results utilize the James Machine as described in D2047 and as described in UL410 for floor covering materials (FCM) utilizing a leather foot under dry conditions. Maintenance processes and commonly utilized site applied finishes, polishes and other sealers to maintain resilient flooring products will change the walking surface and ultimately the Static Coefficient of Friction.
ASTM F970 - Static Load Resistance	Passes; $< 0.005"$ Indentation @ 250 psi
ASTM F970 - Static Load Resistance (Modified)	Passes; $\leq 0.005"$ Indentation @ 2000 psi ASTM F970 testing at loads above 250 psi is outside the scope of the test method. Since testing is conducted on flooring product alone, our stated results do not take into consideration chosen adhesive, any utilized underlayments and/or substrates or subfloors. These results should not be construed as an indicator of installed flooring performance.
ASTM F925 - Chemical Resistance	Excellent, Additional Chemicals Chart Available ASTM F925 testing is utilized to ensure flooring materials will stand up to certain household standard chemistries. Additional chemical resistance testing performed using this test method is for informational and guidance purposes only. Proper maintenance will have an effect on chemical resistance, but the best defense against a negative effect is to clean the drop/spill from the flooring surface immediately.
ASTM F2199 - Dimensional Stability	Excellent, $\leq 0.020"$ per linear foot
ASTM F1514 - Heat Stability	Excellent, $\Delta E \leq 8$
ASTM F1515 - Light Stability	Excellent, $\Delta E \leq 8$
ASTM F1914 - Residual Indentation	Excellent, $\leq 8\%$ after 24 hour recovery
Acclimation Time	48 Hours
Service & Storage Temperature	65° - 85° F See installation document for full installation details regarding approved substrates, job site conditions and acclimation procedures.
Sustainability Information	Made in the U.S.A. Meets Buy America Act (49 CFR Part 661) Meets Buy American Act (41 USC §§ 8301-8303) Contributes to LEED v4/4.1 GreenGuard Gold Certified Meets CA 01350 Requirements EPD Available



Compass Luxury Vinyl Flooring

TECHNICAL DATA

Sustainability Information...	Contains No Recycled Content 100% Recyclable
Warranty	20 Year Commercial
Approved Adhesives	Excelsior SP-500, Pressure Sensitive Spray Excelsior AP-520, Pressure Sensitive Roll/Trowel Excelsior AW-510, Wet-Set Acrylic Adhesive Excelsior U-705, Wet-Set Urethane Adhesive
Technical Support	solutions@rhctechnical.com
Product Support	support@sixdegreesflooring.com
Technical Documentation	www.sixdegreesflooring.com

Attachment: Fire Station Floors - Robinson's Bid (Fire: Replacement of Station 1 & 2 Floors)



Luxury Vinyl Flooring

CARE & MAINTENANCE INFORMATION

This document is intended to cover Care & Maintenance for all Six Degrees Flooring concepts. If there are any questions or concerns, or you desire a specific maintenance instruction for a product and/or application please reach out to solutions@rhctechical.com.

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Prior to acceptance of this document refer to website www.sixdegreesflooring.com to confirm that you have the most current revision. For additional technical support, send an e-mail to solutions@rhctechical.com.

1. RECOMMENDED CLEANERS, FINISHES, & FINISH REMOVERS

Excelsior NC-900 Neutral Cleaner is a pH neutral all-purpose cleaner for the initial and daily cleaning of Resilient flooring products

Excelsior FR-920 Vinyl Flooring Finish Remover is a highly concentrated finish remover specifically designed to remove topically applied flooring finishes from vinyl resilient flooring products

Excelsior MF-940 Matte Acrylic Floor Finish is a durable scuff resistance non-reflective matte acrylic floor finish developed for resilient flooring products

Excelsior GF-950 Gloss Acrylic Floor Finish is a durable scuff resistance reflective extended-wear gloss acrylic floor finish developed for resilient flooring products

Since there are many maintenance products available today for the commercial environment, we cannot test each available product for fitness of use. We have thoroughly tested these products and recommend their use. If you



Luxury Vinyl Flooring

CARE & MAINTENANCE INFORMATION

have a question regarding the fitness of use of other products, please contact customer service or technical services using the information below.

Some other products that we approve the use of in Residential / Multi-Family applications are:

Basic Coatings "Squeaky", Bona "Hardwood Floor Cleaner", XL North "LVT/Wood Floor Cleaner"

If you have a question regarding the fitness of use of other products, please contact customer service or technical services using the information below.

1.1 RECOMMENDED DISINFECTION PRODUCTS

Vinyl Resilient Flooring Materials require a quaternary disinfectant at or above a pH of 6 and at or below a pH of 10.5 when properly diluted. Some of the products that we approve of and that fall into this category are:

XL North's Vital Oxide, Diversey's Virex II 256 Disinfectant, Eco-Lab's Multi-Purpose Disinfectant Cleaner, Spartan's HDQ Neutral, Spartan's Super HDQ

If you have a question regarding the fitness of use of other products, please contact customer service or technical services using the information below.

2. MAINTENANCE OVERVIEW

One of the greatest benefits of using luxury vinyl flooring products is they are protected by a durable UV cured urethane factory finish and do not require a floor finish, commonly referred to as a 'wax', within the parameters of a maintenance program.

However, these products do require daily and routine care and maintenance with cleaning equipment to maintain the desired appearance. The frequency of daily and routine maintenance will depend upon the amount and type of traffic in the area.

Always use untreated, new or thoroughly cleaned mops and pads when conducting daily or routine maintenance. As with any maintenance program, be sure to use proper PPE (Personal Protective Equipment) per the cleaning product SDS and ensure all maintenance procedures are conducted per the cleaning products instructions. The use of Caution Tape and/or Wet Floor Signs is recommended to prevent slips and falls.

*There is a list of things that we would recommend that you not do to these flooring products as we have seen damage from these items: **DO NOT** use vacuums that have a beater bar or electric brooms with hard plastic bottoms or no padding, as this may cause discoloration, scratching and loss of sheen. **DO NOT** use highly alkaline or acidic cleaners. **DO NOT** use detergents, abrasive cleaners or "mop and shine" type products (such as Bleach, Pine-Sol, Clorox Soft Scrub, Fabuloso, Rejuvenate, Mop & Glo, Mr. Clean, Murphy's Oil Soap and similar, unapproved cleaners), as they will dull the finish and sheen of the flooring material. **DO NOT** use Mineral Spirits, Kerosene, Gasoline, Naphtha and/or other solvents to clean Luxury Vinyl Tile. **DO NOT** use sweeping compounds or cleaning agents containing oils or solvents. **DO NOT** allow excess amounts of water to sit on floor for extended periods of time.*

3. RESIDENTIAL / MULTI-FAMILY CARE & MAINTENANCE

Initial maintenance is required to prepare the material for use after the installation process. There is no "mold release" product on this material. Ensure that adhesive has cured for recommended period of time prior to conducting initial maintenance.

Depending on traffic, routine maintenance will need to be performed regularly. Within this time period, ensure daily maintenance is performed to maintain the appearance of the flooring material.



Luxury Vinyl Flooring

CARE & MAINTENANCE INFORMATION

3.1 INITIAL MAINTENANCE

Remove any protective coverings prior to cleaning. Use dust mop and vacuum flooring to remove any dirt, dust or debris.

Mix 2-4 ounces of Excelsior NC-900 Neutral Cleaner to a gallon of clean, potable water. Use a clean microfiber pad or string mop to clean spills, dirt buildup and other debris.

Rinse area with clean, cool water and allow floor to dry completely. Ensure flooring area is clean and that all cleaning residue has been removed (this may require additional rinsing).

3.1.1 OPTIONAL FINISH APPLICATION

Our products do not require a finish. If finish must be applied, ensure that initial maintenance has been conducted prior to applying floor finish. Flooring area must be free of dust, dirt, debris, adhesive or cleaning residues, and any potential contaminants.

Apply Excelsior MF-940 or Excelsior GF-950 per the installation instructions in 3-5 coats. Allow each coat to dry completely before apply additional coats.

3.2 DAILY MAINTENANCE

Ensure that initial maintenance has been conducted prior to conducting daily maintenance. Use dust mop and vacuum flooring to remove any dirt, dust or debris.

Mix 2-4 ounces of Excelsior NC-900 Neutral Cleaner to a gallon of clean, potable water. Use a clean microfiber pad or string mop to clean spills, dirt buildup and other debris.

Rinse area with clean, cool water and allow floor to dry completely. Ensure flooring area is clean and that all cleaning residue has been removed (this may require additional rinsing).

3.3 ROUTINE OR PERIODIC MAINTENANCE

Ensure that initial maintenance has been conducted prior to conducting daily maintenance. Use dust mop and vacuum flooring to remove any dirt, dust or debris.

Mix 2-4 ounces of Excelsior NC-900 Neural Cleaner to a gallon of clean, potable water. Use a clean nylon, soft bristled deck brush to scrub the floor. Use a wet vacuum or string mop to remove remaining solution.

Rinse area with clean, cool water and allow floor to dry completely. Ensure flooring area is clean and that all cleaning residue has been removed (this may require additional rinsing).

3.4 FINISH REMOVAL

If a floor finish is applied, it will need to be regularly removed and reapplied, depending on traffic. The extent of removal will depend on the condition of the finish and whether daily maintenance has been performed to protect the finish.

Ensure that initial maintenance has been conducted prior to conducting daily maintenance. Use dust mop and vacuum flooring to remove any dirt, dust or debris.

Removal of 1-2 coats of floor finish or preparing to top coat, mix 16 ounces of Excelsior FR-920 to a gallon of clean, potable water.

Removal of 3-4 coats of floor finish, mix 32 ounces of Excelsior FR-920 to a gallon of clean, potable water.

Removal of 5-6 coats of floor finish, mix 64 ounces of Excelsior PR-920 to a gallon of clean, potable water.



Luxury Vinyl Flooring

CARE & MAINTENANCE INFORMATION

Use a clean mop or pump-up sprayer to apply solution to the area and let stand for 5-10 minutes. Re-apply the solution and allow solution to remain on surface for an additional 5-10 minutes before scrubbing and removing.

If using a hand held deck brush, wet scrub the floor to release the floor finish from the surface.

If using a low-speed rotary floor machine (175 – 350 RPM), wet scrub the floor using a Mal-Grit Lite Brush from Malish or equivalent 22 gauge soft-bristled scrubbing brush. A 3M 5100 Red Buffer Pad or equivalent may be used.

If using an auto-scrubber, wet scrub the floor using a Mal-Grit Lite Brush from Malish or equivalent 22 gauge soft-bristled scrubbing brush. A 3M 5100 Red Buffer Pad or equivalent may be used.

Use an auto-scrubber, wet vacuum or clean mop to remove any and all excess cleaning solution. Rinse area with clean, cool water and allow floor to dry completely. Ensure flooring area is clean and that all cleaning residue has been removed (this may require additional rinsing).

Finish Removal is not an exact science and may take more than one attempt. For further information please us at solutions@rhctechical.com.

3.4.1 OPTIONAL FINISH RE-APPLICATION

Apply Excelsior MF-940 or Excelsior GF-950 per the installation instructions in 3-5 coats. Allow each coat to dry completely before apply additional coats.

4. COMMERCIAL CARE & MAINTENANCE

Initial maintenance is required to prepare the material for use after the installation process. There is no "mold release" product on this material. Ensure that adhesive has cured for recommended period of time prior to conducting initial maintenance.

Depending on traffic, routine maintenance will need to be performed regularly. Within this time period, ensure daily maintenance is performed to maintain the appearance of the flooring material.

4.1 INITIAL MAINTENANCE

Remove any protective coverings prior to cleaning. Use dust mop and vacuum flooring to remove any dirt, dust or debris.

Mix 2-4 ounces of Excelsior NC-900 Neutral Cleaner to a gallon of clean, potable water. Use a clean microfiber pad or string mop to clean spills, dirt buildup and other debris.

If using a low-speed rotary floor machine (175 – 350 RPM), wet scrub the floor using a Mal-Grit Lite Brush from Malish or equivalent 22 gauge soft-bristled scrubbing brush. A 3M 5100 Red Buffer Pad or equivalent may be used.

If using an auto-scrubber, wet scrub the floor using a Mal-Grit Lite Brush from Malish or equivalent 22 gauge soft-bristled scrubbing brush. A 3M 5100 Red Buffer Pad or equivalent may be used.

Use an auto-scrubber, wet vacuum or clean mop to remove any and all excess cleaning solution. Rinse area with clean, cool water and allow floor to dry completely. Ensure flooring area is clean and that all cleaning residue has been removed (this may require additional rinsing).

4.1.1 OPTIONAL FINISH APPLICATION

Our products do not require a finish. If finish must be applied, ensure that initial maintenance has been conducted prior to applying floor finish. Flooring area must be free of dust, dirt, debris, adhesive or cleaning residues, and any potential contaminates.



Luxury Vinyl Flooring

CARE & MAINTENANCE INFORMATION

Apply Excelsior MF-940 or Excelsior GF-950 per the installation instructions in 3-5 coats. Allow each coat to dry completely before apply additional coats.

4.2 DAILY MAINTENANCE

Ensure that initial maintenance has been conducted prior to conducting daily maintenance. Use dust mop and vacuum flooring to remove any dirt, dust or debris.

Mix 2-4 ounces of Excelsior NC-900 Neutral Cleaner to a gallon of clean, potable water. Use a clean microfiber pad or string mop to clean spills, dirt buildup and other debris.

Rinse area with clean, cool water and allow floor to dry completely. Ensure flooring area is clean and that all cleaning residue has been removed (this may require additional rinsing).

4.3 ROUTINE OR PERIODIC MAINTENANCE

Ensure that initial maintenance has been conducted prior to conducting daily maintenance. Use dust mop and vacuum flooring to remove any dirt, dust or debris.

Mix 2-4 ounces of Excelsior NC-900 Neural Cleaner to a gallon of clean, potable water.

If using a low-speed rotary floor machine (175 – 350 RPM), wet scrub the floor using a Mal-Grit Lite Brush from Malish or equivalent 22 gauge soft-bristled scrubbing brush. A 3M 5100 Red Buffer Pad or equivalent may be used.

If using an auto-scrubber, wet scrub the floor using a Mal-Grit Lite Brush from Malish or equivalent 22 gauge soft-bristled scrubbing brush. A 3M 5100 Red Buffer Pad or equivalent may be used.

Use an auto-scrubber, wet vacuum or clean mop to remove any and all excess cleaning solution. Rinse area with clean, cool water and allow floor to dry completely. Ensure flooring area is clean and that all cleaning residue has been removed (this may require additional rinsing).

4.4 FINISH REMOVAL

If a floor finish is applied, it will need to be regularly removed and reapplied, depending on traffic. The extent of removal will depend on the condition of the finish and whether daily maintenance has been performed to protect the finish.

Ensure that initial maintenance has been conducted prior to conducting daily maintenance. Use dust mop and vacuum flooring to remove any dirt, dust or debris.

Removal of 1-2 coats of floor finish or preparing to top coat, mix 16 ounces of Excelsior FR-920 to a gallon of clean, potable water.

Removal of 3-4 coats of floor finish, mix 32 ounces of Excelsior FR-920 to a gallon of clean, potable water.

Removal of 5-6 coats of floor finish, mix 64 ounces of Excelsior PR-920 to a gallon of clean, potable water.

Use a clean mop or pump-up sprayer to apply solution to the area and let stand for 5-10 minutes. Re-apply the solution and allow solution to remain on surface for an additional 5-10 minutes before scrubbing and removing.

If using a low-speed rotary floor machine (175 – 350 RPM), wet scrub the floor using a Mal-Grit Lite Brush from Malish or equivalent 22 gauge soft-bristled scrubbing brush. A 3M 5100 Red Buffer Pad or equivalent may be used.

If using an auto-scrubber, wet scrub the floor using a Mal-Grit Lite Brush from Malish or equivalent 22 gauge soft-bristled scrubbing brush. A 3M 5100 Red Buffer Pad or equivalent may be used.



Luxury Vinyl Flooring

CARE & MAINTENANCE INFORMATION

Use an auto-scrubber, wet vacuum or clean mop to remove any and all excess cleaning solution. Rinse area with clean, cool water and allow floor to dry completely. Ensure flooring area is clean and that all cleaning residue has been removed (this may require additional rinsing).

Finish Removal is not an exact science and may take more than one attempt. For further information please us at solutions@rhctechnical.com.

4.4.1 OPTIONAL FINISH RE-APPLICATION

Apply Excelsior MF-940 or Excelsior GF-950 per the installation instructions in 3-5 coats. Allow each coat to dry completely before apply additional coats.

5. DISINFECTION OVERVIEW

During this time of heightened sense of awareness regarding disinfection of surfaces, we wanted to provide up to date information regarding the disinfection of our flooring materials. Flooring is categorized as a **NONCRITICAL** environmental surface within Health Care environments according to the CDC due to the lack of skin contact with the flooring material. This means that Low Level Disinfection is required in these areas. We feel all spaces containing resilient flooring products should be treated the same way if end users wish to disinfect.

Despite being a noncritical surface, low level disinfection requires cleaning processes to be performed prior to any disinfection processes. Therefore, cleaning and disinfecting needs to be treated as two separate processes that make up a full maintenance program. We recommend that this maintenance program be personalized to meet your facility's specific needs. Therefore, all chemistries, equipment and processes must be safe to use on the flooring products but also meet cleaning and disinfection standards.

For optimal results when disinfecting our floor coverings, please follow the guidelines below for optimal results.

5.1 CLEANING THE FLOORING SURFACE FOR DISINFECTION

CLEANING THE FLOORING SURFACE as defined by the CDC removes germs, dirt, and impurities from surfaces or objects. Cleaning works by using soap (or detergent) and water to physically remove germs from surfaces. This process does not necessarily kill germs, but by removing them, it lowers their numbers and the risk of spreading infection.

Follow the existing guidelines published in the flooring material's care and maintenance guidelines. With resilient flooring materials, a high-quality, pH neutral cleaner is always the recommended choice but in certain circumstances, other chemistry may be recommended. If there is a situation that calls for something different or something is not working properly, please contact RHC Technical at solutions@rhctechnical.com.

Always follow the chemical manufacturer's recommendations regarding dilution ratios and **DO NOT** let the chemistry dry at any point during this process. Remove the slurry that is created using a wet vacuum or auto-scrubbing machine. Be sure to thoroughly rinse the flooring material with clean, fresh water.

Failure to follow the above and recommended guidelines will render the disinfection process less effective as there are organic and/or inorganic materials left behind on the surface of the flooring material. Proper cleaning decreases microbial counts, allowing the disinfection process to be more efficient.

5.2 DISINFECTING THE FLOORING SURFACE

DISINFECTING THE FLOORING SURFACE as defined by the CDC kills germs on surfaces or objects. Disinfecting works by using chemicals to kill germs on surfaces or objects. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface after cleaning, it can further lower the risk of spreading infection.

Luxury Vinyl Flooring

CARE & MAINTENANCE INFORMATION

After the flooring material has been scrubbed clean and is completely dry, you can begin the disinfection process. Apply an EPA Registered Disinfectant in accordance to the chemistry's guidelines.

Allow the solution to dwell for the recommended period of time (based on bacteria or virus that you are targeting). Completely rinse and remove all disinfecting chemistry from the flooring material and allow the floor to completely dry. Left behind chemistry can soften materials and lead to damage, or create a film on the surface and cause scuffing.

When choosing a disinfectant to use on your flooring materials, be sure to use a high-quality, reputable branded product to ensure the performance and safety of the disinfectant. Be sure to always follow instructions and dilution ratios outlined by the chemical manufacturer. Straying from these instructions can result in severe damage to the flooring materials. We have provided a list of disinfectants that we are recommending for use on our products (all are quaternary disinfectants and safe for vinyl products). Should you choose to perform disinfection with a chemical other than one of those listed below, ensure that testing is performed prior to use by using attic stock or material installed in a non-exposed area for possible damage that could be done to the flooring materials. Any damage done to the flooring material from the use of an unapproved disinfectant will not be covered by the product warranty.

Vinyl Resilient Flooring Materials require a quaternary disinfectant at or above a pH of 6 and at or below a pH of 10.5 when properly diluted.

6. FLOORING PROTECTION

Do not slide or drag pallets or heavy equipment across the new flooring. When moving appliances or heavy furniture, protect flooring from scuffing and tearing using temporary floor protection.

All furniture, fixtures, and/or moving equipment casters must be made of a soft material and must have a contact point of at least 1" in width to limit indentation and flooring damage.

All rolling chairs or seating must have a resilient flooring chair pad installed over the finished floor to protect floor covering.

All fixed furniture legs must have permanent felt or soft rubber floor protectors installed on all contact points and to reduce indentation. Floor protectors must have a flat contact point of at least 1 sq. in. or 1 in. diameter and must cover the entire bottom surface of the furniture leg.

Ensure all furniture castors and chair legs are clean and free of any and all dirt and debris. Routinely clean chair castors and furniture legs to ensure that dirt or debris has not built up or become embedded in castors or floor protectors.

Replace chair castors and floor protectors at regular intervals, especially if they become damaged or heavily soiled.

Place walk-off mats at outside entrances. Ensure mats are manufactured with non-staining backs to prevent discoloration.



Limited Warranty

SIX DEGREES PRODUCTS

This document is intended to provide product warranty information for all Six Degrees Products. Should you need a job specific product warranty or if there are any questions or concerns, please reach out to solutions@rhctechanical.com.

1. WARRANTY TERMS	1
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1. WARRANTY TERMS

Six Degrees Flooring Surfaces ("Manufacturer") warrants to its original purchaser that, at the time of delivery by the Manufacturer, the flooring products described in the Manufacturer's Catalog as listed below will conform to Manufacturer's published technical documents.

All warranties, whether expressed or implied, are contingent on the following requirements:

1.1 ALL TECHNICAL DATA MUST BE REVIEWED

Products must be installed in accordance with Manufacturer's published architectural specifications, technical data sheets, care and maintenance documents and other relevant technical information provided by the manufacturer for the Products ("Technical Data") available at the time of installation. This includes technical data sheets of all associated adhesive and maintenance products, as well as proper product and adhesive selection.

1.2 NOTICE OF DEFECT PRIOR TO INSTALLATION

Six Degrees requests notification of any defect prior to installation. If this occurs, Six Degrees will replace the material at no charge to the Installer or End User. Failure to notify prior to installation could result in voided product warranty. The installation of defective material waves any right to product and/or labor reimbursement.

1.3 NOTICE OF DEFECT DURING OR AFTER INSTALLATION

If defect is discovered during or after installation, notification must be made to Six Degrees. Six Degrees must be permitted the right to a sample or inspection of the installation. Upon inspection of the sample or installation, if Six Degrees determines the product to be defective, Six Degrees will repair or replace the determined defective product, subject to the limitations of this warranty, and prorated as described section relevant to the limited manufacturers' and/or limited wear warranty. Intentional installation of defective material waves any right to product and/or labor reimbursement.

2. INDIVIDUAL PRODUCT WARRANTIES

All products carry a Limited Warranty including wear (wear is defined as through the decorative layer or visible sampled surface of the material), conformity to written specifications and to be free from manufacturing defects, subject to the terms and conditions of this document. Warranties are not transferable.

Product Warranty period begins at the **Date of Substantial Completion** of the project as long as installation occurs within a reasonable timeframe of original purchase of the material for the project. This would also include any "attic

Attachment: Fire Station Floors - Robinson's Bid (Fire: Replacement of Station 1 & 2 Floors)



Limited Warranty

SIX DEGREES PRODUCTS

stock" or additional material at distribution for said project. Anywhere Lifetime Warranty is utilized the meaning is to be understood as the original owner of the facility and is not transferable.

Each product will be listed with the length of this warranty according to product group. We reserve the right to prorate replacement material and/or labor based on the length of the product warranty. Proration occurs at the following intervals of the warranty. During the first 25% of the warranty we will provide 100% replacement costs, 26%-50% of the warranty we will provide material and 50% of the replacement labor costs, 51%-100% of the warranty we will provide material costs only.

2.1 LUXURY VINYL TILE AND PLANK FLOORING PRODUCTS

DeGradus Vinyl Plank & Tile products have a Ten (10) Year Limited Residential/Multi-Family Warranty

Quick Ship 2mm Vinyl Plank & Tile products have a Ten (10) Year Limited Residential/Multi-Family Warranty

VaraCore Waterproof 4mm Vinyl Plank & Tile products have a Five (5) Year Limited Commercial Warranty and a Fifteen (15) Year Limited Residential/Multi-Family Warranty

Radius Vinyl Plank & Tile products have a Ten (10) Year Limited Commercial Warranty and a Twenty (20) Year Limited Residential/Multi-Family Warranty

Quick Ship 3mm Vinyl Plank & Tile products has a Fifteen (15) Year Limited Commercial Warranty and a Twenty (20) Year Limited Residential/Multi-Family Warranty

VaraCore Waterproof 5mm with Attached Pad Vinyl Plank & Tile products has a Twenty (20) Year Limited Commercial Warranty and a Lifetime Limited Residential/Multi-Family Warranty

Compass Vinyl Plank & Tile products have a Twenty (20) Year Limited Commercial Warranty and a Lifetime Limited Residential/Multi-Family Warranty

"Waterproof" claim is understood to mean the structural integrity of the Luxury Vinyl Tile and Plank Flooring products will not degrade due to contact with moisture/water in standard conditions (does not cover flooding). Waterproof Luxury Vinyl Tile and Plank Flooring should not be used to mitigate an existing moisture condition and cannot prevent issues associated or caused by excessive moisture or alkalis in the subfloor or conditions arising from hydrostatic pressure.

2.2 STAIR TREAD AND RISERS PRODUCTS

Impression Vinyl Stair Tread products have a Ten (10) Year Limited Commercial Warranty and a Lifetime Limited Residential/Multi-Family Warranty

3. WARRANTY EXCLUSIONS

The above warranty time frames do not apply or cover any of the following scenarios; any expressed or implied promise made by any architect, designer, representative, sales agent, distributor or installer without expressed, written consent from Manufacturer's technical staff.

Concerns pertaining to product shade, color or dimensional variations that are considered within normal manufacturing and/or industry standards and/or tolerances. Variations in embossing, mottling, color or shade to any products to any photographs, printed brochures and samples provided as marketing tools. Products installed with visible and/or obvious manufacturing and/or shade defects. Products installed outside of product limitations found in Technical Data. Discoloration or damage caused by improper or incompatible cleaning products, disinfectants, floor finishes or finish removal products, as well as improper maintenance procedures, tools or machinery. Discoloration or damage caused by subfloor or adhesive pH levels. Discoloration, fading, or damage from heavy sunlight and/or UV light exposure from direct and/or indirect glass-filtered sunlight.



Limited Warranty

SIX DEGREES PRODUCTS

Products that have not been installed in strict accordance with Installation Instructions and Technical Data related to that product. Products that have been installed with a non-approved adhesive that is not compatible adhesive or an adhesive creating concern approval is given in written form. Products that have been damaged by excessive topical water, from such causes as improper or excessive maintenance, broken or leaking plumbing, sink overflow, flooding or weather conditions. Products that have been damaged by hydrostatic pressure, osmosis, excessive subfloor moisture or subfloor moisture-related issues. Products that have been damaged by negligence or accident, such as tears, burns or cuts. Products that have been damaged by sharp, pointed objects, such as stiletto high heels, damaged high heels, spikes or skates of any kind. Products that have been damaged by incompatible materials, such as acids, alkalis and solvents. Products that have been damaged by animal or vegetable fats, oils or grease and petroleum-based hydrocarbons. Products installed outdoors as products are designed to perform within indoor applications only. Products that have been damaged by circumstances beyond the reasonable control of Manufacturer, such as ambient or substrate conditions. Products that have been damaged or deformed by substrate imperfections, damage or improper substrate selection as stated by manufacturer (per Installation Instructions and Technical Data technical document). Any products that have been sold or resold as "seconds", "mill-run", "non-conforming", "as is" or otherwise denoted as non-standard quality. Unreasonable costs associated with product replacement, such as labor costs outside of pro-rated schedule, overtime and loss of use or business.

Except for the expressed warranties above, manufacturer makes no representations regarding the products, their use or performance and disclaims all representations and warranties, whether expressed and/or implied, written and/or oral, with respect to the products, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Under no circumstances will manufacturer be liable for any consequential, incidental, indirect, punitive or special damages, including lost profits. In no even shall manufacturer liability ever exceed the purchase price paid for the product at issue and an amount up to the original cost of labor and material for the affected installation area. The purchaser acknowledges that the remedies provided in this limited warranty are its sole and exclusive remedies, and manufacturer's sole obligation, for any breach of representation or warranty, is in lieu of all other remedies. Purchaser must bring any legal action for breach of warranty within one year after the claim or cause of action has accrued or period prescribed by the applicable statutes of limitation or repose, whichever comes first. Some states do not allow limitations on the length of implied warranties. Though this warranty gives the purchaser specific legal rights, the purchaser may also have additional legal rights afforded them by the appropriate state. Exclusions or limitations of incidental or consequential damages may vary by state. For further information, consult the appropriate state consumer affairs office or the state attorney general's office.

4. NOTIFICATION OF WARRANTY CLAIM

To be considered eligible for replacement under this documented warranty, notice must be made within **fifteen (15) working days** of discovery of the defect by submission of a claim to the appropriate representative. No warranty claims will be processed if received more than **thirty (30) days** after the applicable warranty period has ended.

All warranty claims must be directed to:

RHC Technical

ATTN: Kim Jenkins

680 Waverly Road, Tuscumbia, Alabama 35674

P: (419) 436 - 4554

E: kim@rhctechnical.com

All claims should include a completed Claim Form, along with any associated photos and independent testing reports conducted prior to installation or independent inspection reports conducted after irregularities are observed or suspected.

Manufacturer, or its designated representative, shall have the right to examine the Products and the flooring (including testing of the flooring and substrate) at the installation site with respect to any warranty claim. Any removal of installed Products prior to such examination will void this warranty. Manufacturer may require additional testing or verification of any such test obtained by the original purchaser.

Attachment: Fire Station Floors - Robinson's Bid (Fire: Replacement of Station 1 & 2 Floors)

121 North Encina St. Visalia, CA 93291

BEHIND FOX THEATRE

Phone (559) 733-9990

FAX (559) 733-7951

Email: franeys@live.com

Calif. State Cont. #288491

Franeys

DESIGN CENTER



13.H.c

34678

Date 11/12/2021

Contractor _____

Address _____ Phone _____

Owner City of Hanford Email _____

Address Hanford Fire Dept Phone _____

Job Location Fire station #1 + #2 (R.F.P)

We hereby agree to furnish and install the following items, subject to the terms and conditions specified below.

furnish + install commercial vinyl plank flooring
& 4" Rubber Base - Thru-out;

TAKE UP OLD -
OWNER TO R+R plumbing - 2 small Bathrooms -
owner TO R+R furniture -
WEEKDAY hours -

NO Moisture Test, moisture proofing, clean, wax,
NO PROTECTION

Total Tax Invol

\$ 91,000⁰⁰

DIR # 1000003015

PLEASE SIGN & RETURN TOP COPY WITH

DEPOSIT.

Terms: Net Cash on Completion of Job

A FINANCE CHARGE of 1½% per month, which is 18% per Annum, will be charged on accounts 30 days past due. Minimum Charge .75c.

Submitted By

FRANEY FLOOR COVERING, Inc.

NOTE: THIS ESTIMATE SUBJECT TO APPROVAL OF OUR OFFICE
This Estimate Void After 30 Days

PLEASE DELIVER goods and make installations described above, for which I agree to pay you on above named terms. I also agree to pay you any additional charges which shall be added to above amounts for extra materials or work not described above; including cleaning floor; removing old linoleum, moving tubs, stoves, heaters and refrigerators. I also agree to pay reasonable collection charges in event I fail to pay this bill as herein promised and in event of legal action to pay all costs including attorney's fees. I hereby relieve FRANEY FLOOR COVERING of all responsibility for warped or faulty floors or when condition of moisture or alkali prevails. It is understood that in rooms where there are tubs - heaters - stoves or fresh paint. Linoleum laying is difficult and FRANEY FLOOR COVERING is not responsible for damage to said items unless such damage is caused by undue negligence on the part of their workmen.

I would like to have Promotional Marketing Material
emailed to me: ☐ Yes ☐ No

ACCEPTED

Contractor-Owner or Authorized Agent

NOTICE TO OWNER — The Representations made in this contract, are made under penalty of perjury.

The law requires that, before a licensed contractor can enter into a contract with you for work of improvement on your property, he must give you a copy of this notice. (see over)

Packet Pg. 96

Attachment: Fire Station Floors - Franeys Bid (Fire: Replacement of Station 1 & 2 Floors)

Under the mechanic's lien laws of the State of California, persons who help to improve your property and are not paid have a right to enforce their claim against your property. This "claim" is known as a mechanics' lien. Basically, when somebody files a mechanics' lien, they are making a claim on your property as security against payment of a just debt.

In other words this law allows contractors, subcontractors, laborers, materialmen or certain others who may have provided goods or services to place a lien on your home or the structure they built or improved for you for any unpaid portion of the goods and services they furnish. For example, if you fail to pay your contractor, or if your contractor fails to pay his subcontractor or laborers, or neglects to make required contributions to a trust and/or other funds (where applicable), then those people can look to your property for payment, even if you have paid your contractor in full.

There are a number of ways to protect yourself and your property at the onset of contracting and throughout the construction project. You might, for instance, request that the contractor furnish you with a payment and performance bond. (This is a different bond than the one currently required by Contractors License Law.) The additional cost is usually minimal and is a certain guarantee that the project will be completed and the bills paid. You may also wish to record this payment and performance bond and file the contract with the County Recorder to further protect yourself from anyone liening your property. If you do have a contractor provide a special bond on your project and the bonding company does not honor your claim promptly in the event the contractor defaults, you may wish to contact the California Insurance Commission to see if the bonding company is engaging in an unfair claims practice.

Another avenue available to you is to use a funding control company. The control company acts as a third party disbursing all funds for payment and usually securing all the necessary releases of liens. A funding control company is a specialized construction escrow which makes payment directly to subcontractors and suppliers. By doing this, it affords additional protection against valid liens.

Should you choose not to use the above, the following are some of the important time requirements you should be aware of regarding the mechanics' lien laws:

1. Preliminary Notice:

A claimant, contractor, subcontractor, or materialman is entitled to enforce a lien only if he gives the preliminary twenty (20) days notice, if applicable. All claimants, other than the original contractor (the person you contracted with), or a laborer performing actual labor for wages, must give this notice. Therefore, people who you may not even know, such as a subcontractor, or material supplier, must notify you that they are providing supplies or services to your property which may later create a lien. This Preliminary Notice must be given no later than twenty (20) days after the claimant has first furnished labor, services, equipment or material to the job site.

If you get such a Preliminary Notice, do not be alarmed. The notice is intended for your protection so that you may then require your contractor to furnish you with an unconditional lien release prior to or concurrently with payment to him.

2. Notice of Mechanics' Lien.

Usually claimants must record a Notice and Claim of Lien within ninety (90) days of the completion of the work. If a Notice of Completion, or a Notice of Cessation of Labor has been recorded, then the Mechanics' Lien must be recorded within sixty (60) days by the original contractor and within thirty (30) days by all other claimants such as subcontractors, materialmen etc. The claimants must indicate on the notice what is owed to them. This lien will now bind your property like a mortgage or trust deed.

3. Complaint to Foreclose a Mechanics' Lien.

If the claimants demands are not satisfied, then they must usually file suit within ninety (90) days after the recordation of a Notice of Mechanics' Lien. The complaint to foreclose the lien is filed in a regular court proceeding and follows in a similar manner. You should be aware that your property could be sold and the proceeds from the sale used to satisfy the claim.

4. Notice of Non-Responsibility.

You can protect yourself and your property from a valid claim of a contractor, or subcontractor who is doing work on your property, but not at your request (for example if you have a tenant who has contracted for work to be done). You can do this by posting and recording a Notice of Non-Responsibility. The notice must be posted in a conspicuous place within ten (10) days after you have obtained knowledge of the work. You must then record the notice at the County Recorder's office. You can usually purchase this form from various sources.

5. Unconditional Lien Release.

You may also require that the original contractor provide you with unconditional lien releases signed by each and every person who has performed any work or labor as well as every person who has delivered any materials to your job. Be sure to get releases from each person who gave you a Preliminary Notice.

6. Notice of Completion.

The owner of the property or his agent (sometimes the general contractor) can record a Notice of Completion within ten (10) days following the actual completion of the work of improvement. The effect of the Notice of Completion is to shorten the time period within which the contractors or subcontractors may file their Mechanics' Lien.

The above is not meant to be an exhaustive review of mechanics' liens. It is intended that you understand that you are entering into a contract which may bind your property and it is intended that you understand how to act to protect your property.

Read and acknowledged.

Date

Signature

R | Timber Grove II 20 mil

PRODUCT SPECIFICATIONS



COLLECTION	Timber Grove II
STYLE NUMBER	I421V
CONSTRUCTION	Commercial Luxury Vinyl Plank
WEAR LAYER THICKNESS	20 mil / 0.02 inches (0.508 mm)
OVERALL THICKNESS	0.098 inches (2.5 mm)
EDGE PROFILE	Squared Edge
REFERENCE SPECIFICATION	ASTM F1700 Class III printed film vinyl plank Type B (embossed)
FINISH	ExoGuard+™
INSTALLATION TYPE	Dry Back
INSTALLATION	Glue Down
RECOMMENDED ADHESIVE	LG4100 4G, S150 SPRAY ADHS or 4151

Packaging

PLANK SIZE
PIECES / BOX
AREA / BOX
WEIGHT / BOX

US Units
5.96 inches W x 48 inches L
21
41.72 sq ft
35.44 lbs

Metric Units
15.1 cm W x 121.9 cm L

3.9 sq m
16.1 kg

Performance Testing

STATIC LOAD / ASTM F970
RESIDUAL INDENTATION / ASTM F1914
RESISTANCE TO CHEMICALS / ASTM F925
RADIANT PANEL / ASTM E648
SMOKE DENSITY / ASTM E662
SLIP RESISTANCE / ASTM D2047

Passes (Modified), *1500 lbs
Passes
Passes
Passes, Class I
Passes
≥0.5, meets the recommended static coefficient of friction for ADA walking surfaces
No to Slight Change

*Results are based on a laboratory test and used for comparative purposes. Real life load limit may vary.

Test Reports may be included or listed by the manufacturing/inventory style number as opposed to the noted selling style number.

R | Timber Grove II 20 mil

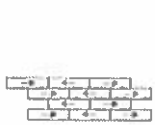
Warranty

15 Year Limited Commercial.

Commercial Limited Underbed Bond Shaw 4100, S150 Or Shaw 4151.

Please visit patcraft.com for the most current warranty information.

Installation Methods



Brick



Herringbone



Stagger

[Installation Guidelines](#)

[Maintenance Guidelines](#)

Environmental

FLOORSCORE®

RECYCLED CONTENT

Certified

Pre-consumer - 30%

COLORWAYS | NATURAL VISUALS 1420V / 1421V / 1559V / 1438V / 1599V

TIMBER GROVE II



00170 aster



00173 sprout



00174 heather



00559 juniper



00564 hedgerow



00568 mooreland



00572 hemlock



00684 laurel



00774 frontier



00775 boxwood



05012 shady grove



05013 yarrow



05016 inkberry



05019 pavillion



07003 pergola



07004 topiary



07005 courtyard



07007 trellis



07008 lattice

COLORWAYS | COLORS* 1421V / 1559V / 1438V / 1599V *these colorways are not available in 12 mil (1420V)

	00850 garnet		00650 coral		00600 mandarin		00230 merigold		00350 cactus		00360 arbor
	00370 turquoise		00400 caribe		00450 indigo		00580 onyx		00540 silver		00710 bistre

Fire Station No. 2 Flooring Replacement

Project Background:

This project involves the removal and replacement of the carpet and linoleum tile at Fire Station 2 with Vinyl Composition Tile (VCT).

Existing Conditions:

Carpet and linoleum is worn out in several places throughout the station. Crews are unable to decontaminate the existing flooring appropriately to eliminate the spread of pathogens that may be transmitted via boots and clothing placed on the floor.

Project Justification:

With the Covid pandemic, it became clear that decontaminating carpet and the worn linoleum at the station was impossible. This has caused increased exposure and risk to employees. A VCT tile will be utilized to replace the flooring which will allow the floor to be appropriately decontaminated. This project may also be reimbursable as a COVID-19 expense.

Fiscal Implications:

Funding for this project will be allocated from Accumulated Capital Outlay Reserves.

Project Budget Summary:

		5-Year Funding Allocation				
		2022	2023	2024	2025	2026
Expenditure	Program or Project	Construction				
	Remove and dispose of old flooring	5,000				
	Replace flooring with LVT	23,000				
	Department Overhead	1,470				
Total Expenditure		\$29,470	\$0	\$0	\$0	\$0
Revenue	Funding					
	0004 Accumulated Capital Outlay	29,470				
Total Funding		\$29,470	\$0	\$0	\$0	\$0

Attachment: Fire Flooring CIP (Fire: Replacement of Station 1 & 2 Floors)

Fire Station No. 1 Flooring Replacement

Project Background:

This project involves the removal and replacement of the carpet and linoleum tile at Fire Station 1 with Vinyl Composition Tile (VCT).

Existing Conditions:

Carpet and linoleum is worn out in several places throughout the station. Crews are unable to decontaminate the existing flooring appropriately to eliminate the spread of pathogens that may be transmitted via boots and clothing placed on the floor.

Project Justification:

With the Covid pandemic, it became clear that decontaminating carpet and the worn linoleum at the station was impossible. This has caused increased exposure and risk to employees. A VCT tile will be utilized to replace the flooring which will allow the floor to be appropriately decontaminated. This project may also be reimbursable as a COVID-19 expense.

Fiscal Implications:

Funding for this project will be allocated from Accumulated Capital Outlay Reserves.

Project Budget Summary:

		5-Year Funding Allocation				
		2022	2023	2024	2025	2026
Expenditure	Program or Project	Construction				
	Remove and dispose of old flooring	5,000				
	Replace flooring with LVT	23,000				
	Department Overhead	1,470				
Total Expenditure		\$29,470	\$0	\$0	\$0	\$0
Revenue	Funding					
	0004 Accumulated Capital Outlay	29,470				
Total Funding		\$29,470	\$0	\$0	\$0	\$0

Attachment: Fire Flooring CIP (Fire: Replacement of Station 1 & 2 Floors)



AGENDA STAFF REPORT

MEETING DATE: 4/19/2022

AGENDA SECTION: I

SUBJECT:

Finance: Receive and File the City of Hanford's Quarterly Investment Portfolio and Transactions Reports

Recommended Motion

That the City Council, by motion, accept the City of Hanford's Quarterly Investment Portfolio and Transactions Report.

Background

Quarterly Investment Report. The City has approximately \$97.2 million in investments and cash as of 03/31/22.

Recent Activity. The City actively maintains its Wells Fargo cash accounts at a minimum of \$2.5 million while investing excess cash in the Tulare County Investment Pool (TCIP) where interest rates are currently higher versus the Local Agency Investments Fund (LAIF). This quarter a total of \$11 million was deposited in TCIP. On an ongoing basis, securities which mature are quickly reinvested to avoid idle cash making little to no interest.

Current Investment Environment. Interest rates are increasing. In March, the Federal Reserve approved an interest hike of 0.25 percentage point, the first increase since December 2018. Over the course of the remaining six meetings in 2022, rate rises are anticipated to take place. The 10 year Treasury Note interest is currently at 2.727%. The most recent date where the yield was close to this rate was in April of 2019 at 2.502%.

Proposed Actions. As interest rates increase, the City, if it so chooses, can purchase longer investment maturity horizons of up to 5 years with higher yields. A review of the portfolio will take place to identify periods of absent maturities. Purchasing securities to fill the "gaps" will

provide steady cash flow maturities. Any excess cash will be deposited into the Tulare County Pool.

Summary. The primary purpose of the City's cash is to provide residents of Hanford with services. In order to maximize the earnings potential on the City's idle cash, the City utilizes registered securities dealers to purchase low-risk investments which will provide a higher return versus allowing the cash to be held in savings accounts earning little to no interest. Additionally, idle cash is also held with government pools including Tulare County Investment Pool and LAIF. It is the policy of the City to invest public funds in a manner that will provide a high investment return with a high level of security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

Attachments: Quarterly Treasurer's Report- As of March 31, 2022
 Quarterly Investment Detail Report- As of March 31, 2022
 Quarterly Transactions Report- 01/01/22-03/31/22

FISCAL IMPACT:

ATTACHMENTS:

Quarterly Treasurer's Report 03.31.22
 Quarterly Investment Detail Report 03.31.22
 Quarterly Transactions Report 01.01.22-03.31.22

Treasurer's Report

March 31, 2022

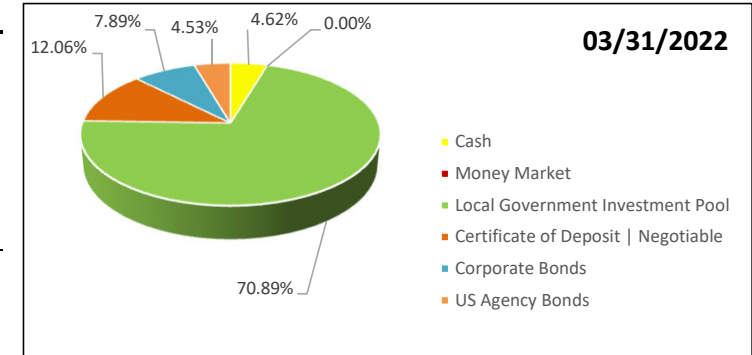


Performance

3/31/2022

Weighted Average Yield 0.756%

Diversification Security Sector	% of Portfolio	YTM @Cost	Days to Maturity	Face Amount / Shares	Cost Value	Market Value
Cash	4.62%	0.00%	1	4,471,946	4,471,946	4,471,946
Money Market	0.00%	0.04%	1	4,624	4,624	4,624
Local Government Investment Pool	70.89%	0.72%	1	68,628,456	68,628,456	68,628,456
Certificate of Deposit Negotiable	12.06%	1.22%	607	11,882,000	11,882,000	11,677,652
Corporate Bonds	7.89%	0.67%	617	7,700,000	7,967,867	7,638,880
US Agency Bonds	4.53%	1.08%	934	4,575,000	4,575,000	4,387,505
	99.99%	0.756%	165	97,262,026	97,529,893	96,809,063



City of Hanford
Quarterly Investment Detail Report
As of 3/31/2022

Description	CUSIP/Ticker	Security Sector	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity	% of Portfolio
Brokerage Higgins Capital										
Capital One 2.25 9/20/2022	14042RHW4	Certificate Of Deposit	9/20/2017	2.250	250,000.00	250,000.00	251,700.00	9/20/2022	173	0.26
Capital One VA 2.25 9/20/2022	1404204Z0	Certificate Of Deposit	9/20/2017	2.250	250,000.00	250,000.00	251,700.00	9/20/2022	173	0.26
Barclays Bank 2.25 9/27/2022	06740KKY2	Certificate Of Deposit	9/27/2017	2.250	250,000.00	250,000.00	251,730.00	9/27/2022	180	0.26
Goldman Sacs NY 2.3 10/11/2022	38148PRA7	Certificate Of Deposit	10/11/2017	2.300	200,000.00	200,000.00	201,464.00	10/11/2022	194	0.21
CD Bank of Ruston 2.3 12/29/2022	06427LCH6	Certificate Of Deposit	12/29/2017	2.300	250,000.00	250,000.00	252,492.50	12/29/2022	273	0.26
Genoa Banking OH 2.25 12/29/2022	372348BY7	Certificate Of Deposit	12/29/2017	2.250	250,000.00	250,000.00	252,397.50	12/29/2022	273	0.26
Morgan Stanley UT 2.65 1/25/2023	61747MH46	Certificate Of Deposit	1/25/2018	2.650	64,000.00	64,000.00	64,830.08	1/25/2023	300	0.07
Morgan Stanley UT 3 4/19/2023	61747MV32	Certificate Of Deposit	4/19/2018	3.000	186,000.00	186,000.00	189,210.36	4/19/2023	384	0.19
BMW Bank UT 3 4/20/2023	05580AMJ0	Certificate Of Deposit	4/20/2018	3.000	250,000.00	250,000.00	254,320.00	4/20/2023	385	0.26
UBS Bank UT 3.15 5/30/2023	90348JCR9	Certificate Of Deposit	5/30/2018	3.150	249,000.00	249,000.00	253,935.18	5/30/2023	425	0.26
Citibank National SD 3.55 11/24/2023	17312QW47	Certificate Of Deposit	11/23/2018	3.550	250,000.00	250,000.00	256,920.00	11/24/2023	603	0.26
Sallie Mae Bank UT 1.9 10/30/2024	7954504Z5	Certificate Of Deposit	10/30/2019	1.900	100,000.00	100,000.00	98,822.00	10/30/2024	944	0.10
First National Bank TX 1.8 12/30/2024	32112UDJ7	Certificate Of Deposit	12/30/2019	1.800	250,000.00	250,000.00	245,727.50	12/30/2024	1,005	0.26
Wells Fargo NV 1.85 12/30/2022	949495AF2	Certificate Of Deposit	12/30/2019	1.850	245,000.00	245,000.00	246,619.45	12/30/2022	274	0.25
Merrick Bank UT 1.85 12/31/2024	59013KEP7	Certificate Of Deposit	12/31/2019	1.850	250,000.00	250,000.00	246,052.50	12/31/2024	1,006	0.26
Citadel Federal PA 1.65 2/27/2025	17286TAG0	Certificate Of Deposit	2/27/2020	1.650	250,000.00	250,000.00	243,965.00	2/27/2025	1,064	0.26
Insbank TN 1 9/27/2022	45776NDN3	Certificate Of Deposit	3/27/2020	1.000	250,000.00	250,000.00	250,172.50	9/27/2022	180	0.26
Lakeside Bank IL 1.1 9/30/2022	51210SRZ2	Certificate Of Deposit	3/30/2020	1.100	250,000.00	250,000.00	250,295.00	9/30/2022	183	0.26
Nebraska State Bank NE 1 9/29/2023	63970BAK5	Certificate Of Deposit	3/30/2020	1.000	250,000.00	250,000.00	247,372.50	9/29/2023	547	0.26
Northstar Bank MI 1.15 3/31/2023	66704MEQ0	Certificate Of Deposit	3/31/2020	1.150	250,000.00	250,000.00	249,627.50	3/31/2023	365	0.26
Pacific Western Bank CA 1.2 4/17/2023	69506YRQ0	Certificate Of Deposit	4/16/2020	1.200	250,000.00	250,000.00	249,640.00	4/17/2023	382	0.26
Centerstate Bank FL 1.2 4/17/2023	15201QDC8	Certificate Of Deposit	4/17/2020	1.200	250,000.00	250,000.00	249,640.00	4/17/2023	382	0.26
Flagstar Bank MI 1.15 4/17/2023	33847E2Z9	Certificate Of Deposit	4/17/2020	1.150	250,000.00	250,000.00	249,512.50	4/17/2023	382	0.26
Nicolet National Bank WI 1.2 4/17/2023	654062KJ6	Certificate Of Deposit	4/17/2020	1.200	250,000.00	250,000.00	249,640.00	4/17/2023	382	0.26
West Michigan Bank MI 1 4/24/2023	954444BW4	Certificate Of Deposit	4/24/2020	1.000	250,000.00	250,000.00	249,062.50	4/24/2023	389	0.26
Sterling Bank MO 1.05 4/27/2023	85916VDR3	Certificate Of Deposit	4/27/2020	1.050	250,000.00	250,000.00	249,172.50	4/27/2023	392	0.26
Northwest Bank ID 1 4/28/2023	66736ABS7	Certificate Of Deposit	4/30/2020	1.000	250,000.00	250,000.00	249,030.00	4/28/2023	393	0.26
Pinnacle Bank TN 0.7 5/8/2023	72345SKU4	Certificate Of Deposit	5/8/2020	0.700	250,000.00	250,000.00	248,125.00	5/8/2023	403	0.26
Jonesboro State Bank LA 0.8 5/29/2025-20	48040PGX7	Certificate Of Deposit	5/29/2020	0.800	249,000.00	249,000.00	235,708.38	5/29/2025	1,155	0.26
Continental Bank UT 0.55 6/26/2025	211163KK5	Certificate Of Deposit	6/26/2020	0.550	175,000.00	175,000.00	164,113.25	6/26/2025	1,183	0.18
State Bank of India GA 0.95 6/26/2025	856283N69	Certificate Of Deposit	6/26/2020	0.950	250,000.00	250,000.00	235,597.50	6/26/2025	1,183	0.26
Partners Bank AK 0.6 6/30/2025	70212VAB4	Certificate Of Deposit	6/30/2020	0.600	250,000.00	250,000.00	234,717.50	6/30/2025	1,187	0.26
Bank Baroda NY 0.65 7/22/2025	06063HMT7	Certificate Of Deposit	7/22/2020	0.650	198,000.00	198,000.00	186,022.98	7/22/2025	1,209	0.20
Luana Savings Bank IA 0.45 7/29/2025	549104RJ8	Certificate Of Deposit	7/29/2020	0.450	250,000.00	250,000.00	233,197.50	7/29/2025	1,216	0.26
Medallion Bank UT 0.55 7/30/2025	58404DHQ7	Certificate Of Deposit	7/30/2020	0.550	250,000.00	250,000.00	233,910.00	7/30/2025	1,217	0.26
Enerbank UT 0.5 8/29/2025	29278TRA0	Certificate Of Deposit	8/31/2020	0.500	245,000.00	245,000.00	228,435.55	8/29/2025	1,247	0.25
BMO Harris Bank IL 0.5 3/28/2025-21	05600XAY6	Certificate Of Deposit	9/28/2020	0.500	249,000.00	249,000.00	234,341.37	3/28/2025	1,093	0.26
First Choice Bank CA 0.4 9/30/2025-21	319461DB2	Certificate Of Deposit	9/30/2020	0.400	249,000.00	249,000.00	230,892.72	9/30/2025	1,279	0.26
Greenstate Credit Union 0.5 7/30/2024	39573LBQ0	Certificate Of Deposit	7/30/2021	0.500	250,000.00	250,000.00	239,977.50	7/30/2024	852	0.26
Texas Exchange Bank TX 0.5 7/30/2024	88241TSL7	Certificate Of Deposit	7/30/2021	0.500	249,000.00	249,000.00	239,017.59	7/30/2024	852	0.26
Pentagon Federal Credit Union 0.55 9/30/2024	70962LAR3	Certificate Of Deposit	9/29/2021	0.550	250,000.00	250,000.00	239,157.50	9/30/2024	914	0.26
Live Oak Bank 0.5 12/11/2023	538036TF1	Certificate Of Deposit	12/10/2021	0.500	250,000.00	250,000.00	244,257.50	12/11/2023	620	0.26
Synchrony Bank 0.9 12/10/2024	87165HK41	Certificate Of Deposit	12/10/2021	0.900	250,000.00	250,000.00	240,135.00	12/10/2024	985	0.26
Bank of New York Mellon 1.6 4/24/2025-25	06406RAN7	Corporate	5/13/2020	1.216	1,000,000.00	1,018,368.00	965,050.00	4/24/2025	1,120	1.03
John Deer Capital 2.6 3/7/2024	24422EUX5	Corporate	5/15/2020	1.160	700,000.00	737,464.00	702,233.00	3/7/2024	707	0.72
Citibank NA 3.65 1/23/2024-23	17325FAS7	Corporate	5/22/2020	1.183	1,000,000.00	1,088,310.00	1,018,240.00	1/23/2024	663	1.03
Caterpillar Financial 3.75 12/24/2023	14912L5X5	Corporate	11/23/2020	0.466	1,000,000.00	1,100,500.00	1,024,810.00	12/24/2023	633	1.03
Toyota Motor Credit 0.45 1/11/2024	89236THU2	Corporate	9/20/2021	0.450	1,000,000.00	1,000,000.00	966,360.00	1/11/2024	651	1.03
Higgins Capital MM	HIGGINS	Money Market	10/31/2011	0.030	4,323.27	4,323.27	N/A		1	0.00
FHLB 0.5 9/24/2024-21	3130ALKN3	US Agency	3/24/2021	0.500	2,000,000.00	2,000,000.00	1,911,520.00	9/24/2024	908	2.06
FHLB 0.57 10/15/2024-22	3130ALWVW0	US Agency	4/15/2021	0.570	1,000,000.00	1,000,000.00	956,220.00	10/15/2024	929	1.03
FHLB 0.5 10/4/2024-22	3130AP4G7	US Agency	10/4/2021	0.500	1,000,000.00	1,000,000.00	954,530.00	10/4/2024	918	1.03
FHLB Step 1/27/2025-22	3130AQM4	US Agency	1/27/2022	6.851	325,000.00	325,000.00	316,800.25	1/27/2025	1,033	0.33
Sub Total / Average Brokerage Higgins Capital				1.155	19,187,323.27	19,431,965.27	18,792,744.43		741	19.73
Brokerage Wells Fargo Securities										
Israel Discount Bank 0.45 6/12/2023	465076SW8	Certificate Of Deposit	11/24/2021	0.450	250,000.00	250,000.00	246,985.37	6/12/2023	438	0.26
Safra Natl Bank 0.2 11/23/2022	78658RGA3	Certificate Of Deposit	11/24/2021	0.200	250,000.00	250,000.00	248,825.96	11/23/2022	237	0.26
Bank of India NY 0.2 11/25/2022	06279KU38	Certificate Of Deposit	11/26/2021	0.200	250,000.00	250,000.00	248,812.84	11/25/2022	239	0.26
Bank of China/NY 0.2 11/29/2022	06428FUY1	Certificate Of Deposit	11/29/2021	0.200	250,000.00	250,000.00	248,786.44	11/29/2022	243	0.26
State Bank of India 0.55 11/29/2023	856285YX3	Certificate Of Deposit	11/29/2021	0.550	250,000.00	250,000.00	244,701.17	11/29/2023	608	0.26
Cumberland Fed Bank 0.2 3/3/2023	23062KDQ2	Certificate Of Deposit	12/3/2021	0.200	250,000.00	250,000.00	247,708.65	3/3/2023	337	0.26
Goldman Sachs 0.6 12/15/2023	38149MQ22	Certificate Of Deposit	12/15/2021	0.600	224,000.00	224,000.00	219,173.34	12/15/2023	624	0.23
IADB 0.25 11/15/2023	4581XDP0	Corporate	11/24/2021	0.586	500,000.00	496,710.00	484,405.00	11/15/2023	594	0.51
IFC 0.61 11/24/2023	45950VQS8	Corporate	11/24/2021	0.570	1,000,000.00	1,000,790.00	971,362.31	11/24/2023	603	1.03
IFC 2 10/24/2022-22	45950VLH7	Corporate	11/24/2021	0.127	1,500,000.00	1,525,725.00	1,506,420.00	10/24/2022	207	1.54
Wells Fargo Securities MM	MM5968	Money Market	11/3/2021	0.110	300.90	300.90	300.90	N/A	1	0.00
FHLB 2.3 3/28/2025-22	3130AREM9	US Agency	3/28/2022	2.300	250,000.00	250,000.00	248,434.96	3/28/2025	1,093	0.26

Attachment: Quarterly Investment Detail Report 03.31.22 (Finance: Quarterly Investment Portfolio and

City of Hanford
 Quarterly Investment Detail Report
 As of 3/31/2022

Description	CUSIP/Ticker	Security Sector	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity	% of Portfolio
Sub Total / Average Brokerage Wells Fargo Securities				0.445	4,974,300.90	4,997,525.90	4,915,916.94		432	5.11
LGIP LAIF										
Local Agency Investment Fund LGIP	LAIF6352	Local Government Investment F	2/28/2009	0.365	23,071,392.68	23,071,392.68	23,071,392.68	N/A	1	23.72
Sub Total / Average LGIP LAIF				0.365	23,071,392.68	23,071,392.68	23,071,392.68		1	23.72
LGIP Tulare County										
Tulare County Pool LGIP	TULARE860	Local Government Investment F	5/5/2017	0.892	45,557,063.28	45,557,063.28	45,557,063.28	N/A	1	46.84
Sub Total / Average LGIP Tulare County				0.892	45,557,063.28	45,557,063.28	45,557,063.28		1	46.84
Wells Fargo Operating Accounts										
Wells Fargo General Account Cash	WFGENERAL5186	Cash	10/31/2007	0.000	16,704.00	16,704.00	16,704.00	N/A	1	0.02
Wells Fargo Self Insurance Cash	WFSELFINS1892	Cash	6/30/2020	0.000	96,160.05	96,160.05	96,160.05	N/A	1	0.10
Wells Fargo Sweep Cash	WFSWEEP5186	Cash	6/30/2020	0.000	4,359,081.63	4,359,081.63	4,359,081.63	N/A	1	4.48
Sub Total / Average Wells Fargo Operating Accounts				0.000	4,471,945.68	4,471,945.68	4,471,945.68		1	4.60
Total / Average				0.755	97,262,025.81	97,529,892.81	96,809,063.01		169	100

City of Hanford
Quarterly Transactions Report
01/01/22-03/31/22

Description	CUSIP/Ticker	Settlement Date	Face Amount/Shares	Principal	Interest/Dividends	Total	Portfolio Name
Buy							
FHLB 2.3 3/28/2025-22	3130AREM9	3/28/2022	250,000.00	250,000.00	0.00	250,000.00	Brokerage Wells Fargo Securities
FHLB Step 1/27/2025-22	3130AQL4	1/27/2022	325,000.00	325,000.00	0.00	325,000.00	Brokerage Higgins Capital
Deposit							
Tulare County Pool LGIP	TULARE860	2/15/2022	4,500,000.00	4,500,000.00	0.00	4,500,000.00	LGIP Tulare County
Tulare County Pool LGIP	TULARE860	2/10/2022	3,500,000.00	3,500,000.00	0.00	3,500,000.00	LGIP Tulare County
Tulare County Pool LGIP	TULARE860	1/11/2022	3,000,000.00	3,000,000.00	0.00	3,000,000.00	LGIP Tulare County
Matured							
Northpointe Bank 0.12 2/28/2022	666613JR6	2/28/2022	250,000.00	250,000.00	0.00	250,000.00	Brokerage Wells Fargo Securities
Peoples Bank CT 2 1/25/2022	71270QQM1	1/25/2022	200,000.00	200,000.00	0.00	200,000.00	Brokerage Higgins Capital
Withdraw							
Local Agency Investment Fund LGIP	LAIF6352	3/16/2022	1,500,000.00	1,500,000.00	0.00	1,500,000.00	LGIP LAIF



AGENDA STAFF REPORT

MEETING DATE: 4/19/2022	AGENDA SECTION:
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SUBJECT:

Public Hearing to consider the issuance of private activity bonds by the California Statewide Communities Development Authority in support of the Northstar Apartments project (TEFRA Hearing) and Adoption of Resolution No. 22-10-R.

Recommendation:

That the City Council:

- 1) Conduct the public hearing under the Tax and Equity Fiscal Responsibility Act (TEFRA) requirements on April 19, 2022, in connection with the issuance of tax-exempt revenue bonds (Bonds) by the California Municipal Finance Authority (the CFMA), a joint exercise of powers authority and public entity of the State of California, and the Internal Revenue Code of 1986, as amended (the “Code”); and
- 2) Take one of the following actions:
 - (I) Adopt resolution 22-10-R in favor of the issuance of the Bonds by the CMFA for the benefit of UP Northstar, LP (“Borrower”) to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following);
 - (ii) Reject the resolution and decline the Bonds for a legitimate non-discriminatory reason; or
 - (iii) Instead of approving or rejecting the resolution, direct City staff, and the City Attorney to present to the Council at a future meeting an option to submit the private activity Bonds to the voters for consideration. A voting referendum, although an option, cannot be accomplished before the developer’s volume cap

allocation expires and would kill the project even if the voters were in favor. The state imposes a limit on the amount of tax-exempt private activity bonds which a state may issue in a calendar year and the allocation for this bond issuance would expire before an election could be held.

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 April 7, 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.

SUMMARY:

At the conclusion of the TEFRA Hearing, the Council may: **(I)** adopt resolution 22-10-R in favor of the issuance of the Bonds; **(ii)** reject the resolution and decline the Bonds for a legitimate non-discriminatory reason; or **(iii)** instead of approving or rejecting the resolution, direct City staff, and the City Attorney to present to the Council at a future meeting an option to submit the Bonds to the voters for consideration. A voting referendum, although option, it cannot be accomplished before the developer's volume cap allocation expires and would kill the project even if the voters were in favor.

FISCAL IMPACT:

There is no financial impact to the City as a result of the issuance of these bonds. Should Council take an action that resulted in a lawsuit brought on by the State, such a suit could cost the City millions of dollars to fight. In addition, there is a strong chance that the City would lose

the lawsuit and would be forced to pay the State's legal fees, which would be in addition to the legal fees incurred by the City to defend itself.

ATTACHMENTS:

Hanford_LOS TA Letter Northstar Courts_041222

2022.04.13 Hanford City Council re- Northstar Courts

TEFRA Reso - Northstar Courts - Final

Hanford - Northstar Courts TEFRA Hearing 041522

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

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Sacramento, CA 95833
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April 12, 2022

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

Dear Mario Cifuentez:

RE: Letter of Support and Technical Assistance– Northstar Courts Apartments

The purpose of this letter is for the Department of Housing & Community Development (HCD) to express support for the approved Northstar Courts Project (Project) and to remind the City of Hanford (City) of its continued obligations under Housing Element Law (Gov. Code § 65580-65589.11). The Project results from multiple public and private funding sources, including HCD's No Place Like Home (NPLH) and Joe Serna, Jr. Farmworker Housing grant programs, Kings County Behavioral Health Whole Person Care funds, as well as private financing and private equity derived from the sale of federal tax credits.

HCD applauds the City on its prior approval of the Project through the applicable by-right ministerial review process in May of 2021. Now, HCD is aware that the City Council will be holding a public hearing pursuant to the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) for the Project on April 19, 2022. As the City performs these remaining responsibilities, HCD urges the City to continue to take actions consistent with state law, including its Housing Element commitments, to ensure the continued viability of the Project.

Northstar Courts Project

The Northstar Courts Project will generate 72 new housing units, including 71 units for lower-income households (a range of 15-60 percent of area median income) and one on-site manager's unit. As detailed in the City's Site Plan Review entitlement approval letter dated May 20, 2021, the Project – including the by-right multifamily residential use – is consistent with the City's development standards, codes and policies¹ applicable to

¹ Note that pursuant to the Housing Accountability Act, Government Code section 65589.5, subdivision (j)(3), the receipt of a density bonus, incentive, concession, waiver, or reduction of development standards pursuant to State Density Bonus Law (SDBL) shall not constitute a valid basis on which to find a proposed housing development project is inconsistent, not in compliance, or not in conformity, with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision.

the MX-N (Neighborhood Mixed Use) zoning district and Neighborhood Mixed Use General Plan land use designation, which was envisioned to include the development of multifamily residential uses.²

Additionally, pursuant to State Density Bonus Law (SDBL), any project that meets one of the options for affordability set forth in statute is entitled to the corresponding increase in base density at the developer's request. In this case, the Project's very low- and extremely low-income affordability mix results from public and private funding sources that collectively produce a 100 percent lower-income affordable project. As such, and as noted in the Project approval letter, the City correctly implemented the SDBL by approving an 80-percent increase in residential density above the 40-unit base density (applicable to 100 percent lower-income³ developments, exclusive of a manager's unit) as well as SDBL modifications from specific development standards. In addition, although the applicant did not explicitly invoke the By-Right Supportive Housing provisions pursuant to Government Code sections 65650-65656, approximately 30 percent of the units will be supportive housing units. This would have further qualified the project for by-right ministerial review.

Housing Element Commitments and RHNA Credit

Housing Element Programs

As the City is aware, through the State's Housing Element Law, the Legislature has established that "the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order." (Gov. Code, § 65580, subd. (a).) The City of Hanford contributes to this statewide effort through its adopted housing programs in the multi-jurisdictional Kings County 5th Cycle Housing Element (2016-2024). The Northstar Courts Project directly implements several of the City's housing element programs, including but not limited to the following:

- Program 3.4 Adequate Sites: "Facilitate the construction of new housing through the provision of adequately zoned sites to meet Hanford's housing needs allocation of 4,832 units" (p.5-21).
 - The approximately 2.7-acre Project site is located at assessor parcel number (APN) 007-270-007. This site was identified in the City's housing element sites inventory as being suitable for lower-income residential development within the planning period.⁴
- Program 3.5 Density Bonus Program: "The City will continue to implement this [density bonus] program to encourage and facilitate development of affordable

² Hanford General Plan, Neighborhood Mixed Use Policy L61, pg. 35.

³ As defined by Section 50079.5 of the Health and Safety Code

⁴ Housing Element Appendix B, Table B-2c: Residential Land Inventory – City of Hanford

housing through the provision of density bonuses or other incentives for qualifying projects” (p.5-21).

- As noted, the application included – and the City approved – an SDBL request to help facilitate the development of affordable housing.
- Program 3.9 Affordable Housing Assistance: “Seek applicable grants from state and federal sources including funding specifically targeted to [extremely low-income] housing, provide an inventory of housing sites to interested developers, continue to provide a density bonus to qualifying projects, provide financial and regulatory assistance...” (p. 5-22).
 - The Project includes grants from state, local and private tax credits, as well as the density bonus incentive, to produce housing for very low- and extremely low-income households.
- Program 3.10 Farmworker and Employee Housing: Continue to facilitate the construction of farmworker housing on an annual basis, if requested, throughout the planning period” (p.5-23).
 - The Project includes 33 units of farmworker housing and implements this housing element program.
- Program 3.11 Emergency and Transitional/Supportive Housing: “...continue to support efforts with surrounding Kings County jurisdictions to meet the needs of people who are homeless or transitioning to independence. (...) Facilitate establishment of emergency shelters and transitional/supportive housing throughout the planning period” (p.5-23, 24).
 - The Project include 22 units of permanent supportive housing and implements this housing element program.

Regional Housing Needs Assessment (RHNA) Credit

According to HCD records and the City’s submitted 2021 Housing Element Annual Progress Report (APR), the City has not issued building permits for *any* very low- or low-income housing units in the 5th Cycle planning period, while it has permitted 1,445 moderate-income and above moderate-income units, collectively. The Project therefore represents an important milestone that advances the City’s progress on its lower-income RHNA. As a reminder, the City’s 5th Cycle RHNA included 1,097 units for very low-income households and 821 units for low-income households. Approved entitlements do *not* count towards RHNA credit – only building permits issued.

HCD Acceptance of Developer’s Article XXXIV Compliance Letter

As the City is aware, HCD has deemed the applicant’s Article XXXIV documentation (submitted March 28, 2022) as acceptable. The Project satisfies Health and Safety Code section 37001, subdivision (a): It is privately owned by a limited partnership, it will not receive an impermissible property tax exemption, and state public bodies providing funding to the Project will not restrict more than 49 percent of the units to low-income households. Therefore, the Project does not constitute a “low-rent housing project”

Mario Cifuentez, City Manager
Page 4

within the meaning of Article XXXIV, and local voter approval pursuant to Article XXXIV is not required.

Conclusion

In sum, HCD commends the City on its diligent efforts in reviewing the Project to date. HCD will continue to monitor the Project and reminds the City that, pursuant to Government Code section 65585, subdivision (j), HCD may notify the Office of the Attorney General if HCD finds that any local government has taken an action in violation of Housing Element Law or any of the other housing laws enumerated in Government Code section 65585, subdivision (j), including but not limited to State Density Bonus Law (Gov. Code § 65915-65918), By-Right Supportive Housing Law (Gov. Code § 65650-65656), Housing Accountability Act (Gov. Code § 65589.5), and Affirmatively Furthering Fair Housing (Gov. Code § 8899.50).

Thank you for your attention to this matter. If you have questions or need additional information, please contact Lisa Frank, of our staff, at Lisa.Frank@hcd.ca.gov.

Sincerely,



David Zisser
Assistant Deputy Director
Local Government Relations and Accountability



**CENTRAL CALIFORNIA
LEGAL SERVICES**
JUSTICE. EQUITY. POWER.

April 13, 2022

Hon. Kalish Morrow, Mayor of Hanford
Members of the City Council
Mario Cifuentez, City Manager

By email to: kmorrow@cityofhanfordca.com, dsharp@cityofhanfordca.com,
asaltray@cityofhanfordca.com, framirez@cityofhandfordca.com, abrieno@cityofhanfordca.com,
mcifuentez@cityofhanfordca.com

RE: Informational letter regarding Northstar Courts TEFRA certification

Dear Mayor Morrow, City Councilmembers, and Mr. Cifuentez:

Central California Legal Services (CCLS) provides legal representation to low-income residents of six counties in our region, including the County of Kings and the residents of the City of Hanford. CCLS respectfully submits this letter in order to provide information regarding the effect of a Council determination on the Northstar Courts' TEFRA certification, the problems the certification addresses, and who will be affected by the Council's decision. CCLS does not intend by this letter to express any opinion about whether the Council should approve or deny the certification.

One of CCLS's priorities in the past several years has been tracking local governments' compliance with California Housing Element laws requiring jurisdictions to zone and plan for sufficient sites to meet their Regional Housing Needs Allocations (RHNA's). We have also been tracking cities' and counties' activity that either meets—or fails to meet—the statutory mandate to affirmatively further fair housing within the meaning of California Government Code section 8899.50. The Legislature imposes these duties across the spectrum of a city's housing programs and activities; § 8899.50, subsection (a) (1), provides, in pertinent part:

“Affirmatively furthering fair housing” means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities **free from barriers that restrict access to opportunity based on protected characteristics**. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together **address significant**

CCLS is a non-profit corporation, tax exempt under section 501(c)(3) of the Internal Revenue Code. CCLS spends all funds in accordance with the LSC Act of 1974, as amended, and its implementing regulations.



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www.centralcallegal.org

disparities in housing needs and in access to opportunity, ... and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a public agency's activities and programs relating to housing and community development. [Emphasis added.]

The statute is unequivocal in placing responsibility for ensuring fair housing on the local government: the City may "take no action that is **materially inconsistent** with its obligation to affirmatively further fair housing" (subsection (b)(1)) and "shall have a mandatory duty to comply with paragraph (1) [quoted *supra*]."

Protected groups, for purposes of California's fair housing laws (including § 8899.50), encompass persons or families of very low or low income (Government Code § 65008, subsections (a)(1)(B)(3), (b)(1)(C) and (D), (b)(2)(B)), and persons with disabilities (Government Code § 12955(a), including mental illness (Government Code §§ 12926(j) and 12926.1)). Federal courts have held that "the presence of community animus can support a finding of discriminatory motives by government officials, even if the officials do not personally hold such views." *Ave. 6E Investments, LLC v. City of Yuma, Arizona* (9th Cir. 2016) 818 F.3d 493, 504. Court rulings have found "charged code words" in public discussions of affordable housing proposals (*e.g.*, references to crime, large families, reduced home values, etc.) as circumstantial evidence of discriminatory motive.

We proffer this information as you consider the TEFRA certification for Northstar Courts, which would provide safe, decent, and affordable housing, in a neighborhood of opportunity, for low-income individuals and families who fall within the protections of California's fair housing laws.

We note that as of Hanford's 2021 Annual Progress Report to the California Department of Housing and Community Development (HCD), the City had made 0.00% progress toward housing units permitted or completed as compared to the City's RHNA of 1,067 very low income housing units and 821 low-income housing units.

These unmet housing needs translate to significant hardships for CCLS's clients, who are by definition very low-income families and individuals. According to the California Housing Partnership's Kings County Affordable Housing Needs Report, as of May 2021, 4,088 low-income renter households in the county did not have access to an affordable home; *two-thirds* of very low-income households are paying *more than half* their income on housing costs, compared to *zero percent* of moderate-income Kings County families. If the City were to decide to approve the Northstar Courts' TEFRA certification, it would begin to provide appropriate housing options where there is significant need.

In our experience, a City decision not to certify the TEFRA resolution may remove the tax incentives that make this project feasible. If that were to happen here, the benefits of those affordable homes will not accrue to low-income individuals and families. The City development process has already found that the project design appears to comply with the conditions the City imposes for housing generally: design standards, density, lot coverage,

Hanford City Council re: Northstar Courts
April 13, 2022

3

parking, circulation, etc.). Given that the TEFRA approval creates no risk, obligation, or liability for the City, a denial of the certificate might raise a concern whether that denial is “materially inconsistent” with the City’s obligation to affirmatively further fair housing.

Thanking you for your attention to this complex matter, I remain,

Very truly yours,

Patience Milrod

Patience Milrod
Executive Director

cc: Robert Dowd, Esq. by email to dowd@griswoldlasalle.com
Ty Mizote, Esq. by email to tmizote@griswoldlasalle.com

Attachment: 2022.04.13 Hanford City Council re- Northstar Courts (TEFRA Northstar Apartments)

RESOLUTION NO. 22-10-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD APPROVING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$30,000,000 TO FINANCE A MULTIFAMILY RENTAL HOUSING FACILITY FOR THE BENEFIT OF UP HOLDINGS CALIFORNIA, LLC, AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, the City of Hanford, California (the “City”) is a member of the California Municipal Finance Authority (the “Authority”), a joint exercise of powers authority authorized and empowered by Title 1, Division 7, Chapter 5 of the California Government Code (the “JPA Act”) and Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code (the “Housing Act”) to issue revenue bonds for the purpose of financing the acquisition, construction, rehabilitation, improvement and equipping of multifamily rental housing projects within the jurisdictions of its members; and

WHEREAS, UP Northstar, LP a California limited partnership (the “Borrower”) created by UP Northstar, LLC, a California limited liability company, and Northstar SHE LLC, a California limited liability company, has requested that the Authority issue one or more series of revenue bonds in an aggregate principal amount not to exceed \$30,000,000 (the “Bonds”) as part of a plan to (1) 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 (the “Project”), to be located in the City at 664 and 682 North Star Drive, and (2) pay certain expenses in connection with the issuance of the Bonds; and

WHEREAS, an “applicable elected representative” of a jurisdiction in which the Project is to be located is required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the City Council of the City (the “City Council”) is the elected legislative body of the City and is an “applicable elected representative” for purposes of Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hanford, as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority, including but not limited to Bonds issued as part of a plan to finance the facilities described herein. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority for the Project, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of a governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 4. The Clerk shall forward a certified copy of this Resolution to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall, APLC
475 Sansome Street, Suite 1700
San Francisco, CA 94111

Section 5. This resolution shall take effect immediately upon its adoption.

Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on _____, 2022, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED

Kalish Morrow
MAYOR of the City of Hanford

ATTEST:

NATALIE CORRAL
CITY CLERK

STATE OF CALIFORNIA
) COUNTY OF KINGS

) ss CITY OF HANFORD

)

I NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Hanford on the 19th day of April, 2022, and it was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the day ____ of _____, 2022.

NATALIE CORRAL
CITY CLERK

Holland & Knight

50 California Street, Suite 2800 | San Francisco, CA 94111 | T 415.743.6900 | F 415.743.6910
Holland & Knight LLP | www.hklaw.com

Daniel R. Golub
415-743-6976
Daniel.Golub@hklaw.com

April 15, 2022

Mario Cifuentez, City Manager
Ty Mizote, City Attorney
City of Hanford
315-321 N. Douty Street
Hanford, CA 93230

VIA EMAIL

Re: Northstar Courts

Dear Mr. Cifuentez and Mr. Mizote:

We have been retained by UP Holdings LLC and Self Help Enterprises (jointly, the “Applicant”) for the Northstar Courts Project (the “Project”) to represent and defend the Applicant’s interests, and to enforce the requirements of California housing law. Our firm’s West Coast Land Use & Environmental Law Practice Group focuses particularly on enforcing California’s recently reformed housing production laws, such as the Housing Accountability Act (“HAA”), Gov. Code § 65589.5, Housing Element Law, Gov. Code § 65580, *et seq.*, and laws that required localities to affirmatively further fair housing. These laws, as you know, strongly support the approval of housing developments such as the Project. In particular, we briefed and argued California Renters Legal Advoc. & Educ. Fund v. City of San Mateo (2021), 68 Cal.App.5th 820, 844, the leading published authority on the HAA, one of many state laws that “cabin[] the discretion of a local agency to reject proposals for new housing.”

As you know, the Project is fully entitled and approved. Indeed, development is imminent, with the Project scheduled to break ground in the first week of June. The Project will provide 71 new affordable homes that are desperately needed in the City of Hanford (“City”). As the Department of Housing and Community Development (“HCD”) has confirmed in correspondence with you, the Project qualifies for by-right ministerial approval for multiple reasons. Applicant appreciates the City’s support of the Project thus far, and is excited to bring much-needed affordable housing to this community.

We understand that the City Council will hold a public hearing on April 19, 2022 pursuant to the Tax Equity and Fiscal Responsibility Act of 1982 (“TEFRA”). The TEFRA hearing concerns the approval of bonds that have, as you know, already been allocated under competitive review

Attachment: Hanford - Northstar Courts TEFRA Hearing 041522 (TEFRA Northstar Apartments)

by the California Debt Limit Allocation Committee (“CDLAC”) to the California Municipal Finance Authority (“CMFA”) on behalf of the Project. The City will have no financial, legal, or administrative obligations with respect to these bonds.

We have been advised that some individuals identified as housing opponents may attempt to misuse the April 19 TEFRA hearing to express disapproval of the Project on land use grounds as well as to urge the Council to disapprove the bonds based on their animus towards lower-income and disabled households, as evidenced in the extensive public comment and social media commentary. Although we hope and expect that there is no need to be concerned about the Council bowing to these anti-housing voices during a time of statewide housing crisis, we must take the opportunity to advise you that the City’s discretion in this area is very narrowly circumscribed by state housing law. If the Council were to fail to approve the bonds, or to take any other adverse action such as improperly subjecting the already fully-approved Project to a voter approval process,¹ we stand ready to enforce California housing laws by fully defending our client’s interests and vindicating the rights of the many lower-income Californians who are depending upon the Project for housing opportunities. The City would bear substantial litigation risk – in mandate, as well as for attorneys’ fees, costs and damages – for failing to approve or delaying the Project in any way. The following is a non-exclusive description of just some of the laws that militate strongly against any action to frustrate the Project.

First, the City has a statutory obligation to affirmatively further fair housing pursuant to, *inter alia*, Section 8899.50 of the Government Code. This obligation requires the City to take “meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.” Gov. Code § 8899.50(a)(1). This duty “extends to all of a public agency’s activities and programs relating to housing and community development,” *id.*, including the forthcoming TEFRA approval process. Persons and families of low- or very low-income are a protected group for purposes of state fair housing law, including Section 8899.50.² As such, the City’s consideration of the CMFA bonds for the Project is governed by, and must be consistent with, its statutory obligation to affirmatively further fair housing. Using the TEFRA certification process to stall the Project would contravene this statutory obligation – as well as related fair housing principles embodied in the federal Fair Housing Act and the California Fair Employment and Housing Act (“FEHA”). The City would be liable to compensate the Applicant for all damages resulting from unlawfully discriminating in this manner. *See, e.g.*, Gov. Code § 12989.2. Needless to say, the damages the City may owe for blocking this Project on the eve of

¹ As HCD has specifically confirmed, the Project is not required to seek local voter approval. *See* “Letter of Support and Technical Assistance – Northstar Courts Apartments,” Cal. Department of Housing and Community Development (April 12, 2022), at 3-4.

² “Northstar Courts TEFRA hearing,” Central Cal. Legal Services (April 12, 2022), at 2 (citing Gov. Code, § 65008, subd. (a)(1)(B)(3), (b)(1)(C), (D), (b)(2)(B)).

construction – after previously confirming it conformed to all applicable planning and zoning requirements – would be considerable.

The City’s discretion is also constrained by the HAA. In notable contrast to other land use laws, courts do *not* defer to localities in applying this law; instead the law is enforced with a “rigorous independent review ... in order to prevent the City from circumventing what was intended to be a strict limitation on its authority.” California Renters, 68 Cal. App. 5th at 844 (quotations omitted). The HAA provides that jurisdictions may not disapprove housing development projects that comply with all “applicable, objective general plan, zoning, and subdivision standards and criteria” unless they first make a finding, based on a preponderance of the evidence, that the project has a specific, adverse impact on public health or safety that cannot be mitigated. Gov. Code, § 65589.5(j)(1). Critically, the HAA specifies that “disapproval” of a housing development project “includes,” without limitation, any votes to disapprove “any required land use approvals or entitlements necessary for the issuance of a building permit.” *Id.*, subd. (h)(6)(A). As acknowledged in the City’s Site Plan Review approval letter of May 20, 2021, the Project is fully consistent with the City’s general plan, zoning, and all other applicable standards and criteria.³ Even if it were not, the Project additionally qualifies for the HAA’s protections because it qualifies as “[h]ousing for very low, low-, or moderate-income households.” Gov. Code, § 65589.5(d), (h)(3). As such, unless the City could meet the high burden of proof to make the very narrow findings that would allow it to disapprove the Project (which it cannot), the City’s refusal to move forward with TEFRA certification would constitute an unlawful, and actionable, disapproval under the HAA. *See California Renters*, 68 Cal. App. 5th at 854. The HAA imposes significant liability in the form of injunctive relief, attorneys’ fees, fines and penalties – which our team has fully vindicated in other cases. *See* Gov. Code § 65589.5(k)-(l).

The City’s actions at the TEFRA hearing must also be informed by the City’s obligations under Housing Element Law. The City’s Regional Housing Needs Allocation required it to build 821 low-income housing units and 1,067 very low-income units. As noted in HCD’s April 12, 2022 correspondence with the City, however, “the City has not issued building permits for *any* very low- or low-income units in the 5th Cycle planning period, while it has permitted 1,445 moderate-income and above moderate-income units, collectively.”⁴ The Project, which provides 71 units at a range of 15-60% AMI, represents a unique opportunity to make a down payment on the City’s commitment. On the other hand, an unlawful failure to approve TEFRA certification would constitute an abandonment of the City’s commitment to provide affordable housing, as set forth in its Housing Element. Failing to comply with Housing Element Law could subject the City to legal action, and could result in the City’s Housing Element being de-certified by HCD, depriving the City of funding and taking away the City’s land use authority over many other

³ The HAA provides that the receipt of a density bonus pursuant to state Density Bonus Law (Government Code Section 65915) does not constitute a valid basis for finding that a proposed project does not conform with the applicable objective general plan, zoning, and subdivision standards and criteria. *Id.*, subd. (j)(3).

⁴ “Letter of Support and Technical Assistance – Northstar Courts Apartments,” Cal. Department of Housing and Community Development (April 12, 2022), at 3.

housing development projects. *See* Gov. Code § 65589.5(d)(5). For instance, among other consequences, jurisdictions without compliant housing elements are required to approve any proposed project that provides 20% low-income units, or 100% middle-income residents, notwithstanding the fact that the project does not comply with the jurisdiction's zoning or general plan.⁵

Finally, please be advised that the tenor of public comment to date indicates that any denial of financing could only be rationally explained as bending to the discriminatory wishes of housing opponents. As the Ninth Circuit Court of Appeals explained in Avenue 6E Investments, LLC v. City of Yuma, Ariz. (9th Cir. 2016) 818 F.3d 493, 504-05 (9th Cir. 2016) (internal citations and quotations omitted), “[t]he presence of community animus can support a finding of discriminatory motives by government officials, even if the officials do not personally hold such views. . . . This standard recognizes the reality of such controversial proposals in the urban setting, in which council members may vote based on constituents’ concerns about ‘an influx of undesirables’ into the neighborhood.” As such, if public comment at the forthcoming TEFRA hearing reflects the same improper or unlawful motives as previously voiced in public comment periods related to the Project, for denying TEFRA certification, courts will not hesitate to impute those motives to the City.

We recognize that despite the efforts of developers like the Applicant to ensure that their developments are well integrated in the communities of which they are a part, some local interests are likely to always oppose new housing. This is unfortunate but in many ways inevitable. It is for this reason that the California Legislature has acted to ensure that local interests may not lawfully displace the legitimate statewide interest of all Californians in an affordable home. We hope that the Council would support the Project on its considerable merits even if state law did not require it to do so. But there should not be any reasonable question that state law so requires.

As stated, the Applicant appreciates the City’s support of the Project to date, and is excited to bring much needed affordable housing to the community. The Applicant requests that the City approve the CMFA bonds that have already been allocated and allow the development of a Project that will bring critically needed housing to Hanford. In the event that the City fails to approve the bonds, then Applicant stands ready to enforce state housing law to vindicate its rights and its investment in the Project.

Please do not hesitate to contact me if you have any questions.

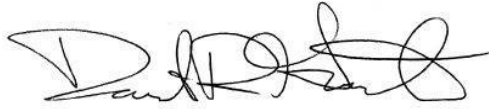
///

⁵ *Id.* *See also* “A wall of skyscrapers along Ocean Beach? It could happen if S.F. doesn’t stop bungling its planning process.” D. Brookman & R. Fruchtmann, SAN FRANCISCO CHRONICLE (Apr. 7, 2022) (<https://www.sfchronicle.com/opinion/openforum/article/Ocean-Beach-skyscrapers-17061383.php>).

Page 5

Very truly yours,

HOLLAND & KNIGHT LLP

A handwritten signature in black ink, appearing to read "Daniel R. Golub". The signature is fluid and cursive, with a large initial "D" and "G".

Daniel R. Golub
William E. Sterling

cc: Hanford City Council
David Zisser and Lisa Frank, Department of Housing and Community Development
David Pai and Matt Struhar, Deputy Attorneys General, Attorney General Bonta's
Housing Strike Force
Christina Bull Arndt, Supervising Deputy Attorney General, Office of the Attorney
General

Attachment: Hanford - Northstar Courts TEFRA Hearing 041522 (TEFRA Northstar Apartments)



AGENDA STAFF REPORT

MEETING DATE: 4/19/2022	AGENDA SECTION:
--------------------------------	------------------------

SUBJECT:

Police: Introduction of Ordinance No. 22-03 and Compliance Policy 706 for Military equipment reporting as mandated by the State under AB481.

RECOMMENDATION:

That the City Council, by motion, Introduce Ordinance No. 22-03 and approve the Hanford Police Department General Order 706 Military Equipment Policy.

BACKGROUND:

The State of California recently passed Assembly Bill 481. Assembly Bill 481:

1. Defines what is military equipment as it relates to commonly used tools by police agencies;
2. Requires an ordinance and adoption of policy on the police department's use of military equipment;
3. Requires the police department to adopt an ordinance and department policy; and
4. Requires the police department to report the following to council annually:
 - a. Description of each type of military equipment.
 - b. Purpose and authorized use of said equipment.
 - c. The fiscal impact of each type of equipment.
 - d. Legal and procedural rules that govern its use.
 - e. Training that is required for its use.
 - f. The mechanism to ensure compliance.
 - g. Complaint procedure.
 - h. Post policy on Department Website.
 - i. A summary of any complaints received regarding its use.
 - j. The amount in possession of each piece of equipment.
 - k. If any additional equipment is to be obtained in the coming year.
 - l. The department must conduct one public meeting within 30 days of the annual report going to council.

The Hanford Police Department already complies with many of these requirements. The equipment that the department purchases, and the ongoing costs, are approved annually by the City Council during the budget appropriations process. Under this new law, all of the department's vehicles are now defined as military equipment and have also been previously approved and authorized by City Council. The City continues to look at equipment, review the costs and evaluate safer options. Some examples of this are our use of pepper spray, batons, tasers, less lethal shotguns, our evolving use of force/pursuit policies and we now use flameless dispersion devices. The Hanford Police Department is committed to continually evaluating new and safer alternatives for the tools are used and presenting those alternatives and costs to Council.

The Hanford Police Department has an extensive General Orders Manual that governs the use of force. The manual is updated on a regular basis as case law and legislative laws change. HPD has followed these orders as equipment is obtained and has never received a complaint from a citizen regarding the use of equipment that is now deemed to be military equipment under this law.

Our complaint procedure is already well established as a policy and we have a computer system that we purchased, which manages all of our citizen complaints. Our citizen complaints are also reported to the state each year.

AB481 requires us to make these changes by ordinance and for council to review and adopt our general orders policy. This attached ordinance and policy is also necessary should the City of Hanford ever be in need of mutual aid. If the City were to decide not to adopt this ordinance/policy, the responding agencies would not be able to utilize potential life saving equipment in our jurisdiction. The ordinance establishes Hanford Police Department's General Orders 706 as the guiding document related to the military equipment. The ordinance also makes the following findings by Council;

1. Approves the funding, acquisition and use of our current equipment which is now defined as military equipment.
2. Establishes Hanford Police General orders 706 as the military equipment policy.
3. Establishes that section 706 meets the states requirements.
4. Establishes that there is no reasonable alternatives that can achieve the same objective of civilian and officer safety.
5. That the military equipment and policy 706 will safeguard the public's welfare, safety, civil rights and civil liberties.
6. Establishes that our prior use of this equipment, which is now specified as military equipment, was in compliance with the policies in place at the time of the equipment's acquisition.
7. Approves and adopts Section 706 of the Hanford Police Department's General Orders Manual.

Hanford Police Department's new general orders manual section 706 was reviewed by the City Attorney's office and found to be in compliance with AB481. This new policy does the following;

1. Defines Military equipment.

2. Identifies and describes the military equipment being used by the Hanford Police Department.

3. Catalogues the quantity, acquisition cost, on-going costs, training, and future purchasing needs of the equipment.

4. Identifies the complaint procedure.

5. Establishes a coordinator at the police department to ensure compliance.

6. Approval process for future purchases and on-going use.

7. Establishes use in exigent circumstances.

8. Establishes use of the equipment by entities in the City of Hanford.

9. Annual report to Council and community engagement guidelines.

10. Alternative equipment review procedures.

With regard to the costs, they are estimated on what the potential costs are for the year. Some items such as ammunition, are pretty exact because it is the amount we budgeted for that year. In regard to the two armored vehicles and the command center, the costs can vary dramatically, depending on the year and if something breaks or needs to be fixed. The exact costs for 2021 are as follows:

1. Freightliner RV Command Center - \$1,177.57 (Repairs), \$376.52 (Fuel) Total-\$1,554.09

2. Ford 550 -\$3,598.92 (Repairs), \$11,669.40 (Vehicle replacement) Total \$15,268.32

3. MRAP - \$0.00, Total \$0.00

The cost for the smaller armored vehicle is higher due to us collecting a vehicle replacement cost each year for a future replacement of the vehicle. The MRAP was acquired for free through the DRMO program and was approved by council at that time. If it ever needs major repairs we can return it through the program and will not be replaced at a cost to the city. Due to uncertainty of repairs, I estimated the annual cost for the MRAP and Freightliner in the policy as higher than it typically is. These vehicles have also responded to emergency aid requests, forest fires, and to incidents in Fresno and Tulare Counties.

Our inventory of .223 and other rounds is a constantly changing number. We attempt to keep approximately 30,000 rounds in inventory each year. Due to the record purchase of firearms and ammunition, it is increasingly difficult for us to receive the ammunition that we need and we are experiencing very long wait times. About 1.5 years ago we had dropped to only a few thousand rounds of .223 ammunition and other ammunition and we had to adjust our training, so our dwindling supply would not be impacted.

The Military Equipment Policy was posted on the department website on March 16, 2022, 30 days prior to this meeting, in accordance with AB481.

FISCAL IMPACT:

There is no direct fiscal impact associated with the adoption of this ordinance.

ATTACHMENTS:

Assembly Bill No 481 items description

2022.03.10 Military equipment Ordinance Clean
2022.03.16 Military_Equipment Policy (clean)

Assembly Bill No. 481

“Military Equipment” Report

Description of items

Drone (Mavic Air):

The Hanford Police Department SWAT team utilizes an unmanned aerial vehicle (UAV) in order to gain intelligence of a potential SWAT mission locations. The UAV also provide the SWAT operators with a safe tactical advantage by deploying the drone from a safe distance and location. The SWAT team UAV has the capability of 400 feet above ground level and is restricted to the lateral boundaries of Kings County Jurisdiction. The Mavic Air has a capable of 25 min of flight time and a flight distance of 18.5 km. The Hanford Police Department currently has policy on the use of UAV.

This Drone is also utilized during patrol situation which would provide an Officer a safe advantage. It has the capability to search roof tops for items or individuals without putting an Officer in harm's way. In a patrol setting the Drone has been used to photograph crime scenes, search for missing children in rural areas, search for subjects who have ran from Officers, and also used to assist with ariel photography for city site assessments.

The UAV is flown by Operators/ Officers that train with the equipment on a regular basis and the City of Hanford is in compliance and possess a Certification of Waiver or Authorization through the FFA.



Drone (Matrice 100):

The Hanford Police Department SWAT team utilizes a second unmanned aerial vehicle (UAV) in order to gain intelligence of a potential SWAT mission locations. The UAV also provide the SWAT operators with a safe tactical advantage by deploying the drone from a safe distance and location. The SWAT team UAV has the capability of 400 feet above ground level and is restricted to the lateral boundaries of Kings County Jurisdiction. The Matrice 100 has a capable of 22 min flight time and a flight distance of 1.2 miles pending that it has no obstructions. The Hanford Police Department currently has policy on the use of UAV.

This Drone is also utilized during patrol situation which would provide an Officer a safe advantage. It has the capability to search roof tops for items or individuals without putting an Officer in harm's way. In a patrol setting the Drone has been used to photograph crime scenes, search for missing children in rural areas, search for subjects who have ran from Officers, and also used to assist with ariel photography for city site assessments.

The UAV is flown by Operators/ Officers that train with the equipment on a regular basis and the City of Hanford is in compliance and possess a Certification of Waiver or Authorization through the FFA.



Recon scout Remote camera:

The Hanford Police Department SWAT team utilizes and unmanned remotely controlled camera in order to gain intelligence of potential threats. The camera is operated by a remote and is utilized during authorized SWAT deployments. The camera has the capability to be thrown into unknown area and maneuvered around in order to see potential threats. When utilized, this camera provides a safer alternative to approaching a potential threat in order to gain visual intelligence on the location. This camera does not record video nor does it have the ability to relay any sort of audio. The remote camera has a range of approximately 30yrd (depending on interference) and has a battery life of approximately one hour.

The remote controlled camera is used by SWAT Operators who have trained with the robot and are familiar with its capabilities. The SWAT team has been utilizing this remote controlled camera for over 10 yrs.

- Manufacturer: Recon Robotics
- Description: Hand held recon scout XT



I Robot Camera:

The Hanford Police Department SWAT team utilized and unmanned remotely controlled camera in order to gain intelligence of potential threats. The camera is operated by a remote and has been utilized during authorized SWAT deployments in the past.

This robot Camera was originally provided to the Hanford Police Department through the DRMO program and belongs to the U.S. Government. The robot **has not worked** for the past 3 years and therefor **is not utilized** any longer.



MRAP:

The Hanford Police Department SWAT team obtained a mine-resistant ambush protected (MRAP) truck through the DRMO program. The MRAP is utilized during authorized SWAT deployments in order to safely transport SWAT Operators to designated locations. Once at an approved designated mission location, the MRAP provides armored cover for Operator from potentially armed subjects. The MRAP armor is capable of stopping threats from ammunition including all rifle rounds. The MRAP is

utilized as a rally point for safety or a position of cover during SWAT deployments. Members of the SWAT team that operate the MRAP are required to train two hours a month.

The MRAP is also utilized during public relation interactions multiple times a year including ("Stuff the swat truck, Christmas parade, Thursday night markets, Autism awareness event, National night out). During these type of events, the citizens of Hanford are allowed to sit in the MRAP as well and take pictures with the SWAT operators and their equipment.



ARV FORD-550:

The ARV, similar to the MRAP, is utilized to safely transport SWAT Operators to mission locations. Once at an approved designated mission location, the ARV provides armored cover for Operator from potentially armed subjects. The ARV armor is capable of stopping threats from ammunition up to 50-caliber rounds. The ARV is utilized as a rally point or a position of cover during SWAT deployments.

Members of the SWAT team that operate the ARV are required to train two hours a month. The ARV is also utilized during public relations interactions multiple times a year including ("Stuff the swat truck" Christmas present collection, Christmas parade, Thursday night markets, Autism awareness event, and National night out). During these type of events, the citizens of Hanford are allowed to sit in the ARV as well and take pictures with the SWAT operators and their equipment.



Command POST RV FREIGHTLINER:

The Hanford Police Department utilized an RV type command post which is utilized for critical incidents. Types of critical incidents vary depending on the duration of the incident and needs based on inclement weather. Some of these types of critical incidents include homicide scene investigations, critical missing juveniles, SWAT deployments, public relation events, large structure fires, and assisting CAL fire during wild fire seasons. The Mobile Command post is equip with dispatch equipment in order to be a mobile dispatching unit. It also had a boom camera pole which allows for live video feed of a location to the individuals manning the post. A small conference table is located at the back of the Mobile command post in order to provide a location for the Critical Incident Management System (CIMS) to work efficiently.



Breaching 12 gage shotgun:

The Hanford Police Department SWAT team utilizes breaching shotgun in order to gain access to barricaded locations during authorized SWAT deployments and trainings. Shotgun breaching rounds are special munition designed to be fired from a 12G shotgun for the purpose of defeating door locking mechanisms and hinges. Shotgun breaching is used in Hostage situations, barricaded subject, high risk warrants at fortified locations where there might be extreme hazard to officers, and civil disasters in order to effect the rescue of trapped victims. When employed properly, shotgun breaching can be a safer, faster and more effective method of defeating breaching problems. Shotgun breaching is also good for indoor (close quarters) breaching to overcome the obstacles in confined environments where there may not be enough room to utilize manual tools.

Breaching instructors complete a training course related to their specialized techniques prior to operationally performing in that capacity and train minimum of biannually. The Hanford Police Department SWAT team used Royal Arms TEASAT munitions for breaching. The projectile is a 420 grain slug comprised of compressed COPPER POWDER. The round is considered frangible meaning it beings to immediately break down upon initial impact with a solid object.

**Less Lethal Shotgun**

Diversiónary devices

The Hanford Police Department SWAT team utilized diversionary devices during authorized SWAT deployments and trainings. The diversionary devices, also known as “Flashbangs” emit a loud noise and flash in order to provide the SWAT operators with a safe tactical advantage when deploying. The loud noise and flash cause momentarily distraction and causes discomfort (approx. five seconds) for the individual potentially trying to inflict harm against the SWAT Operators.

The SWAT Operators attend four hours of biannual training in order to deploy the diversionary devices. The SWAT team has two instructors who have attended a certified POST training course in order to conduct the annual trainings. The deployment of diversionary devices are governed under a SWAT policy.



40mm projectile launchers:

The use of chemical agents have become very useful as a form of non-lethal force. Mace and tear gas sprays have been available for years and most law enforcement agencies seldom use them because of their limitations. CS gas (2-chlorobenzylidene malononitrile) is one of the most commonly used tear gases in the world. Law enforcement agencies have found this agent invaluable when faced with combative suspects, for riot control, and for alleviating hostage and siege situations. They use it to help control individuals or groups without the need for lethal force.

There are several ways to deploy gas, most are hand deployed and are activated by utilizing a burning of the gas. The hand deployed method requires an officer to physically insert the gas by hand at extremely close proximity to effectively introduce gas into the desired location. This method significantly increases the danger to the officer due to exposing himself to the threat. The preferred and safest way to deploy the gas is a 40mm grenade launcher that deploys gas into a structure from a safe and covered position thus eliminating being close to the structure. There are two chemical agents instructors on the Central Valley Regional SWAT team that are certified by the California Peace Officers and Standards as Chemical Agents Instructors. These instructors attended a 40 hour course in which they were exposed to various chemical agents and were trained in deploying the chemical agents utilizing a 40 mm launcher and was known to be the safest way to deploy the chemical agents.



Patrol/Swat Rifles

Patrol Rifles are standard issue duty weapons at the Hanford Police Department. Every officer is issued a patrol rifle upon employment. IT is arguable whether this should be included but in the interest of transparency we considered it in our best interest to do so. The reason for the issuance of rifles is to be able to engage with suspects and situations that may arise from a distance that improves the safety of officers, while also providing a higher level of accuracy which improves the safety of our citizens. Our rifles are used on a regular basis on patrol as circumstances warrant. Distance in a situation can help to desolate a situation. Forcing an officer to always be extremely close to a situation decreases safety, escalates the situation and prevents an officer from having a few extra seconds to make a potentially life saving decision.

Patrol Rifles only differ from Rifles used by our swat team in the load out SWAT rifle may be equipped with different attachments. No accessories used by the SWAT Team are categorized as military equipment.

The Sig Sauer SIG716 DMR is a larger caliber rifle only use by the SWAT Sniper Teams. This weapon system is designed for greater distance and accuracy. The primary purpose of this team and weapons system is to provide overwatch coverage in major events and SWAT approved missions.



**ADOPTION OF ORDINANCE 22-03 OF THE HANFORD MUNICIPAL
CODE TO ESTABLISH A MILITARY EQUIPMENT USE POLICY FOR
THE HANFORD POLICE DEPARTMENT**

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

SECTION 1

The City Council Finds:

- A. On September 30, 2021, Assembly Bill 481, relating to the use of military equipment, was signed into law.
- B. Assembly Bill 481, codified in California Government Code Sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by ordinance adopting a “military equipment” use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term “military equipment” is defined in California Government Code Section 7070.
- C. Assembly Bill 481 allows the governing body of a city to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specific determinations.
- D. The proposed military equipment use policy is found within Hanford Police Departments General Order 706
- E. Hanford Police Department General Order 706 was published on the Hanford Police Department internet website on March 16, 2022. The Hanford Police Department General Order was presented to council on May 19, 2022.
- F. The Hanford Police Department General Order 706 meets the requirements of California Government Code Section 7070, subdivision (d).

SECTION 2

- 1. Based on the findings above, in addition to information provided to the City Council at the public meeting, the City Council determines as follows:
 - A. The Military Equipment identified in Hanford Police Department General Order 706 is necessary because there are no reasonable alternatives that can achieve the same objective for officer and civilian safety.
 - B. The Hanford Police Department General Order 706 will safeguard the public’s welfare, safety, civil rights, and civil liberties.
 - C. The prior military equipment use complied with policies regarding it’s use that were in effect at the time of its acquisition.

- C. The military equipment identified in Hanford Police Department General Order 706 is approved and adopted.

Section 3

Except as otherwise provided herein, this Ordinance shall take effect thirty (30) days after its adoption and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage or a summary of this ordinance shall be published in the Hanford Sentinel in a manner consistent with the requirements of the California Government Code.

THEREFORE, BE IT FURTHER RESOLVED, that based on the above and incorporated findings, the City Council approves Ordinance 20-03.

PASSED, ADOPTED AND APPROVED this 19 day of May, 2022 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

MAYOR of the City of Hanford

Attest:

NATALIE ORTEGA
CITY CLERK

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

I, Natalie Ortega, City Clerk of the City of Hanford, do hereby certify the foregoing Ordinance was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 19 day of May, 2022.

Date: _____

City Clerk

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, use and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

POST – Police Officers Standards and Training

Military equipment – Includes but is not limited to the following items or as amended in California Government Code Section 7070:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue service weapons.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Military Equipment

706.2 POLICY

It is the policy of the Hanford Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment. This is to be accomplished by:

- (a) An annual report documenting each use of military equipment throughout the year to the Hanford City Council.
- (b) A complaint procedure, for citizens to report possible misuse of military equipment by police personnel. This complaint procedure is outlined in the Hanford Police Department General Orders Manual 1020 (Personnel Complaints). These complaints related to military equipment and the outcome of each complaint shall be reported to the Hanford City Council on an annual basis.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Hanford Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) The complaint procedure will follow the personnel complaint procedure as outlined in Section 1020 of the Hanford Police Department Policy manual.
- (h) Ensure publication of the annual military equipment report submitted to and approved by the Hanford City Council.

706.4 MILITARY EQUIPMENT USE POLICY

Pursuant to California Government Code § 7070, the Police Department will submit a Military Equipment Use Policy for approval to the Hanford City Council annually.

Military Equipment

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 USE IN EXIGENT CIRCUMSTANCES

In exigent circumstances and with the approval of the Chief of Police or his/her designee, the Police Department may acquire, borrow and/or use military equipment that is not included in the Military Equipment Use Policy.

If the Police Department acquires, borrows, and/or uses military equipment in exigent circumstances, in accordance with this section, it must take all of the following actions:

- Provide written notice of that acquisition or use to the City Council within 30 days following the commencement of such exigent circumstance, unless such information is confidential or privileged under local, state or federal law.
- If it is anticipated that the use will continue beyond the exigent circumstance, submit a proposed amended Military Equipment Use Policy to the City Council within 90 days following the borrowing, acquisition and/or use, and receive approval, as applicable, from the City Council.
- Include the Military Equipment in the Police Department's next annual Military Equipment Report.

706.7 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this department policy. Military equipment used by other jurisdictions that are

Military Equipment

providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

706.8 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072)

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.9 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

706.10 MILITARY USE EQUIPMENT

A. Unmanned Aircraft Systems (UAS)

a. Description, quantity, capabilities and purchase cost

- I. DJI Mavic Air, cost: \$444.00, Quantity 1, 30-minute flight time, record video/audio
- II. DJI Matrice, cost: \$5000.00, Quantity 1, 55-minute flight time., record video

b. Purpose

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to.

- I. Major crime investigations
- II. Search for missing persons
- III. Natural disaster management
- IV. Crime scene photography
- V. SWAT, tactical or other public safety and life preservation missions
- VI. In response to specific requests from local, state, and federal authorities for fire response and/or prevention
- VII. At the request of another city department to assist with a legitimate City aerial photography need.
- VIII. Search and/or rescue operations.
- IX. Public presentations with department approval.

c. Authorized use

Only assigned operators who have completed and receive regular quarterly training on its use and possess a certification of waiver and authorization through the FFA

Military Equipment

- d. Expected Life Span
All UAS equipment has an expected lifespan of 5-7 years.
 - e. Legal and Procedural Rules
Use is established under FAA regulation 14 CFR Part 107 and the Hanford Police Department UAS Policy. It is our policy that UAS equipment is to be used for official purposes and in a manner that respects the privacy of our community, pursuant to State and Federal law.
- B. Robots: A remotely-controlled unmanned machine that operates on the ground, which is utilized to enhance the safety of the community and officers
- a. Description, quantity, capabilities, and purchase cost
 - I. Recon Scout, cost: \$3000.00, Quantity 1, 30-yard range, hand-held throwable, relays video/audio
 - b. Purpose
To be used to gain visual and audio data.
 - I. Major crime investigations
 - II. Search for persons
 - III. Natural disaster management
 - IV. SWAT, tactical or other public safety and life preservation missions
 - V. In response to specific requests from local, state and federal authorities
 - VI. Search and/or rescue operations.
 - VII. Public presentations with department approval.
 - c. Authorized use
Only assigned operators who have received training on its use and policy.
 - d. Expected Life Span
All of the robot's equipment has an expected lifespan of 10 years or until no longer usable
 - e. Legal and Procedural Rules
It is our policy that all robot equipment is to be used for official purposes and in a manner that respects the privacy of our community, pursuant to State and Federal law.
- C. Armored Vehicles: Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes
- a. Description, quantity, capabilities, and purchase cost
 - I. MRAP (Mine Resistant Ambush Protected) Manufactured by Navistar for the U.S. Military. Acquired for free through the DRMO process. Estimated value of \$900,000.00., Quantity 1, Seats 16 personnel with an open floor plan. It is capable of stopping a wide variety of projectiles beyond what a vest or shield is capable of.
 - II. ARV (Armored Response Vehicle) manufactured by Supreme Corporation. Quantity 1, Cost \$400,000.00, Seats 10 with an open floor plan. It is capable of stopping a wide variety of projectiles beyond what a vest or shield is capable of.

Military Equipment

b. Purpose

To be used to respond to and transport officers to critical incidents and to enhance officer and community safety. To improve scene containment, stabilization, and assist in resolving critical incidents. The types of incidents these vehicles respond to are:

- I. High Risk Search Warrants involving SWAT operations.
- II. High Risk Search for persons
- III. Natural disaster management
- IV. SWAT, tactical or other public safety and life preservation missions
- V. In response to specific requests from local, state and federal authorities
- VI. Search and/or rescue operations.
- VII. Approved equipment requests from an outside jurisdiction related to high-risk operations
- VIII. Public relations events such as National Night Out and other community events for people to see and understand it's use.

c. Authorized Use

The use of the armored vehicles is only authorized by the Chief of Police or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall only be used for deployment by officers trained in their use by the department.

d. Expected Lifespan

Armored vehicles have an expected 25-year lifespan.

e. Fiscal Impact

Annual Maintenance costs;

- I. MRAP- \$5000.00
- II. ARV - \$15,000.00

f. Training

All Drivers/Operators shall attend formalized department or other approved training in the vehicle's operation, capabilities, and practical driving instruction.

g. Legal and Procedural Rules

It is our policy that all Armored Vehicles are to be used for official purposes pursuant to State and Federal law.

D. 40MM Launchers and rounds used to launch impact and gas rounds.

a. Description, quantity, capabilities, and purchase cost

- I. Defense Technologies, 40MM single shot launcher, cost \$1000.00, Quantity 4. The 40MM Tactical launcher is a single shot launcher and features an expandable stock and a front grip it will fire standard 40MM rounds up to 4.8 inches in length up to 131 feet. The tactical launcher is only authorized to be used by swat personnel on approved missions and training.
- II. 40MM Ferret CS or Gas rounds: A less lethal rounds used to penetrate barriers such as windows, hollow core doors, wallboard, and thin plywood. Cost: \$30.00, quantity 105. Upon impact the nose cone delivers a small

Military Equipment

chemical payload into a structure or vehicle. The working range is 5 feet to 120 feet from the target.

- III. Spede heat cs or gas canister. Cost: \$30.00, quantity 5. Used in crowd control situations with a high-volume burn that expels its gas or smoke in 20-40 seconds used to disperse large crowds, conceal tactical movements or to route a crowd.
- IV. Defense technology Flameless tri chamber gas canisters. Cost: \$30.00, quantity 21. A less lethal munition dispensed into a vehicle or residence. Due to flameless technology, it is not prone to igniting other nearby objects and starting a fire.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or to attempt to prevent the escalation of a situation to the point of using lethal force.

c. Authorized Use

Situations for use of the less lethal weapons system may include, but are not limited to:

- I. High Risk Search Warrants involving SWAT operations.
- II. High Risk Search for persons
- III. In response to specific requests from local, state, and federal authorities
- IV. Approved equipment requests from an outside jurisdiction related to high-risk operations
- V. Self-destructive, dangerous and/or combative individuals
- VI. Riot/Crowd control and civil unrest incidents.
- VII. To obtain a tactical advantage.
- VIII. Potentially vicious animals.
- IX. Training exercises or approved demonstrations.

d. Expected Lifespan

40MM rounds have a 5-year life span.

e. Fiscal Impact

Annual Maintenance costs of \$1500.00, 50 rounds purchased annually.

f. Training

Sworn members utilizing 40mm less lethal chemical agents or impact rounds are trained in their use by department less lethal and chemical agents instructors. All chemical agent deployments are to be reviewed by Chemical agent instructors who have been to a 40 Hour Peace Officer Standards and Training course on chemical agent use and deployment.

g. Legal and Procedural Rules

It is our policy that all 40MM chemical, impact and gas rounds are for official law enforcement purposes and are used consistent with department orders and state/federal law, including those regarding the use of force.

- E. Less Lethal Shotgun: Used to deploy the less lethal 12-gauge Super-Sock Beanbag Round and Royal Arms, 420 grain Copper Frangible Barricade Breaching Rounds.

a. Description, quantity, capabilities, and purchase cost

Military Equipment

- I. Remington 870 Less lethal Shotgun, Cost \$1000.00 Quantity 8. The Remington 870 is used to deploy Super Sock Beanbag rounds up to an effective distance of 75 feet. The range of the weapon system helps to maintain space between the officers and a suspect reducing the immediacy of the threat and possibly preventing the deployment of lethal force options.
 - II. Remington 12-gauge stockless shotgun for barricade breaching rounds, Cost 800.00, Quantity 2. This weapon system is only utilized by the SWAT Team on approved missions and in training. It is a faster, and effective means of defeating fortified locations.
 - III. 12-gauge super-sock beanbag round. Cost \$5.00, Qunatity 2000 rounds. A less lethal; 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of shot. Fired at a speed of 270-290 feet per second it has an effective range of between 5-75 feet. Effective range is dependent upon a variety of variables such as distance, clothing, stature, and point of impact. All less lethal shotguns firing this munition are distinguished by orange slings and orange stocks which are indicative of a less lethal weapon. All less lethal identified shotguns are never to fire live rounds other than the super sock or other approved less lethal round for any reason.
- b. Purpose
To limit the escalation of a conflict where employment of lethal force is prohibited or undesirable. Breaching ammunition may be used to breach entry obstacles.
 - c. Authorized use
Only assigned operators who have received training on its use and policy.
 - d. Expected Life Span
No expiration on lifespan.
 - e. Fiscal Impact
 - I. Annual Cost of \$200.00 for breaching ammunition.
 - II. Annual cost of \$2000.00 for less lethal shotgun rounds.
 - f. Training
 - I. Breaching instructors must complete an approved training course for this specialized tool. They must also train at least twice a year on its operations. This tool is only used on approved SWAT operations.
 - II. The less lethal shotguns shall only be used by sworn personnel who have received annual training from the department. The training is conducted annually and shall review policy and contain a course of live fire.
 - g. Legal and Procedural Rules
It is our policy that all less lethal and breaching shotguns are to be used for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.
 - F. Rifles: Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby having a greater accuracy over a long distance.
 - h. Description, quantity, capabilities, and purchase cost
 - I. ~~AR-15's of various makes, Cost \$1200.00 Quantity 63. The range of the~~

Military Equipment

weapon system helps to maintain space between the officers and a suspect reducing the immediacy of the threat and possibly preventing the deployment of lethal force options.

- II. Sig Sauer SIG716 DMR AR-10 .308 Caliber, Cost \$1600.00, Qty 4. This weapon system is only utilized by the SWAT/ Sniper Team on approved missions and in training. This rifle is primarily used in an overwatch capacity to protect the community and SWAT Team during large events and other approved SWAT missions.
 - III. Speer Gold Dot .223 caliber 62 grain rifle round. Quantity 74 cases 500 rounds per case at a cost of \$285.00 per case. Remington ammunition made by Speer. Features nickel plated brass cases that are reloadable and do not corrode. Gold DOT ammunition is widely used by law enforcement as it is a quality round with excellent ballistics. The brand of round may differ as we have experienced shortages and delays in acquiring our necessary ammunition. Any replacement ammunition will be of similar quality.
 - IV. Federal .223 Caliber 55 grain rifle round. Quantity 74 cases of 500 rounds per case at a cost of \$179.00 per case. This is high quality full metal jacket round produced by Winchester. This round is safe to fire through our Rifles but is only used at the range in practice situation. This round is used in place of the Speer round as a cost saving measure as they are over \$100 cheaper per case. The brand of round may differ as we have experienced shortages and delays in acquiring our necessary ammunition. Any replacement ammunition will be of similar quality.
 - V. Federal Tru .308 168grain Tactical Tip MatchKing. Quantity 7 cases of 500 rounds at a cost of \$434.00 per case. This round is used exclusively in the AR-10 Weapon system utilized by the SWAT/Sniper Team. This round was specifically made for law enforcement and AR-10 weapons systems. It is a flat trajectory bullet with uniform loads to ensure repeatable accuracy. The brand of round may differ as we have experienced shortages and delays in acquiring our necessary ammunition. Any replacement ammunition will be of similar quality.
- i. Purpose
To be used as a precision weapon to address a threat with more precision and/or distances than a handgun.
 - j. Authorized use
Only members that are POST certified and department trained are authorized to use a rifle.
 - k. Expected Life Span
Until used..
 - l. Fiscal Impact
 - I. Annual Cost of approximately \$23,985.00 for ammunition. Price may vary depending upon the availability of ammunition and brands.
 - m. Training

Military Equipment

- I. Prior to use of the rifle, officers must be trained by a POST certified instructor in the operation of the rifle. Additionally, all members of the department will qualify with the rifle two times per year.
- II. The .308 rifles may only be used on SWAT missions by a SWAT member who has been to the Swat/Sniper POST certified school.

n. Legal and Procedural Rules

Use is established by Hanford Police Department General Orders 300, Use of Force. It is the policy of the Hanford Police Department to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force. They may also be used for department approved public presentations.

G. Distraction Devices: A device used to distract dangerous persons.

a. Description, quantity, capabilities, and purchase cost

- I. Combined tactical systems, 7290 FLASHBANG, Cost \$50.00, Quantity 55.
The 7290 Flash-Bang emits an output of 175db and produces 6-8 million candelas of light.

b. Purpose

A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce an atmospheric overpressure and brilliant white light and as a result, can cause short term (6-8 Seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

c. Authorized Use

Situations for use of the less lethal weapons system may include, but are not limited to:

- I. By officers who have been trained in their proper use.
- II. High risk search warrants involving SWAT operations.
- III. In hostage and barricaded subject situations.
- IV. To obtain a tactical advantage in a high-risk situation where there may be extreme hazards to the officers.
- V. During training exercises.

d. Expected Lifespan

Until used.

e. Fiscal Impact

Annual Maintenance costs of \$1500.00, 30 rounds purchased annually.

f. Training

Prior to use officers must attend diversionary device training conducted by POST certified instructors.

g. Legal and Procedural Rules

It is our policy that all distraction devices are for official law enforcement purposes and are used consistent with department orders and state/federal law, including those regarding the use of force.

Military Equipment

H. Mobile Incident Command Vehicle (MIC):

- h. Description, quantity, life span, capabilities, and purchase cost
 - V. Freightliner Chassis (Custom Built) vehicle, cost \$450,000.00. Quantity 1, The MIC is used for SWAT/CNT and other critical incidents, preplanned large events, natural disasters, and Community events.
- i. Purpose

To be used as the incident command vehicle in specific circumstances of a given critical incident, large event, natural disaster, or community event that is taking place.
- j. Authorized Use

Only officers trained in the deployment and operation of the MIC consistent with department policy. Situations in which the MIC is authorized for use would include but not be limited to critical incidents, emergencies, natural disasters, and community events.
- k. Expected Lifespan

Vehicle has an expected 25-year lifespan with upgrades needed to equipment every 10 years to maintain IT equipment.
- l. Fiscal Impact

Annual Maintenance costs of \$5000.00.
- m. Training

The driver/operator shall receive training from a current driver/operator on its safe use and deployment. The driver/operator shall maintain a driver's license endorsement consistent with the use of this vehicle.
- n. Legal and Procedural Rules

It is our policy that the MIC is for official law enforcement purposes and is to be used consistent with department orders and state law regarding the operation of vehicles.

707.1 MAINTENANCE OF MILITARY EQUIPMENT SUPPLY LEVELS:

When stocks of perishable items have reached a level where they are nearing exhaustion, necessary items may be acquired, based upon current supplies, and projected needs. In order to maintain essential availability for Department needs the Hanford Police Department is authorized to acquire additional stock items listed here, consistent with the City of Hanford's purchasing policy.

707.2 ALTERNATIVE EQUIPMENT

- A. The Hanford Police Department will review its listed military equipment annually to determine the following:
 - a. If the equipment is still needed for its intended purpose
 - b. If there are other alternatives to the military equipment listed.
- B. The Hanford Police Department will present this information to council annually at the same time this policy is updated.



**AGENDA
STAFF REPORT**

MEETING DATE: 4/19/2022	AGENDA SECTION:
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SUBJECT:
Council Future Agenda Items

FISCAL IMPACT:

ATTACHMENTS:
Council Future Agenda Items

Council Future Agenda Items				
Originated Date	Item	Originator	Staff Lead	Date Estimate
4/7/20	Discussion of Pay for Parking Options in the Downtown Area	Council Consensus	John Doyel	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
3/29/22	Discussion of Future Facility Space Needs and Funding Mechanisms	Council Consensus	Various Staff	6/7/2022
3/29/22	Discussion of the future use of Roundabouts and cost savings	Council Consensus	John Doyel	7/19/2022
3/29/2022	Discussion of the implementation of City Geographic Information System	Council Consensus	Various Staff	8/2/2022
4/5/22	Review of options for Reducing the City's Unfunded Accrued Liability (UAL)	Council Consensus	Chris Tavarez	5/3/2022

Attachment: Council Future Agenda Items (Council: Future Agenda Items)