

The City of Hanford
CALIFORNIA



City Council Meeting Agenda

October 4, 2022
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

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

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

ROLL CALL BY THE CITY CLERK:

PUBLIC COMMENT:

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

STUDY SESSION:

- A. Presentation by Alarm Program Services (APS) regarding their automated system for the overall administration of the Alarm Permitting process for the City of Hanford.
- B. Discussion regarding the impacts of homelessness in the City of Hanford; the City resources available and being used to address the issue; and direction from Council regarding future efforts and resources needed to address the issue.
- C. Presentation to Council and Receive direction regarding proposed improvements to the Civic Auditorium.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

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

Property: APN 012-086-004
Agency Negotiators: Mario Cifuentez and Ty Mizote
Negotiating Party: A2Z Investments, LLC

Property: 113 Court St.
APN: 010-265-001-000
Agency Negotiators: Mario Cifuentez and Ty Mizote

Property: APNs 028-240-018, 028-240-020, 08-310-007, 028-310-008, 028-310-025
Agency Negotiators: Mario Cifuentez and Ty Mizote
Negotiating Party: City Farm Industries, Inc.; Ross Lyndon-James and Mark Askey

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Ignacio Valdez

FLAG SALUTE:

CLOSED SESSION ACTION REPORT:

RECOGNITIONS/PROCLAMATIONS:

Proclamation National Fire Prevention Week October 9-15, 2022

COUNCIL GENERAL REPORTS:

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 June 7, 2022, Meeting
- C. City Clerk: Approval of the Minutes of the June 21, 2022, Meeting
- D. City Clerk: Approval of the Minutes of the June 23, 2022, Special Meeting
- E. City Attorney: Approval of a Purchase and Sale Agreement for the Sale of the City-Owned Parking Lot at Southeast Corner of Redington and Sixth Streets to A2Z Investments, LLC.
- F. Parks and Community Services: Approval of a contract with Fresno Fence Connection in the amount of \$98,410 for the Skate Park Fencing Project.
- G. Public Works: Approval of an Annual Purchase Order with Martin Marietta, for a not to exceeded amount of \$100,000 for street maintenance materials.
- H. Finance: Approval of a Contract amendment with Avenu - MuniServices LLC, to provide Cannabis tax audit services, for a contract amount not to exceed a \$7,500 flat fee per retail establishment or 35% of additional Cannabis tax revenue collected by City, whichever is greater.

GENERAL BUSINESS:

- A. Community Development: Authorization for Interwest, JAS and Rod Carsey to provide on-call plan check services and Crawford and Bowen to provide on-call environmental planning services and Willdan to provide on-call building inspection services each contract not to exceed \$150,000 annually for the City of Hanford.

COUNCIL COMMENTS AND COMMUNICATION:

At this time, any Council Member may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they 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:

October 5: Coffee with Cop Starbucks 2453 E. Lacey Blvd. 7:30 am
October 6: Community Outreach Event for Heroes Park 6:30 pm at the Longfield Center
October 11: National Night Out Civic Park 6:00 pm – 8:00 pm
October 15: Fire Department Open House, Fire Station 1 10:00 am – 2:00 pm
October 18: Regular City Council Meeting
October 24: Last Day to register to vote for the November Election

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: 10/4/2022	AGENDA SECTION: A
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SUBJECT:

Presentation by Alarm Program Services (APS) regarding their automated system for the overall administration of the Alarm Permitting process for the City of Hanford.

RECOMMENDATION:

That the City Council review the presentation from APS and provide direction..

BACKGROUND:

The Alarm Program System (APS) is an automated system for generating alarm permits, renewal notices, false alarm notices and permit suspensions. The program will generate billing and includes an online appeals process. These functions are time consuming and are currently being performed by staff members from the records and communications divisions.

One of the primary focuses of APS is to reduce false alarms and create awareness in the community of the city ordinance and its goals. This includes conducting outreach campaigns via email and phone.

The Alarm Program System will assist the Hanford Police Department to lower agency costs, heighten public awareness, increase program revenues, reduce false alarms and free up valuable resources for effective emergency response.

APS is the only system that is compatible with our current CAD/RMS system.

FISCAL IMPACT:

If so approved by Council, the contract with APS would require a \$12,000 annual fee, billed at \$1000 per month. Costs could be partially offset by revenues collected from alarm permit fees, false alarm fees and late reinstatement fees.

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 10/4/2022	AGENDA SECTION: B
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SUBJECT:

Discussion regarding the impacts of homelessness in the City of Hanford; the City resources available and being used to address the issue; and direction from Council regarding future efforts and resources needed to address the issue.

RECOMMENDATION:

That City Council provide direction on where they would like staff to focus their efforts in addressing the ongoing problem of homelessness.

BACKGROUND:

The City of Hanford and most Cities in California have a problem with homelessness. This issue impacts the people experiencing homelessness as well as all city departments, local businesses and residents.

This presentation is meant to discuss the problems that the City is experiencing in the various city departments from criminal matters that occur, dangers to our staff, and problems we experience with maintaining our city park facilities for public use. Staff will also share and discuss the problems that our residents and business are experiencing and the fiscal impact to the City for addressing the homelessness issue in Hanford.

At the end of the staff presentation, City Staff will seek direction from Council on additional efforts and resources that the City should seek to address the issue

FISCAL IMPACT:

Not impacted by this discussion. Any future financial impact would return to council.

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 10/4/2022	AGENDA SECTION: C
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SUBJECT:

Presentation to Council and Receive direction regarding proposed improvements to the Civic Auditorium

RECOMMENDATION:

That the City Council receive the presentation and provide direction on the proposed Civic Auditorium Renovation Project.

BACKGROUND:

The Civic Auditorium is an iconic and beloved building that has served the community for nearly a century. This building hosts various gatherings, including community and City events, private parties, weddings, Quinces, and non-profit organization events.

As part of the continuing maintenance of the facility, several projects have recently been completed and are planned over the next 12-14 months. These projects are included within the Council adopted 2023-2027 Five-Year Capital Improvement Plan.

Building Maintenance and Repairs Completed within the Past Five Years

- 2019 - Exterior painting of the building
- 2020 - Termite abatement and prevention program initiated
- 2021 - Restoration of the facade of the northeast corner of the building
- 2022 - Roof replacement and roof mechanical, electrical, and plumbing components

Planned Maintenance and Repairs

- **Sewer Main Replacement** - Replacement of the original clay sewer main leading from the building to Douty Street. This main line was inspected in 2021, which discovered a broken failure and general pipe deterioration. (\$21,780)
- **Acoustic Ceiling Replacement** - Application of a new coat of acoustic material to attenuate reverberation during events. (\$188,010)
- **Floor Replacement** - The current maple hardwood floor is the original building flooring and is 99 years old. We have reached a point where the floor cannot be sanded and resurfaced. This floor must have the ability to withstand high levels of traffic and different event seating configurations. (\$206,190)
- **Interior Painting** - The interior walls of the building were last painted in the 1990s. (\$42,060)

The proposed Civic Auditorium renovation and repairs are needed will ensure many years of successful events and various gatherings. They are indeed a vital investment in a building that represents the Hanford community's history, heritage, and community pride.

FISCAL IMPACT:

The Civic Auditorium renovation projects are included in the 2023-2028 Five Year Capital Improvement Plan. Funding is allocated from the Accumulated Capital Outlay and the Building Capital Replacement accounts.

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 10/4/2022	AGENDA SECTION:
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SUBJECT:

Proclamation National Fire Prevention Week October 9-15, 2022

RECOMMENDATION:

That the City Council Proclaim the week of October 9-15, 2022, as Fire Prevention Week

BACKGROUND:

On July 2, 1887, the community of Hanford suffered a devastating loss of 39 businesses during a fire that ran through the town. Losses were estimated at nearly \$175,000, or more than five million in today's dollars. Shortly after the fire, townsfolk established a volunteer fire department. Just a few years later, in 1891 another fire ravished the town for hours, consuming 15 businesses. In the attempt to prevent further conflagrations, Hanford incorporated 130 years ago on August 8, 1891. Like Hanford, many communities suffered and continue to suffer great loss from fire.

Fire Prevention Week was established to commemorate the Great Chicago Fire of 1871 that killed more than 250 people, left more than 100,000 people homeless, and destroyed more than 17,400 structures. On the 40th anniversary of this tragic event, the Fire Marshals Association of North America, now the International Fire Marshals Association, decided to recognize the anniversary of the Great Chicago Fire through public education on fire prevention. In 1920, President Woodrow Wilson issued the first National Fire Prevention Day Proclamation. In 1922 this expanded to recognize the Sunday through Saturday period in which October 9th falls, in recognition of the final day of the fire, would be known as National Fire Prevention Week. In 1925, President Calvin Coolidge solidified National Fire Prevention Week into history, and it is still observed today, making it the longest running public health and safety observance on record.

Each year a theme is established by the National Fire Protection Agency (NFPA). This year's theme is "Fire don't wait. Plan your escape". Specifically, having a home escape plan and practicing that plan is a critical component for the partnership in safety between the Hanford Fire Department and the citizens we serve. The NFPA key messages are:

- Make sure your home escape plan meets the needs of all your family members, including those with sensory or physical disabilities.
- Smoke alarms should be installed inside every sleeping room, outside each separate sleeping area, and on every level of your home. Smoke alarms should be interconnected so when one sounds, they all sound.
- Know at least two ways out of every room, if possible. Make sure all doors and windows open easily.
- Have an outside meeting place a safe distance from your home where everyone should meet.
- Practice your home fire drill at least twice a year with everyone in the household, including guests. Practice at least once during the day and at night.

This year National Fire Prevention Week falls on October 9-15, 2022. The Hanford Fire Department will be holding their annual Open House in honor of this event on Saturday, October 15, 2022, at Fire Station 1 located at 350 W. Grangeville between 10:00 and 2:00. Hot dogs will be served and there will be numerous activities and safety events for people to participate in.

FISCAL IMPACT:

ATTACHMENTS:

2022 Fire Prevention Week Proclamation



CITY OF HANFORD PROCLAMATION



WHEREAS, 151 years ago, the Great Chicago Fire became the catalyst for change in the American Fire Service after the loss of more than 250 people and 17,400 structures; and

WHEREAS, 102 years ago, in remembrance of the Great Chicago Fire, President Woodrow Wilson issued the first National Fire Prevention Day Proclamation; and

WHEREAS, one year later, the Fire Marshals Association of North American expanded the reflection to include public education occurring during the week the October 9th fall within; and

WHEREAS, Fire Prevention Week is the longest running public health and safety observance on record; and

WHEREAS, the Hanford Fire Department is dedicated to reducing the occurrence of home fire by providing fire prevention and education; and

WHEREAS, home is the location where people are at greatest risk from fire, and it is important to have working smoke and CO alerting systems to notify people of the need to evacuate; and

WHEREAS, only 8% of households surveyed by the NFPA stated their first thought upon hearing an alarm would be to get out of the house; and

WHEREAS, the 2022 Fire Prevention Week theme, “Fire don’t wait. Plan your escape”, serves to remind us to have an escape plan in the event of a fire in the home.

NOW, THEREFORE, BE IT PROCLAIMED that the City Council, do hereby proclaim the week of October 9-15, 2022

FIRE PREVENTION WEEK

In the City of Hanford and urge all citizens to learn the sounds of their smoke and carbon monoxide alarms and heed fire prevention and safety messages all year round.

Presented this 4th day of October, 2022.



**AGENDA
STAFF REPORT**

MEETING DATE: 10/4/2022

AGENDA SECTION: B

SUBJECT:

City Clerk: Approval of the Minutes of the June 7, 2022 Meeting

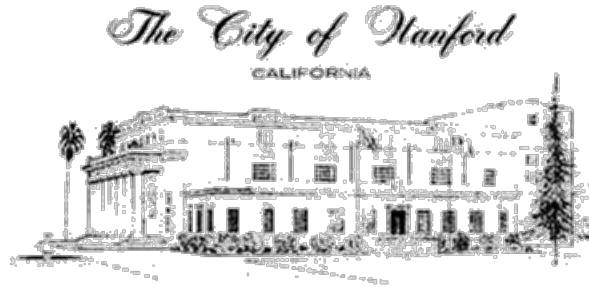
Recommendation:

Approve the minutes of the June 7, 2022 Meeting.

FISCAL IMPACT:

ATTACHMENTS:

6.7.2022



CITY COUNCIL MEETING MINUTES

June 7, 2022 7:00 PM

Council Chambers

400 N. Douty St.

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

Mayor Morrow called the study session and closed session to order at 4:00 p.m.

ROLL CALL BY THE CITY CLERK:

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

Absent: Francisco Ramirez

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.*

Mark Pratter commented on rezoning Hidden Valley Park.

Bob Ramos commented on the public comment period during special meetings and he suggested adding seating for spectators at the Lacey Park basketball courts. He also commented on the damaged grass area at Civic Park.

Lou Martinez commented on Hidden Valley Park.

Chad Draxler commented on the approval of the fitness park located at Hidden Valley Park. He also expressed his concerns about cars being parked on the grass area at the parks. He asked why the parking ordinance is not being enforced.

STUDY SESSION :

A. Review of the Council's Adopted Goal for Parks in the City of Hanford and discussion related Measurable Objectives for FY 22/23 and Funding options

Parks & Community Services Director Brad Albert introduced the new Administrative Analyst Jerald Campbell. Dir. Albert also addressed the public comments made regarding Civic Park. Dir. Albert discussed the measurable objectives for FY 22/23. City Manager Cifuentez also addressed the concerns expressed during public comment. He also discussed the process of rezoning Hidden Valley Park. The Council provided feedback and shared some concerns regarding maintaining current park amenities. They also discussed funding options. Staff responded to the Council's questions and concerns. Trust and Public Land Western Conservation Director David Weinstein (teleconference) provided an overview of the Trust Public Land (TPL) and discussed the Public Finance Feasibility Study. Mr. Weinstein also discussed critical steps for a successful ballot measure. Mr. Weinstein and staff answered questions from the Council. The Council directed staff to move forward with

the measurable objectives with the modification to work toward recovery cost and user fees before seeking additional funding routes. Staff will also bring back the updated user fees and a study session item with an overview of the status of the parks.

RESULT: CONSENSUS

B. Presentation of the Fiscal Year 2021 Audited Financial Statements for the City of Hanford from the City's independent external auditors Hudson, Henderson & Company, Inc. Certified Public Accountants.

Finance Director Chris Tavarez and Hudson Henderson & Company Inc. CPA Brian Henderson discussed the financial cycle and the Fiscal Year 2021 Audited Financial Statements. Mr. Henderson briefly highlighted and discussed the services they provided. He also discussed the timeline and completion date. Staff answered questions from the Council. The presentation was informational only, no formal action was needed.

CLOSED SESSION FOR THE DISCUSSION OF THE FOLLOWING:

The Council convened to closed session at 6:40 p.m.

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

Workers Compensation Claim

CONFERENCE WITH LEGAL COUNSEL-LABOR NEGOTIATIONS (GC 54957.6):

Agency Designated Representatives: Che Johnson, Mario Cifuentez, Sarah Cardoza, Chris Tavarez, and Brenda Garcia.

Employee Organizations: Hanford Police Officers Association (POA); Hanford Firefighters; Local 3898 (IAFF); Hanford General Employees Management Association (GEMA); Service Employees International Union Local 521 (SEIU); and Executive Management Employees Association (EMEA).

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

Darlene Mata v. City of Hanford
Kings County Case No. 22C0077

CALL TO ORDER REGULAR SESSION:

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

ROLL CALL:

Attendee Name	Title	Status	Arrived
Diane Sharp	Vice Mayor	Present	3:55 PM
Art Brieno	Council Member	Present	3:59 PM
Kalish Morrow	Mayor	Present	3:53 PM
Amanda Saltray	Council Member	Present	3:59 PM
Francisco Ramirez	Council Member	Absent	

INVOCATION:

Pastor Ken McMillan led the invocation.

FLAG SALUTE:

Mayor Morrow led the flag salute.

CLOSED SESSION ACTION REPORT:

None.

COUNCIL REPORTS/GENERAL REPORTS:

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).

Mayor Morrow and Vice Mayor Sharp discussed the events and meetings they attended.

Council Member Saltray discussed the meetings and events she attended. She also discussed KCAOs programs.

Council Member Brieno nothing to report.

PUBLIC COMMENT:

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

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

Jack Swartz thanked the city staff for their assistance with Carnegie Museum event in Civic Park. He also shared the Carnegie's highlights and upcoming events.

Dennis Ham commented on the Planning Commission vacancy and the amended ordinance. He also expressed his concerns regarding filling the vacancy.

Mike Mendoza shared his concerns regarding General Business Item A (Amendment of Water Service Discontinuation Policy). He also thanked Vice Mayor Sharp and Council Member Brieno for their assistance with his concerns.

Travis Paden recognized the Parks and Community Services staff for their assistance for a recent community event.

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 pulled items I and J. Motion to approve the consent calendar except the items pulled for separate discussion.

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

- A. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.
- B. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Manuel Salazar
- C. City Clerk: Approval of the Minutes of the December 21, 2021 Meeting
- D. City Clerk: Approval of the Minutes of the January 18, 2022 Meeting
- E. City Clerk: Adoption of Resolution 22-23-R Calling for the holding of a General Municipal Election to be held on November 8, 2022 and requesting the Kings County Board of Supervisors to consolidate with the Statewide General Election.
- F. Fire: Second reading and Adoption of Ordinance No. 22-01, Amending most sections of Chapter 8.11 of the Hanford Municipal Code ILLEGAL FIREWORKS to update definitions, abatement procedures, penalties and re-identify the Hearing
- G. Fire: Approval of the award of the 2021 State Homeland Security Grant Program (SHSGP) funding, in the amount of \$28,000 for the Hanford Fire Department, and Authorization to utilize the funding to Purchase Base Station and Apparatus Mobile Radios.
- H. Fire: Approval of the award of the 2020 State Homeland Security Grant Program (SHSGP) funding, in the amount of \$25,650 for the Hanford Fire Department, and Authorization to utilize the funding to Purchase Portable Radios.
- I. Public Works: Acceptance of Public Grant of Easement from Implacable Properties, LLC, dated May 6, 2022 for a 20' wide Sanitary Sewer Easement for Tract 865, Unit 2.
- J. Public Works: Approval of the Final Map and Subdivision Agreement for Tract No. 928, Unit No. 3, with San Joaquin Valley Homes, and acceptance of all easements and dedications offered for public use and adoption of Resolution 22-24-R restructuring properties within Assessment District No. 20-01 (District Restructure No. 20-01-B) (Southeast corner of Fargo Avenue and Centennial Drive)

PULLED ITEMS:

- 1. Public Works: Authorization to reject a previously approved Contract with Robert Marks Plumbing and Re-Advertise the Civic Auditorium Sewer Main Replacement Project

[Item I]

Pulled by Council Member Brieno.

Public Works Director John Doyel answered questions from Council Member Brieno.

Attachment: 6.7.2022 (Clerk: 6.7.2022 Minutes)

Motion to approve.

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

2. Public Works: Adoption of Ordinance No. 22-06 which amends Chapter 13.12 (Solid Waste Collection and Disposal), Chapter 2.48 (Purchasing system), and Chapter 12.08 (Water efficient landscape design and installation) of the Hanford Municipal Code relating to compliance with SB 1383.

[Item J]

Pulled by Council Member Brieno.

Public Works Director John Doyel answered questions from the Council.

Motion to approve.

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

GENERAL BUSINESS:

- A. City Attorney: Introduction of Ordinance No. 22-07, an Amendment of the City of Hanford's Water Service Discontinuation Policy

City Attorney Ty Mizote discussed the background and the amendments. Mr. Mizote also addressed the comments made during public comment and answered questions from the Council. City Manager Cifuentes elaborated on the issues mentioned by Mr. Mendoza during public comment. Finance Director Chris Tavarez discussed the fee schedule and the appeal process. Staff answered questioned from the Council.

Motion to approve.

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

- B. City Attorney: Re-approval of Farley Law Firm Retainer Agreement

City Attorney Ty Mizote discussed the previously approved Retainer Agreement for the Farley Law Firm's representation. He also discussed FPPC's input regarding the conflict of interest of Council Members Brieno and Ramirez voting on the item. Council Member Brieno recused himself from voting.

Motion to approve.

RESULT:	APPROVED [3 TO 0]
MOVER:	Diane Sharp, Vice Mayor
SECONDER:	Amanda Saltray, Council Member
AYES:	Sharp, Morrow, Saltray
ABSTAIN:	Brieno
ABSENT:	Ramirez

- C. Finance: Approval of an additional Appropriation of \$3,361,645 in the GF and \$8,016,639 across all Other Funds for the 2022-23 Fiscal Year Budget and the addition of three (3) allocated positions to the position control budget, one (1) to the salary schedule.

City Manager Cifuentez addressed the missing information from the staff report. Staff will present the complete report at the June 21st meeting for the Council's review and approval. Finance Manager Destiny Borba discussed the additional allocated positions. Building Official Tom Webb discussed the need for additional staff. Council Member Brieno expressed his concerns and commented on common violations. Vice Mayor Sharp spoke in support of the addition of three allocated positions. Staff answered questions from the Council. City Manager Cifuentez addressed Council Member Brieno's concerns. No action was taken. The item will be presented to the Council for review and approval on June 21, 2022.

RESULT:	CONSENSUS
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COUNCIL FUTURE AGENDA ITEMS:

At this time, any Council Member may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they 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)

It was a consensus of the council to direct staff to bring back the following items for future discussion:

Review of the first-time home buyers' program, brought forth by Mayor Morrow, and the Civic Auditorium improvements, brought forth by Vice Mayor Sharp.

ADJOURNMENT:

Mayor Morrow adjourned the meeting at 8:19 p.m.

Respectfully submitted,

Natalie Corral
City Clerk



**AGENDA
STAFF REPORT**

MEETING DATE: 10/4/2022	AGENDA SECTION: C
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SUBJECT:

City Clerk: Approval of the Minutes of the June 21, 2022 Meeting

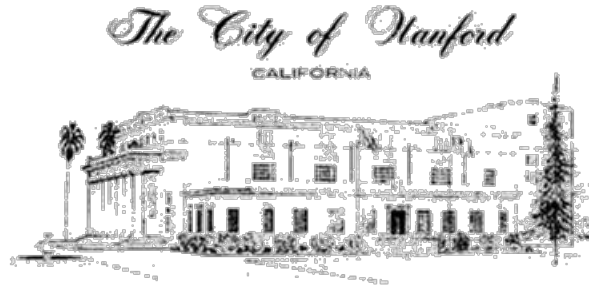
Recommendation:

Approve the minutes of the June 21, 2022 Meeting.

FISCAL IMPACT:

ATTACHMENTS:

6.21.2022



CITY COUNCIL MEETING MINUTES

June 21, 2022 7:00 PM

Council Chambers

400 N. Douty St.

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

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

ROLL CALL BY THE CITY CLERK :

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

PUBLIC COMMENT:

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

Mark Pratter commented on a conversation he had with Council Member Saltray regarding funding for Hidden Valley Park. He also suggested allocating ARPA funds to expand Hidden Valley Park.

Bob Ramos suggested allocating funds to Hidden Valley Park.

William Harman commented on the fitness court at Hidden Valley Park and vandalism at the parks.

Travis Paden commented on the ARPA funds and questioned the funds that were allocated to the police department.

Larry Faria commented on Hidden Valley Park.

Dan Chin discussed quality of life and expressed his concerns regarding city parks. He also commented on the response time of the city's first responders.

STUDY SESSION :

Finance: Presentation of the American Rescue Plan Act (ARPA) funding information related to the \$13,077,740 in funding that the City of Hanford received from Coronavirus State and Local Fiscal Recovery Fund (SLFRF) and Council direction to staff regarding the second allocation of funding

Finance Director Chris Tavaréz presented the American Rescue Plan Act (ARPA) funding information related to the \$13,077,740 that the City of Hanford received from Coronavirus State and Local Fiscal Recovery Fund (SLFRF) for the Council's direction regarding the second allocation of funding. Public Works Director John Doyel discussed the Proposed Downtown Improvements and the estimated cost breakdown. Staff answered questions from the Council. The Council provided their feedback. Mayor Morrow, Vice Mayor Sharp and Council Member Ramirez spoke in favor of the Proposed Downtown Improvements. Council Member Ramirez

Attachment: 6.21.2022 (Clerk: 6.21.2022 Minutes)

suggested allocating ARPA funds for the expansion of Hidden Valley Park. Council Member Brieno expressed his concerns regarding the proposed addition of three roundabouts downtown. He spoke in support of adding one roundabout and utilizing the ARPA funds for other projects.

After a lengthy discussion, Vice Mayor Sharp motioned to approve the item, amending the Skate Park/Plunge Fencing Project budget to \$125,000 and allocating \$75,000 for the expansion design of Hidden Valley Park and any project savings will be allocated to the Xeriscape Projects.

A substitute motion to remove \$750,000 from the Downtown Street Economic Development Project and allocate it to the Xeriscape Projects and Water Conservation projects was introduced by Council Member Brieno. Seconded by Council Member Saltray. Motion failed (2/3).

The Council convened to closed session at 6:35 p.m.

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

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

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

Property: 330 N. Harris Street
 APN: 010-276-021
 Agency Negotiators: Mario Cifuentez and Ty Mizote
 Negotiating Party: Stuart Clark

CONFERENCE WITH LEGAL COUNSEL -LABOR NEGOTIATIONS (GC 54957.6):

Agency Designated Representative: Che Johnson, Mario Cifuentez, Sarah Cardoza, Chris Tavarez, and Brenda Garcia.
 Employee Organizations: Hanford Police Officers Association (POA); Hanford Firefighters; Local 3898 (IAFF); Hanford General Employee Management Association (GEMA); Service Employees International Union Local 521 (SEIU); and Executive Management Employees Association (EMA).

CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERFORMANCE

EVALUATION (GC 54957 (b)(1)):

Title: City Manager

CALL TO ORDER REGULAR SESSION:

Mayor Morrow called the meeting to order at 7:08 p.m.

ROLL CALL:

Attendee Name	Title	Status	Arrived
Diane Sharp	Vice Mayor	Present	4:00 PM
Art Brieno	Council Member	Present	4:58 PM
Kalish Morrow	Mayor	Present	4:50 PM
Amanda Saltray	Council Member	Present	4:54 PM

Francisco Ramirez	Council Member	Present	4:51 PM
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INVOCATION:

The invocation was led by Pastor Candice Cortez.

FLAG SALUTE:

The flag salute was led by Mayor Morrow.

CLOSED SESSION ACTION REPORT:

None.

COUNCIL REPORTS/GENERAL REPORTS:

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).

The Council discussed the meetings and events they 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.*

Rose Shapley commented on the Lacey Park basketball court project and the skate park. She also brought samples of cement for staff and Council. Ms. Shapley expressed her concerns regarding community safety at the Fast Plaza.

Nick Wagner requested to pull consent items H and N for more clarification.

Bob Ramos commented on surplus properties. He also commented on the handout that he provided to the Council regarding public housing.

Rebecca Belle expressed her concerns regarding handicap parking, shade a Freedom Park, and the Boys and Girls Club.

Travis Paden requested to pull Item J for clarification. He also suggested adding a public comment period to the end of the agenda. He also shared his ideas for the ARPA funds.

Lou Martinez expressed his concerns regarding community outreach for the roundabout project downtown. He also commented on Hidden Valley Park.

Mark Pratter thanked the Council for allocating funds for Hidden Valley Park.

Mel Weaver, owner of Mel's Towing claims that he was treated unfairly by the police department.

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.

Item F was pulled by Mayor Morrow, Items K and O were pulled by Council Member Brieno. Motion to approve except for the items pulled for separate consideration.

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

- A. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.
- B. City Clerk: Approval of the Minutes of the February 1, 2022 Meeting
- C. City Clerk: Approval of the Minutes of the February 15, 2022 Meeting
- D. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Douglas Sinclair.
- E. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Ashlynn See.
- F. Adoption of Ordinance No. 22-07 Amending Chapter 13.04 of Hanford Municipal Code and modifying late fee, interest and payment plan provisions as directed by Council
- G. Parks and Community Services: Adoption of Resolution 22-28-R authorizing the City Manager to execute the necessary documents to accept \$256,143 in grant funding from the CalTrans Sustainable Transportation Planning Grant Program to create a Comprehensive Active Transportation Plan (ATP)
- H. Community Development: Adoption of Resolution NO. 22-25-R; Revising the Funding amount from the State of California Department of Housing and Community Development (HCD) Block Grant Program Corona Virus Response (CDBG-CV2) that was previously approved by Council through the adoption of Resolution No. 21-19-R
- I. Community Development: Review and approval of the proposed amendment No. 1 to the Community Development Block Grant Documents: 2021 Annual Action Plan to provide for additional funding for parking lot improvements to the Police Activities League (PAL) facility
- J. Public Works: Adoption of Resolution No. 22-26-R, thereby approving the Vacation of Excess Right of Way of Trehwitt Street between Sixth Street and Seventh Street, and Approval of Final Parcel Map No. 2021-01

PULLED ITEMS:

1. Council: Adoption of Resolution No. 22-31-R Designating the Mayor and Vice-Mayor as the voting delegate and alternate for the purpose of advancing the City's position at the League of California Cities Annual Conferences.

[Item F]

Pulled by Mayor Morrow.

Mayor Morrow recommended Council Member Ramirez to be the alternate voting delegate for the 2022 League of California Cities Annual Conference.

Motion to approve.

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

2. IT: Approval of a contract with CivicPlus for the redesign of the City of Hanford website and new Agenda Management Software in the amount of \$49,907.25

[Item H]

Pulled during public comment.

Finance Director Chris Tavaréz addressed Mr. Wagner's comments and questions.

Motion to approve.

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

3. Parks and Community Services: Adoption of Resolution No. 22-30-R, Approving the Annual Engineer's Report and Intention to Levy and Collect Assessments as outlined, pursuant to Chapter 3 of the Landscape and Lighting Act of 1972, and setting July 19, 2022 as the Public Hearing date to consider the increases in assessments as proposed.

[Item J]

Pulled during public comment.

Parks and Community Services Director Brad Albert addressed Mr. Paden's questions and comments. He also answered questions from the Council.

Motion to approve.

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

4. Community Development Department: Approval of a Professional Services Agreement with LSA Associates, Inc. (LSA) to prepare the “City of Hanford Vehicle Miles Traveled (VMT) Thresholds and Implementation Guidelines” and authorize City Manager to execute Professional Services Agreement with LSA for \$48,890.

[Item K]

Pulled by Council Member Brieno

Interim Community Development Director Mary Beaty answered questions from the Council. Dir. Doyel discussed the traffic study process and the project evaluation process. City Attorney Ty Mizote discussed mitigation measures and program fees.

Motion to approve.

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

5. Approval of the Notice of Completion for Tract No. 928 Unit No. 1 and authorization for the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder’s Office.

[Item N]

Pulled during public comment.

Public Works Director addressed the questions asked during public comment.

Motion to approve.

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

6. Public Works: Authorization to Award a contract to MAC General Engineering of Exeter CA, in the amount of \$715,720.97, establish a construction contingency of \$71,600 and approve an additional appropriations of \$287,300 from the TDA Transportation Fund in order to fully fund the Campus Drive Resurfacing project from Lacey Boulevard to Greenfield Avenue.

[Item O]

Pulled by Council Member Brieno.

Public Works Director Doyel answered questions from Council Member Brieno.

Motion to approve.

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

GENERAL BUSINESS:

- A. Finance: Approval of an additional Appropriation of \$3,361,645 in the GF and \$8,016,639 across all Other Funds for the 2022-23 Fiscal Year Budget and the addition of three (3) allocated positions to the position control budget, one (1) to the salary schedule.

Finance Director Chris Tavarez and Finance Manager Destiny Borba (teleconference) discussed the additional appropriation of \$3,361,645 in the General Fund and \$8,016,639 across all Other Funds for the 2022-23 Fiscal Year Budget and the addition of three (3) allocated positions. Staff addressed the Council's questions and concerns. The Council requested a future discussion regarding cannabis revenue. After a lengthy discussion Council Member Francisco motioned to approve as presented.

Motion to approve.

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

- B. Finance: Adoption of Resolution 22-27-R establishing the 2022/2023 appropriations limit of \$82,564,920 for the City of Hanford's General Fund

Finance Director Chris Tavarez discussed Resolution 22-27-R, establishing the 2022/2023 appropriations limit of \$82,564,920 for the City of Hanford's General Fund, which is mandated by the state.

Motion to approve.

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

- C. Administration: Adoption of Resolution 22-29-R Declaring the Property Located at 113 Court Street (Courthouse) as Surplus Property and adoption of Notice of Exemption 2022-47, which determines that the disposition of the property is exempt from environmental review.

City Manager Cifuentez (teleconference) and City Attorney Ty Mizote discussed resolution 22-29-R, declaring the property located at 113 Court Street (Courthouse) as Surplus Property and adoption of Notice of Exemption 2022-47. Mr. Mizote answered questions from the Council.

Motion to approve.

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

COUNCIL COMMENTS AND COMMUNICATIONS:

At this time, any Council Member may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they 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)

The Council addressed Mr. Weaver's comments made during public comment. Council Member Brieno requested a future discussion regarding his censure. The Council was opposed to bringing it back for further discussion.

ADJOURNMENT:

Mayor Morrow adjourned the meeting at 8:49 p.m.

Respectfully submitted,

Natalie Corral
City Clerk



**AGENDA
STAFF REPORT**

MEETING DATE: 10/4/2022

AGENDA SECTION: D

SUBJECT:

City Clerk: Approval of the Minutes of the June 23, 2022 Special Meeting

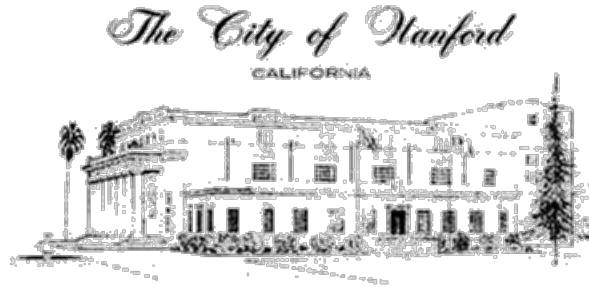
Recommendation:

Approve the minutes of the June 23, 2022 Special Meeting.

FISCAL IMPACT:

ATTACHMENTS:

6.23.2022 SM



CITY COUNCIL MEETING MINUTES

June 23, 2022 5:00 PM

Council Chambers

400 N. Douty St.

CALL TO ORDER SPECIAL SESSION:

Mayor Morrow called the meeting to order at 5:00 p.m.

ROLL CALL BY THE CITY CLERK:

Attendee Name	Title	Status	Arrived
Diane Sharp	Vice Mayor	Present	4:55 PM
Art Brieno	Council Member	Late	5:02 PM
Kalish Morrow	Mayor	Present	4:55 PM
Amanda Saltray	Council Member	Present	4:55 PM
Francisco Ramirez	Council Member	Present	4:55 PM

PUBLIC COMMENT:

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

None.

GENERAL BUSINESS:

Planning Commission Interviews

Mayor Morrow deferred to City Manager Cifuentez for instructions. The Council agreed to a maximum of 15 minutes per candidate interview. The Council interviewed candidates Dennis Ham and Gunther Norris. Candidate Chris Jordan was not in attendance. It was a consensus to consider the two candidates present. City Manager Cifuentez received notification that Candidate Jordan had withdrawn.

Mayor Morrow called for a nomination for the vacant term, set to expire December 31, 2024.

Council Member Ramirez nominated Dennis Ham.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Francisco Ramirez
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

Mayor Morrow called for a nomination for the Alternate position.

Council Member Saltray nominated Gunther Norris for Alternate Commissioner, with a term to expire December 31, 2026.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Amanda Saltray
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

ADJOURNMENT:

Mayor Morrow adjourned the meeting at 5:43 p.m.

Respectfully submitted,

Diana Black
Recording Secretary



AGENDA STAFF REPORT

MEETING DATE: 10/4/2022	AGENDA SECTION: E
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SUBJECT:

City Attorney: Approval of a Purchase and Sale Agreement for the Sale of the City-Owned Parking Lot at Southeast Corner of Redington and Sixth Streets to A2Z Investments, LLC.

RECOMMENDATION:

It is recommended that the Council, by motion, approve the attached Purchase and Sale Agreement and Housing Affordability Covenant and authorize the City Manager to sign those documents and associated escrow documents for the sale of the City-owned parking lot located at the southeast corner of Sixth and Redington Streets to A2Z Investments, LLC.

Recommended Motion:

I move to approve the Purchase and Sale Agreement and Housing Affordability Covenant included in the agenda packet and that the City Manager be authorized to sign those documents and associated escrow documents for the sale of the City-owned parking lot, which is located at the southeast corner of Sixth and Redington Streets, to A2Z Investments, LLC.

BACKGROUND:

The City of Hanford currently owns the parking lot located at the southeast corner of Sixth and Redington Streets. The parking lot located directly west of the Comfort Inn.

The parking lot is comprised of 75 parking spaces and is approximately 0.68 acres in size. The Comfort Inn does not have on-site parking, and the City leased the parking lot to Hanford Investors, Inc. (HII) beginning in 2000. HII owns the land on which the Comfort Inn hotel is located. Under the HII lease, which runs for fifty (50) years, HII was given exclusive use of the parking lot during the hours of 6:00 p.m. and 8:00 a.m. each day. The yearly rental amount started at \$6,000.00 and has increased annually each year. A copy of the Parking Lot Lease is also attached.

HII is leasing the Comfort Inn property to A2Z Investments, LLC (A2Z), and A2Z is operating the hotel. HII assigned the Parking Lot Lease to A2Z as part of its lease of the hotel property to

A2Z. A2Z is in the process of purchasing the Comfort Inn property and wishes to purchase the City- owned parking lot. A2Z intends to improve the parking lot and will obtain a loan to pay for the improvements. A2Z must offer the property as security for the loan, and, in order to offer the property as security, it must own the parking lot. As a result, A2Z approached the City about purchasing the parking lot.

Since the parking lot serves downtown businesses, the City checked with Main Street Hanford (MSH) about the potential sale of the lot, and MSH did not object. The terms of the A2Z Purchase and Sale Agreement for the parking lot are summarized as follows:

Total Purchase Price: \$305,000.00. A copy of an appraisal for the parking lot is attached. The \$305,000.00 value is shown at the bottom of page 9 of the appraisal.

Sales Contingencies

- o A2Z must purchase the Comfort Inn property in order to purchase the City-owned parking lot. In other words, the hotel and parking lot may not be owned by different parties.
- o A Housing Affordability Covenant must be recorded at the close of escrow to satisfy state housing laws. Even though the property will continue to be used as a parking lot, the California Department of Housing and Community Development (HCD) requires a Covenant to be recorded in every matter involving the sale of real estate owned by a local agency.
- o HCD must approve the sale of the parking lot to A2Z.

Deadline for Closing: October 31, 2024. This is the deadline for A2Z to purchase the Comfort Inn property.

The proceeds generated by the sale of the parking lot may be utilized by the City for a future downtown parking project.

The City Council declared the parking lot to be surplus property on July 19, 2022. Thereafter, the City sent surplus property notices to public agencies and housing sponsors as required by the Government Code. The City received no responses. The next step in the sales process involves the Council's approval of the attached Purchase and Sale Agreement and Housing Affordability Covenant. If the Council approves Agreement and the Covenant, the documents will be submitted to HCD for review as required by the Government Code. Escrow for the sale of the property may close after receipt of HCD's approval.

ATTACHMENTS: Purchase and Sale Agreement, Housing Affordability Covenant, Parking Lot Lease, and appraisal.

FISCAL IMPACT:

ATTACHMENTS:

2022.09.27 Affordability Covenant - Agenda Packet

2022.04.22 Comfort Inn Parking Lot Appraisal

City of Hanford Parking Lease Agreement

2022.09.27 Purchase Sale Agreement for Comfort Inn Parking Lot - Agenda Packet

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF HANFORD
319 N. Douty
Hanford, CA 93230

NO FEE FOR RECORDING
PURSUANT TO GOVERNMENT CODE
SECTIONS 6103 AND 27383

(Space Above This Line for Recorder's Office Use Only)

**Housing Affordability Covenant
(Recorded Per Government Code Section 54233)**

The City of Hanford, the owner of the property ("Property") more particularly described in the attached Exhibit "A", which is incorporated herein by reference, hereby establishes the following covenants and restrictions with respect to the Property:

If ten (10) or more residential units are developed on the Property, not less than fifteen percent (15%) of the total number of residential units developed on the Property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of fifty-five (55) years for rental housing and forty-five (45) years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of 65915 of the California Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

Date: _____

CITY OF HANFORD

By: _____
MARIO A. CIFUENTEZ II
City Manager

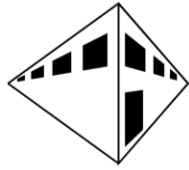
STATE OF CALIFORNIA)
) SS
COUNTY OF HANFORD)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(SEAL)

NOTARY PUBLIC

EXHIBIT "A"
Legal Description



Simon & Hower, Inc.

REAL ESTATE APPRAISAL

Phone: (559) 582-9112

1306 N. Irwin Street
Hanford, CA 93230
www.simonhower.com

Fax: (559) 582-9114

APPRAISAL REPORT

Parking Lot
Southeast Corner of Redington Street and West 6th Street
Hanford, CA 93230

April 22, 2022

Client: Jay Patel
Anand Investments, LLC

Intended User: Jay Patel
Anand Investments, LLC

This report is for the sole use of the client and is not intended to be used by anyone other than the identified intended users above. The appraiser's opinions and conclusions set forth in this report may not be understood properly without additional information in the appraiser's work-file.

Real Property Interest Appraised: Fee simple estate, subject to the deed restriction.

Pertinent Dates: The effective date of the appraisal is April 15, 2022, which was the date of inspection.

Intended Use: The intended use is to establish the fair market value, as defined below, to provide a value basis for potential purchase.

Definition of Market Value: The use value is appraised in this report. The value in use is defined by the Dictionary of Real Estate Appraisal, 6th Edition as follows:

"The value of a property assuming a specific use, which may or may not be the highest and best use on the effective date of the appraisal. Value in use may or many not be equal to market value but is different conceptually."

Note: The value conclusion reported will be the market value of the property “as is”.

Scope of Work: As part of this appraisal, we have completed the following steps to gather, confirm, and analyze the data:

- Physically inspected the subject property, and toured the surrounding neighborhood and market area;
- Collected information about the subject, surrounding market and confirmed that information with various sources;
- Prepared a highest and best use analysis of the subject site as though vacant and as improved;
- Collected and confirmed market information needed to provide a reliable value conclusion;
- Prepared a restricted appraisal report for evaluation purposes setting forth the conclusion derived in this analysis.

Current Ownership, Sales History and Status:

Current Owner	The City of Hanford
Sales in Prior 3 years	There have been no sales in the three years prior to the effective date of this appraisal.
History	The site is currently improved and operating as a public parking lot.

Location Rating:

	Excellent	Good	Average	Fair	Poor
Location			X		
Accessibility			X		
Condition of Surrounding Properties			X		

Location Comments: The subject property is in the heart of the downtown district of the city of Hanford. Specifically, it is located at the southeast corner of Redington Street and West 6th Street.

Market Trends & Conditions:

	Improving	Stable	Declining
Value Trend		X	
Vacancy Trend		X	
Rental Trend		X	
Local Economy Trend		X	

Comment: Commercial real estate has been appreciating. Development is evident throughout Hanford,

mainly along the 12th Avenue corridor. In the downtown district, vacancy and rental rates have been slowly improving.

Property Description:

<i>APN:</i>	012-086-004; Kings County
<i>Zoning:</i>	The subject is zoned Downtown Mixed Use (MXD) by the City of Hanford. This zoning district is designed for a mixture of commercial developments.
<i>Size & Shape:</i>	The site is rectangular with a gross area of 0.80 acres or 34,916 square feet, according to the Assessor's Office. The record of Survey (attached to this document) indicates the subject parcel is 0.68 acres, or approximately 29,743 square feet. The gross assessed acreage is used to value the subject.
<i>Topography:</i>	Level, near street grade.
<i>Off-Sites:</i>	Redington Street and 6 th Street are two-lane asphalt paved roadways improved with concrete curb, gutter and sidewalk.
<i>Utilities:</i>	The City of Hanford provides water, sewer and storm drainage. Electrical and gas services are provided by utility companies at prevailing rates.
<i>Access/Visibility:</i>	The subject has average access from 6 th Street. There is no access from Redington Street. Access is average.
<i>Other Factors:</i>	The site is not within a flood zone, seismically active zone, land preserve or wetlands area. We have not reviewed a title report. There were no detrimental easements or encroachments noted upon visual inspection. Review of a recently issued title report is a contingency of this appraisal.
<i>Improvements:</i>	The site is improved with an asphalt parking lot, including 67 marked stalls. Mature trees and shrubs are featured in concrete planter beds around the perimeter and in the center of the parking lot. Pole mounted lighting illuminates the parking area. A concrete block trash enclosure with chain link gate sits at the east end of the site. A handicap ramp is located adjacent to the handicap stalls near the hotel.

Highest and Best Use:

Highest and Best Use, As Vacant: Commercial development

Highest and Best Use, As Improved: Utilize the existing parking lot improvements for the adjacent hotel.

Subject Photographs



6th Street frontage



Parking lot



East view on 6th Street



Handicap stalls and ADA ramp

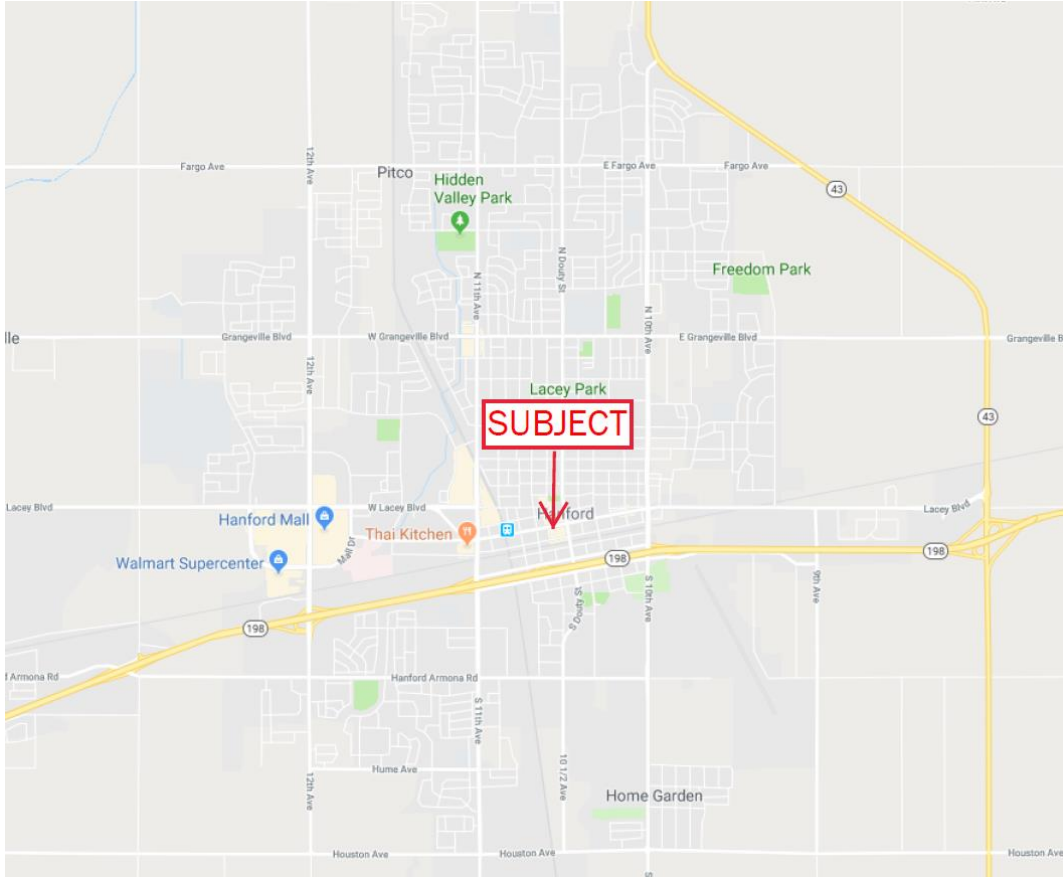


Trash enclosure and lighting



Site entrance from 6th Street

Location Maps



Parcel Map



KINGS COUNTY ASSESSOR'S MAP 12-08

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY. IT IS NOT TO BE CONSIDERED AS A FINAL MAP. NO WARRANTIES ARE MADE BY THE ASSESSOR'S OFFICE FOR THE ACCURACY OF THE INFORMATION SHOWN HEREON. THE ASSESSOR'S OFFICE SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THIS MAP. NOVEMBER 2012

VALUATION

The subject lot is encumbered by a deed restriction allowing for public parking between the hours of 8:00 AM and 6:00 PM. After 6:00 PM the lot is exclusively reserved for hotel guests. Encumbered properties are typically bought and sold at a discount from the unencumbered fee value, because the utility is restricted. In this appraisal, the unencumbered fee value will be determined and then discounted for restrictions.

The sales comparison approach is the most appropriate for vacant land; this approach is utilized to value the underlying land component. The sales comparison approach is based upon the principle of substitution. This principle contends an informed buyer would pay no more for a property than the price of acquiring an equally desirable substitute in an open, competitive market.

The local market was searched for sales of similar properties. The most relevant sales were identified and utilized for this comparison. Each sale has been verified with a reliable source. The market data is summarized in the following pages.

SUMMARY OF COMPARABLE LAND SALES

	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5
Location	Southeast corner of Redington Street & 6th Street	North side of 5th Street b/t Brown St. and S. 10th Ave.	Southeast side of Greenfield and Elm	Southeast side of Greenfield and Elm	410 E. 4th Street	North side of 4th Street b/t S. Brown St. and S. Harris St.
City	Hanford	Hanford	Hanford	Hanford	Hanford	Hanford
APN	012-086-004	012-102-023	010-500-024	010-500-025	012-106-016	012-093-017
Buyer	---	Marco & Alicia Rodrigues	Tortuga Properties	Tortuga Properties	Marco Yanez	Paul Santiago
Seller	---	Adrian & Maria Sandoval	St. Jon Real Estate LLC	St. Jon Real Estate LLC	Marco Rodriguez	Alan & Cathy Johnson
Date of Sale	---	March-2022	March 2022	March-2022	December-2021	July-2020
Sale Price	---	\$80,000	\$225,000	\$225,000	\$70,000	\$100,000
Price/S.F.	---	\$4.83	\$5.87	\$5.87	\$6.22	\$6.75
Size (Acres)	0.80	0.38	0.88	0.88	0.26	0.34
Size (S.F.)	34,848	16,553	38,333	38,333	11,250	14,810
Zoning	MX-D	MX-D	R-H	R-H	MX-D	MX-D
Off-sites	C, G & SW	C & G	C, G & SW	C, G & SW	C, G & SW	C & G
Utilities	All Municipal	All Municipal	All Municipal	All Municipal	All Municipal	All Municipal
Orientation	Corner	Interior	Interior	Interior	Interior	Interior
Adjustments						
Property Rights	Fee Simple	0%	0%	0%	0%	0%
		\$4.83	\$5.87	\$5.87	\$6.22	\$6.75
Financing	Conventional	0%	0%	0%	0%	0%
		\$4.83	\$5.87	\$5.87	\$6.22	\$6.75
Conditions of Sale	Normal	0%	0%	0%	0%	0%
		\$4.83	\$5.87	\$5.87	\$6.22	\$6.75
Market Conditions	Current	0%	0%	0%	0%	0%
		\$4.83	\$5.87	\$5.87	\$6.22	\$6.75
Immediate Expenditu	---	0%	0%	0%	0%	0%
Adj. Price/S.F.		\$4.83	\$5.87	\$5.87	\$6.22	\$6.75
Location	Average	Inferior	Similar	Similar	Inferior	Inferior
Size	0.80	Superior	Similar	Similar	Superior	Superior
Zoning	MX-D	Similar	Inferior	Inferior	Similar	Similar
On-Sites	None	Similar	Similar	Similar	Similar	Similar
Off-sites	C, G & SW	Inferior	Similar	Similar	Similar	Inferior
Utilities	All Municipal	Similar	Similar	Similar	Similar	Similar
Adj. Price/S.F.	---	Inferior	Sl. Inferior	Sl. Inferior	Similar	Similar

Analysis & Conclusion: After analysis, the subject's value per square foot should be slightly above Sales 2 and 3 and near sales 4 and 5. The subject's location is superior to Sales 4 and 5 but the subject's larger size offsets this factor. A unit value of \$6.75 per square foot is concluded and applied to the subject property. The value of the underlying land is calculated as follows:

Underlying Land Value 34,916 S.F. X \$6.75 /S.F. = \$235,683

Land Value Rounded =\$235,000

Cost Approach: The depreciated value of the site improvements (parking lot) is added to the underlying land value to determine the total improved property value. There are 67 marked stalls on site. Utilizing Marshall Valuation a cost estimation guide, the cost per stall has been estimated at \$2,500. Soft costs were reconciled at 8.0%. Incentive would be anticipated for building a parking lot in downtown Hanford and none is applied.

The parking lot is at least 15 years old but has been moderately maintained. The effective age is estimated at 10 years with a remaining economic life of 10 years. The physical depreciation factor is derived at 50% (10/20 = 0.50).

Functionally the property lacks ADA compliant handicap ramps. It is also possible the trash enclosure no longer meets code. ADA compliance is often required by the planning department through site plan review if the property is altered or renovated. For this reason, an additional 15% functional deduction is made.

The underlying land value is added to the depreciated value of the parking lot improvements for a total of \$305,000. The value is calculated in the following chart:

COST SUMMARY					
Replacement Cost New					
67 Parking Stalls	67	A	\$ 2,500	per Stall =	\$ 167,500
Trash Enclosure					\$ 20,000
Total					\$ 187,500
Indirect Costs	8.00%				\$ 15,000
Total Cost New					\$ 202,500
Entrepreneurial Profit	0.00%				\$ -
Sub-Total					\$ 202,500
Physical Depreciation	50.00%				\$ (101,250)
Functional Obsolescence	15.00%				\$ (30,375)
Sub-Total					\$ 70,875
Plus Land Value					\$ 235,000
Indicated Value by the Cost Approach					\$ 305,875
Rounded					\$ 305,000

Encumbered Valuation Encumbered properties are typically bought and sold at a discount from the unencumbered value, because the utility is restricted. As a result of the encumbrance, the parking lot will be subject to increased maintenance costs borne by the owner. Most of the demand for parking will occur during the day, when the lot is encumbered by public parking rights. In the evening, parking demand is reduced when downtown Hanford is less active; the daytime parking rights are most valuable.

Diminution in value due to encumbrances vary based on the type of restriction. My estimate of the diminution in value is outlined in the following chart:

RATING GRID BEFORE AND AFTER THE DEED RESTRICTION						
	Access	Shape	Size	Traffic/Space Availability	Maintenance	Total Points
Before	Average	Rectangular	Economic	Private traffic flow	Standard	
	10	10	10	10	10	50
After	Average	Rectangular	Economic	Increased traffic flow and reduced space availability	Increased maintenance costs	
	10	10	10	5	5	40
					Difference from Before to After	10
					Difference as a Percentage	20%

Before the deed restriction there is less traffic and maintenance costs. With the deed restriction in place, the parking availability will be reduced, and the maintenance costs will increase. The chart above reflects a diminution of value at 20%, or an encumbered valuation of \$244,000 ($\$305,000 \times 0.8 = \$244,000$). This is a total diminution of \$61,000.

As a second consideration, I reviewed the following chart provided in the May/June, 2006 IRWA Journal article titled "Easement Valuation." The chart helps to outline a standard for easement valuations and their effect on real property values. This is relevant to the subject as there will essentially be a surface easement to utilize the subject property from 8:00 AM to 6:00 PM.

EASEMENT VALUATION MATRIX

Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	Severe impact on surface use Conveyance of future uses	Overhead electric Flowage easements Railroad ROW Irrigation canals Access roads
75% - 89%	Major impact on surface use Conveyance of future uses	Pipelines Drainage easements Flowage easements
51% - 74%	Some impact on surface use Conveyance of ingress/egress rights	Pipelines Scenic easements
50%	Balanced use by both owner and easement holder	Water or sewer lines Cable line Telecommunications
26% - 49%	Location along a property line, location across non usable land area	Water or sewer line Cable lines
11% - 25%	Subsurface or air rights that have minimal effect on use and utility Location with a setback	Air rights Water or sewer line
0% to 10%	Nominal effect on use and utility	Small subsurface easement

The subject is encumbered but the utility of the land area and parking lot has not changed. The effect is more of timing and availability. As of now, the downtown Hanford market does not lack parking in the immediate area. I observed the parking lot on numerous occasions throughout the day and it is rarely crowded. In future years, this trend may change as the population grows. For now, the encumbered property is a negative affected on a scale consistent with 20% diminution in value.

All factors considered, my opinion of the encumbered value is **\$244,000.**



Jacob I. Hower, MAI, R/W-AC
CA License 3002762
License Expiration Date: 11/14/2022
jake@simonhower.com

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
The reported analyses, opinions, and conclusions are limited only by the reported assumptions a limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, a conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no person interest with respect to the parties involved.
- I have previously appraised the subject property within the prior three years. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant real property appraisal assistance to the person signing this certification
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by duly authorized representatives.
- As of the date of this report, I Jacob Hower have completed the Standards and Ethics Education Requirements for Designated Members of the Appraisal Institute.



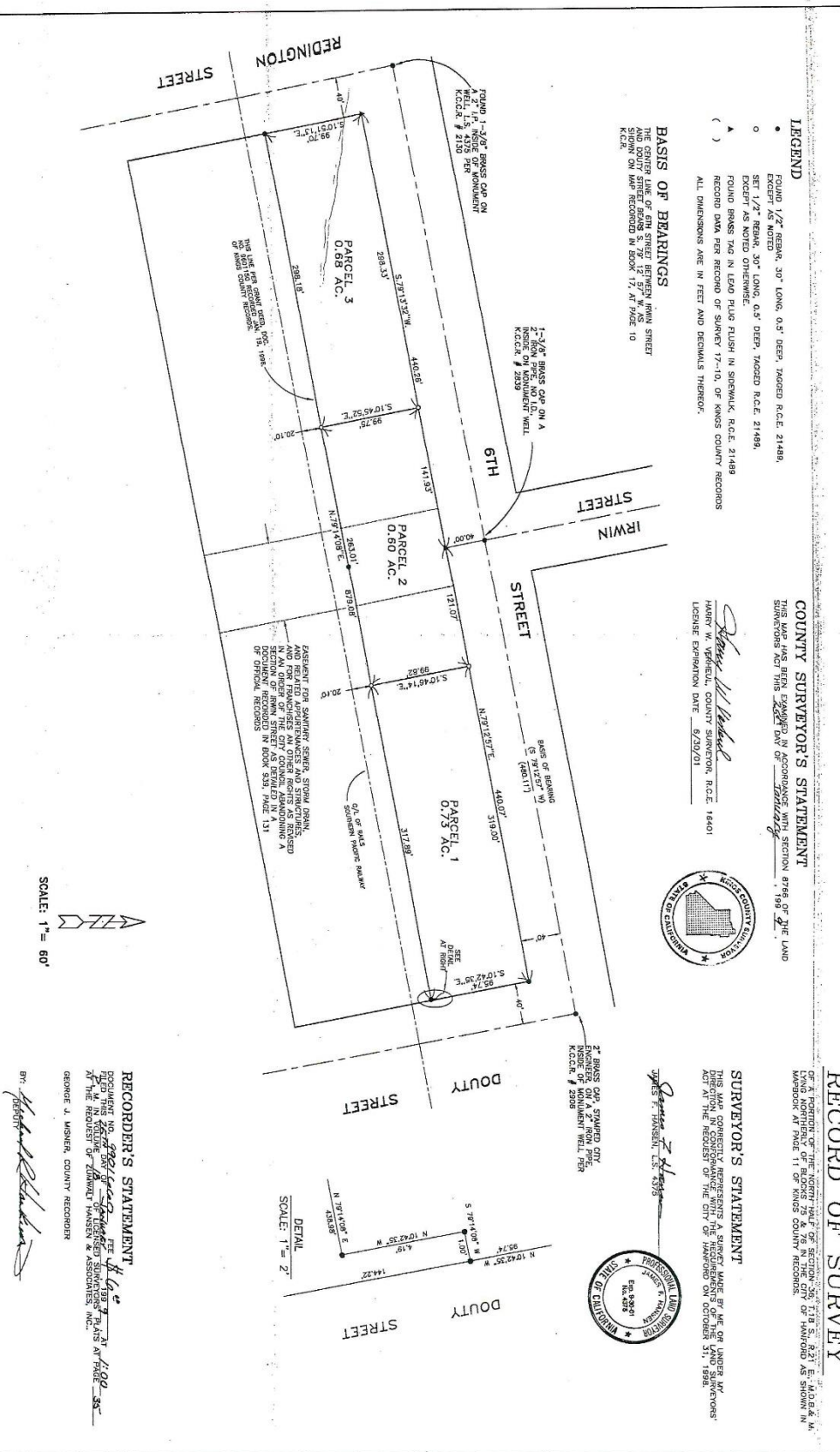
Jacob I. Hower, MAI, R/W-AC
CA License 3002762
License Expiration Date: 11/14/2022
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Basic Assumptions and Limiting Conditions

1. No survey was made of the property, and the dimensions are those taken from the maps in the Office of the County Assessor of Kings County. This appraisal is not an engineering, legal or architectural study. It is not an examination or survey of any kind. Expertise in these areas is not implied and should not be inferred by the reader.
2. No separation of land and building values may be used for any other purpose than that delineated elsewhere in this report.
3. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the author, particularly as to the valuation conclusion.
4. No right to expert testimony is included with this report, and the fee for this appraisal does not include payment for pre-trial conferences or taking of depositions.
5. No survey or soil tests of the land have been made by the appraiser.
6. This report and all information contained herein was prepared for the sole and exclusive benefit of the client, as specified herein, and is intended for his use only. No one except the client specified herein may rely on this report for any purpose. Any person or entity who obtained or reads this report, or a copy thereof, other than the client specified herein, expressly assumes all risk of damages to himself or third persons arising out of reliance thereon or use thereof and waives the right to bring any action based on the appraisal, directly or indirectly, and the appraiser shall have no liability to any such person or entity.
7. Possession of this report or any copy thereof does not carry with it the right of publication, nor may the same be used for any purpose by anyone except the appraiser's employer, without the previous written consent of the appraiser, and in any event, only in its entirety.
8. The information and data reported in this appraisal have been obtained from sources that are deemed to be reliable. They are believed to be correct but cannot be guaranteed by the appraiser. This condition applies generally throughout the appraisal report and specifically to square footage calculations and descriptions of comparable properties.
9. This appraisal report sets forth all the limiting conditions (imposed by the terms of the assignment or by the appraiser) affecting the analyses, opinions, and conclusions contained in this report.
10. During this appraisal, the appraisers did not detect or attempt to discover any environmental hazard on, under, above, or within the subject real estate. No overt evidence of any environmental hazard is apparent to the untrained eye. It is beyond the expertise of the appraiser to detect or determine the chemical nature of any substance or gas. No effort was made to dismantle or probe any part of the property to discover enclosed, encased, or concealed hazards. The presence of any hazardous condition usually diminishes market value. The value opinion formed in this report assumes there is no environmental hazard affecting the subject real estate. No responsibility is assumed by the appraisers or Simon & Hower, Inc., Inc. for any hazard, or for any expertise required to discover any environmentally hazardous condition. Our client is urged to retain an expert in this field, if desired.
11. The appraiser is not qualified to determine whether the subject building improvements are in compliance with the American with Disabilities Act (ADA) of 1992. Noncompliance with this act could have a negative effect upon the value of the property. An expert in this field should be retained for consultation, if desired.

- 12.**All leading professional appraisal organizations, the U.S. Congress, all state legislatures, and numerous legal jurisdictions recognize the Uniform Standards of Professional Appraisal Practice (USPAP), promulgated by the Appraisal Foundation. Revised annually to keep it contemporary, these standards set forth ethical practices and proper procedures for a competent appraisal. This appraisal fully complies with all relevant portions of the USPAP version in effect on the date this report was prepared. It also complies with the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA), a federal law.
- 13.**The person signing this report is licensed to appraise real property in the state the subject is located. I affirm I have the experience, knowledge, and education to value this type property. I have previously appraised similar real estate.
- 14.**No liability is assumed, expressed, or implied by Simon & Hower, Inc., or the appraiser for unauthorized use of this report. Only those persons, parties, entities, companies, corporations, partnerships, associations, or groups that are clearly, specifically, and explicitly identified as an intended user on Page 1 may rely on, and use this report. There are no implied, suggested, inferred, consequential, or indirect intended users of this report. Unauthorized users should not use, or rely on any portion of this document. Unauthorized users do so at their own risk and peril.

Record of Survey



End of Report

9/22/98

EXHIBIT GOFF-SITE CITY OF HANFORD
PARKING SPACE LEASE

THIS OFF-SITE PARKING LEASE ("Lease") is entered into this 15th day of OCTOBER, 2000, by and between the City of Hanford, a municipal corporation ("City"), and HANFORD INVESTORS, INC., a California corporation ("Lessee").

RECITALS

A. The City has sold certain real property ("Site") within the City of Hanford to the Lessee for the development of a hotel ("Project") pursuant to a Development Agreement between the City of Hanford and Lessee dated October 1, 1998 ("Development Agreement").

B. The Development Agreement requires more parking spaces for the Project than can be located upon the Site.

C. The City owns seventy-five (75) parking spaces in a parking lot adjacent to the Site as described in Exhibit "A", attached hereto and incorporated herein, by this reference ("Parking Spaces"), which it will lease to Lessee so that Lessee can satisfy its parking space obligations under the Development Agreement. Lessee desires to lease the Parking Spaces from City.

D. The development of the Project will benefit the City by creating new jobs in the community as well as adding in the revitalization of downtown Hanford. Therefore, City and Lessee agree to the leasing of the Parking Spaces in accordance with the terms and conditions set forth in this Lease.

NOW, THEREFORE, the City and the Lessee hereby agree as follows:

1. Parking Spaces.

Upon the conditions, limitations, covenants and agreements set forth in this Lease, the City hereby leases to the Lessee, and Lessee leases from City, the Parking Spaces.

2. Term.

The term of this Lease ("Term") shall commence on the date a Certificate of Completion as identified in the Development Agreement is issued by the City to Lessee for the Project ("Commencement Date") and shall terminate at midnight fifty (50) years from the Commencement Date. Within thirty (30) days after the Commencement Date, City and Lessee agree to execute an amendment to this Lease to specifically identify the Commencement Date and the last day of this Lease.

City of
Original
Hanford

3. Lease Fee.

The Lessee agrees to pay to the City annual rent for the lease of the Parking Spaces as follows:

a. Commencing the 1st day of the month following the Commencement Date, Lessee shall pay the City the first year's lease payment of \$6,000.00.

b. Annually, thereafter, on the 1st day of the same month, Lessee shall pay the City the annual rent payment as shown in Exhibit B, which is attached hereto and incorporated herein by this reference.

4. Maintenance Fee.

City shall maintain the Parking Spaces. However, the Lessee agrees to pay to the City the following annual maintenance fee for the Parking Spaces:

a. Commencing the 1st day of the month following the Commencement Date, Lessee shall pay the City the first year's maintenance fee of \$3,000.00.

b. Annually thereafter, on the 1st day of the same month, Lessee shall pay the City the annual maintenance fee as shown in Exhibit "B", which is attached hereto and incorporated herein by this reference.

5. Use of Parking Spaces.

The Lessee agrees that:

a. Except as set forth in 5.b. below, the Parking Spaces shall be used only for vehicular parking, and vehicular and pedestrian ingress and egress from the Site to said Parking Spaces by Lessee's customers, vendors, and employees;

b. The Parking Spaces shall be for the exclusive use for hotel parking from 6:00 p.m. to 8:00 a.m. daily and be available for City and hotel parking from 8:00 a.m. to 6:00 p.m. daily.

c. The use of the Parking Spaces shall be subject to such laws, ordinances, rules and regulations as may now or hereafter from time to time be adopted by the City.

6. City's Obligations.

During the term of this Lease, the City shall:

a. Maintain or cause to be maintained, the Parking Spaces in a clean and usable appearance.

b. Be responsible for payments for water and electricity used by the Parking Spaces.

7. Assignment or Subletting.

The Lessee shall not assign this Lease or any interest herein, and shall not sublease the Parking Spaces or any part thereof or any right or privilege appurtenant thereto, without the prior written consent of the City, which consent may be granted or withheld in the sole and absolute discretion of the City, but shall not be unreasonably withheld if the assignee is a successor in interest to the Lessee's fee interest in the Site, and expressly assumes the obligations of the Lessee hereunder in writing approved by the City. Any assignment or sublease without City's prior written consent shall be void and at City's election, shall constitute a material default of this Lease. Consent to any assignment, or sublease shall not operate as a waiver of the necessity for a consent to any subsequent assignment, or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Lessee.

If Lessee is a partnership or limited liability company, a withdrawal or change, voluntary, involuntary, or by operation of law of the partner or partners or member or members owning fifty-one percent (51%) or more of the partnership or limited liability company or the dissolution of the partnership or limited liability company, shall be deemed a voluntary assignment.

If Lessee consists of more than one person, any purported assignment, voluntary, involuntary or by operation of law, from a majority of persons to the other shall be deemed a voluntary assignment. If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or other transfer of controlling percentage of the capital stock of Lessee, or the sale of fifty-one percent (51%) of the value of the assets of Lessee, shall be deemed a voluntary assignment. The phrase "controlling percentage" means the ownership of, and the right to vote stock comprising at least fifty-one percent (51%) of the total combined voting power of all classes of Lessee's capital stock issued, outstanding and entitled to vote for the election of directors.

8. Default or Breach by Lessee and City Remedies.

a. The Lessee shall be in default under, and in breach of, this Lease upon the happening of any one or more of the following:

1. Failure of the Lessee to pay any rent, maintenance fee, or any other sum payable by Lessee hereunder, within fifteen (15) days after the same shall become due and payable; or

2. Failure of the Lessee to perform any other term, covenant, agreement or condition of this Lease within thirty (30) days of the date of the City's written demand for such performance provided to Lessee; or

3. The vacating or abandoning of the Site or the hotel by Lessee for five (5) days or longer during the term of this Lease; or

4. The making of an assignment or subletting by the Lessee in violation of Section 7 of this Agreement.

5. The making by Lessee of any general assignment for the benefit of creditors; (ii) the filing by or against Lessee of a petition to have Lessee adjudged bankrupt or petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within thirty (30) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Site or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Site or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days; and

b. City shall have the following remedies if Lessee commits a default. These remedies are not exclusive or cumulative and are in addition to any remedies now or hereafter allowed by law or equity or elsewhere provided.

1. Lessee's Right to Possession Not Terminated. City can continue this Lease in full force and effect, and the Lease will continue in effect as long as City does not terminate Lessee's right to possession, and City shall have the right to collect rents and all other amounts when due. During the period Lessee is in default, City can enter the Parking Spaces and relet them, or any part of them, to third parties for Lessee's account. Lessee shall be liable immediately to City for all costs City incurs in reletting the Parking Spaces, including, but not limited to, broker's commission, expenses of repair of the Parking Spaces required by the reletting and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. Lessee shall pay to City the rent due under this Lease on the dates the rent is due, less the rent City receives from any reletting. No act by City allowed by this paragraph shall terminate or cause a forfeiture of this Lease unless City notifies Lessee that City elects to terminate and forfeit this Lease.

2. Termination of Lessee's Right to Possession. City can terminate Lessee's right to possession of the Parking Spaces at any time. No act by City other than giving notice to Lessee shall terminate or cause a forfeiture of this Lease. Acts of maintenance, efforts to relet the Parking Spaces or the appointment of a receiver on City's initiative to protect City's interest under this Lease shall not constitute a termination of Lessee's right to possession. On termination, City has the right to recover from Lessee:

(a) The worth, at the time of the award of the unpaid rent earned at the time of termination of this Lease;

(b) The worth, at the time of the award, of the amount by which the unpaid rent would have been earned after the date of termination of this Lease until the time of award exceeds that amount of the loss of rent Lessee proves could have been reasonably avoided;

(c) The worth, at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds that amount of the loss of rent Lessee proves could have been reasonably avoided; and

(d) Any other amount, and court costs, necessary to compensate City for all detriment proximately caused by Lessee's default of this Lease or which in the ordinary course of things would be likely to result therefrom.

"The worth at the time of the award" as used in a, b and c of this paragraph is to be computed by allowing interest at the rate of ten percent (10%) per annum or the maximum amount allowed by law, whichever is greater. "The worth, at the time of the award," as referred to in c of this paragraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%).

9. Indemnity.

The Lessee shall indemnify, defend and hold the City, its officials, officers, employees and agents, free and harmless from any and all liability, claims, loss, costs, damages or expenses, including attorneys' fees and costs, arising by reason of the death or injury of any person, including Lessee or any person who is an officer, employee, agent, vendor, invitee or customer of Lessee, or by reason of damage to or destruction of property, including property owned by Lessee or any person who is an officer, employee, agent, vendor, invitee or customer of Lessee or arising from any cause whatsoever by reason of the use of the Parking Spaces pursuant to the provisions of this Lease, excluding the sole active gross negligence of City, or its employees. The indemnification shall survive the termination of this Lease.

10. Insurance.

The Lessee agrees to procure and maintain throughout the Term, at its sole cost and expense, for the mutual benefit of City and Lessee, the following insurance applicable to the Lessee's rights to ingress, egress and use of the Parking Spaces pursuant to this Lease, as follows:

a. Comprehensive broad form general liability insurance against any and all claims and liability for personal injury, death, or property damage arising out of the use, occupancy, disuse or condition of the Parking Spaces and the personal property thereon, providing combined single limit of at least ONE MILLION DOLLARS (\$1,000,000.00), for any one accident or occurrence, for bodily injury or death to one or more persons, and at least ONE MILLION DOLLARS (\$1,000,000,000) for property damage.

b. Worker's compensation insurance with statutory limits, and employer's liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident or occurrence.

c. All insurance required by this Lease shall be carried only by responsible insurance companies licensed to do business in the State of California. All such policies shall be nonassessable and shall contain language, to the extent obtainable, to the effect that: any loss

shall be payable notwithstanding any act or negligence of City that might otherwise result in a forfeiture of the insurance; the insurer waives the right of subrogation against City and against City's officials, officers, employees, agents and representatives; the policies are primary and noncontributing with any insurance that may be carried by City; and the policies cannot be canceled or materially changed except after thirty (30) days written notice by the insurer to City or City's designated representative.

d. Lessee shall furnish City with copies of all such policies promptly on receipt of them, or with certificates evidencing the insurance. Before commencement of the Lease, Lessee shall furnish City with binders representing all insurance requirements by this Lease. Lessee may provide by blanket insurance covering the Parking Spaces and any other location or locations, any insurance required or permitted under this Lease provided it is acceptable to all mortgagees. Lessee shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required by this Lease, together with evidence satisfactory to City of payment required for procurement and maintenance of the policy, within the following time limits: (1) For insurance required at the commencement of this Lease, within thirty (30) days after execution of this Lease; (2) for any renewal or replacement of a policy already in existence, at least thirty (30) days before expiration or other termination of the existing policy.

e. City and City's elected and appointed officials, agents, representatives and employees, shall be named as additional insureds under all liability insurance policies.

f. If the Lessee fails or refuses to procure or to maintain insurance as required by this Lease or fails to furnish City with required proof that the insurance has been procured and is in force and paid for, City shall have the right, but not the obligation, at City's election and on five (5) days notice to Lessee, to procure and maintain such insurance. The premiums paid by City shall be treated as added rent due from Lessee with interest at the rate of ten percent (10%) per year, to be paid on the first day of the month following the date on which the premiums were paid. City shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

11. Destruction of Parking Spaces.

In the event the Parking Spaces are destroyed or be so damaged thereby that they become unusable and cannot be rendered useable within ninety (90) days from the date of the damage, this Lease may be terminated by either the Lessee or the City by written notice to the other. In the event the Parking Spaces are damaged as not to allow termination of this Lease as set forth above, then a proportionate reduction in Rent shall be made to the Lessee corresponding to the time during which and to the portion of the Parking Spaces of which the Lessee shall be so deprived.

12. Nondiscrimination.

The Lessee covenants and agrees, for himself and his successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on

account of race, color, creed, religion, sex, marital status, ancestry or national origin in the use or enjoyment of the Parking Spaces, nor shall the Lessee, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the use or enjoyment of the Parking Spaces.

13. In Lieu Parking Fee. Lessee acknowledges and agrees that the purpose of this Lease is to provide Lessee with a means to satisfy its parking space obligations under the Development Agreement. Therefore, should this Lease terminate for any reason, or should all or any portion of the parking spaces be destroyed or become unusable for any reason, Lessee shall, within ten (10) days of such event, pay to City in cash, an in lieu parking fee for each parking space Lessee has lost as a result of such event. The amount of the in lieu parking fee payable by Lessee shall be the in lieu parking fee existing on the date of such event.

14. Notice.

a. Lessee. Any notice required or permitted to be given by City to Lessee under this Parking Lease shall be in writing and delivered personally to Lessee or mailed with postage fully prepaid, registered or certified mail, return receipt requested, addressed as follows:

Hanford Investors, Inc.
1400 S. Mooney Blvd.
Visalia, California 93277

or such other address as Lessee may designate in writing to City.

b. To City. Any notice required or permitted to be given by Lessee to City under this Parking Lease shall be in writing and delivered personally to City Clerk or mailed with postage fully prepaid, registered or certified mail, return receipt requested, addressed as follows:

City of Hanford
319 N. Douty Street
Hanford, CA 93230
Attn.: City Manager

or such other address as City may designate in writing to Lessee.

Notices provided pursuant to this Section shall be deemed received at the date of delivery as shown on the affidavit of personal service or the Postal Service receipt.

15. Subordination.

This Lease shall be subject and subordinate at all times to the lien of any mortgage or mortgages or trust deed or deeds or evidence of obligation which may now exist upon or which may be placed upon the Parking Spaces and the Lessee covenants that it will

execute and deliver to the City property subordination agreements to this effect at any time upon the request of the City and without payment being made therefor.

16. Waiver.

Failure by a party to insist upon the strict performance of any of the provisions of this Lease by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Lease thereafter.

17. Holding Over:

If Lessee holds over after the expiration or earlier termination of the Term of this Lease without the express written consent of City, Lessee shall become a tenant at sufferance only, at the rental rate in effect upon the date of such expiration and otherwise upon the terms, covenants and conditions herein specified, so far as applicable.

If Lessee, with City's express written consent, remains in possession of the Parking Spaces after expiration or earlier termination of the Term hereof, such possession shall be deemed a month-to-month tenancy, terminable on thirty (30) days' written notice given at any time by either party, and at the rental rate in effect upon the date of such expiration and otherwise upon the terms, covenants, and conditions herein specified, so far as applicable. Acceptance by City of rent after such expiration or earlier termination shall not be construed as a holdover hereunder or result in a renewal of this Lease.

18. Late Charge:

Lessee acknowledges that late payment by Lessee to City of rent will cause City to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, or late charges that may be imposed on City by the terms of any encumbrance and note secured by any encumbrance covering the Parking Spaces. Therefore, if any installment of rent due from Lessee is not received by City within fifteen (15) days from the date when said rent was due, Lessee shall pay to City an additional sum of Ten Percent (10%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that City will incur by reason of late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent City from exercising any of the other rights and remedies available to City.

19. Taxes and Assessments.

A. Personal Property and Possessory Interest Taxes:

If during the term of this Lease or any extension thereof, Lessee is required to pay any taxes related to the Parking Spaces, Lessee shall be liable for and shall pay ten (10) days before delinquency all taxes, assessments, license fees, and other charges (collectively "Taxes") that are levied and assessed against the Parking Spaces or Lessee's

possessory interest in the Parking Spaces, and that become payable during the Lease term. On demand by City, Lessee shall furnish City with satisfactory evidence of these payments.

B. Lessee Acknowledgment Of Possessory Interest Taxes

Lessee acknowledges, understands and agrees that: (1) this Lease may create a possessory interest in Lessee which may be subject to real property taxes; (2) the property interest of Lessee created by this Lease may be subject to property taxes; and (3) this Lease may be subject to property taxes. Lessee agrees to pay all such Taxes, as identified above, before the same become delinquent.

20. Environmental Matters.

A. Compliance with Environmental Law. Lessee shall at all times and in all respects during the Term of this Lease, comply with all federal, state and local laws, ordinances and regulations (collectively "Hazardous Materials Laws") relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal, or transportation of any hazardous, toxic, contaminated or polluting materials, substances or wastes, including without limitation, any "hazardous substances", "hazardous waste", "hazardous materials", "toxic substances" or "petroleum products" (collectively "Hazardous Materials").

B. Indemnification of City. Lessee shall indemnify, defend (by counsel reasonably acceptable to City), protect and hold City, its employees, agents, attorneys, successors, assigns, officials, and officers, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenditures (including attorneys' fees) or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence in, on, upon or about the Parking Spaces or a discharge in or from the Parking Spaces of any Hazardous Materials or Lessee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, upon, about or from the Parking Spaces or (b) Lessee's failure to comply with any Hazardous Materials Law. Lessee's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean up or detoxification or decontamination of the Parking Spaces, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the expiration or earlier termination of the term of this Lease or any extension thereof. For purposes of the release and indemnity provisions hereof, any acts or omissions of Lessee or its employees, agents, assignees, contractors, licensees, customers, or invitees of Lessee, or other acting for or on behalf of Lessee, whether or not they are negligent, intentional, willful or unlawful, shall be strictly attributable to Lessee. This indemnification shall survive the termination of this Lease.

21. Signs.

Lessee shall not have the right to place, construct or maintain on the Parking Spaces, any signs, advertisements, names insignia, trademarks, descriptive material, or any other similar item with the City's prior written consent. All such signs must conform to the requirements of the Hanford Municipal Code. City, at Lessee's cost, can remove any item placed, construed or maintained that does not comply with the provisions of this paragraph. Lessee

agrees to keep its signs on the Parking Spaces in a good state of repair and to save the City harmless from any loss or damage resulting from the erection, maintenance, existence, or removal of any of Lessee's signs.

22. Sale Or Transfer Of Parking Spaces

If City sells or transfers all or any portion of the Parking Spaces, City, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Lease. If any security deposit or prepaid rent has been paid by Lessee, City can transfer the security deposit or prepaid rent to City's successor and on such transfer City shall be discharged from any further liability in reference to the security deposit or prepaid rent.

23. Attorney's Fees

Should either party hereto institute any legal action to enforce any provision of this Lease, the prevailing party in such action shall be entitled to recover from the losing party such amount as the court may adjudge to be reasonable attorney's fees. Should City be named as a defendant in any suit brought against Lessee in connection with or arising out of Lessee's occupancy hereunder, Lessee shall pay to City its costs and expenses incurred in such suit, including reasonable attorney's fees. With respect to any suit, action or proceeding arising out of or related to this Lease, City and Lessee submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Kings, State of California, for any proceeding arising thereunder.

24. Time Of Essence

Time is of the essence in the performance of each provision of this Lease.

25. Successors

Subject to the provisions of paragraph 7 of this Lease, this Lease shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

26. Invalidity

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

27. Prior Agreements, Amendments

This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to, except by an agreement in writing signed by the parties hereto or their respective successors in interest.

28. Controlling Law

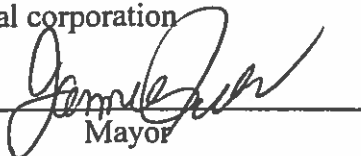
The validity, interpretation, and performance of this Lease shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the City and Lessee have executed this Lease on the date first above written.

CITY OF HANFORD, a
municipal corporation

LESSEE

By: _____


Mayor

HANFORD INVESTORS, INC.,
a California corporation

BY: _____



Thebaji Odedra, President

BY: _____

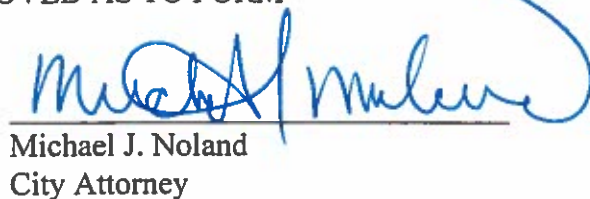


Hansa Odedra, Secretary

ATTEST:

APPROVED AS TO FORM

By: _____


Michael J. Noland
City Attorney

gb(lld)\4\4714.217\parking.lsc

S I T E P L A N

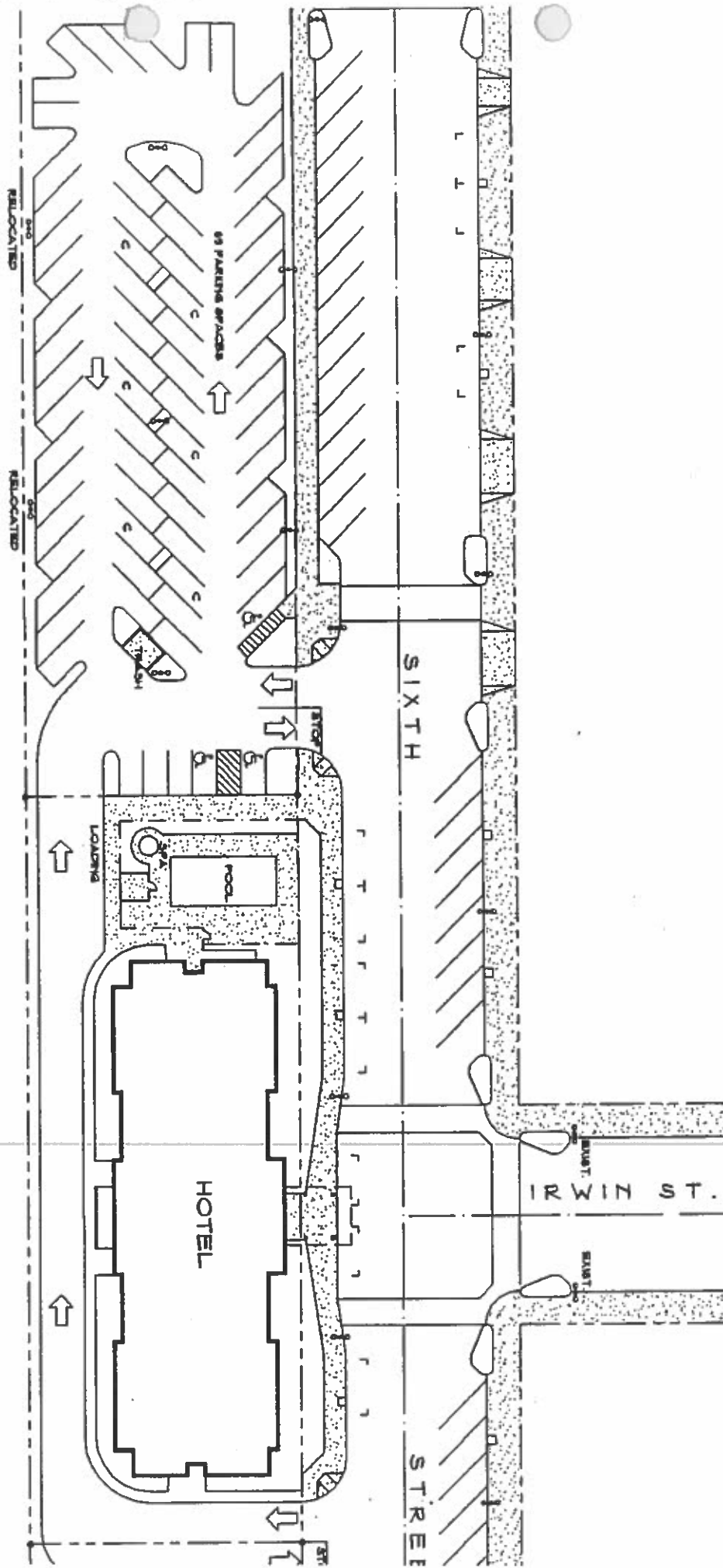


EXHIBIT "A"

6TH STREET PARKING LOT
HOTEL PARKING LEASE PAYMENT SCHEDULE
3% applied annually after 3 years

Year	
1	\$6,000.00
2	\$6,000.00
3	\$6,000.00
4	\$6,180.00
5	\$6,365.40
6	\$6,556.36
7	\$6,753.05
8	\$6,955.64
9	\$7,164.31
10	\$7,379.24
11	\$7,600.62
12	\$7,828.64
13	\$8,063.50
14	\$8,305.40
15	\$8,554.57
16	\$8,811.20
17	\$9,075.54
18	\$9,347.80
19	\$9,628.24
20	\$9,917.09
21	\$10,214.60
22	\$10,521.04
23	\$10,836.67
24	\$11,161.77
25	\$11,496.62
26	\$11,841.52
27	\$12,196.76
28	\$12,562.67
29	\$12,939.55
30	\$13,327.73
31	\$13,727.57
32	\$14,139.39
33	\$14,563.57
34	\$15,000.48
35	\$15,450.50
36	\$15,914.01
37	\$16,391.43
38	\$16,883.17
39	\$17,389.67
40	\$17,911.36
41	\$18,448.70
42	\$19,002.16
43	\$19,572.23
44	\$20,159.39
45	\$20,764.18
46	\$21,387.10
47	\$22,028.71
48	\$22,689.58
49	\$23,370.26
50	\$24,071.37

6TH STREET PARKING LOT
MAINTENANCE FEE PAYMENT SCHEDULE
3% applied annually after 3 years

Year	
2000	1 \$3,000.00 Pd
2001	2 \$3,000.00 Pd
2002	3 \$3,000.00 Pd
2003	4 \$3,090.00 Pd 3000.00
2004	5 \$3,182.70
2005	6 \$3,278.18
	7 \$3,376.53
	8 \$3,477.82
	9 \$3,582.18
	10 \$3,689.62
	11 \$3,800.31
	12 \$3,914.32
	13 \$4,031.75
	14 \$4,152.70
	15 \$4,277.28
	16 \$4,405.60
	17 \$4,537.77
	18 \$4,673.90
	19 \$4,814.12
	20 \$4,958.54
	21 \$5,107.30
	22 \$5,260.52
	23 \$5,418.33
	24 \$5,580.88
	25 \$5,748.31
	26 \$5,920.76
	27 \$6,098.38
	28 \$6,281.33
	29 \$6,469.77
	30 \$6,663.87
	31 \$6,863.78
	32 \$7,069.70
	33 \$7,281.79
	34 \$7,500.24
	35 \$7,725.25
	36 \$7,957.01
	37 \$8,195.72
	38 \$8,441.59
	39 \$8,694.83
	40 \$8,955.68
	41 \$9,224.35
	42 \$9,501.08
	43 \$9,786.11
	44 \$10,079.70
	45 \$10,382.09
	46 \$10,693.55
	47 \$11,014.36
	48 \$11,344.79
	49 \$11,685.13
	50 \$12,035.69

Attachment: City of Hanford Parking Lease Agreement (City Att: Sale of Parking Lot at Southeast Corner of Redington and Sixth Streets to)

City of
Original

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

* * * * *

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“**Agreement**”) is effective the ____ (____) day of October, 2022 (“**Effective Date**”), by and between THE CITY OF HANFORD, a municipal corporation (“**Seller**”), and A2Z Investments, LLC, a California limited liability company (“**Buyer**”). Seller and Buyer are sometimes collectively referred to herein as the “**Parties**” and singularly as a “**Party**.” This Agreement is made with reference to the following facts:

RECITALS

A. Seller owns that real property more particularly described in the attached Exhibit “A” which is incorporated herein by reference (“**Real Property**”).

B. Buyer desires to purchase and Seller is willing to sell the Real Property to Buyer.

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

1. **Purchase and Sale.** Subject to all of the terms, conditions, and provisions of this Agreement and for the consideration set forth herein, Seller agrees to sell to Buyer and Buyer agrees to buy at Closing, as defined in this Agreement, the Real Property. The sale and purchase of the Real Property shall be consummated by means of an escrow (“**Escrow**”) opened at the offices of STEWART TITLE COMPANY (“**Escrow Holder**”) located at 329 West 8th Street, Ste. 105, Hanford, California. This Agreement shall constitute the instructions for the Escrow upon acceptance by Escrow Holder. The Parties shall also execute such additional escrow instructions as may be required by the Escrow Holder, but the same shall be consistent with this Agreement and not modify the terms hereof unless specifically approved by the Parties, such approval to be given or withheld in their sole discretion.

2. **Purchase Price.** The purchase price for the Real Property shall be Three Hundred Five Thousand Dollars (\$305,000.00) (“**Purchase Price**”). The Purchase Price shall be paid in full on the Closing Date, as defined below in Section 22 of this Agreement.

3. **Payment of Purchase Price.** The Purchase Price shall be paid as follows:

(a) Upon execution of this Agreement hereof by both Parties, Buyer shall deposit Five Thousand Dollars (\$5,000.00) (“**Deposit**”) with Escrow Holder.

(b) At least one (1) business day before Closing, Buyer shall deposit the balance of the Purchase Price with Escrow Holder, in cash, by wire transfer or other immediately available funds.

4. **Liquidated Damages.**

LIQUIDATED DAMAGES UPON BUYER'S DEFAULT. IF THE ESCROW FAILS TO CLOSE BY THE SCHEDULED CLOSING DATE SET FORTH IN **SECTION 22** OF THIS AGREEMENT AS A RESULT OF BUYER'S DEFAULT IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, THE DEPOSIT AND INTEREST ACCRUED THEREON SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY OR OTHERWISE. RETENTION OF SUCH FUNDS BY SELLER AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT INSTEAD, IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE. BECAUSE OF THE SPECIAL NATURE OF THE NEGOTIATIONS THAT PRECEDED ACCEPTANCE BY SELLER OF BUYER'S OFFER TO ACQUIRE THE REAL PROPERTY, THE PARTIES ACKNOWLEDGE THAT THE ACTUAL DAMAGE THAT WOULD RESULT TO SELLER AS A RESULT OF SUCH FAILURE WOULD BE EXTREMELY DIFFICULT TO ESTABLISH. IN ADDITION, BUYER DESIRES TO LIMIT ITS POTENTIAL LIABILITY TO SELLER IN THE EVENT THAT THIS TRANSACTION SHALL FAIL TO CLOSE. BY SEPARATELY INITIALING BELOW, THE PARTIES HEREBY ACKNOWLEDGE THEIR AGREEMENT CONCERNING LIQUIDATED DAMAGES:

Buyer Initials

Seller Initials

5. **Possession.** Seller shall deliver possession of the Real Property to Buyer at Closing.

6. **Condition of Title to Real Property.** Seller shall convey fee title to the Real Property to Buyer, subject only to those encumbrances, contracts, agreements, rights, easements, rights of way, and mineral leases, rights and reservations as set forth in a preliminary report of title to the Real Property to be prepared by Escrow Holder ("**Title Report**") promptly after the opening of Escrow. Upon receipt of the Title Report, and each document shown as an exception or encumbrance in the Title Report, Buyer shall have seven (7) calendar days within which to notify Seller and Escrow Holder in writing of any exceptions to title shown therein that Buyer disapproves ("**Objectable Exceptions**"), plus any endorsements to title Buyer requires for the subject title policy. If Buyer notifies Seller and Escrow Holder of one or more Objectable Exceptions, Seller shall have seven (7) calendar days from receipt of such written notice to (i) remove the Objectable Exception(s), or (ii) refuse to remove the Objectable Exception(s), in which case Buyer may elect to waive its objection(s) and consummate this transaction, or terminate this Agreement and receive a refund of the Deposit and accrued interest, whereupon neither Party shall have any further obligation to sell or purchase the Real Property. Buyer's failure to provide Seller and Escrow Holder with written notice of Objectable Exceptions within said seven (7) calendar day period shall constitute Buyer's approval of the Title Report and all exceptions shown therein (collectively "**Permitted Exceptions**"). After Buyer's approval of the

Title Report, Seller shall not allow, cause, or permit any additional exceptions to the condition of title to occur without Buyer's approval, other than ongoing real property taxes and assessments already of record.

7. **Title Insurance.** At Closing, and as a condition to Buyer's obligation to purchase and Seller's obligation to sell the Real Property, Escrow Holder shall commit to issue its standard ALTA Owner's Policy of Title Insurance (provided, however, Buyer may elect to obtain extended coverage if Buyer so notifies Escrow Holder prior to Closing and such election does not delay the close of Escrow) showing title to the Real Property vested in Buyer, subject only to the Permitted Exceptions as determined in accordance with Section 6 of this Agreement (the "**Title Policy**"). The premium for the Title Policy shall be paid as set forth in Section 21 of this Agreement, provided that if Buyer elects to obtain an extended coverage, Buyer shall pay any increase in premium associated with such extended coverage.

8. **Feasibility Period.**

(a) Except as otherwise provided, commencing on the Effective Date and terminating at 5:00 p.m. on the thirtieth (30th) calendar day following the Effective Date ("**Feasibility Period**"), Buyer shall undertake, at Buyer's expense, including (but not limited to): (i) an inspection of the Real Property; (ii) a review of the physical condition of the Real Property, including (but not limited to), inspection and examination of soils, environmental factors, Hazardous Substances, if any, and archeological information relating to the Real Property; and (iii) a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances and law affecting the Real Property.

(b) If Buyer, in its sole and absolute discretion, and for any reason, approves all, or disapproves the results of any aspect of Buyer's inspection and review, Buyer shall give, prior to 5:00 p.m. on the last day of the Feasibility Period, either (i) its notice of approval, or (ii) its notice of disapproval and termination of this Agreement. If the transaction is disapproved or deemed disapproved, all Parties hereto shall be relieved of all further obligations or liabilities hereunder except as is otherwise specifically provided in this subsection 8(b) and in subsection 8(c) immediately following. If Buyer fails to notify Seller properly and timely of Buyer's approval of this transaction as provided in this subsection 8(b), Buyer shall be deemed to be satisfied with the results of the inspection. If Escrow terminates pursuant to this subsection 8(b), the Deposit will be released by Escrow Holder to Buyer, and Buyer will provide to Seller at no charge, upon cancellation of Escrow, all reports and material regarding the Real Property that Buyer generates or are generated on Buyer's behalf.

(c) Buyer shall, prior to Closing, indemnify, defend and hold Seller and Seller's officials, officers, employees, representatives and agents and the Real Property harmless from and against any and all loss, cost, damage, expense, claim or liability, including personal injury, loss of life and/or property damage incurred by: (i) Buyer or Buyer's officials, officers, employees, representatives and agents while on or about the Real Property, which is/are caused by the Real Property's condition; or (ii) by any person or entity as a result of the acts or omissions of Buyer or its representatives, employees, contractors, or agents in performing any inspection and/or testing activity on or about the Real Property (provided however, the indemnity of this subsection (c) shall

not apply to any pre-existing environmental condition unless the willful, intentional, or negligent act of Buyer makes the pre-existing condition worse). Buyer shall promptly pay all costs, fees and expenses incurred as a result of or associated with such inspection work done or caused to be done on the Real Property as permitted by this Section 8. Buyer shall keep the Real Property free from any and all mechanics or similar liens or charges resulting from such inspection work.

9. Condition of Property. Except for representations made in writing by the Seller prior to the Closing Date, the conditions of Section 6 “Condition of Title to Real Property”, the obligations created by Section 10 “Existing Surveys and Reports”, and the obligations created by Section 11 “Covenants, Warranties and Representations of Seller”:

(a) Buyer expressly acknowledges that Buyer is buying the Real Property in an “AS IS AND WHERE AS” condition, and that it has not relied on any warranties, promises, understandings or representations, express or implied, of Seller or any employee, agent or representative of Seller, or any document relating to the Real Property, except as are specifically set forth in this Agreement. Buyer acknowledges that any and all environmental assessments, engineering studies and other information of any type that Buyer has received or may receive from Seller or its agents are furnished on the express condition that Buyer shall make an independent verification of the accuracy of any and all such information, all such information being furnished without any warranty whatsoever.

(b) Buyer acknowledges and agrees that neither Seller nor any employee, agent or representative of Seller has made any representation or warranty to Buyer concerning the Real Property, including, without limitation, the suitability of the Real Property for Buyer’s intended use or its compliance with any statutes, ordinances, rules or regulations. Buyer shall perform and rely solely upon its own independent investigation concerning the Real Property and the Real Property’s compliance with any applicable law. Buyer acknowledges that it is acquiring the Real Property subject to all existing laws, ordinances, rules and regulations, and that neither Seller nor any of Seller’s representatives, agents or employees have made any warranties, representations or statements regarding any laws, ordinances, rules and regulations of any governmental or quasi-governmental body, entity, district or agency having authority with respect to the use, condition or occupancy of the Real Property.

(c) Buyer shall perform and rely solely upon its own investigation concerning Buyer’s intended use of the Real Property, the Real Property’s fitness therefore, and the permissibility of such intended use under applicable statutes, ordinances, rules and regulations.

(d) Except as expressly set forth in this Agreement, Buyer will indemnify, defend, and will hold Seller harmless and hereby waives, releases, remises, acquits and forever discharges Seller and the Seller Parties of and from any and all suits, causes of action, legal, equitable or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorneys’ fees and expenses of whatever kind and nature, in law or in equity, known or unknown, arising on the date of Closing or thereafter, and arising out of or in any way connected with, directly or indirectly, or based upon or arising out of the physical or environmental condition, status, quality, nature, or state of the Real Property; provided however, such duty to indemnify, defend, and hold Seller harmless shall not apply with respect to Seller’s

gross negligence or intentional misconduct. It is the intention of this Agreement that, except for Seller's gross negligence and intentional misconduct and except as otherwise expressly set forth herein, any and all responsibilities and obligations of Seller to Buyer, and any and all rights or claims of Buyer, its successors and assigns and affiliated entities, with respect to, or as against Seller arising by virtue of, the physical or environmental condition of the Real Property are by this release provision declared to be, from and after Closing, null and void and of no present or future effect as to such parties. With respect to the matters released by Buyer pursuant to this Section 9, Buyer waives the benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Buyer Initials

10. Existing Surveys and Reports. Within ten (10) calendar days after Seller's execution of this Agreement, Seller shall furnish Buyer with copies of all existing surveys, soil reports, engineering studies, environmental audits or reports, site plans, and other information in Seller's possession pertaining to the Real Property.

11. Covenants, Warranties and Representations of Seller. Seller hereby makes the following covenants, representations, and warranties:

(a) Except as otherwise disclosed herein, Seller's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Seller.

(b) Seller is not a "foreign person" as defined in Section 1445(f) of the Internal Revenue Code of 1986, as amended. At Closing, Seller shall provide Buyer Affidavits of Non-Foreign Status made under penalty of perjury, if required by Escrow Holder.

(c) Except as otherwise disclosed herein, there are no liens on title or actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or to the best of Seller's actual knowledge, threatened against Seller, or the Real Property, and relating to or arising out of the ownership, management, or operation of the Real Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

(d) The Real Property is not subject to any third-party leases or other use rights, with the exception of those rights, if any, which may be reflected herein or in the Title Report and that Off-Site City of Hanford Parking Space Lease, dated October 1, 2000, made by and between Seller and Hanford Investors, Inc.

(e) Seller shall notify Buyer immediately if Seller becomes aware of any new

information or material change concerning the Real Property that affects the representations and warranties of Seller under this Agreement.

12. Covenants, Warranties and Representations of Buyer. Buyer hereby makes the following covenants, representations, and warranties:

(a) Buyer has the authority to enter into this Agreement, purchase the Real Property, and to otherwise perform as set forth herein. The person executing this Agreement on behalf of Buyer has the full legal authority and is duly authorized to sign this Agreement on behalf of Buyer and to bind Buyer to all of the terms and conditions of this Agreement.

(b) Buyer's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Buyer.

(c) There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of Buyer's actual knowledge, threatened against Buyer, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality seeking to challenge Buyer's ability to purchase the Real Property.

(d) Buyer acknowledges that: (i) the Real Property is subject to the terms and conditions of that Development Agreement ("**Development Agreement**") executed by Seller and Hanford Investors, Inc., dated October 1, 1998, which is recorded as Document No. 9821502, Official Records of the County of Kings; and (ii) the terms and conditions of the Development Agreement run with the land and Buyer and Buyer's successors-in-interest shall be subject to such terms and conditions, which are incorporated herein by reference. The Deed under which Seller conveys the Real Property to Buyer shall refer to the Development Agreement and will state that use of the Real Property will be limited to off-street parking for the Hotel Property (defined below).

13. Survival of Warranties. The satisfaction, truth, accuracy and completeness of each of the representations, warranties and covenants of Buyer and Seller contained in this Agreement, as of the date hereof and as of Closing, shall constitute a condition precedent to the obligations of Seller and Buyer, respectively, hereunder. All representations, warranties, covenants, obligations, responsibilities and agreements set forth herein shall survive Closing, and Seller and Buyer each agree to indemnify, defend and hold the other harmless from any claim, demand, liability, loss or cost (including without limitation, reasonable attorneys' fees and costs) which the other may sustain arising out of any breach of and provision of this Section 13.

14. Brokerage Commissions. Buyer and Seller each represents and warrants to the other that it has not engaged the services of any real estate broker, salesperson, agent or finder, nor done any other act nor made any statement, promise or undertaking which would result in the imposition of liability for the payment of any real estate brokerage commission, finder's fee or otherwise in connection with the transaction described in this Agreement. In the event that any person or entity perfects a claim for a brokerage commission, finder's fee or otherwise, based upon any agreement, statement or act, the Party through whom such person or entity makes such claim

shall be responsible therefor and shall defend, indemnify and hold the other Party and the Real Property harmless from and against such claim and all loss, costs and expense associated therewith, including attorneys' fees.

15. Conditions Precedent to Seller's Obligations to Perform. Seller's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every of the following conditions precedent:

(a) Buyer shall have timely performed each of the acts to be performed by it hereunder.

(b) Each of Buyer's representations and warranties set forth herein shall be true at Closing as if affirmatively made at that time.

(c) Buyer shall not have timely exercised any right set forth in this Agreement to cancel the Escrow or terminate this Agreement.

(d) Per California Government Code Section 65402(a), Seller may not sell any real property unless the City of Hanford Planning Commission ("**Planning Commission**") determines that the proposed sale is consistent with the City of Hanford General Plan ("**General Plan**"). Accordingly, Closing is conditioned on the Planning Commission making the required determination. Should the Planning Commission determine that the sale of the Real Property is inconsistent with the General Plan, this Agreement will automatically terminate, and the Parties will, except as otherwise provided herein, be relieved from all duties and obligations hereunder.

(e) Seller's obligation to sell the Real Property to Buyer is strictly conditioned on Buyer's concurrent purchase of the property ("**Hotel Property**") more particularly described in the attached Exhibit "B," which is incorporated herein by reference. Closing shall occur concurrently with Buyer's close of escrow for the Hotel Property. The Parties acknowledge that the Real Property serves as required off-street parking for the Hotel Property, and, therefore, the Grant Deed executed by Seller that conveys title to the Real Property to Buyer shall contain a restriction that limits the use of the Real Property to required off-street parking for the business operated on the Hotel Property.

(f) Should, prior to October 31, 2024, Buyer cease to lease the Hotel Property pursuant to that Lease Agreement for Comfort Inn – Hanford, CA between Hanford Investors, Inc. and A2Z Investments, LLC, without having purchased the Hotel Property, this Agreement shall automatically terminate.

(g) In accordance with Government Code Section 54233, a Covenant will be recorded against the Real Property at Closing stating that, if ten (10) or more residential units are developed on the Real Property, not less than fifteen percent (15%) of the total number of residential units developed shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, or affordable rent, as defined in Section 50053 of the Health and Safety Code, to lower income households, as defined in Section 50079.5 of the Health and Safety Code and that Rental units shall remain affordable to, and occupied by, lower income

households for a period of at least fifty-five (55) years for rental housing and forty-five (45) years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of Government Code Section 65915.

(h) In accordance with the Surplus Land Act (California Government §§ 54220-24234), the California Department of Housing and Community Development must issue written confirmation that: (i) the City satisfied the requirements of the Surplus Land Act with respect to sale of the Property; and (ii) the City is permitted to sell the Property.

16. Conditions Precedent to Buyer's Obligations to Perform. Buyer's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

(a) Seller shall have timely performed each of the acts to be performed by it hereunder.

(b) Each of Seller's representations and warranties set forth herein shall be true at Closing as if affirmatively made at that time.

(c) Seller shall not have timely exercised any right set forth in this Agreement to cancel the Escrow or terminate this Agreement.

(d) Escrow Holder is committed to issue the Title Policy as set forth above in Section 7.

(e) Seller has satisfied all legal requirements for the sale of the Real Property in order to grant clear title to Buyer, subject to those conditions and Permitted Exceptions approved by Buyer.

(f) Buyer's obligation to purchase the Real Property shall be conditioned on Buyer's concurrent purchase of the Hotel Property.

17. Establishment of Escrow. Upon execution of this Agreement by the Parties, a true and correct copy of this Agreement shall be deposited with Escrow Holder. The general provisions of Escrow Holder's escrow instructions shall not impose any additional obligations or liabilities on the Parties. If any of the general provisions conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

18. Deposits into Escrow. The Parties shall make the following deposits into Escrow at or prior to Closing:

(a) Seller shall deposit an executed and acknowledged original Grant Deed conveying good and marketable title to the Real Property, subject to all Permitted Exceptions.

(b) Buyer shall deposit all funds when and as required hereby (including

without limitation the Purchase Price, all amounts necessary to pay Buyer's share of the closing costs), and such other amounts as Buyer has agreed to pay under this Agreement, or as required by Escrow Holder, and a preliminary change of ownership report for Kings County.

(c) Both Parties shall execute and deliver such additional documents as Escrow Holder reasonably may deem necessary in order to effectuate the transaction set forth in this Agreement and to close the Escrow.

19. Prorations. Escrow Holder shall prorate the following items, as of Closing, using a 365 day year: all real and personal property taxes and all other charges or assessments relating to the Real Property using the latest tax bills. Buyer shall pay any supplemental taxes assessed pursuant to Chapter 3.5 (Section 75) of the California Revenue and Taxation Code resulting from the sale of the Real Property to Buyer. Escrow Holder is not responsible for utility or insurance costs and premiums, all of which shall be prorated outside the Escrow by the Parties.

20. Title Insurance. At Closing, Escrow Holder shall issue, effective as of that date, the Title Policy described in Section 7 of this Agreement.

21. Costs and Expenses. Closing costs shall be borne by the Parties as follows:

(a) The Title Policy premium shall be paid by Seller, except that any increase in the Title Policy premium associated with extended coverage desired by Buyer shall be paid by Buyer. Title Policy endorsements desired by Buyer shall be paid by Buyer.

(b) Documentary transfer taxes and costs of preparing and recording the Grant Deed shall be paid by Buyer; and

(c) All Escrow fees shall be shared equally between Buyer and Seller.

All other costs of closing the Escrow, including, without limitation, filing fees, other recording fees and otherwise, shall be shared by the Parties equally. Each Party shall bear its own legal fees and costs associated with the preparation of this Agreement. Buyer shall deposit additional funds into Escrow in an amount equal to its share of the closing costs as determined by Escrow Holder. Escrow Holder is hereby authorized to withhold Seller's share of the closing costs from funds otherwise distributable to Seller.

22. Closing Date. Unless otherwise extended by the Parties in writing or as specified herein, the closing of Escrow for the Real Property shall occur on or before **October 31, 2024**, subject to the prior satisfaction (or waiver) of the conditions precedent to Closing identified in Sections 15 and 16 of this Agreement ("**Closing**"). The date on which Closing occurs is referred to herein as the "**Closing Date.**" If the Escrow is not in a condition to close by the Closing Date, Escrow Holder, except as otherwise provided herein, shall cancel the Escrow upon receipt of written notice from either Party of such cancellation; provided, however, that if Escrow is not in a condition to close by the Closing Date due to the failure of only one Party to perform, and such failure to perform constitutes a default under this Agreement, and the other Party has fully performed all of the obligations required of it in order to close the Escrow, only the performing

Party shall be entitled to provide Escrow Holder with written notice of cancellation. In the absence of any written notice of cancellation, Escrow Holder shall proceed to close the Escrow as soon as possible.

23. Procedure for Closing. Escrow Holder shall close the Escrow by doing the following:

- (a) Pay from funds deposited by Buyer all claims, demands and liens necessary to place title to the Real Property in the condition set forth in Section 6 of this Agreement;
- (b) Pay Seller's share of the closing costs from funds otherwise distributable to Seller;
- (c) Pay from funds deposited by Buyer (other than the Purchase Price), Buyer's share of closing costs;
- (d) Prorate real and personal property taxes and all other charges or assessments as set forth in Section 19 of this Agreement;
- (e) Record Seller's Grant Deed in the Official Records of Kings County and direct the County Recorder to affix the transfer tax after recording, return the recorded Grant Deed to Buyer with a conformed copy to Seller, and file Buyer's preliminary change of ownership report in Kings County, as appropriate; and
- (f) Unless otherwise instructed by Seller, unilaterally deliver the remaining funds held in Escrow, less payments authorized hereunder, to Seller by Escrow Holder's check.

24. Failure to Close. If Escrow shall fail to close as a result of Buyer's breach of any of its obligations hereunder, then, in accordance with the provisions of Section 4 hereinabove, upon demand of Seller, Escrow Holder shall terminate the Escrow, immediately deliver the Deposit and all documents that Seller previously deposited into Escrow (collectively "**Seller's Documents**") to Seller, deliver Buyer's preliminary change of ownership report to Buyer, and charge Buyer for any cancellation charges. If the Escrow shall fail to close as a result of Seller's breach of any of its obligations hereunder, or upon Buyer's election to terminate in accordance with the provisions of this Agreement, then upon demand of Buyer, Escrow Holder shall terminate the Escrow, immediately cause the Deposit to be delivered to Buyer, deliver Seller's Documents to Seller, deliver Buyer's preliminary change of ownership report to Buyer, and charge Seller for any cancellation charges. If the Escrow fails to close through no fault of either Buyer or Seller, upon the demand of either Party, Escrow Holder shall return Buyer's preliminary change of ownership report to Buyer, return Seller's Documents to Seller, return the entire Deposit and accrued interest to Buyer, and cancel the Escrow, with all cancellation charges to be borne equally by Buyer and Seller.

25. Attorneys' Fees. Subject to Section 4 of this Agreement, in the event of any action between Buyer and Seller seeking enforcement of any of the terms and conditions of this Agreement, or in connection with the Real Property, the prevailing Party in such action shall be

awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including, but not limited to, taxable costs and reasonable attorneys' fees. Seller and Buyer agree that any such action shall be venued in Kings County, California or in the Federal District Court in Fresno, California.

26. Indemnification of Escrow Holder. Escrow Holder shall be indemnified and held harmless by Buyer and Seller against any and all costs, damages, attorneys' fees, expenses and liabilities which it incurs or sustains in connection with the Escrow, except for such items as may be caused by Escrow Holder's misconduct or negligence.

27. Notice. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or five (5) business days after being mailed by certified mail, with return receipt requested, properly addressed to the Party to receive such notice at the last address furnished for such purpose by the Party to whom notice is directed and addressed as follows:

To Buyer: Sandeep Patel and Vimma Patel
A2Z INVESTMENTS, LLC
1035 Lorinda Lane
Lafayette, CA 94549

To Seller: Mario Cifuentez, City Manager
CITY OF HANFORD
319 N. Douty Street
Hanford, CA 93230

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

29. Successors and Assigns.

(a) Buyer may not assign its rights hereunder to a third party without Seller's consent, which may be withheld in Seller's sole discretion.

(c) Should Seller consent to an assignment of Buyer's rights hereunder, the covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

30. Further Action. The Parties agree to perform all further acts, and to execute,

acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement.

31. Waiver. A waiver of any breach of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

32. Choice of Laws. This Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such law.

33. Headings. Headings at the beginning of each numbered Section of this Agreement are solely for the convenience of the Parties and are not a part of this Agreement.

34. Survival. All of the provisions of this Agreement shall survive Closing and shall remain binding upon the Parties.

35. Time. Time is of the essence, it being understood that each date set forth herein, particularly Closing, and the obligations of the Parties to be satisfied by such dates have been the subject of specific negotiations by the Parties.

36. Counterparts. This Agreement may be signed by the Parties in different counterparts and the signature pages combined to create a document binding on all Parties. This Agreement may be executed in two (2) separate counterparts, each of which, when so executed, shall be deemed to be an original and to constitute the one and same contract. This Agreement may also be signed and signatures transmitted by facsimile, and any such facsimile copy shall be equivalent to a binding signed original for all purposes. This Agreement additionally may be executed and delivered by way of PDF email, provided the Parties have provided each other with email addresses to accomplish such delivery and the Party sending this Agreement via email either receives an electronic delivery receipt from the Party to whom this Agreement was sent or the recipient acknowledges receipt via email.

37. Nondiscrimination and Non-segregation Provisions. The Buyer herein covenants by and for itself and its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease or sublease, transfer, use, occupancy, tenure, or enjoyment of the Real Property herein conveyed, nor shall Buyer or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number or use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Real Property herein conveyed. The foregoing covenants shall run with the land and shall be included in the deed transferring title of the Real Property to Buyer.

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IN WITNESS WHEREOF, the Parties have executed this Agreement in the City of Hanford, County of Kings, California.

“SELLER”

CITY OF HANFORD, a municipal corporation

Dated: October ____, 2022

By: _____
MARIO A. CIFUENTEZ, II
City Manager

“BUYER”

A2Z INVESTMENTS, LLC

Dated: October ____, 2022

By: _____
SANDEEP PATEL
Manager

Dated: October ____, 2022

By: _____
VIMAA PATEL
Manager

EXHIBIT “A”
(Real Property Legal Description)

Attachment: 2022.09.27 Purchase Sale Agreement for Comfort Inn Parking Lot - Agenda Packet (City Att: Sale of Parking Lot at Southeast

EXHIBIT “B”**(Hotel Property Legal Description)**

The following described real property in the County of Kings, State of California:

Beginning at the intersection of the Southerly right-of-way of 6th Street and the Westerly right-of-way of Douty Street, as shown on that map recorded at page 11 in The Map Book and on a Record of Survey Recorded in Volume 17, Page 10 of Licensed Surveyor Plats, Kings County Records and being in Section 36, Township 18 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California;

Thence South 79° 12' 57'' West along the Southerly right-of-way line of said 6th Street, a distance of 319.00 feet to the true point of beginning;

Then continuing South 79° 12' 57'' West a distance of 121.07 feet to the intersection of the Southerly prolongation of the centerline of Irwin Street and said Southerly right-of-way of 6th Street, thence continuing South 79° 13' 32'' West, along said Southerly right-of-way line of 6th Street, 141.93 feet;

Thence South 10° 45' 52'' East a distance of 99.75 feet to a point 20.10 feet Northerly of the centerline of the rails of the Southern Pacific Railway;

Thence North 79° 14' 08'' East, along a line parallel with and 20.10 feet Northerly of last said centerline of rails, a distance of 263.01 feet;

Thence North 10° 46' 14'' West 99.82 feet to the true point of beginning, containing 26,242 square feet more or less.

Reserving therefrom an interest in the basement for sanitary sewer, storm drain, and related appurtenances and structures and for franchises and other rights as revised in an order of the City Council abandoning a section of Irwin Street and Detailed in a document recorded in Book 939 at Page 131 of official records.

Also reserving a 10 foot water line easement, the center line of which is describes as follows:

Beginning at a point on the Southerly right-of-way of 6th Street from which point the Northwestern corner of the above described property lies North 79° 13' 32' East a distance of 33.00 feet;

Thence South 10° 45' 52'' East a distance of 90.75 feet;

Thence North 79° 14' 08'' East long a line parallel with the Southerly line of the above described property a distance of 134.93 feet to the Westerly line of the heretofore described abandoned Irwin Street.

APN: 012-086-005 & 012-091-004



AGENDA STAFF REPORT

MEETING DATE: 10/4/2022	AGENDA SECTION: F
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SUBJECT:

Parks and Community Services: Approval of a contract with Fresno Fence Connection in the amount of \$98,410 for the Skate Park Fencing Project.

RECOMMENDATION:

That the City Council, by motion, Award contract to Fresno Fence Connection of Fresno, CA for the Plunge Skate Park Fencing Project in the amount of \$ 98,410.00.

BACKGROUND:

On June 21, 2022, Council appropriated \$125,000 of the American Rescue Plan Act (ARPA) funds toward the Skate Park/Plunge Fencing Project. This project will raise the fence around the skate park to 8 feet tall and add additional security measures to prevent unauthorized use and vandalism (see attached fence specification sheet). There will be additional new gates built for the parking lot to restrict access during non-operational hours and deter illicit and inappropriate behaviors.

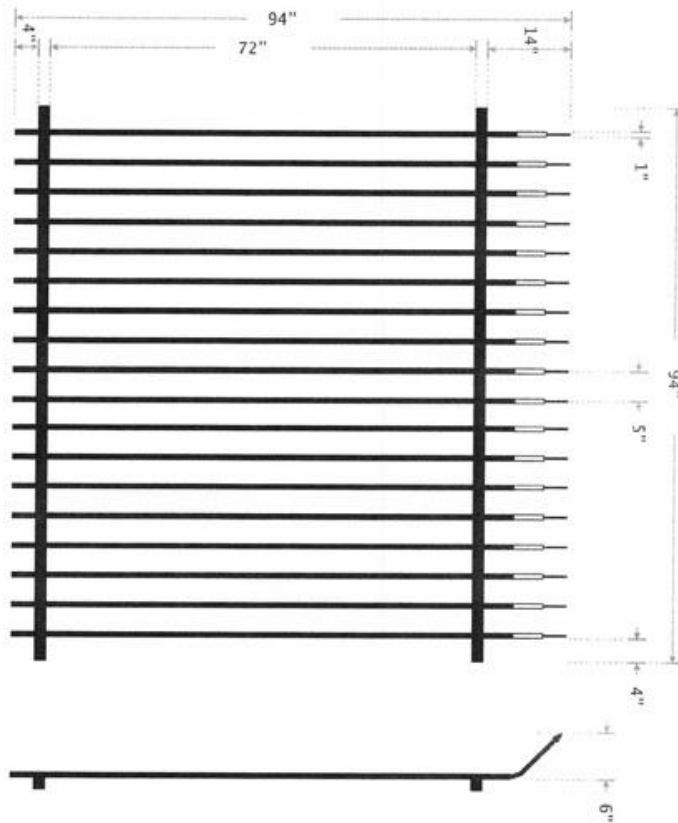
A Request for Bid package was sent to a total of Six (6) vendors and the City received two (2) responsive bids, with a high bid of \$114,849 from Spence Fence of Visalia, CA and a low bid of \$98,410 from Fresno Fence Connection. Two (2) of the vendors could not meet the minimum qualifications and did not submit proposals, one did not provide an updated /responsive bid, and the last never submitted a qualifying bid. Staff has examined the bids, validated the lowest bidder's contractor's license status, and verified the contractor is in good standing.

FISCAL IMPACT:

Council has previously appropriated \$125,000 in ARPA funds to cover the cost of this project. Any funds not used to cover the project will be reallocated to other approved projects per Council's previous direction.

ATTACHMENTS:

Skate Park fence specification sheet



Curved Top Panel Specifications

Secure Weld Curved Top Industrial
Top Rail: 2" SQ. X 24' PRE-GALV 14 GA RAIL
Bottom Rail: 2" SQ. X 24' PRE-GALV 14 GA RAIL

Pickets: 1" SQ. X 24' PRE-GALV 16 GA PICKET
Picket Top: 1" SQ. STANDARD BENDING CHARGE W/RESSES POINT TOP
O.C. Picket Space 5"

End Spacing: 4"
Pickets Face Welded
Coating: BLACK POWDER COATING W/PRIMER
Option: Oversized



Title:		By:	Client #:
Fresno Hanford		Mandersen	208976
Desc:	Date:	Job #:	
SP PN 116 2R CT 94X94W BK	9/23/2022	1011624744	



AGENDA STAFF REPORT

MEETING DATE: 10/4/2022	AGENDA SECTION: G
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SUBJECT:

Public Works: Approval of an Annual Purchase Order with Martin Marietta, for a not to exceeded amount of \$100,000 for street maintenance materials.

RECOMMENDATION:

That the Council, by motion,

1. Approve a Purchase Order with Martin Marietta for an amount not to exceed \$100,000.
2. Authorize the Finance Director to adjust appropriated funds from the approved purchase order to not exceed the total value of \$100,000.00.

BACKGROUND:

A blanket purchase order is the preferred method for placing orders which will require multiple payments over a designated period. Because of the size and scope of the overall operation, the Public Works Department has a need to issue several annual blanket purchase orders where the total for each blanket purchase order exceeds the \$50,000 limit the City Manager is authorized to approve.

Martin Marietta is the only local vendor which supplies the streets maintenance material essential to public service. Other vendors require the Streets Division staff to collect the product from Coalinga or North Fresno, which renders those vendors cost ineffective or an unproductive use of staff time. In many cases, using these other vendors would nearly double the time needed to complete projects.

The material provided by this vendor is used to deep patch local streets to prepare for upcoming projects and extend the life of the local streets. The city saves money performing these jobs in house rather than using outside contractors and having to pay prevailing wages. The price has increased due to the cost of oil on the open market and is projected to increase in the near future. The State of California ties the cost of oil to the California oil index and vendors are only allowed to increase the cost on a quarterly basis. The increasing cost of oil will not only affect the budget line for streets materials but will also increase the future projects including mill and fills and fiber

projects.

FISCAL IMPACT:

The FY23 Streets Maintenance Division Budget appropriated \$300,000 for street maintenance materials.

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 10/4/2022	AGENDA SECTION: H
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SUBJECT:

Finance: Approval of a Contract amendment with Avenu - MuniServices LLC, to provide Cannabis tax audit services, for a contract amount not to exceed a \$7,500 flat fee per retail establishment or 35% of additional Cannabis tax revenue collected by City, whichever is greater.

RECOMMENDATION:

Staff recommends that Council authorize execution of a contract amendment with Avenu for Cannabis tax audit services for greater of \$7,500 per retail establishment or 35% on additional Cannabis tax revenue collected

BACKGROUND:

The City of Hanford has Cannabis retail establishments since 2020. Businesses submit their tax forms to the City and are subject to audit. Since 2020 to September 2022 the City has received just over \$1,070,000 in Cannabis tax revenue. In fiscal year ending June 30, 2022 the City collected just over \$770,000. It is established practice by many cities and counties in the State to conduct periodic audits of Cannabis retail establishments.

Staff was contacted by the City's current consultant (MuniServices LLC) for sales/use tax audits in regard to services they could provide for Cannabis tax audit. Another firm was also contacted in regards to this type of service, but at the time of this report a proposal had not been received by staff after the time period the consultant had advised of. Due to the current relationship and timely submittal of a proposal by MuniServices, this contract amendment is recommended.

MuniServices has extensive experience providing financial audits for Cannabis businesses. They provide cities with a comprehensive financial audit program that contributes to the overall Cannabis business oversight. The comprehensive audit program ensures gross receipts are accurately being reported and that local Cannabis businesses comply with all applicable local and state financial regulations. These audits help Cannabis businesses better understand financial requirements and assist them with the development of proper financial protocols.

The consultant will work closely with the City's Cannabis business community to review current financial protocols, provide education on documentation, and assist with the correction of errors that cause deficiencies. The goal of these audits is both to provide education to the Cannabis businesses in financial best practices and to ensure that the City maximizes its tax revenue from the Cannabis program. We customize our financial audit services to suit the specific needs and business environment of our client city. Businesses which go through financial audits are more likely to take the City's regulations seriously and comply with them because they realize that an audit program is in place and they are likely to get audited in the future.

Staff will work with MuniServices (or future consultants) to establish a periodic audit program every 2-3 years.

FISCAL IMPACT:

MuniServices LLC proposes a flat cost of \$7,500 or 35% contingency fee on additional Cannabis revenue collected by the City as result of services (Whichever is greater after City receives revenue due). This work will be covered from existing budget appropriation for professional services (1201-749500) and potentially offset by increased taxes collected.

ATTACHMENTS:

Cannabis Audit Services - City of Hanford

Description of Approach

MuniServices, LLC, was founded in 1978 as Municipal Resource Consultants (MRC). The firm flourished throughout California and quickly branched out into other regions. The company and its affiliates employ over 900 professional level staff members who are completely dedicated to the success of each unique public entity we serve. Our offices are strategically located across the nation.

Our offerings are complemented with a dedicated Government Relations team that provides federal, state and local government advocacy, policy, regulatory and legislative consulting support as needed.

Cannabis Tax Audit Expertise in California

MuniServices has extensive experience providing financial audits for commercial cannabis businesses. We provide cities with a comprehensive financial audit program that contributes to the overall cannabis business oversight. Our comprehensive audit program ensures gross receipts are accurately being reported and that local cannabis businesses comply with all applicable local and state financial regulations. These audits help cannabis businesses better understand financial requirements and assist them with the development of proper financial protocols.

MuniServices will work closely with your cannabis business community to review current financial protocols, provide education on documentation, and assist with the correction of errors that cause deficiencies. The goal of these audits is both to provide education to the cannabis businesses in financial best practices and to ensure that the City maximizes its tax revenue from the cannabis program. We customize our financial audit services to suit the specific needs and business environment of our client city. Businesses which go through financial audits are more likely to take the City's regulations seriously and comply with them because they realize that an audit program is in place and they are likely to get audited in the future.

It is important that each cannabis business operating within Hanford accurately maintains its books and records to ensure proper reporting to the various taxing entities and ensure the City obtains an accurate payment of its gross receipts tax by each business. We are familiar with the typical operational costs of running cannabis businesses, the state's unique tax structure for cannabis businesses, as well as the unique banking situation for such operations. We leverage our experience conducting similar audits for other cities across the state.

Legislative and Regulatory Updates, Consulting and Support

MuniServices continually develops and invests in resources to evaluate, monitor, and analyze current and proposed ballot measures, regulations and legislation at the local, state and federal level to identify issues that may impact the City's current cannabis municipal code and ordinances.

This analysis includes an in-depth summary of any issues that may impact the City's current position on the cannabis industry, including but not limited to, tax or fee revenues, land use and zoning and public safety. MuniServices can provide informal or detailed verbal and/or written reports on issues relating to the cannabis industry and make recommendations to the City and its lobbyists.

Work Plan

The City desires to ensure the registered commercial cannabis retailers are conducting business within the guidelines provided for by the State of California related to taxation as well as local ordinances and that each maintains accurate books and records, to ensure the proper reporting to the various taxing entities and ensure the City obtains an accurate payment.

In performing the Financial Audit Services, Muniservices will:

- Start with an Informational Kickoff Meeting - Meet with designated City staff to review and discuss potential audit candidates, audit approach and establish a mutually agreeable project timeline
- Begin audit process
- Audit Issues/Findings – Meet with City staff on audit activities, including, but not limited to:
 - Unexpected delays resulting from the business entity response or other causes.
 - Significant errors or issues identified during the audit process
 - Cooperation issues with the business entity
- Draft Report Presentation – Meet with City staff to present draft report for each business
- Final audit report – Written report with information about each business; those in compliance, those not in compliance, and recommendations for corrective actions
- Presentation of audit summary – Written report with recommendations on possible administrative, technical and/or regulatory policy modifications that may improve future compliance

Commercial Cannabis Business Audit Approach

Muniservices' audit process has been developed to address the specific requirements of each business operation and is not a one-size-fits-all approach. We recognize that businesses have differing operating styles, expertise and attention to detail. MuniServices will conduct initial expedited analytical evaluations before starting a complete verification of the business operations. The results of the initial analysis will determine the extent and depth of the full examination.

MuniServices will also work with City to create an audit authorization letter to be presented to the entities selected for review giving MuniServices authorization to conduct work on the City's behalf. This letter will provide clear expectations for timely complying with audit requests such as access to the facility, system specifications and financial data storage and access.

The audit analysis can included, but is not limited to the following tasks:

1. Review of applicable provisions of the City's municipal code and resolutions adopted by the City
2. Review business records filed with the city such as application, operating agreements, compliance documents and tax returns.
3. Initiate communication with businesses to establish appropriate business contacts, Point of Sales systems (POS), product inventory and tracking systems, accounting data systems, physical operation procedures and methodology.
4. Examination of business operations and financial data verify the accuracy of reported tax returns and compliance with city regulatory and administrative policies.
5. Prepare a draft audit report for each business entity. The report will identify any tax deficiencies with a summary explaining how the error as established and suggestions on a resolution to ensure future compliance.
6. The draft report will first be discussed with city staff and then presented to the business entity. The business entity will be provided an appropriate amount of time to review the audit report and respond to any of the audit findings.
7. Prepare a final audit report summarizing the findings. The audit report will include information about the specific aspects of the business that were in compliance, those that were not in compliance, and recommendations for corrective actions. If relevant, we will also include areas for continued monitoring.
8. Prepare an audit summary report upon completion of all the initial audits. The audit summary report will provide recommendations to the city on possible administrative, technical and/or regulatory policy modification that maybe considered to improve compliance with City operating and reporting requirements.

Audit Timeline

MuniServices' audit process is comprised of proven procedures and techniques. Because each business entity is unique the audit approach is determined by the competence and cooperation of the business. While it is difficult to specify the number of hours for each audit task listed above for each entity, based on experience, we are providing the amounts of time that is expected to be necessary.

Proposed oversight fixed hours (Tasks 1,6, and 8)	20 hours total
Proposed <u>annual</u> audit hours for each business (Tasks 2, 3, 4, 5, and 7)	30 hours per business
Duration of Project:	60 days from obtaining access to business data (Step 4)

List of Cannabis Tax Audit Service Experience

Ranelle Kawasaki- City of Sacramento, CA

RKawasaki@cityofsacramento.org

Office 916-808-8500

Project Description - Education, consulting and auditing services focused on newly licensed dispensaries, author custom curriculum on compliance with state and local tax levies and operating in accordance with the City's cannabis ordinances and State and local sales and use taxes.

- *61 audits completed with \$400k in audit findings.*
- *20 additional audits are currently in progress.*

Kevin Biersack – City of Cathedral City, CA

kbiersack@cathedralcity.gov

Office 760-770-0378

Project Description: Education, consulting and auditing services focused on newly licensed dispensaries, author custom curriculum on compliance with state and local tax levies and operating in accordance with the City's cannabis ordinances and State and local sales and use taxes.

- *49 audits completed with \$334k in audit findings.*

Evis Morales- City of Woodland, CA

Evis.morales@cityofwoodland.org

Office (530) 661-5923

Project Description: Direct annual compliance audits of all licensed and unlicensed cannabis dispensaries operating within the City to ensure compliance with ordinances, tax levies and reporting.

- *Ongoing audits in process*

Jennifer Tomaszewski – City of Santa Barbara, CA

jtomaszewski@santabarbaraca.gov

Office (805) 564-5340

Project Description: Direct annual compliance audits of all licensed and unlicensed cannabis dispensaries operating within the City to ensure compliance with ordinances, tax levies and reporting.

- *Ongoing audits in process*

Audit Team

MuniServices has developed a highly experienced Cannabis consulting team that has experience with issues impacting local government dating back to the inception of Cannabis industry regulation in California. Our team has an established track record related to the “best practices” of local implementation, regulation, development, and compliance across California that will benefit the City in the post-Proposition 64 era.

Audit Team Leadership

Michael Portis, CPA, Vice President of Audit - As Avenu’s Vice President of Audit, Michael leads Avenu’s Compliance Audit Group, which consists of a full suite of compliance auditing across several tax types. Michael is a Certified Public Accountant in both Texas and North Carolina and is a U.S. Army Veteran. He has 25 years of direct experience in tax auditing and has served in several key positions for some of the largest tax firms in the United States. Education: Doctor of Jurisprudence from the University of Houston Law Center and Bachelor of Business Administration in Accounting from the University of Texas at San Antonio.

Cannabis Audit Team

Chris Wills, CRE, Compliance Audit Manager - Chris performs and oversees compliance audit operations for clients nationwide. Chris has worked for the company since 2008 and has developed a specialty practice within the company working especially on Cannabis, Franchise Fee and Utility Tax audit projects. Chris has built a wide array of resources and knowledge specific to each industry, which has been beneficial in resolving audit issues for our clients and finding the missing revenues they should have been receiving. Chris received his Bachelor of Science degree in Accounting from Jacksonville State University and is a Certified Revenue Examiner.

Katie Bellew, CRE, Cannabis Audit Supervisor - Katie performs audit operations for Cannabis Tax clients. An auditing professional with extensive knowledge of cannabis tax, sales tax, consumer’s use tax, utility license taxes, franchise fees, testing methodology, and evaluation of company internal controls. Katie received her Bachelor of Science degree in Accounting with a minor in Finance from Auburn University. Katie is also a Certified Revenue Examiner.

Government Relations

Francesco D. Mancia, MBA, Vice President, Government Relations - Fran joined MuniServices in 1995 and oversees the company Legislative, Regulatory, and Government Relations work at the state and federal level. Fran will work closely with state legislators and regulatory agencies on all issues related to the ongoing implementation of rules and regulations impacting cannabis revenue during this project. Fran has served as a member of the League of California Cities Revenue and Taxation Policy Committee. Fran graduated from the University of California, Santa Barbara and earned a Bachelor of Arts degree in Communications, and attended the University of San Francisco where he earned an MBA.

Cost Proposal

Service	Cost
Cannabis tax Compliance Audit Services:	\$7,500 Fixed fee per retail establishment OR 35% Contingency Fee on additional Cannabis tax revenue collected by the City as the result of our services Whichever is greater (to be determined when invoicing after City receives revenue due)



AGENDA STAFF REPORT

MEETING DATE: 10/4/2022	AGENDA SECTION: A
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SUBJECT:

Community Development: Authorization for Interwest, JAS and Rod Carsey to provide on-call plan check services and Crawford and Bowen to provide on-call environmental planning services and Willdan to provide on-call building inspection services each contract not to exceed \$150,000 annually for the City of Hanford.

RECOMMENDATION:

That the City Council, by motion, Authorize Interwest, JAS and Rod Carsey to provide on-call plan check services and Crawford and Bowen to provide on-call environmental planning services and Willdan to provide on-call building inspection services with each contract not to exceed \$150,000 annually for the City of Hanford.

BACKGROUND:

The City currently uses several consulting firms to provide on-call plan check and planning services. Interwest, JAS and Rod Carsey have provided on-call plan check services for several years for the City. Staff is formally requesting that Council authorize these firms to continue to provide these services on an as-needed basis for a five-year contract term.

The City uses Willdan for building inspection services on an as-needed basis when the Building Department is in need of additional inspectors.

In addition to plan check and building inspection services, City Staff is also requesting the approval of Crawford and Bowen to provide on-call environmental planning services. Crawford and Bowen provide environmental planning for several Valley cities and Staff seeks authorization to use them on an as-needed basis.

In most cases, the cost to provide these services are covered by the City's application fees. Based on projected work load each consultant would not be used over \$150,000 annually which would be paid for primarily from application fees submitted for projects.

FISCAL IMPACT:**ATTACHMENTS:**

Resolution 22-39-R

RESOLUTION NO. 22-32-R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD,
CALIFORNIA, AUTHORIZING INTERWEST, JAS AND ROD CARSEY TO PROVIDE
ON-CALL PLAN CHECK SERVICES, WILLDAN TO PROVIDE ON-CALL BUILDING
INSPECTION SERVICES, AND CRAWFORD AND BOWEN TO PROVIDE ON-CALL
ENVIRONMENTAL PLANNING SERVICES**

At regular meeting of the City Council of the City of Hanford duly called and held on October 4, 2022, it was moved by Council Member , and seconded by Council Member, and carried that the following resolution be adopted

WHEREAS, the City uses several consulting firms to provide on-call plan check, building inspection, and planning services; and,

WHEREAS, Interwest, JAS and Rod Carsey have provided on-call plan check services for several years for the City; and,

WHEREAS, Willdan provides on-call building inspection services for the City; and,

WHEREAS Crawford and Bowen provide environmental planning services; and,

WHEREAS, the invoiced costs associated with these services provided may exceed \$50,000 each fiscal year; and,

NOW, THEREFORE, BE IT RESOLVED that the Hanford City Council authorizes Interwest, JAS and Rod Carsey to provide on-call plan check services and Crawford and Bowen to provide on-call planning services for the City of Hanford.

PASSED, ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Hanford held on October 4, 2022, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Approved _____

Kalish Morrow
Mayor of the City of Hanford

ATTEST:

Attachment: Resolution 22-39-R (CD: Authorize On-Call Consulting Services for Plan Check and Planning)

 Natalie Corral
 City Clerk

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

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 4th day of October 2022.

Date: _____

 City Clerk



**AGENDA
STAFF REPORT**

MEETING DATE: 10/4/2022	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
12/21/21	Review of City Ordinance related to property line setbacks for Patio structures and Driveway Awnings	Council Consensus	Tom Webb	11/1/2022
1/18/22	Discussion of options for New Business Incentives in the Downtown District	Council Consensus	Mario Cifuentez	11/15/2022
6/7/2022	Presentation and Review of the City's First-time homebuyers program	Council Consensus	Sandra Lerma	10/18/2022
7/19/2022	Formal direction from Council on roundabouts or signalized intersections in the Downtown Pedestrian and Traffic Safety project	Council Consensus	TBD	10/18/2022
8/2/2022	Discussion regarding a process to formally oppose any movement of groundwater outside of the jurisdiction of Kings County	Council Consensus	Jason Waters	11/1/2022
9/20/22	Review of Measurable Objectives for Parks as previously review and approved by Council on June 7, 2022	Council Consensus	Brad Albert	12/6/2022

Attachment: Council Future Agenda Items (Council: Future Agenda Items)