

AGENDA

PARKS AND RECREATION COMMISSION
of the
CITY OF HANFORD

COUNCIL CHAMBERS
400 N. Douty St.
5:30 PM, Monday, September 9, 2019

CALL TO ORDER

ROLL CALL

FLAG SALUTE

PUBLIC COMMENT

*This is the time for citizens to comment on subject matters not on the agenda and that are within the jurisdiction of the Commission. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. 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. Approval of the Minutes for the meeting held on July 8, 2019

B. Supervisor Chavez Staff Report

C. Sports, Longfield Center, Aquatics/Skate Park, Facilities, Community Promo/Events

D. Parks Division Staff Report July and August 2019

GENERAL BUSINESS

1. **Landscape Assessment District Funding and Maintenance Information**
2. **Bob Hill Youth Athletic Complex: Proposed Athletic Fencing**

STAFF COMMUNICATION

A. **Parks Division Vandalism Report July and August 2019**

COMMISSIONERS ITEMS OF INTEREST

ADJOURNMENT

Materials related to an item on this Agenda submitted to the Parks & Recreation Commission after distribution of the agenda packet are available to public inspection in the Parks & Recreation Office located at 321 N. Douty Street, Hanford, California 93230, during normal business hours. Such documents are also available at the city's website, www.cityofhanfordca.com subject to staff's ability to post documents 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 Parks & Recreation office, 559-585-2525, 321 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: 9/9/2019	**AGENDA SECTION:** A

SUBJECT:
Approval of the Minutes for the meeting held on July 8, 2019

RECOMMENDATION:
Approve the Minutes for the meeting held on July 8, 2019

FISCAL IMPACT:

ATTACHMENTS:
JULY 8, 2019 MINUTES

MINUTES

PARKS AND RECREATION COMMISSION
of the
CITY OF HANFORD

COUNCIL CHAMBERS
400 N. Douty St.
5:30 PM, Monday, July 8, 2019

CALL TO ORDER

Chair Commissioner Castaneda called the meeting to order at 5:31 p.m.

ROLL CALL

Attendee Name	Title	Status	Arrived
Michael Stoddard		Present	
Matthew Milnes		Present	
Patricia Lewis		Present	
Karen Clancy		Present	
Joseph Castaneda		Present	
Gregory Kelley		Present	
Cheyne Strawn		Present	

FLAG SALUTE

Commissioner Stoddard led the flag salute.

PUBLIC COMMENT

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Rose Shapley, City of Hanford Resident, commented on the Parks Master Plan draft and distributed packets of information to all Commissioners.

Attachment: JULY 8, 2019 MINUTES (Approval of the Minutes for the meeting held on July 8, 2019)

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.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Cheyne Strawn
SECONDER:	Matthew Milnes
AYES:	Stoddard, Milnes, Lewis, Clancy, Castaneda, Kelley, Strawn

A. Approval of the Minutes for the meeting held on May 13, 2019

B. Approve Supervisor Chavez monthly staff report

C. Sports, Longfield Center, Aquatics/Skate Park, Facilities, Community Promo/Events

D. Parks Division Staff Report May/June 2019

GENERAL BUSINESS

1. Summer Programs Update-Supervisors Chavez and da Silva

Supervisors Chavez and daSilva gave Commissioners an update on summer events and upcoming events.
Commissioner Strawn had a concern regarding advertisement for the Parks & Recreation special events.
Supervisors Chavez and daSilva responded to his concern.

2. Superintendent Dias - Overview on Prop 68

Superintendent Dias gave an overview of Prop 68.
Commissioner Strawn had some questions and Superintendent Dias addressed those questions.
There was some discussion over Prop 68 funds and application process.

STAFF COMMUNICATION

Parks & Recreation Director Miller reminded Commission of the Joint Meeting with City Council for the Parks Master Plan Update on Tuesday, July 16, 2019 at 5:30 p.m. in the City Hall Training room.

Director Miller also informed the Commission on City Manager Pyle leaving the City of Hanford and that Mike Olmos is the Interim City Manager until the position is filled.

COMMISSIONERS' ITEMS OF INTEREST

ADJOURNMENT

Chair Commissioner Castaneda adjourned the meeting at 6:02 p.m.

Respectfully Submitted,

Rosamaria Contreras
Administrative Technician

Attachment: JULY 8, 2019 MINUTES (Approval of the Minutes for the meeting held on July 8, 2019)

AGENDA
STAFF REPORT

MEETING DATE: 9/9/2019	**AGENDA SECTION:** B

SUBJECT:
Supervisor Chavez Staff Report

RECOMMENDATION: Approval of Recreation Supervisor Chavez Staff Report

FISCAL IMPACT:

ATTACHMENTS:
Monthly Parks and Rec report for September 2019 meeting







Monthly Parks and Recreation Report

Susie Chavez, Supervisor for Divisions
1719-Youth Services & 1720-Adult & Special Populations
August 16, 2019 – for September meeting

Teen Center/Youth Activities (Division 1719 Youth Services)

1. **Summer is over and it is time once again to provide after school activities for the local youth. Beginning in September will be a three session cheer class, a three week cooking class and a six week fall T-ball League for pre-schoolers.**
2. **We will soon begin selling wristbands for our Halloween Haunted Maze at the Hanford Civic Auditorium. This will be the 5th year of the haunting. We have local high school and college students wanting to volunteer their time to be part of it.**
3. **Sunday, October 27th will be the 3rd annual Fall Festival. Held on the grounds of the civic auditorium there will be bounce houses, games, costume contest, entertainment and a trip through a kid friendly version of the haunted maze. This year we will be selling $1 wristbands to the event (children only, parents are free) to help defray the costs of the event.**
4. **The school field trips will begin in November, Lincoln Elementary has already booked their trip as have other elementary schools. It is going to be a busy year.**

Senior Center, Adult & Special Populations (Division 1720):

1. **It has been four months since we began the free walking/circuit class at the Longfield Community Center. It is slowly picking up participants. We currently have ten regular walkers/circuit trainees. I am sure that by February we will double the class as word gets out.**
2. **This summers' water aerobics/lap swim class kept a strong, steady attendance. The high was 34 people in the class. This has been the best summer ever since the class began several years ago.**
3. **The first annual Special Needs Prom is scheduled for Friday, September 13th. We are anticipating 100 attendees. To date we have had a lot of interest in helping put it on: cash donations, volunteers and decorations. This first event will certainly be a learning experience, but also a very worthwhile endeavor.**







Attachment: Monthly Parks and Rec report for September 2019 meeting (Supervisor Chavez September Staff Report)

AGENDA
STAFF REPORT

MEETING DATE: 9/9/2019	**AGENDA SECTION:** C

SUBJECT:
Sports, Longfield Center, Aquatics/Skate Park, Facilities, Community Promo/Events

FISCAL IMPACT:

ATTACHMENTS:
September 2019 Commission Report
Toys-4-Kids Softball Tournament
41st Renaissance of Kings Faire
Longfield Breakfast with Santa and Toy Giveaway

CITY of HANFORD
Hanford Park & Recreation Department
Commission Report / Monday, September 9, 2019

Sports (Adults)

Fall Adult Softball League
The Fall Adult Softball League begins the week of September 10th. The cost for each team is $420 and due at the time of registration with a 10 week season.

Fall Adult Softball Church League
The Fall Adult Softball Church League begins the week of September 10th. The cost for each team is $420 and due at the time of registration with a 10 week season.

Aquatics & Skate Park

Plunge Season
The Plunge public swim season finished on Sunday, September 1, 2019. We had 6,400 participants take advantage of the cool water during the hot summer season.

Longfield Community Center & Community Garden

Toys-4-Kids Softball Tournament / to benefit the Breakfast with Santa & Toy Giveaway Event
Saturday, November 16th & 17th, 2019 at the Softball Complex. *Please see attached flyer for more information.*

Breakfast with Santa and Toy Giveaway
Saturday, December 14, 2019 from 8 a.m. to 12 p.m. *Please see attached flyer for more information.*

Longfield Center Operation Hours
Seniors: Monday – Friday from 8 a.m. – 11 a.m.
Open to the Public: Monday – Friday from 1pm – 9pm & Saturday from 1 p.m. – 5 p.m.

Community Food Bank
Community Food Bank takes place every first Wednesday of the Month from 10 a.m. – 12 p.m.

Facilities Management

Facility Rentals
We currently take reservations for the following buildings: Civic Auditorium, Veterans/Senior Center, 3rd Floor of the Courthouse, Longfield Center and Coe Park Hall.

Community Events/Promotions (Please see flyers)

KJUG Country Concert
Tuesday, September 24th from 6:30 p.m. – 8 p.m. at Civic Park

Renaissance of Kings Faire
Saturday, October 5th from 10 a.m. – 6 p.m. & Sunday, October 6th from 10 a.m. – 5 p.m.

Respectfully Submitted by Armando M. da Silva, Recreation Supervisor

Attachment: September 2019 Commission Report (Sports, Longfield Center, Aquatics/Skate Park, Facilities, Community Promo/Events)

Adult Men's & Coed Softball Tournament

TOYS - 4 - KIDS

To Benefit the Longfield Center Christmas Toy Giveaway Program

$150 PER TEAM + ONE ($10) TOY PER PLAYER!

MEN's Tournament: Saturday, November 16, 2019

COED Tournament: Sunday, November 17, 2019

City of Hanford Adult Softball Complex, 1226 Centennial Dr. Hanford, CA



Tournament Begins at 9 a.m. If the weather permits

Registration Fee Includes

Umpire Fee / 1st Place T-Shirts / Double Elimination Tournament

Registration: Registration begins October 1, 2019, Monday through Friday 8 a.m. - 5 p.m. at the Hanford Parks & Recreation Office, 321 N. Douty Street, Suite B

Roster: A minimum of 10 players and a maximum of 15 on the offical roster

TOURNAMENT WILL BE OPERATED UNDER HANFORD PARKS & RECREATION SOFTBALL LEAGUE RULES. TO OBTAIN A COPY OF THE HANFORD PARKS & RECREATION RULES, PLEASE CALL THE NUMBER BELOW TO REQUEST ONE.

Home Run Derby: 12 p.m. on field 5 / $5 per player / May use own Pitcher

Winner wins 1/2 of Home Run Derby fee

*Tournament Players ONLY!

Hanford Parks & Recreation Department

321 N. Douty Street, Suite B, Hanford, CA 93230

559.585.2525 / adasilva@cityofhanfordca.com

www.cityofhanfordca.com



Attachment: Toys-4-Kids Softball Tournament (Sports, Longfield Center, Aquatics/Skate Park, Facilities, Community Promo/Events)

FREE Admission & FREE Parking "Fun for the Whole Family!"

HANFORD RENAISSANCE OF KINGS

41st Annual Renaissance of Kings Faire



Saturday, October 5, 2019 10 a.m. - 6 p.m
Sunday, October 6, 2019 10 a.m. - 5 p.m.

Hanford Civic Park • Downtown Hanford • 400 N. Douty Street • 559.585.252

HANFORD PARKS and RECREATION

B Mello AG SERVICES

CITY OF HANFORD CALIFORNIA PLANNING TOMORROWS

Parks Make Life Better!

Hanford's Renaissance of Kings Faire

Attachment: 41st Renaissance of Kings Faire (Sports, Longfield Center, Aquatics/Skate Park, Facilities, Community Promo/Events)



TOY BREAKFAST WITH SANTA Giveaway

Longfield Center

Saturday, December 14, 2019

8a.m. - 9:30a.m.: Free Breakfast / **10 a.m. - 11 a.m.**: Special Visit from Santa

11a.m.: Gifts & Treats are limited to first come, first served

Children 10 years old & younger and accompanied by a parent or guardian.

Hanford Parks and Recreation

GROCERYOUTLET bargain market

For More Information: 559-585-2529 or 585-2530

Sponsorship Opportunities: adasilva@cityofhanfordca.com

Attachment: Longfield Breakfast with Santa and Toy Giveaway (Sports, Longfield Center, Aquatics/Skate Park, Facilities, Community

AGENDA
STAFF REPORT

MEETING DATE: 9/9/2019	**AGENDA SECTION:** D

SUBJECT:
Parks Division Staff Report July and August 2019

RECOMMENDATION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:
Park Division Staff Report July-August '19
Coe Basketball Court
Coe Basketball
Harris Street Backstop
Harris Street
Eagle Scout Horse Shoe Project

Park Division Staff Report July & August '19

- ✓ **Mow Civic / Courthouse, Parks and Sports Fields bi-weekly.**
- ✓ **Median Islands Monthly Herbicide Application, litter clean up and irrigation repair.**
- ✓ **Perform weekly inspections of the Landscape Assessment District Landscapes.**
- ✓ **Water Truck – bi-weekly water truck route for trees in the Downtown District and various locations without automatic irrigation.**
- ✓ **The Plunge – Checked and serviced daily.**
- ✓ **Centennial Park – Repaired broken mainline by the Dog Park, repainted restrooms and reinstalled park signs due to vandalism.**
- ✓ **Civic/Courthouse Square – Mowed weekly, edged bi-weekly and sprayed herbicide monthly. Cleaned and service water fountain every Monday and Friday.**
- ✓ **Hidden Valley Park – Repainted exterior of the restrooms due to vandalism, repaired red wooden fence line due to vehicular accident.**
- ✓ **Train station – Picked up trash Monday, Wednesday and Fridays. Applied monthly herbicide, trimmed shrubs.**
- ✓ **Goodwill – Mow, edged and blow every week. Sprayed monthly herbicide.**
- ✓ **Cortner Lot – Pulled large weeds and applied herbicide around the perimeter of the 18 acre lot adjacent to Hidden Valley Park.**

Attachment: Park Division Staff Report July-August '19 (Parks Staff Report July and August '19)

- ✓ **Lacey Blvd. Median – Added Council requested hashtag on to the Hanford sign.**

- ✓ **Corporation Yard – Sprayed weeds and cleaned parking lot.**

- ✓ **Downtown District – Trimmed shrubs on all public parking lots. Applied herbicide monthly. Pruned trees on Green St. by La Fiesta, trees by Superior Dairy, trees on 6th St. by Delray Tires, and trees by Serrano's Furniture. Trimmed vines at the bus stops in front of Proteus office and El Tarasco. Pressure washed trashcan receptacle in front of Superior Dairy.**

- ✓ **Coe Park – Repainted trashcan receptacle due to vandalism.**

- ✓ **YAC/Rotary/Football – Mowed weekly, repair and adjust irrigation as necessary, applied herbicide monthly. Made room for football league's C-train, and installed 4 goal posts at the football field.**

- ✓ **Fargo Ave. Parkway – Trimmed shrubs, installed automatic irrigation timers.**

- ✓ **10th Ave. – Trimmed over grown shrubs, blew sidewalks and removed dead shrubs.**

- ✓ **3rd St. – Sprayed monthly herbicide.**

- ✓ **Lakewood Park – Repaired broken backflow device.**

- ✓ **Airport – Applied monthly herbicide, adjusted irrigation sprinklers.**

- ✓ **Harris Ball Park Complex – Mowed weekly, applied herbicide around infield and fence line.**

- ✓ **Industrial Park – applied monthly herbicide to landscape areas.**

Attachment: Park Division Staff Report July-August '19 (Parks Staff Report July and August '19)

- ✓ **Sherwood Park – mowed weekly, applied herbicide monthly and trimmed shrubs.**

- ✓ **Utilities Well Sites – weekly mowing and edging. Monthly herbicide application.**

- ✓ **Coe Park - Eagle scout volunteers repainted the basketball court and installed a horse shoe pit.**

- ✓ **Harris Ball Field – Eagle scout volunteers project repainted backstop**

Attachment: Park Division Staff Report July-August '19 (Parks Staff Report July and August '19)







Attachment: Harris Street Backstop (Parks Staff Report July and August '19)


AND1


3
CELONA
GOLDEN BEARS

AGENDA
STAFF REPORT

MEETING DATE: 9/9/2019	**AGENDA SECTION:** 1

SUBJECT:
Landscape Assessment District Funding and Maintenance Information

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RECOMMENDATION:

BACKGROUND:
Staff has recently received questions in regards to the maintenance of a few landscape districts that are part of the City's maintenance contract. Attached is some information for Commission's review. Staff will give a brief overview on how funding is obtained and distributed for utilities and maintenance costs.

FISCAL IMPACT:

ATTACHMENTS:
LAD Engineers Report
Ballot_2018 Hfd LAD 90-03_Mansionette-Form
LAD Historical Ballots
2018 FINAL LAD_Maint Bid Packet
Landscape Levels of Service

AGENDA
STAFF REPORT

MEETING DATE: 8/6/2019	**AGENDA SECTION:** A

SUBJECT:
Public Works: Public hearing to receive public input regarding the proposed reduction, or no change in the assessment and imposition of a Standard Annual CPI increase in the annual assessment for the City of Hanford's Landscape Assessment Districts, per the Annual Engineer's Report for Fiscal Year 2019-2020; adopt Resolution 19-26-R confirming levy and collection of annual assessments pursuant to Chapter 3 of the Landscape and Lighting Act of 1972.

RECOMMENDATION:
That the City Council, by motion:
1. Conduct a public hearing in accordance with the Landscaping and Lighting Act of 1972 and Article XIII D., Section 4 of the California Constitution to receive oral and written testimony regarding the proposed reduction, or no change in the annual assessment and imposition of a Standard Annual CPI Increase in the annual assessment amount for the following districts:

DISTRICT NO.	SUBDIVISION
90-01	Pinecastle Addition, Unit No. 1, 2, 3 and 4
90-02	Park Monterey, Unit No. 1 and 2
90-03	Mansionette Estates, No. 7 and 8
90-04	Hyde Park
91-01	Sierra Vista (Tract 641)/New Dimensions (Tract 703/713), No. 1-5, and 6
92-01	Portofino, No. 1, 2, 3 and 4
92-02	Cielo En Tierra, No. 1, 2, 3, 4 and 5
93-01	Vintage Estates
93-02	Walnut Forest, Unit No. 1, 2 and 3
94-01	Gateway Estates
94-02	Stonecrest, No. 1, 2, 3, 4, 5, 6, 7, 8 and 9
94-03	Quail Run Estates, No. 1, 2, 3, 4 and 5
97-01	Rosewood Estates, No. 1 and 2
97-02	Summer Field Addition No. 2
97-03	Country Crossing, No. 1, 2, 3, 4 and 5

Attachment: LAD Engineers Report (Landscape District Funding and Maintenance Information)

98-01	Crystal Springs, No. 1, 2 and 3
98-02	Mountain View Estates, No. 1, 2, 3, 4, 5 and 6
01-01	Pacific Grove (Tract 680/777)/N. Pointe (Tract 778), No. 1, 2, 3 and 4
01-02	Cambridge Homes (Tract 770), No. 1, 2 and 3
01-03	Poppy Hills (Tract 771/796), No. 1 and 2
01-04	Silver Oaks, No. 1, 2, 3, 4 and 5
02-01	Ashton Park, No. 1, 2, 3 and 4
03-01	Le Parc, No. 1, 2 and 3
04-01	Sidonia Estates, No. 1 and 2 (Tract 810)/Sidonia Estates II (Tract 814)
04-02	Cambridge Homes (Tract 799)/Majesty II (Tract 830)
04-03	Cambridge Homes (Tract 795/826)/Vineyards (Tract 825), No. 1-5 and 6
04-04	Sierra Heights (Tract 802/803), No. 1 and 2
05-01	Mission Park (Tract 812)
05-02	Copper Valley
06-01	Quail Park Subdivision (Tract 794)
07-02	South Gate Addition (Tract 811)/Greenbrier Gardens(Tract 876)/Live Oak North (Tract 902)
09-01	Victory Estates
09-02	Independence (Tract 843), No. 1 and 2
14-01	Independence (Tract 843), Unit No. 3 and 4
15-01	Silver Oaks Addition III (Tract 887)
15-02	The Greens II (Tract 823)
16-01	Woodside Homes (Tract 917)
16-02	Mynderup (Tract 914), No. 1 and 2
18-01	Bella Vista (Tract 918)

2. Adopt the attached Resolution confirming the levy of annual assessments pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972 for the above-referenced districts.

BACKGROUND:

In 1990, developers of subdivisions began using the Landscaping and Lighting Act of 1972 to create districts to maintain improvements along arterial and collector streets in the form of decorative block fencing and landscaping adjacent to their developments. These Districts are formed at the time a subdivider records a final map.

The Landscaping and Lighting Act of 1972 requires that an Annual Engineer's Report be prepared to identify adjustments to assessment amounts. These adjustments are based on a review of the costs to maintain district improvements. The Annual Engineer's Report must be reviewed and adopted by the City Council.

At the June 17, 2019 meeting, the City Council passed a Resolution of Intention to levy and collect assessments which set this meeting as the time to hold a "Public Hearing", concerning the assessments proposed in the Annual Engineer's Report.

Upon concluding the "Public Hearing", the City Council shall consider all public input prior to taking final action on confirming and levying the assessments proposed in the Annual Engineer's

Attachment: LAD Engineers Report (Landscape District Funding and Maintenance Information)

Report concerning Districts identified in the Annual Engineer's Report as showing reduction or no change in the annual assessment amount.

The annual assessment amounts for each affected parcel in Districts with **no change** in the assessment amount is as follows:

DISTRICT ASSESSMENT		CURRENT ASSESSMENT	PROPOSED
90-01	Pinecastle Addition, Unit 1, 2, 3 and 4	$ 139.50	$ 139.50
90-02	Park Monterey, Unit No. 1 and 2	$ 82.00	$ 82.00
90-03	Mansionette Estates, No. 7 and 8	$ 49.10	$ 49.10
90-04	Hyde Park	$ 62.30	$ 62.30
91-01	Sierra Vista/New Dimensions, No. 1, 2, 3, 4, 5 & 6	$ 18.30	$ 18.30
92-01	Portofino, No. 1, 2, 3 and 4	$ 50.80	$ 50.80
92-02	Cielo En Tierra, No. 1, 2, 3, 4 and 5	$ 28.70	$ 28.70
93-01	Vintage Estates	$ 153.80	$ 153.80
94-01	Gateway Estates	$ 26.10	$ 26.10
94-02	Stonecrest, No. 1, 2, 3, 4, 5, 6, 7, 8 and 9	$ 85.00	$ 85.00
94-03	Quail Run Estates, No. 1, 2, 3, 4 and 5	$ 59.00	$ 59.00
97-01	Rosewood Estates, Unit No. 1 and 2	$ 35.00	$ 35.00
97-02	Summer Field, Addition, No. 2	$ 42.70	$ 42.70
97-03	Country Crossing, No. 1, 2, 3, 4 and 5	$ 62.70	$ 62.70
98-01	Crystal Springs, No. 1, 2 and 3	$ 38.00	$ 38.00
98-02	Mountain View Estates, No. 1, 2, 3, 4, 5 and 6	$ 89.00	$ 89.00
05-01	Mission Park (Tract 812)	$ 119.59	$ 119.59
15-01	Silver Oaks Addition III (Tract 887), No. 1 and 2	$ 454.34	$ 419.44*
16-01	Woodside Homes (Tract 917)	$ 0.00	$ 191.81*
16-02	Mynderup (Tract 914), No. 1 and 2	$ 0.00	$ 144.74*
18-01	Bella Vista (Tract 918)	$ 0.00	$ 586.31*

*(Current Assessment based on estimate prepared for the formation of the District)

The annual assessment amounts for each affected parcel in Districts with an increase in the assessment amount based on the imposition of 3.3% Standard Annual CPI Increase (December 2018) in accordance with California Government Code section 53739(b)(1)is as follows:

DISTRICT ASSESSMENT		CURRENT ASSESSMENT	PROPOSED
93-02	Walnut Forest, No. 1, 2 and 3	$ 39.10	$ 40.38
01-01	Pacific Grove/N. Pointe, No. 1, 2, 3 and 4	$ 39.82	$ 41.12
01-02	Cambridge Homes (Tract 770), No. 1, 2 and 3	$ 39.40	$ 40.70
01-03	Poppy Hills, No. 1 and 2	$ 55.78	$ 57.62
01-04	Silver Oaks, No. 1, 2, 3, 4 and 5	$ 62.22	$ 64.26
02-01	Ashton Park, No. 1, 2, 3 and 4	$ 103.70	$ 107.12
03-01	Le Parc, No. 1, 2 and 3	$ 67.40	$ 69.62
04-01	Sidonia Estates, (Tract 810), No. 1 and 2/(Tract 814)	$ 38.46	$ 39.72
04-02	Cambridge Homes (Tract 799)/Majesty II (Tract 830)	$ 217.76	$ 224.94

Attachment: LAD Engineers Report (Landscape District Funding and Maintenance Information)

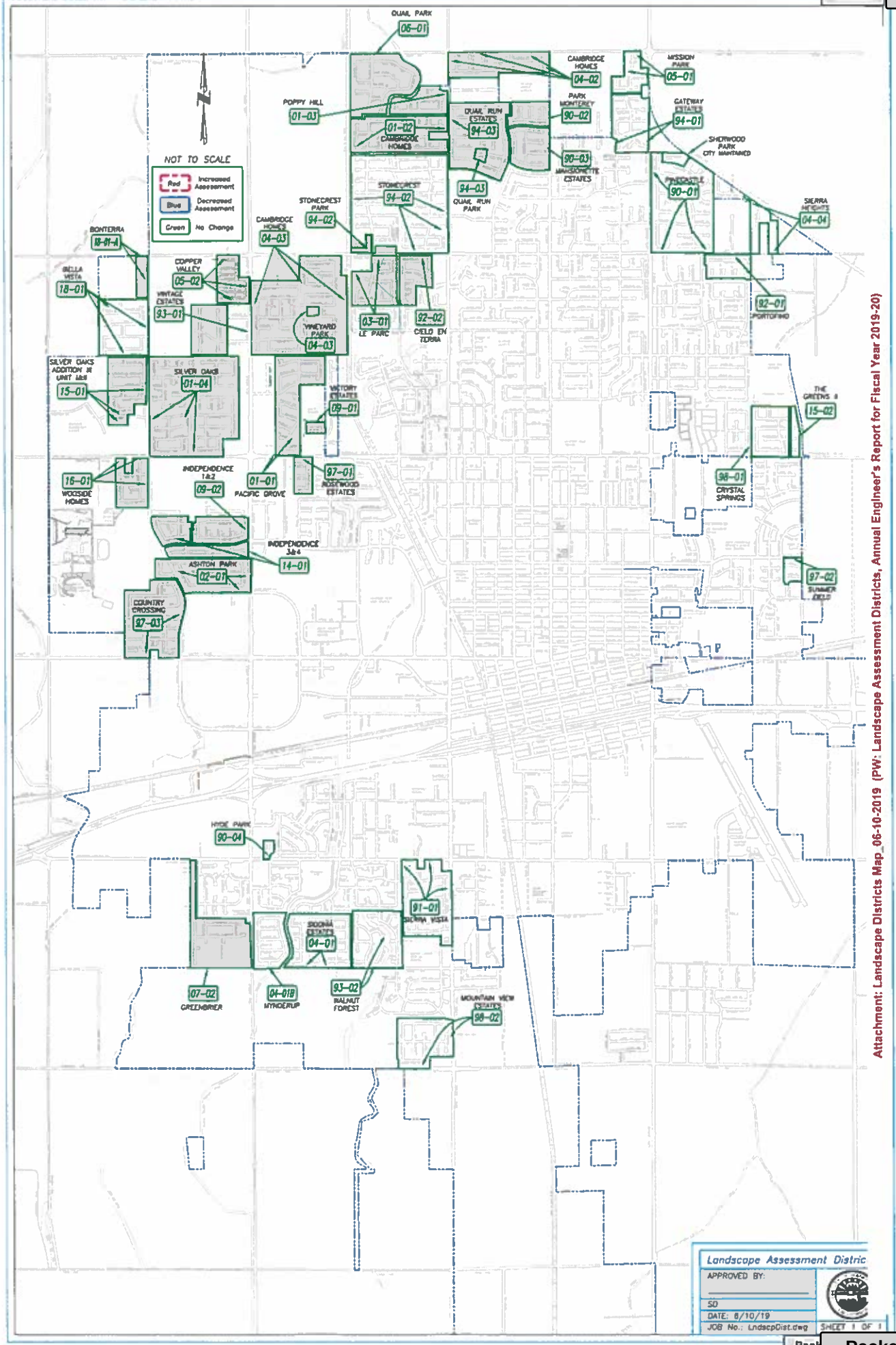
04-03	Cambridge Homes (Tract 795/826)/Vineyards (Tract 825), No. 1, 2, 3, 4, 5 and 6	$ 124.44	$ 128.54
04-04	Sierra Heights, No. 1 and 2	$ 435.54	$ 449.90
05-02	Copper Valley	$ 98.52	$ 101.76
06-01	Quail Park Subdivision (Tract 794), No. 1 and 2	$ 181.88	$ 187.88
07-02	South Gate Addition (Tract 811), Greenbrier Gardens (Tract 876), Live Oak North (Tract 902)	$ 124.44	$ 128.54
09-01	Victory Estates	$ 233.32	$ 241.02
09-02	Independence (Tract 843), No. 1 and 2	$ 181.48	$ 187.46
14-01	Independence (Tract 843), Unit No. 3	$ 213.76	$ 220.80
15-02	The Greens II (Tract 823)	$ 204.58	$ 211.32

Attached for your review is a copy of the Resolution ordering the levy and collection of the annual assessment for the aforementioned Districts. Upon adoption of the attached Resolution, the assessment diagrams and resolution will be filed with the County Assessor for collection along with the 2019-20 property taxes.

FISCAL IMPACT:
The Districts identified in the Annual Engineer's Report as showing a decrease or no change in the annual assessment have sufficient funding to maintain their current level of service through calendar year 2019.

ATTACHMENTS:
Landscape Districts Map_06-10-2019
2020 RESO_Confirming Levy of Assmt (Decr-Incr-NC)
2020 LADOPT Exhibit B

Attachment: LAD Engineers Report (Landscape District Funding and Maintenance Information)



Attachment: Landscape Districts Map_06-10-2019 (PW: Landscape Assessment Districts, Annual Engineer's Report for Fiscal Year 2019-20)

Attachment: LAD Engineers Report (Landscape District Funding and Maintenance Information)

RESOLUTION NO. 19-26-R

RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF HANFORD CONFIRMING LEVY
AND COLLECTION OF ANNUAL ASSESSMENTS

At a regular meeting of the City Council of the City of Hanford duly called and held on August 6, 2019, at 7:00 p.m., it was moved by Council Member _____, seconded by Council Member _____, and duly carried that the following resolution be adopted:

WHEREAS, pursuant to the California Landscaping & Lighting Act of 1972 ("Act"), the City of Hanford has established the following landscape and lighting assessment districts within the City limits of the City of Hanford.

ASSESSMENT DISTRICTS

90-01 Pinecastle Addition, Unit No. 1, 2, 3 and 4 – (Located East of 10th Avenue and North of Fargo Avenue)
90-02 Park Monterey, Unit No. 1 and 2 – (Located West of Douty Street and North of Sherwood Drive)
90-03 Mansionette Estates, No. 7 and 8 – (Located West of Douty Street and North Encore Drive)
90-04 Hyde Park – (Located East of 12th Avenue and North of Hanford-Armona Road)
91-01 Sierra Vista (Tract 641)/New Dimensions (Tract 703/713), No. 1, 2, 3, 4, 5 and 6 – (Located West of 11th Avenue and South of Hanford-Armona Road)
92-01 Portofino, No. 1, 2, 3 and 4 – (Located East of Neill Way and South of Fargo Avenue)
92-02 Cielo En Tierra, No. 1, 2, 3, 4 and 5 – (Located West of 11th Avenue and South of Fargo Avenue)
93-01 Vintage Estates – (Located West of 12th Avenue and North of Grangeville Boulevard)
93-02 Walnut Forest, No. 1, 2 and 3 – (Located West of 11th Avenue and North of Hume Avenue)
94-01 Gateway Estates – (Located West of 10th Avenue and North of Encore Drive)
94-02 Stonecrest, No. 1, 2, 3, 4, 5, 6, 7, 8 and 9 – (Located West of 11th Avenue and North of Fargo Avenue)
94-03 Quail Run Estates, No. 1, 2, 3, 4 and 5 – (Located East of 11th Avenue and North of Pepper Drive)
97-01 Rosewood Estates, No. 1 and 2 – (Located East of 12th Avenue and South of Grangeville Boulevard)
97-02 Summer Field Addition, No. 2 – (Located West 9 1/4 Avenue and South of Florinda Street)
97-03 Country Crossing, No. 1, 2, 3, 4 and 5 – (Located West of Centennial Drive and North of Lacey Boulevard)
98-01 Crystal Springs, No. 1, 2 and 3 – (Located West of 9 1/4 Avenue and North of Grangeville Boulevard)

Attachment: LAD Engineers Report (Landscape District Funding and Maintenance Information)

98-02 Mountain View Estates, No. 1, 2, 3, 4, 5 and 6 – (Located West of 11th Avenue and North of Houston Avenue)
01-01 Pacific Grove (Tract 680/777)/N. Pointe (Tract 778), No. 1, 2, 3 and 4 – (Located East of 12th Avenue and North of Grangeville Boulevard)
01-02 Cambridge Homes (Tract 770), No. 1, 2 and 3 – (Located West of 11th Avenue and North of Pepper Drive)
01-03 Poppy Hills, No. 1 and 2 – (Located West of 11th Avenue and North of Pepper Drive)
01-04 Silver Oaks, No. 1, 2, 3, 4 and 5 – (Located West of 12th Avenue and North of Grangeville Boulevard)
02-01 Ashton Park, No. 1, 2, 3 and 4 – (Located West of 12th Avenue and North of Lacey Boulevard)
03-01 La Parc, No. 1, 2 and 3 – (Located West of 11th Avenue and South of Fargo Avenue)
04-01 Sidonia Estates, No. 1 and 2 (Tract 810)/Sidonia Estates II (Tract 814) – (Located East of 12th Avenue and North of Hume Avenue)
04-02 Cambridge Homes (Tract 799)/Majesty II (Tract 830) – (Located East of 11th Avenue and South of Flint Avenue)
04-03 Cambridge Homes (Tract 795/826)/Vineyards (Tract 825), No. 1, 2, 3, 4, 5 and 6 – (Located East of 12th Avenue and South of Fargo Avenue)
04-04 Sierra Heights (Tract 802/803), No. 1 and 2 – (Located West of 9th Avenue and North of Fargo Avenue)
05-01 Mission Park (Tract 812) – (Located West of Highway 43 and South of Flint Avenue)
05-02 Copper Valley – (Located West of 12th Avenue and South of Fargo Avenue)
06-01 Quail Park Subdivision – (Tract 794), No. 1 and 2, Located West of 11th Avenue and South of Flint Avenue)
07-02 South Gate Addition – (Tract 811)/Greenbrier Gardens (876)/ Live Oak North (902) - (Located West of 12th Avenue and South of Hanford-Armona Road)
09-01 Victory Estates – (Located West of University Avenue and North of Grangeville Boulevard)
09-02 Independence (Tract 843), No. 1 and 2 - (Located West of 12th Avenue and North of Greenfield Avenue)
14-01 Independence (Tract 843), No. 3 and 4 - (Located West of 12th Avenue and North of Merritt Street)
15-01 Silver Oaks Addition III (Tract 887), No. 1 and 2 - (Located West of Centennial Drive and North of West Berkshire Lane)
15-02 The Greens II (Tract 823) - (Located West of 9 ¼ Avenue and North of Grangeville Boulevard)
16-01 Woodside Homes (Tract 917) - (Located West of Centennial Drive and South of Grangeville Boulevard)
16-02 Mynderup (Tract 914), No. 1 and 2 - (Located East of 12th Avenue and North of Hume Avenue)
18-01 Bella Vista (Tract 918) - (Located West of Centennial Drive and South of Fargo Avenue)

(collectively "Districts").

WHEREAS, it is necessary for the City of Hanford to establish an annual assessment for each of aforementioned Districts for the fiscal year 2019-2020;

WHEREAS, the City Engineer for the City of Hanford has prepared and filed with the City Clerk, an Engineer's Report which includes: (1) a full and detailed description of the improvements

Attachment: 2020 RESO Confirming Levy of Assmt (Decr-Incr-NC) (PW: Landscape Assessment Districts. Annual Engineer's Report for Fiscal
Attachment: LAD Engineers Report (Landscape District Funding and Maintenance Information)

and boundaries of each District and any zones therein; (2) identifies the proposed annual assessments upon assessable lots and parcels of land within each District; (3) identifies all parcels of real property which will have a special benefit conferred upon them and upon which the assessment will be imposed; (4) determines the proportionate special benefit derived by each parcel of real property in relationship to the entirety of the cost of maintenance of the public improvements; (5) identifies the special benefit conferred on each parcel of real property; and (6) establishes that the assessment imposed on each parcel of real property does not exceed the reasonable cost of the proportionate special benefit conferred on that parcel of real property; and

WHEREAS, the Engineer's Report proposes that the assessments levied for some of the above-referenced Districts remain unchanged for fiscal year 2019-2020; and

WHEREAS, the Engineers Report proposes that the assessments levied for nineteen (18) of the above-referenced Districts be increased based on the imposition of 3.3% Standard Annual CPI Increase (December 2018) in accordance with California Government Code section 53739(b)(1) for fiscal year 2019-2020; and

WHEREAS, at its regular meeting on June 17, 2019, the City Council of the City of Hanford approved the Engineer's Report which, in addition to the information set forth above: (1) provided a full and detailed description of the improvements and boundaries of each District and any zones therein; (2) identified the proposed decreased or unchanged assessments upon assessed lots and parcels of land within each respective District; (3) established that each lot or parcel of real property which is within each District and which is subject to the levy of assessment is receiving a special benefit from the public improvements and maintenance thereof identified in the Engineer's Report above and beyond any general benefit to the general public; (4) established that the special benefit to each affected parcel of real property is proportionate to the amount of the assessment and the amount of the assessment does not exceed the reasonable cost of the proportionate special benefit conferred on that parcel of real property; and

Attachment: LAD Engineers Report (Landscape District Funding and Maintenance Information)

WHEREAS, at its regular meeting on June 17, 2019, the City Council of the City of Hanford adopted a Resolution of Intention declaring its intention to levy and collect the assessments identified in the Engineer's Report; and

WHEREAS, the City Council for the City of Hanford is required by Streets and Highways Code Section 22629 to hold a public hearing on the levy and collection of assessments identified in the Engineer's Report; and

WHEREAS, the City Council for the City of Hanford provided notice of the public hearing as required by Streets and Highways Code Section 22626(a) and (b); and

WHEREAS, a public hearing was held by the City Council of the City of Hanford on August 6, 2019, at 7:00 p.m. in the City of Hanford Council Chambers at the Civic Auditorium, 400 North Douty Street, Hanford, California, at which time affected property owners were afforded an opportunity to give oral testimony and submit written comments regarding the proposed assessments;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hanford confirms the diagram of the Districts and the assessments proposed in the approved Engineer's Report for those Districts for which landscape and lighting assessments will remain unchanged for the fiscal year 2019-2020;

RESOLVED FURTHER, that the City Council of the City of Hanford hereby levies an increase in the assessment amount for each affected parcel in Districts based on the imposition of 3.3% Standard Annual CPI Increase (December 2018) in accordance with California Government Code section 53739(b)(1)is as follows:

(a)	93-02	Walnut Forest, Unit No. 1, 2 and 3
(b)	01-01	Pacific Grove (Tract 680/777)/N. Pointe (Tract 778), No. 1, 2, 3 and 4
(c)	01-02	Cambridge Homes (Tract 770), No. 1, 2, and 3
(d)	01-03	Poppy Hills (Tract 771/796), No. 1 and 2
(e)	01-04	Silver Oaks, No. 1, 2, 3, 4 and 5
(f)	02-01	Ashton Park, No. 1, 2, 3 and 4
(g)	03-01	Le Parc, No. 1, 2 and 3
(h)	04-01	Sidonia Estates, No. 1 and 2 (Tract 810)/Sidonia Estates II (Tract 814)
(i)	04-02	Cambridge Homes (Tract 799)/Majesty II (Tract 830)
(j)	04-03	Cambridge Homes (Tract 795/826)/Vineyards (Tract 825), No. 1, 2, 3, 4, 5, 6
(k)	04-04	Sierra Heights (Tract 802/803), No. 1 and 2
(l)	05-02	Copper Valley
(m)	06-01	Quail Park Subdivision (Tract 794), No. 1 and 2

Attachment: 2020 RESO Confirming Levy of Assmt (Decr-Incr-NC) (PW: Landscape Assessment Districts. Annual Engineer's Report for Fiscal
Attachment: LAD Engineers Report (Landscape District Funding and Maintenance Information)

(n) 07-02 South Gate Addition (Tract 811)/Greenbrier Gardens (Tract 876)/Live Oak North (Tract 902)
(o) 09-01 Victory Estates
(p) 09-02 Independence (Tract 843), No. 1 and 2
(q) 14-01 Independence (Tract 843), No. 3 and 4
(r) 15-02 The Greens II (Tract 823)

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Hanford at a regular meeting thereof held on August 6, 2019, by the following vote:

COUNCIL MEMBERS: BRIENO, DEVINE, DRAXLER, RAMIREZ, SORENSON
AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

SARAH MARTINEZ
CITY CLERK
of the Council of the City of Hanford

APPROVED

SUE SORENSON
MAYOR of the City of Hanford

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Attachment: 2020 RESO_Confirming Levy of Assmt (Decr-Incr-NC) (2019 : LAD Engineers Report (Landscape District Funding and Maintenance Information)

EXHIBIT "B"

COST OF IMPROVEMENTS SUMMARY

FISCAL YEAR 2019-20 TAX YEAR

"X" "Y"

DIST	TRACT NO.	SUBDIVISIONS	LOTS	INIT. ASSMT FY	FY 20 EST ASSMT EXPENSES	FY 20 CREDIT/ DEBIT	FY 20 EST ASSMT	FY 20 ASSMT PER/LOT	DESIGNATED REMAINDER	
									LOT #	ASSMT
90-01	606	Pinecastle Add Unit #1	352	92	41,278.00	0.00	41,278.00	$139.50		
	606-2	Pinecastle Add Unit #2		94						
	606-3	Pinecastle Add Unit #3		95						
	606-4	Pinecastle Add Unit #4		95						
90-02	610	Park Monterey Unit #1	53	92	3,342.00	0.00	3,343.00	$82.00		
	657	Park Monterey Unit #2		97						
90-03	596	Mansionette #7	84	92	4,559.00	0.00	4,559.00	$49.10		
	596-2	Mansionette #8		93						
90-04	619	Hyde Park	14	92	1,227.00	0.00	1,227.00	$62.30		
91-01	641	Sierra Vista	285	93	6,240.00	0.00	6,240.00	$18.30		
	703	New Dimensions #1		96						
	703-2	New Dimensions #2		96						
	703/713-3	New Dimensions #3		97						
	703/713-4	New Dimensions #4		97						
	703/713-5	New Dimensions #5		99						
92-01	607	Portofino Unit #1	78	93	4,563.00	0.00	4,564.00	$50.80		
	607-2	Portofino Unit #2		94						
	607-3	Portofino Unit #3		95						
	607-4	Portofino Unit #4		96						
92-02	652	Cielo En Tierra #1	98	93	3,389.00	0.00	3,388.00	$28.70		
	652-2	Cielo En Tierra #2		96						
	652-3	Cielo En Tierra #3		97						
	652-4	Cielo En Tierra #4		97						
	652-5	Cielo En Tierra #5		98						
93-01	634	Vintage Estates	30	95	4,425.00	0.00	4,425.00	$153.80		
93-02	673	Walnut Forest #1	169	95	6,432.00	0.00	6,432.00	$40.38		
	673-2	Walnut Forest #2		02						
	673-3	Walnut Forest #3		06						
94-01	712	Gateway Estates	114	96	3,721.00	0.00	3,721.00	$26.10		
94-02	708	Stonecrest #1	541	96	43,310.00	0.00	43,311.00	$85.00		
	708-2	Stonecrest #2		97						
	708/727-3	Stonecrest #3		98						
	708/727-4	Stonecrest #4		99						
	708/727-5	Stonecrest #5		01						
	708/727-6	Stonecrest #6		01						
	708/727-7	Stonecrest #7		02						
	708/727-8	Stonecrest #8		03						
	708/727-9	Stonecrest #9		03						
94-03	696	Quail Run Est #1	272	96	22,879.00	0.00	22,880.00	$59.00		
	696-2	Quail Run Est #2		98						
	696-3	Quail Run Est #3		99						
	696-4	Quail Run Est #4		00						
	696-5	Quail Run Est #5		01						

Attachment: LAD Engineers Report (Landscape District Funding and Maintenance Information)

EXHIBIT "B"

COST OF IMPROVEMENTS SUMMARY

FISCAL YEAR 2019-20 TAX YEAR

DIST	TRACT NO.	SUBDIVISIONS	LOTS	INIT. ASSMT FY	"X" FY 20 EST ASSMT EXPENSES	"Y" FY 20 CREDIT/ DEBIT	FY 20 EST ASSMT	FY 20 ASSMT PER/LOT	DESIGNATED REMAINDER LOT #	DESIGNATED REMAINDER ASSMT
97-01	711	Rosewood Estates #1	44	99	1,900.00	0.00	1,901.00	$35.00		
	711-2	Rosewood Estates #2		00						
97-02	742	Summer Field Add #2	30	99	1,548.00	0.00	1,548.00	$42.70		
97-03	743	Country Crossing #1	251	00	16,480.00	0.00	16,479.00	$62.70	251	$62.70
	743-2	Country Crossing #2		01						
	743-3	Country Crossing #3		03						
	743-4	Country Crossing #4		05						
	743-5	Country Crossing #5 & (1DR)		06						
98-01	747	Crystal Springs #1	126	01	5,250.00	0.00	5,250.00	$38.00		
	747-2	Crystal Springs #2		03						
	747-3	Crystal Springs #3		04						
98-02	759	Mountain View Est. #1	162	00	10,542.00	0.00	10,542.00	$89.00		
	759-2	Mountain View Est. #2		03						
	759-3	Mountain View Est. #3		04						
	759-4	Mountain View Est. #4		05						
	759-5	Mountain View Est. #5		06						
	759-6	Mountain View Est. #6		08						
01-01	680	Pacific Grove #1	148	03	4,883.00	0.00	4,884.00	$41.12		
	680/777-2	Pacific Grove #2		04						
	680/777-2/778-3	Pacific Grove #3/N. Pointe		05						
	680/777-2/778-4	Pacific Grove #4/N. Pointe		07						
01-02	770	Cambridge Homes #1	198	03	7,894.00	0.00	7,894.00	$40.70		
	770-2	Cambridge Homes #2		04						
	770-3	Cambridge Homes #3		05						
01-03	771	Poppy Hills #1	87	04	4,345.00	0.00	4,345.00	$57.62		
	771/796-2	Poppy Hills #2		07						
01-04	769	Silver Oaks #1	489	04	34,618.00	0.00	34,619.00	$64.26		
	769-2	Silver Oaks #2		05						
	769-3	Silver Oaks #3		06						
	769-4	Silver Oaks #4		07						
	769-5	Silver Oaks #5		07						
02-01	776	Ashton Park #1	182	04	20,982.00	0.00	20,983.00	$107.12		
	776-2	Ashton Park #2		05						
	776-3	Ashton Park #3		06						
	776-4	Ashton Park #4		06						
03-01	788	Le Parc #1	128	06	8,278.00	0.00	8,278.00	$69.62		
	788-2	Le Parc #2		07						
	788-3	Le Parc #3		07						

Attachment: LAD Engineers Report (Landscape District Funding and Maintenance Information)

EXHIBIT "B"

COST OF IMPROVEMENTS SUMMARY

FISCAL YEAR 2019-20 TAX YEAR

DIST	TRACT NO.	SUBDIVISIONS	LOTS	"X" INIT. ASSMT FY	"Y" FY 20 EST ASSMT EXPENSES	FY 20 CREDIT/ DEBIT	FY 20 EST ASSMT	FY 20 ASSMT PER/LOT	DESIGNATED REMAINDER LOT #	DESIGNATED REMAINDER ASSMT
04-01	810	Sidonia #1	233	07	8,374.00	0.00	8,374.00	$39.72		
	810-2	Sidonia #2		07						
	814	Sidonia Estates II		17						
04-02	799	Cambridge Homes	75	06	20,048.00	0.00	20,048.00	$224.94		
	799/830	Cambridge Homes/Majesty II, #2		08						
04-03	795	Cambridge Homes U#1	424	07	59,896.00	0.00	59,898.00	$128.54	424	$128.54
	795-2	Cambridge Homes U#2, #2		07						
	795/825-3	Cambridge HomesU#2 /VineyardsU#1, #3		07						
795/825/826-4		Cambridge HomesU#2 /VineyardsU#1/ Cambridge, #4		07						
795/825/826-5		Cambridge HomesU#2 /VineyardsU#1/ Cambridge, #5		09						
795/825/826-6		Cambridge HomesU#2 /VineyardsU#1/ Cambridge, #6 &		12						
04-04	802/803	Sierra Heights #1 & #2	16	07	6,362.00	0.00	6,362.00	$449.90		
05-01	812	Mission Park No. 1	40	07	2,738.00	0.00	2,738.00	$119.59		
	812-2	Mission Park No. 2		20						
05-02	835	Copper Valley	150	08	13,658.00	0.00	13,658.00	$101.76		
06-01	794	Quail Park Subdivision	77	16	32,843.00	0.00	32,843.00	$187.88		
	794-2	Quail Park Subdivision U#2	67	17						
09-01	877	Victory Estates	14	11	2,748.00	0.00	2,748.00	$241.02		
09-02	843	Independence U#1	121	11	30,161.00	0.00	30,162.00	$187.46		
	843-2	Independence U#2		14						
07-02	811	South Gate Addition	35	15	10,419.00	0.00	10,419.00	$128.54		
	876	Greenbrier Gardens	98	16						
	902	Live Oak North	1	16						
14-01	843-3	Independence U#3	75	16	22,594.00	0.00	22,594.00	$220.80		
	843-4	Independence U#4	100	17						
15-01	887	Silver Oaks Addition III Unit I	141	17	57,839.00	0.00	57,839.00	$419.44		
	887-2	Silver Oaks Addition III Unit II		20						
15-02	823	The Greens II	34	18	6,293.00	0.00	6,293.00	$211.32		
16-01	917	Woodside Homes	60	20	11,641.00	0.00	11,641.00	$191.81		
16-02	914	Mynderup U#1	68	20	16,571.00	0.00	16,571.00	$144.74		
	914-2	Mynderup U#2	45	20						
18-01	918	Bella Vista	70	20	41,816.00	0.00	41,816.00	$586.31		
		TOTAL	5,879		$606,086.00	$0.00	$606,095.00			

Note:

CPI ADJUSTMENT FOR INFLATION utilized on all districts created in 2001 and later; The annual assessment amounts for each affected parcel in Districts with an increase in the assessment amount based on the imposition of 3.3% Standard Annual CPI Increase (December 2018) in accordance with California Government Code section 53739(b)(1).

Attachment: LAD Engineers Report (Landscape District Funding and Maintenance Information)

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

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

June 6, 2017

{FIRST_NAME} {LAST NAME}
{PO_ADDRESS}
{PO_CITY_ZIP}

Subject: Maintenance of common landscape for Mansionette Estates Lighting and Landscape District; Proposed Benefit Assessment Increase for Fiscal Year 2017/2018 and an Annual Adjustment for Inflation Allowance for the Mansionette Estates District

Dear {FIRST_NAME} {LAST_NAME}:

The maintenance of the common landscaping (lawn mowing, planting and replanting of plants and trees, sprinkler maintenance, etc.) for your subdivision, Mansionette Estates, is funded by your payment of a benefit assessment through a Lighting and Landscaping District known as Mansionette Estates Lighting and Landscaping District. The common landscaping is maintained on a once every two weeks basis (Level C). In order to maintain this level of service, the City is seeking your support of an increase in the assessment amount you currently pay and establishing an annual Consumer Price Index (CPI) adjustment. The maintained landscaping and improvements visually enhance your neighborhood, add value to the surrounding properties and increase your quality of life.

This letter includes a ballot. The City is requesting you return the enclosed ballot indicating your choice, either approving or disapproving increasing the annual benefit assessment amount, and either approving or disapproving the establishment of an annual CPI adjustment allowance. The approval of the assessment increase and the CPI adjustment will allow the City to make changes in the benefit assessment fee to balance the district's finances and maintain the current level of service. The increased assessment amount will also provide funds to refurbish the districts landscaping over a period of time as reserves are replenished.

Proposal:

A.) Increase the annual benefit assessment amount from a current rate of $49.10 to $69.40.

B.) Establish an annual benefit district CPI adjustment allowance in accordance with California Government Code Section 53739(b)(1).

Please consider the enclosed documents, which include an informational page about the Mansionette Estates District, a ballot form, a return envelope, Notice of Public Hearing and a map depicting the landscape areas maintained by your district.

If you have questions or concerns, you may contact Mario Orosco, Senior Administrative Analyst at 585-2563 or Lou Camara, Director of Public Works at 585-2567. Thank you for your time and consideration.

Attachment: Ballot_2018 Hfd LAD 90-03_Mansionette-Form (Landscape District Funding and Maintenance Information)

INFORMATION

The City is proposing an increase in the Benefit District Assessment Amount in order to keep up with maintenance costs for the common landscape areas in the Mansionette Estates District, **work toward increasing the proposed calendar year 2018 cash balance of $357** and to create a small reserve to help offset any future unexpected maintenance costs (based on the current benefit assessment amount and maintenance costs, the projected calendar year 2019 will have a small cash balance of $23). Keeping the landscaped common areas maintained helps to keep neighborhoods looking good and helps to maintain property values. Currently your district is comprised of 84 lots, with total current year benefit assessments equaling $4,124.40 (80 lots x $49.10 per lot). The projected expenses are detailed as follows:

Annual Benefit District Assessment Reserve (Cash Balance as of Dec. 31, 2016)	**$1,024**
Annual Benefit District Assessment Revenue (100% Assessment Amount Collected for 2017)	**$4,124**
Calendar Year 2017 Projected Expenses	
Contract Services (Landscape Contractor)	$1,118
Electricity	$294
Water	$900
City Forces (Graffiti removal, irrigation repair / modifications, and / or plant replacement)	$1,200
Project Management Costs (Administration and County Collection Fee)	$1,154
Total Projected Annual Expenses	**$4,666**
Projected Calendar Year 2017 Assessment Reserve (Cash Balance)	**$482**
Annual Benefit District Assessment Revenue (Proposed 2017 Collection Amount)	**$4,124**
Calendar Year 2018 Proposed Expenses	
Contract Services (Landscape Contractor)	$1,119
Electricity	$294
Water	$900
City Forces (Graffiti removal, irrigation repair / modifications, and / or plant replacement)	$250
Project Management Costs (Administration, County Collection Fee and Delinquency)	$1,321
Total Proposed Annual Expenses	**$3,884**
Projected Calendar Year 2018 Assessment Reserve (Cash Balance)	**$722**
Annual Benefit District Assessment Revenue (Projected 2018 Collection Amount)	**$4,124**
Calendar Year 2019 Projected Annual Expenses	**$3,884**
Projected Calendar Year 2019 Assessment Reserve (Cash Balance)	**$962**

Adding the proposed calendar year 2018 annual maintenance costs surplus of $240 to the current projected calendar year 2017 cash balance of $482 for your District brings the projected total cash balance to $722. Based on the current benefit district assessment revenue of $4,124 and 2019 proposed expenses of $3,884, the total cash balance for calendar year 2019 is projected to be $962. If approved, the proposed increase in the benefit assessment would increase the total annual benefit district assessment to $5,829.60 (from the existing $4,124.80 total assessment). The cost to you to keep the maintenance up in your District will be **an additional $20.30 per year, or $1.69 per month.** You will see this as an increase in the Property Benefit Assessment included on your County of Kings real property tax bill.

Attachment: Ballot_2018 Hfd LAD 90-03_Mansionette-Form (Landscape District Funding and Maintenance Information)

In addition to the proposed benefit assessment increase, the City is proposing that an annual benefit CPI adjustment allowance be established in accordance with California Government Section 53739(b)(1). The annual benefit assessment amount will be adjusted by the CPI on an annual basis in accordance with the following formula:

Commencing with calendar year 2018 and on January 1 or each calendar year ("Adjustment Date") thereafter during the life of the District, the Total Annual Assessment amount for the next calendar year shall be an amount equal to the greater of:

(i) the Total Annual Assessment amount in effect immediately prior to the Adjustment Date; or

(ii) the product obtained by multiplying the Total Annual Assessment amount in effect immediately prior to the Adjustment Date by a fraction, the numerator of which is the Index published nearest but prior to the Adjustment Date and the denominator of which is the Index published nearest but prior to January 1 of the first year of the Adjustment becomes effective.

The term "Index" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, San Francisco-Oakland-San Jose Consolidated Statistical Area, 1982-1984, equal 100, published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics revises the Index, the Bureau of Labor Statistics will be the sole judge of the comparability of successive indexes, but if that agency fails to supply indexes that it deems comparable or if no succeeding index is published, the City shall determine an appropriate alternative published price index.

This annual CPI adjustment allowance process is already being used in districts created after 2001. If approved, the annual inflation allowance will allow the City to better fiscally manage the district and to more closely match benefit assessment revenue to the actual costs incurred.

On the last page is a ballot which gives you, the property owner, certain options:

A. **Yes. I approve of the proposed Benefit Assessment Increase for Fiscal Year 2017/2018**. If a majority of the returned ballots select this option, it will allow the City to secure funding from your District for the increased costs of maintenance, and over a period of time will repay any outstanding deficit cash balance.

No. I do not approve of the proposed Benefit Assessment Increase for Fiscal Year 2017/2018. If a majority of the returned ballots select this option, it will cause the City to re-evaluate the level of maintenance provided to your District, which will likely result in reduced maintenance, such as reduced watering and/or reduced frequency of mowing and trimming of the common areas.

B. **Yes. I approve of the proposed Annual Benefit CPI Adjustment Allowance**. If a majority of the returned ballots select this option, it will allow the City to secure funding from your District by utilizing a CPI adjustment for inflation formula for the increased costs of maintenance, and over a period of time will repay any outstanding deficit cash balance.

No. I do not approve of the proposed Annual Benefit CPI Adjustment Allowance. If a majority of the returned ballots select this option, it will cause the City to re-evaluate the level of maintenance provided to your District, which may likely result in reduced maintenance, such as reduced watering and/or reduced frequency of mowing and trimming of the common areas.

It is very important that you complete and return your ballot. Ballots that are not returned will not be counted. If the "no" ballots exceed the number of "yes" ballots, the proposed fee increase and automatic CPI adjustment will not occur. If only a few people return ballots to the City, those few people will make the decision for the entire district.

The failure to raise service fees will result in a reduction in maintenance services, which will result in a deterioration of the landscaping and/or other improvements.

The failure to approve the CPI adjustment will mean that the City will have to seek approval of owners for all future increases in service fees, even those small increases that are designed to keep up with inflation. If the CPI adjustment is approved, any future increase in service fees

Attachment: Ballot_2018 Hfd LAD 90-03_Mansionette-Form (Landscape District Funding and Maintenance Information)

that exceed the CPI adjustment will require the City to distribute ballots and seek owner approval.

If you want maintenance of the landscaping and other improvements to remain at the current level, it will be necessary to vote "yes" and to return your ballot to the City.

Notice of Public Hearing

A Public Hearing for this proposal will be held on August 1, 2017, at the hour of 7:00 PM in the Council Chambers of the Civic Auditorium at 400 N. Douty Street, Hanford, CA. The ballots will be counted and the results announced at the end of the Regular Session of the City Council Meeting that same evening. At this meeting, affected citizens will have an opportunity to speak to Council, and may also change their ballot vote if desired.

Attachment: Ballot_2018 Hfd LAD 90-03_Mansionette-Form (Landscape District Funding and Maintenance Information)

City of Hanford City Clerk's Office
319 N. Douty Street
Hanford, CA 93230

June 6, 2017

City of Hanford, City Clerk's Office
319 N. Douty Street
Hanford, CA 93230

Re: **Mansionette Estates, 90-03** District Ballot

BALLOT INSTRUCTIONS

Completion and Return Instructions:

1. Fill out the ballot at the bottom of this page. Be sure to print your name, mark your choice, sign, and date the ballot (the ballot will not be counted without your signature)
2. Fold this page so the address above is visible.
3. Insert this page into the provided return envelope so the Clerk's address is visible through the window of the envelope.
4. Place appropriate postage on the return envelope and mail it.
5. In order to be counted, the ballot must arrive at the above address (City Clerk's Office) on or before 5:00pm, August 1, 2017.
6. ALTERNATIVE DELIVERY: You may also hand deliver the ballot to the City Clerk's office at 319 N. Douty Street, Hanford, CA, on or before 5:00pm on August 1, 2017 **or** hand deliver the ballot to the City Clerk at the time of the Public Hearing on August 1, 2017. If delivered in person, the ballot **must** be in a sealed envelope, or it cannot be accepted.

If you have any question or concerns about the ballot process or Increase in the Annual Benefit District Assessment or Annual Benefit District Assessment Adjustment for Inflation Allowance, please contact Mario Orosco, Senior Administrative Analyst at (559) 585-2563 or Lou Camara, Director of Public Works at (559) 585-2567.

DISTRICT No. 90-03 MANSIONETTE ESTATES BENEFIT DISTRICT

BALLOT

Proposal: **A.)** Increase the annual benefit district assessment amount from $49.10 to $69.40.

B.) Establish an Annual Benefit District Assessment adjustment for inflation allowance.

{FIRST_NAME} {LAST_NAME}, owning property located at {PO_ADDRESS} in the Mansionette Estates Landscape & Lighting Assessment Maintenance District:

(Check one)	**A.)**	**Fee Increase**	☐ APPROVES	☐ DISAPPROVES
(Check one)	**B.)**	**CPI Adjustment**	☐ APPROVES	☐ DISAPPROVES

_____ _____
(Property Owner Signature) (Date)

_____
(Print Name)

Attachment: Ballot_2018 Hfd LAD 90-03_Mansionette-Form (Landscape District Funding and Maintenance Information)

Mansionette Estates LAD No. 90-03.



Attachment: Ballot_2018 Hfd LAD 90-03_Mansionette-Form (Landscape District Funding and Maintenance Information)

LAD HISTORICAL INFORMATION REGARDING DISTRICTS WITH PROPOSED INCREASE IN ASSESSMENT

FY	LAD	DISTRICT	FROM	TO	APPROVED	CPI	ENACTED BY	NOTES
2020		(Decrease & No Change)						
2019	90-01	Pinecastle Addition	$ 84.80	$ 139.50	YES	NO	Ballots	(ASSMT): YES = 50; NO = 47 | (CPI): YES = 34; NO = 55
	90-02	Park Monterey	$ 82.00	~~$ 98.00~~	NO	NO	Ballots	(ASSMT): YES = 4; NO = 5 | (CPI): YES = 2; NO = 7
	92-01	Portofino	$ 50.80	~~$ 85.80~~	NO	NO	Ballots	(ASSMT): YES = 7; NO =15 | (CPI): YES = 6; NO = 16
	94-01	Gateway Estates	$ 26.10	~~$ 48.80~~	NO	NO	Ballots	(ASSMT): YES = 6; NO = 21 | (CPI): YES = 7; NO = 20
	97-01	Rosewood Estates	$ 35.00	~~$ 64.50~~	NO	NO	Ballots	(ASSMT): YES = 5; NO = 6 | (CPI): YES = 4; NO = 7
	97-02	Summer Field	$ 42.70	~~$ 77.40~~	NO	NO	Ballots	(ASSMT): YES = 0; NO = 1 | (CPI): YES = 0; NO = 1
	98-02	Mountain View Estates	$ 53.00	$ 89.00	YES	NO	Ballots	(ASSMT): YES = 14; NO = 13 | (CPI): YES = 13; NO = 14
2018	90-03	Mansionette Estates	$ 49.10	~~$ 69.40~~	NO	NO	Ballots	(ASSMT): YES = 16; NO = 20 | (CPI): YES = 12; NO = 23
	94-01	Gateway Estates	$ 26.10	~~$ 54.60~~	NO	NO	Ballots	(ASSMT): YES = 9; NO = 16 | (CPI): YES = 6; NO = 17
	97-02	Summer Field	$ 42.70	~~$ 67.30~~	NO	NO	Ballots	(ASSMT): YES = 1; NO = 1 | (CPI): YES = 0; NO = 2
2017		(Decrease & No Change)						
2016	91-01	Sierra Vista	$ 18.30	~~$ 28.30~~	NO	NO	Ballots	(ASSMT): YES = 6; NO = 11 | (CPI): YES = 6; NO = 12
2015		(Decrease & No Change)						
2014	97-01	Rosewood Estates	$ 35.00	~~$ 52.60~~	NO	NO	Ballots	(ASSMT): YES = 3; NO = 12 | (CPI): YES = 4; NO = 11
	97-02	Summer Field	$ 42.70	~~$ 68.40~~	NO	NO	Ballots	(ASSMT): YES = 0; NO = 5 | (CPI): YES = 0; NO = 5
2013	90-02	Park Monterey	$ 47.70	$ 82.00	YES	NO	Ballots	
	92-01	Portofino Estates	$ 50.80	~~$ 72.00~~	NO	NO	Ballots	
2012	90-03	Mansionette Estates	$ 49.10	~~$ 70.50~~	NO	NO	Ballots	
	93-02	Walnut Forest	$ 22.60	$ 39.10	YES	YES	Ballots	
2011	94-02	Stonecrest Estates	$ 52.90	$ 85.00	YES	NO	Ballots	
2010		(Decrease & No Change)						
2009	90-03	Mansionette Estates	$ 49.10	~~$ 82.00~~	NO	NO	Ballots	
	92-02	Cielo En Tierra	$ 28.70	~~$ 41.40~~	NO	NO	Ballots	
	93-02	Walnut Forest	$ 22.60	~~$ 46.00~~	NO	NO	Ballots	
2008	92-02	Cielo En Tierra	$ 28.70	~~$ 59.00~~	NO	NO	Ballots	
	94-03	Quail Run Estates	$ 37.00	$ 59.00	YES	NO	Ballots	
2007	90-01	Pinecastle Addition	$ 60.20	$ 84.80	YES	NO	Ballots	
2006		(Decrease & No Change)						
2005		(Decrease & No Change)						
2004		(Decrease & No Change)						
2003		(Decrease & No Change)						
2002	93-01	Vintage Estates	$ 142.70	$ 184.20	YES	N / A	Ballots	
	94-02	Stonecrest Estates	$ 52.90	~~$ 106.70~~	NO	N / A	Ballots	
2001	93-01	Vintage Estates	$ 132.70	$ 142.70	YES	N / A	Ballots	
	94-02	Stonecrest Estates	$ 52.90	~~$ 95.50~~	NO	N / A	Ballots	
2000	94-01	Gateway Estates	$ 21.70	$ 27.90	YES	N / A	Ballots	
	94-02	Stonecrest Estates	$ 27.10	$ 52.90	YES	N / A	Ballots	
1999		(Decrease & No Change)						
1998	90-03	Mansionette Estates	$ 57.40	~~$ 79.00~~	NO	N / A	City Council	Oral/written protests.
			$ 21.70	~~$ 37.40~~	NO	N / A	City Council	Oral/written protests.
1997	93-01	Vintage Estates	$ 17.30	$ 132.70	YES	N / A	City Council	Oral/written protests.
	93-02	Walnut Forest	$ 1.10	$ 22.60	YES	N / A	City Council	Oral/written protests.
1996	92-01	Portofino	$ 62.70	$ 65.70	YES	N / A	City Council	Oral/written protests.
	92-02	Cielo En Tierra	$ 59.40	$ 66.80	YES	N / A	City Council	Oral/written protests.
	94-03	Quail Run Estates	$ 44.20	$ 45.90	YES	N / A	City Council	Oral/written protests. Formation Estimate.

Attachment: LAD Historical Ballots (Landscape District Funding and Maintenance Information)

CITY OF HANFORD

CALIFORNIA

SPECIFICATIONS, PROPOSAL AND AGREEMENT

FOR

MAINTENANCE OF LANDSCAPE ASSESSMENT DISTRICTS

(January 1, 2019 to December 31, 2020)

Craig Miller
Parks and Recreation Director

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

NOTICE TO CONTRACTOR

SEALED PROPOSALS will be received at the office of the Finance Director, 315 North Douty Street, Hanford, 93230, until 2:00 p.m. on September 25, 2018 at which time they will be publicly opened and read for performing work in accordance with Plans and Specifications, therefor, as follows:

Maintenance of Landscape Assessment Districts
(January 1, 2019 to December 31, 2020)

Bids are required for the entire work as described herein:

Maintenance of existing landscape, irrigation systems and litter pickup for 38 districts.

Specifications, Proposals and Agreement packet to be used for bidding can only be obtained at the office of the Parks and Recreation Director, 321 N. Douty Street, Suite #B, Hanford, California, 93230.

No bid will be received unless it is made on a bid form furnished by the City.

In accordance with the provisions of Section 1770 to 1781 of the Labor Code, the City of Hanford has ascertained that the general prevailing rate of wages applicable to the work being done is as per wage scale on file in the City Engineer's Office. The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract. The Contractor agrees to comply with Sections 1810-1817 of the Labor Code prohibiting employment for over eight (8) hours in any one day or forty (40) hours in one week unless compensated at the rate of 1-1/2 times the basic rate of pay (LC 1815). The Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workman's Compensation or to undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this contract.

A representative from the Parks and Recreation Department will be available to accompany prospective bidders for an inspection of the work herein contemplated on Tuesday, September 11, at 8:30 a.m. The meeting will be held at the City Hall Training Room, 319 N. Douty Street.

All bids are to be compared on the basis of the City's estimate of the quantities of work to be done.

No bids will be accepted from a Contractor who has not been licensed in accordance with the provisions of Chapter 9, Division 3 of Business and Professions Code.

The City reserves the right to reject any or all bids.

DEPARTMENT OF FINANCE

DATED: _____ _____

Paula Lofgren
Finance Director

C-1

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

PROPOSAL REQUIREMENTS AND CONDITIONS

1. Proposal Forms

All proposals shall be made upon the blank forms contained within this volume. Proposals submitted on forms other than the one issued to the bidder will be disregarded. Neither the proposal form nor any other portion of this volume shall be detached therefrom. All proposals must give the proposal unit prices in figures, the total bid sum both in writing and in figures and shall be signed in ink by the bidder with his address. Where required on the bid form, bidders must quote on all items, and they are hereby warned that failure to do so may disqualify the bid. When quotations on all items are not required, bidders shall insert the words, "No Bids" in the space provided for any item on which no quotation is made. If the proposal is made by an individual, his name and post office address shall be shown; if made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the proposal shall show the name of the state under the laws of which the corporation was chartered and the names, titles and business addresses of the president, secretary and treasurer.

Bids shall be delivered to the City of Hanford Department of Finance on or before the day and hour set for the opening of bids in the advertised "Notice to Contractor." The bids shall be submitted in a sealed envelope and shall bear the title of the work and the name of the bidder.

It is the sole responsibility of the bidder to see that his bid is received by the proper time. All bids received after the scheduled closing time for receipt of the bids shall be returned to the bidder unopened.

2. Examination of Specifications, Special Provisions and Site of the Work

The bidder shall examine carefully the site of the work contemplated and the proposal, specifications and contract forms therefor. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered regarding the character, quality and quantities of work to be performed, the materials to be furnished and as to the requirements of these specifications, the Special Provisions and the contract. It is mutually agreed that the submission of a proposal shall be considered "prima facie" evidence that the bidder has made such examination.

3. Interpretation of Project Documents

Bidders, prospective subcontractors, manufacturers and suppliers may request interpretation of the project documents prior to bid opening. Requests shall be directed in writing to the office of the Parks and Recreation Director, 321 N. Douty Street, Suite #B, Hanford, California. Requests to clarify the source of materials, equipment, suppliers or any other such matter which does not modify, change, increase or decrease the scope of work requires no action by the Owner other than a response

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

to the bidder requesting the clarification. Requests to clarify possible ambiguous, conflicting, incomplete statements or designs or any other such clarification which modifies, changes, increases or decreases the scope of work requires issuance of an addendum by the Owner for the interpretation to become effective.

4. Bid Prices

Bid prices shall include everything necessary for the completion of the work, including but not limited to providing the materials, equipment, tools, plant and other facilities and the management, superintendence, labor and services. Bid prices shall include allowance for federal, state and local taxes.

5. Withdrawal of Proposals

Any bid may be withdrawn at any point prior to the hour fixed in the Notice to Contractors for the opening of bids, provided that a request in writing executed by the bidder or his duly authorized representative for the withdrawal of such bid is filed with the City Director of Finance. The withdrawal of a bid will not prejudice the right of the bidder to file a new bid.

Whether or not bids are opened exactly at the time fixed in the advertised Notice to Contractors, a bid will not be received after that time nor may a bid be withdrawn after the time fixed in such notice.

6. Rejection of Proposals

Proposals may be rejected if they show any alternations of form, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind. The City of Hanford reserves the right to reject any and/or all proposals.

7. Qualification of Bidder

Bidder shall certify that he is, at the time of bidding and shall be throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the project manual. Bidder shall further certify that he is skilled and regularly engaged in the general class and type of work called for in the project manual.

The bidder also certifies that he is knowledgeable of the unusual and peculiar hazards associated with the general class and type of work required to maintain the specified district within the terms given in the project manual. Bidder shall be competent and skilled in the protective measures necessary for the safe performance of the maintenance work with respect to such unusual and peculiar hazards.

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

8. Disqualification of Bidders

More than one proposal from an individual, a firm or partnership, a corporation or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in future proposals. Proposals in which the prices are obviously unbalanced may be rejected.

9. Designation of Subcontractors

All subcontractors doing work in excess of one-half of one percent (1/2%) of the total bid amount shall be designated on the blank form contained within this volume. Failure to list subcontractors may render a bid nonresponsive and may be grounds for rejection of bids.

10. Addenda

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Specifications, Proposal and Agreement or other proposed Contract Documents or finds discrepancies in or omissions from the drawings or Specifications, he may submit to the City Engineer a written request for an interpretation or correction thereof. The person submitting the request shall deliver said request at least seven (7) days prior to the bid opening date. Any interpretation or correction of the proposed documents will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City Council will not be responsible for any other explanations or interpretations of the proposed documents.

Each bid form shall include specific acknowledgement in the space provided of receipt of all addenda issued and mailed by the owner during the bidding period. Failure to so acknowledge may result in the bid being rejected as not responsive.

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

1. Award of Contract

Upon review of the proposals, the contract will be awarded and executed per Section 2 of the City Standards and these contract documents. The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

The City of Hanford, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color or national origin.

The City Council, however, reserves the right to reject any or all bids and to waive any informality or irregularity in bids received. The City Council also reserves the right to reject the bid of any bidder who has previously failed to perform properly or did not complete on time contracts with the City of Hanford of a nature similar to this project.

Such award, if made, will be made within sixty (60) days after the opening of the proposals. All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

2. Execution of Contract

The contract shall be signed by the successful bidder and returned, together with satisfactory evidence of insurance as provided in this section, within twenty (20) calendar days after the bidder has received notice that the Contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

3. Insurance

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
Contractor will maintain the following coverage, and coverage shall be at least as broad as:

A. Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies,**

either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be FOUR MILLION AND NO/100 DOLLARS ($4,000,000), twice the required occurrence limit.

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

2. **Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than ONE MILLION AND NO/100 DOLLARS($1,000,000) per accident for bodily injury and property damage.**

3. **Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS ($1,000,000) per accident for bodily injury or disease. In addition, Contractor shall require each subcontractor to similarly maintain worker's compensation insurance or employer's liability insurance in accordance with the laws of the State of California for all of subcontractor's employees. Any notice of cancellation, non-payment of premium, non-renewal or modification of any workers' compensation policies must be received by the City at least ten (10) days prior to such cancellation, non-renewal or modification.**

4. Minimum Limits of Insurance:

If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Contractor's insurance policies shall be "occurrence" policies and not "claims-made" coverage. If Contractor maintains additional coverage for higher limits than those required herein, the City shall be entitled to additional coverage or higher limits maintained by Contractor.

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

C. <u>Deductibles and Self-Insured Retentions</u>

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

D. <u>Other Insurance Provisions</u>

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

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

1. **General Liability-Automobile Liability Coverages.**

   a. **The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations; products used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.**

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

   c. **Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City.**

   d. **These policies of insurance shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with the policies of insurance obtained by Contractor.**

   e. **These policies of insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.**

   f. **The insurer shall agree to waive all rights of subrogation against City, its officials, officers, agents, employees and volunteers for losses arising from work performed by Contractor for City.**

   g. **Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.**

   h. **The insurance provided by these policies shall not be suspended, voided, cancelled, modified or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.**

E. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII and which are licensed to conduct business in California.

F. **Verification of Coverage**

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

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

G. Waiver of Subrogation

Contractor hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Contractor agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

H. Special Risks or Circumstances

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

I. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

J. City Indemnification

To the fullest extent allowable by law, Contractor agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims. Demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Contractor's or its owners, directors, officers, managers, employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and Contractor's responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole negligence or willful acts. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement.

(DO NOT DETACH)
BID PROPOSAL

City of Hanford **Date:** _____
315 N. Douty Street

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

The undersigned, as bidder, declares that we have received and examined the project entitled, Maintenance of Landscape Assessment Districts (January 1, 2019 to December 31, 2020) and will contract with the Owner, on the form of agreement provided herewith, to do everything required for the fulfillment of the contract to:

Provide Maintenance for Landscaping Assessment Districts (January 1, 2019 to December 31, 2020) at the prices and on the terms and conditions herein contained.

We agree that the contract documents include all parts of this project document as well as all referenced federal, state and local agency requirements.

We acknowledge that addenda numbers _____ through _____ have been received and have been examined as part of the project.

If our bid is accepted, we agree to sign the agreement without qualifications and to submit the required evidences of insurance within 20 calendar days after receiving written notice of the award of the contract.

It is further understood and agreed that:

(a) In case of a discrepancy between words and figures, the words shall prevail, and in case of adiscrepancy between unit prices and totals, the unit price shall prevail.

(b) The City reserves the right to eliminate any section of this proposal from the contract without claim of the contractor for profits lost.

(c) No verbal agreement or conversation with any officer, agent or employee of the City, either before or after execution of the Agreement, shall affect or modify any of the terms or, obligations of this proposal.

(d) The City will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will the bidder be released on account of errors.

(e) The undersigned bidder is properly licensed in accordance with the State of California Act providing for the registration of Contractors.

(f) If the proposal shall be accepted and undersigned shall fail to contract as aforesaid within TWENTY (20) CALENDAR DAYS after the bidder has received notice from the City Council that the contract is ready for signature, the City Council may, at its option, determine that the bidder has abandoned the contract, and thereafter this proposal and the acceptance thereof shall be null and void.

We further agree, if our bid is accepted and a contract for performance of the work is entered into with the Owner, to so plan work and to prosecute it with such diligence that the work shall be completed within the time stipulated.

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

Commencing with the calendar year January 1, 2019, and January 1 of each calendar year ("Adjustment Date") thereafter during the life of this contract, the Total Annual Subdivision Assessment amount for the next calendar year shall be an amount equal to the greater of:

(i) The total Annual Subdivision Assessment amount in effect immediately prior to the Adjustment Date; or

(ii) the product obtain by multiplying the Total Annual Subdivision Assessment in effect immediately prior to the Adjustment Date by a fraction, the numerator of which is the Index published nearest but prior to the Adjustment Date and the denominator of which is the Index published nearest put prior to January 1 of the first year the Subdivision Assessment became effective.

The term "Index" means the Consumer Price Index for Urban Wage Earnings and Clerical Worker, San Francisco-Oakland-San Jose Consolidated Statistical Area, 1982-1984, equals 100, published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics revises the Index, the Bureau of Labor Statistics will be the sole judge of the comparability of successive indexes, but if that agency fails to supply indexes that it deems comparable or if no succeeding index is published, the City shall determine an appropriate alternative published price index.

_____
Name of Bidder

_____
Contractor's License No.

_____
Signature of Bidder

_____
Title of Signator

_____ _____
Witness **Address of Bidder**

_____ _____
Title of Witness **State of Incorporation**

BID SCHEDULE

PROJECT TITLE: Maintenance of Landscape Assessment Districts (bid for initial 12 months)

PROJECT: Quadrant One

Proposal may be rejected by the City Council if they show any alteration of form, addition not called for, conditional o alternative bids, incomplete bids, erasures or irregularities of any kind. The right is reserved by the City Council to reject a proposals and to waive any irregularities in any bid at its discretion.

Instructions: Contractor is to bid each quadrant and each district within each quadrant at all five (A, B, C, D, E) levels of servic (see Levels of Service page S-7) at a monthly cost for the initial twelve months (1/1/19 -12/31/19). The City reserves the right t

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

LAD NO.	DESCRIPTION	LEVEL A	LEVEL B	LEVEL C	LEVEL D	LEVEL E
90-01	Pinecastle (240)	$_____	$_____	$_____	$_____	$_____
92-01	Portofino (245)	$_____	$_____	$_____	$_____	$_____
94-01	Gateway Estates (249) Subdivision Frontage	$_____	$_____	$_____	$_____	$_____
	Interior Basin Frontage	$_____	$_____	$_____	$_____	$_____
97-02	Summerfield Addition (253)	$_____	$_____	$_____	$_____	$_____
98-01	Crystal Springs (255)	$_____	$_____	$_____	$_____	$_____
04-04	Sierra Heights (266) Subdivision Frontage	$_____	$_____	$_____	$_____	$_____
	Interior Basin Frontage	$_____	$_____	$_____	$_____	$_____
05-01	Mission Park (267) Subdivision Frontage	$_____	$_____	$_____	$_____	$_____
	Interior Basin Frontage	$_____	$_____	$_____	$_____	$_____
14-01	The Greens II (275)	$_____	$_____	$_____	$_____	$_____
	TOTAL COLUMN QUADRANT ONE	$_____	$_____	$_____	$_____	$_____

select the service for each district which will determine the bid price. Contractors are cautioned to make sure amounts ar adequate for each level. Each quadrant bid will be awarded to a contractor at a service level which will be determined by th City.

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

BID SCHEDULE

PROJECT TITLE: Maintenance of Landscape Assessment Districts (bid for initial 12 months)

PROJECT: Quadrant Two

LAD NO.	DESCRIPTION	LEVEL A	LEVEL B	LEVEL C	LEVEL D	LEVEL E
90-02	Park Monterey (241)	$_____	$_____	$_____	$_____	$_____
90-03	Mansionette (242)	$_____	$_____	$_____	$_____	$_____
94-02	Stonecrest (250) Subdivision Frontage	$_____	$_____	$_____	$_____	$_____
	Park Frontage	$_____	$_____	$_____	$_____	$_____
	Railroad Frontage	$_____	$_____	$_____	$_____	$_____
94-03	Quail Run Estates (251)	$_____	$_____	$_____	$_____	$_____
	Interior Park	$_____	$_____	$_____	$_____	$_____
01-02	Cambridge Homes (258) Subdivision Frontage	$_____	$_____	$_____	$_____	$_____
	Railroad Frontage	$_____	$_____	$_____	$_____	$_____
01-03	Poppy Hills (259)	$_____	$_____	$_____	$_____	$_____
04-02	Cambridge Homes (264-Majesty) Subdivision Frontage	$_____	$_____	$_____	$_____	$_____
	Interior Basin Frontage	$_____	$_____	$_____	$_____	$_____
06-01	Quail Park (269)	$_____	$_____	$_____	$_____	$_____
	Interior Park	$_____	$_____	$_____	$_____	$_____
	Railroad Frontage	$_____	$_____	$_____	$_____	$_____
	TOTAL COLUMN QUADRANT TWO	$_____	$_____	$_____	$_____	$_____

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Instructions: Contractor is to bid each quadrant and each district within each quadrant at all five (A, B, C, D, E) levels of service (see Levels of Service page S-7) at a monthly cost for the initial twelve months (1/1/19 -12/31/19). The City reserves the right to select the service for each district which will determine the bid price. Contractors are cautioned to make sure amounts are adequate for each level. Each quadrant bid will be awarded to a contractor at a service level which will be determined by the City.

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

BID SCHEDULE

PROJECT TITLE: Maintenance of Landscape Assessment Districts (bid for initial 12 months)

PROJECT: Quadrant Three

LAD NO.	DESCRIPTION	LEVEL A	LEVEL B	LEVEL C	LEVEL D	LEVEL E
92-02	Cielo en Tierra (246)	$_____	$_____	$_____	$_____	$_____
93-01	Vintage Estates (247)	$_____	$_____	$_____	$_____	$_____
01-01	Pacific Grove (257) Subdivision Frontage	$_____	$_____	$_____	$_____	$_____
	Interior Basin Frontage	$_____	$_____	$_____	$_____	$_____
01-04	Silver Oaks (260)	$_____	$_____	$_____	$_____	$_____
03-01	Le Parc (262) Subdivision Frontage	$_____	$_____	$_____	$_____	$_____
	Railroad Frontage	$_____	$_____	$_____	$_____	$_____
04-03	Cambridge Homes (265-Vineyards) Subdivision Frontage	$_____	$_____	$_____	$_____	$_____
	Interior Park	$_____	$_____	$_____	$_____	$_____
	Railroad Frontage	$_____	$_____	$_____	$_____	$_____
05-02	Copper Valley (268)	$_____	$_____	$_____	$_____	$_____
09-01	Victory Estates (270)	$_____	$_____	$_____	$_____	$_____
15-01	Silver Oaks III (274) Subdivision Frontage	$_____	$_____	$_____	$_____	$_____
	Interior Park	$_____	$_____	$_____	$_____	$_____
TOTAL COLUMN QUADRANT THREE		$_____	$_____	$_____	$_____	$_____

Proposal may be rejected by the City Council if they show any alteration of form, addition not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind. The right is reserved by the City Council to reject all proposals and to waive any irregularities in any bid at its discretion.

Instructions: Contractor is to bid each quadrant and each district within each quadrant at all five (A, B, C, D, E) levels of service (see Levels of Service page S-7) at a monthly cost for the initial twelve months (1/1/19 -12/31/19). The City reserves the right to select the service for each district which will determine the bid price. Contractors are cautioned to make sure amounts are adequate for each level. Each quadrant bid will be awarded to a contractor at a service level which will be determined by the City.

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

BID SCHEDULE

PROJECT TITLE: Maintenance of Landscape Assessment Districts (bid for initial 12 months)

PROJECT: Quadrant Four

LAD NO.	DESCRIPTION	LEVEL A	LEVEL B	LEVEL C	LEVEL D	LEVEL E
90-04	Hyde Park (243)	$_____	$_____	$_____	$_____	$_____
91-01	Sierra Vista/ New Dimensions (244)	$_____	$_____	$_____	$_____	$_____
93-02	Walnut Forest (248)	$_____	$_____	$_____	$_____	$_____
	Slough Frontage	$_____	$_____	$_____	$_____	$_____
97-01	Rosewood Estate (252)	$_____	$_____	$_____	$_____	$_____
97-03	Country Crossing (254)	$_____	$_____	$_____	$_____	$_____
98-02	Mountain View (256)	$_____	$_____	$_____	$_____	$_____
02-01	Ashton Park (261)	$_____	$_____	$_____	$_____	$_____
04-01	Sidonia (263)	$_____	$_____	$_____	$_____	$_____
04-01	Sidonia II (263)	$_____	$_____	$_____	$_____	$_____
09-02	Independence (271)	$_____	$_____	$_____	$_____	$_____
14-01	Independence Unit III & IV (273)	$_____	$_____	$_____	$_____	$_____
07-02	Greenbrier Gardens(272)	$_____	$_____	$_____	$_____	$_____
16-02	Mynderup	$_____	$_____	$_____	$_____	
	TOTAL COLUMN QUADRANT FOUR	$_____	$_____	$_____	$_____	$_____

Proposal may be rejected by the City Council if they show any alteration of form, addition not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind. The right is reserved by the City Council to reject all proposals and to waive any irregularities in any bid at its discretion.

Instructions: Contractor is to bid each quadrant and each district within each quadrant at all five (A, B, C, D, E) levels of service (see Levels of Service page S-7) at a monthly cost for the initial twelve months (1/1/19 -12/31/19). The City reserves the right to select the service for each district which will determine the bid price. Contractors are cautioned to make sure amounts are adequate for each level. Each quadrant bid will be awarded to a contractor at a service level which will be determined by the City.

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

C-11C
CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of award, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents, under California Contractors License Number _____, and which has an expiration date of _____. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents, and shall provide a list of projects available for inspection employing the same repair techniques.

In accordance with the requirements of Section 9 on Page C-3, the bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder expressly acknowledges that he is aware of and has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work.

The bidder and its employee or agent signing this Certification declares under penalty of perjury that the foregoing statements and representations are true and correct and will remain true and correct throughout the period of the contract.

Signed this ____ day of _____20____.

_____
Name of Bidder

_____
Contractor's License No. & State

_____
Signature of Bidder

_____
Title of Signator

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

C-12

DESIGNATION OF SUBCONTRACTORS

The undersigned certifies that he has used the sub-bids of the following listed subcontractors in making up his bid, and that the duly licensed subcontractors listed will be used for the work for which they bid, subject to the approval of the Engineer, and in accordance with the applicable provisions of these specifications and plans. If no subcontractors will be on the job, write "None" across form. All subcontractors used for the work must be listed per Section 4104(a) of the Public Contract Code.

ITEM #	SUBCONTRACTOR	ADDRESS & TELEPHONE NO.	STATE LICENSE NO.

Date _____

Bidder's Name _____

Address _____

Authorized Signature _____

_____

Type of Organization
(Individual, Partnership or Corporation)

Telephone Number _____

(DO NOT DETACH)

AGREEMENT

C-13

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

THIS AGREEMENT, made and entered into this ____ day of _____ in the year 20____, by and between the City of Hanford, a municipal corporation organized and existing in the County of Kings under and by virtue of the laws of the State of California hereinafter designated as the City, and

_____

hereinafter designated as the Contractor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

Article I

The Contract Documents consist of the Notice to Contractors, Proposal, this Agreement, the accepted Bid, Non-Collusion Affidavit, General Provisions, Special Provisions and all Addenda as prepared prior to date of bid opening, setting forth any modifications or interpretations of any of said documents. All of the provisions of said Contract Documents are hereby incorporated in and made a part of this Agreement as truly as if fully set forth herein.

This is a public works project as defined in Labor Code Section 1771 subject to the prevailing wage requirements of Labor Code Sections 1770 through 1781. Copies of the relevant prevailing rates are on file in the office of the City Engineer and shall be made available upon request.

Article II

For and in consideration of the payments and agreements to be made and performed by the City of Hanford as set forth in said Documents, the Contractor agrees with the City to:

Maintain Landscape Assessment Districts (Quadrants _____) for the period of January 1, 2019 to December 31, 2020.

For which award of contract was made to furnish at his/her own proper cost and expense all tools, equipment, services, labor and materials necessary therefore, and to do everything required by said Contract Documents.

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

Article III

For furnishing all said services and materials, obtaining all permits and licenses of a temporary nature; furnishing and removing all plant, temporary work structures, tools and equipment, and doing all the work

contemplated and embraced in this Agreement; also for all loss and damage arising out of the nature of the aforesaid work during its progress or prior to acceptance, from the action of the elements, from any unforeseen difficulties which may arise to be encountered in the prosecution of the work, and for all other risks of any description connected with the work; also for all expense incurred by or in consequence of the suspension or discontinuance of work, except such as in the said Contract Documents are expressly stipulated to be borne by the City; and for well and faithfully completing the work and the whole thereof within the stipulated time and in the manner shown and described in said Documents and in accordance with the requirements of the Parks and Recreation Director under them; the City will pay and the Contractor will receive in full compensation therefor the price set forth by him in the accepted bid. The total compensation to be paid will be computed on the basis of the quantity of work actually performed in accordance with the Contract Documents, and paid for at the stipulated contract unit or lump sum prices, as the case may be.

Article IV

The City hereby promises and agrees with the said Contractor to employ and does hereby employ the said Contractor to provide the material and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents; and the said Parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Article V

No work, services, material or equipment shall be performed or furnished under this Agreement unless and until a Notice To Proceed has been given to the Contractor by the City, which notice shall be given within FIVE (5) CALENDAR DAYS from the date of signing the contract, and the Contractor shall commence work within on January 1, 2019.

Article VI

To the fullest extent allowable by law, Contractor agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents, or volunteers may sustain or incur as a consequence of or are in any way related to Contractor's or its owners, directors, officers, managers, employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and Contractor's responsibilities and obligations to be performed under this agreement or its failure to comply with any of its obligations or responsibilities contained in this agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from City's sole or active negligence or willful acts. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement.

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

(This affidavit shall be executed by the successful bidder in accordance with instructions in the Federal Requirements in this booklet, but bidder may execute the affidavit on this page at the time of submitting his bid).

NON-COLLUSION AFFIDAVIT

To the City of Hanford, Department of Parks and Recreation:

The undersigned in submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Maintenance of Landscape Assessment Districts (Quadrants _____) for period of January 1, 2019 to December 31, 2020.

_____
Name of Bidder (Type or Print)

_____
Signature of Bidder

_____
Business Address

State of California)
)ss
County of _____)

Subscribed and sworn to before me on _____day of _____, 20 _____

_____
Type or print name of Notary Public)

Notary Public in and for the County of _____, State of California
(County)

(seal)

_____
(Signature of Notary Public)

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

IN WITNESS WHEREOF: The parties hereto have caused this contract to be executed the day and year first above written.

CONTRACTOR	CITY OF HANFORD, CALIFORNIA
_____	**BY** _____
	Mayor
_____	
_____	**ATTEST:**
Signature	
_____	_____
Title	**City Clerk**
License No. _____	**APPROVED AS TO CONTENT:**
ATTEST:	
_____	_____
BY	**Parks and Recreation Director**
_____	**APPROVED AS TO FORM:**
Title	
	_____
	City Attorney

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

EQUAL OPPORTUNITY

1. **Selection of Labor:**

During the performance of this contract, the Contractor shall not discriminate against labor from any other State, possession or territory of the United States.

2. **Employment Practices:**

During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruiting advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provision of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or worker's representative of the Contractor's commitments under this Section 2, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of this Section 2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the City of the Federal Agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

a. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

d. Information and Reports: The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Agency to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City of the Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

e. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it or the Federal Agency may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the contractor under the contract until the Contractor complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The Contractor shall include the provisions of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the City or the Federal Agency may direct as a means of enforcing such provisions, including sanctions for non-compliances: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor of supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SUBLETTING OR ASSIGNING THE CONTRACT

1. The Contractor shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any items designated by the City as "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the contractor with his own organization.

   a. "His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with of without operators.

   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. In addition to the 50 percent requirement set forth in paragraph 1 above, the Contractor shall furnish (a) a competent superintendent or foreman who is employed by him, who has full authority to direct performance of the work in accordance with the contract requirements, and who is in charge of all construction operations (regardless of who performs the work), and (b) such other of his own organizational capability and responsibility (supervision, management, and engineering services) as the City contracting officer determines is necessary to assure the performance of the contract.

3. The contract amount upon which the 50 percent requirement set forth in paragraph 1 is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

4. Any items that have been selected as "Specialty Items" for the contract are listed as such in the Special Provisions, Bid Schedule, or elsewhere in the contract documents.

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

5. **No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the City contracting officer, or his authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Request for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and accompanied by (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the contractor that the labor standards provisions set forth in this contract shall apply to labor performed on all work encompassed by the request.**

SAFETY: ACCIDENT PREVENTION

In the performance of this contract, the Contractor shall comply with all applicable Federal, State and Local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility, or as the City contracting officer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under Construction Safety and Health Standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

NON SEGREGATED FACILITIES

(Applicable to Federal-Aid construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity clause).

By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement, as appropriate, the bidder Federal-Aid construction contractor, subcontractor material supplier, as appropriate, certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. He agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on

the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He agrees that (except where he has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), he will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements,

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exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

OVERTIME REQUIREMENTS

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (1), in the sum of $10, for each calendar day in which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1).

(3) Withholding for unpaid wages and liquidated damages. The Department of the Treasury may withhold or cause to be withheld from any monies payable on account of work performed by the Contractor or subcontractor such sum as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2).

(4) Subcontracts. The Contractor shall insert in any subcontracts the clause set forth in subparagraph (1), (2) and (3) of this paragraph and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring the insertion in any further subcontracts that may in turn be made.

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SPECIAL PROVISIONS

FOR

MAINTENANCE OF LANDSCAPE ASSESSMENT DISTRICTS

(January 1, 2019 to December 31, 2020)

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SECTION I - GENERAL REQUIREMENTS

GENERAL

City Standards and Specifications may be obtained from the office of the City Engineer. Much information about bidding and performing this work is contained therein and not repeated in these documents. Should the Specifications, Special Provisions or Construction Standards appear in conflict or not specifically direct with the item in question, the Contractor shall refer to the City Engineer whose determination will be final.

SCOPE OF WORK

The work as specified in these documents shall include furnishing all labor, materials, tools and equipment, unless otherwise specified, that is required to perform complete landscape maintenance of the contract areas. Maintenance shall include but not be limited to irrigation, pruning, shaping and training of trees, shrubs and ground covers, fertilization, weeding, weed control, pesticide application, control of plant diseases and pests, mowing, maintaining the area(s) in safe, attractive usable condition and maintain plant turf condition with horticultural acceptable growth and color and as otherwise spelled out herein. All work shall be performed in a professional workman-like manner, using high-quality equipment and materials, all of which must be properly used, maintained and operated.

PUBLIC CONVENIENCE AND SAFETY

Attention is directed to Section 7-1.08 and 7-1.09 of the Caltrans Standard Specifications.

The Contractor shall be responsible for the control of traffic, vehicular and pedestrian, during all phases of the work and shall furnish all barricades, traffic cones, lights, warning and directional signs, flagmen and any other control measures needed for safety of the public and the workmen while permitting public passage. The Contractor shall provide safe vehicular and pedestrian access ways for the public to reach the homes and businesses during the time of the project. All cost incurred for labor, material, equipment and supervision for public safety and public convenience shall be considered as being included in the bid amount and no additional payment will be made therefor.

ORDER OF WORK

Scheduling of Work The Contractor shall accomplish all normal landscape maintenance operations required under this contract between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. Individual exceptions may be made to normal working hours at the discretion of the Parks and Recreation Director or his assigned designee/Park Superintendent. No maintenance operations which cause excessive noise shall be performed before 8:00 a.m.

The Contractor shall set up a written work schedule to be followed in performing the contract maintenance operations. A copy of this schedule shall be provided to the Parks Superintendent before starting any work. Changes in scheduling shall be reported immediately in writing to the Parks Superintendent. If said work is not accomplished in a satisfactory manner, a payment reduction shall occur.

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Scheduling Irrigation **The Contractor shall provide the Parks Superintendent with a written schedule of irrigation for each district maintained. Schedule shall include the following:**

a) watering days
b) beginning and ending time of watering period,
c) amount of cycle starts.

No watering shall be permitted on Mondays, Thursdays and Fridays, without permission of the Parks Superintendent.

SAFETY REGULATIONS FOR WORKMEN

This contract is regulated by Title 29, Chapter 17, Part 1910 of the Federal Labor Code, the Williams-Steiger Occupational Safety and Health Act of 1970, additions to the Code and the California Industrial Safety code. The Contractor's operations shall be governed by the most stringent of regulations embodied in the foregoing safety laws. The cost of measures taken by the Contractor for compliance with said regulations shall be included in unit bid items of construction and no payment will be made therefor.

PRE-BID CONFERENCE

A pre-bid conference shall be held among the Contractors and representatives of the City of Hanford. The conference is scheduled for Tuesday, September 11, 2018, at 8:30 a.m. at the City of Hanford Training Room, 319 N. Douty Street.

RIGHT TO OCCUPY OR USE

The owner reserves the right to occupy or use any part of the project and/or grounds when the Parks Superintendent deems the same to be safe for use or occupancy. The exercising of this right shall in no way constitute an acceptance of such parts or any part of the work nor shall it in any way affect the dates and times when payments shall become due from the owner to the Contractor nor shall it in any way prejudice the owner's rights in the contract or any bonds guaranteeing the same, the contract to be deemed completed only when all the work contracted for shall be duly and properly performed and accepted by the owner.

PUBLIC UTILITIES AND ADJACENT PROPERTY

Attention is directed to Section I, Paragraph 6.18 and 6.19 of the Standard Specifications regarding preservation of property and responsibility for damage. Due care shall be exercised to avoid injury to existing improvements or facilities and adjacent property.

The Contractor's attention is directed to the possible existence of water lines and other underground improvements. All reasonable precautions shall be taken to preserve and protect any such improvements.

WATERING

Irrigation systems shall be maintained, repaired and adjusted to prevent wetting of adjacent streets and water waste during the irrigation cycle. No irrigation is allowed on Monday, Thursday and Friday. Even Quadrants shall only water on Tuesday, and Saturday; odd Quadrants shall only water on Wednesday, and Sunday, unless permission is granted by the Parks Superintendent.

TERMS OF CONTRACT

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The services to be performed pursuant to this Agreement shall be for the term of January 1, 2019 through December 31, 2020.

INDEPENDENT CONTRACTOR

Contractor is an independent Contractor and not an employee of the City. Contractor shall not subcontract any of the services required hereunder without written approval of the City.

ADMINISTRATION CONTRACT

The work under this contract is to be administered by the City of Hanford Parks and Recreation Department.

LICENSES

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the City.

TERMINATION

The City may terminate this Agreement at any time for any reason by giving notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In such event, all finished and unfinished documents and other materials shall, at the option of the City, become its property. If the Agreement is terminated by the City, as provided for herein, the Contractor shall be paid for the phases satisfactorily completed prior to the date of termination and in the amounts set forth, less compensation, if any, to the City for damages suffered as a result of the Contractor's failure to comply with the terms of this Agreement.

TERMINATION OF AGREEMENT FOR CAUSE

The City may terminate the whole or any part of this Agreement in any of the following circumstances:

A. If the Contractor fails to perform the services called for by this Agreement within the time specified herein or any extension thereof; or if the Contractor fails to perform the services called for by this Agreement, fails to make progress as to endanger performance of this Agreement in accordance with its terms or otherwise breaches the terms of the Agreement and does not correct such failure or breach within a period of ten (10) days (or longer as the City may authorize in writing) after receipt of notice from the City specifying such failure.

In the event the City terminates this Agreement in whole or in part as provided in paragraph "A" above, the City may procure, upon such terms and such manner as it may determine, appropriate services similar to those determined.

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Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes include, but are not limited to, acts of God or of the public

enemy, floods, epidemics, quarantine restrictions, strikes and unusually severe weather; but in the event the failure to perform is caused by the default of a subcontractor, the Contractor shall not be liable for failure to perform unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time and within budgeted resources to permit the Contractor to meet the required delivery schedule or other performance requirements.

Should the Agreement be terminated as provided in paragraph "A" above, the Contractor shall provide the City with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the Contractor pursuant to this Agreement.

Upon termination as provided in paragraph "A" above, the Contractor shall be paid the value of the work performed, less payments of compensation previously made. The values of the work performed shall equal the proportionate percentage of the maximum compensation stated in compensation otherwise payable to the Contractor shall be reduced by the amount of damages sustained by the City as a result of the Contractor's failure to comply with the terms of the Agreement.

If, after notice of termination of this Agreement, as provided for in this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, then the rights and obligations of the parties shall be the same as if the Agreement has been terminated for convenience of the City.

MEASUREMENT AND PAYMENT

General. Attention is directed to Section I, Paragraphs 8.01 through 8.07 of the Standard Specifications which includes procedures for determination of payments, compensation for extra work by force account, partial payments and final payments.

Extra Work. Extra work, when ordered and accepted, shall be paid for under a written contract change order in accordance with terms therein provided and as provided in Section I, Paragraph 3.02 of the Standard Specifications. Payment for extra work shall be made at the unit price or lump sum as indicated on the contract change order. A request for bids on individual districts (either existing or new) shall be submitted to all contractors awarded a contract under this initial bid.

METHOD OF PAYMENT

The Contractor will be paid monthly in arrears for work performed satisfactorily under this contract. By the fifth of each month, the Contractor shall submit a report of work performed and materials used. The report shall be accompanied by a billing in accordance with the bid price for work performed and will become the basis for payment. The City shall pay the Contractor within 30 days following receipt of invoice, subject to City accounting practices.

Payments Withheld. The City may withhold payments to such extent as may be necessary to protect the City from loss due to:

1. **Work required in the specifications which is not performed, incomplete or substandard.**
2. **Claims filed or reasonable evidence indicating probable filing of claims.**
3. **Failure of Contractor to properly make payments to subcontractors or suppliers.**
4. **A reasonable doubt that the contract can be completed for the balance then unpaid.**

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Penalty Assessments. **Downward adjustments in contract price for work required in contract will be made for poor quality turf, plants, poor quality and/or incomplete work, unsatisfactory or non-performance.**

In addition to any deductions made for poor quality turf, plants, poor quality and/or incomplete work, unsatisfactory or nonperformance, the City of Hanford also reserves the right to assess a penalty of $100 per occurrence for failure to perform any part of work covered in this contract.

Materials. **All materials required to complete the work under the contract shall be furnished by the Contractor unless otherwise specified in the special provisions.**

Extension of Contract. **The City of Hanford reserves the right to negotiate with the Contractor and extend this contract for an additional two-year period.**

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SECTION II - CONTROL OF THE WORK

GENERAL

The Parks Superintendent shall make the final decision on all questions which may arise as to the quality for acceptability of materials and of the work including, but not limited to, the authority of the Parks

Superintendent, interpretation, coordination and changes in plans, control of work and equipment, changes to prescribed schedules of service and inspection shall conform to the specifications as indicated in this Special Provisions.

QUALITY OF WORK

All work shall be performed in keeping with the best professional landscape maintenance practices.

PROTECTION OF EXISTING UTILITIES

All existing gas pipes, oil lines, conduits, wires, sewers, drains, manholes, water lines and fire hydrants, street signs, power poles, fences, street lights and underground electrical systems and other structures which are not, in the opinion of the Engineer, required to be changed in location shall be kept supported and protected from injury by the Contractor. In case of injury, they shall be restored by the Contractor, without additional compensation, to as good a condition as that in which they were found.

PERSONAL LIABILITY

The officers and employees of the Engineer, and their consultants, authorized assistants or agents, shall not be personally responsible for any liability arising under or by virtue of the contract.

CLEAN UP

All areas covered by this contract shall be kept free of, but not limited to, all debris generated by pruning, trimming, weeding and other operations as well as bottles, cans and papers on the level of service basis.

All trash and debris are to be disposed of at the Contractor's expense.

SPECIFICATIONS FOR FERTILIZATION

Time of application and analysis of fertilizer to be approved prior to application by the Parks Superintendent.

A two day notice shall be given the Parks Superintendent prior to all fertilizer applications with location of application.

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LEVELS OF SERVICE

Levels of Service shall be maintained per specifications of this contract. Funding in each district will determine the required interval of service. The Contractor is to determine the work necessary to maintain each district in compliance with contract specifications. The City prefers the highest level of service this contract will provide but reserves the right to determine which level of service will be assigned to each district.

Level "A" Service One week interval (52 weeks a year)

Level "B" Service Two week interval for four months (November - February)
One week interval for eight months (March - October)

Level "C" Service Two week interval (52 weeks a year)

Level "D" Service Once a month service for four months (November - February)
Two week interval for eight months (March - October)

Level "E" Service Once a month service (12 months a year)

(this section intentionally left blank)

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QUADRANT ONE:

90-01	PINECASTLE ADDITION (10th Avenue and Fargo)
Area = 67,750 Sq. Ft.	Turf, accent plants, ground covers, hedges, trees; automatic spray-type irrigation system; landscape lights, meandering sidewalk; entry islands. Hedges to be maintained 1-1/2 feet above top of wall.
92-01	**PORTOFINO (E. Fargo Avenue)**
Area = 19,167 Sq. Ft.	Turf, accent plants, shrubs, trees; automatic spray-type irrigation system; meandering sidewalk, entry islands. All hedges and shrubs to be maintained to a height no greater than 5 feet.
94-01	**GATEWAY ESTATES (10th Avenue at Highway 43)**
Total Area = 8,185 Sq. Ft.	Area 1: Subdivision Frontage (2,725 Sq. Ft.) Turf, ground cover, accent plants, shrubs, trees, vines; automatic spray-type irrigation system; accent lights; entry island; meandering sidewalk. Area 2: Ponding Basin (Interior of Subdivision - 5,460 Sq. Ft.) Ground cover, shrubs, trees; automatic spray-type irrigation system; frontage sidewalk. All hedges to be maintained to a height no greater than 5 feet.
97-02	**SUMMERFIELD ADDITION (E. Florinda at 9-1/4 Avenue)**
Area = 4,650 Sq. Ft.	Ground covers, shrubs, trees; automatic spray-type irrigation; frontage sidewalk.
98-01	**CRYSTAL SPRINGS (E. Grangeville Boulevard)**
Area = 14,435 Sq. Ft.	Turf, accent plants, trees, shrubs, automatic spray-type irrigation system, meandering sidewalk.
04-04	**SIERRA HEIGHTS (Fargo Avenue and Meadow View Road)**
Total Area = 15,237 Sq. Ft.	Area 1: Subdivision Frontage Fargo (2,952 Sq. Ft.) Turf, accent plants, shrubs, trees, entry sign lighting, meandering sidewalk, automatic spray-type irrigation. Area 2: Street Frontage Meadow View Basin and Highway 43 (12,285 Sq. Ft.) Accent plants, shrubs, trees, automatic spray-type and bubbler-type irrigation.
05-01	**MISSION PARK (Flint Avenue and Mission Drive)**
Total Area = 4,930 Sq. Ft.	Area 1: Street Frontage (2,393 Sq. Ft.) Shrubs, accent plants, trees, straight sidewalks, automatic spray-type and bubbler-type irrigation. Area 2: Ponding Basin (interior of subdivision 2,537 Sq. Ft.) Shrubs, trees, ground cover, automatic spray-type irrigation.
15-02	**THE GREENS II (Grangeville Blvd and 9 ¼ Ave)**
Total Area = 16,416 Sq. Ft.	Area 1: Street Frontage (16,416 Sq. Ft.) Shrubs, accent plants, trees, straight sidewalks, automatic drip-type and bubbler-type irrigation.

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90-02	PARK MONTEREY (North Douty Street)

Area = 8,625 Sq. Ft.	**Turf, accent plants, ground covers, shrubs, hedges, trees; automatic spray-type irrigation system; meandering sidewalk. All hedges to be maintained to a height no greater than 5 feet.**
90-03	**MANSIONETTE (North Douty Street)**
Area = 16,425 Sq. Ft.	**Turf, accent plants, ground covers, shrubs, hedges, roses, trees; automatic spray-type irrigation system; meandering sidewalk. All hedges to be maintained to a height no greater than 5 feet.**
94-02	**STONECREST (North 11th Avenue and West Fargo)**
Total Area = 173,903 Sq. Ft.	**Area 1: Subdivision Frontage (67,875 Sq. Ft.)** **Turf, accent plants, ground cover, vines, shrubs, trees; automatic spray-type irrigation system; entry islands; meandering sidewalk.** **Area 2: Park and Basin Fronting Fargo Ave and Glacier Way (54,450 Sq. Ft.)** **Automatic large rotor-type turf sprinklers, turf grass, trees, meandering sidewalk, rolling terrain.** **Area 3: Railroad Frontage (51,578 Sq. Ft.)** **Automatic bubbler-type irrigation, shrubs and trees, weed control, plant basin care.**
94-03	**QUAIL RUN ESTATES (North 11th Avenue)**
Area = 111,188 Sq. Ft.	**Area 1: Subdivision Frontage (20,583 Sq. Ft.)** **Turf, accent plants, ground cover, shrubs, trees; automatic spray-type irrigation system; entry islands; straight sidewalk with parkway.** **Area 2: Park and Interior Basin, Windsor Drive and Fir Street (90,605 Sq. Ft.)** **Trees, turf, shrubs, straight walk, curbing, automatic spray-type and large rotor irrigation.**
01-02	**CAMBRIDGE HOMES (N. 11th Avenue)**
Area = 35,222 Sq. Ft.	**Area 1: Subdivision Frontage (12,432 Sq. Ft.)** **Turf, accent plants, ground cover, trees, shrubs, automatic spray-type irrigation system, meandering sidewalk.** **Area 2: Railroad Frontage (22,790 Sq. Ft.)** **Shrubs, trees, weed control, plant basin, automatic bubbler-type irrigation.**
01-03	**POPPY HILLS (N. 11th Avenue)**
Area = 11,782 Sq. Ft.	**Turf, accent plants, ground cover, trees, shrubs, automatic spray-type irrigation system, meandering sidewalk; entry islands.**
04-02	**CAMBRIDGE HOMES/MAJESTY (Douty Street/Flint Avenue/11th Avenue)**
Total Area = 63,824 Sq. Ft.	**Area 1: Subdivision Frontage (55,384 Sq. Ft.)** **Turf, accent plants, shrubs, trees, automatic spray-type and bubbler-type irrigation, meandering and straight sidewalks.** **Area 2: Ponding Basin (interior of subdivision 8,440 Sq. Ft.)** **Trees, shrubs, accent plants, automatic spray-type irrigation.**
06-01	**QUAIL PARK (Glacier Way and Flint Avenue)**
Total Area = 149,650 Sq. Ft.	**Area 1: Subdivision Frontage (26,385 Sq. Ft.)** **Turf, accent plants, shrubs, trees, automatic spray-type and bubbler-type irrigation, meandering and straight sidewalks.** **Area 2: Railroad Frontage (27,714 Sq. Ft.)** **Trees, shrubs, automatic bubbler-type irrigation.** **Area 3: Interior of subdivision Community Park (95,551 Sq. Ft.)** **Turf, shrubs, accent plants, meandering sidewalk, automatic irrigation with VFD pump, rotor and pop-up type heads.**

QUADRANT THREE:

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92-02	CIELO EN TIERRA (West Fargo Avenue)
Area = 11,735 Sq. Ft.	Turf, accent plants, vines, palms, hedges, ground covers; automatic spray-type irrigation system; meandering sidewalk.
93-01	VINTAGE ESTATES (North 12th Avenue)
Area = 16,980 Sq. Ft.	Turf, accent plants, ground covers, vines, shrubs, trees; automatic spray-type irrigation system; no sidewalk; maintain d.g. surface frontage in a weed-free condition.
01-01	PACIFIC GROVE (W. Grangeville Boulevard and Fitzgerald Lane)
Total Area = 12,152 Sq. Ft.	Area 1: Subdivision Frontage (8,622 Sq. Ft.) Turf, ground cover, shrubs, trees, automatic spray-type irrigation, meandering sidewalk. Area 2: Ponding Basin (interior of subdivision-3,530 Sq. Ft.) Ground cover, shrubs, trees, automatic spray-type irrigation, frontage sidewalk. All hedges to be maintained to a height no greater than 5 feet.
01-04	SILVER OAKS (W. Grangeville Boulevard, Vintage Ave. and Centennial Drive)
Area = 95,556 Sq. Ft.	Turf, accent plants, ground cover, trees, shrubs, automatic spray-type irrigation system, meandering sidewalk; entry island. Interior streetscape is part of total square footage and similar to frontage; area includes portion of Centennial Drive.
03-01	LE PARC (Fargo Avenue and Glacier Way)
Total Area = 30,628 Sq. Ft.	Area 1: Subdivision Frontage (8,770 Sq. Ft.) Turf, accent plants, shrubs, trees, automatic spray-type irrigation, meandering sidewalk. Small entryway median with trees and accent plants. Area 2: Railroad Frontage (21,858 Sq. Ft.) Trees, shrubs, automatic bubbler-type irrigation.
04-03	CAMBRIDGE HOMES/VINEYARDS (Fitzgerald Lane and Fargo Avenue)
Total Area = 167,767 Sq. Ft.	Area 1: Subdivision Frontage Fitzgerald Lane and Fargo Avenue to include inlets at Muscat, Semillion, Burgandy and Syrah (70,290 Sq. Ft.) Turf, accent plants, shrubs, trees; automatic spray-type irrigation system; meandering sidewalk. Area 2: Interior of subdivision Community Park (77,548 Sq. Ft.) Turf, shrubs, accent plants, meandering sidewalk, automatic irrigation with VFD pump, rotor and pop-up type heads. Area 3: Railroad Frontage (19,929 Sq. Ft.) Trees, shrubs, weed control, automatic spray-type irrigation.
05-02	COPPER VALLEY (Fargo Avenue/12th Avenue/Sangiovese Street)
Area = 44,126 Sq. Ft.	Turf, trees, shrubs, accent plants, ivy on wall; two entryway medians with trees, accent plants; meandering and straight sidewalks; automatic spray-type irrigation.
09-01	VICTORY ESTATES (University Street and Berkshire Street)
Area = 7,077 Sq. Ft.	Trees, shrubs, accent plants, ivy on wall; straight sidewalks, automatic spray-type and sub-surface irrigation.
15-01	SILVER OAKS ADDITION III (Centennial Dr and Berkshire Ln.)
Area = 142,956 Sq. Ft.	Area 1: Subdivision Frontage Centennial Dr and Berkshire Ln (29,985 Sq. Ft.) Trees, shrubs, accent plants; straight sidewalk, automatic sub-surface drip irrigation. Area 2: Subdivision Community Park (112,971 Sq. Ft.) Turf, trees, shrubs, accent plants, meandering and straight sidewalks, automatic irrigation, rotor type heads, tree bubblers and drip irrigation.

QUADRANT FOUR:

90-04	HYDE PARK (West Hanford-Armona Road)
Area = 1,425 Sq. Ft.	Accent plants, shrubs, trees; automatic spray-type irrigation system; frontage sidewalk.

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91-01	SIERRA VISTA/NEW DIMENSIONS (W. Hanford-Armona Rd & S 11th Ave)
Area = 12,974 Sq. Ft.	Accent plants, shrubs, hedges, trees; automatic drip-type irrigation system; frontage sidewalk. All hedges to be maintained to a height no greater than 5 feet.
93-02	**WALNUT FOREST (West Hume Avenue)**
Area = 15,637 Sq. Ft.	Area 1: Subdivision Frontage (12,100 Sq. Ft.) Native plants and ground covers, trees; automatic spray-type irrigation system; frontage sidewalk. Area 2: Slough Street Frontage (3,537 Sq. Ft.) Shrubs, hedges, trees, curb and gutter walk, automatic spray-type irrigation.
97-01	**ROSEWOOD ESTATES (W. Grangeville Boulevard)**
Area = 6,300 Sq. Ft.	Ground covers, shrubs, trees; automatic spray-type irrigation; frontage sidewalk.
97-03	**COUNTRY CROSSING (W. Lacey Boulevard and Centennial Drive)**
Area = 46,415 Sq. Ft.	Turf, ground cover, trees, shrubs, automatic spray-type irrigation system, meandering sidewalk, median.
98-02	**MOUNTAIN VIEW ESTATES (S. 11th Avenue at Houston Avenue)**
Area = 30,991 Sq. Ft.	Ground cover, shrubs, trees, automatic spray-type irrigation, frontage, meandering sidewalk.
02-01	**ASHTON PARK (N. 12th Avenue between Lacey and Grangeville Boulevards)**
Area = 63,922 Sq. Ft.	Turf, accent plants, ground cover, trees, shrubs, automatic spray-type irrigation system; entry island. Interior streetscape is part of total square footage and similar to frontage; area includes portion of Centennial Drive.
04-01	**SIDONIA (Hume Avenue)**
Area = 21,533 Sq. Ft.	Turf, accent plants, ground cover, trees, shrubs, ivy on wall, meandering sidewalk, automatic spray-type irrigation, automatic bubbler irrigation.

QUADRANT FOUR CONTINUED

09-02	INDEPENDENCE (12th Avenue and Greenfield Street)

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Area = 56,252 Sq. Ft.	**Area 1: Subdivision Frontage (33,197 Sq. Ft.)** **Turf, accent plants, trees, shrubs, meandering sidewalk, automatic spray and subsurface irrigation.** **Area 2: Interior of subdivision Community Park (23,055 Sq. Ft.)** **Turf, shrubs, accent plants, meandering sidewalk, automatic irrigation, rotor and pop-up type heads.**
14-01	**INDEPENDENCE (12TH Avenue and Centennial Drive)**
Area = 46,729 Sq. Ft. **Area = 29,826 Sq. Ft.**	**Area 3: Subdivision Frontage (46,729 Sq. Ft.)** **Turf, accent plants, trees, shrubs, meandering sidewalk, automatic spray and subsurface irrigation.** **Area 4: Subdivision Frontage (29,826 Sq. Ft.)** **Turf, accent plants, trees, shrubs, meandering sidewalk, automatic spray and subsurface irrigation.**

07-02	**GREENBRIER GARDENS (Hnfd/Armona Road and Greenbrier Drive)**
Area = 6,267 Sq. Ft.	**Area 3: Subdivision Frontage (6,267 Sq. Ft.)** **Accent plants, trees, shrubs, straight sidewalk, automatic bubbler and drip irrigation.**

16-02	**MYNDERUP SUBDIVISION (12TH Avenue and Hume Avenue)**
Area = 37,388 Sq. Ft. **Area = 5,040 Sq. Ft.**	**Area 3: Subdivision Frontage (37,388 Sq. Ft.)** **Accent plants, trees, shrubs, straight sidewalk, automatic bubbler irrigation.** **Area 4: Basin Frontage (5,040 Sq. Ft.)** **Accent plants, trees, shrubs, straight sidewalk, automatic bubbler irrigation.**

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SECTION IV - LANDSCAPE MAINTENANCE SPECIFICATIONS AND STANDARDS

IRRIGATION

Irrigation shall be done with the use of automatic or manual sprinkler systems where available and operable. Failure of an existing system to provide full and adequate coverage shall not relieve the Contractor of the responsibility to provide proper coverage of all areas. Providing any supplementary

hoses, sprinklers, nozzles, etc. necessary to accomplish full coverage shall be the Contractor's responsibility. Exclusions will be identified in descriptions of areas.

Maintenance. The Contractor shall at all times maintain all irrigation systems in such a way as to give proper coverage and full working capacity, making whatever adjustments or repairs necessary to maintain healthy turf, plant growth, prevent dry spots in turf and excessive run-off into streets or other areas not intended to be irrigated. Care shall be taken to prevent wasting water, causing soil erosion or allowing seepage into existing underground improvements or structures.

The Contractor shall, at no cost to the City, keep controllers and valve boxes free of dirt and debris; repair, replace, clean, adjust, straighten, raise or lower the following irrigation system components:

1) **sprinkler or bubbler heads**
2) **sprinkler head risers**
3) **quick coupler valves and caps**
4) **hose bibs**
5) **lateral irrigation lines**
6) **fittings**
7) **main irrigation lines**
8) **irrigation controllers (as per city standard)**
9) **swing joints**
10) **irrigation control valves (as per city standard)**

If Contractor fails to repair or replace malfunctioning, components of the irrigation system and water waste results, the City of Hanford reserves the right to bill Contractor for excess amount of water in addition to assessing a penalty of $100 per occurrence.

Inspection. The Contractor shall inspect all irrigation systems on an interval as established by Level of Service for any malfunction. This shall be accomplished by placing the controller in test mode and visually inspecting complete system operation. Contractor shall notify Parks Superintendent within 24 hours of any valve or controller malfunctions.

Approximately 30 days prior to the conclusion of the contract, a comprehensive test of all irrigation systems shall be made by a Parks and Recreation Department representative at the end of the contract period.

If the repairs are not to the Parks Superintendent's satisfaction, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Parks and Recreation Director.

Repairs. Irrigation systems which are damaged in any way as a result of work performed under this contract shall be repaired or replaced in kind and in an approved manner by the Contractor. Repairs shall be made immediately after damage occurs, unless otherwise directed.

For repairs not made within 24 hours of notification or not made to the satisfaction of the Parks Superintendent, the work will be done by others and billed to the Contractor.

Emergency Response. Contractor shall provide some acceptable method by which contact can be made in case of emergency, i.e. paging system, cell phone, etc. and shall also provide a method by which non-emergency messages can be received during the work day, i.e. phone records, etc.

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

Turf Watering. **All turf areas shall be watered based on a need to maintain a uniform green healthy growth pattern and promote deep root growth. Water shall be cycles if necessary of 3-5 minutes each to prevent water run-off into street. Care shall be taken to not overwater or waterlog any soil. Water applications on turf and ground cover areas should generally be applied between 2:00 a.m. and 6:00 a.m. where possible to lower the risk of fungus in turf.**

Water Schedule. **Turf and landscape watering shall be scheduled for odd quadrants on Wednesday and Sunday and for even quadrants on Tuesday and Saturday. No watering shall be allowed on Mondays, Thursdays and Fridays without prior approval of the Parks Superintendent.**

Ground Cover. **Sufficient amounts of water shall be applied to areas to maintain a healthy growth pattern and promote deep rooting. Care shall be taken to not over water or waterlog soil.**

Banks and Slopes. **Sloped landscaped areas shall be irrigated in short cycles as required to prevent water run-off and maintain horticulturally acceptable growth and color. Irrigation practice is to promote deep root growth with a minimum of run-off.**

Shrubs and Trees. **All shrubs and trees shall be watered as needed to maintain healthy growth and promote deep rooting. Care shall be taken to not overwater. Staking of trees may be required. Contractor will perform necessary staking or tie adjustment, including replacement when necessary at Contractor cost. No tree stakes or tree ties may be removed without first obtaining permission of the Parks Superintendent. Irrigation rates shall be adjusted according to shrubs or tree types and seasonal weather conditions. Deep watering for root growth is encouraged, and surface run-off is to be kept at a minimum.**

Newly Planted Trees, Shrubs, Ground Cover, and Turf. **All newly planted areas to receive special attention until plants are established. Adequate water to be applied to promote normal, healthy growth. Watering basins around newly planted shrubs and trees to be used during establishment period.**

WEED CONTROL

General. **For the purposes of this specification, a weed shall be considered to be any undesirable plant or plant growing out of place.**

All landscaping within the specified maintenance areas including lawns, planter areas, and tree wells shall be kept weed free at all times. Complete removal of all weed growth is to be accomplished on a continuing basis. Weeds may be controlled by mechanical methods or chemical methods at the discretion of the Contractor. Weeds reaching a height of 2 inches shall be physically removed from landscaped areas.

Center island maintenance shall include the removal of weeds growing on all paved and unpaved surfaces of the median vegetation growing at base of median between curb face and street surface.

Use of Chemical Herbicides for Weed Control. **The Contractor shall abide by all rules and regulations of the California State Department of Pesticide Regulations, Department of Health, and Department of Industrial Relations regarding the safe application of herbicides under this contract. Care shall be taken to ensure the safety of the public and the Contractor's employees during chemical weed control operations. The Parks Superintendent may restrict the use of chemical weed control in certain areas.**

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

Great care shall be taken by the Contractor to avoid herbicide drift onto non-target plants. The Contractor will be required to obtain an application permit from Kings County, provide herbicide chemical and apply chemical at Contractor cost.

DISEASE AND PEST CONTROL

The Contractor shall regularly inspect all landscaped areas for the presence of disease, insect, or rodent infestation. The Contractor shall notify the Parks Superintendent within 3 days of finding such a condition, outlining identification and control measures to be taken. Upon approval of the Parks Superintendent, the Contractor shall implement the approved control measures utilizing all safeguards necessary to protect the public and Contractor's employees.

Use of Chemical Pesticides. All rules of the California State Department of Pesticide Regulations, Department of Health and Department of Industrial Relations regarding safe application of pesticides under this contract shall be observed.

Great care shall be taken to avoid pesticide drift onto non-target organisms.

PRUNING

General. All shrubs, trees, and ground cover plants growing in the work area shall be pruned as required to maintain plants in a healthy growing condition. Pruning is to be done in a manner which promotes the plant's natural growth characteristics.

Plant growth is to be kept within the bounds of curbs and planters to prevent its encroachment into walks, passageways, and streets. A clear view of traffic signs and intersections is to be maintained at all times.

All dead, dying, or damaged plants and branches shall be removed immediately.

Using sharp pruning tools, all cuts shall be made cleanly with no stubs or projections remaining. Any pruning cut over 3" in diameter must be approved prior to by the Parks Superintendent.

Trees. The Contractor shall be responsible for removal of suckers and all pruning which can be reached with a 12' pole saw by a person standing on the ground in districts where trees are part of the contract. All trees are to be maintained in their natural shape.

Canopy clearance above walks of 10'-0" and above streets of 14' 6" is to be maintained for pedestrian and traffic safety.

Newly planted trees that do not have trunk caliber sufficient to support tree shall be staked, pruned, and shaped to promote their eventual development into strong, healthy representatives of their species. Until young trees are strong enough to stand alone, they shall be flex-tied between two approved 2" diameter x 8' treated tree stakes. Split plastic hose or black tire casings held in place by 12 gauge wire shall be used to secure the young trees. Tree ties to be inspected often for signs of girdling or abrasion. Stakes shall be removed when tree has sufficient strength to support itself, as approved by the Parks Superintendent.

The Contractor shall bring to the Parks Superintendent's attention within 24 hours any tree which show signs of root heaving, leaning, having hanger limbs, or in some manner constituting a safety hazard.

FERTILIZATION

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

All turf areas shall be fertilized as directed by Parks Superintendent if necessary and shall receive not less than one (1) pound of actual available nitrogen in a balanced fertilizer form for each one thousand (1,000) square feet of turf. Fertilizer shall be applied uniformly using an appropriate spreader. Analysis of fertilizer shall be approved by the Parks Superintendent prior to application. Applications are to be made as directed by Parks Superintendent. When directed, the Contractor will submit an estimate of cost to supply and apply fertilizer. This is in addition to the monthly service contract and should not be included in the monthly bid price. If approved by the Superintendent, the Contractor will schedule the application. Contractor will provide the schedule of application in writing to the Superintendent prior to applying any fertilizer for approval.

All turf areas shall be mowed (beginning on a Monday) as provided on level of service on a preset day. Any change to this schedule is to be approved in advance by the Parks Superintendent.

All turf shall be maintained at a level that will ensure a healthy green color and uniform growth.

EDGING

All turf adjacent to improved surface shall be edged a minimum of once every mowing. Unimproved surfaces between turf and planter areas and/or property lines shall be edged a minimum of once per month to maintain turf delineation.

CLEAN UP

Upon completing mowing and edging operation, all surfaces shall be free of grass and debris including street gutters.

REPLACEMENT OF PLANT MATERIAL

The Contractor shall notify the Parks Superintendent within four days of the loss of plant material due to any cause. Failure to notify Parks Superintendent within four days after Level of Service interval will be deemed as faulty maintenance or negligence of the Contractor and become the contractor's responsibility to replace.

The Contractor shall supply all labor and materials to replace any tree, shrub, turf, or ground cover damaged or lost through the Contractor's faulty maintenance or negligence.

a. **The size and species of replacement plant material shall be determined by the Parks Superintendent.**

b. **The size and species of replacement plant material shall be determined using the latest American Shade Tree Conference guidelines.**

Any plant damaged or lost through theft, vehicular damage, act of God or other mysterious causes is not the responsibility of the Contractor; however, the Contractor shall notify the Parks Superintendent of such loss within four days and submit an estimate for the total replacement cost.

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

From time to time, it may be necessary or desirable to replace some plants to enhance the overall appearance of a site. Any such replacements will be at the Parks Superintendent's discretion. The Contractor shall, upon request, submit an estimate of the cost (labor) to the Parks Superintendent.

TURF MAINTENANCE

Mowing. All lawn areas in this contract shall be mowed with power-propelled reel or rotary-type mowers. Mowers shall be adjusted and maintained to provide a smooth, uniform cut with no ridges or depressions. Grass clippings shall be removed during mowing operations.

All mowers shall be cleaned prior to each mowing to avoid possible weed invasion.

Mowing shall be performed so that no more than 1/3 of the grass blade is removed per frequency in returning the grass to acceptable height for the species being mowed.

GROUND COVER MAINTENANCE

All areas planted in ground covers shall be adequately irrigated and fertilized to maintain vigorous growth.

Ground cover beds shall be periodically edged to keep them in their intended space. Ground covers shall not be allowed to encroach into sidewalks, lawn, shrub beds or other areas deemed as undesirable by the Parks Superintendent.

Ground cover plantings shall be periodically thinned and pruned for vigorous growth and overall appearance of the site as directed by the Parks Superintendent.

Periodic replanting will be required to maintain ground cover continuity. A request for replacement planting material is to be submitted to the Parks Superintendent along with an estimate to supply the labor for such replacement.

Weed invasion into ground cover areas may require complete removal, chemical treatment of area and replacement of ground cover at Contractor's expense.

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LOCATION MAPS

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

Attachment: 2018 FINAL LAD_Maint Bid Packet (Landscape District Funding and Maintenance Information)

QUADRANT 1

LAD No.	Subdivision	Level of Service
90-01	Pinecastle	A
92-01	Portofino	E
94-01	Gateway Estates & Basin	E
97-02	Summerfield Addition	E
98-01	Crystal Springs	A
04-04	Sierra Heights & Basin	A
05-01	Mission Park & Basin	A
14-01	The Greens	B

QUADRANT 2

LAD No.	Subdivision	Level of Service
90-02	Park Monterey	E
90-03	Mansionette	E
94-02	Stonecrest,	A
94-02	Stonecrest Park	B
94-02	Stonecrest Railroad	E
94-03	Quail Run & Park	B
01-02	Cambridge Homes	A
01-02	Cambridge Homes Railroad	E
01-03	Poppy Hills	A
04-02	Cambridge Homes & Basin	A
06-01	Quail Park	B
06-01	Quail Park Railroad	E

QUADRANT 3

LAD No.	Subdivision	Level of Service
92-02	Cielo en Tierra	D
93-01	Vintage Estates	A
01-01	Pacific Grove & Basin	A
01-04	Silver Oaks	A
03-01	Le Parc & Railroad	A
04-03	Cambridge Homes, Park & Railroad	A
05-02	Copper Valley	A
09-01	Victory Estates	A
15-01	Silver Oaks III & Park	A

QUADRANT 4

LAD No.	Subdivision	Level of Service
90-04	Hyde Park	C
91-01	Sierra Vista	E
93-02	Walnut Forest & Slough	A
97-01	Rosewood Estates	E
97-03	Country Crossing	A
98-02	Mountain View	A
02-01	Ashton Park	A
04-01	Sidonia	A
09-02	Independence I & II	B
14-01	Independence III & IV	A
07-02	Greenbrier Gardens	A
16-02	Mynderup	C

Level "A" Service One week interval
Level "B" Service One week interval for eight months (March - October)
Two week interval for four months (November - February)
Level "C" Service Two week interval
Level "D" Service Two week interval for eight months (March - October)
Once a month interval for four months (November – February)
Level "E" Service Once a month

Attachment: Landscape Levels of Service (Landscape District Funding and Maintenance Information)

AGENDA
STAFF REPORT

MEETING DATE: 9/9/2019	**AGENDA SECTION:** 2

SUBJECT:
Bob Hill Youth Athletic Complex: Proposed Athletic Fencing

RECOMMENDATION:
That the Parks and Recreation Commission, by motion, make a recommendation on the proposed installation of a chain link fence dividing the four baseball fields and the lower basin.

BACKGROUND:
The Bob Hill Youth Athletic Complex facility is used for the local Cal Ripken Baseball League and two youth football programs, Hanford Youth Football and Hanford Youth Athletic Association, for their league play. It is also used for youth baseball tournaments, travel baseball teams, football passing leagues, football conditioning and some adult soccer leagues.

The increased usage and high demand for the lighted sports fields has created some scheduling conflicts and overlap in league usage. If a chain link fence were to be installed it would allow multiple entities to use the facility simultaneously, with each league being able to control access to their event, maximize concession building usage and allow the City to allow more rentals for baseball tournaments. This would create an increased funding source for the City, by allowing more tournament play throughout the year, without affecting the use by either football leagues during their season. The increased revenue could be used to repair, improve the entire facility and possibly offset the cost of the fencing over time at the youth sports complex.

Staff has discussed the proposed fencing with all the youth leagues without opposition. Funding would still need to be discussed to determine the dollar amount, if any, would be contributed by the youth leagues.

FISCAL IMPACT:
The fiscal impact for the project could vary, with possible contributions from the youth sports programs. Also from facility rentals, such as baseball and other sport tournaments.

ATTACHMENTS:
DOC451

Attachment: DOC451 (Bob Hill Athletic Complex Proposed Fencing)

AGENDA
STAFF REPORT

MEETING DATE: 9/9/2019	**AGENDA SECTION:** A

SUBJECT:
Parks Division Vandalism Report July and August 2019

RECOMMENDATION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:
Parks Division Staff Report - Vandalism

CITY of HANFORD

Hanford Parks & Recreation Department

321 North Douty Street, Suite B, Hanford, CA 93230 Office: 559.585.2525 Fax: 582-1152

July 2019

DATE	LOCATION	PROPERTY DAMAGED	DESCRIPTION	HOURS SPENT			REPAIR COST	NOTES
				FULL TIME	PART TIME	PROTEUS		
7/3/2019	Freedom Park	Playground	Reinstall Handle	2		1	2.36	
7/23/2019	Centennial Park	Restroom stall	Repaint stall	2				
7/23/2019	Centennial Park	Park sign	Reinstall Park sign	1				
			SUB TOTAL	5	0	1	$2.36	
			TOTAL	$215.45	$0.00	1	$2.36	$217.81

Attachment: Parks Division Staff Report - Vandalism (Parks Vandalism Report July & August)

CITY of HANFORD

Hanford Parks & Recreation Department

321 North Douty Street, Suite B, Hanford, CA 93230 Office: 559.585.2525 Fax: 582-1152

August 2019

DATE	LOCATION	PROPERTY DAMAGED	DESCRIPTION	HOURS SPENT			REPAIR COST	NOTES
				FULL TIME	PART TIME	PROTEUS		
8/6/2019	Coe Park	Trash can	Set on fire, melted the coating	3			27.48	
8/14/2019	Hidden Valley Park	Red wooden fence	Drove through the fence	3			13.79	
8/25/2019	Hidden Valley Park	Restroom wall	Graffiti	1				
			SUB TOTAL	7	0	0	$41.27	
			TOTAL	$301.63	$0.00	0	$41.27	$342.90

Attachment: Parks Division Staff Report - Vandalism (Parks Vandalism Report July & August)

CITY of HANFORD

Hanford Parks & Recreation Department

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Attachment: Parks Division Staff Report - Vandalism (Parks Vandalism Report July & August)