

AGENDA

PLANNING COMMISSION

of the

CITY OF HANFORD

COUNCIL CHAMBERS
400 N. Douty St.
5:30 PM, Tuesday, October 27, 2020

CALL TO ORDER

ROLL CALL

INVOCATION

Angie Stafford, Missions & Outreach Pastor, Glad Tidings Church

FLAG SALUTE

PUBLIC COMMENT

*This is the time for citizens to comment on subject matters not on the agenda and that are within the jurisdiction of the Commission. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed. A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

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.

- 1. Approval of the Minutes of the October 13, 2020**
- 2. TIME EXTENSION 2020-05, a request to extend the life of Conditional Use Permit No. 2020-13 and Site Plan Review No.2018-38 for one year. The project is located north of Hayden Avenue, east of 12th Avenue (APN 011-060-058 and 011-060-012).**

PUBLIC HEARING

Tentative Parcel Map No. 2019-01: a request to subdivide two parcels, totaling 38,332 sq. ft. (0.88 acres) into three parcels, Parcel A: 6,165 sq. ft., Parcel B – 9,866 sq. ft., and Parcel C – 11,429 sq. ft., in the R-L-5 Low-Density Residential zone district and utilize Section 17.50.210 to apply concessions to an affordable housing development. The property is located north and west of Parkside Drive, south of Woodland Drive (APN 011-100-065 and 011-100-066).

DIRECTOR'S COMMENTS

COMMISSIONER'S ITEMS OF INTEREST

ADJOURNMENT

Materials related to an item on this Agenda submitted to the Planning Commission after distribution of the agenda packet are available to public inspection in the Planning Division Office located at 317 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 Planning Division's office, 559-585-2580, 317 N. Douty Street, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II}

APPEALS:

Any action of the Planning Commission, which is a final project decision, may be appealed to the City Council by the applicant or any adversely affected person. To file an appeal, an appeal application and filing fee of \$1,000.00 must be submitted to the Community Development Department, 317 N. Douty Street, Hanford, California, within ten (10) days following the date of the final decision of the Planning Commission.



**AGENDA
STAFF REPORT**

MEETING DATE: 10/27/2020	AGENDA SECTION: 1
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SUBJECT:

Approval of the Minutes of the October 13, 2020

RECOMMENDATION:

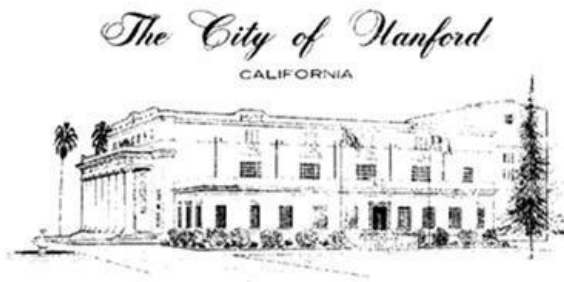
Approve the minutes of the October 27, 2020 meeting.

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

10-13-2020



MINUTES
PLANNING COMMISSION
of the
CITY OF HANFORD

COUNCIL CHAMBERS
400 N. Douty St.
5:30 PM, Tuesday, October 13, 2020

CALL TO ORDER

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

ROLL CALL

Attendee Name	Title	Status	Arrived
Richard Douglas		Present	4:52 PM
Travis Paden		Present	4:57 PM
Savino Perico		Present	4:50 PM
Angel Vee Galvan		Present	5:23 PM
Roger Snow		Present	5:01 PM
Jacob Sanchez		Present	4:49 PM
Jason Kemp Van Ee		Present	4:55 PM

INVOCATION

Pastor Bud Haskell, Grace Bible Church

FLAG SALUTE

Commissioner SANCHEZ led the flag salute.

PUBLIC COMMENT

*This is the time for citizens to comment on subject matters not on the agenda and that are within the jurisdiction of the Commission. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed. A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

None.

Attachment: 10-13-2020 (10/13/2020 PC Minutes)

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.

Motion to approve the Consent Calendar.

RESULT:	APPROVED [6 TO 0]
AYES:	Douglas, Perico, Galvan, Snow, Sanchez, Kemp Van Ee
RECUSED:	Paden

Approval of the Minutes of the August 25, 2020

PUBLIC HEARING

Variance No. 2020-02, a request to deviate from Section 17.56.090 of the Hanford Municipal Code and permit the continued use of an existing, permanent, freestanding pylon sign in the MX-D Downtown Mixed Use zone district. The project is located at 502 N. Irwin Street (APN 010-235-006).

Chairperson DOUGLAS opened the public hearing at 5:34 p.m. and called for the staff report.

Assistant Planner Manha presented the staff report, recommended approval, and invited questions of staff.

Following questions of staff, Chairperson DOUGLAS opened Public Comment. There being no comments, he then called for a motion.

Motion to adopt Resolution 2020-12, approving Variance No. 2020-02.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Travis Paden
SECONDER:	Jacob Sanchez
AYES:	Douglas, Paden, Perico, Galvan, Snow, Sanchez, Kemp Van Ee

GENERAL BUSINESS

DIRECTOR'S COMMENTS

Senior Planner Myers reported the following:

City Council voted to approve the mobile food vendors ordinance. They agreed with Planning Commission's recommendation to allow mobile food vendors within 250' of brick-and-mortar restaurants (instead of 400'), and an unlimited number of mobile food vendors can be at one location, as long as they meet the other requirements. Each mobile food vendor will be required to obtain a vendors permit. A Temporary Use Permit (good for up to six months) is required. A Conditional Use Permit is required for a food truck(s) to be in one location for an unlimited time. The definition of "brick-and-mortar restaurant" was changed to exclude fast-food restaurants. The second reading of the ordinance will go before City Council at their October 20 meeting.

There will be a Planning Commission meeting on Tuesday, October 27, 2020, as scheduled.

COMMISSIONERS' ITEMS OF INTEREST

There were no items to report.

ADJOURNMENT

Chairperson DOUGLAS adjourned the meeting at 5:49 p.m.

Respectfully submitted,

Diana Black
Recording Secretary



AGENDA STAFF REPORT

MEETING DATE: 10/27/2020	AGENDA SECTION: 2
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SUBJECT:

TIME EXTENSION 2020-05, a request to extend the life of Conditional Use Permit No. 2020-13 and Site Plan Review No.2018-38 for one year. The project is located north of Hayden Avenue, east of 12th Avenue (APN 011-060-058 and 011-060-012).

See staff report, attached.

FISCAL IMPACT:

ATTACHMENTS:

Staff Report - TE 2020-05
 Resolution No. 2020-14
 Attachment 1 - CUP 2018-13 and SPR 2018-38
 Attachment 2 - Original Staff Report
 Attachment 3- Resolution 2018-25

**CITY OF HANFORD PLANNING COMMISSION
STAFF REPORT**

MEETING DATE: Tuesday, October 27, 2020

PROJECT: **TIME EXTENSION 2020-05**, a request to extend the life of Conditional Use Permit No. 2020-13 and Site Plan Review No. 2018-38 for one year.

LOCATION: The project is located north of Hayden Avenue, east of 12th Avenue (APN 011-060-058 and 011-060-012).

PROJECT PLANNER: Gabrielle de Silva, Senior Planner

STAFF RECOMMENDATION

Staff recommends that the Planning Commission:

1. Adopt Resolution No. 2020-14, approving Time Extension No. 2020-05.

RECOMMENDED MOTION

1. I move to adopt Resolution No. 2020-14, approving Time Extension No. 2020-05.

PROJECT PROPOSAL

Time Extension No. 2020-05 is a request by Jayantilal Patel to extend the life of Conditional Use Permit No. 2018-13 and Site Plan Review No. 2018-38 for one year, in order to extend the expiration of the project and obtain building permits. If approved, the time extension would extend the expiration of the project from November 13, 2020 to November 13, 2021.

Site Plan Review No. 2018-38/Conditional Use Permit No. 2018-13 is attached – **Attachment 1**.

BACKGROUND INFORMATION

Conditional Use Permit No. 2018-13 was a request to allow a three-story, 65,900 sq. ft., 105-room hotel on a vacant parcel, located north of Hayden Avenue, east of 12th Avenue (APN 011-060-058 and 011-060-012). The use of a hotel requires approval of a Conditional Use Permit by the Planning Commission in the C-R Regional Commercial zone district.

Conditional Use Permit No. 2018-13 was heard by the Planning Commission as a public hearing item on Tuesday, November 13, 2018. Planning Commission voted 6-0 (1 commissioner absent) to adopt resolution No. 2018-25, thus approving Conditional Use Permit No. 2018-13.

Figure 1: Land Use (Property outlined in bold)

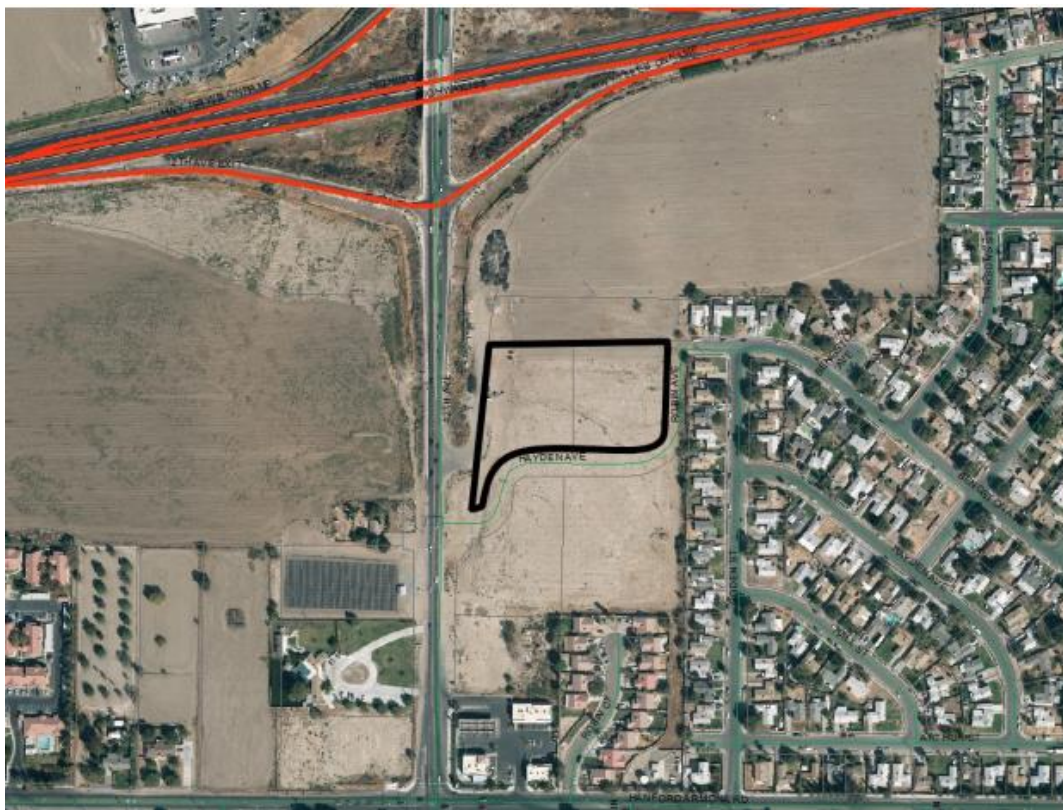
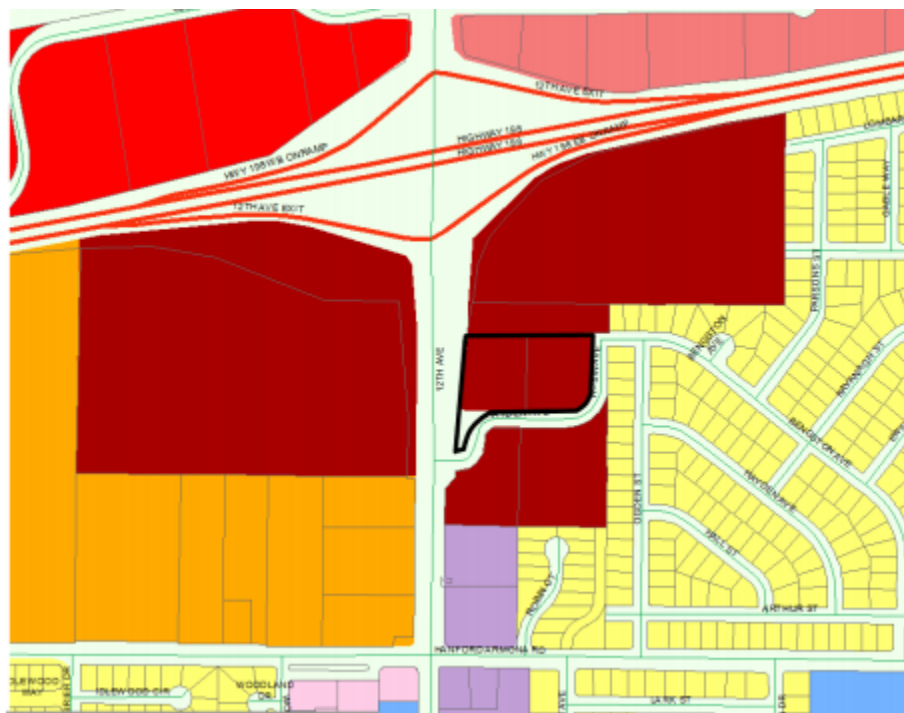


Figure 2: General Plan Designation Regional Commercial (Property outlined in bold)



Figure 3: Zoning Designation C-R Regional Commercial (Property outlined in bold)



A full analysis of Conditional Use Permit No. 2018-13 appears in the original Planning Commission staff report – **Attachment 2**.

Resolution No. 2018-25 is attached – **Attachment 3**.

PROJECT EVALUATION

Due to development delays caused by the impact of COVID-19, the applicant is requesting a one-year time extension to submit and obtain building permits for the future hotel. The project is still consistent with the current General Plan designation for the site, Regional Commercial, and zoning C-R Regional Commercial.

In accordance with Section 17.70.250 of the Hanford Municipal Code, prior to the expiration of a permit, a person having authority to file an application may file a written request with the Community Development Director for extension of a permit that may otherwise expire. The request for extension shall be taken to the planning Commission, who may extend the expiration of the permit by one year. The Planning Commission may grant up to a total of three one-year extensions. The applicant has not applied for any extensions for the project, previously.

ENVIRONMENTAL ASSESSMENT

Mitigated Negative Declaration No. 2018-24 was adopted for the project on November 13, 2018, certifying that the project would not have a significant adverse impact on the environment with the incorporation of mitigation measures.

CONDITIONS OF APPROVAL

That a one-year time extension for Conditional Use Permit No. 2018-13 and Site Plan Review No. 2018-38 be approved, in accordance with the existing conditions in Resolution No. 2018-25, adopted November 13, 2018, and with the addition of the following condition:

1. That the new expiration date of Conditional Use Permit No. 2018-13 and Site Plan Review No. 2018-38 be November 13, 2021.

Applicant/Owner:

Jayantilal Patel
140 South Court
Alamo, CA 94507

RESOLUTION NO. 2020-14

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HANFORD
 APPROVING TIME EXTENSION NO. 2020-05, A REQUEST TO EXTEND THE LIFE OF
 CONDITIONAL USE PERMIT NO. 2018-13 AND SITE PLAN REVIEW NO. 2018-34 FOR ONE
 YEAR. THE PROJECT PERTAINS TO PROPERTY LOCATED NORTH OF HAYDEN
 AVENUE, EAST OF 12TH AVENUE (APN 011-060-058 AND 011-060-012)**

At a regular meeting of the Planning Commission of the City of Hanford duly called and held on October 27, 2020, by motion of Commissioner _____, seconded by Commissioner _____, and duly carried, the following resolution was adopted:

WHEREAS, Time Extension No. 2020-05, filed by Jayantilal Patel,, proposing to extend the life of Conditional Use Permit No. 2018-13 and Site Plan Review No. 2018-34 for one year, 24 months, has been reviewed by the Planning Commission of the City of Hanford as an advisory agency, in accordance with Section 17.70.250 of the Hanford Municipal Code;

WHEREAS, the project pertains to property located north of Hayden Avenue, east of 12th Avenue (APN 011-060-058 and 011-060-012).

WHEREAS, a time extension was requested by the applicant pursuant to Resolution No. 2018-25 and Section 17.70.250 of the Hanford Municipal Code; and

WHEREAS, in accordance with Section 17.70.250 of the Hanford Municipal Code, a conditional use permit may be extended for a total time of three years; and

WHEREAS, findings were made pursuant to section 17.80.030 of the Hanford Municipal Code in Resolution No. 2018-25; and

THEREFORE, BE IT RESOLVED, that a one -year time extension for Conditional Use Permit No. 2018-13 and Site Plan Review No. 2018-34 be approved, in accordance with the existing conditions in Resolution No. 2018-25, adopted November 13, 2018, and with the addition of the following condition:

1. That the new expiration date of Conditional Use Permit No. 2018-13 and Site Plan Review No. 2018-38 be November 13, 2021.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Hanford on October 27, 2020 by the following vote:

AYES: Commissioners
 NOES: Commissioners
 ABSTAIN: Commissioners
 ABSENT: Commissioners

Attachment: Resolution No. 2020-14 (CUP 2018-13)

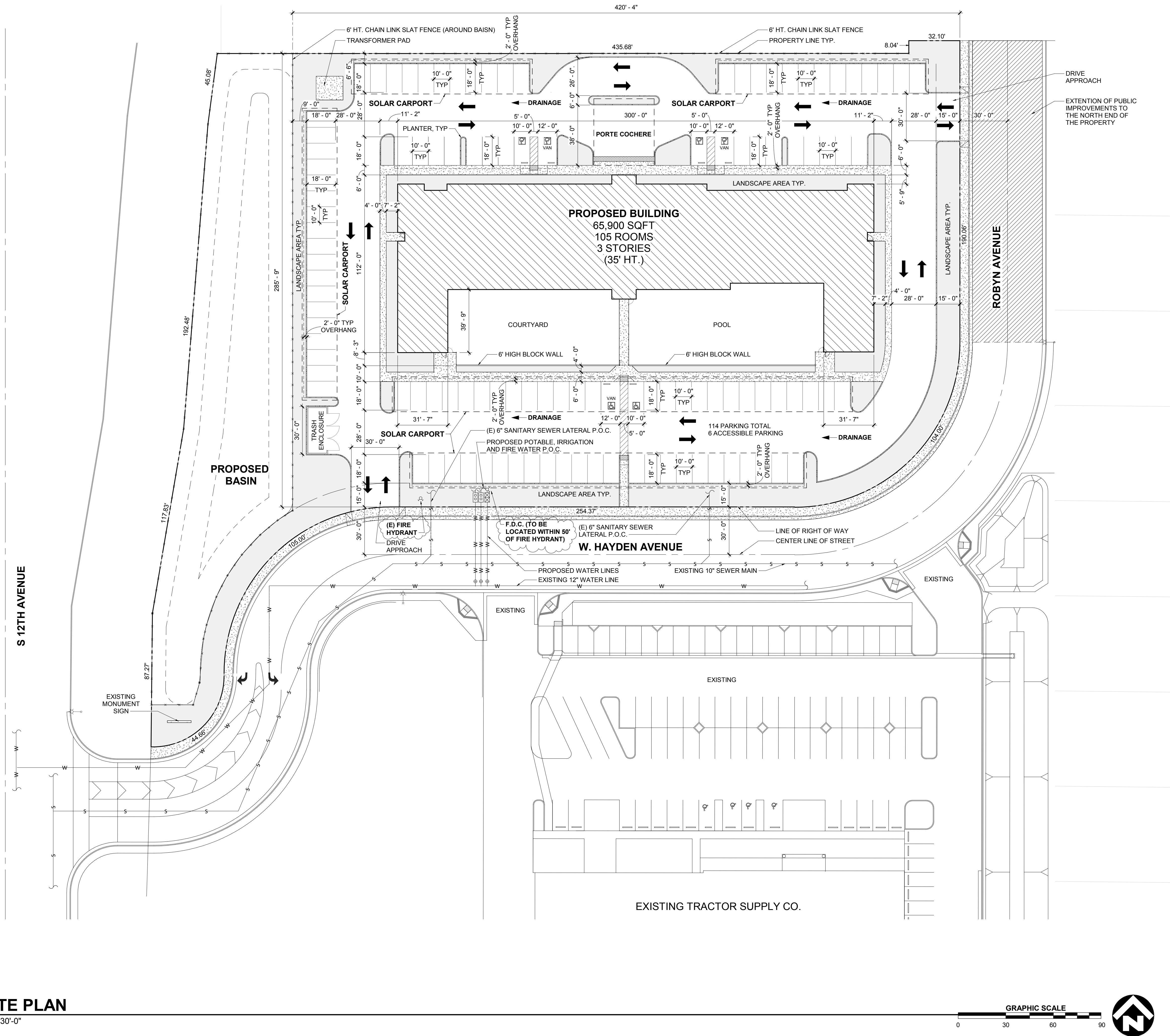
STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, **Darlene R. Mata**, Secretary of the Planning Commission of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted by the Planning Commission of the City of Hanford at a regular meeting thereof held on the 27th day of October, 2020.

Darlene R. Mata, Secretary

Attachment: Resolution No. 2020-14 (CUP 2018-13)

SITE PLAN
1" = 30'-0"



NOTES

ADDRESS: 12TH STREET AND W HAYDEN ST
APN#: 011-060-058 & 011-060-012
BUILDING AREA: 65,900 SQ FT (105 ROOMS)
BUILDING HEIGHT: 35 FT (PLUS PARAPET)
SITE AREA: 144,065 SQFT
PARKING TOTAL: 114 SPACES (INCLUDES 6 ACCESSIBLE)
ONSITE STORM WATER RETENTION (SURFACE FLOW)
F.D.C TO BE LOCATED WITHIN 50' OF FIRE HYDRANT

LEGEND

— S — S —
EXISTING SANITARY SEWER
— W — W —
EXISTING DOMESTIC WATER
(PROPOSED WHERE NOTED)

LANDSCAPE AREA
CONCRETE AREA
BUILDING AREA
PUBLIC IMPROVEMENTS

IMPROVEMENTS INCLUDES:

1. COMPLETION OF WEST HAYDEN AVENUE TO THE NORTH END OF THE PROPERTY. CONFORMING TO CITY STANDARD ST-29, INCLUDING CURB, GUTTER AND SIDEWALK
2. CONTINUATION OF SEWER, WATER AND STORM DRAIN MAINS IN WEST HAYDEN AVENUE TO THE NORTH END OF THE PROPERTY
3. PROVIDING STREETLIGHTS ALONG EXTENDED WEST HAYDEN AVENUE TO THE NORTH END OF THE PROPERTY IN CONFORMANCE WITH CITY STANDARDS
4. INSTALLATION OF FIRE HYDRANTS ALONG EXTENDED HAYDEN AVENUE TO THE NORTH END OF THE PROPERTY IN CONFORMANCE WITH CITY STANDARDS

The above drawings and specifications and ideas, designs and arrangements represented therein are and shall remain the property of the architect and no part thereof shall be copied, disclosed to others or used in connection with any work or project other than the specific project for which they have been prepared and developed without the written consent of the architect. Visual contact with these drawings or specifications shall constitute conclusive evidence of acceptance of these restrictions.

Written dimensions on these drawings shall have precedence over scaled dimension. Contractors shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variations from the dimensions and conditions shown by these drawings. Shop details must be submitted to this office for approval before proceeding with fabrication.

VICINITY MAP



DATE	ISSUED FOR	MARK
08/27/18	CUP APPLICATION	
08/30/18	CUP REVISIONS	

Project No.: 05-1-18002

SITE PLAN

A1.01

**CITY OF HANFORD PLANNING COMMISSION
STAFF REPORT
Tuesday, November 13, 2018**

PROJECT: **Conditional Use Permit No. 2018-13:** a request to allow a three-story, 65,000 sq.ft., 105-room hotel in the C-R Regional Commercial zone district.

Mitigated Negative Declaration No. 2018-14: a request to certify that the project will have a less than significant impact on the environment with the incorporation of mitigation measures

LOCATION: The project is located north of Hayden Avenue, east of 12th Avenue (APN 011-060-058 and 011-060-012).

STAFF RECOMMENDATION

Staff recommends that the Planning Commission:

1. Adopt Mitigated Negative Declaration No. 2018-14, certifying that the project will have a less than significant impact on the environment with the incorporation of mitigation measures.
2. Adopt Resolution No. 2018-25, approving Conditional Use Permit No. 2018-13.

RECOMMENDED MOTION

1. I move to adopt Mitigated Negative Declaration No. 2018-14, certifying that the project will have a less than significant impact on the environment with the incorporation of mitigation measures.
2. I move to adopt Resolution No. 2018-25, approving Conditional Use Permit No. 2018-13.

PROJECT DESCRIPTION

The project is a request, filed by Jayantilal Patel, to allow a three-story, 65,900 sq. ft., 105-room hotel on a vacant parcel, located north of Hayden Avenue, east of 12th Avenue (APN 011-060-058 and 011-060-012). The use of a hotel requires approval of a Conditional Use Permit by the Planning Commission in the C-R Regional Commercial zone district.

Project Location

The project is located on a vacant property north of Hayden Avenue, east of 12th Avenue (APN 011-060-058 and 011-060-012). The project site is designated as Regional Commercial by the General Plan. The zoning for the property is C-R Regional Commercial.

Entitlement

The applicant submitted Site Plan Review No. 2018-38 for the project site, proposing to develop the vacant site into a three-story, 65,900 sq. ft., 105-room hotel; see Site Plan Review No. 2018-38, attached as **Attachment 1**. Site Plan Review No. 2018-38 was reviewed by the Site Plan Review Committee. Conditions of approval appear in the approval letter, attached as **Attachment**

2. All conditions of approval cited in the site plan review approval letter are also conditions of approval of this Conditional Use Permit application.

Renderings of the proposed hotel are attached as **Attachment 3**.

Figure 1: Land Use
(Property outlined in bold)

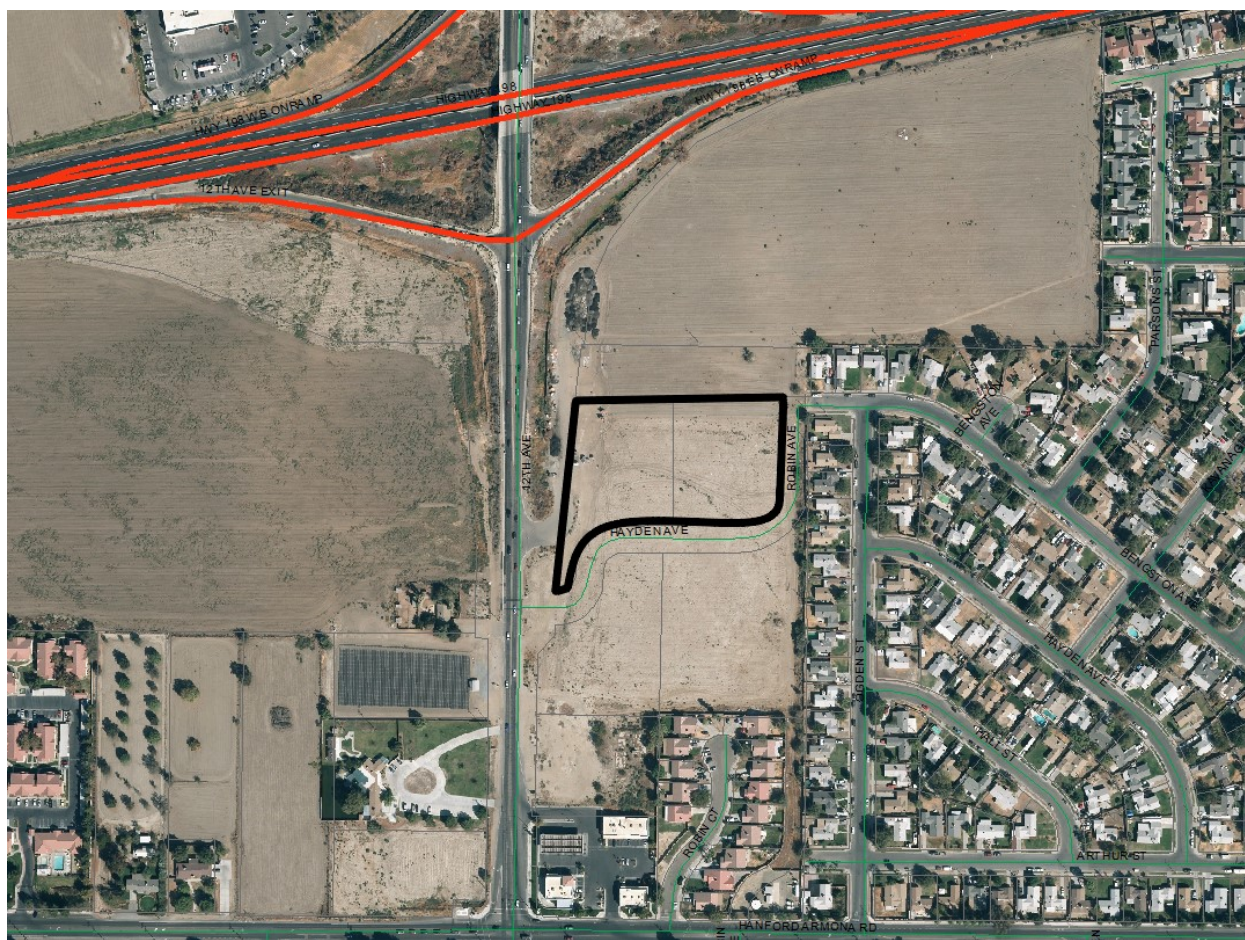


Figure 2: General Plan Designation
Regional Commercial
(Property outlined in bold)

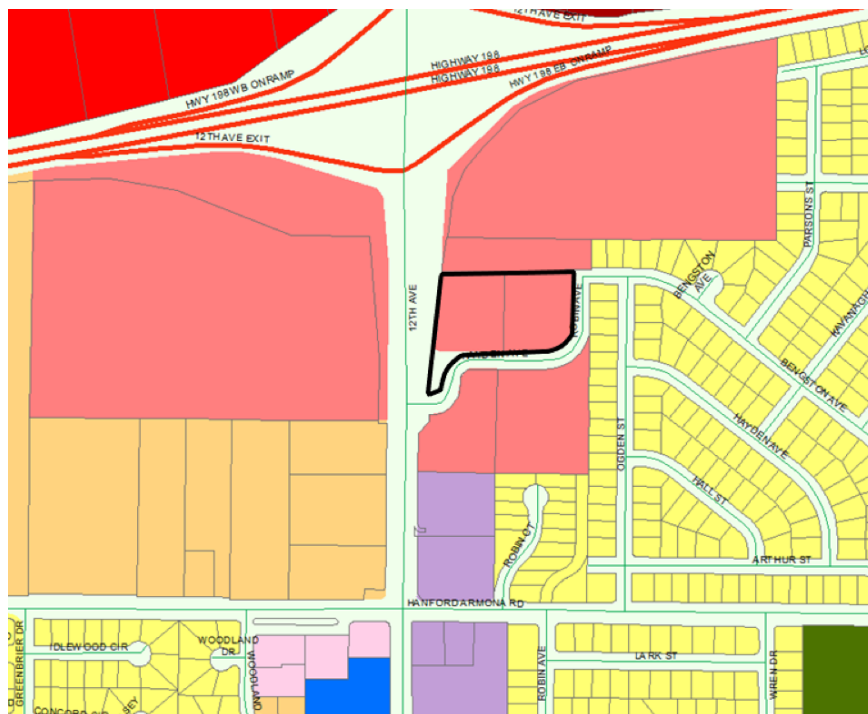
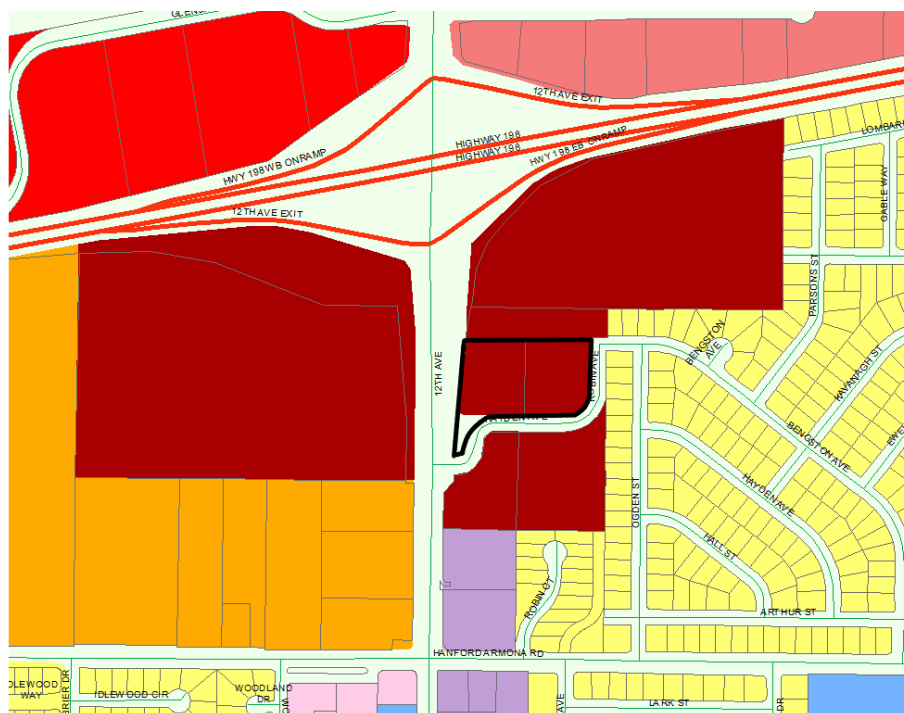


Figure 3: Zoning Designation
C-R Regional Commercial
(Property outlined in bold)



BACKGROUND INFORMATION**General Plan Designation**

The General Plan designates the property as Regional Commercial. The property is zoned C-R Regional Commercial, which corresponds with the General Plan Designation. According to General Plan Policy L47, the purpose of the Regional Commercial designation is to provide a variety of commercial goods, entertainment, and services in large format shopping centers for both the Hanford community and the larger region outside of Hanford. According to General Plan Policy L48, typical uses in the Regional Commercial land use designation include goods, entertainment, and services that benefit the market synergy that occur when the uses are located in close proximity to each other. Typical uses include retail sales in big box or large format buildings, shopping malls, eating establishments, and service stations. The use proposed by the applicant is consistent with the goals and policies of the Hanford General Plan, as it proposes to provide hotel service for the Hanford community and the larger region outside of Hanford.

Zoning Designation

The applicant seeks to allow a hotel on a vacant property. According to the Commercial, Office, and Industrial Zone Use Table, presented in Table 17.08.030 of the Hanford Municipal Code, the use of a hotel or motel is subject to approval of a conditional use permit by the Planning Commission in the C-R Regional Commercial zone district.

A “hotel or motel,” means a building or group of buildings in one complex consisting of multiple guest rooms intended or designed to be occupied on a temporary basis, and typically providing ancillary services such as a restaurant, lounge, pool or exercise room, meeting rooms, and/or other personal services. Alcoholic beverages served to overnight guests outside of a restaurant or bar/lounge typically requires an ABC Type 70 license. The proposed hotel features a pool and plans to serve continental breakfast. No other services are proposed.

Figure 4:
Land Use Table

Commercial, Office, and Industrial Use Table																
P = Use is Permitted by Right C = Use Requires Conditional Use Permit A = Use Requires Administrative Use Permit T = Use Requires Temporary Use Permit Blank = Use is Not Allowed																
Land Uses		Commercial Zones				Mixed Use Zones			Industrial and Office Zones				Other Zones			Specific Land Use Standards (See identified Section)
		C-N	C-R	C-S	C-H	MX-N	MX-C	MX-D	O-R	O	I-L	I-H	AP	PF	CO	
H2	Bed and breakfast inn				C		C	C	C							17.60.040
H3	Boarding or rooming house				C	C	P	P								
H4	Emergency shelter								P					P		
H5	Employee housing for six (6) or fewer employees					P	P	P	P							
H6	Hotel or motel		C	C	P		P	P								

PROJECT EVALUATION

Conformance with the standards of the C-R Regional Commercial zone district

17.18.030 Site Area

In the C-R Regional Commercial zone district, the minimum site area shall be 10 acres. The site may be divided into multiple separate lots, if a reciprocal use agreement for shared common access and parking areas is recorded with the Kings County Recorder's Office. The subject properties total 3.3 acres. The recordation of a parcel map waiver, in order to merge the parcels, is required upon final building occupancy.

The existing parcels are considered a legally nonconforming lot, which means a lot legally created in accordance with the State Subdivision Map Act, prior to the adoption or amendment of the zoning ordinance, but which does not meet all of the provisions, standards, and requirements of the zoning ordinance applicable to lots. A nonconforming lot may be used for any use allowed in the zone district in which it is located. Although the site area does not comply with the current C-R Regional Commercial zone district requirements for site area, the lot may still be used for any use permitted or conditionally permitted in the C-R Regional Commercial zone district. The parcel

map waiver, required upon building occupancy, brings the site further into conformance, by developing a site with common access, shared parking, lighting, and landscaping.

17.18.040 Lot Dimensions

The minimum lot frontage in the C-R Regional Commercial zone district shall be 40 feet, unless a reciprocal use agreement for shared common access and parking areas is recorded with the Kings County Recorder's Office. The recordation of a parcel map waiver, in order to merge the parcels, is required upon final building occupancy. Once the parcels are merged, the resulting parcel will have approximately 439 feet of frontage along 12th Avenue, 625 feet along Hayden Avenue, and 190 feet along Robin Avenue.

17.18.050 Coverage

The maximum coverage of the lot shall be determined by the combined building setback area requirements, open space requirements, and off-street parking and loading requirements. All required building setbacks, landscaping, off-street parking and loading requirements were evaluated and mandated as part of the site plan review process.

17.18.060 Building Setback Area

No structure is permitted to be placed within a building setback area. In the C-R Regional Commercial zone district, all frontages abutting a public street require a 15-foot setback. Therefore, a 15-foot building setback is required along 12th Avenue, W. Hayden Avenue, and Robin Avenue. The applicant provides 15-foot landscaped setbacks to the proposed structure. The setback area will be landscaped on W. Hayden Avenue and Robin Avenue. The rear-building setback may be zero, since the lot lines do not abut an R-L, R-H, R-M, O-R, PF, AP, or CO zone district.

17.18.070 Distances Between Structures

The minimum distance between a structure used solely for residential purposes and another structure shall be 10 feet, except as provided by the building code. There are no residential structures proposed on site.

17.18.080 Height of Structures

The maximum height of structures in the C-R Regional Commercial zone district is 35 feet. The three-story hotel will be 35 feet tall. The structure does not exceed the height maximum of the District.

17.18.090 Driveways

Whenever possible, developments in the C-R Regional Commercial zone district shall share driveways to minimize the number of driveways on public streets. Site Plan Review No. 2018-38 proposes two points of ingress and egress for the site. One approach will be located on W. Hayden Avenue, and one will be located on Robin Avenue.

17.18.100 Off-Street Parking

The applicant proposes 114 parking stalls on site, six of which are ADA-accessible, as shown on approved Site Plan Review No. 2018-38. This exceeds the requirement of the Hanford Municipal Code Section 17.54.040 for hotels, which requires one space per guest room, plus one space per employee.

Calculation:

105 guest rooms + 8 employees yields 113 parking stalls (minimum)

17.18.110 Usable open space

In the C-R Regional Commercial zone district, new developments shall provide a common outdoor, shaded sitting area for use by customers. The size of this area shall be a minimum two hundred fifty (250) square feet per acre of site area. The 3.3-acre site requires a minimum of 825 square feet of common usable open space. This is adequately accommodated by the courtyard and pool area.

17.18.120 Landscaping

In the C-R Regional Commercial zone district, landscaping shall be provided and permanently maintained in a setback area not less than 15 feet from a lot line adjoining a street. A storm drainage basin is provided along the 12th Avenue frontage. Fifteen feet of landscaping will be provided along Hayden Avenue and Robin Avenue.

All requirements of the C-R Regional Commercial zone district, prescribed by Chapter 17.18 of the Hanford Municipal Code, are satisfied.

FINDINGS FOR APPROVAL

Conditional Use Permit No. 2018-13

In taking action on a Conditional Use Permit, the Planning Commission must make the appropriate findings, in accordance with Section 17.80.030 of the Hanford Municipal Code:

1. The proposed use would not impair the integrity and character of the zoning district in which it is to be located;

ANALYSIS: That the proposed development of the hotel will not impair the integrity and character of the C-R Regional Commercial zone district. The use of a hotel is consistent with the regulations set forth in the Hanford Municipal Code Section 17.18 for the C-R Regional Commercial zone district. A hotel is listed as a permitted use, with the approval of a conditional use permit, in the C-R Regional Commercial zone district, as prescribed in the Land Use Table in Section 17.08.030.

2. The proposed use would be compatible with existing land uses and future permitted land uses within the zoning district in which the proposed use is to be located;

ANALYSIS: That the proposed hotel is compatible with existing and future planned land uses in the C-R Regional Commercial zone district. The hotel will be proximal to retail and restaurants, which are compatible existing and future planned land uses within the vicinity. The development and use of a hotel is consistent with the regulations set forth in the Hanford Municipal Code Section 17.18 for the C-R Regional Commercial zone district. A hotel is listed as a permitted use, with the approval of a conditional use permit, in the C-R Regional Commercial zone district, as prescribed in the Land Use Table in Section 17.08.030.

3. The proposed use is consistent with the General Plan;

ANALYSIS: The General Plan designates the property as Regional Commercial. The property is zoned C-R Regional Commercial, which corresponds with the General Plan Designation. According to General Plan Policy L47, the purpose of the Regional Commercial designation is to provide a variety of commercial goods, entertainment, and services in large format shopping centers for both the Hanford community and the larger region outside of Hanford. According to General Plan Policy L48, typical uses in the Regional Commercial land use designation include goods, entertainment, and services that benefit the market synergy that occur when the uses are located in close proximity to each other. Typical uses include retail sales in big box or large format buildings, shopping malls, eating establishments, and service stations. The use proposed by the applicant is consistent with the goals and policies of the Hanford General Plan, as it proposes to provide hotel service for the Hanford community and the larger region outside of Hanford.

4. There will not be significant effects upon the quality of the environment and natural resources;

ANALYSIS: That an initial study was conducted and on the basis on the initial study, the Community Development Department has determined that the project described above would not have significant adverse impacts on the environment, with the incorporation of mitigation measures. Mitigated Negative Declaration No. 2018-14 has been prepared for the project. The initial study, Mitigated Negative Declaration No. 2018-14, and mitigation measures required of development are attached as **Attachment 4**.

5. The proposed location, size, design, and operating characteristics of the proposed use would not be detrimental to the public interests, health, safety, convenience or welfare of the city and that any incompatible impacts of the proposed use are mitigated by conditions of approval.

ANALYSIS: That this application has been reviewed by the various City departments and evaluated for conformity with the requirements of the Hanford Municipal Code Section 17.18 for the C-R Regional Commercial zone district. The proposed use and development of the hotel is compliant with the Hanford Municipal Code. Any other improvements or mitigations required for public health, safety, and welfare have been applied to the project as mitigation measures, and conditions of approval in Site Plan Review No. 2018-38 and the resolution.

PRE-CONSULTATION

In accordance with Section 15603(g) of the California Environmental Quality Act (CEQA) Guidelines, the project proposal was forwarded to the responsible and interested agencies for early consultation on September 18, 2018. Comments were received from the following agencies:

1. Troy Hommerding, Kings County Department of Public Health, Division of Environmental Health Service, received September 24, 2018.
2. Brian Clement, San Joaquin Valley Air Pollution Control District, received September 25, 2018.

All pre-consultation notices are included and analyzed in the initial study, attached as **Attachment 4.**

Kings County Department of Public Health, Division of Environmental Health Services

Pre-consultation was received from Troy Hommerding with the Kings County Department of Public Health, Division of Environmental Health Services on September 24, 2018. A copy of the pre-consultation letter is attached to the initial study. Comments were provided, as follows:

“Thank you for the opportunity to comment on this project. Our office offers the following comments.

1. If this facility will be providing food service (including beverages or continental breakfast), the proponents must submit three copies of construction plans to Kings County Department of Public Health, Division of Environmental Health Services, with sufficient detail to demonstrate that the facility will be able to comply with requirements of the California Retail Food Code (H&S Code 113700 et seq.). The plans must be approved by our office prior to construction. The plan check application can be obtained from our website at: <https://www.countyofkings.com/departments/health-welfare/environmental-health-services-1>. A food vending permit must also be obtained prior to opening to the public.
2. California Health and Safety Code/California Retail Food Code requires outdoor trash enclosures or storage locations be of non-absorbent material such as concrete or asphalt, easily cleanable, durable and sloped to a drain that discharges to an approved sewage treatment system. Furthermore, dumpsters and trash enclosures must be installed so that effective cleaning is possible. Effective cleaning of the dumpster and the outside trash storage area may be accomplished by providing a hot and cold water hose bib with vacuum breaker in the area, by use of a portable steam cleaner, or by contracted cleaning services. As noted above, all waste water from such cleaning operations must drain to the sanitary sewer. Grease traps or interceptors may not be located in a food handling area, and the applicant may wish to install an exterior subterranean grease trap to service the facility.
3. Prior to construction of the swimming pool, the applicant must submit to Kings County Department of Public Health, Division of Environmental Health Services, three copies of complete construction plans for the swimming pool and/or spa, for review for compliance with applicable codes and regulations. No construction of the pool or spa is permitted without prior written approval of the construction plans. A plan check form is available from our website at: <https://www.countyofkings.com/departments/health-welfare/environmental-health-services-1>
4. Before opening the hotel to the public, a hotel/motel application must be filled out and filed with Kings County Department of Public Health, Division of Environmental Health

Services. An application can be obtained at our website at: <https://www.countyofkings.com/departments/health-welfare/environmental-health-services-1>

Staff analysis: All comments cited above are conditions of approval of the resolution.

San Joaquin Valley Air Pollution Control District

Pre-consultation was received from the San Joaquin Valley Air Pollution Control District on September 24, 2018. A copy of the pre-consultation letter is attached to the initial study. Comments were provided, as follows:

“The San Joaquin Valley Unified Air Pollution Control District (District) has reviewed the above referenced project consisting of a request to construct a 65,000 square foot, 105-room, three-story hotel in the C-R Regional Commercial zone district (Project). The project site is located north of Hayden Avenue and east of 12th Avenue, in Hanford, CA. (APNs: 011-060-058 and 011-060-012). The District offers the following comments:

1. Based on information provided to the District, Project specific, annual emissions of criteria pollutants are not expected to exceed any of the following District significance thresholds: 100 tons per year of carbon monoxide (CO), 10 tons per year of oxides of nitrogen (NO_x), 10 tons per year of reactive organic gases (ROG), 27 tons per year in size (PM₁₀), or 15 tons per year of particulate matter of 2.5 microns or less in size (PM_{2.5}). Therefore, the District concludes that the Project would have a less than significant impact on air quality when compared to the above-listed annual criteria pollutant emissions significance thresholds.
2. District Rule 9510 is intended to mitigate a project's impact on air quality through project design elements or by payment of applicable off-site mitigation fees. The project is subject to District Rule 9510 if it equals or exceeds 2,000 square feet of commercial space and has or will receive a project-level discretionary approval from a public agency. If subject to the rule, an Air Impact Assessment (AIA) application is required prior to applying for project level approval from a public agency. In this case, if not already done, please immediately submit an AIA application to the District to comply with District Rule 9510.

In the case the Project is subject to Rule 9510, an AIA application is required and the District recommends that demonstration of compliance with District Rule 9510, before issuance of the first building permit, be made a condition of Project approval. Information about how to comply with District Rule 9510 can be found online at: <http://www.valleyair.org/ISR/ISRHome.htm>. The AIA application form can be found online at: <http://www.valleyair.org/ISR/ISRFormsAndApplications.htm>.

3. Particulate Matter 2.5 microns or less in size (PM_{2.5}) from under-fired charbroilers pose immediate health risk. Since the cooking or meat can release carcinogenic PM_{2.5} species like polycyclic aromatic hydrocarbons, controlling emissions from under-fired charbroilers will have a substantial impact on public health.

Charbroiling emissions occur in populated areas, near schools and residential neighborhoods, resulting in high exposure levels for sensitive Valley residents. The air quality impacts on neighborhoods near restaurants with under-fired charbroilers can be significant on days when meteorological conditions are stable, when dispersion is limited and emissions are trapped near the surface within the surrounding neighborhoods. This potential for neighborhood-level concentration of emissions during evening or multi-day stagnation event raises environmental concerns.

Furthermore, the latest photochemical modeling indicates that reducing commercial charbroiling emissions is critical to achieving attainment of multiple federal PM_{2.5} standards and associated health benefits in the Valley.

Therefore, the District strongly recommends new restaurants that will operate under-fired charbroilers install emission control systems during the construction phase since installing charbroiler emissions control systems during construction of new facilities is likely to result in substantial economic benefit compared to costly retrofitting. To ease the financial burden for Valley businesses that wish to install control equipment before it is required by District Rule 4692 (Commercial Charbroiling), the District is currently offering substantial incentive funding that covers the full cost of purchasing, installing, and maintaining the system for up to two years. Please contact the District at (559)230-5800 or technology@valleyair.org for more information.

4. The proposed Project may be subject to District Rules and Regulations, including: Regulation VIII (Fugitive PM₁₀ Prohibitions), Rule 4102 (Nuisance), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations). In the event an existing building will be renovated, partially demolished or removed, the Project may be subject to District Rule 4002 (National Emission Standards for Hazardous Air Pollutants). The above list of rules is neither exhaustive nor exclusive. To identify other District permit requirements, the applicant is strongly encouraged to contact the District's Small Business Assistance Office at (559)230-5888. Current District rules can be found online at: www.valleyair.org/rules/1ruleslist.htm.
5. The District recommends that a copy of the District's comments be provided to the Project proponent.

District staff is available to meet with you and/or the applicant to further discuss the regulatory requirements that are associated with this Project. If you have any questions or require further information, please call Georgia Stewart at (559)230-5937 or e-mail Georgia.Stewart@valleyair.org. When calling or emailing the District, please reference District CEQA number 20180995."

Staff Analysis: A copy of the District's comments has been provided to the project proponent. The comments provided have been incorporated into the mitigation monitoring and reporting program, as conditions of development, as requested by the District.

CONSULTATION

On October 18, 2018, staff forwarded a consultation notice to the interested agencies, in accordance with Public Resources Code Section 21081.6. No responses were received.

PUBLIC COMMENT

A Notice of Intent to Adopt a Mitigated Negative Declaration and Notice of Public Hearing for the project was noticed in the local newspaper on October 19, 2018 and mailed to property owners within 300 feet of the project site on October 18, 2018.

Public Comment Received

On November 8, 2018, a petition letter was received by Jagdish Patel. The petition letter is attached for the Planning Commission's review as **Attachment 5**. The petition letter reads:

"We, the citizens of the city of Hanford, petition to allow construction a three-story, 65,900 sq. ft. 105- room hotel in the C-R Regional Commercial zone district in Hanford by Jayantilal Patel of Bay Area.

The entity, Jayantilal Patel of Bay Area, wants to construct a hotel in Hanford that was originally proposed by Jagdish Patel of Hanford. Jagdish Patel of Hanford had planned this project months in advance and completed an application for Hampton Inn for C-R Regional Commercial zone district in Hanford to the franchise operations of Hampton Inn, Hilton Franchise on July 09, 2018. Later, Jayantilal Patel of Bay Area opposed the project for Jagdish Patel to allow a Hampton Inn to Hanford and proposed to construct the Hampton Inn in same commercial zone district. This act should not be welcomed and be granted to Jagdish Patel, hotelier of Hanford, who has always sought to expand the boundaries and create a financial stability for Hanford by always investing to the local and city of Hanford.

I demand the petition for Hanford Planning Commission to stop and disapprove the development of a three-story, 105-room hotel in the C-R Regional Commercial zone district in Hanford by Jayantilal Patel of Bay Area and to grant this proposed project to Jagdish Patel of Hanford since 1993."

The petition has 138 signatures.

Staff Analysis: The petition letter does not cite an inability to make the appropriate findings for the Conditional Use Permit, nor does the letter address environmental issues which have not been addressed in the initial study. In accordance with Section 17.80.030 B. of the Hanford Municipal Code, a conditional use permit may be denied if the reviewing authority finds one or more of the findings cannot of Section 17.80.030 A. cannot be made.

ENVIRONMENTAL ASSESSMENT

In accordance with the California Environmental Quality Act (CEQA) guidelines, the project was evaluated in an Environmental Assessment/Initial Study. Based on the review, it was determined that the proposed project would not result in a significant adverse impact on the environment with the incorporation of mitigation measures, therefore Mitigated Negative Declaration No. 2018-14 has been prepared, attached as **Attachment 4**.

RECOMMENDATION

Staff recommends that the Planning Commission:

1. Adopt Mitigated Negative Declaration No. 2018-14, certifying that the project will have a less than significant impact on the environment with the incorporation of mitigation measures.
2. Adopt Resolution No. 2018-25, approving Conditional Use Permit No. 2018-13.

Applicant/Owner:

Jayantilal Patel
140 South Court
Alamo, CA 94507

RESOLUTION NO. 2018-25

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HANFORD
PERTAINING TO CONDITIONAL USE PERMIT NO. 2018-13, A REQUEST TO ALLOW A
THREE-STORY, 65,900 SQ. FT., 105-ROOM HOTEL IN THE C-R REGIONAL COMMERCIAL
ZONE DISTRICT. THE PROJECT IS LOCATED NORTH OF HAYDEN AVENUE, EAST OF
12TH AVENUE (APN 011-060-058 AND 011-060-012).**

At a regular meeting of the City of Hanford Planning Commission duly called and held on November 13, 2018, on motion of Commissioner DOUGLAS, seconded by Commissioner GALVAN, and duly carried, the following resolution was adopted:

WHEREAS, Conditional Use Permit No. 2018-13, a request to allow a hotel in the C-R Regional Commercial zone district, has been reviewed by the Planning Commission of the City of Hanford, in accordance with Title 17.80 of the Hanford Municipal Code; and

WHEREAS, the project is located north of Hayden Avenue, east of 12th Avenue (APN 011-060-058 and 011-060-012); and

WHEREAS, the site will be developed, as shown in Site Plan Review No. 2018-38, attached as **Exhibit A**; and

WHEREAS, all conditions of approval for Site Plan Review No. 2018-38, attached as **Exhibit B**, shall also become conditions of approval for Conditional Use Permit No. 2018-13; and

WHEREAS, staff, the various governmental departments, and the Planning Commission have given careful consideration to this conditional use permit application and have made recommendations thereon; and

WHEREAS, the Planning Commission has reviewed the facts and evidence provided in the staff report and the written and oral evidence presented at the public hearing; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) guidelines, the project was evaluated in an Environmental Assessment/Initial Study. Based on the review, it was determined that the proposed project would not result in a significant adverse impact on the environment with the incorporation of mitigation measures, therefore Mitigated Negative Declaration No. 2018-14 has been adopted; and

WHEREAS, all mitigation measures cited in the Mitigation Monitoring and Reporting Program, attached as **Exhibit C**, shall also be conditions of development; and

THEREFORE, BE IT RESOLVED that the Planning Commission hereby makes the following findings pursuant to Section 17.80.050 of the Hanford Municipal Code:

1. The proposed use would not impair the integrity and character of the zoning district in which it is to be located;

ANALYSIS: That the proposed development of the hotel will not impair the integrity and character of the C-R Regional Commercial zone district. The use of a hotel is consistent with the regulations set forth in the Hanford Municipal Code Section 17.18 for the C-R Regional Commercial zone district. A hotel is listed as a permitted use, with the approval of a conditional

use permit, in the C-R Regional Commercial zone district, as prescribed in the Land Use Table in Section 17.08.030.

2. The proposed use would be compatible with existing land uses and future permitted land uses within the zoning district in which the proposed use is to be located;

ANALYSIS: That the proposed hotel is compatible with existing and future planned land uses in the C-R Regional Commercial zone district. The hotel will be proximal to retail and restaurants, which are compatible existing and future planned land uses within the vicinity. The development and use of a hotel is consistent with the regulations set forth in the Hanford Municipal Code Section 17.18 for the C-R Regional Commercial zone district. A hotel is listed as a permitted use, with the approval of a conditional use permit, in the C-R Regional Commercial zone district, as prescribed in the Land Use Table in Section 17.08.030.

3. The proposed use is consistent with the General Plan;

ANALYSIS: The General Plan designates the property as Regional Commercial. The property is zoned C-R Regional Commercial, which corresponds with the General Plan Designation. According to General Plan Policy L47, the purpose of the Regional Commercial designation is to provide a variety of commercial goods, entertainment, and services in large format shopping centers for both the Hanford community and the larger region outside of Hanford. According to General Plan Policy L48, typical uses in the Regional Commercial land use designation include goods, entertainment, and services that benefit the market synergy that occur when the uses are located in close proximity to each other. Typical uses include retail sales in big box or large format buildings, shopping malls, eating establishments, and service stations. The use proposed by the applicant is consistent with the goals and policies of the Hanford General Plan, as it proposes to provide hotel service for the Hanford community and the larger region outside of Hanford.

4. There will not be significant effects upon the quality of the environment and natural resources;

ANALYSIS: That an initial study was conducted and on the basis on the initial study, the Community Development Department has determined that the project described above would not have significant adverse impacts on the environment, with the incorporation of mitigation measures. Mitigated Negative Declaration No. 2018-14 has been prepared for the project.

5. The proposed location, size, design, and operating characteristics of the proposed use would not be detrimental to the public interests, health, safety, convenience or welfare of the city and that any incompatible impacts of the proposed use are mitigated by conditions of approval.

ANALYSIS: That this application has been reviewed by the various City departments and evaluated for conformity with the requirements of the Hanford Municipal Code Section 17.18 for the C-R Regional Commercial zone district. The proposed use and development of the hotel is compliant with the Hanford Municipal Code. Any other improvements or mitigations required for public health, safety, and welfare have been applied to the project as mitigation measures and conditions of approval in Site Plan Review No. 2018-38 and the resolution.

THEREFORE, BE IT FURTHER RESOLVED that the Planning Commission has determined that Conditional Use Permit No. 2018-13 be approved, subject to the conditions of approval for Site Plan Review No. 2018-38, attached as **Exhibit B**, and the following conditions:

1. That an approved permit shall expire and shall become null and void two (2) years after the date of approval unless, prior to expiration a building permit is issued and construction commenced or the use has commented.

KINGS COUNTY DIVISION OF ENVIRONMENTAL HEALTH SERVICES

Contact Troy Hommerding at Troy.Hommerding@co.kings.ca.us

Concerning questions you may have regarding the following:

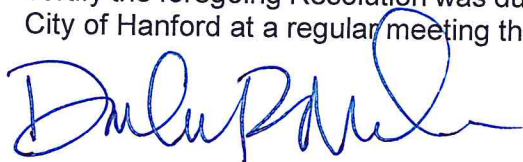
2. That if this facility will be providing food service (including beverages or continental breakfast), the proponents must submit three copies of construction plans to Kings County Department of Public Health, Division of Environmental Health Services, with sufficient detail to demonstrate that the facility will be able to comply with requirements of the California Retail Food Code (H&S Code 113700 et seq.). The plans must be approved by our office prior to construction. The plan check application can be obtained from our website at: <https://www.countyofkings.com/departments/health-welfare/environmental-health-services-1>. A food vending permit must also be obtained prior to opening to the public.
3. That California Health and Safety Code/California Retail Food Code requires outdoor trash enclosures or storage locations be of non-absorbent material such as concrete or asphalt, easily cleanable, durable and sloped to a drain that discharges to an approved sewage treatment system. Furthermore, dumpsters and trash enclosures must be installed so that effective cleaning is possible. Effective cleaning of the dumpster and the outside trash storage area may be accomplished by providing a hot and cold water hose bib with vacuum breaker in the area, by use of a portable steam cleaner, or by contracted cleaning services. As noted above, all waste water from such cleaning operations must drain to the sanitary sewer. Grease traps or interceptors may not be located in a food handling area, and the applicant may wish to install an exterior subterranean grease trap to service the facility.
4. That prior to construction of the swimming pool, the applicant must submit to Kings County Department of Public Health, Division of Environmental Health Services, three copies of complete construction plans for the swimming pool and/or spa, for review for compliance with applicable codes and regulations. No construction of the pool or spa is permitted without prior written approval of the construction plans. A plan check form is available from our website at: <https://www.countyofkings.com/departments/health-welfare/environmental-health-services-1>
5. That before opening the hotel to the public, a hotel/motel application must be filled out and filed with Kings County Department of Public Health, Division of Environmental Health Services. An application can be obtained at our website at: <https://www.countyofkings.com/departments/health-welfare/environmental-health-services-1>

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

AYES:	Commissioners DOUGLAS, GALVAN, JOHNSTON, PERICO, SANCHEZ, PADEN
NOES:	Commissioners NONE
ABSTAIN:	Commissioners NONE
ABSENT:	Commissioners HAM

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

I, **DARLENE R. MATA**, Secretary of the City of Hanford Planning Commission, do hereby certify the foregoing Resolution was duly passed and adopted by the Planning Commission of the City of Hanford at a regular meeting thereof held on the 13th day of November 2018.

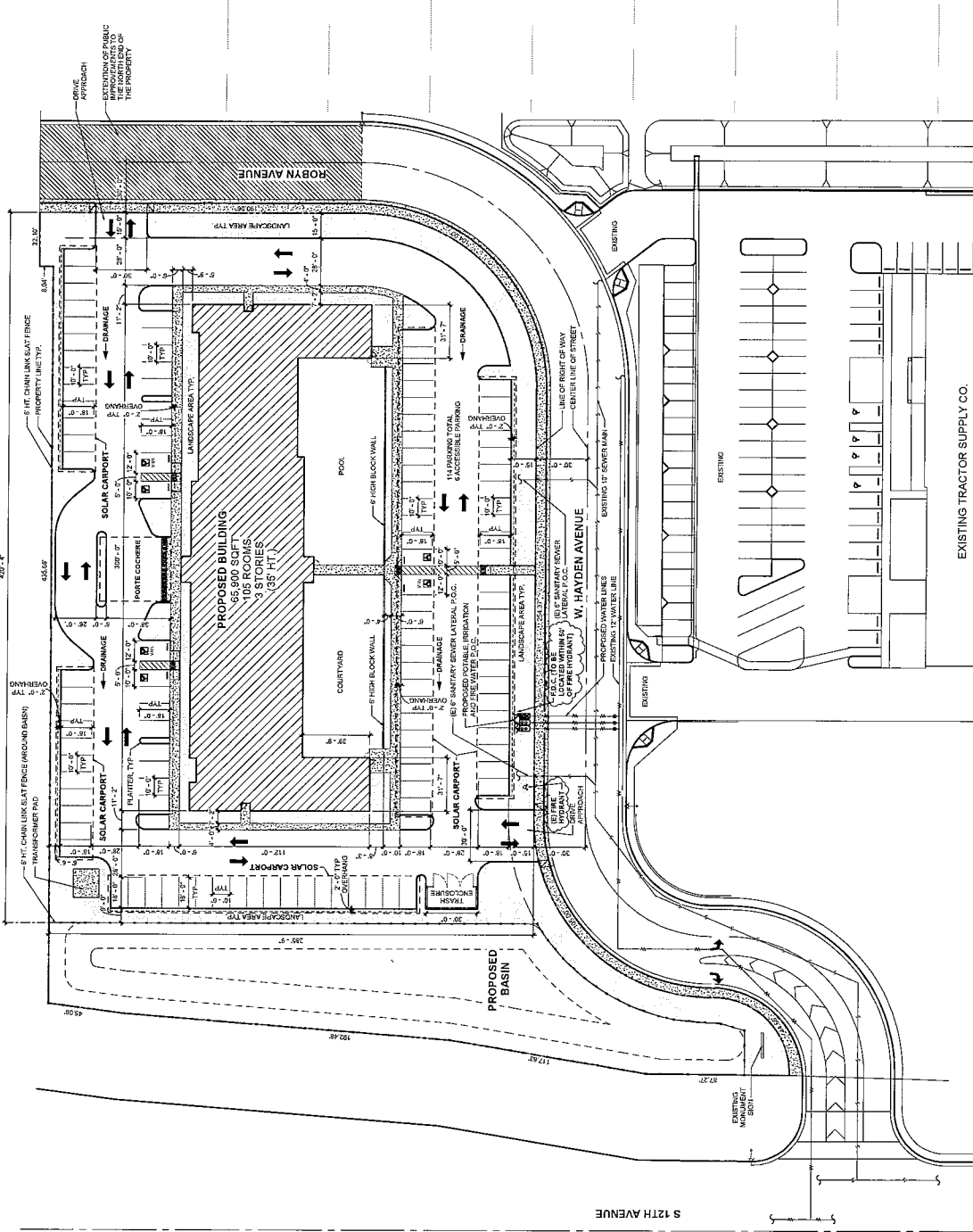


Darlene R. Mata, Secretary

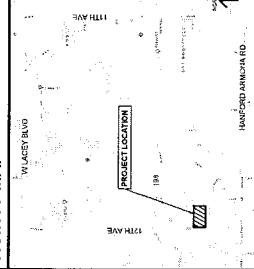
Exhibit A
Site Plan No. 2018-38

Attachment: Attachment 3- Resolution 2018-25 (CUP 2018-13)

SITE PLAN
1" = 30'-0"



VICINITY MAP



A1.01

SITE PLAN

DATE	06/26/18
BY	CP
FOR	CP
PROJECT NO.	2018-0002
SHEET NO.	1

HAMPTON INN
LJAM INVESTMENTS LLC
HANFORD, CA

Klassen
Architectural
Construction
2021 Westwind Drive
Bakersfield, CA 93301
(805) 324-3900 Fax
www.klassenarch.com

NOTES

ADDRESS: 12TH STREET AND W HAYDEN ST
BUILDING AREA: 65,000 SQ FT (105 ROOMS)
SITE AREA: 14,000 SQ FT (AS SHOWN)
LANDSCAPING AREA: 10,000 SQ FT (AS SHOWN)
EXISTING STORMWATER RETENTION SURFACE (12,000)
FAC TO BE LOCATED WITHIN 50' OF FIRE HYDRANT

LEGEND

- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATER MAIN
- PROPOSED WATER MAIN
- LANDSCAPING AREA
- CONCRETE AREA
- BUILDING AREA

PUBLIC IMPROVEMENTS INCLUDE:
1. 10' WIDE SIDEWALK ALONG HAYDEN AVENUE TO CITY STANDARD SPEC INCLUDING CURB, GUTTER AND DRAIN
2. CONTINUATION OF SEWER, WATER AND STORM DRAIN TO THE PROPERTY
3. 10' WIDE SIDEWALK ALONG HAYDEN AVENUE TO THE PROPERTY
4. 10' WIDE SIDEWALK ALONG HAYDEN AVENUE TO THE PROPERTY
5. 10' WIDE SIDEWALK ALONG HAYDEN AVENUE TO THE PROPERTY
6. 10' WIDE SIDEWALK ALONG HAYDEN AVENUE TO THE PROPERTY
7. 10' WIDE SIDEWALK ALONG HAYDEN AVENUE TO THE PROPERTY
8. 10' WIDE SIDEWALK ALONG HAYDEN AVENUE TO THE PROPERTY
9. 10' WIDE SIDEWALK ALONG HAYDEN AVENUE TO THE PROPERTY
10. 10' WIDE SIDEWALK ALONG HAYDEN AVENUE TO THE PROPERTY

Exhibit B
Site Plan Review No. 2018-38 Conditions of Approval

Attachment: Attachment 3- Resolution 2018-25 (CUP 2018-13)

City of HANFORD

CALIFORNIA 93230
CITY OFFICES 317 NORTH DOUTY STREET



MAYOR
DAVID G. AYERS
VICEMAYOR
SUE SORENSEN
COUNCIL MEMBERS
MARTIN DEVINE
DIANE SHARP
JUSTIN MENDES
CITY MANAGER
DARREL L. PYLE
CITY ATTORNEY
ROBERT N. DOWD

DATE: October 22, 2018

PROJECT: Site Plan Review 2018-38

APPLICANT: Jay Patel

LOCATION: north of Hayden Avenue, east of 12th Avenue
(APN 011-060-058 and 011-060-012).

PROPOSAL: A request to construct a three-story, 105-room hotel

ZONING: C-R Regional Commercial

SITE PLAN REVIEW COMMITTEE REVIEW DATE: September 4, 2018

Enclosed for your review are the comments and decisions of the Site Plan Review Committee. Please review all comments, since they may impact your project:

- ☐ **RESUBMIT:** Major changes to your plans are required prior to accepting construction drawings for a building permit. A meeting with the Site Plan Review Committee is not required.
- ☐ **MEETING REQUIRED:** During site plan review, concerns were identified, schedule a meeting with the following prior to resubmittal:
- | | |
|--------------------------------------|---|
| ☐ Planning | ☐ Building |
| ☐ Fire | ☐ Engineering |
| ☐ Solid Waste | ☐ Police |
| ☐ Wastewater | ☐ Parks and Recreation |

☒ **REVISE AND PROCEED**

- ☒ Approved subject to the following and the attached conditions of approval.
☒ Submit plans for a building permit between the hours of 8:00 a.m. and 4:00 p.m.
☒ Your Plans must be reviewed by:

- | | |
|---|---|
| ☐ City Council | ☒ Planning Commission CUP |
| ☐ Parking and Traffic Commission | ☐ Parks and Recreation Commission |
| ☐ Other: _____ | |

Signed

Gabrielle Myers
 Gabrielle Myers, Associate Planner
 Community Development Department

October 22, 2018
 DATE

Attachment: Attachment 3- Resolution 2018-25 (CUP 2018-13)

EXPIRATION

A site plan approval shall expire one (1) year from its approval date, unless a building permit application has been submitted or the use has commenced. Prior to expiration, the Community Development Director may extend the permit expiration date by one (1) year if there is substantial evidence that the applicant is diligently pursuing building permit approval or commencement of the use (Hanford Municipal Code Section 17.72.070).

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Although the Site Plan Review is a ministerial action, and therefore exempt from further environmental review, the Conditional Use Permit is subject to further environmental review. An initial study has been prepared for the project. Based on an Initial Study, the Community Development Department has determined that the project described above would not have significant adverse impacts on the environment with the incorporation of mitigation measures. A Mitigated Negative Declaration has been prepared for the project.

COMMENTS AND CONDITIONS OF APPROVAL

THE FOLLOWING DEPARTMENT COMMENTS AND CONDITIONS ARE ATTACHED:

- ☒ PLANNING
- ☒ BUILDING
- ☒ ENGINEERING
- ☒ SOLID WASTE
- ☒ WASTEWATER
- ☐ POLICE
- ☒ FIRE
- ☐ PARKS AND RECREATION

DEFENSE AND INDEMNIFICATION PROVISION

That the applicant shall defend, indemnify, and hold harmless the City of Hanford ("City"), its officials, officers, employees, representatives, agents and attorneys, from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the City's act or acts leading up to and including approval of any environmental document and/or granting of any approvals relating to the Project. Applicant's obligation to defend, indemnify and hold the City harmless specifically includes, but is not limited to, any suit or challenge by any third party against the City which challenges or seeks to set aside, void or annul the legality or adequacy of any environmental document approved by the City or any approval related to the Project

APPLICANT'S STATEMENT (Must be signed prior to issuance of a building permit)

I have reviewed a copy of the Site Plan Review Approval No. 2018-38 and I understand that the proposed construction and/or land use is dependent upon the fulfillment of the conditions of approval and construction of all required public improvements prior to use, inauguration or occupancy, unless other arrangements are approved.

Applicant or Authorized Representative

PLANNING DIVISION

Contact Associate Planner Gabrielle de Silva: (559) 585-2578
concerning questions that you may have on the conditions listed below:

Notes:

1. That the use of a hotel in the C-R Regional Commercial zone district shall be subject to approval of a Conditional Use Permit by the Planning Commission.
2. That a parcel map waiver is required, in order to merge the two parcels.

C-R Regional Commercial Checklist: (all checked shall apply)

General:

- ☒ That approval of this project does not exempt compliance with all applicable sections of the Zoning Ordinance, Public Works Improvement Standards, fees, or other City Ordinances.
- ☒ That all approved proposals of the applicant be conditions of development, if not mentioned herein.
- ☒ That the site be developed according to the approved site plan, titled Site Plan Review No. 2018-38 with minor modifications to be approved by the Community Development Department.
- ☒ That no expansion of the use which would tend to increase the projected scale of operations beyond the scope and nature described in this Site Plan Review shall be permitted except upon application for, and approval of, modification of this application according to all procedures and requirements thereof.
- ☒ That the use of a hotel is subject to approval by the Planning Commission through the Conditional Use Permit process.
- ☒ That a parcel map waiver is required, in order to merge the two parcels.

Cultural Resources:

- ☒ That if cultural resources are discovered during construction or related activities, all work shall be halted and a qualified archeologist and the City of Hanford shall be notified. The find shall be properly investigated and appropriate measures are to be taken before construction may continue.

Building Setback Areas (17.18.060)

- ☒ That the appropriate setbacks be maintained, as follows:
 - ☒ The front building setback area shall be 15 feet.
 - ☒ The rear building setback may be zero.

- ☒ The side building setback may be zero.
- ☒ The street side building setback shall be 15 feet.

Off Street Parking: (Section 17.54).

- ☒ That the applicant shall provide 114 parking stalls on site, six of which are ADA-accessible, as shown on the approved site plan, based on the ratio one space per guest room, plus one space per employee.

Calculation:

105 guest rooms + 8 employees yields 113 parking stalls (minimum)

- ☒ That the standard parking space shall not be less than 18.5 feet in length and nine feet in width, exclusive of aisles and access drives (Section 17.54.110 A).
- ☒ That the maximum number of compact-car parking spaces is limited to 30 percent of the total parking spaces required. A compact parking space shall not be less than 16 feet in length and 8 feet in width, and marked for compact cars (Section 17.54.110 B. and C).
- ☒ There shall be no more than four compact spaces adjacent to each other.
- ☒ That parking for bicycles and low-emission vehicles shall be provided in accordance with the latest adopted version of the California Building Code (Section 17.54.190).
- ☒ In the commercial zone district, not less than five percent of the interior square footage of a parking area shall be landscaped with trees and other plant materials suitable for ornamentation. **Parking areas are to have one tree placed at every four lineal parking stalls.**

Signage: (Section 17.56).

- ☒ That any/all signs proposed for this development shall be subject to the requirements and prescribed in Chapter 17.56 of the Hanford Municipal Code. A separate application is required.

Fencing and Walls: (Section 17.18.130)

- ☒ That no fence or wall shall be placed in front of or within any landscaped area located next to a street.
- ☒ That the open storage of materials and equipment attendant to a use shall be permitted only within an area surrounded or screened by a solid wall or fence seven feet minimum in height.
- ☒ Along a rear lot line not exceeding seven feet in height.
- ☒ Along an interior side lot line not exceeding seven feet in height beginning at 10 feet from the front lot line.
- ☒ That any proposed fencing on the site be maintained in good repair.

- ☒ That no fence or wall shall be placed within the public right-of-way.
- ☒ That a masonry fence exceeding three (3) feet in height shall require engineered footings and a building permit. All other fencing exceeding seven (7) feet in height shall require engineered post footings and a building permit.
- ☒ That no hedge, shrub, fence, or wall exceeding the three (3) feet in height, or four (4) feet in height if the upper one (1) foot is fifty (50) percent or more open shall be planted, placed, or maintained within the twenty-five (25) feet corner sight triangle of a corner lot, or along a front or street side property line where the hedge, shrub, fence, or wall creates a traffic or pedestrian hazard as determined by the Community Development Director.

Landscaping: (Section 17.18.120 and 17.52).

- ☒ **Landscaping shall be provided and permanently maintained in a setback area not less than 15 feet from a lot line adjoining a street.**
- ☒ General Design Standards: the following features shall be incorporated into the design of the proposed landscape and shown on the required landscape plans:
 - ☒ Publicly maintained landscape areas shall be separated from privately maintained landscape areas with, at a minimum, a four (4) inch wide concrete mow strip.
 - ☒ Pedestrian access to sidewalks and structures shall be integrated with the design of landscaped areas.
 - ☒ Landscape adjacent to driveways and parking areas shall be protected from vehicle damage through the provision of a minimum six (6) inch high and six (6) inch wide concrete curb.
 - ☒ Concrete mow strips, when used, shall be a minimum of four (4) inches in width.
 - ☒ Trees and shrubs shall be planted so that at maturity they do not interfere with utility lines and traffic safety sight areas.
 - ☒ Trees and shrubs shall be planted and maintained in a manner that protects the basic rights of adjacent property owners, particularly the right to solar access.
 - ☒ Trees planted within five (5) feet of sidewalks or curbs shall have an eighteen (18) inch by ten (10) foot long linear root barrier placed at each edge of the sidewalk or face of curb, centered on the tree.
- ☒ Plant materials. Plant materials shall be selected and installed in accordance with the following requirements:
 - ☒ The size of ten (10) percent of the trees to be planted shall be twenty-four (24) inch box or larger. The remaining trees shall be sized fifteen (15) gallons or larger.
 - ☒ The size of seventy (70) percent of plants and shrubs shall be at five (5) gallon or larger. The remaining plants and shrubs shall be sized one (1) gallon or larger.

- ☒ The size of groundcover at planting shall be one (1) gallon or larger.
- ☒ Groundcover shall be designed to have one hundred (100) percent coverage within two (2) years.
- ☒ Drought tolerant plant material and climate appropriate species shall be emphasized in the design.
- ☒ That the landscaped area shall be planted with live and healthy plant materials suitable for screening/or ornamenting the site. Landscaped areas shall be watered by automatic systems and designed and developed in accordance with Chapter 12.08 and the most recent State Model Water Efficient Landscaped Ordinance.
- ☒ That no fence, hedge, or shrub shall be installed, planted, or maintained along a street frontage, which creates a traffic or pedestrian hazard.

Outdoor Lighting Standards (Section 17.50.140)

- ☒ That all lights and light fixtures, except public street lights, shall be located, aimed or shielded so as to minimize light trespassing across property boundaries or skyward.
- ☒ That building mounted lighting fixtures shall be attached only to the walls of the building. The top of a light fixture attached to a building wall shall not be higher than the top of the building parapet or the top of the roof eave, whichever is lower.
- ☒ That the canopy ceiling light fixtures shall be recessed or the sides of the lens area shall be shielded, in order to eliminate emission of horizontal light.
- ☒ That the height of freestanding light fixtures, including freestanding parking lot fixtures, shall be measured from the top of a light fixture to the adjacent grade at the base of the support for that light fixture and shall not exceed 50 feet.

Dust Control:

- ☒ That the appropriate dust-control practices of the San Joaquin Valley Air Pollution Control District shall be implemented.
- ☒ That the any necessary permits be obtained through the San Joaquin Valley Air Pollution Control District.

BUILDING DIVISION
SPR 2018-038(502-1032) Hotel
8-29-18

1644 Hayden Avenue

Contact Building Official: Tom Webb (559) 585-2584

Concerning questions that you may have on the conditions listed below:

1. That building permits must be obtained from the City Building Division for each structure to include but not limited to: buildings, pools, fences, trash enclosures, signs and carports for any structural, plumbing, electrical or mechanical work being done.
2. That no building or structure shall be used or occupied, and no change in the existing occupancy classification of building or structure or portion thereof shall be made until the building official has approved the change and issued a Certificate of Occupancy.
3. That detailed dimensioned plans be provided to the Building Division for each structure prior to obtaining construction permits. Each structure will require a separate submittal and permit.
4. That each structure will require plans and calculations signed by an architect or engineer licensed to practice in the State of California. Submittal shall consist of as applicable:
 - 4.1 1 copy of the City of Hanford Permit Application form
 - 4.2 6 complete sets of Drawings, unless noted, including:
 - 4.2.1 Grading Plan (Civil Drawings, for reference)
 - 4.2.2 Site Plan
 - 4.2.3 Architectural Drawings
 - 4.2.4 Structural Drawings
 - 4.2.5 Electrical Drawings
 - 4.2.6 Mechanical Drawings
 - 4.2.7 Plumbing Drawings
 - 4.2.8 Landscape Plan (for reference)
 - 4.2.9 Planning Dept. "Conditions of Approval" or "Resolution" printed on the drawings and part of the drawing submittal
 - 4.2.10 A minimum of 2 sets shall be stamped and wet signed by an Architect or Engineer licensed in the State of California.

****** Each structure will be considered a separate submittal. Grading, Landscaping, Signage and all Fire permits are separate submittals as well and require separate applications and submittals as applicable.******

- 4.3 2 complete sets of documentation, unless noted, including:
 - 4.3.1 Architectural Specifications
 - 4.3.2 Structural Calculations
 - 4.3.3 Electrical Calculations, if not included on the drawings
 - 4.3.4 Mechanical Calculations, if not included on the drawings
 - 4.3.5 Plumbing Calculations, if not included on the drawings
 - 4.3.6 Energy Calculations, if not included on the drawings
 - 4.3.7 CalGreen Compliance, if not included on plans
 - 4.3.8 **Compliance with the City of Hanford Landscape Ordinance**
 - 4.3.9 A minimum of 2 sets shall be stamped and wet signed by an Architect or Engineer licensed in the State of California.
5. That the site, as well as the buildings, shall be made accessible and usable by the disabled in accordance with the California Building Code, Chapter 11B.

6. That a school impact fee of \$0.61 (or revision thereof) for each square foot of new building area be paid when building permits are issued.
7. That all special inspection reports be submitted to the Building Division prior to final inspection.
8. That all construction shall conform to the Most Current Edition (2016) of the California Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Fire Code, California Energy Code and CalGreen.
9. That Kings County Impact Fees shall apply at current rates.
10. That the tenant, lessee, and/or owner are responsible for compliance with the Americans with Disabilities Act. By federal law your facility must be made accessible to the highest degree possible.
11. That the applicant provide a complete set of AS-BUILT drawings on CD, in "tif" format, to the Building Division prior to Final Inspection.
12. That block walls, fences over 7' tall and trash enclosures require separate submittals/permits through the Building Dept.
13. That the address will be 1644 Hayden Avenue.

Hanford Fire Department

Contact Fire Chief Chris Ekk @ 559-585-2545 or cekk@cityofhanfordca.com concerning questions that you may have on the following conditions.

Site Plan Review

Date: August 29, 2018

Project #: 2018-28 (502-1032) 12th & HWY 198 3-Story Hotel

General Instructions

1. Approval of this project does not exempt compliance with all applicable sections of the City adopted fire codes and local fire ordinances.
2. All fire protection systems must be installed and operational prior to occupying the building.
3. All permits shall be issued and fees paid prior to scheduling inspections with the Fire Department. To schedule appointments for inspections, please email at grocha@cityofhanfordca.com and dbodiroga@cityofhanfordca.com
4. Scope of work shall be clearly stated on all plans submitted for permit.
5. All Deferred Submittals shall be listed on the building plan Title Page. All deferred submittals are required to be submitted within 30-days of building permit issuance.

The following comments are applicable if checked:

1. ☐ No comments.
2. ☒ This project must comply with latest applicable codes.
3. ☒ Project must meet minimum fire flow requirements per the table in Appendix B & C of the 2016 California Fire Code.
4. ☒ If a new fire hydrant flow test is required, contact the fire department for submittal requirements.
5. ☒ Based on the occupancy classification, an automatic sprinkler system is required for this project. ***A separate fire department permit is required.*** Contact the fire department for submittal process.
 - ☒ NFPA 13 System per CFC 903.3.1.1
 - ☐ NFPA 13R System per CFC 903.3.1.2 (Group R occupancies)
 - ☐ NFPA 13D System per CFC 903.3.1.3 (one and two-family dwellings, Group R-3, and townhouses)
6. ☒ For automatic sprinkler systems, ***a separate permit must be submitted*** for the underground system supplying the sprinkler system. Contact the fire department for submittal information.

Attachment: Attachment 3- Resolution 2018-25 (CUP 2018-13)

7. ☒ Fire Riser Room: All new buildings that require an automatic fire sprinkler system shall contain a separate room to house the fire riser and FDC inside of it and shall have the following building elements:
- At least one man door shall be provided - only exterior door(s) are allowed,
 - The fire riser room and the door shall be large enough to accommodate repairs and/or maintenance needed by the use of tools and the removal and/or replacement of parts/pipe to the fire riser or FDC; suggested size 4' x 4' room.
 - One-hour rated construction,
 - Fire sprinkler head coverage required,
 - Normal and emergency back-up lighting shall be installed inside the fire riser room,
 - The exterior of the fire riser door shall have permanent signage stating FIRE RISER ROOM in a contrasting color to background,
 - For existing buildings: please contact the fire department for requirements.
8. ☒ When a sprinkler system is required with 21 or more sprinkler heads, the system shall be monitored by a Central Station Service. Fire alarm and detection systems required by Chapter 9 of the currently adopted edition of the California Building Code (CBC) and CFC shall be installed per NFPA 72. **A separate fire department permit is required** for fire sprinkler monitoring and/or fire alarm systems required by the latest edition of the CBC. Contact the fire department for submittal process.
9. ☒ A hydrant will be required within 50 feet of the fire department connection. **Knox FDC Plugs, Model #3401**, are required on all FDC's. The ordering of Knox Box products can be done directly at www.knoxbox.com or an order form can be obtained from the fire department. Install FDC within 50' of the existing hydrant on the north side of Hayden Ave. near the west entrance of the hotel.
10. ☒ When any portion of the facility or building to be protected is more than 400 feet from a hydrant on a fire apparatus access road as measured by an approved route around the exterior of the building, on-site fire hydrants and mains shall be provided where required by the fire code official.
11. ☒ Depending on the location of the existing fire hydrant(s), additional fire hydrants may be required. All hydrants must be in place and accepted by the fire department prior to any combustibles being brought onto the site.
12. ☐ No additional hydrants are necessary for this project.
13. ☒ Number of additional hydrants necessary for this project: 3
- Install one hydrant on the northwest corner of the hotel.
- Install one hydrant on the southwest corner of the hotel.
- Install one hydrant on Hayden Ave. near the northeast entrance.
14. ☒ Fire hydrant spacing shall be as follows:

- a. **Residential development:** one hydrant shall be installed at 500 foot intervals.
- b. **Commercial development:** one hydrant shall be installed at 300 foot intervals.
- c. Or as required by Appendix C of the California Fire Code

- 15. ☒ Fire hydrant protection posts shall be installed at all fire hydrants that are subject to vehicle damage.
- 16. ☒ Approved fire apparatus access roads shall be provided for every facility, building, or portion of a building constructed or moved onto or with the City of Hanford. It shall extend to within 150 feet of all portions of the facility and all portions on the exterior walls of the first story of the buildings as measured by an approved route around the exterior of the building or facility.
- 17. ☒ All dead-end access roads in excess of 150 feet must be provided with an approved turn-around or hammer head complying with City standards.
- 18. ☒ Existing access roads are sufficient.
- 19. ☒ All access road shall not be less than 20 feet wide and 13 feet 6 inches in height.
- 20. ☒ Access road turning radius for fire apparatus is as follows (show all three on plans):
 - a. 20 feet 1 inch inside turning radius (inside rear wheel)
 - b. 36 feet 3 inch curb to curb (outside front wheel)
 - c. 44 feet 6 inch outside radius (outside front bumper)

Ensure the turning radius applies throughout the entire parking lot and entrances.
- 21. ☐ Additional access roads may be required per CFC 2016 Section 503.1.2. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.
- 22. ☒ Traffic calming devices shall not be installed onto fire department emergency access roads unless prior approval is obtained from the Hanford Fire Department.
- 23. ☒ Areas identified as "Fire Lanes" must be identified as such per requirements set forth in the California Vehicle Code Section 22500.1.
 - a. Access roads 20-26 feet in width. Fire lanes shall be on both sides of the fire apparatus access roads.
 - b. Access roads 26 to less than 32 feet in width: Fire lanes shall be on one side of the fire apparatus access roads.
 - c. Access roads 32 feet in width or more: No fire lanes required.

Consult with fire department later in the process for fire lane markings and locations.
Fire lane on the eastern curb on the west side of the hotel.
Fire lanes on both curbs on the east side of the hotel.

Fire lane on both curbs on the lane north of the Drop Off area.

24. ☒ Temporary or permanent fire department access roads shall be constructed in accordance with City Standards ST-36. All weather access roads shall be in place prior to any combustible construction being brought onto the premises unless approved by the fire department.
25. ☐ Locked gates installed across fire department access roads:
- Manual gates** with a chain lock require a **Knox Padlock, Model #3770**, to be installed on them; or a **Knox Box, Model 3200 Series**, shall be installed on the exterior of the gate and a key to the lock on the gate must be placed in the Knox Box.
 - Electric gates** shall be equipped with an electric **Knox Key Switch, Model 3502**, at the gate location.
 - In case of a loss of power, electrically operated gates shall have a means of back-up power or shall default in the open position for immediate fire department access.
 - At no time shall the width of the fire department access road be reduced below **20-feet wide through or at any gates** along the fire departments' emergency access roads due to protruding objects from gate supports, frames, signs, access booths, curbs, etc.
26. ☒ A Knox Box will be required. Keys that open all locked areas will also be required and placed in the Knox Box. The ordering of Knox Box products can be done directly at www.knoxbox.com or an order form can be obtained from the fire department.
27. ☒ All address numbers shall be installed onto the building and shall be visible from the frontage street. The color of the address numbers shall be in a contrasting color to the building.
- Size of Address Numbers:
- Downtown area (existing buildings): 4-inch numbers,
 - Buildings 20-ft. or less from the street: 6-inch numbers,
 - Buildings 21- to 40-ft. from the street: 8 inch numbers,
 - Buildings more than 40-ft. from street: 12 inch numbers.
28. ☐ Commercial cooking equipment that produce grease laden vapors shall be provided with a Type I hood. ***A separate permit is required for the Type I hood.*** Contact the fire department for submittal information.
29. ☐ All commercial cooking appliances creating grease laden vapors shall have a K-Class fire extinguisher within 30-feet of cooking appliances in accordance with the most currently adopted edition of the CFC.
30. ☐ ***A separate permit is required*** for all hazardous material and/or flammable and combustible liquids, gases, solids, etc., over the exempt amounts set forth in the latest adopted edition of the California Fire Code.



City of Hanford

Department of Public Works

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Utilities Division Comments

PROJECT: SPR# 18-38 – Hampton Inn – West Hayden Avenue

General:

1. That all work within the public street right-of-way shall be under the control of a General Engineering Contractor, licensed for that purpose. Contractor shall verify all conditions in the field prior to commencing construction.
2. That locations of existing water, sanitary sewer and storm drain mains in the vicinity of the project site will be marked by Public Works Department staff based upon the city's best available records. Contractor shall provide city with a minimum of 48 hours prior notice when requesting location of existing utilities at (559) 585-2564. The City of Hanford is not a member of Underground Service Alert (U.S.A.).
3. That all sewer and water utility work and materials shall conform to City of Hanford Standards and Specifications, latest edition.

Water:

1. That the developer shall provide an accurate fixture unit count and size water services in accordance with the requirements of the Uniform Plumbing Code, latest edition.
2. That the developer shall furnish and install any new water service assemblies required for the project including water meters and meter boxes for both domestic and landscape uses. If existing services are utilized, fixture counts to ensure adequate size of service is required. All new services are to come off of West Hayden Avenue.
3. That the developer shall furnish and install appropriate cross connection / backflow prevention assemblies for all required water services, including fire service lines.
4. That all backflow prevention assemblies required for the development shall be tested and approved by a certified technician prior to occupancy. Copies of all backflow test results shall be provided to the City of Hanford Utilities Division.
5. It is recommended that developer install a separate irrigation service to reduce the sewage usage bill. Sewage bills are calculated off of domestic water flows.

Sewer:

1. If an existing sanitary sewer lateral is not serviceable, the developer shall furnish and install a minimum four inch diameter sanitary sewer lateral to serve the project site. New sewer lateral shall be connected to the sanitary sewer main located within West Hayden Avenue.

Mike Cosenza
UTILITIES SUPERINTENDENT (559) 585-2564

10/8/18
DATE

Attachment: Attachment 3- Resolution 2018-25 (CUP 2018-13)



City of Hanford

Department of Public Works

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2. That the developer shall furnish, install and maintain a grease trap assembly on all sewer laterals receiving process water from commercial food preparation facilities, if applicable. Grease trap assemblies shall conform to the requirements of the Uniform Plumbing Code, latest edition, and shall be approved by the City Building Official prior to installation.

Attachment: Attachment 3- Resolution 2018-25 (CUP 2018-13)

Mike Cosenza
UTILITIES SUPERINTENDENT (559) 585-2564

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DATE



City of Hanford

Department of Public Works

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Engineering Division Comments

PROJECT: SPR# 18-38 – Hampton Inn – West Hayden Avenue

General Requirements:

1. That the development shall comply with all applicable City of Hanford Standard and Specification requirements. Any deviation from said Standards and Specifications must be approved by the City Engineer prior to construction.
2. That an Encroachment Permit for all work located within the public street right-of-way shall be obtained from the Public Works Department prior to start of work. For additional information regarding Encroachment Permit requirements, contact the City Engineering Division at (559) 585-2558.
3. That the development is subject to a **\$5,700.00** Grading Plan Review fee in accordance with City Resolution No. 10-31 R, or any revisions thereof.
4. That the development is subject to Engineering Plan Review and Inspection fee based on the cost of improvements required to be constructed within the public street right of way, in accordance with City Resolution No. 92-58-R, or any revisions thereof. Subject fees shall be payable prior to approval of improvement plans.
5. That all financial and other arrangements for planning, engineering, scheduling, installation of and/or relocation/ undergrounding of electric, gas, telecommunications, or other privately owned utilities are the sole responsibility of the developer. The developer is advised that significant project delays may result if utility issues are not resolved prior to start of construction.

Map and Plan Requirements:

1. That the developer shall submit to the City Engineer a set of construction plans on 24" X 36" size sheets for all required improvements. The plans shall be prepared by a licensed civil engineer, and shall include a site plan showing all on-site and off-site improvements, including but not limited to, sanitary sewer, storm drainage, and water system infrastructure, refuse enclosure locations, public street & parking lot improvements, landscape & irrigation systems and all other improvements as required by the project conditions of approval and the City of Hanford Standards and Specifications. Plans must be approved by the City of Hanford and any other affected agencies before issuance of building permits.
2. That prior to beginning any construction, or within twenty (20) calendar days after the approved plans are released by the City, the developer shall submit to the City of Hanford Engineering Division four (4) bond copies of the approved set of construction plans, and two (2) bound sets of the approved construction specifications, if any.
3. That within twenty (20) calendar days after all improvements have been constructed and accepted by the City, the developer shall submit to the City of Hanford Engineering Division one (1) reproducible and one (1) bond copy of the approved set of improvement construction plans revised to reflect all field revisions and marked "RECORD DRAWING".

Joshua Tullsen
Assistant Engineer (559) 585-2582

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Drainage Requirements:

1. That the developer shall comply with all applicable State of California requirements pursuant to the National Pollutant Discharge Elimination System (NPDES). If applicable to the project, a Notice of Intent for the development shall be electronically filed by the developer and accepted by the State Water Resource Control Board (SWRCB) prior to any disturbance of soils onsite. Documentation of SWRCB approval of the development shall be required by the City of Hanford prior to start of construction, and the developer shall comply with all SWRCB General Construction Permit requirements during construction. Contact the SWRCB at www.swrcb.ca.gov for further information.
2. That track-out of soil, gravel, or other construction-related materials on to public streets is prohibited.
3. That a drainage/site improvement plan for development be prepared by a license civil engineer for review and approval by the Public Works Department prior to the issuance of building permits. All construction shall be certified by a civil engineer as being constructed to approved plan.
4. That site grading and drainage shall comply with the approved grading and improvement plans for the development. Upon completion of construction, the developer's engineer shall provide a written statement that site grading and drainage has been completed in accordance with approved plans.
5. That adequate capacity for site drainage must be provided either by an on-site basin or a regional basin. The developer shall assist the City in acquiring any Right of Way or easements required for construction of a regional basin on an adjacent property.

Curb and Gutter Requirements:

1. That the existing concrete curbs and gutters located West Hayden Avenue project frontage may remain in place provided they are found to be in functional condition and adequately sloped for proper drainage. Sections damaged during construction, or otherwise found to be in disrepair, shall be removed and replaced with new curbs & gutters installed in conformance with City Standard CO-11. The locations of any such curbs and gutters required to be reconstructed shall be shown on the engineered site improvement plans.
2. That concrete curbs, gutters, and attached sidewalks shall be constructed along the entire development frontage in conformance with City Std. CO-11 and City Std. CO-15

Street Improvement Requirements:

1. That street improvements shall be constructed along the entire development frontage in accordance with City Std. ST-17 and City Std. ST-32. In addition street lights as per City

Joshua Tullsen
Assistant Engineer (559) 585-2582

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Std. GE-56 shall be installed along the project frontage. The location of the street lights shall be determined by the City Engineer during review of the project improvement plans.

2. That the existing 12" Water Line, existing 10" Sewer Line, and existing 15" Storm Drain Line within West Hayden Avenue shall be extended to the North end of Robyn Avenue.
3. That a traffic signal be installed at the intersection of 12th Ave and West Hayden Avenue at the time of the construction of the development unless a focused traffic study is conducted and the analysis determines that the traffic signal does not to meet the required warrants with the development.

Drive Approach Requirements:

1. That the drive approaches located as shown on the approved Site Plan shall be constructed in conformance with City Std. CO-41.

Parking Lot Requirements:

1. That the design and construction of the parking lot improvements shall conform to City Standards GE-29 and GE-32.

DEVELOPMENT IMPACT FEES:

1. That development is subject to the following impact fees in accordance with city ordinances no. 90-09, 90-10 and 98-14, or any revisions thereof. Impact fee calculations are based upon square footage of structures as shown on site plan. If changes are made to structure thereby increasing or decreasing structure floor areas, then impact fees will likewise change to reflect actual field conditions. Fees listed below reflect rates effective January 1, 2018. All fees are payable prior to issuance of building permits. **(Building area: 65,900 sf – Commercial – Site Area: 3.31 Acres)**
 - A. That the development is subject to a **\$319,966.08 Transportation Impact Mitigation Fee** in accordance with City Resolution No. 98-56-R, or any revisions thereof.
 - B. That the development is subject to a **\$88,292.82 Water System Impact Fee** in accordance with City Resolution No. 98-54-R or any revisions thereof.
 - C. That the development is subject to a **\$96,787.33 Wastewater System Impact Fee** in accordance with City Resolution No. 98-55-R or any revisions thereof.
 - D. That the development is **NOT** subject to a **Storm Water System Impact Fee** in accordance with City Resolution No. 98-57-R, or any revisions thereof.
 - E. That the development is subject to a **\$42,617.53 Fire Protection Impact Fee** in accordance with City Resolution No. 98-52-R or any revisions thereof.
 - F. That the development is subject to a **\$26,847.66 Police Protection Impact Fee** in accordance with City Resolution No. 98-53-R or any revisions thereof.

Joshua Tullsen
Assistant Engineer (559) 585-2582

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City of Hanford

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- G. That the development is subject to a **\$5,215.64 Refuse and Recycling Impact Fee** in accordance with City Resolution No. 98-53-R or any revisions thereof.
- H. That the development is subject to a **\$3,175.02 12th Avenue Sanitary Sewer Area of Benefit Fee** in accordance with City Resolution No. 92-25-R or any revisions thereof.

Attachment: Attachment 3- Resolution 2018-25 (CUP 2018-13)

Joshua Tullsen
Assistant Engineer (559) 585-2582

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City of Hanford

Department of Public Works

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Refuse Division Comments

PROJECT: SPR# 18-38 – Hampton Inn – West Hayden Avenue

General Requirements:

1. That a 10' x 30' inside clear dimension masonry block refuse enclosure with 6' high perimeter walls shall be constructed in accordance with City Std. GE-35, modified to include installation of 12" x 12" interior concrete curbs. A minimum 6" thick/ 10 ft. wide concrete roll-out apron shall be constructed across the entire frontage of the enclosure. If enclosure will be used to service restaurants then a separate grease bin container area shall be constructed in accordance with City standard GE- 41. The refuse enclosure shall have gates of chain-link fencing with earth-tone color vinyl slats or other approved gate materials. The enclosure shall be architecturally compatible with surrounding buildings, and the location of the enclosure shall be approved by both the Public Works and Community Development Departments.
2. That nothing other than the city refuse bins shall be stored or kept in refuse enclosures.
3. That refuse enclosure gates shall be securely closed except when in use.
4. That refuse enclosures shall not be located adjacent to combustible construction or beneath windows or non-protected eaves.
5. That the applicant shall participate in all available waste recycling & reuse programs including the new requirement for food waste separate bin service.

Attachment: Attachment 3- Resolution 2018-25 (CUP 2018-13)

Jason Ridgeway
REFUSE SUPERINTENDENT (559) 585-2569

10/8/18
DATE

Exhibit C
Mitigation Monitoring and Reporting Program

Attachment: Attachment 3- Resolution 2018-25 (CUP 2018-13)

Conditional Use Permit No. 2018-13
Mitigation Measures
Mitigated Negative Declaration 2018-14

Mitigation Number	Potential Impact	Mitigation Measure	Responsible Party
AESTHETICS			
MM Aesthetics 1	The project could potentially create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	The project is subject to the applicable provisions of the Hanford Municipal Code, such as section 17.50.140 – Outdoor Lighting Standards and the standards set forth by the California Building Code to reduce light pollution and glare	Developer to provide; City to require on site plan and building permits
AIR QUALITY			
MM Air Quality 1:	Project could potentially conflict with or obstruct implementation of the applicable air quality plan?	Compliance with the adopted Air Quality Plan is a requirement of development of the hotel. Additionally, compliance with the District Rule 9510 is required. The applicant shall contact the San Joaquin Valley Air Pollution Control District to determine if they are subject to Regulation VIII, Rule 4102, Rule 4601, Rule 4641, and Rule 4002.	Developer to file application with San Joaquin Valley Air Pollution Control District
MM Air Quality 2:	The project could result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard? The project could potentially violate any air quality standard or	Effective dust control shall be maintained on the job site at all times, in order to reduce the risk of valley fever to workers and nearby residents.	Developer

	contribute substantially to an existing or projected air quality violation?		
CULTURAL RESOURCES			
MM Cultural Resources 1	The project could potentially cause a substantial adverse change in the significance of an archeological resource pursuant to Public Resources Code 15064.5? The project could potentially disturb human remains, including those interred outside of formal cemeteries?	That a Burial Treatment Plan be entered into by the applicant/property owner prior to any earth disturbing activities.	Developer to coordinate with the Tachi Yokut Tribe
GEOLOGY AND SOILS			
MM Geology 1:	That the project could expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: ii) Strong seismic ground shaking? iii) Seismic-related ground failure, including liquefaction? iv) Landslides?	That the development of the hotel is subject to comply with the applicable General Plan policies, as well as the California Building Code.	Developer to comply with standards
MM Geology 2:	That the project could result in substantial soil erosion or the loss of	That a geotechnical and soil studies be prepared for the project.	developer to conduct study

	topsoil?		
MM Geology 3-6	That the project could be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	MM Geology 3: That the project comply with the Hanford Municipal Code Section 15.52 Flood Damage Prevention Regulation and the California Building Code, along with the plan check and development review process. MM Geology 4: That copies of a preliminary soils investigation report, prepared by a qualified professional soils engineer, shall be provided to both the Public Works and Building Departments for review. MM Geology 5: that a final soils report, prepared by the qualified professional soils engineer, shall be provided to the Public Works and Building Departments prior to acceptance of the development improvements or issuance of building permits, whichever occurs first; MM Geology 6: That the developer shall retain the project design engineer to inspect and verify that all grading within the development is completed in accordance with the approved plans. The engineer shall be required to provide a certification letter to the Building Department prior to issuance of building permits.	City to require; developer to comply
GREENHOUSE GAS EMISSIONS			
MM Greenhouse Gas 1	That the project could generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? That the project could conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	That the project is subject to compliance with the Climate Action Plan, General Plan, and the rules of the San Joaquin Valley Air Pollution Control District.	Developer to comply and consult with the SJVAPCD
HAZARDS AND HAZARDOUS MATERIALS			
MM Hazards 1	That the project could create a significant	The project must comply with applicable federal, state, and local	Developer

	hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	regulations related to hazardous materials.	
HYDROLOGY AND WATER QUALITY			
MM Hydrology 1 & 2	The project could potentially violate water quality standards or waste discharge requirements. That the project could potentially substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	MM Hydrology 1: Proponents of new development would have to develop and implement a stormwater pollution prevention plan (SWPPP) that specifies best management practices (BMPs) to prevent construction pollutants from contacting stormwater, with the intent of keeping all products of erosion from moving off-site and into receiving waters; eliminate or reduce non-stormwater discharges to storm sewer systems and other waters of the United States; and inspect all BMPs. MM Hydrology 2: New development would be required to implement appropriate minimum control measures (MCMs) and design standards in compliance with Phase II General Permit as outlined in the Stormwater Management Plan as well as the City's grading plan and site development requirements. New development would have to incorporate best management practices and adhere to design standards to maximize the reduction of pollutant loadings in that runoff to the maximum extent practical.	City to require; Developer to provide
MM Hydrology 3	The project could potentially substantially alter the existing drainage pattern of the site or area, including through the alteration of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	MM Hydrology 3: New development must submit grading plans. Site development must comply with the requirements of the City Building Division and incorporate best management practices/design standards.	City to require; Developer to provide

MM Hydrology 4-6	That the project would create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? That the project would otherwise substantially degrade water quality?	MM Hydrology 4: New development must to incorporate best management practices and adhere to design standards to maximize the reduction of pollutant loadings in runoff to the maximum extent practical. MM Hydrology 5: A drainage/site improvement plan for the development shall be prepared by a licensed civil engineer for review and approval by the Public Works Department prior to the issuance of building permits. All construction shall be certified by a civil engineer as being constructed to the approved plan; MM Hydrology 6: The site grading and drainage shall comply with the approved grading and improvement plans for the development. Upon completion of construction, the developer's engineer shall provide a written statement that site grading and drainage has been completed in accordance with approved plans.	City to require; Developer to provide
NOISE			
MM Noise 1:	Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	The project is required to comply with the applicable regulations and policies of the General Plan to ensure that construction-related impacts would be attenuated to the greatest extent feasible.	Police to enforce
MM Noise 2:	The project could cause a substantial temporary or periodic increase in ambient noise levels existing without the project?	Construction is limited to the hours of 7 a.m. to 10 p.m.	Developer; Police to enforce
PUBLIC FACILITIES			
MM Public Facilities 1:	The project may result in substantial adverse physical impacts	The project is subject to Fire Impact Fees.	Developer to pay

	associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities. (Fire)		
MM Public Facilities 2	The project may result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities. (Police)	The project is subject to Police Impact Fees.	Developer to pay
TRANSPORTATION AND TRAFFIC			
MM Traffic 1 - 6	That the project could conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? That the project would	MM Traffic 1: The property is located west of 12th Avenue, which is an arterial and Hayden Avenue, which will be required to be developed as a local street, in accordance with Public Works Construction Standards ST-17 and ST-32. MM Traffic 2: The City of Hanford General Plan requires that a peak hour Level of Service D is required to be maintained on all other streets and intersections within the Planned Growth Boundary for the City. MM Traffic 3: That a traffic signal be installed at the intersection of 12th Ave and West Hayden Avenue at the time of the construction of the development unless a focused traffic study is conducted and the analysis determines that the traffic signal does not to meet the required warrants with the development. MM Traffic 4: That the drive approaches be constructed in conformance with City Std. CO-41. MM Traffic 5: That the design and construction of the parking lot improvements shall conform to City Standards GE-29 and GE-32.	developer to comply and pay

	conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads of highways? That the project would substantially increase hazards due to a design feature or incompatible use? That the project would conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	MM Traffic 6: That the development is subject to a \$319,966.08 Transportation Impact Mitigation Fee in accordance with City Resolution No. 98-56-R, or any revisions thereof.	
UTILITIES AND SERVICE SYSTEMS			
MM Utilities 1 & 2	Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	MM Utilities 1: That the development would be required to implement water conservation measures. MM Utilities 2: That an on-site basin is required, in order to provide adequate drainage on site.	City to require and ensure compliance; developer and future occupants to adhere
MM Utilities 2:	That the project would be served by a landfill with sufficient permitted capacity to accommodate the projects solid waste	That the development of the project site will be subject to Refuse and Recycling Impact fees.	

	disposal needs?		
MM Utilities 3:	Would the project comply with federal, state, and local statutes related to solid waste?	That the future development of the project site would be required to comply with all statutes and regulations related to solid waste.	City to require; developer to provide



AGENDA STAFF REPORT

MEETING DATE: 10/27/2020	AGENDA SECTION:
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SUBJECT:

Tentative Parcel Map No. 2019-01: a request to subdivide two parcels, totaling 38,332 sq. ft. (0.88 acres) into three parcels, Parcel A: 6,165 sq. ft., Parcel B – 9,866 sq. ft., and Parcel C – 11,429 sq. ft., in the R-L-5 Low-Density Residential zone district and utilize Section 17.50.210 to apply concessions to an affordable housing development. The property is located north and west of Parkside Drive, south of Woodland Drive (APN 011-100-065 and 011-100-066).

See staff report, attached.

FISCAL IMPACT:**ATTACHMENTS:**

Staff Report - TPM 2019-01

Resolution No. 2020-13

Attachment 1- Tentative Parcel Map 2019-01

Attachment 2 - Concession Justification and Financial Report

Attachment 3 - DRAFT Development Covenant

Attachment 4 - Notice of Exemption

**CITY OF HANFORD PLANNING COMMISSION
STAFF REPORT**

MEETING DATE: Tuesday, October 27, 2020

PROJECT: **Tentative Parcel Map No. 2019-01:** a request to subdivide two parcels, totaling 38,332 sq. ft. (0.88 acres) into three parcels, Parcel A: 6,165 sq. ft., Parcel B – 9,866 sq. ft., and Parcel C – 11,429 sq. ft., in the R-L-5 Low-Density Residential zone district and utilize Section 17.50.210 to apply concessions to an affordable housing development.

LOCATION: The property is located north and west of Parkside Drive, south of Woodland Drive (APN 011-100-065 and 011-100-066).

PROJECT PLANNER: Gabrielle Myers, Senior Planner

STAFF RECOMMENDATION

Staff recommends that the Planning Commission:

1. Adopt Resolution No. 2020-13, approving Tentative Parcel Map No. 2019-01.

RECOMMENDED MOTION

1. I move to adopt Resolution No. 2020-13, approving Tentative Parcel Map No. 2019-01.

PROJECT DESCRIPTION

Tentative Parcel Map No. 2019-01 is a request by Self-Help Enterprise to subdivide two parcels, totaling 38,332 sq. ft. (0.88 acres) into three parcels, Parcel A: 6,165 sq. ft., Parcel B – 9,866 sq. ft., and Parcel C – 11,429 sq. ft., and a 3,375.6 sq. ft. remnant landscape parcel in the R-L-5 Low-Density Residential zone district. The applicant also proposes to utilize Section 17.50.210 of the Hanford Municipal Code to apply concessions to an affordable housing development. The applicant is permitted to request one deviation per affordable housing unit provided. The three concessions proposed will be off-set by three affordable housing units.

Concessions requested for this project include:

1. Reduced lot depth;
2. Reduced setbacks; and
3. Deviation from the City Street standards – including the elimination of sidewalks and landscape strips and a decreased right-of-way width.

See Tentative Parcel Map 2019-01 – **Attachment 1.**

See the Development Concessions request and justification – **Attachment 2.**

Project Location

The project is located north and west of Parkside Drive, south of Woodland Drive (APN 011-100-065 and -011-100-066). The project site is currently vacant, but was previously utilized as a neighborhood park. The site is designated as Low-Density Residential by the General Plan and zoned R-L-5 Low-Density Residential, in conformance with the General Plan Designation.

Figure 1: Land Use
(Property outlined in red)



Figure 2: General Plan Designation
Low-Density Residential

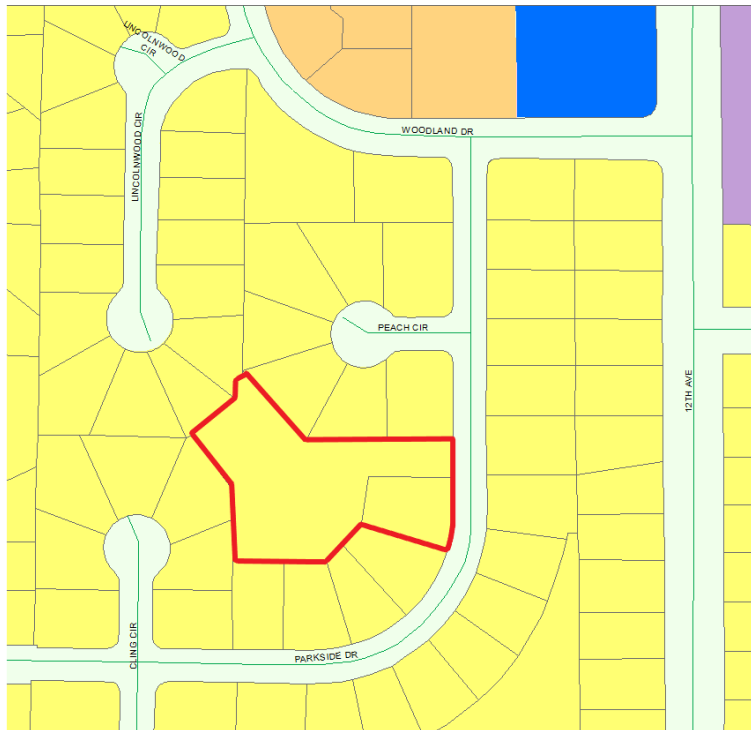
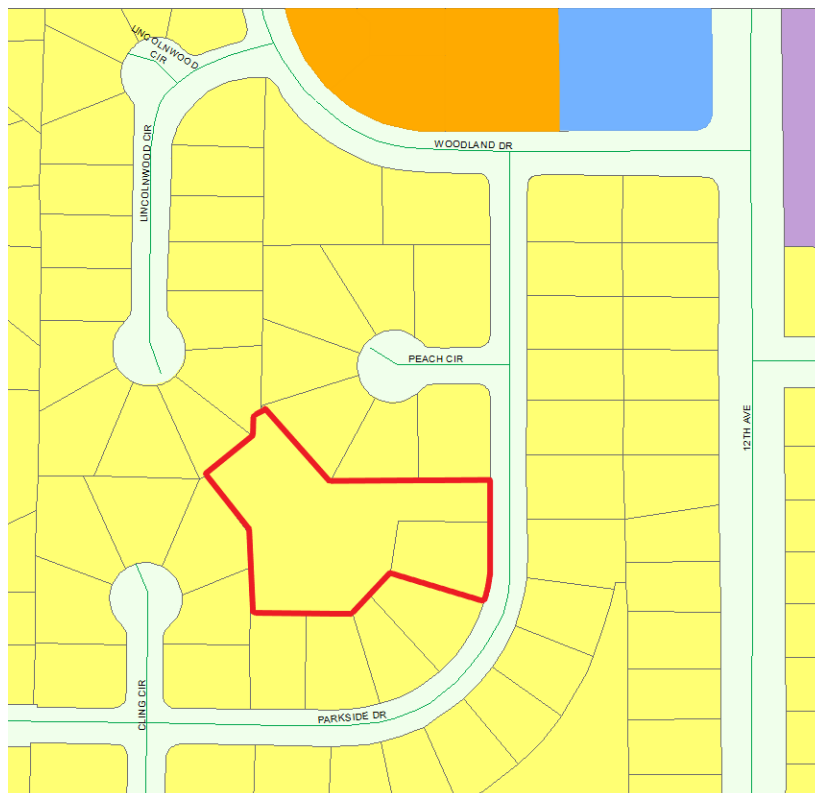


Figure 3: Zoning Designation
R-L-5 Low-Density Residential



BACKGROUND

General Plan Designation

The General Plan designates the property as Low-Density Residential. The property is zoned R-L-5 Low-Density Residential – 5,000 sq. ft. minimum, which corresponds with the General Plan Designation.

According to General Plan Policy L31, the purpose of the Low-Density Residential designation is to provide mainly single-family development on lot sizes typically found in urban settings. According to General Plan Policy L32, the Low-Density Residential land use designation includes uses in a variety of single-family lot types. Duplexes, second-dwelling units, and home occupations can also be allowed, when made compatible with the residential nature of the neighborhood. The subdivision of the parcel, as proposed, is consistent with the General Plan, as it proposes single-family residential lots.

A goal of the General Plan is to provide complete neighborhoods, including providing for affordable housing. “3.10.2 Complete Neighborhoods - Complete neighborhoods meet the daily needs of residents and provide a mix of amenities, including pedestrian- and bicycle-friendly streets, parks, community centers, day care centers, community gardens, affordable housing, and neighborhood commercial and service uses.”

Zoning Designation

The site is zoned R-L-5 Low-Density Residential – 5,000 sq. ft. minimum lot size. The project is evaluated for consistency with Section 17.10 of the Hanford Municipal Code, pertaining to the R-L-5 Low-Density Residential zone district, below.

Housing Density Bonus and Other Incentives

Section 17.50.210 of the Hanford Municipal Code allows for housing density bonuses and other incentives for the development of affordable housing, in accordance with Chapter 4.3 Density Bonuses and Other Incentives, Section 65915 et. seq., of the California Government Code. This section applies to residential projects providing moderate, low and very low income housing and/or senior housing developments. The applicant proposes three development concessions, in exchange for three single-family residential properties, to be developed and held for low-income buyers.

Concessions requested for this project include:

1. Reduced lot depth;
2. Reduced setbacks; and
3. Deviation from the City Street standards – including the elimination of sidewalks and landscape strips and a decreased right-of-way width.

PROJECT EVALUATION

Concessions Requested

According to the Project Financial Report provided by the applicant, ‘the intent of this project is to provide homeownership opportunities for low-income families in the community of Hanford. Self-

Help Enterprises (SHE) purchased the tax defaulted property that was the site of a former neighborhood pocket park. Since this is not a traditional housing site, concessions are required to make the project feasible as affordable housing, including modest deviations from current City Standards."

Sidewalks/Landscape Strict/Decreased Right-of-way Width

The applicant states, "This concession is required to ensure the feasibility of the project. The only method of design that will result in three single-family lots includes reliance on this concession. If this concession is not granted, SHE cannot use existing single-family plans that have already been engineered and used on other sites in our mutual self-help housing program. These plans are crucial to our program and allows SHE to deliver a product that is not only modern, aesthetically pleasing, and provides added value to neighborhoods, but also keeps our costs low by spending the architectural fees over several projects. According to Renner Johnson, even for a market-rate developer, the site would not pencil for feasibility if the lots were required to be custom-engineered. The additional design fee to develop custom floor plans would cost approximately \$60,000 per lot, for additional cost of \$180,000, rendering the project infeasible.

Analysis: A residential street, developed to City standard is shown in Figure 4. The standard residential street right-of-way width is 60 feet with a park strip and four-foot-six-inch-wide sidewalk. The applicant proposes to deviate from the street standard, as shown in Figure 5, for the development of Apple Circle. Apple Circle will have a curb-to-curb width of 37 feet with no sidewalk present.

Figure 4. City Standard Residential Street (ST-32)

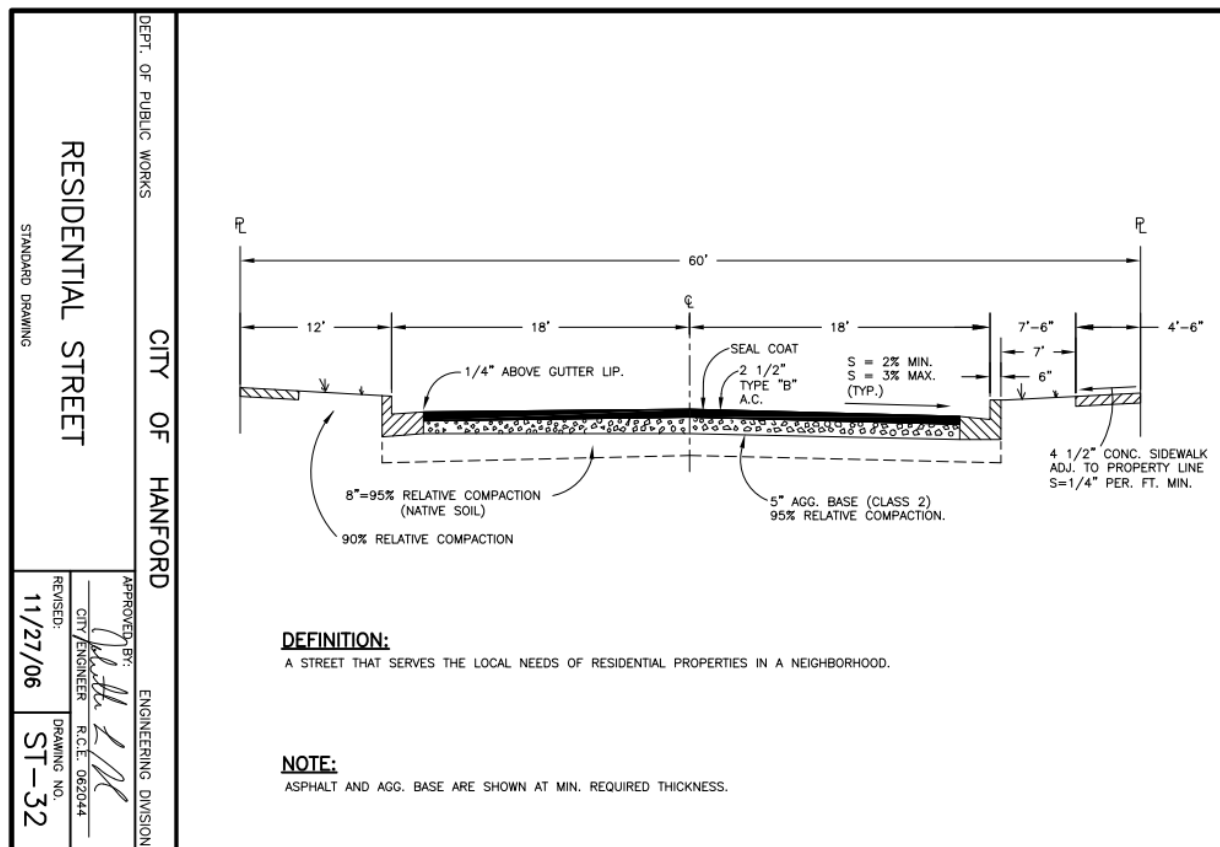
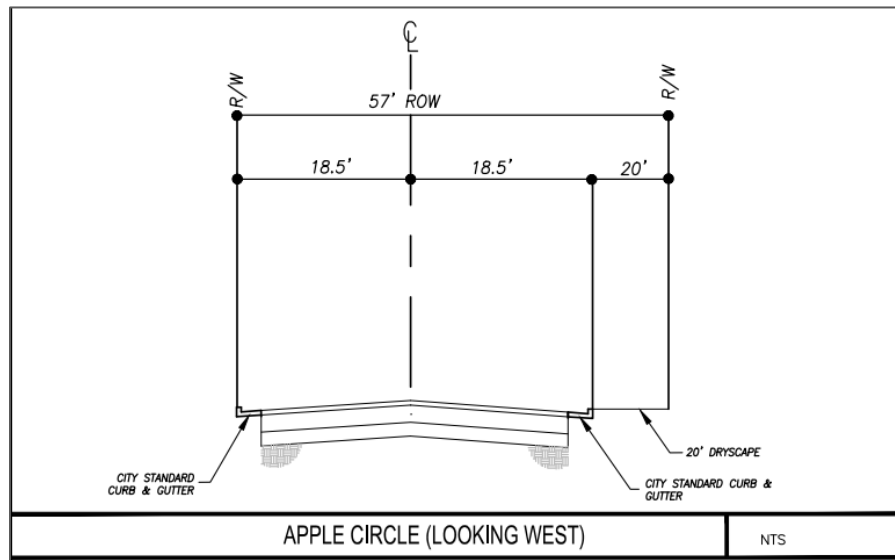
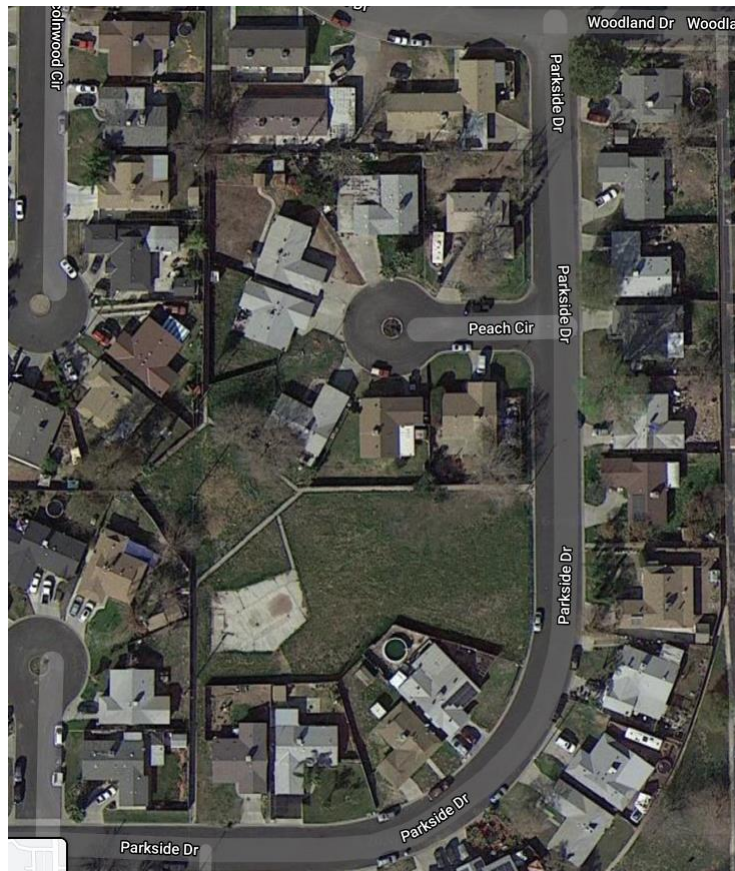


Figure 5: Street Standard Concession Proposed by Applicant



Staff is in agreement with the elimination of sidewalks and a landscape strip. Sidewalks are not present in the surrounding area and would not provide for connectivity – see Figure 6. The elimination of the sidewalks and the park strip, will allow for an adequate turning radius for trash and emergency service apparatuses. There will be a six-foot public utility easement behind the face of the curb for utilities.

Figure 6: Sidewalks not present



Lot Depth

The applicant requests the lot depth of Parcel A and B be reduced to 9.61 feet at the minimum dimension in order to accommodate the appropriate cul-de-sac radius. As an existing, infill property, the concession is required in order to make the project feasible for three single-family residential lots.

Analysis: The reduced lot depth only applies to a small portion of the lot, which has an irregular configuration, due to the shape of the in-fill property. Allowing the reduced lot depth will not impact the buildability of the lot for single-family development.

Setbacks

According to the applicant, "There may be minor deviations in setbacks when the final house plans are selected by each low-income buyer. SHE will work with City staff on those concessions as each lot develops. These minor setback deviations are required to allow SHE to utilize existing plans, and prevent the expense of custom plans noted above."

Analysis: The applicant is seeking a 20% reduction in setbacks requirements. There may be minor deviations to the setback requirements when the final house plans are selected by the buyer.

Setback	One-Story Required	20% Deviation for One-Story	Two-Story Required	20% Deviation for Two-Stories
Front (Livable)	15 feet	12 feet	15 feet	12 feet
Garage	20 feet	16 feet	20 feet	16 feet
Street-Side	10 feet	8 feet	10 feet	8 feet
Interior Side	5 feet	4 feet	5 feet	4 feet
Rear	15 feet	12 feet	25 feet	20 feet

Upon submittal of the building plans for the residential lots, staff will review and ensure the 20% deviations are not exceeded. Reducing the setbacks will not have safety impacts, as the residence will still be subject to the California Fire and Building Codes.

Housing Density Bonus and Other Incentives

Projects which meet the requirements set forth in Section 17.50.210 shall qualify for a density bonus and an applicable number of concessions or incentives, unless the City Council adopts a written finding, based upon substantial evidence that any one of the following exists:

1. The concession or incentive is not required to provide for affordable housing costs, as defined in [Health and Safety Code](#) Section 50052.5, or for rents for the targeted units to be set at the required affordable levels, as specified in [Government Code](#) Section 65915(c); or

Analysis: The concessions requested are required to provide three residential lots, to be made available to low- to very-low-income homeowners. Prices and financing will ensure that all units will be affordable to buyers below 80% of county median income.

2. The concession or incentive would have a specific adverse impact, as defined in [Government Code](#) Section 65589.5(d)(2), upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the

specific adverse impact without rendering the development unaffordable to low- and moderate-income households; or

Analysis: As used in the section above, a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

The concessions would not have an adverse impact upon public health and safety or the physical environment. The Building Division and Fire Department will ensure the project is developed and inspected consistent with the California Building Code and Fire Code. The project will not have any effect on real property that is listed in the California Register of Historical Resources.

The project is considered categorically exempt, in accordance with Section 15332, In-fill Development Projects, of the California Environmental Quality Act (CEQA) Guidelines.

3. The disapproval of the project or imposition of conditions is required in order to comply with specific state or federal law and there is no feasible method to comply without rendering the development unaffordable to very low and low-income households; or

Analysis: Disapproval and imposition of conditions is not required to comply with any specific state or federal law.

4. The development project is inconsistent with the City’s General Plan land use designation as it existed on the date the application was deemed complete, and the City has adopted a housing element in compliance with state law.

Analysis: The project is consistent with the General Plan land use designation, Low-Density Residential, as it proposes to develop the project site as three single-family residences. Additionally, the project is consistent with Goal 3.10.2 of the General Plan to provide complete neighborhoods. “3.10.2 Complete Neighborhoods - Complete neighborhoods meet the daily needs of residents and provide a mix of amenities, including pedestrian- and bicycle-friendly streets, parks, community centers, day care centers, community gardens, affordable housing, and neighborhood commercial and service uses.” The project proposes the development of the lots for affordable housing.

In accordance with Section 17.50.210 E. 2, a regulatory agreement will be required to be recorded with Kings County prior to the recordation of the final map. The regulatory agreement shall include at least the following:

- a. The total number of units approved for the housing development, including the number of target units;
- b. A description of the household income group to be accommodated by the housing development, and the standards for determining the corresponding affordable rent or affordable sales price and housing costs;
- c. The location, unit sizes, in square feet, and number of bedrooms of target units;
- d. Tenure of use restrictions for target units of at least ten (10) or thirty (30) years, in compliance with applicable laws;

- e. A schedule for completion and occupancy of target units;
- f. A description of the additional incentive(s) being provided by the City;
- g. A description of remedies for breach of the regulatory agreement by the owners, developers, and/or successors-in-interest of the project; and
- h. Other provisions to ensure implementation and compliance with Section 17.50.210.

A sample regulatory agreement is attached – **Attachment 3**.

Tentative Parcel Map 2019-01

Project Design:

	<u>Entire Site</u>	<u>Parcel A</u>	<u>Parcel B</u>	<u>Parcel C</u>	<u>Landscape Parcel</u>
Area:	0.88 acres; 38,332.8 sq. ft.	6,165 sq. ft.	9,866 sq. ft.	11,12p sq. ft.	3,375.61 sq. ft.
Street Frontage:	138.08 feet along Parkside Drive	84.86 feet along Parkside Drive; 130.24 feet along Apple Circle	110 feet along Apple Circle	48 ft. along Apple Circle	184 feet along Apple Circle
Width:	102.8 feet (minimum width); 228.9 feet (maximum width)	107.75 feet (maximum width);	88.5 feet (maximum width)	54.5 feet (minimum width); 141.2 feet (maximum width)	20 feet (minimum width); 22.5 feet (maximum width)
Depth:	303.2 feet (maximum depth)	17.18 feet (minimum depth); 84.86 feet (maximum depth)	17.18 feet (minimum depth); 155 feet (maximum depth)	78.84 feet (minimum depth); 139.22 ft. maximum depth	180.9 feet (maximum depth)
Sidewalk:	No sidewalks existing	No sidewalk proposed	No sidewalk proposed	No sidewalk proposed	No sidewalk proposed
Existing Use:	Vacant	Vacant	Vacant	Vacant	Vacant
Proposed Use:	Split into three lots and a landscape strip	Single-Family Residential	Single-Family Residential	Single-Family Residential	Dryscape landscape strip

Conformance with the standards of the R-L-5 Low-Density Residential zone district

17.10.030 Lot Area

In the R-L-5 Low-Density Residential zone district, the minimum lot area shall be 5,000 square feet. Tentative Parcel Map No. 2019-03 is a request to divide a 1.5-acre parcel into three separate parcels, Parcel A: 6,165 sq. ft., Parcel B – 9,866 sq. ft., and Parcel C – 11,429 sq. ft. Parcels A, B, and C from the resulting parcel split will each have a lot area greater than 5,000 sq. ft. The landscape parcel is considered a remnant and will be maintained through a landscape and lighting assessment district. The landscape parcel does not have a buildable lot configuration.

	<u>Entire Site</u>	<u>Parcel A</u>	<u>Parcel B</u>	<u>Parcel C</u>	<u>Landscape Parcel</u>
Area:	0.88 acres; 38,332.8 sq. ft.	6,165 sq. ft.	9,866 sq. ft.	11,12p sq. ft.	3,375.61 sq. ft.

17.10.040 Lot Dimensions

Lot Frontage

The minimum lot frontage in the R-L-5 Low-Density Residential zone district shall be 40 feet. All parcels meet the minimum lot frontage of the R-L-5 Low-Density Residential zone district. Parcel A of the proposed parcel split will have 84.86 feet of street frontage along Parkside Drive and 130.24 feet of street frontage on Apple Circle. Parcel B will have 110 feet of street frontage along Apple Circle. Parcel C will have 48 feet of street frontage on Apple Circle. The remnant landscape parcel will have 184 feet of frontage of Apple Circle. All lots proposed under Tentative Parcel Map No. 2019-01 exceed the requirement for lot frontage in the R-L-5 Low-Density Residential zone district.

	<u>Entire Site</u>	<u>Parcel A</u>	<u>Parcel B</u>	<u>Parcel C</u>	<u>Landscape Parcel</u>
Street Frontage:	138.08 feet along Parkside Drive	84.86 feet along Parkside Drive; 130.24 feet along Apple Circle	110 feet along Apple Circle	48 ft. along Apple Circle	184 feet along Apple Circle

Lot Width

The minimum lot width in the R-L-5 Low-Density Residential zone district shall be 50 feet for interior lots and 60 feet for corner lots. Parcel A is a corner lot and has a minimum width of 107.75 feet. Parcels B and C are interior lots. Parcel B has a minimum width of 88.75 feet. Parcel C has a minimum lot width of 54.5 feet. All lots proposed under Tentative Parcel Map No. 2019-01 meet the minimum requirement for lot width in the R-L-8 Low-Density Residential zone district.

	<u>Entire Site</u>	<u>Parcel A</u>	<u>Parcel B</u>	<u>Parcel C</u>	<u>Landscape Parcel</u>
Width:	102.8 feet (minimum width); 228.9 feet (maximum width)	107.75 feet	88.5 feet (maximum width)	54.5 feet (minimum width); 141.2 feet	20 feet (minimum width); 22.5 feet

				(maximum width)	(maximum width)
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Lot Depth – Concessions Requested

The minimum lot depth in the R-L-5 Low-Density Residential zone district shall be 90 feet. Parcel A and B have a minimum lot depth of 17.18 feet. Parcel C has a minimum depth of 78.84 feet. For this reason, the applicant is seeking a development concession, in accordance with Section 17.50.210. Granting of the development concession will not affect the buildable lot configuration of the parcels. Each lot can accommodate a single-family residence on site, with setback concessions (as requested).

	<u>Entire Site</u>	<u>Parcel A</u>	<u>Parcel B</u>	<u>Parcel C</u>	<u>Landscape Parcel</u>
Depth:	303.2 feet (maximum depth)	17.18 feet (minimum depth); 84.86 feet (maximum depth)	17.18 feet (minimum depth); 155 feet (maximum depth)	78.84 feet (minimum depth); 139.22 ft. (maximum depth)	180.9 feet (maximum depth)

17.10.050 Dwelling Units per Lot

In the R-L-5 Low-Density Residential zone district, not more than one dwelling unit shall be allowed on each lot, unless approved as an accessory use to an allowed or approved conditional use, or approved as an accessory dwelling unit. All parcels are vacant and intended to be developed as single-family residences made available to low- to very-low-income households. The landscape parcel will be developed with hardscape and require minimal maintenance, which will be maintained through a landscape and lighting improvement district.

17.10.060 Coverage

The maximum coverage of a lot in the R-L-5 Low-Density Residential zone district shall be determined by the combined building setback requirements, accessory structure limitations, and off-street parking requirements. All parcels are vacant and intended to be developed as single-family residences made available to low- to very-low-income households. Coverage will be maintained by adherence to setback requirements (for which development concessions are requested), accessory structure limitations, and off-street parking requirements.

17.10.070 Building Setback Area – Concessions Requested

The applicant is seeking a 20% reduction in setbacks requirements. There may be minor deviations to the setback requirements when the final house plans are selected by the buyer.

Setback	One-Story Required	20% Deviation for One-Story	Two-Story Required	20% Deviation for Two-Stories
Front (Livable)	15 feet	12 feet	15 feet	12 feet
Garage	20 feet	16 feet	20 feet	16 feet
Street-Side	10 feet	8 feet	10 feet	8 feet
Interior Side	5 feet	4 feet	5 feet	4 feet
Rear	15 feet	12 feet	25 feet	20 feet

Front-Yard Setback

No structure is permitted to be placed within a building setback area. In the R-L-5 Low-Density Residential zone district, the front building setback area shall be 15 feet from the front lot line for livable building space and 20 feet for garages, carports, and other non-livable building space. Depending on the plan type selected by the buyer, deviations to the required setbacks may be required. The applicant is seeking a 20% concession to all setbacks. The front-yard setback to livable space would be able to be reduced to 12 feet. The garage setback could be reduced to a minimum of 16 feet. The current plan selections do not show an encroachment into the front-yard livable or garage setback.

Rear-Yard Setback

No structure is permitted to be placed within a building setback area. In the R-L-5 Low-Density Residential zone district, the rear building setback shall be 15 feet from the rear lot line. The rear building setback area shall be increased by 10 feet for buildings over one-story high. Depending on the plan type selected by the buyer, deviations to the required setbacks may be required. The applicant is seeking a 20% concession to all setbacks. The rear-yard setback would be able to be reduced to 12 feet for a single-story residence and 20 feet for a two-story residence. The current plan selection does not show an encroachment into the rear-yard setback.

Side-Yard and Street-Side Setback

In the R-L-5 Low-Density Residential zone district, the interior side building setback shall be five feet from the side lot line. The setback adjoining a street-side property line shall be 10 feet. Depending on the plan type selected by the buyer, deviations to the required setbacks may be required. The applicant is seeking a 20% concession to all setbacks. The interior side-yard setback would be able to be reduced to five feet. The street-side yard setback would be able to be reduced to eight feet. The current plan selection does not show an encroachment into the side-yard or street-side setback.

17.10.080 Distances Between Structures

The minimum distance between structures shall be 10 feet, except as provided by the building code. Each site is proposed to be developed with a single-family residence on site. At this time, additional structures are not proposed. Future development will be required to adhere to the 10-foot separation standard, except as modified by the building code.

17.10.090 Height of Structures

The maximum height of structures in the R-L-5 Low-Density Residential zone district shall be 35 feet. No structure would be permitted to exceed the 35-foot height limitation.

17.10.110 Driveways

The width of a driveway and any paved area shall not cumulatively exceed 40% of the width of the lot's street frontage on which the driveway and any paved area faces. In the case of "L-" or "U-" shaped driveways or other configurations, besides perpendicular driveways, the paved area of these driveways shall not exceed 50% of the front building setback area. On corner lots, the driveway shall be located on the side of the lot adjacent to the interior lot line.

Development of the parcels will be required to adhere to the driveway width standards and not exceed the maximum coverage permitted.

17.10.140 Off-Street Parking

Future development of each parcel as a single-family residence will require a minimum of one covered and one uncovered parking space. All proposed residences feature a two-car garage.

FINDINGS FOR APPROVAL

Tentative Parcel Map No. 2019-01

Pursuant to Section 16.04.010 of the Subdivision Ordinance Code and Section 66474 of the Subdivision Map Act, the Planning Commission is required to make the following findings:

1. Consistency Finding: That the proposed map is consistent with applicable general and specific plans.

Analysis: That the proposed map is consistent with the applicable General Plan designation of Low-Density Residential. The intended use of proposed Parcels A, B, and C is for single-family residential, which is consistent with the General Plan designation for the property.

2. Design Finding: That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

Analysis: That the design of the proposed subdivision is consistent with the General Plan. The General Plan designates the project site as Low-Density Residential. The site is designed in conformance with the Hanford Municipal Code Section 17.10, pertaining to the R-L-5 Low-Density Residential zone district, with three development concessions, permitted in accordance with Section 17.50.210. Development concessions are as follows:

- a. Deviation from the City-street standard: Elimination of sidewalk and landscape strip and decreased right-of-way width;
- b. Reduced Lot Depth: the minimum depth dimension provided is 9.61 feet for Parcel A and B; and
- c. 20% reduction of the required building setbacks.

3. Type of Development Finding: That the site is physically suitable for the type of development.

Analysis: That approval of the subdivision will yield three parcels with buildable lot configurations, which are physically suited for residential development, and a landscape parcel, which will be maintained through a Landscape, Lighting and Improvement District.

4. Density Finding: That the site is physically suitable for the proposed density of the development.

Analysis: That the General Plan prescribes a density range between two to 10 units, per gross acre for the Low-Density Residential zone district. The division of the properties, as proposed, will not affect the ability of the property to meet the density range required. The lot size, pre-subdivision, is .88 acres. The subdivision of the property into three residential lots, Parcel A: 6,165 sq. ft., Parcel B – 9,866 sq. ft., and Parcel C – 11,429 sq. ft. yields a density of 3.4 units per acre, which is consistent with the density range prescribed by the General Plan.

5. Environmental Finding: That the design of the subdivision or the proposed improvements is unlikely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Analysis: That this division of land is considered categorically exempt by California Environmental Quality Act (CEQA) Guidelines Section 15332, In-fill Development Projects. A Notice of Exemption has been prepared for the project in accordance with CEQA guidelines. See Notice of Exemption – **Attachment 3**.

6. Public Health Finding: That the design of the subdivision or type of improvements is unlikely to cause serious public health problems.

Analysis: That this application has been reviewed by various City departments. Any improvements required for public health and safety were applied to the proposal and required in the conditions of approval. The City of Hanford Building Division is responsible for ensuring that future construction of the site follows adopted building codes, thus reducing exposures to accidents to the general public. Adequate fire apparatus turning radii are accommodated and verified, as shown on **Attachment 1**.

7. Improvements and Access Findings: That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of, property within the proposed subdivision.

Analysis: That the design of the proposed subdivision and type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed subdivision. Any off-site improvements such as curbs, gutters, drive approaches, and transitional paving will be inspected and/or verified to ensure the design, material, and installation of said improvements meet or exceed standards adopted by the City of Hanford.

ENVIRONMENTAL ASSESSMENT

Pursuant to Section 15332, In-fill Development Projects, of the California Environmental Quality Act (CEQA) Guidelines, this project is categorically exempt from further environmental review. A Notice of Exemption has been prepared for the project in accordance with CEQA.

Notice of Exemption – **Attachment 4**.

PUBLIC COMMENTS

A Notice of Public Hearing and Notice of a Tentative Parcel Map was published in the newspaper on October 16, 2020, and mailed to property owners within 300 feet of the project site on October 15, 2020. The Community Development Department has not received comments on the project, as of the preparation of this report.

CONDITIONS OF APPROVAL

Conditions of approval for the tentative parcel map appear as an exhibit to the resolution. Additionally, the following shall apply:

1. That a Regulatory Agreement is required to be recorded, ensuring compliance of the project with all applicable provisions and affordability restrictions as required under

Section 17.50.210 of the Hanford Municipal Code, State law, and other applicable affordable housing requirements. The regulatory agreement shall be recorded as a deed restriction with the Kings County recorder's office running with the land and be binding upon all future owners, developers, and/or successors-in-interest. The regulatory agreement shall be recorded prior to the approval of a final map, or, where a map is not being processed, prior to the issuance of building permits for the parcel or units. Resale of moderate income units shall be governed by Government Code Section 65915(c)(2). The regulatory agreement shall include at least the following:

- a. The total number of units approved for the housing development, including the number of target units;
 - b. A description of the household income group to be accommodated by the housing development, and the standards for determining the corresponding affordable rent or affordable sales price and housing costs;
 - c. The location, unit sizes, in square feet, and number of bedrooms of target units;
 - d. Tenure of use restrictions for target units of at least ten (10) or thirty (30) years, in compliance with applicable laws;
 - e. A schedule for completion and occupancy of target units;
 - f. A description of the additional incentive(s) being provided by the City;
 - g. A description of remedies for breach of the regulatory agreement by the owners, developers, and/or successors-in-interest of the project; and
 - h. Other provisions to ensure implementation and compliance with Section 17.50.210.
2. That those units targeted for low-income households shall be affordable at a rent that does not exceed current Housing and Urban Development (HUD) income limits for low-income households for the county adjusted for household size.
 3. That those units targeted for very low-income households shall be affordable at a rent that does not exceed current HUD income limits for very low-income households in the county adjusted for household size.
 4. That the owner(s) shall maintain and keep on file documentation for the income level for each tenant occupying the target units.
 5. That the owner(s) shall provide the City any additional information required by the City to ensure the long-term affordability of the target units by eligible households.
 6. That the City shall have the right to inspect the owner's project-related records at any reasonable time and shall be entitled to audit the owner's records once a year.
 7. That the City may establish fees associated with the setting up and monitoring of target units.
 8. That all ownership target units shall be occupied by their purchasers; no renting or leasing shall be allowed.

9. That this Tentative Parcel Map becomes null and void after eighteen (18) months has elapsed from the date of approval if the map has not been recorded. The Commission may grant a time extension if a written request and fee is received from the applicant prior to the expiration date. The time extension, if approved, will be subject to the improvement standards and fees in effect at the time the extension for the Tentative Parcel Map is granted.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission:

1. Adopt Resolution No. 2020-13, approving Tentative Parcel Map No. 2019-01.

Applicant/Owner

Self Help Enterprises
8445 W. Elowin Court
Visalia, CA 93291

RESOLUTION NO. 2020-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HANFORD PERTAINING TO TENTATIVE PARCEL MAP NO. 2019-01, A REQUEST TO DIVIDE TWO PARCELS, TOTALING .88-ACRES, INTO THREE PARCELS (PARCEL A: PARCEL B: PARCEL C) AND A REMNANT LANDSCAPE PARCEL (SQ. FT.) IN THE R-L-5 LOW-DENSITY RESIDENTIAL ZONE DISTRICT AND UTILIZE SECTION 17.50.210 TO APPLY CONCESSIONS TO AN AFFORDABLE HOUSING DEVELOPMENT. THE PROPERTY IS LOCATED NORTH AND WEST OF PARKSIDE DRIVE, SOUTH OF WOODLAND DRIVE (APN 011-100-065 AND 011-100-066).

At a regular meeting of the City of Hanford Planning Commission duly called and held on October 27, 2020, on motion of Commissioner _____, seconded by Commissioner _____, and duly carried, the following resolution was adopted:

WHEREAS, Tentative Parcel Map No. 2019-01 a request to subdivide two parcels, totaling 38,332 sq. ft. (0.88 acres) into three parcels, Parcel A: 6,165 sq. ft., Parcel B – 9,866 sq. ft., and Parcel C – 11,429 sq. ft., in the R-L-5 Low-Density Residential zone district and utilize Section 17.50.210 to apply concessions to an affordable housing development. has been reviewed by the Planning Commission of the City of Hanford, in accordance with Title 16.04 of the Hanford Subdivision Ordinance; and

WHEREAS, the project is located north and west of Parkside Drive, south of Woodland Drive (APN 011-100-065 and 011-100-066); and

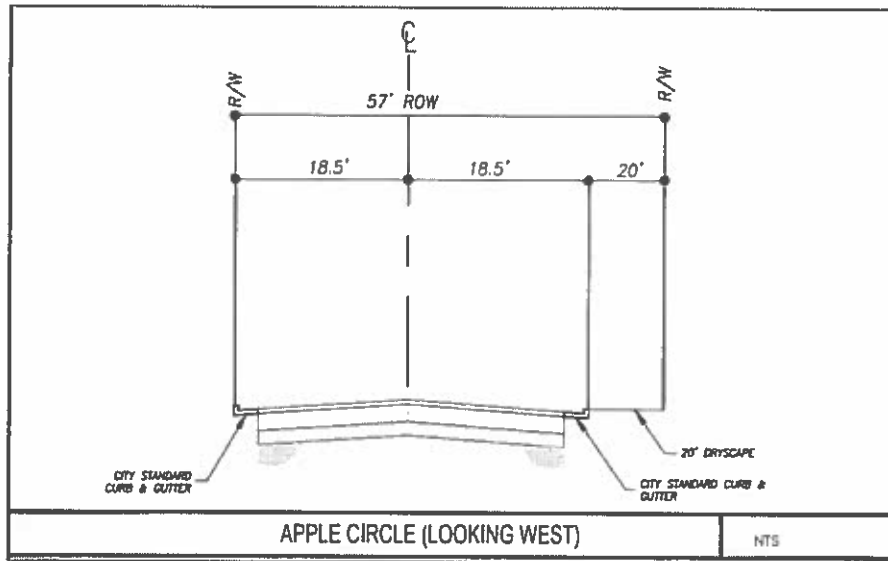
WHEREAS, the site will be developed, as shown on Tentative Parcel Map No. 2019-01, attached as **Exhibit A**; and

WHEREAS, in accordance with Section 17.50.210, three development concessions have been granted, as follows:

1. Reduced lot depth – a minimum lot depth of 9.61 feet for Parcels A and B (at the minimum dimension);
2. Reduced setbacks – a 20% deviation from the required setbacks; and

Setback	20% Deviation for One-Story	20% Deviation for Two-Stories
Front (Livable)	12 feet	12 feet
Garage	16 feet	16 feet
Street-Side	8 feet	8 feet
Interior Side	4 feet	4 feet
Rear	12 feet	20 feet

3. Deviation from the City Street standards – including the elimination of sidewalks and landscape strips and a decreased right-of-way width (37 feet curb-to-curb).



WHEREAS, the concessions have been reviewed by the Planning Commission in accordance with Section 17.50.210 E. of the Hanford Municipal Code; and

WHEREAS, staff, the various governmental departments, and the Planning Commission have given careful consideration to this tentative parcel map application and have made recommendations thereon; and

WHEREAS, the Planning Commission has reviewed the facts and evidence provided in the staff report and the written and oral evidence presented at the public hearing; and

WHEREAS, the project is exempt from further environmental review, in accordance with Section 15332, In-fill Development Projects, of the California Environmental Quality Act (CEQA) Guidelines; and

THEREFORE, BE IT RESOLVED that the Planning Commission hereby makes the Pursuant to Section 16.04.010 of the Subdivision Ordinance Code and Section 66474 of the Subdivision Map Act, the Planning Commission is required to make the following findings:

1. **Consistency Finding:** That the proposed map is consistent with applicable general and specific plans.

Analysis: That the proposed map is consistent with the applicable General Plan designation of Low-Density Residential. The intended use of proposed Parcels A, B, and C is for single-family residential, which is consistent with the General Plan designation for the property.

2. **Design Finding:** That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

Analysis: That the design of the proposed subdivision is consistent with the General Plan. The General Plan designates the project site as Low-Density Residential. The site is designed in conformance with the Hanford Municipal Code Section 17.10, pertaining to the R-L-5 Low-Density Residential zone district, with three development concessions, permitted in accordance with Section 17.50.210. Development concessions are as follows:

- a. Deviation from the City-street standard: Elimination of sidewalk and landscape strip and decreased right-of-way width;
- b. Reduced Lot Depth: the minimum depth dimension provided is 9.61 feet for Parcel A and B; and
- c. 20% reduction of the required building setbacks

3. Type of Development Finding: That the site is physically suitable for the type of development.

Analysis: That approval of the subdivision will yield three parcels with buildable lot configurations, which are physically suited for residential development, and a landscape parcel, which will be maintained through a Landscape, Lighting and Improvement District.

4. Density Finding: That the site is physically suitable for the proposed density of the development.

Analysis: That the General Plan prescribes a density range between two to 10 units, per gross acre for the Low-Density Residential zone district. The division of the properties, as proposed, will not affect the ability of the property to meet the density range required. The lot size, pre-subdivision, is .88 acres. The subdivision of the property into three residential lots, Parcel A: 6,165 sq. ft., Parcel B – 9,866 sq. ft., and Parcel C – 11,429 sq. ft. yields a density of 3.4 units per acre, which is consistent with the density range prescribed by the General Plan.

5. Environmental Finding: That the design of the subdivision or the proposed improvements is unlikely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Analysis: That this division of land is considered categorically exempt by California Environmental Quality Act (CEQA) Guidelines Section 15332, In-Fill. A Notice of Exemption has been prepared for the project in accordance with CEQA guidelines.

6. Public Health Finding: That the design of the subdivision or type of improvements is unlikely to cause serious public health problems.

Analysis: That this application has been reviewed by various City departments. Any improvements required for public health and safety were applied to the proposal and required in the conditions of approval. The City of Hanford Building Division is responsible for ensuring that future construction of the site follows adopted building codes, thus reducing exposures to accidents to the general public. Adequate fire apparatus turning radii are accommodated and verified, as shown on the tentative parcel map.

7. Improvements and Access Findings: That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of, property within the proposed subdivision.

Analysis: That the design of the proposed subdivision and type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed subdivision. Any off-site improvements such as curbs, gutters,

drive approaches, and transitional paving will be inspected and/or verified to ensure the design, material, and installation of said improvements meet or exceed standards adopted by the City of Hanford.

THEREFORE, BE IT FURTHER RESOLVED that the Planning Commission has determined that Tentative Parcel Map No. 2019-01 shall be approved, subject to the conditions of approval, attached as **Exhibit B**, and the following conditions:

1. That a Regulatory Agreement is required to be recorded, ensuring compliance of the project with all applicable provisions and affordability restrictions as required under Section 17.50.210 of the Hanford Municipal Code, State law, and other applicable affordable housing requirements. The regulatory agreement shall be recorded as a deed restriction with the Kings County recorder's office running with the land and be binding upon all future owners, developers, and/or successors-in-interest. The regulatory agreement shall be recorded prior to the approval of a final map. Resale of moderate income units shall be governed by Government Code Section 65915(c)(2). The regulatory agreement shall include at least the following:
 - a. The total number of units approved for the housing development, including the number of target units;
 - b. A description of the household income group to be accommodated by the housing development, and the standards for determining the corresponding affordable rent or affordable sales price and housing costs;
 - c. The location, unit sizes, in square feet, and number of bedrooms of target units;
 - d. Tenure of use restrictions for target units of at least ten (10) or thirty (30) years, in compliance with applicable laws;
 - e. A schedule for completion and occupancy of target units;
 - f. A description of the additional incentive(s) being provided by the City; and
 - g. A description of remedies for breach of the regulatory agreement by the owners, developers, and/or successors-in-interest of the project.

The sample regulatory agreement (Development Covenant) is attached – **Exhibit C**.

2. That those units targeted for low-income households shall be affordable at a rent that does not exceed current Housing and Urban Development (HUD) income limits for low-income households for the county adjusted for household size.
3. That those units targeted for very low-income households shall be affordable at a rent that does not exceed current HUD income limits for very low-income households in the county adjusted for household size.
4. That the owner(s) shall maintain and keep on file documentation for the income level for each tenant occupying the target units.

5. That the owner(s) shall provide the City any additional information required by the City to ensure the long-term affordability of the target units by eligible households.
6. That the City shall have the right to inspect the owner's project-related records at any reasonable time and shall be entitled to audit the owner's records once a year.
7. That the City may establish fees associated with the setting up and monitoring of target units.
8. That all ownership target units shall be occupied by their purchasers; no renting or leasing shall be allowed.
9. That this Tentative Parcel Map becomes null and void after eighteen (18) months has elapsed from the date of approval if the map has not been recorded. The Commission may grant a time extension if a written request and fee is received from the applicant prior to the expiration date. The time extension, if approved, will be subject to the improvement standards and fees in effect at the time the extension for the Tentative Parcel Map is granted.

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

AYES:	Commissioners
NOES:	Commissioners
ABSTAIN:	Commissioners
ABSENT:	Commissioners

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

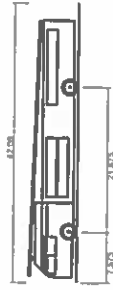
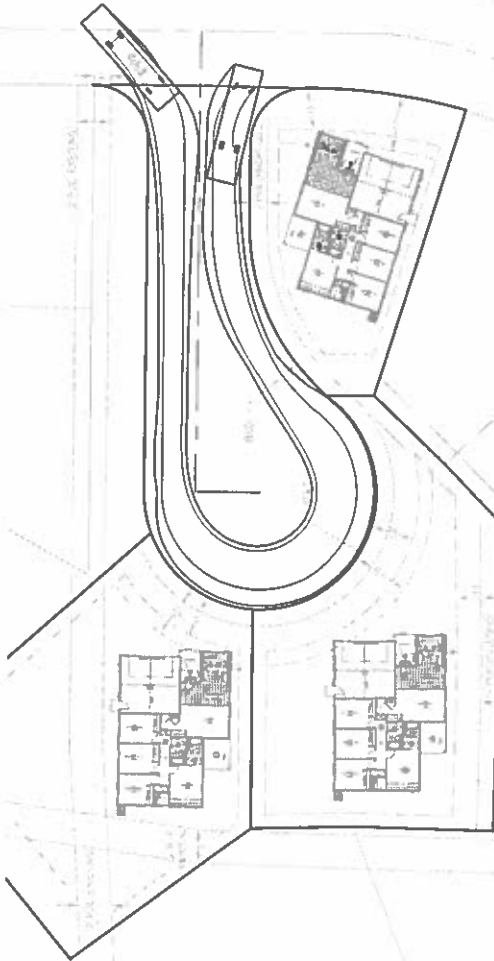
I, **DARLENE R. MATA**, Secretary of the City of Hanford Planning Commission, do hereby certify the foregoing Resolution was duly passed and adopted by the Planning Commission of the City of Hanford at a regular meeting thereof held on the 27th day of October 2020.

Darlene R. Mata, Secretary

Exhibit A
Tentative Parcel Map No. 2019-01

Attachment: Resolution No. 2020-13 (TPM 2019-01 Self-Help)

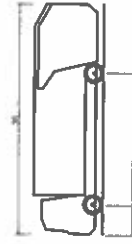
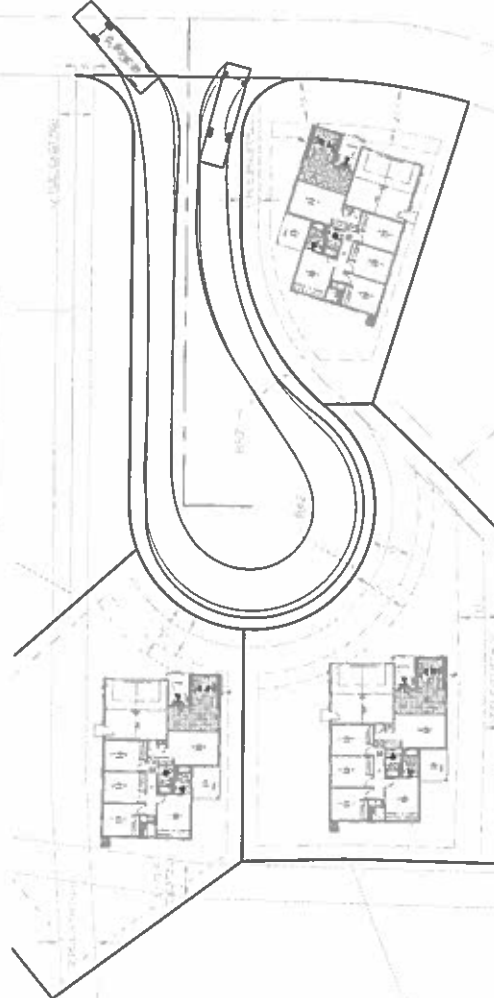
PARKSIDE DRIVE
SWEEP PATH ANALYSIS



42" Fire Truck	42.080ft
Overall Length	10.410ft
Overall Width	7.280ft
Overall Body Height	0.530ft
Min Body Ground Clearance	6.910ft
Track Width	5.00ft
Lock-to-lock time	42.000ft
Wait to Wall Turning Radius	

42.080fl
10.410fl
7.280fl
0.530fl
6.910fl
5.00s
42.000fl

SWEPT PATH ANALYSIS FOR REAR-LOAD GARBAGE TRUCK (35")



Rear-Load Garbage Truck
Overall Length
Overall Width
Overall Body Height
Min Body Ground Clearance
Track Width
Lock-to-lock time
Curb to Curb Turning Radius

35.000ft
8.375ft
10.546ft
1.000ft
8.375ft
6.00s
29.300ft

PREPARED FOR
SELF HELP ENTERPRISES
8445 W. 6th St.
Vancouver, CA V6P 2B1

Investigating the



4CREEKS

245-200-4444, 245-
 244-2222 and 245-
 244-2222
 245-244-2222
 245-244-2222

Exhibit B
Conditions of Approval

Exhibit B
Conditions of Approval

Attachment: Resolution No. 2020-13 (TPM 2019-01 Self-Help)

PLANNING DIVISION**MEETING DATE:** MARCH 20, 2019**TENTATIVE PARCEL MAP:** 2019-01**CONTACT:** Gabrielle Myers, Senior Planner: (559) 585-2578**General Plan Designation:** Low-Density Residential**Zoning:** R-L-5**Other Special Districts:** N/A**Planning Division Recommendation** ☒ Revise and Proceed ☐ Resubmit**General Requirements:**

1. That approval of this project does not exempt compliance with all applicable sections of the Zoning Ordinance, Public Works Improvement Standards, fees, or other City Ordinances.
2. That all approved proposals of the applicant be conditions of development, if not mentioned herein.
3. That the site be developed according to the approved site plan, titled Tentative Parcel Map No. 2019-01 with minor modifications to be approved by the Community Development Department.
4. That no expansion of the use which would tend to increase the projected scale of operations beyond the scope and nature described in this Tentative Parcel Map shall be permitted except upon application for, and approval of, modification of this application according to all procedures and requirements thereof.
5. That if cultural resources are discovered during construction or related activities, all work shall be halted and a qualified archeologist and the City of Hanford shall be notified. The find shall be properly investigated and appropriate measures are to be taken before construction may continue.
6. The following concessions have been granted for the project:
 1. Reduced lot depth – a minimum lot depth of 9.61 feet for Parcels A and B (at the minimum dimension)
 2. Reduced setbacks – a 20% deviation from the required setbacks

Setback	20% Deviation for One-Story	20% Deviation for Two-Stories
Front (Livable)	12 feet	12 feet
Garage	16 feet	16 feet
Street-Side	8 feet	8 feet
Interior Side	4 feet	4 feet
Rear	12 feet	20 feet

3. Deviation from the City Street standards – including the elimination of sidewalks and landscape strips and a decreased right-of-way width (37 feet curb-to-curb).

Housing Density Bonus and Other Incentives:

- ☒ That the city and applicant shall execute a regulatory agreement, ensuring compliance of the project with all applicable provisions and affordability restrictions as required under this section, State law, or other applicable affordable housing requirements, as well as equity sharing requirements if applicable. The regulatory agreement shall be recorded as a deed restriction with the Kings County recorder's office running with the land and be binding upon all future owners, developers, and/or successors-in-interest. The regulatory agreement shall be recorded prior to the approval of a final map. Resale of moderate income units shall be governed by Government Code Section 65915(c)(2). The regulatory agreement shall include at least the following:
- a) The total number of units approved for the housing development, including the number of target units;
 - b) A description of the household income group to be accommodated by the housing development, and the standards for determining the corresponding affordable rent or affordable sales price and housing costs;
 - c) The location, unit sizes, in square feet, and number of bedrooms of target units;
 - d) Tenure of use restrictions for target units of at least ten (10) or thirty (30) years, in compliance with applicable laws;
 - e) A schedule for completion and occupancy of target units;
 - f) A description of the additional incentive(s) being provided by the city;
 - g) A description of remedies for breach of the regulatory agreement by the owners, developers, and/or successors-in-interest of the project; and
 - h) Other provisions to ensure implementation and compliance with this section.
1. Those units targeted for low-income households shall be affordable at a rent that does not exceed current Housing and Urban Development (HUD) income limits for low-income households for the county adjusted for household size.
 2. Those units targeted for very low-income households shall be affordable at a rent that does not exceed current HUD income limits for very low-income households in the county adjusted for household size.
 3. The owner(s) shall maintain and keep on file documentation for the income level for each tenant occupying the target units.
 4. The owner(s) shall provide the city any additional information required by the city to ensure the long-term affordability of the target units by eligible households.

5. The city shall have the right to inspect the owner's project-related records at any reasonable time and shall be entitled to audit the owner's records once a year.
6. The city may establish fees associated with the setting up and monitoring of target units.
7. All ownership target units shall be occupied by their purchasers; no renting or leasing shall be allowed.

Dwelling Units per Lot (Section 17.10.050)

- ☒ That not more than one dwelling unit shall be allowed on each lot, unless approved as an accessory use to an allowed or approved conditional use, or approved as an accessory dwelling unit, in accordance with Section 17.60.030 of the Hanford Municipal Code.

Building Setback Area (Section 17.10.070) – requesting concessions to building setbacks

- ☒ That no structure shall be placed within a building setback area.

Setback deviations up to 20% are permitted:

Setback	20% Deviation for One-Story	20% Deviation for Two-Stories
Front (Livable)	12 feet	12 feet
Garage	16 feet	16 feet
Street-Side	8 feet	8 feet
Interior Side	4 feet	4 feet
Rear	12 feet	20 feet

Distance between Structures (Section 17.10.080)

- ☒ The minimum distance between structures shall be 10 feet, except as provided by the building code.

Height of Structures (Section 17.10.090)

- ☒ The maximum structure height shall be 35 feet.

Driveways (Section 17.10.110)

- ☒ That the width of a driveway and any paved area shall not cumulatively exceed 40% of the width of the lot's street frontage on which the driveway and any paved area faces. In the case of "L" or "U" shaped driveways or other configurations besides perpendicular driveways, the paved area of these driveways shall not exceed 50% of the front building setback area.
- ☒ That on corner lots, the driveway shall be located on the side of the lot adjacent to the interior lot line.
- ☒ That on key lots, the driveway shall be located on the side of the lot, which is not adjacent to the rear lot line of the adjacent reverse corner lot.

Usable Open Space (Section 17.10.150)

- ☒ That each lot shall provide for a usable open space area of a minimum 400 feet that is a minimum 15 feet wide.

Landscaping (Section 17.10.160)

- ☒ That landscaping be provided in accordance with Section 17.52 Landscape Standards of the Hanford Municipal Code.
- ☒ That except for driveways and approved parking areas all yard areas and setback areas visible from the street shall be landscaped with live plant materials and ornamentation common to the Hanford area or up to 100% of the yard and setback area may be landscaped with artificial turf and other permeable surfaces.
- ☒ That two street trees, a minimum 15 gallon size, shall be planted on all lots 6,000 square feet or greater. One of the two shall be planted 12 feet (no greater or no less) from the face of the front lot line street curb.
- ☒ That there shall be two additional street trees, a minimum 15 gallon size, planted on all corner lots in the parkway adjacent to the street side lot line.
- ☒ That all species of trees shall be selected from a list approved by the City Parks and Recreation Commission.

Environmental Requirements:

- ☒ That if fireplaces are proposed in the residential units, natural gas fireplaces or EPA-certified wood-burning fireplaces/stoves are to be installed in every unit that has a fireplace. Conventional open-hearth fireplaces are not allowed.
- ☒ That natural gas lines and electrical outlets be installed in backyards or patios to encourage use of gas and/or electric barbecues.
- ☒ That electrical outlets be installed around the exterior of the residential units to encourage use of electric lawn mowers, edgers, etc.

Noise:

- ☒ That construction equipment is muffled and construction activities be limited to the hours between 7:00 a.m. to 10:00 p.m., Monday through Friday, unless the construction is within the enclosed structure or approved by the Community Development Department.
- ☒ That noise from fixed mechanical equipment, when measured at the property line, meets the standard of the Hanford Noise Element.

Rooftop Equipment HMC Section 17.50.100

- ☒ That all elevator housing and mechanical equipment located on the roof of any building shall be screened from adjacent views and contained within a completely enclosed penthouse or

portion of the same building having walls and roofs with construction and appearance similar to the building.

Outdoor Lighting Standards HMC Section 17.50.140

- ☒ That all lights and light fixtures, except public street lights, shall be located, aimed or shielded so as to minimize light trespassing across property boundaries or skyward.
- ☒ That no lights or light fixtures shall flash, revolve, blink or otherwise resemble a traffic control signal or operate in such a fashion to create a hazard for passing traffic.
- ☒ That building mounted lighting fixtures shall be attached only to the walls of the building. The top of a light fixture attached to a building wall shall not be higher than the top of the building parapet or the top of the roof eave, whichever is lower.
- ☒ That canopy ceiling light fixtures shall be recessed or the sides of the lens area shall be shielded in order to eliminate emission of horizontal light.
- ☒ That mercury vapor lamps shall be a fully shielded fixture with all light directed on-site.
- ☒ That freestanding light fixtures shall not exceed eighteen (18) feet in height measured from the top of a light fixture to the adjacent grade at the base of the support for that light fixture.

Tents, Tarps, and Other Coverings (Section 17.50.130)

- ☒ That no front or side building setback area shall be covered by tents, tarps, cloth, fabric, or a wood or metal covering or structure except for the following:
 - ☒ Standard window and door awnings
 - ☒ Ornamental covers, such as a sidewalk or entry awning trellis, or other similar improvement intended as an improved passageway or for aesthetic purposes providing architectural integrity with the building to which it is attached. Supports shall be ninety (90) percent open and shall not be enclosed.

Dust Control:

- ☒ That the appropriate dust-control practices of the San Joaquin Valley Air Pollution Control District shall be implemented.
- ☒ That the any necessary permits be obtained through the San Joaquin Valley Air Pollution Control District.

BUILDING DIVISION
TPM 2019-001 (506-0413)
3-13-19

Contact Building Official: Tom Webb (559) 585-2584
Concerning questions that you may have on the conditions listed below:

Soils:

1. That a preliminary soils report, prepared by a qualified soil's engineer, be provided to the Engineering and Building Departments prior to approval of Subdivision Improvement Plans.
2. That a final soils report, prepared by a qualified soils engineer, be provided to the Engineering Department and Building Division prior to acceptance of the subdivision improvements by the City or issuance of building permits or whichever comes first.
3. That the developer retain the design engineer to inspect and verify that grading within the subdivision was constructed as per the approved design, and a copy of the report be provided to the Building Division prior to building permit issuance.

Street Names and Addresses:

1. That street addresses for each lot, as provided by the Building Division, be included on the subdivision final map.
2. That street names, as shown on the tentative subdivision map (as approved by the Building Division), be included on the subdivision final maps.
3. That all single family dwellings within the subdivision have illuminated address numbers 2-¼ inches high or be within an illuminated area with 3-½ inch high address numbers installed on the front most part of the building leading to the entrance. In either case the address numbers shall be of contrasting colors with the background.
4. That all landscaping requires permits and must meet requirements at time of installation.
5. That a map must be provided to show existing streets names of surrounding subdivisions that have City maintained streets.
6. That evidence of a demolition permit and a compaction report for the pool must be provided or obtain the same.

Hanford Fire Department

Contact Battalion Chief David Sumaya @ 559-585-2545 or dsumaya@cityofhanfordca.com concerning questions that you may have on the following conditions.

Site Plan Review: 2019-01

Date: 4/10/19

Project #: 506-1061 Self Help Enterprise

General Instructions

1. Approval of this project does not exempt compliance with all applicable sections of the City adopted fire codes and local fire ordinances.
2. All fire protection systems must be installed and operational prior to occupying the building.
3. All permits shall be issued and fees paid prior to scheduling inspections with the Fire Department. To schedule appointments for inspections, please email at grocha@cityofhanfordca.com and bfarr@cityofhanfordca.com
4. Scope of work shall be clearly stated on all plans submitted for permit.
5. All Deferred Submittals shall be listed on the building plan Title Page. All deferred submittals are required to be submitted within 30-days of building permit issuance.

The following comments are applicable if checked:

1. ☐ No comments.
2. ☒ This project must comply with latest applicable codes.
3. ☐ Project must meet minimum fire flow requirements per the table in Appendix B & C of the 2016 California Fire Code.
4. ☐ If a new fire hydrant flow test is required, contact the fire department for submittal requirements.
5. ☐ Based on the occupancy classification, an automatic sprinkler system is required for this project. ***A separate fire department permit is required.*** Contact the fire department for submittal process.
 - ☐ NFPA 13 System per CFC 903.3.1.1
 - ☐ NFPA 13R System per CFC 903.3.1.2 (Group R occupancies)
 - ☐ NFPA 13D System per CFC 903.3.1.3 (one and two-family dwellings, Group R-3, and townhouses)
6. ☐ For automatic sprinkler systems, ***a separate permit must be submitted*** for the underground system supplying the sprinkler system. Contact the fire department for submittal information.

Attachment: Resolution No. 2020-13 (TPM 2019-01 Self-Help)

7. ☐ Fire Riser Room: All new buildings that require an automatic fire sprinkler system shall contain a separate room to house the fire riser and FDC inside of it and shall have the following building elements:
- At least one man door shall be provided - only exterior door(s) are allowed,
 - The fire riser room and the door shall be large enough to accommodate repairs and/or maintenance needed by the use of tools and the removal and/or replacement of parts/pipe to the fire riser or FDC; suggested size 4' x 4' room.
 - One-hour rated construction,
 - Fire sprinkler head coverage required,
 - Normal and emergency back-up lighting shall be installed inside the fire riser room,
 - The exterior of the fire riser door shall have permanent signage stating FIRE RISER ROOM in a contrasting color to background,
 - For existing buildings: please contact the fire department for requirements.
8. ☐ When a sprinkler system is required with 21 or more sprinkler heads, the system shall be monitored by a Central Station Service. Fire alarm and detection systems required by Chapter 9 of the currently adopted edition of the California Building Code (CBC) and CFC shall be installed per NFPA 72. **A separate fire department permit is required** for fire sprinkler monitoring and/or fire alarm systems required by the latest edition of the CBC. Contact the fire department for submittal process.
9. ☐ A hydrant will be required within 50 feet of the fire department connection. **Knox FDC Plugs, Model #3401**, are required on all FDC's. The ordering of Knox Box products can be done directly at www.knoxbox.com or an order form can be obtained from the fire department.
10. ☐ When any portion of the facility or building to be protected is more than 400 feet from a hydrant on a fire apparatus access road as measured by an approved route around the exterior of the building, on-site fire hydrants and mains shall be provided where required by the fire code official.
11. ☐ Depending on the location of the existing fire hydrant(s), additional fire hydrants may be required. All hydrants must be in place and accepted by the fire department prior to any combustibles being brought onto the site.
12. ☐ No additional hydrants are necessary for this project.
13. ☐ Number of additional hydrants necessary for this project:
14. ☐ Fire hydrant spacing shall be as follows:
- a. **Residential development:** one hydrant shall be installed at 500 foot intervals.
 - b. **Commercial development:** one hydrant shall be installed at 300 foot intervals.
 - c. Or as required by Appendix C of the California Fire Code

15. ☐ Fire hydrant protection posts shall be installed at all fire hydrants that are subject to vehicle damage.
16. ☐ Approved fire apparatus access roads shall be provided for every facility, building, or portion of a building constructed or moved onto or with the City of Hanford. It shall extend to within 150 feet of all portions of the facility and all portions on the exterior walls of the first story of the buildings as measured by an approved route around the exterior of the building or facility.
17. ☐ All dead-end access roads in excess of 150 feet must be provided with an approved turn-around or hammer head complying with City standards.
18. ☐ Existing access roads are sufficient.
19. ☐ All access road shall not be less than 20 feet wide and 13 feet 6 inches in height.

Access road with a hydrant, the minimum road width shall be 26 feet exclusive of shoulders.

Aerial fire apparatus access roads (CFC D105.1): Where the vertical distance between the grade and the highest roof surface exceeds 30 feet, approved aerial fire apparatus access roads shall be provided. CFC D105.2: Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof.

20. ☒ Access road turning radius for fire apparatus is as follows (show all three on plans):
- a. 20 feet 1 inch inside turning radius (inside rear wheel)
 - b. 36 feet 3 inch curb to curb (outside front wheel)
 - c. 44 feet 6 inch outside radius (outside front bumper)
21. ☐ Additional access roads may be required per CFC 2016 Section 503.1.2. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.
22. ☐ Traffic calming devices shall not be installed onto fire department emergency access roads unless prior approval is obtained from the Hanford Fire Department.
23. ☐ Areas identified as "Fire Lanes" must be identified as such per requirements set forth in the California Vehicle Code Section 22500.1.

- a. Access roads 20-26 feet in width. Fire lanes shall be on both sides of the fire apparatus access roads.
- b. Access roads 26 to less than 32 feet in width: Fire lanes shall be on one side of the fire apparatus access roads.
- c. Access roads 32 feet in width or more: No fire lanes required.

24. ☐ Temporary or permanent fire department access roads shall be constructed in accordance with City Standards ST-36. All weather access roads shall be in place prior to any combustible construction being brought onto the premises unless approved by the fire department.
25. ☐ Locked gates installed across fire department access roads:
- a. **Manual gates** with a chain lock require a **Knox Padlock, Model #3770**, to be installed on them; or a **Knox Box, Model 3200 Series**, shall be installed on the exterior of the gate and a key to the lock on the gate must be placed in the Knox Box.
 - b. **Electric gates** shall be equipped with an electric **Knox Key Switch, Model 3502**, at the gate location.
 - c. In case of a loss of power, electrically operated gates shall have a means of back-up power or shall default in the open position for immediate fire department access.
 - d. At no time shall the width of the fire department access road be reduced below **20-foot wide through or at any gates** along the fire departments' emergency access roads due to protruding objects from gate supports, frames, signs, access booths, curbs, etc.
26. ☐ A Knox Box will be required. Keys that open all locked areas will also be required and placed in the Knox Box. The ordering of Knox Box products can be done directly at www.knoxbox.com or an order form can be obtained from the fire department.
27. ☐ All address numbers shall be installed onto the building and shall be visible from the frontage street. The color of the address numbers shall be in a contrasting color to the building.

Size of Address Numbers:

- | | |
|---|------------------|
| ○ Downtown area (existing buildings): | 4-inch numbers, |
| ○ Buildings 20-ft. or less from the street: | 6-inch numbers, |
| ○ Buildings 21- to 40-ft. from the street: | 8 inch numbers, |
| ○ Buildings more than 40-ft. from street: | 12 inch numbers. |

28. ☐ Commercial cooking equipment that produce grease laden vapors shall be provided with a Type I hood. ***A separate permit is required for the Type I hood.*** Contact the fire department for submittal information.
29. ☐ All commercial cooking appliances creating grease laden vapors shall have a K-

Class fire extinguisher within 30-feet of cooking appliances in accordance with the most currently adopted edition of the CFC.

30. ☐ ***A separate permit is required*** for all hazardous material and/or flammable and combustible liquids, gases, solids, etc., over the exempt amounts set forth in the latest adopted edition of the California Fire Code.
31. ☐ ***A fuel tank permit is required*** for underground and aboveground gasoline/LPG/Diesel.
32. ☐ ***Combustible high-piled storage over 12 feet requires a separate fire department review and permit.*** Contact the fire department for further information.



City of Hanford

Department of Public Works

900 South 10th Ave. • Hanford, CA 93230-5234 • (559) 585-2550

PROJECT: TPM 2019-01 (506-0413) – Parkside Drive

Maps and Plans:

1. That the developer shall submit to the City Engineer a set of construction plans on 24" x 36" sheets for all required improvements. Plans shall be prepared by a registered civil engineer and shall include a drainage and utility plan identifying sizes and location of sanitary sewer, storm drainage and water mains, curbs, gutters, sidewalks, masonry walls, street lights, street improvements, culverts and landscape improvements and all other infrastructure required to complete development. All plans shall be approved by the City Engineer and all other involved agencies before the release of the building permits.
2. That prior to beginning any construction or within ten (10) calendar days after the approved plans are released by the City, the developer shall submit to the City of Hanford Engineering Division one (1) reproducible and four (4) blue line copies of the approved set of construction plans and four (4) bound sets of the approved construction specifications, if any.
3. That within twenty (20) calendar days after all improvements have been constructed and accepted by the City, the developer shall submit to the City of Hanford Engineering Division one (1) reproducible and one (1) blue line copy of the approved set of construction plans revised to reflect all field revisions and marked "RECORD DRAWING."

Easements:

1. That all easements shall be designated on the final parcel map as required by the utility companies and where needed for providing service to street lights and landscape improvements as designated by the City Public Works Department.
2. That all easements for irrigation ditches and / or irrigation pipelines shall be legally abandoned or relocated to the satisfaction of the City Engineer prior to the recording of a final parcel map.
3. That all proposed landscape/public utility easements, located as shown on the tentative parcel map, shall be dedicated to the City and be delineated on the final parcel map. Landscape/public utility easement shall meet or exceed the following minimum widths:

a.) Apple Circle – Six feet (Public Utility) & Lot L&L (Landscape & Public Utility)

Dedications:

1. That all proposed streets and street extensions, located as shown on the tentative parcel map, shall be dedicated to the City as public right-of-way, and any alteration of existing utilities shall be the responsibility of the developer.
2. That all proposed landscape public utility easements, located as shown on the tentative parcel map shall be dedicated to the City for landscape and public utility purposes concurrent with the recording of a final parcel map, unless modified herein.

Luis Verdugo
ASSISTANT ENGINEER (559) 585-2556

08/27/2020
DATE

Attachment: Resolution No. 2020-13 (TPM 2019-01 Self-Help)



City of Hanford

Department of Public Works

900 South 10th Ave. • Hanford, CA 93230-5234 • (559) 585-2550

Street Improvements:

1. That all improvements consisting of sanitary sewers, storm sewers, water mains, concrete curbs, gutters, street lights, landscaping, street grading, surfacing and striping and all other improvements shall be installed in accordance with Chapter 16.24, "Improvements", of the Hanford Municipal Code and this resolution pertaining to subdivision improvements in effect at the time of filing the tentative parcel map.
2. Apple Circle shall be developed as a residential street along the entire development frontage. All improvements shall be constructed in conformance with City Standards ST-17 and ST-32 and as follows:
 1. Shall be constructed as shown on approved tentative parcel map.
3. That street lights shall be installed throughout the subdivision in conformance with City Standard GE-56 and Southern California Edison requirements. Street lights shall be located as designated by City Engineer.
4. That development is subject to a transportation mitigation impact fee as required by City Municipal Code section 15.48 and any revisions thereof. Developer shall agree that all reimbursements will be made pursuant to the City's Impact Fee Program reimbursement schedule.

Backup Parkway Improvements:

1. That the developer shall design and construct the following improvements along the development North frontages of Apple Circle.
 - a. A minimum six-foot-high decorative masonry block wall with continuous reinforced concrete footings. Masonry walls shall be treated with anti-graffiti repellent. The minimum height of the wall shall be measured from the highest elevation grade of the property located adjacent to either side of the wall. Wall heights shall be maintained at a uniform grade / slope whenever possible. If elevation changes are required, steps shall be introduced at pilaster locations and / or changes in wall direction. Wall improvement plans shall be designed to incorporate architectural, civil and structural components into one set of drawings. Wall plans shall be reviewed and approved by both the City Public Works and Community Development Departments.
 - b. Landscaping and irrigation system improvements along the development North frontages of Apple Circle. Landscape plans shall be prepared by a licensed landscape architect. Plans shall be reviewed and approved by the City Public Works, Parks & Recreation, and Community Development Departments.
2. That all species of trees and plants shall be selected from a list approved by the City's Parks and Recreation Commission.
3. That all new and existing electrical boxes, control boxes and other equipment boxes (excluding traffic control) cabinets along the street frontage shall be painted hunter green or

Luis Verdugo
ASSISTANT ENGINEER (559) 585-2556

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City of Hanford Department of Public Works

900 South 10th Ave. • Hanford, CA 93230-5234 • (559) 585-2550

be of a color compatible with the landscaping. Prior to painting, all metal surfaces shall be treated with an etching primer (zinc chromate) or equivalent. All new irrigation electrical and control cabinets shall be mounted into the masonry wall per City Standards.

4. That a SCE meter & 2" water service and meter be installed to lot "L&L"
5. That a covenant including each residential lot within the subdivision and requiring care and maintenance of local street park strip landscape improvements along the individual lot frontage(s) by the homeowners thereof shall be recorded concurrent with the final parcel map. (Pay for metered water for landscape, pay for SCE meter)

Sewer Improvements:

1. That the developer's engineer shall provide a Sanitary Sewer plan complete with calculations for the entire subdivision for City Public Works Department review and approval prior to recording a final parcel map for the development. Provisions shall be made to provide service for future areas of development located adjacent to the subdivision.
2. A 6-inch diameter sanitary sewer main shall be installed within Apple Circle in accordance with the Sanitary Sewer Plan.

Storm Drainage Improvements:

1. That the developer's engineer shall provide a Storm Drainage Plan complete with calculations for the entire subdivision for City Public Utilities and Engineering Department review and approval prior to recording a subdivision final map for the development.
2. That developer shall be required to comply with State of California Water Resources Control Board requirements specifically related to the National Pollution Elimination System Permit process.

Water System:

1. That the developer's engineer shall provide a Water System Master Plan complete with calculations for the entire subdivision for City review and approval prior to recording a subdivision final map for the development. Provisions shall be made to provide service for future areas of development located adjacent to the subdivision.
2. An 8-inch water main shall be installed within Apple Circle.
3. That all existing water wells located within the proposed development shall be abandoned in conformance with State of California Department of Health Standards.

Assessment District:

1. That the developer shall enter into an agreement with the City for the formation of a tax assessment district for the maintenance of interior subdivision street lighting, decorative block fencing, and landscaping and irrigation located along the property North frontages of Apple Circle located as shown on the tentative parcel map.

Luis Verdugo
ASSISTANT ENGINEER (559) 585-2556

08/27/2020
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City of Hanford

Department of Public Works

900 South 10th Ave. • Hanford, CA 93230-5234 • (559) 585-2550

2. That prior to funds from the tax assessment district being obtained, the developer shall be responsible for the maintenance of all landscaping and irrigation, subdivision interior street lighting and decorative fencing.

City Development Impact Fees:

1. That development is subject to a Police Development Impact Fee as required by City Ordinance No. 19-41-R, and any revisions thereof. Fee payable with each building permit.
2. That development is subject to a Fire Development Impact Fee as required by City Ordinance No. 19-41-R, and any revisions thereof. Fee payable with each building permit.
3. That development is subject to a Park Development Impact Fee as required by City Ordinance No. 19-41-R and any revisions thereof. Fee payable with each building permit.
4. That development is subject to a Transportation mitigation impact fee as required by City Ordinance No. 19-41-R and any revisions thereof. Fee payable with each building permit.
5. That the development is subject to a Wastewater System Development Impact fee as required by City Ordinance No. 19-41-R, and any revisions thereof. Fee payable with each building permit.
6. That development is subject to a Water System Development Impact Fee as required by City Ordinance No. 19-41-R or any revisions thereof. Fee payable with each building permit.
7. That development is subject to a Refuse and Recycling Development Impact Fee as required by City Ordinance No. 19-41-R or any revisions thereof. Fee payable with each building permit.
8. That development is subject to a Storm Drainage Development Impact Fee as required by City Ordinance No. 19-41-R, and any revisions thereof. Fee payable prior to recording of final parcel map.
9. That development is subject to a 12th Avenue Sanitary Sewer area of benefit district assessment fee as required by City Ordinance No. 92-03 or any revisions thereof, if applicable. Fee shall be payable prior to recording of final parcel map.

Attachment: Resolution No. 2020-13 (TPM 2019-01 Self-Help)

Luis Verdugo
ASSISTANT ENGINEER (559) 585-2556

08/27/2020
DATE

Exhibit C
Development Covenant

Attachment: Resolution No. 2020-13 (TPM 2019-01 Self-Help)

DRAFT

NO FEE REQUIRED PURSUANT
TO CODE SECTION 27383
CODE 6103

RECORDING REQUESTED BY
AND MAIL RESPONSE TO:

CITY OF HANFORD
COMMUNITY DEVELOPMENT

317 North Douty Street
HANFORD, CA 93230

DEVELOPMENT COVENANT

This DEVELOPMENT COVENANT ("Agreement") is entered into as of the Effective Date (defined below), between the CITY OF HANFORD, a municipal corporation ("City") and Self-Help Enterprises, a California non-profit corporation (the "Developer").

RECITALS

The parties enter into this Agreement based on the following facts, understandings, and intentions:

- A. Pursuant to the Purchase Agreement (defined below) Developer has purchased that certain vacant infill lot with a street address of _____, Hanford, California as more particularly described in Exhibit "A" (the "Property").
- B. In connection with Developer's purchase of the Property from City, Developer has agreed to construct a new, approximately, 1500 square foot single family home consisting of four bedrooms, two bathrooms and a two car garage (the "Project") to be marketed and sold to households earning not greater than 80% of the most recent annual median income ("AMI") calculated and published by HUD for the Hanford Metropolitan Statistical Area applicable to such household's size, in accordance with the terms and conditions set forth herein.
- C. This project has been provided with a finding of Categorical Exemption pursuant to Article 19, Section 15332 (Class 32/infill) of the California Environmental Quality Act (CEQA).

AGREEMENT

In consideration of the mutual promises and covenants and upon the terms and conditions set forth in this Agreement, the parties agree as follows:

1. **DEFINITIONS** Besides definitions contained elsewhere in this Agreement, the following definitions will govern the construction, meaning, application and interpretation of the defined terms, as used in this Agreement.
 - 1.1 **ADA.** "ADA" means the Americans with Disabilities Act of 1990.
 - 1.2 **Agreement.** "Agreement" means this Development Covenant between City and Developer.

- 1.3 Certificate of Completion. "Certificate of Completion" means that Certificate issued in the form attached as Exhibit E to Developer by City evidencing completion of the Project for purposes of this Agreement.
- 1.4 City. "City" means the City of Hanford, a municipal corporation, having its offices at 319 N. Douty Street, Hanford, California 93230, and operating through its Council and its various departments.
- 1.5 Day. "Day", whether or not capitalized, means a calendar day, unless otherwise stated.
- 1.6 Default. "Default" means a party's failure to timely perform any action or covenant required by this Agreement following notice and opportunity to cure.
- 1.7 Developer. "Developer" means Self-Help Enterprises, a California non-profit corporation.
- 1.8 Effective Date. "Effective Date" means the date that City signs this Agreement (including attestation by the Clerk), after Developer signs it.
- 1.9 Environmental Laws. "Environmental Laws" means any federal, state, or local law, statute, ordinance or regulation concerning environmental regulation, contamination or cleanup of any Hazardous Materials or Waste including, without limitation, any state or federal lien or "super lien" law, any environmental cleanup statute or regulation, or any governmentally required permit, approval, authorization, license, variance or permission.
- 1.10 City. "City" means the City of Hanford having its offices at 317 N. Douty Street, Hanford, California 93230.
- 1.11 Hazardous Materials. "Hazardous Materials" means any substance, material, or waste, which is or becomes regulated by any local governmental authority, the State of California, or the United States Government including, without limitation, any material or substance, which is: (a) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Sections 25115, 25117, or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, (b) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, (c) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, (d) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, (e) petroleum, (f) friable asbestos, (g) polychlorinated biphenyl, (h) listed under Article 9 or defined as "hazardous" or "extremely hazardous" under Article 11 of Title 22, California Administrative Code, (i) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (j) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. §6901 *et seq.*, or (k) defined as "hazardous substances" pursuant to Section of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §9601, *et seq.*); provided, however, hazardous materials shall not include: (1) construction materials, gardening materials, household products, office supply products or janitorial supply products customarily used in the construction, maintenance, rehabilitation, or management of residential rental housing, mixed-use, or commercial developments or associated buildings or grounds, or typically used in household activities in a manner typical of other

residential, mixed-use or commercial developments which are comparable to the Improvements; and (2) certain substances which may contain chemicals listed by the State of California pursuant to Health and Safety Code Section 25249, et seq., which substances are commonly used by a significant portion of the population living within the region of the Property, including, but not limited to, alcoholic beverages, aspirin, tobacco products, NutraSweet, and saccharine.

- 1.12 Improvements. "Improvements" means the construction of the Project on the Property.
- 1.13 Performance Schedule. "Performance Schedule" means the schedule attached as Exhibit C, setting forth the dates and times by which the parties must accomplish certain obligations under this Agreement. The parties may revise the Schedule from time to time on mutual written agreement of Developer and City, but any delay or extension of the completion date is subject to the requirements in this Agreement.
- 1.14 Project. "Project" means the development that Developer is to complete on the Property and any off-site improvements, as generally described in the Scope of Development, attached as Exhibit B. The Project includes construction of three new 1500 square foot single family homes consisting of four bedrooms, two bathrooms and a two-car garage to be marketed and sold to a household earning not greater than 80% of the most recent annual median income ("AMI") calculated and published by HUD for the Hanford Metropolitan Statistical Area applicable to such household's size.
- 1.15 Project Budget. "Project Budget" shall mean the schedule of sources and uses of funds attached hereto as Exhibit D.
- 1.16 Project Completion Date. "Project Completion Date" means the date that City shall have determined the Project has reached completion in accordance with the plans and specifications in the Development Schedule, as evidenced by City's issuance of a Certificate of Completion.
- 1.17 Property. "Property" means the real property described in Exhibit A
- 1.18 Security Financing Interest. "Security Financing Interest" means a security interest, which Developer grants in its interest in the Property, to secure a debt, the proceeds of which Developer uses to construct the Project.

2. CITY ASSISTANCE & DEVELOPMENT LOAN

- 2.1 City agrees to provide certain financial assistance to the Developer to assist the Developer in construction costs and the resale of the Project. City shall provide \$90,000 in assistance which includes up to \$90,000 to bridge the gap between the sales price and construction cost as a forgivable development gap loan to the Developer and up to \$30,000 in down payment/closing cost assistance to the low-income homebuyer to be funded as a 30-year, 2% interest loan payable to City. Said loans shall be made upon the sale of the project to a household earning not greater than 80% AMI. The forgivable development gap loan shall be paid by City during escrow and will be forgiven at the close of escrow.
- 2.2 Developer agrees to provide construction financing for the development of the

Project to be repaid upon the sale of the Project to a household earning not greater than 80% AMI.

3. PROJECT DEVELOPMENT

- 3.1 Private Development Project; Revision of Project. Developer will complete the Project as described in the Scope of Development using contractors licensed to do business in California except where provision of state code allows for owner-builder exemptions.
- 3.2 Time for Completion of the Project. Developer will begin construction by the date provided in the Performance Schedule, and will diligently complete the Project according to the Performance Schedule, or by any other date as the parties may agree in a written extension signed by the parties and subject to any extension of time provided for in Section 3.3.
- 3.3 Extension of Time for Completion. In addition to the specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of another party; acts or the failure to act of any public or governmental agency or entity or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty days after the commencement of the cause, the period shall commence to run only thirty days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by City and the Developer. Executive Director, on behalf of City, may grant extension(s) which cumulatively do not exceed one hundred eighty (180) days; any additional extension shall require City Council approval.
- 3.4 Certificate of Completion. After Developer has satisfactorily completed the Project according to this Agreement, Developer may ask The City to record a Certificate of Completion indicating that the Project is complete, substantially in the form attached as Exhibit E. For purposes of this section, Developer's submission of a "Safe to Occupy" Certificate or Certificate of Occupancy for the Improvements of the Project shall be conclusive evidence that Developer has satisfactorily completed those Improvements. Subject to the satisfaction of the conditions to its issuance (see next subsection) and within ten days of such request, the City shall provide an instrument certifying Developer's completion of the Project, by preparing and recording the Certificate of Completion. This release, when recorded, will evidence the City's conclusive determination that Developer has satisfied the construction covenants in this Agreement for the Project. The release will not be evidence that Developer has complied with or satisfied any obligation to any person holding a deed of trust or Security Financing Interest. The release shall not terminate Developer's indemnification or other obligations, which by their nature are intended to survive Project completion. After the release is recorded in

the Official Records of Kings County, any party then owning or after that purchasing the project shall not (because of such ownership or purchase) incur any obligation or liability under this Agreement regarding the construction requirements or Project development of the completed project.

- 3.5 Conditions to Issuing the Certificate of Completion. The following are all conditions precedent to the City issuing the Certificate of Completion for the project, or any phase thereof, and each submission will be in a form and substance satisfactory to the City:
- 3.5.1. Evidence that all mechanics' liens or material men's liens and claims recorded against the Property, or any Phase thereof, and the Project Improvements that are the subject of the Certificate of Completion have been unconditionally and finally released or, if not released, sufficiently bonded against as required by law.
- 3.6 Liens and Stop Notices. If a claim of lien or bonded stop notice is recorded against the Property or any Project improvements, the Developer, within 91 days after that, or within five days after the City's demand, whichever occurs last, will do the following:
- 3.6.1. Pay or discharge the same; or
 - 3.6.2. Effect the release of it by recording and delivering to the City a surety's release bond in sufficient form and amount, or otherwise;
 - 3.6.3. Give the City other assurance that the City, in its sole discretion, deems satisfactory to protect the City from the effect of the lien, claim or bonded stop notice.
- 3.7 Proof of Insurance. Annually, beginning with commencement of construction of the Project, and continuing until the issuance of a Certificate of Completion for the Project, Developer shall submit proof of insurance as required by this Agreement.
- 3.8 Taxes and Assessments. The Developer will pay before delinquency all ad valorem real estate taxes and assessments on the Property, subject to the Developer's right to contest any taxes or assessments in good faith. The Developer will remove any levy or attachment on the Property or any part of it, or assure the satisfaction of the levy or attachment within a reasonable time.
- 3.9 Compliance with Laws. In performing its obligations hereunder, Developer shall comply with all applicable laws, regulations, and rules of the governmental agencies having jurisdiction, including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Developer, not City, is responsible for determining applicability of and compliance with all local, state and federal laws including, without limitation, the California Labor Code, Public Contract Code, Public Resources Code, Health & Safety Code, Government Code, the City Charter, and Hanford Municipal Code. The City makes no representations regarding the applicability of any such laws to this Agreement, the Project, or the parties' respective rights or obligations hereunder including, without limitation, payment of prevailing wages, competitive bidding, subcontractor listing, or other matters. The City shall not be liable or responsible, in law or equity, to any person for Developer's failure to comply with any such laws, whether the City knew

or should have known of the need for Developer to comply, or whether the City failed to notify Developer of the need to comply.

4. SALE OF COMPLETED PROJECT TO A HOUSEHOLD EARNING NOT GREATER THAN 80% AMI

- 4.1 Developer Obligations. Developer shall be responsible for all aspects of the marketing and selling of the completed Project to a household earning not greater than 80% AMI, including but not limited to, the coordination of all potential sales and income qualifications for all buyers to confirm household income is not greater than 80% AMI; coordination with all mortgage lenders, preparation of purchase documents and loan documents necessary for secondary financing.

5. INDEMNITY; INSURANCE

- 5.1 Indemnity. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend, with qualified counsel of Developer's choice, the City, and each of its officers, officials, employees and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability including, without limitation, personal injury, death at any time and property damage) incurred by the City, Developer or any other person, and from any claims, demands and actions in law or equity (including reasonable attorneys' fees, litigation and legal expenses incurred by the City or held to be the liability of the City, including plaintiff's or petitioner's attorney's fees if awarded, in connection with the City's defense of its actions in any proceeding), arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the work or Improvements by the Developer and Developer's employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation and removal or maintenance of the work and Improvements; or (v) the City's granting, issuing or approving use of this Agreement.

Developer's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the City or any of its officers, officials, employees, agents or authorized volunteers.

This indemnity shall also cover, without limitation the following: (i) any act, error or omission of Developer as to the City or any of their officers, employees, contractors, subcontractors, invitees, agents or representatives in connection with this Agreement, the Project or the Property; (ii) any use of the Property, the Project by Developer or any of its officers, employees, contractors, subcontractors, invitees, agents or representatives, successors or assigns; (iii) the design, construction, operation or maintenance of the Project; or (iv) failure of Developer or any of its officers, employees, contractors, subcontractors, invitees, agents or representatives to comply with any Federal, State or local law, code, ordinance or regulation applicable to this Agreement or the Project, including, but not limited to, claims based upon failure to comply fully with prevailing wage laws as may be determined by any court or agency of the State of California or United States

Government; with respect to any and all claims related to prevailing wage, Developer, as provided herein and otherwise in this Agreement, assumes all responsibility for payment of prevailing wage and complying with prevailing wage laws, if required, and specifically waives any and all rights against the City, as well as the City and agents, employees, agencies, and consultants, pursuant to California Labor Code section 1726(c) and analogous federal law, if any, and agrees to defend and fully indemnify the City, as well as City agents, employees, agencies, and consultants, for any claims based upon failure to pay prevailing wage, including, without limitation, claims for damages, fines, penalties, litigation expenses, costs, attorneys' fees, and interest. Developer and/or the City have the right to contest or challenge any finding that prevailing wage applies.

This section shall survive termination or expiration of this Agreement and the potential recordation of the Grant Deeds.

5.1.1 Action Arising Out of Approval of This Agreement. The Developer shall indemnify, defend and hold the City and each of their respective officers, officials, employees, agents, boards and volunteers harmless from any judicial action filed against the City by any third party arising out of the City's approval of this Agreement or any permit, entitlement or other action required to implement this Agreement, including without limitation approvals under the Law, CEQA or the City's Municipal Code. The City will promptly notify the Developer of the action. Within fifteen (15) days after receipt of the notice, the Developer shall take all steps necessary and appropriate to assume defense of the action. The City will cooperate with the Developer in the defense of the action (at no cost to City). Neither the Developer nor City will compromise the defense of such action or permit a default judgment to be taken against the City without the prior written approval of the other party(ies).

5.1.2 Survival of Indemnification Provisions. Except as otherwise specifically stated herein, the indemnification provisions in this subsection and every other indemnification in this Agreement will survive any termination of this Agreement, will survive any Closing, will survive the expiration of any covenant herein and will not merge with any other document evidencing an interest in real property.

5.2 Insurance. Until the City issues the Certificate of Completion and records it in the Official Records of Kings County, Developer shall pay for and maintain, or cause to be paid and maintained, in effect all insurance policies required hereunder with insurance companies either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or (ii) authorized by the City's Risk Manager. The following policies of insurance are required, and Developer will deliver proof of these policies before starting construction:

5.2.1 Commercial General Liability Insurance. Commercial general liability Insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations,

contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$5,000,000 aggregate for products and completed operations, and \$10,000,000 general aggregate.

5.2.2 Commercial Automobile Liability Insurance. Commercial automobile liability insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 (Section 1, subsection A.1 entitled "Any Auto"), with combined single limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

5.2.3 Workers' Compensation Insurance. Workers' compensation insurance, as required under the California Labor Code.

5.2.4 Employer's Liability. Employer's liability coverage with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

5.2.5 Fire and Extended Coverage Insurance. Fire and extended coverage insurance for at least the full replacement cost of the Developer Improvements on the Property, excluding foundations, footings and excavations and tenant improvements, fixtures and personal property.

5.2.6 Builders Risk Insurance. Builders risk insurance sufficient to cover one hundred (100) percent of the replacement value of all improvements made on the Property including, without limitation, terms of labor and materials in place or to be used as part of the permanent construction (including, without limitation, surplus miscellaneous materials and supplies incidental to the work, and scaffolding, staging, towers, forms and equipment not owned or rented by Developer, the cost of which is not included in the cost of work).

Developer shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Developer shall also be responsible for payment of any self-insured retentions.

The above-described policies of insurance shall be endorsed to provide an unrestricted thirty calendar day written notice in favor of the City, of policy cancellation, change or reduction of coverage, except the Workers' Compensation policy that shall provide a ten-calendar day written notice of such cancellation, change or reduction of coverage. If any policy is due to expire during the term of this Agreement, Developer shall provide a new certificate evidencing policy renewal not less than fifteen calendar days before the expiration date of the policy. When an insurer, broker, or agent issues a notice of cancellation, change or reduction in coverage, Developer shall immediately obtain and file a certified copy of a new or renewal policy and certificates for such policy with the City.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name the City and the officers, officials, agents and employees as an additional insured. Each policy shall be endorsed so that Developer's insurance is primary and no contribution is required of the City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. Developer shall

furnish the City with copies of the actual policies upon the request of its designee, or the City's Risk Manager.

The fact that insurance is obtained by Developer or its subcontractors shall not be deemed to release or diminish the liability of Developer or its subcontractors including without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City, and their officers, officials, agents, employees and volunteers, shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Developer or its subcontractors. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Developer, its principals, officers, agents, employees, persons under the supervision of Developer, vendors, suppliers, invitees, subcontractors, consultants or anyone employed directly or indirectly by any of them.

If Developer fails to maintain the required insurance in full force and effect, Developer shall immediately discontinue all work under this Agreement, and take all necessary actions to secure the work site to insure that public health and safety is protected, until City receives notice that the required insurance has been restored to full effect and that the premiums for the insurance have been paid for a period satisfactory to City. Developer's failure to maintain any required insurance shall be sufficient cause for City to terminate this Agreement after notice and the right to cure as provided in Section 9.5.

If Developer subcontracts all or any portion of the work under this Agreement, Developer shall require each subcontractor to provide insurance protection in favor of Developer and the City, and their officers, officials, employees, agents and volunteers according to the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Developer and City before the subcontractor begins any work.

5.2.7 Insurance for Project Design Work. Developer shall maintain for its Project design work, or if Developer subcontracts any of the Project design work Developer shall require each design subcontractor to maintain professional liability insurance (errors and omissions) with a limit of not less than one million dollars (\$1,000,000) per occurrence.

If claims made forms are used for any Professional Liability Coverage, either (i) the policy shall be endorsed to provide not less than a five year discovery period, or (ii) the coverage shall be maintained for a minimum of five years after the Release of Construction Covenants is recorded. The requirements of this section relating to such coverage shall survive termination or expiration of this Agreement.

5.2.8 Performance and Payment Bonds. Developer will obtain and deliver labor and material bonds, payment, and performance bonds, issued by an insurance company meeting the criteria for Developer's other insurance under this Agreement. The bonds will at least equal to one hundred percent of Developer's estimated construction costs of any particular Phase of the Project then under construction and shall remain in full force until the issuance of a "Safe to Occupy" Certificate or Certificate of Occupancy, or the recording of a Certificate of Completion for that Phase, whichever is earlier. The bonds will name City as co-

obligee. Instead of requiring performance and payment bonds, City may consider and accept other evidence of Developer's ability to complete the Project.

6. SECURITY FINANCING INTERESTS AND RIGHTS OF HOLDERS

6.1 Prohibition Against Transfer of Property, the Buildings or Structures Thereon and Assignment of Agreement. Prior to the issuance by City of a Certificate of Completion for the Project, the Developer shall not, except as expressly permitted by this Agreement, sell, transfer, convey, assign, or lease the whole or any part of the Property or the buildings or improvements thereon without the prior written approval of City. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property or to prohibit or restrict the leasing of any part or parts of a building or structure when said improvements are completed.

6.1.1 Permitted Transfers. Notwithstanding the foregoing, the following events ("Permitted Transfers") shall not be deemed a transfer for the purposes of requiring City's consent:

- A. Creation of Security Financing Interests;
- B. A sale, conveyance, or transfer of the Property at foreclosure (or a deed in lieu of foreclosure) resulting from a Security Financing Interest;
- C. The conveyance or dedication of parts of the Property to the City or the grant of easements or permits solely to facilitate the development of the Property before the Certificate of Completion is recorded;
- D. Sale or rental of Project units/space in accordance with this Agreement;
- E. Sale or assignment to an entity controlled by or in common control with Developer;
- F. Assignments resulting from the death or mental or physical incapacity of an individual;
- G. Assignments in trust for the benefit of a partner's spouse, children, grandchildren or other family members;.

6.2 Approval or Consent of City. When a request for transfer or assignment is submitted to City for consideration, approval will be conditioned on the following:

6.2.1 Financial Strength and Business Experience. The proposed transferee will demonstrate to City's reasonable satisfaction that the proposed transferee has sufficient financial strength and the business experience in planning, financing, development, ownership, and operation of similar projects to complete the Project, or portion thereof, competently.

6.2.2 Assumption Agreement. Any transferee, by recordable instrument acceptable to the City, shall expressly assume all the unfulfilled or ongoing obligations of the Developer under this Agreement, and agree to be subject to all the conditions and restrictions to which the Developer is subject with respect to the Property or applicable portion thereof.

6.2.3 Transfer Documents. The Developer or its successors shall submit all documents, proposed to affect any transfer or assignment, to the City for review and approval.

6.2.4 Other Information. Developer or its successors shall deliver all information to City that City may reasonably request to enable it to evaluate the proposed transfer or assignment. City shall approve, conditionally approve, or disapprove a request for assignment within 15 days after receiving the request and all supporting documentation.

6.2.5 Developer's Release. City's approval of any transfer, assignment, or sale will not relieve the Developer or any successor from any unfulfilled or ongoing obligations of Developer under this Agreement with respect to any portion of the Property not transferred. The provisions of this subsection are intended to discourage land speculation, and these provisions shall be liberally interpreted to accomplish that end.

6.3 Security Financing; Rights of Holders.

6.3.1 No Encumbrances Except Mortgages, Deeds of Trust, Sales and Lease-Backs or Other Financing for Development. Notwithstanding Section 6.1 of this Agreement, mortgages, deeds of trust, sales and lease-backs or any other form of conveyance required for any reasonable method of financing are permitted before issuance of a Certificate of Completion but only for the purpose of securing loans of funds to be used for financing the acquisition of the Property, the construction of improvements on the Property and any other expenditures necessary and appropriate to develop the Property under this Agreement. The Developer shall promptly notify City of any mortgage, deed of trust, sale and lease-back or other financing conveyance, encumbrance or lien that has been created or attached thereto prior to completion of the construction of the improvements on the Property whether by voluntary act of the Developer or otherwise. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development.

6.3.2 Holder Not Obligated To Construct Improvements. The holder of any mortgage, deed of trust or other security interest authorized by this Agreement shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion, nor shall any covenant or any other provision in the grant deed for the Property be construed so to obligate such holder. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement.

6.3.3 Notice of Default to Mortgage, Deed of Trust, or Other Security Interest Holders; Right to Cure. Whenever City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in completion of construction of the improvements, City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage, deed of trust, or other security interest authorized by this Agreement who has previously made a written request to City therefor default of the Developer under this Section 6.3.3. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the

improvements (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to City by written agreement reasonably satisfactory to City. The holder in that event must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates and submit evidence reasonably satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations. Any such holder properly completing such improvements shall be entitled, upon written request made to the City, to a Certificate of Completion from the City.

6.3.4 Failure of Holder to Complete Improvements. In any case where, six months after default by the Developer in completion of construction of improvements under this Agreement, the holder of any mortgage, deed of trust, or other security interest creating a lien or encumbrance upon the Property has not exercised the option to construct, or if it has exercised the option and has not proceeded diligently with construction, the City may purchase the mortgage, deed of trust, or other security interest by payment to the holder of the amount of the unpaid debt, plus any accrued and unpaid interest. If the ownership of the Property has vested in the holder, City, if it so desires, shall be entitled to a conveyance of the Property from the holder to the City upon payment to the holder of an amount equal to the sum of the following:

- A. The unpaid mortgage, deed of trust, or other security interest debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- B. All expenses with respect to foreclosure;
- C. The net expenses, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Property;
- D. The costs of any authorized improvements made by such holder; and
- E. An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the City.

6.16.1 Right of the City to Cure Mortgage, Deed of Trust or Other Security Interest Default. In the event of a default or breach by the Developer on a mortgage, deed of trust or other security interest with respect to the Property prior to the completion of the Project, and the holder has not exercised its option to complete the Project, may cure the default prior to completion of any foreclosure. In any such event, the City shall be entitled to reimbursement from Developer of all costs and expenses incurred by the City in curing the default. the City shall also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien shall be subject to mortgages, deeds of trust or other security interests executed for the sole purpose of obtaining funds to purchase and develop the Property as authorized herein.

7 USE AND MAINTENANCE OF THE SITE.

- 7.1 Developer covenants and agrees for itself, its successors and assigns, which covenants shall run with the land and bind every successor or assign in interest of Developer, that during development of the Site pursuant to this Agreement and thereafter, neither the Site nor the improvements, nor any portion thereof, shall be improved, used or occupied in violation of any applicable governmental restrictions or the restrictions of this Agreement. Furthermore, Developer and its successors and assigns shall not initiate, maintain, commit, or permit the maintenance or commission on the Site or in the improvements, or any portion thereof, of any nuisance, public or private, as now or hereafter defined by any statutory or decisional law applicable to the Site or the improvements, or any portion thereof.
- 7.2 Notwithstanding anything to the contrary or that appears to be to the contrary in this Agreement, Developer hereby covenants, on behalf of itself, and its successors and assigns, which covenants shall run with the land and bind every successor and assign in interest of Developer, that, Developer and such successors and assigns shall use the Property solely for the purpose of constructing, maintaining and selling the Project to an income eligible household meeting the requirements and restrictions of this Agreement and the Regulatory Agreement
- 7.3 Affordable Housing.
- 7.3.1 Construction of Affordable Housing Unit. The Developer covenants and agrees to construct three single-family unit to be sold to an income eligible household subject to the Declaration of Restrictions attached hereto as Exhibit "G".
- 7.3.2 Obligation to Refrain from Discrimination. There shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the rental, sale, lease, sublease, transfer, use, occupancy or enjoyment of the Site, or any portion thereof, nor shall Developer, or any person claiming under or through Developer, establish or permit any such practice, or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site or any portion thereof (except as permitted by this Agreement). The nondiscrimination and non-segregation covenants herein shall remain in effect in perpetuity.
- 7.3.3 Maintenance of Improvements. Developer covenants and agrees for itself, its successors and assigns, and every successor in interest to the Site or any part thereof, that, after the City's issuance of its Certificate of Completion the Developer shall be responsible for the maintenance of all improvements that may exist on the Site(except for maintenance of improvements within the public right of way which fall under the purview of the City) from time to time, including without limitation buildings, parking lots, lighting, signs, and walls, in good condition and repair, and shall keep the Site free from any accumulation of debris or waste materials. The Developer shall also maintain all landscaping required pursuant to Developer's approved landscaping plan in a healthy condition, including replacement of any dead or deceased plants. The foregoing maintenance obligations shall run with the land in accordance with and for the term of the Regulatory

Agreement. Developer's further obligations to maintain the Site, and the City's remedies in the event of Developer's default in performing such obligations, are set forth in the Regulatory Agreement. Developer hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City that would otherwise apply, except as specified in the Regulatory Agreement. Upon the sale of the Project, Developer (but not Developer's successor) shall be released from the requirements imposed by this Section, and the financial liability therefor

- 7.3.4 Effect of Covenants. The City is deemed the beneficiary of the terms and provisions of this Agreement and of the restrictions and covenants running with the land appearing in the Regulatory Agreement, for and in its own right for the purposes of protecting the interests of the community in whose favor and for whose benefit the covenants running with the land have been provided. The covenants in favor of the City shall run without regard to whether the City has been remains or is an owner of any land or interest in the Site, and shall be effective as both covenants and equitable servitudes against the Site. the City shall have the right, if any of the covenants set forth in this Agreement which are provided for its benefit are breached, to exercise all rights and remedies available and to maintain any actions or suits at law or in equity or other and proper proceedings to enforce the curing of such breaches to which it may be entitled. No other person or entity shall have any right to enforce the terms of this Agreement under a theory of third-party beneficiary or otherwise. The covenants running with the land and their duration are set forth in the Regulatory Agreement.

8 REPRESENTATIONS AND WARRANTIES.

8.1 Developer Representations and Warranties.

- 8.1.1 Representations and Warranties of Developer. Developer represents and warrants that:
- A. Developer is a California nonprofit corporation duly formed and existing under the laws of the State of California, in good standing, and authorized to do business in the State of California, County of Hanford, and the City of Hanford.
 - B. Developer has all requisite power and authority to carry out its business as now and hereafter conducted and to enter and perform its obligations under this Agreement.
 - C. The person or persons signing this Agreement for Developer have been duly authorized to execute and deliver this Agreement and to legally bind Developer to its terms and conditions.
 - D. Developer's execution and performance of this Agreement does not violate any provision of any other agreement to which Developer is a party.
 - E. Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Developer are necessary to Developer's execution of this Agreement.

- F. Developer has or will have sufficient funds available to fund the Project and to pay all costs assumed by Developer hereunder.
- G. This Agreement is valid, binding, and enforceable against Developer in accordance with its terms, except as such enforceability may be limited by principals of public policy and subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors, and rules of law governing specific performance, injunctive relief or other equitable remedies.
- H. Developer has made no contract or arrangement of any kind the performance of which by the other party thereto would give rise to a lien on the Property.

8.1.2 Survival of Representations and Warranties. The parties are relying upon the above representations and warranties in entering this Agreement. The foregoing representations are and shall be continuing in nature and shall remain in full force and effect until all obligations under this Agreement are met or this Agreements terminated in a manner provided herein.

9 DEFAULT, REMEDIES AND TERMINATION.

- 9.1 Default. Failure or delay by either party to perform any term of this Agreement shall be a default under this Agreement if not cured within the time set forth herein. Any failure or delay by a party in asserting any right or remedy will not constitute a waiver, and will not deprive the party of its right to institute and maintain any action or proceeding necessary to protect or enforce any right or remedy.
- 9.2 Legal Actions. A party may institute a legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such legal action shall be brought in the Hanford County Courts, or the Hanford Division of the Federal District Court for the Eastern District of California.
- 9.3 Rights and Remedies are Cumulative. Except as may be expressly stated otherwise in this Agreement, the rights and remedies of the parties are cumulative. The exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or a different time, of any other rights or remedies for the same default or any other default. In addition to the specific rights and remedies herein, the parties may resort to any other rights or remedies available at law or in equity, including, without limitation, specific performance.
- 9.4 Notice and Cure Periods. If either party fails to perform under any provision of this Agreement including documents incorporated herein, the non-defaulting party shall serve written notice of the default on the defaulting party, describing the default, and the actions necessary to cure the default. A defaulting party will have 30 days from the date of the notice to cure the breach or failure unless a different time period is provided in this Agreement in which case the latter shall apply. If the default is not susceptible to cure within the 30 days, the defaulting party shall begin to cure the default within the 30 days and after that diligently prosecute the cure to completion. Failure of the defaulting party to cure within these times shall entitle the non-defaulting party to enforce any right or remedy provided in this Agreement, at law, or in equity. This provision is not intended to modify or extend any other notice or cure period specifically provided for in this Agreement. Failure

or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

9.5 Right of Re-entry (Power of Termination) and Reverter. The City may reenter and take possession of the Property, or part of it, and all improvements on it, terminate the estate conveyed to Developer by the Grant Deed and revest the estate in the City if, after the Closing, but before recording a Certificate of Completion, any of the following occurs:

9.5.1. Developer does not begin and complete construction of the Project within the time specified in the Performance Schedule or this Agreement unless otherwise extended by the terms herein; or

9.5.2. Developer abandons or substantially suspends construction of the Project for 30 days after the City gives written notice of the abandonment or suspension; or

9.5.3. Developer assigns or transfers, or suffers an involuntary transfer of, any rights or obligations under this Agreement, or in the Property, in violation of the assignment provision of this Agreement.

9.6 Effect on Security Holders. the City's right to reenter, repossess, terminate and revest shall be secured by the provisions of the Deed of Trust attached hereto as Exhibit J. Such right to reenter, repossess, terminate and revest shall be subject to, limited by, and shall not defeat, render invalid, or limit: (i) any Security Financing Interest permitted by this Agreement; or (ii) any provision of this Agreement protecting the holder's Security Financing Interest.

The provisions of Sections 9.5 and 9.6 shall automatically terminate on the recordation of a Certificate of Completion for the Project (or applicable phase).

10 GENERAL PROVISIONS.

10.1 Notice, Demands and Communication. All notices, elections, requests, acceptances, demands, instructions or other communications ("notice" or "notices") to be given to any party under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if personally served on the party to whom notice is to be given; (ii) within forty-eight (48) hours after mailing, if mailed to the party to whom notice is to be given, by first class mail which is either registered or certified, postage prepaid, return receipt requested; (iii) within twenty-four (24) hours after being deposited with a recognized private courier service (e.g. Federal Express), if delivered by a private courier service to the party to whom notice is to be given, all charges prepaid; or (iv) when sent, if given by electronic format that provides verification of successful transmission. All notices shall be properly addressed to the party receiving notice as follows:

City of Hanford:
Hanford Housing Division
Attention: Sandra Lerma – Housing Analyst
317 N. Douty Street
Hanford, CA 93230

WITH COPIES TO:

City Manager
319 N. Douty Street
Hanford CA 93230

City Attorney
111 E. 7th Street
Hanford CA 93230

DEVELOPER:
Self Help Enterprises
Attention: Director of Real Estate Development
P.O. Box 6520
Visalia, CA 93290

A party may change its address by notice given according to this subsection.

10.2 Conflict of Interests. No member, official, officer or employee of the Developer or the City shall have any direct or indirect interest in this Agreement, or shall participate in any decision relating to this Agreement where such interest or participation is prohibited by law. No officer, employee, or agent of the City who exercises any function or responsibility concerning the planning and carrying out of the Project, or any other person who exercises any function or responsibility concerning any aspect of this Agreement or the Project, shall have any personal financial interest, direct or indirect, in this Agreement or the Project.

10.2.1.1 Developer represents and warrants that it has not paid or given, and will not pay or give, to any third party any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers and attorneys.

10.2.1.2 No contractor, subcontractor, mechanic, material man, laborer, vendor or other person hired or retained by Developer shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, rather each such person shall be deemed to have agreed (a) that they shall look to Developer as their sole source of recovery if not paid; and (b) except as otherwise agreed to by the City and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and any such person, each such person shall be deemed to have waived in writing all right to seek redress from the City under any circumstances whatsoever.

10.3 Nonliability of Officials, Employees and Agents. No member, official, officer, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, for any default or breach by the City.

10.4 Counterparts. This Agreement may be executed in counterparts, and together each executed counterpart shall constitute one Agreement.

10.5 Waiver. A party's waiver of the other's breach of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the

same or a different provision of this Agreement. No provision of this Agreement may be waived except in a writing signed by all the parties. Waiver of any one provision shall not be deemed to be a waiver of any other provision herein.

- 10.6 Attorneys' Fees. If a party initiates or defends litigation or any legal proceeding regarding the enforcement of this Agreement, the prevailing party in such litigation or proceeding, in addition to any other relief that may be granted, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal. A party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating the action, retaining expert witnesses, taking depositions and discovery, and all other necessary costs incurred with respect to the action. All such fees shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not such action is prosecuted to judgment.
- 10.7 Governing Law. This Agreement shall be interpreted and enforced, and the rights and duties of the parties under this Agreement (both procedural and substantive) shall be determined according to California law.
- 10.8 Further Assurances. Each party will take any further acts and will sign and deliver any further instruments required to carry out the intent and purposes of this Agreement.
- 10.9 Entire Understanding of the Parties. The exhibits referenced as attached are by such references incorporated into this Agreement. This Agreement, including exhibits, is the entire understanding and agreement of the parties. All prior discussions, understandings, and written agreements are superseded by this Agreement. This Agreement shall not be modified except by written instrument duly approved as required by law and executed by authorized representatives of the parties. Should the terms of any exhibit conflict with the body of this Agreement, the body of this Agreement shall govern.
- 10.10 Consent, Reasonableness. Unless this Agreement specifically authorizes a party to withhold its approval, consent or satisfaction in its sole discretion, any consent, or approval, or satisfaction to be requested or required of a party, shall not be unreasonably withheld, conditioned or delayed.
- 10.11 Recordation. The parties hereto agree to record a memorandum of this Agreement, fully executed, in the real property records of the county in which the Property is located, in the form as shown on Exhibit ___ hereto.
- 10.12 Partial Invalidity. If any part of this Agreement is held to be invalid, void or unenforceable in any legal, equitable or arbitration proceeding, the remainder of the Agreement shall continue in effect, unless not giving effect to the invalid or unenforceable part would prevent effecting the purposes of the Project and this Agreement.
- 10.13 Ambiguity. This Agreement is the result of the combined efforts of the parties. Should any provision of this Agreement be found ambiguous, the ambiguity shall not be resolved by construing this Agreement in favor of or against any party, but by construing the terms according to their generally accepted meaning, considering the objective of the Agreement.
- 10.14 Number and Gender. Masculine, feminine or neuter gender terms and singular or plural numbers will include others when the context so indicates.

- 10.15 Headings. All headings are for convenience only, are not a part of this Agreement, and are not to be used in construing this Agreement.
- 10.16 Binding Upon Successors. This Agreement shall bind and inure to the benefit of the successors in interest, personal representatives, and assigns of each party, subject to the limitation on transfer and assignment contained in this Agreement. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor, representative, or assign of the party who has acquired an interest in compliance with the terms of this Agreement, or under law.
- 10.17 Relationship of the Parties. Nothing in this Agreement, the Grant Deed, or any other document executed in connection with this Agreement shall be construed as creating a partnership, joint venture, agency, employment relationship, or similar relationship between the City and the Developer or any of the Developer's contractors, subcontractors, employees, agents, representatives, transferees, successors-in-interest or assigns. Nothing in this Agreement establishes a principal and agent relationship between the parties.
- 10.18 Nature of the Project. The Project is a private undertaking of the Developer. After the City conveys title or possession of the property to Developer, the Developer shall have exclusive control over the Property, subject to the terms of this Agreement and all applicable Federal, State and local laws, ordinances, codes, regulations, standards and policies.
- 10.19 Time of Essence. Time is of the essence of each term, condition, and covenant contained in this Agreement.
- 10.20 Survival of Provisions. Those provisions expressly surviving expiration or earlier termination, including each indemnification provision, shall survive the Closing and expiration or earlier termination of this Agreement, and shall not merge with the Grant Deed or other document evidencing any interest in real property.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the City and Developer have executed this Agreement on the dates set forth below.

DEVELOPER:
SELF HELP ENTERPRISES
 A California Non-Profit Corporation

CITY:
CITY OF HANFORD ,
 A Municipal Corporation, in its capacity as
 Housing Successor to the Redevelopment
 Agency of the City of Hanford

By _____
 Thomas J. Collishaw, President/CEO

By _____
 Mario Cifuentez II, Executive Director

Dated: Dated:

By _____
 Kathryn L. Long-Pence, Secretary

Dated:

The above persons to execute this agreement before a Notary Public and attach the notary acknowledgments.

ATTEST:

City Attorney

City Clerk

By _____

By _____

APPROVED AS TO FORM:

Attachments:	Exhibit A	Legal Description
	Exhibit B	Scope of Development and Basic Design
	Exhibit C	Performance Schedule
	Exhibit D	Sources & Uses
	Exhibit E	Certificate of Completion
	Exhibit F	Affordability Restrictions
	Exhibit G	Memorandum of Development Covenant

EXHIBIT A**LEGAL DESCRIPTION**

The land referred to is situated in the County of Kings, City of Hanford, State of California, and is described as follows:

Parcel A and Lot 36 of Parkside Estates No. 2, County Tract No. 185-2, in the County of Kings, State of California, according to the Map thereof recorded in Book 6 at Page 39 of Licensed Surveyor Plats, subject to Mineral Reservations of Record.

APN: 011-100-065
011-100-066

DRAFT

EXHIBIT B

Scope of Development And Basic Design

Self-Help Enterprises proposes to construct three new approximately 1,500 square foot single family homes consisting of four bedrooms, two bathrooms and a two-car garage (the "Project") to be marketed and sold to households earning not greater than 80% of the most recent annual median income ("AMI") calculated and published by HUD for the Hanford Metropolitan Statistical Area applicable to such household's size.

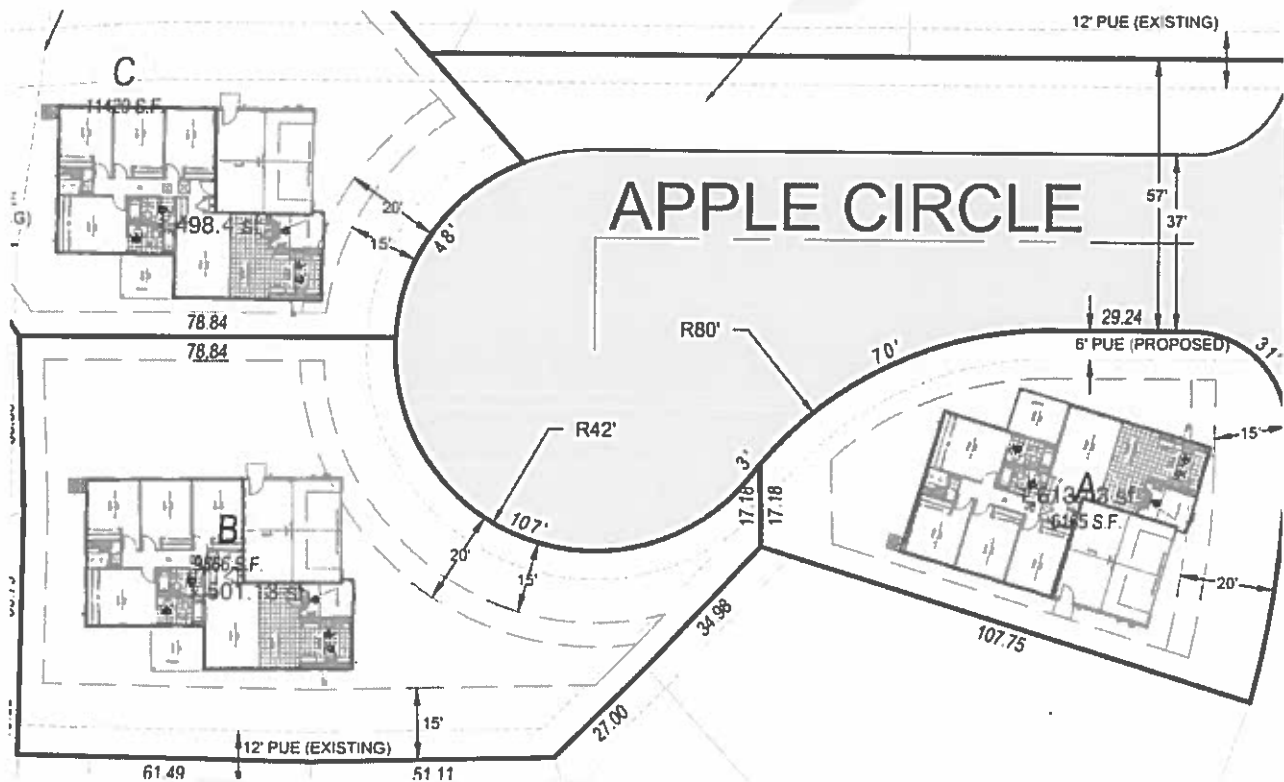


EXHIBIT C

Estimated Performance Schedule

Parkside Infill Housing Project			
Tas k	Start Date	Completion Date	Duration [days]
Develop Contract with the City of Hanford			
Site Engineering/Infrastructure Design			
Develop Elevations/Site Plans for City Review			
Final Construction Documents/Plan Check			
Open Pre-Sales			
Execute Construction Contract; Obtain Bonds			
Commence Construction			
Final Sale			

EXHIBIT D
[Sources & Uses]

Hanford Parkside Infill Project
Estimated Sources and Uses Of Funds

	Budget
	With
SOURCE(S)	Concessions
Conventional Loan	\$ 160,000
Secondary Financing	\$ 65,000
Total	\$225,000

USES (S)	AMOUNT
Land	\$ 10,000
Site/Off-Site Improvements (Street, etc)	\$ 35,000
Title, Escrow and Resell	\$ 10,000
House Plans/Architecture	\$ -
Construction Costs	\$ 114,756
Permits	\$ 15,000
Utilities	\$ 6,484
Contractor OH&P	\$ 12,000
Contingency	\$ 11,260
Construction Management	\$ 10,000
Insurance During Construction	\$ 500
Total	\$225,000

EXHIBIT E

Certificate of Completion

RECORDED AT THE REQUEST OF:

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

WHEN RECORDED RETURN TO:

City of Hanford in its capacity as
Housing Successor to the
Redevelopment Agency of the
City of Hanford
317 N. Douty Street
Hanford, CA 93230
Attn:

No Fee-Govt. Code Sections 6103-
27383

APNs:[011-100-065-000 and
011-100-0066-000]

(SPACE ABOVE THIS LINE FOR RECORDER'S
USE)

This **Release of Construction Covenants and Certificate of Completion** is recorded at the request and for the benefit of the City of Hanford in its capacity as Housing Successor to the Redevelopment Agency of the City of Hanford.

- A. As agreed in a Development Covenant including covenants, conditions and restrictions, ("COVENANT") dated [], 20_20_ entered by the CITY OF HANFORD, a municipal corporation, in its capacity as Housing Successor to the Redevelopment Agency of the City of Hanford ("City"), and SELF HELP ENTERPRISES ("DEVELOPER"), The City conveyed certain real property to DEVELOPER under a Grant Deed, dated [], recorded in the Official Records of Hanford County on [] as Document No. [] (the "DEED"), and the DEVELOPER agreed to complete/cause the completion of the of construction of certain improvements described therein (the "Project") upon the premises described therein as the "Property" according to the terms and conditions of the COVENANT and the documents and instruments referenced therein, incorporated herein.

The Covenantor a memorandum of it was recorded [] 20_ as Instrument No. [] in the Official Records of Kings County, California.

Attachment: Resolution No. 2020-13 (TPM 2019-01 Self-Help)

Under the terms of the Covenant, after DEVELOPER completes/causes completion of construction of the Project on the Property, DEVELOPER may ask the City to record an instrument certifying that DEVELOPER has completed the required improvements for such development in the form of a Release of Construction Covenants and Certificate of Completion.

DEVELOPER has asked the City to furnish DEVELOPER with a recordable Release of Construction Covenants and Certificate of Completion for the development.

The City's issuance of this Release of Construction Covenants and Certificate of Completion is conclusive evidence that DEVELOPER has completed the construction and development of the Property to terminate and release DEVELOPER from the construction/improvement covenants in the Covenant pertaining to such Phase.

NOW THEREFORE:

1. As provided in Section 3.5 of the Covenant, THE CITY does hereby certify that construction of all of the improvements required by the DDA on the Property described in Attachment A, attached hereto and incorporated herein by this reference, has been satisfactorily completed.
2. This Release of Construction Covenants and Certificate of Completion shall not be deemed or construed to constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the construction of the improvements on the Property. This Release of Construction Covenants and Certificate of Completion, is not a notice of completion as referred to in Section 3093 of the California Civil Code.

IN WITNESS WHEREOF, THE CITY has executed this Release of Construction Covenants and Certificate of Completion as of this ____ day of [_____, 20__.]

CITY OF HANFORD,
A municipal corporation,
in its capacity as Housing Successor to the
Redevelopment Agency of the City of Hanford

By: _____
Its: _____

Owner hereby consents to recording this Certificate of Completion against the Property described herein.

Dated: _____, 201__

Self Help Enterprises

By: _____
Name: Thomas J. Collishaw
Title: President/CEO

THE ABOVE PARTIES ARE TO SIGN THIS INSTRUMENT BEFORE A NOTARY PUBLIC.

ATTEST:
CITY CLERK

APPROVED AS TO FORM:
CITY ATTORNEY

By: _____

By: _____

Dated: _____

Dated: _____

DRAFT

EXHIBIT F

Affordability Restrictions

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF HANFORD IN ITS CAPACITY
AS HOUSING SUCCESSOR TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF HANFORD
319 N. Douty
Hanford, CA 93721
Attn: Executive Director

(Space Above This Line for Recorder's Office)

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS, ("Declaration"), is executed as of this _____ by _____, ("Declarant") in favor of the City of Hanford, a public body corporate and politic, in its capacity as Housing Successor to the Redevelopment Agency of the City of Hanford ("Agency").

WHEREAS, Declarant is the owner of real estate in the County of Hanford, State of California located at: _____, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant agrees to take title to the Property constructed and rehabilitated by the Agency utilizing Agency's Low Income Housing Funds (the "Funds"); and,

WHEREAS, the Agency has developed a program to increase, improve and preserve the supply of home ownership opportunities to individuals and families with low and moderate incomes; and,

WHEREAS, the California Community Redevelopment Law set forth at California Health and Safety Code Section 33000 et seq. imposes certain affordability requirements upon property benefitted by the Funds, which affordability restrictions are to be enforceable for a minimum 45 year period; and

WHEREAS, these restrictions are intended to bind all purchasers and their successors.

NOW THEREFORE, in consideration of the economic benefits inuring to the Declarant and the public purposes to be achieved under the affordable housing program, Declarant declares that the Property is held and will be held, transferred, encumbered, used, sold, conveyed and occupied subject to the covenants, restrictions, and limitations set forth in this Declaration, all of which are declared and agreed to be in furtherance of the plan for the rehabilitation and/or sale of the Property. All of the restrictions, covenants and limitations will run with the land and will be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, will inure to the benefit of the Agency and will be enforceable by the Agency. Any purchaser under a contract of sale covering any right, title or interest in any part of the Property, by

accepting a deed or a contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, any and all restrictions, covenant, and limitations set forth in this Declaration for the period of 45 years constituting the Affordability Period.

1. Declarations. Declarant hereby declares that the Property is and shall be subject to the covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of affordable housing purposes and use, and are established and agreed upon for the purpose of enhancing and protecting the value of the Property and in consideration for the economic benefits inuring to Declarant.

2. Restrictions. The following covenants and restrictions on the use and enjoyment of the Property shall be in addition to any other covenants and restrictions affecting the Property, and all such covenants and restrictions are for the benefit and protection of Agency, and shall run with the Property and be binding on any future owners of the Property and inure to the benefit of and be enforceable by the Agency. These covenants and restrictions are as follows:

a. Declarant covenants and agrees that from the completion date of construction until the expiration of the Affordability Period it shall cause the Property to be used for Affordable Housing. Unless otherwise provided in the Agreement, the term Affordable Housing shall include without limitation compliance with the following requirements:

b. Nondiscrimination. There shall be no discrimination against nor segregation of any person of group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, or handicap in the sale, transfer, use, occupancy, tenure, or enjoyment of any of the Property, nor shall Declarant or any person claiming under the Declarant, establish or permit any practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of owners or vendees of the Property.

c. Principal Residence. The Property shall be sold or otherwise transferred only to natural persons, who shall occupy the Property as the transferee's principal residence. The foregoing requirement that the purchaser of each home constituting the Property occupy the home as the purchaser's principal residence does not apply to: (i) Declarant; (ii) persons, other than natural persons, who acquire the Property or portion thereof by foreclosure or deed in lieu of foreclosure; or (iii) qualified entities that acquire the Property or portion thereof, with the consent of the Agency.

d. Homeowner Income Requirements. The Property may be conveyed only to (a) natural person(s) whose annual household income at the time is not greater than 80% of the most recent annual median income calculated and published by HUD for the Hanford Metropolitan Statistical Area applicable to such household's size, and at an affordable price which allows monthly housing payments (principal, interest, taxes and insurance) of not more than 30% of the household's gross income. Item "a" above is hereinafter referred to as the Covenant and Restrictions.

3. Agency's Right to Purchase. If the Declarant (a) despite its good faith and best efforts to market to moderate income Households, including but not limited to working with a California licensed realtor to market and sell the home, cannot locate an Eligible Household to purchase the Unit within ninety (90) days after Declarant notifies the Agency in writing that he or she commences to market the Property; (b) transfers or attempts to transfer the Unit in violation of this Agreement; or (c) vacates, abandons or otherwise does not occupy the Property as its principal place of residence, the Agency, or its designee shall have the right but not the obligation, to purchase the Property at a price reflecting the Affordable Housing Cost using the maximum housing cost for a family of moderate income and the applicable Unit size as defined in the regulations governing Health and Safety Code Section 50052.5 (currently Title 25, California

Code of Regulations, Section 6932), or any successor thereto. This right to purchase shall be exercised by the Agency by delivery of written notice to Declarant within sixty (60) days of notice from Declarant that one of the events described in (a) through (c) has occurred. If Agency exercises its right to purchase the Property, then close of escrow shall occur no later than ninety (90) days following the opening of escrow.

4. Enforcement of Restriction. Without waiver or limitation, the Agency and/or the Authority shall be entitled to injunctive or other equitable relief against any violation or attempted violation of any Covenant and Restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof.

5. Exceptions. The following transfers of title to the Property or any interest therein are not subject to these affordability restrictions: transfer by gift, devise or inheritance to the spouse, issue or adopted child of the Declarant of the Property; transfer resulting from the death of an Declarant when the transfer is to a co-Declarant or joint tenant; transfer by an Declarant to any person who becomes a co-Declarant of the Property provided the Declarant retains at least a thirty-three percent (33%) interest in the Property and the co-Declarant agrees to become a co-Declarant under the Affordable Housing Covenant; transfer of title to a spouse resulting from divorce, decree of dissolution or legal separation or from a property settlement agreement incidental to such a decree in which one of the Declarants becomes the sole Declarant; or acquisition of title to the Property or interest therein in conjunction with marriage; a transfer between co-Declarants or a transfer by Declarant into an inter vivos trust in which the Declarant is a beneficiary and the Declarant continues to occupy the Property

6. Acceptance and Ratification. All present and future owners of the Property and other persons claiming by, through, or under them shall be subject to and shall comply with Covenant and Restrictions. The acceptance of a deed of conveyance to the Property shall constitute an agreement that the Covenant and Restriction, as may be amended or supplemented from time to time, is accepted and ratified by such future owners, tenant or occupant, and such Covenant and Restriction shall be covenant running with the land and shall bind any person having at any time any interest or estate in the Property, all as though such Covenant and Restriction was recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Notwithstanding the foregoing, upon foreclosure by a lender or other transfer in lieu of foreclosure, or assignment of a FHA-insure mortgage to HUD, the Affordability Period shall be terminated if the foreclosure or other transfer in lieu of foreclosure or assignment recognizes any contractual or legal rights of public agencies, nonprofit sponsors, or others to take actions that would avoid the termination of low-income affordability. However, the requirements with respect to Affordable Housing shall be revived according to their original terms, if during the original Affordability Period, the owner of record before the foreclosure or other transfer, or any entity that includes the former owner or those with whom the former owner has or had formerly, family or business ties, obtains an ownership interest in the Property.

7. Benefit. This Declaration shall run with and bind the Property for a term commencing on the date this Declaration is recorded in the Office of the Recorder of the County of Hanford, State of California, and expiring upon the expiration of the Affordability Period. The failure or delay at any time of Agency or any other person entitled to enforce this Declaration shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

8. Costs and Attorney's Fees. In any proceeding arising because of failure of Declarant or any future owner of the Property to comply with the Covenant and Restrictions required by this Declaration, as may be amended from time to time, Agency shall be entitled to recover its costs and reasonable attorney's fees incurred in connection with such default or failure.
9. Waiver. Neither Declarant nor any future owner of Property may exempt itself from liability for failure to comply with the Covenant and Restrictions required in the Declaration.
10. Severability. The invalidity of the Covenant and Restrictions or any other covenant, restriction, condition, limitation, or other provision of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration and each shall be enforceable to the greatest extent permitted by law.
11. Pronouns. Any reference to the masculine, feminine, or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.
12. Interpretation. The captions and titles of the various articles, sections, subsections, paragraphs, and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.
13. Amendment. No amendment or modification of this Declaration shall be permitted without the prior written consent of Agency.
14. Recordation. Declarant acknowledges that this Declaration will be filed of record in the Office of the Recorder of the County of Hanford, State of California.
15. Capitalized Terms. All capitalized terms used in this Declaration, unless otherwise defined herein, shall have the meanings assigned to such terms in that certain Agreement by and between Declarant and Agency, of even date.
16. Heading. The headings of the articles, sections, and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.
17. Notices. Notices required to be sent to the Agency shall be sent by certified mail, return receipt requested, to the following address:

Agency:

317 N. Douty Street
Hanford, CA 93230
Attn: Executive Director
(559) 585-2516

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions on the date first written above.

DECLARANT

Name:

Date:

(attach notary acknowledgment)

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
) ss.
 COUNTY OF HANFORD)

On _____, 20____, before me, _____,
 Notary Public, personally appeared _____,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same
 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
 the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(SEAL)

EXHIBIT G

MEMORANDUM OF DEVELOPMENT COVENANT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Hanford in its capacity as Housing
Successor to the Redevelopment Agency
of the City of Hanford
317 N. Douty Street
Hanford, CA 93230
Attention: Executive Director

(space ABOVE LINE
reserved for RECORDER's USE ONLY)
MEMORANDUM OF DEVELOPMENT COVENANT

This Memorandum of Agreement ("**Memorandum**") is made as of month __, year , by and between City of Hanford, a municipal corporation, ("**City**"), and Self-Help Enterprises, a California non-profit corporation ("**Developer**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. THE CITY and Developer have entered into that certain Development Covenant dated as of even date herewith (the "**Covenant**"), pursuant to which, *inter alia*, Developer has agreed to complete certain development obligations, as more particularly described in the Covenant.
2. The sole purpose of this Memorandum is to give notice of the Covenant in the public records. This Memorandum does not provide a complete summary of the Covenant and in no way modifies the provisions of the Covenant, all of which provisions are specifically made a part hereof as fully and completely as if set out in full herein.
3. This Memorandum shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective legal representatives, successors and assigns.
4. This Memorandum shall be recorded in the real property records of the City of Hanford, California.
5. This Memorandum may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
6. This Memorandum shall terminate upon Completion of Construction in accordance with the provisions of Section 3.4 of the Covenant and the Sale of the Completed Project to a

Household Earning Not Greater than 80% AMI in accordance with the provisions of Section 4.1 of the Covenant.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the day and year first above written.

CITY:

CITY OF HANFORD, a municipal corporation,
IN ITS CAPACITY AS HOUSING
DEPARTMENT OF THE CITY OF HANFORD

DEVELOPER:

SELF HELP ENTERPRISES, a California non-
profit corporation

By: _____

Name: Mario Cifuentes

Its: Executive Director

By: _____

Thomas J. Collishaw, President/CEO

Dated: _____

By: _____

Susan Long, Secretary

Dated: _____

STATE OF CALIFORNIA)
) ss
 COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

 Notary Public

(Seal)

SEPTEMBER 2020

PARKSIDE DRIVE

TENTATIVE PARCEL MAP

BEING PARCELS 65 AND 66 RECORDED IN BOOK 011 OF PARCEL MAPS AT PAGE 100 OF KINGS COUNTY RECORDS. LOCATED IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE & MERIDIAN.

PARCEL AND EASEMENT BOUNDARIES BASED ON COUNTY APN DATA. BOUNDARIES ARE TO BE FINALIZED FOLLOWING COMPLETION OF TOPOGRAPHIC SURVEY.

APN	011-100-065, 011-100-066
ACREAGE:	0.88 AC
FLOOD ZONE:	ZONE X
ZONING (EXISTING):	R-L-5
ZONING (PROPOSED):	R-L-5
ELECTRICITY:	SOUTHERN CALIFORNIA EDISON
WATER:	CITY OF HANFORD
TELEPHONE:	AT&T
REFUSE:	CITY OF HANFORD
NATURAL GAS:	SOUTHERN CALIFORNIA GAS
EXISTING USE:	VACANT
PROPOSED USE:	SINGLE FAMILY RESIDENTIAL

R-L-5:	0.76 AC
	TOTAL UNITS: 3 UNITS
	TOTAL GROSS DENSITY: 3.95 DU/AC

*WET UTILITY PLANS:	
WATER:	CONNECT TO PARKSIDE DRIVE EXISTING LINE
SEWER:	CONNECT TO PARKSIDE DRIVE EXISTING LINE
STORM:	CONNECT TO PARKSIDE DRIVE EXISTING LINE

DESIGN STANDARDS

REQUIRED SETBACKS	
FRONT	15' (20' TO GARAGE)
SIDE	5' (10' STREET SIDE)
BACK	15'

MINIMUM LOT SIZE:	6,165 SF
-------------------	----------

CONCESSIONS

- CONCESSIONS ARE REQUESTED FOR THE FOLLOWING:
- SIDEWALKS/LANDSCAPE STRIP/DECREASED ROW WIDTH
 - REDUCED LOT DEPTH TO 17.18 FEET
 - UP TO 20% DEVIATION FROM CITY STANDARD SETBACKS



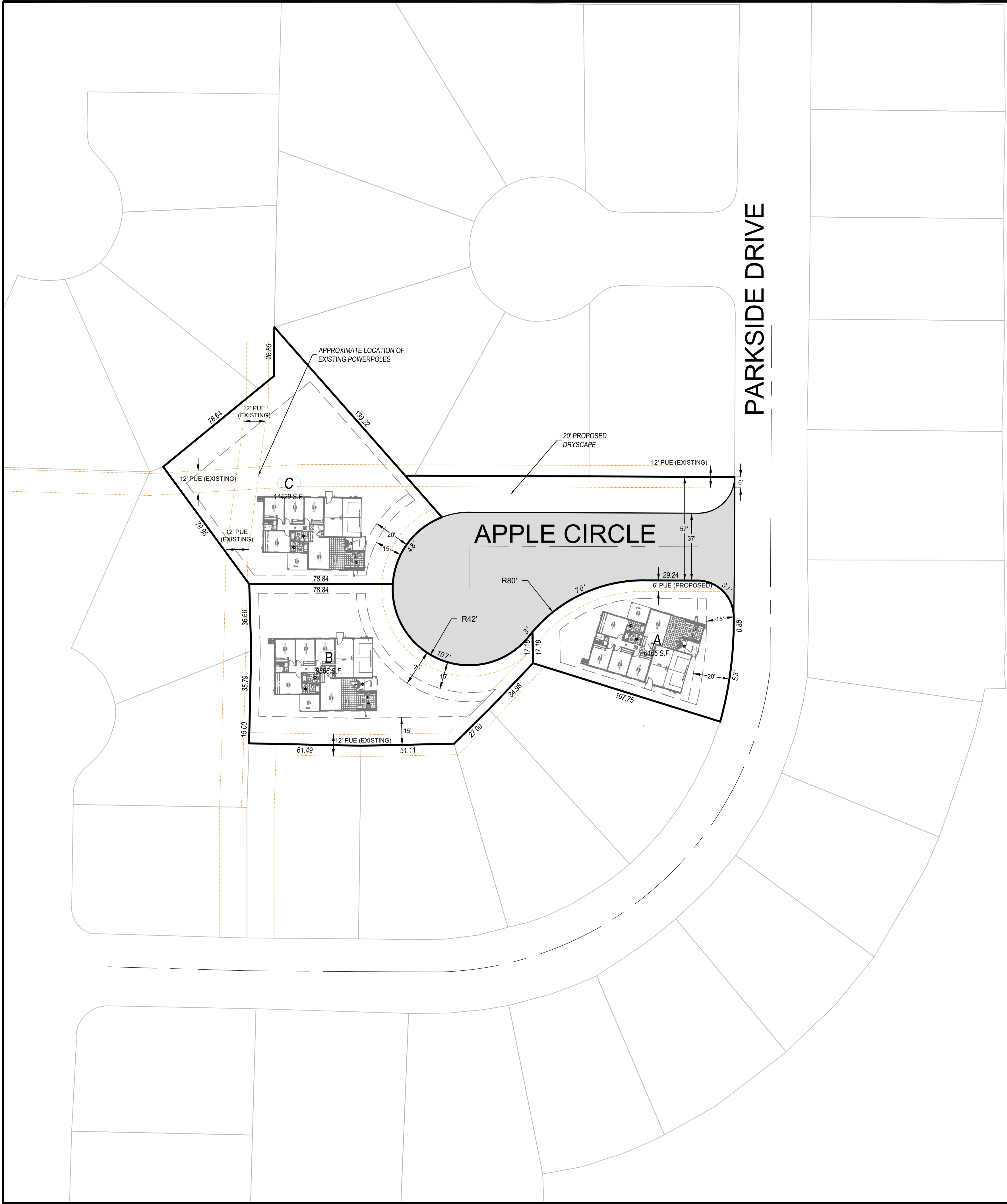
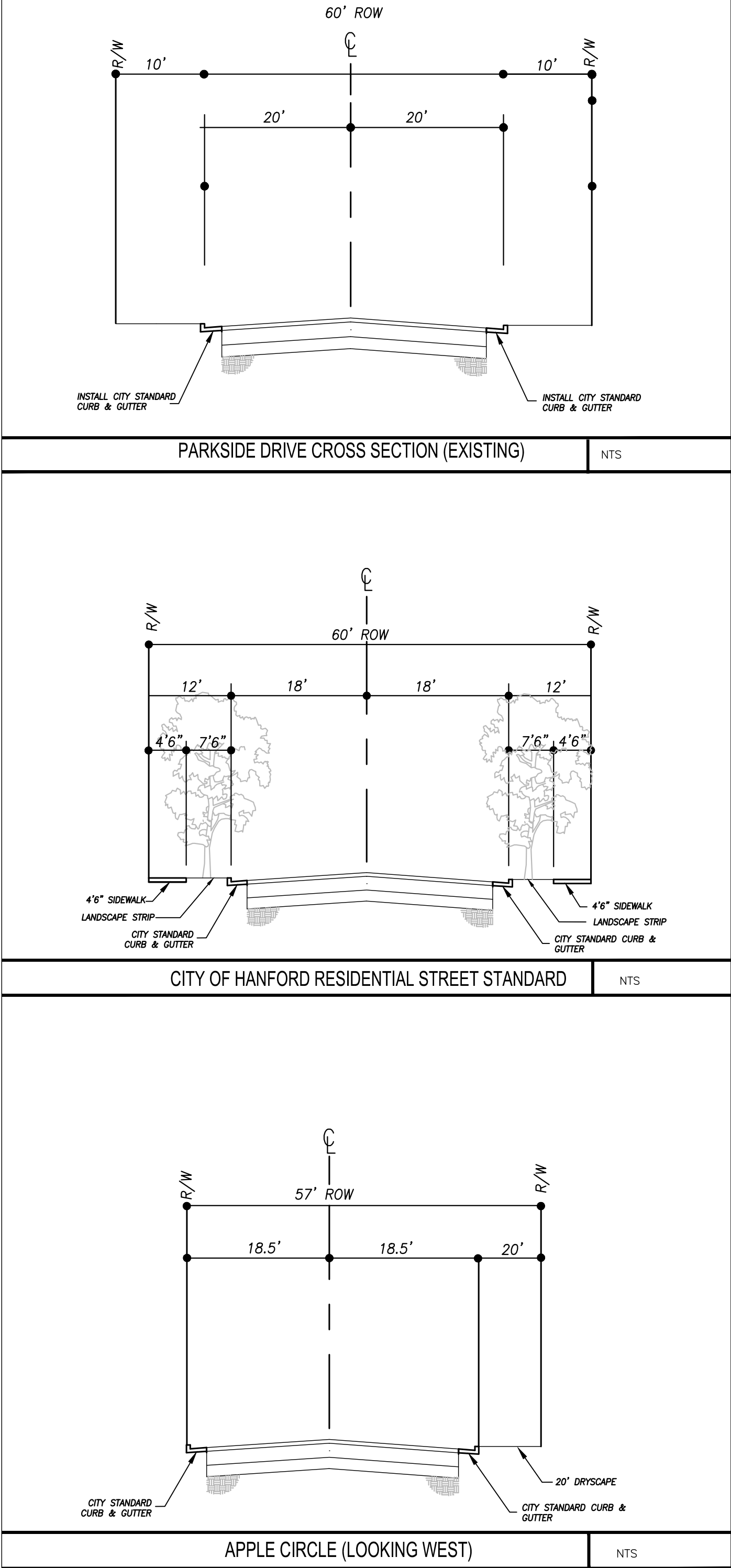
VICINITY MAP

SCALE: 1"=100'

PREPARED FOR:
SELF HELP ENTERPRISES
8445 W Elwin Ct.
Visalia, CA 93291

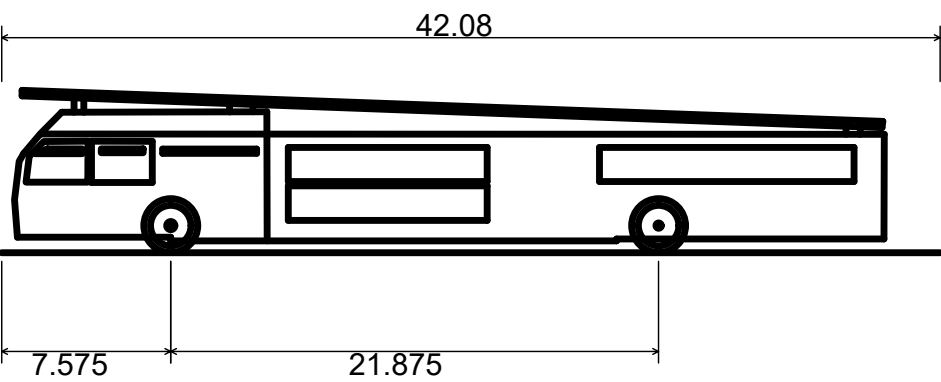


324 S. SANTE FE, STA. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215



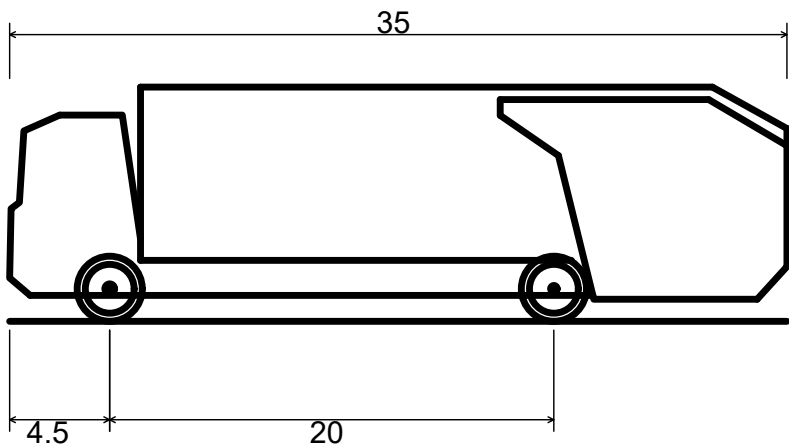
SWEPT PATH ANALYSIS FOR CITY OF HANFORD FIRE TRUCK (42')

PARKSIDE DRIVE
SWEPT PATH ANALYSIS



42' Fire Truck	
Overall Length	42.080ft
Overall Width	10.410ft
Overall Body Height	7.280ft
Min Body Ground Clearance	0.530ft
Track Width	6.910ft
Lock-to-lock time	5.00s
Wall to Wall Turning Radius	42.000ft

SWEPT PATH ANALYSIS FOR REAR-LOAD GARBAGE TRUCK (35')



Rear-Load Garbage Truck	
Overall Length	35.000ft
Overall Width	8.375ft
Overall Body Height	10.546ft
Min Body Ground Clearance	1.000ft
Track Width	8.375ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	29.300ft

PREPARED FOR:
SELF HELP ENTERPRISES
8445 W Elowin Ct
Visalia, CA 93291

PREPARED BY:

324 S. SANTE FE, STA. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215



A Nonprofit Housing and Community Development Organization

October 16, 2020

Gabrielle de Silva Myers
Senior Planner
City of Hanford
317 N. Douty Street
Hanford, CA 93230

**RE: Hanford Parcel Map Application Request for Development Concessions under Density Bonus Law --
Project Financial Report**

Dear Gabrielle,

Self-Help Enterprises (SHE), in conjunction with its Parcel Map application for a 3-lot single-family infill development in Hanford, requested development concessions pursuant to California Government Code Section 65915-65918. We understand the City of Hanford requires a "Project Financial Report" to justify the development concessions. While we feel this is somewhat of an over-step in application of State Density Bonus Law, we pride ourselves on being a good partner and are happy to provide the requested information.

Summary of Project: SHE is proposing a low-income single-family homeownership development on a .98 acre infill site located on Parkside Drive, between Peach Circle and Cling Circle (APN: 011-100-065, 011-100-066). The project will provide three single-family detached housing units targeted to low- and very-low income homeowners. Prices and financing will ensure that all units will be affordable to buyers below 80% of county median income. The houses will range in size from 1,300 to 1,500 square feet. The project will assist the City of Hanford in meeting its General Plan goals for low-income housing development as outlined in its Housing Element. SHE intends to develop all three of the units in this project for households below 80% of the county median income.

Rationale for Development Concessions: The intent of this project is to provide homeownership opportunities for low-income families in the community of Hanford. SHE purchased the tax defaulted property that was the site of a former neighborhood pocket park. Since this is not a traditional housing site, concessions are required to make the project feasible as affordable housing, including modest deviations from current City standards.

Sidewalks/Landscape Strip/Decreased ROW Width: This concession is required to ensure the feasibility of the project. The only method of design that will result in three single-family lots includes reliance on this concession. If this concession is not granted, SHE cannot use existing single-family plans that have already been engineered and used on other sites in our mutual self-help housing program. These plans are crucial to our program and allows SHE to deliver a product that is not only modern, aesthetically pleasing, and provides added value to neighborhoods, but also keeps our costs low by spreading the architectural fees over several projects. According to Renner Johnson, even for a market rate developer, this site would not pencil for feasibility if the lots were required to be custom-engineered. The additional design fee to develop custom floor plans would cost approximately \$60,000 per lot, for an additional cost of \$180,000, rendering the project infeasible.



A Nonprofit Housing and Community Development Organization

Lot Width: The reduced lot width on Parcels A and B of 9.61 feet is required to accommodate the appropriate cul-de-sac radius. See analysis above.

Setbacks: There may be minor deviations in setbacks when the final house plans are selected by each low-income buyer. SHE will work with City staff on those concessions as each lot develops. These minor setback deviations are required to allow SHE to utilize existing plans, and prevent the expense of custom plans noted above.

Please see the following financial analysis:

SOURCE(S)	Budget	Budget
	With	NO
	Concessions	Concessions
Conventional Loan	\$ 160,000	\$ 160,000
Secondary Financing	\$ 65,000	\$ 65,000
Total	\$225,000	\$225,000

USES (S)	AMOUNT	AMOUNT
Land	\$ 10,000	\$ 10,000
Site/Off-Site Improvements (Street, etc)	\$ 35,000	\$ 35,000
Title, Escrow and Resell	\$ 10,000	\$ 10,000
House Plans/Architecture	\$ -	\$ 60,000
Construction Costs	\$ 114,756	\$ 114,756
Permits	\$ 15,000	\$ 15,000
Utilities	\$ 6,484	\$ 6,484
Contractor OH&P	\$ 12,000	\$ 12,000
Contingency	\$ 11,260	\$ 11,260
Construction Management	\$ 10,000	\$ 10,000
Insurance During Construction	\$ 500	\$ 500
Total	\$225,000	\$285,000

Surplus/(Deficit=GAP=Infeasible)

\$0

(\$60,000)

As this project has an extremely tight budget, Self-Help Enterprises does not consent to reimburse the City for fees associated with an independent third-party review of this analysis. Should you determine a third-party review is required, please consult us prior to entering in to any contracts. If you have any additional questions regarding this analysis, please contact me at BetsyG@selfhelpenterprises.org or (559) 802-1653.



A Nonprofit Housing and Community Development Organization

Sincerely,

Betsy McGovern-Garcia
Director of Real Estate Development

Attachment: Attachment 2 - Concession Justification and Financial Report (TPM 2019-01 Self-Help)

Amy D. L. Lee

From: Renner Johnston <rjohnston@mogaveroarchitects.com>
Sent: Saturday, October 3, 2020 4:17 PM
To: Betsy McGovern-Garcia
Cc: Amy D. L. Lee
Subject: Re: Request for Cost Estimate

Betsy,

Custom single-family design to fit an odd shaped lot means essentially “starting over” with the building design because everything needs to shift in the architecture design, be re-detailed, re-engineered with a different structural, mechanical, electrical, and plumbing plan. The kitchen plan may be different, the roof trusses, etc. The changes add up for EACH of the custom designs. My design team would need to charge about \$60k for the design of each building, plus time and materials for the planning entitlement phase that carries uncertainties. Production housing is only financially feasible when there is repetition for the design, engineering and most importantly the construction. Custom houses are a different animal than production housing. Even higher-end builders commonly leave the odd lots out of production because they do not financially “pencil.” It is not uncommon that odd lots never develop because no one can make the site work financially.

Sorry for the bad news.

R

Renner Johnston, AIA, LEED AP

Principal | Partner

Mogavero Architects

O: (916) 443-1033, M: (916) 202-8688

From: Betsy McGovern-Garcia <betsyg@selfhelpenterprises.org>
Date: Wednesday, September 30, 2020 at 3:47 PM
To: Renner Johnston <rjohnston@mogaveroarchitects.com>
Cc: "Amy D. L. Lee" <amyl@selfhelpenterprises.org>
Subject: Request for Cost Estimate

Hi Renner:

We are developing three single-family lots in Hanford on a site that was tax defaulted and the City requested we intervene. Unfortunately, it is an odd shaped parcel and we have to really work to make the project feasible.

We have requested a development concession, but if that is not granted, we will not be able to use our standard self-help single-family floor plans, and will need to develop custom floor plans.

Can you please give me a cost estimate for what it would cost to develop three custom floor plans to fit each of the three lots, each with unique shapes, setbacks etc. A ballpark and/or range would work.

Thanks much.

Betsy

Betsy McGovern-Garcia

Program Director - Real Estate Development

Self-Help Enterprises



8445 W. Elowin Court
P.O. Box 6520
Visalia, CA. 93290

559-802-1653 Office

559-651-3634 Fax
betsyg@selfhelpenterprises.org
www.selfhelpenterprises.org

***Honored to be recognized as a
Top 50 Affordable Housing Developer
& a California Non-Profit of the Year***

DRAFT

NO FEE REQUIRED PURSUANT
TO CODE SECTION 27383
CODE 6103

RECORDING REQUESTED BY
AND MAIL RESPONSE TO:

CITY OF HANFORD
COMMUNITY DEVELOPMENT

317 North Douty Street
HANFORD, CA 93230

DEVELOPMENT COVENANT

This DEVELOPMENT COVENANT ("Agreement") is entered into as of the Effective Date (defined below), between the CITY OF HANFORD, a municipal corporation ("City") and Self-Help Enterprises, a California non-profit corporation (the "Developer").

RECITALS

The parties enter into this Agreement based on the following facts, understandings, and intentions:

- A. Pursuant to the Purchase Agreement (defined below) Developer has purchased that certain vacant infill lot with a street address of _____, Hanford, California as more particularly described in Exhibit "A" (the "Property").
- B. In connection with Developer's purchase of the Property from City, Developer has agreed to construct a new, approximately, 1500 square foot single family home consisting of four bedrooms, two bathrooms and a two car garage (the "Project") to be marketed and sold to households earning not greater than 80% of the most recent annual median income ("AMI") calculated and published by HUD for the Hanford Metropolitan Statistical Area applicable to such household's size, in accordance with the terms and conditions set forth herein.
- C. This project has been provided with a finding of Categorical Exemption pursuant to Article 19, Section 15332 (Class 32/infill) of the California Environmental Quality Act (CEQA).

AGREEMENT

In consideration of the mutual promises and covenants and upon the terms and conditions set forth in this Agreement, the parties agree as follows:

1. DEFINITIONS Besides definitions contained elsewhere in this Agreement, the following definitions will govern the construction, meaning, application and interpretation of the defined terms, as used in this Agreement.
 - 1.1 ADA. "ADA" means the Americans with Disabilities Act of 1990.
 - 1.2 Agreement. "Agreement" means this Development Covenant between City and Developer.

- 1.3 Certificate of Completion. "Certificate of Completion" means that Certificate issued in the form attached as Exhibit E to Developer by City evidencing completion of the Project for purposes of this Agreement.
- 1.4 City. "City" means the City of Hanford, a municipal corporation, having its offices at 319 N. Douty Street, Hanford, California 93230, and operating through its Council and its various departments.
- 1.5 Day. "Day", whether or not capitalized, means a calendar day, unless otherwise stated.
- 1.6 Default. "Default" means a party's failure to timely perform any action or covenant required by this Agreement following notice and opportunity to cure.
- 1.7 Developer. "Developer" means Self-Help Enterprises, a California non-profit corporation.
- 1.8 Effective Date. "Effective Date" means the date that City signs this Agreement (including attestation by the Clerk), after Developer signs it.
- 1.9 Environmental Laws. "Environmental Laws" means any federal, state, or local law, statute, ordinance or regulation concerning environmental regulation, contamination or cleanup of any Hazardous Materials or Waste including, without limitation, any state or federal lien or "super lien" law, any environmental cleanup statute or regulation, or any governmentally required permit, approval, authorization, license, variance or permission.
- 1.10 City. "City" means the City of Hanford having its offices at 317 N. Douty Street, Hanford, California 93230.
- 1.11 Hazardous Materials. "Hazardous Materials" means any substance, material, or waste, which is or becomes regulated by any local governmental authority, the State of California, or the United States Government including, without limitation, any material or substance, which is: (a) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Sections 25115, 25117, or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, (b) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, (c) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, (d) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, (e) petroleum, (f) friable asbestos, (g) polychlorinated biphenyl, (h) listed under Article 9 or defined as "hazardous" or "extremely hazardous" under Article 11 of Title 22, California Administrative Code, (i) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (j) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. §6901 *et seq.*, or (k) defined as "hazardous substances" pursuant to Section of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §9601, *et seq.*); provided, however, hazardous materials shall not include: (1) construction materials, gardening materials, household products, office supply products or janitorial supply products customarily used in the construction, maintenance, rehabilitation, or management of residential rental housing, mixed-use, or commercial developments or associated buildings or grounds, or typically used in household activities in a manner typical of other

residential, mixed-use or commercial developments which are comparable to the Improvements; and (2) certain substances which may contain chemicals listed by the State of California pursuant to Health and Safety Code Section 25249, et seq., which substances are commonly used by a significant portion of the population living within the region of the Property, including, but not limited to, alcoholic beverages, aspirin, tobacco products, NutraSweet, and saccharine.

- 1.12 Improvements. "Improvements" means the construction of the Project on the Property.
- 1.13 Performance Schedule. "Performance Schedule" means the schedule attached as Exhibit C, setting forth the dates and times by which the parties must accomplish certain obligations under this Agreement. The parties may revise the Schedule from time to time on mutual written agreement of Developer and City, but any delay or extension of the completion date is subject to the requirements in this Agreement.
- 1.14 Project. "Project" means the development that Developer is to complete on the Property and any off-site improvements, as generally described in the Scope of Development, attached as Exhibit B. The Project includes construction of three new 1500 square foot single family homes consisting of four bedrooms, two bathrooms and a two-car garage to be marketed and sold to a household earning not greater than 80% of the most recent annual median income ("AMI") calculated and published by HUD for the Hanford Metropolitan Statistical Area applicable to such household's size.
- 1.15 Project Budget. "Project Budget" shall mean the schedule of sources and uses of funds attached hereto as Exhibit D.
- 1.16 Project Completion Date. "Project Completion Date" means the date that City shall have determined the Project has reached completion in accordance with the plans and specifications in the Development Schedule, as evidenced by City's issuance of a Certificate of Completion.
- 1.17 Property. "Property" means the real property described in Exhibit A
- 1.18 Security Financing Interest. "Security Financing Interest" means a security interest, which Developer grants in its interest in the Property, to secure a debt, the proceeds of which Developer uses to construct the Project.

2. CITY ASSISTANCE & DEVELOPMENT LOAN

- 2.1 City agrees to provide certain financial assistance to the Developer to assist the Developer in construction costs and the resale of the Project. City shall provide \$90,000 in assistance which includes up to \$90,000 to bridge the gap between the sales price and construction cost as a forgivable development gap loan to the Developer and up to \$30,000 in down payment/closing cost assistance to the low-income homebuyer to be funded as a 30-year, 2% interest loan payable to City. Said loans shall be made upon the sale of the project to a household earning not greater than 80% AMI. The forgivable development gap loan shall be paid by City during escrow and will be forgiven at the close of escrow.
- 2.2 Developer agrees to provide construction financing for the development of the

Project to be repaid upon the sale of the Project to a household earning not greater than 80% AMI.

3. PROJECT DEVELOPMENT

- 3.1 Private Development Project; Revision of Project. Developer will complete the Project as described in the Scope of Development using contractors licensed to do business in California except where provision of state code allows for owner-builder exemptions.
- 3.2 Time for Completion of the Project. Developer will begin construction by the date provided in the Performance Schedule, and will diligently complete the Project according to the Performance Schedule, or by any other date as the parties may agree in a written extension signed by the parties and subject to any extension of time provided for in Section 3.3.
- 3.3 Extension of Time for Completion. In addition to the specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of another party; acts or the failure to act of any public or governmental agency or entity or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty days after the commencement of the cause, the period shall commence to run only thirty days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by City and the Developer. Executive Director, on behalf of City, may grant extension(s) which cumulatively do not exceed one hundred eighty (180) days; any additional extension shall require City Council approval.
- 3.4 Certificate of Completion. After Developer has satisfactorily completed the Project according to this Agreement, Developer may ask The City to record a Certificate of Completion indicating that the Project is complete, substantially in the form attached as Exhibit E. For purposes of this section, Developer's submission of a "Safe to Occupy" Certificate or Certificate of Occupancy for the Improvements of the Project shall be conclusive evidence that Developer has satisfactorily completed those Improvements. Subject to the satisfaction of the conditions to its issuance (see next subsection) and within ten days of such request, the City shall provide an instrument certifying Developer's completion of the Project, by preparing and recording the Certificate of Completion. This release, when recorded, will evidence the City's conclusive determination that Developer has satisfied the construction covenants in this Agreement for the Project. The release will not be evidence that Developer has complied with or satisfied any obligation to any person holding a deed of trust or Security Financing Interest. The release shall not terminate Developer's indemnification or other obligations, which by their nature are intended to survive Project completion. After the release is recorded in

the Official Records of Kings County, any party then owning or after that purchasing the project shall not (because of such ownership or purchase) incur any obligation or liability under this Agreement regarding the construction requirements or Project development of the completed project.

- 3.5 Conditions to Issuing the Certificate of Completion. The following are all conditions precedent to the City issuing the Certificate of Completion for the project, or any phase thereof, and each submission will be in a form and substance satisfactory to the City:
- 3.5.1. Evidence that all mechanics' liens or material men's liens and claims recorded against the Property, or any Phase thereof, and the Project Improvements that are the subject of the Certificate of Completion have been unconditionally and finally released or, if not released, sufficiently bonded against as required by law.
- 3.6 Liens and Stop Notices. If a claim of lien or bonded stop notice is recorded against the Property or any Project improvements, the Developer, within 91 days after that, or within five days after the City's demand, whichever occurs last, will do the following:
- 3.6.1. Pay or discharge the same; or
 - 3.6.2. Effect the release of it by recording and delivering to the City a surety's release bond in sufficient form and amount, or otherwise;
 - 3.6.3. Give the City other assurance that the City, in its sole discretion, deems satisfactory to protect the City from the effect of the lien, claim or bonded stop notice.
- 3.7 Proof of Insurance. Annually, beginning with commencement of construction of the Project, and continuing until the issuance of a Certificate of Completion for the Project, Developer shall submit proof of insurance as required by this Agreement.
- 3.8 Taxes and Assessments. The Developer will pay before delinquency all ad valorem real estate taxes and assessments on the Property, subject to the Developer's right to contest any taxes or assessments in good faith. The Developer will remove any levy or attachment on the Property or any part of it, or assure the satisfaction of the levy or attachment within a reasonable time.
- 3.9 Compliance with Laws. In performing its obligations hereunder, Developer shall comply with all applicable laws, regulations, and rules of the governmental agencies having jurisdiction, including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Developer, not City, is responsible for determining applicability of and compliance with all local, state and federal laws including, without limitation, the California Labor Code, Public Contract Code, Public Resources Code, Health & Safety Code, Government Code, the City Charter, and Hanford Municipal Code. The City makes no representations regarding the applicability of any such laws to this Agreement, the Project, or the parties' respective rights or obligations hereunder including, without limitation, payment of prevailing wages, competitive bidding, subcontractor listing, or other matters. The City shall not be liable or responsible, in law or equity, to any person for Developer's failure to comply with any such laws, whether the City knew

or should have known of the need for Developer to comply, or whether the City failed to notify Developer of the need to comply.

4. SALE OF COMPLETED PROJECT TO A HOUSEHOLD EARNING NOT GREATER THAN 80% AMI

- 4.1 Developer Obligations. Developer shall be responsible for all aspects of the marketing and selling of the completed Project to a household earning not greater than 80% AMI, including but not limited to, the coordination of all potential sales and income qualifications for all buyers to confirm household income is not greater than 80% AMI; coordination with all mortgage lenders, preparation of purchase documents and loan documents necessary for secondary financing.

5. INDEMNITY; INSURANCE

- 5.1 Indemnity. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend, with qualified counsel of Developer's choice, the City, and each of its officers, officials, employees and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability including, without limitation, personal injury, death at any time and property damage) incurred by the City, Developer or any other person, and from any claims, demands and actions in law or equity (including reasonable attorneys' fees, litigation and legal expenses incurred by the City or held to be the liability of the City, including plaintiff's or petitioner's attorney's fees if awarded, in connection with the City's defense of its actions in any proceeding), arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the work or Improvements by the Developer and Developer's employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation and removal or maintenance of the work and Improvements; or (v) the City's granting, issuing or approving use of this Agreement.

Developer's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the City or any of its officers, officials, employees, agents or authorized volunteers.

This indemnity shall also cover, without limitation the following: (i) any act, error or omission of Developer as to the City or any of their officers, employees, contractors, subcontractors, invitees, agents or representatives in connection with this Agreement, the Project or the Property; (ii) any use of the Property, the Project by Developer or any of its officers, employees, contractors, subcontractors, invitees, agents or representatives, successors or assigns; (iii) the design, construction, operation or maintenance of the Project; or (iv) failure of Developer or any of its officers, employees, contractors, subcontractors, invitees, agents or representatives to comply with any Federal, State or local law, code, ordinance or regulation applicable to this Agreement or the Project, including, but not limited to, claims based upon failure to comply fully with prevailing wage laws as may be determined by any court or agency of the State of California or United States

Government; with respect to any and all claims related to prevailing wage, Developer, as provided herein and otherwise in this Agreement, assumes all responsibility for payment of prevailing wage and complying with prevailing wage laws, if required, and specifically waives any and all rights against the City, as well as the City and agents, employees, agencies, and consultants, pursuant to California Labor Code section 1726(c) and analogous federal law, if any, and agrees to defend and fully indemnify the City, as well as City agents, employees, agencies, and consultants, for any claims based upon failure to pay prevailing wage, including, without limitation, claims for damages, fines, penalties, litigation expenses, costs, attorneys' fees, and interest. Developer and/or the City have the right to contest or challenge any finding that prevailing wage applies.

This section shall survive termination or expiration of this Agreement and the potential recordation of the Grant Deeds.

5.1.1 Action Arising Out of Approval of This Agreement. The Developer shall indemnify, defend and hold the City and each of their respective officers, officials, employees, agents, boards and volunteers harmless from any judicial action filed against the City by any third party arising out of the City's approval of this Agreement or any permit, entitlement or other action required to implement this Agreement, including without limitation approvals under the Law, CEQA or the City's Municipal Code. The City will promptly notify the Developer of the action. Within fifteen (15) days after receipt of the notice, the Developer shall take all steps necessary and appropriate to assume defense of the action. The City will cooperate with the Developer in the defense of the action (at no cost to City). Neither the Developer nor City will compromise the defense of such action or permit a default judgment to be taken against the City without the prior written approval of the other party(ies).

5.1.2 Survival of Indemnification Provisions. Except as otherwise specifically stated herein, the indemnification provisions in this subsection and every other indemnification in this Agreement will survive any termination of this Agreement, will survive any Closing, will survive the expiration of any covenant herein and will not merge with any other document evidencing an interest in real property.

5.2 Insurance. Until the City issues the Certificate of Completion and records it in the Official Records of Kings County, Developer shall pay for and maintain, or cause to be paid and maintained, in effect all insurance policies required hereunder with insurance companies either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or (ii) authorized by the City's Risk Manager. The following policies of insurance are required, and Developer will deliver proof of these policies before starting construction:

5.2.1 Commercial General Liability Insurance. Commercial general liability Insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations,

contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$5,000,000 aggregate for products and completed operations, and \$10,000,000 general aggregate.

5.2.2 Commercial Automobile Liability Insurance. Commercial automobile liability insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 (Section 1, subsection A.1 entitled "Any Auto"), with combined single limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

5.2.3 Workers' Compensation Insurance. Workers' compensation insurance, as required under the California Labor Code.

5.2.4 Employer's Liability. Employer's liability coverage with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

5.2.5 Fire and Extended Coverage Insurance. Fire and extended coverage insurance for at least the full replacement cost of the Developer Improvements on the Property, excluding foundations, footings and excavations and tenant improvements, fixtures and personal property.

5.2.6 Builders Risk Insurance. Builders risk insurance sufficient to cover one hundred (100) percent of the replacement value of all improvements made on the Property including, without limitation, terms of labor and materials in place or to be used as part of the permanent construction (including, without limitation, surplus miscellaneous materials and supplies incidental to the work, and scaffolding, staging, towers, forms and equipment not owned or rented by Developer, the cost of which is not included in the cost of work).

Developer shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Developer shall also be responsible for payment of any self-insured retentions.

The above-described policies of insurance shall be endorsed to provide an unrestricted thirty calendar day written notice in favor of the City, of policy cancellation, change or reduction of coverage, except the Workers' Compensation policy that shall provide a ten-calendar day written notice of such cancellation, change or reduction of coverage. If any policy is due to expire during the term of this Agreement, Developer shall provide a new certificate evidencing policy renewal not less than fifteen calendar days before the expiration date of the policy. When an insurer, broker, or agent issues a notice of cancellation, change or reduction in coverage, Developer shall immediately obtain and file a certified copy of a new or renewal policy and certificates for such policy with the City.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name the City and the officers, officials, agents and employees as an additional insured. Each policy shall be endorsed so that Developer's insurance is primary and no contribution is required of the City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. Developer shall

furnish the City with copies of the actual policies upon the request of its designee, or the **City's Risk Manager**.

The fact that insurance is obtained by Developer or its subcontractors shall not be deemed to release or diminish the liability of Developer or its subcontractors including without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City, and their officers, officials, agents, employees and volunteers, shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Developer or its subcontractors. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Developer, its principals, officers, agents, employees, persons under the supervision of Developer, vendors, suppliers, invitees, subcontractors, consultants or anyone employed directly or indirectly by any of them.

If Developer fails to maintain the required insurance in full force and effect, Developer shall immediately discontinue all work under this Agreement, and take all necessary actions to secure the work site to insure that public health and safety is protected, until City receives notice that the required insurance has been restored to full effect and that the premiums for the insurance have been paid for a period satisfactory to City. Developer's failure to maintain any required insurance shall be sufficient cause for City to terminate this Agreement after notice and the right to cure as provided in Section 9.5.

If Developer subcontracts all or any portion of the work under this Agreement, Developer shall require each subcontractor to provide insurance protection in favor of Developer and the City, and their officers, officials, employees, agents and volunteers according to the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Developer and City before the subcontractor begins any work.

5.2.7 Insurance for Project Design Work. Developer shall maintain for its Project design work, or if Developer subcontracts any of the Project design work Developer shall require each design subcontractor to maintain professional liability insurance (errors and omissions) with a limit of not less than one million dollars (\$1,000,000) per occurrence.

If claims made forms are used for any Professional Liability Coverage, either (i) the policy shall be endorsed to provide not less than a five year discovery period, or (ii) the coverage shall be maintained for a minimum of five years after the Release of Construction Covenants is recorded. The requirements of this section relating to such coverage shall survive termination or expiration of this Agreement.

5.2.8 Performance and Payment Bonds. Developer will obtain and deliver labor and material bonds, payment, and performance bonds, issued by an insurance company meeting the criteria for Developer's other insurance under this Agreement. The bonds will at least equal to one hundred percent of Developer's estimated construction costs of any particular Phase of the Project then under construction and shall remain in full force until the issuance of a "Safe to Occupy" Certificate or Certificate of Occupancy, or the recording of a Certificate of Completion for that Phase, whichever is earlier. The bonds will name City as co-

obligee. Instead of requiring performance and payment bonds, City may consider and accept other evidence of Developer's ability to complete the Project.

6. SECURITY FINANCING INTERESTS AND RIGHTS OF HOLDERS

6.1 Prohibition Against Transfer of Property, the Buildings or Structures Thereon and Assignment of Agreement. Prior to the issuance by City of a Certificate of Completion for the Project, the Developer shall not, except as expressly permitted by this Agreement, sell, transfer, convey, assign, or lease the whole or any part of the Property or the buildings or improvements thereon without the prior written approval of City. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property or to prohibit or restrict the leasing of any part or parts of a building or structure when said improvements are completed.

6.1.1 Permitted Transfers. Notwithstanding the foregoing, the following events ("Permitted Transfers") shall not be deemed a transfer for the purposes of requiring City's consent:

- A. Creation of Security Financing Interests;
- B. A sale, conveyance, or transfer of the Property at foreclosure (or a deed in lieu of foreclosure) resulting from a Security Financing Interest;
- C. The conveyance or dedication of parts of the Property to the City or the grant of easements or permits solely to facilitate the development of the Property before the Certificate of Completion is recorded;
- D. Sale or rental of Project units/space in accordance with this Agreement;
- E. Sale or assignment to an entity controlled by or in common control with Developer;
- F. Assignments resulting from the death or mental or physical incapacity of an individual;
- G. Assignments in trust for the benefit of a partner's spouse, children, grandchildren or other family members;.

6.2 Approval or Consent of City. When a request for transfer or assignment is submitted to City for consideration, approval will be conditioned on the following:

6.2.1 Financial Strength and Business Experience. The proposed transferee will demonstrate to City's reasonable satisfaction that the proposed transferee has sufficient financial strength and the business experience in planning, financing, development, ownership, and operation of similar projects to complete the Project, or portion thereof, competently.

6.2.2 Assumption Agreement. Any transferee, by recordable instrument acceptable to the City, shall expressly assume all the unfulfilled or ongoing obligations of the Developer under this Agreement, and agree to be subject to all the conditions and restrictions to which the Developer is subject with respect to the Property or applicable portion thereof.

6.2.3 Transfer Documents. The Developer or its successors shall submit all documents, proposed to affect any transfer or assignment, to the City for review and approval.

6.2.4 Other Information. Developer or its successors shall deliver all information to City that City may reasonably request to enable it to evaluate the proposed transfer or assignment. City shall approve, conditionally approve, or disapprove a request for assignment within 15 days after receiving the request and all supporting documentation.

6.2.5 Developer's Release. City's approval of any transfer, assignment, or sale will not relieve the Developer or any successor from any unfulfilled or ongoing obligations of Developer under this Agreement with respect to any portion of the Property not transferred. The provisions of this subsection are intended to discourage land speculation, and these provisions shall be liberally interpreted to accomplish that end.

6.3 Security Financing; Rights of Holders.

6.3.1 No Encumbrances Except Mortgages, Deeds of Trust, Sales and Lease-Backs or Other Financing for Development. Notwithstanding Section 6.1 of this Agreement, mortgages, deeds of trust, sales and lease-backs or any other form of conveyance required for any reasonable method of financing are permitted before issuance of a Certificate of Completion but only for the purpose of securing loans of funds to be used for financing the acquisition of the Property, the construction of improvements on the Property and any other expenditures necessary and appropriate to develop the Property under this Agreement. The Developer shall promptly notify City of any mortgage, deed of trust, sale and lease-back or other financing conveyance, encumbrance or lien that has been created or attached thereto prior to completion of the construction of the improvements on the Property whether by voluntary act of the Developer or otherwise. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development.

6.3.2 Holder Not Obligated To Construct Improvements. The holder of any mortgage, deed of trust or other security interest authorized by this Agreement shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion, nor shall any covenant or any other provision in the grant deed for the Property be construed so to obligate such holder. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement.

6.3.3 Notice of Default to Mortgage, Deed of Trust, or Other Security Interest Holders; Right to Cure. Whenever City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in completion of construction of the improvements, City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage, deed of trust, or other security interest authorized by this Agreement who has previously made a written request to City therefor default of the Developer under this Section 6.3.3. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the

improvements (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to City by written agreement reasonably satisfactory to City. The holder in that event must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates and submit evidence reasonably satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations. Any such holder properly completing such improvements shall be entitled, upon written request made to the City, to a Certificate of Completion from the City.

6.3.4 Failure of Holder to Complete Improvements. In any case where, six months after default by the Developer in completion of construction of improvements under this Agreement, the holder of any mortgage, deed of trust, or other security interest creating a lien or encumbrance upon the Property has not exercised the option to construct, or if it has exercised the option and has not proceeded diligently with construction, the City may purchase the mortgage, deed of trust, or other security interest by payment to the holder of the amount of the unpaid debt, plus any accrued and unpaid interest. If the ownership of the Property has vested in the holder, City, if it so desires, shall be entitled to a conveyance of the Property from the holder to the City upon payment to the holder of an amount equal to the sum of the following:

- A. The unpaid mortgage, deed of trust, or other security interest debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- B. All expenses with respect to foreclosure;
- C. The net expenses, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Property;
- D. The costs of any authorized improvements made by such holder; and
- E. An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the City.

6.16.1 Right of the City to Cure Mortgage, Deed of Trust or Other Security Interest Default. In the event of a default or breach by the Developer on a mortgage, deed of trust or other security interest with respect to the Property prior to the completion of the Project, and the holder has not exercised its option to complete the Project, may cure the default prior to completion of any foreclosure. In any such event, the City shall be entitled to reimbursement from Developer of all costs and expenses incurred by the City in curing the default. the City shall also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien shall be subject to mortgages, deeds of trust or other security interests executed for the sole purpose of obtaining funds to purchase and develop the Property as authorized herein.

7 USE AND MAINTENANCE OF THE SITE.

- 7.1 Developer covenants and agrees for itself, its successors and assigns, which covenants shall run with the land and bind every successor or assign in interest of Developer, that during development of the Site pursuant to this Agreement and thereafter, neither the Site nor the improvements, nor any portion thereof, shall be improved, used or occupied in violation of any applicable governmental restrictions or the restrictions of this Agreement. Furthermore, Developer and its successors and assigns shall not initiate, maintain, commit, or permit the maintenance or commission on the Site or in the improvements, or any portion thereof, of any nuisance, public or private, as now or hereafter defined by any statutory or decisional law applicable to the Site or the improvements, or any portion thereof.
- 7.2 Notwithstanding anything to the contrary or that appears to be to the contrary in this Agreement, Developer hereby covenants, on behalf of itself, and its successors and assigns, which covenants shall run with the land and bind every successor and assign in interest of Developer, that, Developer and such successors and assigns shall use the Property solely for the purpose of constructing, maintaining and selling the Project to an income eligible household meeting the requirements and restrictions of this Agreement and the Regulatory Agreement
- 7.3 Affordable Housing.
- 7.3.1 Construction of Affordable Housing Unit. The Developer covenants and agrees to construct three single-family unit to be sold to an income eligible household subject to the Declaration of Restrictions attached hereto as Exhibit "G".
- 7.3.2 Obligation to Refrain from Discrimination. There shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the rental, sale, lease, sublease, transfer, use, occupancy or enjoyment of the Site, or any portion thereof, nor shall Developer, or any person claiming under or through Developer, establish or permit any such practice, or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site or any portion thereof (except as permitted by this Agreement). The nondiscrimination and non-segregation covenants herein shall remain in effect in perpetuity.
- 7.3.3 Maintenance of Improvements. Developer covenants and agrees for itself, its successors and assigns, and every successor in interest to the Site or any part thereof, that, after the City's issuance of its Certificate of Completion the Developer shall be responsible for the maintenance of all improvements that may exist on the Site(except for maintenance of improvements within the public right of way which fall under the purview of the City) from time to time, including without limitation buildings, parking lots, lighting, signs, and walls, in good condition and repair, and shall keep the Site free from any accumulation of debris or waste materials. The Developer shall also maintain all landscaping required pursuant to Developer's approved landscaping plan in a healthy condition, including replacement of any dead or deceased plants. The foregoing maintenance obligations shall run with the land in accordance with and for the term of the Regulatory

Agreement. Developer's further obligations to maintain the Site, and the City's remedies in the event of Developer's default in performing such obligations, are set forth in the Regulatory Agreement. Developer hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City that would otherwise apply, except as specified in the Regulatory Agreement. Upon the sale of the Project, Developer (but not Developer's successor) shall be released from the requirements imposed by this Section, and the financial liability therefor

- 7.3.4 Effect of Covenants. The City is deemed the beneficiary of the terms and provisions of this Agreement and of the restrictions and covenants running with the land appearing in the Regulatory Agreement, for and in its own right for the purposes of protecting the interests of the community in whose favor and for whose benefit the covenants running with the land have been provided. The covenants in favor of the City shall run without regard to whether the City has been remains or is an owner of any land or interest in the Site, and shall be effective as both covenants and equitable servitudes against the Site. the City shall have the right, if any of the covenants set forth in this Agreement which are provided for its benefit are breached, to exercise all rights and remedies available and to maintain any actions or suits at law or in equity or other and proper proceedings to enforce the curing of such breaches to which it may be entitled. No other person or entity shall have any right to enforce the terms of this Agreement under a theory of third-party beneficiary or otherwise. The covenants running with the land and their duration are set forth in the Regulatory Agreement.

8 REPRESENTATIONS AND WARRANTIES.

8.1 Developer Representations and Warranties.

- 8.1.1 Representations and Warranties of Developer. Developer represents and warrants that:
- A. Developer is a California nonprofit corporation duly formed and existing under the laws of the State of California, in good standing, and authorized to do business in the State of California, County of Hanford, and the City of Hanford.
 - B. Developer has all requisite power and authority to carry out its business as now and hereafter conducted and to enter and perform its obligations under this Agreement.
 - C. The person or persons signing this Agreement for Developer have been duly authorized to execute and deliver this Agreement and to legally bind Developer to its terms and conditions.
 - D. Developer's execution and performance of this Agreement does not violate any provision of any other agreement to which Developer is a party.
 - E. Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Developer are necessary to Developer's execution of this Agreement.

- F. Developer has or will have sufficient funds available to fund the Project and to pay all costs assumed by Developer hereunder.
- G. This Agreement is valid, binding, and enforceable against Developer in accordance with its terms, except as such enforceability may be limited by principals of public policy and subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors, and rules of law governing specific performance, injunctive relief or other equitable remedies.
- H. Developer has made no contract or arrangement of any kind the performance of which by the other party thereto would give rise to a lien on the Property.

8.1.2 Survival of Representations and Warranties. The parties are relying upon the above representations and warranties in entering this Agreement. The foregoing representations are and shall be continuing in nature and shall remain in full force and effect until all obligations under this Agreement are met or this Agreements terminated in a manner provided herein.

9 DEFAULT, REMEDIES AND TERMINATION.

- 9.1 Default. Failure or delay by either party to perform any term of this Agreement shall be a default under this Agreement if not cured within the time set forth herein. Any failure or delay by a party in asserting any right or remedy will not constitute a waiver, and will not deprive the party of its right to institute and maintain any action or proceeding necessary to protect or enforce any right or remedy.
- 9.2 Legal Actions. A party may institute a legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such legal action shall be brought in the Hanford County Courts, or the Hanford Division of the Federal District Court for the Eastern District of California.
- 9.3 Rights and Remedies are Cumulative. Except as may be expressly stated otherwise in this Agreement, the rights and remedies of the parties are cumulative. The exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or a different time, of any other rights or remedies for the same default or any other default. In addition to the specific rights and remedies herein, the parties may resort to any other rights or remedies available at law or in equity, including, without limitation, specific performance.
- 9.4 Notice and Cure Periods. If either party fails to perform under any provision of this Agreement including documents incorporated herein, the non-defaulting party shall serve written notice of the default on the defaulting party, describing the default, and the actions necessary to cure the default. A defaulting party will have 30 days from the date of the notice to cure the breach or failure unless a different time period is provided in this Agreement in which case the latter shall apply. If the default is not susceptible to cure within the 30 days, the defaulting party shall begin to cure the default within the 30 days and after that diligently prosecute the cure to completion. Failure of the defaulting party to cure within these times shall entitle the non-defaulting party to enforce any right or remedy provided in this Agreement, at law, or in equity. This provision is not intended to modify or extend any other notice or cure period specifically provided for in this Agreement. Failure

or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

9.5 Right of Re-entry (Power of Termination) and Reverter. The City may reenter and take possession of the Property, or part of it, and all improvements on it, terminate the estate conveyed to Developer by the Grant Deed and revest the estate in the City if, after the Closing, but before recording a Certificate of Completion, any of the following occurs:

9.5.1. Developer does not begin and complete construction of the Project within the time specified in the Performance Schedule or this Agreement unless otherwise extended by the terms herein; or

9.5.2. Developer abandons or substantially suspends construction of the Project for 30 days after the City gives written notice of the abandonment or suspension; or

9.5.3. Developer assigns or transfers, or suffers an involuntary transfer of, any rights or obligations under this Agreement, or in the Property, in violation of the assignment provision of this Agreement.

9.6 Effect on Security Holders. the City's right to reenter, repossess, terminate and revest shall be secured by the provisions of the Deed of Trust attached hereto as Exhibit J. Such right to reenter, repossess, terminate and revest shall be subject to, limited by, and shall not defeat, render invalid, or limit: (i) any Security Financing Interest permitted by this Agreement; or (ii) any provision of this Agreement protecting the holder's Security Financing Interest.

The provisions of Sections 9.5 and 9.6 shall automatically terminate on the recordation of a Certificate of Completion for the Project (or applicable phase).

10 GENERAL PROVISIONS.

10.1 Notice, Demands and Communication. All notices, elections, requests, acceptances, demands, instructions or other communications ("notice" or "notices") to be given to any party under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if personally served on the party to whom notice is to be given; (ii) within forty-eight (48) hours after mailing, if mailed to the party to whom notice is to be given, by first class mail which is either registered or certified, postage prepaid, return receipt requested; (iii) within twenty-four (24) hours after being deposited with a recognized private courier service (e.g. Federal Express), if delivered by a private courier service to the party to whom notice is to be given, all charges prepaid; or (iv) when sent, if given by electronic format that provides verification of successful transmission. All notices shall be properly addressed to the party receiving notice as follows:

City of Hanford:
Hanford Housing Division
Attention: Sandra Lerma – Housing Analyst
317 N. Douty Street
Hanford, CA 93230

WITH COPIES TO:

City Manager
319 N. Douty Street
Hanford CA 93230

City Attorney
111 E. 7th Street
Hanford CA 93230

DEVELOPER:
Self Help Enterprises
Attention: Director of Real Estate Development
P.O. Box 6520
Visalia, CA 93290

A party may change its address by notice given according to this subsection.

- 10.2 Conflict of Interests. No member, official, officer or employee of the Developer or the City shall have any direct or indirect interest in this Agreement, or shall participate in any decision relating to this Agreement where such interest or participation is prohibited by law. No officer, employee, or agent of the City who exercises any function or responsibility concerning the planning and carrying out of the Project, or any other person who exercises any function or responsibility concerning any aspect of this Agreement or the Project, shall have any personal financial interest, direct or indirect, in this Agreement or the Project.
- 10.2.1.1 Developer represents and warrants that it has not paid or given, and will not pay or give, to any third party any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers and attorneys.
- 10.2.1.2 No contractor, subcontractor, mechanic, material man, laborer, vendor or other person hired or retained by Developer shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, rather each such person shall be deemed to have agreed (a) that they shall look to Developer as their sole source of recovery if not paid; and (b) except as otherwise agreed to by the City and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and any such person, each such person shall be deemed to have waived in writing all right to seek redress from the City under any circumstances whatsoever.
- 10.3 Nonliability of Officials, Employees and Agents. No member, official, officer, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, for any default or breach by the City.
- 10.4 Counterparts. This Agreement may be executed in counterparts, and together each executed counterpart shall constitute one Agreement.
- 10.5 Waiver. A party's waiver of the other's breach of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the

same or a different provision of this Agreement. No provision of this Agreement may be waived except in a writing signed by all the parties. Waiver of any one provision shall not be deemed to be a waiver of any other provision herein.

- 10.6 Attorneys' Fees. If a party initiates or defends litigation or any legal proceeding regarding the enforcement of this Agreement, the prevailing party in such litigation or proceeding, in addition to any other relief that may be granted, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal. A party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating the action, retaining expert witnesses, taking depositions and discovery, and all other necessary costs incurred with respect to the action. All such fees shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not such action is prosecuted to judgment.
- 10.7 Governing Law. This Agreement shall be interpreted and enforced, and the rights and duties of the parties under this Agreement (both procedural and substantive) shall be determined according to California law.
- 10.8 Further Assurances. Each party will take any further acts and will sign and deliver any further instruments required to carry out the intent and purposes of this Agreement.
- 10.9 Entire Understanding of the Parties. The exhibits referenced as attached are by such references incorporated into this Agreement. This Agreement, including exhibits, is the entire understanding and agreement of the parties. All prior discussions, understandings, and written agreements are superseded by this Agreement. This Agreement shall not be modified except by written instrument duly approved as required by law and executed by authorized representatives of the parties. Should the terms of any exhibit conflict with the body of this Agreement, the body of this Agreement shall govern.
- 10.10 Consent, Reasonableness. Unless this Agreement specifically authorizes a party to withhold its approval, consent or satisfaction in its sole discretion, any consent, or approval, or satisfaction to be requested or required of a party, shall not be unreasonably withheld, conditioned or delayed.
- 10.11 Recordation. The parties hereto agree to record a memorandum of this Agreement, fully executed, in the real property records of the county in which the Property is located, in the form as shown on **Exhibit** hereto.
- 10.12 Partial Invalidity. If any part of this Agreement is held to be invalid, void or unenforceable in any legal, equitable or arbitration proceeding, the remainder of the Agreement shall continue in effect, unless not giving effect to the invalid or unenforceable part would prevent effecting the purposes of the Project and this Agreement.
- 10.13 Ambiguity. This Agreement is the result of the combined efforts of the parties. Should any provision of this Agreement be found ambiguous, the ambiguity shall not be resolved by construing this Agreement in favor of or against any party, but by construing the terms according to their generally accepted meaning, considering the objective of the Agreement.
- 10.14 Number and Gender. Masculine, feminine or neuter gender terms and singular or plural numbers will include others when the context so indicates.

- 10.15 Headings. All headings are for convenience only, are not a part of this Agreement, and are not to be used in construing this Agreement.
- 10.16 Binding Upon Successors. This Agreement shall bind and inure to the benefit of the successors in interest, personal representatives, and assigns of each party, subject to the limitation on transfer and assignment contained in this Agreement. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor, representative, or assign of the party who has acquired an interest in compliance with the terms of this Agreement, or under law.
- 10.17 Relationship of the Parties. Nothing in this Agreement, the Grant Deed, or any other document executed in connection with this Agreement shall be construed as creating a partnership, joint venture, agency, employment relationship, or similar relationship between the City and the Developer or any of the Developer's contractors, subcontractors, employees, agents, representatives, transferees, successors-in-interest or assigns. Nothing in this Agreement establishes a principal and agent relationship between the parties.
- 10.18 Nature of the Project. The Project is a private undertaking of the Developer. After the City conveys title or possession of the property to Developer, the Developer shall have exclusive control over the Property, subject to the terms of this Agreement and all applicable Federal, State and local laws, ordinances, codes, regulations, standards and policies.
- 10.19 Time of Essence. Time is of the essence of each term, condition, and covenant contained in this Agreement.
- 10.20 Survival of Provisions. Those provisions expressly surviving expiration or earlier termination, including each indemnification provision, shall survive the Closing and expiration or earlier termination of this Agreement, and shall not merge with the Grant Deed or other document evidencing any interest in real property.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the City and Developer have executed this Agreement on the dates set forth below.

DEVELOPER:
SELF HELP ENTERPRISES
 A California Non-Profit Corporation

CITY:
CITY OF HANFORD ,
 A Municipal Corporation, in its capacity as
 Housing Successor to the Redevelopment
 Agency of the City of Hanford

By _____
 Thomas J. Collishaw, President/CEO

By _____
 Mario Cifuentez II, Executive Director

Dated: Dated:

By _____
 Kathryn L. Long-Pence, Secretary

Dated:

The above persons to execute this agreement before a Notary Public and attach the notary acknowledgments.

ATTEST: City Attorney

City Clerk

By _____

By _____

APPROVED AS TO FORM:

Attachments:	Exhibit A	Legal Description
	Exhibit B	Scope of Development and Basic Design
	Exhibit C	Performance Schedule
	Exhibit D	Sources & Uses
	Exhibit E	Certificate of Completion
	Exhibit F	Affordability Restrictions
	Exhibit G	Memorandum of Development Covenant

Attachment: Attachment 3 - DRAFT Development Covenant (TPM 2019-01 Self-Help)

EXHIBIT A**LEGAL DESCRIPTION**

The land referred to is situated in the County of Kings, City of Hanford, State of California, and is described as follows:

Parcel A and Lot 36 of Parkside Estates No. 2, County Tract No. 185-2, in the County of Kings, State of California, according to the Map thereof recorded in Book 6 at Page 39 of Licensed Surveyor Plats, subject to Mineral Reservations of Record.

APN: 011-100-065
011-100-066

DRAFT

EXHIBIT C

Estimated Performance Schedule

Parkside Infill Housing Project			
Tas k	Start Date	Completion Date	Duration [days]
Develop Contract with the City of Hanford			
Site Engineering/Infrastructure Design			
Develop Elevations/Site Plans for City Review			
Final Construction Documents/Plan Check			
Open Pre-Sales			
Execute Construction Contract; Obtain Bonds			
Commence Construction			
Final Sale			

EXHIBIT D
[Sources & Uses]

Hanford Parkside Infill Project
Estimated Sources and Uses Of Funds

	Budget
	With
SOURCE(S)	Concessions
Conventional Loan	\$ 160,000
Secondary Financing	\$ 65,000
Total	\$225,000

USES (\$)	AMOUNT
Land	\$ 10,000
Site/Off-Site Improvements (Street, etc)	\$ 35,000
Title, Escrow and Resell	\$ 10,000
House Plans/Architecture	\$ -
Construction Costs	\$ 114,756
Permits	\$ 15,000
Utilities	\$ 6,484
Contractor OH&P	\$ 12,000
Contingency	\$ 11,260
Construction Management	\$ 10,000
Insurance During Construction	\$ 500
Total	\$225,000

EXHIBIT E

Certificate of Completion

RECORDED AT THE REQUEST
OF:

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

WHEN RECORDED RETURN TO:

City of Hanford in its capacity as
Housing Successor to the
Redevelopment Agency of the
City of Hanford
317 N. Douty Street
Hanford, CA 93230
Attn:

No Fee-Govt. Code Sections 6103-
27383

APNs:[011-100-065-000 and
011-100-0066-000]

(SPACE ABOVE THIS LINE FOR RECORDER'S
USE)

This **Release of Construction Covenants and Certificate of Completion** is recorded at the request and for the benefit of the City of Hanford in its capacity as Housing Successor to the Redevelopment Agency of the City of Hanford.

- A. As agreed in a Development Covenant including covenants, conditions and restrictions, ("COVENANT") dated [], 20_20_] entered by the CITY OF HANFORD, a municipal corporation, in its capacity as Housing Successor to the Redevelopment Agency of the City of Hanford ("City"), and SELF HELP ENTERPRISES ("DEVELOPER"), The City conveyed certain real property to DEVELOPER under a Grant Deed, dated [], recorded in the Official Records of Hanford County on [] as Document No. [] (the "DEED"), and the DEVELOPER agreed to complete/cause the completion of the of construction of certain improvements described therein (the "Project") upon the premises described therein as the "Property" according to the terms and conditions of the COVENANT and the documents and instruments referenced therein, incorporated herein.

The Covenantor a memorandum of it was recorded [] 20_] as Instrument No. [] in the Official Records of Kings County, California.

Under the terms of the Covenant, after DEVELOPER completes/causes completion of construction of the Project on the Property, DEVELOPER may ask the City to record an instrument certifying that DEVELOPER has completed the required improvements for such development in the form of a Release of Construction Covenants and Certificate of Completion.

DEVELOPER has asked the City to furnish DEVELOPER with a recordable Release of Construction Covenants and Certificate of Completion for the development.

The City's issuance of this Release of Construction Covenants and Certificate of Completion is conclusive evidence that DEVELOPER has completed the construction and development of the Property to terminate and release DEVELOPER from the construction/improvement covenants in the Covenant pertaining to such Phase.

NOW THEREFORE:

1. As provided in Section 3.5 of the Covenant, THE CITY does hereby certify that construction of all of the improvements required by the DDA on the Property described in Attachment A, attached hereto and incorporated herein by this reference, has been satisfactorily completed.
2. This Release of Construction Covenants and Certificate of Completion shall not be deemed or construed to constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the construction of the improvements on the Property. This Release of Construction Covenants and Certificate of Completion, is not a notice of completion as referred to in Section 3093 of the California Civil Code.

IN WITNESS WHEREOF, THE CITY has executed this Release of Construction Covenants and

Certificate of Completion as of this ____ day of [_____, 20__.]

CITY OF HANFORD,
A municipal corporation,
in its capacity as Housing Successor to the
Redevelopment Agency of the City of Hanford

By: _____
Its: _____

Owner hereby consents to recording this Certificate of Completion against the Property described herein.

Dated: _____, 201__

Self Help Enterprises

By: _____
Name: Thomas J. Collishaw
Title: President/CEO

THE ABOVE PARTIES ARE TO SIGN THIS INSTRUMENT BEFORE A NOTARY PUBLIC.

ATTEST:
CITY CLERK

APPROVED AS TO FORM:
CITY ATTORNEY

By: _____

By: _____

Dated: _____

Dated: _____

DRAFT

EXHIBIT F

Affordability Restrictions

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF HANFORD IN ITS CAPACITY
AS HOUSING SUCCESSOR TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF HANFORD
319 N. Douty
Hanford, CA 93721
Attn: Executive Director

(Space Above This Line for Recorder's Office)

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS, ("Declaration"), is executed as of this _____ by _____, ("Declarant") in favor of the City of Hanford, a public body corporate and politic, in its capacity as Housing Successor to the Redevelopment Agency of the City of Hanford ("Agency").

WHEREAS, Declarant is the owner of real estate in the County of Hanford, State of California located at: _____, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant agrees to take title to the Property constructed and rehabilitated by the Agency utilizing Agency's Low Income Housing Funds (the "Funds"); and,

WHEREAS, the Agency has developed a program to increase, improve and preserve the supply of home ownership opportunities to individuals and families with low and moderate incomes; and,

WHEREAS, the California Community Redevelopment Law set forth at California Health and Safety Code Section 33000 et seq. imposes certain affordability requirements upon property benefitted by the Funds, which affordability restrictions are to be enforceable for a minimum 45 year period; and

WHEREAS, these restrictions are intended to bind all purchasers and their successors.

NOW THEREFORE, in consideration of the economic benefits inuring to the Declarant and the public purposes to be achieved under the affordable housing program, Declarant declares that the Property is held and will be held, transferred, encumbered, used, sold, conveyed and occupied subject to the covenants, restrictions, and limitations set forth in this Declaration, all of which are declared and agreed to be in furtherance of the plan for the rehabilitation and/or sale of the Property. All of the restrictions, covenants and limitations will run with the land and will be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, will inure to the benefit of the Agency and will be enforceable by the Agency. Any purchaser under a contract of sale covering any right, title or interest in any part of the Property, by

accepting a deed or a contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, any and all restrictions, covenant, and limitations set forth in this Declaration for the period of 45 years constituting the Affordability Period.

1. Declarations. Declarant hereby declares that the Property is and shall be subject to the covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of affordable housing purposes and use, and are established and agreed upon for the purpose of enhancing and protecting the value of the Property and in consideration for the economic benefits inuring to Declarant.

2. Restrictions. The following covenants and restrictions on the use and enjoyment of the Property shall be in addition to any other covenants and restrictions affecting the Property, and all such covenants and restrictions are for the benefit and protection of Agency, and shall run with the Property and be binding on any future owners of the Property and inure to the benefit of and be enforceable by the Agency. These covenants and restrictions are as follows:

a. Declarant covenants and agrees that from the completion date of construction until the expiration of the Affordability Period it shall cause the Property to be used for Affordable Housing. Unless otherwise provided in the Agreement, the term Affordable Housing shall include without limitation compliance with the following requirements:

b. Nondiscrimination. There shall be no discrimination against nor segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, or handicap in the sale, transfer, use, occupancy, tenure, or enjoyment of any of the Property, nor shall Declarant or any person claiming under the Declarant, establish or permit any practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of owners or vendees of the Property.

c. Principal Residence. The Property shall be sold or otherwise transferred only to natural persons, who shall occupy the Property as the transferee's principal residence. The foregoing requirement that the purchaser of each home constituting the Property occupy the home as the purchaser's principal residence does not apply to: (i) Declarant; (ii) persons, other than natural persons, who acquire the Property or portion thereof by foreclosure or deed in lieu of foreclosure; or (iii) qualified entities that acquire the Property or portion thereof, with the consent of the Agency.

d. Homeowner Income Requirements. The Property may be conveyed only to (a) natural person(s) whose annual household income at the time is not greater than 80% of the most recent annual median income calculated and published by HUD for the Hanford Metropolitan Statistical Area applicable to such household's size, and at an affordable price which allows monthly housing payments (principal, interest, taxes and insurance) of not more than 30% of the household's gross income. Item "a" above is hereinafter referred to as the Covenant and Restrictions.

3. Agency's Right to Purchase. If the Declarant (a) despite its good faith and best efforts to market to moderate income Households, including but not limited to working with a California licensed realtor to market and sell the home, cannot locate an Eligible Household to purchase the Unit within ninety (90) days after Declarant notifies the Agency in writing that he or she commences to market the Property; (b) transfers or attempts to transfer the Unit in violation of this Agreement; or (c) vacates, abandons or otherwise does not occupy the Property as its principal place of residence, the Agency, or its designee shall have the right but not the obligation, to purchase the Property at a price reflecting the Affordable Housing Cost using the maximum housing cost for a family of moderate income and the applicable Unit size as defined in the regulations governing Health and Safety Code Section 50052.5 (currently Title 25, California

Code of Regulations, Section 6932), or any successor thereto. This right to purchase shall be exercised by the Agency by delivery of written notice to Declarant within sixty (60) days of notice from Declarant that one of the events described in (a) through (c) has occurred. If Agency exercises its right to purchase the Property, then close of escrow shall occur no later than ninety (90) days following the opening of escrow.

4. Enforcement of Restriction. Without waiver or limitation, the Agency and/or the Authority shall be entitled to injunctive or other equitable relief against any violation or attempted violation of any Covenant and Restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof.

5. Exceptions. The following transfers of title to the Property or any interest therein are not subject to these affordability restrictions: transfer by gift, devise or inheritance to the spouse, issue or adopted child of the Declarant of the Property; transfer resulting from the death of an Declarant when the transfer is to a co-Declarant or joint tenant; transfer by an Declarant to any person who becomes a co-Declarant of the Property provided the Declarant retains at least a thirty-three percent (33%) interest in the Property and the co-Declarant agrees to become a co-Declarant under the Affordable Housing Covenant; transfer of title to a spouse resulting from divorce, decree of dissolution or legal separation or from a property settlement agreement incidental to such a decree in which one of the Declarants becomes the sole Declarant; or acquisition of title to the Property or interest therein in conjunction with marriage; a transfer between co-Declarants or a transfer by Declarant into an inter vivos trust in which the Declarant is a beneficiary and the Declarant continues to occupy the Property

6. Acceptance and Ratification. All present and future owners of the Property and other persons claiming by, through, or under them shall be subject to and shall comply with Covenant and Restrictions. The acceptance of a deed of conveyance to the Property shall constitute an agreement that the Covenant and Restriction, as may be amended or supplemented from time to time, is accepted and ratified by such future owners, tenant or occupant, and such Covenant and Restriction shall be covenant running with the land and shall bind any person having at any time any interest or estate in the Property, all as though such Covenant and Restriction was recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Notwithstanding the foregoing, upon foreclosure by a lender or other transfer in lieu of foreclosure, or assignment of a FHA-insure mortgage to HUD, the Affordability Period shall be terminated if the foreclosure or other transfer in lieu of foreclosure or assignment recognizes any contractual or legal rights of public agencies, nonprofit sponsors, or others to take actions that would avoid the termination of low-income affordability. However, the requirements with respect to Affordable Housing shall be revived according to their original terms, if during the original Affordability Period, the owner of record before the foreclosure or other transfer, or any entity that includes the former owner or those with whom the former owner has or had formerly, family or business ties, obtains an ownership interest in the Property.

7. Benefit. This Declaration shall run with and bind the Property for a term commencing on the date this Declaration is recorded in the Office of the Recorder of the County of Hanford, State of California, and expiring upon the expiration of the Affordability Period. The failure or delay at any time of Agency or any other person entitled to enforce this Declaration shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

8. Costs and Attorney's Fees. In any proceeding arising because of failure of Declarant or any future owner of the Property to comply with the Covenant and Restrictions required by this Declaration, as may be amended from time to time, Agency shall be entitled to recover its costs and reasonable attorney's fees incurred in connection with such default or failure.

9. Waiver. Neither Declarant nor any future owner of Property may exempt itself from liability for failure to comply with the Covenant and Restrictions required in the Declaration.

10. Severability. The invalidity of the Covenant and Restrictions or any other covenant, restriction, condition, limitation, or other provision of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration and each shall be enforceable to the greatest extent permitted by law.

11. Pronouns. Any reference to the masculine, feminine, or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

12. Interpretation. The captions and titles of the various articles, sections, subsections, paragraphs, and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

13. Amendment. No amendment or modification of this Declaration shall be permitted without the prior written consent of Agency.

14. Recordation. Declarant acknowledges that this Declaration will be filed of record in the Office of the Recorder of the County of Hanford, State of California.

15. Capitalized Terms. All capitalized terms used in this Declaration, unless otherwise defined herein, shall have the meanings assigned to such terms in that certain Agreement by and between Declarant and Agency, of even date.

16. Heading. The headings of the articles, sections, and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

17. Notices. Notices required to be sent to the Agency shall be sent by certified mail, return receipt requested, to the following address:

Agency:

317 N. Douty Street
Hanford, CA 93230
Attn: Executive Director
(559) 585-2516

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions on the date first written above.

DECLARANT

Name: _____

Date: _____

(attach notary acknowledgment)

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
) ss.
 COUNTY OF HANFORD)

On _____, 20____, before me, _____,
 Notary Public, personally appeared _____,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same
 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
 the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(SEAL)

EXHIBIT G

MEMORANDUM OF DEVELOPMENT COVENANT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Hanford in its capacity as Housing
Successor to the Redevelopment Agency
of the City of Hanford
317 N. Douty Street
Hanford, CA 93230
Attention: Executive Director

(space ABOVE LINE
reserved for RECORDER's USE ONLY)
MEMORANDUM OF DEVELOPMENT COVENANT

This Memorandum of Agreement ("**Memorandum**") is made as of month __, year , by and between City of Hanford, a municipal corporation, ("**City**"), and Self-Help Enterprises, a California non-profit corporation ("**Developer**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. THE CITY and Developer have entered into that certain Development Covenant dated as of even date herewith (the "**Covenant**"), pursuant to which, *inter alia*, Developer has agreed to complete certain development obligations, as more particularly described in the Covenant.
2. The sole purpose of this Memorandum is to give notice of the Covenant in the public records. This Memorandum does not provide a complete summary of the Covenant and in no way modifies the provisions of the Covenant, all of which provisions are specifically made a part hereof as fully and completely as if set out in full herein.
3. This Memorandum shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective legal representatives, successors and assigns.
4. This Memorandum shall be recorded in the real property records of the City of Hanford, California.
5. This Memorandum may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
6. This Memorandum shall terminate upon Completion of Construction in accordance with the provisions of Section 3.4 of the Covenant and the Sale of the Completed Project to a

Household Earning Not Greater than 80% AMI in accordance with the provisions of Section 4.1 of the Covenant.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the day and year first above written.

CITY:

CITY OF HANFORD, a municipal corporation,
IN ITS CAPACITY AS HOUSING
DEPARTMENT OF THE CITY OF HANFORD

DEVELOPER:

SELF HELP ENTERPRISES, a California non-profit corporation

By: _____

Name: Mario Cifuentez

Its: Executive Director

By: _____

Thomas J. Collishaw, President/CEO

Dated: _____

By: _____

Susan Long, Secretary

Dated: _____

STATE OF CALIFORNIA)
) ss
 COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

 Notary Public

(Seal)

Notice of Exemption 2020-48

To: ☐ Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

☒ County Clerk
County of Kings
Kings County Government Center
Hanford, CA 93230

From: City of Hanford
317 North Douty Street
Hanford, CA 93230

Project Title: Tentative Parcel Map No. 2019-01

Project Location – The property is located north and west of Parkside Drive, south of Woodland Drive (APN 011-100-065 and -011-100-066).

Project Location – City: Hanford **Project Location – County:** Kings County

Description of Nature, Purpose and Beneficiaries of Project: Tentative Parcel Map No. 2019-01 is a request to subdivide two parcels, totaling 38,332 sq. ft. (0.88 acres) into three parcels, Parcel A: 6,165 sq. ft., Parcel B – 9,866 sq. ft., and Parcel C – 11,429 sq. ft., in the R-L-5 Low-Density Residential zone district and utilize Section 17.50.210 to apply concessions to an affordable housing development.

Name of Public Agency Approving Project: City of Hanford, Planning Division

Name of Person or Agency Carrying Out Project: Self-Help Enterprises

Exempt Status: **(check one)**

- ☐ Ministerial (Sec. 21080(b)(1); 152698);
☐ Declared Emergency (Sec. 21080(b)(3); 15269 (a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption: State type and section number: 15332 In-fill development
☐ Statutory Exemption. State code number:

Reasons why project is exempt:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations
 (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
 (c) The project site has no value as habitat for endangered, rare or threatened species.
 (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
 (e) The site can be adequately served by all required utilities and public services.

Lead Agency

Contact Person: Gabrielle Myers Area Code/ Telephone: (559) 585-2578

Signature: _____ Date: October 27, 2020 Title: Senior Planner

- ☒ Signed by Lead Agency Date received for filing at OPR: _____
☐ Signed by Applicant