



City Council Meeting Agenda

October 17, 2023
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

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

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

ROLL CALL BY THE CITY CLERK:

PUBLIC COMMENT:

*Study Sessions are considered Special Meetings under the Brown Act. Accordingly, comments from the public are limited to items listed on the agenda (GC 54954.3a). Public Comment will be accepted during each agenda item. A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

STUDY SESSION:

- A. Presentation and Review of proposed amendments to the Council Handbook of Rules and Procedures and formal direction from Council on which elements to include in the final document

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. PUBLIC EMPLOYEE APPOINTMENT (GC 54957)
TITLE: Fire Chief
- B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC 54956.9(d)(4))
1 Case

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Pastor Bud Haskell

FLAG SALUTE:

RECOGNITION:

- A. Proclamation of Down Syndrome Awareness Month and presentation of a Certificate of Recognition to Daniel Coakley

COUNCIL REPORTS/GENERAL REPORTS:

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

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. State law does not allow the Council to discuss or take action on issues not on the agenda, except that members of the Council or staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights (Gov. Code sec. 54954.2). A maximum of three minutes is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.

CONSENT CALENDAR:

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

- A. Procedural Waiver: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.
- B. City Clerk: Appointment of James Nelson to the Parking and Traffic Commissioner vacancy with a term ending on 12/31/2023
- C. Parks and Community Services: Acceptance of an anonymous donation of Christmas and holiday decorations to enhance the Winter Wonderland event
- D. Community Development: Second Reading of Ordinance. 23-06, approving Prezone No. 0001-23. The project pertains to land proposed to be annexed, under Annexation 162, south of Hanford-Armona Road, east of 13th Avenue (APN 011-040-030).
- E. Public Works: Approval of the Notice of Completion for the FY 23 Manhole and Valve Cover Adjustment Project, for a final contract price of \$189,964.95 and authorization for the Mayor to execute and the City Clerk to attest and file said Notice with Kings County Recorder's Office.
- F. Public Works: Approval of the Notice of Completion for the FY 23 Sanitary Sewer Manhole Repair and Recoating Project, for a final contract price of \$118,763.56, and authorization for the Mayor to execute and the City Clerk to attest and file said Notice with Kings County Recorder's Office.
- G. Police: Approval of an Addendum to the existing contract, between Hanford Joint Union High School District and the City of Hanford, outlining specific coverage and overtime compensation for the School Resources Officer Program (SRO) Contract to cover school events

PUBLIC HEARING:

- A. City Attorney: Public Hearing to accept comments regarding the adoption of the

Resolution of Necessity 23-40 R for APN 001-040-015 (the “Property”) authorizing the City Attorney to take the steps necessary to finalize the acquisition of the property for the widening of 12th Avenue by the City (the “Project”).

GENERAL BUSINESS:

- A. Community Development: Approval of Historic Resource Permit number HRA 0012-23: A request to replace the door, side windows, and frame, due to vehicular damage, at 201 N. Douty Street, within the Historic Overlay Zone District.
- B. Public Works: Authorization for the City Manager to execute a Utility Easement Agreement with Valley Strong Credit Union; and authorization to offer Grant of Easements for utility purposes to Southern California Edison across the city parking lot property (APN 012-022-011) located adjacent to Valley Strong Credit Union (216 W Eighth Street).
- C. Parks and Community Services: Award of a contract with Melton Design Group for the professional architectural and engineering design services for Heroes Park, in the amount of \$1,044,840, and authorization for the City Manager to execute the professional services agreement.

COUNCIL COMMENTS AND COMMUNICATIONS:

At this time, any Council Member may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they may request staff to report back to the Council at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (GOV. CODE SEC. 54954.2)

A. Council Future Agenda Items

B. Upcoming Events and Important Dates:

October 21& 28: Free Fitness Court Classes at Hidden Valley Park 8:00 a.m. - 9:00 a.m.

October 27: Hanford Haunted House at the Old Courthouse, 113 Court Street, 6:00 p.m. - 10:00 p.m. [More Info](#)

November 6: Special Joint Meeting, City Council and the Planning Commission

November 7: Regular City Council Meeting

November 10: Public holiday, City offices will be closed

November 21: Regular City Council Meeting

ADJOURNMENT:

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

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



AGENDA STAFF REPORT

MEETING DATE: 10/17/2023	AGENDA SECTION: STUDY SESSION
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SUBJECT:

Presentation and Review of proposed amendments to the Council Handbook of Rules and Procedures and formal direction from Council on which elements to include in the final document

RECOMMENDATION:

Recommendation: That the City Council provide direction to staff on the final amendments to the Handbook and direct staff to bring back a Resolution to adopt the changes.

BACKGROUND:

Historically, past City Councils have adopted various policies and rules pertaining to City Council meetings, decorum, appointments to Commissions, and several other subjects. These policies were memorialized in a varied manner as resolutions, ordinances, and regular documents, all of which had been officially approved at Council meetings.

On June 21, 2016, the Hanford City Council formally adopted the Handbook of Rules and Procedures, in order to create one (1) single document for all rules and procedures and to eliminate the multiple references to other regulations. Since the initial adoption, there have been several amendments to the Handbook, which have included, but are not limited to, changes to the length of the Public Comment period and the size of various commissions.

At the May 16, 2023 Council meeting, during the Future Agenda Items section of the agenda, a request was made for a formal review of the Handbook by this Council and the matter was scheduled based on Council Consensus to move the item forward to a regular agenda. In response to the formal request by Council, staff felt that it was the ideal time to review the full document with the current Council and get direction any potential amendments.

On August 1, 2023, Council received an overview of the Handbook, which included a few staff-level amendments, and provided extensive directions on additional amendments that Council wanted to see added, deleted or modified. All edits are noted in the attached "redline" version of the handbook.

Some of the major changes are as follows:

- Clarification of the time frame for the selection of Mayor and Vice-Mayor
- Removal of city departments as that information is regularly updated in the Council-adopted budget
- Clarification on Study Sessions and the legal ability of Council to provide formal direction on those matters

- Amendments to the "Components of the Meeting" to reflect current practice
- Addition of a policy on the useage of electronic communication by Council members while on the dais

Commissioner Handbook

What information the City has previously had related to commissions has been contained in the Council Handbook. Because the city commissions play a separate, but important role, staff is proposing to have Council adopt a separate Commissions Handbook. A first draft of that document is attached for Council review and direction on this handbook will also be accepted during the Study Session.

FISCAL IMPACT:

ATTACHMENTS:

1. Handbook of Rules and Procedures - 2023 Redline Draft
2. City of Hanford - Commissioner Handbook - Draft

HANDBOOK OF RULES AND PROCEDURES

HANFORD CITY COUNCIL



PREFACE

As provided by California Government Code Section 36813, the City Council of the City of Hanford established the Handbook of Rules and Procedures contained therein. The Handbook shall be in effect upon adoption by the City Council and shall remain in effect until such time as it is amended or new rules are adopted in the manner provided herein.

In addition to the Handbook of Rules and Procedures, the City Council has included in this document other information which may be useful to the City Council, Commissions, administrative staff, and the general public. This document is to be known as “The Handbook of Rules and Procedures of the City Council of the City of Hanford.”

Adopted: June 21, 2016

Resolution: 16-31-R

Amended: June 6, 2017

Resolution: 17-34-R

Amended: August 15, 2017

Resolution: 17-44-R

Amended: July 7, 2020

Resolution: 20-14-R

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CHAPTER 1 GENERAL INFORMATION, POWERS AND DUTIES

A. THE CITY OF HANFORD

The City of Hanford has a City Council/City Manager form of government.

Under this form of government, the elected City Council sets the policies for the operation of the Hanford City Government. The Council is responsible to the citizens for:

- Establishing community-wide goals that address ~~short and long range~~short- and long-range needs.
- Formulating policies that define a course of action that shape city operations.
- Providing quality services within available resources.
- Acting as a link between the professional staff and local citizens.

City Council members are local leaders. The electorate expects the Council to set the tone and direction for municipal operations. Strategic planning and goal setting are the tools that enable a Council to define their vision and determine methods for accomplishing their goals.

The administrative responsibility of the City rests with the City Manager, who is appointed by the City Council. The City Manager has the responsibility to apply and administer Council's policies through the day-to-day operation of the City. The City Manager is the chief administrative officer of the city and directs the totality of city operations.

Teamwork between the Council and the City Manager is a key element of the council-manager form of government. The pooling of skills is essential to resolve the many complex problems that face the City today. The council-manager form of government seeks to enhance the effectiveness of local policy-making and municipal operations by bringing together skilled lawmakers, community representatives, and experts in municipal administration and management.

B. COUNCIL ELECTIONS

The City Council consists of five (5) members, elected by district. Each Council Member serves four-year staggered terms, without limit. Elected Officials serve until his/her successor has been elected and qualified. Elections are held in November of even numbered years.

C. VACANCIES

Vacancies on the City Council shall be filled in accordance with California Government Code 36512.

California Government Code Section 36502 specifies the conditions under which a vacancy occurs.

D. MAYOR/VICE MAYOR SELECTION

Following a General Municipal Election, the Mayor and Vice-Mayor shall be selected at the meeting where election results are confirmed and the new City Council members are seated. (This meeting will either be in late November or early December).

In alternating years (i.e. when there is no General Municipal Election) the Mayor and Vice-Mayor shall be selected at the first Regular City Council meeting in December.

Although the Mayor and the Vice-Mayor have additional ceremonial, parliamentary and administrative responsibilities as described below and elsewhere in this Handbook, with respect to the establishment of policies, voting, and in other significant areas, all members are equal~~The Mayor and Vice Mayor are members of the City Council and selected by the Council and not elected by the voters.~~ These positions typically serve a period of one (1) year.

E. MAYOR AS PRESIDING OFFICER AND DUTIES THERETO

The Mayor shall be recognized as the official head of the City of Hanford for all ceremonial purposes and by the Governor for military purposes. In the time of public danger or emergency, the Mayor may, with the consent of the City Council, cause order to be maintained and enforce laws. The Mayor shall act as the Presiding Officer at all meetings of the City Council and perform such other duties consistent with the office as may be imposed by the City Council. The Mayor may move, second, and debate from the Chair, subject to such limitations of debate as are imposed on all Council Members by these rules and shall not be deprived of any of the rights and privileges of a Council Member as such Presiding Officer. The Mayor shall possess no veto power.

The Mayor shall preserve strict order and decorum at all times. The Mayor shall state each item coming before the City Council, and shall upon conclusion of said presentation related thereto call for the vote. Following the vote, the Mayor shall announce the results of the vote. The Mayor is eligible to vote on all motions, and shall direct the order of participation of Council Members. The Mayor shall, in all instances, have the last chance to speak. The Mayor shall sign all

ordinances and resolutions adopted by the City Council during the Mayor's presence. The Mayor shall sign all agreements and/or contracts, except where otherwise instructed or set forth by policy.

F. VICE MAYOR

In the absence of the Mayor, the Vice Mayor shall possess and perform the power and duties of the Mayor. In that capacity, the Vice Mayor shall sign ordinances and resolutions adopted in his/her presence. The Vice Mayor shall also sign all agreements and/or contracts, except where otherwise instructed or set forth by policy.

G. COMPENSATION

Salaries for the City Council Members may be fixed in accordance with Section 36516 of the Government Code of the State of California. Council Members may be reimbursed for actual and necessary expenses incurred in the performance of their official duties as allowed by Government Code Section 36514 and any resolutions or ordinances adopted by the City.

H. CITY MANAGER

The City Manager, appointed by the City Council, is responsible for the overall administration of the City in response to the policies and programs established by the City Council. The City Manager is responsible for forecasting the program and service needs of the City and its related financial, personnel, and capital improvement requirements. The City Manager is a significant liaison with the community and other levels of government.

I. CITY CLERK

The City Clerk is appointed by the City Manager and is the local official for elections, local legislation, the Public Records Act, the Political Reform Act, and the Brown Act (open meeting laws). The City Clerk, in consultation with the City Attorney, ensures that actions are in compliance with all federal, state and local statutes and regulations and that all actions are properly executed, recorded, and archived.

The statutes of the State of California prescribe the basic functions and duties of the City Clerk, and the Government Code and Election Code provide precise and specific responsibilities and procedures to follow.

The Office of the City Clerk is a service department within the municipal government upon which the City Council, all city departments, and the general public rely on for information regarding the operations and legislative history of

the city. The City Clerk serves as the liaison between the public and City Council and provides related municipal services. The City Clerk provides clerical support to the City Council.

J. CITY ATTORNEY

The City Attorney, appointed by the City Council, is responsible for providing necessary legal services and guidance to the City Council, the City Manager, department heads, and city boards, commissions and committees to ensure that city functions are performed on a sound legal basis.

In the event that it is deemed necessary and in the best interest of the City to contract for either Special or Conflict Counsel to act in the place of the City Attorney, the City Manager shall bring forth a recommendation to the City Council for approval at a regular or special meeting and be designated to execute the necessary documentation to facilitate those contracts. If outside legal counsel is required due to a reason other than a conflict of interest affecting the City Attorney, the City Manager shall confer with the City Attorney regarding the hiring of Special Counsel.

Communications from the City Attorney's Office may be confidential and shall be treated as attorney-client privilege. Only the City Council, as an entire body, may waive the privilege, and not individual Council Members.

During the normal course of a Council Member carrying out the duties of office, it is common practice to discuss issues or ask questions of city staff, including the City Attorney. For the purpose of this policy statement, the intent is to regulate an individual Council Member's authority to cause work to be performed by the City Attorney.

When an individual Council Member poses a question to the City Attorney, the City Attorney shall estimate the amount of time required to answer the question. In the event the City Attorney believes the amount of time for research involved in answering the question will generate a bill in excess of \$600.00, the City Attorney will notify the Council Member that the answer will exceed policy limitations. If the submitting Council Member continues to seek an answer to the question, the Council Member will pose the question to the Council, as a body, at a Council Meeting and must obtain a consensus of the majority of the Council Members present at the meeting in order for the City Attorney to work on the question.

Legal work involving questions or inquiries that require less than \$2,500.00, per year, in billable hours by the City Attorney may be authorized by the submitting Council Member without the need of obtaining the Council's approval.

K. TRIANGLE OF POLICY, PROCESS & PRODUCT

The City Council establishes the Policy—establishing vision and direction for the community’s future.

The City Clerk, in consultation with the City Attorney oversees the Process—ensuring that the decision-making process complies with federal, state, and local regulation and that it is properly recorded.

The City Manager provides the Product—which is the primary reason for the existence of local government: to provide services to the taxpayer that the taxpayers cannot (or will not) provide for themselves.

L. MUNICIPAL CODE

The Hanford Municipal Code sets forth the regulatory, penal and administrative laws of general application to the city. These laws are enforceable by the City, and violation constitutes a misdemeanor or infraction.

Other directives and policies of the City Council are recorded in resolutions or by minute action of the Council.

M. INTERFERENCE IN STAFF FUNCTIONS

The City Council shall deal with the administrative services of the City through the City Manager, except for the purpose of inquiry, and neither the City Council nor any member thereof, shall give orders to subordinates of the City Manager. *No member of the City Council shall publicly criticize or censure any staff member of the City, and shall instead relay any criticism of a staff member privately through the City Manager.*

The City Council shall deal with the Office of the City Attorney only through the City Attorney or his/her designees, except for the purpose of inquiry, and neither the City Council nor any member thereof, may give orders to subordinates of the City Attorney without the City Attorney’s consent.

N. ~~CITY DEPARTMENTS~~

~~Administration—In addition to the City Manager and City Clerk, the administrative office also includes Human Resources, Information Technology and the Airport division. Human Resources is responsible for risk management, insurance services, and the city's comprehensive personnel program, including recruitment, classification, compensation, employee benefits, safety administration, and employee training.~~

~~Information Technology is responsible for design and maintenance of the city's software systems and administration of the City's Local/Wide Area Network. This division also manages the City's web services and intranet.~~

~~Airport operations oversee all matters pertaining to the airport.~~

~~Finance—The Finance department is composed of two divisions, the Accounting division and Utility Billing division. The Accounting division is responsible for cash management, financial management services, payroll, purchasing, accounts payable and receivable, and business license administration.~~

~~The Utility Billing division is responsible for customer services for Refuse, Sewer, and Water operations. This includes all billing, collections, and adjustments as necessary.~~

~~Community Development—The Community Development department includes three divisions: Planning, Building, and Housing. The Planning division is responsible for administering the city's general plan and zoning ordinance, and provides support services to the planning commission.~~

~~The Building division is responsible for ensuring that construction activities in the city meet all requirements of the *Uniform Building Code*. The division issues building permits and provides inspections as needed to ensure that buildings are constructed in accordance with the approved plans. The Building division also provides city-wide code enforcement services and abates dangerous buildings to ensure they do not pose a hazard to the community.~~

~~The Housing division is responsible for assisting in the development, rehabilitation and maintenance of affordable housing in our community. This division provides funds for the CDBG Housing Rehabilitation Grant Program, the BEGIN/HOME Programs, First-Time Homebuyers Program, and the processing and monitoring of all housing rehabilitation projects.~~

~~Parks & Community Services—The Recreation division operates recreational and leisure activities for the community of Hanford. It is composed of administrative services, sports, youth/cultural/special events, Longfield Center, aquatics, senior center, teen center, facilities management, and therapeutic recreation. Hanford's recreation department offers a full range of recreational activities for nearly every segment of our community. The Parks and Community Services department provides recommendations to the Parks and Recreation Commission.~~

~~The Parks division is responsible for maintaining the aesthetic and recreation value of city property including city parks, street medians, athletic fields, city parking lot landscapes, the Industrial Park, Airport Park, and the Intermodal Station. The division designs and constructs streetscape improvement projects within the Downtown District; administers the Landscape Assessment District contracts; repairs citywide irrigation systems; performs annual playground safety inspections; and conducts repairs and upgrades to existing playgrounds.~~

The Facilities division is responsible for the maintenance and repair of all city owned facilities. This includes the civic auditorium, city offices, veterans building, historic courthouse, intermodal facility, public works corporation yard, wastewater treatment plant, Longfield Center, aquatics facility, police department, and fire stations. This is accomplished through a staff of full time and part-time employees.

Public Works — The most complex department in the City of Hanford is the public works department. It is composed of Administration/Engineering, Streets, Refuse, Fleet, Wastewater, and Utilities.

The Administration and Engineering division is responsible for the design and supervision of all capital improvement projects as well as administering the entire public works department. This division is also responsible for providing recommendations to the City Council and Commissions.

The Streets division is composed of two programs: street maintenance and street cleaning. Street maintenance is primarily responsible for maintenance of local streets and city parking lots as well as supervising painting activities, maintenance of traffic signals and streetlights, and other maintenance activities. The street cleaning program is responsible for sweeping of all city streets on a periodic basis.

The Wastewater Treatment plant is a sophisticated, multimillion-dollar facility responsible for the treatment and recycling of all city wastewater. This division is also responsible for maintaining the sanitary sewer collection system. The plant uses state of the art techniques and continues to meet all applicable water quality standards.

The Refuse division provides refuse pickup, recycling, and disposal services for all businesses and residents of the city, as well as some residents located in unincorporated areas around the city.

The Fleet Maintenance division is responsible for maintaining and managing a diverse fleet of equipment including sedans, police vehicles, street sweepers, refuse trucks, motor graders, sewer cleaning equipment, fire vehicles, and other specialized pieces of large and small equipment. The city's fleet maintenance program is set up as a leasing operation with all costs accumulated in this program and charged out to city departments.

The Utilities division is composed of two program areas: storm sewer maintenance and water operations. The storm sewer maintenance section is responsible for maintaining storm drain facilities within the city. The water operations section is responsible for the operation and maintenance of the city water system.

Police — The Police department is responsible for providing police services to preserve the peace and ensure the general safety and welfare of city residents and visitors. The department is organized into multiple areas: support services, records and communications, operations, narcotics task force, traffic enforcement, school resource officer program, and the problem-oriented policing (POP) program. These divisions work cooperatively to maintain a low crime rate with a community approach to law enforcement.

The Support Services division is responsible for the overall administration of the police department and investigative services. This division also administers the Gang Resistance Education (G.R.E.A.T.) program in conjunction with the Hanford Elementary School District and Hanford Joint Union High School District.

The Records and Communications division is responsible for providing communications, clerical support, and police records management for the police department.

The Operations division is responsible for patrol services, traffic enforcement, and development of a highly responsible force for both emergency and service needs.

The Traffic Enforcement division focuses on traffic education and enforcement, driving under the influence enforcement, seat belt and child restraint education, and bicycle and pedestrian safety in our community.

The School Resource Officer (SRO) program is a cooperative program with the Hanford Joint Union High School District and the purpose of the program is to provide guidance to our youth and to maintain a safe environment at the three (3) Hanford High School campus sites.

The Problem Oriented Policing (POP) program provides specialized police services through community partnerships with citizens to reduce criminal activities in our community. The division concentrates its efforts on developing specific strategies and projects to solve issues within the community.

Fire — The fire department is responsible for the prevention and suppression of fires in the community. The department is broken into two divisions: administration/suppression and fire prevention.

The Administration/Suppression division is responsible for administering the department, as well as providing suppression services when fires occur.

The Prevention division is responsible for building inspections, plan review, weed abatement, and citizen education programs.

CHAPTER 2 CITY COUNCIL MEETINGS

A. RULES OF ORDER

The City Council shall determine its own rules of order and amend them from time to ~~time, or time or~~ adopt new rules as it deems necessary. The City of Hanford shall follow Rosenberg's Rules of Order and incorporate the procedures set forth in this chapter.

The City Attorney acts as the parliamentarian and advises the Mayor when points of order are raised.

B. REGULAR MEETINGS

Regular meetings of the City Council shall be open to the public and held on the first and third Tuesdays of every month, at the hour of 7:00 p.m. The business to be considered during the council meeting is detailed on a printed agenda. State law (the Ralph M. Brown Act) requires that public notice be given at least 72 hours before the regular meeting indicating the time and place of the meeting. An agenda of each meeting is posted at City Hall. Regular meetings may be adjourned or continued to a specified time and place.

Whenever the day fixed for any regular meeting of the City Council falls upon a day designated as a holiday, such meeting may be held at the same hour on the next succeeding day, not a holiday, as if it were a regular meeting or the meeting may be cancelled.

C. SPECIAL MEETINGS

A special meeting may be ordered whenever the public business may require it or upon the request from three members of the City Council. Whenever a special meeting shall be called, notice of such meeting shall be provided at least 24 hours prior to the time of the meeting pursuant to State law.

Ordinances **may not** be adopted at special meetings; only urgency ordinances may be adopted at such meetings. Items not listed on the agenda shall not be considered at the special meeting.

D. STUDY SESSIONS

The City Council may meet in a "study session" for the purpose of acquiring information on a particular subject(s) ~~or hold "work sessions" for the purpose of~~ collaborating with the public through individual public comment periods. These sessions are considered special meetings that shall be open to the public and comply with the Brown Act. Additionally, as special meetings, Council may

provide formal direction to staff on consistent with the agenda wording for each item.

E. CLOSED SESSIONS

Consistent with Government Code Section 54954.2 the Council may hold closed sessions during any regular or special meeting, or any time otherwise authorized by law to consider or hear any matter which is authorized by State law to be heard or considered in closed session.

The general subject matter for consideration shall be expressed in an open meeting before such session is held. After closed session the legislative body must reconvene to open session and may be required to disclose action taken, if any.

Closed sessions may be held to discuss certain matters specified by law, including:

- Personnel matters to consider the appointment, employment, performance, or dismissal of a public employee
- Matters of national and public safety
- Labor negotiations
- License applications by persons with criminal records
- Real estate negotiations
- Anticipated litigation

The legislative body in a closed session can consider only matters covered in its agenda descriptions. City Council Members shall keep all written materials and verbal information provided to them in closed session in complete confidence in accordance with Government Code section 54963. No mention of information in these materials should be made to anyone unless allowed by this statute.

If the City Council in closed session has provided direction to city staff on proposed terms and conditions for any type of negotiations whether it be related to property acquisition or disposal, a proposed or pending claims or litigation, and/or employee negotiations, all contact with the other party should be by the designated representative handling the negotiations or litigation. A Council Member should not have any contact or discussions with the other party or its representative(s) involved concerning the negotiation during this time and not communicate any discussion conducted in closed sessions. All public statements, information, press releases, should be handled by the designated representative or spokesperson.

Government Code Section 54963 (a) – (f) outlines the injunctive relief and disciplinary actions that may be imposed on those who divulge confidential

closed session discussions, without first receiving authorization from the legislative body.

F. EMERGENCY MEETINGS

Emergency meetings may be called by the City Council with one-hour notice to its members and local news media. The City Council **may not** meet in closed session during an emergency meeting. Except for the 24-hour notice requirement, the special meeting requirements set forth above shall apply in emergency meetings.

G. AGENDA

In order to facilitate the orderly conduct of the business of the citizens of Hanford, the City Manager and City Clerk shall set the agenda, in addition to any direction by the City Council. The City Clerk shall arrange such matters as may have been timely provided, for inclusion in the agenda. Copies of the agenda are available at City Hall and at the council meeting, as well as posted on the city's website.

H. CALL TO ORDER

The meetings of the City Council shall be called to order by the Mayor, or in the Mayor's absence, by the Vice Mayor. In the absence of the Mayor and Vice Mayor, the meeting shall be called to order by the most senior Council Member present. This person shall serve as the Council's presiding officer until the arrival of the Mayor or Vice Mayor, or until adjournment of the meeting.

I. QUORUM

Three members of the City Council shall constitute a quorum for the transaction of business. A majority of a quorum shall be sufficient to pass any action taken by the City Council except on such matters, which, by law, require a greater majority. All ordinances require at least three affirmative votes. Approval of resolutions and all orders for the payment of money also require an affirmative vote by a majority of the entire Council.

J. LACK OF QUORUM

If a majority of the City Council are absent from any meeting, the remaining members of the City Council may declare the meeting adjourned or if no member of the City Council is present, the City Clerk may adjourn the meeting. If a meeting is adjourned for less than five calendar days, no new agenda need be posted so long as a new item of business is not introduced. A copy of the order of adjournment must be posted within 24 hours after the adjournment, at or near the door of the place where the meeting was held.

K. RULES OF DISCUSSION

1. Motions

Action items listed on the council agenda in accordance with applicable ~~law~~, ~~or law or~~ added as an action item on a council agenda, in accordance with applicable law, may be voted on by the council.

Following a presentation of the item by staff, the Mayor will open discussion to the City Council for questions and comments. When there appears to be no further discussion or all of the Council Members have had the opportunity to speak, the Mayor may call for a motion.

Motions may be made by any member of the council, including the presiding officer, providing that before a motion is offered by the presiding officer, the opportunity for making a motion should be offered to the other members of the council. Any member of the council, other than the person offering the motion, may second a motion. Following a motion and a second, and any further discussion, the Mayor shall call upon the City Clerk for the vote.

2. Voting

The City Council ~~utilizes an electronic voting system.~~ In the absence of an electronic voting ~~system~~ device, votes by “voice vote” on all matters before it, unless a roll call vote is required by law or is requested by the Mayor. Unless a Council Member states that he or she is not voting, silence shall be recorded as an affirmative vote. The Presiding Officer shall announce the results of the vote.

A majority, also known as a simple majority, is a subset of a group that is more than half of the members present.

A two-thirds majority means that two-thirds of the quorum must agree to the proposition. It is much stronger than a simple requirement. In the event of an absence the vote would have to be unanimous.

3. Abstention/Recuse: Conflict of Interest

Council Members shall disqualify themselves if they have a financial conflict of interest or any other disqualification prescribed by law in a matter before the City Council. In such event, they may not participate in the discussion or the vote. Council Members shall state the specific reason for such disqualification. The disqualified Council Member shall leave the Council dais until the conclusion of the agenda item unless applicable State law or regulations permit otherwise.

It should be noted, however, a Council Member may speak as a member of the public, on his/her own behalf – as opposed to on behalf of someone else – on a matter that directly affects his/her financial interest even when conflicted out. Thus, while a Council Member would have to disqualify him/herself on a matter affecting a piece of property in which the Council Member has a financial interest, he/she could address the Council, speaking to what the impact would be to his/her property.

In some instances, a Council Member may determine that it is appropriate to abstain from voting on a matter even though no financial conflict of interest exists. If a City Council member abstains from voting, their vote will count as a negative. A Council Member is counted as present for quorum purposes, but his/her abstention is effectively a negative vote. For example, if a matter requires three affirmative votes for approval and one Council Member abstains, at least three other Council Members must cast affirmative votes for the matter to be approved.

4. Tie Votes

A tie vote results in a lost motion. In such an instance, any member of the Council may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal, and affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

L. RECOGNITION TO SPEAK, COUNCIL MEMBER

Every Council Member desiring to speak shall address the Mayor and, upon recognition by the Mayor, shall confine his or her remarks to the item coming before the City Council.

1. Interruptions:

A Council Member, once recognized, may voice concerns, comments or ask staff to provide explanation or clarification of the item before the City Council, without interruption, unless out of order with the rules and procedures established herein and/or the Mayor call the item to order.

2. Public Hearings:

Council Members should not speak to the merits of an issue, other than to ask questions, until the public comment has been closed.

~~M. COUNCIL MEMBERS' OBLIGATION AFTER ABSENCE~~

~~When a Council Member is absent from an earlier meeting at which a matter was discussed, it shall be the duty of that Council Member to become acquainted with the issues discussed by reading the documents presented, reviewing the minutes~~

~~from the meeting in which that item was discussed, listening to or viewing the taped recording of the meeting missed in order to further participate in future discussions and/or vote on the item.~~

N. ADJOURNMENT OF MEETING

Regular meetings shall conclude no later than 10:00 p.m., unless the time is extended by a majority consensus of the Council.

The Mayor shall adjourn the meeting. In the instance of the lateness of the hour the Mayor may also adjourn the meeting to a date and time specific to continue discussions on either the remainder of the agenda or on a specific item for discussion.

O. RECESS

At any point during a meeting the Mayor may call for a brief recess.

P. AGENDA ITEMS OUT OF ORDER

The Mayor may, with the consent of the City Council, modify the order of the agenda at the meeting, if such modifications would promote fluidity in the process and discussions.

Q. AUDIO RECORDINGS

All regular meetings (except closed sessions) of the City Council are audio recorded, as well as special meetings. Workshops or meetings that require extensive interaction with the public, staff, and City Council may not be recorded if the length of the meeting is anticipated to be unusually long or if simultaneous discussions are expected to occur.

R. VIDEO RECORDINGS

All regular meetings (except closed sessions) of the City Council are video recorded, as well as any special meetings held in the Council Chambers. The City of Hanford allows the use of additional recordings as long as they are not being disruptive to the proceedings or to those in attendance. Any equipment being used should not block aisles, exits, or the view of others. If the use of equipment is determined to be disruptive by the legislative body, the use of said equipment may be banned. Council has identified an area against the East wall of the Chambers, just south of the Director's box, where all video camera equipment should be setup for recording.

S. AGENDA FORMAT FOR MEETINGS

The agenda format for the Hanford City Council ~~and Commission meetings~~ will be prepared to allow for an efficient method to conduct city business. The format and order of business will be established by the City Clerk, unless modifications are approved by the City Council.

T. COMPONENTS OF MEETING

The following sections of a regular meeting agenda shall set forth the guidelines of decorum for each respective section of the agenda.

1. Public Comments

For regular meetings, this is the time for citizens to comment on subject matters within the jurisdiction of the Hanford City Council, including matters listed on the meeting's agenda and other matters not appearing on the agenda. For special meetings, citizen comments are limited to matters on the agenda and public comment will be accepted after each agenda item. The Council cannot legally discuss or take official action on citizen requests that are introduced under this section.

This is also the time for citizens to comment on items listed under the Consent Calendar or General Business, or to request an item from the Consent Calendar be pulled for discussion purposes. Comments related to Public Hearing items will be heard at the time the item is discussed.

Each speaker will be allowed **three minutes**, but the Mayor has the discretion to shorten the time limit to make an efficient use of the Council's time. As a courtesy, but not required, the speaker should state his/her name and provide their city of residence.

Any documents submitted by a member of the public to the City Clerk for the purposes of handing out to the City Council will be distributed and made a part of the record. The City Clerk will **not** read the documents out loud, but note who the correspondence was from.

2. Council Reports/General Reports~~Staff Communications~~

Brief, information-only reports, from City Council and/or Staff may~~will~~ provide updates to the City Council on major events or projects that may be of public interest. This is also the time for Council members to provide committee reports and to report on any meetings attended at the City's expense. ~~Any documents submitted by a member of the public to the City Clerk for the purposes of handing out to the City Council will be distributed and made a part of the record. The City Clerk will **not** read the documents out loud, but note who the correspondence was from.~~

3. **Consent Calendar**

All 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, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

4. **Public Hearings**

A public hearing is only required where a specific law or ordinance applicable to the item expressly requires a hearing or a hearing is required for constitutional reasons (usually to ensure "due process"). Sometimes the decision is made to hold a public hearing even though one is not required by law. In this case, the agenda documents will state that the public hearing is optional. Staff will open the item by providing a report ~~on the item~~, then the Mayor will open the hearing to public comments. Public comments are subject to the rules and regulation of the Hanford Municipal Code. After closing public comments, the Mayor will allow the Council to provide questions or comments to the staff prior to making a motion. Once public comments are closed it is inappropriate for the public to speak except to answer an inquiry of a Council Member addressed through the Mayor. However, public comments may be re-opened by a majority approval by the Council to hear new information.

5. **General Business**

Any other remaining items requiring action may be placed in this section. Items that do not need action, but are to provide informational or receive direction from the City Council may also be placed under General Business.

6. **Council Reports/Comments**

~~The City Council may report on other meetings or community events that they have recently attended. General announcements that may be of interest to the other Council Members or the public may be made at this time. If a Council Member receives any written correspondence that they would like to be a part of the record, they may announce that they received said correspondence and that it will be given to the City Clerk for distribution.~~

67. **Items for Future Agendas**

Any Council Member may request a matter which is not otherwise scheduled on a City Council agenda to be placed on a future agenda. The Council Member referring the item shall provide sufficient information as to the nature of the item. The City Council by concurrence of a majority may direct the City Manager to put the item on a future agenda.

U. **ORDINANCES**

Ordinances are the laws of the municipality. City councils are given the power to pass ordinances by Government Code Section 37100 as long as those

ordinances are not in conflict with the laws and Constitution of the State of California or the United States. Approval of an ordinance requires a first reading or introduction and a second reading and adoption, with at least five days between readings (except an urgency ordinance). The passage of an ordinance requires the affirmative votes of at least three (3) council members. The ordinance or a summary is then published in the local newspaper and becomes effective thirty (30) days later. The thirty (30) day time frame is known as a referendum period. A referendum period is required by state law and is a time frame in which any citizen can file a petition challenging the legality of a recently adopted ordinance. An ordinance is an action that can be repealed or amended only by a subsequent ordinance.

In matters deemed by the City Council to warrant immediate action to preserve peace, public safety or health, an urgency/emergency ordinance may be passed immediately upon introduction at either a regular or special meeting, and can be effective immediately.

V. RESOLUTIONS

A resolution sets forth the action of the council on certain types of policy, procedural, or administrative matters. It requires only one reading and may be changed by subsequent resolution.

W. RECOGNITIONS/PROCLAMATIONS

The City Council may recognize individuals, organizations, or activities during the meetings. Other organizations may also present recognitions to the City.

X. MINUTES

The City Council utilizes summary minutes, which include the motions made, action taken, and a brief summary of council, staff and/or public comments. The audio recording may be used for reference, but it is not the official record of the meeting.

The City Clerk shall prepare the Minutes, and upon approval of the City Council, it shall become the official record.

Y. APPEALS

The filing of an appeal shall have the effect of staying the issuance of any permit or action until such time as the matter on appeal is resolved. If there are subsequent items to come before the Council that are subject to the outcome of the appeal, those items shall be listed following the item for appeal on the agenda, the decision of which shall be factored upon the Council's decision on appeal.

CHAPTER 3 DECORUM

A. ENFORCEMENT OF DECORUM

The City Manager shall designate the Chief of Police, or his/her designated representative as a sergeant-at-arms when necessary to attend City Council meetings for the purpose of maintaining order and decorum in the City Council Chambers, lobby, or other designated meeting location. Upon instructions from the Mayor, the sergeant-at-arms shall eject any person from the City Council Chambers, in conformance with State law.

B. CONDUCT IN THE CITY COUNCIL CHAMBERS

1. Council Chambers Defined

Council Chambers shall be, in addition to the usual and customary meeting location, any location or facility wherein a majority of the legislative body may meet for an open and public meeting as defined by the Brown Act, whether it be a regular meeting, special meeting, or emergency meeting.

2. Council Dais

The City Council seating area, most commonly referred to as the Council Dais is restricted to Council and city staff at all times. Loitering or the dissemination of materials are not permitted in the area directly in front of the City Council seating area, commonly referred to as the well, unless invited by a Council Member to step forward. Written or photographic materials are to be handed to the City Clerk for dissemination to the Council, and made part of the record.

3. Usage of Electronic Communication Devices at the Dais

It shall be the policy of the City Council that City Council Members, and any other members of the City's Boards, Commissions, and Committees, shall not use electronic communications (i.e. text, emails) with anyone in the public, or between themselves, while at the dais and/or participating in a public meeting.

4. Rules of Decorum for the Public

Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, and stamping of feet or other acts which disturb, disrupt, impede or otherwise render the orderly conduct of the city meeting infeasible. A member of the audience engaging in any such conduct shall, at the discretion of the presiding officer or a majority of the City Council, be subject to ejection from the meeting per Government Code Section 54954.3(c).

54. Rules of Conduct and Safety

When the City Council is in session, all persons present must preserve safety and order. Members of the public should sit in the seats provided, subject to ADA compliance, unless addressing the Council or entering or leaving the Council Chambers. Members of the public shall not block the aisles or exits in any manner. Members of the public should not bring audible equipment into the Council Chambers, including cellular phones or pagers, without first either turning said equipment off or to a silent mode.

65. Removal from the Council Chambers

Any person who commits the following acts in respect to a meeting of the City shall be removed from the Council Chambers per Government Code Section 54957.9.

- (a) Disorderly, contemptuous or insolent behavior toward the City or any member thereof, tending to interrupt the due and orderly course of said meeting; and,
- (b) A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting; and,
- (c) Disobedience of any lawful order of the Mayor, which shall include an order to be seated or to refrain from addressing the City Council; and,
- (d) Any other unlawful interference with the due and orderly course of said meeting.

C. COURTESY

1. Council Members

Council Members shall accord the utmost courtesy to each other, city employees and the public appearing before the City Council, and shall refrain at all times from rude and derogatory remarks, public criticism of staff, remarks as to integrity, abusive comments and statement as to motives and personalities.

2. Public Speakers

Members of the public have the right to attend City Council meetings and to address the City Council on specific agenda items and under the Public Comments section of the agenda. The right of the public to address the City Council includes their right to criticize the policies, procedures, programs, or services of the City, and the acts or omissions of the City Council members. Criticisms that do not relate to city business will not be tolerated.

While the City Council meeting is in session, all persons must preserve order and decorum. A person who addresses the City Council under a

specific agenda item or under Public Comments may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is outside of the Council's jurisdiction, repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The Mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If, after receiving such a warning, the person persists in breaching the rules of decorum, the Mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the Mayor or presiding officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the Mayor or presiding officer may direct the City Manager to contact law enforcement.

~~3. Appointed members of Commissions and Committees~~

~~Appointed members of Commissions and Committees of the City shall observe the same rules of order and decorum applicable to the City Council.~~

D. DISCIPLINING A DISRUPTIVE MEMBER

If one member engages in disruptive behavior, it is the responsibility of the City Council to remind the disruptive member about their duties. The failure of the governing body to deal with a misbehaving member or commissioner can also have legal consequences for the locality. For example:

1. A City Council member or Commissioner that mistreats staff members by using inappropriate language, asking the staff member to perform personal tasks, hugging or touching staff in an inappropriate manner, etc. may be putting the locality at risk for a lawsuit alleging harassment or a hostile work environment. If the governing body does not take appropriate steps to avoid the appearance of agreement with the objectionable behavior of a fellow member or commissioner, the inappropriate behavior may be considered to have been sanctioned by the governing body.
2. A member that leaks a confidential legal opinion of the local government attorney can result in the loss of the attorney client privilege and with the loss of the attorney client privilege it is possible the opinion can be used in court against the locality. In order to protect the attorney client privilege the other members of the governing body need to take affirmative action against the member that leaked the opinion.

In some instances meeting one-on-one outside of a public meeting can rectify a misunderstanding or correct inappropriate behavior. The manner in which a situation is addressed may be on a case by case basis. If the behavior continues or if the actions are more severe, the City Council may determine other methods of discipline.

The Mayor, with the approval by a majority of the Council, may remove a Commissioner from their seat. Similarly, a Council Member may be removed from his or her standing committee assignments as well as assignments to outside committees.

One of the most common forms of discipline is for the governing body to “censure” a fellow council member. A censure is a public statement condemning the member’s inappropriate behavior with the hopes of reforming him or her so that he or she will not behave in the same way again. Members can be censured for misconduct at meetings, failing to follow proper procedures, violating confidentiality, illegal or immoral conduct, absenteeism, lying, disloyalty, working against the organization, conspiracy, and violating other values that the Hanford City Council holds dear. With a consensus of the Council, a censure may be placed on a future agenda. Censures are then approved by a resolution.

E. NOISE IN THE LOBBY

Noise emanating from the lobby outside the City Council Chambers which disrupts City Council meetings shall not be permitted.

F. DISTRIBUTION OF LITERATURE AND OTHER MATERIALS IN CITY COUNCIL CHAMBERS

No person, other than city staff, shall distribute flyers, leaflets, placards or other literature or circulate any petition within the City Council Chambers.

Flyers, leaflets, placards or literature may only be distributed to the Council by a member of the public under Public Comments, or by a project applicant/appellant pertaining to city business as may be referenced on the agenda, by approaching the City Clerk and requesting such material be distributed on their behalf.

Hand-held signs are permitted in the Council Chambers, but they cannot block the view of others in the audience or prevent the public from freely entering or exiting the room.

CHAPTER 4

PROCLAMATIONS, CERTIFICATES, AND OTHER ACCOLADES

A. PURPOSE

The purpose of this policy is to establish uniform procedures, criteria, and identify authority.

B. GUIDELINES

The following are basic guidelines for recognition.

Proclamations – Generally proclaims certain periods of time (days, weeks, or months) in honor of an event or activity. Proclamations also may recognize individuals for extraordinary contributions they have made to the community. They contain several biographical or informational paragraphs. Examples include Fire Prevention Week, Arbor Day, and American Red Cross Month.

Certificates – Certificates are prepared in response to the type of recognition desired and are to express appreciation for exemplary service or performance to individuals, teams, or organizations.

Other Tokens of Appreciation – These items include various forms of Hanford memorabilia and are distributed at the discretion of individual City Council Members, City Clerk or City Manager. For example, the City Clerk is often contacted for lapel pins and forwards them to the requesting parties.

C. POLICY

It is the policy of the City of Hanford to recognize individuals and/or organizations for their outstanding performance, or honor special events and dates with proclamations, certificates, plaques, or other tokens of appreciation in accordance with the criteria set forth below.

1. Request for proclamations, certificates or plaques from City Council Members, city departments, residents, and local organizations must be submitted to the City Clerk's office.
2. Requests should specify:
 - (a) Reason why recognition should be granted; and
 - (b) Information that will assist the Mayor, City Council, or City Manager in arriving at a decision.
3. Requests by individuals or organizations for proclamations or certificates of recognition/appreciation are subject to approval by the Mayor and City Manager. The Mayor and City Manager will determine if

it will be presented at a City Council meeting or will direct the City Clerk to forward the accolade to the recipient.

4. All requests for plaques, framed certificates, or custom gifts to visiting officials/dignitaries, elected officials, individuals or organizations shall be approved by the Mayor and City Manager.
5. Individual Council Members shall have the discretion to direct the City Clerk to prepare certificates (not framed) or another token of appreciation that he or she will personally present.
6. Requests for plaques, gifts or awards to city employees for dedicated service to the city shall be approved by the City Manager.
7. The Mayor and City Manager shall have the discretion to determine the appropriate type of honor for special or unusual circumstances that may arise and may warrant deviation from this policy.

CHAPTER 5 CITY COMMISSIONS

A.——APPOINTMENTS

~~The mayor, with the approval of the City Council, appoints citizens to various commissions that carry out designated functions and advise the City Council on certain decisions and policy matters. All members serve at the pleasure of the City Council for designated terms. The City Council may remove a member by a majority vote of the Council without cause, notice or hearing.~~

~~Members of advisory bodies serve terms of four (4) years beginning in January. In no event shall any one member serve more than two consecutive terms on any one commission, exclusive of appointments to fill unexpired terms. After serving the maximum number of terms, an individual may not be reappointed to that commission for at least one year from the last date served.~~

~~Appointees to commissions should be 18 years of age or older, and live within the city limits of Hanford. Individuals under the age of 18 who indicate they are interested in participating are encouraged to attend meetings and participate as a member of the public. Additional requirements may be applicable to a specific Committee or Commission.~~

~~The following is a summary of the specific scope of responsibility for each city advisory body.~~

Planning Commission

~~The Planning Commission has the principal duty of establishing and maintaining the general plan of the community and advising on physical development, zoning, subdivision proposals, and special studies so that development values are maintained and protected.~~

Parks and Recreation Commission

~~The Parks and Recreation Commission's duties are to study and advise on matters pertaining to the city's public park and recreation programs.~~

Parking and Traffic Commission

~~The duties of the Parking and Traffic Commission are to investigate ways and means of improving parking and traffic movements and make appropriate recommendations.~~

B.——ATTENDANCE

~~A compilation of members' attendance will be submitted to the City Council at the end of the calendar year and will be a factor in a request for reappointment.~~

~~Members may be removed by the City Council if they have three (3) consecutive absences or attend less than 70% of the meetings, unless extenuating circumstances apply and are noted for the record.~~

~~C. — RELATIONSHIP TO COUNCIL, STAFF AND MEDIA~~

~~Advisory bodies should not become involved in the administrative or operational matters of city departments unless specifically provided in their prescribed powers and duties. Members may not direct staff to initiate major programs, conduct large studies, or establish department policy without specific approval of the City Council. City staff assigned to furnish staff services shall be available to provide general staff assistance, such as preparation of agenda/notice materials and minutes, general review of department programs and activities, and to perform limited studies, program reviews, and other services of a general staff nature. Additional or other staff support may be provided upon a formal request to the City Council. The responsibility for setting policies for the City rests with the City's duly elected representatives, the City Council.~~

~~Members should refer all media inquiries to city staff and not provide statements or positions on any issues on behalf of the City or the Advisory Body.~~

~~D. — PUBLIC APPEARANCE AND REPRESENTATION BY MEMBERS~~

~~When a member appears in a non-official, non-representative capacity before the public, for example in a Council meeting, the member shall indicate that he or she is speaking only as an individual, not as a member of a Commission. Conversely, when a member who is present at a Council meeting is asked to address the Council on a matter pertaining to his or her Commission, the member should represent the viewpoint of the particular body as a whole, not a personal opinion. If during a Commission meeting, a member was directed by the body to attend another meeting to speak on their behalf, then that is permitted.~~

~~Members shall not act independently of their Commissions in conducting surveys, studies, or petitions, unless he or she is acting as an applicant or submitting a request as a citizen. Commissioners shall not use their positions for personal interest and must recuse themselves if conflicts of interest arise.~~

~~E. — OTHER RULES AND PROCEDURES~~

~~Each Commission may adopt other rules and procedures, as it feels necessary to effectively and efficiently accomplish its duties. Such rules are subject to Council approval before becoming effective and should not be in conflict with this Handbook, or with any local, state, or federal laws.~~

CHAPTER 6 ADMINISTRATIVE RULES

A. RULES AND PROCEDURES ADMINISTRATION

1. **Review of City Council Rules and Procedures** – The Council will review and revise the Handbook of Rules and Procedures as needed.
2. **Adherence to Rules and Procedures** – During City Council discussions, deliberations and proceedings, the Mayor bears the primary responsibility to ensure that the City Council, staff and members of the public adhere to the Council's adopted protocol.
3. **City Attorney as Rules and Procedures Advisor** – With the consensus of a majority of the Council, the City Attorney may be directed to interpret the City Council's adopted Rules and Procedures and proposed changes.
4. **~~Applicability of Rules and Procedures~~** – ~~The City of Hanford City Council Handbook of Rules and Procedures shall also apply to all Commissions and/or Committees as established by the City Council.~~

B. CONFLICT WITH CITY MUNICIPAL CODE, ADMINISTRATION POLICIES, STATE OR FEDERAL LAW

If there is any conflict contained hereinabove with the City Municipal Code, Administration Policies, State or Federal Law, such laws shall prevail.

City of Hanford



Commissioner Handbook

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**319 N. Douty Street
Hanford California 93230**

City Council

Travis Paden	District A	559-381-3096 (c)
Kalish Morrow	District B	909-234-0776 (c)
Diane Sharp	District C	559-905-0040 (c)
Lou Martinez	District D	559-589-3774 (c)
Mark Kairis	District E	559-362-5349 (c)

City Contacts

Mario Cifuentez	City Manager	559-585-2516
Jason Waters	Deputy City Manager	559-585-2590
Ty Mizote	City Attorney	559-584-6656
Vacant	Police Chief	559-585-4370
Steve Pendergrass	Fire Chief	559-585-2145
Sarah Cardoza	Human Resources Manager	559-585-2521
Brad Albert	Parks and Community Services Dir.	559-585-2527
Chris Tavarez	Finance Director	559-585-2506
Russ Sterling	Public Works Director	559-585-2571
Lisa Dock	City Engineer	559-585-2555
Natalie Corral	City Clerk	559-585-2515
Graffiti Abatement		559-582-3211 ext. 2765
Animal Control		559-852-2525
Code Enforcement		559-585-2633

STRUCTURE OF GOVERNMENT

The City of Hanford has a City Council/City Manager form of government.

Under this form of government, the elected City Council sets the policies for the operation of the Hanford City Government. The Council is responsible to the citizens for:

- Establishing community-wide goals that address short- and long-range needs.
- Formulating policies that define a course of action that shape city operations.
- Providing quality services within available resources.
- Acting as a link between the professional staff and local citizens.

City Council members are local leaders. The electorate expects the Council to set the tone and direction for municipal operations. Strategic planning and goal setting are the tools that enable a Council to define their vision and determine methods for accomplishing their goals.

The administrative responsibility of the City rests with the City Manager, who is appointed by the City Council. The City Manager has the responsibility to apply and administer Council's policies through the day-to-day operation of the City. The City Manager is the chief administrative officer of the city and directs the totality of city operations.

Teamwork between the Council and the City Manager is a key element of the council-manager form of government. The pooling of skills is essential to resolve the many complex problems that face the City today. The council-manager form of government seeks to enhance the effectiveness of local policy-making and municipal operations by bringing together skilled lawmakers, community representatives, and experts in municipal administration and management.

City Council

The City Council consists of five (5) members, elected by district. Each Council Member serves four-year staggered terms, without limit. Elected Officials serve until his/her successor has been elected and qualified. Elections are held in November of even numbered years.

City Manager

The City Manager, appointed by the City Council, is responsible for the overall administration of the City in response to the policies and programs established by the City Council. The City Manager is responsible for forecasting the program and service needs of the City and its related financial, personnel, and capital improvement

requirements. The City Manager is a significant liaison with the community and other levels of government.

City Clerk

The City Clerk is appointed by the City Manager and is the local official for elections, local legislation, the Public Records Act, the Political Reform Act, and the Brown Act (open meeting laws). The City Clerk, in consultation with the City Attorney, ensures that actions are in compliance with all federal, state and local statutes and regulations and that all actions are properly executed, recorded, and archived.

The statutes of the State of California prescribe the basic functions and duties of the City Clerk, and the Government Code and Election Code provide precise and specific responsibilities and procedures to follow.

The Office of the City Clerk is a service department within the municipal government upon which the City Council, all city departments, and the general public rely on for information regarding the operations and legislative history of the city. The City Clerk serves as the liaison between the public and City Council and provides related municipal services. The City Clerk provides clerical support to the City Council.

City Attorney

The City Attorney, appointed by the City Council, is responsible for providing necessary legal services and guidance to the City Council, the City Manager, department heads, and city boards, commissions and committees to ensure that city functions are performed on a sound legal basis.

In the event that it is deemed necessary and in the best interest of the City to contract for either Special or Conflict Counsel to act in the place of the City Attorney, the City Manager shall bring forth a recommendation to the City Council for approval at a regular or special meeting and be designated to execute the necessary documentation to facilitate those contracts. If outside legal counsel is required due to a reason other than a conflict of interest affecting the City Attorney, the City Manager shall confer with the City Attorney regarding the hiring of Special Counsel.

Communications from the City Attorney's Office may be confidential and shall be treated as attorney-client privilege. Only the City Council, as an entire body, may waive the privilege, and not individual Council Members.

During the normal course of a Council Member carrying out the duties of office, it is common practice to discuss issues or ask questions of city staff, including the City Attorney. For the purpose of this policy statement, the intent is to regulate an individual Council Member's authority to cause work to be performed by the City Attorney.

When an individual Council Member poses a question to the City Attorney, the City Attorney shall estimate the amount of time required to answer the question. In the event the City Attorney believes the amount of time for research involved in answering the question will generate a bill in excess of \$600.00, the City Attorney will notify the Council Member that the answer will exceed policy limitations. If the submitting Council Member continues to seek an answer to the question, the Council Member will pose the question to the Council, as a body, at a Council Meeting and must obtain a consensus of the majority of the Council Members present at the meeting in order for the City Attorney to work on the question.

Legal work involving questions or inquiries that require less than \$2,500.00, per year, in billable hours by the City Attorney may be authorized by the submitting Council Member without the need of obtaining the Council's approval.

Triangle of Policy, Process & Product

The City Council establishes the Policy—establishing vision and direction for the community's future.

The City Clerk, in consultation with the City Attorney oversees the Process—ensuring that the decision-making process complies with federal, state, and local regulation and that it is properly recorded.

The City Manager provides the Product—which is the primary reason for the existence of local government: to provide services to the taxpayer that the taxpayers cannot (or will not) provide for themselves.

Municipal Code

The Hanford Municipal Code sets forth the regulatory, penal and administrative laws of general application to the city. These laws are enforceable by the City, and violation constitutes a misdemeanor or infraction.

CITY COMMISSIONS

Appointments

The mayor, with the approval of the City Council, appoints citizens to various commissions that carry out designated functions and advise the City Council on certain decisions and policy matters. All members serve at the pleasure of the City Council for designated terms. The City Council may remove a member by a majority vote of the Council without cause, notice or hearing.

Members of the advisory bodies serve terms of four (4) years beginning in January. In no event shall any one member serve more than two consecutive terms on any one commission, exclusive of appointments to fill unexpired terms. After serving the maximum number of terms, an individual may not be reappointed to that commission for at least one year from the last date served.

Appointees to commissions should be 18 years of age or older and live within the city limits of Hanford. Individuals under the age of 18 who indicate they are interested in participating are encouraged to attend meetings and participate as a member of the public. Additional requirements may be applicable to a specific advisory bodies.

The following is a summary of the specific scope of responsibility for each city advisory body.

Planning Commission

The Planning Commission has the principal duty of establishing and maintaining the general plan of the community and advising on physical development, zoning, subdivision proposals, and special studies so that development values are maintained and protected.

Parks and Recreation Commission

The Parks and Recreation Commission's duties are to study and advise on matters pertaining to the city's public park and recreation programs.

Parking and Traffic Commission

The duties of the Parking and Traffic Commission are to investigate ways and means of improving parking and traffic movements and make appropriate recommendations.

MEETINGS AND OFFICERS

Agendas, Notices, and Minutes

All meetings shall be open and public and shall conduct business through published agendas, public notices and minutes and follow all of the Brown Act provisions governing public meetings.

Support staff for each advisory body shall be responsible for properly noticing and posting all regular, special, cancelled, and adjourned meetings. Copies of all meeting agendas, notices and minutes shall be provided to the City Council, City Manager, City Attorney, City Clerk and other appropriate staff, as requested. An agenda generally consists of the following:

- Call to Order
- Citizen Comments
- Communications
- Consent Calendar
- General Business
- Items of Interest
- Adjournment

All items of business to be discussed at a meeting shall be briefly described on the agenda. The description should set forth the proposed action to be considered so that members of the public will know the nature of the action under review and consideration. If action is taken on any items that are not on the agenda or not noticed properly, those actions will not be valid.

Written minutes of all regular and special meetings must be kept as the official record of business transacted and are taken by the Secretary to the Advisory Body or a staff member if a Secretary is not appointed. Minutes should include a brief summary of any pertinent discussions and should contain mainly a record of the actions taken by the Advisory Body at the meeting. Minutes are approved at the next meeting of the Advisory Body and any corrections to the minutes may be made during the meeting and prior to the approval. Original agendas and minutes shall be filed and maintained by support staff in accordance with the City's adopted Records Retention Schedule.

Members should carefully read the agenda and all agenda materials in advance so that they can be prepared for the meeting and get clarification and answers to questions from staff if needed. They should come prepared with issues to raise on all sides of the matter under consideration. Members also need to review each agenda item ahead of the meeting to determine if they may have a potential or actual conflict due to property or monetary interests or for any other reason prescribed by law.

Conduct of Meetings and Parliamentary Procedures

Unless otherwise specified by State law or City regulations, conduct of all meetings shall generally follow basic parliamentary procedures, similar to Rosenberg's Rules of Order, but not exclusive thereto. A majority of members shall constitute a quorum and a quorum must be seated before meeting is called and an official action is taken. The Chair of each advisory body shall preside at all meetings and the Vice Chair shall assume the duties of the Chair when the Chair is absent.

Meeting Locations and Dates

Meetings may be held in the Council Chambers or other designated City facilities, as noticed. Regular meetings shall have a fixed date and time established by the Advisory Body or the City Council. Changes to the established regular dates and times are subject to approval by the City Council.

Selection of Chair and Vice Chair

The Chair and Vice Chair of each commission shall be selected in December of each year, by a majority of its members and shall serve for one year or until their successors are selected.

Other Rules and Regulations

Each Advisory Body may adopt other rules and procedures, as it feels necessary to accomplish its duties effectively and efficiently. Such rules are subject to Council approval before becoming effective and should not conflict with this Handbook, any rules or regulations related to the function or operation of the Advisory Body adopted by Council or contained in City Code.

Attendance

Members may be removed by the City Council if they have three (3) consecutive absences or attend less than 70% of the meetings unless extenuating circumstances apply and are noted for the record.

While it is expected that members be present at all meetings, the support staff or Chair should be notified if a member knows in advance that he/she will be absent.

Relationship to Council, Staff and Media

Advisory bodies should not become involved in the administrative or operational matters of city departments unless specifically provided in their prescribed powers and duties. Members may not direct staff to initiate major programs, conduct large studies, or establish department policy without specific approval of the City Council. City staff

assigned to furnish staff services shall be available to provide general staff assistance, such as preparation of agenda/notice materials and minutes, general review of department programs and activities, and to perform limited studies, program reviews, and other services of a general staff nature. Additional or other staff support may be provided upon a formal request to the City Council. The responsibility for setting policies for the City rests with the City's duly elected representatives, the City Council.

Members should refer all media inquiries to city staff and not provide statements or positions on any issues on behalf of the City or the Advisory Body.

Public appearance and representation by members

When a member appears in a non-official, non-representative capacity before the public, for example in a Council meeting, the member shall indicate that he or she is speaking only as an individual, not as a member of a Commission. Conversely, when a member who is present at a Council meeting is asked to address the Council on a matter pertaining to his or her Commission, the member should represent the viewpoint of the particular body as a whole, not a personal opinion. If during a meeting, a member was directed by the body to attend another meeting to speak on their behalf, then that is permitted.

Members shall not act independently of their advisory board in conducting surveys, studies, or petitions, unless he or she is acting as an applicant or submitting a request as a citizen. Members shall not use their positions for personal interest and must recuse themselves if conflicts of interest arise.

Application and Selection Process

The application process begins when a vacancy occurs due to term expiration, resignation, removal, or death of a member of an Advisory Body. The application period will normally run for a period of ____ weeks from the date the vacancy occurs. If there is more than one concurrent vacancy in a Commission, the application period may be extended. Any candidate that wishes to be considered must fill out an application. Applications are available from the City Clerk's office. Applicants are required to complete and return the application form, along with any additional information they would like to transmit, by the given deadline. Applications sent by fax or email are accepted. Applications are kept on file for two years. The City Clerk shall notify members whose terms are about to expire whether or not they are eligible for reappointment. If reappointment is sought, the incumbent shall notify the City Clerk's Office.

After the deadline for receipt of applications, the applications will be reviewed by the City Manager, and City Clerk shall schedule interviews. The applicant will be interviewed by the City Manager, Mayor, and the liaison of the advisory body. If there are no applications received by the deadline, the City Clerk will extend the application period for an indefinite period of time until sufficient applications are received. Following

an appointment, the City Clerk shall notify successful and unsuccessful applicants in writing.

Compensation

All members of an advisory body shall serve without compensation.

Qualifications

All members serve at the pleasure of the Council since the Council holds approval authority over the Mayor's appointments.

Members must live within the City limits unless there are no candidates with the required expertise.

Reappointments, Resignations, Removals

Incumbents seeking a reappointment are required to notify the staff liaison of which will be transmitted to the City Clerk. The term limit is two (2) full consecutive terms, exclusive of appointments to fill an unexpired term. Resignations must be submitted in writing to the City Clerk, who will distribute copies to appropriate staff. The City Council may remove a member by a majority vote of the Council without cause, notice or hearing.

Term of Office

Unless specified otherwise, the term of office for members of all Commissions shall be four (4) years unless a resignation or a removal has taken place. The term of office for all members shall expire on December 31 of the 4th year. All current members of advisory boards will have their terms adjusted appropriately to expire on December 31. Terms are staggered to be overlapping four-year terms, so that not all terms expire in any one year. If a member resigns before the end of his/her term, a replacement serves out the remainder of that term.

Vacancies, New Terms and the Maddy Act

Vacancies are created due to resignations, removals or death. Vacancies are posted by the City Clerk. Whenever an unscheduled vacancy occurs on any Commission, a special vacancy notice shall be posted within 20 days after the vacancy occurs. Appointments shall not be made for at least ten working days after posting of the notice (Government Code 54974).

Seats on a commission will also become available at the end of each term. On or before December 31 of each year, an appointment list of all regular advisory Boards, Commissions and Committees of the City Council shall be prepared by the City Clerk

and posted in the usual and customary location for posting City notices. This list is also available to the public (Government Code 54972, Maddy Act).

The Legislature established 54970 et seq. of the Government Code, also known as "The Maddy Act," for the purpose of increasing public awareness of appointments to be made by any local government. To improve interest in serving, transparency in the process and provide the local appointive powers access to applicants otherwise untapped.



City of Hanford

Proclamation

Down Syndrome Awareness Month

WHEREAS, Down Syndrome Awareness Month is an important opportunity to raise public awareness of this common chromosomal disorder while celebrating the accomplishments and advocating acceptance for people with Down Syndrome; and

WHEREAS, The most common chromosomal condition, Down Syndrome results in an individual being born with an extra chromosome; and

WHEREAS, as of 2016, it was estimated that 1 in every 772 liveborn babies has Down syndrome, this means that there were about 5,100 babies with Down syndrome born annually in the U.S. in recent years; and

WHEREAS, People with Down Syndrome are capable of many of the same things as people without the disability, and this month helps Hanford to understand these individuals and increase opportunities for them; and

WHEREAS, During Down Syndrome Awareness Month, the City of Hanford recognizes the achievements and abilities of people with Down Syndrome and seeks to remove any stigma associated with the disability; now

NOW, THEREFORE, I, TRAVIS PADEN, Mayor of the City of Hanford, do hereby proclaim the month of October as "Down Syndrome Awareness Month" in our city.

We encourage all residents to participate in raising awareness, promoting understanding, and celebrate the achievements of individuals with Down Syndrome. Let us join together in building a more inclusive and compassionate community for all.

Travis Paden, Mayor



AGENDA STAFF REPORT

MEETING DATE: 10/17/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Appointment of James Nelson to the Parking and Traffic Commissioner vacancy with a term ending on 12/31/2023

Recommendation: That the Mayor, with approval of the full City Council, appoint James Nelson to the Parking and Traffic Commission to fill the unscheduled vacancy on the Parking and Traffic Commission with an unexpired term ending 12/31/2023.

Background:

The Parking and Traffic Commission has one current vacancy with an unexpired term due to a resignation. Mr. James Nelson is currently the Alternate Commissioner on the Parking and Traffic Commission; he has expressed interest in the vacancy and would like to move from the alternate seat to fill the vacancy. Although this term expires on December 31, 2023, staff will bring back the recommendation to reappoint Mr. Nelson to serve a full term in January 2023.

Section 2.20.030 of the City of Hanford Municipal Code states that:

"Vacancies occurring due to resignation or other cause, shall be noticed as required by state law and appointment made by the mayor at the earliest date possible. All such appointments shall be approved by a majority of the members of the city council."

If the Council appoints Mr. Nelson to fill the unscheduled vacancy, the City Clerk will notice the vacancy for the Alternate Commissioner seat, and bring back staff's recommendation for the Council's approval.

ATTACHMENTS:

None



AGENDA STAFF REPORT

MEETING DATE: 10/17/2023	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Acceptance of an anonymous donation of Christmas and holiday decorations to enhance the Winter Wonderland event

RECOMMENDATION:

Recommendation: That the City Council, by motion, approve the acceptance of an anonymous donation of Christmas and holiday decorations.

Recommended Motion:

BACKGROUND:

During the week of September 11, 2023, staff was contacted by an individual interested in donating commercial-quality Christmas and holiday decorations to enhance the Winter Wonderland event. Staff visited a warehouse filled with commercial holiday decorations, which included 20-25 lighted and decorated Christmas trees ranging from 8-12' in height, lighted ornamental reindeer, and large wreaths. The value of the decorations is estimated at \$15,000-\$25,000.

If accepted, the City would take possession of the decorations to enhance Civic Park during the Winter Wonderland event. The City has secured indoor storage space to house the ice rink components, which will save the City \$40k per year on the transportation costs of the equipment. That storage space would be ample enough to also accommodate the storage of these donated decorations.

FISCAL IMPACT:

ATTACHMENTS:

None



AGENDA STAFF REPORT

MEETING DATE: 10/17/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Second Reading of Ordinance. 23-06, approving Prezone No. 0001-23. The project pertains to land proposed to be annexed, under Annexation 162, south of Hanford-Armona Road, east of 13th Avenue (APN 011-040-030).

RECOMMENDATION

Staff recommends that the City Council waive the second reading and adopt Ordinance 23-06, approving Prezone 0001-23.

RECOMMENDED MOTION: I move to waive the second reading and adopt Ordinance 23-06, approving Prezone 0001-23.

BACKGROUND

On October 3, 2023, the City Council held a public hearing for Annexation 162, Prezone 0001-23, Tentative Tract 940, and Planned Unit Development 13-23. During the meeting, the City Council introduced the ordinance and waived the first reading on the proposed project.

Prezone 0001-23 is a request to pre-zone the Annexation 162 area as R-L-5 Low-Density Residential, in accordance with the General Plan designation for the area. The General Plan Designation for the area is Low-Density Residential with a “floating” Future Educational Facility. The local school districts were contacted during consultation and did not indicate a need for the site as an educational facility site.

Figure 1: General Plan Designation

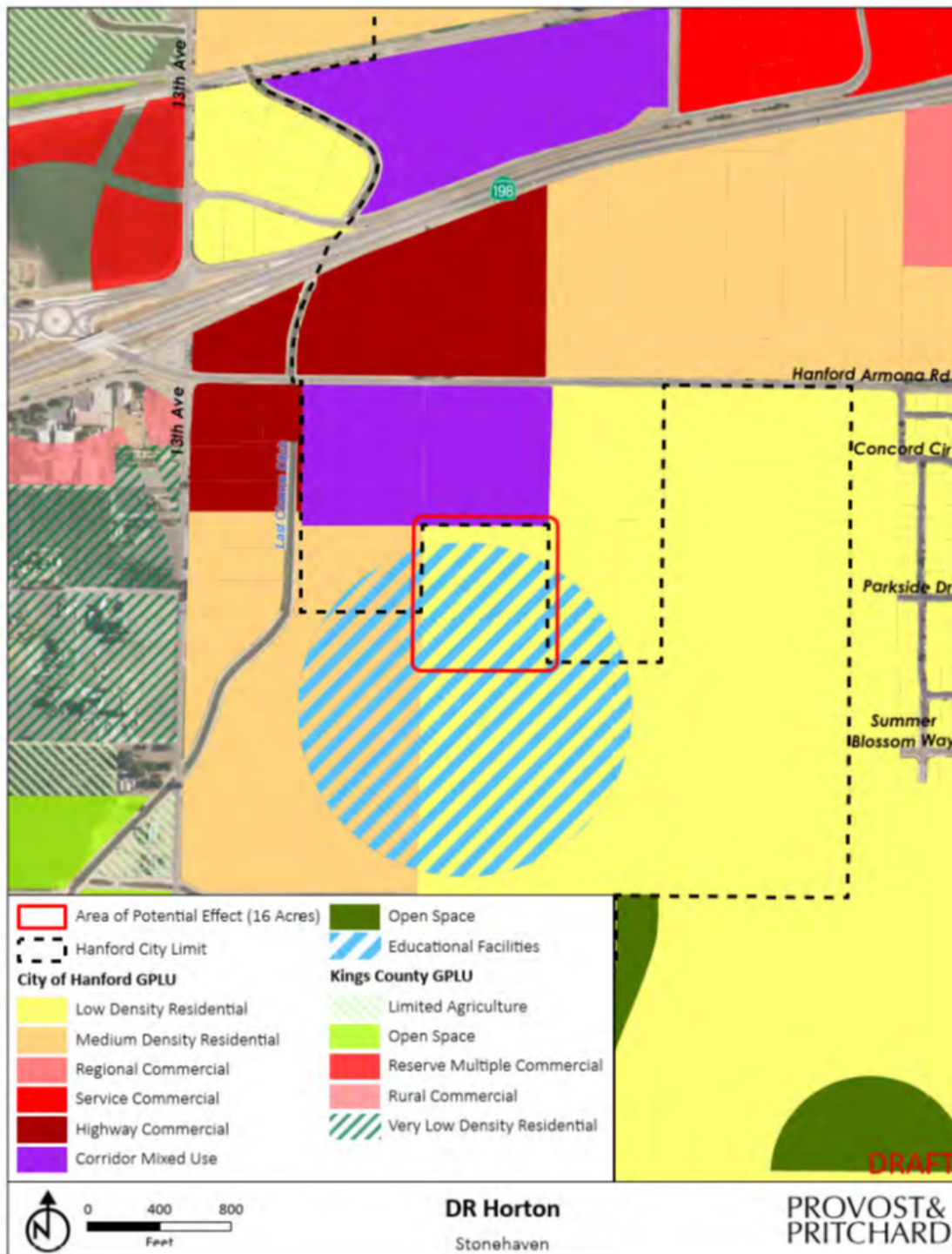
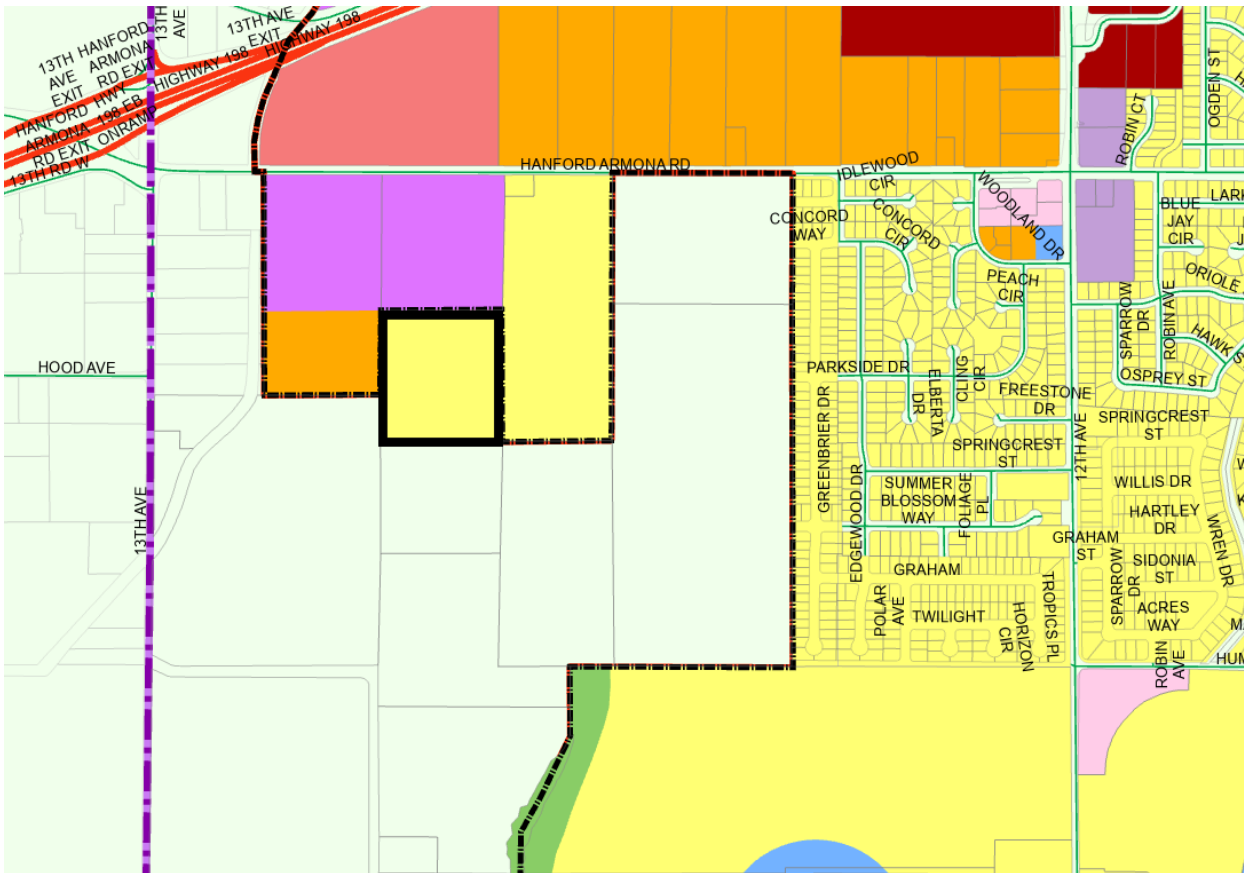


Figure 2: Prezone No. 0001-23
R-L-5 Low-Density Residential (outlined in bold)



All findings were made by the City Council in accordance with Section 17.86.030 of the Hanford Municipal Code.

In accordance with the Hanford Municipal Code Section 17.86.030, before a zone change may be approved, all of the following findings shall be made by the reviewing authority:

1. That the amendment is internally consistent with the goals, objectives, and policies of the General Plan and the Municipal Code.

Analysis: That Prezone No. 0001-23 is internally consistent with the goals, objectives, and policies of the General Plan, specifically consistent with Land Use Policies L15 and L17. The development proposed in the annexation area, under Tentative Tract 940, conforms with all regulations pertaining to the R-L-5 Low-Density Residential zone district, utilizing the small lot provisions set forth in Section 17.10.100, except where deviation is sought through Planned Unit Development 13-23.

2. That the amendment would not be detrimental to the public health, safety, or welfare of the community.

Analysis: That this application has been reviewed by County departments, utility companies, City Fire Department, City Building Department, and other involved departments. Any mitigation required for public health and safety were applied to the proposal and required in the mitigation monitoring and reporting program.

3. That the amendment would maintain the appropriate balance of land uses within the City.

Analysis: That jobs-housing balance is achieved by increasing opportunities for people to work and live in close proximity. The ratio is expressed as the number of jobs divided by the number of housing units. The jobs-housing balance is a general tool for analyzing where people work, where they live, and how effectively they can travel between the two. In the planning area, the existing jobs-housing balance ratio in 2013-2014 was 1.17. It is estimated that the implementation of the General Plan would increase the jobs-housing balance by 0.45 to 1.62, which would make the planning area a jobs-rich area. The prezone is considered an implementation of the General Plan, which designates the project site as Low-Density Residential with a “floating” Future Educational Facility designation, not required for this location.

4. That the anticipated land uses on the subject site would be compatible with existing and future surrounding uses.

Analysis: That the anticipated land uses on the subject site are low-density residential, as proposed under Tentative Tract 940 and Planned Unit Development No. 13-23, which are compatible with planned single-family residential developments in the surrounding area.

ATTACHMENTS:

1. Ordinance 23-06

ORDINANCE NO. 23-06
PREZONE NO. 0001-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HANFORD PREZONING CERTAIN PROPERTY ADJACENT TO THE CITY OF HANFORD FROM COUNTY ZONING AL-10 LIMITED AGRICULTURE TO R-L-5 LOW-DENSITY RESIDENTIAL, IN ACCORDANCE WITH THE GENERAL PLAN. THE PROJECT IS LOCATED IN THE SOUTH OF HANFORD ARMONA ROAD, BETWEEN 12TH AND 13TH AVENUES (APN011-040-030) .

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

Section 1: The following described territory situated in the City of Hanford is hereby prezoned under the terms of Chapter 17.86 of the Hanford Municipal Code:

Annexation 162 filed by D.R. Horton

FROM: County zoning of AL-10 Limited Agriculture
TO: City zoning R-L-5 Low-Density Residential

On property described as follows:

All that certain real property, situate in the Northeast quarter of the Northwest quarter of Section 3 of Township 19 South, Range 21 East, Mount Diablo Base & Meridian, in the County of Kings, State of California, described as follows:

BEGINNING at an angle point in the existing City Limit line of the City of Hanford, said point being the Southwest corner of the East 21.12 acres of the Northeast quarter of the Northwest quarter of said Section 3, and being on the North line of Parcel 2 of that Parcel Map recorded in Book 5 of Parcel Maps at Page 72, Kings County Records; thence

1. North 89°36'26" West, along the North line of said Parcel 2 and continuing along the North line of Parcel 1 of said Parcel Map, 707.68 feet, more or less, to the Northwest corner of said Parcel 1, being a point on the West line of the East half of said Northwest quarter of Section 3; thence
2. North 0°46'46" East, along said West line, 261.95 feet, more or less, to the Southeast corner of that parcel described in Doc. 2001999, Official Records of Kings County, being an angle point in said existing City Limit line; thence along said existing City Limit Line the following three (3) courses:
3. North 0°46'46" East, along said West line, 488.40 feet, more or less, to the Southwest corner of the North 819.06 feet of the Northeast quarter of the Northwest quarter of said Section 3; thence
4. South 89°24'13" East, along the South line of the North 819.06 feet of the Northeast quarter of the Northwest quarter of said Section 3, a distance of 707.66 feet, more or less, to the West line of the East 21.12 acres of said Northeast quarter; thence
5. South 0°46'46" West, along last said West line, 747.83 feet to the POINT OF BEGINNING

containing approximately 12.17 acres, as depicted in attached **Exhibit A**; and

Section 2: The Council does hereby find as a fact that this Ordinance has been recommended for passage by the Planning Commission of the City of Hanford after public hearing before the Planning

Commission after notice required by Section 17.70.100 of the Hanford Municipal Code and Government Code Section 65854. The City Council finds that Mitigated Negative Declaration No. 2023-95 is approved, in conformance with the California Environmental Quality Act. The City Council hereby finds that the rezoning is required to achieve the objectives of the zoning regulations as set forth in Section 17.06.010 of the Hanford Municipal Code, and that this Ordinance has been introduced by the City Council after public hearing held on the 3rd day of October, 2023 at 7:00 p.m. of said day after notice required under the provisions of Section 65856 of the Government Code.

Section 3: This Ordinance shall take effect thirty (30) days after its passage, and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage, and the zoning will apply to such property in the event of subsequent annexation to the City under the provisions of Section 65859 of the Government Code.

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

APPROVED

ATTEST:

MAYOR of the City of Hanford

Natalie Corral
CITY CLERK

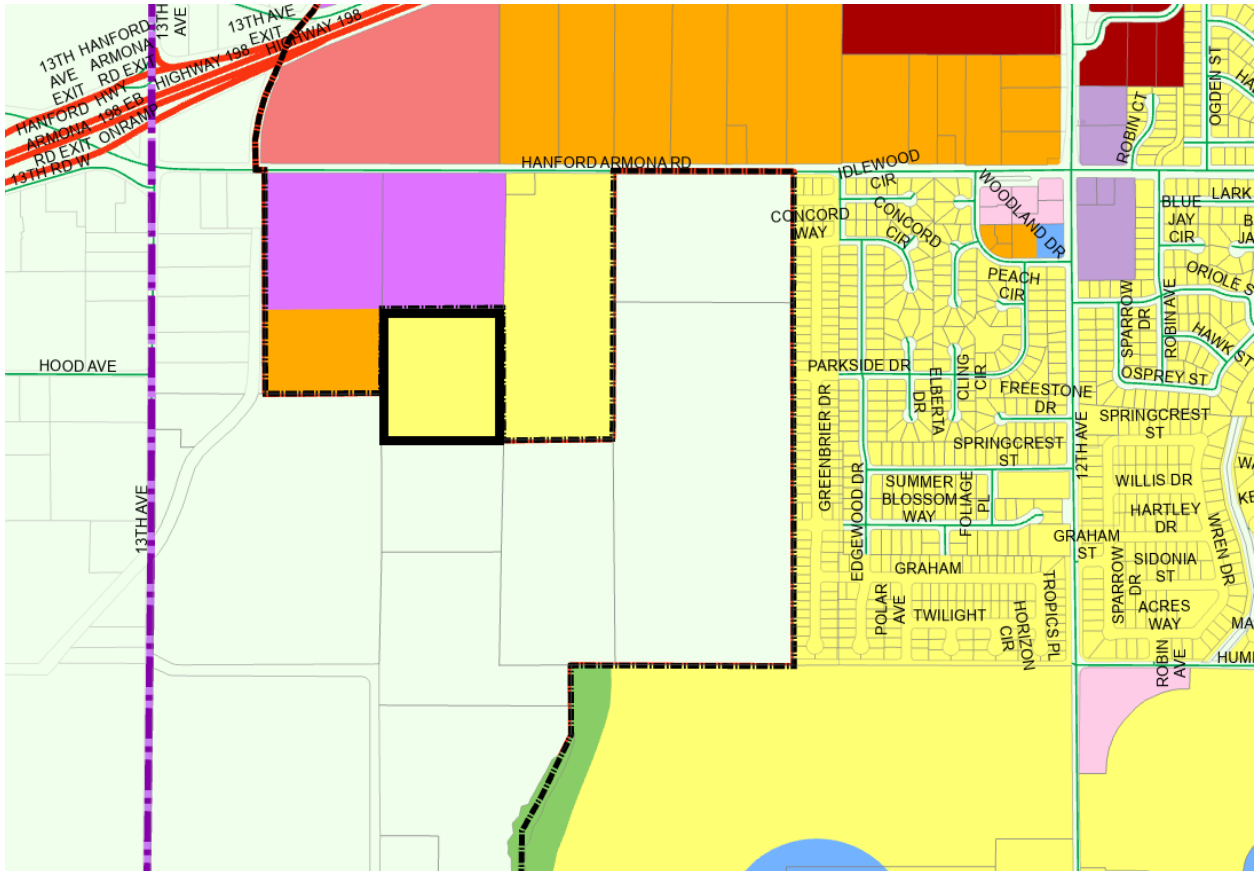
STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Hanford on the 3rd day of October, 2023 and it was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the _____ day of _____, 2023.

Dated: _____

Natalie Corral
City Clerk

Prezone 0001-23
Proposed: R-L-5 Low-Density Residential (property outlined in bold)





AGENDA STAFF REPORT

MEETING DATE: 10/17/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of the Notice of Completion for the FY 23 Manhole and Valve Cover Adjustment Project, for a final contract price of \$189,964.95 and authorization for the Mayor to execute and the City Clerk to attest and file said Notice with Kings County Recorder's Office.

RECOMMENDATION:

That the City Council, by motion, approve the Notice of Completion for the FY 23 Manhole and Valve Cover Adjustment Project and authorize the Mayor to execute and the City Clerk to attest and file said Notice with Kings County Recorder's Office.

BACKGROUND:

On April 4, 2023, Council authorized Permission to Advertise along with authorization to pre-award the FY 23 Manhole and Valve Cover Adjustment Project, to the qualified low bidder, J.L Plank Inc. dba Cen-Cal Construction of Bakersfield, Ca, whose bid came in under the project budgeted amount. The project consisted of raising manholes & valves after the Double Fiberized Micro Surface Pavement Treatment on 11th Avenue between Fargo Avenue and Flint Avenue, and Hanford Armona Road between 11th Avenue and 12th Avenue.

There were (2) contract change orders on this project, which included Extended project limits on 11th Ave from Furlong Ave to Flint Ave, for a net increase of \$2,654.95 and Balance of Quantities for a net decrease of -\$24,840.00

FISCAL IMPACT:

The FY23 Capital improvement budget provides \$843,202.00 for construction, including contingencies for both FY 23 Manhole and Valve Cover Adjustment Project and FY 23 Double Fiberized Micro Surface Treatment Project.

The total cost to complete the project was \$189,964.95 Attached are the Final Project Construction and Finance History for Council review.

ATTACHMENTS:

1. Financial History - MH & Valve Adjustment
2. NOC - Recording Original - MH and Valve Adjustment
3. NOC - Recording Original - MH and Valve Adjustment

FINAL PROJECT CONSTRUCTION AND FINANCE HISTORY

PROJECT: FY 23 Manhole and Valve Cover Adjustment Project

CONTRACTOR: J.L Plank Inc. dba Cen-Cal Construction
34762 Lencioni Avenue
Bakersfield, CA 93308

CONTRACT DATES:	Bid Date	May 16, 2023
	Council Award	May 16, 2023
	Contractor Started Work	August 7, 2023
	Contract Time of Completion	September 6, 2023
	Contractor Completed Work	September 6, 2023

CONTRACT CHANGE ORDERS:

- **Change Order No. 1** – Extended project limits on 11th Ave from Furlong Ave to Flint Ave For a net increase of \$2,654.95.
- **Change Order No. 2** – Balance of Quantities for a net decrease of -\$24,840.00

FINANCIAL HISTORY:

<u>SOURCE OF BUDGET FUNDING</u>	<u>AMOUNT</u>
--	----------------------

FY23 Capital Improvements Program Budget	<u>\$ 935,000.00</u>
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Total Budget Funding for FY 23 Manhole and Valve Cover Adjustment Project and FY 23 Double Fiberized Micro Surface Treatment Project

\$ 935,000.00

CONSTRUCTION COSTS

Contract – Total Bid Award	\$ 212,150.00
CCO #1	\$ 2,654.95
CCO #2	<u>-\$ 24,840.00</u>

Total Construction Cost	<u>\$ 189,964.95</u>
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Fund Balance	<u>\$ 745,035.05</u>
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RECORDING REQUESTED BY:
CITY OF HANFORD

When recorded return to:

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

G.C. 27361.3 - Fee NIL

NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located at: various locations within paved streets and intersections, in Hanford CA.
2. The Improvement is particularly described as: FY 23 Manhole and Valve Cover Adjustment Project
3. The date of completion of the work of Improvement: September 6, 2023.
4. The Owner of the work of Improvement: City of Hanford.
5. The nature of the owner's interest or estate: Fee Simple Title.
6. The name of the original contractor for the work of Improvement:
J.L Plank Inc. dba Cen-Cal Construction.
7. The surety for the work of Improvement: Developers Surety and Indemnity Company
8. All work for this project has been completed.
9. Accepted by minute action of the City Council of the City of Hanford on: October 17, 2023

I certify under penalty of perjury that the foregoing is true and correct.
Dated this 17th day of October, 2023.

BY: _____
Travis Paden, Mayor
City of Hanford, County of Kings, State of California

I, the undersigned, say:

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

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

Executed at Hanford, California, this ____ day of _____, 2023.

BY: _____
Travis Paden, Mayor
City of Hanford, County of Kings, State of California

Authority: Section 1181 Civil Code



AGENDA STAFF REPORT

MEETING DATE: 10/17/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of the Notice of Completion for the FY 23 Sanitary Sewer Manhole Repair and Recoating Project, for a final contract price of \$118,763.56, and authorization for the Mayor to execute and the City Clerk to attest and file said Notice with Kings County Recorder's Office.

RECOMMENDATION:

That the City Council, by motion, approve the attached Notice of Completion for the FY 23 Sanitary Sewer Manhole Repair and Recoating Project and authorize the Mayor to execute and the City Clerk to attest and file said Notice with Kings County Recorder's Office.

BACKGROUND:

On June 6, 2023, Council approved the award of a the FY23 Sanitary Sewer Manhole Repair and Recoating Project to Sancon Technologies of Huntington Beach, CA, for a low bid of \$115,245.00. The project consisted of repairs and coating of damaged sanitary sewer manholes where corrosion was affecting concrete surfaces in the manholes.

There was (1) contract change order on this project, which included reconstructing a blown-out manhole, and exchanging the locations of six manholes identified in the original bid, for a net increase cost of \$3,518.56.

A copy of the Final Project Construction and Finance History is attached.

FISCAL IMPACT:

The FY23 Wastewater Capital Budget provided \$115,245.00 for the FY23 Sanitary Sewer Manhole Repair and Recoating Project, without contingencies.

The total cost to complete the project was \$118,763.56. Attached are the Final Project Construction and Finance History for Council review.

ATTACHMENTS:

1. SSMH Repair - Finance History
2. NOC - Recording Original - SSMH Repair
3. NOC - Recording Original - SSMH Repair

FINAL PROJECT CONSTRUCTION AND FINANCE HISTORY

PROJECT: FY 23 Sanitary Sewer Manhole Repair and Recoating Project

CONTRACTOR: Sancon Technologies, Inc.
5841 Engineer Drive
Huntington Beach, CA 92649

CONTRACT DATES:	Bid Date	May 16, 2023
	Council Award	June 6, 2023
	Contractor Started Work	July 31, 2023
	Contract Time of Completion	August 30, 2023
	Contractor Completed Work	August 30, 2023

CONTRACT CHANGE ORDERS:

- **Change Order No. 1** – Force Account work to repair a blown out manhole. (\$3,518.56). Change the location of six manholes from the bid documents to new locations based on the extended damage and repairs needed for the selected locations. (No increase.) For a net increase of \$3,518.56.

FINANCIAL HISTORY:

<u>SOURCE OF BUDGET FUNDING</u>	AMOUNT
Wastewater Capital	<u>\$ 115,245.00</u>
Total Budget Funding	\$ 115,245.00

CONSTRUCTION COSTS

Contract – Total Bid Award	\$ 115,245.00
CCO #1	<u>\$ 3,518.56</u>
Total Construction Cost	\$ 118,763.56
Fund Balance	\$ - <u>3,518.56</u>

RECORDING REQUESTED BY:
CITY OF HANFORD

When recorded return to:

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

G.C. 27361.3 - Fee NIL

NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located at: various locations within paved streets and intersections, in Hanford CA.
2. The Improvement is particularly described as: FY23 Sanitary Sewer Manhole Repair and Recoating Project
3. The date of completion of the work of Improvement: August 30, 2023.
4. The Owner of the work of Improvement: City of Hanford.
5. The nature of the owner's interest or estate: Fee Simple Title.
6. The name of the original contractor for the work of Improvement:
Sancon Technologies, Inc.
7. The surety for the work of Improvement: Old Republic Surety Company
8. All work for this project has been completed.
9. Accepted by minute action of the City Council of the City of Hanford on: October 17, 2023

I certify under penalty of perjury that the foregoing is true and correct.
Dated this 17th day of October, 2023.

BY: _____
Travis Paden, Mayor
City of Hanford, County of Kings, State of California

I, the undersigned, say:

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

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

Executed at Hanford, California, this ____ day of _____, 2023.

BY: _____
Travis Paden, Mayor
City of Hanford, County of Kings, State of California

Authority: Section 1181 Civil Code



AGENDA STAFF REPORT

MEETING DATE: 10/17/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of an Addendum to the existing contract, between Hanford Joint Union High School District and the City of Hanford, outlining specific coverage and overtime compensation for the School Resources Officer Program (SRO) Contract to cover school events

RECOMMENDATION:

Recommendation: That the Council, by motion, approve the addendum to the 2023-2024 HJUHS SRO contract outlining SRO coverage for specific school events which will be included in the existing contract, and requiring the district to pay an hourly rate of \$81.75 for any additional overtime requests.

Recommended Motion: I move to approve the Addendum to the contract between the City of Hanford and Hanford Joint Union High School District, which allows the City of Hanford to bill the district \$81.75 per hour for SRO overtime services outside of the specific events outlined in the addendum.

BACKGROUND:

The Council previously approved the SRO contract between the City of Hanford and the HJUHS District on August 15, 2023. The original contract placed the responsibility for all incurred overtime costs on the City of Hanford. At the time, the Council approved the contract but directed staff to negotiate with the district regarding overtime costs. The attached addendum allows for overtime coverage for football and basketball games, prom, and graduations at the expense of the City. Any additional overtime requests made by the school district would be paid for by the district at the rate of \$81.75 per officer, per hour. In the past, requests for additional overtime were considered on a case-by-case basis.

Covering overtime for the above-mentioned events would result in approximately \$55,000 in overtime expenditures by the City of Hanford. The current budget for this expense is \$70,000. Approving these four areas of overtime coverage would allow the SRO unit to maintain the services we have historically contracted with the district for, while remaining under budget.

The SRO contract signifies a partnership between the school district and the Police Department, which requires both to give and take. There are often times when School Resource Officers are unavailable due to being assigned to training, personal illness, or other scheduled time off. The school district is aware of this and does not request a refund from the police department due to the absence of services during these times. The amount of time that an SRO is away from the school for training and other purposes equates to approximately \$66,800 dollars per year, conservatively. This number exceeds the \$55,000.00 estimate for officers to attend the four types of events included in

the contract. Overall, should the city require the district to pay all overtime, it would also become necessary to refund the district for SRO absences. The tracking of exact costs between the school district and the City, would be time-consuming, difficult and costly in itself. The officers also develop valuable relationships with the students that are under their watch. The events listed do not just represent events that SRO's are needed at, but they represent events the officers want to be at, as they mentor and help these students be successful.

The HJUHSD has agreed to the terms of overtime costs being covered by the department for football, basketball, prom, and graduations. Anything outside of these events, which the school district would request overtime coverage for, would be billed to the district at the cost of \$81.75 per hour, per officer. This covers total compensation for the officers at their overtime rate.

There are several other additions to the contract which were requested by the school district. These changes in the scope of service, training, and supervision, are purely operational, with no fiscal impact.

FISCAL IMPACT:

In the past, all SRO overtime was paid by the City of Hanford. This addendum will result in savings to the city, by specifically limiting events which will be covered at the City's expense. This will result in salary savings and benefit cost offset due to a portion of the overtime being paid by the school District.

ATTACHMENTS:

1. HJUHSD Contract ADDENDUM 2023-2024

**HANFORD JOINT UNION HIGH SCHOOL DISTRICT
SCHOOL RESOURCE OFFICER PROGRAM
STARTING
FISCAL YEAR 2023-2024**

ADDENDUM

Section 2.11 Scope of Service

The SRO will work to increase communication between law enforcement, students, school staff, and the community. The SRO will work to build positive working relationships with the school staff and parents. *When appropriate, such as times in which school resumes after a break, communication to the public such as guidance and warnings should be a joint effort between the school district and HPD.*

Section 7: Training and Supervision

The SRO shall receive SRO's work assignments from the Department and shall be supervised in the performance of SRO's duties by the Chief of the Department or designee. The Department shall be responsible for training the SRO according to applicable law enforcement standards. The Superintendent of the District or designee will provide the Chief of the Department with information to assist in evaluating the SRO. Any disciplinary problems or alleged improprieties involving the SRO shall be brought to the attention of the Chief of the Department or designee. *Communication regarding evaluation input or disciplinary input from the district shall be in writing to the appropriate HPD lead.* The School Resource Officers will be released to attend 40 hours of formal training related to investigator orientation and juvenile law enforcement each fiscal year. The department will be responsible for the officers' travel, lodging and meals.

Section 11: Costs

In exchange for the provision of SRO services, the District shall pay the Department \$98,000.00 annually per School Resource Officer for a total of \$392,000 for four (4) Officers. SRO services during summer school may be provided to the district at a cost of \$498.00 per officer, per day for the duration of the summer school session. Contracted days for summer school must be consecutive days.

Overtime expenditures for officers working specific school events will be covered by the Hanford Police Department. These events include Graduations, Prom, Home Football Games and Home Basketball Games. The District may contract with the Hanford Police Department for SRO services for additional school

events, other than those listed above, as necessary. For these additional services, the Hanford Police Department will charge the District an hourly rate of \$81.75. Official Requests for additional SRO coverage must be submitted to the SRO unit supervisor in writing.

In exchange for the Hanford Police Department covering the cost of overtime for specific school events as described above (Graduations, Prom, Football, Basketball) the District will not request a refund for services in the event a School Resource Officer is absent due to training, sickness, or other unforeseen circumstances. In the case of an absent SRO, all efforts will be made to have other SROs cover the absent SRO's campus. In the event an SRO will require a long-term absence, another Officer will be assigned to temporarily cover their campus.

Contract extensions and inflation increases to SRO rates will be discussed annually in May.

The parties have executed this Agreement on the date written below.

Hanford Joint Union High School District

By: _____
Victor Rosa
Superintendent

Date: _____

Hanford Police Department

By: _____
Parker Sever, Chief of Police

Date: _____

City of Hanford

By: _____
Mario Cifuentez, City Manager

Date: _____



AGENDA STAFF REPORT

MEETING DATE: 10/17/2023

AGENDA SECTION: PUBLIC HEARING

SUBJECT:

Public Hearing to accept comments regarding the adoption of the Resolution of Necessity 23-40 R for APN 001-040-015 (the "Property") authorizing the City Attorney to take the steps necessary to finalize the acquisition of the property for the widening of 12th Avenue by the City (the "Project").

RECOMMENDATION:

Recommendation: That the City Council, by motion, adopt the Resolution of Necessity 23-40 R for APN 001-040-015 (the "Property") authorizing the City Attorney to take the steps necessary to finalize the acquisition of the property for the widening of 12th Avenue by the City (the "Project").

Recommended Motion: I move to approve the Resolution of Necessity and that the City Attorney is authorized to begin the eminent domain process.

BACKGROUND:

The City Attorney set the October 17, 2023 meeting as the date for consideration of the Resolution of Necessity in connection with the Project.

The City desires to widen 12th Avenue to account for expansion to the South with future development and the widening of 12th Avenue would be a necessary safety improvement. The City desires to acquire a portion of the Property for this widening.

Negotiations with the property owner have not been successful. Although the property owner initially agreed upon a purchase price and the parties entered escrow, the property owner refused to provide permission for the escrow officer to contact lien holders on the property which was required to finalize the transaction.

In preparation for the acquisition of the needed properties, the City prepared an appraisal for the Property and made a statutory offer to the affected property owner. These steps were taken to ensure compliance with all applicable laws.

It is important to note that this hearing, by law, is not conducted to discuss or in any way address the compensation for the land that will be needed for completion of the Project. This hearing is held to have the Council make the necessary findings and establish by resolution the public necessity for the Project and consequently for the identified parcels needed to complete the project. Any public testimony or council discussion regarding the value of the properties would be inappropriate.

The attached Resolution of Necessity must be passed by a 2/3 vote of council (or 4 of 5 in favor) and

would authorize the City Attorney to initiate an Eminent Domain process, if necessary, to secure the parcels for the desired parking lot. Such process would require a complaint to be filed in Superior Court along with a deposit equal to the fair market value appraisal obtained by the City for the subject property. The total fair market value for the Property is \$16,000.00. City would also request an order of immediate possession from the court, which would provide the City with the ability to take possession of the Property before the Eminent Domain court proceedings have been completed.

FISCAL IMPACT:

Fair market value as identified in the appraisal would be offered for the property.

ATTACHMENTS:

1. Delgado Resolution
2. Delgado Resolution Exhibits

RESOLUTION 23-40R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HANFORD APPROVING THE ACQUISITION OF AN
INTEREST IN PROPERTY FOR THE 12th AVENUE
WIDENING PROJECT

THE CITY COUNCIL OF THE CITY OF HANFORD (the “Council”), by vote of two thirds or more of its members, FINDS, DETERMINES, DECLARES AND RESOLVES as follows:

WHEREAS, the City of Hanford (the “City”) has adopted a project to widen and improve 12th Avenue south of Springcrest Street. The project will result in an additional travel lane, new curb, gutter, sidewalk, and street lighting improvements providing greater safety and convenience for the public (the “Project”); and

WHEREAS, the City intends to carry out and make effective the principal purpose pursuant to Code of Civil Procedure §1240.120(a), and in connection with the Project, acquire interest in certain real property more specifically described in Exhibit A to this resolution. The stated public use is a function of the City; and

WHEREAS, the City is authorized to acquire the interests in the property described in Exhibit A herein and exercise the power of eminent domain for the public use set forth herein in accordance with the California Constitution and the California Eminent Domain Law, Code of Civil Procedure §1230.010 et. seq. and pursuant to California Government Code §37350.5 and §38730 and Code of Civil Procedure §1240.125; and

WHEREAS, the interest in the property to be acquired consists of fee simple. The property to be acquired is described and shown in Exhibit A, attached hereto and incorporated herein by reference, together a map thereof; and,

WHEREAS, on September 18, 2023, there was mailed a “Notice of Intent” regarding Adoption of a Resolution of Necessity to Acquire Property by Eminent Domain (“Notice of Intent”) of the interest in the real property described in Exhibit A herein, which Notice of Intent is

attached hereto as Exhibit B and is incorporated herein by this reference. Said Notice of Intent was mailed to all persons whose names appear on the last equalized County Assessment Roll. Said Notice of Intent advised said persons of their right to be heard on the matter referred to therein on the date and at the time and place stated therein; and,

WHEREAS, the hearing set out in said Notice of Intent was held on October 17, 2023 at the time and place stated herein, and all interested parties were given an opportunity to be heard following which the hearing was closed.

NOW, THEREFORE, based upon the evidence presented, this Council by vote of two-thirds or more of its members, further FINDS, DETERMINES, DECLARES AND RESOLVES each of the following:

1. The public interest and necessity require the Project.
2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The property described herein in Exhibit A is necessary for the Project.
4. The offer required by §7267.2(a) of the Government Code, together with the accompanying statement of and summary of the basis for the amount established as just compensation, was made to the owner or owners of record, which offer and accompanying statement/summary were in a form and contained all of the factual disclosures provided by Government Code §7267.2(a).
5. All conditions and statutory requirements necessary to exercise the power of eminent domain (“the right to take”) to acquire the interest in the property described herein have been complied with by the City.
6. The City Attorney is hereby AUTHORIZED and EMPOWERED:
 - a. To acquire in the name of the City, by condemnation, the interest in the property described in Exhibit A, attached hereto and incorporated herein by this reference, in accordance with the provisions of the California Eminent Domain Law and the Constitution of California.
 - b. To acquire the property in fee simple absolute unless a lesser estate is described in Exhibit A herein.

- c. To prepare or have prepared and to prosecute or to retain counsel to prosecute in the name of the City such proceedings in the proper court as are necessary for such acquisition.
- d. To deposit the probable amount of compensation, based on an appraisal, and if needed to apply to said court for an order permitting the City to take immediate possession and use of said property for said public uses and purposes.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Hanford at a special meeting thereof held on October 17, 2023, by the following vote:

COUNCIL MEMBERS: PADEN, MORROW, SHARP, MARTINEZ, KAIRIS

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

NATALIE CORRAL
CITY CLERK
of the Council of the City of Hanford

APPROVED

TRAVIS PADEN
MAYOR of the City of Hanford

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL TOWNSHIP PLATS THEREOF, IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 17.00 FEET OF THE EAST 42 FEET OF THE SOUTH 184.58 FEET OF THE EAST 236.00 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH 40.00 ACRES OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 3.

CONTAINING 3,138 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT LABELED EXHIBIT "A-1" AND BY THIS REFERENCE MADE A PART HEREOF.



EXHIBIT "A-1"

HANFORD-ARMONA ROAD

NE COR.
SEC. 3-19/21

2028.35'±

S89° 15' 25"E 236.00'

17.00'

25.00'

3138 SQ. FT.

EXISTING 25'
RIGHT-OF-WAY

L.S.P. 19-7
K.C.R.

APN: 011-040-015

N00° 00' 00"E 184.58'

N00° 00' 00"E 184.58'

S00° 00' 00"E 184.58'

N00° 00' 00"E

12TH AVENUE

SOUTH LINE OF THE S 1/2 OF THE N
1/2 OF THE SOUTH 40 ACRES OF THE
E 1/2 OF THE NE 1/4 OF SEC 3-19/21

N89° 15' 25"W 236.00'

17.00'

25.00'

50'

650.01'±

E 1/4 COR.
SEC. 3-19/21

L.S.P. 25-67
K.C.R.



0 25 50

SCALE: 1"=50'



CIVIL ENGINEERS

**ZUMWALT
HANSEN &**

LAND SURVEYORS

609 N. Irwin St.
Hanford, CA 93230
Office: (559) 582-1056
Fax: (559) 584-4143

**17' WIDE ACQUISITION FOR
ROAD PURPOSES
for
THE CITY OF HANFORD**

Job No. 0769214
Drawn By: MO
Checked By: RR
Indexed By:
Date: 5/19/2021

Sheet No.

1 of 1

EXHIBIT B



MEGAN N. DODD

Attorney at Law
dodd@griswoldlasalle.com

559.584.6656
111 E 7th Street
Hanford, CA 93230
www.griswoldlasalle.com

September 18, 2023

VIA CERTIFIED US MAIL

Arthur Delgado
11400 12th Ave
Hanford, CA 93230

Certified Article Number

9414 7266 9904 2185 8941 89

SENDER'S RECORD

Re: *Offer for Purchase of Portion of 11400 12th Ave*

Dear Arthur:

As you are aware, our office represents the City of Hanford which is in the process of widening 12th Avenue. The City was in escrow to purchase the identified portion of your property when it was unable to close. This was due to your failure to authorize a lienholder to communicate with the City. This communication was necessary so that the title could be cleared on the portion of your property which the City was to purchase.

Since the escrow has failed to close, the City will now proceed with the eminent domain process. This letter shall serve as a formal offer to purchase the identified portion of your property as shown in the attached appraisal.

As shown in the attached appraisal, the portion of your property which the City is authorized to seize is valued at sixteen thousand dollars (\$16,000.00). This is the City's current offer to purchase. The attached appraisal includes depictions and descriptions of the portion of your property the City is offering to purchase which includes 3,138 square feet.

Also enclosed is a brochure on the eminent domain process and your rights as a property owner. Please contact our office no later than September 30, 2023 to discuss the offer to purchase. If we do not hear from you on or before that date, the City will proceed with the eminent domain process.

Sincerely,

GRISWOLD, LaSALLE, COBB,
DOWD & GIN, LLP

By:

MEGAN N. DODD

Enclosure
MND\sv
cc: client



APPRAISAL REPORT



ARTHUR DELGADO PROPERTY

Partial Takings for the
12th Avenue Widening Project
11400 12th Avenue
Hanford, California

Date of Value:
April 21, 2023

Client:
City of Hanford





HopperCompany
Real Property Valuation

April 26, 2023

Taylor Dihel, P.E.
Associate Civil Engineer
City of Hanford
900 South 10th Avenue
Hanford, California 93230

RE: *Appraisal of partial taking from the Arthur Delgado property in Hanford, California.*
Our file no. 23-027.

Dear Mr. Dihel:

In accordance with our agreement, I am pleased to transmit the attached appraisal report. I have personally inspected and appraised the residential property located at 11400 12th Avenue, in Hanford, California. The property is owned by Arthur E. Delgado and consists of a single-family residence that is situated on a 1.00-acre homesite.

The City of Hanford is planning for the *12th Avenue Widening Project*, which will improve traffic flow capacity and safety by providing an additional travel lane and installing curb, gutter, sidewalk, and street lighting improvements along 12th Avenue south of Springcrest Street. As part of the project, partial acquisitions of permanent road right-of-way in fee title and the underlying fee interest in an existing road easement are needed from the subject property.

The attached appraisal of the real property has been prepared to assist the City in determining the just compensation to be paid to the property owner for the partial takings. The City of Hanford is the client for this assignment and they have ordered the appraisal.

The purpose of the appraisal is to provide an opinion of the fair market value of the fee and underlying fee interests to be taken along with any net severance damages to the remainder resulting from the partial acquisitions and the construction and use of the project in the manner proposed. The specific definitions of these terms are contained within the attached appraisal report. This is a current value opinion with an effective date of April 21, 2023, which is when the property was inspected by the appraiser.

In conclusion, it is my opinion that the fair market value of the parts taken along with any net severance damages as of April 21, 2023 is:

Fair Market Value of Takings		\$15,785
Net Severance Damages to the Remainder	+	\$200
Final Total Value Opinion		\$15,985
	Rounded to	<u>\$16,000</u>

This opinion of value has been arrived at using the State Rule of appraisal for partial takings. The attached appraisal report details the various steps and procedures that are used to arrive at the value conclusions.

It is the appraiser's intent that the value conclusions and the appraisal report will be used by the City of Hanford only for purposes of assisting in the determination of just compensation for the partial takings. Any reader of the attached report is cautioned to understand the limited purpose for which it has been prepared. Reliance upon the information, data, or conclusions indicated within the report by anyone other than the client, or for any reason other than the stated intended use, is inappropriate and could be misunderstood. This letter is intended only to transmit the attached appraisal report and should not be considered the report itself.

Thank you for this appraisal assignment. If you have any questions regarding it, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'KJH', is positioned above the printed name.

Keith J. Hopper, MAI, R/W-AC, AI-GRS
CA #AG002559 (expires 10/4/2024)

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INTRODUCTION TO THE APPRAISAL



HopperCompany
Real Property Valuation

THE APPRAISAL PROBLEM

The subject of this appraisal is a residential property that is located along the west side of 12th Avenue, south of Springcrest Street, in Hanford, California. The property is owned by Arthur E. Delgado and it consists of a single-family residence that is situated on a 1.00-acre parcel.

Some of 12th Avenue between Hanford-Armona Road and Hume Avenue has already been fully improved and the street has two travel lanes that are separated by a raised median, but other sections on the west side of 12th Avenue to the south of Springcrest Street have not yet been completed. The City of Hanford plans to convert this roadway segment to a four-lane street and they are now undertaking the *12th Avenue Widening Project* to complete the needed roadway construction.

To help facilitate the project, partial acquisitions of permanent road right-of-way in fee title and the underlying fee interest in an existing road easement are needed from the subject property. The City of Hanford needs an appraisal of the real property to assist in determining the just compensation to be paid to the property owner for these partial takings. The client for the assignment is the City of Hanford and they have ordered this appraisal. No other intended users or uses of the appraisal have been identified.

The purpose of the appraisal is to provide an opinion of the fair market value of the fee and underlying fee interests to be taken along with any net severance damages to the remainder resulting from the partial acquisitions and the construction and use of the project in the manner proposed. This is a current value opinion with an effective date of April 21, 2023, which is when the property was inspected by the appraiser.

The appraisal has been prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Ethical Rules of the International Right of Way Association, the California Code of Civil Procedures dealing with Eminent Domain Law, the California Evidence Code, and applicable case law. The results of the appraisal are communicated in this Appraisal Report that provides a thorough presentation of the information impacting the value of the property.

The appraiser who has prepared and signed this appraisal report is competent to value this type of property and is qualified under the competency rule of the USPAP. No one else provided significant professional assistance to the person signing this report.

This appraisal report is a copyrighted work and neither all nor any part of this document may be copied, reproduced, transmitted, or incorporated into any information retrieval system in any form or by any means without the express written permission of the author. The information contained herein is intended for the exclusive use of the client and the other intended user that is identified in this report, and is to be used solely for the intended use that is stated. The Hopper Company retains all ownership of this work and the client and other intended users are simply granted a license to use the work for the intended use. © Copyright 2023 by the Hopper Company. All Rights Reserved.

DEFINITIONS OF TERMS

The following terms are used throughout this appraisal report.

Appraisal: The act or process of developing an opinion of value; an opinion of value (noun). Of or pertaining to appraising and related functions such as appraisal practice or appraisal services (adjective). An appraisal is numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g., assessed value, collateral value). (USPAP, Appraisal Foundation, 2020-21 edition, pg. 3).

Assignment: A valuation service that is provided by an appraiser as a consequence of an agreement with a client. (USPAP, Appraisal Foundation, 2020-21 edition, pg. 3).

Client: The party or parties (i.e., individual, group, or entity) who engage an appraiser by employment or contract in a specific assignment, whether directly or through an agent. (USPAP, Appraisal Foundation, 2020-21 edition, pg. 4).

Report: Any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client or a party authorized by the client upon completion of an assignment. Two types of reports may be written under USPAP: Appraisal Report or Restricted Appraisal Report. (USPAP, Appraisal Foundation, 2020-21 edition, pg. 5).

Real Estate or Real Property: Real estate is an identified parcel or tract of land, including improvements, if any. Real property is the interests, benefits, and rights inherent in the ownership of real estate. (USPAP, Appraisal Foundation, 2020-21 edition, pg. 5).

Just Compensation: Article I, Section 19 of the California Constitution states that “private property may be taken or damaged for public use only when just compensation, ascertained by a jury unless waived, has first been paid to, or into court for, the owner.” Compensation shall be awarded for the property taken. The measure of this compensation is the fair market value of the property taken. (California Code of Civil Procedure, Section 1263.310).

Where the property acquired is part of a larger parcel, in addition to the compensation awarded for the part taken, compensation shall be awarded for the injury, if any, to the remainder. Compensation for injury to the remainder is the amount of the damage to the remainder reduced by the amount of the benefit to the remainder. If the amount of the benefit to the remainder equals or exceeds the amount of the damage to the remainder, such excess shall not be deducted from the compensation required to be awarded for the property taken. (California Code of Civil Procedure, Section 1263.410).

Fair Market Value: The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable. (*California Code of Civil Procedure*, Section 1263.320).

The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following: (a) the project for which the property is taken; (b) the eminent domain proceeding in which the property is taken; or (c) any preliminary actions of the plaintiff relating to the taking of the property. (*California Code of Civil Procedure*, Section 1263.330).

Fee Simple Interest: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 73).

Underlying Fee: The portion of ownership encumbered by a public road easement. Normally, the underlying fee is valued at \$1 because the public has full control over the surface use and the only rights the underlying fee owner has is one of a reversion. (*Right of Way Manual, Chapter 7 - Appraisals*, California Department of Transportation, revised January 2019, sections 7.04.10.00 and 7.13.70.00 G(2)).

Partial Taking: The taking of part of a property for public use under the power of eminent domain; requires the payment of compensation. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 140).

Larger Parcel: In governmental land acquisitions and in valuation of charitable donations of partial interests in property such as easements, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. In most states, unity of ownership, contiguity, and unity of use are the three conditions that establish the larger parcel for the consideration of severance damages. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 105).

Part Taken: The portion of the larger parcel that is acquired. (*Principles of Right of Way*, 4th edition, International Right of Way Association, 2012, pg. 195).

Remainder: In eminent domain condemnation, that portion of a larger parcel remaining in the ownership of the property owner after a partial taking. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 161).

Right of Way: A right to pass over land in some particular path; a strip of land used as a transportation corridor, such as streets and roads, railways, and utility and fiber optic lines, and for other private or public transportation uses. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 167). The right to pass across the lands of another; land or property, or an interest in land or property, for transportation purposes (for example, roads, public transport, utilities, and so forth). (*Principles of Right of Way*, 4th edition, International Right of Way Association, 2012, pg. 364).

Uneconomic Remnant: A remainder property of little value or use; the parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner. (*Principles of Right of Way*, 4th edition, International Right of Way Association, 2012, pg. 373).

State Rule: In condemnation, the process of determining just compensation by estimating the value of the portion to be acquired as part of the whole property plus the net damages; may be referred to as a taking plus damages. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 180).

Damages: Damage to the remainder is the damage, if any, caused to the remainder by either or both of the following: (a) the severance of the remainder from the part taken; and/or (b) the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the damage is caused by a portion of the project located on the part taken. (*California Code of Civil Procedure*, Section 1263.420).

In condemnation, the loss in value to the remainder in a partial taking of property. Generally, the difference between the value of the whole property before the taking and the value of the remainder after the taking is the measure of the value of the part taken and the damages to the remainder. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 48). The loss in value to the remaining property as a result of a partial taking. (*Principles of Right of Way*, 4th edition, International Right of Way Association, 2012, pg. 194).

Benefits: Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the benefit is caused by a portion of the project located on the part taken. (*California Code of Civil Procedure*, Section 1263.430).

In eminent domain valuation, the advantageous factors that arise from a public improvement for which private property has been taken. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 17). An increase in value to the remainder property subsequent to a taking for a public improvement. (*Principles of Right of Way*, 4th edition, International Right of Way Association, 2012, pg. 194).

Arm's Length Transaction: A transaction between unrelated parties who are each acting in his or her own best interest. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 10).

SCOPE OF WORK IN THE APPRAISAL

The scope of work undertaken in this appraisal refers to the type and extent of research and analysis that is performed in answering the appraisal problem and completing the assignment. An appropriate scope of work is determined based on input from the client and it leads to credible assignment results as measured within the context of the intended use of the appraisal. The scope of work includes the degree to which the subject property is identified and inspected, the type of data that is sought and the level of research that is performed, and the type and extent of analyses that are applied to arrive at opinions and conclusions. Credible assignment results require support by relevant evidence and logic. (*USPAP*, Scope of Work Rule, Appraisal Foundation, 2020-21 edition, pgs. 13-14).

Subject Property Identification & Inspection

In this appraisal, the appraiser has sought to become as knowledgeable about the subject property and the market within which it operates as typical market participants would be. With this goal in mind, it is important to recognize that the appraisal is performed with a limited amount of data and that various legal, monetary, and time constraints may preclude the appraiser from making exhaustive investigations.

The following tasks and investigations have been performed:

- The assignment was ordered by Taylor Dihel, a professional engineer with the Public Works Department of the City of Hanford. He had previously ordered an appraisal of the property that was performed in July 2021, and he also ordered this appraisal as an update to that earlier assignment. He confirmed that no changes have been made to the project, its design, or the takings that are needed from the subject property.
- A personal inspection of the property was made by the appraiser on April 21, 2023. No one else was present for the inspection and the property was viewed from the public right-of-way. Descriptions and photographs from the previous appraisal were reviewed to see if any significant changes to the property have occurred in the past two years.
- The inspection also included a viewing of the proposed take areas. The inventory of improvements in the take areas that was previously compiled was also reviewed to see if any changes had taken place. Consideration was given to possible severance damages and/or benefits that would result from the takings and project construction and use.
- An ownership history going back a minimum of five years is researched, including any available details of recent sales, listings, or offers to purchase.
- Investigations were made into the applicable zoning and other land use restrictions impacting the use and development of the property.

Data Research

In an effort to properly understand the market in which the subject property operates, several additional steps have been taken:

- The surrounding neighborhood area has been visually inspected to identify existing land use patterns and trends, property conditions, potential market transactions, and other influences affecting the property.

- Demographic, regulatory, and economic data on the neighborhood, city, and region are collected from various governmental, Internet, and private sources to help in identifying trends that may be impacting the value of the property.
- Specialized research is made into the unique characteristics of the property's market segment to better understand the forces and factors that influence value and the current conditions affecting supply and demand.
- Discussions are held with various market participants to gain insight into current market conditions and transactions.
- Detailed market data is gathered in the form of property sales and development cost information. Numerous sources of information are used to help identify this market data, including public document recordings, local multiple listing services, Internet resources and databanks, the appraiser's own files and databases, published construction cost sources, and contacts with active market participants.

Valuation Analysis

Once the necessary background information about the subject and its market area are gathered, the valuation analysis is performed. Because the procedures and methods used in valuing properties subject to possible condemnation are strictly governed and controlled by law and the courts, diligent efforts have been made to adhere to California Code of Civil Procedure Title 7, which is the Eminent Domain law, the California Evidence Code, and applicable case law that establishes precedents or rulings pertaining to various aspects of condemnation valuation. While the appraiser is not an attorney, numerous resources have been consulted and specialized appraisal training has been received in an attempt to adequately understand and properly apply the law as it pertains to the valuation of the subject property.

These steps are followed:

- The highest and best use of the property is analyzed. This analysis is based on logic, observed evidence, and the appraiser's experience in the local market.
- The nine-step State Rule of appraisal for partial acquisitions is followed. In following this procedure, the sales comparison and cost approaches to value have been performed.
- The results of the appraisal process are then communicated in this narrative-style Appraisal Report that provides a thorough presentation of the important facts and information having an impact on the value of the subject property.

EFFECTIVE DATE OF VALUE AND APPRAISAL REPORT

The effective date of value represents the point in time to which the appraisal analyses and opinions pertain, and in this report the date of value is April 21, 2023. This represents the date when the appraiser made a personal inspection of the subject property and all assumptions and analyses used in the appraisal are based upon valuing the property as of this point in time. The concluded values are current value estimates because the effective date is concurrent with the date that the appraisal report was prepared.

The date of the appraisal report is April 26, 2023. This is the point in time when the final value conclusions were established and the completed appraisal report was transmitted to the client. This date helps to establish the perspective of the appraiser in relation to the effective date of value.

ASSUMPTIONS AND LIMITING CONDITIONS

The assumptions and limiting conditions listed below are central to this appraisal. The list includes basic assumptions and limiting conditions that are typical of many appraisal assignments as well as any extraordinary assumptions or hypothetical conditions that are specific to the subject property and this assignment. This appraisal should only be relied upon within the context of these items.

Basic Assumptions

1. The information and data reported in this appraisal have been obtained from sources that are deemed to be reliable. They are believed to be correct, but cannot be guaranteed by the appraiser. Sources such as government agencies, financial institutions, attorneys, accountants, appraisers, brokers, and buyers and sellers are believed to be true and correct unless conflicting information is discovered through another source. In cases of conflicting information, only reasonable and verifiable data is used, however, no responsibility for the accuracy of such information is assumed by the appraiser.
2. It is assumed that all information provided by the property owner and any persons employed by them is accurate and complete. This would include information about the subject property's physical condition, current and past economic performance, lease agreements, condition of title, and any other items or details that could potentially impact the property's valuation.
3. The effective date of value that applies to the opinions expressed in this report is set forth in the appraisal. The appraiser assumes no responsibility for events, conditions, or circumstances that may subsequently arise and alter the economic or physical condition of the subject property and the opinions and conclusions stated herein.
4. No opinion as to title is rendered. Data on ownership and the legal description have been obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements, and restrictions except those specifically expressed in the report.

5. It is assumed that the property is in full compliance with all applicable zoning and use restrictions unless otherwise indicated in the report. It is further assumed that the property is in complete compliance with all federal, state, and local laws and regulations governing environmental issues, unless otherwise indicated.
6. The property is appraised assuming it to be under responsible ownership and competent management. It is assumed that all required licenses, consents, and other legislative or administrative authority have been or can be obtained for any use on which the value estimate contained in this report has been based.
7. No encroachment of real property improvements is known to exist, and it is assumed that the utilization of the land and any improvements is within the boundaries of the property lines of the property described in this report, unless otherwise indicated.
8. It is assumed, unless indicated to the contrary in this report, that there are no hidden or unapparent conditions of the property, subsoils, or any structures that would render it more or less valuable. No responsibility is assumed for such conditions, and any reports provided to the appraiser by experts in these matters are accepted as true and correct.
9. No opinion regarding the value of subsurface oil, gas, or mineral rights is expressed. The property is not believed to be encumbered by easements nor rights to surface entry for the exploration or removal of such materials unless expressly stated.
10. Unless otherwise stated in this report, the existence of hazardous material substances, including without limitation asbestos, polychlorinated biphenyls, urea-formaldehyde, foam insulation, petroleum leakage, agricultural chemicals, or other potentially hazardous materials, which may or may not be present on the subject property, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test or detect such substances. The presence of such hazardous substances may affect the value of the property. Unless otherwise indicated in the report, all values estimated in this appraisal are based on the assumption that no hazardous substances exist on or in the property or in such proximity to it that would cause a loss in value. No responsibility is assumed for any hazardous substances or for any expertise or knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
11. This appraisal report should not be considered an inspection report on the physical nature or condition of the property. The subject has been inspected on a casual level and no attempt beyond ordinary visual inspection has been made to determine the adequacy or condition of the property. The appraiser is not a construction, engineering, environmental, or legal expert, and any statements given on these matters should be considered preliminary in nature. It is assumed, unless otherwise noted, that all improvements meet applicable building codes.

Limiting Conditions

12. This appraisal is provided only for the purpose of property valuation and the appraiser is neither qualified nor attempting to go beyond that narrow scope. The reader should be aware that

there are inherent limitations to the accuracy of the information and analysis contained in this appraisal.

13. The liability of the appraiser and the Hopper Company is limited solely to the client and only to the amount of the fee actually paid for the appraisal services. Any third parties not identified as intended users who rely upon this appraisal, its facts, or conclusions, do so at their own risk and waive the right to bring any action, directly or indirectly, against the appraiser or firm.
14. The appraisal report is a technical document designed to serve the specific needs of the client and any other intended users that are specifically identified. Other readers are cautioned that the report may not contain all of the information known by the appraiser concerning the subject property or the real estate market. While no factors considered to be significant have been knowingly withheld, there is a potential that information of importance to another reader may not be included in the report.
15. This appraisal is performed with a limited amount of data. These limitations arise from economic, physical, and legal constraints that prohibit the appraiser from making exhaustive investigations about the subject property, the real estate market, and the comparable data.
16. A reasonable attempt to gather, investigate, and verify the comparable data used in this appraisal is made by the appraiser consistent with the efforts typically made by other real estate professionals operating in the local market. However, the analyses and conclusions used in this appraisal are subject to the accuracy of such data.
17. No opinion is intended to be expressed for legal matters or that which requires specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers.
18. No engineering survey of the property has been made by the appraiser. Data relative to size, dimensions, and area are derived from sources deemed reliable. Maps, plats, and exhibits included in the report are for illustration only and should not be relied upon for any other purpose.
19. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the author, particularly as to the valuation conclusions, the identity of the appraiser or firm with which he is connected, or any reference to the Appraisal Institute or to the MAI or AI-GRS designations.
20. Possession of this report or any copy thereof does not carry with it the right of publication, nor may the same be used for any purpose by anyone except the appraiser, without the previous written consent of the appraiser, and in any event, only in its entirety.
21. No right to expert testimony is included with this report and the fee for this appraisal does not include payment for pre-trial conferences, taking of depositions, exhibit preparation, expert witness fees, or other additional work beyond the initial scope of this assignment. If the appraiser is subsequently required to provide any such services, the client or party initiating the demand will be responsible for payment of expert fees associated with the time and effort needed to provide them.

22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of the subject property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible non-compliance with the requirements of ADA was not considered in estimating the value.
23. The age of any improvements to the subject property mentioned in this report should be considered an estimate based upon circumstantial, conversational, or documented evidence.
24. No separation of land and any improvement values may be used for any other purpose than that delineated elsewhere in this report.

Extraordinary Assumption

An extraordinary assumption is “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.” (*USPAP*, Appraisal Foundation, 2020-21 edition, pg. 4). The use of one or more extraordinary assumptions may affect the assignment results.

25. Information about the proposed project and its improvements and use, as provided by the City of Hanford, is relied upon in analyzing the damages and/or benefits the project will have on the subject remainder property in its after condition. It is an extraordinary assumption that this project information is comprehensive and that no substantive changes to the project will be made after the date of this appraisal report that would have a material impact on the opinion of fair market value.

Hypothetical Condition

A hypothetical condition is “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in the analysis.” (*USPAP*, Appraisal Foundation, 2020-21 edition, pg. 4). The use of one or more hypothetical conditions may affect the assignment results.

26. The valuation of the subject remainder property in its after condition is based on the hypothetical condition that the parts being taken have been severed from the larger parcel and the project has been constructed and is in use in the manner proposed as of the effective date of value for this appraisal.

CERTIFICATION OF THE APPRAISAL

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I previously appraised the subject property in July 2021 for the City of Hanford as part of the same road project, and the client was aware of this prior work before my acceptance of this current assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.
- I am competent to complete this appraisal assignment. Any steps necessary to achieve competency are disclosed in this report.
- This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.



Keith J. Hopper, MAI, R/W-AC, AI-GRS
CA #AG002559 (expires 10/4/2024)

AREA AND PROJECT INFORMATION



HopperCompany
Real Property Valuation

REGIONAL AREA INFORMATION

The subject property is located in the city of Hanford, in Kings County, California. The County of Kings is one of eight counties comprising the southern San Joaquin Valley region of California, and it is made up of four incorporated cities and numerous smaller unincorporated communities. While the Valley has long been overshadowed by the major metropolitan areas of Southern California and the Bay Area, it is now the fastest growing section of California and is a rich agricultural region that is often referred to as the “bread basket of the world.”



Kings County is central to all of California with Hanford being 200 miles north of Los Angeles and 210 miles south of San Francisco. It is also just 32 miles south of Fresno, one of the largest metropolitan areas in the San Joaquin Valley and the state’s fifth largest city.

Geography

The geography of Kings County is largely flat and located on the valley floor. Elevations range from 175 feet above sea level at the Tulare Lake to 3,500 feet near the Kings/Monterey County line. The County encompasses 1,391.49 square miles of land area or nearly 890,798 acres, with farmland representing 818,082 acres or nearly 92% of the total land area.

The Tulare Lake basin was once the largest freshwater lake in the United States west of the Great Lakes, but in the late 19th century this land area was reclaimed with a series of dams and levees that have created a rich agricultural region. Kings County boasts an average growing season of 257 days with around 197 clear sunny days.¹



Population Trends

While often viewed as the downtrodden sibling to California’s coastal powers, the San Joaquin Valley has emerged as an area on the rise as it has outpaced the Bay Area and Southern California in both population and economic growth. Of the 20 fastest-growing counties in the state, twelve are in the Valley. While many Valley counties have strong birth rates, suggesting residents planting roots in the region are doing so to have children in a place that is far more affordable than the coastal counties, the Valley is also seeing an influx of new residents from other parts of the United States. At the same time, the Bay Area and Southern California are losing tens of thousands of residents to other parts of the state and country.



Kings County is a rather sparsely populated area, and as of January 2022 the population stood at 152,023 people or just 109 persons per square mile. The county grew by 964 residents or 0.6% in the past year, ranking it 33rd in size amongst California’s 58 counties. Over the last ten years, the county’s population has grown by just 1,877 people or 1.3% in total, and in some of these years there were declines.

¹ *Kings County General Information*, Kings County Community Development Agency.

Hanford has generally done better than the county, although in 2021 the city lost 245 residents for a growth rate of -0.4%. In the past ten years, however, the city has added 3,525 people for total growth of 6.4% or a compounded annual rate of 0.6%.

Income & Cost of Living

The median per capita personal income in Kings County was \$43,176 in 2021, which represents 4.3% annual growth. For the year, Kings County residents earned just 56.4% of California's statewide median personal income of \$76,614.

While it is evident that Kings County and its communities are below the average effective incomes of California and the nation overall, this area is also somewhat lower with respect to the associated cost of living. As of March 2019, Hanford's cost of living index stood at 92.2. This is below the national average of 100.0 and other higher priced areas of California, like Los Angeles (145.8), San Francisco (174.3), Sacramento (101.9), and San Diego (140.3).

Economic Base

The economy in Kings County is dominated by agriculture and despite being only 33rd in population amongst California counties it ranked as the 8th most productive agricultural region in the state in 2021. Annual production for the year was \$2.343 billion, which is an increase of \$163.668 million or 7.5% from the previous year. The largest crops include milk, pistachios, almonds, cotton, cattle and calves, tomatoes, corn, walnuts, livestock and poultry, and alfalfa.

Another significant contributor to the local economy is corrections. State prisons are located in Corcoran and Avenal along with a substance abuse treatment facility in Corcoran. These institutions combine to house nearly 14,000 inmates. There is also a state prison in nearby Coalinga, which is part of Fresno County, and it houses another 3,300 prisoners. Many of the officers and employees who staff these facilities along with their families live throughout Kings County and some families of inmates are also drawn to the area to live.

Yet another vital influence on the county's economy is the Naval Air Station at Lemoore, home to the Pacific Strike Fighter Wing. Commissioned in 1961, this is a strategic master jet station whose purpose is to provide aviation support to the Pacific Fleet. More than half of the Navy's F/A-18E/F Super Hornet aircraft are stationed at the base, and it is the only Navy installation to house the F-35C Lightning II aircraft. In total, Lemoore NAS is home to six operational strike fighter squadrons, two fleet replacement squadrons, one search and rescue squadron, and four West Coast Carrier Air Wing Commands. Some 210,000 flight operations occur each year. In 2019, the base generated \$947 million in economic impact to Kings County and it provides nearly 8,500 jobs.



Indian gaming has also had a positive influence on the local economy and brought with it greater entertainment options for local residents. The 170-acre Santa Rosa Rancheria has been home to the Tachi Yokut Indians since 1934, but until the 1980s the reservation was a desolate area with limited farming opportunities and poor-quality housing. With the passage of the Indian Gaming Regulatory Act in 1988, the tribe began partnering with various casino management firms to open a bingo hall. The

success of that initial venture has grown exponentially since that time. Now, the tribe operates the Tachi Palace Casino Resort with a full casino, a 255-room hotel, a spa and fitness center, convention facilities, and an entertainment venue. The Tachi Palace employs over 800 people, many of whom are Native Americans.

Labor & Employment

Kings County had a labor force of approximately 58,500 people as of March 2023, with unemployment of 9.7% for the month. This is somewhat higher than the previous month's jobless level of 9.4% and is also above the 8.2% rate seen one year ago. The county's unemployment rate spiked in April 2020 due to the outbreak of the COVID-19 pandemic, then showed solid improvement before bottoming out at 5.5% in September 2022. Since then, the employment picture has begun to change again and the jobless rate has been steadily moving higher as the economy struggles from higher interest rates, steep inflation, and a pending recession.

Hanford's labor force totaled 25,700 workers in March 2023 and unemployment stood at 8.2% for the month. This too is up from the previous month and year-ago levels. Major employers located in Hanford include the County of Kings, Adventist Health, the Hanford Elementary School District, Del Monte Foods, and Walmart.

Real Estate Market

The local real estate market has generally been on an upward trend for more than a decade with only periodic pauses in property value appreciation before resuming its push higher to historic value levels. This trend seems to be shifting now, however, as sharp increases in mortgage interest rates, substantial inflation, and a cooling economy are putting the brakes on the real estate market.

According to the California Association of Realtors, over the past seventeen years the median price of existing homes in Kings County was at a low of \$114,280 in July 2011 and it peaked at \$381,500 in May 2022. However, over the last year home values have declined by \$26,500 or -6.9% to a median value of just \$355,000 in March 2023. Kings County now ranks fifth out of six southern San Joaquin Valley counties in median house price.

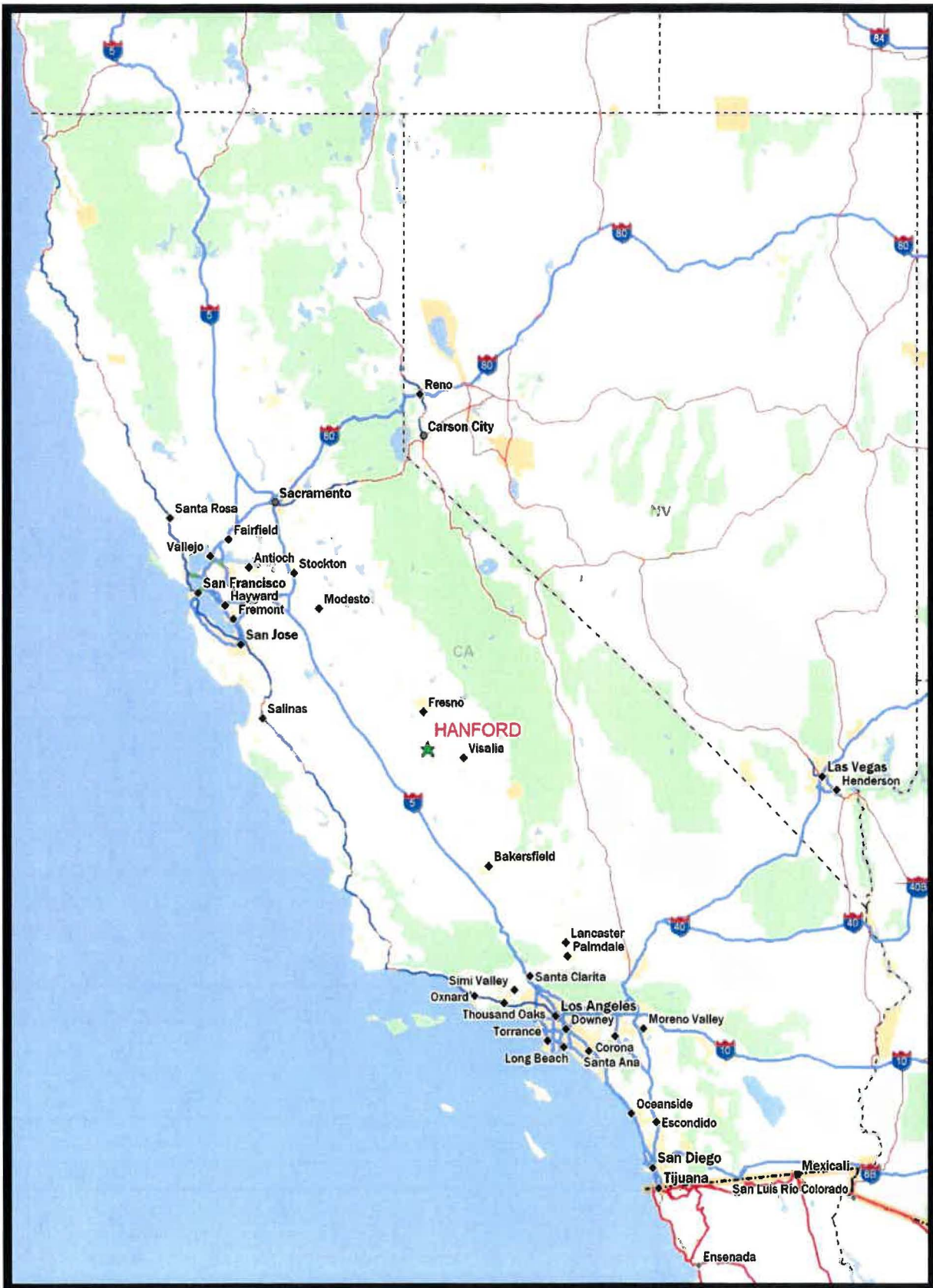
Another indicator of the health of the local housing market is the median number of days that homes are on the market prior to a sale. Over the past three years, Kings County saw exposure times go as low as 4 days and as high as 53 days, but as of March 2023 the timing stood at 18 days.

Much of the increase in home prices in recent years has been driven by an imbalance of supply and demand. In the midst of strong demand from homebuyers, there has been very little inventory of housing available for sale, which puts upward pressure on home prices. The unsold inventory index shows that Kings County had just 2.3 months of available housing supply in March 2023, well below the 6 to 7 months of supply that is indicative of a balanced market. Thus, while home prices are declining somewhat, a major correction is not expected to occur so long as homebuyer demand remains high.²

² California Association of Realtors, www.car.org

Conclusions

Kings County and the city of Hanford are rural areas located in the center of California's San Joaquin Valley agricultural region. While the region has experienced some annual declines in population, over the past decade it has expanded the number of residents somewhat, with the bulk of the population increase taking place in Hanford. The economy is largely based on agriculture, but prisons, the military, and Indian gaming help to provide some degree of diversification. Recently, the economy is showing weakness and the unemployment rate is rising. Higher mortgage interest rates have caused housing prices to drop somewhat, but there continues to be an imbalance of supply and demand, which is helping to mitigate home value declines to an extent.



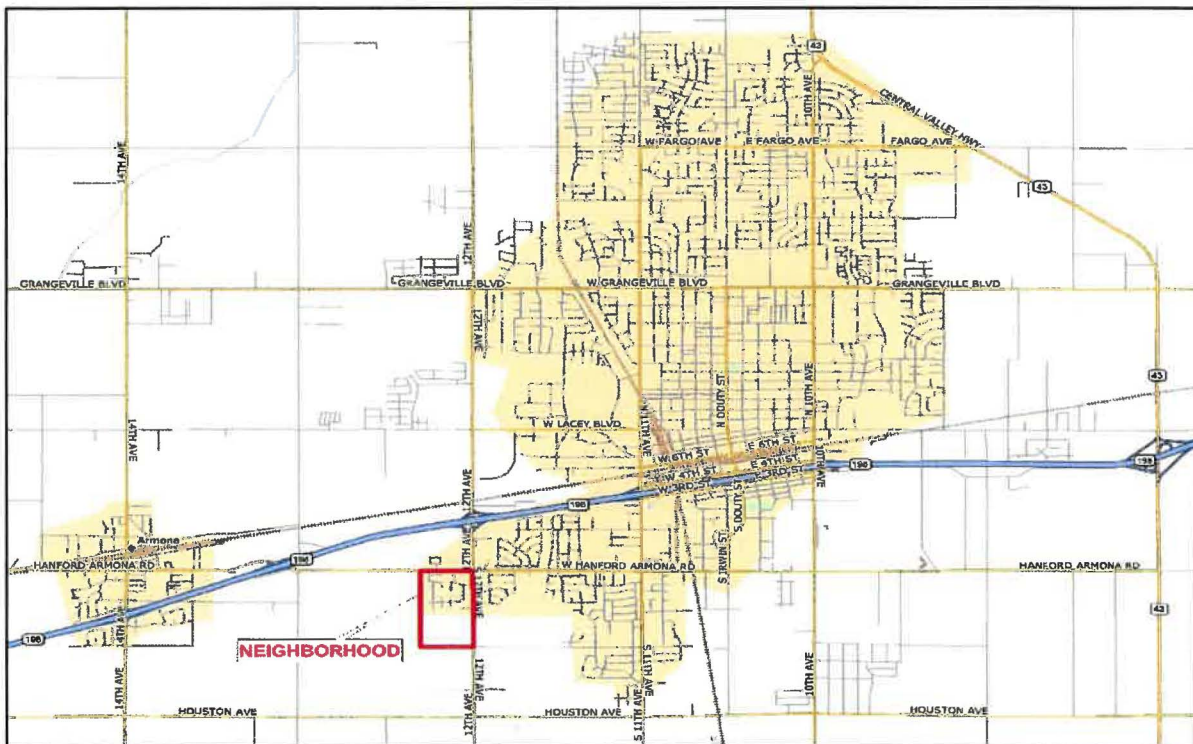
CITY LOCATION MAP

NEIGHBORHOOD AREA INFORMATION

The neighborhood area where the subject property is located is part of the southwest section of Hanford, and it is on the leading edge of southwesterly urban development for the city.

Boundaries & Location

The boundaries that help to delineate the neighborhood are considered to be Hanford-Armona Road on the north, the Hume Avenue alignment on the south, 12th Avenue on the east, and the city limit line on the west.



The neighborhood is just one-half mile south of Hanford's major retail district, which is centered around the intersection of 12th Avenue and Lacey Boulevard. This area is home to the Hanford Mall along with several shopping centers that are anchored by major retailers like Walmart, Target, Lowe's, and Home Depot. Hanford's primary medical district is also in this area and it is home to the modern Adventist Medical Center hospital.

As the county seat, Hanford is home to most of the departments and services provided by Kings County, many of which are located at the Government Center one mile to the north. Offices for County Planning, Recorder and Clerk, Assessor, Counsel, and Administration are here along with the Superior Courts.

Hanford's downtown central business district is just 1½ miles to the northeast. This is home to City Hall, the Civic Auditorium, the Fox Theatre, the financial district, and an older retail district. The industrial park

area of town is two miles to the southeast along Iona Avenue, and it is home to several large manufacturing plants, processing facilities, and industrial installations.

Land Use Trends

The entire neighborhood is within the Hanford city limits and land use is governed by the city. The vast majority of properties in this area are zoned for low-density single-family residential uses, and the primary land use in the neighborhood is residential in nature.

Urban residential development originally took place in the neighborhood in the 1960s and 1970s. The homes built in this era are situated at the northern end of the neighborhood and they typically range in size from 950 to 1,500 square feet with three or four bedrooms and two bathrooms. The houses are situated on lots of 5,000 to 8,500 square feet. These houses feature average quality construction and have been maintained in average to fair conditions.

More recently, homebuilding began again in earnest in the mid-2000s and since then a couple hundred new houses have been added to the neighborhood inventory. These homes tend to be somewhat larger at 1,500 to 2,000 square feet and they offer three or four bedrooms and two or three bathrooms. The lots that they are situated on tend to be similar to those of the earlier homebuilding, however. Currently, there is one new subdivision that is now in the process of constructing its lots prior to home sales, and it will add 99 new houses once it builds out. This will effectively complete the urbanization of the neighborhood leaving little or no vacant land available.

A small number of rural homesites were developed prior to any urban encroachment into the neighborhood. These are generally older homes that are on 1.00 to 1.56-acre lots fronting on 12th Avenue. There is also a single multifamily property in the area that offers nine units housed in one-story buildings, and it was built in 1962.

In the northeast corner of the neighborhood, near the intersection of 12th Avenue and Hanford-Armona Road, there is a small pocket of properties that are zoned for neighborhood commercial and public facilities uses. Much of the commercial land remains vacant and there is only an old, vacant retail building on one of the parcels. The public land is occupied by a new fire station that was built in recent years by the City of Hanford.

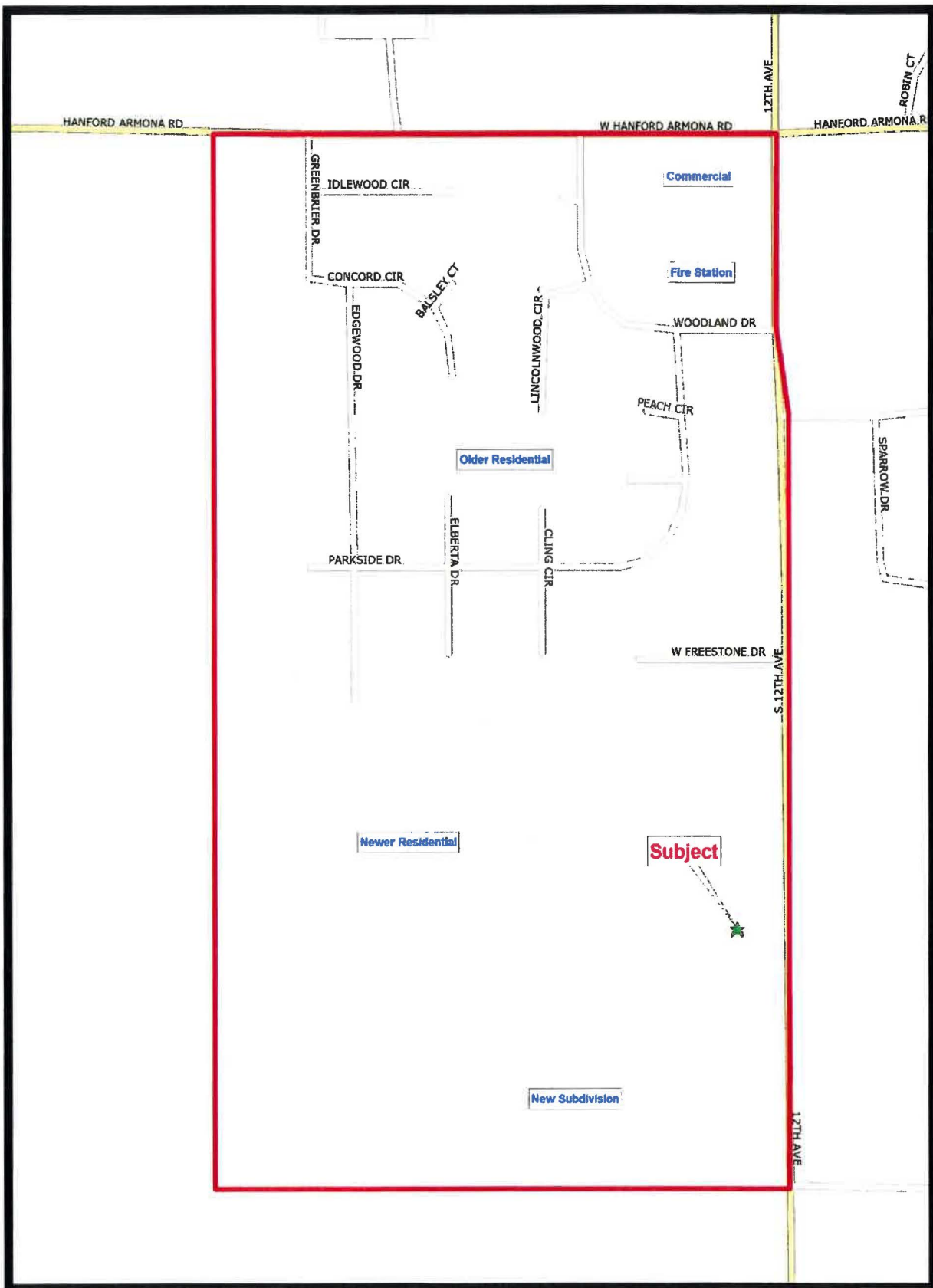
Property Value Trends

Property values in this neighborhood have tended to track the trends being seen throughout the larger Hanford market area. Residential properties have performed well in recent years, and despite a brief pause in the market in early 2020 when the COVID-19 pandemic hit, they have shown solid appreciation. Over the past twelve months (April 2022 – April 2023), houses have been selling in a price range of \$143,000 to \$390,000 with a median sales price of \$324,750. The average time on the market has been 17 days.

This compares with a price range of \$198,900 to \$388,000, a median price of \$327,000, and an average marketing time of 16 days over the previous 12-month period (April 2021 – April 2022). So, property values and marketing times have changed very little in the past year.

Conclusions

In summary, the subject property is part of a largely residential neighborhood that is on the edge of southwest urban expansion for Hanford. While urban development began to occur nearly 60 years ago, the neighborhood has only in the last 15 years seen a renewed interest in homebuilding. Now, with the final new subdivision under construction, it is reasonable to expect that the area will reach full build out and urbanization in the next few years. Property values have fluctuated over the past two years, first rising higher until mid-2022 and since then falling back, and overall they have shown little change during this period.



NEIGHBORHOOD AREA MAP

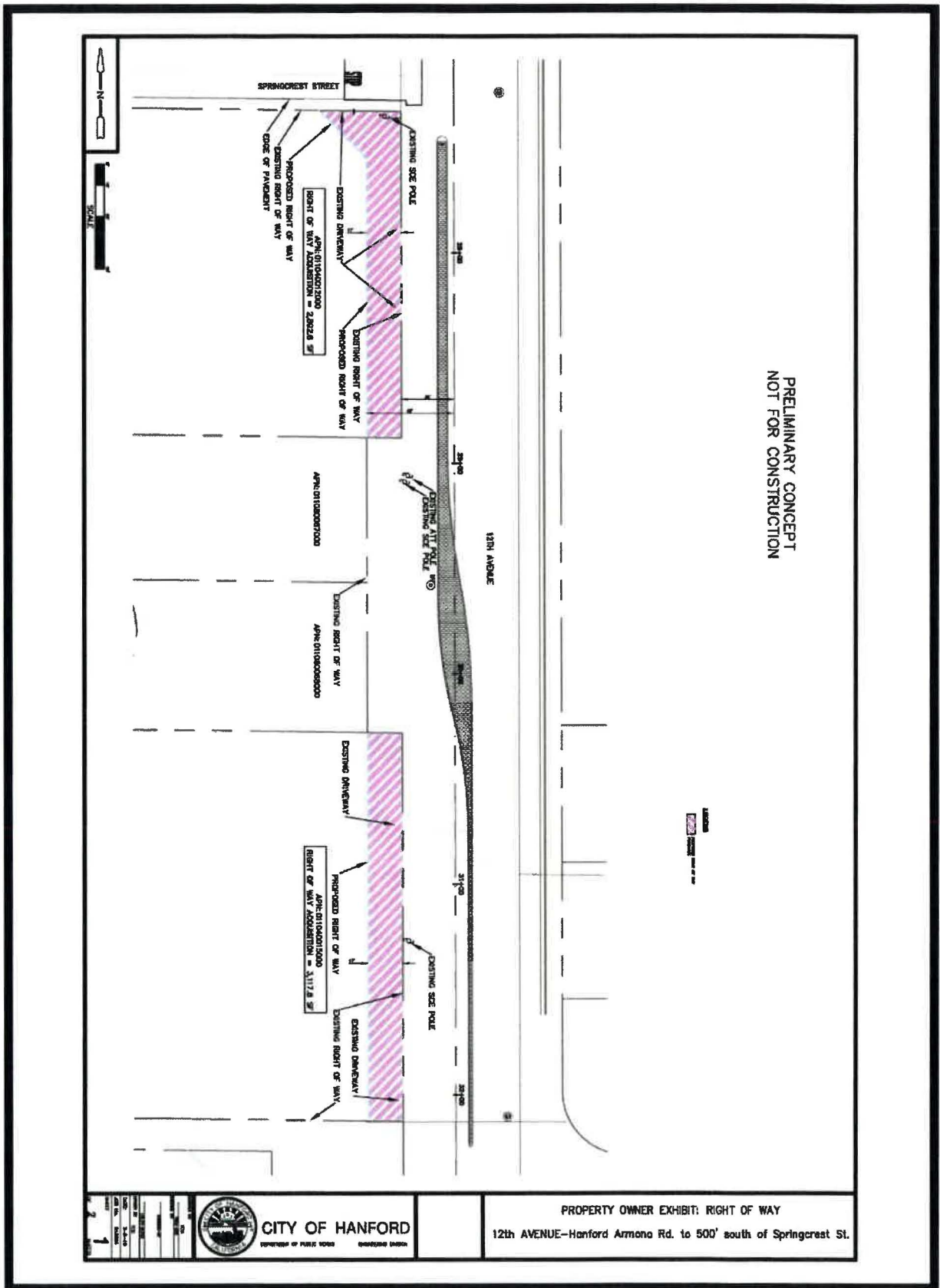
PROPOSED PROJECT INFORMATION

12th Avenue is a major north-south arterial serving the city of Hanford, and as urban growth continues to occur south of State Route 198 this roadway is increasingly important for transporting residents who live in the area and the businesses that serve them. Currently, the segment of 12th Avenue between Hanford-Armona Road and Hume Avenue supports about 7,000 vehicles per day. The street is built out on its east side and a raised center median separates the travel lanes. Portions of the west side are also completed, but the section situated to the south of Springcrest Street is only partially finished.

The City of Hanford plans to convert the entire street segment to a four-lane road, but additional widening of the roadway is necessary to eliminate a potential bottleneck in the area that is not built out. As a result, the city is undertaking the *12th Avenue Widening Project* to complete the needed roadway construction.

The project is intended to improve traffic flow capacity and safety by providing an additional travel lane and installing curb, gutter, sidewalk, and street lighting improvements. These improvements will be made along the west side of 12th Avenue from Springcrest Street south for approximately 500 feet. Some of the needed right-of-way has previously been dedicated by developers, while additional right-of-way needs to be acquired from two properties. Further to the south, a new residential subdivision is now under construction and as part of that development, the homebuilder will complete 12th Avenue to Hume Avenue.

Along with the planned off-site improvements, the city will also install new drive approaches to replace existing points of vehicular entry. While the project will not extend new utilities into the area, water and sewer laterals will be stubbed to the property lines to allow owners to connect to these services in the future. Existing electrical poles that are placed in the right-of-way will be relocated and placed in the new sidewalk. Funding for the project is coming from local transportation impact fees and storm drainage, water, and wastewater system capital accounts.



PROPOSED PROJECT PLAN

SUBJECT PROPERTY DESCRIPTION AND ANALYSIS



HopperCompany
Real Property Valuation

LARGER PARCEL IDENTIFICATION

The larger parcel represents the whole property from which a portion is to be taken in a partial acquisition. Properly identifying the larger parcel is an essential step in any appraisal involving a partial taking because it defines the scope of the assignment. The larger parcel may be all of one parcel, part of a parcel, or several parcels combined depending on the three unities of title, use, and contiguity. Unity of title refers to how ownership of the property is held, and it is usually required that the larger parcel be owned by the same individual or group of individuals. Unity of use implies that the parcel must be put to the same use or an integrated highest and best use with the property from which the partial acquisition will be taken. Finally, contiguity typically means physical proximity, although in some instances an actual physical connection is not necessary. The following information pertains to and describes the larger parcel that has been identified as the subject of this appraisal.

Property Ownership

The subject property is owned by:

Arthur E. Delgado, a married man as his sole and separate property
11400 12th Avenue
Hanford, California 93230

Ownership and Sales History

Title to the subject property has been held by the current owner for many years and no sales have transacted in the past five-year period. The property is not currently listed for sale.

Legal Description and Street Address

The following legal description details the subject property.

The East 236 feet of the South 184.58 feet of the South half of the North half of the South 40 acres of the East half of the Northeast quarter of Section 3, Township 19 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, according to the Official Plat thereof.

The property is more commonly known by its street address:

11400 12th Avenue
Hanford, California 93230

The subject is also identified as Kings County Assessor's Parcel Number:

APN 011-040-015

LARGER PARCEL DESCRIPTION

The subject larger parcel property consists of a single parcel of land that is located on the west side of 12th Avenue, about 295 feet south of Springcrest Street, in Hanford, California. It is improved with a single-family residence and related yard improvements. The property was originally used as a rural homesite, but it is now entirely within the city limits and surrounded by urban development.

Site Description

The land parcel is rectangular in shape and has an interior lot orientation. The dimensions include a north-south width of 184.58 feet and an east-west depth of 236.00 feet, which provides a total gross land area of 43,561 square feet or 1.00 acre, more or less. The eastern 25.00 feet of the property are encumbered by an existing road easement for the current alignment of 12th Avenue, and this easement burdens 4,614 square feet of the parcel leaving 38,947 square feet of usable land area.

The site has a generally level topography that is at-grade with the height of the fronting street. Soil conditions are believed to be stable. Drainage of the site appears to be adequate with water allowed to percolate into the soil without significant runoff, but the property is not connected to the public storm drain system. The site is entirely within an 'X' flood zone, which is not a special flood hazard area that requires flood insurance.

The parcel is unfinished with no curb, gutter, sidewalk, or street light off-site improvements installed along its 12th Avenue frontage. The property also has a small exposure along Summer Blossom Way near the parcel's northwest corner, and all off-site improvements are in place on this frontage even though access is not available from this street.

All public utilities are available in the immediate area, but the property currently only receives electricity from the Southern California Edison Company, natural gas from SoCalGas, and cable television from Comcast. An on-site domestic well and pump supplies water and a septic tank is used for sewage disposal. The California GeoTracker website does not list the subject as having any known contamination, so it is assumed to be environmentally clean.

A preliminary title report prepared by Chicago Title Company dated October 24, 2019 has been reviewed and it identifies the following items of significance. Mention is made of a right-of-way for public road along the east boundary of the property, which is believed to be the current alignment of 12th Avenue. A deed of trust evidencing a loan in the original amount of \$224,000 that is secured by the property was recorded in July 2005 on behalf of Provident Saving Bank. The interest in this loan was later transferred to U.S. Bank N.A. in August 2021, but the current status of this loan is unknown. The Controller for the State of California filed a lien against the property in January 2007 for postponed real property taxes, and in April 2012 Citibank, N.A. obtained a court judgement for a debt of \$5,196.

Improvements Description

The single-family residence is a one-story house containing approximately 2,373 square feet of living space along with 1,031 square feet of attached storage space. An interior inspection of the house was not

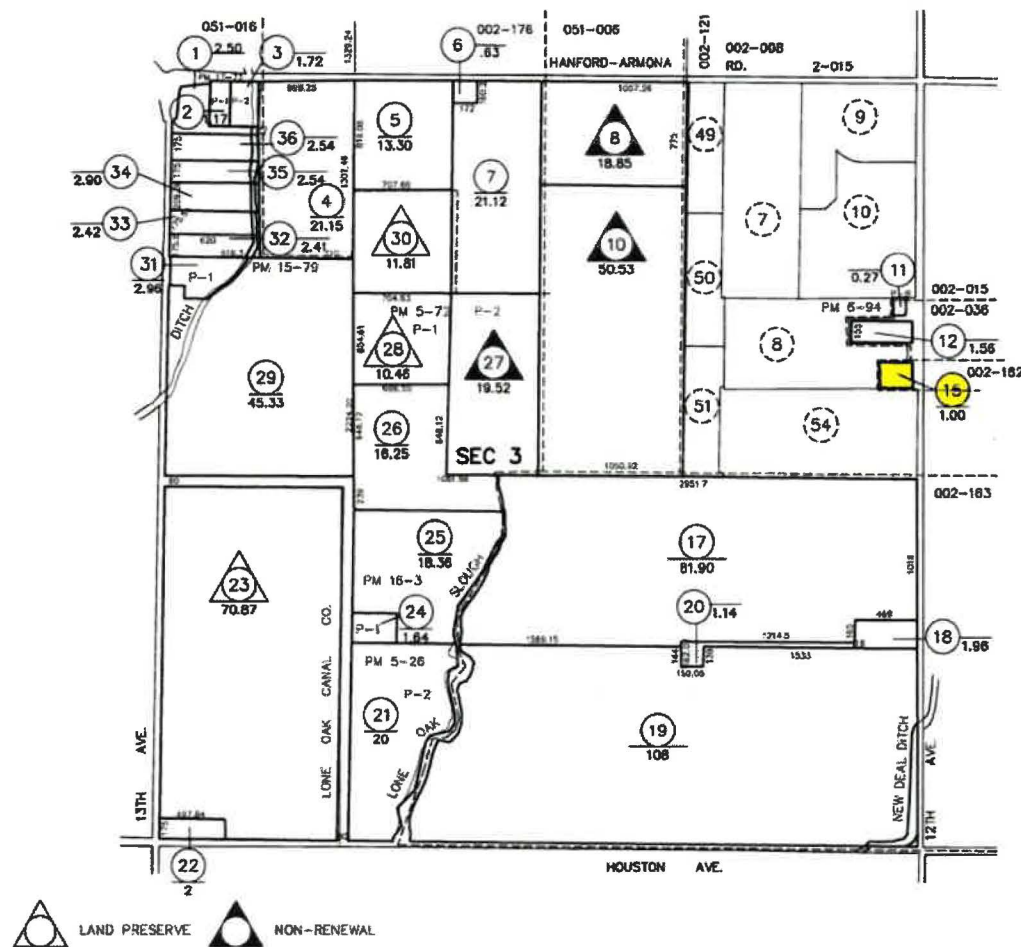
allowed, but the owner reports that the floor plan includes three bedrooms, 1½ bathrooms, a living room, a dining room, a kitchen, and a laundry room.

The house is built atop a concrete perimeter foundation with a concrete slab floor. Exterior walls are framed with wood studs and the house is finished on the outside with stucco, while the storage building has wood siding. A gable-style roof covers the house and it is supported on wood trusses and finished with concrete tile roofing materials. Heating and cooling come from a roof-mounted dual pack unit. The house is also outfitted with a fireplace and a solar panel electric system.

Public records indicate that the house was built in 1953, which gives it a physical age of 70 years old. Based on an exterior-only observation, the residence appears to be of average quality construction and it is judged to be in fair condition.

Various yard improvements are also placed around the house. A concrete driveway leads to a covered carport along the north side of the house and concrete walkways lead to the various entrances. A wood plank fence is placed across most of the north property line, while a concrete block wall stands on the west boundary. Landscaping in the front and backyard consists of various trees and shrubs, but no sprinklers are noticed. A recreational vehicle is placed in the backyard and is reportedly connected to some utilities, and it is surrounded by a small wood plank enclosure.

11-04



ASSESSOR'S PARCEL MAP



AERIAL PHOTOGRAPH



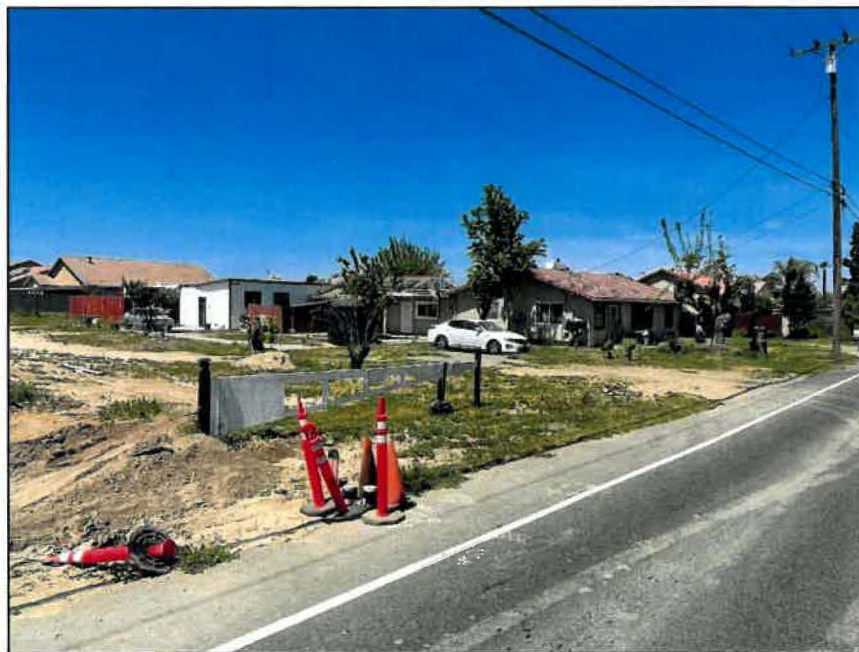
Street scene looking north along 12th Avenue.
The subject property is visible on the left side of the photograph.



View of the subject property looking southwest
across the 12th Avenue frontage.



View of the single-family residence and front yard looking west across the 12th Avenue frontage.



View of the subject property looking northwest from the southeast corner of the property along 12th Avenue.

ZONING & PROPERTY RESTRICTIONS

The subject property is zoned R-L-5 by the City of Hanford as part of a low density residential district. There are three subdistricts within the R-L designation and they differ primarily in the minimum lot size that they allow, with the R-L-5 zone having the smallest required lot size.

Land Use Restrictions

Uses that are permitted in the R-L-5 zone include single-family dwellings, buildings that are ancillary to the main residential use, guest houses, supportive or transitional housing, residential care facilities for up to six persons, day cares for up to eight children, employee housing for six or fewer employees, keeping of household pets, raising of fruit or vegetables, raising of horticultural specialties, parks or playgrounds, public schools, and storm drainage basins.

Other uses may also be allowed with a conditional use permit, such as assisted living or skilled nursing facilities, boarding houses, multifamily dwellings with between two and four units per building, recreational vehicle parks, residential care facilities for seven or more persons, community centers, day cares for over fourteen children, golf or country clubs, mini storage facilities, religious institutions, and private schools.

Development Standards

Along with the land use restrictions, the zoning ordinance also imposes certain development standards for properties in the R-L-5 zone. These include:

1. Lot area – minimum of 5,000 square feet. Lots of between 3,600 and 4,999 square feet may be allowed if additional conditions are met.
2. Lot dimensions:
 - a. Frontage – minimum of 40 feet.
 - b. Width – minimum of 50 feet for interior lots and 60 feet for corner lots.
 - c. Depth – minimum of 90 feet.
3. Density – no more than one dwelling unit per lot is allowed, unless approved as an accessory use or accessory dwelling unit.
4. Lot coverage – the maximum lot coverage is determined by the combined building setback requirements, accessory structure limitations, and off-street parking requirements.
5. Building setbacks – no building may be placed within a building setback area, which include:
 - a. Front – 15 feet from the front lot line for livable building space and 20 feet for garages, carports, and other non-livable space.
 - b. Side – 5 feet from an interior side lot line and 10 feet from a street side property line.
 - c. Rear – 15 feet from the rear lot line, except where there is a landscape easement with wall or fence on the rear of the lot and then 20 feet. The rear building setback is to be increased by 10 feet for buildings over one story in height.
6. Distance between structures – minimum of 10 feet.
7. Height of structures – maximum of 35 feet.
8. Accessory structures – maximum floor area of 120 square feet and must be setback at least 3 feet from side and rear lot lines and separated by at least 10 feet from other structures.

9. Off-street parking – single-family dwellings are to have a minimum of one covered and one uncovered parking space. Parking spaces may not be provided in any building setback area. Recreational vehicles, boats, and other similar vehicles may only be stored or parked within an enclosed side or rear yard, and they may not be used as a residence.
10. Open space – each lot is to have a minimum of 400 square feet of usable open space.
11. Landscaping – all yard areas that are visible from the street, except for driveways and approved parking areas, are to be landscaped.

Conclusions

The current use of the subject property as a single-family residence is permitted in the R-L-5 zone. The property also appears to meet most of the development standards, although it seems that a recreational vehicle is being occupied as a residence.

HIGHEST & BEST USE OF LARGER PARCEL

The R-L-5 zoning that is applied to the property is primarily intended for single-family residential uses, although some other uses that are compatible with a residential district are also allowed. The physical characteristics of the parcel are well suited to supporting a residence due to the level topography, stable soils, good lot dimensions and shape, and the availability of public utilities. With one acre of land area, the parcel is larger than many residential lots that are found in the neighborhood, and along with a house the site is also big enough to support a day care, a residential care facility, or a small park. Local real estate market conditions have begun to change thanks to higher interest rates and a slowing economy, but there is still a good level of demand for housing and it is financially feasible to construct new homes at this time. Therefore, the highest and best use of the land as though vacant is to construct a new single-family house on the site.

The existing use of the subject's building improvements as a house is allowed in the R-L-5 zone and the improvements appear to comply with the development standards. The house is about 70 years old and it is in fair condition, but it has not yet reached the end of its economic life. The structure and the associated yard improvements continue to contribute to the overall value of the property as a whole, and it is not ready for redevelopment yet. Thus, the highest and best use of the property as improved is to continue occupying it as a single-family residence.

PARTIAL ACQUISITION DESCRIPTION

As part of the planned project, partial acquisitions are needed from the subject property for use as permanent right-of-way in fee title and the underlying fee in an existing road easement.

Permanent Right-Of-Way Taking

The right-of-way (ROW) take area is situated on the east side of the property fronting along 12th Avenue. It is a rectangular-shaped strip that is 17.00 feet deep and spans the entire 184.58-foot width of the parcel, and altogether it contains 3,138 square feet of land area.

There are a variety of yard improvements that are located within this take area, including a large mulberry tree, a small elm tree, a brick mailbox, a smaller mailbox on a wood post, a wooden gate, concrete driveway and walkway, and some gravel paving.

The following legal description of the ROW taking has been provided by the client:

A portion of the Northeast quarter of Section 3, Township 19 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Township Plats thereof, in the City of Hanford, County of Kings, State of California, more particularly described as follows:

The West 17.00 feet of the East 42.00 feet of the South 184.58 feet of the East 236.00 feet of the South half of the North half of the South 40.00 acres of the East half of the Northeast quarter of said Section 3.

Underlying Fee Taking

The underlying fee (UF) taking parallels the ROW taking on its east side. This portion of the property has long been burdened by an existing easement for a road and it is currently being used as part of the 12th Avenue public street. As such, the larger property has effectively had little or no private use of this portion for many years.

This take area is also rectangular in shape. It is 25.00 feet in depth and extends for the full 184.58-foot width of the parcel, so it covers 4,614 square feet of land area. There are no privately-owned improvements that are situated in this area and it is fully improved with asphalt public street pavement and raised concrete median.

The legal description below details the UF taking:

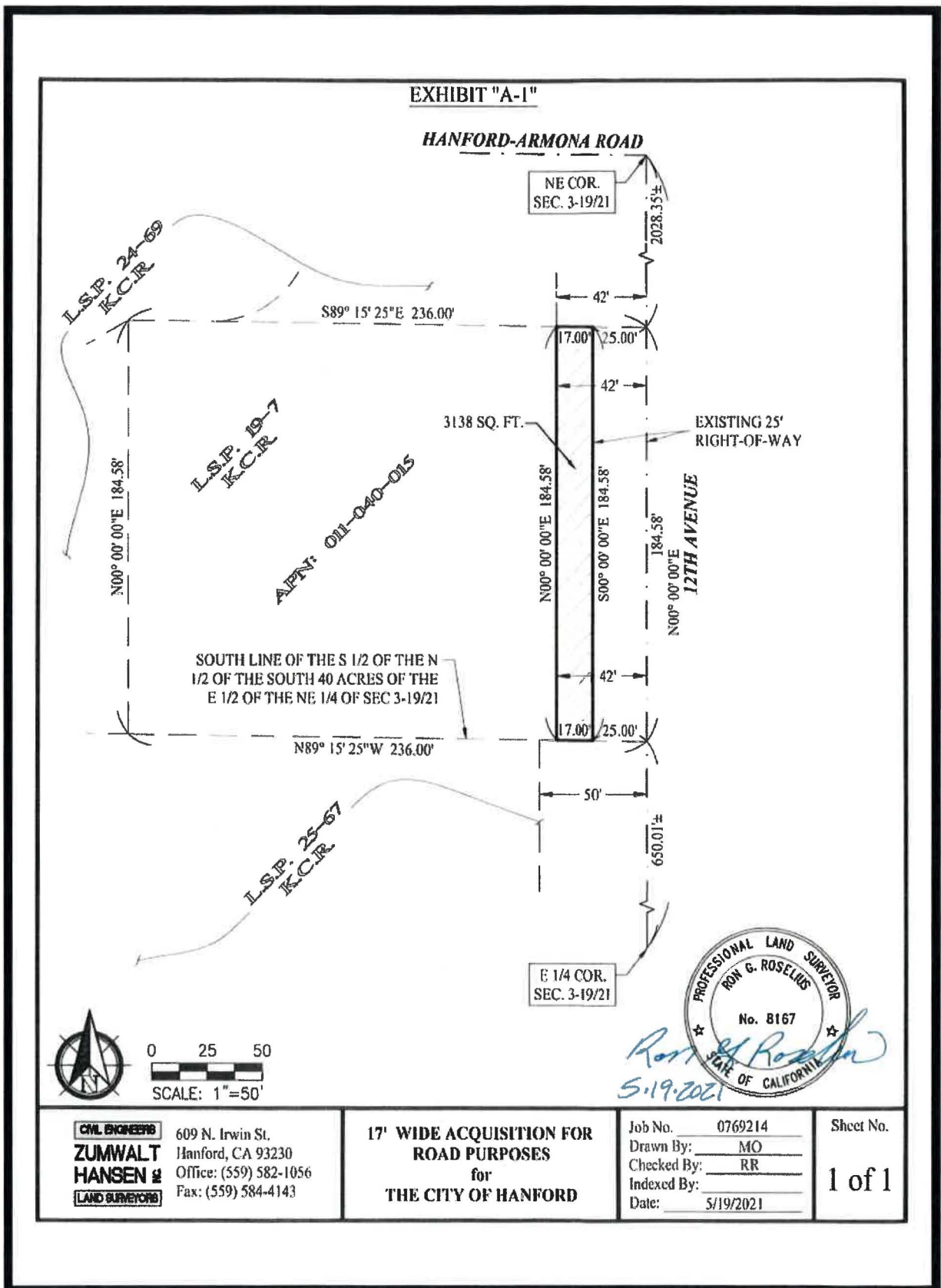
A portion of the Northeast quarter of Section 3, Township 19 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Township Plats thereof, in the City of Hanford, County of Kings, State of California, more particularly described as follows:

The East 25.00 feet of the South 184.58 feet of the East 236.00 feet of the South half of the North half of the South 40.00 acres of the East half of the Northeast quarter of said Section 3.

Construction Contract Work

Sometimes it is necessary to do certain work, either inside the right-of-way or on the owner's private property, in order to restore the utility and value of the remainder property, and this work may be most economically and/or practically performed by the project's contractor. This is known as construction contract work.

For the subject property, two concrete drive approaches will be installed to allow for vehicular access to the site. One will be 20 feet wide and placed in line with the existing driveway near the north end of the property, while the second will be 12 feet wide and situated at the south end of the property near where the wooden gate is now located. These approaches will be constructed so that they conform with the existing grade of the driveway and land.



PLAT OF THE TAKINGS



View looking south along the take areas
from the property's northern boundary.



View looking north along the take areas
from the property's southern boundary.

ANALYSIS OF THE REMAINDER

In the after condition, the remainder property will be slightly smaller at 35,809 square feet, but this will all be usable land area with no portion burdened by the road easement any more, and the parcel will continue to exceed the minimum lot size specified in the R-L-5 zone. The property will still have a rectangular shape and an interior lot orientation. It will also have the same width with 184.58 feet of frontage along 12th Avenue, but the depth will be reduced to 194 feet. The frontage will now be fully finished with concrete curb, gutter, sidewalk, drive approaches, and street lights.

The only yard improvement that will be lost to the ROW taking and needs to be replaced is the mailbox on the wooden post. Little can be done to replace the large mulberry tree that shades the house and front yard. The wooden gate does not secure the property because there is no fencing or private road in this area of the site, so it does not need to be replaced.

The house will not be hit by the takings, but its setback from the front right-of-way line will be reduced to 20 feet. This is greater than the 15-foot front setback that the zoning ordinance requires, so no violation will be created. Within the 17 feet of new right-of-way, the city will leave 5 feet unused, then there will be a 5-foot-wide sidewalk and curb, followed by 7 feet of gutter and asphalt road pavement. Thus, the distance from the curb to the nearest living space in the house will be 30 feet.

To help assess the reasonableness of this setback, a survey is made of sixteen other residential properties that front along 12th Avenue between Springcrest Street and Woodland Drive, just to the north of the subject. Measurements are taken from the curb to the closest living space of each house (not the garages) to find out what is common for residential properties in this area. These distances range from 14'-0" to 46'-9" with a mean setback of 30'-2", a median setback of 31'-0", and a most frequent (mode) setback of 24'-0". The subject's expected distance of 30 feet is consistent with these setbacks, so it is concluded that the property will not be unusual or overly close to the wider street.

The project improvements are intended to improve traffic flow and safety. While this will be generally beneficial to properties in the area, the project is not likely to measurably increase the value of the subject remainder.

HIGHEST & BEST USE OF THE REMAINDER

No significant changes to the highest and best use of the remainder property are expected to result from the partial takings and project construction and use. The highest and best use of the land as though vacant will still be to construct a new house on the site. Also, the highest and best use of the property as improved will be to continue occupying it as a single-family residence.

PROPERTY VALUATION



HopperCompany
Real Property Valuation

METHOD OF VALUATION

The purpose of this appraisal is to provide an opinion of the fair market value of the portions of the subject larger parcel that are to be taken, together with any net damages to the remainder property. This valuation will assist the client in determining the just compensation to be paid for the partial acquisitions.

In performing the valuation, a strict set of procedures known as the State Rule is used. In California, these procedures have been established as a means to facilitate proper and accurate estimates of value for compensation. The State Rule procedures encompass nine logical and progressive steps that lead to the appropriate value conclusions. These steps include:

1. Value of Larger Parcel Before the Taking	\$	_____
2. Value of the Part Taken as a Part of the Whole	– \$	_____
3. Value of the Remainder as a Part of the Whole	= \$	_____
4. Value of the Remainder After the Taking Without Benefits	– \$	_____
5. Severance Damages to the Remainder	= \$	_____
6. Value of the Remainder After the Taking With Benefits	\$	_____
7. Benefits to the Remainder (step 6 - step 4)	\$	_____
8. Net Damages to the Remainder (step 5 - step 7)	\$	_____
9. Total Just Compensation (step 2 + step 8)	\$	=====

Steps 1 through 3 deal with the larger parcel in its condition prior to any influence or acquisitions by reason of the proposed project. Steps 4 and 5 focus on the property in its after condition once the part taken has been severed and the project constructed in an effort to determine any damages that are caused to the remainder. Steps 6 and 7 also value the remainder property in the after condition, but they are focused on any benefits that will accrue to the property due to the project. Step 8 compares the damages found in step 5 with the benefits derived in step 7 to provide an indication of any net severance damages that will remain once benefits are used as an offset. Finally, step 9 provides the total just compensation estimate for the partial taking by adding the value of the part taken to the net damages to the remainder.

Each of these steps and the valuation approaches they employ are outlined in detail in the following sections of this report. Traditionally, real property valuation revolves around three approaches to value: the income capitalization, sales comparison, and cost approach. However, not all properties are well suited to the use of all three approaches and it may be impossible or inappropriate to use them all for certain properties. In this appraisal, the sales comparison and cost approaches are used to value the subject property, while the income capitalization approach is not applicable to the valuation of single-family residences like this and is excluded.

In instances where the taking is somewhat nominal and there are neither significant damages nor benefits to the remainder property, often an abbreviated form of valuation known as a strip appraisal is used. In a strip appraisal, only those portions of the property that affect the proper estimate of compensation are valued. Such an appraisal is appropriate for pre-condemnation use and it is an acceptable method of valuation. The strip appraisal is well suited to this subject property and is utilized in this appraisal.

VALUE OF LARGER PARCEL BEFORE THE TAKINGS

The subject larger parcel is valued using a combination of the sales comparison approach for the underlying land and the cost approach to determine the contribution of the improvements.

Land Valuation

The practice of making comparisons between the subject and the market in which it is located is central to all of the appraisal process, but in no method of valuation is this practice more prevalent than in the sales comparison approach. This approach is based on the principles of supply and demand, substitution, and balance, and these principles often lead market participants to value properties on the basis of the prices being paid for other similar and competing properties in the local market. On this basis, the sales comparison approach seeks to value the subject larger parcel by comparing it to recent sales of other land parcels that are similar in various ways.

Comparable Residential Lot Sales

The search for comparable residential lot sales for use in this appraisal began in the subject's neighborhood, but no useful data is found in this immediate area so the search is expanded to include the rest of Hanford and other areas on the outskirts of the city. Five data items are eventually selected for use in the appraisal and they are all closed sale transactions. These data items are referred to in this report as sale nos. 1 through 5. Each is described below along with a map showing their locations.

Sale no. 1 refers to a vacant land parcel that is located along the west side of 13th Avenue, south of Hanford-Armona Road, in an unincorporated area of Kings County. The property sits amongst rural homesites in an area just west of Hanford. The rectangular-shaped lot contains 44,431 square feet of land area. No curb and gutter off-site improvements are in place and public utilities are limited to natural gas and electricity, so a private well and septic system will need to be installed. The zoning is RRA by the County of Kings for rural residential uses at a very low density. The property was on the market for less than a month at an asking price of \$85,000 before it sold in June 2022 at the full price. This is equal to \$1.91 per square foot and the buyer paid all cash.

Sale no. 2 consists of a 16,200-square-foot lot that is situated on the west side of Phillips Street, south of Scott Street, in Hanford. The interior-oriented parcel has just 50 feet of width and it is finished with curb, gutter, and sidewalk along its street frontage. All public utilities are available to serve the property as well. It is zone R-M for medium density residential uses by the City of Hanford. The property was previously improved with an older house, but it burned down and all that remained was the foundation. A listing price of \$59,900 was set when the property came to market, and it took only three weeks to find a buyer and close the sale. The sale occurred in June 2022 at a price of \$53,000 all cash, which is equal to \$3.27 per square foot.

Sale no. 3 is part of a new subdivision development known as Bridle Gate No. 2 that is located in a rural area to the west of Hanford. The subdivision features large lots that are suitable for custom-built homes, and this is the second phase of the project. This corner-oriented lot is located at the southeast corner of Peggy Drive and Lilly Way and it contains 46,174 square feet of land area. Curb and gutter off-sites are not required in the subdivision and none are installed along the parcel's two street frontages. Natural gas

and electricity are available at the lot line, but the buyer will have to install a private well and septic system. The zoning is RRE by the County of Kings for rural residential uses. The property was on the market for 41 days at an asking price of \$159,000 before selling in July 2022 at the full price. This translates to a unit price of \$3.44 per square foot. The buyer is a local couple who paid all cash and they plan to construct a new home on the lot.

Sale no. 4 represents a vacant land parcel that is located along the east side of Irwin Street, north of Hanford-Armona Road, in Hanford. The property is part of a residential area of town and it is just north of Lincoln Elementary School. The parcel has an interior lot orientation and it contains 71,874 square feet of land area. Curb, gutter, and sidewalk are installed along the street frontage, with all public utilities readily available to serve the property. An R-M medium density residential zoning is applied by the City of Hanford. Previously, the property had an old house on the site, but the debris and concrete slab were removed after the residence burned down. It took five months to find a buyer after the land was listed for sale at an asking price of \$200,000. The sale eventually closed escrow in July 2022 with the buyer paying \$170,000 or \$2.64 per square foot all cash.

Sale no. 5 is an irregularly-shaped property that is located on the south side of Thompson Drive, east of 11th Avenue, in Hanford. The property has a long narrow leg that stretches south from the street to the heart of the property, which is mostly situated behind older houses and apartments. The lot offers 23,778 square feet of land area and it is zoned R-M for medium density residential uses by the City of Hanford. No curb and gutter off-sites are in place on the street frontage, but all public utilities are available. The property was listed for sale in November 2022 at \$55,000, and the agent reports that multiple offers were received. Eventually, a buyer was chosen and the sale closed in December 2022 at a price of \$50,000 or \$2.10 per square foot all cash.

Land Sales Comparisons

These sales are evidence of local market conditions and pricing for properties such as the subject and they are useful in shedding light on the value of the property being appraised. In analyzing these sales consideration is given to various elements of comparison that market participants recognize as having an impact on the prices that are paid for this type of property. These elements may include the property rights conveyed, financing terms, conditions of sale, market conditions, location, zoning, parcel size, and other physical factors. While there can be an infinite number of variations between properties, the market typically is concerned with only a limited number of variables that are considered to be most influential.

The table below summarizes how each data item is compared to the subject. A “+” symbol is shown if the data item is inferior to the subject, a “-” is used if the sale is superior, and an “=” sign is indicated if the data item is generally comparable. Not all elements of comparison are weighted equally by the market, however; and in some instances, the magnitude of impact on the sale price may be greater than in other comparisons where the same symbol is used.

LAND SALES COMPARISON GRID Comparable Residential Lot Sales					
	Sale No. 1	Sale No. 2	Sale No. 3	Sale No. 4	Sale No. 5
Location	13 th Avenue	Phillips St.	Peggy Dr.	Irwin St.	Thompson Dr.
City	Hanford	Hanford	Hanford	Hanford	Hanford
APN	017-280-018	012-191-003	005-100-006	012-231-028	011-380-043
Buyer	Ortiz	Salgado, Lepez	Blanks	Ponce, Ortiz	Barrera, Urrutia
Document No.	22-11225	22-11537	22-12844	22-12988	22-23574
Recording Date	6/10/2022	6/15/2022	7/7/2022	7/11/2022	12/14/2022
Sale Price	\$85,000	\$53,000	\$159,000	\$190,000	\$50,000
Lot Size – SF	44,431	16,200	46,174	71,874	23,778
Price / SF	\$1.91	\$3.27	\$3.44	\$2.64	\$2.10
Zoning	RRA	R-M	RRE	R-M	R-M
Orientation	Interior	Interior	Corner	Interior	Interior
Utilities	G-E	W-S-G-E	G-E	W-S-G-E	W-S-G-E
Off-Sites	None	C-G-S	None	C-G-S	None
Property Rights	=	=	=	=	=
Financing	=	=	=	=	=
Conds. of Sale	=	=	=	=	=
Market Conds.	=	=	=	=	=
Interim Value	= \$1.91	= \$3.27	= \$3.44	= \$2.64	= \$2.10
Location	+	+	–	=	+
Zoning	=	=	=	=	=
Parcel Size	=	–	=	+	–
Utilities	+	=	+	=	=
Off-Sites	=	–	=	–	=
Final Indication	> \$1.91	< \$3.27	< \$3.44	> \$2.64	> \$2.10

Land Value Conclusion

Based on these comparisons, the subject land should be valued above the \$1.91 to \$2.64 per square foot indicated by sale nos. 1, 4 and 5, but below the \$3.27 to \$3.44 per square foot reflected in sale nos. 2 and 3. Considering the “highest price” definition of market value that applies in this appraisal, a unit value of \$3.25 per square foot is concluded. This is applied to the property’s 38,947 square feet of usable land area, which leads to a value of \$126,578.

Usable Land Area x Value per SF = Usable Land Value

$$38,947 \text{ s.f.} \times \$3.25 = \$126,578$$

For the portion of the taking that is burdened by the existing road easement, the owner only has a reserved right to use that part of the underlying land that is not used by the roadway. California courts have generally held that the possibility of enjoyment of this underlying fee is so remote that for as long as the easement exists, it has for all practical purposes absorbed the entire value of the fee. Therefore, the value of the underlying fee burdened by the road easement is determined to be a nominal \$1.

The value of the larger parcel land is summarized below:

Usable Land Area	38,947 s.f. x \$3.25 =	\$126,578
Underlying Fee in Road Easement	nominal	+ \$1
Total Larger Parcel Land Value		<u>\$126,579</u>

Improvement Valuation

In a strip appraisal where the majority of the property's improvements are not being affected by the partial acquisition, it is still important to include in the value of the larger parcel the contribution of any improvements that are being taken. The cost approach is used to estimate this improvement value, and it is derived from the concept that market participants often equate cost to value. Buyers and sellers tend to estimate the value of a property by comparing it to the cost of constructing a suitable substitute that exhibits similar physical characteristics, age, quality and condition, and functional utility.

There are only yard improvements that are situated in the take area, and the table below lists most of the improvements that will be lost. The source of much of the replacement cost information is the California Board of Equalization's *Residential Building Costs* and *Rural Building Costs* handbooks.

CONTRIBUTORY VALUE OF IMPROVEMENTS As Part of the Whole Larger Parcel				
Improvement Type	Improvement Size	Replacement Cost per Unit	Depreciation Rate	Contributory Value
Concrete flatwork	145 s.f.	\$7.25	50%	\$526
Brick mailbox	1 mailbox	\$1,000	50%	\$500
Wooden gate	1 gate	\$300	50%	\$150
Gravel	Miscellaneous	Lump sum	0%	\$300
Elm tree	1 tree	\$150	0%	\$150
Total			Rounded to	\$1,626

Perhaps the most significant improvement that is within the right-of-way take area is the large mulberry tree. This tree is valued using the trunk formula method, which has been developed by the Council of Tree and Landscape Appraisers (CTLA) to aid in estimating the value of large trees that cannot be readily replaced with a similar-sized nursery tree. The formula calculates the market value of a tree based on the cost of a commonly available transplantable tree and its cost of installation, plus the increase in value due to the larger size of the tree being appraised. A base value is determined on a per-square-inch basis for a similar type of nursery tree, then this is multiplied by the cross-sectional area of the subject tree. Finally,

the calculated value is adjusted for the species class, condition, and location of the tree to determine its market value. For the subject's fruitless mulberry tree, this method results in a value of \$3,959.

Altogether, the contributory value of the yard improvements that will be lost to the taking totals \$5,585.

Total Value for the Larger Parcel

Adding the land value to the contribution of the improvements provides a total value for the subject larger parcel of \$132,164, using a strip appraisal methodology.

Land Value + Improvement Value = Total Larger Parcel Value

$$\$126,579 + \$5,585 = \$132,164$$

VALUE OF PARTS TAKEN

The second step in applying the State Rule of valuation is to value the portions of the property that are being taken as a part of the whole larger parcel. In this step, the contributory value of the property within the area of the taking is valued.

Permanent Right-Of-Way Taking

The same unit land value of \$3.25 per square foot that has been estimated for the larger parcel is also applied to the portion of the site that is to be acquired in fee title for use as permanent right-of-way. This results in a land value of \$10,199. To this is added the contributory value of the affected improvements of \$5,585, leading to a total value for the permanent taking of \$15,784.

Land Size x Value per S.F. = Land Value + Improvement Value = Value of Permanent ROW Taking

$$3,138 \text{ s.f.} \times \$3.25 = \$10,199 + \$5,585 = \$15,784$$

Underlying Fee Taking

As was detailed earlier in the valuation of the larger parcel, the owner of an underlying fee interest that is encumbered by a public road easement has very little expectation of being able to use this portion of the property, and as a result California courts have ruled that the easement has consumed virtually the full fee value of this portion. As such, only a nominal amount of \$1 is typically applied to the underlying fee interest.

Total Value of Takings

Adding the values of the different take areas together provides a total value for the parts taken as part of the whole of \$15,785.

Value of Permanent Right-of-Way Taking	\$15,784
Value of Underlying Fee Taking	+ \$1
Total Value of Takings	<u> \$15,785</u>

VALUE OF REMAINDER AS PART OF THE WHOLE

Subtracting the value of the parts taken from the value of the larger parcel provides a value for the remainder as part of the whole of \$116,379.

Total Larger Parcel Value – Value of Parts Taken = Value of Remainder as Part of Whole

$$\$132,164 - \$15,785 = \$116,379$$

SEVERANCE DAMAGES TO THE REMAINDER

This step of the valuation addresses the remainder property in its after condition. The focus is solely on measuring the damages, if any, that will result, with no consideration of any potential benefits, which will be estimated later. Losses in value to the remainder are referred to as severance damages, and they may result either from the severing of the portion acquired from the larger parcel or from the construction and use of the project for which it was taken.

Curable Damages

In instances where the severance damages may be both physically and economically corrected, the loss in value may be determined by estimating the cost to cure. This is the cost to restore an item or feature to proper condition or functionality. However, this measure of damage is only appropriate if the total cost to cure does not exceed the loss resulting from the severance damage. For the subject property, the metal mailbox on a wood post needs to be relocated so that it remains on the owner's private property, and the cost of doing this work is estimated to be \$200. This includes the cost of labor along with overhead and profit to the owner for overseeing the work.

Permanent Damages

Two areas of concern for the remainder are the loss of shade from the mulberry tree and the closer proximity of the road to the house. It is difficult to replace the shade that the mature tree provides, but planting a similar tree that grows quickly could help mitigate the loss. The largest regularly available mulberry tree is a 48" box that costs around \$1,500. An additional \$1,000 is added for delivery and planting of the tree, which would bring the cost to approximately \$2,500. However, to avoid double payment for the same item, the \$3,959 previously applied to the value of the existing tree is deducted, which leaves a net damage of \$0.

While the new right-of-way line will be closer to the house, there will be 20 feet of setback from the property line to the structure. This exceeds the 15-foot setback requirement in the zoning ordinance. Also, the new curb line will be 30 feet from the house, which is consistent with the distances that are typical of other nearby houses that front along 12th Avenue in this area. The wider roadway along with the new curb, gutter, sidewalk, and street lights are designed to help improve the safety of the street as well. In light of these factors, it is estimated that the remainder property will not experience a measurable decline in value as a result of the street being moved closer to the house.

Value of the Remainder After the Takings

Thus, the value of the remainder after the takings and without benefits is determined to be:

Usable Land Area	35,809 s.f. x \$3.25 =	\$116,379
Curable Damages		\$200
Permanent Damages		— \$0
Total Larger Parcel Land Value		<u>\$116,179</u>

BENEFITS TO THE REMAINDER

Benefits are the increase in value to the remainder property that result from either the taking or the project, and in California the law does not treat this positive impact any differently based on whether the benefit comes specifically to the subject property or accrues to properties in general. Benefits are to be measured using market data and, unlike damages, they may not be measured based on the cost to the owner of providing a similar benefit.

While the subject is expected to benefit from improved traffic flow and safety, this is generally beneficial to properties in the area and is not likely to measurably increase the value of the subject remainder. Therefore, no benefits are quantified.

With no benefits to offset the severance damages, the net damages to the remainder property are \$200.

Severance Damages – Benefits = Net Damages to the Remainder

$$\$200 - \$0 = \$200$$

FINAL TOTAL VALUE OPINION

The final total value opinion is equal to the value of the takings plus the net severance damages to the remainder, which totals \$15,985 and is rounded to \$16,000.

Value of Takings + Net Severance Damages = Final Total Value Opinion

$$\$15,785 + \$200 = \$15,985 \approx \$16,000$$

Therefore, after considering all of the data and pertinent information regarding the subject property and the proposed road widening project, it is my opinion that the fair market value of the portions of the property to be taken along with any net severance damages to the remainder resulting from the partial acquisition and the construction and use of the project in the manner proposed as of April 21, 2023 is:

SIXTEEN THOUSAND DOLLARS
\$16,000

SUMMARY OF VALUE CONCLUSIONS

The estimate of fair market value plus net severance damages for the subject is summarized below:

1 – Value of Larger Parcel Before Taking:			
Land Value		\$126,579	
Affected Improvement Value	+	\$5,585	
			\$132,164
2 – Value of Part Taken as Part of Whole:			
Value of Right-of-Way Taking		\$15,784	
Value of Underlying Fee Taking	+	\$1	
			– \$15,785
3 – Value of Remainder as Part of Whole:			
Land Value		\$116,379	
Affected Improvement Value	+	\$0	
			= \$116,379
4 – Value of Remainder Without Benefits:			
Remainder Property Value		\$116,379	
Curable Damages		\$200	
Permanent Damages	–	\$0	
			– \$116,179
5 – Severance Damages:			
Step Three Value		\$116,379	
Step Four Value	–	\$116,179	
Total Severance Damages			= \$200
6 – Value of Remainder With Benefits:			
Property Value		\$116,179	
Benefits	+	\$0	
			\$116,179
7 – Benefits to the Remainder:			
Step Six Value		\$116,179	
Step Four Value	–	\$116,179	
			\$0
8 – Net Damages to the Remainder:			
Step Five Value		\$200	
Step Seven Value	–	\$0	
			\$200
9 – Estimate of Just Compensation:			
Step Two Value		\$15,785	
Step Eight Value	+	\$200	
Final Total Value Opinion			\$15,985
	Rounded to		<u>\$16,000</u>

ADDENDA



HopperCompany
Real Property Valuation



QUALIFICATIONS OF KEITH J. HOPPER
MAI, R/W-AC, AI-GRS

Professional Designations

- MAI designation – Member of the Appraisal Institute
- R/W-AC designation – Appraisal Certification of the International Right of Way Association
- AI-GRS designation – General Review Specialist of the Appraisal Institute

Certifications and Licenses

- California Certified General Real Estate Appraiser: Certificate No. AG002559
- California Real Estate Broker's License: License No. 01105905

Education

- California State University, Fresno: B.S. Degree, Business Admin. - Real Estate and Urban Land Economics
- Appraisal Institute:
 - Real Estate Appraisal Principles (1A-1) & Basic Valuation Procedures (1A-2)
 - Capitalization Theory & Techniques (A & B)
 - Case Studies in Real Estate Valuation (2-1)
 - Report Writing and Valuation Analysis (2-2)
 - Standards of Professional Practice, National USPAP Update, & California Laws and Regulations
 - Advanced Sales Comparison and Cost Approaches (530)
 - Land Valuation Assignments and Adjustment Procedures & Subdivision Valuation
 - General Appraiser Market Analysis and Highest & Best Use
 - Real Estate Finance, Statistics, and Valuation Modeling
 - Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)
 - Litigation Professional Development Program:
 - Litigation Valuation Overview (700)
 - Litigation Appraising – Specialized Topics and Applications (705)
 - Condemnation Appraising (710)
 - Advanced Condemnation Appraising (720)
 - Review Theory – General
- International Right of Way Association:
 - Ethics and the Right of Way Profession (103)
 - Standards of Practice for the Right of Way Profession (104)
 - Principles of Real Estate Appraisal (400)
 - Appraisal of Partial Acquisitions (401)
 - Easement Valuation (403) & Legal Aspects of Easements (802)
 - Reviewing Appraisals in Eminent Domain (410)
 - Problems in the Valuation of Partial Acquisitions (431)
 - Corridor Valuation
- American Society of Farm Managers and Rural Appraisers:
 - Integrated Approaches to Value (A304)

Best Practices for Rural Property Appraisals
Highest and Best Use
Valuation of Permanent Plantings in Changing Markets

Appraisal Experience

Actively engaged in appraisal in the Central Valley since 1989. Appraised many types of commercial, industrial, residential, apartment, subdivision, land, agricultural, and special purpose properties. Clients include:

- **Government:** U.S. Postal Service, U.S. Navy, U.S. Marshall's Office, Calif. Dept. of Forestry, Calif. Dept. of Transportation, Resolution Trust Corp., Federal Deposit Insurance Corp., County of Tulare, County of Kings, Administrative Office of the Courts
- **Cities:** Visalia, Tulare, Porterville, Kingsburg, Dinuba, Exeter, Woodlake, Hanford, Bakersfield, Farmersville, Reedley
- **Schools:** Visalia Unified, Hanford Elementary, Central Valley Christian, College of the Sequoias, Tulare City Schools, Tulare High School District, Liberty Elementary, Porterville Unified, Burton School District, Alta Vista School District
- **Lenders:** Wells Fargo, Union Bank, J.P. Morgan, Bank of the Sierra, Comerica Bank, Westamerica Bank, Key Bank, Aegon Realty Advisors, Rabobank, Housing Capital Co., Citizens Business Bank, Premier Valley Bank, RBC Builder Finance, Farm Credit West, Kingsburg Land Bank, Bank of the West, Suncrest Bank, Central Valley Community Bank, Evangelical Christian Credit Union, United Security Bank
- **Corporations:** Kraft General Foods, Chevron USA, McDonald's Corp., Walmart Stores, Campbell Soup Co., Pepsi Cola Co., Southern California Edison Co., Southern Pacific Railroad, Jostens, Payless Cashways, Frito Lay, Southland Corp., RR Donnelley, Leprino Foods, California Dairies, Sun Maid
- **Insurance Companies:** Nationwide Mutual Insurance Co., Chicago Title Insurance Co., Ticor Title Insurance Co., Fidelity National Title Co.
- **Attorneys:** McGregor Dahl Sullivan & Klug, Navy Exchange Service Command, Dale Bruder, Dennis Lynch, Rauber & Johnson, Hurley & Laird, Williams Jordan & Broderon, Paul Hastings Janofsky & Walker, Houk & Hornburg, Baker Manock & Jensen, Griswold LaSalle Cobb Dowd & Gin, Dowling Aaron & Keeler, Dooly & Herr, Peltzer & Richardson, Hooper Lundy & Bookman, McCormick Barstow, Kahn Soares & Conway, Ruddell Cochran Stanton & Bixler, Michael Lampe
- **Right-of-Way Firms:** Universal Field Services, Bender Rosenthal, Paragon Partners, Tarvin & Associates, Hamner Jewell & Associates, Overland Pacific & Cutler
- **Churches:** Methodist, Baptist, Calvary Chapel, Nazarene, Mennonite, Catholic, Grace Community, Living Christ, Bethel Assembly, New Hope, Praise Center
- **Health Care:** Kaweah Delta HCD, Tulare Regional MC, Sierra View District Local HCD, Tulare Community Health Clinic, Visalia Medical Clinic, Family Health Care Network
- **Other:** YMCA, Farm Bureau, Housing Authority, Tulare Irrigation District, International Agri-Center, Visalia Rescue Mission

Litigation Experience

Appraised properties on behalf of private and public agency clients for eminent domain, divorce, and other matters involving litigation. Have given depositions, appeared at mediation and arbitration hearings, and qualified as an expert witness in Tulare County and Kern County Superior Courts, Kings County Board of Equalization, and Federal Bankruptcy Court.

Right-of-Way Experience

Appraised hundreds of properties involved in full or partial takings on behalf of public agencies, right-of-way firms, law firms, and private property owners. Projects have included road widenings, overcrossings and undercrossings, utility installations, permanent and temporary easements, and railroad corridors.



AGENDA STAFF REPORT

MEETING DATE: 10/17/2023	AGENDA SECTION: GENERAL BUSINESS
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SUBJECT:

Approval of Historic Resource Permit number HRA 0012-23: A request to replace the door, side windows, and frame, due to vehicular damage, at 201 N. Douty Street, within the Historic Overlay Zone District.

RECOMMENDATION:

Staff recommends that the City Council, by motion, adopt Resolution 23-39-R conditionally approving Historic Resources Permit 0012-23. The applicant proposes the window and door framing to be wood composite and the windows and doors to be fiberglass. Staff's recommendation is to require dual-paned glass door and windows and wood-framing. The project is located at 201 N. Douty Street, on the northeast corner of Douty and Seventh Streets (APN 012-041-009).

BACKGROUND:

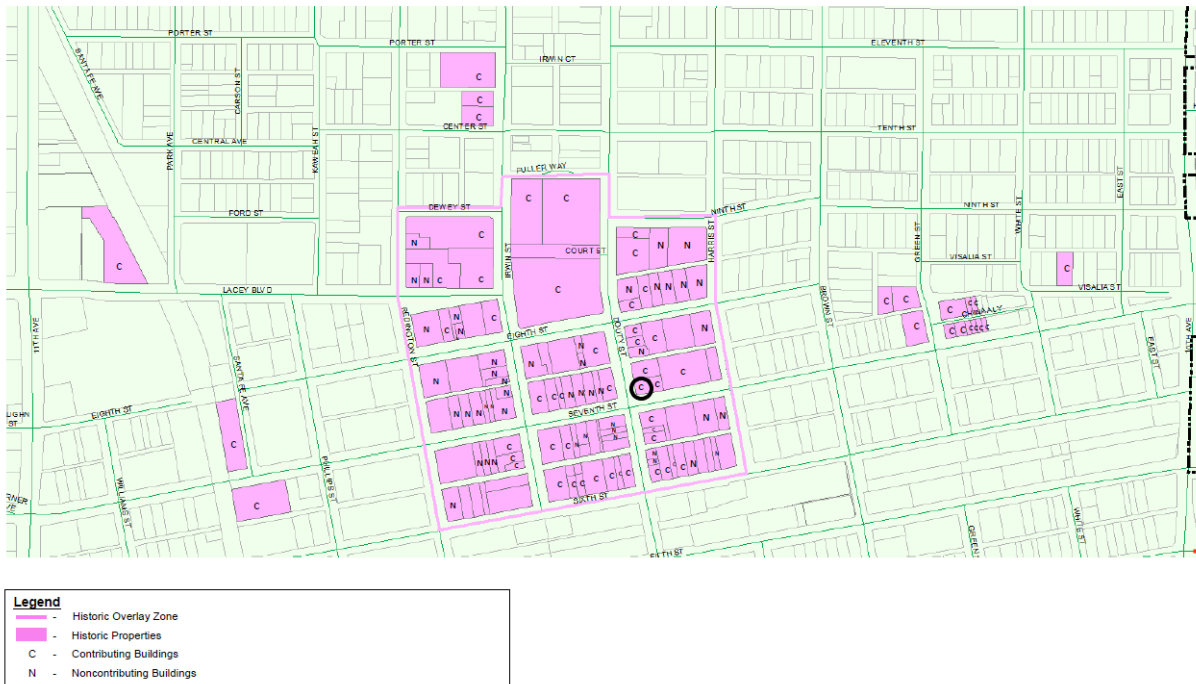
PROJECT: Historic Resources Permit 0012-23, a request to install a fiberglass door and side windows and wood-composite framing for the entrance located at 201 N. Douty Street, due to vehicular damage. The property is designated as a contributing building within the Historic Overlay Zone.

LOCATION: The project is located at 201 N. Douty Street (APN 012-041-009).

PROJECT DESCRIPTION

The property is a contributing building located in the Historic District, shown below – circled in black.

Historic Overlay Zone and Properties



"Contributing building" means a structure within a historic district which retains scale, mass and other architectural characteristics to the degree that it contributes to the sense of time and place of the immediate area and the district. The building may have individual architectural significance or may be one of a grouping of background buildings that jointly contribute to the character of the immediate area and the district. Contributing buildings may reflect interim modifications if those modifications do not irreparably detract from the character of the building or if the modifications reflect an architectural style or particular era important to the development of the City. Contributing buildings shall also include structures that have a strong historical tie to activities, events, or individuals important in the development of the City.

In accordance with Municipal Code Section 17.48, alterations to the exterior of a building located within the Historic Overlay Zone are required to be approved through a Historic Resources Permit, which must be approved by the City Council.

Section 17.48.040

No improvement or exterior architectural feature of any improvement shall be constructed or altered or enlarged which is located in the Historic Overlay District or identified as a historic site outside the District, unless a permit is issued pursuant to the terms of this chapter. The section shall not apply to any interior alteration which has no effect on the condition or appearance of any exterior architectural feature of an improvement. No structure listed on a State or National Register shall be moved or demolished, unless a permit is issued pursuant to the terms of this chapter.

Section 17.48.070

1. A historic resource permit shall be required for any alteration of the exterior features of a building within a designated historic district, or a designated historic building or site, or to construct a new building or improvements upon property within a designated historic district except as otherwise provided in this Chapter [17.48](#), the City Council shall determine whether a historic resources permit shall be issued. A permit shall not be required for ordinary

maintenance and repairs as defined in this section.

2. Permit Procedures. An application for a historic resource permit shall be made on a form prescribed by the Community Development Department and shall be accompanied by the fees established by resolution of the City Council. The application shall include the information required by Section [17.60.020](#) for site plan review, complete elevation drawings of the proposed alterations, samples of proposed colors and materials, color photographs of all sides of any existing improvement, building or structure on the site, and such other information as may be required by the Community Development Department. If applicable, the application shall include the information required by Chapter [17.58](#) (permit for conditional uses) and Chapter [17.62](#) (planned unit development).
3. Applications for permits requiring City Council approval shall be placed on the next regular meeting of the City Council. The City Council may approve, approve with conditions, or deny the permit.

Building Description

According to historic records, maintained by the Community Development Department, it is estimated the building was constructed in 1892, although Assessor records suggest the building was constructed in 1903. The conflict in dates is likely due to the fact that the building was originally built as the Vendome Hotel, then burned in a fire, which destroyed part of the original township, and was later rebuilt as the Kate Jacobs Hotel and Dining Room.

In 1984, Historic Resources Permit 84-2 was approved, which proposed the removal of the former marquee and wood siding, as well as the metal frame plated glass window and front door, in order to install single-glass plane French doors along with two fixed windows with wood mullions on either side of the existing front door, as well as large, wood-framed, multi-paned display windows (6-feet-by-six-feet) along the sidewalk. At the time of the proposal, the building was painted shades of gray, with blue and maroon accenting trim. A maroon canvas awning was also installed.

In 2009, under Historic Resource Permit 2009-09, the paint trim was changed to Benjamin Moore Historic Color-66, Garrison Red, as present today, and the awning was changed to the same color.

Figure 2: HC-66

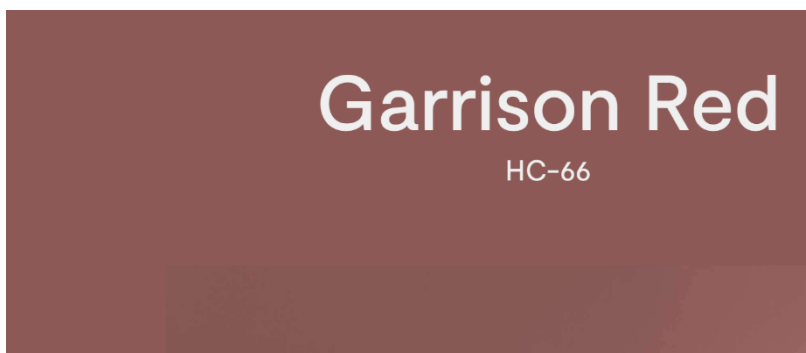


Figure 3: Streetview 201 N. Douty Street



Proposal

The applicant proposes to replace the entryway at 201 N. Douty Street, on the northeast corner of Douty and Seventh Streets, with a similar design to the appearance of the original, shown in **Attachment 1**. Site modifications propose to include a change in the building material from glass and wood framing to a fiberglass door and windows with a wood-composite framing.

Evaluation

17.48.055 Ordinary maintenance and repairs.

1. Nothing in this chapter shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any property subject to this chapter if the maintenance or repair does not involve a change in the design, material, color or external appearance thereof.
2. This chapter shall not prevent the construction, reconstruction, alteration, restoration, demolition or removal of any such feature when the Building Official certified to the City Council that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the Historical Building Code of the State of California.
3. No permit shall be required for ordinary maintenance and repairs as defined in this section.

Analysis: Since the material of the door and side windows are proposed to be changed from dual-paned glass and wood to fiberglass and a wood composite, staff cannot consider this as ordinance maintenance/repair of an exterior architectural feature; therefore, the Historic Resource Permit process is necessitated.

17.48.150 Design criteria

B. Design Guidelines. The following design guidelines are to be used to formulate plans for the rehabilitation, preservation, and continued use of old buildings consistent with the intent of this chapter. The guidelines apply to buildings of all occupancy and construction types, sizes and materials and to all permanent and temporary construction on the exterior of historic buildings as well as new attached or adjacent construction.

6. Deteriorated architectural features shall be repaired, rather than replaced, wherever possible. In

the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. The repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical or pictorial evidence, rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

Analysis: Since the former entryway was damaged by a vehicle, repair is infeasible. Replacement is proposed; however, the materials do not replicate the original composition. The applicant proposes to replace the formerly-present dual-paned glass windows and door with fiberglass. The door frame and window frame are proposed to be wood-composite, where formerly wood. The design replicates the former design, as the same number of windows are present and the door frame will be painted to match the former color, HC-66.

3. Rehabilitation Standards. The provisions of this subsection are intended to provide reasonable design for the rehabilitation of historic buildings so that the basic historic and architectural presentation of the buildings is retained and enhanced.

Windows and Doors.

1. Where they still exist, the original sills, lintels, frames, sash, muntins, and glass of windows and transoms should be preserved. The original doorway elements, including sills, lintels, frames and the doors, should also be retained. When they must be replaced, the replacements should duplicate the originals in design and materials.
2. Glass in windows, doors and transoms should be clear, except where documentary evidence indicates the original use of colored glass. Plastic materials should not be used in place of glass. Any existing small paned transoms should not be obscured on the exterior.
3. The original proportions of wall openings should be retained. The blocking of any existing opening to accommodate standard sash and glass sizes, to hide ceilings lowered beneath the tops of existing windows, or for any other reason should not be allowed.
4. Decorative wood or metal lintels, brackets and any other window or doorway trim should be preserved and should be restored where possible.
5. In rehabilitation, the original number of panes in glassed areas should be used.

Analysis: The doorway sills and glass windows were destroyed by vehicular damage. Replacements are required. The proposal duplicates the former design; however, the material composition is proposed to change from wood framing with a dual-paned glass door and windows to wood composite framing with fiberglass doors and windows. Fiberglass constitutes a plastic material and is not recommended to be used in place of glass, per the ordinance. The original proportions of wall openings will be retained. The original number of panes in the glassed area was dual paned, the applicant proposes to install a fiberglass door and window.

E. General Building Standards. The standards set forth in this subsection should be applied to all alterations or new construction in the historic district.

Color.

1. Exterior colors should harmonize with other colors on the same building and on the

streetscape. Exterior colors should complement the colors of neighboring buildings and should be selected to be mutually supportive and beneficial to the overall historic character of the streetscape.

2. Where wood or metal surfaces of windows, doors, porches and details, other than cornices, are to be painted, the following colors shall be used: During the early twentieth century, muted colors and earth colors were favored. They included gray, dark brown, dark green, blue gray, beige, brick red, and terra cotta. A slightly grayish-white paint, was frequently used for major surface areas and for details. This grayish-white is an appropriate choice for window sash and frames and for other details. In some instances, black or dark gray may be appropriate for the fixed window or door frame. If the original color of a cornice cannot be determined, grayish-white, buff or sandstone color are preferred choices.
3. Where brick has been painted, repainting in a color which approximates that of the natural brick is appropriate. Mortar joints might also be suggested in a color approximating the natural color of the mortar (not a pure white). Depending on the paint history of a building, grayish-white paint may be an acceptable alternative for the façade. Where brick was unpainted and remains unpainted, the use of paint on the exterior shall be discouraged, since unpainted brick is a strong design tradition in the historic district.
4. Paint colors which were not produced or used during the early twentieth century should be discouraged in the historic district. Bright, new colors are to be avoided, even when used sparingly.

Analysis: The window and doorway trim are proposed to be painted Benjamin Moore Historic Color-66, Garrison Red, as present along the neighboring windows and doors for the building.

Conclusion:

Since the proposal does not wholly comply with the requirements of the Historic Resource Overlay District standard, as described above, staff recommends denial of the Historic Resource Permit, as proposed, and a recommendation to modify the request to utilize the originally present materials, wood and dual-pane glass, instead.

Findings for Approval:

In accordance with Section 17.48 of the Hanford Municipal Code, staff recommends the applicant's request be modified to provide the formerly present material composition, dual-paned glass for the window and doors and wood framing for the framing.

Staff recommends conditional approval of Historic Resources Permit HRA0012-23 and that the conditional approval of the historic resources permit will allow private investment in the Downtown area, enhance property values, allow the increase of economic and financial benefits to the City and its property owners and inhabitants, and make the following findings:

1. That the proposed rehabilitation of the façade, as recommended to be modified, will not impact the Historic Overlay Zone since the recommended façade improvements will be consistent with the Historic Overlay Zone Design Guidelines.
2. That the proposed project will provide a complementary setting and environment in the Historic District.
3. That the proposed project will promote and encourage continued private ownership and utilization of structures so that the objectives set forth in this section can be attained under this policy.

4. That the request will not adversely affect the public health, safety, and general welfare of the citizens of Hanford.

RECOMMENDATION – CONDITIONS OF APPROVAL

The City Council may approve, approve with conditions, or deny the permit.

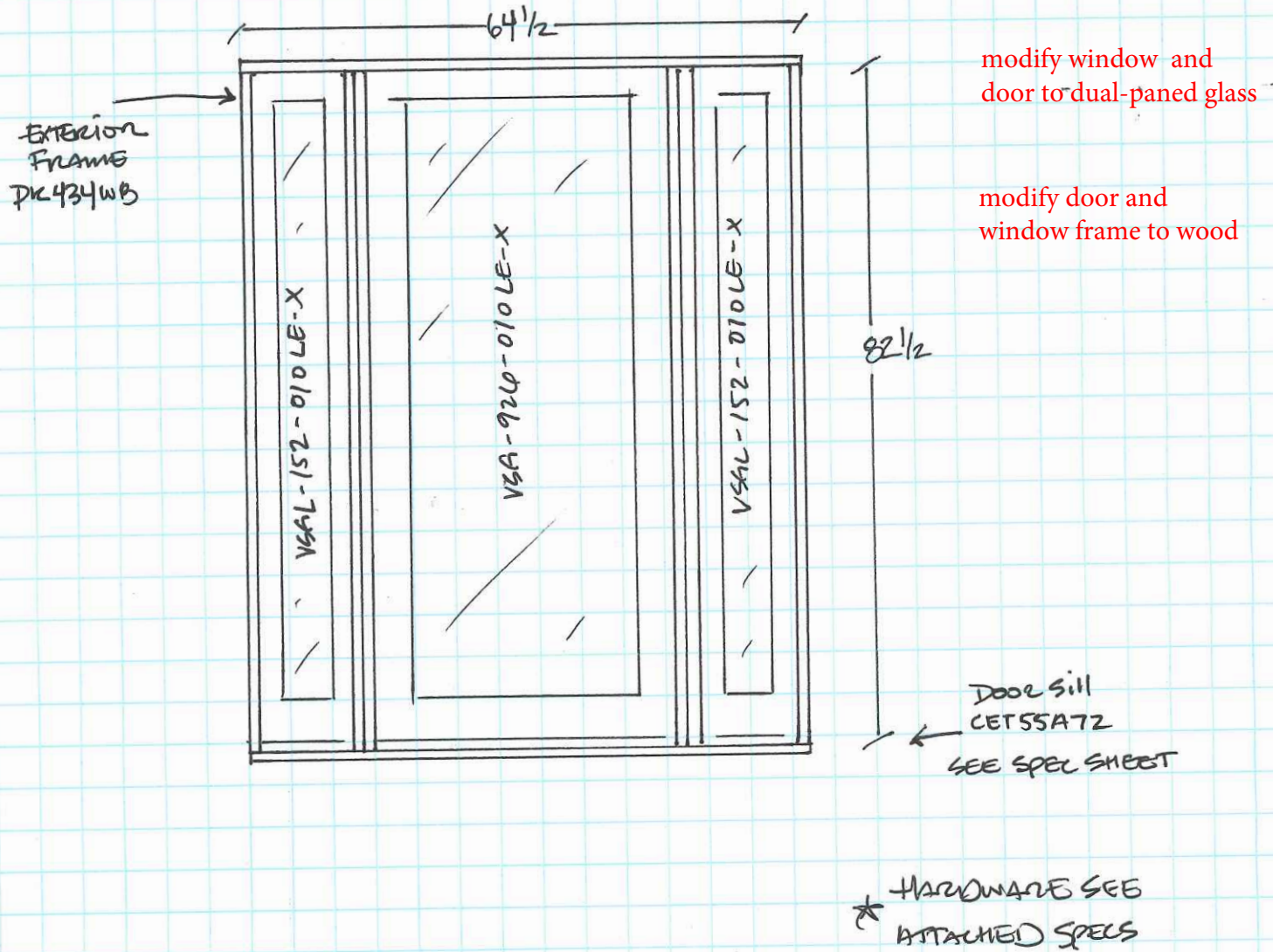
Staff recommends that the City Council adopt Resolution 23-41-R, conditionally approving Historic Resources Permit No. 0012-23, with the following conditions:

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 the alterations to the site be completed in accordance with the proposed changes, except as required to be modified in Conditions 3 and 4. Future changes may be approved by the Community Development Director or forwarded to the City Council for review.
3. **That the door and window frame materials be changed to wood for replacement.**
4. **That the door and side windows be constructed of dual-paned glass for the replacement.**
5. **That the door and window frames be painted Benjamin Moore Historic Color-66, Garrison Red, as present along the neighboring windows and doors of the building.**

ATTACHMENTS:

1. Attachment 1 - Proposal
2. Resolution 23-41-R

RICH CORNWELL
201 N. Darity St.
Hawthorne CA 93230





VSG-926-010LE-X



Share this page



Vistagrande Full-Lite Low-E Flush Glazed Fiberglass Smooth

In-Stock: [SoCal](#) | [NorCal](#)

Product #VSG-926-010LE-X
Categories: [Doors](#) | [Exterior](#) | [Flush glazed](#) | [Doors with Glass](#) | [VistaGrande](#) | [Low-E](#) | [Smooth](#) | [Full Lite](#)

Description:

VistaGrande® Flush-Glazed doors offer a wider viewing area and cleaner appearance over traditional glass inserts. Stile and rail features provide an authentic wood door look.

Full light clear glass FJ primed exterior frame. White or bronze weatherstrip, white or bronze corner pad. Frame Reinforcement plate. Fix sidelite units are made with continuous sills.



- Specifications
- Pricing
- Adders
-

Item	(W)	(H)	(T)
VSG926010LEX3068	3/0	6/8	



Material:

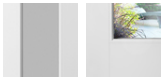


Fiberglass Smooth





VSGSL-152-010LE-X



Share this page



Low-E Argon Sidelite Fiberglass Smooth

In-Stock: [SoCal](#) | [NorCal](#)

Product #VSGSL-152-010LE-X
Categories: [Doors](#) | [Exterior](#) | [Flush glazed](#) | [Doors with Glass](#) | [VistaGrande](#) | [Low-E](#) | [Smooth](#) | [Full Lite](#)

Description:

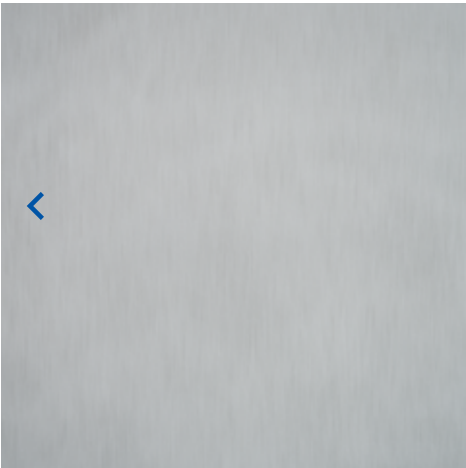
VistaGrande® Flush-Glazed doors offer a wider viewing area and cleaner appearance over traditional glass inserts. Stile and rail features provide an authentic wood door look.

Fix sidelite units are made with continuous sills, Primed with LVL mull post

- Specifications
- Pricing
- Adders
-

Item	(W)	(H)	(T)
VSGSL152010LEX10	1/0	6/8	
VSGSL152010LEX12	1/2	6/8	
VSGSL152010LEX11	0/10	6/8	

Material:



Fiberglass Smooth



<

PR434W8

Share this page



Exterior Frame Side Pair with Weatherstrip Kerf

Pine Primed FJ

In-Stock: [SoCal](#)

Product #PR434W8

Categories: [Moulding](#) | [Jamb](#) | [Exterior Frame](#)

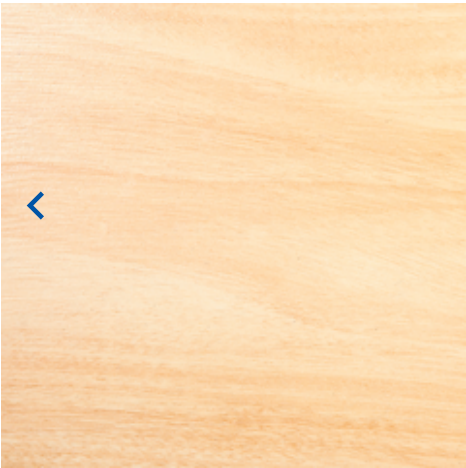
Description:

98-1/2" below dado

- Specifications
- Pricing
- Lengths
- 

Item	(T)	(H)	(W)	(P)	(D)
PR434W8	1-1/4"	8'	4-3/4"		

Material:

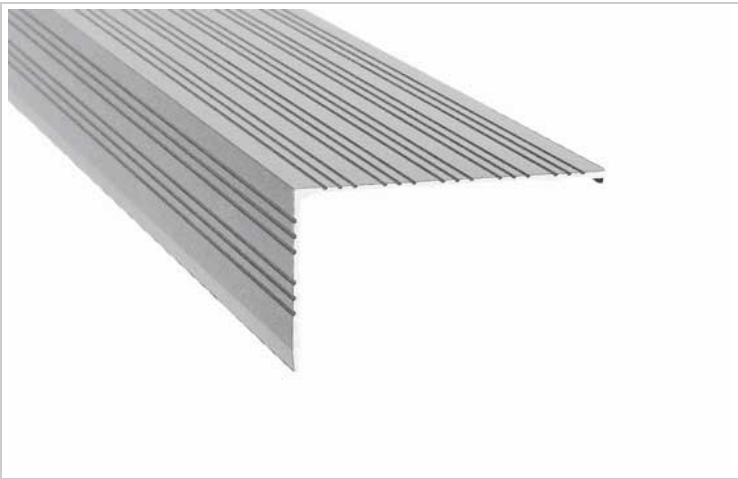


Pine Primed FJ

Similar Products:

CESN45A72

72"L x 4-1/2"W 1-1/2"H Aluminum Sill Nosing



Family Items 👥

Details ≡

Catalog 📖

Description:

72"L x 4-1/2"W 1-1/2"H Aluminum Sill Nosing

Specifications:

- ✓ Finish = Aluminum
- ✓ Height = 1-1/2"
- ✓ Length = 72"
- ✓ Product Type = Sill Nosing
- ✓ Width = 4-1/2"

SKU:	CESN45A72
Catalog Year:	2023
Catalog Page:	1310 (/catalogandflyers?doc=2023catalog&page=1310)
Brand:	Pacific Coast Aluminum Product

TL641AL

Heavy Duty Grade 1 Barrier Free Aluminum Door Closer With Cover



Family Items 

Details 

Catalog 

Description:

Heavy Duty Grade 1 Barrier Free Aluminum Door Closer With Cover

Specifications:

- ✓ Barrier Free = Barrier Free
- ✓ Finish = Aluminum
- ✓ Grade = Grade 1
- ✓ Product Type = Door Closer

SKU:	TL641AL
Catalog Year:	2023
Catalog Page:	1270 (/catalogandflyers?doc=2023catalog&page=1270)
Brand:	Tell Mfg.

KW780-15

Satin Nickel Reversible Single Cylinder Smart Key Deadbolt



Family Items 👥

Details ≡

Catalog 📖

Description:

Satin Nickel Reversible Single Cylinder Smart Key Deadbolt

- Specifications:
- ✓

 Finish = Satin Nickel
- ✓

 Function = Single Cylinder
- ✓

 Handing = Reversible
- ✓

 Key = Smart Key
- ✓

 Product Type = Deadbolt

SKU:	KW780-15
Catalog Year:	2023
Catalog Page:	1253 (/catalogandflyers?doc=2023catalog&page=1253)
Brand:	Kwikset

TR1013-3-630

16"L x 4"W Stainless Steel Pull Plate



Details ☰

Catalog 📖

Description:

16"L x 4"W Stainless Steel Pull Plate

Specifications:

✓ Finish = Stainless Steel

✓ Length = 16"

✓ Product Type = Pull Plate

✓ Width = 4"

SKU:	TR1013-3-630
Catalog Year:	2023
Catalog Page:	1322 (/catalogandflyers?doc=2023catalog&page=1322)
Brand:	Trimco

TR1001-3-630

16"L x 4"W Stainless Steel Push Plate



Details ☰

Catalog 📖

Description:

16"L x 4"W Stainless Steel Push Plate

Specifications:

✓ Finish = Stainless Steel

✓ Length = 16"

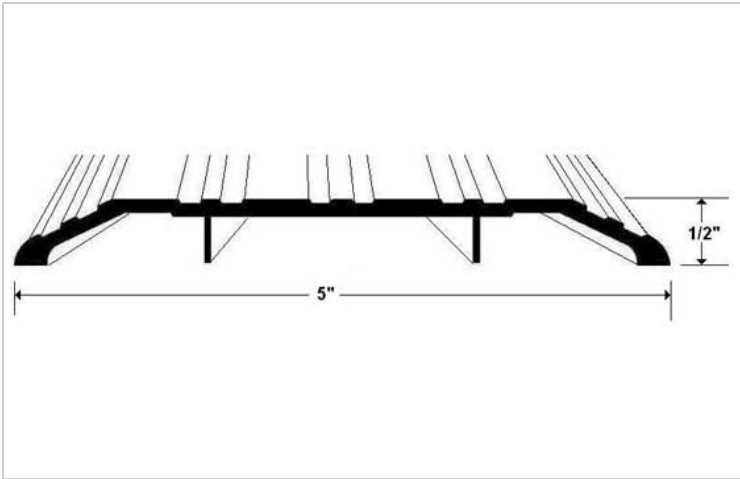
✓ Product Type = Push Plate

✓ Width = 4"

SKU:	TR1001-3-630
Catalog Year:	2023
Catalog Page:	1322 (/catalogandflyers?doc=2023catalog&page=1322)
Brand:	Trimco

CET55A72

72"L x 5"W x 1/2"H Aluminum Handicap Threshold



Family Items 

Details 

Catalog 

Description:

72"L x 5"W x 1/2"H Aluminum Handicap Threshold

Specifications:

- ✓ Application = Handicap
- ✓ Finish = Aluminum
- ✓ Height = 1/2"
- ✓ Length = 72"
- ✓ Product Type = Threshold
- ✓ Width = 5"

SKU:	CET55A72
Catalog Year:	2023
Catalog Page:	1304 (//catalogandflyers?doc=2023catalog&page=1304)
Brand:	Pacific Coast Aluminum Product

RESOLUTION 23-41-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD CONDITIONALLY APPROVING HISTORIC RESOURCES PERMIT HRA0012-23, A REQUEST TO REPLACE THE DOOR AND WINDOWS, DAMAGED BY VEHICULAR DAMAGE, AT 201 N. DOUTY STREET. THE PROJECT IS LOCATED AT THE NORTHEAST CORNER OF SEVENTH AND DOUTY STREETS (APN 012-041-009).

At a regular meeting of the City Council of the City of Hanford duly called and held on October 17, 2023, at 7:00 p.m. in the Council Chambers of the Civic Auditorium, it was moved by Council Member _____, and seconded by Council Member _____, and duly carried, that the following resolution be adopted:

WHEREAS, an application, filed by Richard Cornwell for Historic Resources Permit HRA0012-23, as shown in **Exhibit A**, was presented to the City Council; and

WHEREAS, the proposed project is located at 201 N. Douty Street (APN 012-041-009); and

WHEREAS, the City Council of the City of Hanford, at a regular meeting on October 17, 2023, reviewed the request for Historic Resources Permit HRA0012-23; and

WHEREAS, Section 15301 of the California Environmental Quality Act Guidelines categorically exempts “Existing Facilities” from Environmental Review; and

WHEREAS, the City Council of the City of Hanford reviewed the application for the Historic Resources Permit HRA0012-23 and found that the application, as requested to be modified, is consistent with Section 17.48 of the Hanford Municipal Code that the approval of the historic resources permit will allow private investment in the Downtown area, enhance property values, allow the increase of economic and financial benefits to the City and its property owners and inhabitants, and make the following findings:

1. That the proposed rehabilitation of the façade, as recommended to be modified, will not impact the Historic Overlay Zone since the recommended façade improvements will be consistent with the Historic Overlay Zone Design Guidelines.
2. That the proposed project will provide a complementary setting and environment in the Historic District.
3. That the proposed project will promote and encourage continued private ownership and utilization of structures so that the objectives set forth in this section can be attained under this policy.
4. That the request will not adversely affect the public health, safety, and general welfare of the citizens of Hanford.

THEREFORE, BE IT RESOLVED that the City Council of the City of Hanford hereby approves Historic Resources Permit HRA0012-23, subject to the following conditions:

1. That the applicant adhere to the design criteria for the Historic Overlay Zone, set forth in Section 17.48 of the Hanford Municipal Code.
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 the alterations to the site be completed in accordance with the proposed changes, except as required to be modified in Conditions 3 and 4. Future changes may be approved by the Community Development Director or forwarded to the City Council for review.
3. **That the door and window frame materials be changed to wood for the replacement.**
4. **That the door and side windows be constructed of dual-paned glass for the replacement.**
5. **That the door and window frames be painted Benjamin Moore Historic Color-66, Garrison Red, as present along the neighboring windows and doors for the building.**

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Hanford hereby conditionally approves Historic Resources Permit HRA0012-23. Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on October 17, 2023 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED: _____

TRAVIS PADEN
MAYOR of the City of Hanford

ATTEST: _____

NATALIE CORRAL
CITY CLERK

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

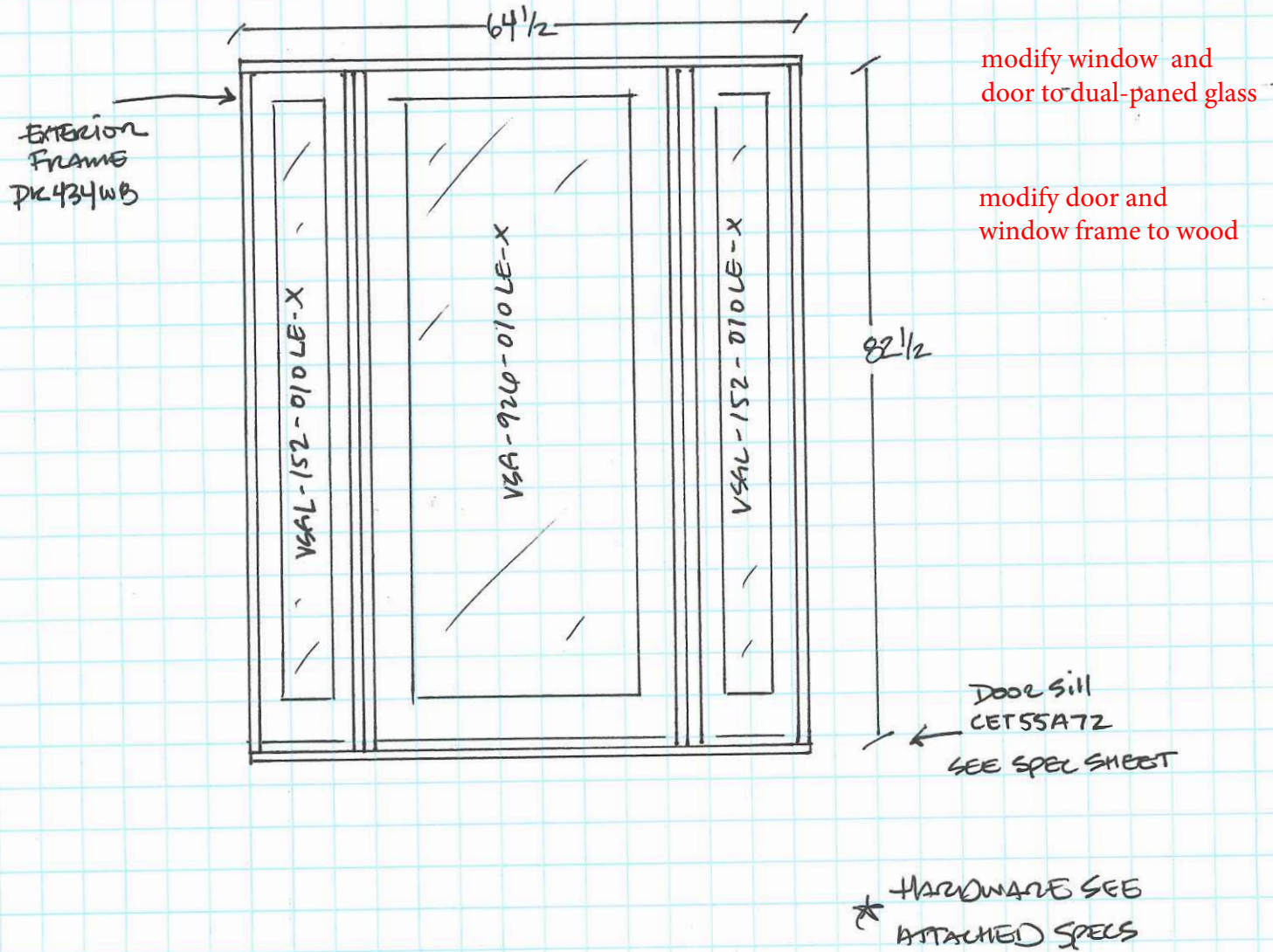
I, NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 17th day of October, 2023.

Date: _____

NATALIE CORRAL
CITY CLERK

Exhibit A
Proposal (updates noted)

RICH CORNWELL
201 N. Darity St.
Hawthorne CA 93230





VSG-926-010LE-X



Share this page



Vistagrande Full-Lite Low-E Flush Glazed Fiberglass Smooth

In-Stock: [SoCal](#) | [NorCal](#)

Product #VSG-926-010LE-X
Categories: [Doors](#) | [Exterior](#) | [Flush glazed](#) | [Doors with Glass](#) | [VistaGrande](#) | [Low-E](#) | [Smooth](#) | [Full Lite](#)

Description:

VistaGrande® Flush-Glazed doors offer a wider viewing area and cleaner appearance over traditional glass inserts. Stile and rail features provide an authentic wood door look.

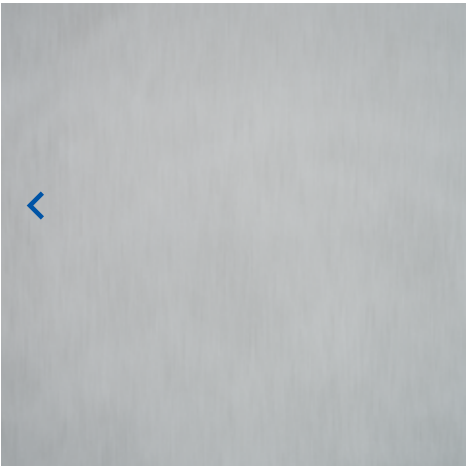
Full light clear glass FJ primed exterior frame. White or bronze weatherstrip, white or bronze corner pad. Frame Reinforcement plate. Fix sidelite units are made with continuous sills.



- Specifications
- Pricing
- Adders
-

Item	(W)	(H)	(T)
VSG926010LEX3068	3/0	6/8	

Material:

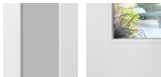


Fiberglass Smooth





VSGSL-152-010LE-X



Share this page



Low-E Argon Sidelite Fiberglass Smooth

In-Stock: [SoCal](#) | [NorCal](#)

Product #VSGSL-152-010LE-X
Categories: [Doors](#) | [Exterior](#) | [Flush glazed](#) | [Doors with Glass](#) | [VistaGrande](#) | [Low-E](#) | [Smooth](#) | [Full Lite](#)

Description:

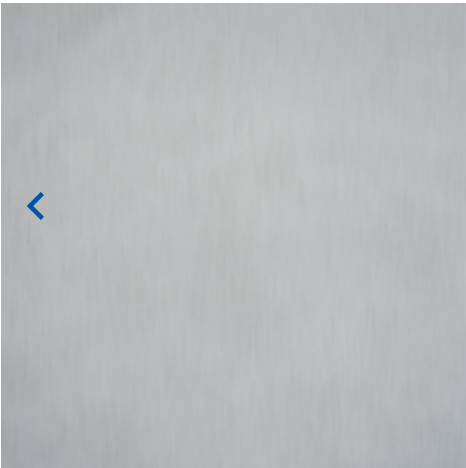
VistaGrande® Flush-Glazed doors offer a wider viewing area and cleaner appearance over traditional glass inserts. Stile and rail features provide an authentic wood door look.

Fix sidelite units are made with continuous sills, Primed with LVL mull post

- Specifications
- Pricing
- Adders
-

Item	(W)	(H)	(T)
VSGSL152010LEX10	1/0	6/8	
VSGSL152010LEX12	1/2	6/8	
VSGSL152010LEX11	0/10	6/8	

Material:



Fiberglass Smooth



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PR434W8

Share this page



Exterior Frame Side Pair with Weatherstrip Kerf

Pine Primed FJ

In-Stock: [SoCal](#)

Product #PR434W8
Categories: [Moulding](#) | [Jamb](#) | [Exterior Frame](#)

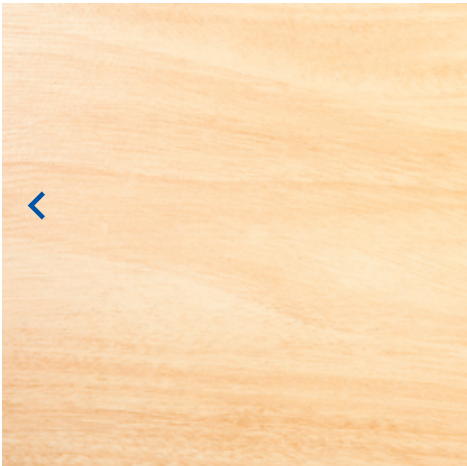
Description:

98-1/2" below dado

- Specifications
- Pricing
- Lengths
-

Item	(T)	(H)	(W)	(P)	(D)
PR434W8	1-1/4"	8'	4-3/4"		

Material:

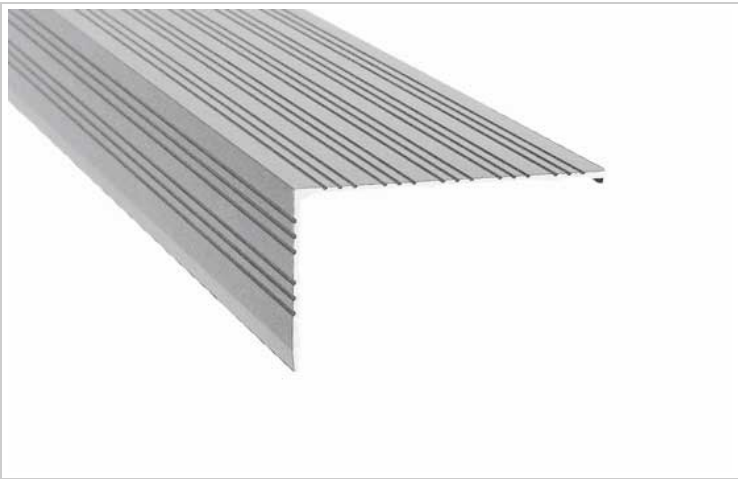


Pine Primed FJ

Similar Products:

CESN45A72

72"L x 4-1/2"W 1-1/2"H Aluminum Sill Nosing



Family Items

Details

Catalog

Description:

72"L x 4-1/2"W 1-1/2"H Aluminum Sill Nosing

Specifications:

- ✓ Finish = Aluminum
- ✓ Height = 1-1/2"
- ✓ Length = 72"
- ✓ Product Type = Sill Nosing
- ✓ Width = 4-1/2"

SKU:	CESN45A72
Catalog Year:	2023
Catalog Page:	1310 (/catalogandflyers?doc=2023catalog&page=1310)
Brand:	Pacific Coast Aluminum Product

TL641AL

Heavy Duty Grade 1 Barrier Free Aluminum Door Closer With Cover



Family Items 👥

Details ≡

Catalog 📖

Description:

Heavy Duty Grade 1 Barrier Free Aluminum Door Closer With Cover

- Specifications:
- ✓

Barrier Free = Barrier Free
- ✓

Finish = Aluminum
- ✓

Grade = Grade 1
- ✓

Product Type = Door Closer

SKU:	TL641AL
Catalog Year:	2023
Catalog Page:	1270 (/catalogandflyers?doc=2023catalog&page=1270)
Brand:	Tell Mfg.

KW780-15

Satin Nickel Reversible Single Cylinder Smart Key Deadbolt



Family Items 👥

Details ≡

Catalog 📖

Description:

Satin Nickel Reversible Single Cylinder Smart Key Deadbolt

Specifications:

- ✓ Finish = Satin Nickel
- ✓ Function = Single Cylinder
- ✓ Handing = Reversible
- ✓ Key = Smart Key
- ✓ Product Type = Deadbolt

SKU:	KW780-15
Catalog Year:	2023
Catalog Page:	1253 (/catalogandflyers?doc=2023catalog&page=1253)
Brand:	Kwikset

TR1013-3-630

16"L x 4"W Stainless Steel Pull Plate



Details ☰

Catalog 📖

Description:

16"L x 4"W Stainless Steel Pull Plate

Specifications:

✓ Finish = Stainless Steel

✓ Length = 16"

✓ Product Type = Pull Plate

✓ Width = 4"

SKU:	TR1013-3-630
Catalog Year:	2023
Catalog Page:	1322 (/catalogandflyers?doc=2023catalog&page=1322)
Brand:	Trimco

TR1001-3-630

16"L x 4"W Stainless Steel Push Plate



Details ☰

Catalog 📖

Description:

16"L x 4"W Stainless Steel Push Plate

Specifications:

✓ Finish = Stainless Steel

✓ Length = 16"

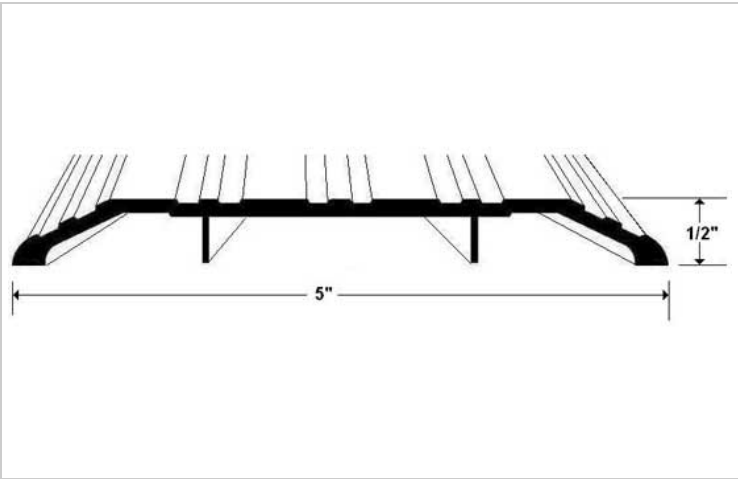
✓ Product Type = Push Plate

✓ Width = 4"

SKU:	TR1001-3-630
Catalog Year:	2023
Catalog Page:	1322 (/catalogandflyers?doc=2023catalog&page=1322)
Brand:	Trimco

CET55A72

72"L x 5"W x 1/2"H Aluminum Handicap Threshold



Family Items 

Details 

Catalog 

Description:

72"L x 5"W x 1/2"H Aluminum Handicap Threshold

Specifications:

- ✓ Application = Handicap
- ✓ Finish = Aluminum
- ✓ Height = 1/2"
- ✓ Length = 72"
- ✓ Product Type = Threshold
- ✓ Width = 5"

SKU:	CET55A72
Catalog Year:	2023
Catalog Page:	1304 (//catalogandflyers?doc=2023catalog&page=1304)
Brand:	Pacific Coast Aluminum Product



AGENDA STAFF REPORT

MEETING DATE: 10/17/2023

AGENDA SECTION: GENERAL BUSINESS

SUBJECT:

Authorization for the City Manager to execute a Utility Easement Agreement with Valley Strong Credit Union; and authorization to offer Grant of Easements for utility purposes to Southern California Edison across the city parking lot property (APN 012-022-011) located adjacent to Valley Strong Credit Union (216 W Eighth Street).

RECOMMENDATION:

That the City Council, by motion, regarding City parking lot, APN 012-022-011:

1. Authorize the City Manager to execute a Utility Easement Agreement with Valley Strong Credit Union for the installation of utilities within City parking lot, APN 012-022-011;
2. Authorize the City Manager to sign a Grant of Easement from the City of Hanford to Southern California Edison across City parking lot, APN 012-022-011, for the installation of underground electrical services for the Valley Strong Credit Union project;

BACKGROUND:

Valley Strong Credit Union is a new business being established in the downtown district. They are currently in the process of remodeling and making improvements to their building located at 216 W. Eighth Street. Attached are Location Maps for reference.

As a requirement for property improvements, the owners, Valley Strong Credit Union, must provide separate electrical, sanitary sewer, and water services for the business.

The legal property line between Valley Strong Credit Union, APN 012-022-008 and the City public parking lot, APN 012-022-011, is located along the east wall of the existing building. The building wall is on the property line, and there are no setbacks to allow for utility services to access Valley Strong Credit Union without obtaining an off-site easement.

To accommodate the improvements, an easement across the city public parking lot adjacent to Valley Strong Credit Union is needed for the installation of separate utility services including sanitary sewer, water, and electrical services from Lacey Boulevard to the Valley Strong Credit Union building. Current utility services cross through a separate privately owned building to the north, and will be abandoned with the completion of the project. Attached for Council review is the Valley Strong Utility Plan which shows locations for utility installations under the sidewalk within the city parking lot.

The attached Utility Easement Agreement between Valley Strong Credit Union and the City of Hanford provides the conditions of the Grant of Easement. With Council approval, the City Manager would sign and execute the agreement. With the recording of the document, a Grant of Easement is provided to Valley Strong Credit Union for utility purposes.

Additionally, a Grant of Easement from the City of Hanford to Southern California Edison Company has been prepared and is attached for Council review. The easement includes a strip 7' wide and 80' long across the City parking lot, APN 012-022-011, that would be used for the installation of an underground electrical service to the Valley Strong CU building.

Valley Strong Credit Union has committed to making the necessary improvements on the west side of the city parking lot to install utility services, which include reconstructing the sidewalk, planters, and restriping parking stalls between Lacey Boulevard and Eighth Street.

FISCAL IMPACT:

There is no fiscal impact with this project. The costs of utility installation and improvements will be borne by the Grantee, Valley Strong Credit Union.

ATTACHMENTS:

1. 1. Location Maps
2. 2. VALLEY STRONG - UTILITY PLAN
3. 3. Utility Easement Agreement
4. 4. GRANT DEED - CITY TO SCE UNSIGNED

Location Map

Valley Strong Credit Union
216 W. Eighth Street

Legend

 216 W 8th St

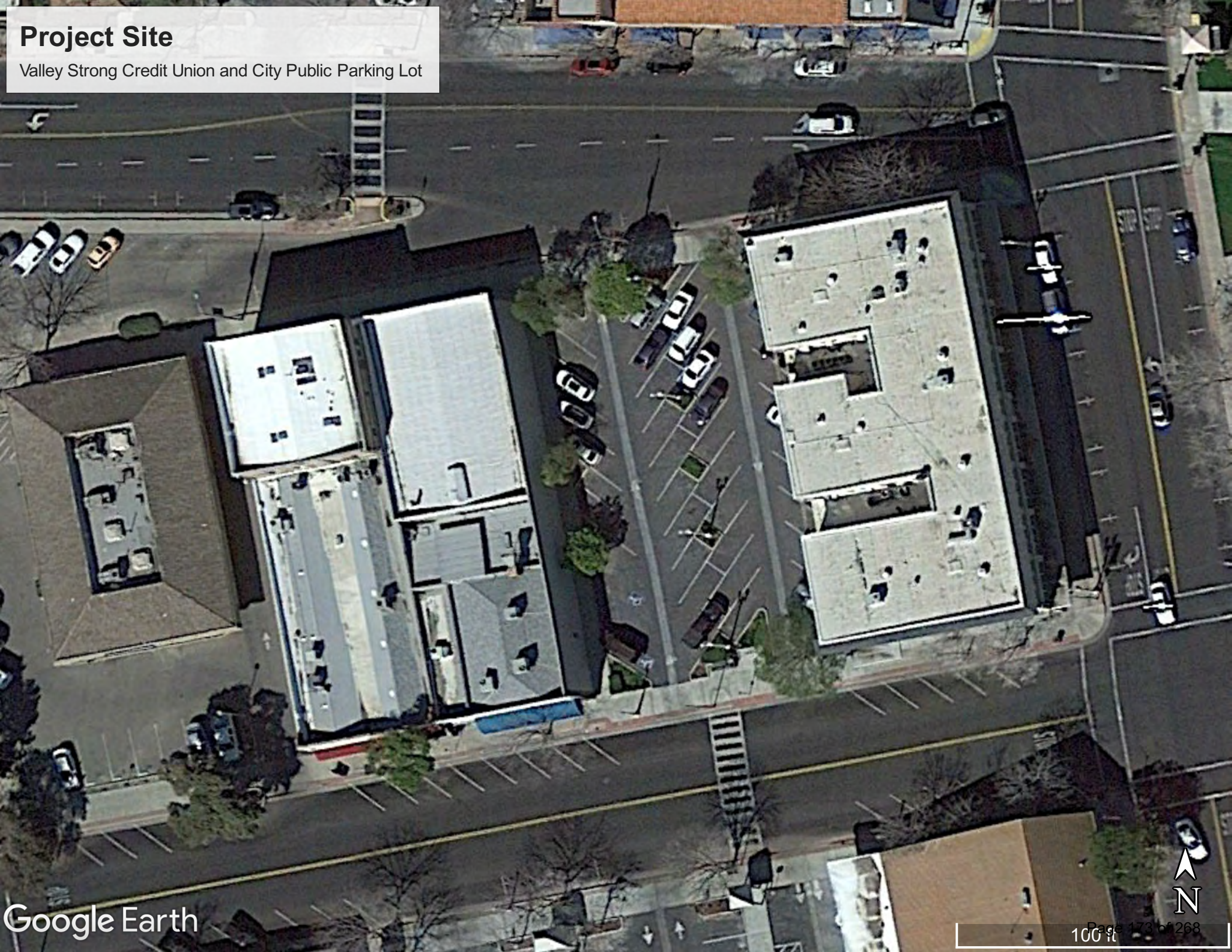


Valley Strong
Credit Union

City of Hanford
Parking Lot #XX

Project Site

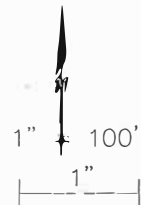
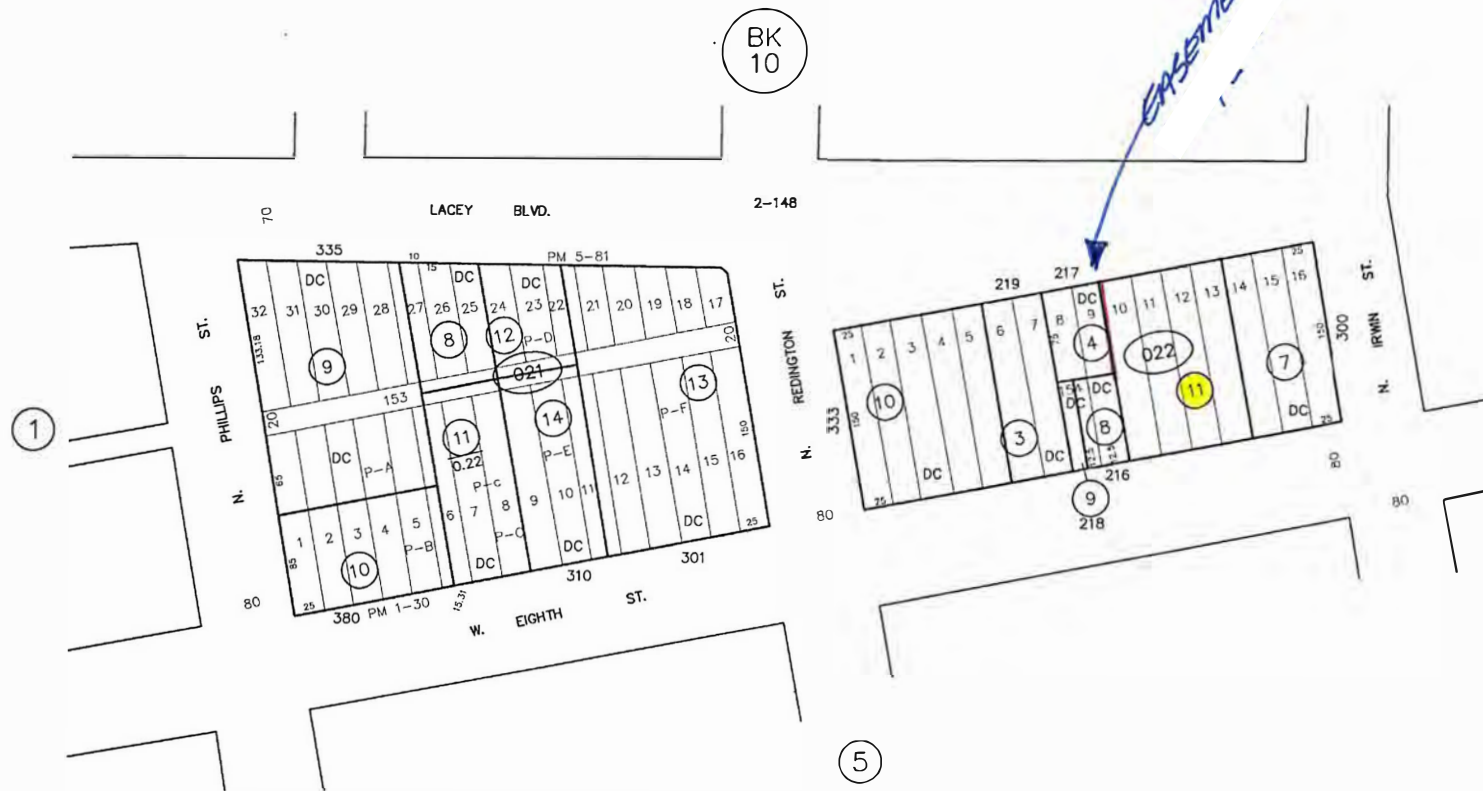
Valley Strong Credit Union and City Public Parking Lot



KINGS COUNTY ASSESSOR'S MAP

12-02

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY
IT IS NOT TO BE CONSTRUED AS PORTRAYING
LEGAL OWNERSHIP OF DIVISIONS OF LAND FOR
PURPOSES OF ZONING OR SUBDIVISION LAW.
DECEMBER 2004



UTILITY EASEMENT AGREEMENT

FOR CONSIDERATION OF One Dollar (\$1.00) and other valuable consideration described herein, the receipt of which is hereby acknowledged, the CITY OF HANFORD, a municipal corporation ("**Grantor**") grants and conveys to VALLEY STRONG CREDIT UNION and its successors and assigns ("**Grantee**"), for the purposes set forth herein, non-exclusive easement rights ("**Easement**") described herein.

1. **Purpose and Grant of Easement Rights.**
 - a. Grantee is the owner of that real property ("**Grantee Property**") more particularly described in the attached Exhibit "A," which is incorporated herein by reference.
 - b. Grantor is the owner of that real property ("**Grantor Property**") more particularly described in the attached Exhibit "B," which is incorporated herein by reference.
 - c. Grantee shall have the right to construct, operate, maintain, repair, and replace needed underground utilities at the Grantor Property, which serve the Grantee Property, within the easement area ("**Easement Area**") more particularly described and depicted in the attached Exhibit "C," which is incorporated herein by reference.
 - d. The Grantor Property is utilized as a public parking lot, and Grantee will minimize any interruption to the public's use of the parking lot that may be caused by Grantee's exercise of easement rights hereunder. Accordingly, Grantee shall, at its sole cost and within fifteen (15) calendar days of the commencement of its utility work, complete such work and fully restore the Grantor Property to a condition that conforms to then-current Grantor standards for Grantor's public parking lots.
 - e. Should Grantee engage in any work allowed hereunder following the installation of Grantee's utility improvements, Grantee will: (i) undertake the work diligently to minimize any interruption of the public's use of the Grantor Property; and (ii) promptly restore the Grantor Property to a condition that conforms to then-current Grantor standards for Grantor's public parking lots.
2. **Access.** Aside from emergency events, described as imminent threats to persons or property, Grantee shall provide Grantor with at least seventy-two (72) hours prior written notice of any entry upon the Easement Area for the exercise of any easement rights hereunder.

3. **Compliance with the Law.** In exercising its rights hereunder, Grantee shall, at its own expense, comply with any and all applicable federal, state, and local laws, ordinances, rules, regulations, and orders whatsoever, present or future, including, without limitation, Grantor's requirements that engineered plans for the installation of Grantee's utilities be submitted to Grantor for review and approval and that Grantee obtain required permits from Grantor prior to the commencement of utility installation.

4. **Termination of Easement Rights.**

- a. Grantee may terminate this Agreement by providing written notice to Grantor.
- b. Grantor may terminate this Agreement if Grantee breaches any terms contained herein. Upon such breach, Grantor shall submit written notice to Grantee identifying the nature of the breach, and Grantee shall, except as otherwise provided herein, have seven (7) calendar days from its receipt of Grantor's written notice to cure the breach. Grantee shall, however, be required to immediately cure any breach that poses a threat to persons or property. Grantor may terminate this Agreement if Grantee fails to cure a breach in a timely manner.
- c. Upon termination of this Agreement, Grantor may require Grantee, at Grantee's sole expense, to remove its utility improvements from and restore the Easement Area to a condition that conforms to then-current Grantor standards for Grantor's public parking lots. Grantor shall provide written notice to Grantee within thirty (30) calendar days of the date that this Agreement terminates if Grantor elects to cause the removal of Grantee's utility improvements. Grantee's removal of its utility improvements and restoration of the Grantor Property shall be completed within thirty (30) calendar days of the date on which Grantor submits the removal notice to Grantee. Should Grantee fail to satisfy the removal and restoration requirements, Grantor may, but shall not be required to, undertake the removal and restoration work. In such case, Grantor will invoice Grantee for the reasonable costs incurred by Grantor; payment to Grantor shall be due in full within thirty (30) calendar days of the date of Grantor's written invoice, and any amount not paid prior to delinquency will accrue interest at the rate of ten percent (10%) per annum.

5. **Indemnity and Release.**

- a. Grantee shall indemnify, defend, and hold Grantor and its elected and appointed officials, officers, employees, and agents harmless from and against any and all liabilities, losses, damages, costs, expenses, any and all reasonable attorney's fees and expenses of

Grantor, causes of action, suits, claims, demands, and judgments of any nature whatsoever relating to or arising from: (i) any work or thing done during the term of this Agreement in, on, or about the Easement Area or any part thereof, by Grantee or its contractors, employees, agents, or licensees; (ii) injury to or the death of persons or damage to property caused by Grantee's utility improvements installed hereunder or arising out of or connected with the use, nonuse, condition, possession, operation, maintenance, management, or occupation of the Easement Area by Grantee or any of its contractors, employees, agents, or licensees occurring hereunder; (iii) any negligence or intentional misconduct on the part of Grantee or any of its contractors, employees, agents, or licensees occurring hereunder; and (iv) violation by Grantee or any of its contractors, employees, agents or licensees of any covenant or restriction or any governmental restriction, statute, law, rule, ordinance, or regulation applicable to the subject matters of this Agreement. The provisions of this section shall survive the termination of this Agreement. Grantee's duty to indemnify, defend, and hold harmless shall not, however, apply to the gross negligence or intentional misconduct of Grantor or Grantor's officers, officials, employees, agents, or contractors.

- b. Grantee acknowledges that the Grantor Property is utilized by Grantor as a public parking lot and hereby releases Grantor from any liability associated with damage to Grantee's personal property, including, without limitation, Grantee's utility improvements, that may be caused by Grantor's operation, maintenance, repair, or improvement of the Grantor Property as a public parking lot.

6. Taxes and Liens.

- a. Grantee shall pay and discharge, prior to delinquency, all taxes and assessments levied against any personal property put or placed by Grantee within the Easement Area and not allow any liens or encumbrances to be placed or remain against its property at the Grantor Property or against the Grantor Property insofar as such liens or encumbrances may be asserted by reason of Grantee's acts, occupation, or use of the Easement Area. Payment of all such taxes and assessments shall be the sole responsibility of Grantee.
- b. Grantee shall keep the Grantor Property and all improvements thereon free from all liens and claims of mechanics, laborers, materialmen, and others for work done and materials furnished to Grantee, and Grantee shall not create or suffer to be created any lien or encumbrance on the Property.

7. **Reimbursement of Grantor's Costs.** As partial consideration for the rights granted hereunder, Grantee has paid Grantor a one-time fee of One Thousand, Five Hundred Dollars (\$1,500.00) as reimbursement for costs incurred by Grantor to prepare this Agreement. Grantor acknowledges receipt of the required payment.
8. **Title, Successors and Assigns.** Grantor covenants and warrants to Grantee that Grantor has full right, power, and authority to execute this Agreement. This Agreement shall run with the Grantor Property, will benefit the Grantee Property, and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Should Grantee assign its rights hereunder to a third party by sale of the Grantee Property or otherwise: (i) the assignee shall acknowledge in writing that it shall be bound by the terms and conditions contained herein; and (ii) Grantee shall, as a condition of such assignment, guarantee the assignee's performance hereunder.
9. **Insurance.** Grantee will satisfy and will cause to be satisfied the insurance requirements set forth in the attached Exhibit "D," which are requirements mandated by Grantor's insurer. Exhibit "D" is incorporated herein by reference.
10. **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three (3) business days after being mailed by certified mail with return receipt requested, charges and postage prepaid, properly addressed to the party to receive such notice at the last address furnished for such purposes by the party to whom notice is directed and addressed as follows:

If to Grantor:

City Engineer
CITY OF HANFORD
900 S. Douty
Hanford, CA 93230

If to Grantee:

Head of Facilities & Capital Projects
VALLEY STRONG CREDIT UNION
11500 Bolthouse Drive
Bakersfield, CA 93311

11. **Attorneys' Fees and Venue.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other reasonable relief to which they may be entitled. With respect to any suit, action, or proceeding arising out of or related to this Agreement, the parties hereby submit to the jurisdiction and venue of the Superior Court for the County of Kings, State of California.

12. **Amendment.** No change, amendment, or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.
13. **Governing Law.** This Lease shall be construed and governed pursuant to the laws of the State of California
14. **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
15. **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
16. **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which is not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the following day and year.

Dated this 2nd day of October, 2023.

Grantor: City of Hanford, a municipal corporation	Grantee: Valley Strong Credit Union
By:	By: 
Name: MARIO A. CIFUENTEZ, II	Name: Richard Sazama
Title: City Manager	Title: Head of Facilities & Capital Projects
Date:	Date: September 29, 2023

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

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

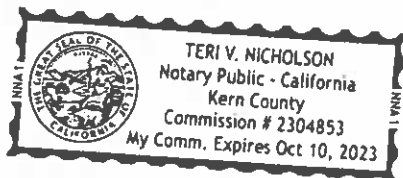
STATE OF CALIFORNIA)
) SS
COUNTY OF Kern)

On October 2, 2023, before me, Teri V. Nicholson,
Notary Public, personally appeared Richard Sazama, who proved to me on
the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his authorized
capacity, and that by his/her signature on the instrument the persons, or the entity upon
behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

(SEAL)





NOTARY PUBLIC

Exhibit A

Grantee Property Legal Description

EXHIBIT "A"

GRANTEE PROPERTY

VALLEY STRONG CREDIT UNION (APN: 012-022-008)

THE SOUTH HALF OF LOTS 8 AND 9 IN BLOCK 154 OF THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF RECORDED IN BOOK 1 AT PAGE 35 OF MAPS, TULARE COUNTY RECORDS;

EXCEPTING FROM THAT PART OF LOT 8 THE FOLLOWING PARCELS OF LAND:

(A) BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8, RUNNING THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 12.40 FEET TO THE CENTER LINE OF A CERTAIN BRICK WALL THEREON LOCATED; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID WALL 25.20 FEET; THENCE WESTERLY ALONG THE CENTER LINE OF SAID BRICK WALL CONTINUED WESTERLY 12.50 FEET, TO A POINT IN THE WESTERLY LINE OF SAID LOT; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, 25.20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

(B) BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 8, SAID POINT BEING 25.20 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT, A DISTANCE OF 12.50 FEET TO A POINT BEING 25.20 FEET NORTH OF THE SOUTH LINE OF SAID LOT 8; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID LOT 8 A DISTANCE OF 49.80 FEET; THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 12.50 FEET TO THE WEST LINE THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 49.80 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

Grantor Property Legal Description

EXHIBIT "B"

GRANTOR PROPERTY

CITY OF HANFORD (APN: 012-022-011)

BEING LOTS 10 THROUGH 13 IN BLOCK 154 OF THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF RECORDED IN BOOK 1 AT PAGE 35 OF MAPS, TULARE COUNTY RECORDS, ALSO BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF HANFORD, THE COUNTY OF KINGS, STATE OF CALIFORNIA.

Exhibit "C"

Easement Area Legal Description & Drawing

EXHIBIT "C"

PUBLIC ACCESS EASEMENT - CITY OF HANFORD (APN: 012-022-011)

BEING A PORTION OF LOT 10 IN BLOCK 154 OF THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF RECORDED IN BOOK 1 AT PAGE 35 OF MAPS, TULARE COUNTY RECORDS, ALSO BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF HANFORD, THE COUNTY OF KINGS, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF WEST 8TH STREET AND NORTH IRWIN STREET IDENTIFIED BY A FOUND MONUMENT WITH 2" BRASS CAP MARKED R.C.E. 21489 IN LAMPHOLE, THENCE ALONG THE MEASURED CENTERLINE OF WEST 8TH STREET, SOUTH 79°35'27" WEST, A DISTANCE OF 215.67 FEET; THENCE LEAVING THE CENTERLINE OF SAID WEST 8TH STREET, NORTH 10°24'33" WEST, A DISTANCE OF 40.21 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 10 ALSO BEING THE **TRUE POINT OF BEGINNING**;

1) THENCE ALONG THE WESTERLY LINE OF SAID LOT 10 AND A PORTION OF THE EASTERLY LINE OF A BUILDING AT 216 WEST 8TH STREET, NORTH 09°53'36" WEST, A DISTANCE OF 150.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 10;

2) THENCE NORTH 80°06'24" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 10, A DISTANCE OF 6.69 FEET;

3) THENCE LEAVING SAID NORTHERLY LINE, PARALLEL WITH THE WESTERLY LINE OF SAID LOT 10, SOUTH 09°53'36" EAST, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 10;

4) THENCE SOUTH 80°06'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 6.69 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 10 AND THE **TRUE POINT OF BEGINNING**.

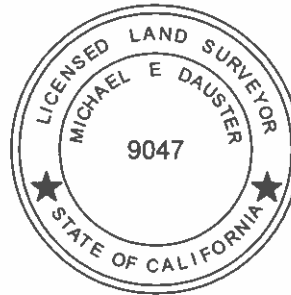
CONTAINS 1,003.50 SQ. FT., MORE OR LESS.



MICHAEL E. DAUSTER, P.L.S. 9047

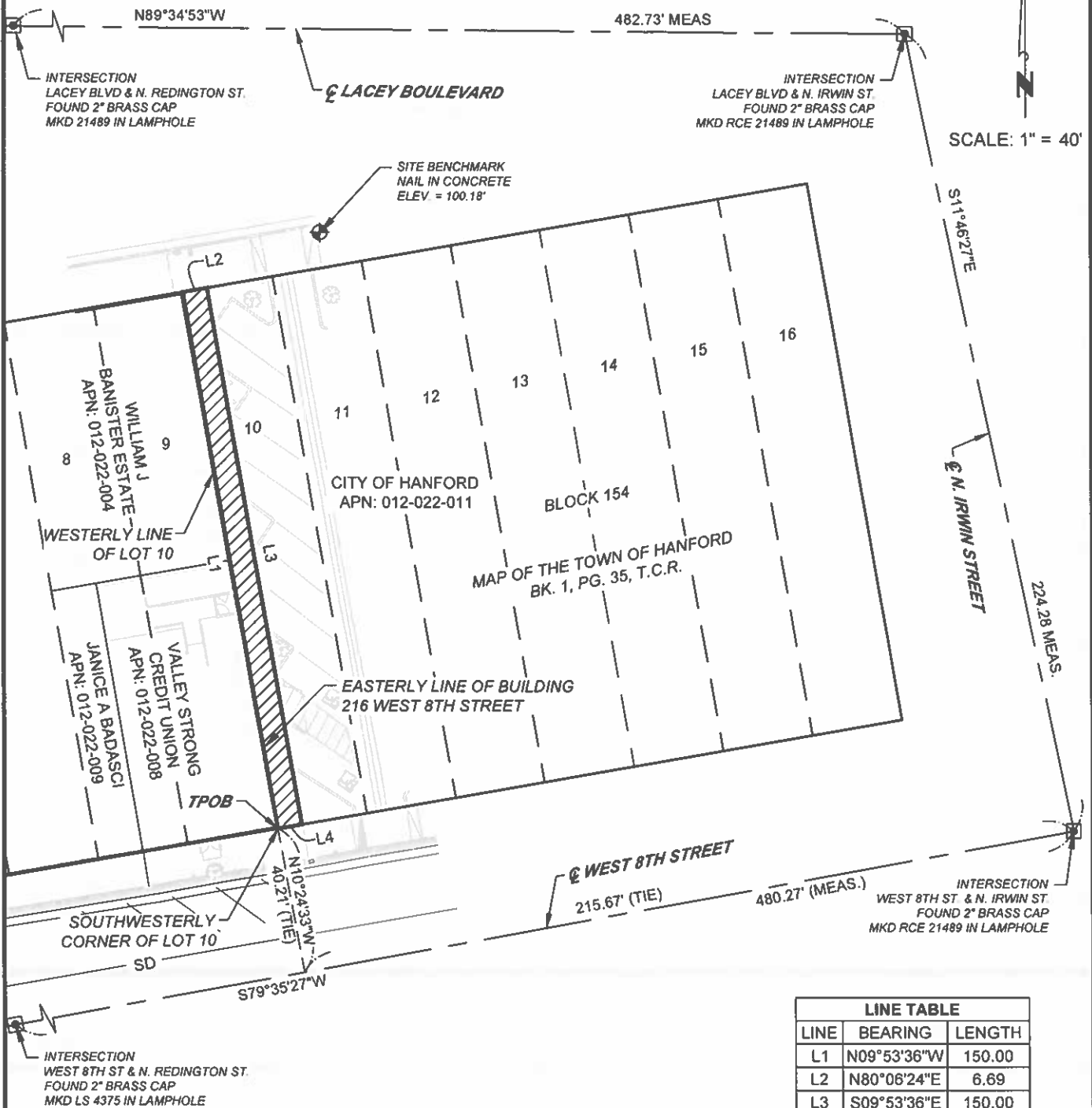
09/29/2023

DATE



KINGS COUNTY, CALIFORNIA
SECTION 36, T.18S., R.21E., M.D.B. & M.

EXHIBIT "C"



SHEET 2 OF 2

EXHIBIT "C"

20' WIDE PUBLIC UTILITY EASEMENT (P.U.E.) - CITY OF HANFORD (APN: 012-022-011)

THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 10 IN BLOCK 154 OF THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF RECORDED IN BOOK 1 AT PAGE 35 OF MAPS, TULARE COUNTY RECORDS, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF HANFORD, THE COUNTY OF KINGS, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF LACEY BOULEVARD AND NORTH IRWIN STREET IDENTIFIED BY (2) FOUND MONUMENTS WITH 2" BRASS CAP MARKED RCE 21489 IN A LAMPHOLE, THENCE ALONG THE CENTERLINE OF SAID LACEY BOULEVARD, NORTH 89°34'53" WEST, A DISTANCE OF 189.01 FEET; THENCE LEAVING THE CENTERLINE OF SAID LACEY BOULEVARD, SOUTH 00°19'35" WEST, A DISTANCE OF 70.86 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID LACEY BOULEVARD, ALSO BEING THE **TRUE POINT OF BEGINNING**;

1) THENCE LEAVING THE SOUTHERLY RIGHT OF WAY LINE OF SAID LACEY BOULEVARD, SOUTH 09°53'36" EAST, A DISTANCE OF 85.98 FEET;

2) THENCE SOUTH 80°09'39" WEST, A DISTANCE OF 10.00 FEET TO THE WESTERLY LINE OF SAID LOT 10 AND THE EASTERLY LINE OF A BUILDING AT 216 WEST 8TH STREET AND BEING THE TERMINUS OF THIS DESCRIPTION SAID POINT LYING SOUTH 58°08'35" WEST, A DISTANCE OF 285.06 FROM THE INTERSECTION OF WEST 8TH STREET AND NORTH REDINGTON STREET, IDENTIFIED BY 2" BRASS CAP MARKED LS 4375 IN A LAMPHOLE.

SIDELINES OF SAID EASEMENT TO BE PROLONGED OR SHORTENED SO AS TO BEGIN ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID LACEY BOULEVARD AND END ON THE WESTERLY LINE OF SAID LOT 10 AND THE EASTERLY LINE OF A BUILDING AT 216 WEST 8TH STREET.

CONTAINS 1,919.61 SQ. FT., MORE OR LESS.



MICHAEL E. DAUSTER, P.L.S. 9047



09/29/2023

DATE

KINGS COUNTY, CALIFORNIA
SECTION 36, T.18S., R.21E., M.D.B. & M.

EXHIBIT "C"

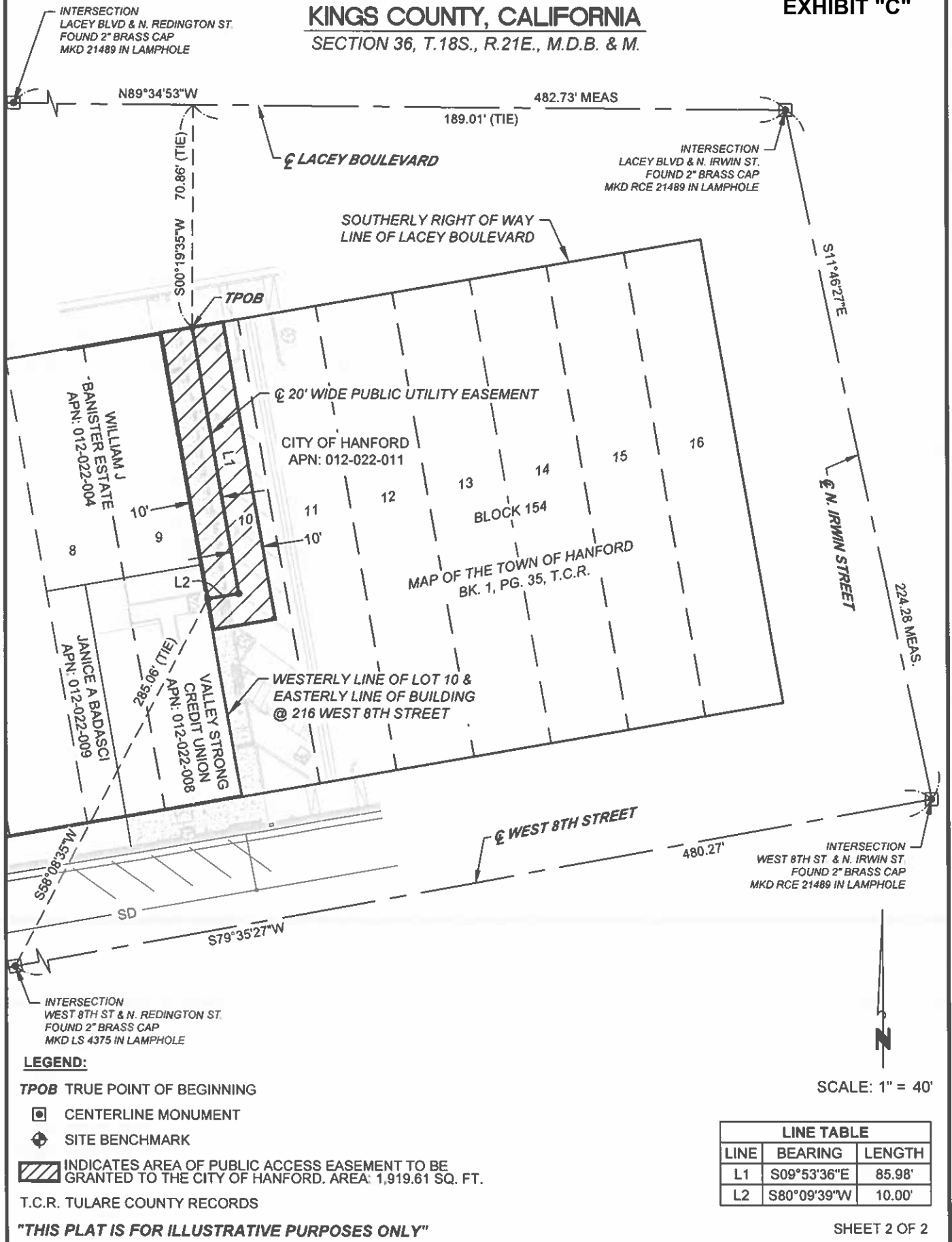


EXHIBIT "D"

1. Insurance.

- a. Grantee, Grantee's contractors, and all other parties that Grantee allows to enter and/or alter the Easement Area pursuant to this Agreement will, during the term of this Agreement and as long as Grantee's utility improvements remain within the Easement Area, maintain insurance coverage which shall be at least as broad as:
 - i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence and FOUR MILLION (\$4,000,000) aggregate. Alternatively, Grantee may satisfy the required limits by any combination of primary commercial general liability, umbrella and/or excess liability insurance policy as long as such supplemental coverage is as broad as underlying CGL coverage.
 - ii. Commercial Automobile Liability: ISO Form Number CA 00 01 or carrier equivalent covering any auto (Code 1), or if Grantee has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.
 - iii. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.
- b. Deductible amounts shall be subject to the reasonable approval of Grantor.
- c. Insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. Grantor and its officers, officials, employees, and agents are to be included as additional insured on the CGL and automobile liability policies. General liability coverage can be provided in the form of an endorsement to Grantee's insurance, through the addition of both CG 20

10 and CG 20 37 or carrier equivalent forms. Blanket additional insured endorsement shall be accepted. The coverage shall contain no special limitations on the scope of protection afforded to Grantor and its officers, officials, employees, and agents.

- ii. For any claims related to this Agreement, insurance coverage maintained hereunder shall be the primary insurance as to Grantor and its officers, officials, employees, and agents. Any insurance or self-insurance maintained by Grantor and/or its officers, officials, employees, or agents shall be in excess of insurance maintained hereunder and shall be non-contributory.
- iii. Each insurance policy required above shall provide that coverage shall not be canceled or modified except with prior written notice to Grantor.
- d. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- e. Grantee shall furnish Grantor with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Grantor before Grantee, Grantee's contractors, and Grantee's licensee enter the Grantor Property. However, failure to obtain the required documents prior to entry of the Grantor Property shall not waive Grantee's obligations hereunder. In the event a claim gives rise to a coverage dispute Grantor reserves the right to require complete, certified copies of all applicable insurance policies giving rise to such dispute, including endorsements required hereunder.
- f. Grantee hereby grants to Grantor and its officers, officials, employees, and agents a waiver of any right to subrogation which any insurer of Grantee may acquire against Grantor and/or its officers, officials, employees, and agents by virtue of the payment of any loss under such insurance. Grantee agrees to obtain and cause its contractors and licensees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether Grantor receives a waiver of subrogation endorsement from the insurers.

- g. Grantor shall have the right to periodically adjust the insurance requirements identified hereinabove so they remain consistent with the then-current insurance requirements of Grantor's insurer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 2270 Douglas Blvd Suite 220 Roseville CA 95661	CONTACT NAME: Lynda McLain PHONE (A/C, No, Ext): (650) 762-0400 FAX (A/C, No): (650) 762-0490 E-MAIL ADDRESS: lmclain@risk-strategies.com
INSURED Credit Union Self Insured Group of California Valley Strong Credit Union 1245 W. El Monte Way Dinuba CA 93618	INSURER(S) AFFORDING COVERAGE INSURER A: Safety Natl Casualty Corp INSURER B: Federal Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL2222459696**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Retention \$5,000		82215123	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SP4086015	01/01/2022	01/01/2023 ☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*****Evidence Only*****

Safety National subject \$500,000 self retention per occurrence.

RE: 3030 N. Dinuba Blvd, Ste A
Visalia, CA 93291-7982**CERTIFICATE HOLDER****CANCELLATION**Orchard Walk SJT Retail XVIII, LLC c/o Athena Management, Inc.
730 El Camino Way, Ste 200

Tustin

CA 92780-7733

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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1015 00 1209 (XWC)

ENDORSEMENT # 001

GENERAL CHANGE ENDORSEMENT - SPECIFIC EXCESS

Effective 12:01 A.M., Local Time, January 01, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

- | | |
|--|---|
| ☐ Item 1 – Employer Address | ☐ Item 8(a) – Maximum Limit of Indemnity Per Occurrence |
| ☐ Item 2 – States | ☐ Item 8(b) – E.L. Maximum Limit of Indemnity Per Occurrence |
| ☐ Item 3 – Effective Date | ☐ Item 9 – Premium Rate |
| ☐ Item 4 – Anniversary Date | ☐ Item 10 – Minimum Premium for the Liability Period |
| ☐ Item 5 – Service Company | ☐ Item 11 – Deposit Premium for the Payroll Reporting Period |
| ☐ Item 6 – Manual Premium/Exp. Mod/Standard Premium | ☐ Item 12 – Payroll Reporting Period |
| ☐ Item 7 – Self-Insured Retention Per Occurrence | ☒ Item 13 – Endorsements |

Is amended to include:

Endorsements: 0456, BLANKET WAIVER OF SUBROGATION

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4064110, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CREDIT UNION SELF-INSURED GROUP OF CALIFORNIA, INC, ET AL, dated January 01, 2021.

SAFETY NATIONAL CASUALTY CORPORATION


Secretary


President

Countersigned this day of

By: _____ N/A

0456 00 0113 (XWC)

ENDORSEMENT

BLANKET WAIVER OF SUBROGATION

Effective 12:01 A.M., Local Time, January 01, 2021

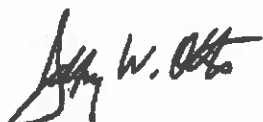
In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery From Others section of this Agreement is amended to include the following additional language:

The CORPORATION has the right to pursue subrogation recoveries from anyone liable for an injury covered by this Agreement. The CORPORATION will not enforce its right against any person or organization for whom the EMPLOYER performs work under a written contract that requires the EMPLOYER to obtain this agreement from the CORPORATION.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4064110, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CREDIT UNION SELF-INSURED GROUP OF CALIFORNIA, INC, ET AL, dated January 01, 2021. Endorsement No. 0456 00 0113 (XWC)

SAFETY NATIONAL CASUALTY CORPORATION


Secretary


President

CUMIS INSURANCE SOCIETY, INC.
CERTIFICATE OF INSURANCE

This is to certify that such insurance policies as indicated below by policy number have been issued on forms in current use by the Society. Hazards covered are indicated by (X). This CERTIFICATE OF INSURANCE neither affirmatively nor negatively amends, extends, or alters the coverage afforded by these policies. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Name and Address of Certificate Holder

Attn: Mario A. Cifuentes, II
City of Hanford
900 S. Douty Street
Hanford CA 93230

Type of Insurance	Policy Number	Expiration Date	Limits of Liability
WORKERS' COMPENSATION EMPLOYERS' LIABILITY			Statutory
COMPREHENSIVE GENERAL LIABILITY (X) OCCURRENCE (X) Policy Aggregate Limit	305209	01/26/2024	\$300,000 Each Occurrence \$900,000 Policy Aggregate
AUTOMOBILE LIABILITY (X) Owned Automobiles () Hired Automobiles () Non-Owned Automobiles () Repossessed Automobiles	305210	01/26/2024	Combined Single Limit \$300,000 Each Occurrence
EXCESS LIABILITY (X) OCCURRENCE (X) Policy Aggregate Limit	305209	01/26/2024	\$10,000,000 Each Occurrence \$30,000,000 Policy Aggregate

Should any of the described policies be cancelled before the expiration date noted, the Society will mail 45 days prior written notice of such cancellation to the above named Certificate Holder. The mailing of the notice shall be sufficient proof of notice.

Description and location of operations and/or automobiles and/or property covered:

Valley Strong Credit Union's proof of insurance for parking lot easement at 216 W 8th St, Hanford, CA 93230
Please refer to CUPOP 61 03 for Additional Insured endorsement.

Name and Address of insured:

VALLEY STRONG CREDIT UNION
PO Box 9506
Bakersfield CA 93389 9506

Date: 09/29/2023

By:



AUTHORIZED REPRESENTATIVE

Important Notice

This is your current Certificate of Insurance. This replaces any previously issued Certificate of Insurance that may have been issued to you. The General Liability and Excess Liability coverages may contain both a Per Occurrence and General Aggregate limit. Refer to the Certificate of Insurance for specific coverage, limit and deductible information.

Questions Regarding This Certificate

If you have questions regarding this Certificate, please contact our Customer Response Center at 1-800-637-2676.

**ADDITIONAL INSURED ENDORSEMENT
PREMISES YOU LEASE
PROPERTY AND BUSINESS LIABILITY POLICY**

Various provisions in this Policy restrict Coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered. The Common Policy Provisions apply to this endorsement. This endorsement modifies the Business Liability Coverage.

Designation of Premises (Part You Lease):

216 W 8th St
Hanford CA 93230 4532

Name of Person or Organization (Additional Insured):

Grantor and its officers, officials, employees, and agents
900 S. Douty Street
Hanford CA 93230

WHO IS AN INSURED

Who Is An Insured

The following is added to the Who Is An Insured provision in the Business Liability Coverage:

The person or organization shown on this endorsement is also an insured, but only with respect to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the ownership, maintenance or use of that part of the premises designated on this endorsement, leased to you, and subject to the following Additional Exclusions:

The insurance does not apply:

1. To any "occurrence" which takes place after you cease to be a tenant in said premises; or
2. To structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated above.

However;

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**ADDITIONAL INSURED ENDORSEMENT
PREMISES YOU LEASE
PROPERTY AND BUSINESS LIABILITY POLICY
ADDITIONAL CONDITION**

Limit Of Insurance

With respect to the insurance afforded to the additional insured, the following is added to the Limit Of Insurance Additional Condition in the Business Liability Coverage:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits Of Insurance shown on the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown on the Declarations.



1832 Schuetz Road
St Louis, MO 63146-3540
Telephone (888) 995-5300
(314) 995-5300
Fax (314) 995-3897

CERTIFICATE OF INSURANCE AND CERTIFICATE OF INSURED MEMBER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY LISTED BELOW.

A. THE CERTIFICATE HOLDER: Name: City of Hanford
Address: 900 S. Douty, Hanford, CA 93230

B. CERTIFICATE OF INSURANCE:

This is to certify that the policy of insurance listed below has been issued to the insured association, trust or fund named below and is in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Should any of the policy described herein be canceled before expiration date thereof the CORPORATION will endeavor to mail sixty (60) days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the CORPORATION.

INSURED ASSOCIATION TRUST OR FUND:	CREDIT UNION SELF-INSURED GROUP OF CALIFORNIA, INC
POLICY NUMBER:	SP 4067661
TYPE OF INSURANCE:	Specific Excess Workers' Compensation and Employers' Liability Insurance
LOCATION(S):	CALIFORNIA
POLICY LIABILITY PERIOD:	January 01, 2023 through January 01, 2024
POLICY PAYROLL REPORTING PERIOD:	January 01, 2023 through January 01, 2024

Self-Insured Retention Per Occurrence	\$ 500,000
Maximum Limit of Indemnity Per Occurrence	Statutory
Employers' Liability Maximum Limit of Indemnity Per Occurrence	\$ 1,000,000

C. CERTIFICATE OF INSURED MEMBER:

Further, this is to certify that the insured member named below is a member of the insured association, trust or fund and, as such, may derive benefit from the insurance policy listed above to the extent determined by the insured association, trust or fund.

Insured Member: Name: Valley Strong Credit Union
Address: 216 W 8th St., Hanford, CA 93230
Effective Date: 1/1/2023 - 1/1/2024

SAFETY NATIONAL CASUALTY CORPORATION

By: Gus E. Aivaliotis
Chief Underwriting Officer
Date: February 28, 2023

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF
EASEMENT**

<u>DOCUMENTARY TRANSFER TAX \$ NONE</u> <u>VALUE AND CONSIDERATION LESS THAN \$100.00)</u>		DISTRICT San Joaquin Valley	SERVICE ORDER TD2096376	SERIAL NO.	MAP SIZE
SCE Company		GVM KA-6223-C4	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 012-022-011	VEGETATION & LAND MANAGEMENT	SLS/DN	09/19/2023

CITY OF HANFORD, a Municipal Corporation (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Kings, State of California, described as follows:

THE NORTHERLY 80.00 FEET OF THE WESTERLY 7.00 FEET OF LOT 10, IN BLOCK 154, MAP OF THE TOWN OF HANFORD, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 35 OF MAPS, TULARE COUNTY RECORDS.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this ____ day of _____, 20____.

GRANTOR

CITY OF HANFORD,
a Municipal Corporation

Signature

Print Name

Title

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

State of California)

County of _____)

On _____ before me, _____, a 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.

Signature _____ (Seal)

EXECUTED this ____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

Signature

Print Name

Title

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

State of California)

County of _____)

On _____ before me, _____, a 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.

Signature _____ (Seal)



AGENDA STAFF REPORT

MEETING DATE: 10/17/2023

AGENDA SECTION: GENERAL BUSINESS

SUBJECT:

Award of a contract with Melton Design Group for the professional architectural and engineering design services for Heroes Park, in the amount of \$1,044,840, and authorization for the City Manager to execute the professional services agreement.

RECOMMENDATION:

Recommendation: That the City Council, by motion, Award a contract to Melton Design Group for the professional architectural and engineering design services for Heroes Park in the amount of \$1,044,840 and authorize the City Manager to execute the professional services agreement

BACKGROUND:

On September 19, 2021, the City of Hanford was awarded \$8.5 Million for the Statewide Park and Development Community Revitalization Program, funded by Proposition 68 from the California State Department of Parks and Recreation for the acquisition and development of Heroes Park. Following a lengthy land acquisition process, the City closed escrow on a 40-acre parcel on June 15, 2023, located on Grangeville Blvd and the future 9th Avenue.

The City released a Request for Proposals (RFP) through the online procurement system, BidNet (see attached RFP). The RFP remained open for eight weeks. Six written proposals were submitted from the following design firms:

- Klassen Corporation
- Hargrove and Associates
- Melton Design Group
- SAFEbuilt
- RRM Design Group
- O'Dell Engineering

Proposal Evaluation Criteria

The proposal evaluation criteria consisted of a two-stage process. The first evaluation consisted in the rating of the written proposals, with the second step being an oral interview. The rating categories and maximum points are detailed in the table below and included within the RFP:

WRITTEN EVALUATION CRITERIA	MAXIMUM POINTS
Proposal Thoroughness and Understanding	20
Qualifications, Staff Expertise, and Overall Experience	20
Project Time Schedule	15
References and Availability	10
Financial Management Accounting System	5
SUBTOTAL PROPOSAL	70
ORAL INTERVIEW CRITERIA	MAXIMUM POINTS
Q&A: Response to the panel's questions	20
Presentation by team: Project understanding, identified critical issues, shows innovation, solution-driven; ability to communicate effectively	10
SUBTOTAL ORAL INTERVIEW	30
TOTAL	100

A five-person proposal review panel consisting of three City staff, a third-party Engineer, and a Parks and Recreation Director from a neighboring city scored and ranked the written proposals.

Organization	Rater	1	2	3	4	5	Total	Rank
RRM Design Group		64	60	68	70	48	310	1
SafeBuilt		64	65	69	70	40	308	2
Melton Design Group		60	61	59	70	48	298	3
O'Dell Engineering		61	62	54	70	40	287	4
Klassen Corporation		59	59	59	60	39	276	5
Hargrove		54	51	60	55	34	254	6
Total		362	358	369	395	249	1733	

The top three design firms were invited to present their proposals and answer interview questions in person or remotely via Zoom. Twenty minutes were allocated for their presentation and forty minutes for questions. The scoring and ranking of proposals are detailed in the table below:

	Written				Oral	TOTAL	Rank
Organization	Score	Rater 1	Rater 2	Rater 3	Score	POINTS	
RRM Design Group	310	21	19	22	62	372	3
Safebuilt	308	22	20	24	66	374	2
Melton Design Group	298	27	26	26	79	377	1

Based on the scoring totals, the Melton Design Group (MDG) was selected as the firm best-qualified and best-suited to design Heroes Park.

MDG is a Chico-based firm formed by Greg Melton 13 years ago. They currently employ 17 design and office staff, specializing in landscape architecture. Their team consists of a group of sub-consultants and vendors with experience within the region and are experienced at creating one-of-a-kind destination parks.

Melton Design Group Sub-Consultants

- Urban Tree Foundation - Based in Visalia with 20+ years of experience in landscape architecture and urban forestry.
- 4 Creeks, Inc. - Located in Hanford with extensive experience in Civil and traffic engineering and land surveying.
- Spohn Ranch - Professional skate park designers and builders
- Chris Slater Consulting - Mechanical and electrical engineering
- Streamline Engineering - Structural engineering

Vendors

- Cedar Forest Products - Manufacturer of pre-fabricated concrete, wood, and steel shelters.
- Hunter Industries - Landscape irrigation and outdoor lighting manufacturer
- Landscape Structures - Commercial playground equipment manufacturer
- Rainforest Art Project - Custom glass and mosaic art installation
- Musco Lighting - Professional sports lighting company specializing in sports, transportation, and infrastructure lighting.

For a detailed description of MDG's scope of work, project schedule, and statement of qualifications, please see their attached written proposal.

FISCAL IMPACT:

The funding for the design services for Heroes Park was appropriated by the Council in May 2022 in the amount of \$10,291,208, which includes \$8.5 Million from the Proposition 68 grant award and \$1,791,208 from the Park Impact Fee Fund.

ATTACHMENTS:

1. MDG Proposal for Heroes Park Design 6.30.23
2. Hanford_Melton Professional Services Agreement_Signed MDG
3. 2023-09-13 - MDG-Hanford_Heroes Park Agreement



MELTON DESIGN GROUP, Inc.

Proposal For:

ARCHITECTURAL DESIGN SERVICES: HEROES PARK

TO: City of Hanford

DUE DATE: June 30, 2023

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1. **COVER LETTER**
 - **Who We Are**
2. **PROJECT UNDERSTANDING and APPROACH**

3. **SCOPE OF WORK**

4. **PROJECT SCHEDULE**

5. **PROJECT CUTSHEETS**

6. **TEAM ORGANIZATIONAL CHART**

7. **RESUMES**

8. **STATEMENT OF QUALIFICATIONS**
 - **Our Past Supports Your Future**

9. **CONFLICT OF INTEREST STATEMENT**

10. **REFERENCES**

11. **APPENDIX: REQUIRED FORMS**

COST PROPOSAL (*submitted separately*)



June 30, 2023

Attn: City of Hanford,
Parks and Community Services Department
c/o Brad Albert, Parks and Community Services
Director
321 N. Douty Street, Suite B
Hanford, CA 93230

Re: Architectural Design Services:
Heroes Park, Proposal No. 2023-14



Custom Egret Play Structure at Da' Yas Park, Eureka, CA

For your consideration,

Melton Design Group, Inc. (MDG) is excited for the opportunity to work with you to provide Professional Landscape Architect Services for your community. We are a team of exceptional professionals specializing in landscape architecture, park design, irrigation design and recreation planning. Parks are our PASSION; we have designed over 100 parks in California!

For your project, we have gathered sub-consultants and product vendors that have experience in your community and are experienced in creating a one-of-a-kind destination park. The following proposal outlines how we plan on taking your beautiful plot of farmland and developing it into a thriving destination recreation space that will be a huge attraction and destination in the region.

We believe in the following:

- ❖ **WE CARE.** Every project is a passion project. We seek out partners who care deeply about their communities.
- ❖ **WE LISTEN.** Every project begins by getting to know the stakeholders as well as we can. We work closely with you to develop clarity and consensus among the diverse users and decision-makers.
- ❖ **WE ADAPT.** We see design as the intersection of people, purpose and place. Every project is tailored to its unique conditions. Our hope is to help you shape something that feels perfectly tuned to its settings and circumstances.

This proposal highlights our ability to perform the necessary tasks and services to achieve all your objectives. We believe that our experience in both the public and private sectors will make Team MDG a great asset to you, your project and your community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gregory Melton".

Gregory Melton - RLA 4217
(530) 899-1616 / Greg@meltondg.com



820 BROADWAY ST CHICO CA 95928 – 530.899.1616
1930 G ST SACRAMENTO CA 95811 – 916.754.2153
MELTONGROUP.COM

Who We Are

COMPANY PROFILE



Melton Design Group, Inc. (MDG) is a Chico-based firm formed by Greg Melton 13 years ago and is now the premier design firm in Northern California. The Design Group staff has worked closely with communities throughout Northern California over the past 35 years and continues the tradition of providing Clients with the highest quality of licensed landscape architectural services. We currently have a design and office staff of 17 dedicated individuals ready to apply their skills to your project.

WHY WE ARE QUALIFIED

We are qualified for your project because the MDG Team has worked together successfully on projects; we complement each other and bring many years of experience working as a team. We have a clear understanding of your needs and how to turn your park into an attractive, functional, low-maintenance park that serves your community. We are committed to pushing the design envelope, so your park is the best, most used and remembered for years to come. The MDG Team will complete and finalize your design within budget. We create precise plans, specs and bid documents to successfully award to a contractor and we administer the construction of your project, providing full project management services.

We can handle your project from start to finish!

WE EXCEL AT...

- ❖ Visioning & Communication
- ❖ Unique, Locally Focused Design
- ❖ Community Outreach
- ❖ Stakeholder Understanding
- ❖ Operation & Maintenance
- ❖ Full Designs & Plan Check Review
- ❖ Sustainable Design Techniques
- ❖ Design Guidelines & Standards
- ❖ Construction Plans & Details



*Butte County Administration Center 2018 ASCE
Outstanding Urban or Land Development Plan of the Year*



*Chico City Plaza
2009 CRA Excellence in Public Spaces*

FEATURED AWARDS

MDG has been recognized by public and professional agencies for a wide range of projects and community outreach.

2021 California Parks and Recreation Society (CPRS)
Design Excellence Park Planning

2018 American Society of Civil Engineers Sacramento Chapter
Outstanding Urban or Land Development Plan of the Year

2014 American Society of Landscape Architects
Sierra Chapter Honor and Merit Awards
Parks/Open Space and Rehabilitation/Mitigation

2009 California Redevelopment Association
Award of Excellence in Public Spaces

2007, 2008 and 2009 American Society of Irrigation Consultants
National Excellence in Irrigation Honor Award

2007 Chico Economic Planning Corporation
Community Vitality Award

2005 California Parks & Recreation Society
Award for Facility Design and Park Planning



820 BROADWAY ST CHICO CA 95928 – 530.899.1616
1930 G ST SACRAMENTO CA 95811 – 916.754.2153
MELTONDG.COM

MDG brings a consortium of thinkers and makers to serve you. The TEAM integrates the minds that take design, development, operations and maintenance to new levels. Our experts are committed to quality and efficient services with the support of our professional staff members to complete our consultant team. The following is a list of services provided by MDG and our subconsultant team.

SERVICES PROVIDED BY MDG

Melton Design Group provides client services throughout the life of a project, and we are proficient in developing clean sets of documents that are easy to permit and build. Shown here is the list of services we provide in addition to the complete project management and direct communication between all consultants, Client Staff and Stakeholders. MDG uses both direct person-to-person meetings for primary, critical design sessions and presentations and virtual communication for coordination and file sharing. Other services include, but are not limited to:

- ❖ Site Analysis and Understanding
- ❖ Facilitation of Public Workshops
- ❖ Site Master Planning and Visioning
- ❖ Project Branding and Park Identity
- ❖ Research and Investigation
- ❖ Photo Simulations
- ❖ Interpretive Design and Signage
- ❖ CEQA / EIR Coordination
- ❖ Cost Estimates and Analyses
- ❖ Public Agency Presentations
- ❖ Construction Drawings, Details and Specification
- ❖ Contract Documents and Bid Documents
- ❖ Storm Water Pollution Prevention Plans
- ❖ 3D Modeling and Animation
- ❖ Construction Observation and Administration
- ❖ LEED and SITES Certification
- ❖ Construction Standards and Building Codes
- ❖ Maintenance Manuals and Guidelines

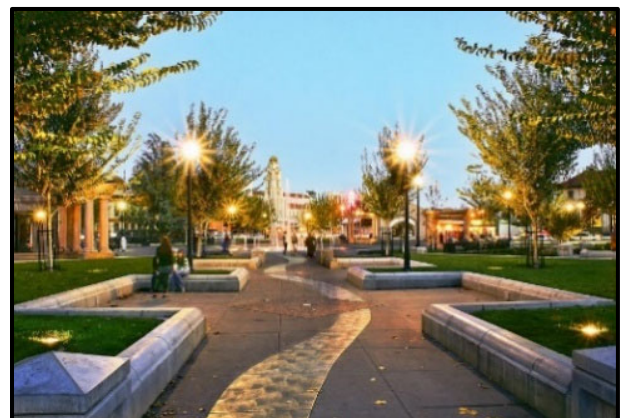
SERVICES PROVIDED BY MDG'S POOL OF SUB-CONSULTANTS

In addition to the primary management and landscape architect services, the TEAM provides the following services depending on the project scope of work. We work together to engage the community, to work with agencies and to create a complete project. Sub-consultant services include:

- ❖ Surveying, Civil Engineering, Geotechnical Services
- ❖ Electrical Engineering
- ❖ Structural Engineering
- ❖ Architectural Design Services
- ❖ Wayfinding and Interpretive Design



*Verbena Fields Habitat Restoration
2009 ASIC National Excellence in Irrigation
2014 ASLA Open Space and Rehabilitation*



River patterns of concrete represent local rivers and lead to a benchmark location on a glass aggregate globe pattern at the central park fountain.

We Can Handle Your Project

PROJECT UNDERSTANDING and APPROACH

The following approach and vision will address how Melton Design Group and our Team of Engineers will serve you and complete your project above expectation!

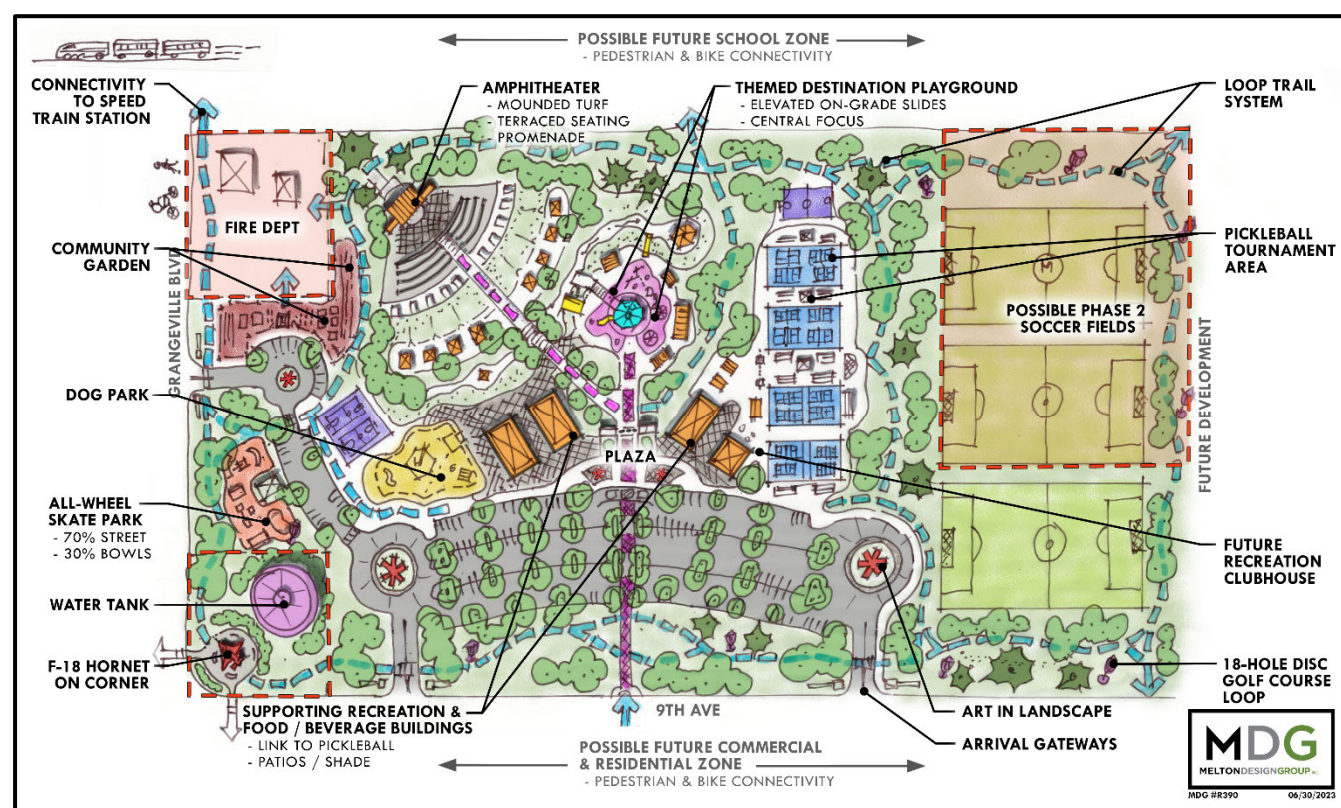
Our design approach and process will develop a park that creates identity for the community and neighborhood. We create multi-use, multi-age and multi-ability facilities to be enjoyed by all. The MDG Team provides you with a qualified group of Landscape Architects, Engineers and Design Professionals. To develop your project, we will use our years of experience and understanding of the design process. We will work with your Staff, Stakeholders and Community following the program and guidelines created for the project during initial coordination and engagement.



Popular Slides at a San Francisco Park

CONCEPTUAL IDEAS and OPPORTUNITIES

As a part of our proposal process and our excitement to design your project, we want to provide you with some of our unique design ideas. Our goal at the start of any project is to encourage brainstorming, questions and conversations. Our hope is that these early suggestions spark the imagination about the range of possibilities your site offers. We look forward to working closely with you, the community and the stakeholders so we can understand the project in even more depth to create a place that is both cost-effective and inspiring. The below sketch on the following page identifies design opportunities and proposed locations.



PRIMARY ELEMENTS FOR HEROES PARK

1. **OUTDOOR AMPHITHEATER** – This proposed amphitheater will be designed to house 3,000 – 5,000 people in the audience and have two digital panels on each side of the stage allowing for clear views from all angles.

- Terraced bench seating and mounded grass hills with picnic tables provide an elevated view of the amphitheater stage.
- The grass hills will be built with on-grade slides leading to the play area for climbing and sliding.
- Two pre-fabricated restroom facilities will be located near the amphitheater for easy use.



*Grand opening of 4,000 person amphitheater
Anderson River Park, June 2023*

2. **DESTINATION PLAYGROUNDS FOR ALL AGES** – When creating destination playgrounds, we focus on creating designs with relevant local themes. In this case, the park and the play areas will honor and celebrate the heroes of the Hanford community. We will meet with the community to identify this theme, then fine tune the design to be meaningful, fun and memorable.

- The playgrounds will include many elements of play, including slides, climbing structures, swings, rope courses and natural play. Our goal is to make all elements of this park accessible for everyone of all ages and abilities.
- Lead times on materials and equipment are long. A pre-purchase agreement with vendors through Sourcewell, or other third-party purchasing groups, can allow us to save on product cost while also ensuring timely delivery.

3. **TOURNAMENT-READY PICKLEBALL COMPLEX** – We’ve designed a pickleball complex for daily recreation and tournament use. Included are 16 full-size lighted pickleball courts, along with multiple bleachers and benches for spectators to watch and cheer on the players.

4. **ALL-WHEEL SKATE PARK** – We want to make sure this new skate park is inclusive to people of all abilities, so we’ve designed it to be accessible for skateboard, scooter, rollerblade and wheelchair users. The design will be 70% street and 30% bowl, including multiple obstacles and an adjacent parking lot for accessible parking.

5. **DISC GOLF COURSE** – Around the perimeter of the park, we’ve proposed adding an 18-hole disc golf course. The course will take you from the park arrival gateways, around the multi-use natural turf fields and will end near the pickleball complex.

6. **PICNIC and SHADE AREAS** – There will be shaded picnic areas throughout the park, including the elevated terraces above the play and amphitheater and on the flatter parts of the site. These structures can be prefabricated to provide a more cost-effective installation process. These structures will have consistent theming with the rest of the park and will cover the key play areas until the trees mature.

7. **FOOD CONCESSIONS IN GAME AREA** – Providing food concessions adjacent to the game area will play a main role in attracting users to the tournament and event facilities, while bringing income to the park. This social space will allow private operators to rent the restaurant/concession spaces.

- Concrete game elements like cornhole and ping-pong will provide additional entertainment.
- Provide event rooms like banquet or reception rooms that have catering kitchen and space for medium to large groups that can be VIP for large concerts or used for weddings or parties.

8. FUTURE RECREATION CLUBHOUSE and EVENT ROOMS – If funded, recreation rooms can be constructed for community classes and local events. can be added to the construction design process as an additional service.

9. PUBLIC ART: BRANDING and MAKING A STATEMENT – After being at the site and seeing your tank at the cemetery and knowing that Grangeville is going to be a major connector into town, it makes sense to do something impactful at the arrival corner of the park.



Heroes Art Example to accent corner and brand the park at Grangeville blvd.

10. MAINTENANCE and OPERATION / 30-YEAR LIFE-CYCLE COST ANALYSIS – As a part of the design scope, we are always pushing to build a durable and maintenance-friendly park. We will be designing your park with long-term maintenance in mind and preparing your capital budget for long-term funding of that maintenance.

- Provide a 30-year capital budget spreadsheet anticipating future costs that will support your annual budget allocations for park maintenance and replacement.

11. URBAN FORESTS, GHG REDUCTION, WELLNESS TRAILS – This park will receive hundreds of new trees and shrubs to bring shade to new trails and a sense of nature and beauty to the park, especially along the trail. Evergreens will dominate the urban forest with large deciduous trees creating shade for the trails and for CO2 sequestration. Our open spaces and trees are some of the most important elements to increase our mental health and wellbeing.



The Path to Success

SCOPE OF WORK

The following is a refined list of what has been described in your proposal along with additional key elements that we could add to your project to enhance functionality and the overall appeal of the park.

This scope will guide us through this process in creating a special park.

Phase 1 – Primary Elements per the Grant and Outreach efforts performed by the City.

- ❖ Destination playground that attracts users of all ages and abilities
- ❖ A 16-court tournament-ready, lighted pickleball complex with spectator area
- ❖ A 3,000-5,000-capacity regional amphitheater
- ❖ A 1-mile-long perimeter-lighted multi-use path looping the complex
- ❖ Fitness stations
- ❖ One lighted all-wheel skate park that accommodates skateboards, bikes and scooters, primarily focusing on street skating with some bowl features.
- ❖ One dog park that is linked to the central part of the park
- ❖ Reflexology and meditation trail
- ❖ One community/learning garden adjacent to Fire Station
- ❖ One 18-hole disc golf course within the park open space
- ❖ Two outdoor basketball and volleyball courts that may support futsal or 5-a-side soccer.

Supporting Elements for the Project:

- ❖ Parking area to support small and large events
- ❖ Two park restrooms with storage for maintenance crews
- ❖ Public art installation visible to the community and representing the “Heroes” theme
- ❖ ROW and sizing enhancements to Grangeville Boulevard to support the future expansion, connection to the High-Speed Train Station and future mass transit and bike circulation
- ❖ Street parking, sidewalks, street widening and street lighting on three public streets
- ❖ Water and sewer extensions and connections

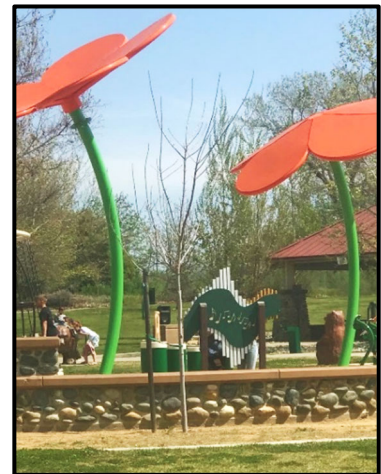
Phase 2 – Elements that will be a Master Planned but most likely not a part of Phase 1

- ❖ Multi-use fields/open space elements on the south end of the site as potential cost cutting area
- ❖ Recreation Building for indoor events and receptions
- ❖ Concessioned Food and Beverage buildings to support tournaments and special events

The following is an outline of our proposed Scope of Work to take your project from start to finish:

TASK 1 – PROJECT MANAGEMENT and PARK PROGRAM REFINEMENT

The project launch sets the tone for a successful project. The prime consultant brings the key players from each consultant and meets with the Client’s project manager and assisting staff. We intend to meet with the City two weeks after award to describe our approach in detail and then continue with monthly or bi-monthly meetings throughout the project depending upon urgency.



Playful Outdoor Music and Shade Poppies at Riverbend Park, Oroville, CA



On-grade Slide

- 1.1 Meet with the Client and Team to discuss the scope of work, design needs and specific desires for the project. Identify a key group of stakeholders to form a Project Development Team (PDT).
- 1.2 Create project design schedule and update throughout project for all design tasks.
- 1.3 Coordinate project and perform monthly meetings to assess project progress and enhance the Quality Assurance and Quality Control throughout project.
- 1.4 Engage with Client Staff to refine grant program to meet budget and to assess and prioritize the needs of the community within the budget. Engage other options for funding regarding the project.
- 1.5 Develop enhanced program of elements and prioritize Client's desires.
 - Review ideas and gain a complete understanding of the project.
 - Discuss all possible opportunities and study constraints directing the design.

Deliverables:

- Monthly Reports / Updated Schedule for the PDT
- Invoices at milestones for percent of completion
- Prioritized program identifying key elements within budget to identify phasing options

TASK 2 – SITE ANALYSIS, MASTER PLAN, COST DEVELOPMENT and PUBLIC OUTREACH

Team MDG works with the Client, and, if needed and time allows, the Community through Outreach Events, in a collaborative process to first identify their needs and wants. We then create a prioritized program that best represents these. This phase includes multiple alternative layouts and elements to provide an engaging design process.

- 2.1 Refine the Park Program from City Staff and ongoing community and costs input. We will provide outreach for specific elements of the park such as the Skate Park Element.
 - Research other playgrounds to avoid duplicating what's already around.
- 2.2 Site Visit and Analysis – Analyze site and surrounding area to confirm existing conditions.
 - Study all site elements using aerial view and site visit.
 - Study general grades to understand the elevation challenges.
 - Conduct research to confirm utilities and drainage on plans and onsite. (performed by 4Creeks)
 - MDG and 4Creeks will coordinate directly with the utility companies to gain information.
 - Identify all onsite elements that are to remain and to be removed.
 - Obtain all site conditions from sun, wind, views, neighbors, uses, etc.
- 2.3 Topographic Survey of key site areas.
 - Conduct a topographic field survey, 1' contour intervals. (performed by 4Creeks)
 - Identify all onsite elements that are to remain or to be removed.
 - Provide spot elevations.
- 2.4 Base Map – Use topography, aerial photos and site surveys to develop the Base Map.
- 2.5 Master Plan and Cost Estimate – Include design and cost alternatives and meet with Staff to review. MDG will provide the Team with all horizontal control designs for review and adjustments.
 - Incorporate all elements of proposed program into plan view schematic plan with descriptions and dimensions of all elements.
 - Provide alternative options for key areas that warrant study and/or give a new look.
 - Develop digital and hand-drawn 3D rendering of sites. Client review of key sites with VR.
 - Develop Cost Estimate. Breakout costs so alternatives can be swapped in for value engineering.
- 2.6 Community Engagement Workshop Meetings – The City has performed outreach during the grant phase of the project. MDG proposes to take that to the next level by providing meetings for specific elements such as the Skate Park and Destination Playground.

DELVE DEEPER WITH OUTREACH

Special parks reflect their community. A deeper dive into element details, like the skate park and destination play area, fuel unique designs.



HOW TO BEST GET INPUT ON DESIGN!

MDG loves to show up at a public event like a Brewfest or parade and **POP-UP** a tent, layout all the plans and gain spontaneous input from the public.

- Outreach Meeting #1 – Present overall concept plan options with site layouts and proposed elements to community. Confirm the relationships of each element.
 - Outreach Meeting #2 – Present specific details of proposed elements, focusing on an all-wheel skate park and the destination playground.
 - Review initial public feedback and revise plans as needed.
 - Outreach Meeting #3 – Present revised Master Plan based on outreach to the community to obtain any final community input.
- 2.7 Revise and update alternatives and present them to the City.
- Meet with Client and Team to review design for conformance and make recommendations regarding engineering, LID, utilities, drainage, etc.
 - Update sketches and 3D throughout Master Plan process.
- 2.8 Develop Preferred Alternative and Cost and present to PDT.
- Assess design and phasing options and reassess prioritized elements.
 - Client to provide additional direction and comment.
- 2.9 Revise Final Schematic Master Plan Design and Cost to present and gain approval from the City.
- Value engineer project while maintaining the character of the project.
 - Update final graphics for 3D, virtual reality flybys and plan view color.
- 2.10 Create a Master Plan booklet that summarizes the design process.

Deliverables:

- Prioritized Program for Public Outreach
- Schematic Designs with alternatives
- Final 11 x 17" Master Plan booklet (5 copies)
- Preliminary / Final Costs Estimate
- In-Person and Virtual Meetings as needed.
- Final Cost Analysis

TASK 3 – PLANS, SPECIFICATIONS and ESTIMATES: Refining Design

We will conduct more detailed studies of the preferred design incorporating all disciplines (civil, structural and electrical), altering the concepts using different best practices, models, details and methods, to evaluate and value engineer the project while performing QA/QC throughout the process. We will also complete multiple phases of submittals for review at 50%, 75%, 90% and 100% of completion.

- 3.1 Develop a digitized final site and landscape Master Plan and 3D rendering.
- 3.2 Present final plan to the City and gain approval to move on to 75%, 90%, 100% Construction Drawings.
- 3.3 DEMOLITION PLAN – Show location of all elements that require removal and offsite disposal.
- 3.4 GRADING PLAN – Show location and layout of all proposed grading, drainage and utilities.
- Identify areas requiring imported soil for better drainage and plant health.
 - Show new drainage patterns with slopes and compaction.
 - Identify all landscape mounds and earth shapes.
- 3.5 ELECTRICAL, LIGHTING and SOLAR LIGHTING PLAN – Lighting location and fixture type. Coordinate all electrical fixtures and play and security lighting in landscape with Electrical Engineer.
- 3.6 STRUCTURAL DETAILS and CALCULATIONS – Necessary structural calculations for footings for walls and entry monumentation.
- 3.7 CONSTRUCTION/LAYOUT PLAN – Show location of all proposed hardscape, play areas and lighting.
- Identify all paving locations, types, finish and detail reference.
 - Locate all existing conditions to remain including utilities.



- Identify all material types and installation details.
- 3.8 ARCHITECTURAL VISION and ELEVATIONS FOR STRUCTURES
 - Provide review of design for restrooms, amphitheater bandstand and any additional items like sign structure or other modifications.
 - Coordinate with prefabricated structures to ensure timely delivery.
- 3.9 IRRIGATION PLAN – Irrigation plan with complete water use information including all water use calculations for all planting areas.
 - Identify all irrigation water use zones (trees, shrubs and ground cover) along with mainline, new and existing valves, point of connection and meters.
 - Show legends and identify all elements of irrigation.

WATER USE CALCULATIONS, SCHEDULING and GUIDELINES

 - Provide water use calculations identifying maximum applied water allowance and water use.
 - Develop water use schedule with seasonal adjustments along with estimated water use calcs.
- 3.10 PLANTING PLAN – Identify all proposed plant species, water use, size and type.
 - Use drought-tolerant, low-maintenance adaptive plants and California natives where possible.
 - Provide all surface material, gravel, boulders, etc.
- 3.11 DETAIL SHEETS – Construction details of all proposed elements.
- 3.12 SPECIFICATIONS – Book form to describe required materials, workmanship and grading, planting and irrigation techniques. Including requirements for contractor-supplied as-built drawings.
- 3.13 COST ESTIMATE – Calculations and detailed Cost Estimate to verify budget and bid documents.
 - Cost will be formatted to have estimate with several additional line items for alternate items.
- 3.14 SUBMITTALS – Sets of development plans for the Client; revise construction documents, as required, for approval.
 - Submittal of construction drawings to Client will occur at 75%, 90% and 100%.
 - Submittal of Schedule A Bid Form and Schedule B for itemized elements.
 - If requested, incorporate specifications and bid form into the Client's boiler plate and general conditions to form a complete bid package.

Deliverables:

- Meetings with Staff for Review and Comments
- Construction Plans, Specifications and Details:
 - ◆ 1st Submittal – plans 50% complete, spec outline
 - ◆ 2nd Submittal – plans 75% complete, full spec review
 - ◆ 3rd Submittal – plans 90% complete, full spec review
 - ◆ Final Submittal – plans 100% complete, final spec review
 - ◆ Permits Plats, as built drawings.
- MDG Construction Drawings with all sub-consultant plans integrated
- Revised Cost Estimate
- City Plan Review

TASK 4 – BID ADMINISTRATION and CONTRACT DOCUMENTS

Coordinate bid schedule with Client Staff and throughout the bid process. It's important that Team MDG be available to walk the site with bidders, refer to RFIs and provide any additional information they need for bidding.

- 4.1 Bid Form development and refinement. Distribution of information to contractors by City.
- 4.2 Pre-Bid Meeting and Site Walk / RFIs / Addenda, if needed.
- 4.3 Bid Review by City and MDG. Award of contract by City.

Deliverables:

- RFIs and Addenda as needed



- Contract Documents

ADDITIONAL SERVICES AVAILABLE UPON REQUEST

TASK 5 – CONSTRUCTION ADMINISTRATION SUPPORT – Team MDG includes local engineers and designers located in downtown Hanford that can be onsite within minutes of notification.

Construction Administration is crucial to completing the project. The City and MDG can cooperate in project management and inspections throughout the construction process. There are key parts of the project that the design consultant needs to review and see. We are happy to work on a T&M basis. This is not currently part of the fee proposal. **Cost: TBD after scope is determined**

- 5.1 MEETINGS – Pre-Construction and regular Progress Meetings.
- 5.2 SUBMITTAL REVIEWS – Team MDG will review and accept or deny required contractor submittals, cutsheets and samples for all disciplines; answer any RFIs.
- 5.3 SCHEDULED SITE VISITS – We feel confident that with Kyle McDonald from 4Creeks and Greg Mendonsa from Urban Tree Foundation we have ample local support to help with the administration of construction, and Greg of MDG will be on site as needed for all detailed design issues. Team MDG will participate in the following inspections: (approx. 14-20)
 - Grading, Utilities, Hardscape layout, Skate Park, Lighting, Irrigation, Planting, etc.
 - All inspections are important, but some key ones are:
 - ~ Soil preparation and grading inspections for all planting.
 - ~ Finishes and color confirmation of materials.
 - ~ Skate Park and all concrete layouts and detail finishes.
 - Pre-maintenance period observation and punchlist to confirm completion.
 - Final walk through/post-maintenance period punchlist.
- 5.4 Final walk and sign off on project.
- 5.5 Certificate of Completion for Construction.
- 5.6 As-Built Record Drawings.

Deliverables:

- RFIs, Submittal Acceptance, Inspections throughout construction
- Preliminary and Final Design Checklist
- As-Built Drawings – Certificate of Completion

GEOTECHNICAL and ORNAMENTAL SOILS REPORTS

MDG will have a local Geologist available to perform geotechnical boring and testing to ensure the project is based on accurate information. This is not currently part of the fee proposal. **\$8,500**

CASp CERTIFIED REPORTING

MDG has a CASp-Certified consultant available as the project requires. This is not currently part of the fee proposal. **Cost: TBD if needed**



Heroes Park

Project Timeline

TASK DESCRIPTION		PLAN START	2023					2024												2025												
			Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Task 1 Project Management and Park Program Refinement																																
a) Kickoff Meeting - Coordinate w/ Client, staff and CAC																																
b) Create Project Schedule																																
c) Coordination and Manage Project throughout Process, Quality Control																																
d) Refine Grant Program and Assess Needs of Community with City Staff																																
e) Develop Program of Elements																																
Task 2 Site Analysis, Master Plan and Cost Development and Public Outreach																																
a) Refine Park Program from City input																																
b) Site Visit and Analysis																																
c) Topographic Survey of Key Site Areas																																
d) Create Base Map Using Existing Plans, Aerial Photos and Site Surveys																																
e) Create Master Plan with Design and Cost Alternatives and 3D Renderings																																
f) Community Engagement Workshop Meetings																																
g) Revise and Update Alternatives and Present to City																																
h) Develop Preferred Alternative and Cost and Present to PDT																																
i) Revise Final Schematic Master Plan Design and Cost and Gain City Approval																																
j) Create Master Plan Booklet Summarizing the Design Process																																
Task 3 Plans, Specifications and Estimates: Refining Design																																
a) Develop Digitized Final Site and Landscape Master Plan with 3D Rendering																																
b) Present Final Plan to City and Gain approval to Move On to 75%, 90% and 100% Construction Drawings																																
c) Create Specification Plans: Demolition, Grading, Electrical, Structural, Construction, Architectural, Elevation, Irrigation, Planting, Details, Specifications, Cost Estimate, Submittals																																
d) Include Specifications for As-Built Drawings																																
e) Provide Cost Estimate																																
f) Create Sets of Development Plans for Submittal, including Construction Documents																																
Task 4 Bid Administration and Contract Documents																																
a) Bid Form Development and Refinement																																
b) Pre-Bid Meeting and Site Walk / RFIs / Addenda																																
c) Bid Review by City and MDG. Award of Contract by City																																
Task 5 Construction																																
a) Construction and Construction Administration																																

CUSTOM HIGHLIGHTS COMMUNITY!

Da' Yas Park

Eureka, California

Dates: April 2021 – current

Design Fee: \$353,000

Project Cost: \$5.8 million

Contact:

Donna Wood, Community Services Director,
City of Eureka

(707) 441-4241, DWood@ci.eureka.ca.gov

Relevant Staff Roles:

Greg Melton, Principal

Patrick Farrar, Project Manager

Ryan Riedlinger, Landscape Designer

Project Summary:

1. Natural themed design based on the region's cultural and physical geography.
2. A unique park identity and experience for all users constructed by Landscape Structures, Inc.
 - Egret-themed play structure
 - Passive and active fitness.
 - Themed art and educational experience throughout park.
3. Coordination with local tribes, artists and stakeholders.
4. Uniting the existing baseball field re-design with the new park, creating a cohesive, connected experience.
5. Stormwater management, education and incorporation into the park design.
6. Water conscious plant selection establishes native and culturally important plants.
7. New street corners designed for safety.

Site Elements:

- Contoured Grass-Free Play
- Multi-Use Game Area
- Nature Play Parkour
- Fitness Area
- 1/2 mile of accessible Walking Path
- Updated Baseball Field and Amenities
- Concession/Restroom Building with Living Roof
- Neighborhood Connectivity at four park entries
- New and Improved Parking With EV Charging Stations

From hand-drawn sketch to manufacturing



PICKLEBALL IS ALL THE RAGE!

Westacre Park

West Sacramento, California

Client: City of West Sacramento

Project Summary: In June 2022, Melton Design Group, Inc. began work with the City of West Sacramento to create a Master Plan and Construction Drawings for the renovation of Westacre Park. Through community workshops, public outreach and engaging meetings with park staff, we were able to clarify the needs of the City to evaluate park features and layout. We found that the West Sacramento area is in desperate need of more Pickleball courts, so our Master Plan included the following for both daily recreation and tournaments:

- Four new pickleball courts for community use.
- Two multi-use courts, including pickleball and futsal.
- Fencing around all courts.
- New landscape, including shade trees.
- Block wall for practice and noise reduction.
- Custom school bus play structure symbolizing the property originally being used for school bus storage.



Pickleball Courts with Shade Trees and Practice Wall at Westacre Park



The "Flying Bus" Custom Adventure Play Structure and Climbing Wall at Westacre Park

Hewitt Park

Oroville, California

Client: City of Oroville

Project Summary: Hewitt Park has been underutilized for far too long and over the past two years, MDG met with many Oroville locals to gather ideas on how to revitalize this space. It became clear to us that pickleball is a very important activity for the public and should be a big part of the park.

- Eight spacious pickleball courts with colored concrete for an enhanced playing experience
- Spacious courts to accommodate all abilities.
- On-demand sports lighting that can be turned on by players until 9 pm for continued play after sunset.
- Shaded bleachers for spectators to watch games and tournaments.
- Fencing with pickleball and railroad elements providing consistent theming throughout the park, which has two decommissioned locomotives.



Pickleball Courts with Shaded Bleachers at Hewitt Park

ACTIVATING THE RIVER!

West River Street Park and Restoration Riverfront Development and Access

Truckee, California

Start Date: 2019 – Current

Contact Person:

Hilary Hobbs – Town of Truckee

10183 Truckee Airport Road,

Truckee, CA 96161

HHobbs@townoftruckee.com

(530) 582-2914

Project Cost: \$4.5 million (Phase 1, 2 & 3)

Design Fees: \$450,000

Relevant Staff Roles:

Greg Melton, Principal

Patrick Farrar, Project Manager

Sarah Crossley, Designer & 3D Graphics

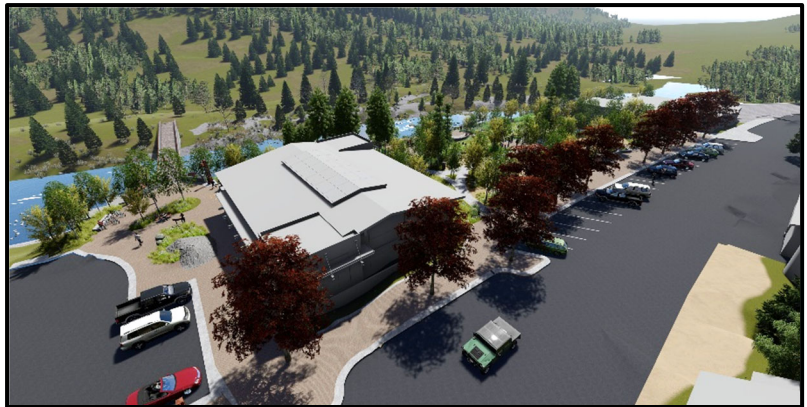
Project Summary: The project is a 1.4-acre planned park and riparian edge restoration project on West River Street in downtown Truckee.

The project goals included the following:

- Provide a passive park with public river access
- Restoration of riparian edge with native plantings
- Education and interpretative panels
- Public open, social space
- Riverfront access and activated riverfront play
- Multi-Use Site
 - Park Facility
 - River-oriented Commercial
 - River Access
 - Stormwater Treatment Connectivity
 - Expansion of Downtown
 - To Legacy Trail bridge and trail
 - To Downtown Core and to natural open space and river
- Greenhouse Benefits – air, habitat and water quality
- Catalyst for riverfront development
- For more information, please visit <https://www.townoftruckee.com/government/town-manager/economic-development/west-river-site-project>



Sundial and Interpretive Panels at River Overlook along with Complete Bank and Edge Restoration



Retail Spaces (built by other) Available for Lease by Local Vendors



60 foot On-Grade Slide



Large Climbing Boulder



820 BROADWAY ST CHICO CA 95928 – 530.899.1616
1930 G ST SACRAMENTO CA 95811 – 916.754.2153
MELTONDG.COM

CELEBRATING ART and MUSIC!

68

Radio Park Master Plan for Prop 68 and Construction Documents

Fresno, California

Dates: 2019 – Current

Design Fee: \$529,000

Project Cost: \$5,942,000

Contact: Kristina Chamberlin, City of Fresno,
(559) 621-2900 /

Kristina.Chamberlin@fresno.gov

Relevant Staff Roles:

Greg Melton, Principal

Daniel Louder, Project Manager

Aubrey Hendricks, Landscape Designer

Annaliese Kuhn, Drafting / Technician

Project Summary: In 2019, Melton Design Group, Inc. began working with the City of Fresno to create a Master Plan for Radio Park and create a competitive Proposition 68 grant application. Through community workshops and public outreach, we were able to clarify the needs of the local community and evaluate park features and layout. MDG is currently working in the DD phase of the process and will wrap up the project in 2023. The process was tailored to meet as many of the Proposition 68 grant requirements as possible and focused primarily on coordination with the City's Departments and the following elements:

- ❖ Created impactful gathering areas and provided play, education and socialization for all ages with inclusive design.
- ❖ Provided a sustainable design including water conservation, turf reduction and carbon sequestration with tree planting and the use of bio-carbon in the soil. (LEED Certification and SITES Initiative)
- ❖ Aided in the CCNR Grant Program (funded by Prop 68) and Prop 84 Grant Program processes.

Coordination with the City Staff and Departments:

- ❖ PARCS Recreation and Facilities Department
- ❖ Department of Public Works
- ❖ Information Systems Department
- ❖ Tree Fresno – Tree Selection

Unique design elements of the park:

- ❖ Radio-themed spray ground features
- ❖ Covered amphitheater
- ❖ Art walk and murals by local artists and Fresno State University
- ❖ Inclusive play elements



Radio-Themed Spray Element to match the Park



Inclusive wheelchair teacup spinner



Spray design with bolts of lightning in the Pour-In-Place Rubber

RIVERFRONT RECLAIMED AFTER FLOOD!

Riverbend Park Post-Disaster Renovation

Oroville, California

Project Timeline: 2006- 2021

Contact: Deborah Peltzer,
Feather River Recreation and Park District
(530) 533-2011 / Deb@frrpd.com

Relevant Staff Roles:

Greg Melton – Lead Designer

Paige Gimbal – Project Manager

Control of Cost and Schedule:

Project Development Costs:

Phase 1:	Actual Cost	\$5,790,096	Design Costs:
	Est. Cost	\$5,540,000	\$249,201
Phase 2:	Actual Cost	\$1,363,038	\$245,000
	Est. Cost	\$1,340,000	\$168,433
			\$168,000

Project Type: Riverfront Park Renovation

- Post-Disaster Recovery and Clean Up
- Managed CAPRI insurance, FWS and FEMA claims
- Worked with DWR, CCC and the Spillway Contractors to help clean up the site.

Riverbend Park: A 120-acre Park in Oroville, CA that sits on the Feather River was developed in 2003 by MDG and was completely flooded in 2017 when the Oroville Dam Spillway failed. Since then, MDG went through Phase 1 and is in construction process of Phase 2, where we are installing a new amphitheater that will withstand any flood, as did the structures of 2003.

The two phases cover approximately 36 acres and include the renovation of new boat launch, new beach / waterfront, picnic and play, dog park renovation, new amphitheater with shelter, play structure repair, water play area, three multi-use sports fields, boulder climbing structures and disc golf course. The program and design approach were focused on activating the park and creating economic opportunities.

Design with Maintenance in Mind: In the process of design, MDG makes it a priority to speak directly with the Maintenance and Operations Staff. This is critical as these guys understand their capability and the City's ability to fund the upkeep and maintenance of a park. In this process, we find out about the nuances of the project sites, drainage, soils, utilities... all are key to designing for easy maintenance in the future. MDG collaborated with hydrological engineers to understand the new flows of the river and appropriately reinforced the banks and structures to withstand future flooding.



New Riverbend Beach/Waterfront



Multi-functional amphitheater with river image running through concrete



Original shade structures designed by MDG withstood the 100,000 CFS



820 BROADWAY ST CHICO CA 95928 – 530.899.1616
1930 G ST SACRAMENTO CA 95811 – 916.754.2153
MELTONGROUP.COM



Contracting Agency
City of Visalia, CA
315 E. Acequia Avenue
Visalia, CA 93291

Contact Name
Rebecca Keenan
(559) 713-4541
Rebecca.Keenan@
visalia.city

**4Creeks' Contract
Amount**
\$388,862

Construction Cost
\$2,242,794

Funding Source
CMAQ

Date of Contract
2021

Status
Construction Completed
April 2021

4Creeks Project Manager
Elsa Mejia PE
559-802-3052
elsam@4-creeks.com

Loma Vista Village Green

**Prime Consultant | Civil Engineering | Survey | Water Resources | Utility
Coordination**

Loma Vista Village Green was constructed on a City owned property north of Gettysburg Avenue between De Wolf and Leonard Avenue using City of Clovis Local Funds. This 7-acre park is located within the Loma Vista neighborhood of the City of Clovis. The Loma Vista community is intended to be a sustainable community of high-quality design, serving the immediate needs of its residents. The Loma vista neighborhood has two master planned community centers – Community Center North and Community Center South. Village Green is the central focal point of the Community Center South Masterplan.

The project goal was to provide both active and passive uses, accommodating features such as amphitheater, open fields, seating areas, play equipment and the opportunity for food truck operations. Some unique features at Loma Village Green allow the park to accommodate community festivals, concerts, and the opportunity to lease the areas for public and private events.

- The following are some major improvements included with the project.
- Amphitheater band shell
- Pedestrians drop off area
- Clock Tower
- Sidewalks and Seating areas
- Landscaping and park lighting
- Ada curb ramps and offsite parking
- Paving and Utilities

This project is currently under construction and when completed, will promote healthier, happier living through pedestrian connectivity and pedestrian amenities, inviting the public to walk through their neighborhood.



City of Visalia Packwood Creek Trail

Project Description:

The Packwood Creek Trail incorporated 8 acres of unused street frontage into the City of Visalia's overall trail system. The project was installed along Packwood Creek, creating 1/2 mile of new hiking trail. Native plants exclusively were used in the design of the trail and 90 trees were planted to revegetate the creek corridor. The project was constructed through a partnership with the City of Visalia, the Sequoia Conservation Corp and the Urban Tree Foundation. At risk youth from the conservation corp built the project under the management of UTF. A community planting day was held to celebrate Arbor Day, with about 40 residents coming out to help with installing plants.

Project Cost: \$250,000.00



Urban Tree Foundation
Visalia, CA

urbantree.org

EVERYTHING WE LEARN BUILDING SKATEPARKS FOR THE WORLD'S TOP PRO ATHLETES, INSPIRES WHAT WE ROLL INTO YOURS.



Some of our most challenging work has been in the private sector, designing and building for wheel sports industry companies and the world's top professional skateboarders. After a rigorous vetting process, these clients consistently choose Spohn Ranch because of our unique ability to deliver quality terrain under any condition imaginable – including complex sites, logistical hurdles and extreme time constraints.

Our corporate clients and the athletes they host demand perfection when the skatepark is the stage for a live television event. The spacing between every obstacle has to be precise, the height and angle of every feature has to be perfect and the quality of the construction has to be flawless. With over 25 years of experience in this segment, we've really been able to hone our design and construction skill sets - injecting that attention to detail into all of our municipal projects.

HIGHLIGHTED PRIVATE PROJECT LIST:

- Professional Competitions – ESPN X-Games, NBC Mountain Dew Tour, Kimberly Diamond Cup, D-Town Throwdown, Gravity Games, Vans Triple Crown, East Coast Surfing Championships
- Corporate Clients – Red Bull, Vans, Adidas, Gatorade, MTV, Boost Mobile, Got Milk, Ford, Tedx, Hewlett Packard, Reese's Puffs, Guinness Book of World Records, Kansas City Speedway, Warped Tour
- Film/Television – Brink, Grind, Accepted, OPM's "Heaven is a Half-Pipe"

Meet The Team

STAFF/PROJECT TEAM: ORGANIZATION CHART

Melton Design Group has assembled a Team of experienced professionals selected for excellence in their field. Greg and the Team agree with the purpose, objectives and needs listed in your RFP. Our Team is a uniquely qualified partner to do it. We look forward to creating a blueprint for the future together.

MDG staff will ensure the prompt delivery of work, control of budget and scope and coordination between the Principal-in-Charge and the Client. Maintaining the project schedule and identifying and responding to issues that may arise requires frequent and effective communication. **Greg Melton** will be your Principal-in-Charge and Ryan Riedlinger will be your Project Coordinator and primary contact. Ryan will be available for all coordination meetings throughout the duration of the project. Urban Tree Foundation/Wood Architecture and 4Creeks are local to the area and are very familiar with the City's processes and infrastructure. Meet your Dream Team:

Melton Design Group, Inc.

www.meltongd.com



Greg Melton
Principal
RLA #4217



Patrick Farrar
Senior Project
Manager



Ryan Riedlinger
Project
Coordinator



Sarah Crossley
Recreation
Specialist

Urban Tree Foundation / Wood Architecture

www.urbantree.org



Greg Mendonsa
Project Manager

4Creeks, Inc.

www.4-creeks.com



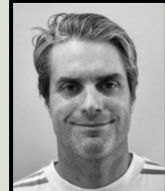
Matthew Ainley
Principal



Kyle McDonald
Project
Manager

Spohn Ranch

www.spohnranch.com



Jason Baldessari
Director of Skate
Park Development

PRINCIPAL DESIGN TEAM

SUPPORT TEAM and
VENDORS



**RAINFOREST
art project**
Rainforest Art Project
www.rainforestartproject.com
(Community Art Installations)

David Little
ADA.Inspections@yahoo.com
(CASP-Certified Consultant)



CHRIS SLATER CONSULTING

Chris Slater Consulting
www.slatermep.com
(Electrical Engineering)



Krazan
Krazan & Associates, Inc.
www.krazan.com
(Optional Geotech Engineering Services)



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structures®



820 BROADWAY ST CHICO CA 95928 – 530.899.1616
1930 G ST SACRAMENTO CA 95811 – 916.754.2153
MELTONGD.COM



GREG MELTON, RLA, LEED AP
PRINCIPAL LANDSCAPE ARCHITECT

Greg Melton has been planning and designing recreation facilities for over 35 years, providing many north state cities and counties with successful design and planning services.

One of Greg's most valued assets is his ability to see and help clients understand the big picture of a project; how a person may experience a project site, understanding the relationship with a site's history and translating these aspects into a physical and visual experience that is informative, fun, and aesthetically pleasing. Greg believes it takes a complete team to design and build a project. All good design ideas need to be vetted against our quality control. All projects deserve quality materials for longevity and operation.

"All the projects we design are specific for each community and we are proud of that."

Recent project experience includes lead design and cost services for:

- West River Park, Town of Truckee.
- Eastside Community Park Master Plan Update in Kerman for the Prop 68 Cultural and Resource Grant submittal.
- Eleanor Nelson Community Park design services for Community Outreach, Master Plan and Cost Analysis, Vacaville.
- Valley's Edge 1,400-acre Mixed Use Development. Recreation and Parks Design for Specific Plan and Design Guidelines of 700+ acres of Park and Open Space in Chico.
- Mooretown Rancheria Community Park Master Plan, Grading and Utilities for existing 32-acre area at Feather Falls Casino in Oroville.

EXPERIENCE

Melton Design Group, Inc.

Landscape Architects and Planners, Chico, CA – Principal
Land Image

Landscape Architects and Planners, Chico, CA – Principal

On the Drawing Board

Sunset Whitney Recreation Area, City of Rocklin

This recreation area will provide a great space to create community. The open space meanders through hundreds of homes and provides a wealth of recreation, wellness, fire safety and a great place to gather and be social. Loving in this space will change your life and enhance your wellbeing through connection to nature and people.

Education

BS in Landscape Architecture, University of Davis 1990

BS in Horticulture and Recreation Planning, CSU Chico 1988

Registration

California Landscape Architect License
#4217

Nevada Landscape Architect License
#1062

Accreditation

US Green Building Council
LEED Accredited Professional

Awards

2021 California Parks and Recreation Society (CPRS)

Award of Excellence-Park Planning

2018 American Society of Civil Engineers:
Outstanding Urban or Land Development
Plan of the Year

2014 American Society of Landscape
Architects Honor and Merit Awards:
Parks/Open Space and Rehabilitation/
Mitigation

2009 California Redevelopment Assoc.:
Award of Excellence in Public Spaces

2007 Chico Economic Planning
Corporation: Community Vitality Award

2005 California Parks and Recreation
Society: Award for Facility Design and
Park Planning

Professional Affiliations

California Parks and Recreation Society
American Society of Landscape Architects
Building Industry Association

MDG TEAM MEMBERS



RYAN RIEDLINGER, Project Manager
Melton Design Group, Inc.: 2021 to Present

Ryan joined the MDG team in 2021. With roots set in Chico and his love of traveling, Ryan is extremely familiar with the local area and much of the North State. His background in agritourism brings a valued perspective to MDG. His experiences have helped link initial designs with a project's ultimate vision and activation demands. When not in the office, snowmobiling, trail riding, camping and traveling keep him very busy and further feed his knowledge and understanding of our northern communities.

EDUCATION

AS in Landscape Architecture (In Progress)

SELECT PROJECT EXPERIENCE

- Alturas Veterans Memorial Park
- Legacy Park, Lakeport
- Ummi's Pathway, Colusa
- Prosperity Garden Park, Suisun City



SARAH CROSSLEY, Senior Project Manager
Melton Design Group, Inc.: 2015 to Present

Sarah Crossley joined the MDG team in 2015. Sarah is passionate about all she does. With her background in architectural design, she brings a unique aesthetic to MDG, which can be seen through her mission to create spaces that inspire happy living. She also studies Design Psychology, bringing the "WHY" into our design solutions.

EDUCATION

BFA in Interior Architecture, CSU, Chico, 2015

SELECT PROJECT EXPERIENCE

- Railyard Town Center, Truckee
- Hope Plaza, Paradise
- Hewitt Park, Oroville
- Chapman Park, Chico



PATRICK FARRAR, Senior Project Manager
Melton Design Group, Inc.: 2020 to Present

Patrick has worked in the field of Landscape Architecture for over 25 years in all regions of California. He has served as Lead Project Manager and Designer on numerous projects, including water quality projects to treat pollution and stormwater runoff, urban streetscape design, urban and rural trail design and community parks.

EDUCATION

BS in Landscape Architecture, Cal Poly State University, San Luis Obispo

SELECT PROJECT EXPERIENCE

- Riverside Park, Ukiah
- McKinleyville Skate Park
- Da' Yas Park, Eureka
- Lakeridge Park, Magalia

Gregory A. Mendonsa

1512 W. Mineral King Ave. Visalia, Ca 93291 ph. 805.798.1585 fax. 559. 636. 3277 greg@iwoodarchitecture.com



Experience:

Wood Architecture Inc.

2016 - Present

- Landscape Architecture.
 1. Schematic Plans.
 2. Design Development.
 3. Landscape construction documents.
- Plant procurement and tagging.
- Project management.
- Construction observation and administration.
- Past projects/clients.
 1. Live Oak Subdivision & Community Park Complex.
 2. Self Help Enterprises – Low-income housing developments (50-150 unit) in Visalia, Dinuba, and Goshen, CA.
 3. Ginder Development – Upper scale multi-family apartment developments (100-300 unit) in Visalia, Fresno, Clovis, and Tulare, CA.
 4. Darling Hotel, Visalia, CA
 5. 11 Confessions Winery, Santa Barbara County, CA.

Urban Tree Foundation (UTF), Project Manager

2016 - Present

- Grant writing and cost estimating.
- Grant administration and project management.
- Planting and irrigation design.
- Project scheduling and ordering.
- Irrigation and planting installation.
- Past Projects/Clients.
 1. East Side Regional Park; City of Visalia. Grant Writing, Technical Coordination and Landscape Design. \$4M secured through Land & Water Conservation Fund. \$1.3M secured through Urban Flood Protection Grant.
 2. Hero's Park; City of Hanford. Grant Writing, Technical Coordination and Landscape Design for new 40-acre park. \$7M secured through state parks funding for park.
 3. Hidden Valley Park; City of Hanford. Conceptual Design package for redevelopment and expansion of existing park.

Education:

California Polytechnic State University San Luis Obispo

BLA - Bachelor of Landscape Architecture, Class of 2007

Licenses and Certifications:

Professional Landscape Architect (PLA) #6711.

Baseline Irrigation Controller – Advanced Certification



4CREEKS

Matthew Ainley
PE, LEED AP BD+C
Principal-In-Charge

Registrations & Certifications

Professional Engineer LEED AP - BD+C
California - No. 66233

Information

Education

Bachelor of Science - Engineering & Physics
Westmont College Santa Barbara, CA

Work	20+ Years Experience
Phone	+1 (559) 802-3052
Email	matta@4-creeks.com

Area of Expertise

Low-Impact Design Techniques
Streets & Transportation Design
Subdivision Design
Parks & Recreation Design
Storm Drainage Systems
Sanitary Sewer Systems
Land Use Planning
Commercial Site Design
Industrial Site Design | Irrigation & Ditch Design
Water Tank & Site Design

Employment History

05/08-Present

4Creeks, Inc. - Visalia, CA
Principal-In-Charge / Founding Partner

02/01-05/08

Quad Knopf, Inc. - Visalia, CA
Department Manager / Civil Engineer

Akers Street & Riggin Avenue Improvements - Visalia, CA

Project Manager

Mr. Ainley provided overall project management and project engineering for the project. The construction of the newest Middle School within the Visalia Unified School District created several changes in the traffic impact which required the City of Visalia to provide major off-site street improvements. The major street improvement project included roadway removal, full street design, traffic signal, right of way acquisition, utility coordination, sanitary sewer, storm drain, signing, pavement delineation, and project bidding and construction assistance. The project cost approximately \$2.87M for construction, not including right of way, design, or construction management.

Shannon Parkway Improvements, Roundabout, & Giddings Street Overlay - Visalia, CA

Project Manager

Mr. Ainley provided overall project management and project engineering for the project. 4Creeks worked with the City to design a new roundabout at the Giddings Street and Shannon Parkway intersection, design approximately 1,800' of new collector road on Shannon Parkway, and design an overlay on a portion of Giddings Street. The design was triggered by the construction of a new elementary school located on Giddings Street north of Shannon Parkway.

Tulare Avenue Improvements - Visalia, CA

Project Manager

Mr. Ainley provided overall project management and project engineering, with TJKM, Inc. as a subconsultant. The project entailed the design of Tulare Avenue in the City of Visalia from Lovers Lane to Visalia Parkway. The project included the construction of approximately one mile of new roadway for both Tulare Avenue and Visalia Parkway. The cornerstone of the project is a new traffic signal at the intersection of Lovers Lane, a high-speed arterial street, and Tulare Avenue, a new collector street. The design included removing median controls and reconstructing the existing curb returns. New storm drain and sanitary sewer pipelines were also designed between Lovers Lane and McAuliff Street.

Caldwell Avenue Widening & Improvements (Santa Fe Street to Lovers Lane) - Visalia, CA

Principal-In-Charge

This project is currently in design. Caldwell Avenue is major arterial roadway in the City and a heavily-traveled, regional corridor for motorists and bicyclists. The finished project includes widening 1.5 miles of Caldwell Avenue between Santa Fe Street and Lovers Lane. Improvements include completely modified or rebuilt intersections, traffic signals, median improvements, sidewalk, curb, and gutter. The project also includes sewer mains, storm mains, and a street light system. There were significant Southern California Edison Co. transmission and distribution pole relocations coordinated with the project.

Santa Fe Street Signal Installation Project - Visalia, CA

Project Manager

4Creeks was on a team with TJKM to provide assistance on this project. The overall objective of this project was to install four new traffic signals in downtown Visalia and install a signal interconnect system to connect all four. The team prepared plans, specifications, and construction cost estimates for the design of new traffic signals and ADA access ramps at four Santa Fe Street intersections at Murray Avenue, Center Avenue, Main Street, and Acequia Avenue.



4CREEKS

Kyle McDonald

PE, QSD, MBA

Project Engineer

Registrations & Certifications

Professional Engineer

California - No. 82531

Qualified SWPPP Developer (QSD)

California - No. C82531

Information

MBA - General Management California State University, Fresno Fresno, CA
Bachelor of Science - Civil Engineering
California State University Fresno, CA

Work	12+ Years Experience
Phone	+1 (559) 802-3052
Email	kylem@4-creeks.com

Area of Expertise

Storm Drainage Systems
Sanitary Sewer Design
Commercial Site Design
Subdivision Design
Water Tank & Site Design
Street & Transportation Design
Surveying
Construction Management
Utility Coordination | Cost Estimating
Structural Analysis & Design | AutoCAD Civil 3D

Employment History

10/10-Present

4Creeks, Inc. - Visalia, CA

Civil Engineer

05/08-01/09

GMA Engineering, Inc. - Fresno, CA

Junior Engineer

St. John's River Trail and Extension - Visalia, CA

Project Manager

Mr. McDonald served as Project Manager for this project which was a key component to connect pedestrian and bicycle travel to the Visalia Sports Park. The project was the design of more than one-mile of Class 1 trail within the Santa Fe Street corridor connecting the existing trail at Riggin Avenue and St. John's Parkway extending towards the St. John's River and Dinuba Boulevard (State Route 63), crossing underneath the existing bridge, and connecting to the Visalia Sports Park. The final design was in accordance with the requirements of Caltrans, Kaweah Delta Water Conservation District (KDWCD), and the City of Visalia.

Greenway Trail - Visalia, CA

Project Engineer

Mr. McDonald and the 4Creeks team provided Community Relations, Civil Engineering and Land Surveying Services for the City of Visalia's Greenway Trail Project. The trail is designed within the SCE Tower Easement which is along the eastern border of town running north and south. The 3-mile trail construction is estimated at \$3 million for construction cost. Greenway Trail is a critical piece to the City of Visalia's Water Ways and Trails Master Plan, as it will connect four other trails in town. The project started out with a conceptual plan..

Creekside Park - Visalia, CA

Project Engineer

The park master plan was prepared following a community input process in which The HLA Group presented three design alternatives. Park elements were prioritized and resulted in a final approved park master plan. A natural theme was established in the design to emphasize its location adjacent to an open space/detention basin. Mr. McDonald provided Research & Data Acquisition, Construction Plans, Culvert Crossing Design, Packwood Creek Lift Station Design and Construction Administration.

CMAQ Downtown Park & Ride - Tehachapi, CA

Project Manager

Mr. McDonald and his team provided engineering design services for the Kamm Avenue at Alta Avenue Roundabout, which was funded by three sources: CMAQ funds, Transportation Impact Fees (TIF), and funds from Dinuba Unified School District. The major street rehabilitation project included the full construction and design of 800' of Kamm Avenue and 775' of Alta Avenue. The roundabout has a 222' inscribed circle diameter and was designed per NCHRP Report 672 and the Caltrans Highway Design Manual.

Santa Fe Street & Tulare Avenue Roundabout - Visalia, CA

Project Engineer

Kyle and his team worked with the City of Visalia to provide engineering services for the CMAQ-funded Tulare Avenue at Santa Fe Street Roundabout. A 35' offset of the northbound and southbound lanes caused confusion amongst drivers which led to traffic congestion at the intersection. During peak hours, traffic often blocked entrances to businesses and homes. Mr. McDonald and his team recently celebrated the completion of the roundabout. The roundabout has mitigated the traffic issues caused by the initial abnormal layout of the streets.

Akers Street & Riggin Avenue Improvements and Flagstaff Roundabout - Visalia, CA

Project Engineer

The project included roadway removal, full construction design, traffic signal installation, right of way acquisition, utility coordination, sanitary sewer, storm drain, striping, signage, and project bidding and construction assistance. This project constructed 0.5 miles of Akers Street, with median improvements, and included sidewalk, curb, and gutter along its west side from Riggin Avenue to just north of the new Ridgeview Elementary School. The project also constructed approximately 0.2 miles of Riggin Avenue. As part of the project, Flagstaff Street was installed on the south side of the new middle school and included a new roundabout.

New Dinuba High School - Dinuba, CA

Project Engineer

Mr. McDonald assisted the City of Dinuba with the new Dinuba High School and needed off-site improvements. Mr. McDonald led his team and provided on-site and off-site design. This project included water, storm drainage, sewer, dry utilities, and an 84" underground culvert along the frontage road of Alta Avenue.

JASON BALDESSARI

DIRECTOR OF
SKATEPARK DEVELOPMENT

SKILLS + EXPERTISE

WHEEL SPORTS DESIGN | AUTOCAD
LANDSCAPE ARCHITECTURE
SITE ANALYSIS | CONCRETE
GRADING & DRAINAGE | STEEL
COST ESTIMATING | SCHEDULING
GOVERNMENT CONTRACTING
PROJECT MANAGEMENT



PROJECT ROLE:
Project Manager
& Lead Designer

EDUCATION:
Bachelor of Science,
Monmouth University

EXPERIENCE:
25+ years skateboarding
15+ years in wheel sports industry

ACCREDITATIONS:
LEED Green Associate
California Park & Recreation Society

BACKGROUND:

Born and raised in New Jersey, surfing was Jason's first love. Given the inconsistencies of Jersey waves however, Jason immersed himself in the full spectrum of East Coast action sports - whether in the ocean, the streets or the mountains. With a passion for the outdoors, Jason naturally transitioned into a career in the recreation industry in 2005. In 2008, he pulled the trigger on a long overdue relocation to a climate that better suited his love for action sports, landing in Southern California and becoming a full-time member of Spohn Ranch. Since then, Jason's AutoCAD and critical thinking skills have led interdisciplinary teams for 150+ projects across 40+ states – always focused on innovative design.

HIGHLIGHTED PROJECT LIST:

- Cooper Park Skatepark - Brooklyn, New York
- Iles Park Skatepark - Springfield, Illinois
- Copper Sky Skate Plaza - Maricopa, Arizona
- Cape May County Skatepark - Ocean City, New Jersey
- Pacific Highlands Ranch Pump Track - San Diego, California
- Riyadh BLVD Skatepark - Riyadh, Saudi Arabia

Our Past Supports Your Future

FIRM QUALIFICATIONS

The experience of the MDG staff is focused on Parks and Recreation but includes many other design features including park identity and branding, urban-social and recreation spaces, open space and restoration. Our creative solutions have helped many agencies build unique parks and spaces that have become icons for their communities and stand out in their memory for years.

We work to completely understand your community, your stakeholders and how this park can best serve your community. Our design strategies also incorporate revenue generating opportunities for clients by creating multi-use venues with potential for income, such as combination bandshell, picnic areas or birthday rings. Designing parks to be multifunctional, providing recreation and special community events, is essential.

The following is a comprehensive list of diverse projects to get a sense of MDG's history and quality projects.

COMMUNITY and NEIGHBORHOOD PARKS

- ❖ Quigley Park, Fresno, CA – 8 acres
- ❖ Radio Park, Fresno, CA – 7 acres
- ❖ Katie's Kids Park, Kerman, CA – 4 acres
- ❖ Original Riverbend Park, Oroville, CA – 120 acres
- ❖ Eleanor Nelson Park, Vacaville, CA – 12 acres
- ❖ West River Park, Truckee, CA – 1.4 acres
- ❖ Valley's Edge Specific Plan Parks, Chico, CA – 160 Acres
- ❖ Turtle Bay Exploratorium Adventure Park, Redding, CA
- ❖ Baroni Park, Chico, CA – 4 acres
- ❖ Wildwood Park, Chico, CA – 7 acres
- ❖ Westside Community Park, Lakeport, CA – 70 acres
- ❖ DeGarmo Park, Chico, CA – 36 acres
- ❖ Noble Park, Paradise, CA – 7 acres
- ❖ Shastina Community Park, Redding, CA – 14 acres
- ❖ Walnut Park, Winters, CA – 4 acres

RENOVATED PARKS

- ❖ Da' Yas Park, Eureka, CA
- ❖ Riverside Park, Ukiah, CA
- ❖ Eastern Oak Park, Sacramento, CA
- ❖ Austin Park and Highlands Park, Clearlake, CA
- ❖ Turtle Bay: Babes Coral, Redding, CA
- ❖ Bille Park, Paradise, CA
- ❖ Caper Acres, Chico, CA
- ❖ Post-Flood Riverbend Park, Oroville, CA
- ❖ Hope Plaza, Paradise, CA
- ❖ Paradise Community Center, CA



CURRENT ON-CALL SERVICES

- ❖ City of Fresno
- ❖ City of Chico
- ❖ City of Yuba City
- ❖ City of Clovis
- ❖ City of Wheatland
- ❖ Chico Area Recreation and Parks CARD
- ❖ City of Davis
- ❖ City of Oroville
- ❖ Feather River Recreation and Parks
- ❖ Paradise Recreation and Parks
- ❖ City of Grass Valley
- ❖ Marysville Joint Unified School District

OPEN SPACE and TRAILS

- ❖ Bidwell Park Range Remediation-Oak Woodland, Chico, CA
- ❖ Verbena Fields – 20-acre Creek Restoration, Chico, CA
- ❖ Live Oak Community Trails / Pocket Parks, Live Oak, CA
- ❖ California Park Chain of Ponds and Trail System, Chico, CA
- ❖ Riverbend Community Park, Oroville, CA
- ❖ El Dorado Hills Town Center, El Dorado Hills, CA

HABITAT RESTORATION

- ❖ Riverside Park, Ukiah, CA
- ❖ North Park, Davis, CA
- ❖ Little Chico Creek Floodplain Restoration, Chico, CA
- ❖ Kachituli Oxbow – Riparian Corridor, Sacramento, CA
- ❖ South Volante Park Wetland Restoration, Anderson, CA
- ❖ Shauna Downs Wetland Bank, Durham, CA
- ❖ Big Chico Creek Floodplains, Chico, CA
- ❖ Putah Creek Parkway, Davis, CA

WATER CONSERVATION PLANS

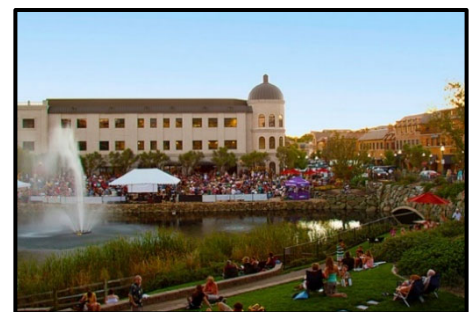
- ❖ City of Davis and Woodland Conservation Plan, CA
- ❖ Elk Grove Community Park Water Reduction Plan, CA
- ❖ Chestnut Park Water Reduction Study, Davis, CA
- ❖ HACB Countywide Conservation Plan

CITY and RECREATION DISTRICT MASTER PLANS

- ❖ Valley's Edge Specific Plan Recreation Element, Chico, CA
- ❖ CARD Master Plan Update 2013, Chico, CA
- ❖ Feather River Recreation Park District 2020 Master Plan
- ❖ Red Bluff Parks and Recreation 2015 Master Plan, CA
- ❖ CARD 2030 Master Plan Update, Chico, CA
- ❖ City of Chico Design Guidelines Manual, CA

STREETSCAPES / BRANDING and WAYFINDING

- ❖ City of Gridley Downtown Demonstration Project, CA
- ❖ Feather River Boulevard Revitalization Plan, Oroville, CA
- ❖ West Gateway Mixed Use District, Hollister, CA
- ❖ El Dorado Hills Town Center Amphitheater, CA
- ❖ Murieta West Planning Area, Rancho Murieta, CA
- ❖ Heart of Fairfield Gateway and Branding, Fairfield, CA



We Make a Statement

DISCLOSURES

LITIGATION DISCLOSURE

We hereby indicate that we have not had any lawsuits or litigation resulting from any public agency project undertaken by our firm within the last five (5) years nor any project where a claim or settlement was paid by our firm or our insurer within the last five (5) years.

CONFLICT OF INTEREST DISCLOSURE

We hereby indicate that we have, to the best of our knowledge and belief, no potential financial, business or other relationship with City of Hanford that would have an impact upon the outcome of this contract or the construction of the project.

We also have no current clients who, to our knowledge and belief, may have a financial interest in the outcome of this contract or the construction project that will follow.

We have no financial interest or relationship with any construction company that may submit a bid on the construction project.

Let Our Clients Do the Talking

REFERENCES

The following are references for agencies like yours with projects similar to those that often come up through an as-needed, on-call agreement.

City of Fresno, Public Works Department
Ed Chinevere, PARCS Assistant Director
(559) 903-6033 Edward.Chinevere@fresno.gov

2600 Fresno Street, Suite 4016, Fresno, CA 93721

Nathan Sanchez, Projects Administrator
(559) 621-8682 Nathan.Sanchez@fresno.gov

Projects: Radio Park
Quigley Park
Armstrong-Hamilton Tot Lot

City of West Sacramento
Traci Michel, Parks and Recreation Director
(916) 617-4627 TraciM@cityofwestsacramento.org

1110 West Capitol Avenue, 1st Floor, West Sacramento, CA 95691

Projects: Westacre Park

City of Vacaville
Reggie Hubbard, Parks and Recreation Manager
(707) 449-5650 RHubbard@cityofvacaville.com

650 Merchant Street, Vacaville, CA 95688

Projects: Sierra Vista Park
Alamo Creek Park
Eleanor Nelson Park

City of Rocklin
Kevin Huntzinger, General Manager
(916) 625-5269 Kevin.Huntzinger@rocklin.ca.us

5460 5th Street, Rocklin, CA 95677

Projects: Sunset Whitney Recreation Area Master Plan

Chico Area Recreation District
Annabel Grimm, General Manager
(530) 895-4711 AGrimm@chicorec.com

545 Vallombrosa Avenue, Chico, CA 95928

Projects: Rotary Centennial Park
Chapman Park
Caper Acres Park
DeGarmo Park
CARD Rose Garden and Event Facility



820 BROADWAY ST CHICO CA 95928 - 530.899.1616
1930 G ST SACRAMENTO CA 95811 - 916.754.2153
MELTONDG.COM

NON-COLLUSION AFFIDAVIT

(Submit with Proposal Attachment 1)

TO: THE CITY OF HANFORD

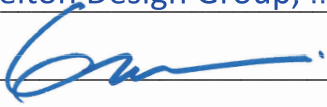
The undersigned, in submitting a proposal for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competition in connection with such contract.

Work to be performed: **RFP No. 2023-14**

Professional Architectural And Engineering and Design Services Heroes Park

Proposer's Name: Melton Design Group, Inc.

Signature of Proposer: 

Title: Gregory Melton

Business Address: 820 Broadway Street, Chico, CA 95928

Place of Residence: 711 Parkwood Drive, Chico, CA 95928

State of California

County of Butte

On this _____ day of _____ before me, _____, a 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.

Signature _____ (Seal)

(Submit with Proposal Attachment 2)

CITY OF HANFORD

Page 243 of 268

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE (EXECUTIVE ORDER 11246)

(Submit with Proposal Attachment 3)

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Hanford, the Proposer agrees as follows:

1. The proposer will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The proposer will, in all solicitations or advertisements for employees, placed by or on behalf of the proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the proposer commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the proposer's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the proposer may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The proposer will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The proposer will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the proposer becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the proposer may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: Melton Design Group, Inc.

Business Address: 820 Broadway Street, Chico, CA 95928

Signature: 

Name of Signing Official (type): Gregory Melton

Title of Signing Official (type): President/CEO

Date: 06/30/2023 (Seal)

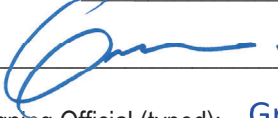
AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

(Submit with Proposal Attachment 4)

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: Melton Design Group, Inc.

Business Address: 820 Broadway Street, Chico, CA 95928

Signature: 

Name of Signing Official (typed): Gregory Melton

Title of Signing Official (typed): President/CEO

Date: 06/30/2023

Company Seal:

CITY OF HANFORD, CA
OWNERSHIP DISCLOSURE FOR CONTRACTORS AND CONSULTANTS
(Submit with Proposal Attachment 5)

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: Melton Design Group, Inc.

Firm Address: 820 Broadway Street, Chico, CA 95928

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Gregory Melton, President/CEO

Christa Melton, Secretary

Submitted by: Name Teresa Walsh, Office Manager/Controller

Date 06/30/2023

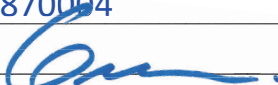
STATE OF CALIFORNIA DRUG-FREE WORKPLACE CERTIFICATION STD.21 (REV.12-93)

(Submit with Proposal Attachment 6)

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Contractor Proposer Firm Name: Melton Design Group, Inc.

Federal ID Number: 81-4870094

BY (Authorized Signature): 

Date Executed: 06/30/2023

Printed Name of Person Signing: Gregory Melton

Telephone Number (Including Area Code): 530-899-1616

Title: President/CEO

Contractor/Proposer Firm's Mailing Address: 820 Broadway Street, Chico, CA 95928

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

- (a) The dangers of drug abuse in the workplace,
- (b) The person's or organization's policy of maintaining a drug-free workplace,
- (c) Any available counseling, rehabilitation and employee assistance programs, and
- (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

- (a) Will receive a copy of the company's drug-free workplace policy statement, and
- (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

AGREEMENT FOR SERVICES

This Agreement for Professional Services (“Agreement”) is made and entered into this 16th day of October, 2023, by and between the City of Hanford, a municipal corporation (“City”), and Melton Design Group (“Consultant”).

RECITALS

A. Consultant represents to City that they are specially trained, experienced, licensed and competent to perform the services which will be required by this Agreement; and

B. Consultant represents to City that it possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render financial auditing services as set forth in this Agreement.

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

1. **Retention of Consultant.** Subject to the terms and conditions set forth herein, City retains Consultant to perform the services identified in this Agreement, as an independent contractor and Consultant hereby accepts this independent contractor appointment.

2. **Scope of Services and City Responsibilities.**

a. Consultant shall perform the services (“Services”) and the City shall have the responsibilities described on the attached Exhibit “A,” which is incorporated herein by reference. To the maximum extent possible, the terms of the body of this Agreement and Exhibit “A” shall be interpreted so they are consistent; however, if there is an direct and irreconcilable conflict between the text of this Agreement and Exhibit “A”, the former shall control.

b. Consultant shall correct any and all errors and/or omissions, which arise out of Consultant’s negligence or intentional misconduct, in the performance of the Services and any documents resulting therefrom even though City has accepted said Services or documents. Consultant shall make such corrections upon City’s request and at no cost or expense to City.

3. **Time of Performance.** Services shall be completed by the dates identified in the attached Exhibit “A.”

4. **Compensation.** Compensation to be paid to Consultant shall be in accordance with the attached Exhibit “A.” Payment by City under this Agreement shall not be deemed a waiver of errors, even if such errors were known to the City at the time of payment.

5. **Method of Payment.** Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the Services performed and the date the Services were performed the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than sixty (60) calendar days after the date of submittal of an invoice for completed tasks and approval of the invoice by City staff.

6. **Extra Work.** At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Services, but which are not included in Exhibit "A." Extra work will be performed on terms agreed upon by the parties. Consultant shall not perform, nor be compensated for Extra Work without written authorization from City.

7. **Termination.** This Agreement may be terminated by the City immediately and without notice for cause or by City without cause upon ten (10) days' written notice of termination to Consultant. Upon termination, Consultant shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, City may withhold compensation due Consultant in order to reimburse City for any losses, damages or expenses caused by Consultant's default under this Agreement.

8. **Ownership of Documents.** All plans, studies, documents and other writings and electronic disks containing drawings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

However, the City's use of completed documents for other projects and/or the use of uncompleted documents without the written authorization of Consultant will be at the City's sole risk. The City shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant from all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from any unauthorized reuse of, or changes to the Project Documents not performed by the Consultant.

9. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for City to use, modify, reuse or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data electronic or otherwise recorded on computer diskettes which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted non-exclusive and perpetual license for any Documents & Data the subcontractor prepared under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purpose intended by this Agreement shall be at City's

sole risk. The City shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant from all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from any unauthorized reuse of or changes to the Project Documents not performed by the Consultant.

10. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name, insignia, photographs, or the project for which Consultant's Services are rendered, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent by City. Notwithstanding the foregoing, the City acknowledges that the Consultant may want/need to include projects performed under this Agreement on proposals for similar work in the future. The City hereby grants permission to list any projects performed under this agreement for marketing purposes; provided however, Consultant will not make any representations regarding City's satisfaction with Consultant's work product unless Consultant receives a written statement or evaluation from City.

11. **Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's programs or guidelines currently in effect as identified and provided to Consultant by City.

12. **Insurance Requirements.**

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

i. **Workers Compensation Coverage.** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

ii. **Commercial General Liability (CGL) Coverage.** Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with a limit of no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, and a general aggregate limit of no less than FOUR MILLION AND NO/100 DOLLARS (\$4,000,000).

iii. Automobile Liability Coverage. ISO Form Number CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

iv. Professional Liability Coverage. Consultant will maintain Professional Liability coverage with limits no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence or claim, and TWO MILLION AND NO/100 DOLLARS (\$2,000,000) policy aggregate.

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

Consultant's insurance policies shall be "occurrence" policies and not "claims-made" coverage except for Professional Liability Coverage. "Claims-made" policies must satisfy the following requirements: (i) the retroactive date of coverage must be shown and must precede the effective date of the contract; (ii) coverage shall be maintained and evidence of coverage must be provided for at least five (5) years after completion of the contract work; and (iii) if coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date preceding the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

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

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

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

i. The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations; products used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees or volunteers.

ii. For any claims related to this contract, Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall be non-contributory.

iii. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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

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

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

14. **Independent Contractor Status.** It is understood and agreed that Consultant, in the performance of the Services to be performed pursuant to this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no retirement benefits or other benefits which accrue to City's employees and Consultant hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between City and Consultant.

15. **Consultant's Books and Records.**

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

b. Consultant shall maintain all documents and records that demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City. Copies of such documents shall be provided to the City for inspection at the City offices.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in the City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. **Interest of Consultant.** Consultant and its shareholders covenants and represents that they do not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's Services hereunder. Consultant further covenants and represents that in the performance of the Services hereunder, to the best of its knowledge no person having any such interest shall perform any Services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. FPPC Reg. Sec. 18700, et seq.

17. **Professional Ability of Consultant.** City has relied upon Consultant's representations regarding its training and professional ability to perform the Services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled personnel to perform all Services under this Agreement. The primary provider of the Services called for by this Agreement shall be Melton Design Group who shall not be replaced without the written

consent of the City. All work performed by Consultant under this Agreement shall be in accordance with the applicable professional standard of care and shall meet the local professional standard of quality ordinarily to be expected of competent persons in Consultant's field of expertise working in Kings County.

18. **Compliance with Laws.** Consultant shall use the proper standard of care in performing the Services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations in effect at the time the agreement is executed. In addition, if the request for proposal to provide professional services which are the subject of this Agreement cited any federal or state financial assistance involved in the project for which the Services are provided, the Consultant shall perform all services in accordance with all applicable federal and state laws, rates and regulations in effect at the time the agreement is executed.

19. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, and insurance which are legally required of Consultant to lawfully and competently perform the Services. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and insurance which are legally required of Consultant to lawfully and competently perform the Services. Consultant shall maintain a City of Hanford business license.

20. **Assignment and Subcontracting.** The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City, which will not be unreasonably withheld. Consultant shall not subcontract any portion of the Services to be performed under this Agreement without the express written consent of the City, which will not be unreasonably withheld. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall: (i) create any contractual relationship between City and subcontractor; (ii) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; (iii) or relieve Consultant of any of its obligations and responsibilities under this Agreement.

21. **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court for the County of Kings, State of California for any proceeding arising hereunder.

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

23. **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

24. **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

25. **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California.

26. **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

27. **Mediation.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

28. **Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or result from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. **Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

30. **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

Mario A. Cifuentes, II
City of Hanford
319 N. Douty
Hanford, CA 93230

Greg Melton
Melton Design Group
820 Broadway St.
Chico, CA 95928

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY

CITY OF HANFORD,
a Municipal Corporation

By: _____
MARIO A. CIFUENTEZ, II
City Manager

CONSULTANT

MELTON DESIGN GROUP

By:  _____
GREG MELTON
Principle Landscape Architect

LANDSCAPE ARCHITECTURAL DESIGN AGREEMENT MELTON DESIGN GROUP, INC. and CITY OF HANFORD

This AGREEMENT, effective as of the 20 day of September 2023 shall be

BETWEEN the

CLIENT: CITY OF HANFORD
Brad Albert, Parks and Community Services Director
321 N. Douty Street, Suite B
Hanford, CA 93230
559-585-2527 / BAAlbert@hanford.city

AND

CONSULTANT: MELTON DESIGN GROUP, Inc. (MDG)
Gregory Melton, President/CEO
820 Broadway Street, Chico, CA 95928
530-899-1616 / Greg@meltondg.com

PROJECT: Heroes Park

PROJECT UNDERSTANDING:

The list below represents the design items we will be addressing in the scope of work and coordinated with the team. The project will take us through the conceptual design, construction documents, cost estimate and construction inspections.

Phase 1 – Primary Elements per the Grant and Outreach efforts performed by the City

- Destination playground that attracts users of all ages and abilities
- A 16-court tournament-ready, lighted pickleball complex with spectator area
- A 3,000-5,000-capacity regional amphitheater
- A 1-mile-long perimeter-lighted multi-use path looping the complex
- Fitness stations
- One lighted all-wheel skate park that accommodates skateboards, bikes and scooters, primarily focusing on street skating with some bowl features
- One dog park that is linked to the central part of the park
- Reflexology and meditation trail
- One community/learning garden adjacent to Fire Station
- One 18-hole disc golf course within the park open space
- Two outdoor basketball and volleyball courts that may support futsal or 5-a-side soccer.

Supporting Elements for the Project:

- Parking area to support small and large events
- Two park restrooms with storage for maintenance crews
- Public art installation visible to the community and representing the “Heroes” theme
- ROW and sizing enhancements to Grangeville Boulevard to support the future expansion, connection to the High-Speed Train Station and future mass transit and bike circulation

- Street parking, sidewalks, street widening and street lighting on three public streets
- Water and sewer extensions and connections

Phase 2 – Elements that will be Master Planned, but most likely not a part of Phase 1

- Multi-use fields/open space elements on the south end of the site as potential cost cutting area
- Recreation Building for indoor events and receptions
- Concessioned Food and Beverage buildings to support tournaments and special events

SECTION 1 – SCOPE OF WORK

The following is an outline of the scope of work for design and submittals for the project:

TASK 1 – PROJECT MANAGEMENT and PARK PROGRAM REFINEMENT

The project launch sets the tone for a successful project. The prime consultant brings the key players from each consultant and meets with the Client's project manager and assisting staff. We intend to meet with the City two weeks after award to describe our approach in detail and then continue with monthly or bi-monthly meetings throughout the project depending upon urgency.

- 1.1 Meet with the Client and Team to discuss the scope of work, design needs and specific desires for the project. Identify a key group of stakeholders to form a Project Development Team (PDT).
- 1.2 Create project design schedule and update throughout project for all design tasks.
- 1.3 Coordinate project and perform monthly meetings to assess project progress and enhance the Quality Assurance and Quality Control throughout project.
- 1.4 Engage with Client Staff to refine grant program to meet budget and to assess and prioritize the needs of the community within the budget. Engage other options for funding regarding the project.
- 1.5 Develop enhanced program of elements and prioritize Client's desires.
 - Review ideas and gain a complete understanding of the project.
 - Discuss all possible opportunities and study constraints directing the design.

Deliverables:

- Monthly Reports / Updated Schedule for the PDT
- Invoices at milestones for percent of completion
- Prioritized program identifying key elements within budget to identify phasing options

TASK 2 – SITE ANALYSIS, MASTER PLAN, COST DEVELOPMENT and PUBLIC OUTREACH

Team MDG works with the Client, and, if needed and time allows, the Community through Outreach Events, in a collaborative process to first identify their needs and wants. We then create a prioritized program that best represents these. This phase includes multiple alternative layouts and elements to provide an engaging design process.

- 2.1 Refine the Park Program from City Staff and ongoing community and costs input. We will provide outreach for specific elements of the park such as the Skate Park Element.
 - Research other playgrounds to avoid duplicating what's already around.
- 2.2 Site Visit and Analysis – Analyze site and surrounding area to confirm existing conditions.
 - Study all site elements using aerial view and site visit.
 - Study general grades to understand the elevation challenges.
 - Conduct research to confirm utilities and drainage on plans and onsite. (performed by 4Creeks)

- MDG and 4Creeks will coordinate directly with the utility companies to gain information.
 - Identify all onsite elements that are to remain and to be removed.
 - Obtain all site conditions from sun, wind, views, neighbors, uses, etc.
- 2.3 Topographic Survey of key site areas.
 - Conduct a topographic field survey, 1' contour intervals. (performed by 4Creeks)
 - Identify all onsite elements that are to remain or to be removed.
 - Provide spot elevations.
- 2.4 Base Map – Use topography, aerial photos and site surveys to develop the Base Map.
- 2.5 Master Plan and Cost Estimate – Include design and cost alternatives and meet with Staff to review. MDG will provide the Team with all horizontal control designs for review and adjustments.
 - Incorporate all elements of program into plan view schematic plan with descriptions and dimensions of all elements.
 - Provide alternative options for key areas that warrant study and/or give a new look.
 - Develop digital and hand-drawn 3D rendering of sites. Client review of key sites with VR.
 - Develop Cost Estimate. Breakout costs so alternatives can be swapped in for value engineering.
- 2.6 Community Engagement Workshop Meetings – The City has performed outreach during the grant phase of the project. MDG will lead meetings for specific elements such as the Skate Park and Destination Playground.
 - Outreach Meeting #1 – Present overall concept plan options with site layouts and elements to community. Confirm the relationships of each element.
 - Outreach Meeting #2 – Present specific details of elements, focusing on an all-wheel skate park and the destination playground.
 - Review initial public feedback and revise plans as needed.
 - Outreach Meeting #3 – Present revised Master Plan based on outreach to the community to obtain any final community input.
- 2.7 Revise and update alternatives and present them to the City.
 - Meet with Client and Team to review design for conformance and make recommendations regarding engineering, LID, utilities, drainage, etc.
 - Update sketches and 3D throughout Master Plan process.
- 2.8 Develop Preferred Alternative and Cost and present to PDT.
 - Assess design and phasing options and reassess prioritized elements.
 - Client to provide additional direction and comment.
- 2.9 Revise Final Schematic Master Plan Design and Cost to present and gain approval from the City.
 - Value engineer project while maintaining the character of the project.
 - Update final graphics for 3D, virtual reality flybys and plan view color.
- 2.10 Create a Master Plan booklet that summarizes the design process.

Deliverables:

- Prioritized Program for Public Outreach
- Schematic Designs with alternatives
- Final 11 x 17" Master Plan booklet (5 copies)
- Preliminary / Final Costs Estimate and Analysis
- In-Person and Virtual Meetings as needed.

TASK 3 – PLANS, SPECIFICATIONS and ESTIMATES: Refining Design

We will conduct more detailed studies of the preferred design incorporating all disciplines (civil, structural and electrical), altering the concepts using different best practices, models, details and methods, to evaluate and value engineer the project while performing QA/QC throughout the process. We will also complete multiple phases of submittals for review at 50%, 75%, 90% and 100% of completion.

- 3.1 Develop a digitized final site and landscape Master Plan and 3D rendering.
- 3.2 Present final plan to the City and gain approval to move on to 75%, 90%, 100% Construction Drawings.
- 3.3 DEMOLITION PLAN – Show location of all elements that require removal and offsite disposal.
- 3.4 GRADING PLAN – Show location and layout of all grading, drainage and utilities.
 - Identify areas requiring imported soil for better drainage and plant health.
 - Show new drainage patterns with slopes and compaction.
 - Identify all landscape mounds and earth shapes.
- 3.5 ELECTRICAL, LIGHTING and SOLAR LIGHTING PLAN – Lighting location and fixture type. Coordinate all electrical fixtures and play and security lighting in landscape with Electrical Engineer.
- 3.6 STRUCTURAL DETAILS and CALCULATIONS – Necessary structural calculations for footings for walls and entry monumentation.
- 3.7 CONSTRUCTION/LAYOUT PLAN – Show location of all hardscape, play areas and lighting.
 - Identify all paving locations, types, finish and detail reference.
 - Locate all existing conditions to remain including utilities.
 - Identify all material types and installation details.
- 3.8 ARCHITECTURAL VISION and ELEVATIONS FOR STRUCTURES
 - Provide review of design for restrooms, amphitheater bandstand and any additional items like sign structure or other modifications.
 - Coordinate with prefabricated structures to ensure timely delivery.
- 3.9 IRRIGATION PLAN – Irrigation plan with complete water use information including all water use calculations for all planting areas.
 - Identify all irrigation water use zones (trees, shrubs and ground cover) along with mainline, new and existing valves, point of connection and meters.
 - Show legends and identify all elements of irrigation.

WATER USE CALCULATIONS, SCHEDULING and GUIDELINES

 - Provide water use calculations identifying maximum applied water allowance and water use.
 - Develop water use schedule with seasonal adjustments along with estimated water use calcs.
- 3.10 PLANTING PLAN – Identify all plant species, water use, size and type.
 - Use drought-tolerant, low-maintenance adaptive plants and California natives where possible.
 - Provide all surface material, gravel, boulders, etc.
- 3.11 DETAIL SHEETS – Construction details of all elements.
- 3.12 SPECIFICATIONS – Book form to describe required materials, workmanship and grading, planting and irrigation techniques. Including requirements for contractor-supplied as-built drawings.
- 3.13 COST ESTIMATE – Calculations and detailed Cost Estimate to verify budget and bid documents.
 - Cost will be formatted to have estimate with several additional line items for alternate items.

3.14 SUBMITTALS – Sets of development plans for the Client; revise construction documents, as required, for approval.

- Submittal of construction drawings to Client will occur at 75%, 90% and 100%.
- Submittal of Schedule A Bid Form and Schedule B for itemized elements.
- If requested, incorporate specifications and bid form into the Client's boiler plate and general conditions to form a complete bid package.

Deliverables:

- Meetings with Staff for Review and Comments
- Construction Plans, Specifications and Details:
 - ◆ 1st Submittal – plans 50% complete, spec outline
 - ◆ 2nd Submittal – plans 75% complete, full spec review
 - ◆ 3rd Submittal – plans 90% complete, full spec review
 - ◆ Final Submittal – plans 100% complete, final spec review
 - ◆ Permits Plats, as built drawings.
- MDG Construction Drawings with all sub-consultant plans integrated
- Revised Cost Estimate
- City Plan Review

TASK 4 – BID ADMINISTRATION and CONTRACT DOCUMENTS

Coordinate bid schedule with Client Staff and throughout the bid process. It's important that Team MDG be available to walk the site with bidders, refer to RFIs and provide any additional information they need for bidding.

- 4.1 Bid Form development and refinement. Distribution of information to contractors by City.
- 4.2 Pre-Bid Meeting and Site Walk / RFIs / Addenda, if needed.
- 4.3 Bid Review by City and MDG. Award of contract by City.

Deliverables:

- RFIs and Addenda as needed
- Contract Documents

TASK 5 – CONSTRUCTION ADMINISTRATION SUPPORT – Team MDG includes local engineers and designers located in downtown Hanford that can be onsite for inspections and meetings.

Construction Administration is crucial to completing the project. The City and MDG can cooperate in project management and inspections throughout the construction process. There are key parts of the project that the design consultant needs to review and see.

- 5.1 MEETINGS – Pre-Construction and regular Progress Meetings.
- 5.2 SUBMITTAL REVIEWS – Team MDG will review and accept or deny required contractor submittals, cutsheets and samples for all disciplines; answer any RFIs.
- 5.3 SCHEDULED SITE VISITS – We feel confident that with Kyle McDonald from 4Creeks and Greg Mendonsa from Urban Tree Foundation we have ample local support to help with the administration of construction, and Greg of MDG will be on site as needed for all detailed design issues. Team MDG will participate in the following inspections: (approx. 14-20)
 - Grading, Utilities, Hardscape layout, Skate Park, Lighting, Irrigation, Planting, etc.
 - All inspections are important, but some key ones are:

- Soil preparation and grading inspections for all planting.
 - Finishes and color confirmation of materials.
 - Skate Park and all concrete layouts and detail finishes.
 - Pre-maintenance period observation and punchlist to confirm completion.
 - Final walk through/post-maintenance period punchlist.
- 5.4 Final walk and sign off on project.
- 5.5 Certificate of Completion for Construction.
- 5.6 As-Built Record Drawings.

Deliverables:

- RFIs, Submittal Acceptance, Inspections throughout construction
- Preliminary and Final Design Checklist
- As-Built Drawings – Certificate of Completion

COST SUMMARY PER TASK

TASK 1: PROJECT LAUNCH and PARK PROGRAM REFINEMENT	\$ 114,090
TASK 2: SITE ANALYSIS, MASTER PLAN, COST DEVELOPMENT and PUBLIC OUTREACH	\$ 291,410
TASK 3: PLANS, SPECIFICATIONS and ESTIMATES	\$ 493,350
TASK 4: BID ADMINISTRATION and CONTRACT DOCUMENTS	\$ 48,7400
TASK 5: CONSTRUCTION ADMINISTRATION SUPPORT	\$ 47,250
CONTINGENCY (only used upon written authorization)	\$ 50,000
TOTAL	\$ 1,044,840

OPTIONAL SERVICES

GEOTECHNICAL and ORNAMENTAL SOILS REPORTS (if needed)	\$ 8,500
CASp CERTIFIED REPORTING (if needed)	\$ TBD

If the project scope changes in a way that could cause additional work beyond this contract, Landscape Architect will dictate an addendum to Contract and notify Client prior to exceeding the estimate. Reimbursable expenses are included for deliverables noted above. Additional Services and reimbursables exceeding expectations shall be billed on an hourly rate / expense basis in accordance with MDG's Schedule of Rates.

SECTION 2 – BASIS OF COMPENSATION

Compensation due Consultant for services described in Section 1 shall be a not to exceed fee of **\$1,044,840**. Charges for Services described in Section 1 shall be billed monthly in proportion to the work completed. Client agrees to pay Consultant within thirty (30) days after the date of billing. Payments due Consultant and unpaid under this Agreement shall bear interest on the unpaid balance at a rate of 1.5% per month which is an annual percentage rate of 18%. If payment is not received within forty-five (45) days, Consultant may, at his discretion, stop work until payment is received. For Additional Services, provided under Section 3, compensation shall be on an hourly rates and expense basis in accordance with MDG's Schedule of Rates. Schedule of Rates to be provided at the time Additional Services are requested.

SECTION 3 – ADDITIONAL SERVICES

Services not described in Section 1 shall be provided if authorized in writing by Client.

Additional Services include but are not limited to:

1. Additional meeting, site visits or inspections during construction.
2. Permitting fees.
3. Construction permits will be by construction contractor.
4. Work involving environmental impact reports or initial study.
5. Civil engineering or design for off-site improvements.
6. Structural engineering reports.
7. Construction material testing such as concrete density or soil compaction tests.
8. Work involving making or processing applications for additional permits.
9. Renderings, models, computer generated animations or other forms of presentation materials, that go beyond the stipulated plans, drawings and documents outlined in Section 1.
10. Any service or reimbursable expense not included in or in excess of Section 1 that are provided by Melton Design Group, Inc. at your request or concurrence.

SECTION 4 – EXCLUDED SERVICES

These services and estimates are available on an "as-needed/upon request" basis.

1. Boundary Survey
2. SWPPP to be performed by the Contractor
3. Environmental and CEQA Studies
4. Sub-Consultant invoices and contract payment summary will not be included with MDG billing
5. Building (recreation Center, Food/Beverage, etc.) are included for Master Planning only, not part of the Construction Documents
6. Design of the art installations
7. MDG invoices are generated electronically from bookkeeping software and, as such, do not include any signature

SECTION 5 – MISCELLANEOUS PROVISIONS

1. This proposal will remain valid for the time of 6 months, after which, if a contract has not been executed, MELTON DESIGN GROUP, INC. reserves the right to revise billing rates and fee amounts.
2. If the Client deems a delay of scheduled deliveries or other due dates is needed, the Client may do so by written notice to the Consultant. Delays of six (6) months or more will result in a fee increase of 5% every six (6) months while the project is delayed.
3. This Agreement is construed and governed by the laws of the State of California. The venue for any proceeding brought by either Party with regard to any provision or obligation arising under this Agreement shall be in the County of the filing Party.
4. This Agreement is the entire and integrated agreement between Client and MDG and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and MDG.
5. If any term or provision of this Agreement is held as a matter of law to be unenforceable or invalid for

- any reason, the remainder of this Agreement shall continue in full force and effect and be enforceable without such provisions, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
6. Neither Client nor MDG shall assign this Agreement without the written consent of the other.
 7. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
 8. MDG agrees to provide its professional services with its best skill and judgement in accordance with this Agreement; Federal, State and local laws and regulations and the generally accepted Standard of Care for Landscape Architects which are in effect at the time of this Agreement in all ways to further the interest of the Client and project(s). MDG shall furnish the services in an efficient manner and shall use its best efforts to see that the project is completed in conformity with the terms of this Agreement and consistent with the interest of the Client.
 9. MDG shall use reasonable efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action and other data supplied to MDG for the project.
 10. MDG agrees that its officers and employees do not now have a conflict of interest with respect to any aspect of this Agreement and that MDG, its officers or employees, will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of services.
 11. MDG shall maintain in force throughout the term of this Agreement insurance adequate by industry standards for professional liability and comprehensive general liability to insure against any claim or claims for damage arising in connection with MDG's performance or service provided under this Agreement.
 12. Irrespective of any other term in this Agreement, MDG shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another party's errors or omissions or for another party's failure to complete their work or services in accordance with MDG's documents.
 13. Both Client and MDG agree to indemnify the other Party; its officers, directors, employees and agents; defend and hold harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except to the extent arising solely from the gross negligence or willful misconduct of either Party.
 14. Client and MDG waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. MDG's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against MDG for claims, disputes or other matters in question arising out of or relating to the Project.
 15. Neither the Client nor MDG shall have any liability for any negligent act or omission of the other, its employees, officers or agents. In no event shall either Party be liable to the other Party for indirect or consequential loss of or damage to profits, business, revenue, goodwill or anticipated savings suffered by the other Party during the term of this Agreement.
 16. To the extent damages are covered by property insurance during construction, Client and MDG waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or MDG, as appropriate, shall require of the contractors, consultants,

- agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
17. Client acknowledges and agrees that proper project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as irrigation equipment may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
 18. MDG shall maintain records of costs, expenses and billings pertaining to services performed under this Agreement in accordance with generally accepted accounting standards. Such records shall be available to the Client or the Client's authorized representative at mutually convenient times for a period of at least three (3) years after expiration or termination of this Agreement. Client shall have the right to audit and to verify the details set forth in MDG's billings, certificates and statements, either before or after payment. The terms of this paragraph shall survive any termination of the Agreement.
 19. If either Party to this Agreement institutes a proceeding in court to enforce any provision of this Agreement, or for damages by reason of any breach of this Agreement, then the Prevailing Party will be entitled to recover from the other Party all costs of the suit, including, without limitation, court costs and such amounts as the court may award as reasonable attorney's fees and expenses for services rendered to the Prevailing Party during the proceedings.
 20. MDG shall treat any Client-supplied information or information pertaining to the Client's business as confidential and shall not disclose any such information to others except as necessary for the performance of this Agreement or as authorized by the Client in writing.
 21. This Agreement may be amended by written agreement of the Parties.
 22. This Agreement may be terminated by either party with or without cause, provided the other party is given not less than five calendar (5) days' written notice of intent to terminate (delivered by certified mail, return receipt requested). Client shall pay MDG the reasonable value of services rendered by MDG or MDG sub-consultants prior to termination.
 23. Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to:
Landscape Architects Technical Committee
2420 Del Paso Road, Suite 105, Sacramento, CA 95834. (916) 575-7230

Let us know if you have any questions concerning this proposal. If the above meets your approval, please sign and return a copy.

Sincerely,



Greg Melton, President / CEO
Principal Landscape Architect RLA #4217
Melton Design Group, Inc.

2023 SCHEDULE OF RATES

MDG PERSONNEL

Principal Landscape Architect	\$195.00 / hour
Project Manager	\$155.00 / hour
Irrigation Specialist	\$140.00 / hour
Graphic Designer	\$125.00 / hour
Designer/Technician	\$105.00 / hour
Administration	\$ 90.00 / hour

REIMBURSABLE EXPENSES

B & W Copies, 8.5 X 11	\$.35 each
B & W Copies, 11 X 17	\$.60 each
Color Copies 8.5 x 11	\$ 1.40 each
Color Copies 11 X 17	\$ 2.65 each
Binding Covers 8.5 x 11	\$ 3.00 each
Binding Covers 11 x 17	\$ 6.00 each
Black & White 24x36 Print	\$ 5.75 each
Black & White 30x42 Print	\$ 8.25 each
Color 24x36 Print	\$30.50 each
Color 30x42 Print	\$45.00 each
Premium Color Glossy Plan Print	\$65.00 each
Foam Core 24" x 36"	\$13.50 each
Foam Core 30" x 42"	\$16.00 each
Flash Drive	\$ 10.00 each
Overnight Mail	Cost Plus 15%
Courier	Cost Plus 15%
Photography	Cost Plus 15%
Soils Analysis	Cost Plus 15%
Travel / Automobile	\$.75 per mile

Note: Rates subject to change after one year of proposal



I hereby authorize Melton Design Group, Inc. to proceed with the work as set forth in this contract.

Date: _____ By: _____

Print Name: _____

Title: _____

Company: _____

CONTACT INFO and EMAIL ADDRESS WHERE BILLINGS ARE TO BE SENT:

Print Name and Title: _____

Company Project # or Reference Name: _____

Phone #: _____ Email: _____

Mailing Address: _____

State / Zip Code: _____

If more than one recipient for billings, please add Email below.

Email: _____

All checks are to be mailed to: **Melton Design Group, Inc.**
820 Broadway Street
Chico, CA 95928

Billing Questions: **Teresa Walsh, Controller**
(530) 899-1616, Teresa@meltondg.com

Council Future Agenda Items				
Originated Date	Item	Originator	Staff Lead	Date Estimate
5/16/2023	Municipal Code Amendments to the Cannabis Tax Structure for non-retail businesses and the Application Process	Community Development	Jason Waters	11/7/2023
8/15/2023	Presentation to Council and review of measures that the City can take to improve the City's financial position.	Council Consensus	Various Staff	11/7/2023
8/15/2023	Municipal Code Amendments to modify the chapter related to murals and consider and adopt a policy to approve murals at the administrative level.	Council Direction	Jason Waters	11/7/2023
9/19/2023	Presentation of the final recommendations for the Utility Rate Study.	Council Direction	Chris Tavarez	11/21/2023