



City Council Meeting Agenda

December 19, 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/>

6:00 PM CALL TO ORDER STUDY 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 by Greg Burns of Thorn Run Partners, the City of Hanford's contracted federal lobbying firm, with updates on national legislative matters and discussion of possible legislation and actions that Council should be aware of for the coming year.

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Sylvia Gatson

FLAG SALUTE:

RECOGNITION:

- A. Presentation of the Annual Law Enforcement Officer of the Year Award to Officer Jorge Oroasco, by the American Legion Post 3

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: Approval of the Minutes of the October 17, 2023 Meeting
- C. City Clerk: Approval of the Minutes of the November 7, 2023, Meeting
- D. Administration: Approval of an "In-Kind" two-year Facility Lease Agreement with State Center Community College District on behalf of Valley Community Small Business Development Center (VCSBDC), for use of office space inside the Amtrak Station in exchange for providing services as the Hanford SBDC Outreach Office.
- E. Administration: Approval of the renewal and Authorization for the City Manager to execute the annual Professional Services Agreement with Thorn Run Partners for federal legislative advocacy services, effective January 1, 2024 through Dec. 31, 2024, for a monthly fee of \$5,000.
- F. IT: Authorization and Award of an agreement to AgreeYa Solutions, Inc. (Folsom, CA) for Microsoft Implementation Services and security assessment for \$59,125
- G. Community Development: Approval of the appropriation of \$36,360, from the Transportation Development Act Fund, for engineering and grant writing services to be provided by Interwest Consulting Group for the purpose of applying for the 2024 RAISE Grant for infrastructure improvements to Downtown Hanford and nearby alleys
- H. Police: Acceptance of a grant from the Federal Railroad Administration (FRA) in the amount of \$24,077, to help reduce homelessness along railways, and Amend the Police Department's operating budget by Appropriation of the same amount in the General Fund, and Authorize the City Manager to execute the grant agreement.
- I. Public Works: Public Works Engineering: Approval of Final Map, Subdivision Agreement and acceptance of Easements for Tract No. 881, Unit No. 1 near the Southwest of Hume Ave, and Alpine Ave.
- J. Public Works: Approval of an emergency Purchase Order (PO) 22400418 for emergency well repair at well #35, located at fire station #1, to Valley Pump & Dairy Systems Inc. from Armona, CA in the amount of \$153,279.14 for emergency repairs due to breaks in

the well casing.

- K. Public Works: Public Works: Approval of the Notice of Completion for Tract No. 928 Unit No. 3, located near the Southeast corner of Centennial Drive and Fargo Avenue, in the City of Hanford, and Authorization for the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.
- L. Finance: Review and Approval of the Annual Report for Development Impact Fees pertaining to City of Hanford Impact Fees for Parks, Circulation, Fire Protection, Police Protection, Storm Water System, Water System, Wastewater System, and Refuse/Recycling for fiscal year ending June 30, 2023.

COUNCIL REQUESTS/REPORTS:

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:

December 25 & 26: City offices will be closed in observance of Christmas

January 1 & 2: City offices will be closed in observance of New Year's Day

January 16: 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: 12/19/2023	AGENDA SECTION: STUDY SESSION
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SUBJECT:

Presentation by Greg Burns of Thorn Run Partners, the City of Hanford's contracted federal lobbying firm, with updates on national legislative matters and discussion of possible legislation and actions that Council should be aware of for the coming year.

RECOMMENDATION:

Recommendation: That the City Council receive the presentation and provide direction related to the firm's lobbying efforts on behalf of the City of Hanford.

Recommended Motion:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

None



AGENDA STAFF REPORT

MEETING DATE: 12/19/2023	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Approval of the Minutes of the October 17, 2023 Meeting

RECOMMENDATION:

Recommendation:

Recommended Motion:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

1. 10.17.2023 Minutes



City Council Regular Meeting Minutes

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

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

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

ROLL CALL BY THE CITY CLERK:

Present:	Absent:
Council Member Mark Kairis Council Member Travis Paden Council Member Kalish Morrow Council Member Diane Sharp Council Member Lou Martinez	

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.*

Dennis Ham asked for clarification regarding making a public comment as city commissioner. He also questioned the process of selecting a chair and vice chair person.

Bob Ramos questioned voting during the study session. He asked for clarification regarding special meetings and study sessions.

Mark Pratter stated that he was unable to view the agenda online due to the internet being down in the area he lives in. The Council and staff addressed his concerns.

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

City Manager Cifuentez presented the Council Handbook with the proposed amendments for the Council's review and direction. Council Members Sharp, Kairis and Morrow spoke in favor of the Handbook as presented. The Council and the city attorney addressed the public comments regarding voting during a study session. Staff also presented a draft Commissioner's Handbook for the Council's review and feedback. After much discussion, the Council directed staff to

move forward with the Council Handbook. The Council also directed staff to bring back the commissioner's handbook for a future study session discussion.

Mayor Paden adjourned to the closed session at 6:04 p.m.

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:

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

ROLL CALL:

Present:	Absent:
Council Member Mark Kairis Council Member Travis Paden Council Member Kalish Morrow Council Member Diane Sharp Council Member Lou Martinez	

INVOCATION:

The invocation was led by Pastor Bud Haskell.

FLAG SALUTE:

The flag salute was led by Hanford West High School's ASB Executive President, Lauren Escola.

RECOGNITION:

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

Mayor Paden presented a certificate of recognition to Daniel Coakley. He also presented proclamations to Tulare Kings Right to Life and Kings County Special Olympics for Down Syndrome Awareness Month.

COUNCIL REPORTS/GENERAL REPORTS:

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

The Council discussed the meetings and events they attended. Vice Mayor Kiaris discussed the Hume Ave and Shepard Dr. homeless camp. City Manager Cifuentez provided staff updates and introduced the Interim Police Chief, Jack Amoroso.

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.

Amy Minor thanked the Council for tabling and the discussion regarding the field permitting policy and fees.

Bob Ramos commented on the dark areas in Civic Park and expressed his concerns for the public's safety.

Sharon (she did provide her last name), thanked Vice Mayor Kairis for his response to her concerns about the homeless.

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.

City Manager Cifuentez requested that item G be pulled for separate discussion.

Motion to approve except for the items pulled for separate discussion.

RESULT:	Passed (UNANIMOUS)
MOVER:	Council Member Diane Sharp
SECONDER:	Council Member Mark Kairis
AYES:	Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

- 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.

PULLED CONSENT ITEMS:

- A. 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

[Item G]

City Manager Cifuentez requested the addendum be tabled and brought back to the Council at a future meeting for discussion and direction.

Motion to Table.

RESULT:	Passed (UNANIMOUS)
MOVER:	Council Member Mark Kairis
SECONDER:	Council Member Lou Martinez
AYES:	Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

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”).

Mayor Paden opened the public hearing at 7:30 p.m. City Attorney Megan Dodd presented the staff report for the Council's review and consideration. Ms. Dodd also clarified one error in the staff report: the property was not in escrow due to liens on the property.

Public Comment:

IN-FAVOR:

None

OPPOSED:

Steven Alfieris of Dias Law Firm, spoke in opposition and expressed his concerns regarding the city's evaluation.

Mayor Paden closed the public hearing at 7:38 p.m.

Motion to Approve

RESULT:	Passed (UNANIMOUS)
MOVER:	Council Member Mark Kairis
SECONDER:	Council Member Diane Sharp
AYES:	Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

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.

Senior Planner Gabrielle Myers discussed the project and answered questions from the Council. Staff was unable to recommend the applicant's proposal for approval because it did not fully comply with the city's requirements. Staff presented alternative recommendations for the Council's review. After a brief discussion of the Council's authority to amend the motion, Council Member Morrow discussed updating the design requirements at a future meeting, and spoke in favor of the proposed materials.

Motion to approve 23-41-R with the amendment to remove conditions 3 and 4 subject to review and approval by staff.

RESULT:	Passed (UNANIMOUS)
MOVER:	Council Member Mark Kairis
SECONDER:	Council Member Kalish Morrow
AYES:	Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

- 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).

City Engineer Lisa Dock discussed the project for the Council's review and consideration. Staff answered questions from the Council. Richard Sazama, Director of Capital Projects at Valley Strong Credit Union, discussed the utility easement.

Motion to Approve.

RESULT: Passed (UNANIMOUS)
MOVER: Council Member Kalish Morrow
SECONDER: Council Member Lou Martinez
AYES: Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez
ABSTAIN: Diane Sharp

- 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.

Parks and Community Services Director Brad Albert discussed the contract and the process of the final proposal. Staff answered questions from the Council. Melton Design Group representatives, Greg Mendonsa and Ryan Riedlinger were in attendance to answer questions from the Council. After a brief discussion, Council Member Sharp made the motion to approve.

Motion to Approve.

RESULT: Passed (UNANIMOUS)
MOVER: Council Member Diane Sharp
SECONDER: Council Member Kalish Morrow
AYES: Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden

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

It was a consensus of the Council to direct staff to bring back a study session to review the historical overlay design requirements, brought forth by Council Member Morrow.

Council Member Martinez requested an update on the downtown improvement survey, Hidden Valley Park and the cannabis tax revenue.

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:

Mayor Paden adjourned the meeting at 8:38 p.m.

Respectfully submitted,

Natalie Corral
City Clerk



AGENDA STAFF REPORT

MEETING DATE: 12/19/2023	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Approval of the Minutes of the November 7, 2023, Meeting

RECOMMENDATION:

Recommendation: That the Council, by motion, approve the minutes of the November 21, 2023, meeting.

BACKGROUND:**FISCAL IMPACT:****ATTACHMENTS:**

1. 11.7.2023 Minutes



City Council Regular Meeting Minutes

November 7, 2023 7:00 PM
Council Chambers
400 N. Douty St.

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

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

ROLL CALL BY THE CITY CLERK:

Present:	Absent:
Council Member Travis Paden Council Member Mark Kairis Council Member Lou Martinez Council Member Kalish Morrow	

PUBLIC COMMENT:

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Bob Ramos commented on public safety and questioned the city's cannabis revenue. He also provided his recommendation for a tax measure.

STUDY SESSION:

A. Presentation by the Carnegie Museum of Kings County regarding their 2023 Exhibits and Collections and ongoing efforts to restore the Historic Carnegie Library building.

Carnegie Museum President Jack Schwartz provided a brief update and Board Member Rob Bently discussed the Carnegie's partnerships, exhibits, events, community involvement, facility rentals, and future programs. The Council commented on their recent events and commended the board members and volunteers for their efforts. Mr. Schwartz answered questions from the council. Council Member Sharp spoke in support of the agreement that is on the consent calendar for the council's approval. She also questioned if the organization was planning to purchase the property. Mr. Schwartz addressed her questions. No action was taken, and the presentation was for informational purposes only.

B. Presentation to Council and review of measures that the City of Hanford can take to improve the City's financial position and direction to staff as appropriate.

Finance Director Chris Tavarez discussed the city's financial health and introduced potential revenue measures for the council's review and direction. The Council provided their feedback and staff answered questions from the Council. During the discussion, City Manager Cifuentez addressed the Council's questions regarding the development of Hidden

Valley Park, and staff will bring back a future agenda item for the Council's review. After much discussion, the Council directed staff to bring back a presentation of potential sales tax measures and the elements related to that process for the Council's review and direction.

Mayor Paden adjourned to the study session at 5:50 p.m.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. CONFERENCE WITH LEGAL COUNSEL-PROPERTY NEGOTIATIONS (GC 54956.8)
Property: 330 N. Harris Street
Agency Negotiators: Mario Cifuentez and Ty Mizote
Negotiating Party: Great Valley Holdings, LLC

- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC 54957)
TITLE: City Manager

CALL TO ORDER REGULAR SESSION:

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

ROLL CALL:

Present:	Absent:
Council Member Travis Paden Council Member Mark Kairis Council Member Lou Martinez Council Member Kalish Morrow Council Member Diane Sharp	

INVOCATION:

The invocation was led by Shannon Brown.

FLAG SALUTE:

The flag salute was led by Sierra Pacific's ASB President, Brayden Lowe.

RECOGNITION:

- A. Recognition of Officer Mark Carillo for creating trauma bags for all the local schools and training the school's staff on proper use of the bags.

The Police Department recognized Officer Mark Carillo for creating trauma bags for the local schools.

COUNCIL REPORTS/GENERAL REPORTS:

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

The Council discussed the meetings and events they attended, and City Manager Cifuentez provided a staff update.

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.

Bob Ramos commented on the action taken by the Council during a study session for the downtown project. He also commented on a letter sent to the City Attorney from District Attorney Sara Hacker regarding that action.

Kimber Reagan asked for clarification about voting during a study session. The City Attorney responded to her question. She also suggested that the council not take action during the study session.

Rusty Brookshire commented on voting during a study session.

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.

City Manager Cifuentez requested that item F be pulled for clarification and separate discussion.

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

RESULT:	Passed (UNANIMOUS)
MOVER:	Council Member Diane Sharp
SECONDER:	Council Member Mark Kairis
AYES:	Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

- A. Procedural Waiver: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.
- B. City Clerk: Approval of the Minutes of the October 3, 2023 Meeting
- C. City Clerk: Appointment of Judy Scott to the Parks and Recreation Commission's unscheduled vacancy with a term ending on 12/31/2024.
- D. City Clerk: Adoption of Resolution 23-45-R, amending the city's email correspondence retention period from three (3) years to two (2) years.
- E. Administration: Adoption of Resolution 23-46-R, amending the Handbook of Rules and Procedures to include various amendments as recommended by Council.
- F. Public Works: Approval of the Notice of Completion of the FY 23 Double Fiberized Micro Surface Treatment Project, for a total contract price of \$484,753.00, by Pavement Coatings Company, 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 a contract with Janitorial Inc. at the rate of \$42,036 for the remainder of 2023 and \$43,176 for 2024 to provide janitorial services at the Police Department buildings.
- H. Police: Authorization to accept the Homeland Security Grant from the County of Kings in the amount of \$55,448, and an amendment to the Police Department's operating budget to recognize the grant, appropriation of \$55,448 in the General Fund for the Police

Department, and authorization for the City Manager to execute the grant agreement.

PULLED CONSENT ITEMS:

- A. Administration: Approval of Amendment No. 3 of the License Agreement between the Carnegie Museum of Kings County and the City of Hanford to extend the term of the agreement until December 31, 2024.

[Item F]

Requested to be pulled by the City Manager.

City Manager Cifuentez addressed the error in the term date and clarified that the city's maintenance contribution amount was increased to \$10,000.

Motion to Approve

RESULT:	Passed (UNANIMOUS)
MOVER:	Council Member Lou Martinez
SECONDER:	Council Member Diane Sharp
AYES:	Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

GENERAL BUSINESS:

- A. Presentation from Lechowicz & Tseng Municipal Consultants on the Rate Study for water, wastewater and storm drain rates and Council direction to staff and consultants to commence with the Proposition 218 process and set the Hearing Date & Time for January 16, 2024 at 7pm for the proposed rate increases.

Lechowicz & Tseng Municipal Consultant Allison Lechowicz, discussed the Rate Study for the Council's review and direction. The public hearing is scheduled to be held on January 16, 2023. If approved, the new rates will go into effect on February 1, 2024. Ms. Lechowicz and staff answered questions from the Council.

Motion to Approve

RESULT:	Passed (UNANIMOUS)
MOVER:	Council Member Kalish Morrow
SECONDER:	Council Member Diane Sharp
AYES:	Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

COUNCIL REQUESTS/REPORTS:

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

The Council directed staff to bring back a study session discussion regarding the creation of a Community Facility District (CFD) to fund the expansion of Hidden Valley Park and city wide park maintenance.

During this time, the Council agreed to cancel the November 21, 2023, City Council meeting due to the holiday and staff availability. Also, Council Member Martinez expressed some concerns regarding China Alley and pedestrian safety on Philips Street and Third Street. He asked that staff to look into it.

B. Upcoming Events and Important Dates:

November 8: Community Meeting with the Mayor and Vice Mayor, in the City Hall Training Room 6:00 p.m. - 7:30 p.m. [More info](#)
November 10: Holiday, city offices will be closed
November 21: Regular City Council Meeting
November 23 & 24: Holiday, city offices will be closed

ADJOURNMENT:

Mayor Paden adjourned the meeting at 8:14 p.m.

Respectfully submitted,

Natalie Corral
City Clerk



AGENDA STAFF REPORT

MEETING DATE: 12/19/2023	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Approval of an "In-Kind" two-year Facility Lease Agreement with State Center Community College District on behalf of Valley Community Small Business Development Center (VCSBDC), for use of office space inside the Amtrak Station in exchange for providing services as the Hanford SBDC Outreach Office.

RECOMMENDATION:

Recommendation: That the City Council, by motion, approve the Facility Lease Agreement with Valley Community Small Business Development Center (VCSBDC), for office space inside the Amtrak Station to serve as Hanford SBDC Outreach Office.

BACKGROUND:

Earlier this year, the City of Hanford staff contacted representatives with the Valley Community Small Business Development Center (VCSBDC) about the possibility of providing free workshops for small business owners and residents interested in learning more about starting a small business. VCSBDC provides such services in Kings, Tulare, Fresno and Madera counties. The organization's director was thrilled at the prospect of having a larger presence in Hanford and Kings County, and on August 29, the first workshop was held inside the City Hall Training Room. Two (2) additional workshops have taken place since then.

VCSBDC workshops held to date:

- August 29, 2023: The Basics of Starting a Successful Small Business
- October 24, 2023: Creating the Best Business Plan...For You!
- December 12, 2023: Small Business Financing

Outside of the workshops, VCSBDC's director also expressed interest in finding space for a satellite outreach office in Hanford (VCSBDC is located at Clovis Community College). The outreach office would be utilized for one-on-one counseling and/or technical assistance to entrepreneurs and small business owners in Hanford. However, VCSBDC advised they did not have the financial resources to rent office space in Hanford, and as such, needed space free of charge. As a solution, the City proposed that VCSBDC occupy Suite E inside the Amtrak Station, one (1) of two (2) vacant offices located on the south side of the building.

While VCSBDC is not able to pay rent to the City, it was determined that the annual value of VCSBDC's services (including workshops and consulting) exceeds the cost of rent if the City were to

charge an amount similar to the previous lease (approximately \$4,700 per year). The value of VCSBDC's services is \$7,500 per year and is detailed more in Exhibit B.

The VCSBDC lease will begin on January 1, 2024 and expire on December 31, 2025. VCSBDC will also be responsible for maintaining the common area outside of their office, shown in red on Exhibit A.

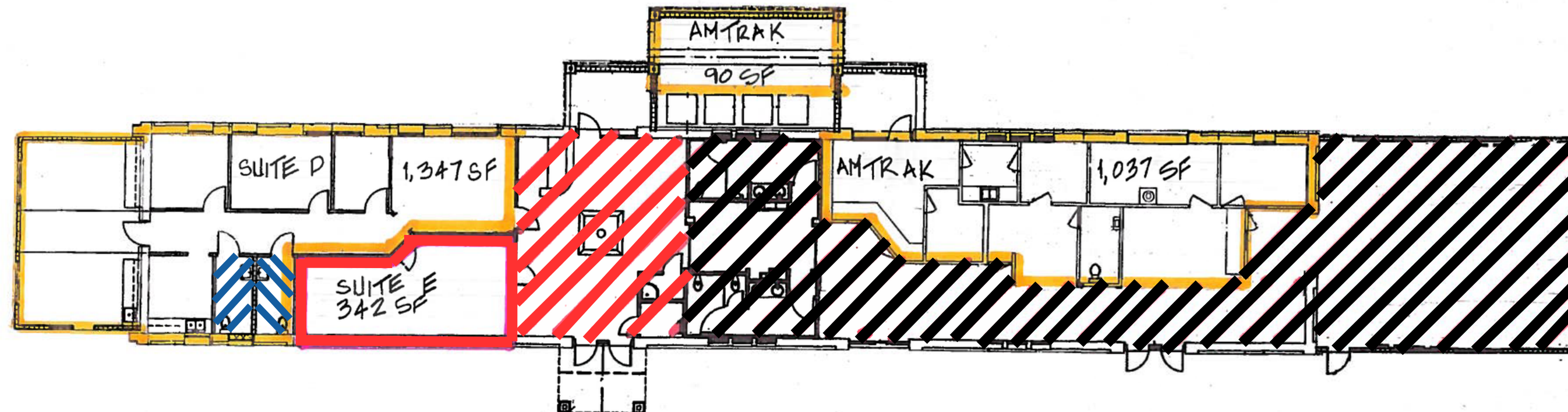
FISCAL IMPACT:

None

ATTACHMENTS:

1. Exhibit A - City of Hanford SBDC Outreach Office
2. Exhibit B - City of Hanford SBDC Outreach Office
3. Flyer for most recent SBDC small business workshop
4. Small Business Development Center Lease (Final)

EXHIBIT A



LEGEND

-  = COMMON AREA 2,950 SF MAINTAINED BY AMTRAK
-  = COMMON AREA MAINTAINED BY VALLEY COMMUNITY SMALL BUSINESS DEVELOPMENT CENTER
-  = BATHROOMS TO BE MAINTAINED BY VALLEY COMMUNITY SMALL BUSINESS DEVELOPMENT CENTER*
 - *Until adjacent office space is leased
 - *SBDC to be provided key for use of bathrooms

Exhibit B

Valley Community Small Business Development Center (VCSBDC) agrees to conduct the following annual activities that demonstrate our commitment to, and the corresponding dollar value of \$7,500.00, occupying the property stated in this Lease Agreement as an outreach office.

1. Conduct a minimum of four in-person small business development workshops for entrepreneurs and small business owners in Hanford. 4 x \$250.00 per workshop = \$1,000.00.
2. Provide a minimum of 100 hours of one-on-one counseling and/or technical assistance to entrepreneurs and small business owners in Hanford. 100 x \$65.00 per hour = \$6,500.00.

Total financial commitment allocated for the Hanford SBDC Outreach Office per year: \$7,500.00.



SMALL BUSINESS FINANCING

FREE WORKSHOP

TOPICS COVERED

- Types of Small Business Financing
- What It Takes to Qualify
- Sources of Assistance
- and More!

REGISTER

<https://bit.ly/smbizhanford>

Date: December 12, 2023
Time: 5:30pm - 7:30 pm
Hanford City Hall (Training Room)
319 N. Douty St.
Hanford, CA 93230



LEASE AGREEMENT

* * * * *

This Lease Agreement (“**Lease**”) is made effective on the 1st day of January, 2024, by and between the CITY OF HANFORD, a municipal corporation (hereinafter referred to as “**Landlord**”), and the State Center Community College District on behalf of Valley Community Small Business Development Center, (hereinafter referred to as “**Tenant**”).

In consideration of the terms contained in this Lease, Landlord and Tenant agree to the following:

1. **PREMISES**

Landlord hereby leases to Tenant the premises outlined in red on the attached site plan, a copy of which is attached hereto as Exhibit “A” incorporated herein by reference, consisting of approximately 390 square feet and the parking area adjacent thereto (collectively “**Premises**”), more commonly known 200 Santa Fe Street, Suite “___”, Hanford, California 93230.

2. **TERM OF LEASE**

The term of this Lease shall commence on January 1, 2024 and end at 11:59 p.m., December 31, 2025 (“**Expiration Date**”); provided however, Tenant may terminate this Lease prior to the expiration of the term by providing Landlord with thirty (30) calendar days prior written notice. If Tenant continues to occupy the Premises after the Expiration Date, this Lease shall continue on a month-to-month basis on the terms set forth in this document.

3. **RENT**

Tenant will not be required to pay rent. In lieu of the payment of rent, Tenant will provide the services described herein.

4. **USE OF PREMISES AND TAXES**

A. **Permitted Use:**

Tenant shall use the Premises for the purposes described in the attached Exhibit “B,” which is incorporated herein by reference, and for no other purpose. As partial consideration for Tenant’s right to occupy the Premises, Tenant shall provide those services more particularly described in the attached Exhibit “B” to businesses and residents of the City of Hanford free of charge.

B. **Prohibited Uses:**

When using the Premises for the permitted purpose stated in Section 4.A. above, Tenant shall not: (i) use the Premises in violation of any law, ordinance, or regulation; (ii) do or allow anything that will invalidate, cause cancellation of, or increase the cost of Landlord’s fire and

extended coverage or any other insurance policy covering the Premises; or (iii) use the Premises in a way that creates a nuisance or which causes damage to the Premises or any other property.

C. TAXES AND ASSESSMENTS

- (1) Tenant understands and agrees that: (i) this Lease may create a possessory interest in Tenant which may be subject to property taxes; (ii) the personal property of Tenant may be subject to property taxes; and (iii) this Lease may be subject to property taxes. Tenant shall pay all such taxes before they become delinquent.
- (2) If any taxes are charged to Landlord or Landlord's property as a result of Tenant's personal property, trade fixtures, or possessory interest in the Premises, or if the assessed value of the Premises is increased due to the value of Tenant's property or trade fixtures, Tenant shall, on demand, immediately pay Landlord amounts equal to the increased or new taxes caused by Tenant. Tenant's duty to pay increased or new taxes charged to Landlord or Landlord's property shall continue as long as this Lease remains in effect.

5. TENANT IMPROVEMENTS

A. Tenant may install or construct improvements at the Premises and the Common Area, which is identified in Exhibit "A," only after receiving Landlord's written approval. Work approved by Landlord must be done in full compliance with all laws, ordinances, and regulations.

B. Fixtures installed at the Premises by Tenant will not be removed by Tenant at the expiration or termination of this Lease unless Landlord instructs Tenant in writing to remove Tenant's fixtures. If Landlord requires the removal of Tenant-installed fixtures, Tenant will promptly repair any damage to the Premises and the Common Area caused by the removal of Tenant's fixtures.

C. Tenant will be solely responsible for maintaining, repairing, and improving the Premises and the Common Area so they comply with the Americans With Disabilities Act of 1990 (ADA) and related regulations. Landlord will not be required to install any improvements that may be required under the ADA.

D. Tenant shall keep the Premises, the Common Area, and all improvements located at the Premises and Common Area free from liens.

E. All of Tenant's improvement work will be done at Tenant's sole cost. Landlord will not be responsible for any costs associated with Tenant's improvements.

F. Tenant will not change the security features of the Premises or the Common Area, including, without limitation, door locks, unless Tenant obtains Landlord's written approval.

G. Tenant shall not place on the windows, doors, exterior walls, walkways, or roof of the Premises or the Common Area any signs, advertisements, banners, or any other similar item without Landlord's prior written consent, which may be withheld at Landlord's sole discretion.

6. TENANT'S MAINTENANCE, REPAIR, AND UTILITIES

A. Tenant shall, at Tenant's sole cost and expense, keep the Premises and the Common Area in good condition and repair and will return the Premises and the Common Area to Landlord in such condition when this Lease ends. Landlord and Tenant acknowledge that Tenant's responsibility to maintain the Common Area is partial consideration for Tenant's right to occupy the Premises.

B. If Tenant or an employee of Tenant causes damage to any portion of the Premises or the Common Area, Tenant will promptly notify Landlord in writing and will be solely responsible for promptly repairing such damage.

C. Landlord shall have no obligation to maintain, repair, or improve the Premises or the Common Area. Tenant waives its rights under law regarding any Landlord duty to maintain, repair, and improve the Premises and the Common Area.

D. Although Landlord will have no duty to maintain, repair, or improve the Premises or Common Area, Landlord or Landlord's contractor may enter the Premises or Common Area to conduct the necessary work if Tenant fails to satisfy its duties under Section 6.A. above. Tenant will, in accordance with Section 11.B. below, pay Landlord for any costs incurred by Landlord for such work.

E. Tenant states that Landlord has made no promises regarding the condition of the Premises or the Common Area. Tenant has inspected the Premises and the Common Area and accepts them in their current AS-IS condition.

F. Tenant shall be solely responsible for promptly paying for all utility services that Tenant utilizes at the Premises.

7. INSURANCE

A. Tenant will, during the term of this Lease, maintain insurance coverage which shall be at least as broad as:

- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than TWO MILLION AND

NO/100 DOLLARS (\$2,000,000) per occurrence and FOUR MILLION AND NO/100 DOLLARS (\$4,000,000) aggregate.

- (2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Tenant has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage
- (3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

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

B. Tenant's insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) Landlord and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy. General liability coverage can be provided in the form of an endorsement to Tenant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to Landlord and its officers, officials, employees or volunteers.
- (2) For any claims related to this Lease, Tenant's insurance coverage shall be the primary insurance as respect to Landlord and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Landlord and/or its officers, officials, employees, or volunteers shall be in excess of Tenant's insurance and shall be non-contributory.
- (3) Each insurance policy required above shall provide that coverage shall not be canceled, except with written notice to the City.

C. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

D. Tenant shall furnish Landlord 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 Landlord before

Tenant takes possession of the Premises. However, failure to obtain the required documents prior to Tenant taking possession of the Premises shall not waive Tenant's obligation to provide them. Landlord reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

F. Tenant shall obtain, at Tenant's sole cost, insurance coverage on Tenant's property and improvements at their full replacement value. Landlord will not be responsible for obtaining insurance on Tenant's property and improvements.

8. LIABILITY

A. Landlord will not be liable for and Tenant shall indemnify, defend, and hold Landlord and Landlord's officers, officials, employees, and volunteers harmless from any and all injuries, damages, losses, penalties, costs (including attorneys' fees), expenses, liabilities, claims, and causes of action resulting from:

- (1) Tenant's use of the Premises and the Common Area;
- (2) Tenant's breach of this Lease;
- (3) Any act or omission of:
 - (a) Tenant or its employees, customers, invitees, or contractors;
 - (b) Landlord or its officers, officials, employees, or volunteers, with the exception of gross negligence and intentional misconduct; or
 - (c) Any member of the public;while on or about the Premises or the Common Area; or
- (4) The condition of the Premises or the Common Area.

B. The provisions of this Section 8 shall survive the termination of this Lease.

9. ASSIGNMENT

Tenant shall not voluntarily or involuntarily assign this Lease or sublease any portion of the Premises.

10. ENTRY BY LANDLORD

Landlord and its authorized representatives shall, during Tenant's regular business hours, have the right to enter and inspect the Premises; provided however, such inspection shall not unreasonably interfere with Tenant's operations.

11. DEFAULT AND REMEDIES

A. Tenant Acts Constituting a Default: Any and all of the following shall constitute a default under this Lease:

- (1) Breach of any non-monetary provision of this Lease;
- (2) The abandonment of the Premises by Tenant for five (5) consecutive business days or more; or
- (3) Tenant's failure to pay any amount required under this Lease within ten (10) calendar days of the due date.

B. Landlord Remedies:

- (1) If Tenant breaches this Lease, Landlord shall have any and all remedies that may be available in law and equity, including, without limitation, the right to terminate this Lease and sue Tenant for the amount(s) owed by Tenant.
- (2) Upon ten (10) calendar days' prior written notice to Tenant, Landlord may enter the Premises and/or the Common Area and cure any Tenant breach at Tenant's cost; provided however, Landlord will not be required to give written notice if the condition of the Premises and/or the Common Area threatens the public's safety. If Landlord incurs any expense to cure a Tenant breach, the expenses incurred by Landlord shall be immediately payable by Tenant and will bear interest at the rate of ten percent (10%) per year from the date the cost is incurred by Landlord.

C. Landlord's Default:

- (1) Except as otherwise provided in Section 11.C.(2) below, Landlord shall be in default if it fails to perform any provision of this Lease and the breach is not cured within thirty (30) calendar days after written notice has been given by Tenant to Landlord.

- (2) If the Landlord's breach cannot be reasonably cured within the thirty (30) calendar day period, Landlord shall not be in default if Landlord commences to cure the breach within the thirty (30) calendar day period and diligently and in good faith continues to cure the breach.

12. 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 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:

- | | |
|---|---|
| (a) In the case of Landlord:
City Manager
City of Hanford
319 N. Douty Street
Hanford, California 93230 | (b) In the case of Tenant:
State Center Community College
District on behalf of Valley
Community SBDC
1171 Fulton St., Fresno, CA 93721 |
|---|---|

13. WAIVER OF BREACH

Landlord's failure to strictly enforce this Lease shall not be a waiver of any of Landlord's rights, nor shall any custom or practice which may develop between Landlord and Tenant become a waiver of Landlord's right to require Tenant's full performance under this Lease. Landlord's waiver of a breach in one (1) instance shall not constitute a waiver of the same or similar breaches occurring later. Only a written notice from Landlord to Tenant shall serve as Landlord's waiver of its rights under this Lease.

14. ATTORNEY'S FEES

In the event of any lawsuit between Landlord and Tenant regarding this Lease, the prevailing party in the lawsuit shall be entitled to receive its reasonable attorneys' fees and costs.

15. TIME OF ESSENCE

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

16. SEVERABILITY

If any term of this Lease is held by a court to be invalid, void, or unenforceable, the remainder of the provisions of this Lease shall remain in full force and effect.

17. PRIOR AGREEMENTS, AMENDMENTS

This Lease contains the entire agreement regarding Landlord's and Tenant's duties and rights regarding Tenant's lease of the Premises. Any verbal promises made by either party shall be binding only if they are set forth in this Lease. In order to be enforceable, changes to this Lease must be in writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in Hanford, California.

TENANT

State Center Community College District on behalf of
Valley Community Small Business Development Center

Dated: _____, 2023

By: _____
W. Andrew Dunn
Interim Vice Chancellor, Finance and
Administration

LANDLORD

CITY OF HANFORD

Dated: _____, 2023

By: _____
MARIO A. CIFUENTEZ, II
City Manager



AGENDA STAFF REPORT

MEETING DATE: 12/19/2023	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Approval of the renewal and Authorization for the City Manager to execute the annual Professional Services Agreement with Thorn Run Partners for federal legislative advocacy services, effective January 1, 2024 through Dec. 31, 2024, for a monthly fee of \$5,000.

RECOMMENDATION:

Recommendation: That the City Council, by motion, Renew the Annual Contract and Authorize the City Manager to execute the annual Professional Services Agreement with Thorn Run Partners for federal legislative advocacy services, effective January 1, 2024 through Dec. 31, 2024, for a monthly fee of \$5,000.

Recommended Motion:

BACKGROUND:

Greg Burns of Thorn Run Partners (TRP) has been the City's federal lobbyist since Early 2021. Thorn Run partners was founded in 2010 as a Bipartisan lobby shop and has grown to a 35-person government affairs and strategic communications firm. TRP represents over 35 local governments in CA, FL, KS, OR, and TX and has represented some for almost 20 years. Their clients include large and urban communities to small, rural areas. In California, they currently represent Pismo Beach, Visalia, Del Norte County. They handle a wide variety of complex issues and projects.

During 2023, the firm worked with staff on several Federal matters. Their Grant Writer worked with staff to submit an application for grant funding to fund the environmental and design phases of the Grangeville Blvd. rail crossing project. Ultimately, the City was not awarded the grant but the firm was successful in getting a debrief session for staff that will help staff to modify the application for the upcoming next round of the RAISE grant program.

More importantly, their efforts to gain bipartisan support in both the House and Senate resulted in the inclusion of a FY24 appropriation of over \$7.3mil to fund the remainder of the East Lacey corridor improvements. Additionally, they have advised staff on a variety of other grant opportunities and other legislative issues of importance

Mr. Burns and Thorn Run Partners have been very responsive and proven to be valuable partners in the City's efforts to establish contacts and gain insights from various federal agencies and officials on matters affecting the City. The City Manager, Mario Cifuentez, works directly with Mr. Burns and Thorn Run staff on federal legislative matters and their work warrants the renewal of this annual

contract.

FISCAL IMPACT:

The annual cost of the contract, \$60,000, is approved in the City Manager's budget as part of the 2023/24 Council-adopted budget.

ATTACHMENTS:

1. Hanford - TRP Agreement 2024



**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF HANFORD, CALIFORNIA AND
THORN RUN PARTNERS, LLC**

The following is an agreement between the City of Hanford, California, hereinafter referred to as “City”, and the firm THORN RUN PARTNERS LLC, a Washington, DC based firm, hereinafter referred to as “TRP”.

WHEREAS, TRP has duly qualified experts in the field of Federal budget and appropriations processes, grant programs, and regulatory and legislative issues; and

WHEREAS, in the judgment of the City, it is necessary and desirable to employ the services of the TRP to assist the City with advocating before the Federal government on its behalf.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I- SPECIFIC PROVISIONS

- A. GENERAL SCOPE OF WORK: TRP will advise and provide Federal government relations services to the City on issues as listed below in Subsection B, and work with appropriate policy makers in the United States Legislative Branch and Executive Branch to facilitate the City’s agenda.
- B. SERVICES TO BE PROVIDED: TRP will advocate for, pursue, consult, and advise, as requested, on Federal budget and appropriations processes, Federal grant program and Federal regulatory matters including, but not limited to:
 - 1. Obtaining Federal funding for the City’s priority projects and programs;
 - 2. Maintaining direct and frequent contact with key United States Senators and Representatives; and
 - 3. Advocating for the City’s interests during the United States legislative and regulatory process.
- C. PAYMENT: TRP’s compensation for the services provided hereunder shall be \$5,000.00 per month. The monthly \$5,000.00 fee invoice shall be submitted by TRP at the first of each month, beginning on January 1, 2024. The monthly fee shall be inclusive of all expenses.
- D. KEY PERSONNEL: TRP has represented to the City that Greg Burns will serve as the principal of TRP’s services, in the performance of TRP’s duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II- GENERAL PROVISIONS

- A. ASSIGNMENT AND DELEGATION: Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. STATUS OF TRP: The parties intend that TRP, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. TRP is not to be considered an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the City provides its employees.

C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bill, and payments shall be made in writing and may be given by personal delivery, by mail or by e-mail. Notices, bills and payments shall be addressed as follows:

City of Hanford:
Mario Cifuentez
City Manager
315 North Douty Street
Hanford, CA 93230
mcifuentez@cityofhanfordca.com

TRP:
Greg Burns
Thorn Run Partners, LLC
100 M Street, SE – Ste. 750
Washington, DC 20003
gburns@thornrun.com

- D. NON-DISCRIMINATION: TRP shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. TERMS OF AGREEMENT: This Agreement shall be effective on January 1, 2024 and shall terminate on December 31, 2024, or upon 30 day's written notice by either party with or without cause. The agreement may be extended by mutual agreement of both parties.
- F. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions, or addendum to this Agreement shall be valid unless in writing and signed by both the TRP and the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____.

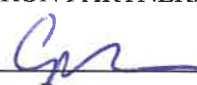
WITNESSES:

CITY OF HANFORD, CALIFORNIA

By: _____
Mario Cifuentez, City Manager

WITNESSES:

THORN RUN PARTNERS, LLC

By:  _____
Greg Burns, Partner







AGENDA STAFF REPORT

MEETING DATE: 12/19/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Authorization and Award of an agreement to AgreeYa Solutions, Inc. (Folsom, CA) for Microsoft Implementation Services and security assessment for \$59,125

RECOMMENDATION:

Recommendation: Authorization and Award of an agreement to AgreeYa Solutions, Inc. (Folsom, CA) for Microsoft Implementation Services and security assessment for \$59,125

Recommended Motion: I move to Authorize and Award an agreement to AgreeYa Solutions, Inc. (Folsom, CA) for Microsoft Implementation Services and security assessment for \$59,125

BACKGROUND:

The City issued a Request for Proposal 2024-01 issued July 14, 2023 and closed September 1, 2023 for Microsoft 365 Implementation Services. A total of 23 proposals were received and scored by an evaluation committee.

AgreeYa was identified as the top scorer and staff commenced discussion and negotiations with the firm on a final scope of work based on the needs of the City. The scope of work includes all necessary tasks to assist staff in implementation of Microsoft 365 including Exchange Online, SharePoint Online, OneDrive, Microsoft Teams and a security assessment at a cost of \$59,125.

Staff and AgreeYa have carefully gone through the requirements given in the RFP document and after having the clear understanding through the Addendum #1, dated 7/28/2023 the City is seeking implementation and configuration of the City's new Microsoft 365 Tenant. Also, the City requires a Readiness Assessment of the existing infrastructure including gathering and documenting requirements in an AS-IS Assessment Report, developing a Training and Communication plan and executing against this plan. It is expected that this will be a multi-phase approach with a transition to Exchange online, without loss of the service with adequate Training and Communication plan.

The company has a proven track record of successful projects with other companies including other cities such as Fontana, Loveland, Roseville and San Jose. If approved, the project is anticipated to startup in January 2024 and be completed by April 2024 (approximately 2 month implementation).

FISCAL IMPACT:

This project was budgeted for in the Information Technology Division (13150000), no further appropriation is required at this time. The costs for these services will be allocated across all funds based on number of users and other services needed. The cost of \$59,125 will cover all scope of

services and a security assessment.

ATTACHMENTS:

1. AY_RFP Response_City of Hanford_M365- Revised Scope-112823 12.19 cc public

www.agreeya.com

**AgreeYa Response
to
City of Hanford
for
Microsoft 365
Implementation Services**

RFP NO. #2024-01

Submitted On: ~~August~~ **Nov28**, 2023

Submitted to

 **Microsoft**
Solutions Partner

Modern Work
Data and AI
Digital & App Innovation
Infrastructure

 **Microsoft**
FastTrack
Partner

 **Microsoft**
Cloud Solution Provider

 **CMMI**
SM

 **ISO**
9001:2015

 **100%**
SOFTWARE
DEVELOPMENT
BUSINESS JOURNAL



Submitted by


AGREEYA

Integrity – Commitment – Advocacy – Respect - Excellence

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Executive Summary

AgreeYa Solutions, Inc. (herein referred to as “AgreeYa”), is pleased to submit this proposal to the **City of Hanford** (here in referred to as “City”) in response to the Request for Proposal for “**Microsoft 365 Implementation Services**” requirement as detailed in the RFP and would like to thank the City for allowing us to show how we can be your reliable partner. A summary of the essential characteristics that distinguish us from competing companies is provided below and throughout our proposal response.

AgreeYa is a **Microsoft Solutions Partner** with a strong track record of delivering successful projects and a deep understanding of local



government operations. Since March 1999, **AgreeYa has been a trusted provider of software, solutions, and**

services focused on delivering competitive

advantage to our clients through a comprehensive partnership approach, deep capabilities, and high-quality delivery. Our company was founded and is still **headquartered in California**, with a seasoned board and experienced executive team.



We are also a **Microsoft CSP (Cloud Solution Provider) partner**, that enables us to directly manage the entire Microsoft cloud customer lifecycle. Besides, AgreeYa has also been recognized by Microsoft as an **Azure Government Beta Partner**. AgreeYa continuously invests in building strong competency around Microsoft technologies, which has enabled us consistently meet Microsoft’s high standards of knowledge and proficiency in Microsoft technologies.

AgreeYa’s experience and expertise **with Microsoft spans 17 years & 15 Partner certifications**, our relationship with Microsoft is built on trust and technology collaboration, including exclusive partnership with Microsoft, including beta partnerships for various products and platforms, placing us among the **top 1% of partners worldwide** with such credentials. Our relationship with Microsoft ensures that we stay at the forefront of technology advancements, enabling us to provide cutting-edge solutions. Moreover, AgreeYa has received considerable recognition, including **AICPA SOC 2 (Type 2) certification**, **SEI CMMI certification**, and **ISO 9001:2015 certification**.



We are a leading provider of **Microsoft technology solutions** and have maintained **our #1 position in the Sacramento region for IT Consulting Services consecutively for five (5) years**.

Our expertise has **received recognition** from **Microsoft** wherein our project for “**Blue Diamond Growers**” was highlighted in **Microsoft Portal** for a **Migration Project from SharePoint 2010 to SharePoint Online** and in **MISAC - Municipal Information Systems Association of California Annual Conference 2022**, **AgreeYa** and **City of Fontana** jointly presented on **Transforming City**

Operations amidst Continued Disruption in front of different set of stake holders from various public sectors.

Over the **last 24 years**, AgreeYa has successfully **delivered hundreds of engagements** for cities and counties, and states giving us valuable insights into their unique approaches and cultural dynamics. Our technical competency, combined with our understanding of local government operations, makes us the preferred partner for cities in California and across the United States.

Our recent work on Microsoft 365 Exchange Online that are similar to the requirements of the City includes work done for **City of Loveland, Platte River Power Authority (PRPA), City of San Jose, Kawasaki Motors Corporation USA, Bureau Veritas, Wimberly Allison Tong & Goo (WATG), North Valley Emergency Specialist (NVES)** etc. to name a few.

At AgreeYa Solutions, our foremost priority revolves around the success of our valued clients. Our dedicated team of project managers will closely collaborate with the City of Hanford to gain a deep understanding of its unique requisites and deliver a customized Microsoft 365 solution. Throughout the project's lifecycle, we will uphold transparent communication and actively engage with key stakeholders to ensure alignment with objectives and anticipations.

It's worth highlighting that AgreeYa Solutions has garnered substantial acclaim and a multitude of awards, underscoring its achievements in the realm of Information Technology. These honours encompass distinctions such as the title of **"Most Innovative IT Company of the Year,"** the esteemed **"Excellence in Customer Service"** accolade, acknowledgment as a **"Dream Company to Work For,"** and the coveted recognition as a **"Best Employer,"** among other distinguished commendations. These accolades stand as a testament to AgreeYa's unwavering commitment to excellence and its resolute dedication to providing unparalleled service to its esteemed clientele.



We believe that the city will find AgreeYa to be the partner of choice for this engagement with deep technical and domain expertise.

A. General Information

Requirement- 1

1. Firm name, address, telephone number, fax number and email address.

AgreeYa Response

Legal Name of the Firm	AgreeYa Solutions, Inc.
Address	605 Coolidge Drive, Suite #200, Folsom, CA 95630
Contact Phone Number	(916) 294-0075
Fax number	(866) 886-1555
Contact Email Address	sales_americas@agreeya.com

Requirement- 2

2. Account Representative or other person to contact for clarification of any item contained in the proposal. Include telephone number, fax number and email address if different from above.

AgreeYa Response

Account Representative	Ajay Kaul
Contact Title	Managing Partner
Address	605 Coolidge Drive, Suite #200, Folsom, CA 95630
Contact Email Address	Ajay.kaul@agreeya.com
Contact Phone Number	(916) 294-9900
Fax number	(916) 404-4009

Requirement- 3

3. Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are:
 - a. Small Business.
 - b. Disadvantaged Business.
 - c. Minority and/or Women-Owned Business.

AgreeYa Response

Type of the Organization	C Corporation
Minority and/or Women-Owned Business	AgreeYa is a Minority Women Owned Business certified by the State of California and a Minority Owned Business certified by the Western Regional Minority Supplier Development Council

Requirement- 4

4. Provide your Federal Tax ID Number and if available, your City of Hanford Business Tax Certificate Number (A City of Hanford Business Tax ID Number is not required to submit a proposal, however it must be obtained prior to any contract signing).

AgreeYa Response

Our Federal Tax ID Number is - **202965578**

We also confirm that the City of Hanford Business Tax ID Number would be obtained prior to any contract signing.

Requirement- 5

5. Names of company's owners / officers.

AgreeYa Response

S. No.	Names of company's owners/officers
1	Ajay Kaul, Managing Partner
2	Sanjay Khosla, Managing Partner
3	Sangeeta Khazanchi, CFO
4	Neerja Khosla, CEO

Requirement- 6

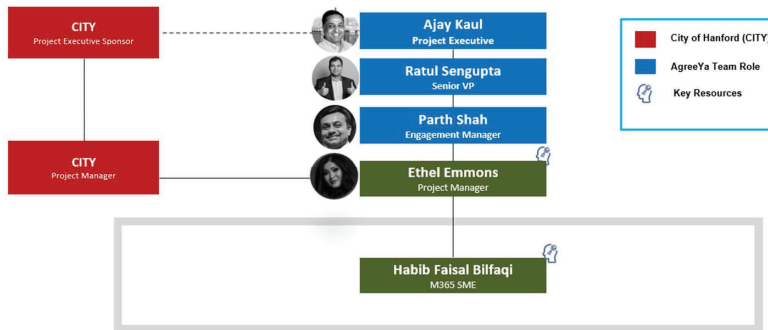
6. Personnel of the Proposer's Firm must be identified in the proposal with their background and the firm must give assurances of continuity of its personnel. A contact person needs to be identified.

AgreeYa Response

Below we have provided the proposed team structure (Project Organization chart) and brief profiles of the key team members proposed for executing the project with the City. We also assure the City that there will be continuity of the personnel's provided below. If for any reason, we need to change a resource for any unforeseen circumstances, that will be done by mutual consent with the City project stakeholders.

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The following team from AgreeYa will participate in the project at various stages and in distinct roles. Provided below is the brief description. For more details, please refer to – [Staff Qualification](#) under “Project Team and Staff qualification”.

Ajay Kaul (Project Executive) (Non-Billable) – MAIN CONTACT PERSON

As an IT visionary with over three decades of experience, Ajay co-founded AgreeYa in 1999 with the aim of providing business and technology solutions to organizations. He has played a pivotal role in growing AgreeYa from a technology start-up to a **Microsoft System Integrator**. His unique leadership style, focus on stakeholder value, and strong acumen in assessing change in market conditions have kept the ball rolling for AgreeYa at a fast pace with successfully executing more than **100+ M365, Exchange Online, SharePoint contracts** in the public sector.

Ratul Sengupta (Senior VP) (Non-Billable)

Ratul is an accomplished professional, having executed dozens of programs/projects during 20+ years of experience on customer-facing engagements in large professional services and consulting environments. He is highly experienced in delivery management, strategic management, managing deliverables of large-size multi-million-dollar engagements, with emphasis on Account Management, Account Growth, and service delivery management for SharePoint Intranet and Microsoft 365 solutions. He will be the connection between the AgreeYa delivery team, AgreeYa Project Executive, and the City's project stakeholders for any issues and escalation resolution.

Parth Shah (Engagement Manager) (Non-Billable)

Parth has over 20+ years of experience and holds several **Microsoft Certifications** and manages AgreeYa's SharePoint and Microsoft 365 Projects. He has been instrumental in the delivery of M365 workloads like SPO, Teams, OneDrive, Exchange Online and other Microsoft solutions that provide users with a seamless experience to increase their productivity. He has great command over project planning, team & client management, and the execution of enterprise projects in complex technology environments. He has **worked extensively** with government agencies like the **Washington State Department of Enterprise Services, Port of Tacoma, Pierce Transit, City of Fontana, City of Loveland, California Department of Public Health, Port of Long Beach, San Diego Unified Port District, IndyGo, County of San Diego**, among

others. For this engagement, Parth will serve as an Engagement Manager to City, helping solve project-related problems and managing aspects of the contract.

Ethel Emmons (Project Manager) – Primary Contact for day-to-day correspondence for the project

Ethel is a **PMP-certified** project manager certified in **LEAN Six Sigma Black Belt** with **over 20+ years of experience** in helping organizations plan, implement, and migrate to O365/SharePoint solutions for improved communication & productivity. She has Successfully managed and delivered projects on different versions of SharePoint On-prem, SPO, including several types of migration and support. She is highly skilled in defining the product vision, strategy, portfolio, and roadmap to enable and deliver transformative value for public sector organizations like **Platte River Power Authority, Southern California Association of Governments (SCAG)** among others. She will be responsible for managing the AgreeYa technology team and will be the **primary contact for day-to-day correspondence with the City's project team** and will be responsible for the successful delivery of the project, providing guidance, unified communication and governance, quick issue resolution, and on-time delivery.

Habib Faisal Bilfaqi (M365 SME)

Habib has over **23 years of experience** with **Microsoft 365 Certified Consultant** backed with extensive experience in **Microsoft Office 365 technologies, Exchange Migrations, SharePoint, teams and OneDrive implementation and configurations. He has good experience with BitTitan, and Quest tools and hands-on expertise with Migrations.** He been actively providing his Technical Guidance for migration, configuration, and deployment of **Exchange Online** and subject expertise to various Organizations to develop strategies and governance programs for user adoption around **Office 365 environments** that are in alignment with the projects. He has **managed MS Exchange servers, AD applications, and public folders.** He is an expert in the configuration of **SharePoint, Teams, and OneDrive.**

For any inquiries, clarifications, or related questions, the designated primary contact person for the city's communication will be as follows:

Account Representative	Ajay Kaul
Contact Title	Managing Partner
Address	605 Coolidge Drive, Suite #200, Folsom, CA 95630
Contact Email Address	Ajay.kaul@agreeya.com
Contact Phone Number	(916) 294-9900
Fax number	(916) 404-4009

Requirement- 7

7. Provide surety information for all sureties – General and Automobile Liability, E/O and Worker's Compensation.

Provided below is the COI for General and Automobile Liability, E/O and Worker's Compensation.

B. Proposed Project Approach

Scope

AgreeYa has carefully gone through the requirements given in the **RFP document** and after having the clear understanding through the **Addendum #1, dated 7/28/2023** we understand that the city is seeking implementation and configuration of city's new Microsoft 365 Tenant migration from their current-hosted exchange 2013 environment to M365 Exchange Online.

Also, City requires a **Readiness Assessment** of the existing infrastructure including gathering and documenting requirements in an **AS-IS Assessment Report**, developing a **Communication, and Training and Migration plan** and executing against this plan. It is expected that this migration will be a multi-phase approach with a transition to **Exchange online**, without loss of the service with adequate **Training and Communication plan**.

AgreeYa has been working and implementing **Exchange Online** along with other workloads like **SharePoint Online, OneDrive for Business and Microsoft Teams** with all Microsoft 365 solutions, since Microsoft BPOS days and therefore we cater and provide proven capabilities in all the areas that are part of this engagement.

Exchange Online - Project Approach – (Phases, Objectives, Tasks and Brief Description)

“Experience Project Success with Our Unique Delivery Approach, Tailored for you”

The tasks and activities to be performed as part of the scope of this project are listed below. These tasks and activities are based on our understanding and requirement captured from **the RFP and the Q&A responses** issued via **Addendum #1** on **“Microsoft 365 Implementation Services”** and based on the SOW discussion with the City.

Note - Post Discussion with the City on SOW, now Mailbox migration is out of scope, and we have included SharePoint Envision, Discovery and Roadmap Planning as part of the scope. Accordingly, the Scope section and the Approach section have been updated.

The proposed project execution approach is a four (0-4) phase a six (6) step process as detailed below.

PHASE 0 (Project Kick-off) Objective

The objective of this phase is to officially initiate the Microsoft 365 implementation migration project and set the stage for its successful execution. It will be a beginning of the project lifecycle and serves as a pivotal point where City's and AgreeYa's key stakeholders will come together to align their understanding, expectations, and goals.

PHASE - 0

PROJECT KICKOFF

Microsoft 365 Implementation Services**NO. #2024-01**

Task#	AgreeYa's Responsibilities	City's Responsibilities
1	Project Kick off Meeting	• Participate in Project Kickoff • Share expectations with AgreeYa team
2	Creation of Team for collaboration on AgreeYa tenant	• Validate access to the AgreeYa's Team/channel created for this project
3	Access & Permissions setup to the City's environment required by AgreeYa	• Provide all the necessary permissions and access
4	Scheduling the working sessions for upcoming phases	• Ensure respective SMEs availability for the working sessions
5	Review and update project plan	• Participate in the meeting to review the project plan • Provide project plan signoff to AgreeYa
	DELIVERABLES/WORK PRODUCT: Project Kickoff Project Plan	CITY'S ROLES REQUIRED: • Project Manager • Project Team

PHASE-1 (Readiness Assessment, Design and Planning) OBJECTIVE

The objective for this phase is to carefully evaluate the City's existing ~~third-party hosted exchange environment~~, Network, Active Directory, Microsoft 365 tenant and do a meticulous planning for ~~migration~~, communication, and training to minimize disruptions and maximize the benefits of ~~moving~~ migrating to Office 365.

PHASE - 1 READINESS ASSESSMENT, DESIGN AND PLANNING		
Task#	AgreeYa's Responsibilities	City's Responsibilities
1	Review the City's Active Directory environment - Active Directory Health Check - Active Directory Replication Status - Active Directory Information i.e., version, domain functional level, forest functional level, schema version etc. - Identity status and issues i.e., duplicate email, unsupported characters, non-routable UPNs	- Provide City's Active Directory environment access to AgreeYa with at least domain admin rights - Participate in the Assessment sessions - Respond to queries and clarification related to Active Directory environment
2	Review City's Third-Party hosted Exchange Infrastructure: Infrastructure Information i.e., Accepted Domains, Connectors, Federation etc. Mailbox Statistics i.e., Count, Size, Type etc. Public Folder Statistics i.e., Count and size Review the current SMTP configuration Review the current mail flow architecture including Third-party filtering solution Review the Recipient configuration, e.g., user mailbox, shared mailbox, mail contacts,	Provide City's Third Party Hosted Exchange Infrastructure Participate in the Assessment Sessions Respond to queries and clarification related to Hosted Exchange 2013 environment

	mail User, distribution List, dynamic distribution list, security groups. Review the mailbox and calendar permissions and delegations rights Review the Exchange configuration e.g., Transport rule, Journaling, Auto-forwarding, Active Sync rules, Protocols etc. Review the Role-based administrative access	
3	Conduct Network Assessment: - Egress Point - Current bandwidth vs required - Ports and URLs required for Office 365 - Front End Exchange Online Server availability - Teams Audio, Video, Screen sharing ports and URLs status	- Respond to queries and clarification related to Network Setup - Share Network Diagram with AgreeYa
4	Assess the current Barracuda Archive Solution (with the help of City team): - Archiving Policies - Antispam policies and connectors - SIEM data integration	- Respond to queries and clarification related to Barracuda Archive Solution - Walk-through of the current Barracuda Archive Solution working to AgreeYa team
5	Review the current Microsoft 365 Environment - Exchange Online (user mailbox, shared mailbox, resource mailbox, contacts, distribution groups, mail users, DLs, security groups, Role based access control, calendar sharing, email flow including 3rd party email filtering service) - Exchange Online Protection - Admin Center (Domains, DNS, users, groups, contacts, organization branding etc.) - SharePoint Online (Sites, Site Collection, Security and Sharing Policies) - Teams (Meeting, Messaging, Live Event, External sharing policies etc.)	Provide Global Admin access to AgreeYa SME

	- OneDrive for Business (Retention Period after user Deletion, External Sharing, Link Expiration) - Azure AD - Security Admin Center - Compliance Admin Center - Microsoft Apps Activation and Usage	
6	Prepare and Submit AS-IS Assessment Report	Participate in the Assessment Report walk-through session
7	Review Assessment Report and Signoff	Review Assessment Report and provide Signoff to AgreeYa
8	Work with City's Stakeholders on the following: - Gather requirements - Identify Constraints - Identify Pilot users, Devices and UAT cases - Plan for User Provisioning - Plan for Password Policies Plan for Public folder migration	Identify Pilot users
9	Create the following Plan documents: - Communications Plan (1-2 pager PDF document) - Training Plan (1-2 pager PDF document) Migration Plan (1-2 pager PDF document) - Network Plan (1-2 pager PDF document)	
10	Submit the Plan documents (Communications and Training, Migration)	Participate in the plan document walk-through session
11	Plan document review and Signoff	Review Plan documents and provide signoff to AgreeYa
	<u>DELIVERABLES/WORK PRODUCT:</u> - AS-IS Assessment Report - Communication Plan - Training Plan Migration Plan - Network Plan	<u>CITY'S ROLES REQUIRED:</u> - Project Manager - Active Directory Expert - Network Engineer Exchange 2013 Admin - Barracuda Expert

PHASE-2 (Implementation and Configuration) Objective

The objective of this phase is to setup and configure Microsoft 365 tenant. It also includes preparing Microsoft 365 environment for migration and remediate issue found during Assessment.

PHASE-2 IMPLEMENTATION AND CONFIGURATION		
Task#	AgreeYa's Responsibilities	City's Responsibilities
1	Prepare Environment for Office 365 Migration - Open all the required Ports and URL in F/W and Proxy as recommended in the AS-IS Assessment report - Remediate issues as mentioned in the AS-IS Assessment report	- Ensure required network connectivity - Provide Service account with the Application impersonation rights to configure and run tool - Remediate issues following the recommendation provided in the AS-IS Assessment report with AgreeYa's Assistance
2	Add Custom Domains in M365 Tenant - Add TXT record in Public DNS for Custom Domain(s) - Add and verify vanity domains in Office 365 Tenant - Modify SPF record in Public DNS to add Office 365 Exchange Online Protection in existing SPF	- Publish DNS records for domain verification - Provide Microsoft 365 Global Admin access to AgreeYa
3	Install and Configure AAD Connect (with SSO functionality) - Provide Windows Server machine to AgreeYa Team - Install AAD Connect Tool - Configure Passthrough/Password hash synchronization - Configure AADConnect SSO - Configure OU-level filtering to sync the objects to Office 365 - Validate the AADConnect users, groups, objects, attribute synchronization status - Perform AADConnect health check	- Assist AgreeYa with the OU names contain objects that needs to be synchronized to Azure AD - Create and Deploy GPO to allow URLs for SSO functionality
4	Configure Ave Point Fly Migration Tool Provision AvePoint Instance and ensure license availability Create App Profile for M365 tenant Create Source & Destination endpoints Create Migration Policy Create User Mapping file	AvePoint license procurement

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	• Create exchange migration project • Validate the connection	
5	Configure Azure Active Directory Admin Center • Share Best practices for Azure AD and finalize the decisions with City • Configure Azure AD Admin Center based on approved decisions e.g., ○ Enable Multi-factor Authentication using Conditional Access Policy ○ Configure Conditional Access Policy to restrict access to Office 365 Apps from untrusted user, device, and location ○ Configure Security defaults ○ Configure Role Base Access control to provide Access to the specific account ○ Configure Privileged Identity Management to provide Just-in-time access to Admins ○ Microsoft Azure Identity Protection ○ Enable Modern Authentication ○ Password Policy Management ○ Disable Legacy authentication ○ Azure AD Sign-in and audit logs	• Provide Azure admin access to AgreeYa • Ensure admin accounts is excluded from all security policies and restrictions • Participate in tenant configuration working session and finalize configuration decisions based on recommendations provided by AgreeYa
6	Configure Exchange Online Admin Center • Share Best practices for Exchange Online and finalize the decisions with City • Configure Exchange Online Admin Center based on approved decisions e.g., ○ Create User, Shared, and Resource Mailboxes ○ Create Mail Contact and Mail users ○ Create Distribution Group, Dynamic Distribution, Mail Enabled Security Groups, and M365 Groups	• Provide Exchange or Global admin access to AgreeYa • Ensure admin accounts is excluded from all security policies and restrictions • Participate in tenant configuration working session and finalize configuration decisions based on recommendations provided by AgreeYa

	○ Enable/Disable Mail protocols based on requirements e.g., IMAP, POP, MAPI, SMTP ○ Create Mail flow connectors, Transport rules, and journaling ○ Configure the required Mailbox and calendar Delegation and permission ○ Configure the required mail forwarding ○ Configure the Mailbox Retention Policies as desired ○ Configure the Office Message Encryption to encrypt emails as required ○ Create the Public folder and Public Folder mailbox's structure	
7	Configure SharePoint Online & OneDrive for Business Admin Center • Share Best practices around SharePoint & One Drive for Business and finalize the decisions with City • Configure SharePoint Online Admin Center based on approved decisions e.g., ○ Configure External Sharing ○ Configure Syncing Policies ○ Configure One Drive Data retention after user deletion ○ Configure Unmanaged Device policies ○ Configure User Profiles	• Provide SharePoint Online or Global admin access to AgreeYa • Ensure admin accounts is excluded from all security policies and restrictions • Participate in tenant configuration working session and finalize configuration decisions based on recommendations provided by AgreeYa
8	Configure Microsoft Teams Admin Center • Share Best practices around Teams and finalize the decisions with City • Configure Microsoft Teams admin center based on approved decisions, For example: ○ Configure Teams application policy ○ Create a Teams Meeting Policy ○ Create Teams calling policy	• Provide Teams admin access to AgreeYa • Ensure admin accounts is excluded from all security policies and restrictions • Participate in tenant configuration working session and finalize configuration decisions based on recommendations provided by AgreeYa

	○ Configure External sharing and guest user access ○ Configure Live Event policy	
9	Configure Compliance Admin Center • Share Best practices around Compliance Center and finalize the decisions with City • Configure Compliance Admin Center based on approved decisions, For example: ○ Create Retention Policies for Office 365 workloads ○ Create and deploy the Data Loss Prevention (DLP) policies ○ Create Information protection labels for sensitive information ○ Configure Litigation hold on the mailboxes ○ Configure eDiscovery and Content Search ○ Enable Audit logs	• Provide Compliance admin access to AgreeYa • Ensure admin accounts is excluded from all security policies and restrictions • Participate in tenant configuration working session and finalize configuration decisions based on recommendations provided by AgreeYa
10	Configure Security Admin Center • Share Best practices around Security Admin Center and finalize the decisions with City • Configure Security Admin Center based on approved decisions, For example: ○ Create Anti-Malware policies ○ Create Anti-spam policies ○ Create Anti-Phishing policies ○ Configure Connection filtering ○ SPF ○ DKIM ○ DMARC ○ Advance Threat Protection ○ Quarantine Policies ○ Mail Tips	• Provide Security admin access to AgreeYa • Ensure admin accounts is excluded from all security policies and restrictions • Participate in tenant configuration working session and finalize configuration decisions based on recommendations provided by AgreeYa
	<u>DELIVERABLES/WORK PRODUCT:</u> • Microsoft 365 Tenant (Azure AD Connect, Azure AD, Exchange Online, Security, Compliance Admin Center) Configured • Migration Tool Configured	<u>CITY'S ROLES REQUIRED:</u> • Project Manager • Exchange Admin • Project Team

PHASE-3 (Migration/Testing/Validation) Objective

The objective of this phase is to perform the data migration, testing, and validation from City's Hosted Exchange mailing system to Exchange Online. This Phase also includes Test, Pilot and Production migration including user acceptance testing.

PHASE- 3 MIGRATION/ TESTING/VALIDATION		
Task#	AgreeYa's Responsibilities	City's Responsibilities
1	Test migration— Hosted Exchange to Exchange Online (4 mailboxes) • Create 1 active, 1 Inactive, 1 Shared, and 1 Resource mailboxes • Perform test migration for 4 test mailboxes from Hosted Exchange On-premises to EXO • Validate the successful migration results • Remediate the migration issues (if any)	• Create 2 test user's mailboxes, 2 shared, 1 Resource mailboxes on hosted exchange environment and share access details with AgreeYa
2	Pilot Migration and UAT— Hosted Exchange Onpremise to Exchange Online (upto 20 Production users) and UAT signoff • Communicate users for the upcoming migration over email • Prepare devices for Pilot migration and UAT • Initiate Pilot migration for 20 user's mailboxes • Perform the UAT against the provided test cases • Remediate the migration issues (if any)	• Send a communication emailer to the Pilot users about the upcoming mailbox migration • Perform the UAT against the provided test cases and share the UAT results with AgreeYa • Remediate issues related to Hosted Exchange email environment and Active Directory (if any) • Provide the Pilot mailbox migration and UAT Signoff to AgreeYa
3	Velocity Migration and UAT— Hosted Exchange On premise to Exchange Online (Remaining up to 250) • Communicate users about the migration of their mailboxes • Initiate the migration for the remaining users (up to 250 mailboxes) • Assign licenses to the migrated users • Remediate the migration issues (if any) • Perform the content validation	• Send a communication emailer to the end-users about the upcoming mailbox migration • Perform the mailbox migration data validation • Remediate issues related to Hosted Exchange email environment and Active Directory (if any)

4	Public Folder Calendar migration to Exchange Online - Configure general prerequisite - Prepare Public folder for migration - Create a list of public folders to be migrated - Create Migration Policy for Public folder Migration - Create Migration Endpoint connection in AvePoint tool - Create a migration batch in AvePoint tool to migrate public folders data	- Provide access to Exchange Admin Center - Remediate issues related to Hosted Exchange email environment and Active Directory (if any)
5	Migration Signoff Mailbox and Public folder Migration Signoff	Provide Mailbox and Public folder migration signoff to AgreeYA
	DELIVERABLES/WORK PRODUCT: - Test mailbox migration and validation - Pilot Mailbox migration and UAT - Velocity Mailbox migration and validation - Migration Signoff	CITY'S ROLES REQUIRED: - Project Manager - Project Team - Identified Set of Pilot users

PHASE-4 (Knowledge Transfer, Training and Documentation) Objective

The objective of this phase focuses on equipping administrators, and support staff with the necessary skills and resources to effectively use and manage the new Microsoft 365 tools and services.

PHASE - 4 KNOWLEDGE TRANSFER, TRAINING AND DOCUMENTATION		
Task#	AgreeYa's Responsibilities	City's Responsibilities
1	Prepare and Submit Training Curriculum for IT Staff - Prepare Training Curriculum Material for IT Admins on the following workloads: - Azure Active Directory - Exchange Online - SharePoint Online - OneDrive for Business - Microsoft Teams - Microsoft 365 Admin Center - Security Admin Center - Compliance Admin Center - AADConnect	Review the Training Curriculum and provide signoff to AgreeYa

2	Prepare and Submit Documentation (Admin Configuration and End User Guide) - Create and Submit Admin Configuration Document (PDF) - Create and Submit End User Guide	Review and Signoff the Admin Configuration Documentation and End User Guides
3	Deliver IT Staff Training and Signoff Conduct the IT Staff training on the following workloads which will explain how to Administrate workloads on daily basis and known issues/remediations (upto 4 Session for 2 hrs.) - How to administrator and manage Azure Active Directory - How to administrator and manage Exchange Online - How to administrator and manage SharePoint Online - How to administrator and manage OneDrive for Business - How to administrator and manage Microsoft Teams - How to administrator and manage Microsoft 365 Admin Center - How to administrator and manage Security Admin Center - How to administrator and manage Compliance Admin Center - How to administrator and manage AADConnect - Common issues and Troubleshooting - User Provisioning - User Deboarding - License Assignment and Management - Enable Litigation hold and Retention - Assigning policies to the users - Message Trace - Spam and Malware Identification and Respond - Respond to eDiscovery, etc.	- Participate in Admin Training Sessions - Provide Admin Training Signoff to AgreeYa
	DELIVERABLES/ WORK PRODUCT: IT Staff Training	CITY'S ROLES REQUIRED: Project Manager

	Admin Documentation and End user Guides	- City's Trainers - IT Admin Staff
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PHASE-5 (~~Go-Live and Post Implementation~~ Migration Task) Objective

The objective of this phase is to ensure a smooth transition ~~from the source environment to the Microsoft 365 environment~~, ~~by changing the MX record to point to Office 365~~. During this phase, we will also integrate City's Third-Party Application with Office 365.

Phase 5 GO-LIVE AND POST MIGRATION TASK		
Task #	AgreeYa's Responsibilities	City's Responsibilities
1	Integrate Third-party Applications with Office 365 (Barracuda Spam, Archive and SIEM) - Integrate Barracuda Spam email with M365 - Integrate Barracuda email archive with M365 - Integrate Barracuda SIEM with M365	Configure Barracuda Admin portal for integration with Office 365
2	Delta Sync and MX Cutover (weekend activity) Switch over DNS MX record pointing from Hosted Exchange On-premise to Exchange Online Delta Sync (if required)	Publish DNS record
3	Project Signoff Project Sign off	Participate in Project deliverable review session with AgreeYa PM and provide Project Signoff
	DELIVERABLES/ WORK PRODUCT: Go-Live - Third-Party Integration - Project Signoff	CITY'S ROLES REQUIRED: - Project Manager - Project Team

SharePoint Online Envision, Roadmap and Planning - Project Approach – (Phases, Objectives, Tasks and Brief Description)

PHASE 5: INITIATION AND PROJECT MANAGEMENT		
Task#	AgreeYa's Responsibilities	City's Responsibilities
1	Project Kickoff	• Take part in the Kickoff meeting
2	Pre-Requisites (Access to SPO, Establish Audience, etc.)	• Provide AgreeYa team Access to the City's environment • Provide required access to related contents & workspace
3	Project Plan Updates for Intranet	• Identify key City SMEs needed & agreed upon availability • Determine appropriate actions
	DELIVERABLES/WORK PRODUCT: • Project Kick-off • Project Plan	CITY'S ROLES REQUIRED: • Project Manager • Project Team

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Division and Requirement		
Task#	AgreeYa's Responsibilities	City's Responsibilities
<u>1</u>	<u>Conduct Art of Possible Demo SPO (1 session x 2 hrs.)</u>	• <u>Participate in the demo</u>
<u>2</u>	<u>Conduct Business Requirement gathering (3-4 session X 1-2 hrs. – (Home & Department Layouts, IA, Governance)</u>	• <u>Attend Requirement sessions.</u> • <u>Share all the business needs with AgreeYa team.</u> • <u>Department stakeholders define the content & information hierarchy, its management pre-requisites, user role-based content access mapping etc.</u>
<u>3</u>	<u>Create and Submit Business Requirements Document (BRD) & seek signoff for the SharePoint Online Intranet</u>	• <u>BRD Review and provide signoff</u>
	DELIVERABLES/WORK PRODUCT: • <u>Business Requirements Document (BRD) for SPO Intranet (PDF)</u>	CITY'S ROLES REQUIRED: • <u>Project Manager</u> • <u>Project Team</u>

SPO IA & Governance		
Task#	AgreeYa's Responsibilities	City's Responsibilities
<u>1</u>	<u>Create SPO IA & Governance Recommendations Creation (Includes Taxonomy, Admin Center Configuration, Retention policies, External Sharing, etc.)</u>	<u>None</u>
<u>2</u>	<u>SPO IA & Governance Recommendations Walkthrough</u>	• <u>Participate in the Information Architecture Recommendations walkthrough call</u>
<u>3</u>	<u>SPO IA & Governance Recommendations Signoff + Approved Decisions</u>	• <u>Review & approve the recommended Governance for SharePoint Online</u> • <u>Review and approve the recommended Information Architecture for SharePoint Online</u>
	DELIVERABLES/WORK PRODUCT: • <u>SPO IA & Governance Recommendations</u>	CITY'S ROLES REQUIRED: • <u>Project Manager</u> • <u>Project Team</u>

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PHASE-2 TRAINING AND DOCUMENTATION		
Task#	AgreeYa's Responsibilities	City's Responsibilities
1	Prepare and Submit Training Curriculum for Content Author, Content Owners, and End User) • Prepare Training Curriculum Material for content author on the following workloads: ○ SharePoint Online ○ Compliance Admin Center	• Review the Training Curriculum and provide signoff to AgreeYa
2	Prepare Training sessions for End Users and Content Owners (TTT)	• Review the Training Curriculum and provide signoff to AgreeYa
3	Create and submit scope for Phase-2 (Implementation Phase)	• Review the Phase 2 Scope and provide feedback to AgreeYa
	DELIVERABLES/WORK PRODUCT: • Training • Phase -2 Scope of Work	CITY'S ROLES REQUIRED: • Project Manager • Project Team

Meetings

#	Type	Stakeholder	Frequency	Key Responsibility
1	Daily Standup	Project Team	Daily	Review Daily progress, running issues, challenges, and dependencies.
2	Weekly Status Review	Project Team	Weekly	Review Weekly Status, Potential challenges and mitigation actions, updated Project Plan, Issue tracker, Timeline etc.
3	Operational	SMEs	Daily	- Perform Assessment, Planning and Configuration - Assistance on troubleshooting Issues during migration
4	Program	PMs	Monthly	PM Monthly Sync
5	Deliverable/Work Product review	Project Team	As per Project Plan	Review Phase Deliverable e.g., Assessment report, Communication plan, and Training plan, migration plan review.

Project Timeline and Completion Date

~~Provided below is the Project Schedule, which outlines the timeline for implementing the project. The total project timeline to implement the work as provided in the Project Approach section of the proposal is **Eight (8) weeks** from the start date of the project. If we start the project on **October 09, 2023** it will be completed by **December 1, 2023**.~~

Tasks	W1	W2	W3	W4	W5	W6	W7	W8
Project Management								
Onsite Readiness, Assessment, Discovery, and Planning								
Migration Preparation								
Pilot Migration and UAT								
Administrator Training, Documentation and Knowledge Transfer								
Velocity Mailbox Migration and Validation (including public folder migration)								
Third-Party Integration with Office 365 (Barracuda Spam, Archive, SEIM)								
MX Cutover								
Project Signoff								

★ ~~This is the cutover week and City will be live on Office 365 at this stage.~~

~~Provided below is the Project Schedule, which outlines the timeline for implementing the project. The total project timeline to implement the work as provided in the Project Approach section of the proposal is **Six (6) weeks** from the start date of the project. If we start the project on **January 01, 2024** it will be completed by **February 09, 2024**.~~

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Tasks	W1	W2	W3	W4	W5	W6
Project Management						
Onsite Readiness, Assessment, Discovery, and Planning						
Microsoft 365 Tenant Setup						
Administrator Training, Documentation and Knowledge Transfer						
Third-Party Integration with Office 365 (Barracuda Spam, Archive, SIEM)						
Project Signoff						

We anticipate around 7 weeks of timeline for SharePoint Online Envision, Roadmap and Planning phase execution.

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Common Risk and Mitigation Actions

There are no anticipated disruptions to be occurred during the migration process of this engagement, but the following table depicts the mitigation actions against common risk and challenges -

Common Risks and Challenges	Mitigation Actions
Adoption of new processes and training of City's IT staff to learn new ways to manage their environment	Working with City to execute the Training plan and communication about the upcoming Training.
City is comprised of disparate groups and departments; communication, timelines, and scheduling will be difficult and buy-in will be critical to success	Working with City to execute Communication, Migration and Training plan and communication to end users about the upcoming phases.
Unplanned work that must be accommodated	Attend project scheduling workshops. Check previous projects, for actual work and costs. Check all plans and quantity surveys. Document all assumptions made in planning and communicate to the project manager before project kick off.
Access Rights to City environment	Request access on weekly basis and review existing access monthly basis
Decision Making Delays from City	Running other planned tasks in parallel and continue to finalize decision making
Planned or unplanned network changes that impact migration work/activities	Inform AgreeYa project team to understand the impact of the upcoming network maintenance and/or projects that may impact timelines
Planned or unplanned hardware/software changes that impact migration work/activities	Communicate with City's IT team to understand upcoming hardware/software maintenance and/or projects that may impact timelines

Assumptions

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1. AgreeYa will not be responsible for any activity that needs to be performed at Active Directory and hosted Exchange on-premises
2. Mailbox and Public folder migration is out of scope of this engagement after discussion with City.
- ~~1-3.~~
- ~~2. During Assessment, If AgreeYa finds that establishing a hybrid configuration with the third-party City's hosted exchange server is viable then AgreeYa will use hybrid configuration wizard to perform the mailbox migration. If this approach is not feasible, AgreeYa will resort to utilizing the AvePoint Fly tool for the migration of mailboxes as mentioned in the scope~~
- ~~3. Procurement/Purchase of AvePoint licenses will be City's responsibility~~
- ~~4. Procurement of a new Public SSL or SAN Name addition to the existing Public SSL will be City's responsibility for the exchange hybrid setup (if required)~~
- ~~5-4.~~ AgreeYa assume that City SPOC & Decision makers will be available on Office 365 configuration working sessions
- ~~6-5.~~ AgreeYa will only provide upto 4 IT Staff Training sessions explaining how to administrate workloads on a daily basis and known issues/remediations
- ~~7-6.~~ City will provide hardware for the AAD connect tool installation
- ~~8-7.~~ It is assumed that L1 troubleshooting will be done by City IT staff
- ~~9-8.~~ It is assumed that AgreeYa will assist only City IT staff on issues not resolved by City's L1 team and not the end users
- ~~10-9.~~ It is assumed that AgreeYa will technically support only City System Admins in case any issues occur related to required project deliverables and not the end-users.
- ~~11. We are assuming City will provide enough bandwidth to support mailbox migration~~
- ~~12-10.~~ All required access to City's environment to be provided to AgreeYa by the City
- ~~13. City will be responsible for Exchange on-premises decommissioning with AgreeYa's assistance~~
- ~~14-11.~~ AgreeYa will use Microsoft document for End user manual wherever possible
- ~~15. It is assumed that City will share the list of users 5 days before the migration start date~~
- ~~16. It is assumed that up to 270 mailbox migration is in the scope of this engagement~~
- ~~17-12.~~ It is assumed that any migration other than mailbox migration is out of scope
- ~~18-13.~~ Office 365 license procurement will be City responsibility
- ~~19-14.~~ It is assumed that City does not requires the hygiene support after ~~implementation~~ migration
- ~~20-15.~~ It is assumed that the Active Directory Forest and domain functional level will be at least Windows Server 2016 R2 at the start of project
- ~~24-16.~~ City will be responsible for tasks to be performed on any third-party application for Office 365 integration like Barracuda
- ~~22-17.~~ City will be responsible for any client-side activity e.g., installation and configure Microsoft 365 apps, Desktop Upgrade, Third party integration etc.

Exclusions

1. Creation/updation of records at Public DNS Portal
2. Allow ports, IP & URLs at Firewall/Proxy
3. End User deliverables

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4. End User Training
5. File Share Data migration
6. Desktop Upgrade and Configuration
7. Microsoft 365 apps for enterprise installation and configuration
8. Office Configuration on end user machines
9. Windows Server OS installation and updation
10. Any Activity at Third Party Application
11. PST migration
12. Any migration including Mailbox and Public folder migration
- 11.
- 12-13. Intune Configuration
- 13-14. Anything not mentioned in the Scope

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Value Additions (Optional Services)

**** The cost of Value Additions (Optional Services) is provided under the section “Proposed Fee Structure and Schedule”**

AgreeYa’s Microsoft 365 Security Assessment

Our Microsoft 365 Security Assessment services has emerged as a benefactor for organizations and employees in today’s boundaryless workplace. Its comprehensive suite of solutions has empowered organizations to embrace change with agility and adaptability, maintain a culture of trust within the organization, and **encourage teamwork to ensure employees stay productive and business continuity is unhindered. We provide** security assessment for MS365 which covers all the major workloads like Exchange Online, SharePoint Online, OneDrive for Business, Microsoft Teams etc. It provides a holistic security approach, helping organizations protect and govern identities, data, applications, and devices across on-premises, cloud, and mobile.

AgreeYa’s Proprietary Solution

We’ve also developed proprietary solutions **like Quick Apps, AgreeYa ChatBot, and Recovery Manager, leveraging Microsoft Technology/ products/solutions.** These innovations have been seamlessly integrated into the operations of numerous organizations, serving as a testament to our capability to deliver impactful Microsoft-driven solutions.

Below we have described in brief about **our in-house products based on Microsoft Technology**

- **AgreeYa Team QuickApps:** AgreeYa Team QuickApps is a set of web apps for SharePoint On-Premises/Online (Office 365) that helps you build applications that are easily supported, maintained, and upgraded, ensuring their long-term impact and return on investment. We are proposing QuickApps – qCalendarView for this engagement, qCalendarView combines all the calendars into one view, including data from non-calendar lists. Its differentiating features include:
- Roll up multiple calendars across different sites into a single view and configure event colour coding.
 - Enables the user to drag and drop an event to another time slot in the calendar and change the end time of an event by dragging the bottom of the event up or down.
 - Enables the user to delete an event or an instance of a recurring event by simply clicking the red “X” icon on the selected event.



For the detail information, please refer [QuickApps for Office 365 | SharePoint Online \(agreeya.com\)](https://www.agreeya.com/QuickApps-for-Office-365-SharePoint-Online)

- **AgreeYa Team Chatbot:** AgreeYa Team is committed to delivering transformational business value to organizations worldwide. With Chatbot, experts at AgreeYa Team will help you build an automated and interactive face for your organization, to connect and interact with your customers. It provides efficient and personalized customer service enabling real-time handling of helpdesk requests thereby enhancing user satisfaction and productivity improvements. It’s an AI-Powered Self Service



Chatbot, built on Microsoft BOT Framework and Azure AI. AgreeYa Team Chatbot can provide a self-service and interactive way of answering employee queries as a Level 1 (L1) support, which will be reducing the burden on the City's helpdesk team.

Support and Maintenance

AgreeYa proposes to provide "**100 Block of hours per year**" dedicated to the support and maintenance needs of the City. The City must **purchase this block of hours for the support** services they require, which can be utilized on need basis. This approach allows city to receive the necessary support within the agreed business hours while keeping the cost predictable and transparent.

Below we have provided the details of the **support service levels** defined for the proposed engagement:

Role	Support Level	Support Scope
Client	Level 1 (L1)	- Helpdesk level support - Assist end users operating Microsoft 365 apps/solutions - Information gathering and issue identification - Refer runbook, FAQ's, etc. and provide the instant solution - Sorting through the possible solutions available - Qualify the issue for L2 support in case L1 team is not able to resolve the issue
AgreeYa	Level 2 (L2)	- Look into the issues that require deeper functional/technical knowledge of the product and are escalated from L1 support. - Suggest workaround in case a service or functionality is not working due to misconfigured features, design or architecture limitation - Qualify the issue for L3 support in case L2 support is not able to rectify the issue
AgreeYa	Level 3 (L3)	- Fix the issues that are not resolved by L2 and require debugging through source code. - Investigate the issue through logs/code for the issues that are not reproducible. - suggest workaround in case functionality is not working due to design or architecture limitation. - Hotfix creation in case reported issue is reproducible and require hotfix to resolve. - Liaison with Microsoft in case the issue is not resolved

C. Staff Qualification

Project Team

After analyzing the City's project requirements, we have selected a group of our **strongest resources** who will bring several years of experience delivering successful projects of a similar nature. We have been engaged many times over the last two decades to successfully develop and implement similar Microsoft 365 based implementation service projects.

We bring the **right blend of expertise** required for project success, and we understand the **public sector** well, and we intend to **collaborate closely with the City's key stakeholders**, to work side by side to ensure that the City's hosted environment is migrated swiftly to **exchange online** in an ever-changing technology market by leveraging AgreeYa Team expertise.

Some of the **key highlights of the project team** are mentioned below:

- **Strong experience and expertise** of the team in **Exchange Online Migration, Active Directory Upgrade and Microsoft 365** deployment
- Understanding and experience of **working with public agencies, Municipalities, and government tenants** on **Microsoft 365** workloads Implementation projects
- **The team who has worked together** in the past
- **Microsoft Certified** Professionals
- **SME and Guest speakers** at Microsoft events and conferences

Our professionals have experience serving a wide variety of **public sector customers** and understand the importance of readiness assessment, identity management, planning, organization, and collaboration with our customers' projects. Their meticulous planning, attention to detail, and adherence to best practices contribute to the successful completion of each migration project they undertake.

Following table depicts AgreeYa's Key Resource M365 workload experience.

	Professional Certification	Exchange Online	SharePoint Online	OneDrive	Microsoft Teams	Microsoft 365 Governance, User Adoption, and Training	Support Services	Public Sector Experience
								
Project Manager	✓	✓	✓	✓	✓	✓	✓	✓
M365 SME	✓	✓	✓	✓	✓	✓	✓	✓

Project Manager



Ethel Emmons
Sr. Project Manager



Professional Certifications

- ➔ Project Management Institute (PMI) Certified Project Management Professional (PMP)
- ➔ Product Management Certification, ProductHQ
- ➔ Certified SAFe® 5.1 Agilist
- ➔ Certified Scrum Master (CSM)/Scrum Master Certified (SMC)
- ➔ ITIL® Foundation Certificate in IT Service Management
- ➔ Stanford Certified Project Manager (SCPM)
- ➔ Six Sigma Green Belt
- ➔ PRINCE 2® Certified
- ➔ Lean Practitioner Certification

Summary of Experience in Proposed Role

Ethel is PMI Certified PMP Professional with **over twenty (20) years** of extensive experience in strategizing, **planning**, and implementing global commercial **software products**, enterprise technologies, data and **analytics products** and services, end-user computing services, e-commerce, and **digital transformations**. She has strong experience in equipping with a record of success in delivering measurable results and **business value** in line with the organizational purpose, mission, and strategy. She is highly seasoned technology leader with a proven ability to manage, inspire and develop high-performance teams.

She is highly skilled in defining the product vision, **strategy**, portfolio, and **roadmap** to enable and deliver transformative value, developing a deep understanding of the problem space, driving the productization of business use cases using Design Thinking and Google's User Experience **Design methodologies**, partnering with cross-functional teams and business leaders, and driving the product lifecycle from vision to design to deploy to operate.

Education

- ➔ Master's Degree in Business Administration
- ➔ Bachelor's Degree in science

Technical Skills

Artificial Intelligence and Machine Learning, Microsoft Teams, Yammer, PowerPoint, Excel, Word, Project, Visio, SharePoint, OneDrive, OneNote, PowerBI, Azure DevOps, Azure Fundamentals, Atlassian (Jira, Confluence, Trello), ServiceNow, Test Rail, Bugherd, Invision, Figma, Miro, Canva, Asana, ClickUp, Smart Sheet, Sitecore, WordPress, Squarespace, Shopify, WooCommerce, Amazon Merchant, Stripe Payments, Hubspot CRM, Hootsuite Social Media Posting Scheduler, Mailchimp, Klaviyo Email Marketing, Yotpo Product Reviews, Tidio Customer Service Chatbots, ShareASale, Rakuten, Awinq, CJ, StackCommerce

<< How Ethel's Experience Benefits >>



Ethel comes with extensive experience in delivering measurable results and business value in line with the organizational purpose, mission, and strategy. She has Strong experience in leading the strategy, planning, change management, and execution of the enterprise migration to M365 SharePoint Online, supporting the M365 vision of moving towards cloud and market services at an optimized price point, keeping up with the pace of innovation, and enabling collaboration with internal and external users across multiple devices and platform

<< Recent Professional Experience >>

AgreeYa Solutions

Feb 2023 - Present

Project Name: Government to Commercial M365 Tenant Migration

Staff Role: Senior IT Project Manager

- Led the migration of M365 from the government to commercial tenant, including Exchange Online, SharePoint Online, Teams, OneDrive, and Planner.
- Managed full-scale implementation of exchange migration, O365 migration Yammer, OneDrive, and SharePoint.
- Organized and constructed Microsoft Share point sites for various technology work streams in efforts to streamline information to a single repository.
- Build, configured, and managed governance for different streams in O365, such as SharePoint apps, flows, Power Apps, Power BI, Teams, and OneDrive for Business.
- Developed and implemented O365 Governance Policy following industry best practices
- Tracked project budget and prepared Monthly Status Report (MSR) that included budget and cost updates

Southern California Association of
Governments (SCAG)

Feb 2023 – Present

Project Name: Finance Document Approval Workflow

Staff Role: Senior IT Project Manager

- Led the development of 5 business document approval workflows for the Finance department using SharePoint and Power Automate
- Worked on project planning, team & client management, and the execution of enterprise projects in complex technology environments
- Designed enterprise architecture and established standards/guidelines for tuning and deployed custom SharePoint solutions
- Build SharePoint Online and Office 365 solutions for enterprise environments

- ➔ Implemented industry best practices and performed Project evaluation, dissemination and documentation activities
- ➔ Developed and presented technical solutions for the purpose of demonstrating performance and functionality alternatives

Houston Methodist Hospital

Dec 2021 – Jan 2023

Project Name: Website (houstonmethodist.org) Redesign and Implementation

Staff Role: Senior IT Project Manager

- ➔ Led the Houston Methodist Academic Institute's internet website (houstonmethodist.org) redesign and implementation project to modernize the academic, research, and education institute's online and digital presence to balance, clarify and distinguish between the consumer and academic professional audience experience
- ➔ Elevate HM's brand equity and national brand reputation to become the #1 hospital in the USA (currently the #1 hospital in Texas and #16 in the USA)
- ➔ Worked with the Digital Working Group consultants to modernize the digital employee experience
- ➔ Led the Houston Methodist Academic Technology's data and analytics project to create the infrastructure for the data warehouse, onboard business use cases, and launch the academic institute's management information reporting, dashboards, and advanced analytics
- ➔ Led the web and mobile app product management focused on strategizing, developing product roadmaps, managing prioritized requirements
- ➔ Created innovative user and patient experiences in finding doctors (primary care group and specialty physician group), booking appointments, load-balancing, cross-selling, and developing flexible care options

Royal Dutch Shell

July 2007 – Dec 2020

Project Name: Enterprise-Wide Web, Mobile, Technology, and Digitalization

Staff Role: Global Product and Program Manager

- ➔ Led the development and definition of the operating model of Shell's information and digital organization, focusing on the roles, responsibilities, and job descriptions of the Product Line Manager, Product Manager, Product Owner, and Data Owner
- ➔ Worked on Shell's re-organization to operationalize Shell's Digital Strategy
- ➔ Worked with executive leadership and delivery teams to accelerate value realization from digital transformation
- ➔ Facilitated communities across Shell to develop a coherent approach for business-led activities, sharing, building, and enhancing capabilities necessary for the digital transformation
- ➔ Led the product implementation and deployment of Shell Upstream, Exploration, and Integrated Gas enterprise architecture and data and analytics platform consisting of Microsoft Azure, SAP HANA, Databricks, Python, R, Alteryx, PowerBI, and PowerApps, including all products and services that enable Shell's full-scale Asset Management Digitalization Roadmap, with an estimated value of \$2.9B
- ➔ Developed and implemented a re-imagined product and user

- ➔ Helped executives and front-line workers generate actionable insights from data through interactive web and mobile user experience and omnichannel marketing and branding
- ➔ Delivered AI-enabled insights-as-a-service using AI, ML, and RPA
- ➔ Served as a digital strategist and influencer in data and digitalization, data literacy, data cultural transformation, business process transformation, and technical asset operation technology
- ➔ Provided end-to-end product ownership and delivery of the entire web and mobile analytics platform that supported the asset digitalization business case
- ➔ Validated the digital business objectives and use cases and influenced stakeholders to balance the competing priorities of the assets against the center
- ➔ Worked closely with Gartner to synthesize best industry practices and implement a best-in-class digital strategy
- ➔ Led the transition and transformation of the end-user services contract and operational accountability from DXC to TCS, covering Onsite Support Services, Workspace Services, and Service Desk
- ➔ Modernized the user experience accompanying these services using conversational platforms, AI/ML engines, responsive web and mobile interfaces, social media and communities, and gamification. Enabled the realization of \$400M/year savings
- ➔ Led cross-functional teams and enterprise-wide digital workplace experience transformation
- ➔ Led the strategy, planning, change management, and execution of the enterprise migration to M365 SharePoint Online, supporting the M365 vision of moving towards cloud and market services at an optimized price point, keeping up with the pace of innovation, and enabling collaboration with internal and external users across multiple devices and platform
- ➔ Led the business readiness program to achieve adoption and embedding through effective user experience
- ➔ Implemented web and mobile interfaces for effective user engagement
- ➔ Built go-to-market campaigns to attract and capture the target audience
- ➔ Established communities of excellence and developed loyal ambassadors
- ➔ Led the supplier engagements (Microsoft, Accenture/Avanade, HPe, and AT&T), including escalations and negotiation of the project and run-and-maintain commercials to ensure cohesive integration of multi-supplier deliveries into the operational landscape.
- ➔ Led the development of the Microsoft Azure CIP service, delivering Shell's first and innovative integration platform for Cloud-to-Cloud (Salesforce, SAP Hana Cloud Platform, AWS, Azure) and Cloud-to-Shell On-Premise connection for secure and reliable application hosting. Achieved the delivery of networking facilities and Azure platform build-out through AT&T and Microsoft partnership despite a very tight timeline
- ➔ Realized \$8M/year project and operational cost savings through rigorous commercial negotiations with Microsoft, T-Systems, and Wipro
- ➔ Led the global enterprise migration from Livelink to SharePoint amid chaotic and widespread business resistance to change
- ➔ Led the business and supplier (T-Systems, Accenture/Avanade, IBM) engagements and relationship-building
- ➔ Enabled successful migration of Shell businesses to SharePoint and realizing information foundation value to support future innovation and cost savings through central migration services at lower cost and decommission of legacy hardware/software
- ➔ Implemented business readiness and change management programs to ensure adoption and embedding

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- ➔ Led the delivery of the playbook and toolkit, enabling the shift of Unconventional business to market standard implementation, including the business change and stakeholder management and operating model
- ➔ Led Shell's billion-dollar MAD programs such as Permian Asset (Chesapeake in Texas) and East Resources (Pennsylvania), Duvernay (Canada), and South Texas Shell Assets
- ➔ Delivered business readiness and adoption programs to ensure successful and seamless integration of the newly acquired assets into Shell

M365 SME



Habib Faisal Bilfaqi
Microsoft 365 SME



Professional Certifications

- ➔ Microsoft 365 Certified: Enterprise Administrator Expert
- ➔ Microsoft Certified Solutions Associate: Office 365
- ➔ Microsoft Certified Solutions Expert: Mobility
- ➔ Microsoft Certified Solutions Expert: Cloud Platform and Infrastructure
- ➔ Microsoft Certified Solutions Expert: Productivity
- ➔ Microsoft Certified Solutions Expert: Server Infrastructure
- ➔ Microsoft 365 Certified: Security Administrator Associate
- ➔ Microsoft 365 Certified: Teams Administration Associate
- ➔ Microsoft 365 Certified: Messaging Administrator Associate
- ➔ Microsoft Certified Solutions Associate: Windows 10

Summary of Experience in Proposed Role

Habib is a **Microsoft 365 Certified: Enterprise Administrator Expert**, Microsoft Certified Solutions Associate: Office 365, Microsoft Certified Associate: Azure Administrator, Microsoft 365 Certified: Teams Administration Associate, and Microsoft Certified Solutions Expert: Cloud Platform and Infrastructure. He is having experience in the design, and architecture of Microsoft office 365, and Azure Cloud environments and implemented environments for clients to migrate on-premise services, such as email, SharePoint, and shared files to Office 365. He has expertise in different Microsoft products including Exchange Online, 2016, 2013, 2010, 2007, 2003, and Office 365, Lync, Skype for business, and MS office suites. He has provided advisory and migration services to clients for **Office 365 DLP, Conditional Access, SAML SSO, OneDrive, Teams with Voice, Exchange Online, SharePoint, Intune, Compliance, and Security**. He has experience in providing Engineering support for Microsoft End Customers. Experience in design, architecture, and implementation of **Microsoft office 365, Azure Cloud environment**, key experience in implementing environment for client to migrate on-premise service, such as email, SharePoint, and shared files, to Office 365 using native tools, BitTitan, and/or Quest QMMAD & Quest ODM tools. Expert in developing key relationships with people in a professional environment.

Technical Skills

- ➔ Microsoft Certified Associate: Azure Administrator
- ➔ Microsoft Specialist: Implementing Microsoft Azure Infrastructure Solutions
- ➔ Microsoft Specialist: Server Virtualization with Windows Server Hyper-V and System Center Specialist

Microsoft Technology Stack: Microsoft Azure Cloud, Amazon Web Services, MS Intune, Azure AD Premium, Office 365, **Server:** MS Windows 2003 Server/Server 2008/Server 2008R2/Server 2012/Server 2012R2/Server 2016/Server 2019, SQL Server 2005/2008/2008R2/2012/2014/2017, Exchange 2007/2010/2013/2016, IIS 6/7/7.5, Microsoft Fail-Over Cluster 2008R2/2012, Windows 7 Pro/Windows 8.1 Pro/Windows 10 Pro, MS Office 2010/2013/2016, MAC OSX, Adobe Creative Cloud, Lotus Notes 7, SonicWall VPN Client, Paragon Disk Imaging, Symantec Backup Exec 13, Veeam, System Center 2012R2, Symantec Antivirus, Symantec MessageLabs Spam Manager, Kaspersky Antivirus, Blackberry 4.1 Server, **Software:** APC Parachute, Solarwinds Storage Manager, Solarwinds Log and Event Manager, Qualys PCI Compliance, Sysaid Helpdesk, Dell Kace 1000/2000, Dell Email Archive Manager, Office 365, Skype for Business.

Education

Bachelor of Science in Network and Communications Management

<< How Habib's Experience Benefits >>



Habib's substantial expertise offers significant benefits including his certifications in Microsoft 365, Office 365, and Azure underscore his proficiency in cloud technologies. His skill in designing and executing seamless transitions to Office 365 and Azure demonstrates his capability. He provides advisory services for Office 365 and security, bolstered by diverse technical skills for efficient troubleshooting and management. Habib excels in collaboration, displays software proficiency, and places a high priority on security and compliance. Collectively, his experience provides a strong foundation in technical knowledge, cloud proficiency, and solutions tailored to clients' needs.

<< Recent Professional Experience >>

SNAH Technologies, Inc.,
Arlington Heights, IL

Mar 2022-Present

Role: Microsoft 365 Architect

- ➔ Provide advisory and migration services to clients for Office 365
- ➔ DLP, Conditional Access, SAML SSO, OneDrive, Teams with Voice, Exchange Online, SharePoint, Intune, Compliance and Security, PIM
- ➔ Migrated Exchange 2010 to Exchange 2019

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- Implemented environment for client to migrate on premise service, such as email, SharePoint, and shared files, to Office 365 using native tools, BitTitan, and/or Quest QMMAD & Quest ODM tools
- Migrated SMB (50-500 seats) & Enterprise (2000-12000 seats) environments using Quest ODM Tools for M365 workloads and Local AD for mergers, acquisition, and divestures
- Domain migration to greenfield
- PKI infrastructure upgrades
- Domain Controller upgrades
- RDS host implementation (sessions hosts)
- Azure migration projects for lift and shift
- Azure Infrastructure implementation
- VM, VNET, Storage, HA with regions, WAF, Load balancer
- AWS Infrastructure implementation
- FortiGate Firewall implementation with SDWAN
- Cisco Core switch implementation

Logicalis, Chicago, IL

Nov 2018 – Feb 2022

Role: Microsoft 365/Azure Architect

- Provide advisory services to clients for Office 365
- Migrated Exchange 2010 to Exchange 2016
- Implemented environment for client to migrate on premise service, such as email, SharePoint, and shared files, to Office 365 using native tools, BitTitan, and/or Quest tools
- Migrated on-prem services and infrastructure to Azure IaaS/PaaS/SaaS environment (such as SQL-as-a-Service, ASR, ASE, etc.)
- Deployed Palo Alto firewall structure based on vendor specifications in Azure
- Implemented layered security approach in Azure & Office 365
- Trained client IT department on modern technology
- Worked on projects using scrum method
- Document current and new environment with knowledge transfer for clients
- Migrated AD environments using Quest tools for consolidation and divesture of companies
- Implemented MDM solution using Intune
- Deployed Office 365 EMS features for better security posture and security score

Concurrency, Chicago, IL

Jun 2017 – Nov 2018

Role: Office 365 Consultant

- Provide advisory services to clients for Office 365
- Migrated Exchange 2010 to Exchange 2016
- Implemented environment for client to migrate on premise service, such as email, SharePoint, and shared files, to Office 365
- Design and Architecture of Azure Cloud environment
- Migration of on-prem VM Ware and/or Hyper-V Environment to Azure Cloud
- Working with TechOps and DevOps in Azure Cloud
- Trained client IT department on modern technology
- Worked on projects using agile method

➔ Document current and new environment with knowledge transfer for clients

<< Other Client Engagements >>

IPC, Bannockburn, IL	May 2009 – Jun 2017
Blue Canyon Partners, Inc., Skokie, IL	Jul 2005 – Aug 2008
Marcus Evans, Chicago, IL	May 2004 – Jul 2005
OAO Technology, Chicago, IL	Oct 2001 – May 2004

D. Related Experience

AgreeYa has the required capability available in all respects to perform fully the requirements and possesses the necessary integrity and reliability which will assure good faith performance. AgreeYa is **actively performing services since last 24+ years** and providing our expertise to Public and Private Sector.

AgreeYa is a **Microsoft Solutions Partner** which has enabled us to bring proficiency in the work and can provide ability to deliver successful solutions built on Microsoft Technology.



AgreeYa's **Microsoft 365 Practice** has strong credentials to support the City's desire to **migration to Microsoft Exchange Online**, as well as the configuration and implementation of **M365 workloads setup and training**. AgreeYa's status as **Microsoft Solutions Partner for Data and AI, Infrastructure, Digital & App Innovation** in different areas is a testimony of our capability, experience, and customer satisfaction in the Digital Transformation space.

Per Microsoft: The **Collaboration and Content** competency is for partners who specialize and prove their reliability as **SharePoint solution providers** and meet Microsoft's professional standards. We are confident we can provide the **City** with a talented and experienced team of M365 resources to configure, implement and migrate the City's existing Microsoft 365 hosted exchange environment to Exchange Online platform, configure & implement SharePoint Online, MS Teams, OneDrive for Business, implement Security & compliance best practices for Microsoft 365, Implement Microsoft 365 Identity and Access, provide the required integration with existing Systems, and provide required monitoring, troubleshooting, and support services as needed.

We have worked and supported **more than 550+ Organizations**, including **more than 100 public sector clients** (including cities, towns, municipalities, counties, states, and federal agencies) where we have provided them Microsoft 365 Implementation, and other services. Notably AgreeYa has collaborated **with 50+ agencies in California** like **City of San Jose, City of Fontana, California Department of Public Health (CDPH), Blue Diamond Growers (BDG), Santa Clara County, Humboldt County, Orange County, Sacramento Municipal Utility District (SMUD), Solano County, San Mateo County, Stanislaus County, Alameda County, Port of San Diego, Port of Long Beach**, among a host of other counties, cities, and departments.

Provided below is the related **letter(s) of authorization from Microsoft** which shows that AgreeYa holds **valid Microsoft certifications** and is a **certified Microsoft Partner**.

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399
Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com



August 3, 2023

To whom it may concern,

On July 18, 2023, the Microsoft Partner Network was renamed to the Microsoft AI Cloud Partner Program. In the Microsoft Partner Network, a partner's technical capabilities in Microsoft products or technologies were demonstrated by attaining silver and gold competencies.

For the purposes of in-progress Request For Proposal (RFP), this letter confirms that the partner named below did hold the legacy Microsoft Partner Networks competencies listed below and is still able to receive the benefits associated with them.

AgreeYa Solutions Inc. (Partner ID: 1055891)
605 Coolidge Drive
FOLSOM, CA - 95630-4205
United States

Legacy competencies : Demonstrate technical capabilities in Microsoft products or technologies.

- Gold Application Integration
- Gold Data Analytics
- Gold Communications
- Gold Application Development
- Gold Collaboration and Content
- Gold Datacenter
- Gold Cloud Productivity
- Gold Messaging
- Gold Project and Portfolio Management

Microsoft Corporation is an equal opportunity employer.

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com



In the new Microsoft AI Cloud Partner Program, competencies are no longer offered. Instead, partners can attain Solutions Partner designations to showcase their organization's technical capabilities, experience, and ability to deliver successful customer outcomes aligned to the Microsoft Cloud.

Best Regards,



Dan Rippey
Program Director for the Microsoft AI Cloud Partner Program

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Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com



Dear AgreeYa Solutions Inc.,

Congratulations! Your organization has attained a Solutions Partner designation in the Microsoft AI Cloud Partner Program. Your organization is one of the first Microsoft partners to attain this designation and I'm excited to celebrate this achievement with you.

I believe in empowering people and driving growth. What that means for you is that we want to empower your organization with the capabilities, resources, and industry depth to best serve customers. And we will invest in your profitability and growth. This is what partnership means to me. So, thank you for your commitment and for the investment you're making in our partnership and in delivering customer success.

The Solutions Partner designation demonstrates your organization's technical capabilities, experience, and ability to deliver successful customer outcomes aligned to the Microsoft Cloud and helps you differentiate your organization with customers.

Your organization AgreeYa Solutions Inc. has attained:

- Solutions Partner for Infrastructure (Azure)
- Solutions Partner for Data & AI (Azure)
- Solutions Partner for Digital & App Innovation (Azure)
- Solutions Partner for Modern Work

Best Regards,

Nicole Dezen
Chief Partner Officer and Corporate Vice President, Global Partner Solutions

Microsoft Corporation

This information is current as of August 3, 2023.

Microsoft Corporation

M365 Project Matrix

We have several multiyear and multi projects engagements for public sector organizations where AgreeYa has provided the similar services which city seeks like **City of Loveland, Platte River Power Authority (PRPA), City of Fontana, Kawasaki Motors Corporation USA, Bureau Veritas, Wimberly Allison Tong & Goo (WATG), North Valley Emergency Specialist (NVES), City of Roseville, Hospice of Humboldt, Wimberly Allison Tong & Goo, California Student Aid Commission, Village of Sacramento, California Public Employee Retirement Systems, City of San Jose** where we were the technology partner to migrate their email systems to exchange Online.

Below are just a few of the many projects that AgreeYa has executed on behalf of clients across various sectors. These examples will provide a flavor of the unique experience we bring to the City.

	MS Exchange & Active Directory	SharePoint	Migration	OneDrive	Microsoft Teams	Microsoft 365 Governance, User Adoption, and Training	Support Services	Public Agency
City of Loveland	✓	✓	✓	✓	✓	✓	✓	✓
City of Fontana	✓	✓			✓	✓	✓	✓
Blue Diamond Growers		✓	✓	✓	✓	✓	✓	
California Department of Public Health (CDPH)	✓	✓	✓	✓	✓	✓		✓
San Diego Unified Port District		✓	✓			✓	✓	✓
Platte River Power Authority (PRPA)	✓	✓	✓	✓	✓	✓	✓	✓
City of Pasadena	✓					✓	✓	✓
City of Roseville	✓				✓	✓	✓	✓
Wimberly Allison Tong & Goo (WATG)	✓					✓	✓	
North Valley Emergency Specialist (NVES)	✓	✓	✓	✓	✓	✓	✓	✓
Kawasaki Motor Corp	✓	✓	✓	✓	✓	✓		
SCAG		✓	✓	✓	✓	✓	✓	✓
Sacramento Municipal Utility District (SMUD)		✓	✓		✓	✓	✓	✓
City of Palo Alto		✓	✓			✓	✓	✓
Solano County		✓	✓			✓	✓	✓
Washington State Department of Enterprise Service		✓	✓			✓		✓



AGENDA STAFF REPORT

MEETING DATE: 12/19/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of the appropriation of \$36,360, from the Transportation Development Act Fund, for engineering and grant writing services to be provided by Interwest Consulting Group for the purpose of applying for the 2024 RAISE Grant for infrastructure improvements to Downtown Hanford and nearby alleys

RECOMMENDATION:

Recommended Motion: Approve appropriation of \$36,360 in the Transportation Development Act Fund for engineering and grant writing services to be provided by Interwest Consulting Group for the purpose of applying for the 2024 RAISE Grant for infrastructure improvements to Downtown Hanford and nearby alleys

BACKGROUND:

The Federal RAISE Grant provides ~\$1.5 billion annually for infrastructure improvements that emphasize "safety, equity, climate and sustainability, and workforce development". The City is seeking approximately \$13-18 million in RAISE Grant funds for infrastructure that improves walkability, safety and sustainability in the downtown and nearby alleys.

The RAISE Grant application requires a Benefit-Cost Analysis (BCA) in order to be eligible for funding. The purpose of the BCA is to enable the grant scoring committee to evaluate the cost-effectiveness of the proposed project by comparing its expected benefits to its expected costs relative to the "baseline." The BCA is a technical document that requires preliminary engineering, engineer cost estimates, and traffic analysis to complete.

City Staff wishes to use Interwest Consulting Group to provide some grant writing and engineering assistance to complete the BCA and other application components at a cost not to exceed \$36,360. Applications for the RAISE Grant are due by February 28, 2024.

FISCAL IMPACT:

Cost of \$36,360 for services to be funded from the Transportation Development Act Fund where there is available funding to offset cost. If the 2024 RAISE Grant is awarded, the City will receive approximately \$15,000,000 in funding.

ATTACHMENTS:

None



AGENDA STAFF REPORT

MEETING DATE: 12/19/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Acceptance of a grant from the Federal Railroad Administration (FRA) in the amount of \$24,077, to help reduce homelessness along railways, and Amend the Police Department's operating budget by Appropriation of the same amount in the General Fund, and Authorize the City Manager to execute the grant agreement.

RECOMMENDATION:

Recommendation:

Accept a grant from The Federal Railroad Administration (FRA) in the amount of \$24,077, and Amend the Police Department's operating budget by Appropriation of the same amount in the General Fund, and Authorize the City Manager to execute the grant agreement.

Recommended Motion:

I move to accept a grant from the Federal Railroad Administration (FRA) in the amount of \$24,077, amend the Police Department's operating budget by Appropriation of the same amount in the General Fund, and Authorize the City Manager to execute the grant agreement.

BACKGROUND:

The Hanford Police Department sought the Railroad Trespassing Enforcement Grant through the Federal Railroad Administration (FRA). The Department submitted a grant proposal to help combat trespassing along railways with a major emphasis on reducing the impact of homelessness in those areas. This will help minimize the accidents and occurrences that happen along railways, and prevent the emergence of new homeless encampments.

These grant-funded operations will consist of sixteen (16) separate, four-hour details, comprised of teams of five (5) officers. The five (5) officers from Hanford Police Department will be partnered with additional officers from BNSF, although BNSF personnel will not be compensated through grant funding. Grant funds will be used strictly to compensate Hanford Police Officers' overtime wages for these operations.

Operations will focus on problem railroad areas throughout the City of Hanford, some of which include Hanford-Armona Road, and the BNSF railroad tracks on the south of town, to Grangeville Boulevard and the tracks to the north side of Hanford, as well as another problem area with the SJVR tracks from East Lacey Boulevard to 13th Avenue to the west. Lastly, additional attention will be paid to the Amtrak station located in the center of the city, which is a problem area, generating many trespass calls.

There are no matching funds associated with this grant, an appropriation for the amount of the grant will have to be made to expend the funds as the reimbursement will occur after the fact. There may be minor expenditures that will have to occur in excess of the grant amount as the grant administrator wants the agency to expend all of the funds and it is not possible to expend the exact amount. We will strive to get as close as possible to the actual grant amount and minimize the impact on the department's operating budget. Any amount in excess can be absorbed within the existing police budget.

FISCAL IMPACT:

The fiscal impact will be a total of \$24,077 of grant monies to the City. Staff is requesting a budget amendment to recognize the grant funds and an appropriation of funds in the amount of \$24,077 to the General Fund for the Police Department. The City will be reimbursed on a quarterly basis by the grant administrator.

ATTACHMENTS:

1. GRANT AGREEMENT



Federal Railroad Administration

Grant Agreement

1. RECIPIENT NAME AND ADDRESS CITY OF HANFORD 319 N Douty St Hanford, CA 93230-3951		2. AGREEMENT NUMBER: 69A36524420250CRSCA		3. AMENDMENT NO. 0		
		4. PROJECT PERFORMANCE PERIOD: FROM 12/01/2022 TO 06/30/2024				
		5. FEDERAL FUNDING PERIOD: FROM 12/01/2022 TO 06/30/2024				
1A. IRS/VENDOR NO. 946000345		6. ACTION New				
1B. UEI. DJUXR18MN678 1C. DUNS.						
7. CFDA#: 20.325						
8. PROJECT TITLE Hanford Police Department Railroad Trespassing Enforcement Project		TITLE		FEDERAL	NON-FEDERAL	TOTAL
		9. PREVIOUS AGREEMENTS		0.00	0.00	0.00
		10. THIS AGREEMENT		24,077.00	0.00	24,077.00
		11. TOTAL AGREEMENT		24,077.00	0.00	24,077.00

12. INCORPORATED ATTACHMENTS
THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

Standard Terms and Conditions, Attachment 1: Statement of Work, Attachment 2: Deliverables and Approved Project Schedule, Attachment 3: Approved Project Budget, Attachment 4: Performance Measurements, Attachment 5

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT
49 U.S.C. § 103 (i) and 49 U.S.C. § 20151(b) Consolidated Appropriations Act, 2021, Public Law No. 116-260 (December 27, 2020)

14. REMARKS
This award replaces Agreement # 69A36523420030CRSCA, which used an incorrect UEI.

GRANTEE ACCEPTANCE		AGENCY APPROVAL	
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Ms. Stephanie Huddleston Captain		17. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL	
16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL Electronically Signed	16A. DATE 12/01/2023	18. SIGNATURE OF AUTHORIZED FRA OFFICIAL	18A. DATE
AGENCY USE ONLY			
19. OBJECT CLASS CODE: 41010		20. ORGANIZATION CODE: 5030300000	
21. ACCOUNTING CLASSIFICATION CODES			
DOCUMENT NUMBER 69A36524420250CRSCA	FUND 27X0700021	BY 2024	BPAC 07024TPSRM
		AMOUNT 24,077.00	

AWARD ATTACHMENTS

CITY OF HANFORD

69A36524420250CRSCA

1. Standard Terms and Conditions, Attachment 1
2. Statement of Work, Attachment 2
3. Deliverables and Approved Project Schedule, Attachment 3
4. Approved Project Budget, Attachment 4
5. Performance Measurements, Attachment 5

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

Grant Agreement – Attachment 1
STANDARD TERMS AND CONDITIONS

December 2020

PART I. ATTACHMENT OVERVIEW AND DEFINITIONS

Attachment 1 is part of the Agreement and contains the standard terms and conditions governing the execution of the Project and the administration of the Agreement. By entering into this Agreement with the Federal Railroad Administration (FRA), the Grantee agrees to comply with these terms and conditions and all applicable Federal laws and regulations, including those discussed in this Agreement. Terms that appear frequently throughout the Agreement are defined, as follows:

- a. **Agreement** means this Grant Agreement, including all attachments and amendments. As used on the Agreement cover sheet, section 9 “Previous Agreements” refers to the amount of the original Agreement, together with, if applicable, all amounts from amendments to the Agreement that precede the current amendment. As used on the Agreement cover sheet, section 10 “This Agreement” refers to the amount being added or subtracted with the current amendment, if applicable, or the original Agreement. As used on the Agreement cover sheet, and section 11 “Total Agreement” refers to the combined amounts of Section 9 “Previous Agreements” and Section 10 “This Agreement”.
- b. **Application** means the signed and dated application submitted by or on behalf of the Grantee, as may be amended, seeking Federal financial assistance for the Project, together with all explanatory, supporting, and supplementary documents, assurances and certifications filed with and accepted by FRA or DOT.
- c. **Approved Project Budget** is in Attachment 4 to this Agreement and means the most recently dated written statement, approved in writing by FRA, of the estimated total cost of the Project.
- d. **Approved Project Schedule** is in Attachment 3 to this Agreement.
- e. **Authorized Representative** means the person(s) at FRA or the Grantee who is able and approved to communicate on behalf of the organization, perform the referenced action, or commit the organization to the referenced action, pursuant to the organization’s internal policies, procedures, or reporting structure.
- f. **DOT** means the United States Department of Transportation, including its operating administrations.
- g. **Effective Date** means the earlier of the federal award date and the beginning of the Project Performance Period.
- h. **Federal Contribution** means the amounts obligated, whether paid or not, by FRA to the Grantee under this Agreement as shown in the “Federal” column in sections 9, 10 and 11 of the Agreement cover sheet.
- i. **Federal Funding Period** means the period that FRA provides funds under this Agreement as shown in section 5 of the Agreement cover sheet.

- j. **Federal Government** means the United States of America and any executive department or agency thereof.
- k. **Federal Railroad Administration or FRA** is an operating administration of the DOT and the Federal Awarding Agency for this Agreement.
- l. **Grantee** means the entity identified on the Agreement cover sheet that receives Federal grant assistance directly from FRA for the accomplishment of the Project referenced in this Agreement.
- m. **Grant** as used in this Agreement means funding awarded through a grant agreement as well as funding awarded through a cooperative agreement as each of those terms is defined in 2 C.F.R. Part 200.
- n. **Non-Federal Contribution** means any amount, as shown under the “Non-Federal” column in sections 9, 10 and 11 of the Agreement cover sheet, including matching funds as used in 2 C.F.R. Part 200, not funded by FRA under this Agreement, regardless of whether the source of any or all of such contribution is a Federal source.
- o. **Pre-Agreement Costs** means “pre-award costs,” as that term is defined in 2 C.F.R. § 200.458.
- p. **Project** means the task or set of tasks set forth in the Statement of Work.
- q. **Project Performance Period** means “period of performance” as defined in 2 C.F.R. § 200.1 and described in 2 C.F.R. § 200.309, and is shown in section 4 of the Agreement cover sheet.
- r. **Statement of Work** means a detailed description of the work the Grantee will complete with the grant funding from this Agreement, and appears in Attachment 2 to this Agreement.
- s. **Total Federal Assistance** means the combined total of the Federal Contribution and the portion, if any, of the Non-Federal Contribution that is from a Federal source.

Additional definitions are found in 2 C.F.R. § 200.1, and these definitions are incorporated herein by reference and made a part hereof. These definitions incorporated herein are not capitalized in this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. Grant Agreement:

This Agreement constitutes the entire agreement between the Grantee and FRA. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. This Agreement is governed by and subject to 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201.

2. FRA Role:

This Agreement is between FRA and the Grantee. FRA is responsible for funding disbursements to the Grantee under this Agreement. FRA will also conduct oversight and monitoring activities to assess Grantee progress against established performance goals and the Statement of Work, as well as to assess compliance with terms and conditions and other requirements of this Agreement.

If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Grantee in Project activities.

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate, which may include the following:

- a. **Financial Analyst.** The Financial Analyst will serve as the Grantee's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring. The Financial Analyst is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, the delivery schedule, Project Performance Period or other terms or conditions.
- b. **Grant Manager.** The Grant Manager will serve as the Grantee's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Regional Manager to facilitate effective Project delivery. The Grant Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, Project Performance Period, or other terms and conditions.
- c. **Regional Manager.** The Regional Manager will be the Grantee's point of contact for the technical aspects of Project delivery. The Regional Manager coordinates Project deliverable review, evaluates Grantee technical assistance needs, and generally assesses Project progress and performance. The Regional Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this

Agreement's monetary amount, Project Performance Period, or other terms and conditions.

- d. **Contact Information.** FRA strongly prefers electronic submission of most documents (instructions for electronic submission are included under various requirements outlined in Part II of this attachment). If the Grantee must mail documentation, that documentation should be delivered to the Grant Manager at:

Federal Railroad Administration
Office of Railroad Policy and Development
Mail Stop 20
1200 New Jersey, SE
Washington, DC 20590
ATTN: (ASSIGNED GRANT MANAGER)

3. Grantee Responsibility and Authority:

The Grantee affirms that it had and has, as applicable, the legal authority to apply for the Grant, to enter into this Agreement, and to finance and carry out the proposed Project. The Grantee further affirms that any required resolution, motion or similar action has been duly adopted or passed as an official act authorizing the filing of the Application, where applicable, including all understandings and assurances contained therein, and the entering into of this Agreement. The Grantee will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Agreement without the written approval of the FRA, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Grantee. The Grantee agrees that this will be done in a manner acceptable to the FRA.

4. Project Scope, Schedule, and Budget:

The Grantee agrees to carry out, complete and ensure the use of the Project in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including the Approved Project Budget, the Statement of Work, the Approved Project Schedule, grant guidance, the Application as applicable, and all applicable laws, regulations, and published policies.

- a. **Scope.** The Grantee will furnish all personnel, facilities, equipment, and other materials and services, except as otherwise specified herein, that are necessary to complete the approved Project, in accordance with the representations, certifications and assurances set forth in the Grantee's Applications(s) as applicable, and any amendments thereto, incorporated herein by reference and made a part hereof.
- b. **Schedule.** The Grantee will complete this Project, as documented in the Statement of Work, within the Project Performance Period. Schedule and Project Performance

Period extension requests may be permitted, at the discretion of the FRA, subject to applicable law. The Grantee should request such an extension no later than 90 days prior to the Project Performance Period end date.

- c. **Budget.** The Grantee will complete the Project within the funding limits and parameters specified on the Agreement cover sheet and the Statement of Work.
 - 1) **Project Costs and Funding Contributions.** The Federal Contribution, Non-Federal Contribution and total estimated Project costs toward this Project are documented in sections 9, 10 and 11 of the Agreement cover sheet and may not be changed without a written request and justification from the Grantee, written approval from FRA, and an amendment or closeout to the Agreement. FRA will fund the Project at the lesser of the Federal Contribution or the Federal Contribution percentage of total Project costs, as reflected in sections 9, 10 and 11 of the Agreement cover sheet and the Statement of Work.
 - 2) **Non-Federal Contribution.** The Grantee is responsible for completing the Project, including providing the Non-Federal Contribution and any other funds necessary for completing the Project. The Grantee affirms that it will complete all actions necessary to provide the Non-Federal Contribution at or before the time that such funds are needed to meet Project expenses. The Grantee also affirms that it has sufficient funds available to assure operation and maintenance of items funded under this Agreement that it will own or control.
 - 3) **Project Budget Detail.** The Grantee agrees to carry out the Project according to the Approved Project Budget. The Grantee agrees to obtain the prior written approval from FRA for any revisions to this Approved Project Budget that equal or cumulatively exceed 10 percent of any budget line item (or pertain to a cost category involving contingency or miscellaneous costs), or amount to a reallocation of 10 percent or more of the total Approved Project Budget across cost categories.
- d. **Property and Equipment.**
 - 1) The Grantee will operate the property and equipment funded with this Agreement for the originally authorized purpose.
 - 2) If the Grantee is not the entity operating the property and/or equipment funded with this Agreement, then the Grantee represents that it will ensure the property and equipment funded with this Agreement will be used for the originally authorized purpose, if necessary, through appropriate arrangements with:
 - i. The entity or entities operating the property and/or equipment funded with this Agreement; and

- ii. If applicable, the owner of right-of-way used by the property and/or equipment funded with this Agreement.
- e. **Pre-Agreement Costs.** Grantee may request approval of Pre-Agreement costs incurred after the date of selection. Such a request must demonstrate the purpose and amount of the costs, and whether such costs serve as cost-sharing or matching funds. If FRA approves Pre-Agreement Costs, within the constraints described in the Statement of Work, the Grantee may seek reimbursement for these costs on or after the start of the Federal Funding Period specified on the Agreement cover sheet. Such costs are allowable for reimbursement only to the extent that they are otherwise allowable under the terms of this Agreement, and are consistent with 2 C.F.R. § 200.458.

5. Grant Amendments:

Other than close-out, modifications to this Agreement may be made only in writing, signed by an Authorized Representative for FRA and the Grantee, and specifically referred to as an amendment to this Agreement.

6. Flow Down Provisions:

The Grantee will ensure persons or entities that perform any part of the work under this Agreement, including subrecipients or Contractors, each as defined in 2 C.F.R. § 200.1, will comply with applicable federal requirements and federal guidance, and the applicable requirements of this Agreement. Grantee agrees that flowing down such requirements does not relieve it of any obligation to comply with the requirements itself.

For each of the Grantee's subawards or contracts to perform all or part of the work under this Agreement:

- a. The Grantee must include applicable grant regulations in the subaward or contract and ensure compliance with these provisions, including applicable provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201 *See* 2 C.F.R. § 200.101.
- b. The Grantee must include applicable federal statutory and regulatory requirements in the subaward or contract and ensure compliance with these requirements, including applicable limitations on use of federal funds.
- c. The Grantee must include any other applicable requirements of this Agreement in the subaward or contract and ensure compliance with these requirements.
- d. There will be provisions for the further flow down of the regulations and requirements in subsections (A) and (B) of this section to each subsequent subaward or subcontract, as required.

7. Successors and Assigns:

The Grantee is not authorized to assign this Agreement without FRA's express prior written consent.

8. Execution:

This Agreement may be executed by the Grantee and FRA in separate counterparts, each of which when so executed and delivered will be deemed an original.

9. Changed Conditions of Performance (Including Litigation):

The Grantee agrees to immediately notify FRA, in a written statement to the FRA Grant Manager, of any change in local law, conditions, or any other event that may affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, the Grantee agrees to immediately notify the FRA Grant Manager of any decision pertaining to the Grantee's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable federal laws or regulations. Before the Grantee may name FRA as a party to litigation for any reason, the Grantee agrees first to inform the FRA Grant Manager in writing; this proviso applies to any type of litigation whatsoever, in any forum.

10. Severability:

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement will continue in full force and effect to the extent not inconsistent with such holding.

11. Right of FRA to Terminate:

- a. The Grantee agrees that, upon written notice, FRA may suspend and/or terminate all or part of the Federal Contribution if:
 1. Grantee fails to meet or violates the terms, conditions and obligations specified under this Agreement;
 2. Grantee fails to make reasonable progress on the Project;
 3. Grantee fails to provide the Non-Federal Contribution;
 4. Grantee violates any other provision of this Agreement that significantly endangers substantial performance of the Project;
 5. FRA determines that the purposes of the statute(s) under which the Project is authorized or funded would not be adequately served by continuation of the Federal Contribution; or
 6. FRA determines that termination of this Agreement is in the public interest.
- b. In general, suspension and/or termination of any part of the Federal Contribution will not invalidate obligations properly incurred by the Grantee and concurred in by FRA

before the termination date; to the extent those obligations cannot be canceled. However, FRA reserves the right to require the Grantee to refund the entire amount of the Federal Contribution provided under this Agreement or any lesser amount as may be determined by FRA in its sole discretion, if FRA determines that the Grantee has willfully misused the Federal Contribution, including by:

1. Failing to make adequate progress
2. Failing to make reasonable use of the Project property, facilities, or equipment, or
3. Failing to adhere to the terms of this Agreement.

12. Term

This Agreement is in effect from the Effective Date until the end of the closeout period, regardless of whether FRA suspends or terminates all or part of the Federal Contribution provided herein. The expiration of any time period for performance or funding established for this Project does not, by itself, constitute an expiration or termination of this Agreement.

The end of the closeout period of this Agreement does not affect continuing obligations under 2 C.F.R. Part 200, including those in 2 C.F.R. § 200.345. Any right or obligation of the parties in this Agreement or the closeout notification which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

PART III. GRANT MANAGEMENT TERMS AND CONDITIONS

Performance and Reporting Provisions

13. Deliverables and Products:

The Grantee will submit deliverables, including publications or other products, to FRA as stipulated in this Agreement. Substantive changes to the nature of the deliverables or significant timeline modifications require advanced written approval and may require an Amendment to this Agreement.

The Grantee will submit deliverables that adhere to all applicable laws, regulations, and FRA guidance within the timeframes established. In some instances, as articulated in the Statement of Work, the Grantee may be required to submit deliverables and obtain approval from FRA prior to continuing all or a portion of the work on the Project. Accordingly, the Grantee must account for FRA deliverable review time when planning work or submissions.

Whether for technical examination, administrative review, publication, or approval, all deliverable submissions will be of a professional quality and suitable for their intended purpose.

14. Quarterly Progress Reports:

The Grantee will submit one completed progress report quarterly (totaling four annually), in the form/format provided by FRA at <http://www.fra.dot.gov/Page/P0274>. For the duration of the Project Performance Period, the Grantee must report for the periods of: January 1 – March 31; April 1 – June 30; July 1 – September 30; and October 1 – December 31. The Grantee will furnish one copy of the completed progress report to the assigned FRA Grant Manager on or before the thirtieth (30th) calendar day of the month following the end of the quarter for which the report is submitted.

The Grantee will complete the report in its entirety with the most accurate information available at the time of reporting. The Grantee must be able to support the information contained in its progress reports and ensure that the activities described in the report are commensurate with reimbursement requests and/or outlay figures reported for the quarter. This report will be consistent with 2 C.F.R. §§ 200.301 and 200.329.

15. Quarterly Federal Financial Reports:

The Grantee will submit the Federal Financial Report (Standard Form 425) on the same schedule as the required quarterly progress report (listed above). Reports should be submitted online through GrantSolutions. Reports will be submitted in accordance with the form's instructions. The final SF-425 is due within 120 days after the end of the Project Performance Period, but may be submitted as soon as all outstanding expenditures have been completed. The Grantee must be able to support the information contained in its financial reports and will ensure that all data included in the reports is accurate and consistent.

16. Interim and Final Performance Reports:

If required by the Statement of Work, the Grantee will submit interim reports at the intervals specified in the Statement of Work. The Grantee must submit a Final Performance Report via email to the FRA Grant Manager when the Project(s) funded through this Agreement are completed. The Grantee must complete closeout activities and submit reports, no later than 120 days after the end of the Project Performance Period for this Agreement or the FRA termination date.

17. Project Completion and Closeout:

- a. **Final Documentation.** As soon as the funded Project(s) are complete, the Grantee will submit a final SF-425, a final Progress Report, a final Performance Report, and a final payment request. Closeout activities by Grantee, including submission of the referenced documents, must be completed no later than 120 days after the end of the Project Performance Period for this Agreement or the FRA termination date.
- b. **Excess Payments.** If FRA has made payments to the Grantee in excess of the total amount of FRA funding due, the Grantee will promptly remit that excess and interest

as may be required by section 20(f) of this Attachment.

- c. Closeout. Grantees should begin closeout procedures when their Project(s) is complete. The Project closeout period is complete when all of the following is complete: 1) the required Project work is complete; 2) all administrative procedures described in 2 C.F.R. Part 200 (all sections), as applicable, have been completed; and 3) when FRA either notifies the Grantee of closeout or when FRA acknowledges the Grantee's remittance of a proper refund. Project closeout will not invalidate any continuing obligations imposed on the Grantee by this Agreement, including 2 C.F.R. § 200.345, or by the FRA's final notification or acknowledgment.

18. Transparency Act Requirements—Reporting Subawards and Executive Compensation:

The Grantee will comply with the provisions of the Federal Funding Transparency and Accountability Act of 2006 (Pub. L. 109-282) and 2 C.F.R. Part 170, incorporated herein by reference and made part hereof. For more information, visit <https://www.ftrs.gov/>.

19. Recipient Integrity and Performance Matters

- a. General Reporting Requirement. If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the Project Performance Period, then the Grantee during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in subsection (b) of this section. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

- b. Proceedings About Which the Grantee Must Report.

Submit the information required about each proceeding that:

- 1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- 2) Reached its final disposition during the most recent five-year period; and
- 3) Is one of the following:
 - A criminal proceeding that resulted in a conviction, as defined in subsection (e) of this section;

- A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - An administrative proceeding, as defined in subsection (e) of this section, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - Any other criminal, civil, or administrative proceeding if:
 - It could have led to an outcome described in subsection (b)(3) of this section;
 - It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
 - The requirement in this section to disclose information about the proceeding does not conflict with applicable laws and regulations.
- c. **Reporting Procedures.** Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section (b) of this section. The Grantee does not need to submit the same information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under federal procurement contracts that the Grantee was awarded.
- d. **Reporting Frequency.** During any period of time when the Grantee is subject to the requirement in subsection (a) of this section, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- e. **Definitions.** For purposes of this section:
- 1) **Administrative proceeding** means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- 2) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- 3) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - Only the federal share of the funding under any federal award with a Grantee; and
 - The value of all expected funding increments under a federal award and options, even if not yet exercised.

Financial Management Provisions

20. Payments:

- a. Request by the Grantee for Payment. The Grantee's request for payment of the Federal Contribution of allowable costs will be made to FRA and will be acted upon by FRA as set forth in this section. For states, payments are governed by Treasury/State CMIA agreements, and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies. Non-states must comply with the provisions of 2 C.F.R. §200.305(b). To receive a Federal Contribution payment, the Grantee must:
 - 1) Demonstrate or certify that it has made a binding commitment of the Non-Federal Contribution, if applicable, adequate when combined with the Federal Contribution, to cover all costs to be incurred under the Project as of the date of the request. A Grantee required by federal statute or this Agreement to provide Non-Federal Contribution for the Project agrees:
 - i. to refrain from requesting or obtaining any Federal Contribution that is more than the amount justified by the Non-Federal Contribution that has been provided; and
 - ii. to refrain from taking any action that would cause the proportion of the Federal Contribution at any time to exceed the percentages authorized under this Agreement. The phasing or expenditure rate of the Non-Federal Contribution may be temporarily adjusted only to the extent expressly provided in writing by an Authorized Representative of FRA.
 - 2) Submit to FRA all financial and progress reports required to date under this Agreement; and

- 3) Identify the funding source(s) provided under this Project, if applicable, from which the payment is to be derived.
- b. Reimbursement Payment by FRA. Unless otherwise approved by FRA, FRA will disburse funds to the Grantee on a reimbursable basis, whereby the Grantee will be reimbursed for actual expenses incurred and paid, after the submission of complete and accurate invoices and payment records. The Grantee's request for payment will be made to FRA through the Department of Transportation's Delphi eInvoicing System and will be acted upon as set forth in this section.
- 1) Delphi eInvoicing System first-time users must obtain access to the System by contacting the Financial Analyst. Additional information on the System can be found at www.dot.gov/cfo/delphi-einvoicing-system.html.
 - 2) Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FRA will authorize payment by direct deposit, provided the Grantee: (i) is complying with its obligations under this Agreement; (ii) has satisfied FRA that it needs the requested Federal Contribution for the period covered by the payment request (as identified on the Standard Form 270 Request for Advance or Reimbursement (SF-270)); and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FRA may reimburse allowable costs incurred by the Grantee up to the maximum amount of the Federal Contribution.

The Grantee agrees to give a written, five-day notice to the assigned FRA Grant Manager for any payment request totaling \$50 million or more. Grantees should note that FRA is unable to process single payment requests greater than \$99,999,999. The Grantee agrees to adhere to and impose upon its subrecipients all applicable foregoing "Reimbursement Payment by FRA" requirements of this Agreement.

If the Grantee fails to adhere to the foregoing "Reimbursement Payment by FRA" requirements of this Agreement, FRA may withhold funding disbursements.

- c. Allowable Costs. FRA will reimburse the Grantee's expenditures, within the Federal Funding Period, only if they meet all of these requirements:
- 1) Conform to the Project description, the Statement of Work, the Approved Project Budget, and all other terms of this Agreement;
 - 2) Be necessary in order to accomplish the Project;
 - 3) Be reasonable for the goods or services purchased;
 - 4) Be actual net costs to the Grantee (i.e., the price paid minus any applicable

credits, refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);

- 5) Be incurred (and be for work performed) within the Project Performance Period, unless specific authorization from FRA to the contrary is received in writing;
 - 6) Unless permitted otherwise by federal statutes or regulation, conform to federal guidelines or regulations and federal cost principles, as set forth in 2 C.F.R. Subpart E § 200.400 – 200.476.
 - 7) Be satisfactorily documented; and
 - 8) Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FRA for the Grantee, and those approved or prescribed by the Grantee for its subrecipients and contractors.
- d. Disallowed Costs. Disallowed costs include the following:
- 1) Any Project costs incurred, activities undertaken, or work performed outside of the Project Performance Period, unless specifically authorized by FRA in writing, allowed by this Agreement, or otherwise permitted by federal law or regulation;
 - 2) Any costs incurred by the Grantee that are not included in the latest Approved Project Budget; and
 - 3) Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FRA.

The Grantee agrees that reimbursement of any cost under this section does not constitute a final FRA decision about the allowability of that cost and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement. The Grantee understands that FRA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FRA determines that the Grantee is not entitled to receive any part of the Federal Contribution requested, FRA will notify the Grantee stating the reasons therefor. Project closeout will not alter the Grantee's obligation to return any funds due to FRA as a result of later refunds, corrections, or other transactions. Project closeout will not alter FRA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FRA may offset any Federal Contribution to be made available under this Agreement, as needed, to satisfy any outstanding monetary claims that the federal government may have against the Grantee. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable federal cost principals or other written

federal guidance.

- e. **Bond Interest and Other Financing Costs.** To the extent permitted in writing by FRA and consistent with 2 C.F.R. § 200.449, bond interest and other financing costs are allowable.
- f. **Requirement to Remit Interest.** The Grantee agrees that any interest earned by the Grantee on the Federal Contribution must be handled in accordance with 2 C.F.R. §200.305, and remittance back to the federal government must be made in accordance with the provisions thereof.

21. Accounting Procedures:

- a. **Project Accounts.** The Grantee will establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. §§ 200.302, 200.303, and 200.305.
- b. **Funds Received or Made Available for the Project.** Grantees other than states will follow the provisions of 2 C.F.R. § 200.305(b) with respect to the use of banks and other institutions as depositories of any advance payments that may be received under this Agreement. States will follow the provisions of 2 C.F.R. §200.305(a).
- c. **Documentation of Project Costs and program income.** All costs charged to the Project, including any approved services contributed by the Grantee or others, will be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Grantee will also maintain accurate records of all program income derived from Project implementation.
- d. **Checks, Orders, and Vouchers.** The Grantee will ensure that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project are clearly identified with a Grant Agreement number, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

22. Program Income:

The Grantee is encouraged to earn income to defray Project costs, where appropriate, and should work with the assigned FRA Grant Manager to determine how this income may be applied to the grant, in accordance with 2 C.F.R. § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. Records of program income should be maintained consistent with subsection 21(c) of this Agreement.

Project Management Provisions

23. Environmental Protection:

- a. **Grantee Assistance.** Grantees must comply with the governing laws and regulations referenced in section 44(c) of this Attachment and may also be required to assist with FRA's compliance with applicable Federal laws, regulations, executive orders, and policies related to environmental review under the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 *et seq.*, and its implementing regulations (40 C.F.R. Part 1500 *et seq.*); FRA's "Procedures for Considering Environmental Impacts" (45 Fed. Reg. 40854, June 16, 1980), as revised May 26, 1999, 64 Fed. Reg. 28545, and as updated in 78 FR 2713, January 14, 2013) or 23 C.F.R. Part 771, as applicable; Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 300101 *et seq.*) and its implementing regulations (36 C.F.R. Part 800); Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Section 4(f) of the Department of Transportation Act of 1966 (49 U.S.C. § 303(c)), and its implementing regulations (23 C.F.R. Part 774). In providing such assistance, FRA may require that the Grantee conduct environmental and/or historic preservation analyses and to submit documentation to FRA.
- b. **Timing of Grantee Action.** The Grantee may not expend any of the funds provided in this Agreement on construction activities or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until FRA has provided the Grantee with a written notice authorizing the Grantee to proceed. See 23 C.F.R. § 771.113(a).
- c. **Minimization, Avoidance and Mitigation Measures.** The Grantee must implement all measures to minimize, avoid, or mitigate adverse environmental impacts identified by FRA in the categorical exclusion, Finding of No Significant Impact, or Record of Decision for the Project. The Grantee must also implement any additional measures identified through all other environmental or historic preservation review processes conducted to support Project construction and operation (e.g., any commitments included in a Memorandum of Agreement executed pursuant to Section 106 of the NHPA).
- d. **Revisions to Minimization, Avoidance or Mitigation Measures.** The Grantee must provide FRA with written notice if it has not, or cannot, implement any of the minimization, avoidance or mitigation measures identified in subsection (c). Upon receiving such notice, FRA will provide the Grantee direction in writing, which may include substitute mitigation measures. FRA may also revise its categorical exclusion, Finding of No Significant Impact, or Record of Decision.

24. Property, Equipment and Supplies:

Unless otherwise approved by FRA, the following terms and conditions apply to property, equipment, and supplies funded under this Agreement:

- a. **General Federal Requirements.** The Grantee will comply with the property standards of 2 C.F.R. §§ 200.310 through 200.316, including any amendments thereto, and other applicable guidelines or regulations. Exceptions to the requirements must be specifically approved by FRA in writing. The Grantee will use Project real property, as defined in 2 C.F.R. § 200.1, in accordance with the Property Standards of 2 C.F.R. § 200.311. Notwithstanding 2 C.F.R. § 200.313, subrecipients of states will comply with 2 C.F.R. § 1201.313 with respect to the use, management and disposal of equipment acquired under this Agreement.
- b. **Maintenance.** The Grantee agrees to maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that FRA may issue.
- c. **Records.** The Grantee agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to FRA, upon request, such information as may be required to assure compliance with this section of this Agreement.
- d. **Transfer of Project Property, Equipment or Supplies.** The Grantee agrees that FRA may require the Grantee to transfer title to, or direct the disposition of, any property, equipment, or supplies financed with FRA assistance made available by this Agreement, as required by 2 C.F.R. §§ 200.311 – 200.316.
- e. **Withdrawn Property, Equipment or Supplies.** If any Project property, equipment, or supplies are not used for the Project for the duration of their useful lives, as determined by FRA, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify FRA immediately. Disposition of withdrawn property, equipment, or supplies will be in accordance with 2 C.F.R. §§ 200.311 – 200.316.
- f. **Encumbrance of Project Property or Equipment.** Unless expressly authorized in writing by FRA, the Grantee agrees not to:
 - 1) Execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would dispose of or encumber the Grantee's title or other interest in any Project property or equipment; or
 - 2) Obligate itself in any manner to any third party with respect to Project property or equipment. The Grantee will refrain from taking any action or acting in a manner that would adversely affect FRA's interest or impair the Grantee's continuing control over the use of Project property or equipment.

25. Relocation and Land Acquisition:

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq.* and the U.S. DOT implementing regulations, 49 C.F.R. Part 24.

26. Flood Hazards:

The Grantee agrees to comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any construction or acquisition project.

27. Procurement:

- a. **Federal Standards.** The Grantee may acquire property, goods or services in connection the Project. If the Grantee is a state, then it will use its own procurement procedures that reflect applicable state laws and regulations in compliance with 2 C.F.R. § 200.317. A subrecipient of a state will follow such policies and procedures allowed by that state when procuring property and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. An entity that is not a state or a subrecipient of a state will comply with 2 C.F.R. §§ 200.318 – 200.327, and applicable supplementary U.S. DOT or FRA directives and regulations. If determined necessary for proper Project administration, FRA reserves the right to review the Grantee's technical specifications and requirements.
- b. **Cargo Preference --** Grantee will comply with the U.S. DOT Maritime Administration regulations, 46 C.F.R. Part 381 as follows:
 - 1) **Use of United States-flag vessels:**
 - Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this Agreement, and which may be transported by ocean vessel, will be transported on privately owned United States-flag commercial vessels, if available.
 - Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section will be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- 2) The Grantee will insert the following clauses in contracts let by the Grantee in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

“Use of United States-flag vessels: The contractor agrees -

- 1) To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
 - 2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in subsection (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the Project.
 - 3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”
- c. Notification Requirement. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Grantee agrees to:
- 1) specify in any announcement of the awarding of the contract for such goods or services the amount of Federal Contribution that will be used to finance the acquisition; and
 - 2) express said amount as a percentage of the total costs of the planned acquisition.
- d. Debarment and Suspension; and Drug-Free Work Place. The Grantee agrees to obtain certifications on debarment and suspension from its third-party contractors and subrecipients and otherwise comply with U.S. DOT regulations, Nonprocurement Suspension and Debarment, 2 C.F.R. Part 1200, and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.
- e. Small and Disadvantaged Business Requirements. The Grantee shall expend all funds under this award in compliance with the requirements at 2 C.F.R. § 200.321

(“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”), and to the extent applicable, 49 C.F.R. Part 26 (“Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs”).

28. Rights in Intangible Property:

- a. **Title to Intangible Property.** Intangible property, as defined in 2 C.F.R. § 200.1, acquired in the performance of this Agreement vests upon acquisition in the Grantee. The Grantee must use that property for the originally-authorized purpose, and must not encumber the property without approval of FRA. When no longer needed for the originally-authorized purpose, disposition of the intangible property must occur in accordance with the provisions of 2 C.F.R. § 200.313(e).
- b. **Copyright.** The Grantee may copyright any work that is subject to copyright and was developed or for which ownership was acquired under this Agreement. FRA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so.
- c. **Patents.** The following provisions will apply to patents under this Agreement:
 - 1) The Grantee is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements”.
 - 2) If the Grantee secures a patent with respect to any invention, improvement, or discovery of the Grantee or any of its subrecipients or contractors conceived or first actually reduced to practice in the course of or under this Project, the Grantee agrees to grant to FRA a royalty-free, nonexclusive, and irrevocable license to use and to authorize others to use the patented device or process.
- d. **Research Data.** For any research data (as defined in 2 C.F.R. § 200.315(e)(3)) acquired under a grant or contract, FRA has the right to:
 - 1) Obtain, reproduce, publish, or otherwise use the research data produced under this Agreement; and
 - 2) Authorize others to receive reproduce, publish, or otherwise use such data.
- e. **Freedom of Information Act (FOIA).** Responding to a FOIA request under this Agreement will be handled in accordance with the provisions of 2 C.F.R. § 200.315(e), including any definitional provisions set forth therein. The “Federal awarding agency” is FRA, and the “non-Federal entity” is the Grantee

for purposes of this clause.

29. Acknowledgment of Support and Disclaimer:

- a. Acknowledgement and Disclaimer. An acknowledgment of FRA support and a disclaimer of said support must appear in any Grantee publication developed under a research and development grant, or any other product based on or developed under the Agreement as directed by FRA, whether copyrighted or not, in the following terms:
 - 1) "This material is based upon work supported by the Federal Railroad Administration under [Grant/Cooperative Agreement number], [date of award]."
 - 2) "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."
- b. Signs. The Grantee is encouraged to erect at the site of any construction, and to maintain during construction, signs identifying the Project and indicating that FRA is participating in the development of the Project.

30. Reprints of Publications:

At such time as any article resulting from work under this Agreement is published in a scientific, technical, or professional journal or publication, two reprints of the publication should be sent to the FRA Grant Manager, clearly referenced with the appropriate identifying information.

Documentation and Oversight Provisions

31. Record Retention:

During the course of the Project and for three years after notification of grant closeout, the Grantee agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA may require. In cases where litigation, a claim, or an audit is initiated prior to the expiration of the record retention period, records must be retained until completion of the action and resolution of issues or the end of the record retention period, whichever is later. Reporting and record-keeping requirements are set forth in 2 C.F.R. §§ 200.334 – 200.338 Project closeout does not alter these requirements.

32. Audit and Inspection.

- a. General Audit Requirements. The Grantee will comply with all audit requirements of 2 C.F.R. §§ 200.500 – 200.512.
- b. Inspection by Federal Officials. The Grantee agrees to permit the Secretary and the Comptroller General of the United States, or their Authorized Representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its contractors and subrecipients pertaining to the Project.

33. Fraud, Waste or Abuse:

The Grantee agrees to take all steps, including initiating litigation, if necessary, to recover the Federal Contribution if the FRA determines, after consultation with the Grantee, that all or a portion of such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project.

34. Site Visits:

FRA, through its Authorized Representatives, has the right, at all reasonable times, to make site visits to review Project activities, accomplishments, and management control systems and to provide such technical assistance as may be required. If any site visit is made by FRA under this Agreement on the premises of the Grantee, contractor, beneficiary or subrecipient, the Grantee will provide, or will ensure the provision of all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations will be performed in such a manner as will not unduly delay work being conducted by the Grantee or any subrecipient.

35. Safety Compliance:

To the extent applicable, the Grantee agrees to comply with any Federal regulations, laws, or policy and other guidance that FRA or U.S. DOT may issue pertaining to safety in general, and in the performance of this Agreement, in particular.

36. Electronic and Information Technology:

The Grantee agrees that reports or information it provides to or on behalf of FRA will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

Other Legislative and Regulatory Provisions

37. Buy American:

- a. The Grantee's acquisition of steel, iron and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305, if applicable. The Grantee also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.
- b. Under 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Grantee will include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

38. Ethics:

- a. Standards of Conduct. The Grantee will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal Contribution provided through this Agreement. The code or standards will provide that the Grantee's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subrecipients or contractors. The Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Grantee's officers, employees, board members, or agents, or by subrecipients or their agents.
 - 1) Personal Conflict of Interest. The Grantee's code or standards must provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by the Federal Contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 2) Organizational Conflicts of Interest. The Grantee's code or standards of conduct must include procedures for identifying and preventing real and

apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

- b. Existing Codes or Standards. This section does not require the Grantee to implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the elements of Section 38(a) of this Attachment.

39. Civil Rights:

The Grantee agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, 42 U.S.C. § 2000d *et seq.*, the DOT Title VI regulations at 49 C.F.R. part 21, which prohibits discrimination on the basis of race, color or national origin; (b) the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the DOT ADA regulations at 49 C.F.R. parts 37-38, section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and the DOT regulations at 49 C.F.R. part 27, which prohibits discrimination on the basis of disability; (c) the Age Discrimination in Employment Act, as amended (42 U.S.C. §§ 621 – 634), and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (d) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of sex; (e) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (f) any nondiscrimination regulation implemented relating to the above stated statutes; (g) any nondiscrimination Executive Order implemented relating to the above stated statutes; (h) any U.S. DOT Order implemented relating to nondiscrimination, and (i) any other applicable federal laws, regulations, requirements, and guidance prohibiting discrimination.

40. SAM Registration and DUNS Number:

The Grantee is responsible for maintaining an active SAM Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 C.F.R. § 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Grantee will not be able to do any grant-related business with FRA, including the obligation and/or payment of Federal grant funds, and FRA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

41. Freedom of Information Act:

The FRA is subject to the Freedom of Information Act (FOIA). The Grantee should, therefore, be aware that all applications and related materials submitted by the Grantee related to this Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

42. Text Messaging While Driving:

The Grantee is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the government. *See* Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” Oct. 1, 2009 (available at <http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/pdf/E9-24203.pdf>) and DOT Order 3902.10 “Text Messaging While Driving,” Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP- 2010-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf). This includes, but is not limited to, the Grantee:

- considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
- conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
- encouraging voluntary compliance with the agency’s text messaging policy while off duty.

The Grantee is encouraged to insert the substance of this clause in all assistance awards.

Where a Grantee is located within a state that already has enacted legislation regarding texting while driving, that state’s law controls and the requirements of this section will not apply to or be a part of this Agreement.

43. Trafficking in Persons:

- a. Provisions applicable to a recipient that is a private entity.
 - i. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or

- iii. Use forced labor in the performance of the award or subawards under the award.
- ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 1200.
- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - 1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 1200.
- c. Provisions applicable to any recipient.
 - 1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
- 1) “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3) “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - ii. Includes:
 - (a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - (b) A for-profit organization.
 - 4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
 - 5) “Recipient” and “subrecipient” include for-profit entities for the purpose of this award term only.

44. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

Grant, cooperative agreement, and loan recipients are prohibited from using government funds to enter into subawards or contracts (or extend or renew subawards or contracts) with entities that use covered technology. See section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, 132 Stat. 1636, 1917 (Aug. 13, 2018). See also 2 C.F.R. § 200.471.

PART IV. GOVERNING LAWS AND REGULATIONS

45. Governing Laws and Regulations:

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Grantee acknowledges and agrees that its performance will be governed by and in compliance with this Agreement, 2 C.F.R. §§ 200 – 200.521, including Appendices I – XI, and DOT’s implementing regulations at 2 C.F.R. Part 1201.

b. Application of Federal, State, and Local Laws and Regulations.

- 1) Federal Laws and Regulations. The Grantee understands that Federal laws, regulations, policies, and related administrative practices in place on the date this Agreement was executed may be modified from time to time. The Grantee agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing federal requirements, the Grantee agrees to include in all subawards and contracts financed with all or part of the Federal Contribution under this Agreement, specific notice that Federal requirements may change and the changed requirements will apply to the Project, as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.
- 2) State, Territorial Law and Local Law. Except to the extent that a Federal statute or regulation preempts state, territorial, or local law, nothing in this Agreement will require the Grantee to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable state, territorial, or local law; however, if any of the provisions of this Agreement violate any applicable state, territorial, or local law, or if compliance with the provisions of this Agreement would require the Grantee to violate any applicable state, territorial, or local law, the Grantee agrees to notify the FRA immediately in writing in order that FRA and the Grantee may make appropriate arrangements to proceed with the Project.

- 3) The Grantee will ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. Further, the Grantee will ensure compliance with all regulations, executive orders, policies, guidance, and requirements as they relate to the application, acceptance, and/or use of funds under this Agreement which may include, but are not limited to, those referenced in this Agreement.

c. Environmental Protection. In addition to complying with the requirements described in Section 23 of this Attachment, the Grantee will ensure that all work conducted under this Agreement complies with all applicable laws, regulations, executive orders, and policies related to environmental protection and historic preservation, including, but not limited to: Section 114 of the Clean Air Act (42 U.S.C. § 7414); and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318).

ATTACHMENT 2

STATEMENT OF WORK

City of Hanford

Hanford Police Department Railroad Trespassing Enforcement Project

Railroad Trespassing Enforcement Activities Program (FY2021)

I. AUTHORITY

Authorization	49 U.S.C. § 103 (i) and 49 U.S.C. § 20151(b)
Funding Authority/Appropriation	Consolidated Appropriations Act, 2021, Div. L, Tit I, Public Law 116-260
Notice of Funding Opportunity (NOFO)	Notice of Funding Opportunity for Consolidated Rail Infrastructure and Safety Improvements (CRISI) 86 FR 48798 (August 31, 2021) ¹

To the extent there is a conflict between Attachment 1 and this Attachment 2, Attachment 1 governs.

II. BACKGROUND

This Agreement with the City of Hanford (Grantee), through the Hanford Police Department, funds hourly wages for law enforcement officials to undertake rail trespassing Enforcement Activities² at Hot Spots³ within their respective jurisdictions or at areas with a demonstrated rail trespassing problem in their community on FRA-regulated track (the “Project”).

The Grantee’s application for financial assistance included the following activities, which will be further detailed in the Detailed Work Plan (DWP) described below: In teams of five officers, the Hanford Police Department will conduct 16 separate, four-hour details. Operations will focus on warning, citing or arresting trespassers, educating the individuals on dangers of trespassing near the railway and redirecting individuals intending upon setting up homeless encampments.

III. OBJECTIVE

The Grantee will perform rail trespassing Enforcement Activities and report those activities and associated benefits to FRA. The activities undertaken with support from this grant and their

¹ FRA solicited applications for grant funding to help implement FRA's National Strategy to Prevent Trespassing for law enforcement agencies and for railroad trespass suicide prevention programs in the Fiscal Year 2021 CRISI NOFO.

² “Enforcement Activities” means investigating compliance with, and enforcing, rail trespass-related laws.

³ “Hot Spots” for the purposes of this Agreement, means locations along the railroad right-of-way where the risk of trespassing or collision as a result of trespassing is high.

ATTACHMENT 2

benefits will not only reduce the number of trespasser incidents but will also help FRA target and determine the effectiveness of various rail trespass prevention activities, consistent with FRA's Congressionally mandated, National Strategy to Prevent Trespassing on Railroad Property.⁴

IV. PROJECT LOCATION

The location(s) of the rail trespassing Enforcement Activities funded by this grant will be in the location(s) provided in the approved Detailed Project Work Plan.

V. DESCRIPTION OF WORK

The Grantee will complete the Project through the following tasks:

TASK 1: PROJECT ADMINISTRATION

Task 1.1: Detailed Project Work Plan, Budget, and Schedule

The Grantee will prepare a Detailed Project Work Plan, Budget, and Schedule (DWP) for the following tasks, which may result in amendments to this Agreement. The Detailed Project Budget will be consistent with the Approved Project Budget but will provide a greater level of detail. The Detailed Project Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work. The Detailed Project Work Plan will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), as well as address quality assurance and quality control procedures. In addition, the Detailed Project Work Plan will include the Project Schedule (with Grantee and agency review durations) and a detailed Project Budget. The Detailed Project Work Plan, Budget, and Schedule will be reviewed and approved by the FRA.

The Grantee acknowledges that work on subsequent tasks will not commence until the Detailed Project Work Plan, Budget, and Schedule has been completed, submitted to FRA, and the Grantee has received approval in writing from FRA. The FRA will not reimburse the Grantee for costs incurred in contravention of this requirement.

Task 1.2: Final Performance Report

The Grantee will submit to FRA, for acceptance, a Final Performance Report and all other required final reports, within 120 days of the end of the Project Performance Period, consistent with Attachment 1, Section 16. The Final Performance Report should describe the cumulative activities of the Project, including a complete description of the Grantee's achievements with respect to the Project's objectives and milestones.

Task 1 Deliverables:

- Detailed Project Work Plan, Budget, and Schedule

⁴ <https://railroads.dot.gov/elibrary/national-strategy-prevent-trespassing-railroad-property>.

ATTACHMENT 2

- Final Performance Report

TASK 2: PRE-PROJECT INCIDENT HISTORY

The Grantee will not commence work on Task 2 prior to FRA's acceptance of the Detailed Project Work Plan, Budget and Schedule. The Grantee acknowledges that work on Task 3, will not commence until the Task 2 Deliverables have been completed, submitted to FRA, and the Grantee has received approval in writing from FRA.

Task 2.1: Pre-Project Incident History

The purpose of this Task is to describe the existing safety risk posed by rail trespassing in the Project Location(s) using supporting information. The Grantee will prepare a Pre-Project Incident History detailing the extent of trespassing on railroad ROW in the Project Location(s). The Pre-Project Incident History will include:

- Trespass-related data for 1 year prior to the start of Enforcement Activities funded under this Agreement. The data set should log individual incidents and be specific to the area covered by Enforcement Activities in this Agreement. Examples of acceptable data sets include police logs, dispatch call logs, and railroad reports. This data will be provided in an electronic spreadsheet or database format.
- Previous level of effort for rail trespass enforcement. If the city has been conducting rail trespass Enforcement Activities, provide, to the extent possible, dates of activity, number of officers, labor hours/cost, locations, and number of contacts/warning/citations.
- Hot spot analysis. If the grantee is focusing the Enforcement Activities at specific locations, it will provide FRA with the underlying data that was used to identify the locations.

Task 2 Deliverables:

- Pre-Project Incident History

TASK 3: RAIL TRESPASS ENFORCEMENT ACTIVITIES

Task 3.1: Rail Trespass Enforcement Activities

Task 3.1a: The Grantee will conduct Enforcement Activities as specified in the FRA-approved DWP.

Task 3.1b: The Grantee will complete quarterly progress reports consistent with Attachment 1, Section 14, detailing the Enforcement Activities performed by the Grantee.

The quarterly progress reports will include:

- Date, time, number of officers, location and description of Enforcement Activity;
- Labor hours and cost of Enforcement Activities
- Justification or reason for selected Enforcement Activity;
- Number of contacts (encounters with trespassers, issuance of a warning or citation);

ATTACHMENT 2

- Number of warnings and/or citations issued; and
- The deterrence effect of such activities and method for measuring such deterrence.

If addressing trespassing as a result of homelessness, also include:

- Number of calls to social services;
- Number of encampments removed and location; state of location in subsequent patrols; and
- Number of trespassers that are repeat offenders.

If using artificial intelligence, cameras, drones, etc. to identify trespassing occurrence, also include:

- Number of images captured or hours of feed;
- Number of alerts to trespassing activity; and
- Number of alerts on which action was taken (patrols to location).

Task 3.1c: Trespassing Enforcement Activities Data Tracking. The purpose of this task is to aid FRA in determining the effectiveness of various rail trespass prevention activities. FRA has created a data tracking tool to be used by law enforcement agencies and railroads who perform rail trespassing enforcement activities to report those activities and associated benefits to FRA. Grantees are required to use FRA web-based form for each trespasser encountered and submit information electronically weekly. This form will be in addition to the required quarterly progress reports. The Grantee will conduct Trespassing Enforcement Activities Data Tracking as specified in the FRA-approved DWP.

Task 3 Deliverables:

- Quarterly Progress Report
- Weekly Report of Railroad Trespasser Form (FRA F 6180.178)

VI. ENVIRONMENTAL COMPLIANCE

In accordance with the National Environmental Policy Act (NEPA; 42 U.S.C. 4321 *et seq.*), other environmental statutes, related regulatory requirements, and FRA's Environmental Procedures (23 CFR part 771,). FRA has determined that the actions funded under this grant for are categorically excluded from detailed environmental review pursuant to 23 CFR 771.116 (c) (1), and (3). Categorical exclusions (CEs) are actions identified in an agency's NEPA implementing procedures that do not normally have a significant impact on the environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). See 40 CFR 1508.1(d).

In analyzing the applicability of a CE, FRA also considered whether unusual circumstances are present that would warrant a more detailed environmental review through the preparation of an EA or EIS. In accordance with 23 CFR 771.116 (a) and (b), FRA has further concluded that no unusual circumstances exist with respect to development of the activities funded under this grant that might require a more detailed environmental review.

ATTACHMENT 2

FRA approved the categorical exclusion on August 12, 2022, which addressed other state and federal regulatory requirements in terms of avoidance, minimization, and mitigation of impacts to resources protected under state and federal statutes.

VII. PROJECT COORDINATION

The Grantee shall perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including but not limited to those listed below. These project partners will be identified in the DWP.

VIII. PROJECT MANAGEMENT

The Grantee is responsible for facilitating the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Grantee will monitor and evaluate the Project's progress through regular meetings scheduled throughout the Project Performance Period. The Grantee will:

- Participate in a project kickoff meeting with FRA
- Complete necessary steps to hire a qualified consultant/contractor to perform required Project work, if applicable
- Hold regularly scheduled Project meetings with FRA
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA Project reporting requirements, including, but not limited to:
 - a. Status of project by task breakdown and percent complete
 - b. Changes and reason for changes in and updated versions of the DWP
 - c. Description of unanticipated problems and any resolution since the immediately preceding progress report
 - d. Summary of work scheduled for the next progress period
- Read and understand the Terms and Conditions of this Agreement (Attachment 1)
- Notify FRA of changes to this Agreement that require written approval or modification to the Agreement

ATTACHMENT 3

DELIVERABLES AND APPROVED PROJECT SCHEDULE

City of Hanford

Hanford Police Department Railroad Trespassing Enforcement Project

Railroad Trespassing Enforcement Activities Program (FY2021)

I. DELIVERABLES AND APPROVED PROJECT SCHEDULE

The deliverables associated with this Agreement are listed below. The Grantee must complete these deliverables to FRA's satisfaction to be authorized for funding reimbursement and for the Project to be considered complete.

Unless otherwise approved, requests for extensions of the Project Performance Period must be submitted not later than 90 days before the end of the Project Performance Period, consistent with Section 4(b) of Attachment 1.

Deliverables and Approved Project Schedule

<u>Task #</u>	<u>Deliverable Name</u>	<u>Due Date</u>
1.1	Detailed Project Work Plan, Budget, and Schedule	Within 30 Days of the obligation date
1.2	Final Performance Report	Within 120 days after the Project Performance Period end date
2.1	Pre-Project Incident History	Before commencement of Enforcement Activities
3.1b	Quarterly Progress Report	On or before the thirtieth calendar day of the month following the end of the quarter for which the report is submitted
3.1c	Railroad Trespasser Form (FRA F 6180.178)	Weekly for the duration of the Period of Performance

ATTACHMENT 4

APPROVED PROJECT BUDGET

City of Hanford

Hanford Police Department Railroad Trespassing Enforcement Project

Railroad Trespassing Enforcement Activities Program (FY2021)

I. APPROVED PROJECT BUDGET

The total estimated cost of the Project is \$24,077.00, for which the FRA grant will contribute up to 100% of the total Project cost, not to exceed \$24,077.00. The Grantee's Non-Federal Contribution is \$0.00. Any additional expense required beyond that provided in this Agreement to complete the Project will be borne by the Grantee.

Project Budget by Task

Task #	Task Name	Federal (FRA) Contribution	Non-Federal Contribution	Total Cost
1	Project Administration	\$0	\$0	\$0
2	Pre-Project Incident History	\$0	\$0	\$0
3	Rail Trespass Enforcement Activities	\$24,077.00	\$0	\$24,077.00
Total		\$24,077.00	\$0	\$24,077.00

Revisions to the Approved Project Budget will be made in compliance with Attachment 1 of this Agreement. The Grantee will document expenditures by task (and where directed, within a task), and by Federal and Non-Federal Contributions, when seeking reimbursement from FRA.

Project Budget by Source

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
Federal Contribution (Amount of FRA Grant)	\$24,077.00	100%
Non-Federal Contribution	\$0	0%
Total Project Cost	\$24,077.00	100%

ATTACHMENT 5

PERFORMANCE MEASUREMENTS

City of Hanford

Hanford Police Department Railroad Trespassing Enforcement Project

Railroad Trespassing Enforcement Activities Program (FY2021)

I. PERFORMANCE MEASUREMENTS

The Quarterly Progress Report and Weekly Report of Railroad Trespasser Form (FRA F 6180.178) covers the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess Grantee's progress in achieving strategic goals and objectives. The Grantee will submit the Quarterly Progress Report per the instructions specified in Attachment 1, Section 14.

Upon Project completion, Grantee will submit a Final Performance Report per the instructions specified in Attachment 1, Section 16.



AGENDA STAFF REPORT

MEETING DATE: 12/19/2023	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Public Works Engineering: Approval of Final Map, Subdivision Agreement and acceptance of Easements for Tract No. 881, Unit No. 1 near the Southwest of Hume Ave, and Alpine Ave.

RECOMMENDATION:

That the City Council, by motion, approve the Final Map and Subdivision Agreement for Tract No. 881, Unit No. 1, and accept all easements and dedications offered for public use.

BACKGROUND:

The final subdivision map for Tract No. 881, Unit No. 1, a 57-lot subdivision located as shown on the attached map, has been checked and approved by staff. The developer of Tract No. 881, Unit No.1, is Presidio JJR Hidden Oaks II 130, A Delaware Limited Liability Company. All required fees have been paid, and proper improvement security for all required subdivision improvements has been posted in accordance with the attached Subdivision Agreement, which has been reviewed and approved by the Public Works Engineering Department and signed by the developer.

FISCAL IMPACT:

The right of way dedications and easements are offered at no cost to the city, and all subdivision improvements will be constructed at the developer's expense.

ATTACHMENTS:

1. Tr. 881-1 Subdivision Agreement
2. Tr. 881 Live Oak East Hidden Oaks Unit 1 Final Map

**CITY OF HANFORD
SUBDIVISION AGREEMENT**

TRACT 881 UNIT I – LIVE OAK EAST PHASE I

THIS SUBDIVISION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2023, by and between PRESIDIO JJR HIDDEN OAK II 130, LLC, A DELAWARE LIMITED LIABILITY COMPANY, (“SUBDIVIDER”), and the City of Hanford, a Municipal Corporation (“CITY”).

RECITALS

A. The SUBDIVIDER has presented to the CITY a final map of the proposed Subdivision of certain real property located within the city limits of the City and more particularly described in Exhibit “A” which has been filed with the City Engineer and is made a part hereof by reference (“Final Map”) and identified as Tract No. 881 Unit I (“SUBDIVISION”). The real property is to be developed in accordance with subdivision improvement plans, which have been filed with the City Engineer and are made a part hereof by reference and identified as Exhibit "B" ("Improvement Plans"). SUBDIVIDER has requested that the CITY accept and approve the Final Map and the dedications delineated and shown on the Final Map for the use and purposes specified thereon, and otherwise approve the Final Map in order that the same may be recorded as required by law.

B. The CITY requires as a condition precedent to the acceptance and approval of the Final Map, the dedication of such streets and easements as are delineated and shown on the Final Map, and deems the same as necessary for the public use, and requires that any and all streets and easements delineated and shown thereon shall be improved by the construction thereon and the installation therein of the improvements specified herein.

C. Certain public improvements are required to be made by SUBDIVIDER in accordance with the approved tentative map of the SUBDIVISION. Section 66462 of the California Government Code provides, as a condition precedent to the approval of the Final Map, that the City Council shall require the SUBDIVIDER to enter into an agreement to complete said public improvements.

D. Chapter 16.24.070 of the Hanford Municipal Code requires the SUBDIVIDER to enter into an agreement with the CITY to perform and complete the work and matters as hereinafter described in this Agreement, in conformance with Sections 16.24.010 through 16.24.120, inclusive of the Hanford Municipal Code, which Sections by reference are incorporated into this Agreement and made a part hereof.

NOW THEREFORE, it is hereby agreed as follows:

1. Improvements.

SUBDIVIDER shall complete all required public improvements in the Subdivision as identified in Exhibit "B" of this Agreement (collectively "IMPROVEMENTS") and in accordance with all of the requirements and standards as set forth in the approval or conditional approval of the Tentative Map of the SUBDIVISION, the Hanford Municipal Code, all applicable laws, codes and regulations and the terms and conditions of this Agreement. In accordance with Section 16.24.110 of the Hanford Municipal Code, all of the Improvements shall be completed no later than two (2) years from the date of approval of this Agreement by the City of Hanford. A request to extend the time for completion of the Improvements must be in written form and received by the CITY not less than thirty (30) days prior to expiration of this Agreement and shall include facts in support of the request for such extension of time. Only the City Council shall have the authority to extend such time period. The extension period shall not exceed twelve (12) months.

Within thirty (30) days after the SUBDIVIDER notifies the City Engineer that the required work has been completed, the City Engineer shall inspect such work, and if such work has been performed in the required manner and in accordance with this Agreement, the Final Map, the Hanford Municipal Code and all other applicable laws, codes and regulations, the City Engineer shall advise the City Council that the public improvements are ready for acceptance by the CITY.

2. Inspection.

The CITY shall inspect all work in accordance with Section 16.24.100 of the Hanford Municipal Code including the SUBDIVIDER'S conformance with CITY Standards and

Specifications and any and all conditions, standards or requirements identified at the preconstruction conference held prior to commencing construction.

CITY shall schedule a preliminary final inspection and a deficiency list shall be compiled and submitted to the SUBDIVIDER for correction. Upon completion of all corrections or additional work as outlined by the deficiency list, the SUBDIVIDER shall certify in writing that all corrections have been completed and request a final inspection. Upon finding that all items have been corrected and upon receipt of as-built improvement plans, the Improvements may be provisionally accepted by the CITY pending approval of the final map and subdivision agreement for Tract No. 881 Unit I, by the City Council.

The completion of corrections indicated by the deficiency list shall not relieve the SUBDIVIDER from the responsibility of correcting any deficiency not shown on the list that may be subsequently discovered. Should the CITY require payment of additional engineering and inspection fees and costs for improvements constructed after the stated date of completion, the SUBDIVIDER must pay said additional fees and costs prior to acceptance by the City Council of the IMPROVEMENTS.

3. Costs and Fees.

The SUBDIVIDER shall be responsible for the work, including without limitation, the costs identified in the IMPROVEMENT COST ESTIMATE attached hereto and made a part hereof and identified as Exhibit "C" to this Agreement. SUBDIVIDER agrees to the amount thereof and agrees to pay, when due, all amounts identified therein, including without limitation, all CITY engineering and inspection fees.

4. Security.

SUBDIVIDER agrees to furnish security, which complies with Section 66499 et. seq. of the California Government Code, in such amounts as are fixed by the CITY, to guarantee the faithful performance of this Agreement, including without limitation, the construction of the

IMPROVEMENTS and to guarantee payment to contractors, subcontractors, laborers, material men and other persons employed in the performance of the work under this Agreement. In the sole discretion of the CITY and with the written authorization of the CITY, the sureties provided by the SUBDIVIDER may be released in whole or in part in the following manner:

(a) Faithful performance sureties, not in excess of one-hundred percent (100%) of the estimated costs of the individual items of public improvements, may be released or the required surety amounts may be reduced as work is satisfactorily completed and tentatively accepted by the CITY.

(b) Forty-five (45) days after recordation of the Notice of Completion for the Subdivision, the sureties securing the payment to contractors and subcontractors and to persons furnishing labor, materials, or equipment may be released if claims, including without limitation, stop notices have not been filed.

(c) Ten percent (10%) of the total faithful performance surety, retained as the public improvement warranty, may be released one year after the Notice of Completion has been recorded. In the alternative, SUBDIVIDER shall provide CITY with new warranty security of not less than ten percent (10%) of the Improvement Cost Estimate identified in Exhibit "C" hereto, which security shall have a term of one (1) year from the date of recordation of the Notice of Completion.

In accordance with Section 16.24.080 of the Hanford Municipal Code, the SUBDIVIDER shall furnish, in writing, proof of adequate security deposit to all utility companies for the installation of electricity, gas, telephone, cable television and any other utility which charges are not part of the Improvement Cost Estimate set forth in Exhibit "C."

No final map shall be signed by the City Engineer or recorded until all improvement securities required by Section 16.24.080 of the Hanford Municipal Code and under this Agreement have been received and approved. The form of securities shall be one or the combination of forms as approved by the CITY.

5. Liability.

a. SUBDIVIDER, at SUBDIVIDER'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 SUBDIVIDER 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.

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

SUBDIVIDER's insurance policies shall be "occurrence" policies and not "claims-made."

SUBDIVIDER may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, SUBDIVIDER 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.

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 SUBDIVIDER including materials, parts, or equipment furnished in connection with such work or operations; products used by SUBDIVIDER; or automobiles owned, leased, hired or borrowed by SUBDIVIDER. General liability coverage can be provided in the form of an endorsement to SUBDIVIDER'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 Agreement, SUBDIVIDER's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as to 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 SUBDIVIDER's insurance and shall be non-contributory.

iii. Each insurance policy required above shall provide that coverage shall not be canceled or modified, except with fifteen (15) days prior written 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.

SUBDIVIDER 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 SUBDIVIDER'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. SUBDIVIDER hereby grants to the City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of SUBDIVIDER may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. SUBDIVIDER 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.

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

6. Indemnification.

SUBDIVIDER hereby agrees to and shall protect, indemnify and hold harmless the CITY and all officials, officers, agents, representatives and employees thereof from and against any and all liability, loss, claims or damages of whatsoever kind or character, including attorneys' fees and costs of all types, to the extent arising out of, or related, directly or indirectly, to the work to be performed pursuant to this Agreement or the acts or omissions of the SUBDIVIDER, SUBDIVIDER's independent contractors, employees, representatives, agents and invitees. These indemnification and hold-harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering such damages, claims, or liability. This indemnification shall be binding upon the SUBDIVIDER whether or not there are any allegations

of fault, negligence or liability of the parties indemnified hereunder and shall survive the completion of construction of the IMPROVEMENTS.

SUBDIVIDER agrees that the use of any and all public streets and improvements, which are part of the Subdivision, shall be at all times, prior to the final acceptance by the CITY, the sole and exclusive risk of the SUBDIVIDER.

7. Permits and Compliance.

Should SUBDIVIDER be required to perform any work within any public rights-of-way or easements located beyond the Subdivision limits, SUBDIVIDER shall satisfy any and all requirements, other than the payment of fees, as necessary to obtain an encroachment permit for said work.

SUBDIVIDER shall make arrangements for the relocation of all overhead and underground public utility facilities that interfere with the construction of the IMPROVEMENTS. The SUBDIVIDER shall be responsible for the full cost of relocating such facilities.

The SUBDIVIDER shall repair any damage to public streets or other public property or improvements resulting from or incidental to, the construction of the Improvements, or in lieu of making such repairs, the SUBDIVIDER shall pay to the CITY the full cost of such repairs.

Building permits for individual lots of the Subdivision will not be issued until all underground utilities are installed within the public right-of-way, the trenches have been backfilled, and an approved all-weather road is constructed for street frontage and access.

No occupancy permit for any dwelling to be constructed within the Subdivision shall be issued until all Improvements are completed and accepted by the City Council.

In accordance with Section 16.24.090 of the Hanford Municipal Code, construction methods and materials for all Improvements shall conform to the Standards and

Specifications of the CITY. Construction shall not commence until required Improvement Plans have been approved by the City Engineer and payment of all fees have been received by the CITY.

The IMPROVMENTS shall be constructed in accordance with all applicable street, plumbing, building, electrical and zoning codes and any other codes, rules or regulations of the CITY and the State of California.

The SUBDIVIDER shall require contractors and subcontractors to provide and maintain barricades and warning signs to protect and warn the public of construction hazards. Traffic control shall conform to a traffic control plan approved by the City Engineer. If, in the opinion of the City Engineer, proper barricades and warning signs are not being provided, the Contractor will be required to immediately stop work until proper traffic control is provided and approved by the City Engineer.

The SUBDIVIDER shall require all contractors and subcontractors to conform to the applicable provisions of the California Occupational Safety and Health Act ("OSHA"). Onsite inspection of the work will be requested of OSHA officials, and all work subject to this Agreement shall immediately stop if, in the opinion of the City Engineer, any such work is being performed in violation of OSHA or when appropriate safety measures are not being utilized for said work.

The SUBDIVIDER and its contractors and subcontractors shall pay for any materials, provisions and other supplies used in, upon, for, or about the performance of the work to be performed hereunder and for any and all work or labor associated therewith and for all amounts due under the Workers' Compensation and the unemployment insurance acts and all other applicable laws or regulations of the State of California or the United States with respect to such work or labor, including without limitation, as required by Section 3200 of the California Labor Code and Section 4200 of the California Government Code.

9. Scheduling.

It shall be the responsibility of the SUBDIVIDER to coordinate all work performed by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of the CITY be placed in the position of making decisions that are the responsibility of the SUBDIVIDER. It shall further be the responsibility of the SUBDIVIDER to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the SUBDIVIDER to notify the City Engineer may cause delay for which the SUBDIVIDER shall be solely responsible.

10. Soil and Dust Control Provisions.

The SUBDIVIDER is responsible for arrangement for and payment of all CITY-required soil tests at locations as determined by the City Engineer. Payment for said tests shall be made directly by the SUBDIVIDER to the certified testing firm of the SUBDIVIDER's choice. Adequate dust control shall be maintained by the SUBDIVIDER on all streets within and outside of the Subdivision on which work is required to be performed under this Agreement, from the time work is first commenced until all work is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or approved dust palliative with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the Subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets or other areas of the Subdivision, the City Engineer shall give notice to the SUBDIVIDER to comply with the provisions herein, or, at the election of the City Engineer, notice may be mailed to the SUBDIVIDER at his address on file with the City Engineer. If, within twenty-four (24) hours after personal service or within forty-eight (48) hours after mailing of notice, the SUBDIVIDER has not commenced to maintain adequate dust control or at any time

thereafter fails to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any street or streets to be sprinkled with water or an approved dust palliative as may be deemed necessary by the City Engineer to eliminate the scattering of dust. Such dust control shall be performed by equipment and personnel of the CITY or by contract as the City Engineer shall determine, and the SUBDIVIDER agrees to pay to CITY, upon receipt of the billing, therefore, the entire cost to the CITY of such dust control.

When the surfacing on any existing street is disturbed, the surfacing shall be immediately replaced with temporary surfacing and permanently paved within fourteen (14) calendar days thereafter. The streets shall be maintained in a safe and passable condition at all times between the commencement of construction of IMPROVEMENTS and final completion thereof.

11. Reimbursement.

If the City Municipal Code provides SUBDIVIDER with the right to receive cash reimbursement or impact fee credit because of the construction of certain improvements or the oversizing thereof, SUBDIVIDER must request payment of the cash reimbursement or preparation of a reimbursement agreement, whichever is applicable, or the impact fee credit prior to the date of final acceptance of all subdivision improvements by the City Council. Such request must be made in writing and received by the City Engineer prior to the date of final acceptance of the IMPROVEMENTS by City Council. SUBDIVIDER agrees that should it fail to make such written request by the date identified herein, SUBDIVIDER forever waives its right to request and receive any cash reimbursement, reimbursement agreement or impact fee credit.

12. Prevailing Wage Laws, Rules and Regulations.

SUBDIVIDER shall comply with and shall require all contractors to comply with all prevailing wage laws, rules and regulations applicable to the SUBDIVISION. Unless otherwise advised in writing by the City, SUBDIVIDER shall be solely responsible for making any and all decisions regarding any portion or aspect of the SUBDIVISION including, without

limitation, any form of reimbursement by the City to the SUBDIVIDER or any contractor, that will require the payment of prevailing wages. Further, SUBDIVIDER will be solely responsible for the payment of any claims, fines, penalties, reimbursements, payments or any other actions that may be initiated against applicant or any contractor as a result of failure to pay prevailing wages.

SUBDIVIDER shall defend, indemnify and hold harmless the City of Hanford, its officials, officers, employees, representatives, agents and attorneys from and against any and all claims, damages, losses, judgments, liabilities, expenses and other costs, including, without limitation, litigation costs and attorney's fees arising out of, to the extent resulting from any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION. SUBDIVIDERS's obligation to defend, indemnify and hold the City harmless specifically includes, but is not limited to, any suit or administrative action against the City which claims a violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION.

SUBDIVIDERS's obligations to defend, indemnify and hold the City, its officials, officers, employees, representatives, agents and attorneys harmless as set forth herein, shall include, but shall not be limited to, staff time, copying costs, court costs, the costs of any judgments or awards against the City for damages, losses, litigation costs or attorney fees arising out of any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION and costs of any settlement representing damages, litigation costs and attorney's fees to be paid to other parties arising out of any such proceeding or suit.

The City may, at any time, require the SUBDIVIDER to reimburse the City for costs that have been, or which the City reasonably anticipates will be, incurred by the City during the course of any action. SUBDIVIDER shall reimburse the City within thirty (30) days of receipt of an itemized written invoice from the City for costs actually incurred. Failure of the

SUBDIVIDER to timely reimburse the City shall be considered a material violation of the conditions of approval of the SUBDIVISION.

13. 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 such 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 promises shall be valid or binding.

14. Severability.

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.

15. Attorneys' Fees.

If an action at law or inequity 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, of County of Kings, State of California for any proceeding arising hereunder.

16. Successors and Assigns.

The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This

Agreement shall not be assignable by SUBDIVIDER without the express prior written consent of CITY.

17. Governing Law.

This Agreement shall be construed and governed pursuant to the laws of the State of California.

18. Time of the Essence.

Time is of the essence of this Agreement.

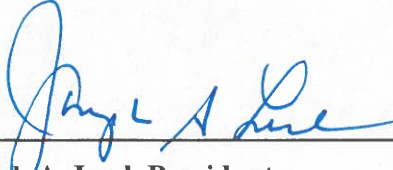
IN WITNESS WHEREOF, the parties have executed this Agreement on the

21st day of November, 2023.

SUBDIVIDER:

Presidio JJR Hidden Oaks II 130, LLC
A Delaware Limited Liability Company
By: JJR Management Service, Inc.
A California Corporation
It's Operating Manager

By: _____


Joseph A. Leal, President

CITY OF HANFORD APPROVAL:

By: _____

Lisa Dock, PE
City Engineer, City of Hanford

ATTEST:

By: _____

Natalie Corral
City Clerk, City of Hanford

EXHIBIT "C"

SUBDIVISION IMPROVEMENT COST ESTIMATE

In accordance with Section 16.24.080 of the Hanford Municipal Code, estimated construction costs used in this Agreement are increased for projected inflation computed to the estimated mid-point of construction.

ESTIMATED CONSTRUCTION COST

Sanitary Sewers

Construction of sanitary sewer mains, manholes and appurtenances as shown on the approved improvement plans in accordance with City Standards and Specifications.

\$259,723.20

Storm Sewers

Construction of storm drain mains, manholes, catch basins and disposal facilities as shown on the approved improvement plan in accordance with City Standards.

\$251,869.20

Water System

Construction of water mains, hydrants, services and appurtenances as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$238,205.44

Curb and Gutter and Other Concrete Construction

Construction of curb and gutter, sidewalk, wheelchair ramps, drive approaches, valley gutter and other concrete improvements as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$348,005.55

Street Surfacing

Construct Type "B" asphalt concrete surfacing over Class II aggregate base as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$378,407.66

Street Lighting

Install street lighting as shown on the approved Improvement Plans in accordance with City Standards and Specifications. **\$56,760.00**

Street Barricades

Install street barricades as shown on the approved Improvement Plans in accordance with City Standards and Specifications. **\$6,930.00**

Fencing, Landscaping, and Irrigation System

Construct fencing, block walls and install landscape and irrigation system improvements, misc. as shown on the approved Improvement Plans in accordance with City Standards and Specifications. **\$1,554,359.40**

Monuments and Lot Markers

Install permanent monuments and lot markers in accordance with City Standards and Specifications. **\$17,001.60**

Engineering Services

Engineering, surveying, & geotechnical services associated with Completion of the Subdivision Improvements. **\$137,392.20**

Earthwork Improvements

- Excavation & Compaction **\$22,176.00**
- Subgrade Compaction & Fine Grade **\$120,358.13**
- Final Lot Grading **\$258,397.92**
- Utility Trenching **\$887,040.00**

- Total Improvements subject to Plan Review & Insp. Fees **\$4,536,626.31**

Private Utilities

- Applicant Install Utilities Onsite Construct **\$164,674.11**

Total Estimated Improvement Cost (To be bonded with Final Map) **\$4,701,300.42**

SECURITY REQUIREMENTS

Performance **\$4,701,300.42**
Labor and Materials **\$2,350,650.21**
Warranty (Minimum 12-mo. from N.O.C.) **\$470,130.04**

City Engineering Plan Review and Inspection Fee Schedule

City Engineering and Inspection Fees are established by Council Resolution No.1902, and are set forth below:

(1) 6% of first	\$ 5,000.00	\$ 300.00
(2) 5% of next	\$ 20,000.00	\$ 1,000.00
(3) 4.5% of next	\$ 75,000.00	\$ 3,375.00
(4) 3.5% of next	\$150,000.00	\$ 5,250.00
(5) 2% over	\$250,000.00	\$ 89,026.01

Total City Engineering Review and Inspection Fee obligation	\$ 98,951.01
Fee balance payable with this Agreement Acct. #001-2010-4937	<u>\$ 98,951.01</u>

NOTE:

- Engineering Plan Review & Inspection Fees are based on estimated cost of Improvements, including all items constructed both prior to & following posting of security.
- Private utility costs are not included in determination of City Engineering Plan Review and Inspection fee calculation.

Note: Additional fees and charges will be payable prior to approval of Final Map and Final Subdivision Agreement by the City Council, including:

12th Ave. Sewer Benefit District, Acct. #161-2161-5494 (27.25 Ac @ \$1,734.30/Ac) \$ 7,747.28

Street Sign Fee, Acct. #001-2010-4937 (9 @ \$200.00 Ea.) \$ 400.00
(Per intersection cost for sign blades furnished by City.)

Final Map Review Fee, Acct. #001-2010-4937 \$ x.xx
(Determined at completion of final map review.)

Engineering Plan Review & Inspection Fees, Acct. #001-2010-4937 \$98,951.01

Storm Drainage Impact Fees, Acct. #184-2184-5504 (N/A) \$ 0.00
(Onsite drainage Basin provided, no impact to existing City drainage facilities)

Building Dept. block wall plan review fees paid from Acct. #001-2010-4937 \$ 1,864.73

SUBTOTAL \$108,963.02

PAID \$ 0.00

BALANCE DUE: \$ 108,963.02

ACKNOWLEDGMENT

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.

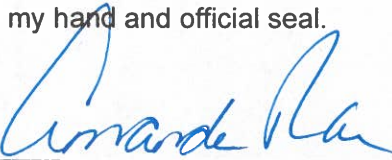
State of California
County of Tulare

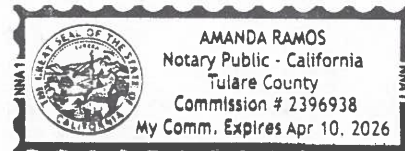
On November 21, 2023 before me, Amanda Ramos, Notary Public
(insert name and title of the officer)

personally appeared Joseph A. Leal,
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)



OWNERS' STATEMENT:

WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY AND THAT WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:
ALL PUBLIC STREETS, LOTS C, F, G AND H AS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION AND THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "FUTURE STREETS", RESERVING TO OURSELVES, FOR THE USE OF OURSELVES, AND THE SUCCESSIVE OWNERS, ALL ORDINARY USES OF SAID LAND UNTIL SUCH TIME AS THE PROPER LEGISLATIVE BODY SHALL ACCEPT DEDICATION OF, OR ACQUIRE ADDITIONAL RIGHT OF WAY, TO CONSTITUTE THE PERMANENT WIDTH AND/OR EXTENSION OF THOSE STREETS HAVING A PARTIAL WIDTH AND/OR DEAD-ENDING, AS SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
ALL PUBLIC UTILITY EASEMENTS AND THE 2-FOOT BLOCK WALL EASEMENT AS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

RELINQUISH TO THE CITY OF HANFORD ALL ACCESS RIGHTS FROM LOTS AT THE PROPERTY LINES BACKING OR SIDING ONTO:
HUME AVENUE, S. ALPINE AVENUE AND BUTTERFIELD LANE, EXCEPT FOR PEDESTRIAN WALKWAYS, AS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

OWNERS: PRESIDIO JJR HIDDEN OAKS II 130, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Joseph A. Leal DATE 10/27/2023
JOSEPH A. LEAL, PRESIDENT
(PRINT NAME AND TITLE)

BY: _____ DATE _____
(PRINT NAME AND TITLE)

NOTARY'S ACKNOWLEDGEMENT:

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 Tulare } S.S.
ON October 27, 2023, BEFORE ME, AMANDA CARMS, A NOTARY PUBLIC,
PERSONALLY APPEARED JOSEPH A. LEAL
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: AMANDA CARMS PRINTED NAME: AMANDA CARMS

PRINCIPAL COUNTY OF BUSINESS: TULARE MY COMMISSION EXPIRES: 04/10/2026

COMMISSION NUMBER: 2396938

TAX COLLECTOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PROVISIONS OF ARTICLE 8 OF CHAPTER 4 OF THE GOVERNMENT CODE HAVE BEEN COMPLIED WITH REGARDING DEPOSITS.

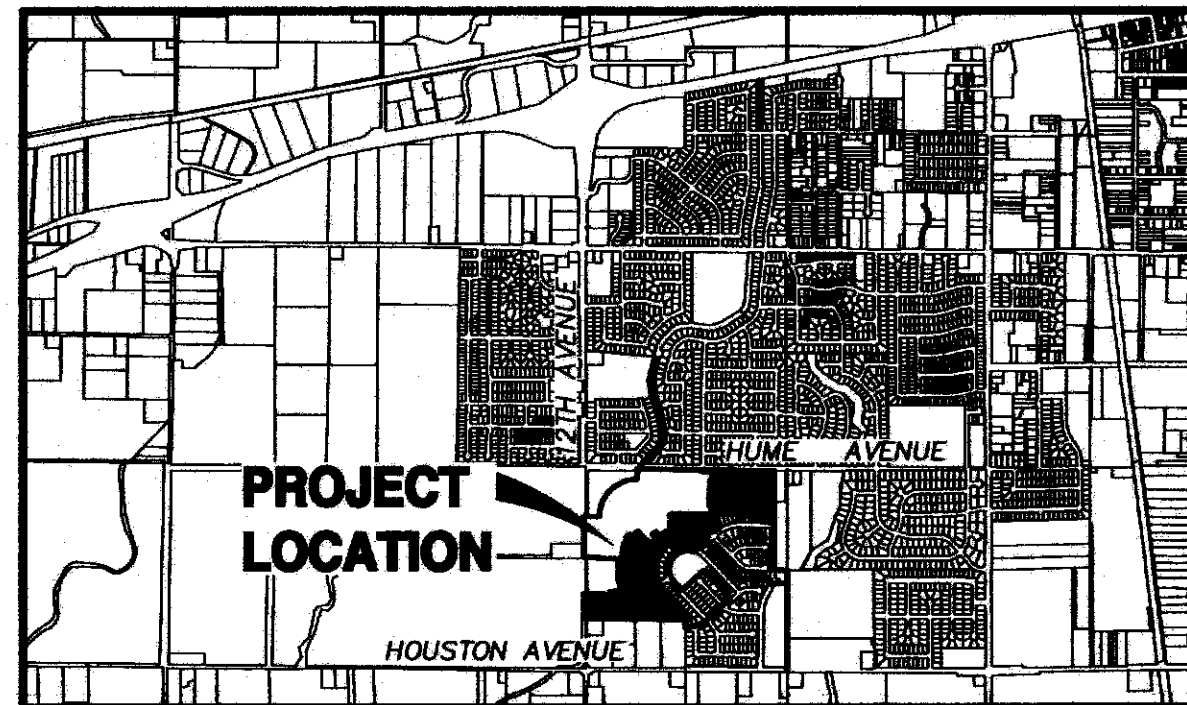
ERIK URENA, C.P.A., DIRECTOR OF FINANCE

BY Daisy Magana DATE 11/02/2023
DEPUTY DATE

RIGHT TO FARM:

IF YOUR REAL PROPERTY IS NEAR PROPERTY USED FOR AGRICULTURAL OPERATIONS, YOU MAY BE SUBJECT TO INCONVENIENCES OR DISCOMFORTS ARISING FROM SUCH OPERATIONS, ON ANY 24 HOUR BASIS. SAID DISCOMFORTS MAY INCLUDE, BUT NOT BE LIMITED TO EQUIPMENT NOISES, ODORS FROM MANURE OR OTHER CHEMICALS, AND DUST OR SMOKE. THE CITY OF HANFORD HAS DETERMINED THAT THE USE OF REAL PROPERTY FOR AGRICULTURAL OPERATIONS IS A HIGH PRIORITY AND FAVORED USE TO THE CITY AND THE COUNTY AND WILL NOT BE CONSIDERED A NUISANCE FOR THOSE INCONVENIENCES OR DISCOMFORTS ARISING FROM AGRICULTURAL OPERATIONS, PROVIDED SUCH OPERATIONS ARE CONSISTENT WITH ACCEPTED CUSTOMS, STANDARDS AND LAWS.

TRACT NO. 881
**LIVE OAK EAST
HIDDEN OAKS
UNIT NO. 1**
LYING IN A PORTION OF THE
SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 19 SOUTH, RANGE 21 EAST, M.D.B.&M.
CITY OF HANFORD, COUNTY OF KINGS,
CALIFORNIA
DECEMBER, 2021
NORTHSTAR ENGINEERING GROUP, INC.
620 12th Street, Modesto, CA 95354
(209) 524-3525



VICINITY MAP
NOT TO SCALE

SEE SHEET 6 FOR LEGAL DESCRIPTION

NOTARY'S ACKNOWLEDGEMENT:

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 _____ } S.S.
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: _____ PRINTED NAME: _____

PRINCIPAL COUNTY OF BUSINESS: _____ MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

CITY CLERK'S CERTIFICATE:

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE HANFORD CITY COUNCIL HELD ON THE _____ DAY _____, 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC, THE STREETS, LOTS C, F, G AND H AND EASEMENTS INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

DATED THIS _____ DAY OF _____, 20____.

NATALIE CORRAL, CITY CLERK

SURVEYOR'S STATEMENT:

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION ON OCTOBER 13, 2018, AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN.
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JJR MANAGEMENT SERVICES, INC. ON APRIL 29, 2020. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE MAY 31, 2022, THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS 23rd DAY OF October, 2023

Nicole Cannella
NICOLE CANNELLA, P.L.S. 9099



CITY ENGINEER'S STATEMENT:

I, LISA A. DOCK, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF ANY LOCAL ORDINANCES AND SECTIONS 66425 THROUGH 66450 OF THE GOVERNMENT CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 20____

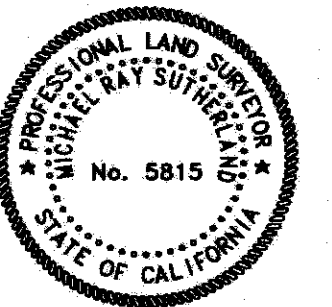
LISA A. DOCK, CITY ENGINEER R.C.E. 68225

ACTING CITY SURVEYOR'S STATEMENT:

I, MICHAEL RAY SUTHERLAND, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT, AND IN ACCORDANCE WITH SECTIONS 66425 THROUGH 66450 INCLUSIVE, OF THE GOVERNMENT CODE.

DATED THIS _____ DAY OF _____, 20____

MICHAEL RAY SUTHERLAND, P.L.S. 5815
ACTING FOR THE CITY OF HANFORD



PLANNING COMMISSION CERTIFICATE:

APPROVED BY THE HANFORD PLANNING COMMISSION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW IN DULY AUTHORIZED MEETING HELD _____, 20____.

DATED THIS _____ DAY OF _____, 20____

JASON WATERS, COMMUNITY DEVELOPMENT DIRECTOR

RECORDER'S STATEMENT:

DOCUMENT NO. _____ FEE PAID _____
RECORDED AT THE REQUEST OF NORTHSTAR ENGINEERING GROUP, INC.

ON THIS _____ DAY OF _____, 20____

AT _____ MINUTES PAST _____ O'CLOCK _____ M. IN

VOLUME _____ OF LICENSED SURVEYORS' PLATS, AT PAGE _____,
KINGS COUNTY RECORDS

KRISTINE LEE, COUNTY RECORDER BY: _____
DEPUTY

SHEET 1 OF 6

HANFORD-ARMONA 34 35
ROAD 3 2
FD. 2" BRASS DISC ON 2-1/2" IRON PIPE IN MONUMENT WELL, STAMPED
LS 4375 AT THE NE COR. SEC. 3 T19S/R21E PER (A) & K.C.C.R. #2102

TRACT No. 902
LIVE OAK NORTH
25-LSP-67

N00°00'00"E (BASIS OF BEARINGS)
2862.85'(M)(A)

HUME AVENUE
S89°07'49"E 2643.95'(M)

FD 2" BRASS DISK STAMPED RCE 21489
IN CONCRETE AT INTERIOR CORNER SEC.
2 T19S/R21E PER 21-LSP-12, K.C.R.

FD. 2" BRASS DISC IN CONCRETE, STAMPED
"KINGS COUNTY SURVEYOR" AT W. 1/4 COR.
SEC. 2 T19S/R21E PER K.C.C.R. #1991

EX IRRIGATION
PIPELINE EASEMENT
753-OR-660

BASIS OF BEARINGS:

A COURSE OF SOUTH FOR THE EAST LINE OF THE NORTHEAST
QUARTER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 21 EAST,
MOUNT DIABLO BASE AND MERIDIAN AS SHOWN ON TRACT No. 902
LIVE OAK NORTH, FILED IN VOLUME 25 OF LICENSED SURVEYORS'
PLATS, AT PAGE 67, KINGS COUNTY RECORDS, WAS USED AS THE
BASIS OF ALL MEASURED BEARINGS SHOWN ON THIS MAP.

RESULTANT
PARCEL 2
(E)

EX. DITCH EASEMENT
PEOPLE'S DITCH COMPANY
1153-OR-686

LOT "A"

LOT "B"
PARK
(B)

OMITTED SIGNATURES:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT THE
SIGNATURES OF THE FOLLOWING INTEREST HOLDERS HAVE BEEN
OMITTED:
KINGS COUNTY WATER DISTRICT FOR AN EASEMENT TO SPILL, DUMP,
SINK AND SPREAD WATERS RECORDED NOVEMBER 29, 1960 AS
INSTRUMENT NO. 12431, BOOK 768, PAGE 943, OFFICIAL RECORDS.

PARCEL 3
PM 13-54.

PARCEL 2
PM 13-54.

PARCEL 1
PM 13-54.

FD. 2" BRASS DISC IN CONCRETE, STAMPED "KINGS
COUNTY SURVEYOR" AT SW COR. SEC. 2 T19S/R21E
PER K.C.C.R. #2596

HOUSTON AVENUE

HOUSTON AVENUE

FD 2" ALUMINUM CAP STAMPED LS 4375
AT SOUTH 1/4 CORNER SEC. 2
T19S/R21E PER K.C.C.R. #2660

TRACT NO. 881 LIVE OAK EAST HIDDEN OAKS UNIT NO. 1

LYING IN A PORTION OF THE
SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 19 SOUTH, RANGE 21 EAST, M.D.B.&M.
CITY OF HANFORD, COUNTY OF KINGS,
CALIFORNIA
DECEMBER, 2021

NORTHSTAR ENGINEERING GROUP, INC.

620 12th Street, Modesto, CA 95354
(209) 524-3525

REFERENCES:

- (A) D.N. 2020-21003, K.C.R.
- (B) LIVE OAK EAST UNIT NO. 1 -
26 - LSP - 93, K.C.R.
- (C) D.N. 2123158, K.C.R.
- (D) LIVE OAK EAST UNIT NO. 2 -
27 - LSP - 05, K.C.R.
- (E) LOT LINE ADJUSTMENT

NOTES:

1. ALL LINES ADJACENT TO CURVES ARE TANGENT
UNLESS A RADIAL BEARING IS SHOWN.
2. SEE SHEET 6 OF 6 FOR UNIT BOUNDARY.

LEGEND:

- SET 3/4"x30" IRON PIPE, TAGGED LS 9099, U.O.N.
- SET STREET INTERSECTION SURVEY MONUMENT PER CITY OF
HANFORD STANDARD DRAWING NO. GE-14 WITH 2" BRONZE
SURVEY MARKER STAMPED LS. 9099
- SET 1.00 FOOT WITNESS CORNER (3/4" x 24" IRON PIPE
TAGGED L.S. 9099) MEASURED ALONG THE LOT LINE, FROM
ACTUAL LOT CORNER, U.O.N.
- SET 3.00 FOOT WITNESS CORNER (3/4" x 24" IRON PIPE
TAGGED L.S. 9099) MEASURED ALONG THE LOT LINE, FROM
ACTUAL LOT CORNER, U.O.N.
- SET 3/4" x 30" IRON PIPE TAGGED L.S. 9099 AT ALL LOT
CORNERS U.O.N.
- FOUND MONUMENT AS NOTED

- FD FOUND
- SFN SEARCHED, FOUND NOTHING
- (A) SEE REFERENCES
- (M) MEASURED
- K.C.R. KINGS COUNTY RECORDS
- K.C.C.R. KINGS COUNTY CORNER RECORDS
- U.O.N. UNLESS OTHERWISE NOTED
- PM PARCEL MAP
- L.S.P. LICENSED SURVEYORS' PLATS
- O.R. OFFICIAL RECORDS
- Calc. CALCULATED FROM RECORD
- GLO GENERAL LAND OFFICE
- D.N. DOCUMENT NUMBER
- [1234] STREET ADDRESS NUMBER

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT
FOR PUBLIC PURPOSES:

- P.U.E. PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION
- AREA NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND
UTILITY PURPOSES.
- ▲ AREA NOW OFFERED FOR DEDICATION FOR PUBLIC UTILITY AND
LANDSCAPE PURPOSES.

SHEET 2 OF 6

TRACT NO. 881 LIVE OAK EAST HIDDEN OAKS UNIT NO. 1

LYING IN A PORTION OF THE
SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 19 SOUTH, RANGE 21 EAST, M.D.B.&M.
CITY OF HANFORD, COUNTY OF KINGS,
CALIFORNIA
DECEMBER, 2021

NORTHSTAR ENGINEERING GROUP, INC.

620 12th Street, Modesto, CA 95354
(209) 524-3525

MONUMENT LEGEND:

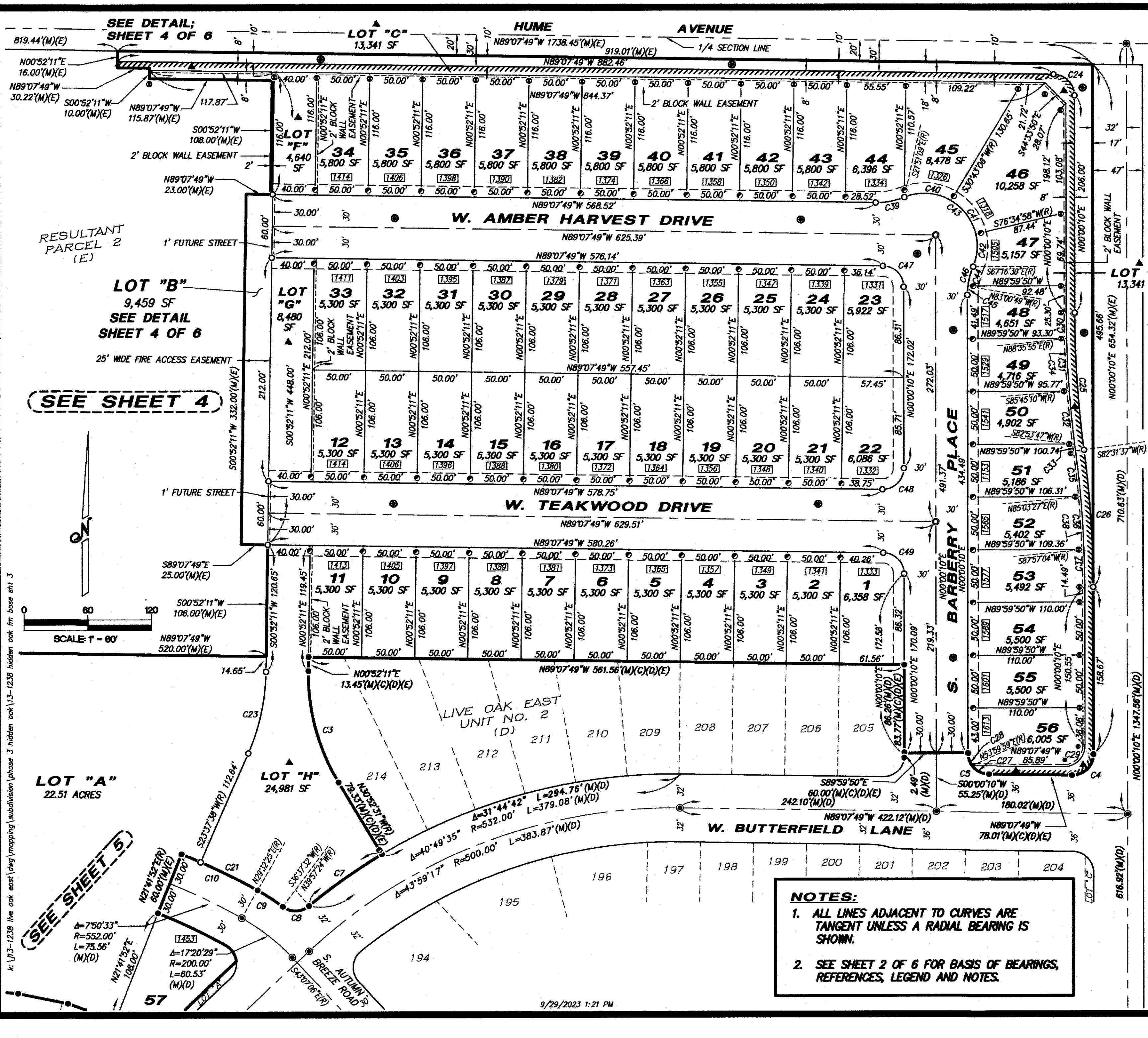
- SET 3/4"x30" IRON PIPE, TAGGED LS 9099, U.O.N.
- SET STREET INTERSECTION SURVEY MONUMENT PER CITY OF HANFORD STANDARD DRAWING NO. GE-14 WITH 2" BRONZE SURVEY MARKER STAMPED LS. 9099
- SET 1.00 FOOT WITNESS CORNER (3/4" x 24" IRON PIPE TAGGED LS. 9099) MEASURED ALONG THE LOT LINE, FROM ACTUAL LOT CORNER, U.O.N.
- SET 3.00 FOOT WITNESS CORNER (3/4" x 24" IRON PIPE TAGGED LS. 9099) MEASURED ALONG THE LOT LINE, FROM ACTUAL LOT CORNER, U.O.N.
- SET 3/4" x 30" IRON PIPE TAGGED LS. 9099 AT ALL LOT CORNERS U.O.N.
- FOUND 3/4" IRON PIPE TAGGED LS 9099 U.O.N.
- FOUND 2" BRONZE SURVEY MARKER STAMPED LS 9099 IN MONUMENT WELL U.O.N.

CURVE TABLE

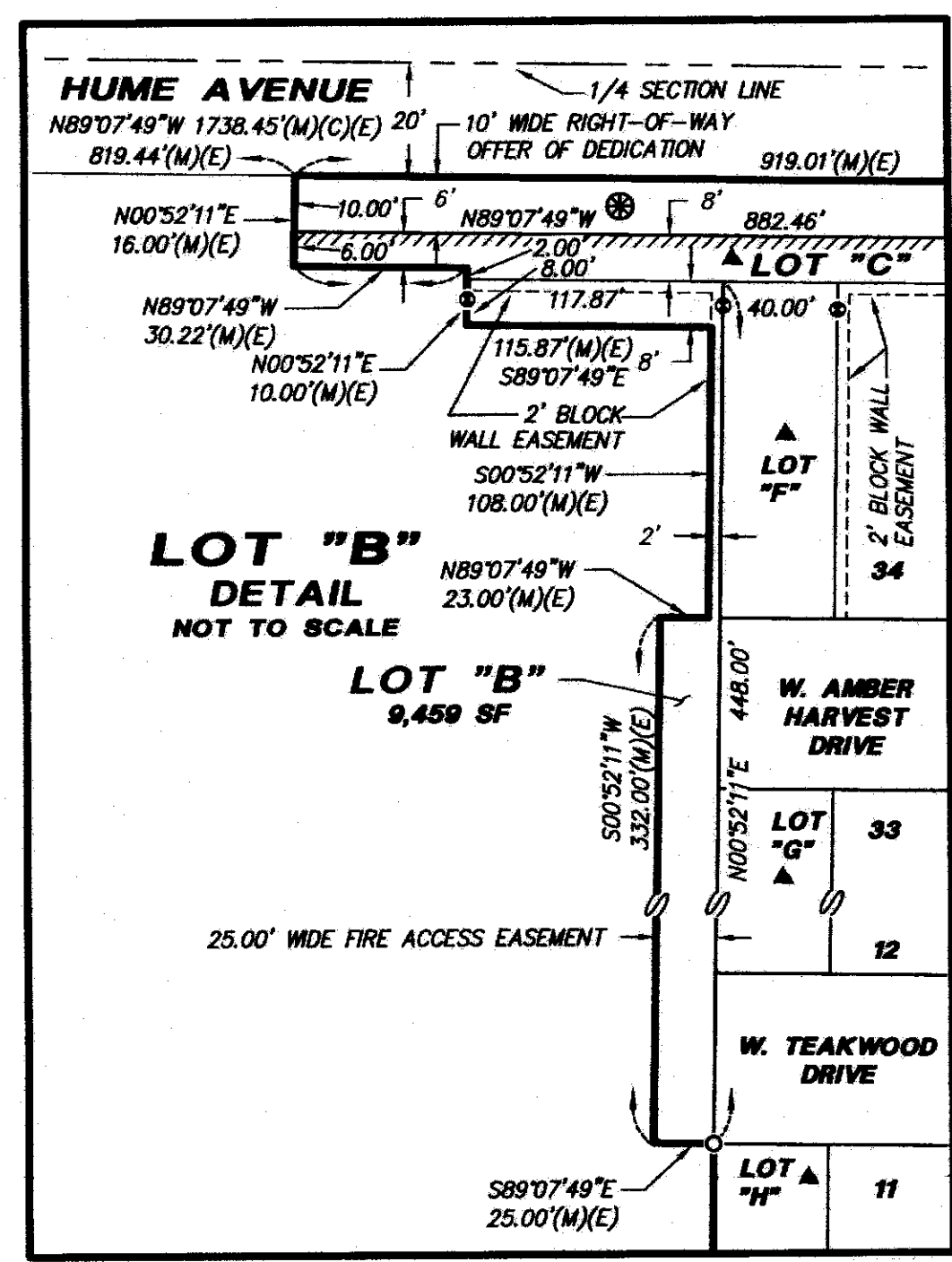
CURVE	DELTA	RADIUS	LENGTH
C3	31°44'42"	200.00'	110.81'
C4	90°52'01"	20.00'	31.72'
C5	89°07'59"	20.00'	31.11'
C7	9°04'53"	532.00'	84.32'
C8	76°34'56"	20.00'	26.73'
C9	7°05'07"	230.00'	28.44'
C10	7°50'33"	582.00'	79.66'
C21	5°54'47"	582.00'	60.06'
C23	22°45'27"	200.00'	79.44'
C24	89°07'59"	20.00'	31.11'
C25	7°28'33"	1000.00'	130.48'
C26	7°28'33"	1000.00'	130.48'
C27	53°07'48"	20.00'	18.55'
C28	36°00'09"	20.00'	12.57'
C29	90°52'01"	20.00'	31.72'
C30	1°24'15"	1008.00'	24.70'
C31	2°50'45"	1008.00'	50.07'
C32	2°51'23"	1008.00'	50.25'
C33	0°22'10"	1008.00'	6.50'
C34	7°28'33"	1008.00'	131.52'
C35	2°31'50"	992.00'	43.81'
C36	2°53'37"	992.00'	50.10'
C37	2°03'06"	992.00'	35.52'
C38	7°28'33"	992.00'	129.43'
C39	22°43'20"	70.00'	27.76'
C40	52°34'15"	50.00'	45.88'
C41	45°51'52"	50.00'	40.02'
C42	36°08'32"	50.00'	31.54'
C43	134°34'39"	50.00'	117.44'
C44	15°44'19"	70.00'	19.23'
C45	6°59'01"	70.00'	8.53'
C46	22°43'20"	70.00'	27.76'
C47	89°07'59"	20.00'	31.11'
C48	90°52'01"	20.00'	31.72'
C49	89°07'59"	20.00'	31.11'

NOTES:

- ALL LINES ADJACENT TO CURVES ARE TANGENT UNLESS A RADIAL BEARING IS SHOWN.
- SEE SHEET 2 OF 6 FOR BASIS OF BEARINGS, REFERENCES, LEGEND AND NOTES.



FD. 2" BRASS DISC IN CONCRETE,
STAMPED "KINGS COUNTY SURVEYOR"
AT W. 1/4 COR. SEC. 2 T19S/R21E
PER K.C.C.R. #1991



NOTES:

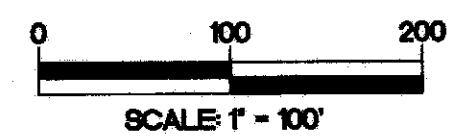
1. ALL LINES ADJACENT TO CURVES ARE TANGENT UNLESS A RADIAL BEARING IS SHOWN.
2. SEE SHEET 2 OF 6 FOR BASIS OF BEARINGS, REFERENCES, LEGEND AND NOTES.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C10	75°03'33"	582.00'	79.66'
C11	74°55'56"	522.00'	70.75'
C12	54°17'18"	20.00'	18.95'
C14	85°14'09"	20.00'	29.75'
C16	84°39'18"	20.00'	29.55'
C17	85°48'57"	20.00'	29.96'
C21	55°44'47"	582.00'	60.06'
C22	1°55'46"	582.00'	19.60'

LINE TABLE

LINE	BEARING	LENGTH
L26	N46°52'54"E	104.75' (M)(C)(D)(E)
L27	S65°27'57"E	40.97' (M)(C)(D)(E)
L28	S71°36'16"E	47.69' (M)(C)(D)(E)
L29	S78°12'32"E	47.69' (M)(C)(D)(E)
L30	S84°48'48"E	47.69' (M)(C)(D)(E)
L31	S88°34'57"E	47.69' (M)(C)(D)(E)
L32	N81°58'41"E	47.69' (M)(C)(D)(E)
L33	N75°22'25"E	47.69' (M)(C)(D)(E)
L34	N68°46'09"E	47.69' (M)(C)(D)(E)
L35	N62°09'54"E	47.69' (M)(C)(D)(E)
L36	N55°14'04"E	52.40' (M)(C)(D)(E)
L37	N45°14'34"E	91.77' (M)(C)(D)(E)
L38	N34°54'56"E	57.23' (M)(C)(D)(E)
L39	N26°59'18"E	57.23' (M)(C)(D)(E)
L40	N19°03'41"E	57.23' (M)(C)(D)(E)
L41	N11°08'04"E	57.23' (M)(C)(D)(E)
L42	N03°12'27"E	57.23' (M)(C)(D)(E)
L43	N04°43'11"W	57.23' (M)(C)(D)(E)
L44	N12°38'48"W	57.23' (M)(C)(D)(E)
L45	N20°06'31"W	50.53' (M)(C)(D)(E)
L46	N46°52'54"E	23.77' (M)(C)(D)(E)

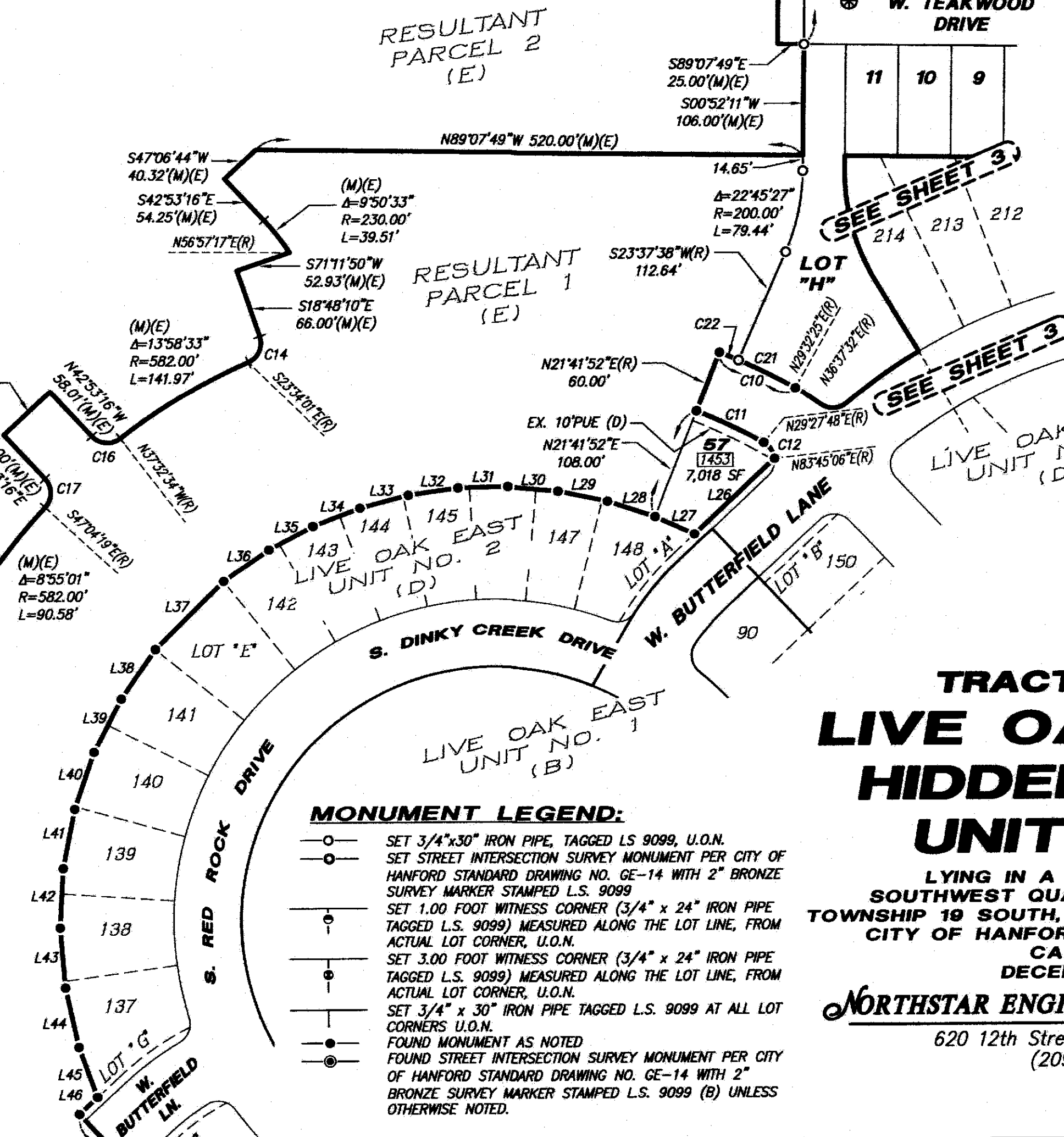


EX. DITCH EASEMENT
PEOPLE'S DITCH COMPANY
1153-OR-686

12TH AVENUE
N00°00'10"E 2654.66'(M)(A)

HOUSTON AVENUE

FD. 2" BRASS DISC IN CONCRETE,
STAMPED "KINGS COUNTY SURVEYOR"
AT SW COR. SEC. 2 T19S/R21E PER
K.C.C.R. #2596



MONUMENT LEGEND:

- SET 3/4"x30" IRON PIPE, TAGGED LS 9099, U.O.N.
- SET STREET INTERSECTION SURVEY MONUMENT PER CITY OF HANFORD STANDARD DRAWING NO. GE-14 WITH 2" BRONZE SURVEY MARKER STAMPED L.S. 9099
- SET 1.00 FOOT WITNESS CORNER (3/4" x 24" IRON PIPE TAGGED L.S. 9099) MEASURED ALONG THE LOT LINE, FROM ACTUAL LOT CORNER, U.O.N.
- SET 3.00 FOOT WITNESS CORNER (3/4" x 24" IRON PIPE TAGGED L.S. 9099) MEASURED ALONG THE LOT LINE, FROM ACTUAL LOT CORNER, U.O.N.
- SET 3/4" x 30" IRON PIPE TAGGED L.S. 9099 AT ALL LOT CORNERS U.O.N.
- FOUND MONUMENT AS NOTED
- FOUND STREET INTERSECTION SURVEY MONUMENT PER CITY OF HANFORD STANDARD DRAWING NO. GE-14 WITH 2" BRONZE SURVEY MARKER STAMPED L.S. 9099 (B) UNLESS OTHERWISE NOTED.

TRACT NO. 881 LIVE OAK EAST HIDDEN OAKS UNIT NO. 1

LYING IN A PORTION OF THE
SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 19 SOUTH, RANGE 21 EAST, M.D.B.&M.
CITY OF HANFORD, COUNTY OF KINGS,
CALIFORNIA
DECEMBER, 2021

NORTHSTAR ENGINEERING GROUP, INC.
620 12th Street, Modesto, CA 95354
(209) 524-3525

12TH AVENUE
N00°00'10"E 2654.68'(M)(A)

FD. 2" BRASS DISC IN CONCRETE,
STAMPED "KINGS COUNTY SURVEYOR"
AT W. 1/4 COR. SEC. 2 T19S/R21E
PER K.C.C.R. #1991

RESULTANT
PARCEL 2
(E)

SCALE 1" = 100'

EX. DITCH EASEMENT
PEOPLE'S DITCH COMPANY
1153-OR-686

LOT "A"
22.51 ACRES

RESULTANT
PARCEL 1
(E)

SEE SHEET 4

SEE SHEET 3

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C10	7°50'33"	582.00'	79.66'
C11	7°45'56"	522.00'	70.75'
C12	54°17'18"	20.00'	18.95'
C14	85°14'09"	20.00'	29.75'
C16	84°39'18"	20.00'	29.55'
C17	85°48'57"	20.00'	29.96'
C21	5°54'47"	582.00'	60.06'
C22	1°55'46"	582.00'	19.60'

LINE TABLE

LINE	BEARING	LENGTH	
L26	N46°52'54"E	104.75'	(M)(C)(D)(E)
L27	S65°27'57"E	40.97'	(M)(C)(D)(E)
L28	S71°36'16"E	47.69'	(M)(C)(D)(E)
L29	S78°12'32"E	47.69'	(M)(C)(D)(E)
L30	S84°48'48"E	47.69'	(M)(C)(D)(E)
L31	N88°34'57"E	47.69'	(M)(C)(D)(E)
L32	N81°58'41"E	47.69'	(M)(C)(D)(E)
L33	N75°22'25"E	47.69'	(M)(C)(D)(E)
L34	N68°46'09"E	47.69'	(M)(C)(D)(E)
L35	N62°09'54"E	47.69'	(M)(C)(D)(E)
L36	N55°14'04"E	52.40'	(M)(C)(D)(E)
L37	N45°14'34"E	91.77'	(M)(C)(D)(E)
L38	N34°54'56"E	57.23'	(M)(C)(D)(E)
L39	N26°59'18"E	57.23'	(M)(C)(D)(E)
L40	N19°03'41"E	57.23'	(M)(C)(D)(E)
L41	N11°08'04"E	57.23'	(M)(C)(D)(E)
L42	N03°12'27"E	57.23'	(M)(C)(D)(E)
L43	N04°43'11"W	57.23'	(M)(C)(D)(E)
L44	N12°38'48"W	57.23'	(M)(C)(D)(E)
L45	N20°06'31"W	50.53'	(M)(C)(D)(E)
L46	N46°52'54"E	23.77'	(M)(C)(D)(E)

NOTES:

- ALL LINES ADJACENT TO CURVES ARE TANGENT UNLESS A RADIAL BEARING IS SHOWN.
- SEE SHEET 2 OF 6 FOR BASIS OF BEARINGS, REFERENCES, LEGEND AND NOTES.

MONUMENT LEGEND:

- SET 3/4"x30" IRON PIPE, TAGGED L.S. 9099, U.O.N.
- SET STREET INTERSECTION SURVEY MONUMENT PER CITY OF HANFORD STANDARD DRAWING NO. GE-14 WITH 2" BRONZE SURVEY MARKER STAMPED L.S. 9099
- SET 1.00 FOOT WITNESS CORNER (3/4" x 24" IRON PIPE TAGGED L.S. 9099) MEASURED ALONG THE LOT LINE, FROM ACTUAL LOT CORNER, U.O.N.
- SET 3.00 FOOT WITNESS CORNER (3/4" x 24" IRON PIPE TAGGED L.S. 9099) MEASURED ALONG THE LOT LINE, FROM ACTUAL LOT CORNER, U.O.N.
- SET 3/4" x 30" IRON PIPE TAGGED L.S. 9099 AT ALL LOT CORNERS U.O.N.
- FOUND MONUMENT AS NOTED
- FOUND STREET INTERSECTION SURVEY MONUMENT PER CITY OF HANFORD STANDARD DRAWING NO. GE-14 WITH 2" BRONZE SURVEY MARKER STAMPED L.S. 9099 (B) UNLESS OTHERWISE NOTED.

TRACT NO. 881 LIVE OAK EAST HIDDEN OAKS UNIT NO. 1

LYING IN A PORTION OF THE
SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 19 SOUTH, RANGE 21 EAST, M.D.B.&M.
CITY OF HANFORD, COUNTY OF KINGS,
CALIFORNIA

DECEMBER, 2021
NORTHSTAR ENGINEERING GROUP, INC.

620 12th Street, Modesto, CA 95354
(209) 524-3525

SHEET 5 OF 6

HOUSTON AVENUE

PARCEL 3
PM 13-54,

PARCEL 2
PM 13-54,

SOUTH 1/2 OF THE
SW 1/4 OF THE SW 1/4
SECTION 2

NE CORNER OF THE SOUTH 1/2 OF
THE SW 1/4 OF THE SW 1/4 OF
SECTION 2

W. POPPY
SPRINGS LN.

FD. 2" BRASS DISC IN CONCRETE, STAMPED "KINGS COUNTY
SURVEYOR" AT SW COR. SEC. 2 T19S/R21E PER K.C.C.R. #2598

LEGAL DESCRIPTION:

BEING ALL OF LOT 149 AS SHOWN ON THE MAP ENTITLED "LIVE OAK EAST UNIT NO. 2" RECORDED IN VOLUME 27 OF LICENSED SURVEYORS' PLATS, AT PAGE 05, KINGS COUNTY RECORDS AND A PORTION OF PARCEL 2 AS DESCRIBED IN GRANT DEED TO IMPLACABLE PROPERTIES, LLC RECORDED ON AUGUST 30, 2022 AS DOCUMENT NO. 2216244, KINGS COUNTY RECORDS, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 21 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF KINGS, CALIFORNIA, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE

ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 2, SOUTH 89°15'21"E EAST 1320.80 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 2, NORTH 00°01'16"E EAST 663.07 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2, SAID POINT BEING ALSO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2, BEING ALSO THE SOUTHERLY LINE OF SAID PARCEL 2, NORTH 89°13'54"W WEST 1321.02 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, BEING ALSO THE WEST LINE OF SAID PARCEL 2, NORTH 00°00'10"E EAST 324.72 FEET; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2 THE FOLLOWING SEVENTEEN (17) COURSES:

- 1) SOUTH 89°07'49"E EAST 244.92 FEET;
- 2) SOUTH 00°52'11"W WEST 16.71 FEET;
- 3) SOUTH 89°07'49"E EAST 100.00 FEET;
- 4) NORTH 00°52'11"E EAST 48.86 FEET;
- 5) SOUTH 88°50'31"E EAST 76.23 FEET;
- 6) NORTH 64°18'21"E EAST 71.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY TO THE LEFT, HAVING A RADIUS OF 380.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 64°18'21"E WEST AND HAVING A CENTRAL ANGLE OF 26°33'50"; THENCE
- 7) ALONG THE ARC OF SAID CURVE, 176.18 FEET;
- 8) NORTH 00°52'11"E EAST 214.65 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND HAVING A CENTRAL ANGLE OF 90°00'00"; THENCE
- 9) ALONG THE ARC OF SAID CURVE, 31.42 FEET; THENCE LEAVING SAID WESTERLY LINE OF PARCEL 2, SOUTH 89°07'49"E EAST 65.24 FEET; THENCE
- 10) NORTH 00°52'11"E EAST 117.72 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 230.00 FEET AND HAVING A CENTRAL ANGLE OF 38°06'12"; THENCE
- 11) ALONG THE ARC OF SAID CURVE, 152.96 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 20.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 51°01'37"E EAST AND HAVING A CENTRAL ANGLE OF 81°51'38"; THENCE
- 12) ALONG THE ARC OF SAID CURVE, 28.57 FEET; THENCE
- 13) NORTH 42°53'16"W WEST 10.00 FEET; THENCE
- 14) NORTH 47°06'44"E EAST 60.00 FEET; THENCE
- 15) SOUTH 42°53'16"E EAST 46.23 FEET; THENCE
- 16) NORTH 47°06'44"E EAST 108.00 FEET; THENCE
- 17) SOUTH 42°53'16"E EAST 255.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 582.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 55°59'20"W WEST AND HAVING A CENTRAL ANGLE OF 08°55'02"; THENCE
- 18) ALONG THE ARC OF SAID CURVE, 90.58 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 20.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 47°04'19"E EAST AND HAVING A CENTRAL ANGLE OF 85°48'57"; THENCE
- 19) ALONG THE ARC OF SAID CURVE, 29.96 FEET; THENCE
- 20) NORTH 42°53'16"W WEST 57.00 FEET; THENCE
- 21) NORTH 47°06'44"E EAST 60.00 FEET; THENCE
- 22) SOUTH 42°53'16"E EAST 58.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 20.00 FEET AND HAVING A CENTRAL ANGLE OF 84°39'19"; THENCE
- 23) ALONG THE ARC OF SAID CURVE, 29.55 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 582.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 37°32'34"W WEST AND HAVING A CENTRAL ANGLE OF 13°58'33"; THENCE
- 24) ALONG THE ARC OF SAID CURVE, 141.97 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 20.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 23°34'01"E EAST AND HAVING A CENTRAL ANGLE OF 85°14'09"; THENCE
- 25) ALONG THE ARC OF SAID CURVE, 29.75 FEET; THENCE
- 26) NORTH 18°48'10"W WEST 66.00 FEET; THENCE
- 27) NORTH 71°11'50"E EAST 52.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 230.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 56°57'17"E EAST AND HAVING A CENTRAL ANGLE OF 09°50'33"; THENCE
- 28) ALONG THE ARC OF SAID CURVE, 39.51 FEET; THENCE
- 29) NORTH 42°53'16"W WEST 54.25 FEET; THENCE
- 30) NORTH 47°06'44"E EAST 40.32 FEET; THENCE
- 31) SOUTH 89°07'49"E EAST 520.00 FEET; THENCE
- 32) NORTH 00°52'11"E EAST 106.00 FEET; THENCE
- 33) NORTH 89°07'49"W WEST 25.00 FEET; THENCE
- 34) NORTH 00°52'11"E EAST 332.00 FEET; THENCE
- 35) SOUTH 89°07'49"E EAST 23.00 FEET; THENCE
- 36) NORTH 00°52'11"E EAST 108.00 FEET; THENCE
- 37) NORTH 89°07'49"W WEST 115.87 FEET; THENCE
- 38) NORTH 00°52'11"E EAST 10.00 FEET; THENCE
- 39) NORTH 89°07'49"W WEST 30.22 FEET; THENCE
- 40) NORTH 00°52'11"E EAST 18.00 FEET TO A POINT 20.00 FEET DISTANT AT RIGHT ANGLES FROM THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 2, BEING ALSO A POINT ON THE NORTH LINE OF SAID PARCEL 2; THENCE
- 41) ALONG SAID NORTH LINE OF PARCEL 2, PARALLEL WITH SAID QUARTER SECTION LINE, SOUTH 89°07'49"E EAST 919.01 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE
- 42) ALONG THE EAST LINE OF SAID PARCEL 2, SOUTH 00°00'10"W WEST 654.32 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET AND HAVING A CENTRAL ANGLE OF 90°52'01"; THENCE
- 43) ALONG THE ARC OF SAID CURVE, 31.72 FEET;
- 44) NORTH 89°07'49"W WEST 78.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET AND HAVING A CENTRAL ANGLE OF 89°07'59"; THENCE
- 45) ALONG THE ARC OF SAID CURVE, 31.11 FEET; THENCE
- 46) NORTH 89°59'50"W WEST 60.00 FEET; THENCE
- 47) NORTH 00°00'10"E EAST 83.77 FEET; THENCE

NORTH 89°07'49"W WEST 561.56 FEET; THENCE SOUTH 00°52'11"W WEST 13.45 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 200.00 FEET AND HAVING A CENTRAL ANGLE OF 31°44'42"; THENCE

ALONG THE ARC OF SAID CURVE, 110.81 FEET; THENCE SOUTH 30°52'31"E EAST 79.33 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 532.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 30°52'31"E WEST AND HAVING A CENTRAL ANGLE OF 09°04'53"; THENCE

ALONG THE ARC OF SAID CURVE, 84.32 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 39°57'24"E EAST AND HAVING A CENTRAL ANGLE OF 78°34'58"; THENCE

LEAVING SAID SOUTHEASTERLY LINE OF PARCEL 2, ALONG THE ARC OF SAID CURVE, 26.73 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 230.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 36°37'32"E EAST AND HAVING A CENTRAL ANGLE OF 07°05'07"; THENCE

ALONG THE ARC OF SAID CURVE, 28.44 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 582.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 29°32'25"E EAST AND HAVING A CENTRAL ANGLE OF 07°50'33"; THENCE

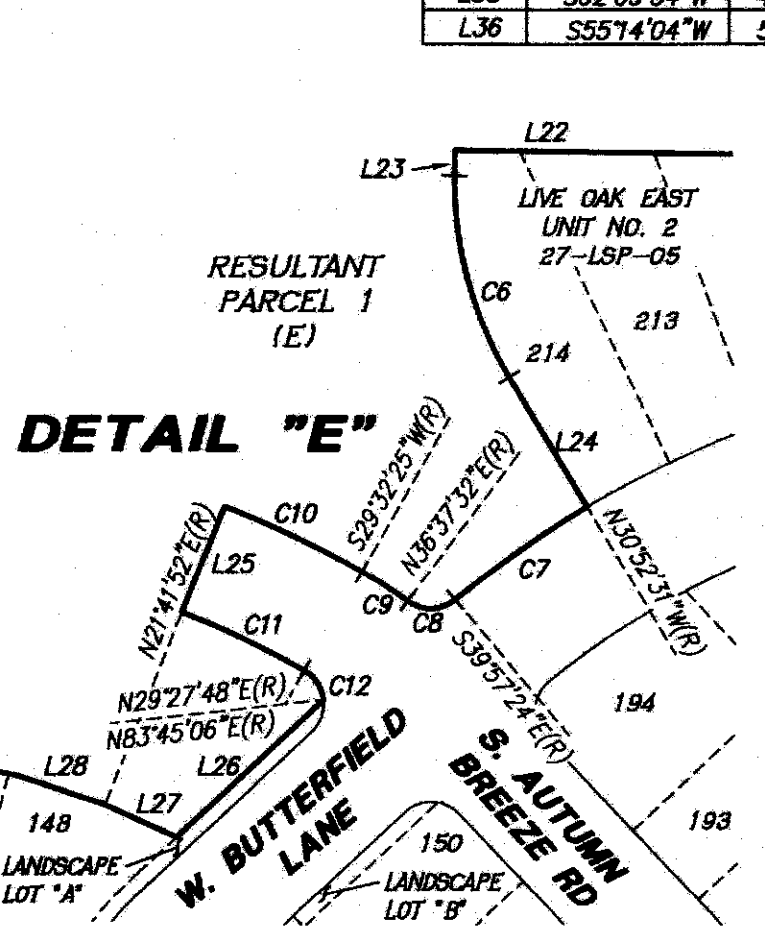
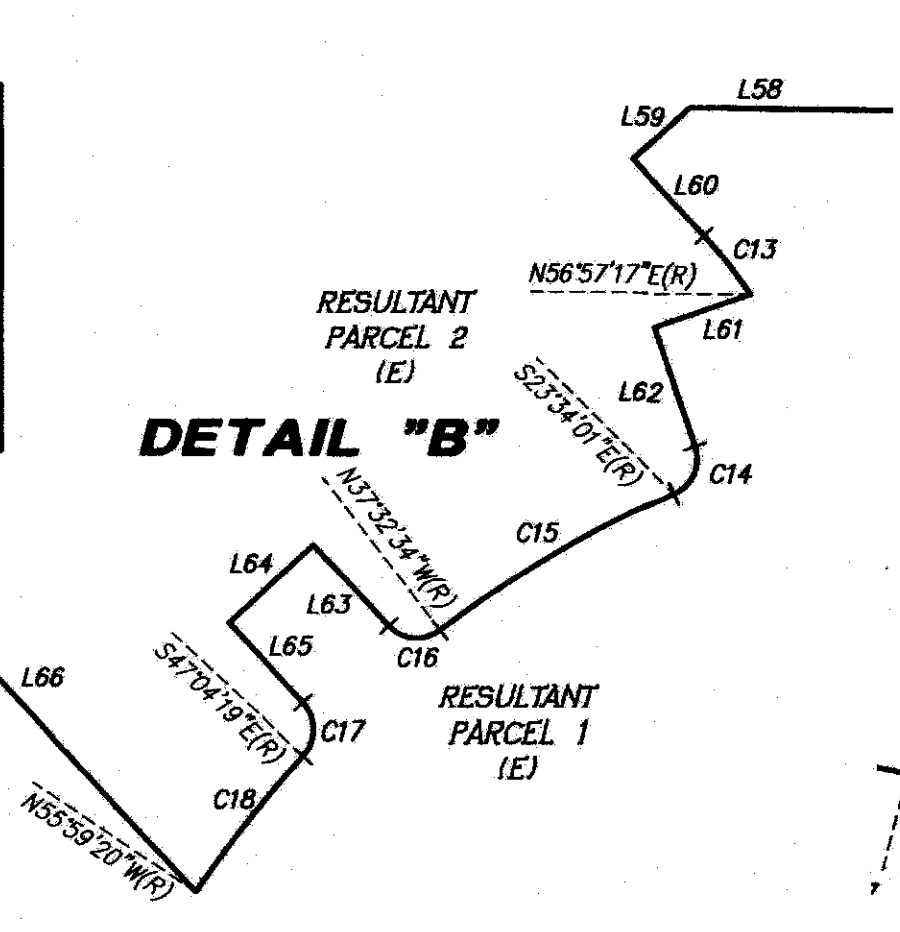
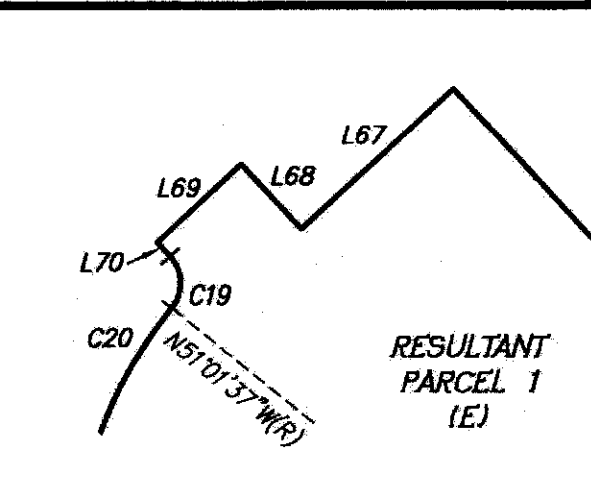
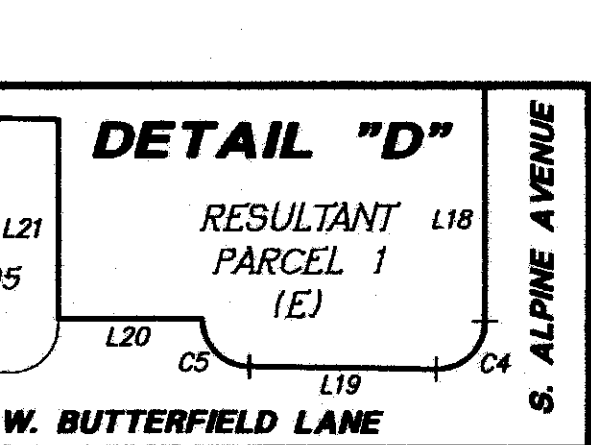
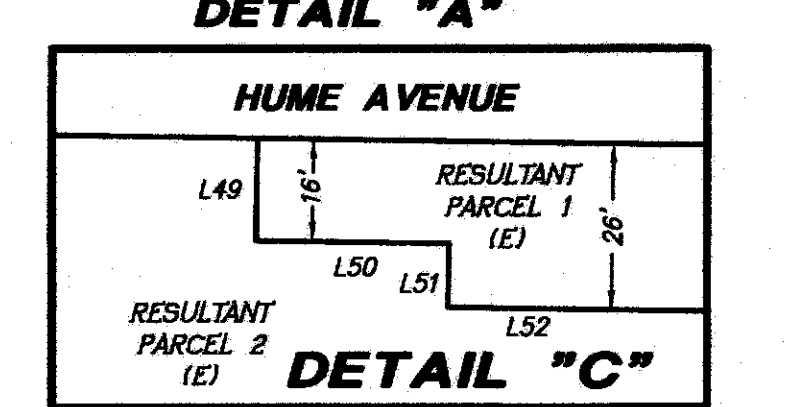
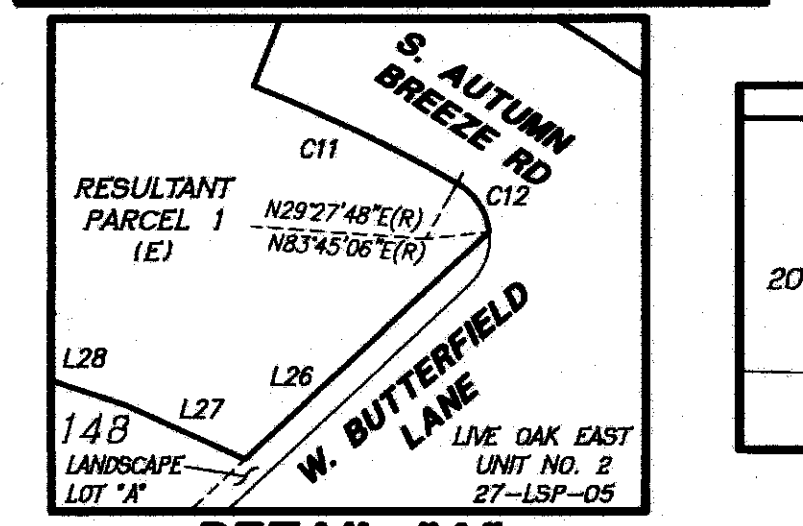
ALONG THE ARC OF SAID CURVE, 78.66 FEET; THENCE SOUTH 21°41'52"W WEST 60.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 149 AND THE BEGINNING OF A CURVE CONCAVE TO SOUTHWESTERLY, HAVING A RADIUS OF 522.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 21°41'52"E EAST AND HAVING A CENTRAL ANGLE OF 07°45'56"; THENCE

ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY LINE OF SAID LOT 149, THE FOLLOWING FOUR (4) COURSES:

- 1) ALONG THE ARC OF SAID CURVE, 70.75 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 29°27'48"E EAST AND HAVING A CENTRAL ANGLE OF 54°17'18"; THENCE
- 2) ALONG THE ARC OF SAID CURVE, 18.95 FEET; THENCE
- 3) SOUTH 46°52'54"W WEST 104.75 FEET; THENCE
- 4) NORTH 65°27'57"W WEST 40.97 FEET TO SOUTHWESTERLY CORNER OF SAID LOT 149, BEING ALSO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2; THENCE
- 5) ALONG THE EASTERLY LINE OF SAID PARCEL 2, THE FOLLOWING TWENTY-ONE (21) COURSES:

- 1) NORTH 71°36'16"W WEST 47.69 FEET; THENCE
- 2) NORTH 78°12'32"W WEST 47.69 FEET; THENCE
- 3) NORTH 84°48'48"W WEST 47.69 FEET; THENCE
- 4) SOUTH 88°34'57"W WEST 47.69 FEET; THENCE
- 5) SOUTH 81°58'41"W WEST 47.69 FEET; THENCE
- 6) SOUTH 75°22'25"W WEST 47.69 FEET; THENCE
- 7) SOUTH 68°46'09"W WEST 47.69 FEET; THENCE
- 8) SOUTH 62°08'04"W WEST 47.69 FEET; THENCE
- 9) SOUTH 55°14'04"W WEST 52.40 FEET; THENCE
- 10) SOUTH 45°14'34"W WEST 91.77 FEET; THENCE
- 11) SOUTH 34°54'58"W WEST 57.23 FEET; THENCE
- 12) SOUTH 28°59'18"W WEST 57.23 FEET; THENCE
- 13) SOUTH 19°03'41"W WEST 57.23 FEET; THENCE
- 14) SOUTH 11°08'04"W WEST 57.23 FEET; THENCE
- 15) SOUTH 03°12'27"W WEST 57.23 FEET; THENCE
- 16) SOUTH 04°43'11"E EAST 57.23 FEET; THENCE
- 17) SOUTH 12°38'48"E EAST 57.23 FEET; THENCE
- 18) SOUTH 20°06'31"E EAST 50.53 FEET; THENCE
- 19) SOUTH 46°52'54"W WEST 23.77 FEET; THENCE
- 20) SOUTH 43°07'06"E EAST 634.77 FEET; THENCE
- 21) SOUTH 75°23'27"W WEST 71.79 FEET TO THE POINT OF BEGINNING, CONTAINING 33.99 ACRES MORE OR LESS

- NOTES:**
1. ALL LINES ADJACENT TO CURVES ARE TANGENT UNLESS A RADIAL BEARING IS SHOWN.
 2. SEE SHEET 2 OF 6 FOR BASIS OF BEARINGS, REFERENCES, LEGEND AND NOTES.



TRACT NO. 881
**LIVE OAK EAST
HIDDEN OAKS
UNIT NO. 1**

LYING IN A PORTION OF THE
SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 19 SOUTH, RANGE 21 EAST, M.D.B.&M.
CITY OF HANFORD, COUNTY OF KINGS,
CALIFORNIA
DECEMBER, 2021

NORTHSTAR ENGINEERING GROUP, INC.

620 12th Street, Modesto, CA 95354
(209) 524-3525

LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N89°13'45"W	1321.02'	L37	S45°14'34"W	91.77'
L2	N00°00'10"E	324.72'	L38	S34°54'56"W	57.23'
L3	S89°07'49"E	244.92'	L39	S26°59'18"W	57.23'
L4	S00°52'11"W	16.71'	L40	S19°03'41"W	57.23'
L5	S89°07'49"E	100.00'	L41	S11°08'04"W	57.23'
L6	N00°52'11"E	48.86'	L42	S03°12'27"W	57.23'
L7	S88°50'31"E	76.23'	L43	S04°43'11"E	57.23'
L8	N64°18'21"E	71.43'	L44	S12°38'48"E	57.23'
L9	N00°52'11"E	214.65'	L45	S20°06'31"E	50.53'
L10	N89°07'49"W	240.00'	L46	S46°52'54"W	23.77'
L11	N00°52'11"E	11.71'	L47	S43°07'06"E	634.77'
L12	N89°07'49"W	192.18'	L48	S75°23'27"W	71.79'
L13	N00°00'10"E	540.06'	L49	S00°52'11"W	16.00'
L14	S89°07'49"E	200.36'	L50	S89°07'49"E	30.22'
L15	N00°52'11"E	12.14'	L51	S00°52'11"W	10.00'
L16	N00°52'11"E	134.00'	L52	S89°07'49"E	115.87'
L17	S89°07'49"E	1738.45'	L53	S00°52'11"W	108.00'
L18	S00°00'10"W	654.32'	L54	N89°07'49"W	23.00'
L19	N89°07'49"W	78.01'	L55	S00°52'11"W	332.00'
L20	N89°59'50"W	60.00'	L56	S89°07'49"E	25.00'
L21	N00°00'10"W	83.77'	L57	S00°52'11"W	106.00'
L22	N89°07'49"W	561.56'	L58	N89°07'49"W	520.00'
L23	S00°52'11"W	13.45'	L59	S47°06'44"W	60.00'
L24	S30°52'31"E	79.33'	L60	S42°53'16"E	54.25'
L25	S21°41'52"W	60.00'	L61	S71°11'50"W	52.93'
L26	S46°52'54"W	104.75'	L62	S18°48'10"E	66.00'
L27	N65°27'57"W	40.97'	L63	N42°53'16"E	54.25'
L28	N71°36'16"W	47.69'	L64	S47°06'44"W	60.00'
L29	N78°12'32"W	47.69'	L65	S42°53'16"E	57.00'
L30	N84°48'48"W	47.69'	L66	N42°53'16"W	255.29'
L31	S88°34'57"W	47.69'	L67	S47°06'44"W	108.00'
L32	S81°58'41"W	47.69'	L68	N42°53'16"W	46.23'
L33	S75°22'25"W	47.69'	L69	S47°06'44"W	60.00'
L34	S68°46'09"W	47.69'	L70	S42°53'16"E	10.00'
L35	S62°08'04"W	47.69'	L71	S00°52'11"W	117.72'
L36	S55°14'04"W	52.40'	L72	N89°07'49"W	65.24'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	26°33'50"	380.00'	176.18'
C2	90°00'00"	20.00'	31.42'
C3	90°00'00"	480.00'	753.98'
C4	90°52'01"	20.00'	31.72'
C5	89°07'59"	20.00'	31.11'
C6	31°44'42"	200.00'	110.81'
C7	9°04'53"	532.00'	84.32'
C8	76°34'56"	20.00'	26.73'
C9	7°05'07"	230.00'	28.44'
C10	7°50'33"	582.00'	79.66'
C11	7°45'56"	522.00'	70.75'
C12	54°17'18"	20.00'	18.95'
C13	9°50'33"	230.00'	39.51'
C14	85°14'09"	20.00'	29.75'
C15	13°58'33"	582.00'	141.97'
C16	84°39'19"	20.00'	29.55'
C17	85°48'57"	20.00'	29.96'
C18	8°55'02"	582.00'	90.58'
C19	81°51'38"	20.00'	28.57'
C20	38°06'12"	230.00'	152.96'



AGENDA STAFF REPORT

MEETING DATE: 12/19/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of an emergency Purchase Order (PO) 22400418 for emergency well repair at well #35, located at fire station #1, to Valley Pump & Dairy Systems Inc. from Armona, CA in the amount of \$153,279.14 for emergency repairs due to breaks in the well casing.

RECOMMENDATION:

Recommendation:

Approve PO 22400418 for the amount of \$153,279.14 for emergency well repair at well #35.

Recommended Motion:

That, by motion, the City Council approves.

1. Emergency PO 22400418 in the amount of \$153,279.14 to Valley Pump & Dairy Systems, Inc. of Armona, CA for emergency well repairs at well #35
2. Approve appropriations to fully fund PO 22400418 from Water Capital Reserves Fund (0391)

BACKGROUND:

Well #35, located behind fire station #1 on Grangeville Blvd. suffered multiple breaks in the well casing, causing the well to collapse and become inoperable. Valley Pump & Dairy Systems, Inc. was previously hired to remove the well and inspect the casing by video. At that time, it was determined that needed repairs could be made, saving the City the cost of potentially drilling a new well. The needed repairs will consist of reaming the well casing, along with patching the breaks and replacing columns of pipe and shaft, along with bushings and a new check valve, and installation of all components to an operational state.

FISCAL IMPACT:

Water Capital Reserves Fund (0391) currently has a balance of approximately \$10,609,486.00 and will be able to support the appropriation of \$153,279.14 to fully fund emergency PO 22400418.

ATTACHMENTS:

1. Valley Pump Quote
2. Sole Source Letter

Emergency repair - Received approval from Russ Sterling on 10/09/2023.

Valley Pump & Dairy Systems, Inc.

P.O.BOX 668
ARMONA, CA 93202

Estimate

Date	Estimate #
10/5/2023	359

Name / Address
CITY OF HANFORD Accounts Payable 315 N. DOUTY STREET HANFORD, CA 93230

			Project
Description	Qty	Rate	Total
WELL: #35 ESTIMATE TO INSTALL NEW WATER LUBE TURBINE & REINSTALL BUILDING			
12CLC 7-STAGE	1	16,631.00	16,631.00
PIPE, COLUMN 8" X 10'	35	750.00	26,250.00
PIPE, COLUMN 8" X 5'	2	483.00	966.00
SHAFT, S.S. 1-1/4" X 10'	35	408.00	14,280.00
SHAFT, S.S. 1-1/4" X 5'	2	300.00	600.00
RETAINERS, BRONZE W/ BUSHING 8" X 1-1/4"	35	208.00	7,280.00
VALVE, CHECK 8"	1	2,269.00	2,269.00
NIPPLE, 8" X 24"	1	250.00	250.00
DISCHARGE HEAD, 8"	1	3,000.00	3,000.00
ARTHUR & ORUM WELL REAM	1	53,500.00	53,500.00
LONGMIRE PATCH & CALIPER	1	9,500.00	9,500.00
LABOR	1	9,000.00	9,000.00
7.25% Kings County		7.25%	9,753.14
		Total	\$153,279.14

City of **H A N F O R D**

CALIFORNIA 93230
CITY OFFICES 319 NORTH DOUTY STREET



MAYOR
TRAVIS PADEN

VICE MAYOR
MARK KAIRIS

COUNCIL MEMBERS
KALISH MORROW
DIANE SHARP
LOU MARTINEZ

CITY MANAGER
MARIO CIFUENTEZ II

CITY ATTORNEY
ROBERT M. DOWD

FY2024

To Whom It May Concern:

This form must be used as justification for a purchase from a single or sole source provider without open competition when the purchase is \$2,500 or above.

The following statements, in my professional judgment, are correct. I have researched my requirements to support these findings. I also certify that no personal advantage, gain, or privilege has (or will) accrued to me through the purchase from this vendor. I have reviewed the vendor's proposed costs and find those costs fair and reasonable for the item or items proposed.

Explanation for Single Sole Source:

We request a sole source for Valley Pump & Dairy Systems, Inc. The vendor currently works on all of our wells. They are local and can complete projects quickly and efficiently. The vendor is very familiar with the well and the project. They originally started working on it when it was taken apart and inspected. The materials, services, and knowledge provided by the vendor are unique and therefore competitive bids are not applicable.

Alejandro Solorio Lopez, Financial Analyst
City of Hanford
900 S. 10th Ave, Hanford, CA 93230
Tel: 559-585-2563



AGENDA STAFF REPORT

MEETING DATE: 12/19/2023	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Public Works: Approval of the Notice of Completion for Tract No. 928 Unit No. 3, located near the Southeast corner of Centennial Drive and Fargo Avenue, in the City of Hanford, and Authorization for the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.

RECOMMENDATION:

That the City Council, by motion, approve a Notice of Completion for Tract No. 928, Unit No. 3 and authorize the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.

BACKGROUND:

On June 7, 2022, the Council approved the Final Map and Subdivision Agreement (attached for reference) for Tract No. 928 Unit 3, an 88-lot residential subdivision, located as shown on the attached map. The developer of the subdivision is San Joaquin Valley Homes, Presidio JJR Bella Vista II 150, LLC. The developer has completed all public improvements required under the subdivision agreement and posted a 10 percent (10%) warranty security, which shall remain in effect for a minimum of one year after the attached Notice of Completion is recorded.

FISCAL IMPACT:

The public improvements have been constructed by the developer as required by the subdivision conditions of approval, and no fiscal impact on the budget will result from approval of the Notice of Completion.

ATTACHMENTS:

1. 928-3 Notice of Completion
2. 928-3 Notice of Completion
3. Recorded FM TR 928-3

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 near: Southeast corner of Centennial Drive and Fargo Avenue, in the City of Hanford.
2. The Improvement is particularly described as: Tract 928, Unit 3 Subdivision Infrastructure Improvements, recorded on November 8th, 2021, in Volume 27 of Licensed Surveyor's Plats, at page 07, Kings County Records.
3. The date of completion of the work of Improvement: 12/05/23
4. The Owner of the work of Improvement: City of Hanford
5. The nature of the owner's interest or estate: Fee Simple
6. The name of the original contractor for the work of Improvement: San Joaquin Valley Homes
7. The surety for the work of Improvement: Markel Insurance Company – Bond 4448059
8. Accepted by minute action of the City Council of the City of Hanford on: _____, 2023.

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

Dated this _____ day of _____, 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

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:

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6. The name of the original contractor for the work of Improvement: San Joaquin Valley Homes
7. The surety for the work of Improvement: Markel Insurance Company – Bond 4448059
8. Accepted by minute action of the City Council of the City of Hanford on: _____, 2023.

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

Dated this _____ day of _____, 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

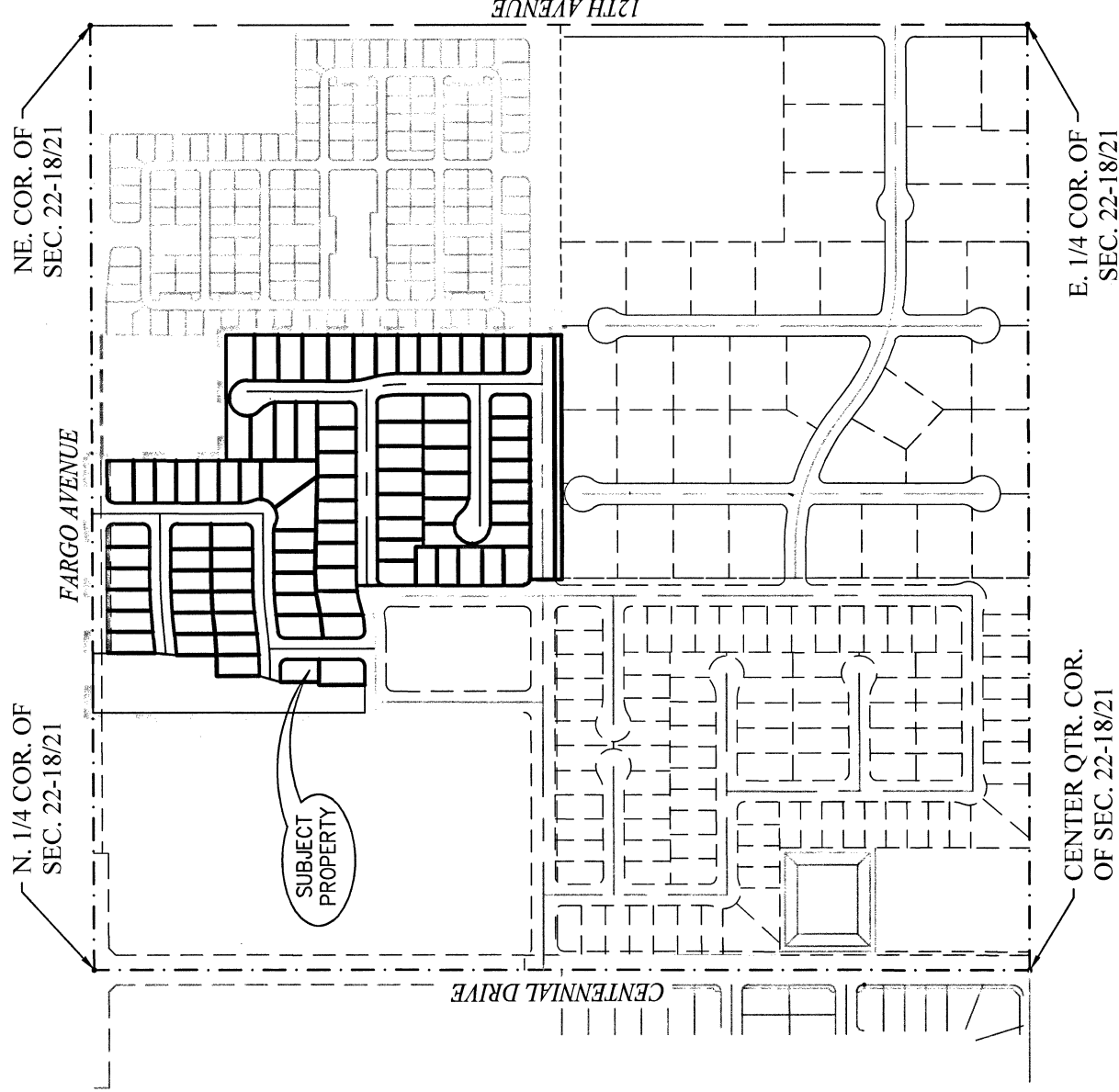
City of Hanford, County of Kings, State of California

Authority: Section 1181 Civil Code

COUNTY TRACT NO. 928

UNIT III

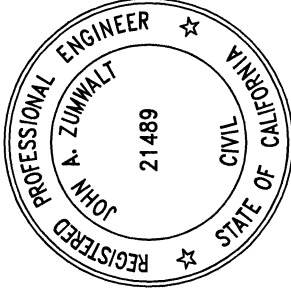
CITY OF HANFORD, COUNTY OF KINGS
STATE OF CALIFORNIA



ENGINEER'S STATEMENT

THIS MAP CONSISTING OF FOUR SHEETS WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JIM ROBINSON OF SAN JOAQUIN VALLEY HOMES IN THE MONTH OF MAY 2021 I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

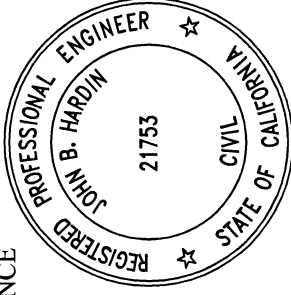
DATED THIS 17th DAY OF May, 2022.
John A. Zummalt
JOHN A. ZUMWALT R.C.E. 21489



ACTING CITY SURVEYOR

I, JOHN B. HARDIN, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT, AND IN ACCORDANCE WITH SECTIONS 66425 THROUGH 66450, INCLUSIVE, OF THE GOVERNMENT CODE.

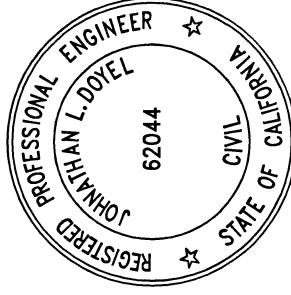
DATED THIS 3RD DAY OF June, 2022.
John B. Hardin
JOHN B. HARDIN R.C.E. 21753
ACTING FOR THE CITY OF HANFORD



CITY ENGINEER'S STATEMENT

I, JOHNATHAN L. DOVEL, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF ANY LOCAL ORDINANCES AND SECTIONS 66425 THROUGH 66450 OF THE GOVERNMENT CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED THIS 21st DAY OF June, 2022.
Johnathan L. Dovel
JOHNATHAN L. DOVEL, CITY ENGINEER R.C.E. 62044



CITY CLERK'S CERTIFICATE

I HEREBY STATE THAT AT A REGULAR MEETING OF THE HANFORD CITY COUNCIL HELD ON THE 17th DAY OF June, 2022, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE GENERAL PUBLIC, THE STREETS, EASEMENTS, AND LOT A AS INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

DATED THIS 17th DAY OF June, 2022.
Natalie Corral
NATALIE CORRAL, CITY CLERK

PLANNING COMMISSION CERTIFICATE

APPROVED BY THE HANFORD PLANNING COMMISSION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW IN DULY AUTHORIZED MEETING HELD Sept. 1, 2020, per Council Resolution 20-23-R
DATED THIS 21st DAY OF June, 2022.

Mary Beam
MARY BEAM, INTERIM COMMUNITY DEVELOPMENT DIRECTOR

RECORDER'S CERTIFICATE

FEE BOOK NO. 2211929 FEE PAID \$93.00
RECORDED AT THE REQUEST OF ZUMWALT-HANSEN & ASSOCIATES, INC. ON THIS 22nd DAY OF June, 2022, AT 10 MINUTES PAST 3 O'CLOCK IN VOLUME 27 OF LICENSED SURVEYORS' PLATS, AT PAGE 01, KINGS COUNTY RECORDS.

KRISTINE LEE, KINGS COUNTY RECORDER
BY: *Kristine Lee*
DEPUTY

TAX COLLECTOR'S STATEMENT

THIS IS TO CERTIFY THAT THE PROVISIONS OF ARTICLE 8 OF CHAPTER 4 OF THE GOVERNMENT CODE HAVE BEEN COMPLIED WITH REGARDING DEPOSITS.

DATE: 4/21/22
JAMES P. ERB, CPA, DIRECTOR OF FINANCE
BY: *Kristine Campbell*, Deputy



OWNER'S STATEMENT

WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY AND THAT WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN ON THIS MAP AND DO HEREBY DEDICATE IN FEE TO PUBLIC USE ALL OF THE STREETS. WE ALSO DEDICATE THOSE EASEMENTS SHOWN HEREON FOR PUBLIC UTILITIES, LANDSCAPE AND SIDEWALKS. WE FURTHER DEDICATE LOT A FOR LANDSCAPE PURPOSES AND THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "FUTURE STREETS", RESERVING TO OURSELVES FOR THE USE OF OURSELVES AND THE SUCCESSIVE OWNERS, ALL ORDINARY USES OF SAID LAND UNTIL SUCH TIME AS THE PROPER LEGISLATIVE BODY SHALL ACCEPT DEDICATION OF, OR ACQUIRE ADDITIONAL RIGHT OF WAY, TO CONSTITUTE THE PERMANENT WIDTH AND/OR EXTENSIONS OF THOSE STREETS HAVING A PARTIAL WIDTH AND/OR DEAD-ENDING, AS SHOWN HEREON.

PRESIDIO JIR/BELLA VISTA II 150, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Joseph A. Leal
JIR MANAGEMENT SERVICES, INC. A CALIFORNIA CORPORATION, ITS OPERATING MANAGER
JOSEPH A. LEAL, PRESIDENT

PRESIDIO JIR BONTERRA II 160, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS FEE TITLE OWNERS

BY: Joseph A. Leal
JIR MANAGEMENT SERVICES, INC. A CALIFORNIA CORPORATION, ITS OPERATING MANAGER
JOSEPH A. LEAL, PRESIDENT

FARMERS AND MERCHANTS BANK OF LONG BEACH, A CALIFORNIA CORPORATION, AS BENEFICIARY
UNDER DEED OF TRUST DATED JUNE 21, 2021 AND RECORDED JUNE 30, 2021 AS DOCUMENT NO. 2114772

BY: _____

NAME: _____

TITLE: _____

COUNTY TRACT NO. 928
UNIT III
CITY OF HANFORD, COUNTY OF KINGS
STATE OF CALIFORNIA

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 Tulare
ON MAY 12, 2022 BEFORE ME, AMANDA RAMOS
NOTARY PUBLIC, PERSONALLY APPEARED JOSEPH A. LEAL
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/HEY 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 Amanda Ramos
(PRINT NAME) AMANDA RAMOS
MY COMMISSION NO. 2391938 MY COMMISSION EXPIRES 04/10/2024
PRINCIPAL OFFICE IN COUNTY OF Tulare

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COUNTY OF Tulare
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STATE OF CALIFORNIA
COUNTY OF _____
ON _____ BEFORE ME, _____
NOTARY PUBLIC, PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY 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 _____
(PRINT NAME) _____
MY COMMISSION NO. _____ MY COMMISSION EXPIRES _____
PRINCIPAL OFFICE IN COUNTY OF _____

ZUMWALT
HANSEN
A Company

SHEET TWO OF SIX SHEETS

FILE NO. 0606354

PH. (559) 582-1056

HANFORD, CA. 93230

609 N. IRWIN ST.

COUNTY TRACT No. 928
UNIT III
CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

LEGAL DESCRIPTION
PARCEL A OF THAT CERTAIN PARCEL MAP RECORDED DECEMBER 9, 2021, IN THE CITY OF HANFORD,
COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN
BOOK 21, PAGE 35 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.
CONSISTING OF 24.743 ACRES MORE OR LESS

BASIS OF BEARINGS
THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, T. 18 S., R. 21 E., MDB.B. & M.,
BEARS S 89° 50' 39" W PER L.S.P. 21-53, K.C.R.

SURVEYOR'S NOTE
ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:
THE REAR CORNERS OF LOTS 100-106 ADJACENT TO SANGIOVESE ST. ARE MONUMENTED AS
WITNESS CORNERS WITH 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED RCE 21489,
SET 6" DEEP ON THE SIDE LOT LINE A DISTANCE OF 9.00 FEET (PERPENDICULAR) FROM THE REAR
CORNER. THE REAR LOT CORNERS OF LOTS 169-174 ADJACENT TO FARGO AVE. ARE OF THE SAME
CHARACTER BUT 14.00 FEET (PERPENDICULAR) FROM THE REAR CORNER. THE REAR LOTS
CORNERS OF LOTS 151-155 AND 176-187 ARE OF THE SAME CHARACTER BUT 4.00 FEET
(PERPENDICULAR) FROM THE REAR CORNER.

SPECIAL MONUMENT NOTE:
ALL FRONT CORNERS ADJACENT TO STREETS ARE MONUMENTED AS WITNESS CORNERS. SET ON
THE P.U.E. LINE AND ARE MARKED BY 1/2" REBAR, 30" LONG WITH RED PLASTIC TAG STAMPED
"CONT. PT., R.C.E. 21489", AND SET 6"± DEEP, EXCEPT AS SHOWN OTHERWISE.

LEGEND

- FOUND AND ACCEPTED MONUMENT AS NOTED
 - FD. 2" GALV. IP. WITH BRASS CAP STAMPED R.C.E. 21489 IN A MONUMENT WELL, FLUSH IN PAVEMENT
 - SET STEEL SPIKE WITH BRASS TAG, R.C.E. 21489, FLUSH IN PAVEMENT
 - SET 2"X24" GALV. IP. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, MONUMENT WELL SET FLUSH IN PAVEMENT
 - LOT CORNERS ARE MARKED WITH 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, SET 6" DEEP, SEE SPECIAL MONUMENTATION NOTE
 - INDICATES 6' PUBLIC UTILITY EASEMENT, EXCEPT AS NOTED
 - NOW OFFERED FOR DEDICATION AS PUBLIC STREETS
 - RECORD DATA PER L.S.P. 21-53, K.C.R.
 - RECORD DATA PER P.M. 17-5, K.C.R.
 - RECORD DATA PER DEED BK. 1149, PG 495, O.R.
 - RECORD DATA PER P.M. 8-17, K.C.R. (OR CALCULATED THEREFROM)
 - RECORD DATA PER L.S.P. 26-19, K.C.R.
 - INDICATES STREET ADDRESSES
 - ACCESS DENIED TO SANGIOVESE ST. AND FARGO AVENUE
 - DISTINCTIVE BORDER
 - 2' PEDESTRIAN ACCESS EASEMENT
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF



SHEET THREE OF SIX SHEETS

FILE NO. 0606354

PH. (559) 582-1056

HANFORD, CA. 93230

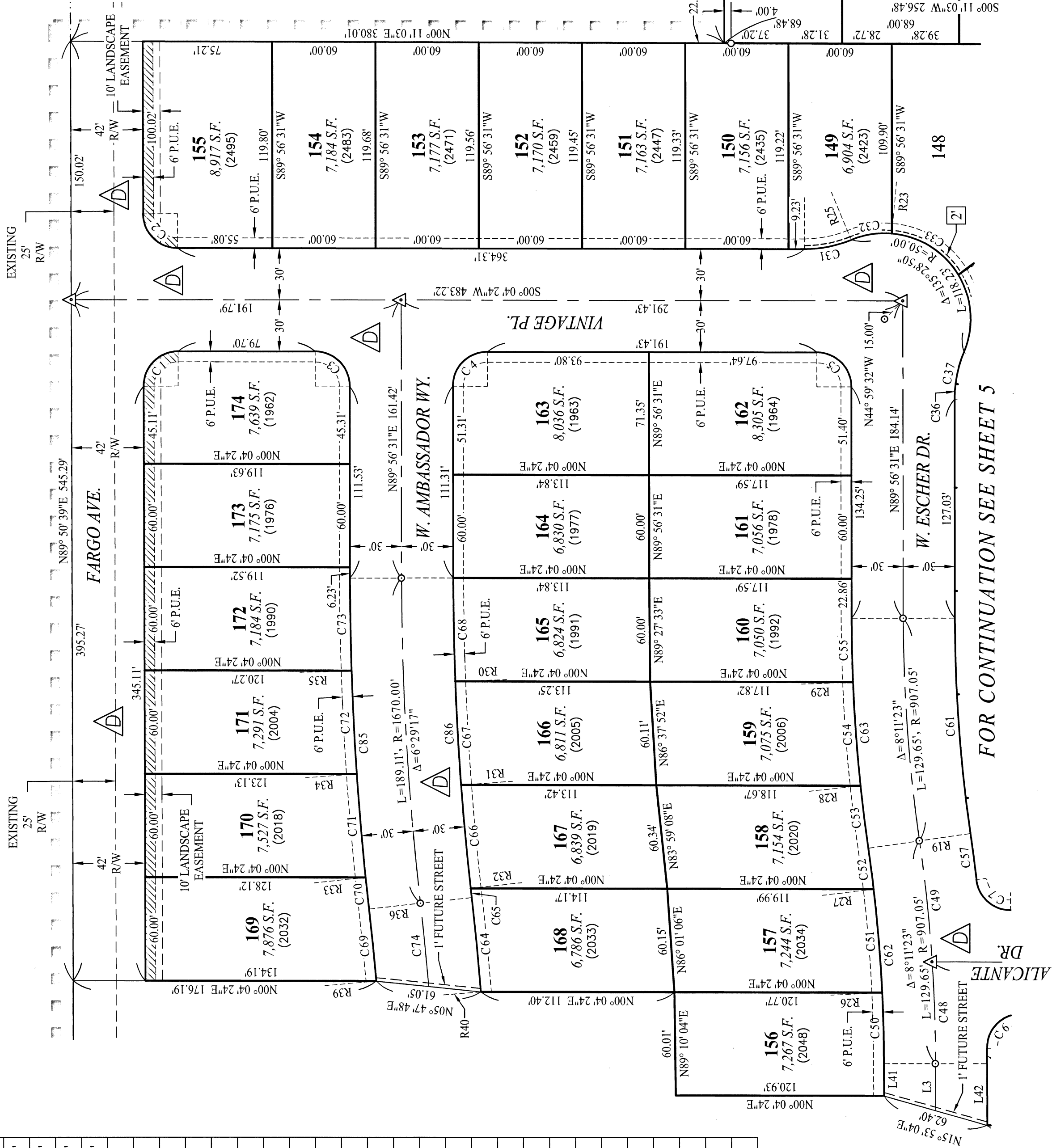
609 N. IRWIN ST.

ZUMWALT
HANSEN
A Company

Curve Table			
Curve #	Length	Radius	Delta
C1	31.50'	20.00'	90° 13' 45"
C2	31.34'	20.00'	89° 46' 15"
C3	31.37'	20.00'	89° 52' 07"
C4	31.46'	20.00'	90° 07' 53"
C5	31.37'	20.00'	89° 52' 07"
C6	31.65'	20.00'	90° 40' 23"
C7	29.09'	20.00'	83° 19' 31"
C31	27.86'	70.00'	22° 48' 21"
C32	24.14'	50.00'	27° 39' 40"
C33	47.25'	50.00'	54° 08' 37"
C37	27.86'	70.00'	22° 48' 21"
C48	59.21'	907.05'	3° 44' 24"
C49	70.44'	907.05'	4° 26' 59"
C50	41.25'	877.05'	2° 41' 41"
C51	60.22'	877.05'	3° 56' 03"
C52	23.89'	877.05'	1° 33' 38"
C53	36.61'	937.05'	2° 14' 18"
C54	60.18'	937.05'	3° 40' 46"
C55	37.15'	937.05'	2° 16' 18"
C57	26.92'	937.05'	1° 38' 46"
C61	125.36'	877.05'	8° 11' 23"
C62	125.36'	877.05'	8° 11' 23"
C63	133.94'	937.05'	8° 11' 23"
C64	54.98'	1640.00'	1° 55' 15"
C65	5.32'	1640.00'	0° 11' 09"
C66	60.27'	1640.00'	2° 06' 20"
C67	60.10'	1640.00'	2° 05' 59"
C68	60.02'	1640.00'	2° 05' 48"
C69	41.93'	1580.00'	1° 31' 14"
C70	18.40'	1700.00'	0° 37' 13"
C71	60.23'	1700.00'	2° 01' 48"
C72	60.08'	1700.00'	2° 01' 30"
C73	53.79'	1700.00'	1° 48' 46"
C74	48.46'	1610.00'	1° 43' 28"
C85	192.50'	1700.00'	6° 29' 17"
C86	185.71'	1640.00'	6° 29' 17"

Radial Line Table			
Line #	Bearing	Line #	Bearing
R19	S08° 14' 51"E	R28	N06° 00' 33"W
R23	N85° 04' 17"W	R29	S02° 19' 47"E
R25	N67° 16' 03"E	R30	N02° 09' 17"W
R26	S02° 45' 10"E	R31	N04° 15' 16"W
R27	N06° 41' 13"W	R32	S06° 21' 36"E
		R39	N05° 01' 32"W

LINE TABLE			
LINE #	LENGTH	DIRECTION	
L3	27.34'	N89° 56' 31"E	
L41	18.77'	N89° 56' 31"E	
L42	35.91'	N89° 56' 31"E	



SCALE: 1" = 50'
50 25 0

ZUMWALT
HANSEN
A Company

609 N. IRWIN ST.

HANFORD, CA. 93230

PH. (559) 582-1056

FILE NO. 0606354

SHEET FOUR OF SIX SHEETS

COUNTY TRACT No. 928
UNIT III
CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, T. 18 S., R. 21 E., M.D.B. & M., BEARS S 89° 50' 39" W PER L.S.P. 21-53, K.C.R.

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

THE REAR CORNERS OF LOTS 100-106 ADJACENT TO SANGIOVESE ST. ARE MONUMENTED AS WITNESS CORNERS WITH 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED RCE 21489, SET 6" DEEP ON THE SIDE LOT LINE A DISTANCE OF 9.00 FEET (PERPENDICULAR) FROM THE REAR CORNER. THE REAR LOT CORNERS OF LOTS 169-174 ADJACENT TO FARGO AVE. ARE OF THE SAME CHARACTER BUT 14.00 FEET (PERPENDICULAR) FROM THE REAR CORNER. THE REAR LOTS CORNERS OF LOTS 151-155 AND 176-187 ARE OF THE SAME CHARACTER BUT 4.00 FEET (PERPENDICULAR) FROM THE REAR CORNER.

SPECIAL MONUMENT NOTE:

ALL FRONT CORNERS ADJACENT TO STREETS ARE MONUMENTED AS WITNESS CORNERS, SET ON THE P.U.E. LINE AND ARE MARKED BY 1/2" REBAR, 30" LONG WITH RED PLASTIC TAG STAMPED "CONT. PT., R.C.E. 21489", AND SET 6"± DEEP, EXCEPT AS SHOWN OTHERWISE.

LEGEND

- FOUND AND ACCEPTED MONUMENT AS NOTED
 - FD. 2" GALV. 1.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN A MONUMENT WELL, FLUSH IN PAVEMENT
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 - △ SET 2"x24" GALV. 1.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, MONUMENT WELL SET FLUSH IN PAVEMENT
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 - 2' PEDESTRIAN ACCESS EASEMENT
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

FOR CONTINUATION
SEE SHEET 5

FOR CONTINUATION SEE SHEET 5

Curve Table							
Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C6	31.65'	20.00'	90° 40' 23"	C45	20.83'	235.00'	5° 04' 39"
C7	29.09'	20.00'	83° 19' 31"	C47	70.97'	235.00'	17° 18' 14"
C8	31.37'	20.00'	89° 52' 07"	C48	59.21'	907.05'	3° 44' 24"
C9	31.46'	20.00'	90° 07' 53"	C49	70.44'	907.05'	4° 26' 59"
C11	31.33'	20.00'	89° 45' 28"	C56	8.86'	937.05'	0° 32' 30"
C26	12.69'	70.00'	10° 23' 26"	C57	26.92'	937.05'	1° 38' 46"
C27	46.18'	70.00'	37° 47' 57"	C58	20.82'	877.05'	1° 21' 36"
C28	33.03'	50.00'	37° 50' 44"	C59	60.24'	877.05'	3° 56' 07"
C29	87.41'	50.00'	100° 09' 36"	C60	44.30'	877.05'	2° 53' 39"
C30	78.70'	50.00'	90° 11' 03"	C61	125.36'	877.05'	8° 11' 23"
C32	24.14'	50.00'	27° 39' 40"	C62	125.36'	877.05'	8° 11' 23"
C33	47.25'	50.00'	54° 08' 37"	C63	133.94'	937.05'	8° 11' 23"
C34	46.84'	50.00'	53° 40' 33"	C77	45.30'	214.67'	12° 05' 26"
C35	19.16'	70.00'	15° 40' 44"	C78	21.50'	214.68'	5° 44' 17"
C36	8.71'	70.00'	7° 07' 37"	C79	48.54'	274.68'	10° 07' 28"
C37	27.86'	70.00'	22° 48' 21"	C80	36.93'	274.68'	7° 42' 14"
C39	15.20'	265.00'	3° 17' 09"	C82	65.50'	274.68'	13° 39' 47"
C40	49.24'	205.00'	13° 45' 47"	C83	19.97'	274.68'	4° 09' 55"
C41	12.67'	205.00'	3° 32' 27"	C84	20.04'	244.68'	4° 41' 36"
C43	61.91'	205.00'	17° 18' 14"				
C44	50.15'	235.00'	12° 13' 35"				

Radial Line Table	
Line #	Bearing
R9	S72° 52' 49"W
R10	N76° 09' 58"E
R11	N86° 38' 37"E
R12	S41° 59' 40"W
R13	S79° 50' 24"W
R14	S04° 12' 52"E
R15	S07° 45' 43"E
R16	N17° 53' 11"W
R17	N12° 08' 54"W
R18	S00° 35' 59"E
R19	S08° 14' 51"E
R20	S06° 53' 15"E
R21	N02° 57' 08"W
R22	S22° 44' 53"W
R23	N85° 04' 17"W
R24	S06° 36' 05"E
R37	S30° 55' 40"E
R43	S00° 03' 29"E
R44	N07° 04' 09"E
R45	N79° 47' 37"E

COUNTY TRACT No. 928

UNIT III

CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

LEGEND

- FOUND AND ACCEPTED MONUMENT AS NOTED
- FD. 2" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN A MONUMENT WELL, FLUSH IN PAVEMENT
- SET STEEL SPIKE WITH BRASS TAG, R.C.E. 21489, FLUSH IN PAVEMENT
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- 2" PEDESTRIAN ACCESS EASEMENT
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, T. 18 S., R. 21 E., M.D.B. & M., BEARS S 89° 50' 39" W PER L.S.P. 21-53, K.C.R.

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

THE REAR CORNERS OF LOTS 100-106 ADJACENT TO SANGIOVESE ST. ARE MONUMENTED AS WITNESS CORNERS WITH 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED RCE 21489, SET 6" DEEP ON THE SIDE LOT LINE A DISTANCE OF 9.00 FEET (PERPENDICULAR) FROM THE REAR CORNER. THE REAR LOT CORNERS OF LOTS 169-174 ADJACENT TO FARGO AVE. ARE OF THE SAME CHARACTER BUT 14.00 FEET (PERPENDICULAR) FROM THE REAR CORNER. THE REAR LOTS CORNERS OF LOTS 151-155 AND 176-187 ARE OF THE SAME CHARACTER BUT 4.00 FEET (PERPENDICULAR) FROM THE REAR CORNER.

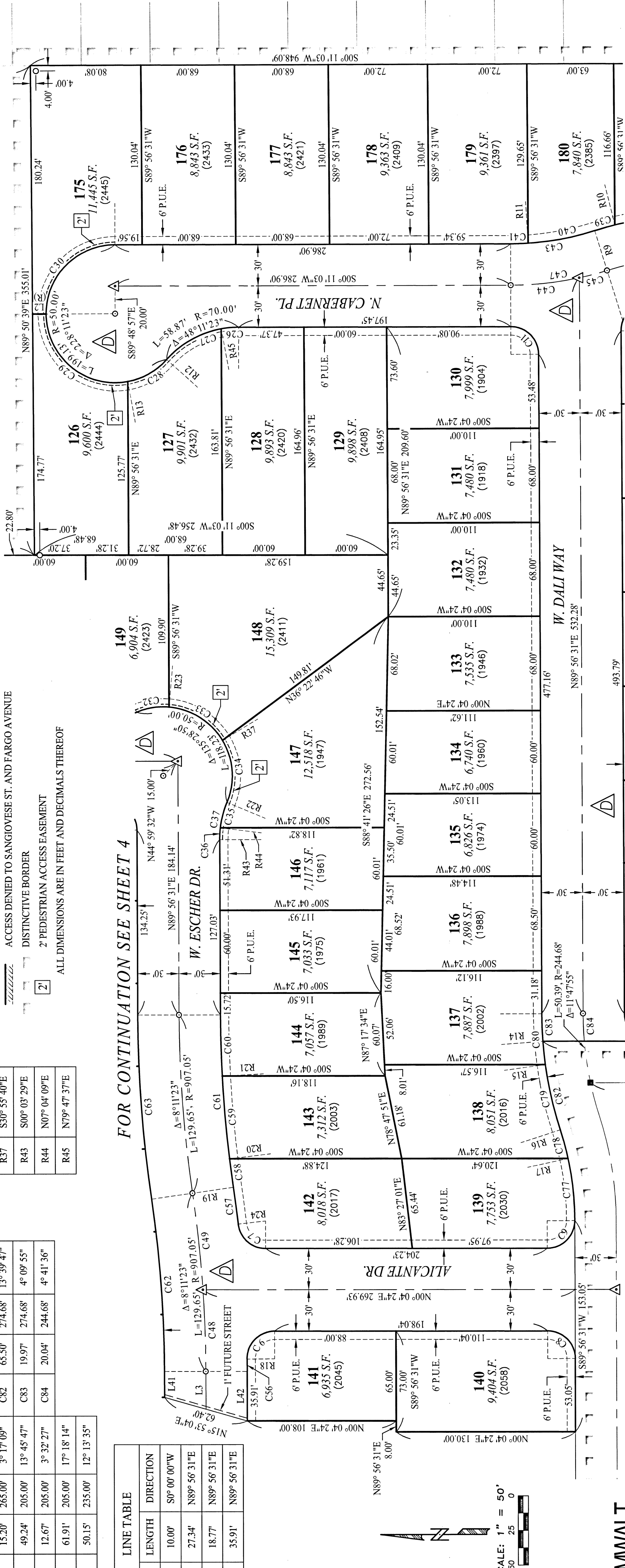
SPECIAL MONUMENT NOTE:

ALL FRONT CORNERS ADJACENT TO STREETS ARE MONUMENTED AS WITNESS CORNERS, SET ON THE P.U.E. LINE AND ARE MARKED BY 1/2" REBAR, 30" LONG WITH RED PLASTIC TAG STAMPED "CONT. PT., R.C.E. 21489", AND SET 6" DEEP, EXCEPT AS SHOWN OTHERWISE.

- SET 1/2" REBAR, 30" LONG WITH RED PLASTIC TAG STAMPED "CONT. PT., R.C.E. 21489", AND SET 6" DEEP

LINE TABLE	
LINE #	DIRECTION
L2	S0° 00' 00"W
L3	N89° 56' 31"E
L41	N89° 56' 31"E
L42	N89° 56' 31"E

FOR CONTINUATION SEE SHEET 4



ZUMWALT
HANSEN
A Company

609 N. IRWIN ST.

HANFORD, CA. 93230

PH. (559) 582-1056

FILE NO. 0606354

SHEET FIVE OF SIX SHEETS

FOR CONTINUATION SEE SHEET 6

Curve Table					
Curve #	Length	Radius	Delta	Curve #	Delta
C10	31.37'	20.00'	89° 52' 07"	C17	31.46'
C12	27.16'	20.00'	77° 47' 51"	C18	3.86'
C13	31.37'	20.00'	89° 52' 07"	C19	27.71'
C14	31.46'	20.00'	90° 07' 53"	C20	55.99'
C15	31.37'	20.00'	89° 52' 07"	C21	83.71'
C16	31.46'	20.00'	90° 07' 53"	C22	37.99'

Curve #	Length	Radius	Delta	Curve #	Delta
C23	46.20'	70.00'	37° 48' 53"	C42	79.52'
C24	14.23'	70.00'	11° 38' 38"	C45	20.83'
C25	44.13'	205.00'	12° 20' 02"	C46	70.52'
C38	62.61'	265.00'	13° 32' 15"	C81	1.71'
C39	15.20'	265.00'	3° 17' 09"	C84	20.04'
C40	49.24'	205.00'	13° 45' 47"		

Line #	Bearing	Line #	Bearing
R3	N03° 06' 08"E	R9	S72° 52' 49"W
R4	N25° 47' 02"E	R10	N76° 09' 58"E
R5	N05° 51' 41"E	R38	S89° 55' 36"E
R6	N49° 24' 02"E	R46	N89° 42' 13"E
R7	S89° 55' 36"E	R47	S11° 35' 09"W
R8	S77° 44' 22"W		

Radial Line Table

COUNTY TRACT No. 928

UNIT III

CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, T. 18 S., R. 21 E., M.D.B. & M., BEARS S 89° 50' 39" W PER L.S.P. 21-53, K.C.R.

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

THE REAR CORNERS OF LOTS 100-106 ADJACENT TO SANGIOVESE ST. ARE MONUMENTED AS WITNESS CORNERS WITH 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED RCE 21489, SET 6" DEEP ON THE SIDE LOT LINE A DISTANCE OF 9.00 FEET (PERPENDICULAR) FROM THE REAR CORNER. THE REAR LOT CORNERS OF LOTS 169-174 ADJACENT TO FARGO AVE. ARE OF THE SAME CHARACTER BUT 14.00 FEET (PERPENDICULAR) FROM THE REAR CORNER. THE REAR LOTS CORNERS OF LOTS 151-155 AND 176-187 ARE OF THE SAME CHARACTER BUT 4.00 FEET (PERPENDICULAR) FROM THE REAR CORNER.

SPECIAL MONUMENT NOTE:

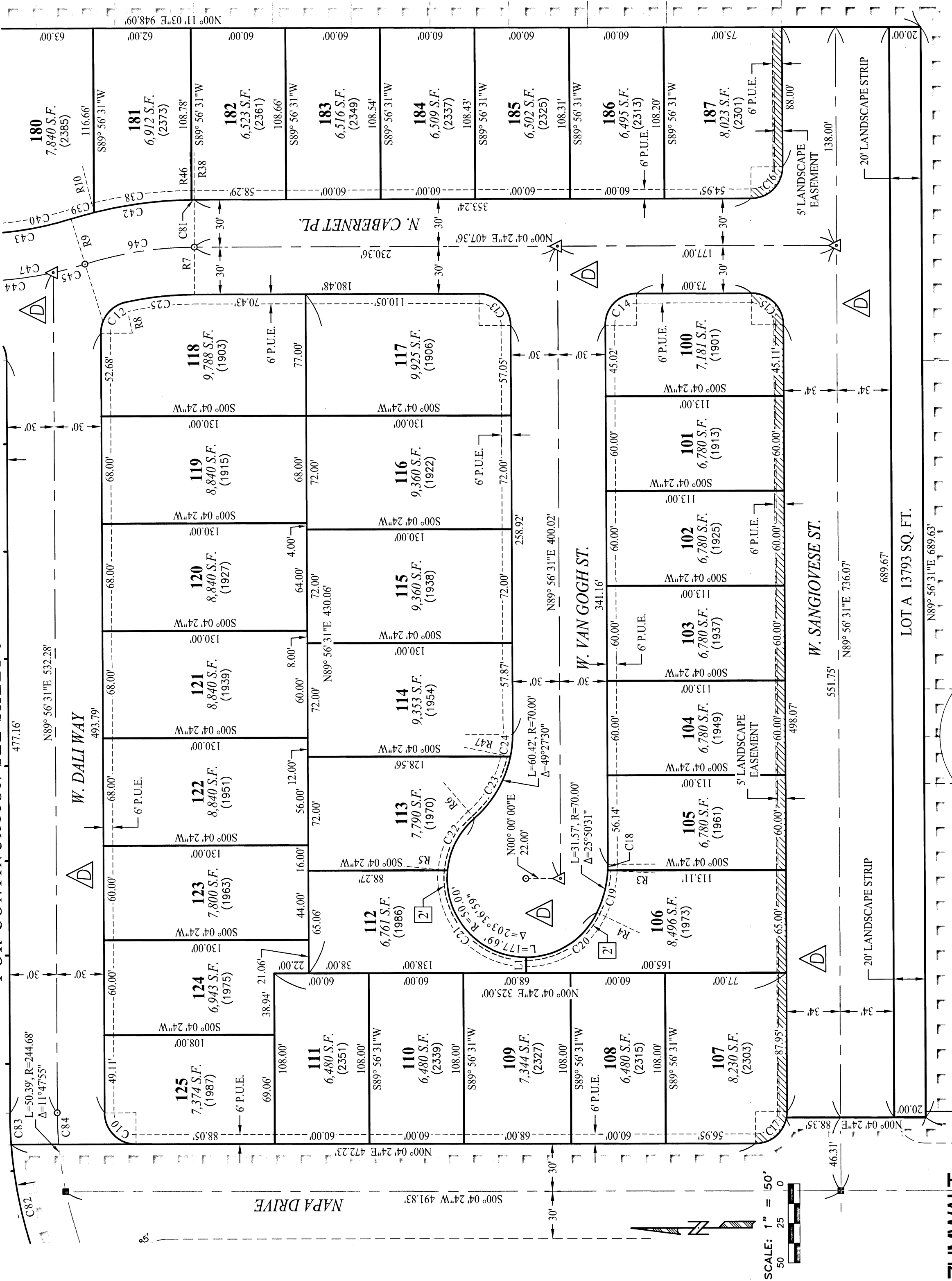
ALL FRONT CORNERS ADJACENT TO STREETS ARE MONUMENTED AS WITNESS CORNERS, SET ON THE P.U.E. LINE AND ARE MARKED BY 1/2" REBAR, 30" LONG WITH RED PLASTIC TAG STAMPED "CONT. PT., R.C.E. 21489", AND SET 6"± DEEP, EXCEPT AS SHOWN OTHERWISE.

LEGEND

- FOUND AND ACCEPTED MONUMENT AS NOTED
 - FD. 2" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN A MONUMENT WELL, FLUSH IN PAVEMENT
 - SET STEEL SPIKE WITH BRASS TAG, R.C.E. 21489, FLUSH IN PAVEMENT
 - SET 2"x24" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, MONUMENT WELL SET FLUSH IN PAVEMENT
 - LOT CORNERS ARE MARKED WITH 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, SET 6" DEEP, SEE SPECIAL MONUMENTATION NOTE
 - INDICATES 6' PUBLIC UTILITY EASEMENT, EXCEPT AS NOTED
 - NOW OFFERED FOR DEDICATION AS PUBLIC STREETS
 - RECORD DATA PER L.S.P. 21-53, K.C.R.
 - RECORD DATA PER P.M. 17-5, K.C.R.
 - RECORD DATA PER DEED BK. 1149, PG. 495, O.R.
 - RECORD DATA PER P.M. 8-17, K.C.R. (OR CALCULATED THEREFROM)
 - RECORD DATA PER L.S.P. 26-19, K.C.R.
 - INDICATES STREET ADDRESSES
 - ACCESS DENIED TO SANGIOVESE ST. AND FARGO AVENUE
 - DISTINCTIVE BORDER
 - 2' PEDESTRIAN ACCESS EASEMENT
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	10.02'	N89° 56' 31"E

FOR CONTINUATION SEE SHEET 5



ZUMWALT
HANSEN
A Company

609 N. IRWIN ST.

HANFORD, CA. 93230

PH. (559) 582-1056

FILE NO. 0606354

SHEET SIX OF SIX SHEETS



AGENDA STAFF REPORT

MEETING DATE: 12/19/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Review and Approval of the Annual Report for Development Impact Fees pertaining to City of Hanford Impact Fees for Parks, Circulation, Fire Protection, Police Protection, Storm Water System, Water System, Wastewater System, and Refuse/Recycling for fiscal year ending June 30, 2023.

RECOMMENDATION:

Recommendation:

That the City Council Review and Approve the Annual Report for Development Impact Fees pertaining to City of Hanford Impact Fees for Parks, Circulation, Fire Protection, Police Protection, Storm Water System, Water System, Wastewater System, and Refuse/Recycling for fiscal year ending June 30, 2023.

Recommended Motion:

I move that the City Council Approve the Annual Report for Development Impact Fees pertaining to City of Hanford Impact Fees for Parks, Circulation, Fire Protection, Police Protection, Storm Water System, Water System, Wastewater System, and Refuse/Recycling for fiscal year ending June 30, 2023.

BACKGROUND:

California Government Code Section 66006 requires the city to annually review at a regular scheduled public meeting the types of fees, amounts of fees, the beginning and ending balances, interest, other income, annual expenditures and other matters concerning the above subject funds. All impact fees are included in this annual review. Additionally, a public notice of the availability of the information and the time and place of the public meeting was issued in accordance.

California Government Code Section 66001(d) requires the City to make certain findings for the fifth fiscal year following the first deposit into each of the impact fee funds and every five years thereafter. For the fiscal year 2023, findings are included for Fire Protection Impact Fee, Police Protection Impact Fee, Storm Water System Impact Fee, Water System Impact Fee, and Wastewater System Impact Fee.

The attached Development Impact Fee Annual Report for The Fiscal Year Ended June 30, 2023 summarizes the activity of these Impact Fee funds.

FISCAL IMPACT:

This report does not impact the fiscal year budget.

ATTACHMENTS:

1. DEVELOPMENT IMPACT FEE REPORT 2022-23



CITY OF HANFORD

DEVELOPMENT IMPACT FEE REPORT

FY2022/2023

5-YEAR FINDINGS SCHEDULE

GC 66001(d)

		2023	2026	2028	2031	2033	2036
0180	Park Impact Fee		◆		◆		◆
0181	Circulation Impact Fee		◆		◆		◆
	181-001 198/12th Ave Intersection		◆		◆		◆
	181-002 12th Avenue		◆		◆		◆
	181-003 13th Avenue		◆		◆		◆
	181-004 43/198 - Costco Center		◆		◆		◆
0182	Fire Protection Impact Fee	◆		◆		◆	
0183	Police Protection Impact Fee	◆		◆		◆	
0184	Storm Water System Impact Fee	◆		◆		◆	
0185	Water System Impact Fee	◆		◆		◆	
0186	Wastewater System Impact Fee	◆		◆		◆	
0187	Refuse/Recycling Impact Fee		◆		◆		◆

CITY OF HANFORD

Impact Fee Fund Summary

GC 66006

FY 2022-2023

Fund	Beginning Fund Balance	Impact Fees Collected	Interest Earned	Other Misc. Revenue, Credits, and Refunds	Total Revenue for Fiscal Year	Total Expenditures for Fiscal Year	Ending Fund Balance
Park	5,149,342	879,418	94,698	0	974,117	(382,599)	5,740,859
Circulation	5,886,402	1,701,110	112,077	28	1,813,215	(853,383)	6,846,234
Fire Protection	535,666	189,749	11,855	13,841	215,444	(7,277)	743,833
Police Protection	110,609	114,698	493	25,684	140,874	(422,586)	(171,103)
Storm Water	620,359	107,107	10,028	19,349	136,484	(228,050)	528,793
Water System	3,464,865	897,079	65,072	106	962,256	(1,961,217)	2,465,905
Wastewater System	2,782,028	769,297	57,707	0	827,004	(67,224)	3,541,807
Refuse/Recycle	146,379	161,949	2,609	0	164,558	(151,767)	159,170
	18,695,650	4,820,405	354,538	59,008	5,233,951	(4,074,104)	19,855,497

CITY OF HANFORD
Public Improvement Summary
GC 66006
FY 2022-2023

CIP #	Parks	Expense	% of Total Cost of Improv. Funded from Impact Fees	Approx. date to commence (construction), if funds available to complete project
821653	LACEY PARK BASKETBALL COURTS	44,026	23%	2021-22
823609	PARK DEV OVERSIZING REQUIREMNT	321,685	100%	ONGOING
	Sub-Total	365,710		
	Circulation			
823619	EAST LACEY WIDENING 10TH TO SIERRA	32,396	34%	2018-19
820644	TRAF SIGNAL/12TH AV TO HUME	80,408	11%	2020-21
823616	UNSCH ARTERIAL UPGR/TRAF SIGNL	699,823	100%	ONGOING
	Sub-Total	812,628		
	Fire Protection*			
	Sub-Total	-		
	Police Protection*			
822639	POLICE DEPT PARKING LOT EXPANSION	422,554	100%	2021-22
	Sub-Total	422,554		
	Storm Water*			
820648	PUMP INSTALL/MUSSEL SLOU-LAURA	147,060	53%	2021-22
823622	STORM DRAIN SYS OVERSIZING REQ	80,570	100%	ONGOING
	Sub-Total	227,630		
	Water System*			
823634	WATER MAIN OVERSIZING REQUIRE	147,132	100%	ONGOING
821638 822633 823637	NEW WATER SUPPLY WELL	1,811,450	70%	2021-22
	Sub-Total	1,958,583		
	Wastewater System*			
823625	SEWER MAIN OVERSIZING REQUIRE	41,367	100%	ONGOING
	Sub-Total	41,367		
	Refuse/Recycling			
823007	COMMERCIAL/RECYCLE DUMPSTERS	67,738	14%	ONGOING
823008	AUTOMATED REFUSE CONTAINERS	36,653	19%	2021-22
	Sub-Total	104,390		
	Grand Total	3,932,862		

GC 66001(d)

Future Projects for Fire Protection FY23-26

Fire Station 5 Land Acquisition

Total Cost of Project
Funded from Impact Fees
232,800 100%

Approx Date
Funds Available
2023-24

Future Projects for Police Protection FY23-26

None

- 0%

-

Future Projects for Storm Water System FY23-26

Centennial Drive Storm Drainage Improvements South of Berkshire Lane
Courthouse Parking Lot Reconstruction
Irwin Street from 7th Street to alley
Houston Ave Pipeline/Sand Slough
Storm Drain Sys Oversizing Req

24,000 26%
113,000 27%
105,000 23%
55,690 33%
250,000 100%

2025-26
2024-25
2025-26
2023-24
Ongoing

Future Projects for Water System FY23-26

Industrial Park Water Storage
Water Distrib Main Ext Program
New Water Supply Well
Water Main Oversizing Require

945,040 20%
830,000 63%
3,313,980 55%
250,000 100%

2024-25
2024-25
2023-24/Partial
Ongoing

Future Projects for Wastewater System FY23-26

Sewer Main Oversizing Req

92,180 100%

Ongoing

*Findings included in this report

CITY OF HANFORD

Description and Fee Amount
GC 66001(d) and 66006
FY 2022-2023

PARK IMPACT FEES		
Resolution: 22-34-R	Effective Date:	8/2/2022
CATEGORY		FEE
Low Density Residential (per unit)		\$2,899.77
Medium Density Residential (per unit)		\$2,596.95
High Density Residential (per unit)		\$2,294.13
Development Fee for Single Family Residence		\$8,667.89
IMPACT FEE CREDITS		
Park Improvements	Acre	\$198,839.38
Land for Park	Acre	\$97,124.00

The Parks Impact Fee fund was established April 20, 2004 by the City Council Resolution 04-23-R. The purpose of the Parks Impact Fee is to acquire and/or develop public park and recreational facilities in order to reduce the impacts of overcrowding of existing park facilities caused by new development within the Hanford General Plan Area.

Basis: Estimated park development cost, total unimproved acres in City, estimated population and future dwelling units. Non-residential uses are not charged the parks impact fee.

CITY OF HANFORD

Description and Fee Amount

GC 66001(d) and 66006

FY 2022-2023

CIRCULATION IMPACT FEES		
Resolution: 22-34-R	Effective Date:	8/2/2022
CATEGORY	UNITS	FEE
Single-Family Residential	Dwelling Unit	\$4,117.12
Multi-Family Residential	Dwelling Unit	\$2,891.02
Senior Residential/ Assisted Living	Dwelling Unit	\$1,497.13
Hotel/Motel (per room)	Room	\$2,620.90
Retail (<100KSF) (unless specifically listed below)	1,000 sq. ft.	\$12,002.05
Retail (>100KSF)	1,000 sq. ft.	\$9,063.26
Convenience Store - without gas station	1,000 sq. ft.	\$108,637.53
Gas Station - with or without convenience store	Fueling Position	\$15,880.45
Motor vehicle sales, minor and major repair	1,000 sq. ft.	\$2,273.70
Restaurant - no drive-thru	1,000 sq. ft.	\$23,214.05
Restaurant with drive-thru - stand-alone	1,000 sq. ft.	\$106,098.14
Restaurant with drive-thru with in a shopping center	1,000 sq. ft.	\$28,524.09
General Office/ Bank	1,000 sq. ft.	\$5,108.29
Medical/Dental Office	1,000 sq. ft.	\$10,332.88
Government	1,000 sq. ft.	\$3,127.79
Industrial/Service Commercial	1,000 sq. ft.	\$2,056.03
Warehouse/Distribution < 100,000 sq. ft.	1,000 sq. ft.	\$1,695.90
Warehouse/Distribution > 100,000 sq. ft. or Mini Storage	1,000 sq. ft.	\$815.58
Religious Institution or Facility (unitless)		\$2,221.41
Other Uses Option	Per Trip	\$398.68
IMPACT FEE CREDITS		
<i>Circulation- Arterial and Major Arterial Street</i>		
Median Curb (both sides)	Lineal Foot	\$21.58
Median Concrete (16' wide)	Lineal Foot	\$172.66
Pavement (one side- 22' wide)	Lineal Foot	\$85.89
Right of Way in Exceeding 42' Wide Half Street	Square Foot	\$2.23
<i>Circulation- Collection Street</i>		
Pavement (one side- 18' wide)	Lineal Foot	\$61.25
<i>Circulation- Street Intersections</i>		
Traffic Signal	Each	\$431,661.00
Intersection Improvements (full)	Each	\$431,661.00

*Trip end rates for other than those listed above shall be determined using trip general statistics in the Institute of

*Trips for development within the MX-D, Mixed Use Downtown Zone District shall be reduced by 20% to reflect captured trip rates for multi-use district.

*Cost of improvement completed by developer on arterial and designated collectors will be credited in accordance with the

The Circulation Impact Fee Fund was established April 20, 2004 by the City Council Resolution 04-27-R. The purpose of the Circulation Impact Fee is to meet goals and objectives of the land use and circulation elements of the City's general plan and to mitigate the transportation, traffic, and air quality impacts caused by new development within the Hanford General Plan Area. Additionally, the fee supports public transportation improvements and construction of transportation system facilities.

Basis: Estimated total costs of new circulation infrastructure needed to support new growth, land uses, trip demand factor for each identified use, average daily trips, estimated total future residential units and non-residential square footage. Downtown uses have a 20% reduction in fees. Fees amount vary by the type of units used.

CITY OF HANFORD

Description and Fee Amount
GC 66001(d) and 66006
FY 2022-2023

FIRE PROTECTION IMPACT FEES		
Resolution: 22-34-R	Effective Date:	8/2/2022
CATEGORY		FEE
Low Density Residential (per unit)		\$578.19
Medium Density Residential (per unit)		\$325.02
High Density Residential (per unit)		\$163.30
Development Fee for Single Family Residence		\$8,667.89
Neighborhood Commercial (per square foot)		\$0.4851
Regional Commercial (per square foot)		\$0.4043
Service Commercial (per square foot)		\$0.6064
Highway Commercial (per square foot)		\$0.4851
Office Residential (per square foot)		\$0.2021
Office (per square foot)		\$0.2274
Neighborhood Mixed Used (per square foot)		\$0.4851
Corridor Mixed Used (per square foot)		\$0.4851
Downtown Mixed Used (per square foot)		\$0.0808
Light Industrial (per square foot)		\$0.1410
Heavy Industrial (per square foot)		\$0.1410
Open Space (per square foot)		\$0.0000
Public Facilities (per square foot)		\$0.0564
Educational Facilities (per square foot)		\$0.0000

The Fire Impact Fee Fund was established April 20, 2004 by the City Council Resolution 04-22-R. The purpose of the Fire Impact Fee is to finance the construction of Fire Facilities and purchase of fire fighting equipment in order to reduce the impacts on fire facilities and equipment caused by new development.

Basis: Estimated incidents per acre for residential, commercial and industrial land use designations.

CITY OF HANFORD

Description and Fee Amount
GC 66001(d) and 66006
FY 2022-2023

POLICE PROTECTION IMPACT FEES		
Resolution: 22-34-R	Effective Date:	8/2/2022
CATEGORY		FEE
Low Density Residential (per unit)		\$313.75
Medium Density Residential (per unit)		\$463.94
High Density Residential (per unit)		\$150.47
Development Fee for Single Family Residence		\$8,667.89
Neighborhood Commercial (per square foot)		\$0.6461
Regional Commercial (per square foot)		\$0.2838
Service Commercial (per square foot)		\$0.0929
Highway Commercial (per square foot)		\$0.2135
Office Residential (per square foot)		\$0.3806
Office (per square foot)		\$0.2291
Neighborhood Mixed Used (per square foot)		\$0.6167
Corridor Mixed Used (per square foot)		\$0.4189
Downtown Mixed Used (per square foot)		\$0.3614
Light Industrial (per square foot)		\$0.0133
Heavy Industrial (per square foot)		\$0.0050
Open Space (per square foot)		\$0.0000
Public Facilities (per square foot)		\$0.0815
Educational Facilities (per square foot)		\$0.0000

The Police Impact Fee Funds was established April 20, 2004 by the City Council Resolution 04-21-R. The purpose of the Police Impact Fee is to finance the construction of Police Facilities and purchase police equipment in order to reduce impacts on police facilities and equipment caused by new development.

Basis: Estimated incidents per acre to apply to land use designations.

CITY OF HANFORD

Description and Fee Amount

GC 66001(d) and 66006

FY 2022-2023

STORM WATER IMPACT FEES		
Resolution: 22-34-R	Effective Date:	8/2/2022
CATEGORY		FEE
Low Density Residential (per acre)		\$2,556.56
Medium Density Residential (per acre)		\$2,812.21
High Density Residential (per acre)		\$3,067.86
Development Fee for Single Family Residence		\$562.44
Neighborhood Commercial (per acre)		\$4,601.80
Regional Commercial (per acre)		\$4,601.80
Service Commercial (per acre)		\$4,601.80
Highway Commercial (per acre)		\$4,601.80
Office Residential (per acre)		\$3,067.86
Office (per acre)		\$4,601.80
Neighborhood Mixed Used (per acre)		\$4,601.80
Corridor Mixed Used (per acre)		\$4,601.80
Downtown Mixed Used (per acre)		\$3,679.64
Light Industrial (per acre)		\$4,090.48
Heavy Industrial (per acre)		\$4,090.48
Open Space (per acre)		\$0.00
Public Facilities (per acre)		\$3,579.17
Educational Facilities (per acre)		\$3,579.17
IMPACT FEE CREDITS		
12" Pipeline	Lineal Foot	\$104.00
21" Pipeline	Lineal Foot	\$236.92
24" Pipeline	Lineal Foot	\$279.73
30" Pipeline	Lineal Foot	\$343.95
36" Pipeline	Lineal Foot	\$408.18
42" Pipeline	Lineal Foot	\$472.40
48" Pipeline	Lineal Foot	\$558.03
60" Pipeline	Lineal Foot	\$643.66
96" Pipeline	Lineal Foot	\$1,094.65
Retention Basin (0 to 5 acre feet)	Acre Foot	\$35,655.28
Retention Basin (Over 5 to 10 acre feet)	Acre Foot	\$21,286.78
Retention Basin (Over 10 to 20 acre feet)	Acre Foot	\$12,113.31
Retention Basin (Over 20 acre feet)	Acre Foot	\$7,355.68

The Storm Water System Impact Fee Fund was established April 20, 2004 by the City Council Resolution 04-26-R. The purpose of the Storm Water System Impact Fee is to finance the construction and expansion of Storm Water collection, drainage and retention system facilities in order to reduce impacts on storm water facilities caused by new development. Additionally, these improvements will ensure the City will continue to provide an effective and efficient storm water drainage system for it's citizens.

Basis: Impervious surface percentage factor from the Storm Drainage Master Plan along with an adjustment for a 20% reduction in fees for downtown uses to provide an impact dollar amount for each land use designation.

CITY OF HANFORD

Description and Fee Amount
GC 66001(d) and 66006
FY 2022-2023

WATER SYSTEM IMPACT FEES		
Resolution: 22-34-R	Effective Date:	8/2/2022
CATEGORY		FEE
Low Density Residential (per unit)		\$2,626.68
Medium Density Residential (per unit)		\$1,468.36
High Density Residential (per unit)		\$889.01
Development Fee for Single Family Residence		\$8,667.89
Neighborhood Commercial (per square foot)		\$1.1196
Regional Commercial (per square foot)		\$0.9765
Service Commercial (per square foot)		\$1.3536
Highway Commercial (per square foot)		\$1.1196
Office Residential (per square foot)		\$1.2040
Office (per square foot)		\$0.7784
Neighborhood Mixed Used (per square foot)		\$1.3957
Corridor Mixed Used (per square foot)		\$1.2576
Downtown Mixed Used (per square foot)		\$0.2661
Light Industrial (per square foot)		\$1.5759
Heavy Industrial (per square foot)		\$1.6066
Open Space (per square foot)		\$0.0000
Public Facilities (per square foot)		\$1.3536
Educational Facilities (per square foot)		\$0.7101
IMPACT FEE CREDITS		
8" Pipeline	Lineal Foot	\$70.00
12" Pipeline	Lineal Foot	\$186.96
18" Pipeline	Lineal Foot	\$226.92
Groundwater Well (1,500 gpm)	Each	\$1,295,262.00
Pump Station (3 @ 3,100 gpm)	Each	\$4,319,846.00
Pump Station (4 @ 1,400 gpm)	Each	\$2,955,173.00
Storage Tank (1.5 MG)	Each	\$3,690,674.00
Land for Storage Tank or Well	Acre	\$43,166.00

The Water System Impact Fee Fund was established April 20, 2004 by the City Council Resolution 04-24-R. The purpose of the Water System Impact Fee is to finance the construction and expansion of Water Facilities in order to reduce the impacts on Water Facilities caused by new development. Additionally, the fee will continue to provide for efficient water service to the citizens of the City and an adequate supply of quality water.

Basis: Water demand coefficient from the Water Master Plan and an adjustment for fire flow to determine an estimated total gallons of water per day for each land use designation.

CITY OF HANFORD

Description and Fee Amount
GC 66001(d) and 66006
FY 2022-2023

WASTEWATER IMPACT FEES		
Resolution: 22-34-R	Effective Date:	8/2/2022
CATEGORY		FEE
Low Density Residential (per unit)		\$2,249.50
Medium Density Residential (per unit)		\$1,800.73
High Density Residential (per unit)		\$1,641.89
Development Fee for Single Family Residence		\$8,667.89
Neighborhood Commercial (per square foot)		\$0.7572
Regional Commercial (per square foot)		\$0.7789
Service Commercial (per square foot)		\$0.7690
Highway Commercial (per square foot)		\$0.7572
Office Residential (per square foot)		\$1.6268
Office (per square foot)		\$0.7617
Neighborhood Mixed Used (per square foot)		\$1.4789
Corridor Mixed Used (per square foot)		\$1.0648
Downtown Mixed Used (per square foot)		\$0.4647
Light Industrial (per square foot)		\$0.8726
Heavy Industrial (per square foot)		\$1.0057
Open Space (per square foot)		\$0.0000
Public Facilities (per square foot)		\$0.7690
Educational Facilities (per square foot)		\$0.4732
IMPACT FEE CREDITS		
8" Gravity Main	Lineal Foot	\$192.00
12" Gravity Main	Lineal Foot	\$325.40
15" Gravity Main	Lineal Foot	\$341.10
18" Gravity Main	Lineal Foot	\$368.22
21" Gravity Main	Lineal Foot	\$399.61
24" Gravity Main	Lineal Foot	\$415.31
27" Gravity Main	Lineal Foot	\$479.53
30" Gravity Main	Lineal Foot	\$563.74
36" Gravity Main	Lineal Foot	\$700.75
18" Force Main	Lineal Foot	\$328.48
Lift Station	GPM	\$1,492.25

The Wastewater System Impact Fee Fund was established April 20, 2004 by the City Council Resolution 04-25-R. The purpose of the Wastewater System Impact Fee is to finance the construction and expansion of Wastewater Facilities, relocation and expansion of wastewater holding ponds as well as the acquisition and development of effluent irrigation areas in order to reduce the impacts on Wastewater Facilities caused by new development.

Basis: Unit flow factor from the Wastewater Master Plan to determine an estimated total gallons per days of wastewater generated for each land use designation.

CITY OF HANFORD

Description and Fee Amount
GC 66001(d) and 66006
FY 2022-2023

REFUSE/RECYCLING IMPACT FEES		
Resolution: 22-34-R	Effective Date:	8/2/2022
CATEGORY		FEE
Development Fee for Single Family Residence		\$523.39
Residential Container/Equipment (per unit)		\$523.39
Commercial		
Per No. of 1 cubic yard dumpsters		\$917.28
Per No. of 2 cubic yard dumpsters		\$1,154.69
Per No. of 3 cubic yard dumpsters		\$1,230.23
Per No. of 6 cubic yard dumpsters		\$1,564.77

The Refuse and Recycling Development Impact Fee Fund was established November 1, 2005 by the City Council Resolution 05-63-R. The purpose of the Refuse/Recycling Impact Fee is to finance the acquisition of Refuse and Recycling Vehicles and Equipment in order to reduce the impacts on costs of additional Refuse and Recycling Vehicles and Equipment caused by new development. Additionally, the fee will continue to provide efficient and effective refuse and recycling services for the citizens of the City.

Basis: Estimated costs of solid waste trucks, containers and dumpsters, estimate of residential units, estimate of number of trucks needed for number of residences, cost of additional commercial containers based on use.

Council Future Agenda Items				
Originated Date	Item	Originator	Staff Lead	Date Estimate
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	1/16/2024
10/17/2023	Review and Discussion of the various elements and criteria of the Historic Overlay Zone and direction from Council on potential amendments.	Council Direction	Jason Waters	1/16/2024
11/7/2023	Council discussion regarding the creation of a CFD to fund the expansion of Hidden Valley Park and citywide park maintenance.	Council Direction	Various Staff	2/6/2024
12/5/2023	Presentation regarding the Operation and Programs for the Longfield Community Center.	Council Consensus	Brad Albert	1/16/2024