



City Council Meeting Agenda

April 1, 2025
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

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

4:00 PM CALL TO ORDER CLOSED SESSION AND 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.*

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (GC 54956.9)(d)(1))

Jason Stingley v. City of Hanford, City of Hanford Police Department, Parker Sever, Jeff Davis, Stephanie Huddleston
U.S. District Court – Eastern District of California – Case No.: 1:23-cv-00089

Patrick Jurdon v. City of Hanford; City of Hanford Police Department; Parker Sever, Gabriel Jimenez, James Lutz, Karl Anderson, James Edlund
U.S. District Court – Eastern District of California – Case No.: 1:23-cv-01695

B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (54956.9 (d)(2))

2 Cases.

STUDY SESSION:

- A. Recognition of Employees of the Year and Service Award Recipients
- B. Presentation of the preliminary Fiscal Year 2025/26 and 2026/27 Capital Improvement Plan (CIP) and Council direction to staff regarding project priorities and scheduling.
- C. Review of the Handbook of Rules and Procedures for the Hanford City Council and discussion of potential amendments

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

FLAG SALUTE:

CLOSED SESSION ACTION REPORT:

RECOGNITION:

- A. Badge Pinning Ceremony and Oath of Office for Officer Christopher Kaiou and Officer Juan Gonzalez

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. Waive reading in full of resolutions and ordinances and approval and adoption of same by reading the title only.
- B. City Attorney: Approval of the Settlement Agreement with Jason Stingley and Authorization for staff to take all necessary actions to carry out the terms of the settlement.
- C. City Attorney: Approval of the Settlement Agreement with Patrick Jurdon and Authorization for staff to take all necessary action to carry out the terms of the settlement.
- D. Human Resources: Amendment to the Executive Management Employees Association (EMEA) Compensation and Benefit Summary.
- E. Human Resources: Amendment to the General Employees Management Association (GEMA) Memorandum of Understanding.

- F. Human Resources: Amendment to the Service Employees International Union Local 521 Unit Memorandum of Understanding
- G. Human Resources: Amendment to the Hanford Professional Firefighters Local 3898, IAFF Professional Firefighters Unit Memorandum of Understanding
- H. Community Development: Approval of Historic Resources Permit No. 0018-25, a request to make exterior modifications to the Old Courthouse, 113 Court Street, by removal of an exterior window and portion of wall, in order to accommodate a required ADA-accessible lift and entry. The building is a contributing building within the Historic Overlay Zone District, located at 113 Court Street (APN 010-265-001).
- I. Community Development: Approval of the 2nd reading and Adoption of Ordinance No. 25-02, approving Prezone No. 0005-23, a request to prezone land proposed to be annexed as R-L-5 Low-Density Residential, in accordance with the General Plan designation for the territory, Low-Density Residential. The Project is located south of Hanford Armona Road, between 12th and 13th Avenues (APN 011-040-008, -010, and -027).
- J. Community Development: Authorization to enter into a contract with Environmental Systems Research Institute, Inc., (ESRI) for annual subscription fees for Geographical Information System (GIS) software for a three-year term for \$60,300 annually. Approve appropriation of \$60,300 in the General Fund for the current fiscal year.
- K. Utilities and Engineering: Approval of the City's acceptance of two Grants of Easements for right-of-way purposes and for slope purposes, for the Billingsley Ranch Development, Tract No. 937, located at the southwest corner of Hanford Armona Road and Aquifer Drive.

GENERAL BUSINESS:

- A. Administration: Council direction regarding funding appropriations for the Downtown Crow Abatement and consideration of Approval of a Professional Services Agreement with Hawk on Hand, in the amount of \$53,600 to continue to provide Falconer services in Downtown Hanford and areas outside the Business Improvement District for Calendar Year 2025 services.
- B. Public Works: Presentation regarding the City of Hanford's Refuse Division's current budget challenges and potential need for a prop 218 rate study.
- C. Utilities and Engineering: Authorize the City Manager to execute the purchase of the Wastewater Treatment Facility (WTTF) Solar Project's needed Electrical Switchgear from OneSource Distributors of Fresno, CA in the amount of \$130,528.85 and provide direction to Staff regarding expanding the WTTF's operating capacity to 12MGD (Million Gallons per Day).

ITEMS FOR FUTURE AGENDAS:

At this time, any Council Member may ask a question for clarification or may request a matter, which is not otherwise scheduled on a City Council agenda, to be placed on a future agenda. The Council Member referring the item shall provide sufficient information as to the nature of the item. The City Council, by concurrence of a majority, may direct the City Manager to put the item on a future agenda. (GOV. CODE SEC. 54954.2)

A. Council Future Agenda Items

B. Upcoming Events and Important Dates:

April 15: Regular City Council Meeting

April 23-25: League of Cal Cities Leaders Summit, Sacramento

May 6: Regular City Council Meeting

May 20: 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: 4/1/2025

AGENDA SECTION: STUDY SESSION

SUBJECT:

Recognition of Employees of the Year and Service Award Recipients

RECOMMENDATION:

Recommendation: That the City Council recognize the two employees of the year and the sixteen (16) City of Hanford employees that are celebrating 10 or more years of service this year.

Safety Employee of the Year: Police Officer Ernest Escalera Jr.
General Employee of the Year: IT Analyst, Manuel Azevedo

Employees will be presented with Certificates of Recognition and bios will be read for the 20-year and 25-year Service Award recipients that are in attendance:

Title	First Name	Last Name	Date of Hire	Years of Service
Fire Captain	Michael	Briones	12/5/1994	30
Senior Refuse Collector	Rick	Loya	7/12/1999	25
Police Captain	James	Lutz	8/9/1999	25
Police Officer	Lawrence	Diener	8/9/1999	25
Fire Captain	Dennis	Springer	7/12/2004	20
Fire Captain	Derek	Wiesser	7/19/2004	20
Building Official	Thomas	Webb	7/19/2004	20
WWTP Operator II	Eugene (Alex)	Elszy	11/22/2004	20
Utilities Supervisor	Mauel	Gallegos	11/22/2004	20

Certificates of Recognition will be presented to the 15-year and 10-year Service Award recipients in attendance: Manuel

Title	First Name	Last Name	Date of Hire	Years of Service
Police Officer	Joshia	Ragsdale	3/16/2009	15
Fire Captain	Scott	Mellon	7/27/2009	15
City Engineer	Lisa	Dock	12/14/2009	15
Police Officer	Jonathan	Rivera	1/6/2014	10
Fire Engineer	Andrew	Barksdale	3/3/2014	10
Fire Engineer	Christopher	Frediani	3/3/2014	10
Police Sergeant	Jarred	Cotta	12/8/2014	10

ATTACHMENTS:

None



AGENDA STAFF REPORT

MEETING DATE: 4/1/2025

AGENDA SECTION: STUDY SESSION

SUBJECT:

Presentation of the preliminary Fiscal Year 2025/26 and 2026/27 Capital Improvement Plan (CIP) and Council direction to staff regarding project priorities and scheduling.

RECOMMENDATION:

Recommendation: It is recommended that the City Council receive a presentation of the preliminary Fiscal Year 2025/26 and 2026/27 Capital Improvement Plan (CIP);

Provide feedback to staff regarding project priorities and scheduling.

Recommended Motion: No action is required; However, City Council feedback is requested.

BACKGROUND:

The Capital Improvement Plan (CIP) serves as a long-range planning tool that identifies and prioritizes major infrastructure and capital projects throughout the City of Hanford. Updated biennially, the CIP outlines planned investments in essential public assets such as streets, water and sewer systems, parks, public safety facilities, and other municipal infrastructure. The plan lays out projects for at least the next five years, of which the first two years are appropriated in the budget; future years are for planning purposes. In total, there are over \$460 million in capital projects identified; In the first budget year approximately \$36 million and the second year \$44 million. Prioritization and planning is integral for the delivery of projects that the CIP provides.

The Fiscal Year (FY) 2025/26 and 2026/27 CIP continues the City's commitment to maintaining and improving critical infrastructure while aligning with the City Council's strategic priorities, including public safety, sustainability, economic development, and quality of life for residents. This review provides an opportunity for the Council to evaluate proposed projects, assess funding sources and expenditure timelines, and offer guidance on project prioritization.

Finance and Engineering staff have compiled the proposed CIP in coordination with all City departments, ensuring that projects are appropriately scoped, scheduled, and financially planned. This review marks the initial step in the formal adoption process, which will culminate with the approval of the FY 2025/26 and 2026/27 Operating and Capital Budgets planned at the June 3, 2025, City Council meeting.

The budget adoption schedule for FY26 and FY27 is as follows:

April 1, 2025 - 1st Capital Improvement Plan review, (Enterprise Funds, related impact fee funds, internal service and reserve funds) (TODAY)
April 15, 2025 - 2nd Capital Improvement Plan review, (General Fund, Measure H, Transportation and remaining funds)
May 6, 2025 - Operating Budget review
May 20, 2025 - Overall budget final review/wrap up, Personnel Master
June 3, 2025 - Public Hearing for budget adoption, Budget Book presentation and Vacancy Rate Report (AB 2561)

FISCAL IMPACT:

In total, projects in the CIP draft have approximately \$460 million in overall needs currently identified. This does not mean all the projects are funded; this lays out a potential plan for delivery contingent on the availability of funding and other resources. The Fiscal Year 2025/26 and 2026/27 Capital Improvement Plan (CIP) is a planning document and does not, in itself, authorize expenditures. However, the projects identified in the CIP are anticipated to be funded through a combination of sources, including but not limited to:

- General Fund allocations
- Enterprise Funds (e.g., Water, Sewer, Solid Waste)
- Special Revenue Funds
- State and federal grants
- Development impact fees
- Other restricted funds

The total estimated cost of all proposed CIP projects over the two-year period will be refined as part of the upcoming budget development process. Final appropriation of funds for specific projects will occur with the adoption of the FY 2025/26 and 2026/27 Budget. Projects included in the CIP will be subject to available funding, and adjustments may be made based on Council direction and updated revenue projections.

ATTACHMENTS:

1. 4.1.25 cip draft for council

CITY OF HANFORD
Capital Improvement Program Fiscal Years 2026-2030

Funding Source	Project Number	Request Title	Project Total	Historical	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
0001 General Fund		Beginning Fund (estimated) balance available			\$0.00	-\$913,110.00	-\$1,610,450.00	-\$12,734,332.83	-\$26,107,957.83	-\$26,245,492.83	
		Capital requests			-\$2,096,084.00	-\$4,111,140.00	-\$15,123,882.83	-\$17,573,625.00	-\$137,535.00	-\$1,391,280.00	
		Grant funding			\$1,182,974.00	\$3,413,800.00	\$4,000,000.00	\$4,200,000.00	\$0.00	\$0.00	
		Ending Fund balance available			-\$913,110.00	-\$1,610,450.00	-\$12,734,332.83	-\$26,107,957.83	-\$26,245,492.83	-\$27,636,772.83	
0001 General Fund	NEW	REPLACE DOWNTOWN BANNER POLES-CONTINGENT ON GRANT FUNDING	\$1,391,280.00						\$0.00	\$1,391,280.00	\$1,391,280.00
	NEW	GENERATOR - CIVIC AUDITORIUM (PUBLIC SAFETY RADIOS)	\$20,000.00		\$20,000.00						\$20,000.00
	NEW	GENERATOR - PAL BUILDING DISASTER RECOVERY	\$20,000.00			\$20,000.00					\$20,000.00
	NEW	REGISTRATION SOFTWARE FOR PARKS AND REC DEPARTMENT	\$45,718.00				\$39,648.00	\$3,035.00	\$3,035.00		\$45,718.00
	822649	HEROES PARK **822649 - GF GRANT FUNDED	\$11,947,892.00	\$3,747,892.00			\$4,000,000.00	\$4,200,000.00			\$11,947,892.00
	NEW	EQUIPMENT FOR CONSTRUCTION INSPECTORS AND USA POSITION (MULTI-FUNDED)	\$3,000.00		\$3,000.00						\$3,000.00
	NEW	UTILITY TRUCK FOR USA POSITION (MULTI-FUNDED)	\$10,750.00		\$10,750.00						\$10,750.00
	NEW	PUBLIC WORKS BUILDING REMODEL (MULTI FUNDED)	\$48,000.00		\$5,500.00	\$42,500.00					\$48,000.00
	NEW	HARRIS BALL PARK / BROWN STREET PARKING LOT	\$425,000.00				\$425,000.00				\$425,000.00
	825607	INDOOR MULTI-GENERATIONAL FACILITY (MULTI-FUNDED) **825607	\$600,000.00				\$25,000.00	\$575,000.00			\$600,000.00
	NEW	PEREGRINE DATA SYSTEM	\$100,000.00				\$50,000.00	\$50,000.00			\$100,000.00
	NEW	PARKS DEPT. TRUCK/ RPL 65 (MULTI-FUNDED)	\$35,589.00				\$35,589.00				\$35,589.00
	NEW	PARKS DEPT. TRUCK/ RPL 68 (MULTI-FUNDED)	\$36,499.00				\$36,499.00				\$36,499.00
	NEW	PARKS DEPT. TRUCK/ RPL 64 (MULTI-FUNDED)	\$36,259.00				\$36,259.00				\$36,259.00
	NEW	BUILDING DEPT. TRUCK (EV)/ RPL 88 (MULTI-FUNDED)	\$40,526.00				\$40,526.00				\$40,526.00
	NEW	PLANNING DEPT. TRUCK (EV)/ RPL 221	\$58,366.00				\$58,366.00				\$58,366.00
	NEW	STREETS DEPT. TRUCK/ RPL 136 (MULTI-FUNDED)	\$31,959.00				\$31,959.00				\$31,959.00
	NEW	PARKS DEPT. TRUCK/ RPL 62 (MULTI-FUNDED)	\$36,499.00				\$36,499.00				\$36,499.00
	NEW	CITY HALL GENERATOR/ RPL 379, SUPPORTS EOC (MULTI-FUNDED)	\$200,000.00			\$200,000.00					\$200,000.00
	NEW	PD GENERATOR/ RPL 224 (MULTI-FUNDED)	\$155,323.00				\$155,323.00				\$155,323.00
	NEW	PARKS DEPT. TRUCK (EV) / RPL 107	\$58,366.00				\$58,366.00				\$58,366.00
	NEW	FIRE VEHICLE/ RPL 112 (MULTI-FUNDED)	\$3,865.00				\$3,865.00				\$3,865.00
	NEW	PD VEHICLE/ RPL 611	\$46,625.00				\$46,625.00				\$46,625.00
	NEW	PD VEHICLE/ RPL 11	\$36,835.00				\$36,835.00				\$36,835.00
	NEW	COMMUNITY DEVELOPMENT REMODEL (MULTI-FUNDED)	\$150,000.00		\$150,000.00						\$150,000.00
	823602	VETERANS BUILDING REHAB (MULTI-FUNDED)-CONTINGENT ON GRANT FUNDING **823602	\$709,530.00		\$58,530.00	\$651,000.00					\$709,530.00
	825603	COURTHOUSE PARKING LOT RECONSTRUCTION **825603	\$949,000.00					\$949,000.00			\$949,000.00
	NEW	REPLACE THE DRIVEWAY APPROACH AT THE GOLDEN ONE CREDIT UNION PUBLIC PARKING LOT	\$35,000.00				\$35,000.00				\$35,000.00
	NEW	12TH AVE AT HAYDEN AVE-CONTINGENT ON GRANT FUNDING (MULTI-FUNDED)	\$821,364.00		\$107,664.00	\$713,700.00					\$821,364.00
	NEW	GRANGEVILLE BLVD AT 9TH AVE ROUNDABOUT-CONTINGENT ON GRANT FUNDING (MULTI-FUNDED)	\$5,181,880.00		\$340,780.00	\$386,100.00	\$4,455,000.00				\$5,181,880.00
	NEW	FAST TRACK HANFORD: HIGH SPEED RAIL CONNECTIVITY AND HISTORIC DOWNTOWN IMPROVEMENT PROJECT	\$15,523,000.00			\$500,000.00	\$3,533,250.00	\$11,489,750.00			\$15,523,000.00
	NEW	GRADE SEPARATION DESIGN-CONTINGENT ON GRANT FUNDING (MULTI-FUNDED)	\$1,656,000.00		\$676,000.00	\$980,000.00					\$1,656,000.00
	NEW	ITS PLAN-CONTINGENT ON GRANT FUNDING	\$183,000.00			\$183,000.00					\$183,000.00
	NEW	CARNEGIE BUILDING REHAB-CONTINGENT ON GRANT FUNDING (MULTI-FUNDED)	\$422,800.00				\$422,800.00				\$422,800.00
	NEW	AGRICULTURAL MITIGATION PROGRAM DEVELOPMENT	\$200,000.00		\$200,000.00						\$200,000.00
	NEW	SEPARATE ELECTRIC SERVICE FROM COURTHOUSE TO BASTILLE (DUE TO SALE)	\$80,000.00		\$80,000.00						\$80,000.00
	NEW	REPLACE DRIVEWAY APPROACH AT CITY PARKING LOT #4	\$49,500.00				\$49,500.00				\$49,500.00
	NEW	REPLACE DRIVEWAY APPROACH AT CITY HALL PARKING LOT	\$57,680.00				\$57,680.00				\$57,680.00
	824605	CITY REFUSE ENCLOSURES REBUILD (13) LOCATIONS (MULTI-FUNDED) **824605	\$684,793.83				\$684,793.83				\$684,793.83
	NEW	PUBLIC WORKS ENCLOSED WAREHOUSE (MULTI-FUNDED)	\$250,000.00				\$250,000.00				\$250,000.00
	NEW	EXPLOSIVE BREACHING KIT	\$16,000.00				\$16,000.00				\$16,000.00
	NEW	ROMEO X SIGHTS	\$29,560.00		\$29,560.00						\$29,560.00
	NEW	SNIPER NIGHT VISION	\$18,800.00		\$18,800.00						\$18,800.00
	NEW	DRONE PROGRAM EXPANSION	\$69,000.00			\$19,000.00	\$50,000.00				\$69,000.00
	NEW	EVIDENCE 3D SCANNING MACHINE	\$75,000.00		\$75,000.00						\$75,000.00
	NEW	IN CAR CAMERAS	\$241,680.00			\$120,840.00		\$120,840.00			\$241,680.00
	NEW	LESS LETHAL SHOTGUNS	\$16,000.00		\$16,000.00						\$16,000.00
	NEW	CRITICAL INCIDENT RESPONSE MONITORING SYSTEM	\$36,000.00				\$36,000.00				\$36,000.00
	NEW	AUTO EXTRICATION EQUIPMENT REPLACEMENT	\$270,000.00		\$90,000.00		\$90,000.00		\$90,000.00		\$270,000.00
	NEW	NEW FIRE ENGINE 42 EQUIPMENT PURCHASE	\$170,000.00		\$170,000.00						\$170,000.00
	NEW	NEW FIRE ENGINE 41 EQUIPMENT PURCHASE	\$170,000.00			\$170,000.00					\$170,000.00
	NEW	FLOCK CAMERAS (12)	\$79,000.00				\$43,000.00	\$36,000.00			\$79,000.00
	NEW	RIFLE REPLACEMENT	\$125,000.00			\$125,000.00					\$125,000.00
	NEW	REPLACE F-250 BATTALION CHIEF PICK UP WITH BUILD-UP/ RPL 168	\$90,000.00				\$90,000.00				\$90,000.00

CITY OF HANFORD
Capital Improvement Program Fiscal Years 2026-2030

Funding Source	Project Number	Request Title	Project Total	Historical	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
	NEW	CENTENNIAL AND COE PARK BASKETBALL RENOVATION	\$300,000.00				\$150,000.00	\$150,000.00			\$300,000.00
	NEW	ADA PARKS/RECREATION MODIFICATIONS	\$133,500.00		\$44,500.00		\$44,500.00		\$44,500.00		\$133,500.00
Total 0001 General Fund			\$44,181,438.83	\$3,747,892.00	\$2,096,084.00	\$4,111,140.00	\$15,123,882.83	\$17,573,625.00	\$137,535.00	\$1,391,280.00	\$44,181,438.83
0004 Accumulated Capital Outlay		Beginning Fund (estimated) balance available			\$187,033.00	\$187,033.00	\$187,033.00	\$187,033.00	\$187,033.00	\$187,033.00	
		Capital requests			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Ending Fund balance available			\$187,033.00	\$187,033.00	\$187,033.00	\$187,033.00	\$187,033.00	\$187,033.00	
0004 Accumulated Capital Outlay	821611/822609	YAC CONCESSION BLDG RESTORATION **821611/822609	\$305,541.00	\$305,541.00	\$0.00						\$305,541.00
	820634	CITY HALL SECURITY PROJECT **820634	\$46,495.00	\$46,495.00	\$0.00						\$46,495.00
Total 0004 Accumulated Capital Outlay			\$352,036.00	\$352,036.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$352,036.00
0011 Measure H		Beginning Fund (estimated) balance available			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Capital requests			-\$15,458,000.00	-\$15,619,000.00	-\$17,950,000.00	-\$13,725,000.00	-\$15,557,000.00	-\$27,925,000.00	
		Estimated revenue			\$15,458,000.00	\$15,619,000.00	\$17,950,000.00	\$13,725,000.00	\$15,557,000.00	\$27,925,000.00	
		Ending Fund balance available			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0011 Measure H	NEW	MEASURE H: EXISTING PARKS ADDITIONAL MAINTENANCE	\$970,000.00		\$160,000.00	\$162,000.00	\$162,000.00	\$162,000.00	\$162,000.00	\$162,000.00	\$970,000.00
	NEW	MEASURE H: FIRE LADDER TRUCK	\$2,400,000.00						\$2,400,000.00		\$2,400,000.00
	NEW	MEASURE H: FIRE ENGINE	\$1,200,000.00			\$1,200,000.00					\$1,200,000.00
	NEW	MEASURE H: COMMUNITY CLEANUP AND ABATEMENT FOR CODE COMPLIANCE	\$600,000.00		\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$600,000.00
	NEW	MEASURE H: CITY OWNED BUILDING MAINTENANCE IMPROVEMENT PROJECT	\$1,650,000.00		\$151,000.00	\$299,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$1,650,000.00
	NEW	MEASURE H: EXISTING PARKS ADDITIONAL IMPROVEMENTS	\$1,695,000.00		\$280,000.00	\$283,000.00	\$283,000.00	\$283,000.00	\$283,000.00	\$283,000.00	\$1,695,000.00
	NEW	MEASURE H: FIRE STATION IMPROVEMENTS/EQUIPMENT	\$600,000.00		\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$600,000.00
	NEW	MEASURE H: TWO (2) PARK MAINTENANCE VEHICLES	\$120,000.00		\$120,000.00						\$120,000.00
	NEW	MEASURE H: TWO (2) CODE ENFORCEMENT VEHICLES	\$120,000.00		\$120,000.00						\$120,000.00
	NEW	MEASURE H: FIRE COMMUNICATIONS UPDATE PROJECT	\$849,000.00		\$849,000.00						\$849,000.00
	NEW	MEASURE H: ROAD REHABILITATION AND PAVEMENT PRESERVATION	\$36,900,000.00		\$6,000,000.00	\$6,180,000.00	\$6,180,000.00	\$6,180,000.00	\$6,180,000.00	\$6,180,000.00	\$36,900,000.00
	NEW	MEASURE H: FIRE STATION #4	\$8,720,000.00		\$600,000.00	\$295,000.00	\$7,825,000.00				\$8,720,000.00
	NEW	MEASURE H: PUBLIC SAFETY BUILDING	\$48,000,000.00		\$6,000,000.00	\$7,000,000.00	\$3,000,000.00	\$6,600,000.00	\$4,600,000.00	\$20,800,000.00	\$48,000,000.00
	NEW	MEASURE H: TWO (2) COMMUNITY ENHANCEMENT OFFICER VEHICLES	\$290,000.00		\$130,000.00				\$160,000.00		\$290,000.00
	NEW	MEASURE H: EIGHT (8) NEW POLICE VEHICLES AND UPFITTING FOR NEW SWORN STAFF	\$2,120,000.00		\$848,000.00				\$1,272,000.00		\$2,120,000.00
Total 0011 Measure H			\$106,234,000.00	\$0.00	\$15,458,000.00	\$15,619,000.00	\$17,950,000.00	\$13,725,000.00	\$15,557,000.00	\$27,925,000.00	\$106,234,000.00
0044 Gas Tax		Beginning Fund (estimated) balance available			-\$711,093.00	-\$3,773.00	\$990,302.00	\$935,901.00	\$1,654,180.00	\$1,561,180.00	
		Capital requests			-\$892,680.00	-\$605,925.00	-\$1,654,401.00	-\$881,721.00	-\$1,693,000.00	-\$638,000.00	
		Estimated revenue			\$1,600,000.00	\$1,600,000.00	\$1,600,000.00	\$1,600,000.00	\$1,600,000.00	\$1,600,000.00	
		Ending Fund balance available			-\$3,773.00	\$990,302.00	\$935,901.00	\$1,654,180.00	\$1,561,180.00	\$2,523,180.00	
0044 Gas Tax	NEW	STREETS DEPT. TILT TRAILER	\$30,000.00			\$30,000.00					\$30,000.00
	NEW	LACEY BLVD WIDEN/RECONST MAGNA CARTA TO 13TH (MULTI-FUNDED)	\$1,000,000.00						\$1,000,000.00		\$1,000,000.00
	823644	GRADE SEP FEASBLTY/GRGVL (MATCHING FUNDS) **823644	\$302,801.00	\$302,801.00	\$0.00						\$302,801.00
	823618	PAVEMENT RESURFACING TREATMENT **823618	\$1,135,617.00	\$1,135,617.00							\$1,135,617.00
	823615	STREET DIVISION MAINTENANCE **823615	\$3,187,500.00	\$637,500.00	\$425,000.00	\$425,000.00	\$425,000.00	\$425,000.00	\$425,000.00	\$425,000.00	\$3,187,500.00
	823614	NEW SIDEWALK/ADA IMPROVEMENTS **823614	\$410,968.00	\$50,968.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$410,968.00
	NEW	ANNUAL INTERSECTION UPGRADES	\$612,000.00		\$153,000.00		\$153,000.00		\$153,000.00	\$153,000.00	\$612,000.00
	NEW	PLACE LANDSCAPE BARK IN CENTER MEDIANS	\$165,000.00		\$55,000.00		\$55,000.00		\$55,000.00		\$165,000.00
	NEW	HAROLD ST WIDENING & RECONSTRUCTION	\$496,721.00				\$100,000.00	\$396,721.00			\$496,721.00
	NEW	CENTER MEDIAN ON HANFORD ARMONA WEST OF 11TH AVE - DMV	\$206,861.00			\$40,000.00	\$166,861.00				\$206,861.00
	NEW	HARRIS STREET ABANDONMENT AT COE PARK (MULTI-FUNDED)	\$95,925.00		\$45,000.00	\$50,925.00					\$95,925.00
	825604	CITY STANDARD PLANS AND SPECS UPDATE **825604	\$40,000.00	\$40,000.00	\$0.00						\$40,000.00
	825606	GRANGEVILLE MEDIAN AND CROSSWALKS FROM HARRIS TO KENSINGTON **825606	\$674,540.00				\$674,540.00				\$674,540.00
	825605	RECONSTRUCTION-GARNER AVE FROM LACEY TO GOLETA WAY (MULTI-FUNDED)	\$100,000.00	\$100,000.00	\$0.00						\$100,000.00

CITY OF HANFORD
Capital Improvement Program Fiscal Years 2026-2030

Funding Source	Project Number	Request Title	Project Total	Historical	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
	NEW	GLENN AVE FROM PLEASANT TO GRANGEVILLE ABANDONMENT	\$20,000.00				\$20,000.00				\$20,000.00
	NEW	STREETS DEPT. ROLLER/ RPL 182 (MULTI-FUNDED)	\$23,473.00		\$23,473.00						\$23,473.00
	NEW	STREETS DEPT ASPHALT PATCH TRUCK /RPL 135 (MULTI-FUNDED)	\$131,207.00		\$131,207.00						\$131,207.00
Total 0044 Gas Tax			\$8,632,613.00	\$2,266,886.00	\$892,680.00	\$605,925.00	\$1,654,401.00	\$881,721.00	\$1,693,000.00	\$638,000.00	\$8,632,613.00
0045 RMRA		Beginning Fund (estimated) balance available			\$1,782,307.00	\$3,182,307.00	\$4,582,307.00	\$5,982,307.00	\$7,382,307.00	\$8,782,307.00	
		Capital requests			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Estimated revenue			\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	
		Ending Fund balance available			\$3,182,307.00	\$4,582,307.00	\$5,982,307.00	\$7,382,307.00	\$8,782,307.00	\$10,182,307.00	
0045 RMRA	824620	LACEY WIDEN/RECON/10TH-SIERRA P#2 **824620	\$750,000.00	\$750,000.00	\$0.00						\$750,000.00
	823619	LACEY WIDEN/RECON/10TH-SIERRA **823619	\$2,196,500.00	\$2,196,500.00							\$2,196,500.00
Total 0045 RMRA			\$2,946,500.00	\$2,946,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,946,500.00
0050 T D A - Transportation		Beginning Fund (estimated) balance available			\$7,027,266.00	\$4,686,850.00	\$182,221.00	-\$3,619,230.00	-\$6,217,672.00	-\$7,504,827.00	
		Capital requests			-\$3,540,416.00	-\$5,704,629.00	-\$5,001,451.00	-\$5,148,442.00	-\$10,587,155.00	-\$9,202,000.00	
		Estimated revenue			\$1,200,000.00	\$1,200,000.00	\$1,200,000.00	\$1,200,000.00	\$1,200,000.00	\$1,200,000.00	
		Estimated HSR revenue						\$1,350,000.00	\$8,100,000.00	\$8,125,000.00	
		Ending Fund balance available			\$4,686,850.00	\$182,221.00	-\$3,619,230.00	-\$6,217,672.00	-\$7,504,827.00	-\$7,381,827.00	
0050 T D A - Transportation	NEW	INTERSECTION AND ROADWAY UPGRADES - IMPACTED BY HSR	\$17,575,000.00								\$17,575,000.00
	823619	LACEY WIDEN/RECON/10TH-SIERRA **823619	\$1,356,500.00	\$1,356,500.00	\$0.00			\$1,350,000.00	\$8,100,000.00	\$8,125,000.00	\$1,356,500.00
	NEW	RFB CROSSWALKS/SIGNS	\$137,000.00		\$68,500.00	\$68,500.00					\$137,000.00
	NEW	RADAR FEEDBACK SIGNS (22)	\$99,000.00		\$99,000.00						\$99,000.00
	NEW	SIGN MANUFACTURING PROGRAM	\$50,000.00			\$50,000.00					\$50,000.00
	NEW	INTERNALLY ILLUMINATED STREET SIGNS (16)	\$111,200.00		\$111,200.00						\$111,200.00
	NEW	VIDEO DETECTION DEVICES (30)	\$690,000.00		\$690,000.00						\$690,000.00
	NEW	ZINC BLUE BACKUPS (50)	\$730,000.00		\$365,000.00	\$365,000.00					\$730,000.00
	NEW	COBALT CONTROLLERS (31)	\$131,750.00		\$131,750.00						\$131,750.00
	NEW	12TH AVE AT HAYDEN AVE-CONTINGENT ON GRANT FUNDING (MULTI-FUNDED)	\$205,341.00		\$26,916.00	\$178,425.00					\$205,341.00
	NEW	GRANGEVILLE BLVD. FROM MUSTANG TO WELL TANK 6	\$477,004.00		\$47,582.00	\$55,332.00	\$374,090.00				\$477,004.00
	NEW	GRADE SEPARATION DESIGN-CONTINGENT ON GRANT FUNDING (MULTI-FUNDED)	\$414,000.00		\$169,000.00	\$245,000.00					\$414,000.00
	823618	PAVEMENT RESURFACING TREATMENT **823618	\$4,875,000.00			\$975,000.00	\$975,000.00	\$975,000.00	\$975,000.00	\$975,000.00	\$4,875,000.00
	823613	SIDEWALK/MISC CONCRETE REPAIRS **823613	\$376,408.00	\$76,408.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00		\$376,408.00
	NEW	MALL DR CIR FROM 12TH AVE TO LACEY BLVD.	\$1,794,277.00		\$300,000.00	\$1,494,277.00					\$1,794,277.00
	NEW	INSTALL STAMPED CONCRETE IN MEDIANS (TURN POCKETS)	\$725,340.00				\$120,890.00	\$604,450.00			\$725,340.00
	NEW	HUME AVE. CIR FROM 11TH AVE TO BUTTERNUT DR.	\$974,660.00				\$162,443.00	\$812,217.00			\$974,660.00
	NEW	GREENFIELD AVE CIR FROM ELM ST. TO CAMPUS DR.	\$883,416.00					\$147,236.00	\$736,180.00		\$883,416.00
	NEW	GRANGEVILLE BLVD CIR FROM 10TH AVE TO DOUTY ST	\$859,170.00					\$143,195.00	\$715,975.00		\$859,170.00
	NEW	REPLACE AC SIDEWALK ON FLINT AVE BETWEEN 11TH AVE AND JOSHUA ST	\$253,701.00		\$253,701.00						\$253,701.00
	NEW	CENTENNIAL DR CIR FROM LACEY BLVD TO MARRIT ST	\$1,071,160.00		\$178,527.00	\$892,633.00					\$1,071,160.00
	NEW	CAMPUS DR. CIR FROM LACEY BLVD TO 6TH ST	\$582,116.00		\$97,019.00	\$485,097.00					\$582,116.00
	NEW	RRFB CROSSWALKS RADAR SIGNS AT MULTIPLE LOCATIONS	\$352,481.00		\$352,481.00						\$352,481.00
	NEW	RODGERS RD AT 11TH AVE TRAFFIC SIGNAL UPGRADE	\$179,133.00			\$179,133.00					\$179,133.00
	NEW	RECONSTRUCTION NORTHSTAR DR FROM 11TH AVE TO ASPEN ST	\$1,036,344.00				\$180,000.00	\$856,344.00			\$1,036,344.00
	825606	GRANGEVILLE MEDIAN AND CROSSWALKS FROM HARRIS TO KENSINGTON **825606	\$592,794.00		\$95,201.00	\$497,593.00					\$592,794.00
	825605	RECONSTRUCTION-GARNER AVE FROM LACEY TO GOLETA WAY (MULTI-FUNDED)	\$515,647.00	\$515,647.00							\$515,647.00
	NEW	9TH AVE ST FRONTAGE AT HEROES PARK (MULTI-FUNDED)	\$2,618,306.00		\$90,639.00	\$158,639.00	\$2,369,028.00				\$2,618,306.00
	NEW	SPEED STUDY UPDATE (EVERY 5 YEARS)	\$187,000.00		\$85,000.00					\$102,000.00	\$187,000.00
	NEW	FEASIBILITY STUDY - PROTECTED BIKE LANES ON DOUTY ST	\$160,000.00		\$85,000.00		\$75,000.00				\$160,000.00
	NEW	E BIKE CHARGING STATIONS - DOWNTOWN	\$325,000.00		\$55,000.00		\$270,000.00				\$325,000.00
	NEW	FIRE STATION 3 SIGNAL PREEMTION DESIGN AND CONSTRUCTION	\$685,000.00		\$70,000.00		\$415,000.00	\$200,000.00			\$685,000.00
	824607	GRANGEVILLE BLVD. - COMPLETE SIDEWALK BETWEEN DOUTY STREET AND HARRIS STREET **824607	\$108,900.00		\$108,900.00						\$108,900.00

CITY OF HANFORD
Capital Improvement Program Fiscal Years 2026-2030

Funding Source	Project Number	Request Title	Project Total	Historical	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
Total 0050 T D A - Transportation			\$41,132,648.00	\$1,948,555.00	\$3,540,416.00	\$5,704,629.00	\$5,001,451.00	\$5,148,442.00	\$10,587,155.00	\$9,202,000.00	\$41,132,648.00
0055 CMAQ		Beginning Fund (estimated) balance available			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Capital requests			-\$204,684.00	-\$305,011.00	-\$334,887.00	\$0.00	\$0.00	\$0.00	
		Estimated revenue			\$204,684.00	\$305,011.00	\$334,887.00	\$0.00	\$0.00	\$0.00	
		Ending Fund balance available			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0055 CMAQ	823619	LACEY WIDEN/RECON/10TH-SIERRA **823619	\$568,912.00	\$568,912.00	\$0.00						\$568,912.00
	820644	TRAF SIGNAL/12TH AV TO HUME **820644	\$357,000.00	\$357,000.00	\$0.00						\$357,000.00
	822645	9TH AVE & LACEY SIGNAL **822645	\$148,832.00	\$23,332.00	\$125,500.00						\$148,832.00
	NEW	ANNUAL INTERSECTION SIGNALIZATION PROJECT (MULTI-FUNDED)-CONTINGENT ON GRANT FUNDING	\$303,807.00		\$43,807.00	\$260,000.00					\$303,807.00
	NEW	12TH AT HOUSTON SIGNAL AND 12TH FROM BUTTERFIELD TO HOUSTON (MULTI-FUNDED)-CONTINGENT ON GR	\$415,275.00		\$35,377.00	\$45,011.00	\$334,887.00				\$415,275.00
Total 0055 CMAQ			\$1,793,826.00	\$949,244.00	\$204,684.00	\$305,011.00	\$334,887.00	\$0.00	\$0.00	\$0.00	\$1,793,826.00
0058 ARPA		Beginning Fund (estimated) balance available			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Capital requests			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Ending Fund balance available			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0058 ARPA	821611/822609	YAC CONCESSION BLDG RESTORATION **821611/822609	\$1,282,446.00	\$1,282,446.00							\$1,282,446.00
	823647	ARPA HIDDEN VALLEY PARK CONCEPTUAL PLAN **823647	\$69,400.00	\$69,400.00							\$69,400.00
Total 0058 ARPA			\$1,351,846.00	\$1,351,846.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,351,846.00
0161 12th Ave Sewer Benefit AD		Beginning Fund (estimated) balance available			\$1,493,942.00	\$1,493,942.00	\$1,493,942.00	\$1,493,942.00	\$1,493,942.00	\$1,493,942.00	
		Capital requests			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Ending Fund balance available			\$1,493,942.00	\$1,493,942.00	\$1,493,942.00	\$1,493,942.00	\$1,493,942.00	\$1,493,942.00	
0161 12th Ave Sewer Benefit AD	823628	12TH AVE SEWER TRUNK MAIN OVERSIZING **823628	\$203,911.00	\$203,911.00	\$0.00						\$203,911.00
Total 0161 12th Ave Sewer Benefit AD			\$203,911.00	\$203,911.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$203,911.00
0180 Parks Facility Impact Fees		Beginning Fund (estimated) balance available			\$4,760,100.00	\$4,744,100.00	\$3,743,175.00	\$2,643,175.00	-\$3,806,825.00	-\$4,606,825.00	
		Capital requests			-\$216,000.00	-\$1,200,925.00	-\$1,300,000.00	-\$6,650,000.00	-\$1,000,000.00	-\$1,000,000.00	
		Estimated revenue			\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	
		Ending Fund balance available			\$4,744,100.00	\$3,743,175.00	\$2,643,175.00	-\$3,806,825.00	-\$4,606,825.00	-\$5,406,825.00	
0180 Parks Facility Impact Fees	NEW	DEVELOPER REIMBURSEMENT (MULTI-FUNDED)	\$5,021,000.00		\$21,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$5,021,000.00
	822649	HEROES PARK **822649 - GF GRANT FUNDED	\$1,788,858.00	\$1,788,858.00							\$1,788,858.00
	825607	INDOOR MULTI-GENERATIONAL FACILITY (MULTI-FUNDED)**825607	\$5,853,610.00	\$53,610.00			\$150,000.00	\$5,650,000.00			\$5,853,610.00
	NEW	HARRIS STREET ABANDONMENT AT COE PARK (MULTI-FUNDED)	\$95,925.00		\$45,000.00	\$50,925.00					\$95,925.00
	825612	CITY'S DEV IMPACT FEES UPDATE (MULTI-FUNDED) **825612	\$13,200.00	\$13,200.00							\$13,200.00
	823609	PARK DEV OVERSIZING REQUIREMNT **823609	\$600,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00				\$600,000.00
Total 0180 Parks Facility Impact Fees			\$13,372,593.00	\$2,005,668.00	\$216,000.00	\$1,200,925.00	\$1,300,000.00	\$6,650,000.00	\$1,000,000.00	\$1,000,000.00	\$13,372,593.00
0181 Transportation Impact Fees		Beginning Fund (estimated) balance available			\$4,177,431.00	\$2,534,750.00	\$790,593.00	-\$16,857,984.00	-\$26,486,424.00	-\$26,286,424.00	
		Capital requests			-\$2,642,681.00	-\$2,744,157.00	-\$18,648,577.00	-\$10,628,440.00	-\$800,000.00	-\$800,000.00	
		Estimated revenue			\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	
		Ending Fund balance available			\$2,534,750.00	\$790,593.00	-\$16,857,984.00	-\$26,486,424.00	-\$26,286,424.00	-\$26,086,424.00	
0181 Transportatation Impact Fees	NEW	CONSTRUCT 9TH AVE. ACROSS UPRR WITH RAILROAD CROSSING	\$2,374,546.00		\$421,146.00	\$82,100.00	\$1,871,300.00				\$2,374,546.00

CITY OF HANFORD
Capital Improvement Program Fiscal Years 2026-2030

Funding Source	Project Number	Request Title	Project Total	Historical	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
	NEW	CONSTRUCT FLORINDA STREET FROM 9 1/4 AVE TO 9TH AVE	\$8,913,556.00			\$754,134.00	\$1,060,982.00	\$7,098,440.00			\$8,913,556.00
	NEW	DEVELOPER REIMBURSEMENT (MULTI-FUNDED)	\$5,000,000.00		\$1,000,000.00	\$800,000.00	\$800,000.00	\$800,000.00	\$800,000.00	\$800,000.00	\$5,000,000.00
	NEW	LACEY BLVD WIDEN/RECONST MAGNA CARTA TO 13TH (MULTI-FUNDED)	\$3,355,000.00				\$625,000.00	\$2,730,000.00			\$3,355,000.00
	823619	LACEY WIDEN/RECON/10TH-SIERRA **823619	\$2,356,438.00	\$2,356,438.00	\$0.00						\$2,356,438.00
	820644	TRAF SIGNAL/12TH AV TO HUME **820644	\$1,487,269.00	\$1,487,269.00	\$0.00						\$1,487,269.00
	822645	9TH AVE & LACEY SIGNAL **822645	\$998,197.00	\$998,197.00							\$998,197.00
	NEW	GRANGEVILLE BLVD AT 9TH AVE ROUNDABOUT-CONTINGENT ON GRANT FUNDING (MULTI-FUNDED)	\$706,620.00		\$46,470.00	\$52,650.00	\$607,500.00				\$706,620.00
	823616	UNSCH ARTERIAL UPGR/TRAF SIGNL **823616	\$1,800,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00				\$1,800,000.00
	NEW	ANNUAL INTERSECTION SIGNALIZATION PROJECT (MULTI-FUNDED)-CONTINGENT ON GRANT FUNDING	\$1,215,228.00			\$175,228.00	\$1,040,000.00				\$1,215,228.00
	NEW	CONSTRUCTION OF 9TH AVE BETWEEN E. LACEY AND GRANGEVILLE	\$11,433,162.00		\$328,916.00	\$250,000.00	\$10,854,246.00				\$11,433,162.00
	NEW	9TH AVE. N OF LELAND WAY ALIGNMENT STUDY	\$120,000.00		\$120,000.00						\$120,000.00
	825604	CITY STANDARD PLANS AND SPECS UPDATE **825604	\$80,000.00	\$80,000.00	\$0.00						\$80,000.00
	820640	12TH AVE SPRINGCREST TO HUME **820640	\$606,700.00	\$472,057.00	\$134,643.00						\$606,700.00
	NEW	12TH AT HOUSTON SIGNAL AND 12TH FROM BUTTERFIELD TO HOUSTON (MULTI-FUNDED)-CONTINGENT ON GR	\$1,661,100.00		\$141,506.00	\$180,045.00	\$1,339,549.00				\$1,661,100.00
	825612	CITY'S DEV IMPACT FEES UPDATE (MULTI-FUNDED) **825612	\$13,200.00	\$13,200.00							\$13,200.00
Total 0181 Transportation Impact Fees			\$42,121,016.00	\$5,857,161.00	\$2,642,681.00	\$2,744,157.00	\$18,648,577.00	\$10,628,440.00	\$800,000.00	\$800,000.00	\$42,121,016.00
0182 Fire Protection Impact Fee											
		Beginning Fund (estimated) balance available			\$1,040,936.00	\$1,140,936.00	\$1,240,936.00	\$1,340,936.00	\$1,440,936.00	\$1,540,936.00	
		Capital requests			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Estimated revenue			\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	
		Ending Fund balance available			\$1,140,936.00	\$1,240,936.00	\$1,340,936.00	\$1,440,936.00	\$1,540,936.00	\$1,640,936.00	
0182 Fire Protection Impact Fee	825612	CITY'S DEV IMPACT FEES UPDATE (MULTI-FUNDED) **825612	\$13,200.00	\$13,200.00	\$0.00						\$13,200.00
Total 0182 Fire Protection Impact Fee			\$13,200.00	\$13,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,200.00
0183 Police Protection Impact Fee											
		Beginning Fund (estimated) balance available			\$86,105.00	\$186,105.00	\$286,105.00	\$386,105.00	\$486,105.00	\$586,105.00	
		Capital requests			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Estimated revenue			\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	
		Ending Fund balance available			\$186,105.00	\$286,105.00	\$386,105.00	\$486,105.00	\$586,105.00	\$686,105.00	
0183 Police Protection Impact Fee	825612	CITY'S DEV IMPACT FEES UPDATE (MULTI-FUNDED) **825612	\$13,200.00	\$13,200.00	\$0.00						\$13,200.00
Total 0183 Police Protection Impact Fee			\$13,200.00	\$13,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,200.00
0184 Storm Drain Impact Fee											
		Beginning Fund (estimated) balance available			\$687,179.00	\$674,579.00	\$1,089,279.00	-\$6,472,731.00	-\$11,915,406.00	-\$11,415,406.00	
		Capital requests			-\$512,600.00	-\$85,300.00	-\$8,062,010.00	-\$5,942,675.00	\$0.00	\$0.00	
		Estimated revenue			\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	
		Ending Fund balance available			\$674,579.00	\$1,089,279.00	-\$6,472,731.00	-\$11,915,406.00	-\$11,415,406.00	-\$10,915,406.00	
0184 Storm Drain Impact Fee	NEW	RELOCATION OF MALL OR HANSEN BASIN	\$4,983,000.00		\$30,000.00		\$953,000.00	\$4,000,000.00			\$4,983,000.00
	NEW	REGIONAL BASIN S88	\$2,500,000.00				\$2,500,000.00				\$2,500,000.00
	825611	UTILITY MASTER PLAN UPDATE **825611	\$339,474.00	\$339,474.00	\$0.00						\$339,474.00
	NEW	HAYDEN ST. EAST OF 12TH AVE. - REGIONAL BASIN	\$2,532,975.00		\$148,200.00	\$46,200.00	\$1,192,100.00	\$1,146,475.00			\$2,532,975.00
	NEW	ACQUISITION AND CONSTRUCTION OF REGIONAL STORM BASIN AT GRAGEVILLE AT SH43	\$2,709,410.00		\$126,200.00		\$1,787,010.00	\$796,200.00			\$2,709,410.00
	NEW	10 1/2 AVE AND HOUSTON AVE SD PIPE TO HOUSTON	\$1,877,200.00		\$208,200.00	\$39,100.00	\$1,629,900.00				\$1,877,200.00
	825612	CITY'S DEV IMPACT FEES UPDATE (MULTI-FUNDED) **825612	\$13,200.00	\$13,200.00							\$13,200.00
	824604	CENTENNIAL DR STORM DRAIN IMPROVEMENTS SOUTH OF BERKSHIRE LN **824604	\$24,000.00	\$24,000.00	\$0.00						\$24,000.00
	823624	HOUSTON AV PIPELIN/SAND SLOUGH **823624	\$50,377.00	\$50,377.00	\$0.00						\$50,377.00
Total 0184 Storm Drain Impact Fee			\$15,029,636.00	\$427,051.00	\$512,600.00	\$85,300.00	\$8,062,010.00	\$5,942,675.00	\$0.00	\$0.00	\$15,029,636.00
0185 Water System Impact Fee											
		Beginning Fund (estimated) balance available			\$2,784,081.00	\$1,648,906.00	\$1,746,747.00	-\$22,491,522.00	-\$31,671,796.00	-\$34,634,646.00	
		Capital requests			-\$2,235,175.00	-\$1,002,159.00	-\$25,338,269.00	-\$10,280,274.00	-\$4,062,850.00	-\$7,658,448.00	
		Estimated revenue			\$1,100,000.00	\$1,100,000.00	\$1,100,000.00	\$1,100,000.00	\$1,100,000.00	\$1,100,000.00	
		Ending Fund balance available			\$1,648,906.00	\$1,746,747.00	-\$22,491,522.00	-\$31,671,796.00	-\$34,634,646.00	-\$41,193,094.00	

CITY OF HANFORD
Capital Improvement Program Fiscal Years 2026-2030

Funding Source	Project Number	Request Title	Project Total	Historical	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
0185 Water System Impact Fee	NEW	CONSTRUCT FLORINDA STREET FROM 9 1/4 AVE TO 9TH AVE	\$1,451,044.00			\$122,766.00	\$172,718.00	\$1,155,560.00			\$1,451,044.00
	NEW	DEVELOPER REIMBURSEMENT (MULTI-FUNDED)	\$3,240,000.00		\$740,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$3,240,000.00
	NEW	DESIGN AND CONSTRUCTION OF SEWER AND WATER TRUNKLINE UTILITIES IN 9TH AVENUE BETWEEN E. LACEY AVE AND 1ST AVE	\$3,000,997.00		\$149,475.00		\$2,851,522.00				\$3,000,997.00
	825611	UTILITY MASTER PLAN UPDATE **825611	\$210,433.00	\$210,433.00	\$0.00						\$210,433.00
	NEW	ANNUAL WATER MASTER PLAN CIP PROJECT	\$6,275,140.00			\$217,793.00	\$2,552,729.00	\$253,320.00	\$2,969,150.00	\$282,148.00	\$6,275,140.00
	NEW	3RD AND HANFORD MARKET PLACE WATER MAIN & WELL	\$4,131,800.00		\$387,300.00	\$161,600.00	\$3,582,900.00				\$4,131,800.00
	825612	CITY'S DEV IMPACT FEES UPDATE (MULTI-FUNDED) **825612	\$13,200.00	\$13,200.00							\$13,200.00
	NEW	NEW GROUNDWATER WELLS (W5, W9, W1)	\$26,878,000.00		\$708,400.00		\$12,178,400.00	\$6,521,200.00	\$593,700.00	\$6,876,300.00	\$26,878,000.00
	NEW	NEW WATER TANK RESERVOIR #6B (MULTI-FUNDED)	\$3,750,000.00		\$250,000.00		\$3,500,000.00				\$3,750,000.00
	823640	INDUSTRIAL PARK WATER STORAGE **823640 (MULTI-FUNDED)	\$1,850,194.00					\$1,850,194.00			\$1,850,194.00
Total 0185 Water System Impact Fee			\$50,800,808.00	\$223,633.00	\$2,235,175.00	\$1,002,159.00	\$25,338,269.00	\$10,280,274.00	\$4,062,850.00	\$7,658,448.00	\$50,800,808.00
0186 Wastewater Impact Fee		Beginning Fund (estimated) balance available			\$3,628,942.00	\$3,722,698.00	\$4,422,698.00	-\$4,896,880.00	-\$6,778,027.00	-\$11,808,576.00	
		Capital requests			-\$906,244.00	-\$300,000.00	-\$10,319,578.00	-\$2,881,147.00	-\$6,030,549.00	-\$3,032,567.00	
		Estimated revenue			\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	
		Ending Fund balance available			\$3,722,698.00	\$4,422,698.00	-\$4,896,880.00	-\$6,778,027.00	-\$11,808,576.00	-\$13,841,143.00	
0186 Wastewater Impact Fee	NEW	WTTF EXPANSION	\$9,000,000.00				\$2,250,000.00	\$2,250,000.00	\$2,250,000.00	\$2,250,000.00	\$9,000,000.00
	NEW	DEVELOPER REIMBURSEMENT (MULTI-FUNDED)	\$1,800,000.00		\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$1,800,000.00
	NEW	DESIGN AND CONSTRUCTION OF SEWER AND WATER TRUNKLINE UTILITIES IN 9TH AVENUE BETWEEN E. LACEY AVE AND 1ST AVE	\$4,267,219.00		\$212,543.00		\$4,054,676.00				\$4,267,219.00
	825611	UTILITY MASTER PLAN UPDATE **825611	\$240,883.00	\$240,883.00	\$0.00						\$240,883.00
	NEW	ANNUAL SEWER MASTER PLAN CIP PROJECT	\$8,352,866.00		\$343,701.00		\$3,714,902.00	\$331,147.00	\$3,480,549.00	\$482,567.00	\$8,352,866.00
	825612	CITY'S DEV IMPACT FEES UPDATE (MULTI-FUNDED) **825612	\$13,200.00	\$13,200.00	\$0.00						\$13,200.00
	825609	WWTP3RD INTERNAL LIFT ADDITION **825609	\$1,433,209.00	\$1,383,209.00	\$50,000.00						\$1,433,209.00
Total 0186 Wastewater Impact Fee			\$25,107,377.00	\$1,637,292.00	\$906,244.00	\$300,000.00	\$10,319,578.00	\$2,881,147.00	\$6,030,549.00	\$3,032,567.00	\$25,107,377.00
0187 Refuse/Recycle Impact Fee		Beginning Fund (estimated) balance available			\$516,683.00	\$716,683.00	\$916,683.00	\$1,116,683.00	\$1,316,683.00	\$1,516,683.00	
		Capital requests			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Estimated revenue			\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	
		Ending Fund balance available			\$716,683.00	\$916,683.00	\$1,116,683.00	\$1,316,683.00	\$1,516,683.00	\$1,716,683.00	
0187 Refuse/Recycle Impact Fee	825612	CITY'S DEV IMPACT FEES UPDATE (MULTI-FUNDED) **825612	\$13,200.00	\$13,200.00	\$0.00						\$13,200.00
Total 0187 Refuse/Recycle Impact Fee			\$13,200.00	\$13,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,200.00
0250 Landscape Assessment District (LAD)		Beginning Fund (estimated) balance available			-\$4,980.00	-\$4,980.00	-\$4,980.00	-\$54,980.00	-\$54,980.00	-\$54,980.00	
		Capital requests			\$0.00	\$0.00	-\$50,000.00	\$0.00	\$0.00	\$0.00	
		Ending Fund balance available			-\$4,980.00	-\$4,980.00	-\$54,980.00	-\$54,980.00	-\$54,980.00	-\$54,980.00	
0250 Landscape Assessment District (LAD)	NEW	GLACIER PLAY EQUIPMENT-LAD	\$50,000.00				\$50,000.00				\$50,000.00
Total 0250 Landscape Assessment District (LAD)			\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00
0301 Airport Capital		Beginning Fund (estimated) balance available			\$0.00	-\$56,752.00	-\$56,752.00	-\$56,752.00	-\$56,752.00	-\$56,752.00	
		Capital requests			-\$56,752.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Ending Fund balance available			-\$56,752.00	-\$56,752.00	-\$56,752.00	-\$56,752.00	-\$56,752.00	-\$56,752.00	
0301 Airport Capital	NEW	REPLACE 70 FT OF SEWER LINE AT THE AIRPORT FBO BUILDING	\$16,386.00		\$16,386.00						\$16,386.00
	NEW	AIRPORT TRUCK (EV)/ RPL 63 (MULTI-FUNDED)	\$40,366.00		\$40,366.00						\$40,366.00
Total 0301 Airport Capital			\$56,752.00	\$0.00	\$56,752.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,752.00
0307 Refuse		Beginning Fund (estimated) balance available			-\$3,784,528.00	-\$4,498,360.70	-\$5,224,521.20	-\$9,614,218.34	-\$10,064,218.34	-\$10,064,218.34	
		Capital requests			-\$729,832.70	-\$742,160.50	-\$4,405,697.14	-\$466,000.00	-\$16,000.00	-\$16,000.00	

CITY OF HANFORD
Capital Improvement Program Fiscal Years 2026-2030

Funding Source	Project Number	Request Title	Project Total	Historical	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
		Estimated revenue			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Grant funding			\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	
		Ending Fund balance available			-\$4,498,360.70	-\$5,224,521.20	-\$9,614,218.34	-\$10,064,218.34	-\$10,064,218.34	-\$10,064,218.34	
0307 Refuse	NEW	PUBLIC WORKS BUILDING REMODEL (MULTI FUNDED)	\$15,993.20		\$1,832.70	\$14,160.50					\$15,993.20
	NEW	REFUSE DEPT. TRUCK 1-TON/ RPL 60	\$74,627.00				\$74,627.00				\$74,627.00
	NEW	REFUSE DEPT. AUTOMATED TRUCK/ RPL 141	\$442,418.00				\$442,418.00				\$442,418.00
	NEW	REFUSE DEPT. REAR LOAD TRUCK/ RPL 157 (MULTI-FUNDED)	\$173,714.00				\$173,714.00				\$173,714.00
	NEW	REFUSE DEPT. REAR LOAD TRUCK/ RPL 154 (MULTI-FUNDED)	\$224,896.00				\$224,896.00				\$224,896.00
	NEW	REFUSE DEPT. REAR LOAD TRUCK/ RPL 153 (MULTI-FUNDED)	\$228,926.00				\$228,926.00				\$228,926.00
	NEW	REFUSE DEPT. AUTOMATED TRUCK/ RPL 146	\$442,418.00				\$442,418.00				\$442,418.00
	NEW	REFUSE DEPT. AUTOMATED TRUCK/ RPL 144	\$442,418.00				\$442,418.00				\$442,418.00
	NEW	REFUSE DEPT. AUTOMATED TRUCK/ RPL 142	\$442,418.00				\$442,418.00				\$442,418.00
	NEW	REFUSE DEPT. REAR LOAD TRUCK/ RPL 343	\$470,896.00				\$470,896.00				\$470,896.00
	824303	REFUSE SERVICE TRUCK (NEW) **824303	\$75,000.00	\$75,000.00	\$0.00						\$75,000.00
	825303	FRONT LOAD REFUSE TRUCK (NEW) **825303	\$450,000.00	\$450,000.00	\$0.00						\$450,000.00
	NEW	FORKLIFT (NEW)	\$150,000.00				\$150,000.00				\$150,000.00
	NEW	REFUSE SERVICE TRUCK (NEW)	\$85,000.00				\$85,000.00				\$85,000.00
	NEW	AUTOMATED REFUSE TRUCK (NEW)	\$900,000.00				\$450,000.00	\$450,000.00			\$900,000.00
	823307	FRONT LOAD REFUSE TRUCK (NEW) **823307	\$370,080.00	\$370,080.00	\$0.00						\$370,080.00
	824605	CITY REFUSE ENCLOSURES REBUILD (13) LOCATIONS (MULTI-FUNDED) **824605	\$586,966.14	\$75,000.00			\$511,966.14				\$586,966.14
	NEW	PUBLIC WORKS ENCLOSED WAREHOUSE (MULTI-FUNDED)	\$101,000.00				\$101,000.00				\$101,000.00
	825604	CITY STANDARD PLANS AND SPECS UPDATE **825604	\$10,000.00	\$10,000.00							\$10,000.00
	823308	REFUSE SCALES/NEW **823308	\$160,000.00	\$125,000.00			\$35,000.00				\$160,000.00
	NEW	REFUSE TRAILER FOR RESIDENTIAL CANS	\$15,000.00				\$15,000.00				\$15,000.00
	825001	REFUSE SOLAR COMPACTORS (GRANT FUNDED) **825001	\$96,000.00		\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$96,000.00
	825008	REFUSE CAMERA SYSTEM **825008	\$149,000.00	\$50,000.00			\$99,000.00				\$149,000.00
	824002	AUTOMATED REFUSE CONTAINERS **824002	\$647,340.00	\$103,340.00	\$272,000.00	\$272,000.00					\$647,340.00
	822606	REFUSE OFFICE BREAKROOM **822606	\$223,504.00	\$223,504.00	\$0.00						\$223,504.00
	824001	COMMERCIAL/RECYCLE/ORG DUMPSTERS **824001	\$1,144,119.00	\$264,119.00	\$440,000.00	\$440,000.00					\$1,144,119.00
Total 0307 Refuse			\$8,121,733.34	\$1,746,043.00	\$729,832.70	\$742,160.50	\$4,405,697.14	\$466,000.00	\$16,000.00	\$16,000.00	\$8,121,733.34
0310 Public Housing Authority		Beginning Fund (estimated) balance available			\$7,657.00	-\$82,343.00	-\$82,343.00	-\$82,343.00	-\$82,343.00	-\$82,343.00	
		Capital requests			-\$90,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Ending Fund balance available			-\$82,343.00	-\$82,343.00	-\$82,343.00	-\$82,343.00	-\$82,343.00	-\$82,343.00	
0310 Public Housing Authority	NEW	COMMUNITY DEVELOPMENT REMODEL (MULTI-FUNDED)	\$90,000.00		\$90,000.00						\$90,000.00
Total 0310 Public Housing Authority			\$90,000.00	\$0.00	\$90,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90,000.00
0340 Building Safety		Beginning Fund (estimated) balance available			\$972,900.00	\$788,500.00	\$1,188,500.00	\$1,588,500.00	\$1,988,500.00	\$2,388,500.00	
		Capital requests			-\$584,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Estimated revenue			\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	
		Ending Fund balance available			\$788,500.00	\$1,188,500.00	\$1,588,500.00	\$1,988,500.00	\$2,388,500.00	\$2,788,500.00	
0340 Building Safety	NEW	COMMUNITY DEVELOPMENT REMODEL (MULTI-FUNDED)	\$460,000.00		\$460,000.00						\$460,000.00
	NEW	ELECTRIC VAN FOR SENIOR BUILDING INSPECTOR	\$62,200.00		\$62,200.00						\$62,200.00
	NEW	ELECTRIC VAN FOR BUILDING INSPECTOR	\$62,200.00		\$62,200.00						\$62,200.00
Total 0340 Building Safety			\$584,400.00	\$0.00	\$584,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$584,400.00
0359 Storm Drain		Beginning Fund (estimated) balance available			\$2,629,889.00	\$1,781,216.30	\$953,162.80	-\$6,019,315.20	-\$10,034,812.20	-\$11,949,324.20	
		Capital requests			-\$864,672.70	-\$844,053.50	-\$6,988,478.00	-\$4,031,497.00	-\$1,930,512.00	-\$318,681.00	
		Estimated revenue			\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	
		Ending Fund balance available			\$1,781,216.30	\$953,162.80	-\$6,019,315.20	-\$10,034,812.20	-\$11,949,324.20	-\$12,252,005.20	

CITY OF HANFORD
Capital Improvement Program Fiscal Years 2026-2030

Funding Source	Project Number	Request Title	Project Total	Historical	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
0359 Storm Drain	NEW	LIFT STATION 31 UPGRADE	\$5,945,000.00			\$215,000.00	\$2,565,000.00	\$3,165,000.00			\$5,945,000.00
	NEW	ANNUAL STORM DRAIN IMP PROJECT	\$4,068,700.00		\$168,800.00		\$1,663,000.00	\$194,100.00	\$1,829,300.00	\$213,500.00	\$4,068,700.00
	NEW	Basin 55 Land Acquisition	\$450,000.00		\$450,000.00						\$450,000.00
	NEW	EQUIPMENT FOR CONSTRUCTION INSPECTORS AND USA POSITION (MULTI-FUNDED)	\$7,500.00		\$7,500.00						\$7,500.00
	NEW	UTILITY TRUCK FOR USA POSITION (MULTI-FUNDED)	\$10,750.00		\$10,750.00						\$10,750.00
	NEW	PUBLIC WORKS BUILDING REMODEL (MULTI FUNDED)	\$16,003.20		\$1,833.70	\$14,169.50					\$16,003.20
	NEW	CHINA ALLEY - UTILITY REPLACEMENT /RECONSTRUCTION (MULTI-FUNDED)	\$187,500.00			\$15,000.00	\$172,500.00				\$187,500.00
	825602	DOWNTOWN FLOOD CONTROL IMPROVEMENTS **825602	\$1,312,650.00	\$488,400.00			\$824,250.00				\$1,312,650.00
	NEW	LACEY BLVD WIDEN/RECONST MAGNA CARTA TO 13TH (MULTI-FUNDED)	\$500,000.00					\$500,000.00			\$500,000.00
	NEW	LIFT STATION REHAB	\$100,000.00		\$50,000.00		\$50,000.00				\$100,000.00
	823619	LACEY WIDEN/RECON/10TH-SIERRA **823619	\$792,230.00	\$792,230.00	\$0.00						\$792,230.00
	NEW	PUBLIC WORKS ENCLOSED WAREHOUSE (MULTI-FUNDED)	\$75,000.00				\$75,000.00				\$75,000.00
	825604	CITY STANDARD PLANS AND SPECS UPDATE **825604	\$30,000.00	\$30,000.00							\$30,000.00
	NEW	PLEASANT SOUTH OF GREENFIELD - STORMDRAIN	\$425,473.00		\$55,789.00	\$369,684.00					\$425,473.00
	NEW	MS4 PERMIT - ANNUAL PROJECT	\$487,718.00			\$90,200.00	\$93,728.00	\$97,397.00	\$101,212.00	\$105,181.00	\$487,718.00
	NEW	EIGHTH ST AT IRWIN ST STORM DRAIN	\$1,445,000.00			\$20,000.00	\$1,425,000.00				\$1,445,000.00
	823624	HOUSTON AV PIPELIN/SAND SLOUGH **823624	\$463,852.00	\$463,852.00	\$0.00						\$463,852.00
	825301	VACUUM TRUCK (REPL 174) **825301	\$453,880.00	\$453,880.00	\$0.00						\$453,880.00
	822621	TREE TRIM/REMOVAL PROGRAM **822621	\$373,400.00	\$73,400.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00			\$373,400.00
	823621	INCR FLOW CAP/PEOPLE DITCH **823621	\$60,704.00	\$60,704.00	\$0.00						\$60,704.00
	823620	CURB AND GUTTER INSTALL **823620	\$157,682.00	\$22,682.00	\$45,000.00	\$45,000.00	\$45,000.00				\$157,682.00
Total 0359 Storm Drain			\$17,363,042.20	\$2,385,148.00	\$864,672.70	\$844,053.50	\$6,988,478.00	\$4,031,497.00	\$1,930,512.00	\$318,681.00	\$17,363,042.20
0362 WWTP/Sewer		Beginning Fund (estimated) balance available			\$1,273,728.00	\$988,882.00	\$107,282.00	-\$5,279,320.00	-\$9,171,810.00	-\$13,461,626.00	
		Capital requests			-\$884,846.00	-\$1,481,600.00	-\$5,986,602.00	-\$4,492,490.00	-\$4,889,816.00	-\$4,187,538.00	
		Estimated revenue			\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	
		Ending Fund balance available			\$988,882.00	\$107,282.00	-\$5,279,320.00	-\$9,171,810.00	-\$13,461,626.00	-\$17,049,164.00	
0362 WWTP/Sewer	825019	WWTF SWITCHGEAR **825019	\$400,000.00	\$400,000.00	\$0.00						\$400,000.00
	NEW	WTFF EXPANSION	\$6,000,000.00				\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$6,000,000.00
	NEW	EQUIPMENT FOR CONSTRUCTION INSPECTORS AND USA POSITION (MULTI-FUNDED)	\$7,500.00		\$7,500.00						\$7,500.00
	NEW	UTILITY TRUCK FOR USA POSITION (MULTI-FUNDED)	\$10,750.00		\$10,750.00						\$10,750.00
	NEW	CHINA ALLEY - UTILITY REPLACEMENT /RECONSTRUCTION (MULTI-FUNDED)	\$375,000.00			\$30,000.00	\$345,000.00				\$375,000.00
	NEW	WWTP TRUCK 1-TON/ RPL 108 (MULTI-FUNDED)	\$62,525.00					\$62,525.00			\$62,525.00
	NEW	WWTP TRUCK (EV)/ RPL 333 (MULTI-FUNDED)	\$44,346.00				\$44,346.00				\$44,346.00
	NEW	WWTP TRUCK (EV)/ RPL 334 (MULTI-FUNDED)	\$40,546.00		\$40,546.00						\$40,546.00
	NEW	WWTP LOADER/ RPL 258	\$165,581.00						\$165,581.00		\$165,581.00
	NEW	LACEY BLVD WIDEN/RECONST MAGNA CARTA TO 13TH (MULTI-FUNDED)	\$400,000.00					\$400,000.00			\$400,000.00
	823619	LACEY WIDEN/RECON/10TH-SIERRA **823619	\$399,280.00	\$399,280.00	\$0.00						\$399,280.00
	NEW	ANNUAL SEWER MAINT. IMPROVEMENT PROJECT	\$4,551,188.00		\$223,300.00		\$1,876,700.00	\$234,465.00	\$1,970,535.00	\$246,188.00	\$4,551,188.00
	NEW	PUBLIC WORKS ENCLOSED WAREHOUSE (MULTI-FUNDED)	\$101,000.00				\$101,000.00				\$101,000.00
	825604	CITY STANDARD PLANS AND SPECS UPDATE **825604	\$20,000.00	\$20,000.00							\$20,000.00
	NEW	COLLECTION PORTABLE INSPECTION CAMERA	\$15,000.00		\$15,000.00						\$15,000.00
	NEW	CHLORINE INJECTION MANIFOLD REBUILD	\$25,000.00		\$25,000.00						\$25,000.00
	NEW	SANITARY SEWER MANHOLE ROACH CONTROL	\$170,050.00		\$25,000.00	\$26,250.00	\$27,500.00	\$28,900.00	\$30,400.00	\$32,000.00	\$170,050.00
	NEW	WASTEWATER FACILITY INLET MANHOLE COATING	\$60,000.00						\$60,000.00		\$60,000.00
	NEW	WASTEWATER FACILITY BUILDING ROOF REPAIR	\$300,000.00				\$300,000.00				\$300,000.00
	NEW	VACUUM TRUCK	\$1,040,000.00						\$0.00	\$1,040,000.00	\$1,040,000.00
	NEW	TRACTOR WITH LOADER BUCKET/ RPL 185	\$250,000.00				\$250,000.00				\$250,000.00
	NEW	TAILING DRYING BED RAMP	\$46,000.00				\$46,000.00				\$46,000.00
	NEW	STORAGE POND FENCING	\$40,250.00		\$40,250.00						\$40,250.00
	NEW	STANDARDIZE LIFT STATION GENERATOR HOOK-UPS	\$15,000.00				\$15,000.00				\$15,000.00
	NEW	SLUDGE DRYING BED LINNING	\$2,850,400.00				\$661,500.00	\$695,500.00	\$728,900.00	\$764,500.00	\$2,850,400.00
	NEW	SANITARY SEWER MANHOLE RECOATING	\$679,500.00		\$100,000.00	\$105,000.00	\$110,000.00	\$115,500.00	\$121,500.00	\$127,500.00	\$679,500.00
	NEW	PLANT HEADWORKS MCC ROOM A/C REPLACEMENT	\$35,000.00		\$35,000.00						\$35,000.00
	NEW	WASTEWATER OPERATIONS STORAGE UNIT	\$10,000.00				\$10,000.00				\$10,000.00

CITY OF HANFORD
Capital Improvement Program Fiscal Years 2026-2030

Funding Source	Project Number	Request Title	Project Total	Historical	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
	NEW	LIFT STATION REHABILITATION	\$1,120,150.00		\$165,000.00	\$173,250.00	\$181,500.00	\$190,600.00	\$200,000.00	\$209,800.00	\$1,120,150.00
	NEW	INTERNAL LIFT PUMP TUBE #2	\$1,157,600.00					\$1,157,600.00			\$1,157,600.00
	NEW	INTERNAL LIFT PUMP TUBE #1	\$1,050,000.00			\$1,050,000.00					\$1,050,000.00
	NEW	SLUDGE LAGOON DREDGE PUMP REPLACEMENT	\$40,000.00		\$40,000.00						\$40,000.00
	NEW	FACILITY PICKUP TRUCK (EV)/ RPL 338 (MULTI-FUNDED)	\$41,056.00				\$41,056.00				\$41,056.00
	NEW	EFFLUENT PUMP STATION VALVE REHAB	\$15,000.00		\$15,000.00						\$15,000.00
	NEW	COLLECTION STORAGE UNIT	\$10,000.00		\$10,000.00						\$10,000.00
	NEW	COLLECTION SERVICE TRUCK	\$148,750.00						\$0.00	\$148,750.00	\$148,750.00
	NEW	COLLECTION PORTABLE FLOW METER	\$15,000.00				\$15,000.00				\$15,000.00
	NEW	COLLECTION MAINTENANCE TRUCK	\$80,000.00				\$80,000.00				\$80,000.00
	NEW	COLLECTION LIFT STATION PUMP REPLACEMENT	\$222,500.00		\$32,500.00	\$34,100.00	\$35,800.00	\$37,900.00	\$40,000.00	\$42,200.00	\$222,500.00
	NEW	CHLORINE CONTACT CHAMBER VALVE REPLACEMENT	\$40,000.00				\$40,000.00				\$40,000.00
	NEW	CCTV INSPECTION SERVICES	\$408,200.00		\$60,000.00	\$63,000.00	\$66,200.00	\$69,500.00	\$72,900.00	\$76,600.00	\$408,200.00
	NEW	(2) SECONDARY SEDIMENTATION BASIN COATING	\$240,000.00				\$240,000.00				\$240,000.00
	824621	DESIGN & CONST OF SCE-OWNED FACILITY	\$13,038.00	\$13,038.00	\$0.00						\$13,038.00
	823627	SEWER SYSTEM VIDEO INSP **823627	\$10,953.00	\$10,953.00	\$0.00						\$10,953.00
	NEW	SPARE BARSCREEN MOTOR	\$40,000.00		\$40,000.00						\$40,000.00
	825011	SPARE MOTOR SCREW PUMP **825011	\$40,000.00	\$40,000.00	\$0.00						\$40,000.00
	824302	PICKUP TRUCK (NEW) UNIT 109 **824302	\$64,855.00	\$64,855.00	\$0.00						\$64,855.00
	825304	PICKUP TRUCK (NEW) **825304	\$65,000.00	\$65,000.00		\$0.00					\$65,000.00
	822627	PROTECTIVE GRATING **822627	\$27,142.00	\$27,142.00	\$0.00						\$27,142.00
Total 0362 WWTP/Sewer			\$22,963,160.00	\$1,040,268.00	\$884,846.00	\$1,481,600.00	\$5,986,602.00	\$4,492,490.00	\$4,889,816.00	\$4,187,538.00	\$22,963,160.00
0391 Water		Beginning Fund (estimated) balance available			-\$758,777.00	\$2,368,310.30	\$3,384,480.80	\$3,332,823.80	\$4,343,976.80	\$8,617,176.80	
		Capital requests			-\$2,479,464.70	-\$8,555,271.50	-\$5,051,657.00	-\$3,988,847.00	-\$726,800.00	-\$3,173,600.00	
		Estimated revenue			\$5,000,000.00	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00	
		Grant funding			\$606,552.00	\$4,571,442.00					
		Ending Fund balance available			\$2,368,310.30	\$3,384,480.80	\$3,332,823.80	\$4,343,976.80	\$8,617,176.80	\$10,443,576.80	
0391 Water	NEW	EQUIPMENT FOR CONSTRUCTION INSPECTORS AND USA POSITION (MULTI-FUNDED)	\$7,500.00		\$7,500.00						\$7,500.00
	NEW	UTILITY TRUCK FOR USA POSITION (MULTI-FUNDED)	\$10,750.00		\$10,750.00						\$10,750.00
	NEW	PUBLIC WORKS BUILDING REMODEL (MULTI FUNDED)	\$16,003.20		\$1,833.70	\$14,169.50					\$16,003.20
	NEW	CHINA ALLEY - UTILITY REPLACEMENT /RECONSTRUCTION (MULTI-FUNDED)	\$375,000.00			\$30,000.00	\$345,000.00				\$375,000.00
	NEW	WATER DEPT. TRUCK 1-TON/ RPL 97 (MULTI-FUNDED)	\$40,781.00		\$40,781.00						\$40,781.00
	NEW	WATER DEPT. TRUCK/ RPL 58	\$64,329.00		\$64,329.00						\$64,329.00
	NEW	WATER DEPT. TRUCK (EV)/ RPL 75	\$58,366.00		\$58,366.00						\$58,366.00
	NEW	WATER DEPT. TRUCK (EV)/ RPL 69	\$58,366.00		\$58,366.00						\$58,366.00
	NEW	LACEY BLVD WIDEN/RECONST MAGNA CARTA TO 13TH (MULTI-FUNDED)	\$500,000.00					\$500,000.00			\$500,000.00
	822635	WATER MAIN REPL PROGRAM **822635	\$1,400,000.00		\$700,000.00		\$700,000.00				\$1,400,000.00
	823619	LACEY WIDEN/RECON/10TH-SIERRA **823619	\$950,660.00	\$950,660.00	\$0.00						\$950,660.00
	NEW	INDUSTRIAL PARK WATER MAIN LOOP AND 500K GAL TANK-CONTINGENT ON GRANT FUNDING	\$5,177,994.00		\$606,552.00	\$4,571,442.00					\$5,177,994.00
	NEW	ANNUAL WATER INFRASTRUCTURE MAINT IMPROVEMENT PROJECT	\$9,774,600.00		\$236,600.00	\$2,864,000.00	\$248,400.00	\$3,007,200.00	\$260,800.00	\$3,157,600.00	\$9,774,600.00
	NEW	PUBLIC WORKS ENCLOSED WAREHOUSE (MULTI-FUNDED)	\$200,000.00				\$200,000.00				\$200,000.00
	825604	CITY STANDARD PLANS AND SPECS UPDATE **825604	\$20,000.00	\$20,000.00							\$20,000.00
	NEW	9TH AVE ST FRONTAGE AT HEROES PARK (MULTI-FUNDED)	\$654,577.00		\$22,660.00	\$39,660.00	\$592,257.00				\$654,577.00
	NEW	REPLACE GENERATOR TO WELL #35 AT FIRE STATION NO.1 / RPL 323 (MULTI-FUNDED)	\$25,727.00		\$25,727.00						\$25,727.00
	NEW	TANK 4 BOOSTER PUMP(S) UPGRADE	\$50,000.00		\$50,000.00						\$50,000.00
	NEW	ANNUAL WELL INSPECTION	\$96,000.00		\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$96,000.00
	NEW	NEW WATER TANK RESERVOIR #6B (MULTI-FUNDED)	\$15,647.00					\$15,647.00			\$15,647.00
	NEW	PURCHASE TWO REPLACEMENT WELL MOTORS	\$60,000.00		\$60,000.00						\$60,000.00
	NEW	REPLACE CHLORINE PUMPS CITYWIDE	\$140,000.00		\$70,000.00	\$70,000.00					\$140,000.00
	NEW	WELL 45 ARSENIC TREATMENT	\$3,000,000.00			\$500,000.00	\$2,500,000.00				\$3,000,000.00
	825608	WELL MEDIA FILTRATION **825608	\$1,500,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00		\$1,500,000.00
	822634	WATER SYS SECURITY UPGRADES **822634	\$615,740.00	\$615,740.00	\$0.00						\$615,740.00
	823640	INDUSTRIAL PARK WATER STORAGE **823640 (MULTI-FUNDED)	\$7,595,846.00	\$7,595,846.00	\$0.00						\$7,595,846.00
	824609	WELL PUMP REHAB/WELL 42 AND WELL 38 **824609	\$220,000.00	\$120,000.00	\$100,000.00						\$220,000.00
	823637	NEW WATER SUPPLY WELL 51 & 52 **823637	\$3,194,504.00	\$3,194,504.00	\$0.00						\$3,194,504.00

CITY OF HANFORD
Capital Improvement Program Fiscal Years 2026-2030

Funding Source	Project Number	Request Title	Project Total	Historical	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
	825600	BADGER METER REPLACEMENT **825600	\$16,526,600.00	\$16,526,600.00	\$0.00						\$16,526,600.00
	823635	METER REPAIR/REPLACEMENT PROGRAM **823635	\$1,019,585.00	\$119,585.00	\$100,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00		\$1,019,585.00
Total 0391 Water			\$53,368,575.20	\$29,392,935.00	\$2,479,464.70	\$8,555,271.50	\$5,051,657.00	\$3,988,847.00	\$726,800.00	\$3,173,600.00	\$53,368,575.20
0414 Computer Replacement Reserve		Beginning Fund (estimated) balance available			\$406,698.00	\$113,698.00	\$72,698.00	\$72,698.00	\$72,698.00	\$72,698.00	
		Capital requests			-\$293,000.00	-\$41,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Ending Fund balance available			\$113,698.00	\$72,698.00	\$72,698.00	\$72,698.00	\$72,698.00	\$72,698.00	
0414 Computer Replacement Reserve	NEW	VXRAIL SERVERS REPLACEMENT AND GENERATOR PURCHASE	\$250,000.00		\$250,000.00						\$250,000.00
	800121	FY COMPUTER REPLACEMENTS **800121	\$117,180.00	\$33,180.00	\$43,000.00	\$41,000.00					\$117,180.00
Total 0414 Computer Replacement Reserve			\$367,180.00	\$33,180.00	\$293,000.00	\$41,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$367,180.00
0415 Information Technology		Beginning Fund (estimated) balance available			-\$245,891.00	-\$245,891.00	-\$245,891.00	-\$282,726.00	-\$282,726.00	-\$282,726.00	
		Capital requests			\$0.00	\$0.00	-\$36,835.00	\$0.00	\$0.00	\$0.00	
		Estimated revenue			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Ending Fund balance available			-\$245,891.00	-\$245,891.00	-\$282,726.00	-\$282,726.00	-\$282,726.00	-\$282,726.00	
0415 Information Technology	NEW	IT DEPT. VEHICLE/ RPL 105	\$36,835.00				\$36,835.00				\$36,835.00
Total 0415 Information Technology			\$36,835.00	\$0.00	\$0.00	\$0.00	\$36,835.00	\$0.00	\$0.00	\$0.00	\$36,835.00
0416 Bldg Maint		Beginning Fund (estimated) balance available			\$153,547.00	\$72,013.00	\$2,939.00	-\$38,147.00	-\$38,147.00	-\$38,147.00	
		Capital requests			-\$81,534.00	-\$69,074.00	-\$41,086.00	\$0.00	\$0.00	\$0.00	
		Estimated revenue			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Ending Fund balance available			\$72,013.00	\$2,939.00	-\$38,147.00	-\$38,147.00	-\$38,147.00	-\$38,147.00	
0416 Bldg Maint	NEW	BUILDING MAINT. TRUCK/ RPL 94	\$64,329.00		\$64,329.00						\$64,329.00
	NEW	BUILDING MAINT. TRUCK (EV)/ RPL 303	\$58,366.00			\$58,366.00					\$58,366.00
	NEW	BUILDING MAINT. TRUCK (EV)/ RPL 120 (MULTI-FUNDED)	\$41,086.00				\$41,086.00				\$41,086.00
	NEW	(33) 8FT LONG FOLDING TABLES FOR CIVIC	\$10,708.00			\$10,708.00					\$10,708.00
	NEW	(32) 8FT FOLDING TABLES (18) ROUND TABLES FOR CIVIC	\$17,205.00		\$17,205.00						\$17,205.00
Total 0416 Building Maint			\$191,694.00	\$0.00	\$81,534.00	\$69,074.00	\$41,086.00	\$0.00	\$0.00	\$0.00	\$191,694.00
0417 Building Reserves		Beginning Fund (estimated) balance available			\$1,064,643.00	\$772,742.00	\$60,951.00	-\$247,874.00	-\$388,481.00	-\$534,713.00	
		Capital requests			-\$291,901.00	-\$711,791.00	-\$308,825.00	-\$140,607.00	-\$146,232.00	-\$152,081.00	
		Ending Fund balance available			\$772,742.00	\$60,951.00	-\$247,874.00	-\$388,481.00	-\$534,713.00	-\$686,794.00	
0417 Building Reserves	823602	VETERANS BUILDING REHAB (MULTI-FUNDED)-CONTINGENT ON GRANT FUNDING **823602	\$28,350.00	\$28,350.00							\$28,350.00
	NEW	PD - REPAINT INTERIOR	\$52,150.00				\$52,150.00				\$52,150.00
	NEW	PD - REPAINT EXTERIOR	\$45,675.00				\$45,675.00				\$45,675.00
	NEW	CITY HALL - REPAINT EXTERIOR AND REFINISH DOORS	\$32,791.00			\$32,791.00					\$32,791.00
	NEW	COE PARK - REPAINT EXTERIOR (MULTI-FUNDED)	\$8,745.00		\$8,745.00						\$8,745.00
	NEW	LONGFIELD CENTER - REPAINT EXTERIOR (MULTI-FUNDED)	\$65,160.00		\$65,160.00						\$65,160.00
	NEW	CIVIC AUD - REPLACE CARPET IN EAST WING (MULTI-FUNDED)	\$18,416.00		\$18,416.00						\$18,416.00
	NEW	CIVIC AUD - REPLACE RAMP DOORS (2 SETS) (MULTI-FUNDED)	\$19,080.00		\$19,080.00						\$19,080.00
	NEW	CARNEGIE BUILDING REHAB-CONTINGENT ON GRANT FUNDING (MULTI-FUNDED)	\$422,800.00		\$15,500.00	\$331,500.00	\$75,800.00				\$422,800.00
	NEW	TRANSFER ALL CITY FACILITIES TO VALLEY ALARM BURGLAR	\$17,500.00			\$17,500.00					\$17,500.00
	NEW	TRANSFER ALL CITY FACILITIES TO VALLEY ALARM FIRE	\$30,000.00			\$30,000.00					\$30,000.00
	NEW	FACILITIES MASTER PLAN	\$310,000.00		\$140,000.00	\$170,000.00					\$310,000.00
	NEW	ANNUAL FACILITY ADA IMPROVEMENTS	\$729,120.00		\$25,000.00	\$130,000.00	\$135,200.00	\$140,607.00	\$146,232.00	\$152,081.00	\$729,120.00

CITY OF HANFORD
Capital Improvement Program Fiscal Years 2026-2030

Funding Source	Project Number	Request Title	Project Total	Historical	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
	824603	CARNEGIE BUILDING ROOF UNDERLAYMENT REPLACEMENT **824603	\$45,425.00	\$45,425.00	\$0.00						\$45,425.00
Total 0417 Building Reserves			\$1,825,212.00	\$73,775.00	\$291,901.00	\$711,791.00	\$308,825.00	\$140,607.00	\$146,232.00	\$152,081.00	\$1,825,212.00
0447 Fleet Operations		Beginning Fund (estimated) balance available			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Capital requests			-\$184,491.00	-\$36,835.00	-\$1,715,442.00	\$0.00	\$0.00	\$0.00	
		Estimated revenue			\$184,491.00	\$36,835.00	\$1,715,442.00	\$0.00	\$0.00	\$0.00	
		Ending Fund balance available			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0447 Fleet Operations	NEW	FLEET DEPT. VEHICLE/ RPL 329	\$36,835.00			\$36,835.00					\$36,835.00
	NEW	FLEET - FUEL DISPENSING CARD READER	\$150,000.00		\$150,000.00						\$150,000.00
	NEW	FLEET SHOP EQUIPMENT	\$34,491.00		\$34,491.00						\$34,491.00
	NEW	FLEET SHOP EXPANSION	\$1,715,442.00				\$1,715,442.00				\$1,715,442.00
Total 0447 Fleet Operations			\$1,936,768.00	\$0.00	\$184,491.00	\$36,835.00	\$1,715,442.00	\$0.00	\$0.00	\$0.00	\$1,936,768.00
0448 Fleet Reserve		Beginning Fund (estimated) balance available			\$18,397,857.00	\$18,068,069.00	\$18,055,199.00	\$16,944,837.00	\$16,912,937.00	\$16,912,937.00	
		Capital requests			-\$329,788.00	-\$12,870.00	-\$1,110,362.00	-\$31,900.00	\$0.00	-\$46,250.00	
		Ending Fund balance available			\$18,068,069.00	\$18,055,199.00	\$16,944,837.00	\$16,912,937.00	\$16,912,937.00	\$16,866,687.00	
0448 Fleet Reserve	NEW	CITY HALL GENERATOR/ RPL 379, SUPPORTS EOC (MULTI-FUNDED)	\$12,870.00			\$12,870.00					\$12,870.00
	NEW	PD GENERATOR/ RPL 224 (MULTI-FUNDED)	\$49,950.00				\$49,950.00				\$49,950.00
	NEW	REPLACE GENERATOR TO WELL #35 AT FIRE STATION NO.1 / RPL 323 (MULTI-FUNDED)	\$23,949.00		\$23,949.00						\$23,949.00
	NEW	WWTP TRUCK 1-TON/ RPL 108 (MULTI-FUNDED)	\$31,900.00					\$31,900.00			\$31,900.00
	NEW	WATER DEPT. TRUCK 1-TON/ RPL 97 (MULTI-FUNDED)	\$41,846.00		\$41,846.00						\$41,846.00
	NEW	WWTP TRUCK (EV)/ RPL 333 (MULTI-FUNDED)	\$14,020.00				\$14,020.00				\$14,020.00
	NEW	BUILDING MAINT. TRUCK (EV)/ RPL 120 (MULTI-FUNDED)	\$17,280.00				\$17,280.00				\$17,280.00
	NEW	PARKS DEPT. TRUCK/ RPL 65 (MULTI-FUNDED)	\$28,740.00				\$28,740.00				\$28,740.00
	NEW	PARKS DEPT. TRUCK/ RPL 68 (MULTI-FUNDED)	\$27,830.00				\$27,830.00				\$27,830.00
	NEW	PARKS DEPT. TRUCK/ RPL 64 (MULTI-FUNDED)	\$28,070.00				\$28,070.00				\$28,070.00
	NEW	BUILDING DEPT. TRUCK (EV)/ RPL 88 (MULTI-FUNDED)	\$17,840.00				\$17,840.00				\$17,840.00
	NEW	AIRPORT TRUCK (EV)/ RPL 63 (MULTI-FUNDED)	\$18,000.00		\$18,000.00						\$18,000.00
	NEW	PD MOTORCYCLE/ RPL 38	\$31,000.00				\$31,000.00				\$31,000.00
	NEW	STREETS DEPT. TRUCK/ RPL 136 (MULTI-FUNDED)	\$32,370.00				\$32,370.00				\$32,370.00
	NEW	PARKS DEPT. TRUCK/ RPL 62 (MULTI-FUNDED)	\$27,830.00				\$27,830.00				\$27,830.00
	NEW	REFUSE DEPT. REAR LOAD TRUCK/ RPL 157 (MULTI-FUNDED)	\$297,182.00				\$297,182.00				\$297,182.00
	NEW	REFUSE DEPT. REAR LOAD TRUCK/ RPL 154 (MULTI-FUNDED)	\$246,000.00				\$246,000.00				\$246,000.00
	NEW	REFUSE DEPT. REAR LOAD TRUCK/ RPL 153 (MULTI-FUNDED)	\$241,970.00				\$241,970.00				\$241,970.00
	NEW	WWTP TRUCK (EV)/ RPL 334 (MULTI-FUNDED)	\$17,820.00		\$17,820.00						\$17,820.00
	NEW	FIRE VEHICLE/ RPL 112 (MULTI-FUNDED)	\$32,970.00				\$32,970.00				\$32,970.00
	NEW	STREETS DEPT. ROLLER/ RPL 182 (MULTI-FUNDED)	\$56,300.00		\$56,300.00						\$56,300.00
	NEW	STREETS DEPT ASPHALT PATCH TRUCK /RPL 135 (MULTI-FUNDED)	\$168,890.00		\$168,890.00						\$168,890.00
	823304	WATER TRENCH WKR/REPL 320 **823304	\$5,500.00	\$2,517.00	\$2,983.00						\$5,500.00
	824301	FIRE ENGINE PUMPER/REPL 161 **824301	\$41,344.00	\$41,344.00	\$0.00						\$41,344.00
	825300	BATTALION CHIEF PICKUP (NEW) **825300	\$80,000.00	\$80,000.00	\$0.00						\$80,000.00
	NEW	FACILITY PICKUP TRUCK (EV)/ RPL 338 (MULTI-FUNDED)	\$17,310.00				\$17,310.00				\$17,310.00
	NEW	COLLECTION SERVICE TRUCK	\$46,250.00						\$0.00	\$46,250.00	\$46,250.00
	825301	VACUUM TRUCK (REPL 174) **825301	\$346,120.00	\$346,120.00	\$0.00						\$346,120.00
Total 0448 Fleet Reserve			\$2,001,151.00	\$469,981.00	\$329,788.00	\$12,870.00	\$1,110,362.00	\$31,900.00	\$0.00	\$46,250.00	\$2,001,151.00
0452 Aquatics Cap/Eq Repl Res		Beginning Fund (estimated) balance available			\$193,887.00	\$18,887.00	\$13,887.00	\$8,887.00	\$8,887.00	\$8,887.00	
		Capital requests			-\$175,000.00	-\$5,000.00	-\$5,000.00	\$0.00	\$0.00	\$0.00	
		Ending Fund balance available			\$18,887.00	\$13,887.00	\$8,887.00	\$8,887.00	\$8,887.00	\$8,887.00	

CITY OF HANFORD
Capital Improvement Program Fiscal Years 2026-2030

Funding Source	Project Number	Request Title	Project Total	Historical	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
0452 Aquatics Cap/Eq Repl Res	824617	PLUNGE WATER SLIDE REPAIR **824617	\$185,000.00		\$175,000.00	\$5,000.00	\$5,000.00				\$185,000.00
Total 0452 Aquatics Cap/Eq Repl Res			\$185,000.00	\$0.00	\$175,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$185,000.00
Total Funding Sources			\$462,441,351.57	\$59,098,605.00	\$35,750,246.10	\$44,177,901.50	\$129,433,039.97	\$86,862,665.00	\$47,577,449.00	\$59,541,445.00	\$462,441,351.57



AGENDA STAFF REPORT

MEETING DATE: 4/1/2025	AGENDA SECTION: STUDY SESSION
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SUBJECT:

Review of the Handbook of Rules and Procedures for the Hanford City Council and discussion of potential amendments

RECOMMENDATION:

Recommendation: Staff recommends that the City Council receive the presentation, review the Handbook, and provide direction to staff regarding any potential amendments that may be recommended by the majority of Council.

BACKGROUND:

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

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

At the November 7, 2023 City Council meeting, Council adopted Resolution 23-46-R, amending the Handbook of Rules and Procedures to include various amendments as recommended by Council. That version is attached and those amendments included:

- Clarification of the time frame for the selection of Mayor and Vice-Mayor and the procedure for selecting the officers
- Removal of city departments as that information is regularly updated in the Council-adopted budget
- Clarification on Study Sessions and the legal ability of Council to provide formal direction on those matters
- Amendments to the "Components of the Meeting" to reflect current practice
- Addition of a policy on the useage of electronic communication by Council members while on the dais

Staff will make a presentation to Council regarding the various sections of the Handbook and provide detail into those sections that relate to recent Council discussions or Public Comment at meetings.

FISCAL IMPACT:

No fiscal impact as a result of this presentation and review.

ATTACHMENTS:

1. Handbook of Rules and Procedures - 2023 Final
2. Professional Governance Standards
3. Limited Public Forum advice
4. A City Council Member's Role With Respect to Individual City Employees

HANDBOOK OF RULES AND PROCEDURES

HANFORD CITY COUNCIL



PREFACE

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

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

Adopted: June 21, 2016

Resolution: 16-31-R

Amended: June 6, 2017

Resolution: 17-34-R

Amended: August 15, 2017

Resolution: 17-44-R

Amended: July 7, 2020

Resolution: 20-14-R

Amended: November 7, 2023

Resolution: 23-46-R

TABLE OF CONTENTS

CHAPTER 1 – GENERAL POWERS AND DUTIES

A. The City of Hanford	1
B. Council Elections	1
C. Vacancies.....	2
D. Mayor/Vice Mayor Selection.....	2
E. Mayor as Presiding Officer and Duties Thereto	2
F. Vice Mayor.....	2
G. Compensation	3
H. City Manager	3
I. City Clerk	3
J. City Attorney.....	4
K. Triangle of Policy, Process & Product	5
L. Municipal Code	5
M. Interference in Staff Functions	5

CHAPTER 2 – CITY COUNCIL MEETINGS

A. Rules of Order	6
B. Regular Meetings	6
C. Special Meetings	6
D. Study Sessions.....	6
E. Closed Sessions.....	7
F. Emergency Meetings	8
G. Agenda.....	8
H. Call to Order	8
I. Quorum.....	8
J. Lack of Quorum.....	8
K. Rules of Discussion	9
1. Motions	9
2. Voting.....	9
3. Abstention/Recuse: Conflict of Interest	9
4. Tie Votes.....	10
L. Recognition to Speak, Council Member	10
1. Interruptions	10
2. Public Hearings.....	10
M. Council Members' Obligation After Absence.....	10
N. Adjournment of Meeting	10
O. Recess	11
P. Agenda Items of Order	11
Q. Audio Recordings.....	11
R. Video Recordings	11
S. Agenda Format for Meetings	11
T. Components of Meeting.....	12

1. Public Comments	12
2. Staff Communications	12
3. Consent Calendar	12
4. Public Hearings	12
5. General Business.....	13
6. Council Reports/Comments	13
U. Ordinances.....	13
V. Resolutions.....	14
W. Recognitions/Proclamations	14
X. Minutes.....	14
Y. Appeals	14

CHAPTER 3 - DECORUM

A. Enforcement of Decorum.....	15
B. Conduct in the City Council Chambers.....	15
1. Council Chambers Defined	15
2. Council Dais	15
3. Rules of Decorum for the Public.....	15
4. Rules of Conduct and Safety.....	16
5. Removal from the Council Chambers	16
C. Courtesy.....	16
1. Council Members	16
2. Public Speakers	16
D. Disciplining a Disruptive Member	17
E. Noise in the Lobby.....	18
F. Distribution of Literature and Other Materials in City Council Chambers	18

CHAPTER 4 – PROCLAMATIONS, CERTIFICATES, AND OTHER ACCOLADES

A. Purpose	19
B. Guidelines	19
C. Policy.....	19

CHAPTER 5 – ADMINISTRATIVE RULES

A. Rules and Procedures Administration	21
1. Review of City Council Rules and Procedures.....	21
2. Adherence to Rules and Procedures	21
3. City Attorney as Rules and Procedures Advisor.....	21
B. Conflict with City Municipal Code, Administration Policies, State or Federal Law	21

CHAPTER 1 GENERAL INFORMATION, POWERS AND DUTIES

A. THE CITY OF HANFORD

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

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

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

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

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

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

B. COUNCIL ELECTIONS

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

C. VACANCIES

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

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

D. MAYOR/VICE MAYOR SELECTION

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

In alternating years (i.e. when there is no General Municipal Election) the Mayor and Vice-Mayor shall be selected at the first Regular City Council meeting in December. The selection process is conducted pursuant to Robert's Rules of Order as Rosenberg's Rules is silent on the matter.

Consistent with Robert's Rules, the City Attorney shall oversee the nominations and elections of the Mayor and Vice-Mayor. Council members may nominate one or more candidates. The different names shall be repeated by the City Attorney as they are made, and then the vote is taken on each in the order in which they were nominated, until one is elected. The nominations need not be seconded. These positions typically serve a period of one (1) year.

Although the Mayor and the Vice-Mayor have additional ceremonial, parliamentary and administrative responsibilities as described below and elsewhere in this Handbook, with respect to the establishment of policies, voting, and in other significant areas, all members are equal.

E. MAYOR AS PRESIDING OFFICER AND DUTIES THERETO

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

The Mayor shall preserve strict order and decorum at all times. The Mayor shall state each item coming before the City Council, and shall upon conclusion of said

presentation related thereto call for the vote. Following the vote, the Mayor shall announce the results of the vote. The Mayor is eligible to vote on all motions, and shall direct the order of participation of Council Members. The Mayor shall, in all instances, have the last chance to speak. The Mayor shall sign all ordinances and resolutions adopted by the City Council during the Mayor's presence. The Mayor shall sign all agreements and/or contracts, except where otherwise instructed or set forth by policy.

F. VICE MAYOR

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

G. COMPENSATION

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

H. CITY MANAGER

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

I. CITY CLERK

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

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

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

J. CITY ATTORNEY

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

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

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

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

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

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

K. TRIANGLE OF POLICY, PROCESS & PRODUCT

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

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

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

L. MUNICIPAL CODE

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

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

M. INTERFERENCE IN STAFF FUNCTIONS

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

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

CHAPTER 2 CITY COUNCIL MEETINGS

A. RULES OF ORDER

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

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

B. REGULAR MEETINGS

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

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

C. SPECIAL MEETINGS

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

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

D. STUDY SESSIONS

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

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

E. CLOSED SESSIONS

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

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

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

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

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

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

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

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

F. EMERGENCY MEETINGS

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

G. AGENDA

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

H. CALL TO ORDER

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

I. QUORUM

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

J. LACK OF QUORUM

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

K. RULES OF DISCUSSION

1. Motions

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

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

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

2. Voting

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

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

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

3. Abstention/Recuse: Conflict of Interest

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

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

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

4. Tie Votes

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

L. RECOGNITION TO SPEAK, COUNCIL MEMBER

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

1. Interruptions:

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

2. Public Hearings:

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

N. ADJOURNMENT OF MEETING

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

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

O. RECESS

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

P. AGENDA ITEMS OUT OF ORDER

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

Q. AUDIO RECORDINGS

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

R. VIDEO RECORDINGS

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

S. AGENDA FORMAT FOR MEETINGS

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

T. COMPONENTS OF MEETING

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

1. Public Comments

For regular meetings, this is the time for citizens to comment on subject matters within the jurisdiction of the Hanford City Council, including matters listed on the meeting's agenda and other matters not appearing on the agenda. For special meetings, citizen comments are, pursuant to the Brown Act (Government Code § 54950, *et seq.*) limited to matters on the agenda, and public comment will be accepted **after** each agenda item. The Council cannot legally discuss or take official action on citizen requests that are introduced under this section.

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

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

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

2. Council Reports/General Reports

Brief, information-only reports, from City Council and/or Staff may provide updates to the City Council on major events or projects that may be of public interest. This is also the time for Council members to provide committee reports and to report on any meetings attended at the City's expense.

3. Consent Calendar

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

4. Public Hearings

A public hearing is only required where a specific law or ordinance applicable to the item expressly requires a hearing or a hearing is required for constitutional reasons (usually to ensure "due process"). Sometimes

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

5. General Business

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

6. Items for Future Agendas

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

U. ORDINANCES

Ordinances are the laws of the municipality. City councils are given the power to pass ordinances by Government Code Section 37100 as long as those ordinances are not in conflict with the laws and Constitution of the State of California or the United States. Approval of an ordinance requires a first reading or introduction and a second reading and adoption, with at least five days between readings (except an urgency ordinance). The passage of an ordinance requires the affirmative votes of at least three (3) council members. The ordinance or a summary is then published in the local newspaper and becomes effective thirty (30) days later. The thirty (30) day time frame is known as a referendum period. A referendum period is required by state law and is a time frame in which any citizen can file a petition challenging the legality of a recently adopted ordinance. An ordinance is an action that can be repealed or amended only by a subsequent ordinance.

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

V. RESOLUTIONS

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

W. RECOGNITIONS/PROCLAMATIONS

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

X. MINUTES

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

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

Y. APPEALS

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

CHAPTER 3 DECORUM

A. ENFORCEMENT OF DECORUM

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

B. CONDUCT IN THE CITY COUNCIL CHAMBERS

1. Council Chambers Defined

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

2. Council Dais

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

3. Usage of Electronic Communication Devices at the Dais

It shall be the policy of the City Council that City Council Members, and any other members of the City's Boards, Commissions, and Committees, shall not use electronic communications (i.e. text, emails) with anyone in the public, or between themselves, while at the dais and/or participating in a public meeting. Nothing in this policy shall preclude a Council Member from having their phone on the dais with them in the event of an emergency.

4. Rules of Decorum for the Public

Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, and stamping of feet or other acts which disturb, disrupt, impede or otherwise render the orderly conduct of the city meeting infeasible. A member of the audience engaging in any such conduct shall, at the discretion of the presiding officer or a majority of the City Council,

be subject to ejection from the meeting per Government Code Section 54954.3(c).

5. Rules of Conduct and Safety

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

6. Removal from the Council Chambers

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

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

C. COURTESY

1. Council Members

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

2. Public Speakers

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

While the City Council meeting is in session, all persons must preserve order and decorum. A person who addresses the City Council under a specific agenda item or under Public Comments may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is outside of the Council's jurisdiction, repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

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

D. DISCIPLINING A DISRUPTIVE MEMBER

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

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

In some instances meeting one-on-one outside of a public meeting can rectify a misunderstanding or correct inappropriate behavior. The manner in which a situation is addressed may be on a case by case basis. If the behavior continues

or if the actions are more severe, the City Council may determine other methods of discipline.

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

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

E. NOISE IN THE LOBBY

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

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

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

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

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

CHAPTER 4

PROCLAMATIONS, CERTIFICATES, AND OTHER ACCOLADES

A. PURPOSE

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

B. GUIDELINES

The following are basic guidelines for recognition.

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

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

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

C. POLICY

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

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

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

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

CHAPTER 6 ADMINISTRATIVE RULES

A. RULES AND PROCEDURES ADMINISTRATION

- 1. Review of City Council Rules and Procedures** – The Council will review and revise the Handbook of Rules and Procedures as needed.
- 2. Adherence to Rules and Procedures** – During City Council discussions, deliberations and proceedings, the Mayor bears the primary responsibility to ensure that the City Council, staff and members of the public adhere to the Council's adopted protocol.
- 3. City Attorney as Rules and Procedures Advisor** – With the consensus of a majority of the Council, the City Attorney may be directed to interpret the City Council's adopted Rules and Procedures and proposed changes.
- 4.**

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

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



PROFESSIONAL GOVERNANCE STANDARDS

The Individual Council Member

In California's public governance system, a councilmember is a person elected or appointed to serve on a city council. Individual council members bring unique skills, values and beliefs to their council. In order to govern effectively, individual council members must work with each other and the city manager to ensure a high quality of living for all Hanford citizens.

TO BE EFFECTIVE, AN INDIVIDUAL COUNCIL MEMBER:

1. Keeps ongoing oversight and monitoring of City-adopted Goals and objectives as the primary focus.
2. Values, supports and advocates for all citizens throughout the City of Hanford.
3. Recognizes and respects differences of perspective and style on the council and among staff, and the community.
4. Acts with dignity, and understands the implications of personal demeanor and behavior.
5. Keeps confidential matters confidential.
6. Participates in professional development and commits the time and energy necessary to be an informed and effective leader.
7. Understands the distinctions between council and staff roles, and refrains from performing management functions that are the responsibility of the city manager and staff.
8. Understands that authority rests with the council as a whole and not with individuals.



PROFESSIONAL GOVERNANCE STANDARDS

The Council as a Governing Body

Councils, not individual council members, govern Cities. While understanding their separate roles, the council and city manager work together as a “governance team.” This team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively.

TO OPERATE EFFECTIVELY, THE COUNCIL MUST HAVE A UNITY OF PURPOSE AND:

1. Keep the city focused on quality of living for all Hanford citizens.
2. Communicate a common vision.
3. Operate openly, with trust and integrity.
4. Govern in a dignified and professional manner, treating everyone with civility and respect.
5. Govern within city-adopted policies, codes, ordinances and procedures.
6. Take collective responsibility for the council’s performance.
7. Periodically evaluate its own effectiveness.
8. Ensure opportunities for the diverse range of views in the community to inform council deliberations.



PROFESSIONAL GOVERNANCE STANDARDS

The Council's Job

The primary responsibilities of the council are to set a direction for the city, provide a structure by establishing policies, ensure accountability and provide community leadership on behalf of the city and all its citizens. To fulfill these responsibilities, there are a number of specific jobs that effective councils must carry out.

EFFECTIVE COUNCILS:

1. Involve the community and staff in striving toward a common vision for the city focused on quality of living and responsive to the needs of all citizens.
2. Adopt, evaluate and update policies, codes and ordinances consistent with the law and the city's vision and goals.
3. Maintain accountability by adopting annual goals and monitoring progress through measurable objectives.
4. Hire and support the city manager so that the vision, goals and policies of the city can be implemented.
5. Conduct regular and timely evaluations of the city manager based on the goals and performance of the city, and ensure that the city manager holds city personnel accountable.
6. Adopt a fiscally responsible budget based on the city's vision and goals, and regularly monitor the fiscal health of the city.
7. Ensure that a safe, healthy and appropriate public environment is provided to all citizens.
8. Establish a framework for the city's collective bargaining process and adopt responsible agreements.
9. Provide community leadership on city issues and advocate on behalf of Hanford citizens at the local, state and federal levels.



Dealing With Difficult Situations at City Council Meetings: Legal and Practical Considerations for City Attorneys

Friday, May 10, 2013 General Session; 10:30 – 11:15 a.m.

David Kahn, Renne Sloan Holtzman Sakai

**Facilitated by: Michael Jenkins, City Attorney, Hermosa Beach, Rolling Hills
and West Hollywood**

Notes: _____

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Dealings With Disruptions at Public Meetings: Legal and Practical Considerations for the Public Attorney

by

**Randy Riddle, Esq.
David E. Kahn Esq.**



Renne Sloan Holtzman Sakai
Public Law Group™

**350 SANSOME ST., SUITE 300
SAN FRANCISCO, CA 94104
TELEPHONE: (415) 678-3800**



TABLE OF CONTENTS

Introduction	1
The Legal Framework	1
The Brown Act	1
Other Statutory Provisions	3
First Amendment Principles Governing Legislative Body Meetings	4
General Considerations for Mitigating Disruptive Conduct	7
Dealing With Specific Types of Disruptive Conduct By Members of the Public	9
Practical Pointers	13



DEALINGS WITH DISRUPTIONS AT PUBLIC MEETINGS: LEGAL AND PRACTICAL CONSIDERATIONS FOR THE PUBLIC ATTORNEY

Introduction

The Ralph M. Brown Act,¹ as well as court decisions applying broader constitutional principles, recognizes the general right of the public to attend and, to some extent participate in, meetings of local legislative bodies.² Those meetings often involve controversial, divisive and highly charged issues that can result in disruptions by members of the public and, at times, by members of the legislative body itself. This article discusses both legal and practical considerations for resolving disruptions at public meetings, with a focus on the role of the public attorney.

The Legal Framework

A local legislative body seeking to address a disruption in its meetings must do so consistent with governing law, including the Brown Act, other state statutory provisions, and First Amendment considerations developed by federal and state courts. A public attorney plays a critical role in advising his or her clients about these legal constraints, and providing practical recommendations for conducting effective meetings with these legal considerations in mind.

The Brown Act

The primary body of law governing the conduct of meetings of local legislative bodies in California is the Brown Act. This discussion focuses on those provisions of the Brown Act that address participation by members in meetings of legislative bodies, and the authority of those bodies to address behavior that disrupts the ability of the body to conduct the public's business. For a more comprehensive guide to the Brown Act, refer to *Open & Public IV: A Guide to the Ralph M. Brown Act*, published by the League of California Cities.³

¹ Government Code section 54950 *et seq.*

² The Brown Act applies to "legislative bodies" which is defined in Government Code section 54952.

³ This excellent publication is available at <http://www.cacities.org/UploadedFiles/LeagueInternet/86/86f75625-b7df-4fc8-ab60-de577631ef1e.pdf>. The Attorney General's 2003 guide to the Brown Act, although now somewhat out of date, is another valuable source of information about this statutory scheme: http://caag.state.ca.us/publications/2003_Main_BrownAct.pdf.



The Brown Act seeks to strike a balance between the right of the public to participate in meetings of their legislative bodies with the need for those bodies to conduct the public's business effectively and productively. Of course, the extent to which the Brown Act strikes the proper balance is a matter for debate.

The Brown Act generally requires the public's business to be conducted in open and public meetings, and that the public be provided prior notice of the matters that will be considered at a meeting.⁴ The Brown Act also recognizes the right of the public to participate in meetings by providing comment on agenda items, and on matters not on the agenda but within the subject matter jurisdiction of the body.⁵ Moreover, individuals, as well as members of the news media, may record public meetings.⁶

The Brown Act specifically provides that a legislative body may not "prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body."⁷ Federal courts, employing a First Amendment analysis, have similarly invalidated rules aimed at shielding public employees and officials from public criticism at meetings.⁸

The Brown Act authorizes legislative bodies to adopt reasonable regulations on public participation. This authority includes adopting regulations on public testimony.⁹ Such regulations must be enforced fairly and without regard to the viewpoint of the speaker. Similarly, the body may regulate the recording or broadcast of the meeting upon making a

⁴ Government Code §§ 54953 and 54954.

⁵ Government Code § 54954.3; see *Galbiso v. Orosi Public Utility Dist.* (2008) 167 Cal.App.4th 1063, 1075 (The Brown Act's objectives "include facilitating participation in local government decisions. . . .").

⁶ Government Code § 54953.3.

⁷ Government Code § 54953.3.

⁸ See *Baca v. Moreno Valley Unified School Dist.* (C.D. Cal. 1996) 936 F.Supp. 719; *Leventhal v. Vista Unified School Dist.* (S.D. Cal. 1997) 973 F.Supp. 951.

⁹ Government Code § 54953.3.



finding that the noise, illumination, or obstruction of view from the recording would constitute a persistent disruption of the proceedings.¹⁰

Significantly, the Brown Act also expressly authorizes the legislative body to remove from a meeting those persons who willfully interrupt the proceedings.¹¹ If order still cannot be restored, the legislative body may order that the room be cleared. The legislative body must allow members of the news media who have not participated in the disturbance to remain in the meeting room and observe the meeting. The legislative body may establish a process to permit individuals not responsible for the disturbance to reenter the meeting room.¹²

Other Statutory Provisions

Independently of the Brown Act, California Penal Code section 403 makes it a misdemeanor to willfully disturb or break up a lawful assembly or meeting unless the person has legal authority to do so. *McMahon v. Albany Unified School District*¹³ discusses the application of this statute.

In *McMahon*, the plaintiff dumped bags of garbage on the floor during a school board meeting. He was arrested for violating section 403, and sued for unlawful arrest. The court concluded that the plaintiff's arrest was proper because he initially had been warned not to dump the trash, and the body was unable to proceed with the meeting because of plaintiff's conduct. As the court explained, absent arresting the plaintiff, “[e]ither the meeting would have been further delayed at some point while McMahon picked up the garbage or other speakers would have had to stand near the trash in order to address the board and audience members would have been forced to peer over a mound of garbage in order to watch a public body perform its duty.”¹⁴ Accordingly, the court concluded, the trash dumping did not merely “disturb the sensibilities” of the board members. Rather, it actually impaired the ability of the body to effectively conduct its meeting.

Finally, California Government Code section 36813 – which is not part of the Brown Act – authorizes a city council to address disruptions by members of the council. That provision states

¹⁰ Government Code §§ 54953.5 and 54953.6.

¹¹ Government Code § 54957.9.

¹² *Ibid.*

¹³ (2002) 104 Cal.App,4th 1275.

¹⁴ *Id.* at 1289.



that a city council “may punish a member or other person for disorderly behavior at a meeting.” In exercising this authority, the council must act within constitutional constraints.¹⁵

First Amendment Principles Governing Legislative Body Meetings

Providing advice to a body about its ability to address disruptions of its meetings would be difficult enough if the governing law consisted solely of these state statutory provisions. Courts, however, have concluded that a city council meeting is a *limited* public forum for purposes of First Amendment analysis.¹⁶ As the Ninth Circuit has explained, “[c]itizens have an enormous first amendment interest in directing speech about public issues to those who govern their city.”¹⁷ Accordingly, the provisions of the Brown Act and Penal Code section 403 authorizing the legislative body to address disruptions must be implemented consistent with First Amendment principles.

In *White v. City of Norwalk*, the Ninth Circuit Court upheld a city ordinance that authorized the city council to order removed individuals who uttered “personal, impertinent, slanderous or profane” remarks if the remarks “disrupted, disturbed, or otherwise impeded” the conduct of the meetings. The court explained that the presiding officer should not rule speech out of order “simply because he disagrees with it, or because it employs words he does not like.”¹⁸ The court explained, however, that under the challenged ordinance, “[s]peakers are subject to restriction only when their speech ‘disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting.’ So limited, we cannot say that the ordinance on its face is substantially and fatally overbroad.”¹⁹ More specifically, the court stated:

A speaker may disrupt a Council meeting by speaking too long, by being unduly repetitious, or by extended discussion of irrelevancies. The meeting is disrupted because the Council is prevented from accomplishing its business in a reasonably efficient

¹⁵ See *Nevens v. City of Chino* (1965) 233 Cal.App.2d 775, 778 (in invalidating prohibition on tape recording city council meetings, court explained that rules adopted under section 36813 cannot be “too arbitrary and capricious, too restrictive and unreasonable.”).

¹⁶ *White v. City of Norwalk* (9th Cir. 1990) 900 F.2d 1421, 1425.

¹⁷ *Ibid.*

¹⁸ *Ibid.*

¹⁹ *Ibid.*



manner. Indeed, such conduct may interfere with the rights of other speakers.

Of course the point at which speech becomes unduly repetitious or largely irrelevant is not mathematically determinable. The role of a moderator involves a great deal of discretion. Undoubtedly, abuses can occur, as when a moderator rules speech out of order simply because he disagrees with it, or because it employs words he does not like. But no such abuses are written into Norwalk's ordinance, as the City and we interpret it. Speakers are subject to restriction only when their speech 'disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting.' So limited, we cannot say that the ordinance on its face is substantially and fatally overbroad.²⁰

In *Norse v. City of Santa Cruz*,²¹ the Ninth Circuit explained that city councils may "regulate not only the time, place, and manner of speech in a limited public forum, but also the content of speech – as long as content-based regulations are viewpoint neutral and enforced that way."²² Indeed, the city council may "close an open meeting by declaring that the public has no First Amendment right whatsoever once the public comment period has closed."²³

²⁰ *Ibid.*; see also *Steinburg v. Chesterfield County Planning Comm'n* (4th Cir. 2008) 527 F.3d 377, 384-385 (rejecting First Amendment challenge to removal of individual for failing to address matters relevant to the subject of the meeting); *Rowe v. City of Cocoa* (11th Cir. 2004) 358 F.3d 800, 803 ("As a limited public forum, a city council meeting is not open for endless public commentary speech but instead is simply a limited platform to discuss the topic at hand"); *Eichenlaub v. Township of Indiana* (3d Cir. 2004) 385 F.3d 274, 281 (body may remove a "repetitive and truculent" speaker in order to prevent 'badgering' and 'constant interruptions.');" *Galena v. Leone* 199 (3d Cir. 2011) 638 F.3d 186 (member of the public who continues to interrupt meeting by making "objections" may be removed from meeting); *Jones v. Heyman* (11th Cir. 1989) 888 F.2d 1328, 1329 (presiding officer may require that speakers adhere to the agenda); *Scroggins v. City of Topeka, Kansas* (D. Kan. 1998) 2 F.Supp.2d 1362 (upholding a viewpoint neutral city council rule prohibiting personal attacks); but see *Richard v. City of Pasadena* (C.D. Cal. 1995) 889 F.Supp. 384 (invalidating rule requiring members of the city council "[t]o perform responsibilities in a manner that is efficient, courteous, responsive and impartial" on the ground that it was unconstitutionally vague and did not require that the regulated conduct be disruptive); see generally *But It's My Turn to Speak! When Can Unruly Speakers at Public Hearings Be Forced to Leave or Be Quiet* (2009) 41 Urb.Law 579.

²¹ (9th Cir. 2010) 629 F.3d 966.

²² *Id.* at 975.

²³ *Ibid.*



The *Norse* court emphasized, however, that city councils may not “extinguish all First Amendment rights” at a public meeting.²⁴ For example, a member of the public may not be ordered removed from the meeting merely for making an inflammatory gesture, such as a “Nazi salute,” unless this conduct was itself *actually* disruptive.²⁵ The court in *Norse* emphasized that city councils are not free to define “disruption” in whatever manner they choose. Rather, the court explained that “[a]ctual disruption means actual disruption. It does not mean constructive disruption, technical disruption, virtual disruption, *nunc pro tunc*²⁶ disruption, or imaginary disruption.”²⁷

The Ninth Circuit recently emphasized the requirement that both the city rules of order regulating conduct at public meetings – and the actual application of those rules – be limited to conduct that is *actually* disruptive, at least to the extent that the person is to be removed from the meeting for the conduct.²⁸ Because the challenged ordinance regulating “insolent” conduct during a meeting could not be narrowly construed to apply only when the “insolent” conduct actually disrupted the meeting, the court invalidated that provision of the ordinance.²⁹

In applying rules prohibiting disruptions of meetings, the requirement of viewpoint neutrality is critically important. Courts have invalidated orders that individuals be removed from meetings where the courts concluded that the actions were based on the viewpoints of the speakers, or speech offended the sensibilities of the public officials.³⁰

California courts have also applied First Amendment principles to limit the circumstances in which a body may order a member of the public removed from a meeting for behavior the body

²⁴ *Id.* at 975-976.

²⁵ *Id.* at 976; see also *Leonard v. Robinson* (6th Cir. 2007) 477 F.3d 347, 352 (single utterance of obscenity did not constitute disruption sufficient to justify individual’s removal from meeting).

²⁶ I.e., “disruption” that is determined retroactively.

²⁷ *Id.* at 976.

²⁸ *Acosta v. City of Costa Mesa* (9th Cir. 2012) 694 F.3d 960, 971-972.

²⁹ *Ibid.* The court, however, severed that provision from the ordinance to save it from complete invalidation. See *id.* at 977-978.

³⁰ *Norse, supra*, 629 F.3d at 976; see also *Monteiro v. City of Elizabeth* (3d Cir. 2006) 436 F.3d 397; *Musso v. Hourigan* (2d Cir. 1988) 836 F.2d 736, 739; *Kindt v. Santa Monica Rent Control Bd.* (9th Cir. 1995) 67 F.3d 266, 270-71 (“[L]imitations on speech at meetings must be reasonable and viewpoint neutral. . .”).



deems to be disruptive. *In re Kay*³¹ involved the scope of Penal Code section 403. The court recognized that the orderly conduct of public meetings protects the right to free speech because “[f]reedom of everyone to talk at once can destroy the right of anyone effectively to talk at all.”³² The court concluded, however, that Penal Code section 403 does not “grant to the police a ‘roving commission’ to enforce Robert’s Rules of Order.”³³

Accordingly, the court held that section 403 must be limited to those situations where a member of the public substantially impairs the conduct of the meeting by intentionally committing acts in violation of implicit customs or usages or of explicit rules for governance of the meeting, of which he knew, or as a reasonable man should have known.”³⁴ The court expressly cautioned that, “[i]f any audience participation is permitted the rules regulating who may speak cannot be used to silence a participant merely because his views happen to be unpopular with the audience or with the government sponsors of the meeting.”³⁵

General Considerations for Mitigating Disruptive Conduct

With these legal principles in mind, and before discussing specific disruptive situations, we will provide some general thoughts on steps that can be taken to prevent or reduce the degree of disruption at public meetings, based on our experience.

1. Encourage the Adoption of Council Rules That Clarify the Types of Behavior Deemed Disruptive.

Having specific rules that identify the types of conduct deemed disruptive, rather than have this issue addressed through ad hoc rulings, is a critical first step. In adopting your rules, look to rules that have been upheld by courts, such as those challenged in *White v. City of Norwalk*. Consistent with *Norwalk* and *Norse*, those rules should make clear that they prohibit only behavior that *actually* disrupts the meeting, and that they will be applied in a viewpoint neutral manner.

³¹ (1970) 1 Cal.3d 930.

³² *Id.* at 941.

³³ *Ibid.*

³⁴ *Id.* at 943.

³⁵ *Id.* at 943, fn.10.



2. If a Highly Charged Issue is on the Agenda, Encourage the Presiding Officer to Explain These Rules, and How They Will Be Applied.

We think that this practice serves multiple purposes. First, it reminds the presiding officer and other council members of how disruptions must be handled, and that the rules must be applied in an even-handed manner. Second, it lets the audience know at the outset that rules prohibit disruptions, and what the consequences will be if someone does choose to actually disrupt the meeting. Third, should someone be removed from the meeting, and later challenge the removal in court, it will assist in the defense of the action.

3. Meet With the Presiding Officer, and if Appropriate a Police Department Representative, Before the Meeting to Ensure That Everyone is on the Same Page About How Disruptions Will Be Handled.

In many cities, a police officer serves as the sergeant-at-arms responsible for carrying out the directives of the presiding officer, or city council. In addition, to the extent that a member of the audience engages in conduct that violates Penal Code section 403, police officers may be involved in arresting an individual for violating that section. We have found that it is very helpful to meet with the presiding officer, police chief or designee, and, if appropriate, the city manager to ensure that everyone has the same understanding and expectations about the circumstances and process that would lead to a member of the audience being removed, and perhaps cited for violating Penal Code section 403. For example, everyone should be on the same page about the need for the challenged conduct to be actually disruptive, that actions to address such conduct be done even-handedly without reference to the viewpoint of the member of the public, and the interaction between the presiding officer and police officer or other sergeant-at-arms.

4. Encourage the Presiding Officer to Provide at Least One Warning Before Ordering a Disruptive Individual from the Meeting Room.

Given the rights of the public under the Brown Act and First Amendment, it is our view that except in the most extreme cases, the presiding officer should clearly warn the individual that his or her conduct is actually disrupting the meeting, and request that it cease, before taking action to have the individual removed from the meeting room.



5. Encourage the Agenda to Be Organized in the Manner Most Likely to Ensure that the Critical Business of the Council Can Be Completed Even if Disruptions Are Anticipated With Respect to a Particular Agenda Item.

This is a practical, rather than legal consideration, and must be assessed on a case-by-case basis. If there are important, but not controversial, matters on the same agenda as a highly charged item, it may be best to have the council address those matters early in the meeting, before tensions rise, nerves fray, and the decision-making process becomes impaired.

6. Encourage All of Your Clients to Remain Calm and Focused, and Provide an Example Through Your Own Demeanor.

Again, this is a practical consideration, but an important one. It has been our experience that the public feeds off of rancor and discord among members of the council. There are certainly limits as to what a city attorney can do when tempers flare, but addressing legal questions that arise in a calm and assured manner may help the situation.

Dealing With Specific Types of Disruptive Conduct By Members of the Public

We cannot, of course, address every type of disruption that might occur during a public meeting. Nevertheless, we will now discuss types of disruption that we have seen arise with some frequency, offer some suggestions for addressing them, and hopefully spark further suggestions at the conference discussion of this topic, and on the listserv. One important role the public attorney can play, apart from providing guidance to the council and presiding officer “on the fly” when disruptions occur, is to discuss these more common types of disruptions with new presiding officers, and advise the officers of the legal constraints under which they must operate.

1. A Speaker Refuses to Leave the Microphone After His or Her Speaking Time Has Expired.

In our experience, this is one of the most common types of “disruptions” that can occur during a council meeting. The Ninth Circuit has identified this type of conduct as one that can result in an actual disruption, and one that is within the discretion of the presiding officer to address.³⁶ Nonetheless, this is the quintessential example of a situation where at least one warning should be issued before any effort is made to remove the speaker for disrupting the meeting. We have

³⁶ *White v. City of Norwalk*, *supra*, 900 F.2d at 1425.



found that it can be effective to provide to the city clerk – who is likely to be viewed as more impartial than an elected presiding officer – the ability to turn off the microphone (if one is used) once the person has been warned that his or her speaking time has expired.

This is a situation where enforcing the rule in an even-handed is extremely important. If the audience senses that the presiding officer is not enforcing the time limits against speakers on one side of an issue, the ability to enforce the time limits can be undermined, and it can lead to unruly behavior by others in the audience.

2. Speakers Insist on Addressing Matters Clearly Not Relevant to the Agenda Item.

This type of “disturbance” can be a difficult one to properly police. It can arise in different ways. First, a speaker may use his time to comment on something that is indisputably irrelevant to the specific agenda item. For example, in connection with an item to declare June as City Attorney Month, a speaker uses his time to talk about the need to fix potholes on Main Street. Second, a speaker may seek to speak during general public comment about a specific item on that agenda but that the council has not yet reached, and that will have its own time set aside for public comment. Third, a speaker may attempt to discuss a subject that is not on the agenda, nor within the subject matter jurisdiction of the city council, such as using his time to advertise for sale his used Subaru.

Again, the approach to be used depends on the extent of the problem caused by this practice. If there are thirty items on the agenda, and it becomes apparent that the individual is committed to speaking about the same clearly irrelevant subject on each of those items, then after a clear warning to the individual, ordering him or her removed may be appropriate. In more isolated cases, we believe that the more practical solution is encourage the person to address the agenda item, and leave it at that. Apart from the fact that it is unlikely that a single isolated instance will rise to the level of an actual disruption, is likely to take more time to remedy the problem than it would be to hear the person out.

3. Verbal Disruptions from the Audience

A council’s consideration of a particularly controversial matter can lead to heated emotions on both sides of the issue. At times these emotions can manifest themselves in the form of outbursts



from the audience, either while individuals are providing public comment, or during the council's deliberation of the issue.

Addressing this species of disruption depends on how widespread, noisy and continuous the outbursts are. If individual members of the audience causing the actual disturbance can be identified – and if warnings are not effective in quieting the outbursts – those specific individuals may be removed. If the outbursts come from a significant portion of the audience, removing individuals is unlikely to be effective, and may even exacerbate the problem with the remaining audience members. Instead, following warnings, the more practical and effective practice would be to call a brief recess. In addition to giving the crowd an opportunity to cool off, it also provides an opportunity to confer with the presiding officer, city manager and police representative about next steps in the event the nature of the outbursts constitute an actual disturbance of the meeting.

And that brings us to the “nuclear” option: ordering that the room be cleared. We have never seen that option exercised, and there are compelling reasons – legal, political and practical – for choosing not to resort to an option that could result in photos in the next day's newspaper of police officers ushering folks out of a public meeting. We believe that almost any alternative is preferable – including threatening the use of the option, or continuing the matter to later in the meeting or to some future meeting.

If the option is to be exercised, strict adherence to the statutory requirement – including allowing the press back in and determining whether others should be allowed in – should be followed. You may also wish to consider allowing individuals back in one at a time to provide public comments, and broadcasting the audio of the meeting to an area where those who have been removed can listen, assuming the availability of the necessary technology.

4. When It's a Council Member Who is Difficult

Council meetings are difficult enough for a City Attorney when it is members of the public that engage in belligerent and disruptive behavior. The issues in dealing with disruptive behavior are compounded when it is a member of the City Council or a city board or commission who is misbehaving or disrupting the meeting by refusing to comply with the mayor's request for order



or by making *ad hominem* personal attacks or accusations involving other Council members or staff.

In addition to the First Amendment rights that all citizens speaking at public meetings have, as discussed above, elected officials have the additional First Amendment protection arising from holding public office. In *Carter v. Commission on Qualifications of Judicial Appointments*,³⁷ the court stated that “the right to hold public office, either by election or appointment, is one of the valuable rights of citizenship.”³⁸ Restrictions on the First Amendment rights of elected and appointed officials is likely subject to more stringent review than those of non-elected citizens.³⁹ In the case involving the refusal of the Georgia House of Representatives to seat Julian Bond because of his statements on the Vietnam draft, the U.S. Supreme Court stated that “the manifest function of the First Amendment in a representative government requires that legislators be given the widest latitude to express their views on issues of policy.”⁴⁰ In *Miller v. Town of Hull*,⁴¹ the First Circuit affirmed a 42 U.S.C section 1983 jury verdict, including punitive damages, against a town council that attempted to remove members of an appointed city redevelopment authority based on the authority’s exercise of First Amendment rights in supporting a subsidized housing project that the town council opposed.

In addition, as previously noted, the Brown Act in Government Code section 54954.3 protects public criticism of the agency:

The legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body. Nothing in this subdivision shall confer any privilege or protection for expression beyond that otherwise provided by law.

It follows that a city attorney must exercise great caution in advising that a council member or board member is disruptive and subject to removal from a public meeting. Absent clear behavior that is threatening to public safety or involves physical conduct that disrupts a meeting, a court is

³⁷ (1939) 14 Cal.2d 179.

³⁸ *Id.* at 182.

³⁹ See *Huntley v. Public Util. Com.* (1968) 69 Cal. 2d 67.

⁴⁰ *Bond v. Floyd* (1966) 385 U.S. 116, 135-136.

⁴¹ (1st Cir. 1989) 878 F. 2d 523.



likely to find issues of fact precluding summary judgment and requiring an evidentiary showing of the constitutional basis for the exclusion.

For example, in *Vacca v. Barletta*,⁴² acting chair Barletta told Vacca, a member of the school board, that he would not continue with a “screaming debate” where Vacca was “aggressively challenging” the school superintendent. Barletta called a recess, and shortly after the meeting resumed three police officers physically dragged the protesting Mr. Vacca from his seat, handcuffed him, and took him to the police station for the duration of the meeting. Good drama, but bad decision, as the summary judgment for Barletta was reversed by the First Circuit based on disputed facts on whether Vacca’s removal was content-neutral for disruption or for constitutionally protected speech. It should be noted that the case does not say that Barletta acted on the advice of the board’s counsel, who perhaps was not present and did not have the chance to counsel his client.

Practical Pointers

- Be extremely cautious in advising that an elected Council member can be removed or excluded from a public meeting, as absent compelling evidence on a tape of the meeting it will be setting the Council member up to claim he/she is being targeted for First Amendment expression, is likely to aggravate rather than calm the situation in the long term, and may result in a lawsuit against the agency and mayor claiming violation of federal constitutional rights.
- If a meeting becomes unruly or difficult, a recess is often a good way to provide a short respite from the arguing and accusations and to provide the opportunity for Council members to cool down and hopefully return as adults to the podium.
- When a Councilmember continues to return to points already made and wants to speak multiple times and at length on the same issues, the parliamentary procedure motion to end debate and call the question is an effective method to move the item along.

⁴² (1st Cir. 1991) 933 F. 2d 31.

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March 1, 2007 | [Legal Notes](#) | Melanie M. Poturica | David A. Urban

A City Council Member's Role With Respect to Individual City Employees

Melanie M. Poturica is managing partner at the law firm of Liebert Cassidy Whitmore in Los Angeles, and can be reached at mpoturica@lcwlegal.com. David A. Urban is an attorney with the firm, and can be reached at durban@lcwlegal.com.

In the public eye, city council members are at the top of the city's government structure, presiding over large and small bureaucracies that may include police officers, firefighters and many other types of employees charged with serving the public interest. Accordingly, when residents are aggrieved by or interested in the conduct of a particular employee, they may view their council member as that employee's ultimate "boss" or de facto CEO of the city, who can cause the employee to be disciplined or even terminated, and who could certainly take such lesser actions as communicating with the employee's direct supervisor or reviewing the employee's personnel file for information relevant to the issue.

City councils often have appointing authority over the city's highest officials, such as the city manager and city attorney. But otherwise, individual council members and the council as a body have virtually no role with regard to individual city employees. In fact, a council member's role with respect to such employees probably has more in common with that of a city resident (who is an interested "outsider" looking at the city employment structure) than with that of a private company's CEO.

This article describes several legal reasons why city council members' roles with regard to individual employees have such substantial limitations and includes some practical approaches for dealing with individual employees.

WHY A CITY COUNCIL MEMBER'S ROLE IS SO LIMITED

City council members are meant to act as part of the council, not individually. A primary reason why council members have virtually no role with regard to individual city employees is that applicable law provides that council members will act as a body, not as individuals. Indeed, the law requires that, with limited exceptions, the council conduct city business only through duly convened meetings "in full view of the public."¹ Thus, when an individual city council member takes unilateral action, his or her conduct may well lose the sanction of the law. The council member may then lose certain protections and immunities from liability, and his or her actions may more easily be rescinded or disputed.²

Legislative immunity is limited. Second, city council members may well *not* have legislative immunity with regard to actions toward individual employees. This is particularly true if the council member acts unilaterally. Typically, when a city council member acts as a legislator, he or she has absolute immunity. But that immunity can be lost when the legislator takes actions outside the “sphere of legitimate legislative activity.”³ Accordingly, if a council member takes any unilateral actions concerning an individual employee, he or she could risk loss of legislative immunity. Even actions taken collectively with the full council might conceivably lack immunity if they relate to specific individuals instead of furthering general city policy.

Under California law, city council members can be liable for invasion of privacy, among other things. Third, the threat of liability presents another factor that limits council member roles toward individual employees. One potential type of liability is for invasion of privacy. In one case, *Braun v. City of Taft*, a city council member was subject to censure by the council for removing documents from a city employee’s personnel file and revealing them to the press. Although the court ultimately determined that the particular documents were public records that could legally be disclosed, the court remanded the case to the council to allow it to decide whether the member should suffer censure for other reasons. These possible reasons included his “unilateral decision regarding [the documents] suitability for disclosure.”⁴ Other courts have articulated that public employees can have limited privacy rights in their personnel files.⁵ Employees can thus argue that improper review and/or disclosure should result in personal liability for invasion of privacy.⁶

Other officials, such as city managers, are charged with overseeing city employees. Fourth, council member actions with regard to individual employees may be considered suspect because other high level city officials are officially charged with supervising and/or overseeing individual employees. Most cities appoint city managers to provide overall supervision to a city’s human resources function. Because a designated official already has this responsibility, there should be little need for city council members to become involved with individual employees.⁷

Practical Advice for Dealing with Individual Employees

Refrain from doing so, unless it is a part of one's obligations to the city. The most prudent course for a city council member is to refrain from taking action or otherwise becoming involved in any supervisory role, with respect to individual city employees.

Proceed as part of properly convened city council meetings and not individually. If a council member must become involved in decisions with respect to an individual employee, the member should not act unilaterally but should instead act as part of the council. The member should also act pursuant to the requisite formalities that will ensure legislative immunity applies.

The city manager or other appropriate city employee should interface with employees. Tasks such as reviewing employee personnel files, gathering information from supervisors and providing instruction as to particular employees should be done by the city manager or other official charged with overseeing the city's employment structure. This is true even for matters of public interest. If city residents object to the conduct of particular employees, the council can respond by asking the city manager to investigate and take appropriate action regarding the objections. For example, in a small city experiencing resident complaints about rude police officers, the council should itself refrain from taking direct action as to those officers. Instead, it can ask the city manager to investigate and respond to the issue globally. The city manager can then, as part of his or her comprehensive response, take appropriate employment action as to the officers in question.

Comply with the Brown Act. The Ralph M. Brown Act provides that certain official bodies, including city councils, may only act through duly called and regularly held meetings that are open to the public. A city council can conduct closed meetings to discuss certain personnel matters. These include meetings in which the council discusses the "appointment, employment, evaluation of performance, discipline, or dismissal of a public employee ..." ⁸ This closed meeting exception, however, may apply only to the council's consideration of employees over whom the council has appointing authority (for example, city managers, city attorneys and others). A California attorney general opinion describes that the closed meeting exception does *not* apply to a body's consideration of an employee over whom it does not have

appointing authority.⁹ Lack of compliance with the Brown Act may lead to adverse legal consequences, which include voiding the actions that the council takes.

Consult with legal counsel. These issues can be complex. Also, situations where council members must take a role with regard to city employees will be rare. Council members should obtain legal advice when such circumstances arise to ensure they undertake their role appropriately.

FOOTNOTES:

[1] *Wolfe v. City of Fremont*, 144 Cal. App. 4th 533, 541, 543 (2006); *see also Moreno v. King*, 127 Cal. App. 4th 17, 20 (2005) (city council's termination of finance director was ineffective because of failure strictly to comply with notice provisions of Brown Act).

[2] *See Braun v. City of Taft*, 154 Cal. App. 3d 332, 338-40, 347-48 (1984) (considering council member's censure for unilaterally disclosing personnel records to the public).

[3] *Bogan v. Scott-Harris*, 523 U.S. 44, 54, 118 S. Ct. 966, 140 L.Ed.2d 79 (1998) (council members have immunity from civil rights liability for all actions taken "in the sphere of legitimate legislative activity"). For legislative immunity under federal law, courts apply a four-part test: "(1) whether the act involves *ad hoc* decision-making, or the formulation of policy; (2) whether the act applies to a few individuals, or to the public at large; (3) whether the act is formally legislative in character; and (4) whether it bears all the hallmarks of traditional legislation." *Kaahumanu v. County of Maui*, 315 F.3d 1215, 1220 (9th Cir. 2003). "Whether an act is legislative turns on the nature of the act, rather than on the motive or intent of the official performing it." *Bogan*, 523 U.S. at 54.

[4] *Braun*, 154 Cal. App. 3d at 338-40, 347-48.

[5] *Id.* at 346-48.

[6] *See Hill v. National Collegiate Athletic Assn.*, 7 Cal. 4th 1, 35-38 (1994).

[7] Indeed, at least one Attorney General Opinion describes that the Brown Act closed meeting exception does not apply to a body's discussion of employees over whom the body does not have appointing authority. See 85 Ops. Cal. Atty. Gen. 77 (2002). This supports the position that a council should delegate decision-making over such employees, since it would otherwise have to consider their performance in open session.

[8] Cal. Gov. Code § 54957(b)(1).

[9] 85 Ops. Cal. Atty. Gen. 77 (2002).

ABOUT LEGAL NOTES

This column is provided as general information and not as legal advice. The law is constantly evolving, and attorneys can and do disagree about what the law requires. Local agencies interested in determining how the law applies in a particular situation should consult their local agency attorneys.

This article appears in the [March 2007](#) issue of Western City

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AGENDA STAFF REPORT

MEETING DATE: 4/1/2025

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of the Settlement Agreement with Jason Stingley and Authorization for staff to take all necessary actions to carry out the terms of the settlement.

RECOMMENDATION:

Recommendation: It is recommended that the City Council approve the Settlement Agreement with Jason Stingley and direct staff to take all necessary action to carry out the terms of the settlement.

Recommended Motion: I move to: (i) approve the Settlement Agreement regarding the lawsuit filed against the City by Jason Stingley; (ii) authorize and direct the City Manager to execute the Settlement Agreement on the City's behalf; and (iii) and authorize and direct the City Manager to carry out the terms of Settlement Agreement.

BACKGROUND:

Prior to the filing of this action, Plaintiff Jason Isaiah Stingley (hereafter also referred to as "Stingley") filed a complaint with the Department of Fair Employment and Housing ("DFEH"). He received a "Right-to-Sue" letter from the DFEH before the filing of his civil complaint in Kings County Superior Court.

City of Hanford (hereafter also referred to as "City"), City of Hanford Police Department (the "Department"), Parker Sever ("Sever"), in his individual and official capacity, Jeff Davis ("Davis"), and Stephanie Huddleston ("Huddleston"), in their individual capacities (collectively hereafter, "Defendants").

Stingley was hired by the Hanford Police Department on or about July 5, 2006. He was employed by the Department until January 3, 2022. Stingley claimed he was subjected to a prolonged pattern of racial discrimination, harassment, and retaliation, culminating in his resignation on December 20, 2021.

The City's legal counsel worked closely with PRISM before and during Mediation. The parties attended mediation on March 17, 2025, with a proposed settlement agreement for the amount of \$287,500.00, which has been approved by PRISM. It is recommended that the City Council approve the settlement as outlined above. The full settlement agreement is attached hereto.

FISCAL IMPACT:

The City's self-insured retention amount is \$100,000.00, and PRISM will pay the portion of the settlement, fees, and costs in this matter that exceed \$100,000.

ATTACHMENTS:

1. 2025.03.18 Settlement Agreement - Stingley

GENERAL RELEASE AND SETTLEMENT AGREEMENT

THIS GENERAL RELEASE AND AGREEMENT ("Agreement") is made by JASON STINGLEY ("Stingley") and the CITY OF HANFORD ("City"), CITY OF HANFORD POLICE DEPARTMENT, PARKER SEVER, In His Individual and Official Capacity; JEFF DAVIS, In His Individual Capacity; STEPHANIE HUDDLESTON, In Her Individual Capacity, and any and all employees, agents, personnel, officers or elected officials who are now or have been employed by or served for the CITY OF HANFORD, whether known or unknown and whether or not involved in the incident or named in the suit for damages referred to below, all of which entities and persons are hereinafter referred to as "Defendants." Defendants and Stingley are collectively referred to as "Parties" herein.

RECITALS

WHEREAS, Stingley filed a Complaint in the United States District Court, Eastern District, on January 20, 2023, which complaint was amended on March 7, 2023 and again on June 27, 2023, case number 1:23-cv-00089-KES-BAM alleging: (1) Fourteenth Amendment Equal Protection/Hostile Work Environment in Violation of 42 U.S.C. § 1983, (2) Retaliation for Exercising First Amendment Right To Free Speech In Violation of 42 U.S.C. § 1983, (3) Municipal Liability in Violation of 42 U.S.C. § 1983, (4) Employment Discrimination in Violation of 42 U.S.C. § 1981, (5) Disparate Treatment In Violation of Title VII of the Civil Rights Act, (6) Racial Discrimination (Hostile Work Environment) in Violation of Title VII of the Civil Rights Act, (7) Retaliation in Violation of Title VII of the Civil Rights Act, (8) Discrimination on the Basis of Race in Violation of Cal. Gov't Code §12940(k), (9) Failure to Prevent Race Discrimination in Violation of Cal. Gov't Code §12940(k), (10) Hostile Work Environment on the Basis of Race in Violation of Cal. Gov't Code §12940(J)(1), (11) Retaliation in Violation of Cal. Gov't Code § 1102.5(b), (12) Violation of Cal. Gov't § 8547 ("Whistleblower Protection Act"), (13) Interference with Rights in Violation of Cal. Civ. Code 52.1 (Bane Act), (14) Intentional Infliction of Emotional Distress ("Complaint");

WHEREAS, Stingley and Defendants desire to enter into this Agreement so as to provide for payment in full settlement and discharge of all causes of action alleged in the Complaint which Stingley has or may have against Defendants;

WHEREAS, by virtue of negotiating, entering into and/or performing the terms of this Agreement, Stingley hereto agrees and acknowledges that each other party does not make any admission of any wrongdoing or fault, and that each party expressly denies any and all allegations of liability, fault, and wrongdoing. This settlement, and the execution and performance of this Agreement is the result of the negotiated compromise of disputed claims, and is not intended to be and shall not be a finding or admission of any liability, fault, or wrongdoing, nor an admission of, or finding with respect to, any disputed fact or legal contention.

WHEREAS, the Parties wish to settle the above-entitled action without further litigation.

NOW, THEREFORE it is hereby agreed by and between the Parties:

1. ACTIONS. The Parties, in consideration of the promises made herein, agree as follows:
 - a. Within 30 days of the City Council of the City of Hanford's approval of this Agreement:
 - i. City agrees to pay a total sum of Two Hundred Eighty-Seven Thousand Five Hundred Dollars and Zero Cents (\$287,500.00) ("Settlement Payment").
 - ii. City agrees that the Settlement Payment, for physical, mental, and emotional damages, will be paid by check payable to the "Trust Account of Bonner Law for Jason Stingley" and will be delivered to Bonner Law.
 - iii. Said payment will fully and finally settle all of Stingley' claims against City for damages, attorneys' fees, costs, expenses, and interest arising from and related to this litigation.
 - b. Stingley agrees to dismiss with prejudice his Complaint in the above-captioned matter within 2 days of receipt of the Settlement Payment.
2. RELEASE. Stingley hereby releases and forever discharges Defendants and the City's current and former employees, agents, personnel, officers or elected officials in the above referenced action, from any and all manner of action, claims, demands, grievances, causes of action, suits, debts, dues, contracts, agreements, accounts, judgments, damages and liabilities of any nature whatsoever, whether in law or in equity, whether or not now known, suspected or claimed, as of the effective date of this Agreement. This wavier includes but is not limited to personnel grievances, declaratory relief actions and suits in equity, claims for personal injuries, harassment, retaliation, constructive discharge, wrongful termination, disability, violations of the Fair Employment and Housing Act of California and 42 USCA § 2000(e) and 42 U.S.C. §§ 1981, 1983, and 1985, violations of the Americans With Disabilities Act, the Older Workers' Benefits Protection Act, hostile work environment, discrimination, violations of civil rights, and any California or United States Constitutional claims, arising out of the incident referred to and described in the allegations of any administrative charge, as well as any pleadings on file in the aforementioned proceedings, which arise prior to the date of this Agreement. This Agreement shall be a fully binding and complete settlement between Stingley and Defendants and the liability insurance carriers for Defendants.

Stingley agrees that he has accepted the Settlement Payment specified herein as a complete compromise of matters involving disputed issues of law and fact. Stingley accepts payment of the Settlement Payment as a full and final resolution in settlement of all claims arising from or in any way connected with the subject matter of this Agreement.

3. CIVIL CODE § 1542 WAIVER. In signing this Agreement, Stingley hereby waives the provisions of Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Stingley understands he may have sustained damages which have not manifested themselves and which are presently unknown or unanticipated, but nevertheless, Stingley, in consideration of this settlement, deliberately intends to and does hereby release and waive these possible future claims arising out of the incident referred to and described in the pleadings on file in the aforementioned proceedings.

4. EXCLUDED FROM RELEASE AND WAIVER. Notwithstanding paragraphs 2 and 3 above, Stingley expressly retains any and all rights to any worker's compensation claims that are known or unknown, even if the injuries causing the claims predate this release.
5. COMPROMISE. The liability for all claims and allegations set forth hereinabove and in the legal action identified herein is denied by City. This General Release and Agreement shall never be treated as an admission of liability or responsibility at any time for any purpose. This Agreement shall never be used by any party or third party in court as evidence of an admission of liability or responsibility.
6. ENFORCEMENT. The terms of this Agreement are made under California law and shall be enforceable by the procedures set forth in the California Code of Civil Procedure or applicable federal law. In addition, the Parties agree (pursuant to the provisions of Business and Professions Code Section 467.4) that this Agreement is enforceable at law and/or admissible as evidence at a judicial or administrative proceeding to enforce the terms and conditions of this settlement.

7. TAXES. Stingley acknowledges he is solely responsible for any and all potential tax liabilities he would owe for the Settlement Payment to be made to him pursuant to this Agreement. Stingley agrees City makes no representations to him regarding the tax consequences of such payment.
8. ADVICE OF COUNSEL. The Parties warrant and represent that, in executing this Agreement, they have been provided the opportunity to confer with legal counsel of their choice. The Parties represent that they fully understand the meaning of this document and enter into this Agreement knowingly and voluntarily, and that prior to entering into this Agreement they had the opportunity to fully discuss with legal counsel of their choice the remedies available to the Parties. They further acknowledge and represent that, in executing this Agreement, they have not relied on any inducements, promises, or representations other than those stated in this Agreement. Each party to this Agreement acknowledges and warrants that the party's execution of this Agreement is free and voluntary.
9. EXECUTION OF OTHER DOCUMENTS. Each party to this Agreement shall cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
10. ENTIRE AGREEMENT. The Parties understand and agree that this Agreement constitutes the sole Agreement between the parties regarding the above-captioned Complaint and that, in signing this Agreement, the Parties have not relied on any other promises, inducement, or representations other than as expressly set forth herein in deciding to sign this Agreement. This Agreement constitutes the sole Agreement between the Parties as to the above-captioned Complaint and may only be modified in a writing signed by all Parties.
11. SEVERABILITY. If any provision of this Agreement is held to be invalid and/or unenforceable, the Agreement shall be considered as if the invalid and/or unenforceable portion did not exist, with all remaining portions considered valid and enforceable.
12. INTERPRETATION. The Parties agree that this Agreement shall be interpreted or construed in a neutral manner, as though drafted jointly by the Parties, and that any legal rule to the effect that ambiguity shall be resolved against the drafting party shall not apply to any interpretation of

this Agreement. The headings used herein are for reference only and shall not affect the construction or interpretation of the Agreement.

13. ATTORNEY'S FEES. The Parties shall bear their own attorney's fees, costs, and expert expenses incurred in connection with the Complaint and/or the negotiation and execution of this Agreement.
14. GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of California and any actions based on interpretation of this Agreement shall be filed in the Superior Court of the State of California for the County of Kings, if in state court, or the United States District Court for the Eastern District of California, if in federal court.
15. SIGNATURES. In signing this Agreement, the Parties agree, understand, and intend that this Agreement shall be binding and enforceable as permitted under law. Each party, in signing this Agreement, warrants they have the authority to bind the entity or individual on whose behalf the party has signed.
16. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Faxed, electronic and/or email signatures shall be acceptable signatures for purposes of binding the parties to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as follows:

Date: _____

Jason Stingley, Plaintiff

Date: _____

Mario Cifuentez, on behalf of City of
Hanford, Defendant

Date: _____

Stephanie Huddleston, on behalf of City
of Hanford Police Department, Defendant

Date: _____

Parker Sever, in his individual and official
capacity, Defendant

Date: _____

Jeff Davis, in his official capacity,
Defendant

Date: _____

Stephanie Huddleston, in her official
capacity, Defendant

APPROVED AS TO FORM
AND CONTENT:

Date: _____

A. Cabral Bonner, Esq., Attorney for
Plaintiff

Date: _____

Christina D. Smith, Esq., Attorney for
Defendants



AGENDA STAFF REPORT

MEETING DATE: 4/1/2025	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Approval of the Settlement Agreement with Patrick Jurdon and Authorization for staff to take all necessary action to carry out the terms of the settlement.

RECOMMENDATION:

Recommendation: It is recommended that the City Council approve the Settlement Agreement with Patrick Jurdon and direct staff to take all necessary action to carry out the terms of the settlement.

Recommended Motion: I move to: (i) approve the Settlement Agreement regarding the lawsuit filed against the City by Patrick Jurdon; (ii) authorize and direct the City Manager to execute the Settlement Agreement on the City's behalf; and (iii) and authorize and direct the City Manager to carry out the terms of Settlement Agreement.

BACKGROUND:

Plaintiff Patrick Jurdon (hereafter also referred to as "Jurdon") filed a complaint with the Department of Fair Employment and Housing ("DFEH") the Equal Employment Opportunity Commission ("EEOC"). He received a "Right-to-Sue" letter from the EEOC prompting the filing of his First Amended Complaint (the "Complaint") in the Kings County Superior Court.

On or about December 7, 2023, Plaintiff filed the instant action against Defendants City of Hanford (hereafter also referred to as "City"), City of Hanford Police Department (the "Department"), Parker Sever ("Sever"), in his individual and official capacity, and Gabriel Jimenez ("Jimenez"), James Lutz ("Lutz"), Karl Anderson ("Anderson"), and James Edlund ("Edlund") in their individual capacities (collectively, "Defendants"). In his Complaint, Jurdon alleged that Defendants engaged in hostility and harassment against him, culminating in various disciplinary actions, which he claimed were retaliatory.

The parties attended mediation on February 24, 2025. On that same day, the mediator, Judge Black, sent a Mediator's Proposal for Case Resolution. The proposal included the following:

1. The City will pay Jurdon the sum of \$205,000.00 within 30 days of all parties executing the formal settlement agreement and upon approval of the settlement agreement by the Hanford City Council.
2. The pending litigation will be dismissed with prejudice within 10 days of payment, with each party bearing its own attorneys' fees and court costs.

City's Legal Counsel worked closely with PRISM before and during Mediation. PRISM has approved

the settlement amount as stated above. It is recommended that the City Council approve the settlement as outlined above. The full settlement agreement is attached hereto.

FISCAL IMPACT:

The City's self-insured retention amount is \$100,000.00, and PRISM will pay the portion of the settlement, fees, and costs in this matter that exceed \$100,000.

ATTACHMENTS:

1. 2025.03.13 Settlement Agreement- Jurdon

GENERAL RELEASE AND SETTLEMENT AGREEMENT

THIS GENERAL RELEASE AND AGREEMENT ("Agreement") is made by PATRICK JURDON ("Jurdon") and the CITY OF HANFORD ("City"), the CITY OF HANFORD POLICE DEPARTMENT, PARKER SEVER, in his individual and official capacity, and GABRIEL JIMENEZ, JAMES LUTZ, KARL ANDERSON, and JAMES EDLUND, in their individual capacities, and any and all employees, agents, personnel, officers or elected officials who are now or have been employed by or served for the CITY OF HANFORD, whether known or unknown and whether or not involved in the incident or named in the suit for damages referred to below, all of which entities and persons are hereinafter referred to as "Defendants." Defendants and Jurdon are collectively referred to as "Parties" herein.

RECITALS

WHEREAS, Jurdon filed a Complaint in the United States District Court, Eastern District, on December 7, 2023, which complaint was amended on February 1, 2024, case number 1:23-cv-016695-NODJ-SKO alleging: (1) Fourteenth Amendment Equal Protection/Hostile Work Environment in Violation of 42 U.S.C. § 1983, (2) Retaliation for Exercising First Amendment Right To Free Speech In Violation of 42 U.S.C. § 1983, (3) Municipal Liability in Violation of 42 U.S.C. § 1983, (4) Employment Discrimination Violation of 42 U.S.C. § 1981, (5) Disparate Treatment In Violation of Title VII of the Civil Rights Act, (6) Retaliation in Violation of Title VII of the Civil Rights Act, (7) Failure to Prevent Race Discrimination in Violation of Cal. Gov't Code §12940(k), (8) Hostile Work Environment on the Basis of Race in Violation of Cal. Gov't Code §12940(J)(1), (9) Retaliation in Violation of Cal. Gov't Code § 1102.5(b), (10) Violation of Cal. Gov't § 8547 ("Whistleblower Protection Act"), (11) Interference with Rights in Violation of Cal. Civ. Code 52.1 (Bane Act), (12) Intentional Infliction of Emotional Distress ("Complaint");

WHEREAS, Jurdon and Defendants desire to enter into this Agreement so as to provide for payment in full settlement and discharge of all causes of action alleged in the Complaint which Jurdon has or may have against Defendants;

WHEREAS, by virtue of negotiating, entering into and/or performing the terms of this Agreement, Jurdon hereto agrees and acknowledges that each other party does not make any admission of any wrongdoing or fault, and that each party expressly denies any and all allegations of liability, fault, and wrongdoing. This settlement, and the execution and performance of this Agreement is the result of the negotiated compromise of disputed claims, and is not intended to be and shall not be a finding or admission of any liability, fault, or wrongdoing, nor an admission of, or finding with respect to, any disputed fact or legal contention.

WHEREAS, the Parties wish to settle the above-entitled action without further litigation.

NOW, THEREFORE it is hereby agreed by and between the Parties:

1. ACTIONS. The Parties, in consideration of the promises made herein, agree as follows:
 - a. Within 30 days of the City Council of the City of Hanford's approval of this Agreement:
 - i. City agrees to pay a total sum of Two Hundred Five Thousand Dollars and Zero Cents (\$205,000.00) ("Settlement Payment").
 - ii. City agrees that the Settlement Payment, for physical, mental, and emotional damages, will be paid by check payable to the "Trust Account of Bonner Law for Patrick Jurdon" and will be delivered to Bonner Law.
 - iii. Said payment will fully and finally settle all of Jurdon' claims against City for damages, attorneys' fees, costs, expenses, and interest arising from and related to this litigation.
 - b. Jurdon agrees to dismiss with prejudice his Complaint in the above-captioned matter within 2 days of receipt of the Settlement Payment.
2. RELEASE. Jurdon hereby releases and forever discharges Defendants and the City's current and former employees, agents, personnel, officers or elected officials in the above referenced action, from any and all manner of action, claims, demands, grievances, causes of action, suits, debts, dues, contracts, agreements, accounts, judgments, damages and liabilities of any nature whatsoever, whether in law or in equity, whether or not now known, suspected or claimed, as of the effective date of this Agreement. This wavier includes but is not limited to personnel grievances, declaratory relief actions and suits in equity, claims for personal injuries, harassment, retaliation, constructive discharge, wrongful termination, disability, violations of the Fair Employment and Housing Act of California and 42 USCA § 2000(e) and 42 U.S.C. §§ 1981, 1983, and 1985, violations of the Americans With Disabilities Act, the Older Workers' Benefits Protection Act, hostile work environment, discrimination, violations of civil rights, and any California or United States Constitutional claims, arising out of the incident referred to and described in the allegations of any administrative charge, as well as any pleadings on file in the aforementioned proceedings, which arise prior to the date of this Agreement. This Agreement shall be a fully binding and complete settlement between Jurdon and Defendants and the liability insurance carriers for Defendants.

Jurdon agrees that he has accepted the Settlement Payment specified herein as a complete compromise of matters involving disputed issues of law and fact. Jurdon accepts payment of the Settlement Payment as a full and final resolution in settlement of all claims arising from or in any way connected with the subject matter of this Agreement.

3. CIVIL CODE § 1542 WAIVER. In signing this Agreement, Jurdon hereby waives the provisions of Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Jurdon understands he may have sustained damages which have not manifested themselves and which are presently unknown or unanticipated, but nevertheless, Jurdon, in consideration of this settlement, deliberately intends to and does hereby release and waive these possible future claims arising out of the incident referred to and described in the pleadings on file in the aforementioned proceedings.

4. EXCLUDED FROM RELEASE AND WAIVER. Notwithstanding paragraphs 2 and 3 above, Jurdon expressly retains any and all rights to any worker's compensation claims that are known or unknown, even if the injuries causing the claims predate this release.
5. COMPROMISE. The liability for all claims and allegations set forth hereinabove and in the legal action identified herein is denied by City. This General Release and Agreement shall never be treated as an admission of liability or responsibility at any time for any purpose. This Agreement shall never be used by any party or third party in court as evidence of an admission of liability or responsibility.
6. ENFORCEMENT. The terms of this Agreement are made under California law and shall be enforceable by the procedures set forth in the California Code of Civil Procedure or applicable federal law. In addition, the Parties agree (pursuant to the provisions of Business and Professions Code Section 467.4) that this Agreement is enforceable at law and/or admissible

as evidence at a judicial or administrative proceeding to enforce the terms and conditions of this settlement.

7. TAXES. Jurdon acknowledges he is solely responsible for any and all potential tax liabilities he would owe for the Settlement Payment to be made to him pursuant to this Agreement. Jurdon agrees City makes no representations to him regarding the tax consequences of such payment.
8. ADVICE OF COUNSEL. The Parties warrant and represent that, in executing this Agreement, they have been provided the opportunity to confer with legal counsel of their choice. The Parties represent that they fully understand the meaning of this document and enter into this Agreement knowingly and voluntarily, and that prior to entering into this Agreement they had the opportunity to fully discuss with legal counsel of their choice the remedies available to the Parties. They further acknowledge and represent that, in executing this Agreement, they have not relied on any inducements, promises, or representations other than those stated in this Agreement. Each party to this Agreement acknowledges and warrants that the party's execution of this Agreement is free and voluntary.
9. EXECUTION OF OTHER DOCUMENTS. Each party to this Agreement shall cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
10. ENTIRE AGREEMENT. The Parties understand and agree that this Agreement constitutes the sole Agreement between the parties regarding the above-captioned Complaint and that, in signing this Agreement, the Parties have not relied on any other promises, inducement, or representations other than as expressly set forth herein in deciding to sign this Agreement. This Agreement constitutes the sole Agreement between the Parties as to the above-captioned Complaint and may only be modified in a writing signed by all Parties.
11. SEVERABILITY. If any provision of this Agreement is held to be invalid and/or unenforceable, the Agreement shall be considered as if the invalid and/or unenforceable portion did not exist, with all remaining portions considered valid and enforceable.
12. INTERPRETATION. The Parties agree that this Agreement shall be interpreted or construed in a neutral manner, as though drafted jointly by

the Parties, and that any legal rule to the effect that ambiguity shall be resolved against the drafting party shall not apply to any interpretation of this Agreement. The headings used herein are for reference only and shall not affect the construction or interpretation of the Agreement.

13. ATTORNEY'S FEES. The Parties shall bear their own attorney's fees, costs, and expert expenses incurred in connection with the Complaint and/or the negotiation and execution of this Agreement.
14. GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of California and any actions based on interpretation of this Agreement shall be filed in the Superior Court of the State of California for the County of Kings, if in state court, or the United States District Court for the Eastern District of California, if in federal court.
15. SIGNATURES. In signing this Agreement, the Parties agree, understand, and intend that this Agreement shall be binding and enforceable as permitted under law. Each party, in signing this Agreement, warrants they have the authority to bind the entity or individual on whose behalf the party has signed.
16. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Faxed, electronic and/or email signatures shall be acceptable signatures for purposes of binding the parties to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as follows:

Date: _____

Patrick Jurdon, Plaintiff

Date: _____

Mario Cifuentez, on behalf of City of
Hanford, Defendant

Date: _____

Stephanie Huddleston, on behalf of City
of Hanford Police Department, Defendant

Date: _____

Parker Sever, in his individual and official
capacity, Defendant

Date: _____

Gabriel Jimenez, in his official capacity,
Defendant

Date: _____

James Lutz, in his official capacity,
Defendant

Date: _____

Karl Anderson, in his official capacity,
Defendant

Date: _____

James Edlund, in his individual capacity,
Defendant

APPROVED AS TO FORM
AND CONTENT:

Date: _____

A. Cabral Bonner, Esq., Attorney for
Plaintiff

Date: _____

Christina D. Smith, Esq., Attorney for
Defendants



AGENDA STAFF REPORT

MEETING DATE: 4/1/2025	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Amendment to the Executive Management Employees Association (EMEA) Compensation and Benefit Summary.

RECOMMENDATION:

That the City Council, by motion, approve the attached Side Letter Agreement with the Executive Management Employees Association and authorize City staff to amend all other documents that may be necessary to implement said changes.

BACKGROUND:

As a result of a recent audit conducted by the California Public Employees' Retirement System (CalPERS) the findings outlined changes that are required to be made in reference to Educational Incentive Pay for represented classifications. To comply with CalPERS regulations, specifically the Public Employees' Retirement Law (PERL), the City has added a Special Assignment Pay section and amended its Certificate Pay section to Educational Pay of EMEA's Compensation and Benefits Summary. Furthermore, the City will revise the manner in which these incentives are reported and amend the information reported to CalPERS for represented employees (if applicable).

City staff have worked with CalPERS Office of Audit Services (OFAS) to draft a Side Letter Agreement that meets their requirements. This agreement has also been reviewed and approved by EMEA. To complete the CalPERS Audit Resolution Action Plan, such an agreement must be formally adopted by the City's governing body (City Council).

FISCAL IMPACT:

Due to the clarifying nature of these amendments, the fiscal impact is anticipated to be minimal.

ATTACHMENTS:

1. EMEA Side Letter Agreement 5 CalPERS Audit

SIDE LETTER AGREEMENT #5

BETWEEN

EXECUTIVE MANAGEMENT EMPLOYEES ASSOCIATION (EMEA)

AND

THE CITY OF HANFORD

for the July 1, 2021 to Present

The City of Hanford ("City") and the Executive Management Employees Association ("EMEA") hereby enter into this Side Agreement to amend the Compensation and Benefits Summary ("Summary") between the City and EMEA. This Side Agreement to the Summary removes "Certificate Pay" language and adds "Educational Pay" and "Special Assignment Pay" language.

~~"Certificate Pay~~

~~The City will implement a five percent (5%) certification pay for state issued licenses or certificates related to the position provided it benefits the job and the City. It is expressly understood that positions and assignments eligible for pay will be determined solely at the discretion of the City Manager.~~

~~The City will pay for certification, license, or registration renewals currently required by the City as minimum qualifications on the City's adopted job classifications or on certifications, licenses and/or registrations approved for Certificate Pay as identified above."~~

"Educational Pay

Certified Public Accountant Incentive - Employees assigned to the position of Finance Director (or equivalent title) who obtain and maintain a Certified Public Accountant license shall receive a five percent (5%) increase to their base salary per month, payable with the normal payroll effective the first full pay period after the City receives confirmation of the license. This compensation shall be available to all employees assigned to the position of Finance Director (or equivalent title) without exclusion.

Engineering Registration Premium - Employees assigned to the position of Public Works Director and/or Utilities and Engineering Director (or equivalent title) who have taken and passed a California engineering proficiency exam and are registered with the State of California shall receive a five percent (5%) increase to their base salary per month, payable with the normal payroll effective the first full pay period after the City receives confirmation of the license. This compensation shall be available to all employees assigned to the position of Public Works Director and/or Utilities and Engineering Director (or equivalent title) without exclusion.

The City will pay for the cost associated with maintaining and renewing such licenses.

Any other licenses/certificates obtained by employees assigned to the Executive Management Employees Association will be reviewed by the City Manager to determine if it is related to the position and benefits the job and the City. It is expressly understood that positions and assignments eligible for additional pay (5% maximum) will be determined solely at the discretion of the City Manager and unlike the licenses described above will not be reported to CalPERS as pensionable income.”

“Special Assignment Pay

Water Certification Premium - Employees assigned to the position of Public Works Director and/or Utilities and Engineering Director (or equivalent title) who routinely and consistently are assigned to test local water quality for compliance with governmental health standards and have obtained a Grade V or higher water distribution, water treatment or wastewater treatment certificate shall receive a five percent (5%) increase to their base salary per month payable with the normal payroll effective the first full pay period after the City receives the certificate.

The City will pay for the cost associated with maintaining and renewing such certifications.

Any other licenses/certificates obtained by employees assigned to the Executive Management Employees Association will be reviewed by the City Manager to determine if it is related to the position and benefits the job and the City. It is expressly understood that positions and assignments eligible for additional pay (5% maximum) will be determined solely at the discretion of the City Manager and unlike the licenses described above will not be reported to CalPERS as pensionable income.”

Except as amended herein, each and every term and condition of the Summary shall remain in full force and effect, and this Side Letter Agreement shall be incorporated into the Summary as adopted.

Furthermore, these updates supersede what is written in the Policy of Administration for Executive Management Employees.

Agreed this 1st day of April 2025

For the City:

_____/s/
Mario Cifuentez
City Manager

For the EMEA:

_____/s/
Chris Tavaréz
Finance Director



AGENDA STAFF REPORT

MEETING DATE: 4/1/2025	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Amendment to the General Employees Management Association (GEMA) Memorandum of Understanding.

RECOMMENDATION:

That the City Council, by motion, approve the attached Side Letter Agreement with the General Employees Management Association and authorize City staff to amend all other documents that may be necessary to implement said changes.

BACKGROUND:

As a result of a recent audit conducted by the California Public Employees' Retirement System (CalPERS) the findings outlined changes that are required to be made in reference to Educational Incentive Pay for represented classifications. To comply with CalPERS regulations, specifically the Public Employees' Retirement Law (PERL), the City has added a Special Assignment Pay section and amended its Certification Pay section to Education Pay in GEMA's MOU. Furthermore, the City will revise the manner in which these incentives are reported and amend the information reported to CalPERS for represented employees (if applicable).

City staff have worked with CalPERS Office of Audit Services (OFAS) to draft a Side Letter Agreement that meets their requirements. This agreement has also been reviewed and approved by GEMA. To complete the CalPERS Audit Resolution Action Plan, such an agreement must be formally adopted by the City's governing body (City Council).

FISCAL IMPACT:

Due to the clarifying nature of these amendments, the fiscal impact is anticipated to be minimal.

ATTACHMENTS:

1. GEMA Side Letter Agreement CalPERS Audit

SIDE LETTER AGREEMENT #5
BETWEEN
GENERAL EMPLOYEES MANAGEMENT ASSOCIATION (GEMA)
AND
THE CITY OF HANFORD
for the July 1, 2021 to Present

The City of Hanford (“City”) and the General Employees Management Association (“GEMA”) hereby enter into this Side Agreement to amend the Memorandum of Understanding (“MOU”) between the City and GEMA. This Side Agreement to the MOU adds Section 2.10 “Special Assignment Pay” and amends Section 2.12 “Certificate Pay to Education Pay”

“2.10 Special Assignment Pay

Water Certification Premium - Employees assigned to the positions of Utilities Manager, Utilities Supervisor, Wastewater Treatment Plant Manager, and Wastewater Treatment Plant Supervisor who are routinely and consistently assigned to test local water quality for compliance with governmental health standards as a regular part of their job duties and have obtained a Grade V or higher water distribution, water treatment, or wastewater treatment certificate shall receive a five percent (5%) increase to their base salary per month, payable with the normal payroll, effective the first full pay period after the City receives proof of the employee's certification. This compensation shall be provided on an ongoing basis, provided the certification is maintained and remains valid.

The City will pay for the cost associated with maintaining and renewing such certifications.

Any other licenses/certificates obtained by employees assigned to the General Employees Management Association will be reviewed by the City Manager to determine if it is related to the position and benefits the job and the City. It is expressly understood that positions and assignments eligible for additional pay (5% maximum) will be determined solely at the discretion of the City Manager and unlike the specific certifications described above will not be reported to CalPERS as pensionable income.”

~~“2.12 Certificate Pay~~

~~The City will implement a five percent (5%) certification pay for state issued licenses or certificates related to the position provided it benefits the job and the City. It is expressly understood that positions and assignments eligible for pay will be determined solely at the discretion of the City Manager. If any of the certificates, licenses and/or registrations are identified~~

~~by the City to be minimum qualifications on the adopted job classifications, premium pay for that particular certificate, license and/or registration shall not be paid.~~

~~The City will pay for certification, license, or registration renewals currently required by the City as minimum qualifications on the City's adopted job classifications or on certifications, licenses and/or registrations approved for Certificate Pay as identified above.~~

2.12 Education Pay

Educational Incentive - Employees assigned to the position of Environmental Compliance Supervisor shall receive a five percent (5%) increase to their base salary per month, effective the first full pay period after the City receives proof of the employee's Environmental Compliance Inspector certification. This compensation shall be provided on an ongoing basis, provided the certification is maintained and remains valid.

The City will pay for the cost associated with maintaining and renewing such certification.

Any other licenses/certificates obtained by employees assigned to the General Employees Management Association will be reviewed by the City Manager to determine if it is related to the position and benefits the job and the City. It is expressly understood that positions and assignments eligible for additional pay (5% maximum) will be determined solely at the discretion of the City Manager and unlike the specific certification described above will not be reported to CalPERS as pensionable income.”

Except as amended herein, each and every term and condition of the MOU shall remain in full force and effect, and this Side Letter Agreement shall be incorporated into the MOU as adopted.

Agreed this 1st day of April 2025.

For the City:

_____/s/
Mario Cifuentez
City Manager

For the GEMA:

_____/s/
Robert Buchanan
Interim President



AGENDA STAFF REPORT

MEETING DATE: 4/1/2025	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Amendment to the Service Employees International Union Local 521 Unit Memorandum of Understanding

RECOMMENDATION:

That the City Council, by motion, approve the attached Side Letter Agreement with the Service Employees International Union Local 521 and authorize City staff to amend all other documents that may be necessary to implement said changes.

BACKGROUND:

As a result of a recent audit conducted by the California Public Employees' Retirement System (CalPERS) the findings outlined changes that are required to be made in reference to Educational Incentive Pay for represented classifications. To comply with CalPERS regulations, specifically the Public Employees' Retirement Law (PERL), the City has added an Educational Pay and Special Assignment Pay section and amended its Certification and Training section of SEIU's MOU. Furthermore, the City will revise the manner in which these incentives are reported and amend the information reported to CalPERS for represented employees (if applicable).

City staff have worked with CalPERS Office of Audit Services (OFAS) to draft a Side Letter Agreement that meets their requirements. This agreement has also been reviewed and approved by SEIU. To complete the CalPERS Audit Resolution Action Plan, such an agreement must be formally adopted by the City's governing body (City Council).

FISCAL IMPACT:

Due to the clarifying nature of these amendments, the fiscal impact is anticipated to be minimal.

ATTACHMENTS:

1. SEIU Side Agreement -CalPERS Audit

SIDE LETTER AGREEMENT #5
BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU LOCAL 521)
AND
THE CITY OF HANFORD
for the July 1, 2021 to Present

The City of Hanford (“City”) and the Service Employees International Unit (“SEIU Local 521”) hereby enter into this Side Agreement to amend the Memorandum of Understanding (“MOU”) between the City and SEIU Local 521. This Side Agreement adds Section 2.21 “Educational Pay” and Section 2.22 “Special Assignment Pay” to the MOU and amends Section 2.18 “Certification and Training.”

“2.18 Certification and Training

The City shall ensure that adequate time and availability of the employee is made to attend all required training prior to the expiration of any required certifications.

All employees, regardless of shift length, are expected to return to work and complete the remainder of their shift unless the location of the training would not allow them to return in a safe, timely and sensible manner. An employee will not be required to use any accrued benefit time and will be credited the length of their regular shift if they are not able to return to work after attending training, as long as the reason for not returning to work is a result of uncontrollable circumstances and approved by that employee’s supervisor. When not returning to work after training is a result of illness or other personal reason, then appropriate benefits will need to be used. If the employee is uncertain whether or not to report back to work, they shall check with their supervisor and/or Department Head. The Department Head shall have final discretion. At no time shall an employee’s training, travel time and work time exceed their regularly scheduled work day except under one of the following conditions:

1. The combined training and travel time exceeds the length of an employee’s regular shift, the employee shall receive overtime pay (the employee shall immediately report this scenario to their supervisor should this occur).
2. The employee and management mutually agree that upon return from training, the employee can report to work and continue an overtime shift, if applicable.

The City will pay for costs associated with completing courses or achieving certifications or licenses, which are required by the City (whether State mandated or City option). If an employee is required to take an examination to obtain a certificate or license, payment for the first

examination will be pre-paid by the City. Costs shall include transportation or mileage paid at the IRS approved rate, tuition and fees. The City also agrees to pay the costs associated with renewal for any license or certification so long as it is required. An example of such requirements is the license for certification for water systems operator.

If an employee fails an examination, all costs associated to re-take the examination except transportation or mileage reimbursement which shall be at the employee's expense (does not apply to transportation or mileage).

~~The City will determine how many and which Utilities Maintenance Worker(s) will be required to obtain and maintain Backflow Tester, Backflow Specialist and Water Sampler A certifications. A two percent (2%) stipend will be paid for each certificate held by those employees required to maintain the certificate by the Department Head.~~

~~The City will determine how many and which employees will be required to obtain and maintain a Certified Access Specialist Certificate. A two percent (2%) stipend will be paid to those employees required to maintain the certificate by the Department Head.~~

“2.21 Educational Pay

Building Inspectors assigned to inspect buildings and sites for compliance with applicable state and federal construction related accessibility standards may be required to take educational courses to obtain and maintain a Certified Access Specialist Certificate to enhance their job performance. A two percent (2%) increase for Certified Access Specialist premium will be paid to an employee's base salary per month payable with the normal payroll effective the first full pay period after the City receives proof of the employee's certification. This compensation shall be provided on an ongoing basis, provided the certification is maintained and remains valid.

“2.22 Special Assignment Pay

Water Certification Premium:

Utilities Maintenance Workers routinely and consistently assigned to test local water quality for compliance with governmental health standards are eligible to earn an additional two percent (2%) of their base pay as a Water Certification Premium for each qualifying assignment. This includes assignments such as Backflow Testing, Backflow Specialist duties, or Water Sampling. Workers holding certifications and assigned to these specific tasks will receive the premium for each assignment performed, up to a maximum of six percent (6%) of their base pay. Increases will be made to the employee's base salary per month, payable with the normal payroll effective the first full pay period after the City received proof of the employee's certification. This compensation shall be provided on an ongoing basis, provided the certification is maintained and remains valid.

Except as amended herein, each and every term and condition of the MOU shall remain in full force and effect, and this Side Letter Agreement shall be incorporated into the MOU as adopted.

Agreed this 1st day of April 2025.

For the City:

_____/s/
Mario Cifuentez
City Manager

For the SEIU:

_____/s/
Michael Carter
SEIU Representative



AGENDA STAFF REPORT

MEETING DATE: 4/1/2025	AGENDA SECTION: CONSENT CALENDAR
-------------------------------	---

SUBJECT:

Amendment to the Hanford Professional Firefighters Local 3898, IAFF Professional Firefighters Unit Memorandum of Understanding

RECOMMENDATION:

That the City Council, by motion, approve the attached Side Letter Agreement with the Hanford Professional Firefighters Local 3898, IAFF Professional Firefighters Unit and authorize City staff to amend all other documents that may be necessary to implement said changes.

BACKGROUND:

As a result of a recent audit conducted by the California Public Employees' Retirement System (CalPERS) the findings outlined changes that are required to be made in reference to Educational Incentive Pay for represented classifications. To comply with CalPERS regulations, specifically the Public Employees' Retirement Law (PERL) the City has removed the pay provision language outlining employees must reach step "D" to receive Educational Incentive Pay and omitted reference to other documents to determine Educational Incentive Pay eligibility. Furthermore, the City will revise the manner in which this incentive is reported and amend the information reported to CalPERS for represented employees (if applicable).

City staff have worked with CalPERS Office of Audit Services (OFAS) to draft a Side Letter Agreement that meets their requirements. This agreement has also been reviewed and approved by the Hanford Professional Firefighter Unit. To complete CalPERS Audit Resolution Action Plan, such an agreement must be formally adopted by the City's governing body (City Council).

FISCAL IMPACT:

Due to the clarifying nature of these amendments, the fiscal impact is anticipated to be minimal.

ATTACHMENTS:

1. IAFF-HPFF Side Agreement -CalPERS Audit

SIDE LETTER AGREEMENT #1

BETWEEN

HANFORD PROFESSIONAL FIREFIGHTERS LOCAL 3898,
IAFF PROFESSIONAL FIREFIGHTERS UNIT

AND

THE CITY OF HANFORD

for the July 1, 2021 to Present

The City of Hanford ("City") and the Hanford Professional Firefighters Local 3898, IAFF Professional Firefighters Unit ("IAFF") hereby enter into this Side Agreement to amend the Memorandum of Understanding ("MOU") between the City and IAFF. This Side Agreement to the MOU amends Section 2.16 "Educational Incentive Pay"

"Educational Incentive Pay

- I. ~~Employees~~ Firefighters, Fire Engineers and Fire Captains (hired prior to April 21, 2020 ~~the date the current MOU was ratified~~) shall continue to receive the agreed upon Education Incentive Pay structure identified below. ~~Firefighters must have reached step "D" in their salary range to be eligible.~~
 - A. For completion of thirty (30) college units, fifteen of which must be in Fire Science: \$150.00 ~~one-time payment (not reportable to City's retirement system).~~
 - B. For completion of an Associate or Bachelor Degree: ~~\$40.00 per month.~~ \$480.00 per calendar year split into 26 pay periods of \$18.46.
 - C. Upon successful completion of the didactic portion ~~of the CA Office of the State Fire Marshall (OSFM), State Fire Training (SFT) of the state~~ for Firefighter 2 requirement, employees shall receive 2.5% of base salary per month payable with the normal payroll effective the first full pay period after the City receives the certificate.
 - D. Upon successful completion of the didactic portion ~~of the CA Office of the State Fire Marshall (OSFM), State Fire Training (SFT) for~~ of the state Fire/Company Officer requirement, employees shall receive 5% of base salary per month payable with the normal payroll effective the first full pay period after the Fire Chief or his designee has confirmed completion of all education and instruction. ~~that is required by the CA Office of the State Fire Marshall (OSFM) has been met.~~
 - E. Upon successful completion of the didactic portion ~~of the CA Office of the State Fire Marshall (OSFM), State Fire Training (SFT) for~~ of the state Chief Officer

~~requirement~~, employees shall receive 5% of base salary per month payable with the normal payroll effective the first full pay period after the Fire Chief or his designee has confirmed completion of all education and instruction. ~~that is required by the CA Office of the State Fire Marshall (OSFM) has been met.~~

~~Employees assigned to the position of Battalion Chief are only eligible for additional compensation for Chief Fire Officer certificate as their base salary already includes 2.5% for Firefighter 2 and 5% for Fire/Company Officer certificates.~~

- II. ~~New employees~~ Firefighters, Fire Engineers and Fire Captains (hired on or after ~~the date the current MOU is ratified~~ April 21, 2020) shall only receive Education Incentive Pay for Fire/Company Officer at the rank of Firefighter or above, or Chief Officer at the rank of Captain or above. Employees can only receive compensation for one certificate at a time. ~~In addition, Firefighters must have reached step "D" in their salary range to be eligible.~~
- A. For completion of thirty (30) college units, fifteen of which must be in Fire Science: \$150.00 ~~one-time payment (not reportable to City's retirement system).~~
 - B. For completion of an Associate or Bachelor Degree: ~~\$40.00 per month.~~ \$480.00 per calendar year split into 26 pay periods of \$18.46.
 - C. Upon successful completion of the didactic portion ~~of the CA Office of the State Fire Marshall (OSFM), State Fire Training (SFT) for~~ of the state Firefighter 2 ~~requirement~~, employees shall receive 2.5% of base salary per month payable with the normal payroll effective the first full pay period after the City receives the certificate.
 - D. Upon successful completion of the didactic portion ~~of the CA Office of the State Fire Marshall (OSFM), State Fire Training (SFT) for~~ of the state Fire/Company Officer ~~requirement~~, employees shall receive 5% of base salary per month payable with the normal payroll effective the first full pay period after the Fire Chief or his designee has confirmed completion of all education and instruction ~~that is required by the CA Office of the State Fire Marshall (OSFM) has been met.~~
 - ~~E.~~ Upon successful completion of the didactic portion ~~of the CA Office of the State Fire Marshall (OSFM), State Fire Training (SFT) for~~ of the state Chief Officer ~~requirement~~, employees shall receive 7.5% of base salary per month payable with the normal payroll effective the first full pay period after the Fire Chief or his designee has confirmed completion of all education and instruction ~~that is required by the CA Office of the State Fire Marshall (OSFM) has been met.~~
- III. Battalion Chiefs (hired prior to April 21, 2020) shall receive the following Educational Incentive Pay:

- A. For completion of thirty (30) college units, fifteen of which must be in Fire Science: \$150.00 one-time payment (not reportable to City's retirement system).
- B. For completion of an Associate or Bachelor Degree: \$480.00 per calendar year split into 26 pay periods of \$18.46.
- C. For Chief Fire Officer certificate, Battalion Chiefs shall receive 5% of base salary per month payable with the normal payroll effective the first full pay period after the City receives the certificate. (Battalion Chiefs are not eligible to receive compensation for a Firefighter 2 or Fire/Company Officer certification as their base salary was previously adjusted to include such certification).

IV. Battalion Chiefs (hired on or after April 21, 2020) shall receive the following Educational Incentive Pay:

- A. For completion of thirty (30) college units, fifteen of which must be in Fire Science: \$150.00 one-time payment (not reportable to City's retirement system).
- B. For completion of an Associate or Bachelor Degree: \$480.00 per calendar year split into 26 pay periods of \$18.46.
- C. For Chief Fire Officer certificate, Battalion Chiefs shall receive 7.5% of base salary per month payable with the normal payroll effective the first full pay period after the City receives the certificate. (Battalion Chiefs are not eligible to receive compensation for a Firefighter 2 or Fire/Company Officer certification as their base salary was previously adjusted to include such certification).

Except as amended herein, each and every term and condition of the MOU shall remain in full force and effect, and this Side Letter Agreement shall be incorporated into the MOU as adopted.

Agreed this 1st day of April 2025.

For the City:

_____/s/
Mario Cifuentez
City Manager

For the IAFF:

_____/s/
Jared Turner
President



AGENDA STAFF REPORT

MEETING DATE: 4/1/2025

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of Historic Resources Permit No. 0018-25, a request to make exterior modifications to the Old Courthouse, 113 Court Street, by removal of an exterior window and portion of wall, in order to accommodate a required ADA-accessible lift and entry. The building is a contributing building within the Historic Overlay Zone District, located at 113 Court Street (APN 010-265-001).

RECOMMENDATION:

Staff Recommends that the City Council:

1. Adopt Resolution No. 25-13-R, approving Historic Resource Permit No. 0018-25, subject to the conditions set forth within the resolution.

Recommended Motion:

1. I move to adopt Resolution No. 25-13-R, approving Historic Resource Permit No. 0018-25, subject to the conditions set forth within the resolution.

BACKGROUND:

Historic Resources Permit 0018-25 is a request to make exterior modifications to the Old Courthouse, 113 Court Street, by removal of an exterior window and portion of the wall along the east side of the building, in order to accommodate a new ADA-accessible lift and entry, as shown in Attachment 1.

The project is located at 113 Court Street (APN 010-265-001), see Figure 1, which is the location of the Old Courthouse. The Old Courthouse is a contributing building within the Historic Overlay Zone District. Additionally, the Old Courthouse is on the National Registry of Historic Places.

The National Register of Historic Places is the nation's official list of buildings, structures, objects, sites, and districts worthy of preservation because of their significance in American history, architecture, archeology, engineering, and culture. The National Register recognizes resources of local, state and national significance which have been documented and evaluated according to uniform standards and criteria.

Authorized under the National Historic Preservation Act of 1966, the National Register is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect

historic and archeological resources. The National Register is administered by the National Park Service, which is part of the U. S. Department of the Interior.

California resources listed in the National Register, and California Historical Landmarks #770 and above, are automatically listed in the California Register. See listing from National Register – Figure 2.

Figure 1: Property Aerial

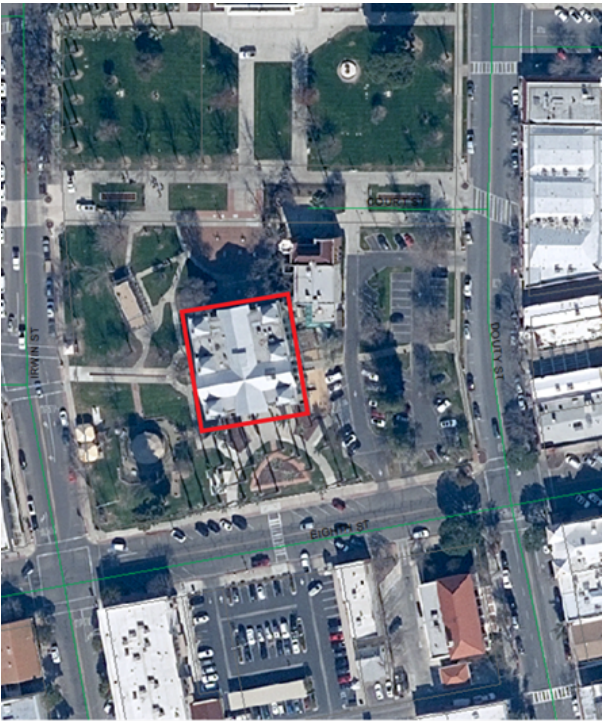


Figure 2: Listing from National Register

 Kings County Courthouse (added 1978 -- #78003963)
114 W. 8th St., Hanford



Historic Significance:
Event - Architecture/Engineering
Architect, builder, or engineer:
Huggerty John & Wixson, W.H.
Architectural style:
Classical Revival

Area of Significance:
Politics/Government, Architecture

Period of Significance:
1875-1899

Owner:
Local

Historic Function:
Government

Historic Sub-function:
Courthouse

Current Function:
Government

Current Sub-function:
Courthouse

More Information:
[archive document](#)

The site is designated in the General Plan as Downtown Mixed Use (see **Figure 3**) and zoned MX-D Downtown Mixed Use (see **Figure 4**), in accordance with the General Plan.

Figure 3: General Plan Designation
(Parcel outlined in bold; approximate location outlined in red)
Downtown Mixed Use

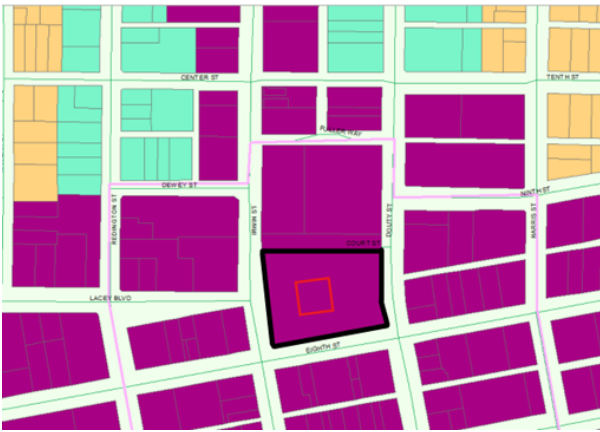
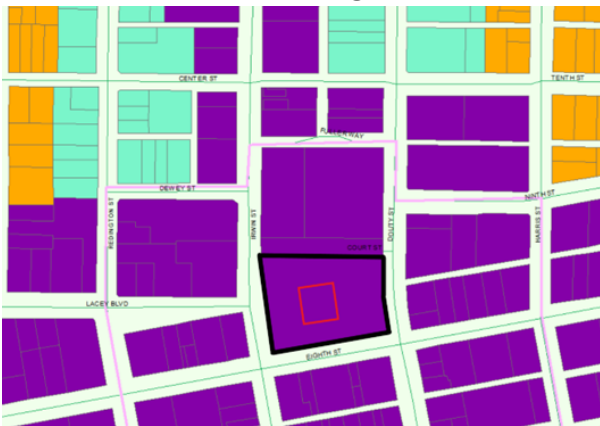


Figure 4: Zoning
 (Parcel outlined in bold; approximate location outlined in red)
 MX-D Downtown Mixed Use



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

Figure 5: Contributing Building Designation
 Historic Overlay Zone and Properties



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

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

Section 17.48.040

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

Section 17.48.070

1. A historic resource permit shall be required for any alteration of the exterior features of a building within a designated historic district, or a designated historic building or site, or to construct a new building or improvements upon property within a designated historic district except as otherwise provided in this Chapter [17.48](#), the City Council shall determine whether a historic resources permit shall be issued. A permit shall not be required for ordinary maintenance and repairs as defined in this section.
2. Permit Procedures. An application for a historic resource permit shall be made on a form prescribed by the Community Development Department and shall be accompanied by the fees established by resolution of the City Council. The application shall include the information required by Section [17.60.020](#) for site plan review, complete elevation drawings of the proposed alterations, samples of proposed colors and materials, color photographs of all sides of any existing improvement, building or structure on the site, and such other information as may be required by the Community Development Department. If applicable, the application shall include the information required by Chapter [17.58](#) (permit for conditional uses) and Chapter [17.62](#) (planned unit development).
3. Applications for permits requiring City Council approval shall be placed on the next regular meeting of the City Council. The City Council may approve, approve with conditions, or deny the permit.

Building Description

The Old Courthouse was the location of the former Kings County Courthouse. The building is an example of neo-classical revival style and is one of the oldest public buildings in continual use in Central California. The building was constructed in 1886 with a later addition built in 1913/14. The building has two principal levels, plus a full basement level, which is partly below grade. Construction materials are brick for the exterior and interior bearing walls, concrete for the footings and floor slab at grade, wood trusses at the roof, granite at exterior walls and for the two center columns at the south portico, and granite at the exterior steps. Exterior brick for the walls is a yellow/buff color.

See full building description in the National Register of Historic Places Inventory Nomination Form – **Attachment 2.**

Proposal

On November 5, 2024 City Council Members unanimously approved the Disposition and Development Agreement (DDA) between the City and Esteem Land Company LLC (Barrelhouse Brewing Company) and authorized City Manager Mario Cifuentez to complete the necessary documents to sell the Kings County Courthouse to the company.

Barrelhouse representatives first expressed interest in acquiring the Courthouse in 2022 under an agreement that would give them ownership of the building, while ensuring the City would preserve the building's historic integrity.

Today, most suites in the Courthouse are vacant (one suite is leased currently), due to required repairs and ADA accessibility upgrades.

This application represents a request to make exterior modifications to the Old Courthouse by removal of an exterior window and portion of the wall along the east side of the building, in order to accommodate a new ADA-accessible lift and entry.

As noted on the attached plans:

Lower Floor Plan

- Plan p. A2.1 (keynote 2) removal of exterior window – La Bella Spa

Main Floor Plan

- Plan p. A2.2 (keynote 11) exterior wall and window to be removed

Proposed Main Floor Plan:

- A 2.4 New ADA lift and entry shown

Elevations are included in **Attachment 1**, and as follows for the east side of the Courthouse:

Figure 6: East Side Elevation



A specification of the lift has been provided – see **Attachment 3**. The proposed lift will be slightly off-white/greyish.

The project has been evaluated for consistency with the Design Criteria set forth in Section

17.48.150 of the Hanford Municipal Code. *Applicable excerpts appear below:*

17.48.100 Building permits.

Before a building permit shall be issued for any structure, improvement or building proposed as part of the approved historic resource permit application, the building department shall secure written approval from the Community Development Department that the proposed improvements are in conformity with an approved historic resource permit. Before a building, improvement or structure may be occupied, the Community Development Department shall notify the Building Official that the site and such building improvement or structure thereon have been developed in conformity with an approved historic resource permit.

Analysis: The Building Official has been notified of the Historic Resource Permit required for this location and project. No permits will be issued prior to Council's approval of the HRA.

17.48.150 Design Criteria

A. The design criteria set forth in this section are intended to provide guidance to both the City Council and Community Development Department and property owners regarding the improvements to structures, buildings, improvements or sites designated as historic or located in historic districts. The design criteria set forth in this section shall be used in evaluating applications for historic resource permits and for other related issues as determined by the Community Development Department.

1. Contributing Buildings. The design criteria shall be used to insure the preservation and enhancement of the historical and architectural characteristics of the historic structures through restoration of those structures. The restoration of a structure to their exact former appearance shall be permitted but not required.

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

1. Every reasonable effort shall be made to use the building, structure or site for its originally intended purpose or for a compatible use which requires minimum alteration of the building, structure or site.

Analysis: The proposed use of the Old Courthouse is a compatible use which requires minimum alteration to the building, except for upgrades to the building, including ADA-accessibility improvements proposed herein.

1. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural feature should be avoided when possible.

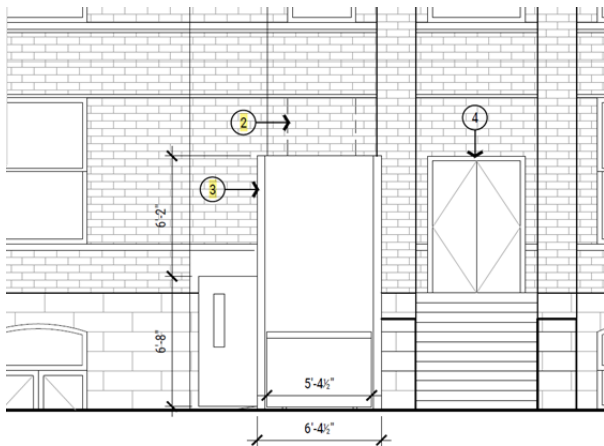
Analysis: The proposal to accommodate the ADA-accessible landing and lift will not destroy the original qualities or character of the structure. The work is limited to the east side of the building, the removal of a removal of exterior window for the lower floor tenant and the removal of the exterior

wall and window for the main floor tenant, as outlined in red, below.

Figure 7: East Side Area of Work



Figure 8: East Side Elevation (zoom)



9. Contemporary design for alterations and additions to existing buildings, structures or sites shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material and such design is compatible with the size, scale, color, materials and character of the property, neighborhood or environment.

Analysis: The proposed ADA lift will impact the original features of the building through the removal of the two windows and portions of the wall, however, ADA upgrades are necessary for continued use of the structure. Additionally, the proposed modifications are considered limited and minimal.

10. Wherever possible, new additions or alterations to buildings, structures or sites shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the building, structure or site would be unimpaired.

Analysis: In the future, if needed, the ADA lift and entry could be removed and the building returned to its original form, by replicating the material used, without compromising the integrity of the structure.

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

2. Windows and Doors.

a. Where they still exist, the original sills, lintels, frames, sash, muntins, and glass of windows and transoms should be preserved. The original doorway elements, including sills, lintels, frames and the doors, should also be retained. When they must be replaced, the replacements should duplicate the originals in design and materials.

c. The original proportions of wall openings should be retained. The blocking of any existing opening to accommodate standard sash and glass sizes, to hide ceilings lowered beneath the tops of existing windows, or for any other reason should not be allowed.

Analysis: The applicant proposes to remove two original window locations, in order to accommodate the new ADA lift and landing; however, this is consistent with past practice to allow for safety modifications to the building, consistent with State and Federal regulations (i.e. Fire Code and ADA-law).

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

1. Color.

a. Exterior colors should harmonize with other colors on the same building and on the streetscape. Exterior colors should complement the colors of neighboring buildings and should be selected to be mutually supportive and beneficial to the overall historic character of the streetscape.

b. Where wood or metal surfaces of windows, doors, porches and details, other than cornices, are to be painted, the following colors shall be used: During the early twentieth century, muted colors and earth colors were favored. They included gray, dark brown, dark green, blue gray, beige, brick red, and terra cotta. A slightly grayish-white paint, was frequently used for major surface areas and for details. This grayish-white is an appropriate choice for window sash and frames and for other details. In some instances, black or dark gray may be appropriate for the fixed window or door frame. If the original color of a cornice cannot be determined, grayish-white, buff or sandstone color are preferred choices.

Analysis: The proposed ADA lift will be a neutral, slightly off-white greyish color.

Findings for Approval

Staff has found that the application consistent with Section 17.48 of the Hanford Municipal Code and advises that the approval of the historic resources permit will allow private investment in the Downtown area, enhance property values, allow the increase of economic and financial benefits to the City and its property owners and inhabitants, and recommends the City Council make the following findings:

1. That the proposal will not impact the Historic Overlay Zone since the site is designated as noncontributing.
2. That the proposed project will provide a complementary setting and environment in the Historic District.

3. That the proposed project will promote and encourage continued private ownership and utilization of structures so that the objectives set forth in this section can be attained under this policy.
4. That the request will not adversely affect the public health, safety, and general welfare of the citizens of Hanford.

Recommendation:

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

Staff recommends that the City Council adopt Resolution 25-13-R, approving Historic Resources Permit HRA0018-25, subject to the following conditions:

1. That the applicant adhere to the design criteria for the Historic Overlay Zone, set forth in Section 17.48 of the Hanford Municipal Code.
2. That the alterations shall be completed in accordance with the proposed changes, as shown in Attachment 1 and 3 (Exhibit A and B of the resolution). Future changes may be approved by the Community Development Director or forwarded to the City Council for review.
3. That the ADA-lift be a white/greyish color to be verified and approved by the Community Development Department.
4. That should the ADA lift and landing be removed in the future, the building shall be restored to its original form, utilizing the same materials existing throughout the remainder of the building.
5. That the applicant shall contact the State Historic Preservation Officer (SHPO) to ensure that the proposal is consistent with the requirements of the State of California, as a listed Historical Landmark.
6. That approval of this project does not exempt compliance with all applicable sections of the Zoning Ordinance, Public Works Improvement Standards, fees, or other City Ordinances.

Staff Recommends that the City Council:

1. Adopt Resolution No. 25-13-R, approving Historic Resource Permit No. 0018-25, subject to the conditions set forth within the resolution.

Applicant:

Kevin Nickell
Carvalho Construction
22841 Grangeville Boulevard
Lemoore, CA 93245

FISCAL IMPACT:

n/a

ATTACHMENTS:

1. Resolution No. 25-13-R
2. HRA0018-25
3. National Register of Historic Places Inventory Nomination Form (1977)
4. Specification
5. Notice of Exemption - 15301 Existing Facilities

RESOLUTION 25-13-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD APPROVING HISTORIC RESOURCES PERMIT HRA0018-25, A REQUEST TO MAKE EXTERIOR MODIFICATIONS TO THE OLD COURTHOUSE, 113 COURT STREET, BY REMOVAL OF AN EXTERIOR WINDOW AND PORTION OF THE WALL, IN ORDER TO ACCOMMODATE A NEW ADA-ACCESSIBLE LIFT AND ENTRY. THE BUILDING IS A CONTRIBUTING BUILDING WITHIN THE HISTORIC OVERLAY ZONE DISTRICT, LOCATED AT 113 COURT STREET (APN 010-265-001).

At a regular meeting of the City Council of the City of Hanford duly called and held on April 1, 2025, at 7:00 p.m. in the Council Chambers of the Civic Auditorium, it was moved by Council Member _____, and seconded by Council Member _____, and duly carried, that the following resolution be adopted:

WHEREAS, an application, filed by Kevin Nickell, for Historic Resources Permit HRA0018-25, as shown in **Exhibit A**, was presented to the City Council; and

WHEREAS, the proposed project is located at 113 Court Street (APN 010-265-001); and

WHEREAS, the City Council of the City of Hanford, at a regular meeting on April 1, 2025, reviewed the request for Historic Resources Permit HRA0018-25; and

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

WHEREAS, the City Council of the City of Hanford reviewed the application for the Historic Resources Permit HRA0018-25 and found that the application is consistent with Section 17.48 of the Hanford Municipal Code, that the approval of the historic resources permit will allow private investment in the Downtown area, enhance property values, allow the increase of economic and financial benefits to the City and its property owners and inhabitants, and make the following findings:

1. That the proposal will not impact the Historic Overlay Zone since the site is designated as noncontributing.
2. That the proposed project will provide a complementary setting and environment in the Historic District.
3. That the proposed project will promote and encourage continued private ownership and utilization of structures so that the objectives set forth in this section can be attained under this policy.
4. That the request will not adversely affect the public health, safety, and general welfare of the citizens of Hanford.

THEREFORE, BE IT RESOLVED that the City Council of the City of Hanford hereby approves Historic Resources Permit HRA0018-25, subject to the following conditions:

1. That the applicant adhere to the design criteria for the Historic Overlay Zone, set forth in Section 17.48 of the Hanford Municipal Code.

2. That the alterations shall be completed in accordance with the proposed changes, as shown in **Exhibits A and B**. Future changes may be approved by the Community Development Director or forwarded to the City Council for review.
3. That the ADA-lift be a white/greyish color to be verified and approved by the Community Development Department.
4. That should the ADA lift and landing be removed in the future, the building shall be restored to its original form, utilizing the same materials existing throughout the remainder of the building.
5. That the applicant shall contact the State Historic Preservation Officer (SHPO) to ensure that the proposal is consistent with the requirements of the State of California, as a listed Historical Landmark. info.calshpo@parks.ca.gov
6. That approval of this project does not exempt compliance with all applicable sections of the Zoning Ordinance, Public Works Improvement Standards, fees, or other City Ordinances.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Hanford hereby approves Historic Resources Permit HRA0018-25. Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on April 1, 2025 by the following vote:

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

APPROVED: _____
 Lou Martinez
 MAYOR of the City of Hanford

ATTEST: _____
 NATALIE CORRAL
 CITY CLERK

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

I, NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 1st day of April 2025.

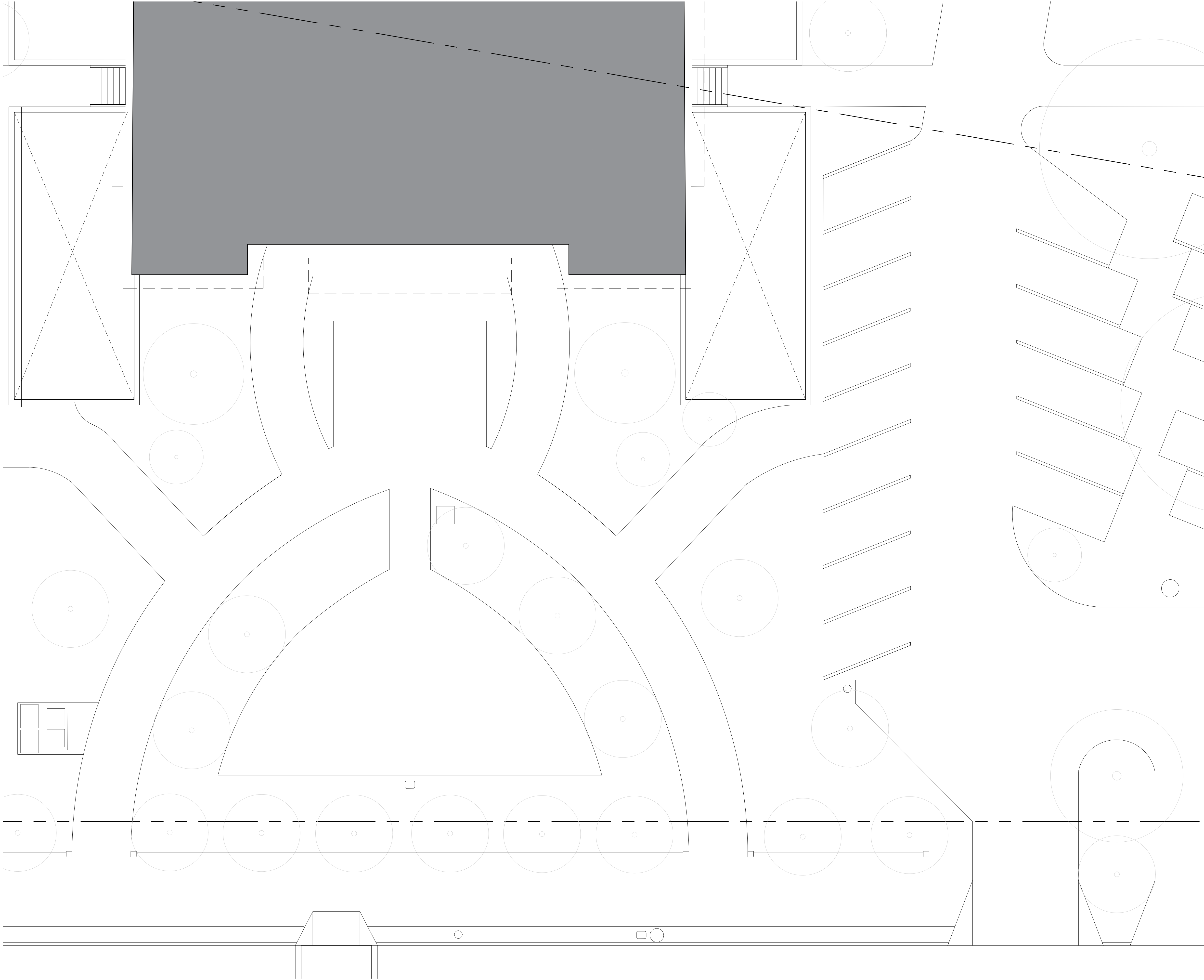
Date: _____

 NATALIE CORRAL
 CITY CLERK

Exhibit A
Plan

COUNTY COURTHOUSE REMODEL

OVERALL
SITE PLAN



SHEET LEGEND	
---	PROPERTY LINE
- - - - -	SETBACK LINE
— √ — √ —	WATER LINE
— SS — SS —	SEWER LINE
— € — € —	POWER LINE
— GAS —	GAS LINE

- SHEET NOTES**
- REFER TO SITE PLAN GENERAL NOTES ON SHEET T2.1
 - THE GENERAL CONTRACTOR IS RESPONSIBLE TO VERIFY LOT LINES, PRIOR TO FOUNDATION INSPECTION, THE LOT CORNERS SHALL BE STAKED AND SETBACKS MARKED BY A LICENSED SURVEYOR
 - SEE CIVIL PLANS FOR CAL FIRE TURNAROUND AREA PER CAL FIRE STANDARDS
 - SEE SHEET A1.2 FOR ENLARGED SITE PLAN

- KEYNOTES**
- 01 SAMPLE KEYNOTE
 - 02 SAMPLE KEYNOTE
 - 03 SAMPLE KEYNOTE
 - 04 SAMPLE KEYNOTE
 - 05 SAMPLE KEYNOTE

1

ENLARGED SITE PLAN

0124816

SCALE: 1/8" = 1'-0"

N

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ARCHITECTS
/ INTERIORS

104 S. Main St. Unit B
Templeton, CA 93465
Studio: 805/400-3025
info@brockitecture.com
Licensed Architect C-32384
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COUNTY COURTHOUSE REMODEL

OWNER /
XXX
XXX
XXX
XX

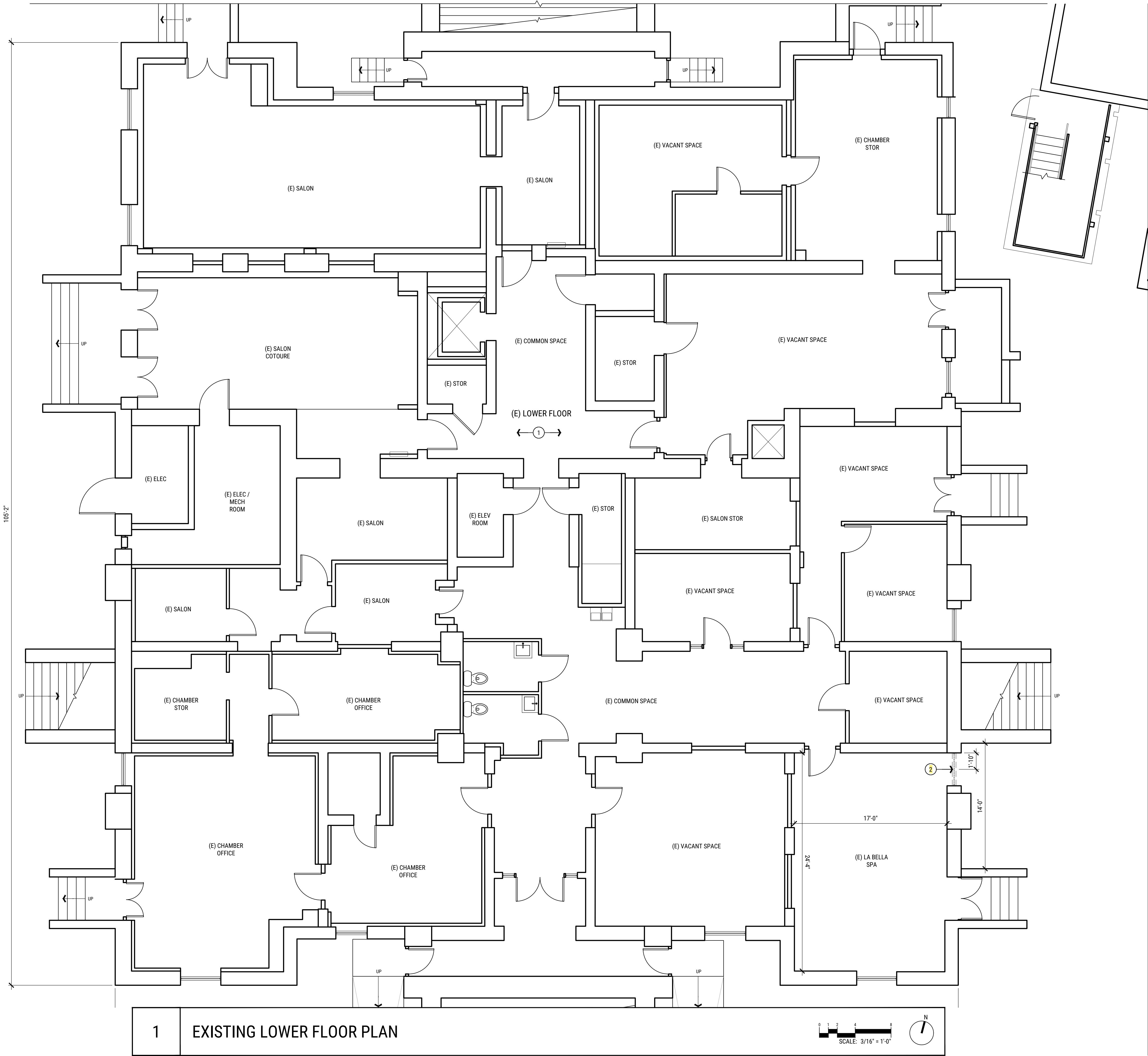
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ENLARGED
SITE PLAN

A1.2



SHEET LEGEND

- (E) WALL TO REMAIN
- (E) TO BE REMOVED

SHEET NOTES

- REFER TO FLOOR GENERAL NOTES ON SHEET T2.1
- SEE DOOR & WINDOW SCHEDULES ON SHEET A6.1
- REFER TO REFLECTED CEILING PLAN FOR CEILING HEIGHTS.
- GRIDLINES ARE TO FACE OF CONCRETE OR FRAMING, OR CENTERLINE OF STRUCTURAL ELEMENTS, UNLESS OTHERWISE NOTED.
- FLOOR PLAN DIMENSIONS ARE TO FACE OF FRAMING, CENTERLINE OF DOOR, WINDOW OR FIXTURE, UNLESS OTHERWISE NOTED.
- CONTRACTOR TO VERIFY LAYOUT, ROUGH FRAMING AND FINISH DIMENSIONS WITH INTERIOR DOOR AND FINISH SELECTIONS.
- PROVIDE ADEQUATE BLOCKING IN WALLS FOR CABINETS AND OTHER WALL MOUNTED ACCESSORIES INCLUDING BUT NOT LIMITED TO HANDRAILS, SHELVING AND BATHROOM FIXTURES.
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- AT ALL PENETRATIONS AND INTERSECTIONS OF FIRE-RATED PARTITIONS, PROVIDE FIRE SEALANT AND/OR FIRE STOPPING TO MAINTAIN CONTINUITY OF PARTITION RATING.
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- WHERE THRESHOLDS ARE REQUIRED, PROVIDE ACCESSIBLE THRESHOLDS WITH MAXIMUM 1/2" ELEVATION CHANGE.

KEYNOTES

- 01 CLEAN, REPAIR, & REPLACE AS NEEDED, V.I.F.
- 02 (E) WINDOW TO BE REMOVED

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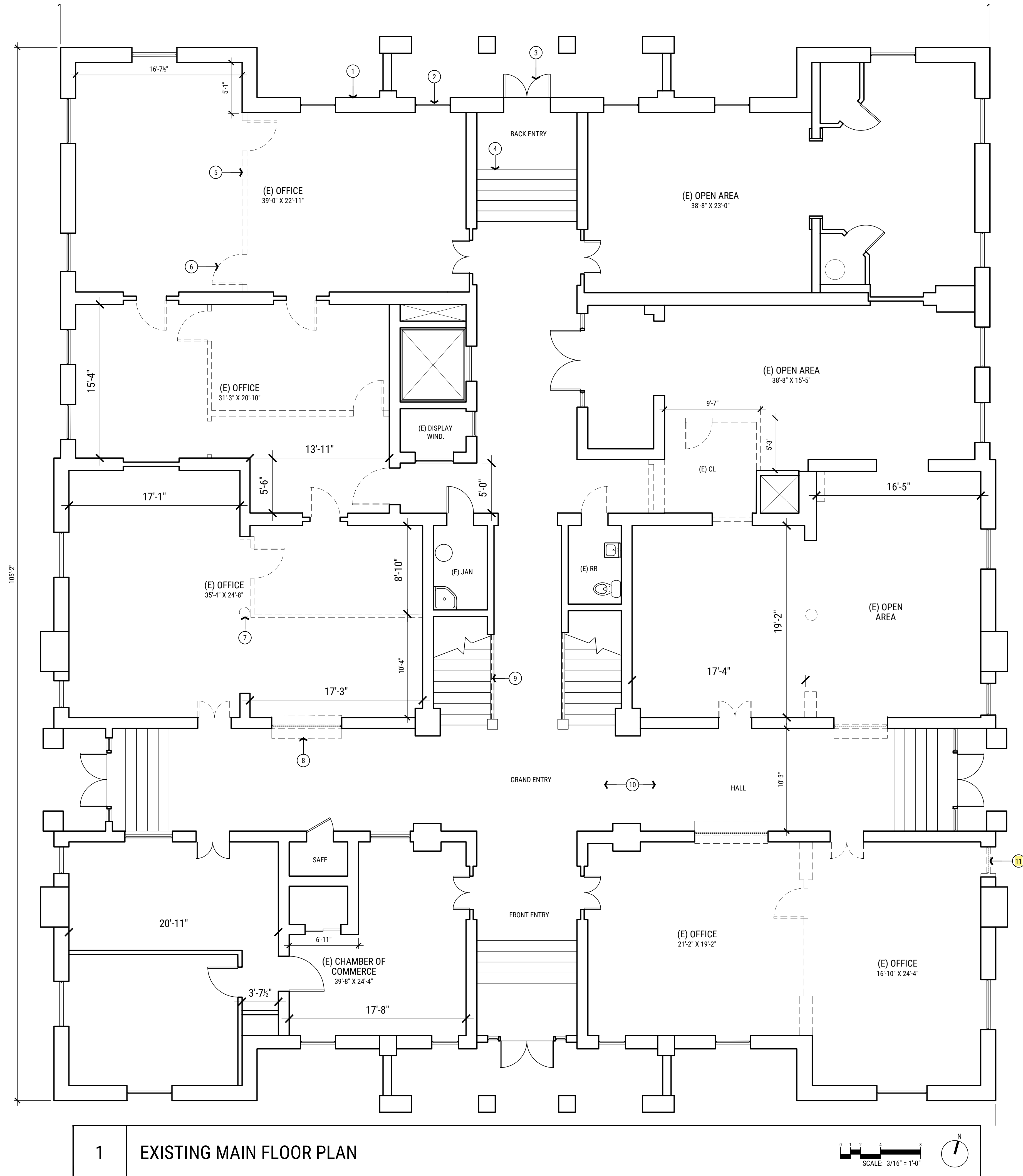
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EXISTING LOWER FLOOR PLAN

A2.1



SHEET LEGEND

 (E) WALL TO REMAIN
 (E) TO BE REMOVED

SHEET NOTES

1. REFER TO FLOOR GENERAL NOTES ON SHEET T2.1
2. SEE DOOR & WINDOW SCHEDULES ON SHEET A2.1
3. REFER TO REFLECTED CEILING PLAN FOR CEILING HEIGHTS.
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11. WHERE THRESHOLDS ARE REQUIRED, PROVIDE ACCESSIBLE THRESHOLDS WITH MAXIMUM 1/2" ELEVATION CHANGE.

KEYNOTES

- 01 (E) WALLS TO REMAIN, U.N.O.
- 02 (E) WINDOWS TO REMAIN, U.N.O.
- 03 (E) DOORS TO REMAIN, U.N.O.
- 04 (E) STAIRS TO REMAIN
- 05 (E) WALL TO BE REMOVED, TYP.
- 06 (E) DOOR TO BE REMOVED, TYP.
- 07 (E) COLUMN TO BE REMOVED, TYP., SEE STRUCTURAL
- 08 (E) GLASS CASE TO BE REMOVED, TYP.
- 09 (E) RAILING TO BE REPLACED
- 10 (E) TILE TO REMAIN, REPAIR WHERE NEEDED, V.I.F.
- 11 (E) EXTERIOR WALL & WINDOW TO BE REMOVED

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Templeton, CA 93465
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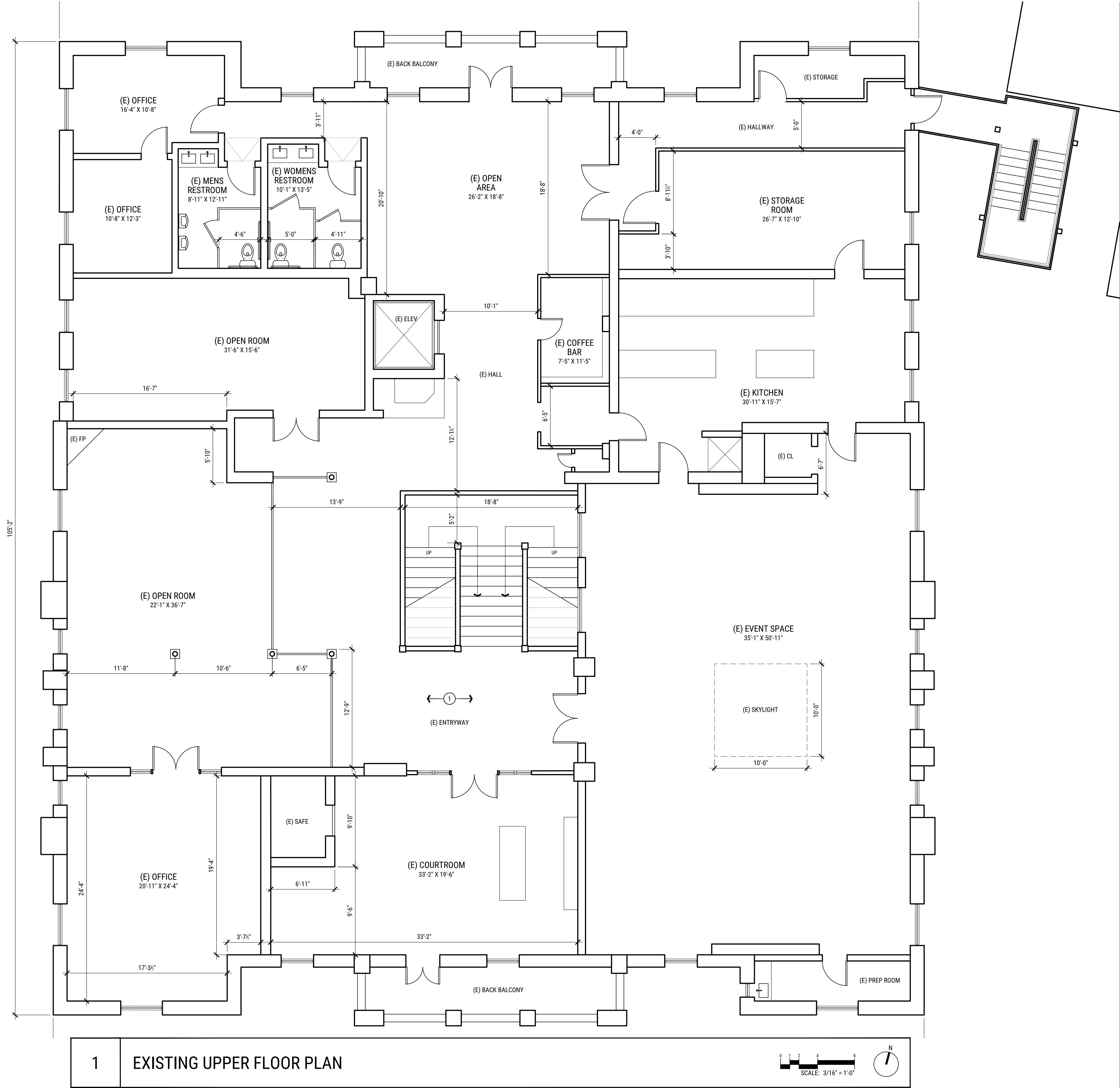
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EXISTING
MAIN FLOOR
PLAN

A2.2



1 EXISTING UPPER FLOOR PLAN

SHEET LEGEND

(E) WALL TO REMAIN

SHEET NOTES

- REFER TO FLOOR GENERAL NOTES ON SHEET T2.1
- SEE DOOR & WINDOW SCHEDULES ON SHEET A6.1
- REFER TO REFLECTED CEILING PLAN FOR CEILING HEIGHTS.
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- WHERE THRESHOLDS ARE REQUIRED, PROVIDE ACCESSIBLE THRESHOLDS WITH MAXIMUM 1/2" ELEVATION CHANGE.
-

KEYNOTES

- 01 CLEAN, REPAIR, & REPLACE AS NEEDED, V.I.F.

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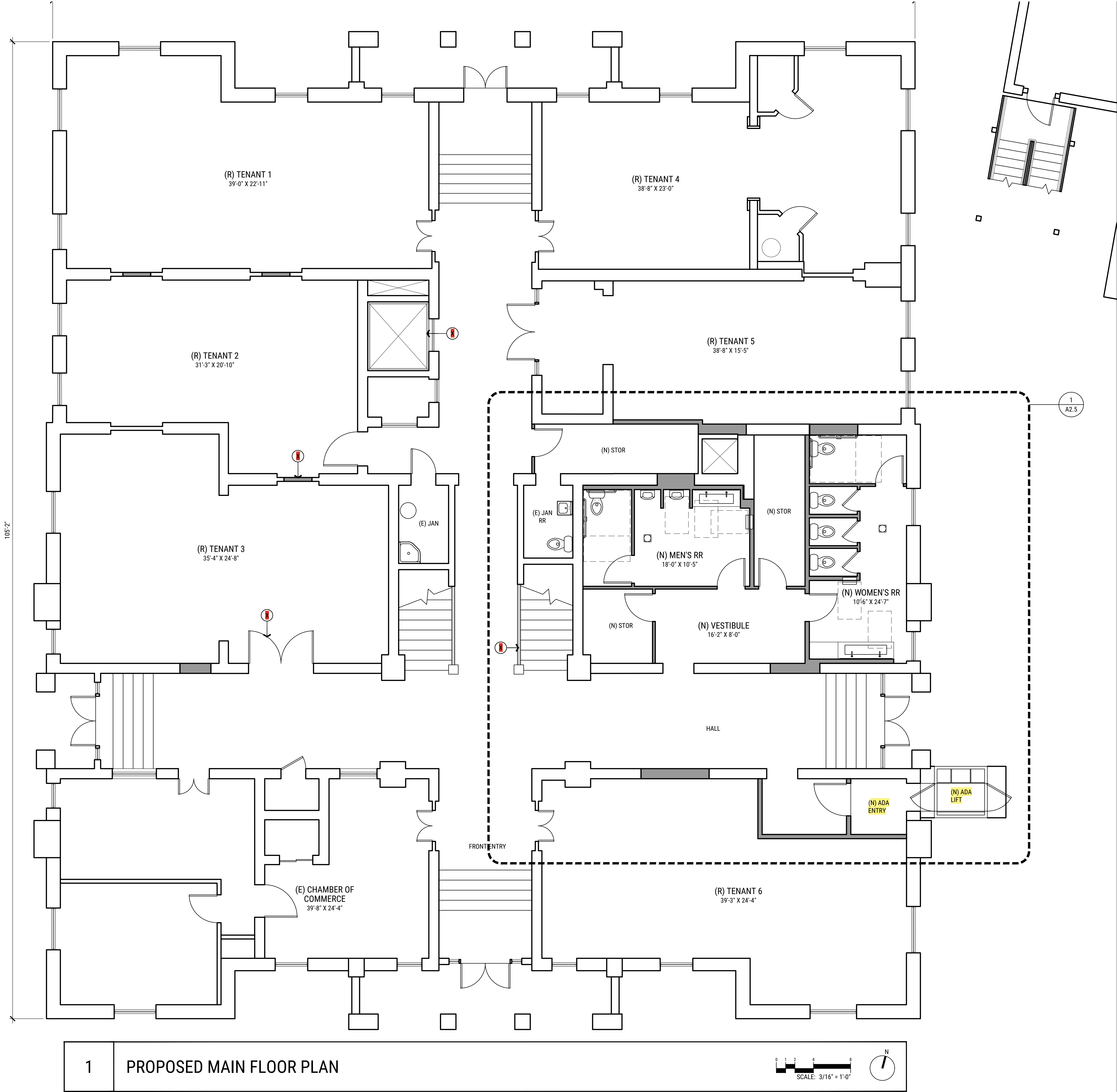
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EXISTING UPPER FLOOR PLAN

A2.3



SHEET LEGEND

2X6 WD FRAMED WALL AT 16" O.C. W/ GYP. BD.

2X4 WD FRAMED WALL AT 16" O.C. W/ GYP. BD.

- SHEET NOTES**
- REFER TO FLOOR GENERAL NOTES ON SHEET T2.1
 - SEE DOOR & WINDOW SCHEDULES ON SHEET A6.1
 - REFER TO REFLECTED CEILING PLAN FOR CEILING HEIGHTS.
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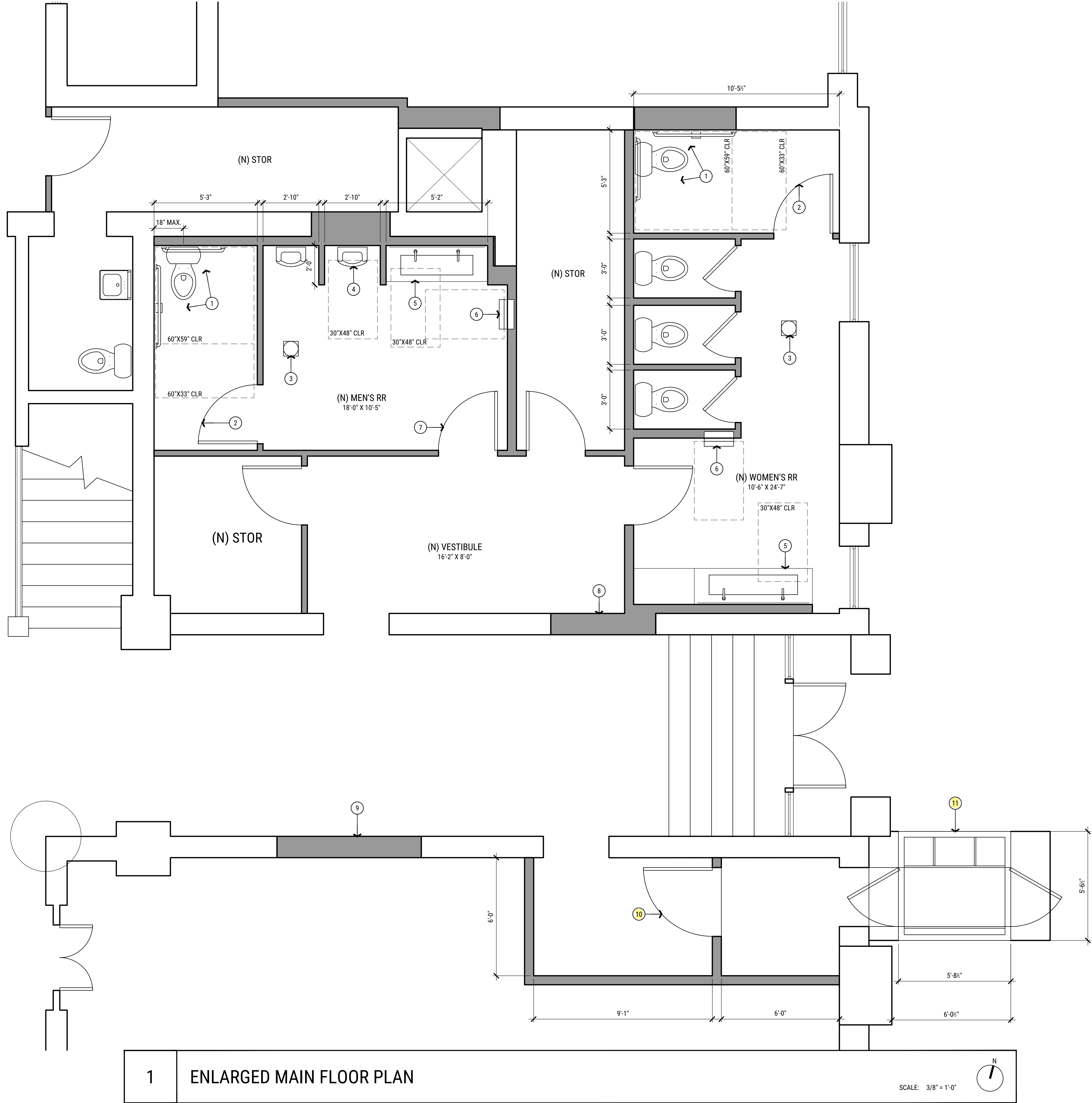
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PROPOSED
MAIN FLOOR
PLAN

A2.4



1	ENLARGED MAIN FLOOR PLAN	SCALE: 3/8" = 1'-0"	N
---	--------------------------	---------------------	---

SHEET LEGEND

- | | |
|----------------|--|
| | 2X6 WD FRAMED WALL AT 16" O.C. W/ GYP. BD. |
| | 2X4 WD FRAMED WALL AT 16" O.C. W/ GYP. BD. |
| SHEET LEGEND 1 | |
| SHEET LEGEND 2 | |
| SHEET LEGEND 3 | |

SHEET NOTES

- REFER TO FLOOR GENERAL NOTES ON SHEET T2.1
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KEYNOTES

- (N) ACCESSIBLE TOILET, GRAB BARS & ACCESSORIES; MOUNT BOTH GRAB BARS AT SAME HEIGHT 33" MIN - 36" MAX TO THE TOP OF THE GRIPPING SURFACE; ALLOW FOR 1-1/2" CLEARANCE BETWEEN BOTTOM OF GRAB BARS AND THE TOP OF ANY ACCESSORIES, TOILET TANKS AND FLUSH VALVES, PER CBC 11B-609.4
- (N) ACCESSIBLE SIDE-OPENING WATER CLOSET DOOR; PROVIDE 34" CLEAR OPENING WIDTH AT COMPARTMENT DOOR WITH 4" MAX STILE WIDTH; DOORS SHALL BE SELF-CLOSING W/ COMPLIANT HARDWARE CBC 11B-404
- (N) FLOOR DRAIN
- (N) WALL-HUNG TYPE ACCESSIBLE URINAL, SEE DETAIL 12/A7.2
- (N) ACCESSIBLE HAND SINK
- (N) WALL-MOUNTED ACCESSIBLE PAPER TOWEL DISPENSER
- (N) DOOR, TYP.
- (N) WALL, TYP.
- (E) GLASS CABINET TO BE FILLED
- 10 (N) ADA ENTRY DOOR**
- 11 (N) ADA LIFT**

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Templeton, CA 93465
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info@brockitecture.com
Licensed Architect C-32384
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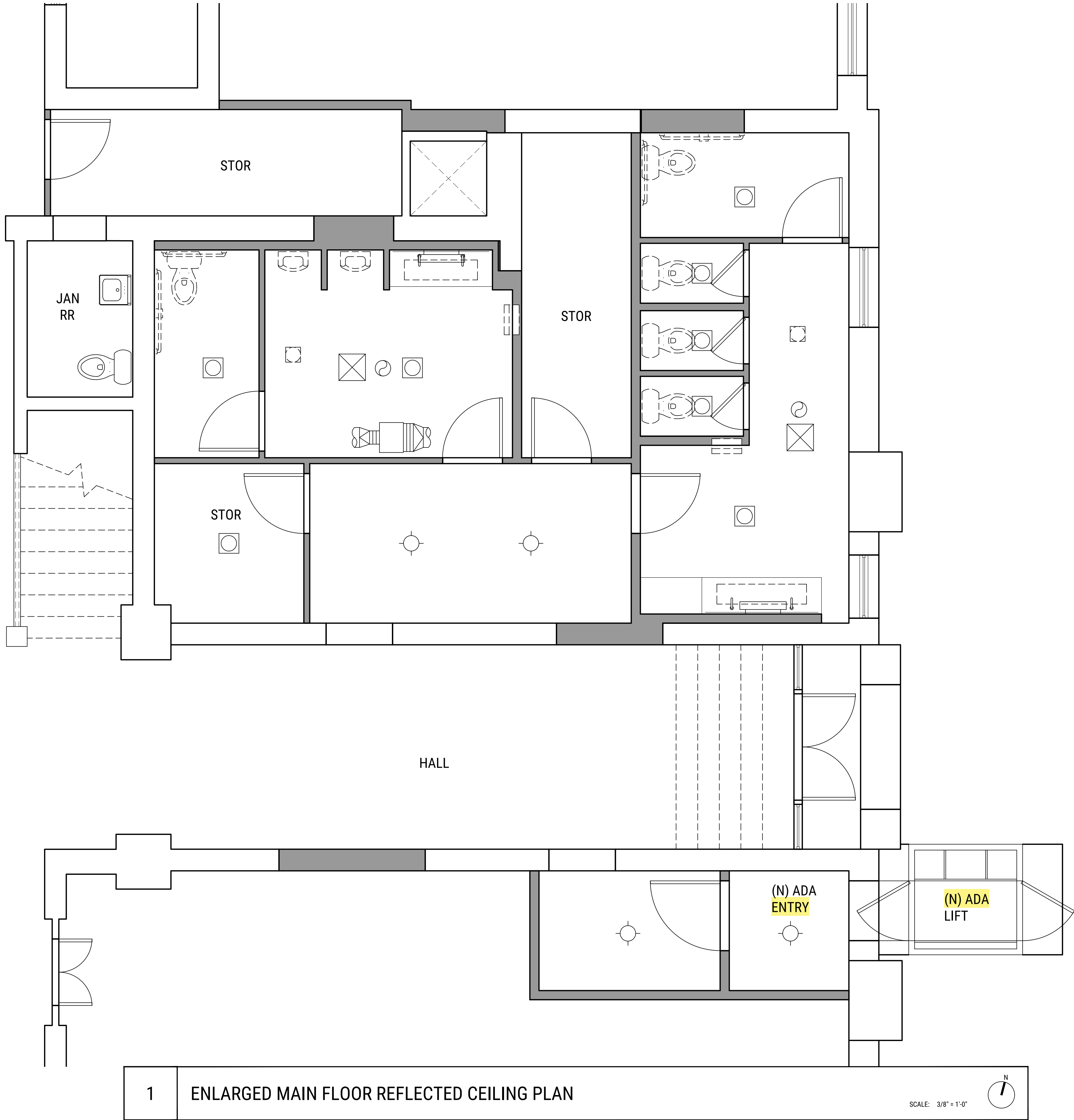


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ENLARGED
MAIN FLOOR
PLAN

A2.5

FRONT ENTRY



SHEET LEGEND

SHEET NOTES

1. REFER TO FLOOR GENERAL NOTES ON SHEET T2.1
2. SEE DOOR & WINDOW SCHEDULES ON SHEET A6.1
3. REFER TO REFLECTED CEILING PLAN FOR CEILING HEIGHTS.
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KEYNOTES

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MAIN FLOOR
RCP

A2.6



1

FRONT EXTERIOR ELEVATION / SOUTH

SCALE: 3/16" = 1'-0"



2

SIDE EXTERIOR ELEVATION / EAST

SCALE: 3/16" = 1'-0"

SHEET LEGEND

- COMP SHINGLE ROOF, SPEC TBD, TYP.
- JAMES HARDIE "ARTISAN" VERTICAL V-GROOVE FIBER CEMENT SIDING W/ LOCK JOINT SYSTEM, 5/8" THICK, COLOR TBD, TYP. REFER TO MANUFACTURERS INSTALLATION INSTRUCTIONS
- SOLID-SAWN 1X WOOD VERTICAL TONGUE & GROOVE SIDING, MIN 4" BOARD WIDTH OVER 5/8" TYPE-X GYP BOARD; STAIN COLOR TBD, TYP.
- SHEET LEGEND 1
- SHEET LEGEND 2
- SHEET LEGEND 3

SHEET NOTES

- REFER TO EXTERIOR ELEVATION GENERAL NOTES ON SHEET T2.1
- GRIDLINES ARE TO FACE OF CONCRETE OR FRAMING, OR CENTERLINE OF STRUCTURAL ELEMENTS, UNLESS OTHERWISE NOTED.
- EXTERIOR MATERIALS ARE SHOWN GENERICALLY. ACTUAL MATERIALS TO BE SELECTED BY ARCHITECT OR OWNER.

KEYNOTES

- (E) WINDOW TO REMAIN, TYP.
- (E) WINDOW TO BE REMOVED, SEE MAIN FLOOR PLAN
- (E) ADA LIFT, SPEC _____
- (E) DOOR TO REMAIN, TYP.

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EXTERIOR
ELEVATIONS

A3.1



1

REAR EXTERIOR ELEVATION / NORTH

SCALE: 3/16" = 1'-0"



2

SIDE EXTERIOR ELEVATION / WEST

SCALE: 3/16" = 1'-0"

SHEET LEGEND

SHEET LEGEND 1
SHEET LEGEND 2
SHEET LEGEND 3

SHEET NOTES

1. SAMPLE SHEET NOTE
2. SAMPLE SHEET NOTE
3. SAMPLE SHEET NOTE

KEYNOTES

01. SAMPLE KEYNOTE
02. SAMPLE KEYNOTE
03. SAMPLE KEYNOTE
04. SAMPLE KEYNOTE
05. SAMPLE KEYNOTE

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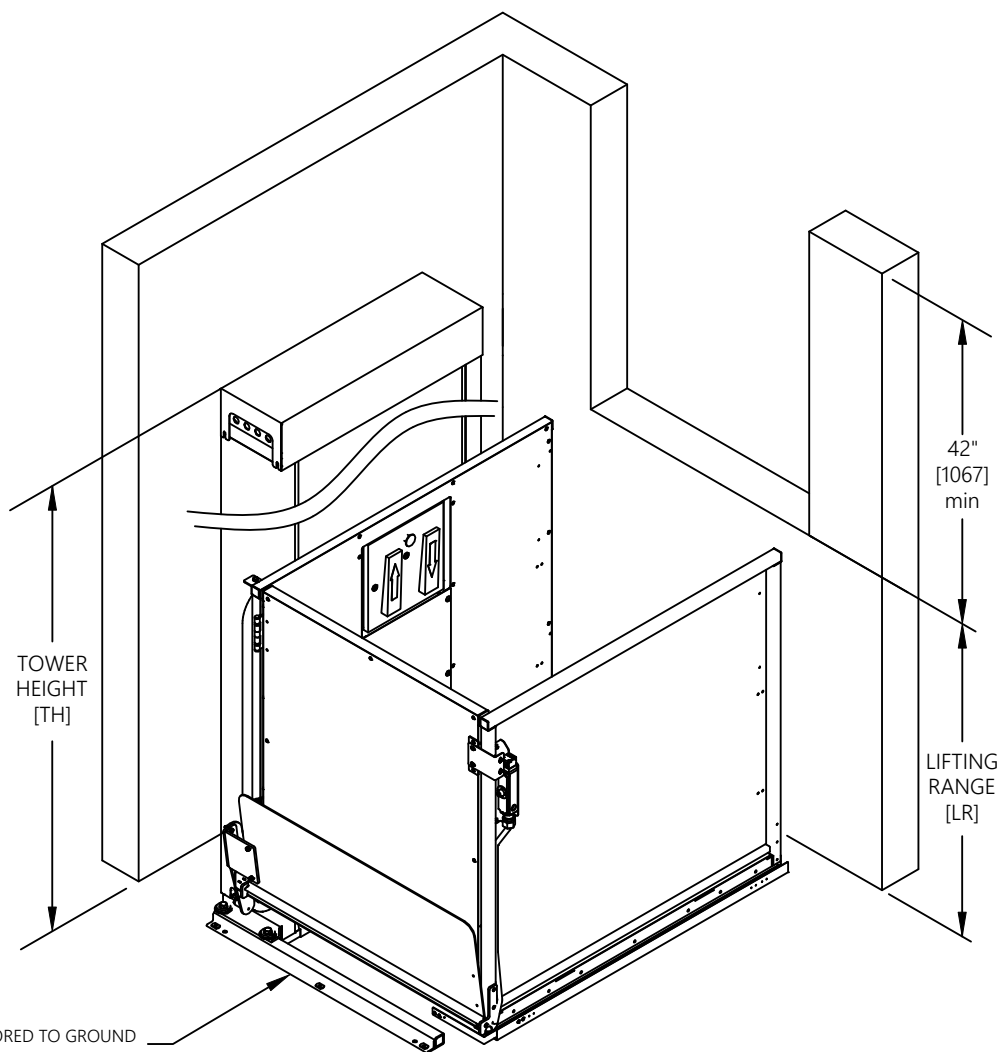
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EXTERIOR
ELEVATIONS

A3.2

Exhibit B
Specification

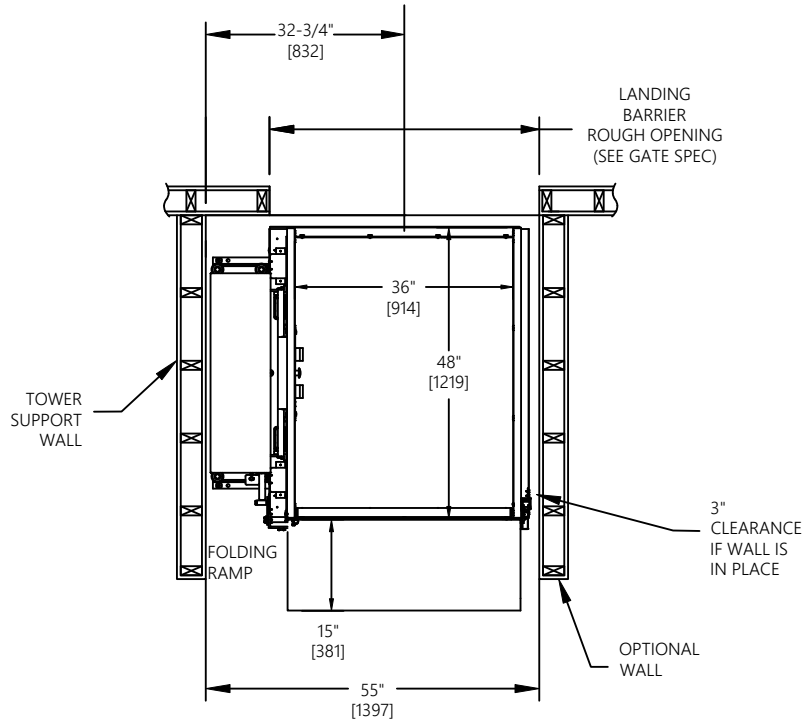


SPECIFICATIONS

PLATFORM SIZE	36"x48" [914mm x 1219mm]
FOOTPRINT	51"x48" [1295mm x 1219mm]
MAX LOAD	750lb [340kg]
SPEED	8fpm [0.04mps]
DRIVE TYPE	SCREW NUT SYNCHRONOUS BELT DRIVE
MOTOR SPEC	1/2 HP [0.37kW]
POWER SUPPLY	110V / 1PH / 60Hz
SAFETY PLATE BENEATH PLATFORM	
NON-LOAD-BEARING BACKUP SAFETY NUT	

JOB No.	JOB	TOTAL TRAVEL	T-TRAV T-TRAV-MM	INCHES mm	No. OF LANDINGS 2	DATE: MON / YR	RAM	FLEX LIFT
LOCATION	LOC-1 LOC-2					DWN. BY: NAME	INSTALLATION DETAILS AND SPECIFICATIONS	
ARCHITECT	ARC-1 ARC-2					CHECKED BY: NAME		
GENERAL CONTRACTOR	GEN-1 GEN-2					SCALE: N.T.S.	DRAWING No. 1/2 3648-S-L-CR	REV 00

PLAN VIEW



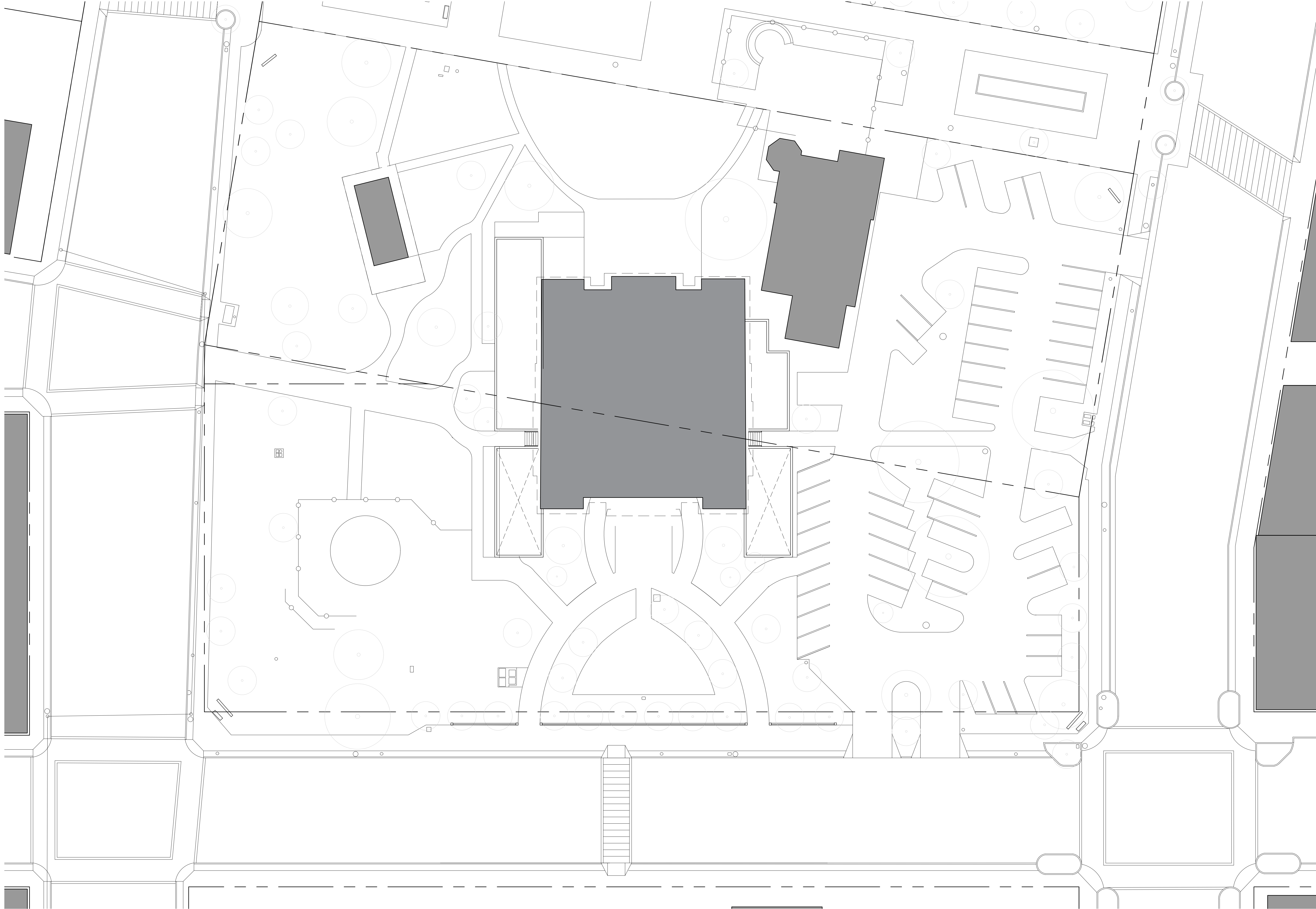
VARIABLE DIMENSIONS

LIFTING RANGE [LR]	TOWER HEIGHT [TH]	
	SHORT COVER	TALL COVER
28" [711]	50½" [1283]	61½" [1562]
52" [1321]		
72" [1829]		
96" [2438]		
120" [3048]		
144" [3658]		
168" [4267]		

LANDING BARRIER TYPE	ROUGH OPENING WIDTH	ROUGH OPENING HEIGHT
RAM 36x42 STEEL GATE	44½" [1130]	N/A
RAM 36x42 ALUM. & GLASS GATE	44½" [1130]	N/A
RAM 36x80 ALUM. & GLASS DOOR (MANUAL)	44½" [1130]	82¼" [2089]
RAM 36x80 ALUM. & GLASS DOOR (AUTO)	44½" [1130]	86¼" [2191]
FIRE RATED 36x80 (MANUAL & NON-CONCEALED AUTO)	44½" [1130]	84¼" [2140]
FIRE RATED 36x80 (CONCEALED AUTO)	44½" [1130]	86¼" [2203]

*NOTE: CONSULT DETAILED SPEC SHEET FOR LANDING BARRIER DETAILS

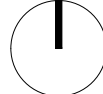
JOB No.	JOB	TOTAL TRAVEL	T-TRAV T-TRAV-MM	INCHES mm	No. OF LANDINGS 2	DATE: MON / YR	RAM	FLEX LIFT
LOCATION	LOC-1 LOC-2					DWN. BY: NAME	INSTALLATION DETAILS AND SPECIFICATIONS	
ARCHITECT	ARC-1 ARC-2					CHECKED BY: NAME		
GENERAL CONTRACTOR	GEN-1 GEN-2					SCALE: N.T.S.	DRAWING No. 1/2 3648-S-L-CR	REV 00



1

OVERALL SITE PLAN

0 20 40 80
SCALE: 1" = 20'-0"



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/ INTERIORS

104 S. Main St. Unit B
Templeton, CA 93465
Studio 805/400 3025
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Licensed Architect C-32384
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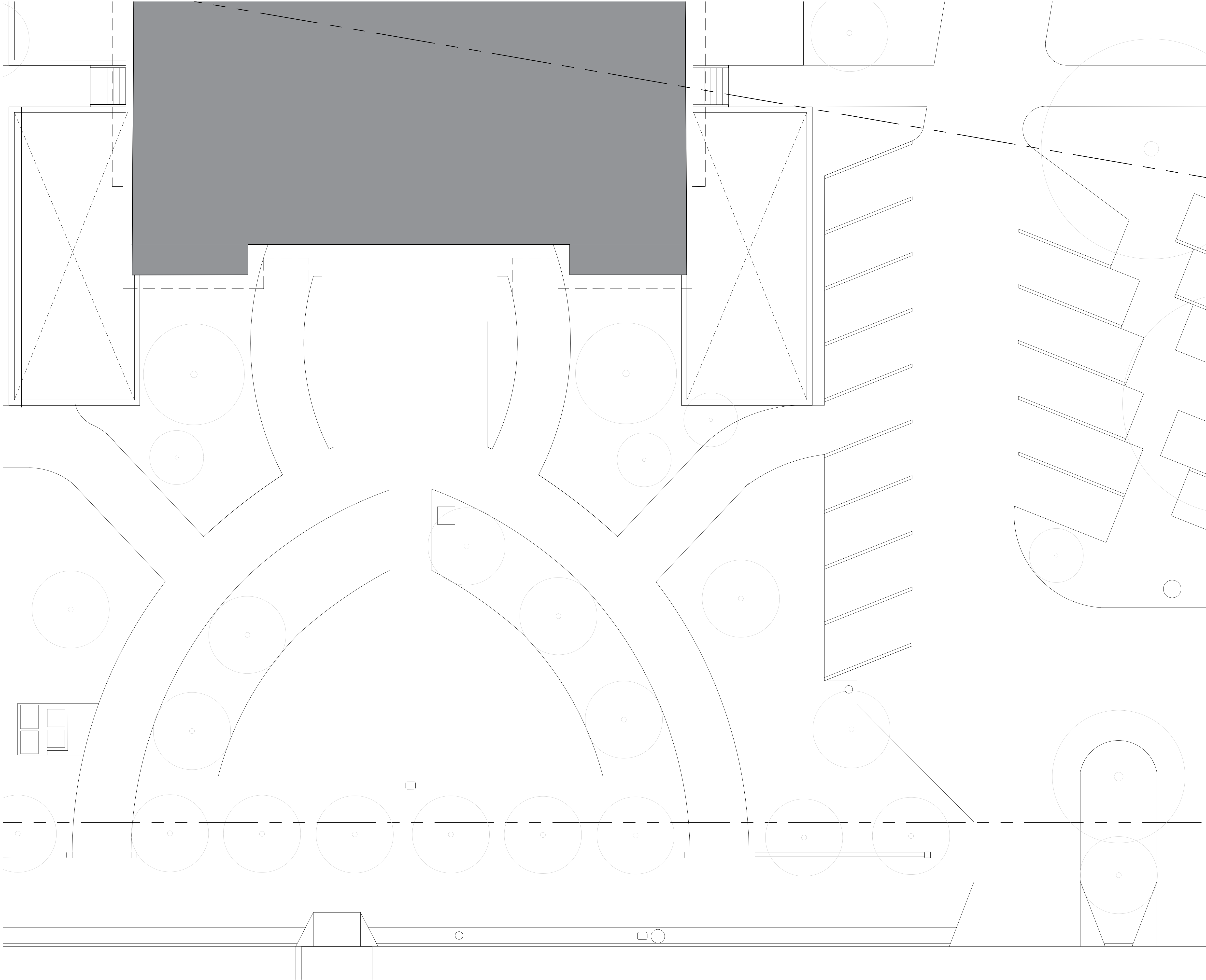


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02.04.25

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OVERALL
SITE PLAN

A1.1



SHEET LEGEND	
---	PROPERTY LINE
- - - - -	SETBACK LINE
— √ — √ —	WATER LINE
— SS — SS —	SEWER LINE
— € — € —	POWER LINE
— GAS —	GAS LINE

- SHEET NOTES
- REFER TO SITE PLAN GENERAL NOTES ON SHEET T2.1
 - THE GENERAL CONTRACTOR IS RESPONSIBLE TO VERIFY LOT LINES, PRIOR TO FOUNDATION INSPECTION, THE LOT CORNERS SHALL BE STAKED AND SETBACKS MARKED BY A LICENSED SURVEYOR
 - SEE CIVIL PLANS FOR CAL FIRE TURNAROUND AREA PER CAL FIRE STANDARDS
 - SEE SHEET A1.2 FOR ENLARGED SITE PLAN

- KEYNOTES
- 01 SAMPLE KEYNOTE
 - 02 SAMPLE KEYNOTE
 - 03 SAMPLE KEYNOTE
 - 04 SAMPLE KEYNOTE
 - 05 SAMPLE KEYNOTE

1

ENLARGED SITE PLAN

0124816

SCALE: 1/8" = 1'-0"

N

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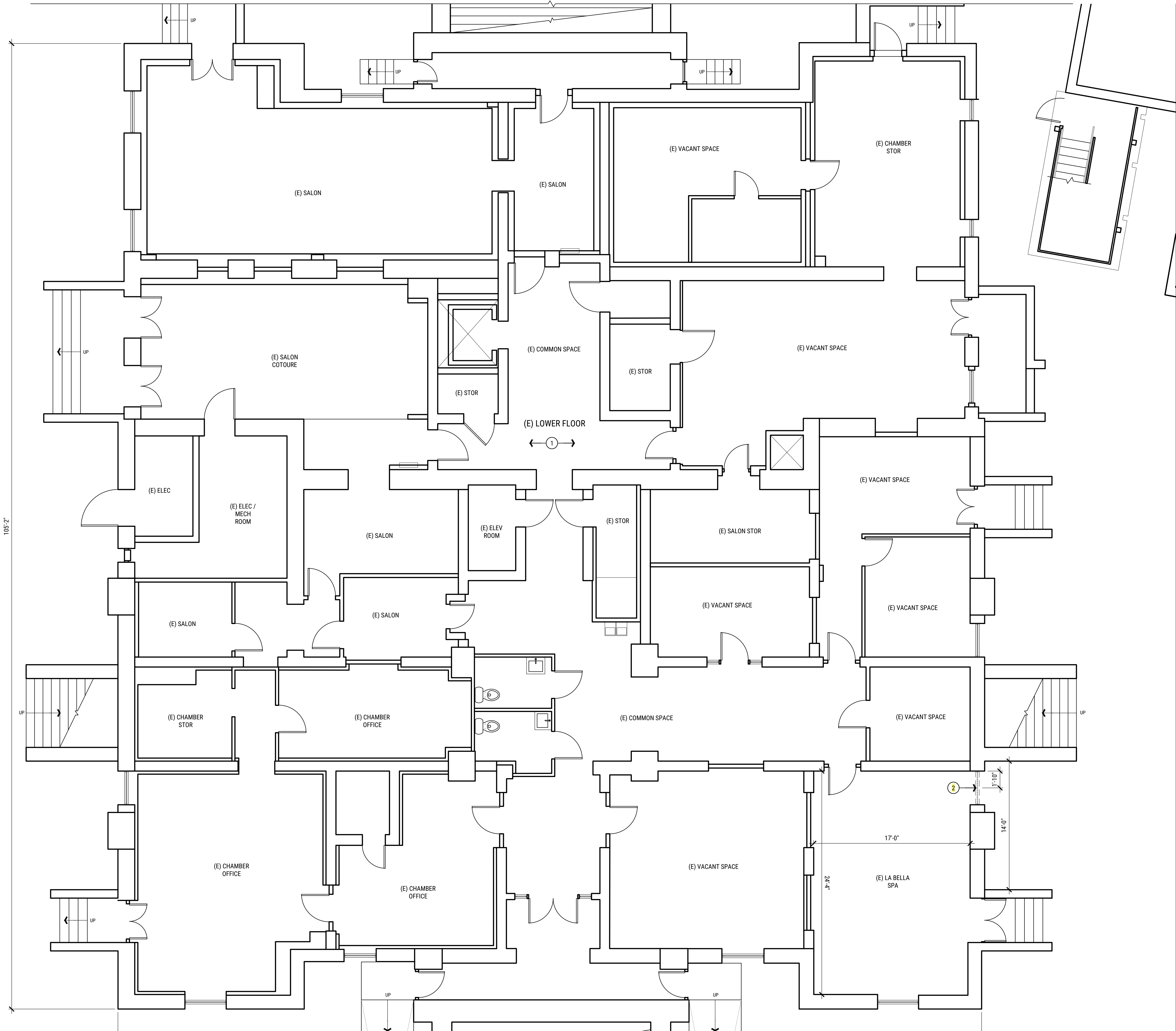
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ENLARGED
SITE PLAN

A1.2

Page 134 of 251



SHEET LEGEND

—	(E) WALL TO REMAIN
- - -	(E) TO BE REMOVED

SHEET NOTES

- REFER TO FLOOR GENERAL NOTES ON SHEET T2.1
- SEE DOOR & WINDOW SCHEDULES ON SHEET A6.1
- REFER TO REFLECTED CEILING PLAN FOR CEILING HEIGHTS.
- GRIDLINES ARE TO FACE OF CONCRETE OR FRAMING, OR CENTERLINE OF STRUCTURAL ELEMENTS, UNLESS OTHERWISE NOTED.
- FLOOR PLAN DIMENSIONS ARE TO FACE OF FRAMING, CENTERLINE OF DOOR, WINDOW OR FIXTURE, UNLESS OTHERWISE NOTED.
- CONTRACTOR TO VERIFY LAYOUT, ROUGH FRAMING AND FINISH DIMENSIONS WITH INTERIOR DOOR AND FINISH SELECTIONS.
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- WHERE THRESHOLDS ARE REQUIRED, PROVIDE ACCESSIBLE THRESHOLDS WITH MAXIMUM 1/2" ELEVATION CHANGE.

KEYNOTES

- 01 CLEAN, REPAIR, & REPLACE AS NEEDED, V.I.F.
- 02 (E) WINDOW TO BE REMOVED

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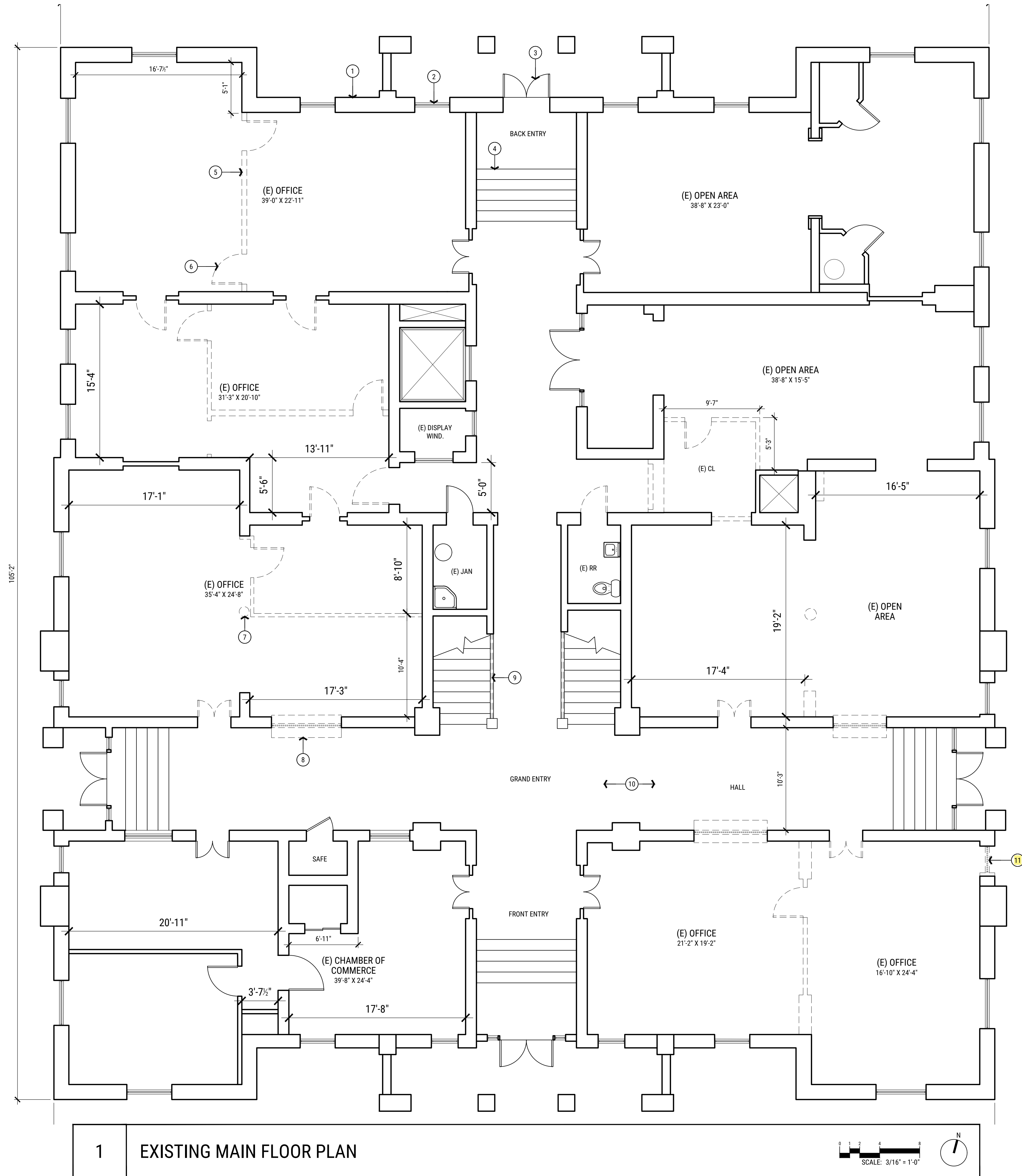
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EXISTING
LOWER FLOOR
PLAN

A2.1



SHEET LEGEND

 (E) WALL TO REMAIN
 (E) TO BE REMOVED

SHEET NOTES

1. REFER TO FLOOR GENERAL NOTES ON SHEET T2.1
2. SEE DOOR & WINDOW SCHEDULES ON SHEET A2.1
3. REFER TO REFLECTED CEILING PLAN FOR CEILING HEIGHTS.
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11. WHERE THRESHOLDS ARE REQUIRED, PROVIDE ACCESSIBLE THRESHOLDS WITH MAXIMUM 1/2" ELEVATION CHANGE.

KEYNOTES

- 01 (E) WALLS TO REMAIN, U.N.O.
- 02 (E) WINDOWS TO REMAIN, U.N.O.
- 03 (E) DOORS TO REMAIN, U.N.O.
- 04 (E) STAIRS TO REMAIN
- 05 (E) WALL TO BE REMOVED, TYP.
- 06 (E) DOOR TO BE REMOVED, TYP.
- 07 (E) COLUMN TO BE REMOVED, TYP., SEE STRUCTURAL
- 08 (E) GLASS CASE TO BE REMOVED, TYP.
- 09 (E) RAILING TO BE REPLACED
- 10 (E) TILE TO REMAIN, REPAIR WHERE NEEDED, V.I.F.
- 11 (E) EXTERIOR WALL & WINDOW TO BE REMOVED

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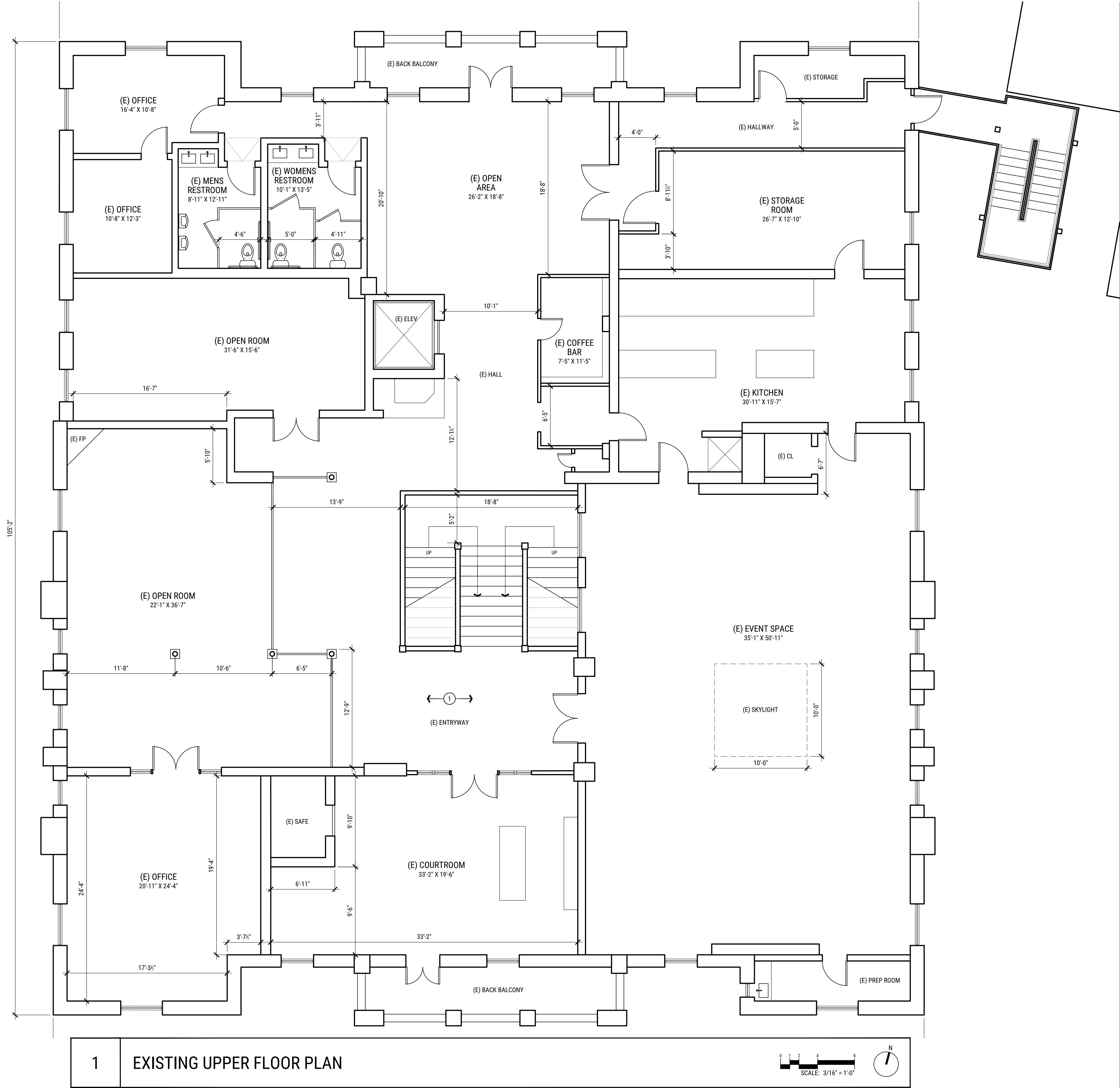
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EXISTING
MAIN FLOOR
PLAN

A2.2



1 EXISTING UPPER FLOOR PLAN

SHEET LEGEND

(E) WALL TO REMAIN

SHEET NOTES

- REFER TO FLOOR GENERAL NOTES ON SHEET T2.1
- SEE DOOR & WINDOW SCHEDULES ON SHEET A6.1
- REFER TO REFLECTED CEILING PLAN FOR CEILING HEIGHTS.
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- WHERE THRESHOLDS ARE REQUIRED, PROVIDE ACCESSIBLE THRESHOLDS WITH MAXIMUM 1/2" ELEVATION CHANGE.
-

KEYNOTES

- 01 CLEAN, REPAIR, & REPLACE AS NEEDED, V.I.F.

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Templeton, CA 93465
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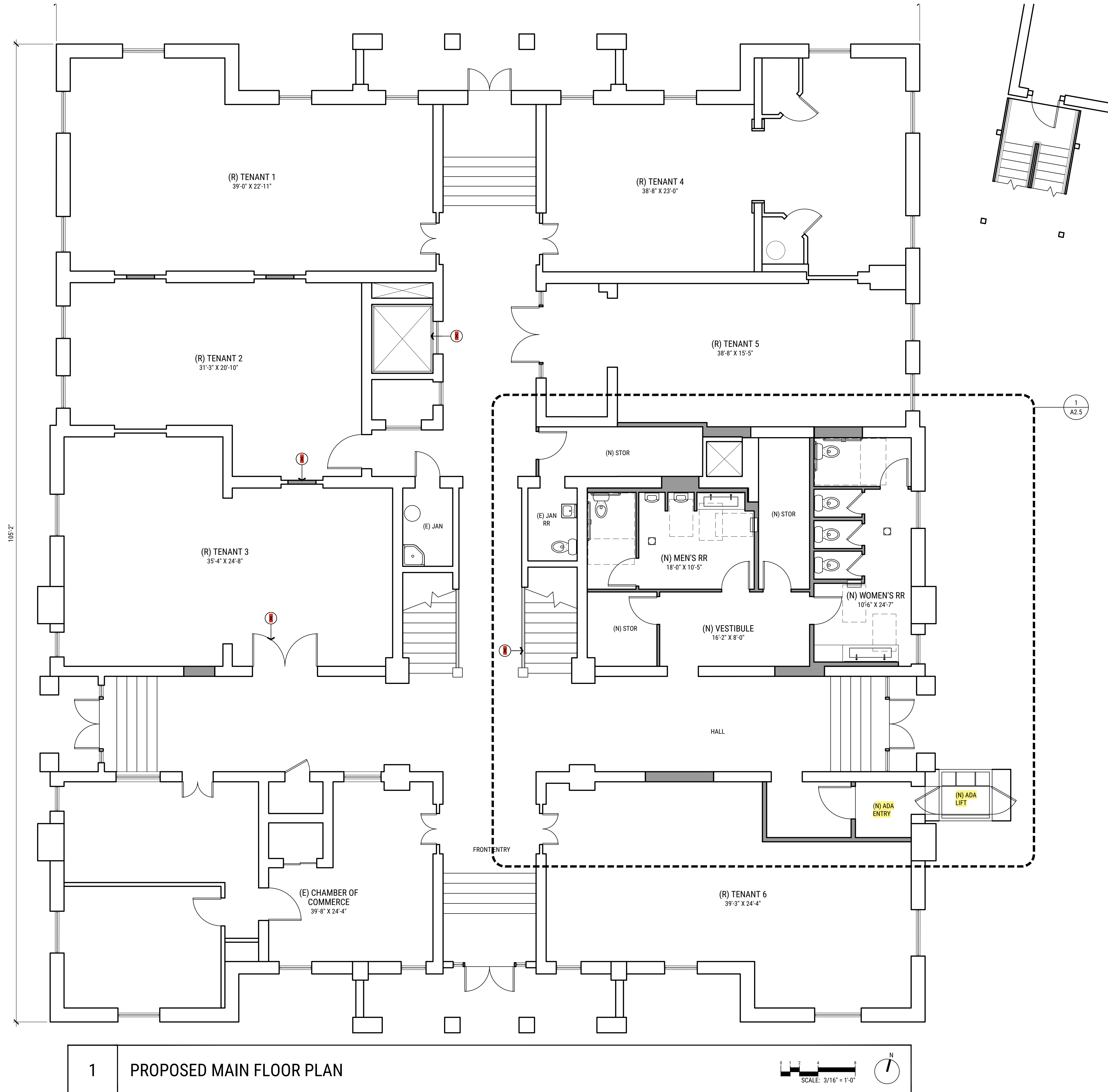
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EXISTING UPPER FLOOR PLAN

A2.3



SHEET LEGEND

 2X6 WD FRAMED WALL AT 16" O.C. W/ GYP. BD.

 2X4 WD FRAMED WALL AT 16" O.C. W/ GYP. BD.

SHEET NOTES

1. REFER TO FLOOR GENERAL NOTES ON SHEET T2.1
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KEYNOTES

- 01 INFILL (E) DOOR
- 02 (N) GLASS DOORS AT PREVIOUSLY (E) GLASS CABINET
- 03 (N) TILE AT HALLWAYS, TYP.
- 04 REPLACE (E) RAILS W/ (N) STEEL CODE COMPLIANT RAILS, TYP
- 05 INFILL (E) GLASS CABINET

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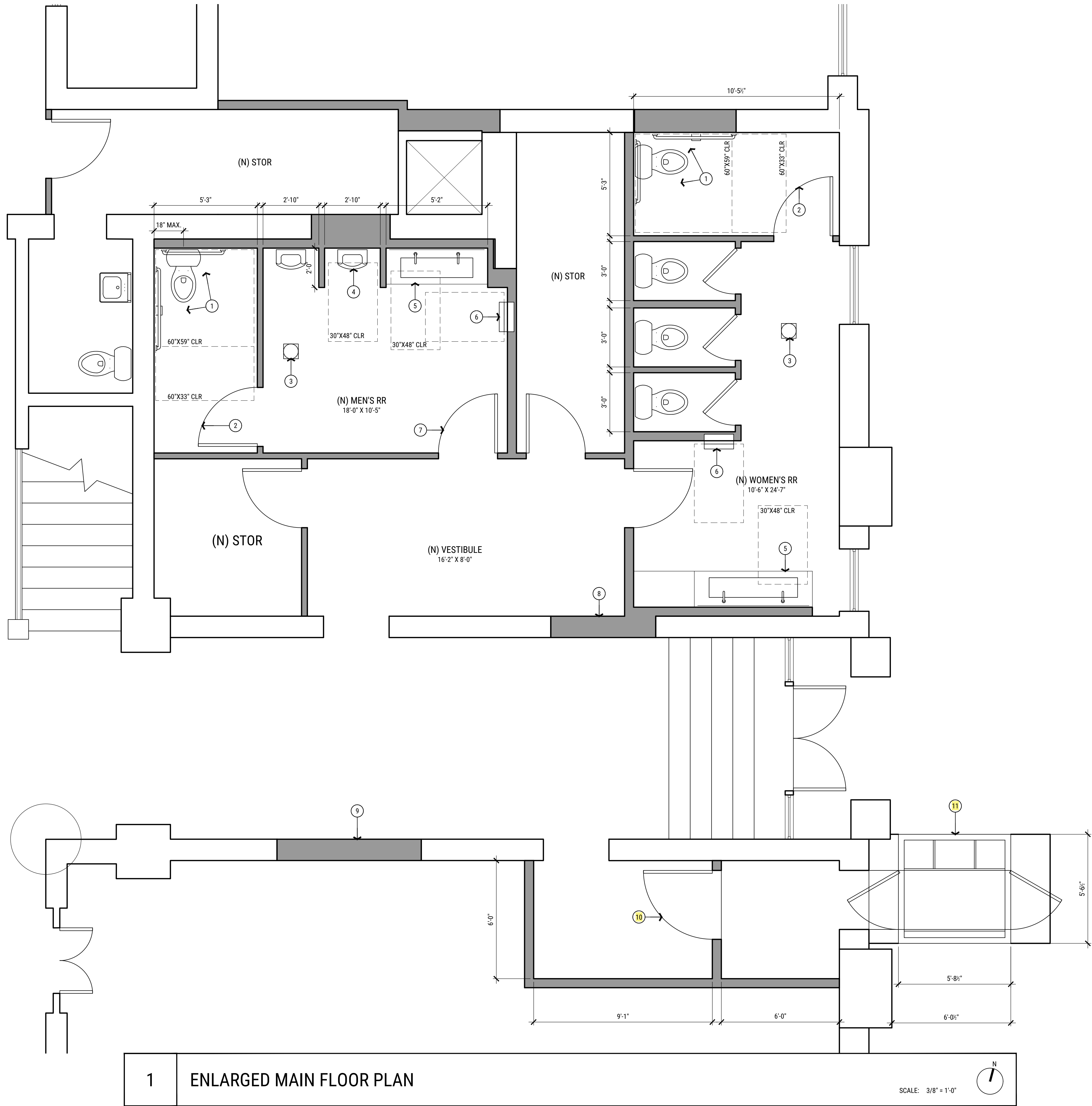
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PROPOSED
MAIN FLOOR
PLAN

A2.4



1

ENLARGED MAIN FLOOR PLAN

SCALE: 3/8" = 1'-0"

N

SHEET LEGEND

- 2X6 WD FRAMED WALL AT 16" O.C. W/ GYP. BD.
- 2X4 WD FRAMED WALL AT 16" O.C. W/ GYP. BD.
- SHEET LEGEND 1
- SHEET LEGEND 2
- SHEET LEGEND 3

SHEET NOTES

1. REFER TO FLOOR GENERAL NOTES ON SHEET T2.1
2. SEE DOOR & WINDOW SCHEDULES ON SHEET A6.1
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11. WHERE THRESHOLDS ARE REQUIRED, PROVIDE ACCESSIBLE THRESHOLDS WITH MAXIMUM 1/2" ELEVATION CHANGE.

KEYNOTES

- 01 (N) ACCESSIBLE TOILET, GRAB BARS & ACCESSORIES; MOUNT BOTH GRAB BARS AT SAME HEIGHT 33" MIN - 36" MAX TO THE TOP OF THE GRIPPING SURFACE; ALLOW FOR 1-1/2" CLEARANCE BETWEEN BOTTOM OF GRAB BARS AND THE TOP OF ANY ACCESSORIES, TOILET TANKS AND FLUSH VALVES, PER CBC 11B-609.4
- 02 (N) ACCESSIBLE SIDE-OPENING WATER CLOSET DOOR; PROVIDE 34" CLEAR OPENING WIDTH AT COMPARTMENT DOOR WITH 4" MAX STILE WIDTH; DOORS SHALL BE SELF-CLOSING W/ COMPLIANT HARDWARE CBC 11B-404
- 03 (N) FLOOR DRAIN
- 04 (N) WALL-HUNG TYPE ACCESSIBLE URINAL, SEE DETAIL 12/A7.2
- 05 (N) ACCESSIBLE HAND SINK
- 06 (N) WALL-MOUNTED ACCESSIBLE PAPER TOWEL DISPENSER
- 07 (N) DOOR, TYP.
- 08 (N) WALL, TYP.
- 09 (E) GLASS CABINET TO BE FILLED
- 10 (N) ADA ENTRY DOOR
- 11 (N) ADA LIFT

BROCKETT
ARCHITECTS
/ INTERIORS

104 S. Main St. Unit B
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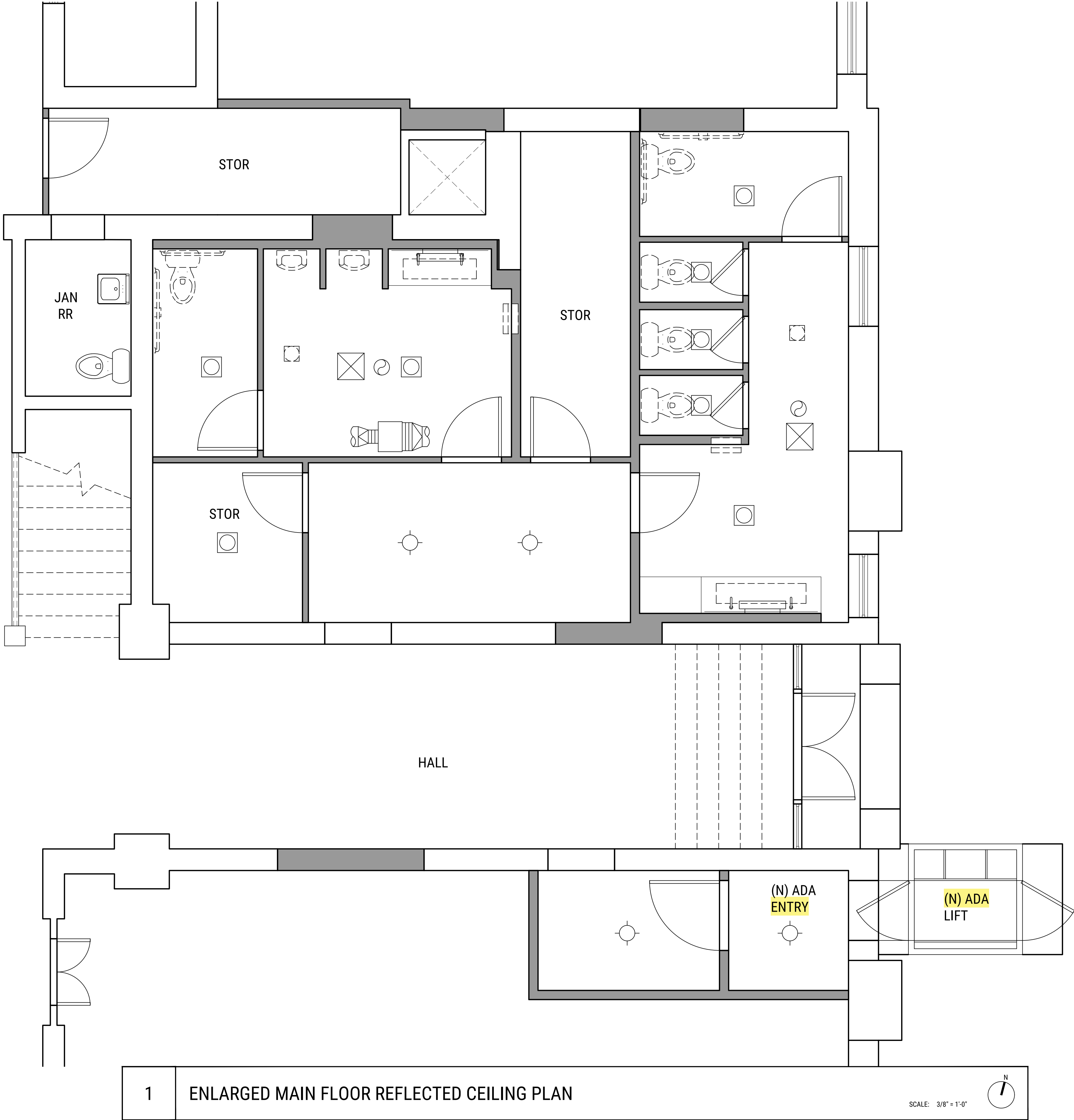


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ENLARGED
MAIN FLOOR
PLAN

A2.5

FRONT ENTRY



SHEET LEGEND

SHEET NOTES

1. REFER TO FLOOR GENERAL NOTES ON SHEET T2.1
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KEYNOTES

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MAIN FLOOR
RCP

A2.6



1

FRONT EXTERIOR ELEVATION / SOUTH

SCALE: 3/16" = 1'-0"

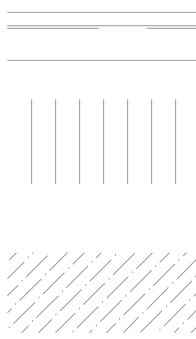


2

SIDE EXTERIOR ELEVATION / EAST

SCALE: 3/16" = 1'-0"

SHEET LEGEND



COMP SHINGLE ROOF, SPEC TBD, TYP.

JAMES HARDIE "ARTISAN" VERTICAL V-GROOVE FIBER CEMENT SIDING W/ LOCK JOINT SYSTEM, 5/8" THICK, COLOR TBD, TYP. REFER TO MANUFACTURERS INSTALLATION INSTRUCTIONS

SOLID-SAWN 1X WOOD VERTICAL TONGUE & GROOVE SIDING, MIN 4" BOARD WIDTH OVER 5/8" TYPE-X GYP BOARD; STAIN COLOR TBD, TYP.

SHEET LEGEND 1

SHEET LEGEND 2

SHEET LEGEND 3

SHEET NOTES

- REFER TO EXTERIOR ELEVATION GENERAL NOTES ON SHEET T2.1
- GRIDLINES ARE TO FACE OF CONCRETE OR FRAMING, OR CENTERLINE OF STRUCTURAL ELEMENTS, UNLESS OTHERWISE NOTED.
- EXTERIOR MATERIALS ARE SHOWN GENERICALLY. ACTUAL MATERIALS TO BE SELECTED BY ARCHITECT OR OWNER.

KEYNOTES

- (E) WINDOW TO REMAIN, TYP.
- (E) WINDOW TO BE REMOVED, SEE MAIN FLOOR PLAN
- (E) ADA LIFT, SPEC _____
- (E) DOOR TO REMAIN, TYP.

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EXTERIOR
ELEVATIONS

A3.1



1

REAR EXTERIOR ELEVATION / NORTH

SCALE: 3/16" = 1'-0"



2

SIDE EXTERIOR ELEVATION / WEST

SCALE: 3/16" = 1'-0"

SHEET LEGEND

SHEET LEGEND 1
SHEET LEGEND 2
SHEET LEGEND 3

SHEET NOTES

1. SAMPLE SHEET NOTE
2. SAMPLE SHEET NOTE
3. SAMPLE SHEET NOTE

KEYNOTES

01. SAMPLE KEYNOTE
02. SAMPLE KEYNOTE
03. SAMPLE KEYNOTE
04. SAMPLE KEYNOTE
05. SAMPLE KEYNOTE

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EXTERIOR
ELEVATIONS

A3.2

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

FOR NPS USE ONLY

RECEIVED SEP 20 1977

DATE ENTERED

SEP 21 1978

NATIONAL REGISTER OF HISTORIC PLACES
INVENTORY -- NOMINATION FORMSEE INSTRUCTIONS IN *HOW TO COMPLETE NATIONAL REGISTER FORMS*
TYPE ALL ENTRIES -- COMPLETE APPLICABLE SECTIONS

RECEIVED

MAY 31 1977

OHP

1 NAME

HISTORIC

KINGS COUNTY COURTHOUSE

AND/OR COMMON

2 LOCATION

STREET & NUMBER

114 W. 8TH STREET

CITY, TOWN

HANFORD

VICINITY OF

17

STATE

CALIFORNIA

CODE
06

COUNTY

KINGS

CODE
031**3 CLASSIFICATION**

CATEGORY

☐ DISTRICT
☒ BUILDING(S)
☐ STRUCTURE
☐ SITE
☐ OBJECT

OWNERSHIP

☒ PUBLIC
☐ PRIVATE
☐ BOTH

PUBLIC ACQUISITION

☐ IN PROCESS
☐ BEING CONSIDERED

STATUS

☒ OCCUPIED
☐ UNOCCUPIED
☐ WORK IN PROGRESS
☐ ACCESSIBLE
☐ YES: RESTRICTED
☒ YES: UNRESTRICTED
☐ NO

PRESENT USE

☐ AGRICULTURE ☐ MUSEUM
☐ COMMERCIAL ☐ PARK
☐ EDUCATIONAL ☐ PRIVATE RESIDENCE
☒ ENTERTAINMENT ☐ RELIGIOUS
☒ GOVERNMENT ☐ SCIENTIFIC
☐ INDUSTRIAL ☐ TRANSPORTATION
☐ MILITARY ☐ OTHER:

4 OWNER OF PROPERTY

NAME

PEOPLE OF THE COUNTY OF KINGS - PRESENTLY ON 52 YEAR LEASE TO CITY OF

STREET & NUMBER

114 W. 8TH STREET

HANFORD

CITY, TOWN

HANFORD

VICINITY OF

STATE

CALIFORNIA

5 LOCATION OF LEGAL DESCRIPTIONCOURTHOUSE,
REGISTRY OF DEEDS, ETC.

KINGS COUNTY RECORDERS OFFICE

STREET & NUMBER

114 W. 8TH STREET

CITY, TOWN

HANFORD

STATE

CALIFORNIA

6 REPRESENTATION IN EXISTING SURVEYS

TITLE

NONE

DATE

☐ FEDERAL ☐ STATE ☐ COUNTY ☐ LOCALDEPOSITORY FOR
SURVEY RECORDS

CITY, TOWN

STATE

7 DESCRIPTION

CONDITION

—EXCELLENT
☒ GOOD
—FAIR

—DETERIORATED
—RUINS
—UNEXPOSED

CHECK ONE

☒ UNALTERED
—ALTERED

CHECK ONE

☒ ORIGINAL SITE
—MOVED DATE _____

DESCRIBE THE PRESENT AND ORIGINAL (IF KNOWN) PHYSICAL APPEARANCE

Located at the center of a gracious, tree-shaded public square, the Kings County Courthouse is a fine example of a neo-classical revival style public building. It is one of the oldest public buildings in continual use in Central California, having been erected in 1896. A later addition was built in 1913 or 1914, which was well integrated and faithful to the original style and detail.

The structure is bi-axial, the major axis running north-south. It is a rectangle, approximately 90 by 150 feet, the original portion being about 90 by 105 feet. There are two principal levels, plus a full basement level, which is partly below grade.

Construction materials employed are brick for the exterior and interior bearing walls; concrete for the footings and floor slab at grade; wood trusses at the roof; granite at exterior walls and for the two center columns at the south portico, and granite at the exterior steps. Exterior brick for the walls is buff-colored, slightly variegated. Lintels and arches, as well as the lintels along the cornice appear to be cast cement plaster or a type of concrete. The pediments at the north and south porticoes likewise appear to be cast cement. The corners of the structure are capped with pyramidal roof elements, sheathed with metal roofing of a silvery hue.

The major features of the north and south facades are the two-tiered porticoes. Columns extend for two stories and are broken by flat lintels at the second floor level and arches above. Column capitals are derived from the Ionic and are integrated well into the whole. Circular openings in the balcony railing recall the arches above. The pediments at the north and south also have circular openings, the decorative motif there is also curvilinear. The lintel and false arch detail at the upper story corner windows, further develop this theme. The brick facing is typically common running bond, with stringcourses defining floor levels and tops and bottoms of windows.

Window and door openings are vertical in emphasis and are dominated by the solid wall areas. This is particularly true at the east and west facades, where narrow windows occur in the two tiered false porticoes. The interior of the building contains a central north-south hall with grand staircase, and smaller halls following the sub-axis. Interior detailing is less assured than that of the exterior, but still effective.

The structure shares its site with a smaller two story building of red brick and granite, once used as the County Jail and now referred to as "The Bastille", an art gallery. Together, these buildings create a strong focal point and "Anchor" for the public, open space and the commercial or public buildings facing onto it. Public sidewalks surround the two structures and a small parking area extends along the east side of the Courthouse.

8 SIGNIFICANCE

PERIOD	AREAS OF SIGNIFICANCE -- CHECK AND JUSTIFY BELOW			
☐ PREHISTORIC	☐ ARCHEOLOGY-PREHISTORIC	☐ COMMUNITY PLANNING	☐ LANDSCAPE ARCHITECTURE	☐ RELIGION
☐ 1400-1499	☐ ARCHEOLOGY-HISTORIC	☐ CONSERVATION	☐ LAW	☐ SCIENCE
☐ 1500-1599	☐ AGRICULTURE	☐ ECONOMICS	☐ LITERATURE	☐ SCULPTURE
☐ 1600-1699	☒ ARCHITECTURE	☐ EDUCATION	☐ MILITARY	☐ SOCIAL/HUMANITARIAN
☐ 1700-1799	☐ ART	☐ ENGINEERING	☐ MUSIC	☐ THEATER
☒ 1800-1899	☐ COMMERCE	☐ EXPLORATION/SETTLEMENT	☐ PHILOSOPHY	☐ TRANSPORTATION
☐ 1900-	☐ COMMUNICATIONS	☐ INDUSTRY	☒ POLITICS/GOVERNMENT	☐ OTHER (SPECIFY)
		☐ INVENTION		

SPECIFIC DATES 1896

BUILDER/ARCHITECT John Haggerty/W. H. Wilcox

STATEMENT OF SIGNIFICANCE

Kings County was officially incorporated on March 22, 1893.

The Kings County Courthouse is one of the oldest public buildings in Kings County, and is a fine example of a neo-classical county courthouse; one of the few remaining in California.

Architecturally, the courthouse is the most prominent building located on the square, and in the central business district. It is critical to the entire county. Location and design establish the courthouse as the visual focal point and anchor for smaller public and private buildings surrounding it.

Kings County started from scratch. It had no funds or property of its own, not even a courthouse or jail. County offices were scattered within the City of Hanford (County Seat) between the new Opera House, the Farmers and Merchants Bank Building and a one-story brick building on Seventh Street.

The sheriff at first conducted business from his home. Soon a jail was established on Sixth Street and the sheriff, the Superior Court and county clerk occupied the second floor.

On May 13, 1896, the Board of Supervisors entered into its minutes the following abstract: "John Haggerty to erect and construct said courthouse according to said plans and specifications in granite stone of terra cotta trimmings for the sum of \$26,364.00, is the lowest responsible bid."

The courthouse was financed by the sale of bonds. The architect was W.H. Wilcox. It is a two-story building with a basement. The frame is brick and stone; the floors are concrete and wood. The exterior walls are brick covered with face brick and granite; and the roof is gabled. The width of the building is 92 feet and the length is approximately 105 feet. An addition was made to the original courthouse building in 1914. There have been no changes since that date.

The county was born with a population of 5,900 and presently has a population of 70,000 which, of course, has resulted in an expansion of county offices into buildings other than the original courthouse.

9 MAJOR BIBLIOGRAPHICAL REFERENCES

THE HANFORD JOURNAL 1895-96-97

SUPERIOR COURT JUDGE ROBERT R. ROSSON- KINGS COUNTY

SACRAMENTO PRESS JOURNAL 4-8-1977

10 GEOGRAPHICAL DATA

ACREAGE OF NOMINATED PROPERTY 3 acres

UTM REFERENCES Latitude: 36° 19' 40.4"

A

ZONE	EASTING			NORTHING					

C

--	--	--	--	--	--	--	--	--	--

Note: As UTM References are not available for the Hanford Quadrangle, the geographic coordinates are given in latitude & longitude.

Longitude: 119° 38' 44.7"

B

ZONE	EASTING			NORTHING					

D

--	--	--	--	--	--	--	--	--	--

VERBAL BOUNDARY DESCRIPTION

LIST ALL STATES AND COUNTIES FOR PROPERTIES OVERLAPPING STATE OR COUNTY BOUNDARIES

STATE	CODE	COUNTY	CODE
-------	------	--------	------

STATE	CODE	COUNTY	CODE
-------	------	--------	------

11 FORM PREPARED BY

NAME / TITLE

SAVE THE COURTHOUSE COMMITTEE

5-25-1977

ORGANIZATION

DATE

KINGS COUNTY CITIZENS

(209) 584-3236

STREET & NUMBER

TELEPHONE

265 E. BIRCH STREET

CITY OR TOWN

STATE

HANFORD

CALIFORNIA

12 STATE HISTORIC PRESERVATION OFFICER CERTIFICATION

THE EVALUATED SIGNIFICANCE OF THIS PROPERTY WITHIN THE STATE IS:

NATIONAL

STATE X

LOCAL

As the designated State Historic Preservation Officer for the National Historic Preservation Act of 1966 (Public Law 89-665), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth by the National Park Service.

STATE HISTORIC PRESERVATION OFFICER SIGNATURE

TITLE

DATE

JUL 25 1977

FOR NPS USE ONLY

I HEREBY CERTIFY THAT THIS PROPERTY IS INCLUDED IN THE NATIONAL REGISTER

DIRECTOR, OFFICE OF ARCHEOLOGY AND HISTORIC PRESERVATION

ATTEST: William Lebovich

KEEPER OF THE NATIONAL REGISTER

DATE

9/21/78

DATE

Sept 21, 1978

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

**NATIONAL REGISTER OF HISTORIC PLACES
INVENTORY -- NOMINATION FORM**

FOR NPS USE ONLY

RECEIVED SEP 20 1977

DATE ENTERED SEP 21 1978

CONTINUATION SHEET

ITEM NUMBER 8 PAGE 1

Statement of Significance

The Superior Court still holds forth in the original courtroom, with the original decor and with very few modern appliances added, with the exception of air conditioning, heating and lighting. The judges bench and the jury box are the originals. Many famous trials have been held in this courtroom throughout the years; such as the Lee Camp windmill murder trial, the Talent will contest, the Kinder murder trial, the Stephens murder case, the Alves murder trial, and in more recent times the Hillery murder trial. Many years ago the courthouse was the scene of the murder of Justice of the Peace Meadows by William Denny, who was killed a few minutes later, outside of the courthouse by the then City Marshal, William Hime, who later became sheriff.

The courthouse is also famous for being the site of extensive water litigation.

History also tells us that attorney, Earl Rogers, of Los Angeles, and his assistant, Gerald Geisler, later to become more famous than his employer, were trying a will contest, the Talent case, in the courtroom; and that Clarence Darrow sat there for several days listening to Rogers, trying to determine if he (Darrow) should hire Rogers to represent him in a personal matter. In recent years Melvin Belli of San Francisco tried a case in this county courtroom.

Two years after the courthouse was constructed, the Kings County Jail was built (1898), with an addition to the jail made in 1913.

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

**NATIONAL REGISTER OF HISTORIC PLACES
INVENTORY -- NOMINATION FORM**

FOR NPS USE ONLY

RECEIVED SEP 20 1977

DATE ENTERED SEP 21 1978

CONTINUATION SHEET

ITEM NUMBER 10 PAGE 1

VERBAL DESCRIPTION OF COURTHOUSE SITE:

All that property shown on a map recorded in Volume 1 at page 17 of Licensed Surveyors Plats, Kings County Records. Said property being bounded on the North by Court Street, on the East by Douty Street, on the South by 8th Street, and on the West by Irwin Street, as said streets appear on the afore-mentioned map.

Legal Description of Site:

That property consisting of the following recorded documents:

1. Block 155 of the City of Hanford as per that map recorded in Mapbook Page 11, Kings County Records.
2. That property conveyed by Book 2, Page 620 of Deeds, Kings County Records.
3. That property conveyed by Book 3 Page 199 of Deeds, Kings County Records.
4. That property conveyed by Book 6 Page 502 of Kings County Records.
5. That property conveyed by Book 17 Page 488 of Kings County Records.
6. That property conveyed by Book 44 Page 250 of Kings County Records.
7. That property conveyed by Book 75 Page 475 of Kings County Records.

Kings County.

MOST of us have read how Cabrillo discovered California in 1542, and of subsequent exploring expeditions in 1602, when Monterey and San Francisco Bays were discovered; how the San Franciscan Monks, under Father Junipero Serra, visited the Coast in 1769, laying the foundation of religion and education, and, under sore trials and hardships, establishing missions and civilizing the land; how California became a victim of Spanish rule; how Mexico shook off the yoke of Spain and laid claim to California; how a handful of Americans wrenched it from her grasp, and how in 1849 the golden era was ushered in, electrifying the world and starting in motion the wheel of prosperity which for over fifty years has ground on unceasingly. As this work is not intended for a chronicle of early historical events, and since so much has been written concerning the aboriginal, Spanish, and missionary periods of California, we take it for granted that with all of this the average person is familiar, and will forbear rehearsing here fierce engagements with savage tribes; from reopening chapters crimsoned with blood, and from relating in detail prosy history, which will but consume time and space required for the description of the subject of this work—Kings County. This, the youngest County in the State,

was for many years a portion of Tulare County, one of the oldest settled sections in the Valley, and an organized County since 1852. The early settlers of Tulare County were men possessed of great thrift, energy, and determination, with nerves of iron, and hearts for any fate. This was

especially true of those who settled in the western portion—which is now Kings County—for at that time men who settled land in this section with the expectation of cultivating it were considered fit subjects for a madhouse; at least this is the light in which they were held by those settling in other parts of the County, and patronage and credit was not extended to them. Although coupled with these circumstances was the apparent fact that the land was nothing more than a sandy, barren plain, suitable only for growth of prairie-dogs, rabbits, and wild oats, and while its natural state repelled rather than attracted, still these sturdy yeomen were not daunted and their courage forsook them not, for their faith was the offspring of endurance. They looked beyond the surface at her

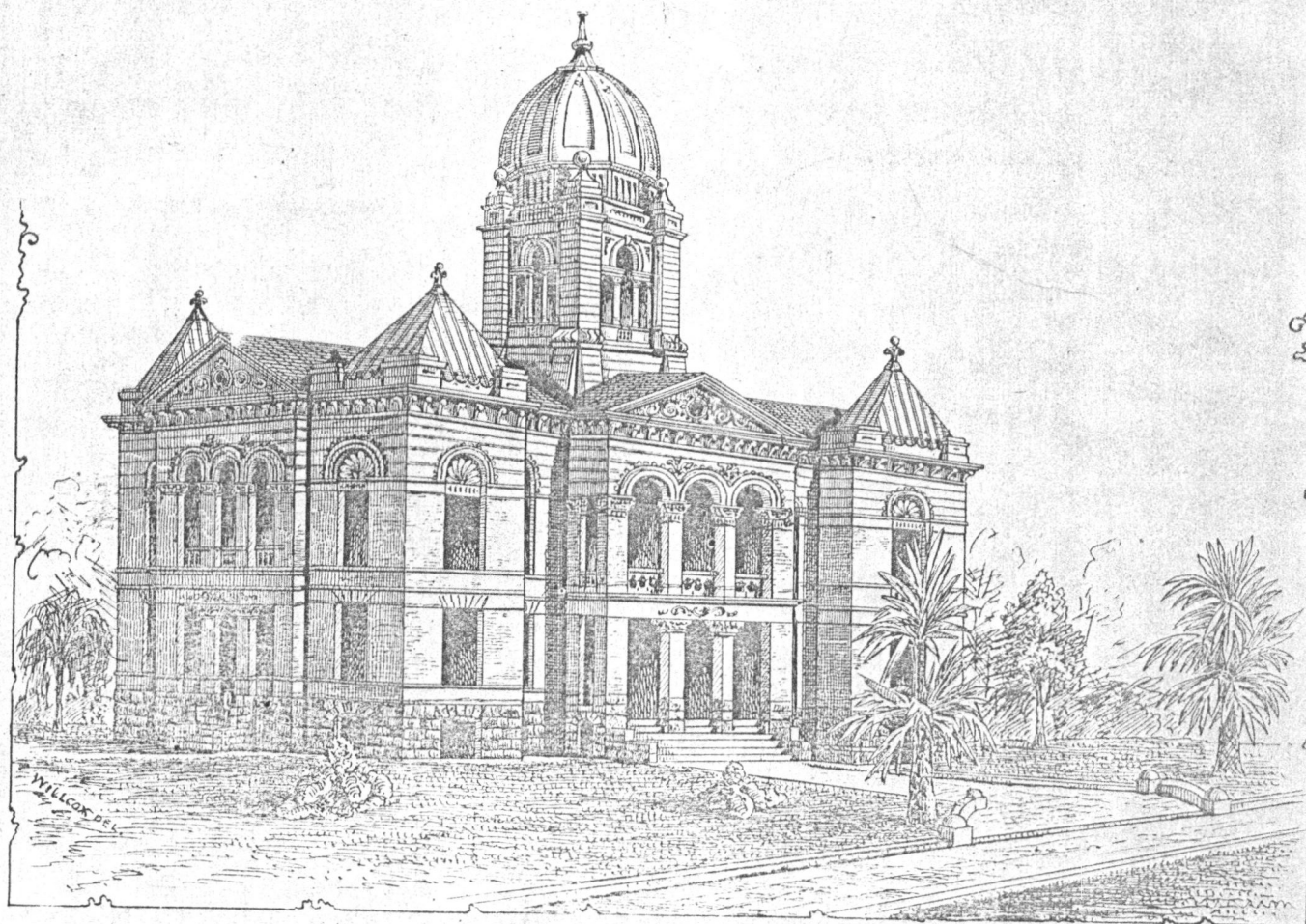
natural conditions and surroundings, and called it a land of great possibilities. How amply has it been proven that theirs was not a misplaced confidence: how abundantly has the land filled labor's hands with her rich products; how splendidly has Nature, with the combined force of



OUR NEW TEMPLE OF JUSTICE.

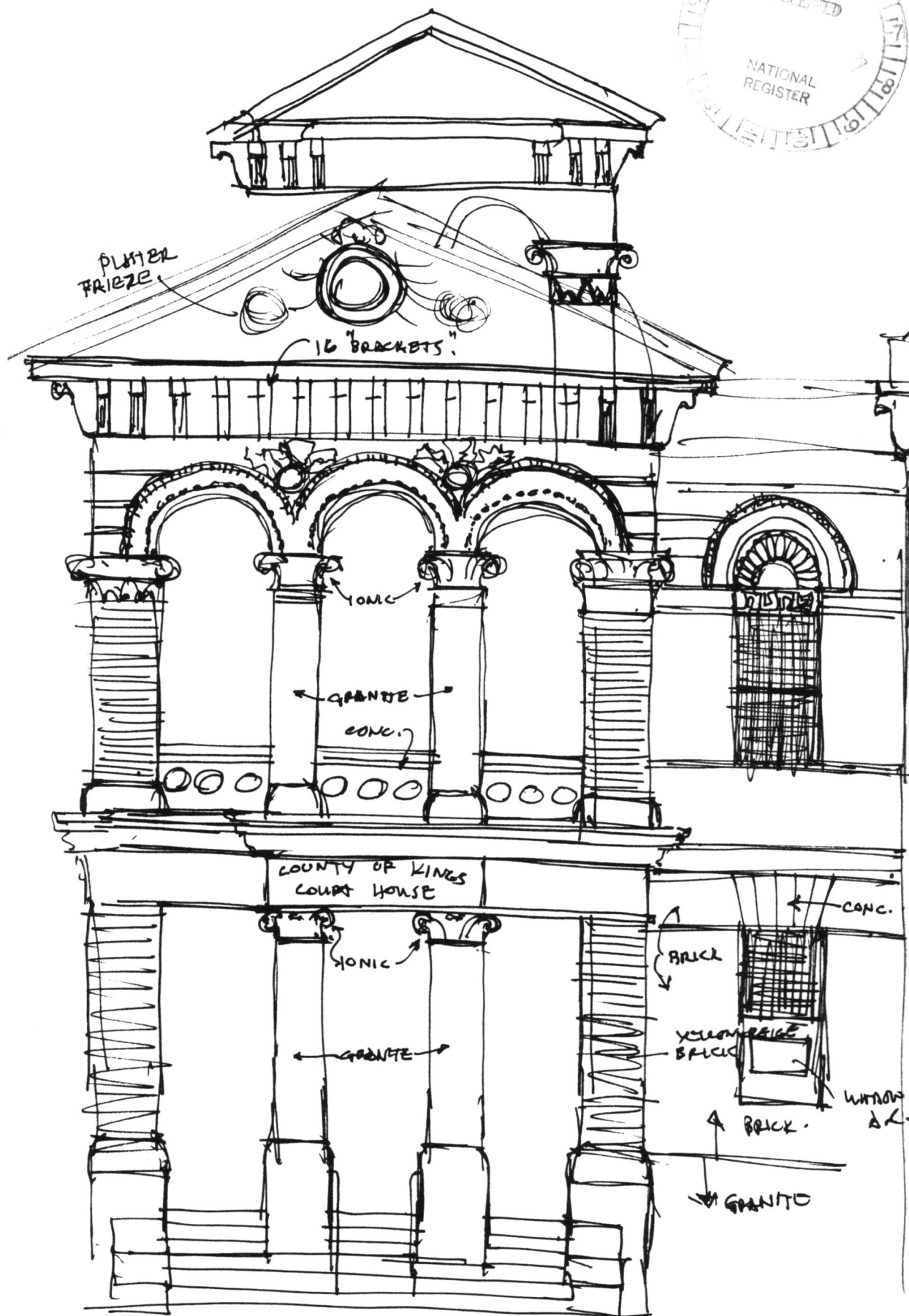
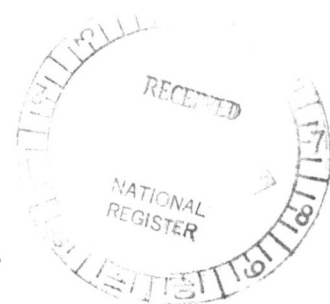
SKETCH OF KINGS COUNTY.

In the election of 1892, the people of western Tulare county made it an issue to divide Tulare county and set off said western portion of it as a separate and independent county government. On this issue Mr. F. A. Blakeley was chosen member of the Assembly, and during the session of the State Legislature of 1893, the people of Hanford, especially, and of western Tulare county generally, rallied with united strength to the standard of their leader in a heroic fight to obtain the goal. With the required population, sufficient taxable property and every other requisite for the establishment of a new county, the cause was presented to the Legislature and a bill was passed submitting the question to a vote of the people of the territory comprising the proposed new county. The election took place on May 23rd, 1893, and the result stood 1412 for division to 412 against division. This overwhelming voice of the people was proof positive of the righteousness of the cause. The county of Kings thus created, contains 1267 square miles, an assessed acreage of 427,281 acres and an assessed valuation of about \$7,000,000. It is a county of the 43rd class. The bill creating it named Hanford as the county seat. Tulare lake, which is the largest lake in the United States west of the Missouri river, is located wholly in Kings county. It acts as a great drainage basin for the higher irrigated lands. This is the best irrigated county in the State, and never fails to produce yearly, immense crops of alfalfa, grain and all kinds of deciduous fruits. In the production of horses, cattle, sheep, hogs and poultry, Kings county is a veritable wonder. The people are progressive, intelligent and hospitable. The government is economical and judicious. The building of the San Francisco and San Joaquin Valley Railroad through Kings county this year, 1897, is a march of improvement that guarantees an era of great prosperity, and makes Kings county, beyond all question, one of the most prosperous localities in the State.



KINGS COUNTY COURT HOUSE, HANFORD, CAL.

SENTINEL JOB PRINT. HANFORD.



MAP

RECEIVED
SEP 20 1977
NATIONAL
REGISTER

Property

Kings County Courthouse

State CA.

Working Number 9.20.77. 1473

78003063

TECHNICAL

Photos

2 + 1 (9.19.78)

Maps

2

CONTROL

pl

OK 9.21.77

HISTORIAN

also given significance attributed to courthouse,
and integrity

need photo of courthouse. - call for - but can continue
processing OK. - Sheffy

accept
9-29-77

Need photo of jail & location on ARCHITECTURAL HISTORIAN

(Block. see topo)

With photo
of jail -

- Call -

Brachman 9/28/77

accept
9.19.78

ARCHEOLOGIST

OTHER

HAER

Inventory _____

Review _____

REVIEW UNIT CHIEF

I have overcome my initial negative
reaction to the form - although it is not
well done (reflecting local authenticity), there is
no question as to significance as early govt bldg and
as architecturally significance as examples
of public architecture.

Accept
Leborich

9/21/78

BRANCH CHIEF

KEEPER

Rettig

9/21/78

National Register Write-up

Send-back _____

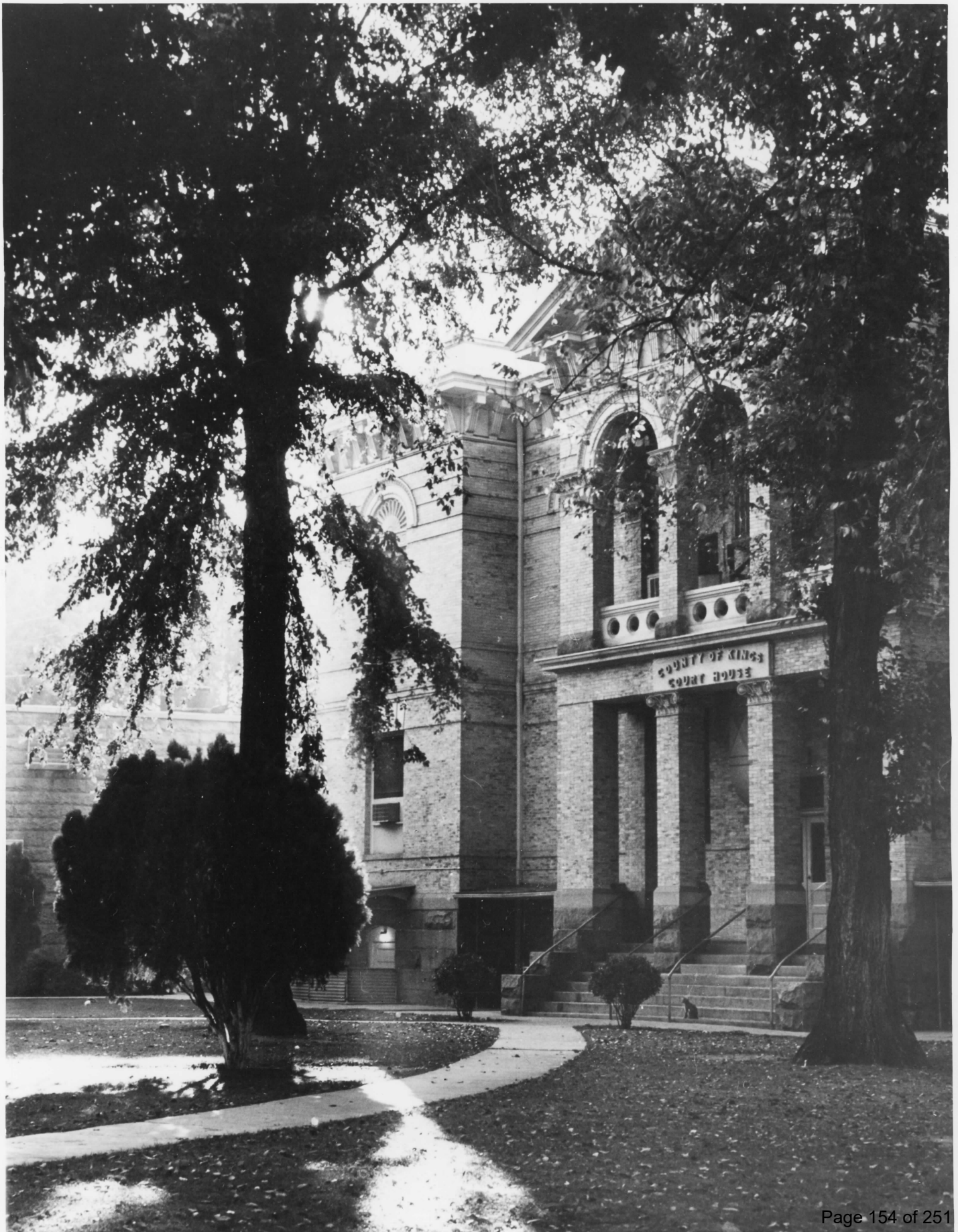
Entered SEP 21 1978

Federal Register Entry

11-7-78

Re-submit _____

INT:2106-74







Note: As UTM References are not available for the Hanford Quadrangle, the geographic coordinates are being submitted in latitude and longitude.

Latitude: $36^{\circ} 19' 40.4''$
Longitude: $119^{\circ} 38' 44.7''$

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

SCALE 1:24 000

Mapped, edited, and published by the Geological Survey
Control by USGS and USC&GS

Topography by planetable surveys 1924
Culture and drainage revised from aerial photographs taken 1950
Field check and partial control revision 1954

Polyconic projection. 1927 North American datum
10,000-foot grid based on California coordinate system, zone 4
Red tint indicates areas in which only
landmark buildings are shown

This map lies within a subsidence area
Containing not corrected to later vertical control adjustments
All vertical control readjusted 1954 unless otherwise noted

APPROXIMATE MEAN
DECLINATION, 1954

FOR SALE BY U. S. GEOLOGICAL SURVEY, DENVER 2, COLORADO OR WASHINGTON 25, D. C.
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

HANFORD, CALIF.
N3615—W11937.5/7.5

1954

The map shows a grid of city blocks. Dewey St. runs horizontally across the middle, and Redington St. runs vertically on the left. The map is oriented with North at the top. Various lot numbers are circled, and some are highlighted with larger circles. The map includes street names 'ST. PAUL' and 'MINN.' at the top, and 'ST. PAUL' and 'MINN.' at the bottom. The map also shows the 'Dewey St.' and 'Redington St.' labels. The map is a historical document, likely from a city directory or a historical map collection.

ST. PAUL
MINN.

ST. PAUL
MINN.

Dewey St.
Redington St.

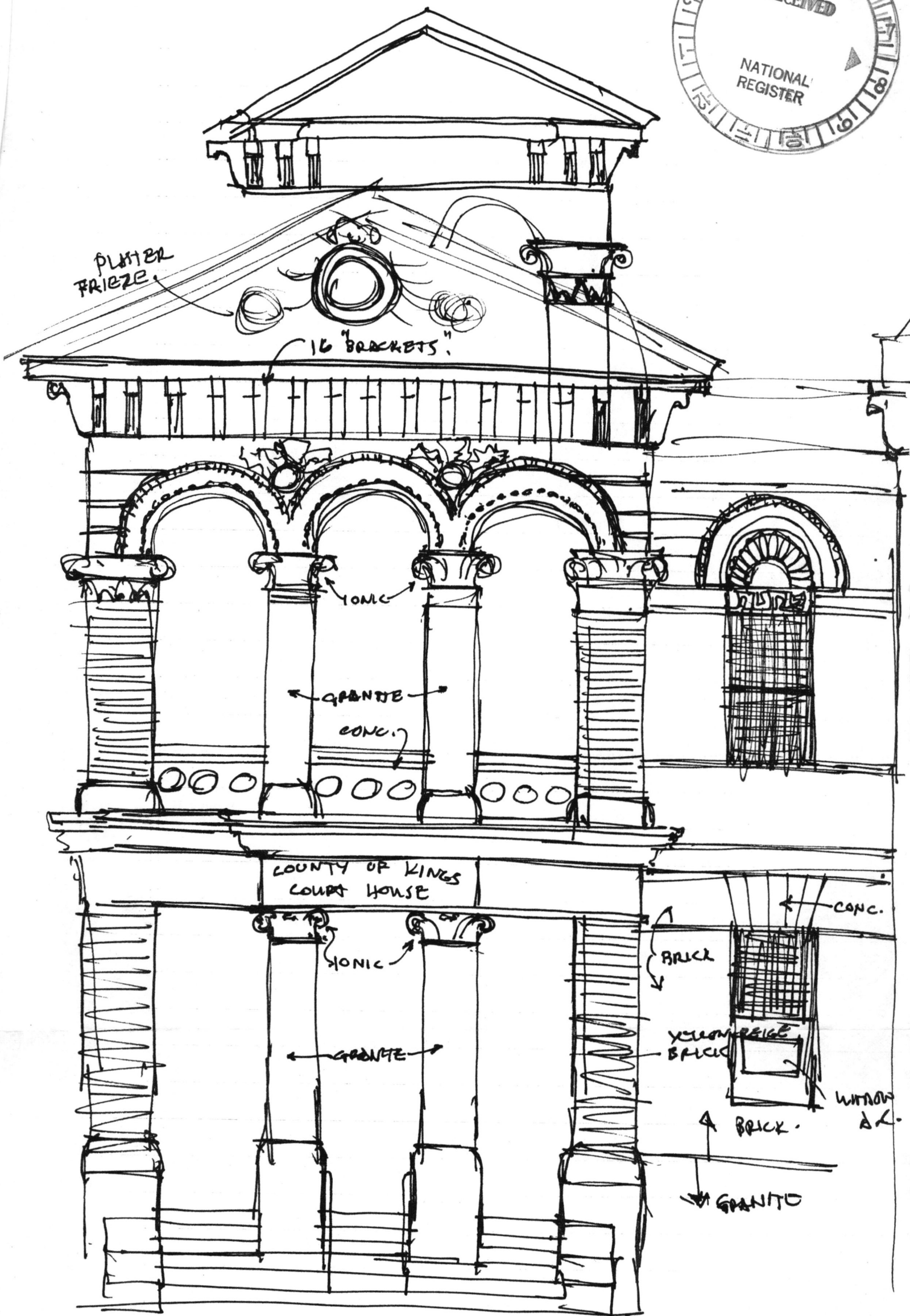
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N. IRWIN ST.
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Page 158 of 251



SEP 21 1978

OFFICE OF HISTORIC PRESERVATION
DEPARTMENT OF PARKS AND RECREATION
POST OFFICE BOX 2390
SACRAMENTO, CALIFORNIA 95811
(916) 445-8006



September 14, 1977
~~August 4, 1977~~



Dr. William J. Murtagh
Keeper of the National Register
U.S. Department of the Interior
18th and C Streets, Northwest
Washington DC 20240

Attention: Mr. Charles Herrington

Dear Dr. Murtagh:

We submit the Kings County Court House for nomination to the National Register of Historic Places. This building is located in Kings County in the 17th California Congressional District. As this building is threatened with demolition, we would appreciate your expeditious review of the nomination.

Sincerely,

K. Mellon

Dr. Knox Mellon
Historic Preservation Coordinator

To: Bill

FOLLOW-UP SLIP

Date 9-20

- addition dates to 1913
- bear in mind that significance rests heavily on history - which now ~~is~~ be jeopardized by most usual courthouse changes
- photos undoubtedly reflect common desire to show off best features artistically.

NOT TO BE FILED

Signature Marcell

TELEPHONE REPORT

DATE Oct 4, 1977
TIME OF CALL 11:50 AM
PM

1. CALL ☒ TO: ☐ FROM (Name)

Aaron Gallup

2. ADDRESS (Tel. No. if needed)

(916) 322-8598
CA SHPO

3. SUBJECT, PROJECT NO., ETC.

Kings Co. Courthouse

4. DETAILS OF DISCUSSION

ok

Jail supposed to be better than
courthouse

will send photos of: jail
interior courtroom
1914 addition on jail
& courthouse

NAME OF PERSON PLACING/RECEIVING CALL

B Handy

TITLE

Asst

OFFICE

OCT 31 1977

These two pictures are the only ones that we could find of the OHP. Kings C^onty Courthouse before the addition and were obtained from some very old books.

The view is from the south (main) entrance. The addition was added on to the northern end of the building. The matching of the bricks and the architecture was so well accomplished that it is very difficult to detect where the addition was made.

The ~~sk~~etch is believed to have been done by the architect and the dome (which was never built), appears to be in the same area where the elevator was to have been built.

MILLERS FALLS
ERASE
COTTON CONTENT

SEP 21 1978

TELEPHONE REPORT

11/28/77
3:00

AM
PM

1. CALL ☐ TO: ☐ FROM (Name)

2. ADDRESS (Tel. No. if needed)

AARON GALLUP

916 - 322 - 8598
~~916 - 2558~~

3. SUBJECT, PROJECT NO., ETC.

Kings Co. Courthouse

4. DETAILS OF DISCUSSION

Photo that they have of Jitil
must be scaled down, and then
they will send it.

NAME OF PERSON PLACING/RECEIVING CALL

TITLE

OFFICE

B. Funder

P. Best.

N.R.

STATE OF CALIFORNIA
MINI-MEMO
STD 100-B (REV. 9-70)

TO:

Bill Lebovich
Review Unit
National Register
U.S. Dept. of the Interior
Washington, D. C. 20240

SUBJECT:

Pending National Register
nomination for Kings
County Courthouse

DATE

9/11/78

M The enclosed material is submittted in response to your staff's phone request for
E additional information for this nomination. We had assumed that this material had
S been sent some time ago, but just discovered the original documents in our files.
S
A Since this has been pending for some time, and a threat still exists to the building,
G we respectfully request this nomination be expedited.
E

RETURN TO

SIGNED

▶



ADDRESS

Office of Historic Preservation
Aaron Gallup P.O. Box 2390, Sacramento, CA 95811 (916) 322-8598

PHONE

R

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SIGNED

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ADDRESS

DATE

SEND PARTS 1 AND 3 INTACT — PART 3 WILL BE RETURNED WITH REPLY

OSP

THE NATIONAL REGISTER OF HISTORIC PLACES

DATE REC'D **SEP 19 1978**

INDIVIDUAL RESPONSE (ATTACHED)

INFORMATIVE MATERIAL SENT

TELEPHONE CALL (ATTACHED)

DATE ACTION TAKEN _____

INITIALS _____

ENTRIES IN THE NATIONAL REGISTER

STATE CALIFORNIA

Date Entered SEP 21 1978

Name

Location

Kings County Courthouse

Hanford
Kings County

Y.W.C.A. Residence

Fresno
Fresno County

Also Notified

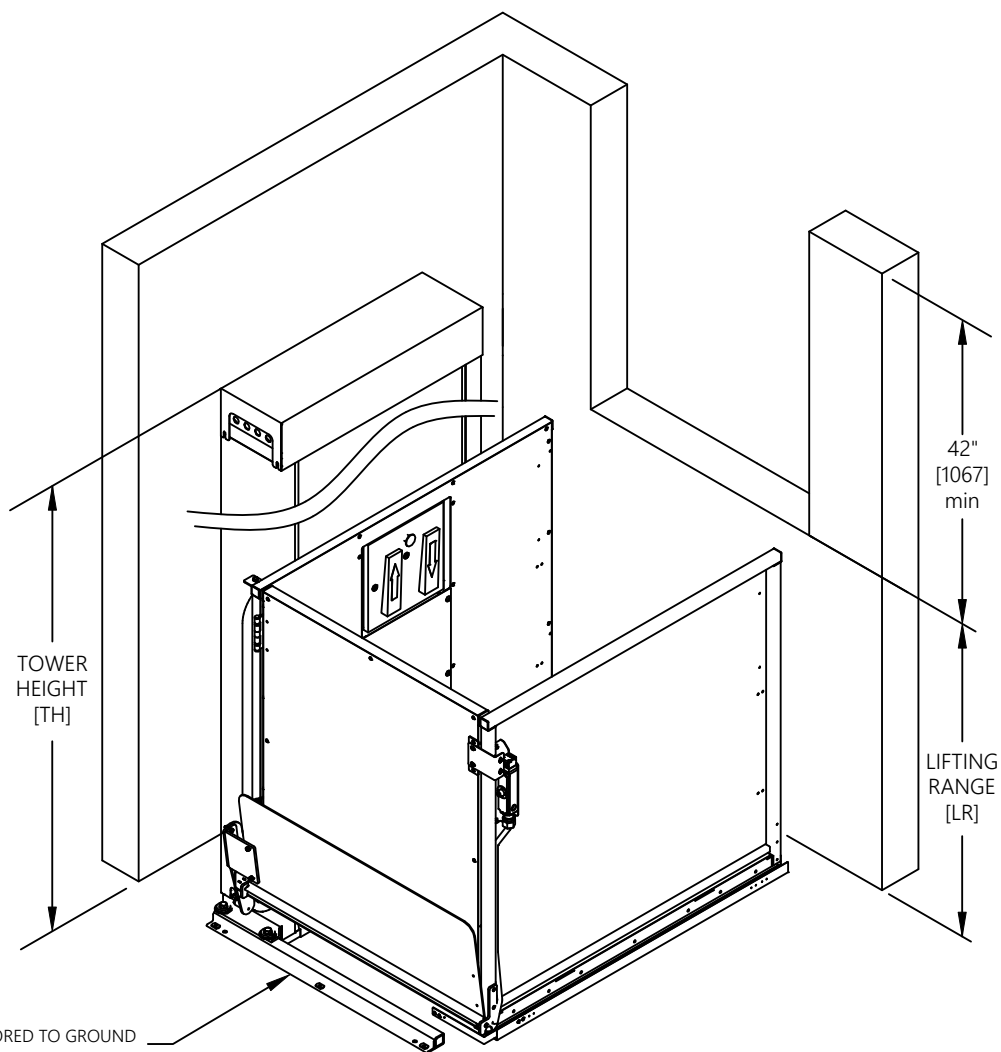
Honorable S. I. Hayakawa

Honorable Alan Cranston
Honorable John H. Krebs

State Historic Preservation Officer
Dr. Knox Mellon
Office of Historic Preservation
Department of Parks & Recreation
P.O. Box 2390
Sacramento, California 95811

NATIONAL REGISTER DATA SHEET

1 NAME as it appears on federal register: Kings County Courthouse				2 OTHER NAMES:				3 date of entry: SEP 21 1978		4 county code: 31	
5 LOCATION street & number 114 W. 8th St.			city / town Hanford		vicinity of		state CA	county Kings		6 NPS REGION: W	
7 OWNER ☐ PRIVATE ☐ STATE ☐ MUNICIPAL ☒ COUNTY ☐ MULTIPLE ☐ FEDERAL (agency name)								8 ADMINISTRATOR:			
9 EXISTING SURVEYS ☐ HABS ☐ HAER ☐ NHL		10 FUNDED? ☐ YES ☐ NO		11 CONGRESS. DISTRICT 17th		12 SOURCE of NOMINATION ☒ STATE ☐ FEDERAL		if state who prepared form?			
13 WITHIN NATIONAL REGISTER HISTORIC DISTRICT? ☐ YES, NAME ☐ NO				14 WITHIN NATIONAL HISTORIC LANDMARK? ☐ YES, NAME ☐ NO				15 ACREAGE		☐ LOCAL ☐ PRIVATE ORGANIZATION	
16 CONDITION ☐ excellent ☐ good ☐ fair		☐ deteriorated ☐ ruins ☐ unexposed ☐ unexcavated		☐ altered ☐ unaltered ☐ reconstructed ☐ excavated		☐ original site ☐ moved ☐ unknown		17 features: INTERIOR ☐ SUBSTANTIALLY INTACT-1 ☐ NOT INTACT-0 ☐ UNKNOWN-4 ☐ NOT APPLICABLE-7 EXTERIOR ☐ SUBSTANTIALLY INTACT-2 ☐ NOT INTACT-0 ☐ UNKNOWN-5 ☐ NOT APPLICABLE-8 ENVIRONS ☐ SUBSTANTIALLY INTACT-3 ☐ NOT INTACT-0 ☐ UNKNOWN-6 ☐ NOT APPLICABLE-9			
18 ACCESS ☐ YES-Restricted ☐ YES-Unrestricted ☐ No Access ☐ Unknown				19 ADAPTIVE USE ☐ YES ☐ NO		20 SAVED? ☐ YES		IS PROPERTY A HISTORIC DISTRICT? ☐ yes ☐ no			
21 AREAS OF SIGNIFICANCE: ☐ ARCHEOLOGY-prehistoric-2 ☐ ARCHEOLOGY-historic-1 ☐ AGRICULTURE-3 ☐ ARCHITECTURE-4 ☐ ART-5				☐ ENGINEERING-11 ☐ ENTERTAINMENT-26 ☐ EXPLORATION-12 ☐ HEALTH-27 ☐ INDUSTRY-13 ☐ INVENTION-14		☐ LANDSCAPE ARCH.-15 ☐ LAW-16 ☐ LITERATURE-17 ☐ MILITARY-18 ☐ MUSIC-19 ☐ PHILOSOPHY-20		☐ POLITICS/GOVT.-21 ☐ RELIGION-22 ☐ SCIENCE-23 ☐ SOCIAL/HUMANITARIAN-24 ☐ SOCIAL/CULTURAL-30 ☐ TRANSPORTATION-25		☐ RECREATION-28 ☐ SETTLEMENT-29 ☐ URBAN PLANNING-31 ☐ OTHER (SPECIFY) _____	
22 CLAIMS: explain 'first' ☐ 'oldest' ☐ 'only' ☐				23 functions WHEN HISTORICALLY SIGNIFICANT: CURRENTLY:				24 dates of initial construction: major alterations: historic events:		25 ETHNIC GROUP ASSOCIATION	
26 architectural style(s):				27 architect:		28 master builder:		29 engineer:			
30 landscape architect / garden designer:			31 interior decorator:		32 artist:		33 artisan:		34 builder/contractor:		
35 NAMES give role & date PERSONAL: EVENTS: INSTITUTIONAL:											
36 NATIONAL REGISTER WRITE-UP											



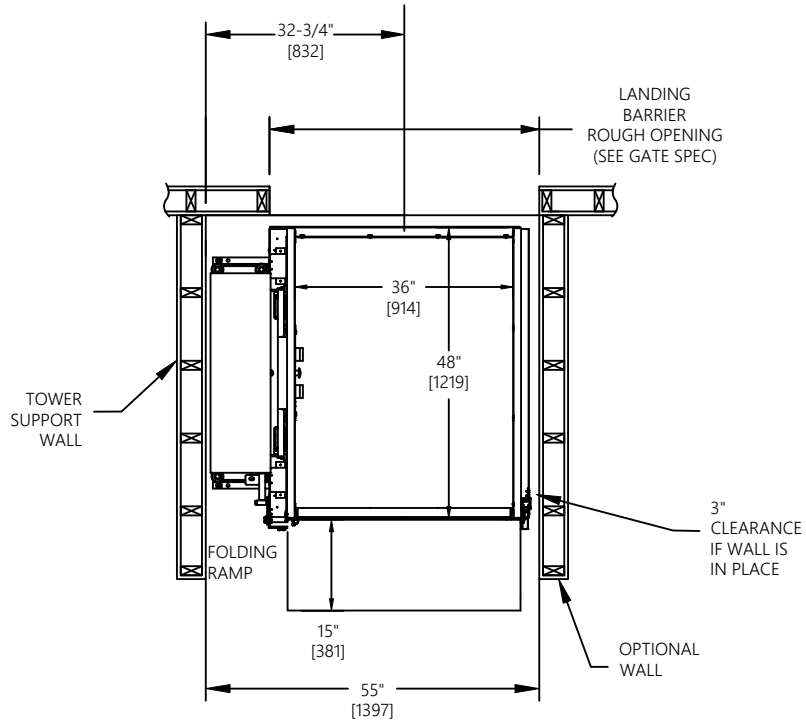
BASE LEGS ANCHORED TO GROUND

SPECIFICATIONS

PLATFORM SIZE	36"x48" [914mm x 1219mm]
FOOTPRINT	51"x48" [1295mm x 1219mm]
MAX LOAD	750lb [340kg]
SPEED	8fpm [0.04mps]
DRIVE TYPE	SCREW NUT SYNCHRONOUS BELT DRIVE
MOTOR SPEC	1/2 HP [0.37kW]
POWER SUPPLY	110V / 1PH / 60Hz
SAFETY PLATE BENEATH PLATFORM	
NON-LOAD-BEARING BACKUP SAFETY NUT	

JOB No.	JOB	TOTAL TRAVEL	T-TRAV T-TRAV-MM	INCHES mm	No. OF LANDINGS 2	DATE: MON / YR	RAM	FLEX LIFT
LOCATION	LOC-1 LOC-2					DWN. BY: NAME	INSTALLATION DETAILS AND SPECIFICATIONS	
ARCHITECT	ARC-1 ARC-2					CHECKED BY: NAME		
GENERAL CONTRACTOR	GEN-1 GEN-2					SCALE: N.T.S.	DRAWING No. 1/2 3648-S-L-CR	REV 00

PLAN VIEW



VARIABLE DIMENSIONS

LIFTING RANGE [LR]	TOWER HEIGHT [TH]	
	SHORT COVER	TALL COVER
28" [711]	50½" [1283]	61½" [1562]
52" [1321]		
72" [1829]		
96" [2438]		
120" [3048]		
144" [3658]		
168" [4267]		

LANDING BARRIER TYPE	ROUGH OPENING WIDTH	ROUGH OPENING HEIGHT
RAM 36x42 STEEL GATE	44½" [1130]	N/A
RAM 36x42 ALUM. & GLASS GATE	44½" [1130]	N/A
RAM 36x80 ALUM. & GLASS DOOR (MANUAL)	44½" [1130]	82¼" [2089]
RAM 36x80 ALUM. & GLASS DOOR (AUTO)	44½" [1130]	86¼" [2191]
FIRE RATED 36x80 (MANUAL & NON-CONCEALED AUTO)	44½" [1130]	84¼" [2140]
FIRE RATED 36x80 (CONCEALED AUTO)	44½" [1130]	86¾" [2203]

*NOTE: CONSULT DETAILED SPEC SHEET FOR LANDING BARRIER DETAILS

JOB No.	JOB	TOTAL TRAVEL	T-TRAV T-TRAV-MM	INCHES mm	No. OF LANDINGS 2	DATE: MON / YR	RAM	FLEX LIFT
LOCATION	LOC-1 LOC-2					DWN. BY: NAME	INSTALLATION DETAILS AND SPECIFICATIONS	
ARCHITECT	ARC-1 ARC-2					CHECKED BY: NAME		
GENERAL CONTRACTOR	GEN-1 GEN-2					SCALE: N.T.S.	DRAWING No. 1/2 3648-S-L-CR	REV 00

Notice of Exemption 2025-16

To: ☐ Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

☒ County Clerk
County of Kings
Kings County Government Center
Hanford, CA 93230

From: City of Hanford – Gabrielle Myers (Senior Planner)
317 N. Douty Street
Hanford, CA 93230
(559)585-2578

Project Title: HRA0018-25

Project Location –113 Court Street (APN 010-265-001)

Project Location – City: Hanford **Project Location – County:** Kings County

Description of Nature, Purpose and Beneficiaries of Project: Historic Resources Permit No. 0018-25, a request to make exterior modifications to the Old Courthouse, 113 Court Street, by removal of an exterior window and portion of the wall, in order to accommodate a new ADA-accessible lift and entry. The building is a contributing building within the Historic Overlay Zone District, located at 113 Court Street (APN 010-265-001).

Name of Public Agency Approving Project: City of Hanford

Name of Person or Agency Carrying Out Project: Kevin Nickell

Exempt Status: **(check one)**

- ☐ Ministerial (Sec. 21080(b)(1); 152698);
☐ Declared Emergency (Sec. 21080(b)(3); 15269 (a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption: State type and section number: 15301 Existing Facilities
☐ Statutory Exemption. State code number:

Reasons why project is exempt:

The City of Hanford determined the project to be exempt from environmental review pursuant to Section 15301, as the project proposed consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.

Lead Agency Contact Person: Jason Waters Telephone: (559) 585-2590

Signature: _____ Date: April 1, 2025 Title: Deputy City Manager

☒ Signed by Lead Agency Date received for filing at OPR: _____
☐ Signed by Applicant

Applicant Information:

Name: Kevin Nickell
Address: 22841 Grangeville Boulevard, Lemoore, CA 93245
Phone Number: (559)469-5131



AGENDA STAFF REPORT

MEETING DATE: 4/1/2025

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of the 2nd reading and Adoption of Ordinance No. 25-02, approving Prezone No. 0005-23, a request to prezone land proposed to be annexed as R-L-5 Low-Density Residential, in accordance with the General Plan designation for the territory, Low-Density Residential. The Project is located south of Hanford Armona Road, between 12th and 13th Avenues (APN 011-040-008, -010, and -027).

RECOMMENDATION

Staff recommends that the City Council waive the second reading and adopt Ordinance 25-02 approving Prezone 0005-23.

RECOMMENDED MOTION: I move to waive the second reading and adopt Ordinance 25-02, approving Prezone 0005-23.

BACKGROUND

On March 18, 2025, the City Council held a public hearing for Annexation 161, Prezone 0005-23, and Vesting Tentative Tract 943. During the meeting, the City Council introduced the ordinance and waived the first reading on the proposed project.

Prezone 0005-23 is a request to pre-zone the Annexation 161 area as R-L-5 Low-Density Residential, in accordance with the General Plan designation for the area. The General Plan Designation for the area is Low-Density Residential with a portion of “floating” Future Educational Facility.

The local school districts were contacted during consultation and did not indicate a need for the site as an educational facility site.

Figure 1: General Plan Designation

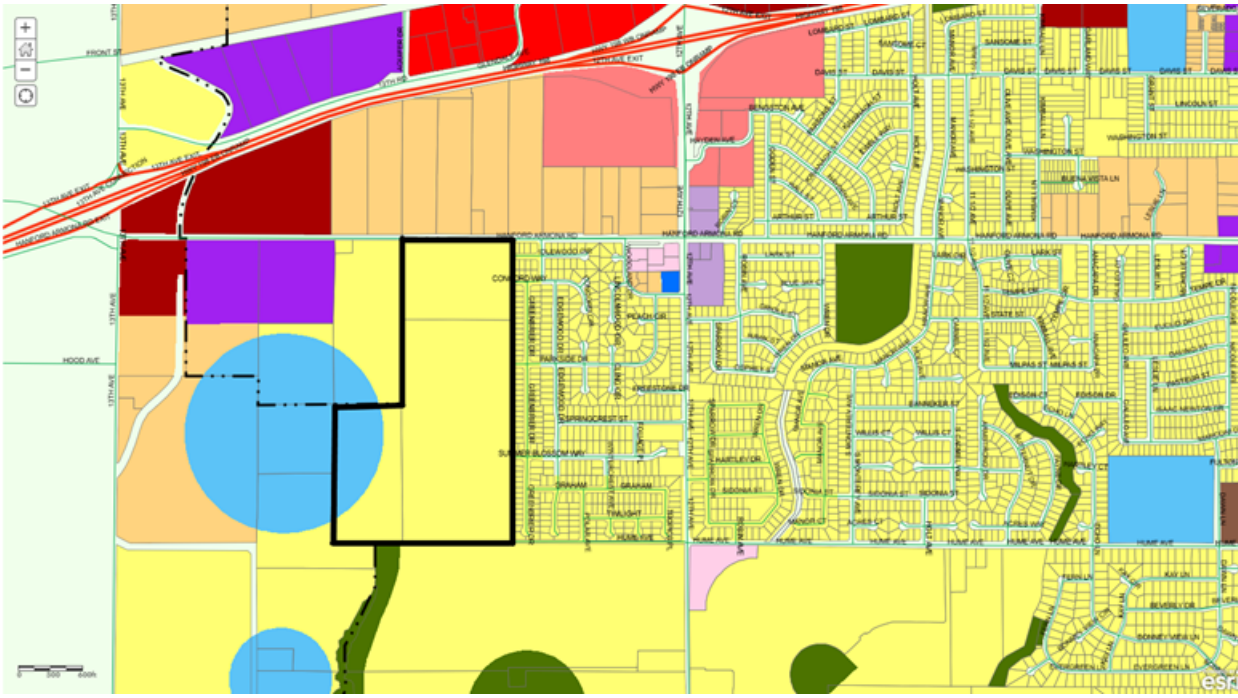
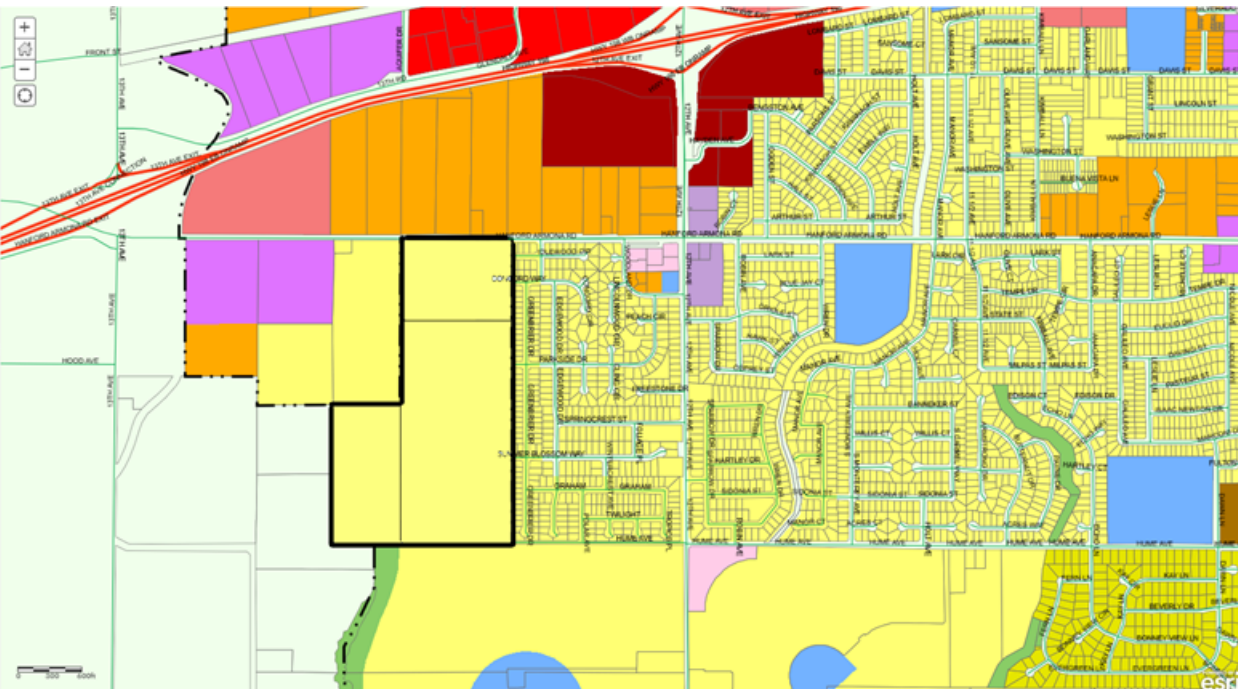


Figure 2: Prezone No. 0005-23
R-L-5 Low-Density Residential (outlined in bold)



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

Prezone No. 0005-23

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

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

Analysis: That Prezone No. 0005-23 is internally consistent with the goals, objectives, and policies of the General Plan, specifically consistent with Land Use Policies L15 and L17. The development proposed in the annexation area, under Vesting Tentative Tract 943, conforms with all regulations pertaining to the R-L-5 Low-Density Residential zone district.

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

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

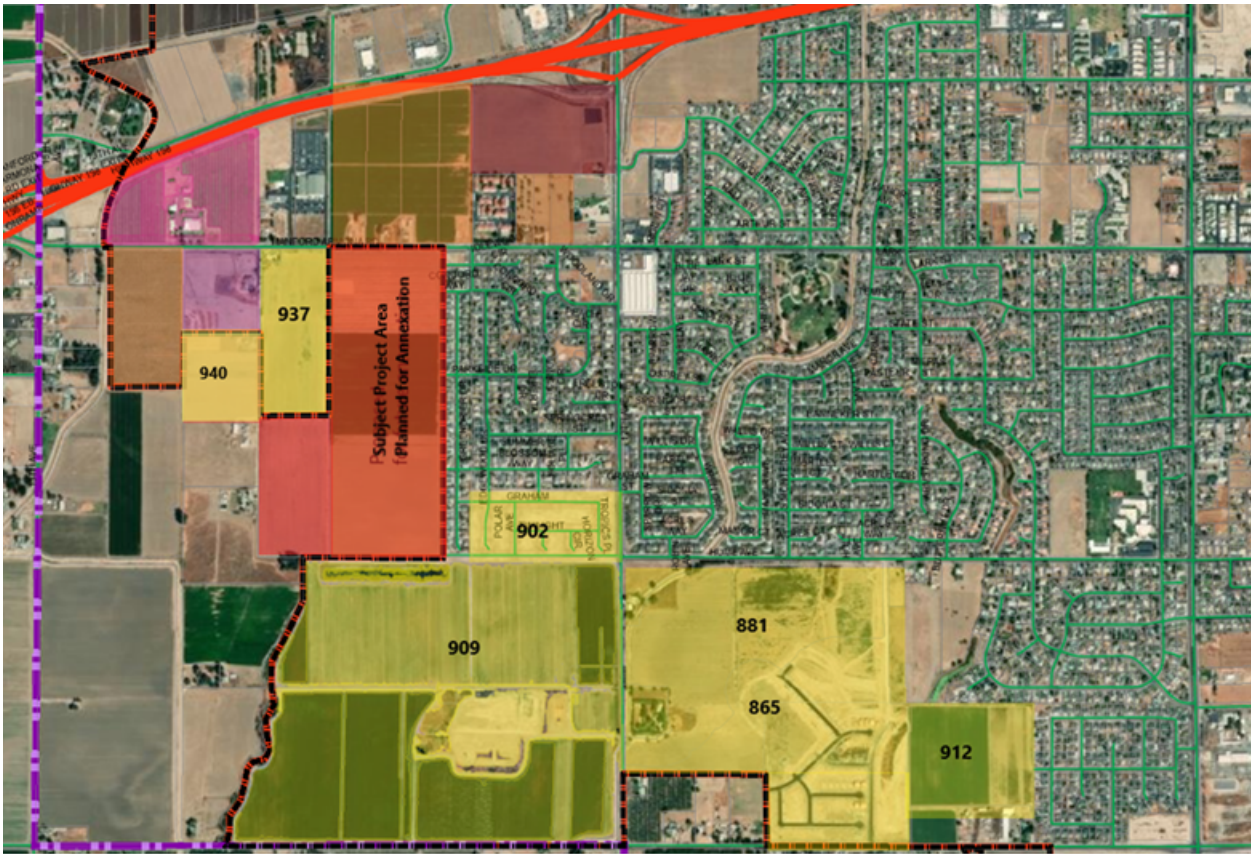
3. That the amendment would maintain the appropriate balance of land uses within the City.

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

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

Analysis: That the anticipated land uses on the subject site are low-density residential, as proposed under Tentative Tract 943, which is compatible with planned single-family residential developments in the surrounding area (see Figure below).

Entitled Properties



ATTACHMENTS:

- 1. Ordinance 25-02

ORDINANCE NO. 25-02
PREZONE NO. 0005-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HANFORD PREZONING CERTAIN PROPERTY ADJACENT TO THE CITY OF HANFORD FROM COUNTY ZONING AL-10 LIMITED AGRICULTURE TO R-L-5 LOW-DENSITY RESIDENTIAL, IN ACCORDANCE WITH THE GENERAL PLAN. THE PROJECT IS LOCATED SOUTH OF HANFORD ARMONA ROAD, BETWEEN 12TH AND 13TH AVENUES (APNS 011-040-008, -010, AND -027).

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

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

Annexation 161 filed by Silicon Valley Ranch, LLC

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

On property described as follows:

Portions of the Northeast and Northwest Quarters of Section 3, Township 19 South, Range 21 East, MDB&M, in the State of California, County of Kings described as follows:

Beginning at the Northwest corner of said Northeast Quarter being a point on the existing city limits of the City of Hanford;

Thence along the existing city limits the following courses:

1. South 89° 23'35" East along the North line of last said Quarter, a distance of 1,057.40 feet to the Northwest corner of County Tract 876 as depicted on a map recorded in Book 24 at Page 88 of Licensed Surveyors' Plats in the Office of the Kings County Recorder;
2. South 00°33'03" West, along the West line of last said Tract, a distance of 2,866.68 feet to a point on the South line of said Northeast Quarter;
3. North 89°32'03" West along said South line of said Northeast Quarter, a distance of 1,051.03 feet to the Center Quarter Corner of said Section 3;

4. North 89° 32'22" West along the South line of said Northwest Quarter a distance of 261.40 feet to an angle point in the city limits of the City of Hanford per LAFCO Resolution No. 05-1 7 as depicted on a map recorded in Book 21, at page 66 of Licensed Surveyors' Plats in the Office of the Kings County Recorder;

Thence leaving the existing city limits of the City of Hanford the following courses:

5. Continuing along said South line of the Northwest Quarter, North 89° 32'22" West a distance of 397.32 feet to the southwest corner of Parcel 2 as shown on a map recorded in Book 5 at Page 72 of Parcel Maps of Licensed Surveyors' Plats in the Office of the Kings County Recorder;
6. North 00° 44' 57" East, along the west line of last said Parcel 2 a distance of 646.91 feet to an angle point in said west line of said Parcel 2;
7. Continuing along the West line of said Parcel 2, North 02° 14'30" East, a distance of 656.86 feet to the Northwest corner of said Parcel 2, also being a point on the existing city limits of the City of Hanford;

Thence along the existing city limits the following courses:

8. South 89° 38'44" East along the North line of said Parcel 2 a distance of 634.20 feet to the Northeast corner of said Parcel 2, also being a point on the west line of said Northeast Quarter;
9. Thence North 00°25 '25" East, along last said West line, a distance of 1,564.66 feet to the Point of Beginning

Containing 88.89 Acres more or less, as depicted in attached **Exhibit A**; and

Section 2: The Council does hereby find as a fact that this Ordinance has been recommended for passage by the Planning Commission of the City of Hanford after public hearing before the Planning Commission after notice required by Section 17.70.100 of the Hanford Municipal Code and Government Code Section 65854. The City Council finds that the Final Environmental Impact Report (SCH #2024060956) is approved, in conformance with the California Environmental Quality Act. The City Council hereby finds that the rezoning is required to achieve the objectives of the zoning regulations as set forth in Section 17.06.010 of the Hanford Municipal Code, and that this Ordinance has been introduced by the City Council after public hearing held on the 18th day of March, 2025 at 7:00 p.m. of said day after notice required under the provisions of Section 65856 of the Government Code.

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

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

APPROVED

ATTEST:

MAYOR of the City of Hanford

Natalie Corral
CITY CLERK

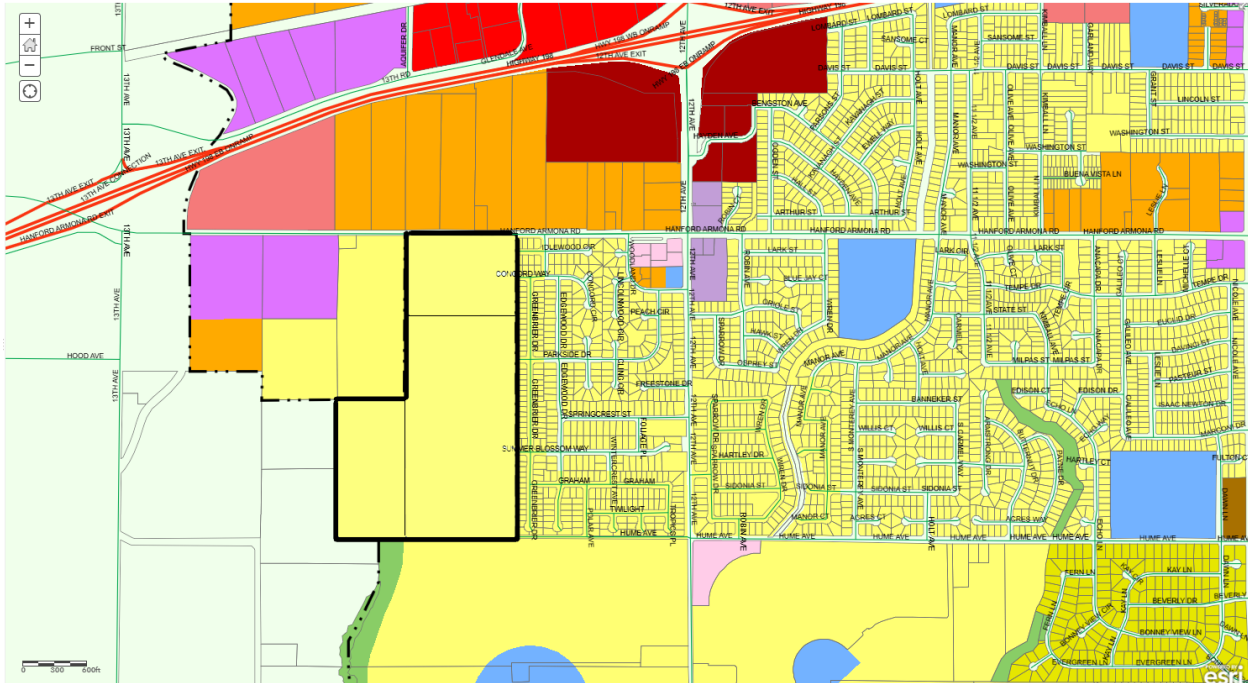
STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Hanford on the 18th day of March 2025 and it was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the _____ day of _____, 2025.

Dated: _____

Natalie Corral
City Clerk

Prezone 0005-23
Proposed: R-L-5 Low-Density Residential (property outlined in bold)





AGENDA STAFF REPORT

MEETING DATE: 4/1/2025	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Authorization to enter into a contract with Environmental Systems Research Institute, Inc., (ESRI) for annual subscription fees for Geographical Information System (GIS) software for a three-year term for \$60,300 annually. Approve appropriation of \$60,300 in the General Fund for the current fiscal year.

RECOMMENDATION:

Recommended Motion: That the City Council:

1. Authorize the City Manager to enter into a contract with Environmental Systems Research Institute, Inc., (ESRI) for the annual subscription of GIS software for a three-year term.
2. Approve appropriation of \$60,300 in fiscal year 2024/2025 (FY25). Future appropriations to be included in future budgets.

BACKGROUND:

The City of Hanford Municipal Code requires City Council approval for purchases exceeding \$50,000.

At the March 18, 2025, City Council Meeting, staff received authorization to enter into an agreement with consultant Langan for the Modernizing Hanford’s Geographical Information System (GIS) and Permitting Processes. This project aims to improve efficiency and public access to planning resources. Key components include publicly accessible GIS maps on the City’s website, the creation of GIS data to support planning and permitting, and updates to the permitting system to reduce manual entry and errors. The project will also provide staff training to ensure long-term maintenance of the GIS system.

The City currently has an annual subscription with Environmental Systems Research Institute, Inc., (ESRI) for GIS software.

The current subscription costs \$9,090 annually and includes the following:

- 22 ArcGIS Online Viewers
- 1 ArcGIS Online Creator
- 8 ArcGIS Online GIS Professional Basic Users

In order to achieve the GIS updates, the City must upgrade to a Small Government Enterprise Agreement subscription type. The upgraded subscription would cost \$60,300 annually and would

include:

- Two (2) ArcGIS CityEngine Single Use Licenses
- 250 ArcGIS Online Viewers
- 250 ArcGIS Online Creators
- 37,500 ArcGIS Online Service Credits
- 250 ArcGIS Enterprise Creators
- 5 ArcGIS Insights in ArcGIS Enterprise
- 5 ArcGIS Insights in ArcGIS Online
- 50 ArcGIS Location Sharing User Type Extension (Enterprise)
- 50 ArcGIS Location Sharing User Type Extension (Online)
- 12 ArcGIS Advanced Editing User Type Extension (Enterprise)

FISCAL IMPACT:

An impact to the General Fund of \$60,300 in fiscal year 2024/2025 (FY25) on the Information Technology (IT) Professional Services account. Allocation is distributed among all divisions on a quarterly basis, including enterprise funds, with the amount determined by the number of full-time employees in each division.

Determination will be made in future budget years about whether to charge directly to divisions with the most utilization.

ATTACHMENTS:

1. ESRI Quote # Q-543905



Quotation # Q-543905

Date: March 12, 2025

Customer # 633714 Contract #

City of Hanford
IT Dept
900 S 10th Ave
Hanford, CA 93230-5234

ATTENTION: Jason Waters
PHONE: (559) 585-2571
EMAIL: jwaters@hanfordca.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/12/2025 To: 6/10/2025

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription (Legacy)				
168179	1	Year 2	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription (Legacy)				
168179	1	Year 3	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription (Legacy)				
Subtotal:				\$180,900.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$180,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Michael Arias

Email:

marias@esri.com

Phone:

(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-543905

Date: March 12, 2025

Customer # 633714 Contract #

City of Hanford
IT Dept
900 S 10th Ave
Hanford, CA 93230-5234

ATTENTION: Jason Waters
PHONE: (559) 585-2571
EMAIL: jwaters@hanfordca.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/12/2025 To: 6/10/2025

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Michael Arias

Email:

marias@esri.com

Phone:

(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

Two (2) ArcGIS CityEngine Single Use Licenses
 250 ArcGIS Online Viewers
 250 ArcGIS Online Creators
 37,500 ArcGIS Online Service Credits
 250 ArcGIS Enterprise Creators
 5 ArcGIS Insights in ArcGIS Enterprise
 5 ArcGIS Insights in ArcGIS Online
 50 ArcGIS Location Sharing User Type Extension (Enterprise)
 50 ArcGIS Location Sharing User Type Extension (Online)
 12 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



AGENDA STAFF REPORT

MEETING DATE: 4/1/2025	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Approval of the City's acceptance of two Grants of Easements for right-of-way purposes and for slope purposes, for the Billingsley Ranch Development, Tract No. 937, located at the southwest corner of Hanford Armona Road and Aquifer Drive.

RECOMMENDATION:

That the City Council, by motion, approve and accept two Grants of Easements for right-of-way and for slope purposes, for the Billingsley Ranch Development, Tract No. 937.

BACKGROUND:

The Billingsley Ranch Subdivision, Tract 937 located at the southwest corner of Hanford Armona Road and Aquifer Drive, is required with the City's approval of project improvement plans, to obtain Grants of Easements from the adjacent property owner (Silicon Valley Ranch) to be offered to the City for street purposes.

The Grant of Easement for right-of-way purposes will establish a permanent turning lane from Aquifer Drive and entering Hanford Armona Road, while the Grant of Easement for slope purposes will allow for storm water runoff from Hanford Armona Road and to allow for construction of a paved transition lane within Hanford Armona Road.

With Council approval, the attached documents will be recorded with the Kings County Recorder's Office.

FISCAL IMPACT:

The right-of-way and slope easements are offered at no cost to the city. All associated costs will be at the developer's expense.

ATTACHMENTS:

1. Right of Way Easement
2. Permanent Slope Easement

RECORDING REQUESTED BY:

City of Hanford

WHEN RECORDED MAIL TO:

City of Hanford
319 N. Douty Street
Hanford, CA 93230
ATTN: City Clerk

GRANT OF EASEMENT
For Right of Way Purposes

The undersigned declares that the documentary transfer tax is \$0.00
(R&T Code 11922, Grantee is exempt government agency)

- ☐ Computed on the full value of the interest or property conveyed, or is
☐ Computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
The land, tenements for realty is located in
☐ Unincorporated area of _____ ☐ City of Hanford

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Grantor: Silicon Valley Ranch, LLC, a California limited liability company, who acquired title as
Middlefield Manor, LLC, a California limited liability company

Hereby GRANT(S) to

The CITY OF HANFORD, A Municipal Corporation

A right of way easement over and across the property described in Exhibit "A" and depicted on
Exhibit "B", attached hereto and made a part hereof.

Dated: _____

SILICON VALLEY:

SILICON VALLEY RANCH, LLC, a California limited liability company

By: _____
Name: _____
Title: _____

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

State of California)
County of)

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

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

WITNESS my hand and official seal.

Signature _____

DEED CERTIFICATION

This is to certify that the interest in Real Property conveyed to the City of Hanford, a Municipal Corporation, by Deed dated _____, 2025, from SILICON VALLEY RANCH, LLC, a California limited liability company, was accepted by order of the City Council for the City of Hanford, and the City of Hanford, as Grantee, hereby consents to recordation of said Deed by its duly authorized officer.

DATED: _____, 20__

CITY OF HANFORD
A Municipal Corporation

By: _____
Mario Cifuentez
City Manager

ATTEST: _____
City Clerk

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/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 of Notary Public

(SPACE ABOVE FOR NOTARY SEAL)

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/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 of Notary Public

(SPACE ABOVE FOR NOTARY SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION for RIGHT OF WAY

All that portion of the Northeast quarter of Section 3, Township 19 South, Range 21 East, Mount Diablo Base and Meridian, situated in the City of Hanford, County of Kings, State of California, more particularly described as follows:

COMMENCING at the North quarter corner of said Section 3;

Thence along the west line of said Northeast quarter, South $0^{\circ}25'25''$ West, a distance of 30.00 feet to an intersection with the existing Right of Way line, said line being parallel with and 30.00 feet south of the north line of said Northeast quarter, said intersection being the **TRUE POINT OF BEGINNING**;

Thence continuing along said west line, South $0^{\circ}25'25''$ West, a distance of 28.42 feet to the beginning of a curve which is tangent to said west line, concave to the southeast and having a radius of 30.00 feet;

Thence leaving said west line, northeasterly along said curve, through a central angle of $70^{\circ}57'43''$, an arc distance of 37.16 feet to a point on said Right of Way line and to which point a radial line bears North $18^{\circ}36'51''$ West;

Thence along said Right of Way line, North $89^{\circ}23'27''$ West, a distance of 20.21 feet to the **TRUE POINT OF BEGINNING**.

Containing 155 square feet, more or less.

See Exhibit B, attached hereto and made a part hereof.



Page 197 of 251

RECORDING REQUESTED BY:

City of Hanford

WHEN RECORDED MAIL TO:

City of Hanford
319 N. Douty Street
Hanford, CA 93230
ATTN: City Clerk

GRANT OF EASEMENT

For Slope Purposes

The undersigned declares that the documentary transfer tax is \$0.00

(R&T Code 11922, Grantee is exempt government agency)

- ☐ Computed on the full value of the interest or property conveyed, or is
☐ Computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.

The land, tenements for realty is located in

- ☐ Unincorporated area of _____ ☐ City of Hanford

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Grantor: Silicon Valley Ranch, LLC, a California limited liability company, who acquired title as Middlefield Manor, LLC, a California limited liability company

Hereby GRANT(S) to

The CITY OF HANFORD, A Municipal Corporation

A slope easement on, over and across the property described in Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof.

Dated: _____

SILICON VALLEY RANCH, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

DEED CERTIFICATION

This is to certify that the interest in Real Property conveyed to the City of Hanford, a Municipal Corporation, by Deed dated _____, 2025, from Silicon Valley Ranch, LLC, a California limited liability company, who acquired title as Middlefield Manor, LLC, a California limited liability company was accepted by order of the City Council for the City of Hanford, and the City of Hanford, as Grantee, hereby consents to recordation of said Deed by its duly authorized officer.

DATED: _____, 20__

CITY OF HANFORD
A Municipal Corporation

By: _____
Mario Cifuentez
City Manager

ATTEST: _____
City Clerk

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

State of California)
County of)

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"

LEGAL DESCRIPTION OF SLOPE EASEMENT

All that portion of the Northeast quarter of Section 3, Township 19 South, Range 21 East, Mount Diablo Base and Meridian, situated in the City of Hanford, County of Kings, State of California, more particularly described as follows:

COMMENCING at the North quarter corner of said Section 3;

Thence along the west line of said Northeast quarter, South 0°25'25" West, a distance of 30.00 feet to the **TRUE POINT OF BEGINNING**;

Thence along a line 30.00 feet south of and parallel with the north line of said Northeast quarter, South 89°23'27" East, a distance of 474.14 feet;

Thence South 0°36'33" West, a distance of 12.00 feet to a line 42.00 feet south of and parallel with said north line;

Thence along said parallel line, North 89°23'27" West, a distance of 474.10 feet to said west line;

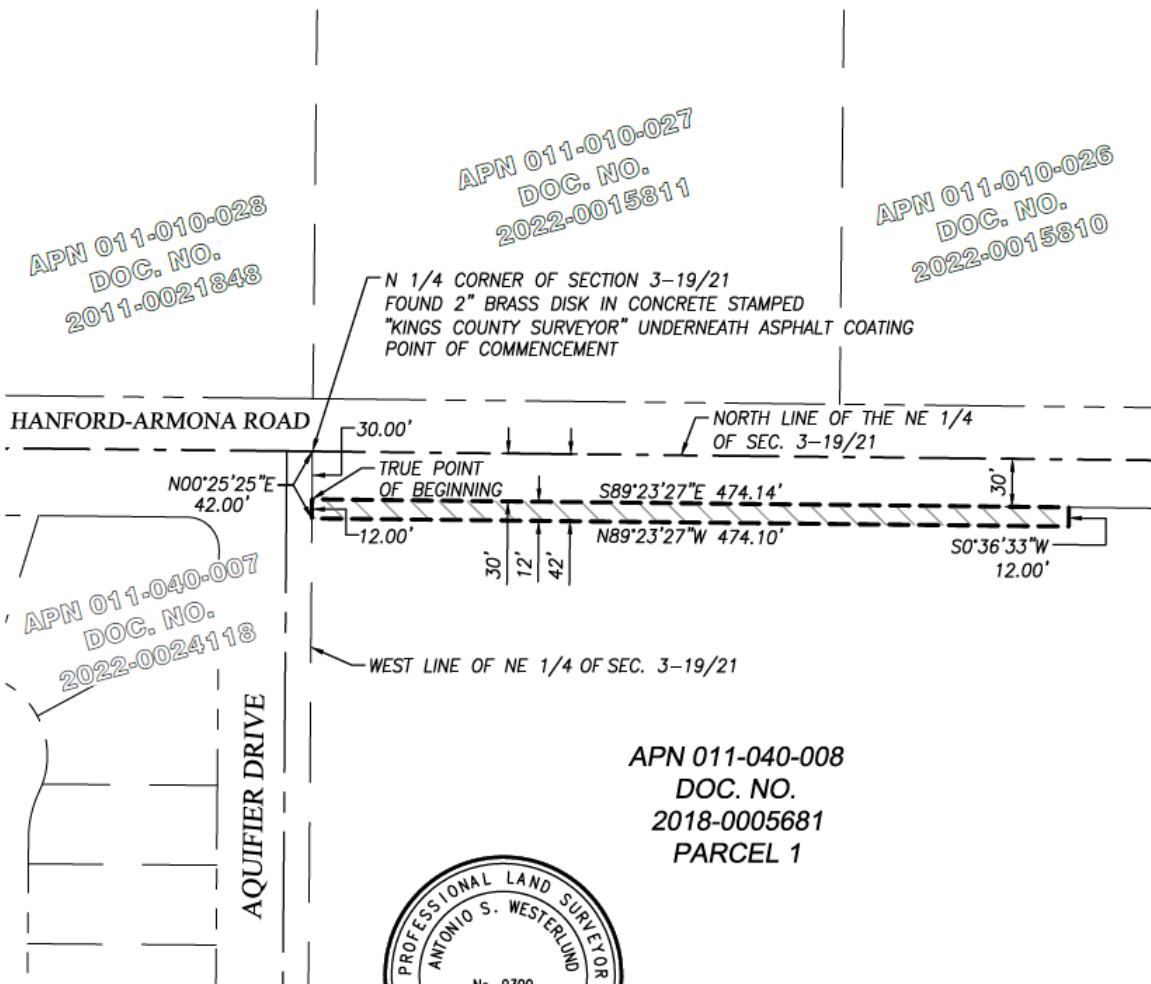
Thence along said west line, North 0°25'25" East, a distance of 12.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 5,689 square feet, more or less.

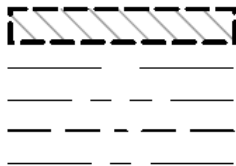
See Exhibit B, attached hereto and made a part hereof.



L:\PROJECTS\2021\210242\ACAD\SURVEY EXHIBITS\2023-08-02_SLOPE EASEMENT\210242 - SLOPE EASEMENT.DWG 12/15/2023 1:05 PM

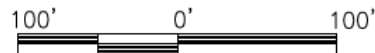


LEGEND



DOC. NO.

12' SLOPE EASEMENT
 AREA = 5,689± SF
 EXISTING PARCEL LINE
 RIGHT OF WAY LINE
 SECTION LINE
 ROAD CENTERLINE
 DOCUMENT NUMBER OF KINGS COUNTY RECORDS



SCALE: 1"= 100'

PROJECT NO.: 210242

DRAWN BY: AA

QA/QC BY: TKF

SCALE: AS SHOWN

SHEET NO.:

1 OF 1

EXHIBIT B
SLOPE EASEMENT
APN 011-040-008
HANFORD, CALIFORNIA



WWW.QKINC.COM
 1-800-955-7599
 BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA
 © COPYRIGHT BY QUAD KNOPF, INC. UNAUTHORIZED USE PROHIBITED.



AGENDA STAFF REPORT

MEETING DATE: 4/1/2025	AGENDA SECTION: GENERAL BUSINESS
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SUBJECT:

Council direction regarding funding appropriations for the Downtown Crow Abatement and consideration of Approval of a Professional Services Agreement with Hawk on Hand, in the amount of \$53,600 to continue to provide Falconer services in Downtown Hanford and areas outside the Business Improvement District for Calendar Year 2025 services.

RECOMMENDATION:

Recommendation: That the City Council consider the amount of General fund dollars to appropriate towards the crow abatement and consideration of approval of a Professional Services Agreement with Hawk on Hand, in the amount of \$53,600 to continue to provide Falconer services in Downtown Hanford and areas outside the Business Improvement District for Calendar Year 2025 services..

BACKGROUND:

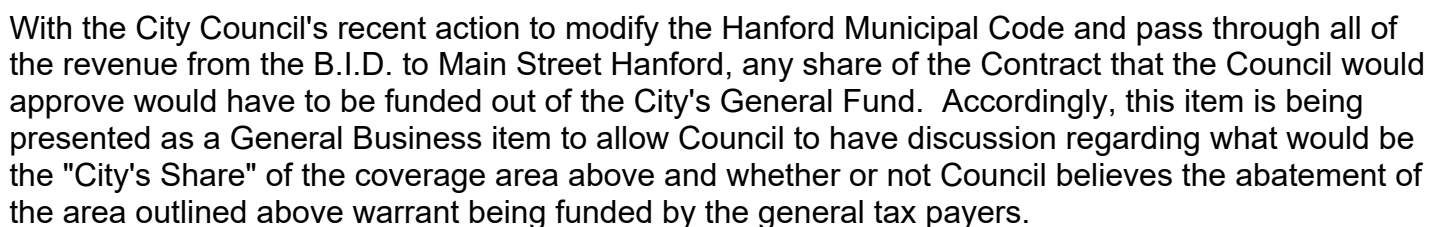
On February 18, 2025, the City Council discussed partnering with Main Street Hanford on the annual contract for falconer services in the downtown Business Improvement District. As a result of that discussion, Council voted to fully fund the falconer services out of the City's general fund for Calendar Year 2025. Since that time, Council has reconsidered the commitment of the General Fund portion and staff is bringing back the item for additional conversation.

Large concentrations of American crows gather to roost in downtown Hanford year-round, reaching the highest numbers in the fall and winter. They come from the surrounding agricultural areas and residential neighborhoods to begin assembling just before sunset. The birds eventually settle in to roost in street trees and on power lines, and during the course of the night, leave an unsightly and unhygienic mess on the sidewalks, benches, restaurant tables, lamp posts, parked vehicles, and everything else beneath them. Pressure washing can be cost-prohibitive and does not address the root of the problem. With the growth of the Thursday Night Market Place into the Civic Park and the hugely successful Winter Wonderland, the City now has two signature events in the downtown that span 9 months out of the year. Those events amplify the need to keep the crows from roosting in the downtown area.

Up until 2020, the approach to dealing with a growing Crow problem in the Downtown had been largely reactive. Through the efforts of the Main Street Hanford organization, they were able to work with the Falconer to dramatically reduce the crow population in downtown Hanford. Main Street Hanford continues to support the Crow Abatement and its members are very supportive of the service as well.

Past results have proven that a year-long program with the firm Integrated Avian Solutions would be

Orange shaded area represents the Main Street Hanford portion, and blue represents the City of Hanford portion, of the project area.



To be determined by Council's direction on this matter.

Page 204 of 251

1. Hawk on Hand Professional Services Agreement

AGREEMENT FOR SERVICES

This Agreement for Professional Services (“Agreement”) is made and entered into this 5th day of March, 2025, by and between the City of Hanford, a municipal corporation (“City”), and Hawk on Hand (“Consultant”).

RECITALS

A. Consultant represents to City that they are specially trained, experienced, licensed and competent to perform the services which will be required by this Agreement; and

B. Consultant represents to City that it possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render falconry services as set forth in this Agreement.

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

1. **Retention of Consultant.** Subject to the terms and conditions set forth herein, City retains Consultant to perform the services identified in this Agreement, as an independent contractor and Consultant hereby accepts this independent contractor appointment.

2. **Scope of Services and City Responsibilities.**

a. Consultant shall perform the services (“Services”) and the City shall have the responsibilities described on the attached Exhibit “A,” which is incorporated herein by reference. To the maximum extent possible, the terms of the body of this Agreement and Exhibit “A” shall be interpreted so they are consistent; however, if there is an direct and irreconcilable conflict between the text of this Agreement and Exhibit “A”, the former shall control.

b. Consultant shall correct any and all errors and/or omissions, which arise out of Consultant’s negligence or intentional misconduct, in the performance of the Services and any documents resulting therefrom even though City has accepted said Services or documents. Consultant shall make such corrections upon City’s request and at no cost or expense to City.

3. **Time of Performance.** Services shall be completed by the dates identified in the attached Exhibit “A.”

4. **Compensation.** Compensation to be paid to Consultant shall be in accordance with the attached Exhibit “A.” Payment by City under this Agreement shall not be deemed a waiver of errors, even if such errors were known to the City at the time of payment.

5. **Method of Payment.** Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the Services performed and the date the Services were performed the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than sixty (60) calendar days after the date of submittal of an invoice for completed tasks and approval of the invoice by City staff.

6. **Extra Work.** At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Services, but which are not included in Exhibit "A." Extra work will be performed on terms agreed upon by the parties. Consultant shall not perform, nor be compensated for Extra Work without written authorization from City.

7. **Termination.** This Agreement may be terminated by the City immediately and without notice for cause or by City without cause upon ten (10) days' written notice of termination to Consultant. Upon termination, Consultant shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, City may withhold compensation due Consultant in order to reimburse City for any losses, damages or expenses caused by Consultant's default under this Agreement.

8. **Ownership of Documents.** All plans, studies, documents and other writings and electronic disks containing drawings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

However, the City's use of completed documents for other projects and/or the use of uncompleted documents without the written authorization of Consultant will be at the City's sole risk. The City shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant from all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from any unauthorized reuse of, or changes to the Project Documents not performed by the Consultant.

9. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for City to use, modify, reuse or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data electronic or otherwise recorded on computer diskettes which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted non-exclusive and perpetual license for any Documents & Data the subcontractor prepared under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purpose intended by this Agreement shall be at City's

sole risk. The City shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant from all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from any unauthorized reuse of or changes to the Project Documents not performed by the Consultant.

10. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name, insignia, photographs, or the project for which Consultant's Services are rendered, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent by City. Notwithstanding the foregoing, the City acknowledges that the Consultant may want/need to include projects performed under this Agreement on proposals for similar work in the future. The City hereby grants permission to list any projects performed under this agreement for marketing purposes; provided however, Consultant will not make any representations regarding City's satisfaction with Consultant's work product unless Consultant receives a written statement or evaluation from City.

11. **Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's programs or guidelines currently in effect as identified and provided to Consultant by City.

12. **Insurance Requirements.**

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

i. **Workers Compensation Coverage.** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

ii. **Commercial General Liability (CGL) Coverage.** Insurance Services Office (ISO) Form CG 0001, including products and completed operations, property damage, bodily injury, and personal & advertising injury with a limit of no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, and a general aggregate limit of no less than FOUR MILLION AND NO/100 DOLLARS (\$4,000,000).

iii. Automobile Liability Coverage. ISO Form Number CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

iv. Professional Liability Coverage. Consultant will maintain Professional Liability coverage with limits no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence or claim, and TWO MILLION AND NO/100 DOLLARS (\$2,000,000) policy aggregate.

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

Consultant's insurance policies shall be "occurrence" policies and not "claims-made" coverage except for Professional Liability Coverage. "Claims-made" policies must satisfy the following requirements: (i) the retroactive date of coverage must be shown and must precede the effective date of the contract; (ii) coverage shall be maintained and evidence of coverage must be provided for at least five (5) years after completion of the contract work; and (iii) if coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date preceding the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, deductibles and self-insured retentions, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by any additional insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Consultant's primary and excess liability policies are exhausted.

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

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

i. City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations; products used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG

20 38 **and** CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to City and its officers, officials, employees or volunteers.

ii. For any claims related to this contract, Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City and/or its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall be non-contributory.

iii. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

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

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

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

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

14. **Independent Contractor Status.** It is understood and agreed that Consultant, in the performance of the Services to be performed pursuant to this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no retirement benefits or other benefits which accrue to City's employees and Consultant hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall create or

be construed as creating a partnership, joint venture or any other relationship between City and Consultant.

15. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

b. Consultant shall maintain all documents and records that demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City. Copies of such documents shall be provided to the City for inspection at the City offices.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in the City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Interest of Consultant. Consultant and its shareholders covenants and represents that they do not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's Services hereunder. Consultant further covenants and represents that in the performance of the Services hereunder, to the best of its knowledge no person having any such interest shall perform any Services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. FPPC Reg. Sec. 18700, et seq.

17. Professional Ability of Consultant. City has relied upon Consultant's representations regarding its training and professional ability to perform the Services hereunder as a

material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled personnel to perform all Services under this Agreement. The primary provider of the Services called for by this Agreement shall be Adam Baz who shall not be replaced without the written consent of the City. All work performed by Consultant under this Agreement shall be in accordance with the applicable professional standard of care and shall meet the local professional standard of quality ordinarily to be expected of competent persons in Consultant's field of expertise working in Kings County.

18. **Compliance with Laws.** Consultant shall use the proper standard of care in performing the Services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations in effect at the time the agreement is executed. In addition, if the request for proposal to provide professional services which are the subject of this Agreement cited any federal or state financial assistance involved in the project for which the Services are provided, the Consultant shall perform all services in accordance with all applicable federal and state laws, rates and regulations in effect at the time the agreement is executed.

19. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, and insurance which are legally required of Consultant to lawfully and competently perform the Services. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and insurance which are legally required of Consultant to lawfully and competently perform the Services. Consultant shall maintain a City of Hanford business license.

20. **Assignment and Subcontracting.** The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City, which will not be unreasonably withheld. Consultant shall not subcontract any portion of the Services to be performed under this Agreement without the express written consent of the City, which will not be unreasonably withheld. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall: (i) create any contractual relationship between City and subcontractor; (ii) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; (iii) or relieve Consultant of any of its obligations and responsibilities under this Agreement.

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

22. **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party

which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

23. **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

24. **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

25. **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California.

26. **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

27. **Mediation.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

28. **Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or result from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. **Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

30. **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, property addressed to the party to receive such notice at the

last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

Mario A. Cifuentes, II
City of Hanford
319 N. Douty
Hanford, CA 93230

Adam Baz, Owner
Hawk on Hand
2914 Amethyst St.
Los Angeles, CA 90032

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY

CITY OF HANFORD,
a Municipal Corporation

By: _____
MARIO A. CIFUENTEZ, II
City Manager

CONSULTANT

HAWK ON HAND

By: _____
ADAM BAZ
Owner

HAWK ON HAND

Falconry Services, Bird Control, Education
www.hawkonhand.com



BIRD ABATEMENT PROPOSAL

6 November 2023

PURCHASER
City of Hanford

PURCHASER'S REPRESENTATIVE
Mario Cifuentez (City Manager) – 559.585.2516

Hawk on Hand (Vendor), has successfully cleared roosting crows from an approximately 30-block area of downtown Hanford, CA for the past 4 winters. Due to the project's success we began providing year-round services over an expanded project area in 2021. Our work has provided an effective solution to the long-standing crow problem in Hanford, and virtually eliminated unsightly crow droppings in the core business district and historical downtown area. The need for a year-round crow abatement program in Hanford is evident and has been requested by several prominent businesses, including FAST Credit Union, Smart & Final, Aria Health Clinic, and Staples.

We propose continuing the year-round program in 2025 (January 1 – December 31). The project area (Page 4) includes the core of Hanford's BID and historic downtown.

Our proposed Schedule of Services is outlined on Page 2. Given the success of our program in recent years we suggest this same scheduling. Services for year-round work will be billed at \$400 per day and total program costs will not exceed \$53,600 for the entirety of 2025.

Thank you for the opportunity to present our proposal. We look forward to helping you keep your community clean again this year.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Baz", with a horizontal line extending to the right.

Adam Baz
Falconer / Owner
845.532.5401

SCHEDULE OF SERVICES

MONTH	TOTAL SHIFTS	RATE	COST
January	12	400	4,800
February	12	400	4,800
March	14	400	5,600
April	13	400	5,200
May	9	400	3,600
June	9	400	3,600
July	8	400	3,200
August	9	400	3,600
September	9	400	3,600
October	13	400	5,200
November	13	400	5,200
December	13	400	5,200
			\$53,600

TERMS & CONDITIONS

A. Vendor shall furnish the labor and falconry-trained raptors to assist in the abatement of roosting crows within the project area. Vendor is well experienced in bird abatement and possesses the relevant licenses and permit. All raptors used will be legally allowed for bird abatement.

B. Services will commence on January 1, 2025.

C. Services will include mobilization/demobilization to and from the project area, assessment and observation of pest birds, free flying of raptors, raptor feeding and maintenance, equipment maintenance, and tracking of wayward or lost raptors if required. Raptors are the primary method of bird abatement, but our falconers may use other tools such as noisemakers and visual deterrents (e.g., tree tappers, laser pointers, whistles, etc.).

D. Abatement activities will begin around sunset when crows are staging to roost. Shifts will end once crows have retreated from the project area. Some pre-dawn shifts may also be implemented if needed.

E. Vendor and Vendor's falconers are independent contractors and are not employees of Purchaser.

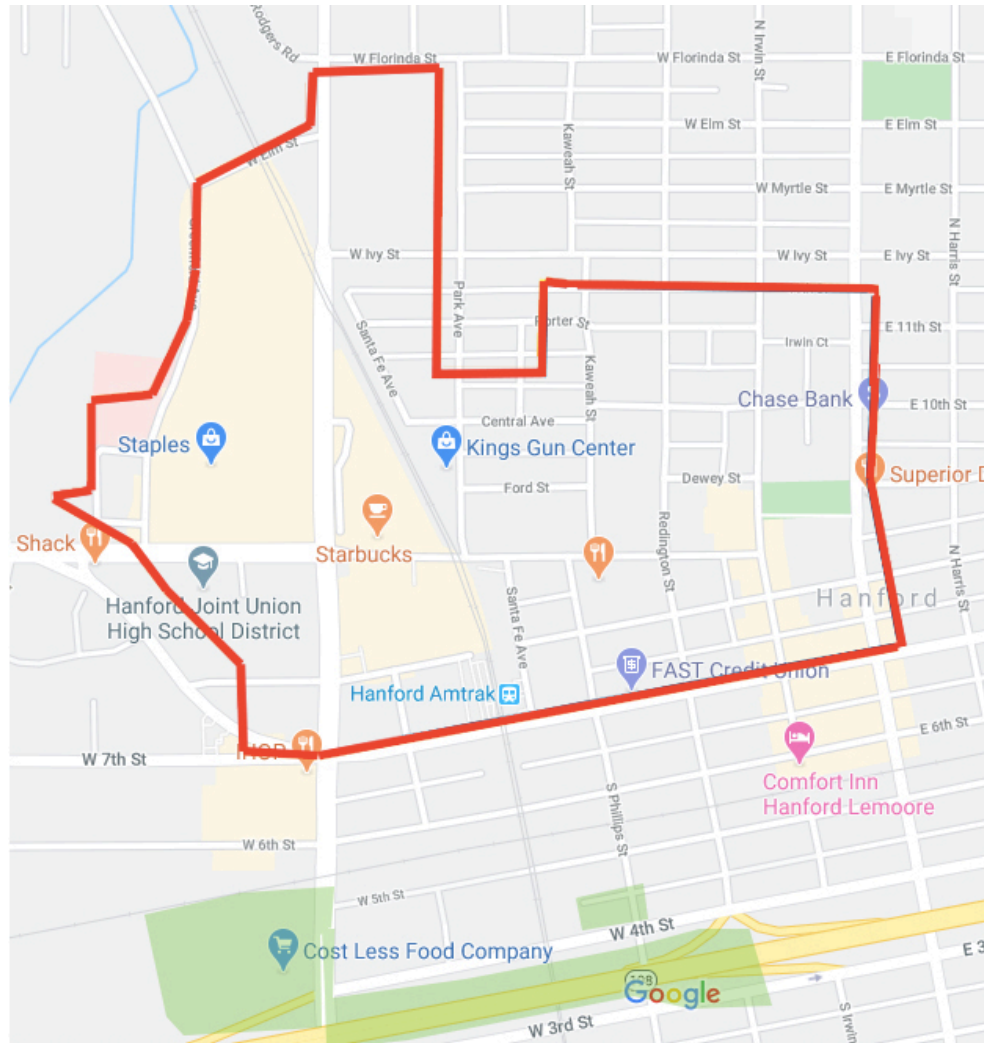
F. Purchaser shall assist Vendor in properly advertising the project and notifying relevant stakeholders (e.g., Police Department, City officials, local businesses, etc.) of the proposed activities.

G. Vendor shall submit monthly invoices to Purchaser. Payment terms are Net 15. Invoices remaining unpaid beyond thirty (30) days may be subject to service charge of 5% per annum.

H. This Proposal is confidential and contains proprietary information and intellectual property of Vendor. The rates, schedule, scope-of-work or other elements may not be disclosed to anyone outside this agreement without the express written permission of Vendor.



PROJECT AREA MAP



ABOUT THE COMPANY

Hawk On Hand is a network of talented falconers, experienced wildlife biologists, and passionate bird management professionals. We take a long and comprehensive view of every new opportunity and bring all our faculties and resources to bear with the singular goal of solving your bird problem. Our company is unique in that it is run and managed by falconers who also hold graduate degrees in wildlife biology. Thus, we offer a deep and unparalleled understanding of avian biology, which is invaluable for managing nuisance bird problems. Falconry is the foundation of our business and the most powerful bird management tool on the market. When everything else falls short, pest birds will not ignore the threat posed by a free-flying falcon or hawk. Our falconry programs are turn-key, natural, non-lethal, and sustainable.



Adam Baz (Owner & Lead Falconer) is a Master Falconer with 15 years of experience. He holds a Masters of Science in Avian Biology from Portland State University, and has conducted over 10 years of research focusing on human-wildlife conflicts, and the behavior of wildlife in urban settings. He delivers highly effective bird control programs throughout California and Oregon.



AGENDA STAFF REPORT

MEETING DATE: 4/1/2025

AGENDA SECTION: GENERAL BUSINESS

SUBJECT:

Presentation regarding the City of Hanford's Refuse Division's current budget challenges and potential need for a prop 218 rate study.

RECOMMENDATION:

Recommendation:

Receive a presentation on the challenges facing the City of Hanford Refuse Division and provide staff with direction concerning a potential rate study.

Recommended Motion:

That the City Council receive a presentation on the current challenges and fiscal stability of the Refuse fund and provide staff with direction concerning a prop 218 rate study.

BACKGROUND:

The City of Hanford conducted its most recent Refuse Rate Study in 2022. While that study identified key areas of needs for the Refuse Division and was successfully implemented, changing circumstances have created a potential need for an additional rate study. This would ensure the Refuse Division can continue to provide reliable service to the residents and businesses of Hanford, while also adapting to evolving state mandates, air quality regulations, fuel costs, equipment costs and tipping fees.

FISCAL IMPACT:

No fiscal impact at this time. According to the last fiscal year 2023/2024 audit, the Refuse fund was facing significant fiscal challenges. As of June 30, 2024, it had an unrestricted fund balance of approximately \$3.6 million and had an operating loss of approximately \$700k.

ATTACHMENTS:

1. Refuse Presentation



HANFORD

CALIFORNIA

Refuse Division Challenges

Rising KWRA Tipping Fees

2022 Solid Waste \$58 a ton/Recycling \$40 a ton

2023/24 Solid Waste \$65 a ton/Recycling \$55 a ton

That cost, per KWRA, is projected to increase is set to increase to \$70 a ton for solid waste and \$60 a ton for recycling

This increase will lead to a \$250,000 increase in tipping fees alone



Homeless and Illegal Dumping

Illegal dumping has become an issue within City limits

Estimated \$10,000 to \$15,000 in unbudgeted expenses to dispose of illegal dumps

The cleaning of illegal dumpsites takes time away from the driver's regular route, occasionally creating the need for overtime

Homeless routinely sort through commercial bins and leave the enclosures in a disarray

Staff must take time from the assigned route to clean City owned enclosures, several



State Mandates

Through AB341 and SB1383 the State of California mandates that each agency implements programs to reduce the amount of green waste and recyclable items that enter our landfills.

These mandates require that the City mandates, through municipal code, recycling and various other programs in an effort to achieve these goals, increasing the need for commercial food waste and recycling bins for all commercial accounts.

The State does not provide any additional funding for these programs, they must be supported by the rate payers.

The City of Hanford is one of the very few agencies in the Central Valley that currently meet these mandates.

SB 1383 Requirements	
2020	50 PERCENT REDUCTION IN LANDFILLED ORGANIC WASTE (11.5 Million Tons of Organic Waste Disposal Allowed)
2022	REGULATIONS TAKE EFFECT
2025	75 PERCENT REDUCTION IN LANDFILLED ORGANIC WASTE (5.7 Million Tons of Organic Waste Disposal Allowed)
2025	20 PERCENT OF CURRENTLY DISPOSED EDIBLE FOOD MUST BE RECOVERED FOR HUMAN CONSUMPTION



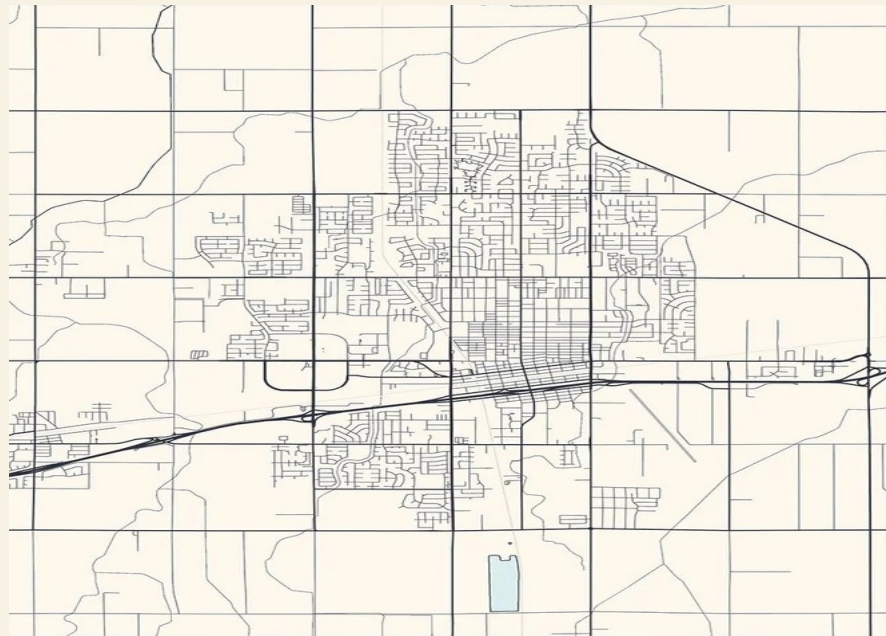
City Growth and Annexations

2000 the population of Hanford was recorded at 41,700 residents

2023 the population grew to 59,900 residents

The City has or will be annexing 13 County Islands and the responsibility to provide both residential and commercial services

Although growth is inevitable, it puts a strain on staff, equipment and budget



Aging Fleet and CARB Mandates

Although the Federal government has eliminated the requirement to transition to an electric fleet, California still has air board requirements.

Currently the City of Hanford meets all requirements, but moving forward we will be mandated to replace particular trucks that fall out of compliance

Currently the Refuse Fleet is made up of 25 trucks, front load, rear load and automated trucks.

Over half of the trucks currently have repair costs that range from \$98,369 to \$265,289

Projected cost of replacement for 14 trucks and 5 additional to account for growth, over the course of five years, is projected at \$9,520,000

Refuse currently has three trucks that are out of commission completely.



City Infrastructure

City is responsible for the maintenance of all commercial downtown enclosures

Homeless routinely sort through the bins and leave the locations in total disarray

Current enclosures make it difficult to safely fit the State mandated bins in each enclosure

Refuse staff is the largest staff in Public Works (30) but they do not have a dedicated meeting space or breakroom. The staff routinely conducts meetings, issues job assignments and takes breaks and lunches in the elements, both hot and cold.



Technological Advancements

State mandates require audits of both residential and commercial accounts. Currently the City's Recycling Co-Ordinator performs audits on residential accounts by an in person visual inspection.

Installing cameras would eliminate that need and support audits as drivers serviced each location

under-weight the City refuse trucks do not have in cab scales to assist in determining weight. Drivers must estimate the tonnage they have on board. This can lead to overloads and fines or inefficiency when a driver dumps an under-weight load.

There is now software developed that can assist in the routing of trucks and real time updates to the drivers for missed stops or special requests, increasing the over all efficiency of the division. Currently the driver is issued a work order the following day for missed stops.



AGENDA STAFF REPORT

MEETING DATE: 4/1/2025

AGENDA SECTION: GENERAL BUSINESS

SUBJECT:

Authorize the City Manager to execute the purchase of the Wastewater Treatment Facility (WTF) Solar Project's needed Electrical Switchgear from OneSource Distributors of Fresno, CA in the amount of \$130,528.85 and provide direction to Staff regarding expanding the WTF's operating capacity to 12MGD (Million Gallons per Day).

RECOMMENDATION:

Recommendation:

That the City Council:

1. Authorize the City Manager to execute the purchase of the Solar Project's electrical switchgear from OneSource Distributors in the amount of \$130,528.85;
2. Provide direction to Staff to proceed with the expansion of the Wastewater Treatment Plant to meet a 12MGD processing capacity;
3. Re-Authorize Staff to commence negotiations on a sole-source agreement with Engie Energy Services for the design and construction of a Solar Photovoltaic Project and Energy-Related Upgrades at the Wastewater Treatment Facility;
4. Direct Staff to provide notice to conduct a public hearing at a future date for purpose of establishing a finding; justifying a sole-source energy contract (as required under California Government Code Sections 4217.10. et seq.) and potential award of contract to Engie Services; and
5. Re-Authorize Staff to procure services with NHA Advisors, the City's Financial Consultant to determine the necessary and best debt issuance plan for the Solar Project in conjunction with the WWTF Upgrades; and
6. Authorize staff to procure services with Lechowicz & Tseng Municipal Consultants to begin a Wastewater Rate Study which would include all known updates along with the WWTP upgrades.

Recommended Motion:

I move to authorize the City Manager to purchase the Electrical Switchgear from OneSource Distributors of Fresno, CA in the amount of \$130,528.85 and direct staff to expand the WTF to a

12MGD capacity; Re-Authorize Staff to commence negotiations on a sole-source agreement with Engie Energy Services for the design and construction of a Solar Photovoltaic Project and Energy-Related Upgrades at the Wastewater Treatment Facility; Direct Staff to provide notice to conduct a public hearing at a future date for purpose of establishing a finding; justifying a sole-source energy contract; and Re-Authorize Staff to procure services with NHA Advisors, the City's Financial Consultant to determine the necessary and best debt issuance plan for the Solar Project in conjunction with the WWTF expansion; and procure services with Lechowicz & Tseng Municipal Consultants to begin a Wastewater Rate Study.

BACKGROUND:

SUMMARY:

The City of Hanford City Council previously authorized staff to advance purchase the Electrical Switchgear that will be needed at the proposed Solar Photovoltaic Project located at the City's Wastewater Treatment Facility. This item recommends procurement of the needed switchgear from OneSource Distributors of Fresno, CA in the amount of \$130,528.85.

Additionally, this item also includes a presentation on the plant's effluent growth trend and the recommended justification to expand the plant to a 12MGD (million Gallons a Day) operating capacity. As was previously discussed, Staff had been working with Engie Energy Services to develop a cost effective solution to upgrade the WTTF to meet an 8.0MGD (Million Gallons Per Day) wastewater operating capacity. In the process of acquiring the Headworks Screw Pump (Pump #3) and installing the Headworks Standby Emergency Pump, Staff reviewed wastewater flow data and have found that flows have increased significantly in the last two years.

Further, Staff coupled this data with private development growth projections, which suggests that increasing the plant's capacity to 12MGD may be not only a more cost effective alternative but also critical given the project's completion timeline in comparison to when the City may outgrow the 8.0MGD facility and inhibit further industrial growth .

Therefore, the subject of this report is to obtain City Council's direction to expand the plant capacity to 12MGD.

A copy of the October 10 2024 City Council Staff Report for your reference is included as an attachment in this report.

DISCUSSION:

As was last authorized by City Council at the October 1, 2024 meeting, Staff was to commence negotiations on a sole-source agreement with Engie Energy Services for the design and construction of a Solar Photovoltaic Project and Energy-Related Upgrades at the Wastewater Treatment Facility.

The proposed project included construction of a 845kW fixed solar photovoltaic facility and energy and operational upgrades to the WTTF. Upgrades include adding a new 4MGD Oxidation Ditch, Retrofit and Increase the handling capacity to the existing Oxidation Ditch (to meet a true 4.0 MGD processing capability), and to add a new 85-foot diameter Secondary Clarifier. The project also decommissioned the old Trickling Filter side of the plant, which consumes most of the electrical power provided to the Facility.

Engie submitted an estimated cost proposal of \$53,461,828 for a 8.0MGD Facility as follows:

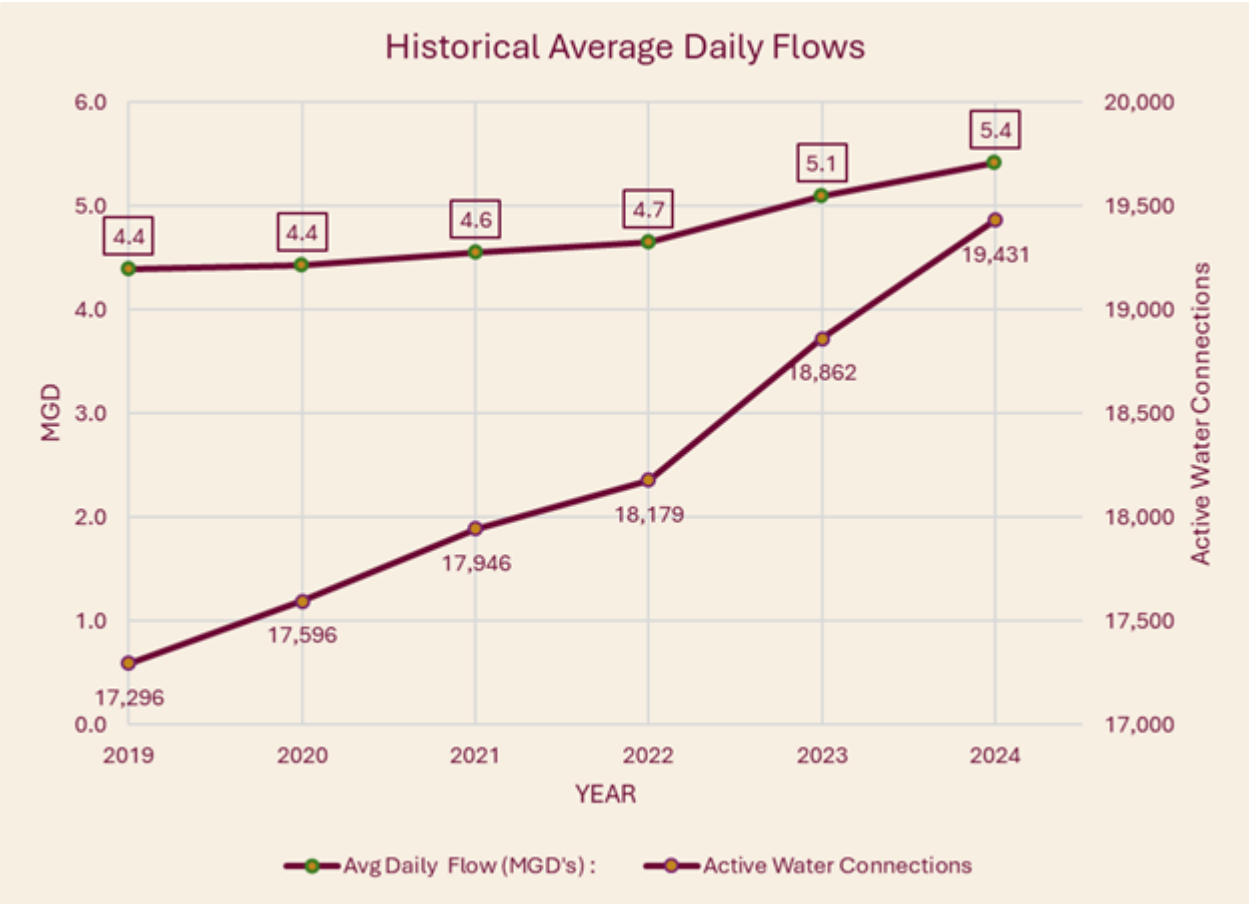
Solar:.....	\$4,195,000
WTTF:.....	\$49,266,828
<u>Project Sub-Total:</u>	<u>\$53,461,828</u>

Other costs still not included are Plan Check, Construction Management, and Inspection Services.

As was also previously stated, a preliminary financial analysis performed by NHA Advisors (City of Hanford’s Financial Consultant) pointed out that the current wastewater revenue model could support debt issuance for only the Solar part of the project. **However, a mid-cycle Prop 218 process is needed to fund the WTTF upgrade and expansion component.**

Waste Water Flows and Future Growth Needs:

Historical operating flow data shows a significant increase in wastewater flow over the last two years. This increase is due to development and underscored by the number of corresponding new water connections as shown in the graph below:

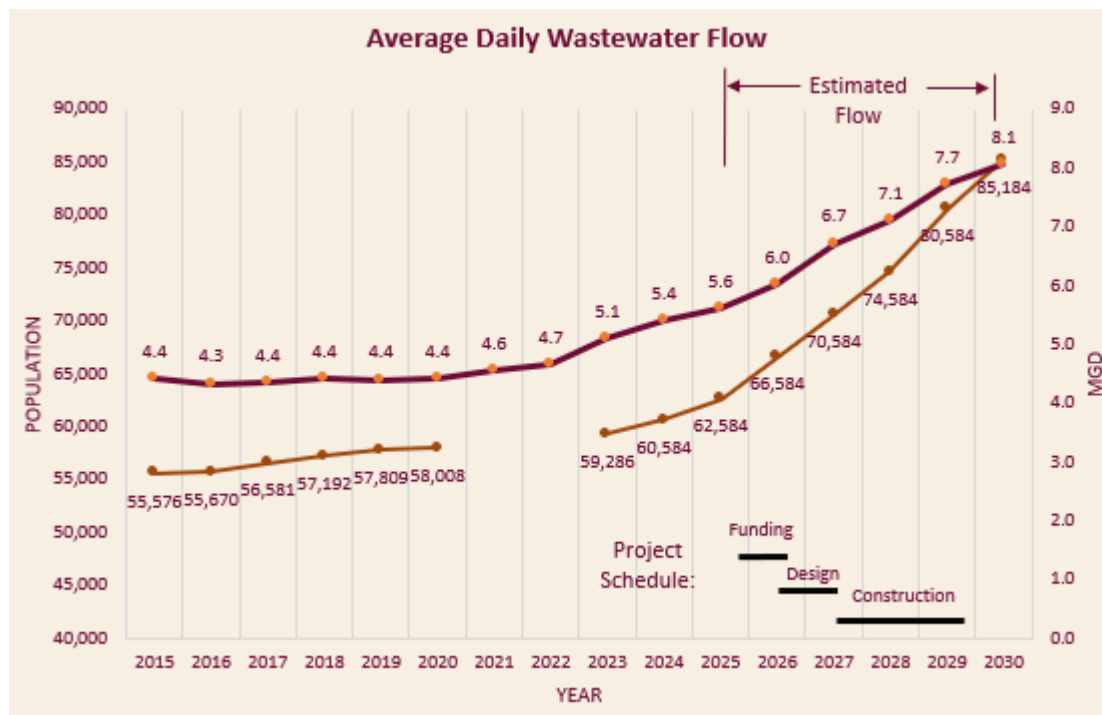


To determine future growth needs, staff acquired all known community development projects currently underway or submitted for tentative approval. From this information the number of Equivalent Dwelling Units was determined and a population growth established using a 2.9 persons per household (per CA Dept of Finance). Effluent discharge rates were calculated from population growth using 100-gallons per capita per day. These flow amounts were then allocated over a 5-year period depending on when these development projects were estimated to come online.

Based on projected population growth simply from oncoming development, data suggest that additional capacity should be considered now as a 8.0MGD plant will be obsolete once completed requiring the City to expand the plant again following completion.

The graph below shows how a 8.0MGD plant would be hitting its average flow and peak flow design limits upon completion; around 2029-2030.

(The current plant operations include using the older half of the facility (Trickling Filter), which Staff previously recommended it be decommissioned due to it exceeding its useful service life. The older plant processes 40% of the plant's total wastewater influent, which in and of itself is a concern).



Again, the estimated growth in wastewater flows for 2025 through 2030 is based on known development projects coming online over the next several years (2025 through 2029), which are a combination of active projects and tentative maps submitted. The City can expect a significant population upswing in the next five years simply based on the number of EDU's being generated from the projects moving through development (The General Plan estimates 90,000 population in year 2035). Note that these subdivisions are coming in more condensed and larger in the number of parcels per subdivision.

The growth trend was based on residential growth but the discharge rate per capita is close enough to also include current industrial and commercial discharge. Foregoing any of the tentative maps coming to fruition, there is still no room for any new industrial growth because of the current plant limitations. Additionally, Staff has not yet determined what the wastewater generation rates will be for development occurring around the East Lacey and High-Speed Rail Station area.

The City is required to report to the State Waterboard once the plant reaches its 85% operating limit, which based on the above graph is estimated in 2026 - 2027

Should the project be built to a 12MGD capacity it should comfortably provide a minimum five-to

eight-year room for normal growth (assuming a 0.4 MGD per year growth rate). This study should be re-visited when any high-discharge industrial user comes on board as well as when a growth number has been estimated as part of the East Lacey TOD/HSR development plan.

This information is being presented to City Council due to the sharp increases in Wastewater Influent being observed at the Facility and direction requested by Staff to expand the system out to 12MGD.

Lakeside Irrigation District (LID):

To save costs, Staff had removed tertiary treatment to meet recycled water re-use standards because there is no City benefit for additional treatment at this time. The City currently pays for LID to receive the facility’s effluent, which has restricted use for LID.

Including tertiary treatment would benefit LID through expanded use, therefore staff attended their Board Meeting to acquire LID’s interest in participating in the WTTF project as a revenue source. LID expressed interest so long that it is cost-effective. Therefore, the project cost estimate will include tertiary treatment as an option for the purposes of performing a financial analysis and determining LID’s cost share.

SwitchGear for Solar Power:

Staff issued a Request for Quotes for the required Electrical Switchgear for the Solar Project component. The City received the following two quotes that were found compliant to the project specifications as prepared by Engie Energy Services:

Vendor	Vendor’s Place of Business	Amount
OneSource Distributing	Fresno, CA	\$130,528.85
Wesco	Concord, CA	\$142,137.00

The Solar Energy Generating Facility’s plans and specifications were submitted, reviewed, and approved by Southern California Edison (SCE).

To maintain NEM 2.0 eligibility however, the Solar Facility needs to be constructed and operational by April 2026. Net Energy Metering 2.0 Program provides a monetary incentive that provides full credit for excess energy produced and stored on the grid. The newer NEM 3.0 reduced the credit to 25% of the rate of the time the energy was produced (75% loss). The inclusion of solar power is a critical and cost-effective method to hedge increasing energy costs. Engie successfully installed the previous phased Solar Energy System at the WTTF.

It is recommended that Council approve award of the contract due to the long lead time associated with the needed switchgear.

Project Timeline:

Staff estimates the project’s timeline as follows:

Contract Administration

Project Funding, Contract Approval, Prop 218..... 8- months

Solar

Design..... 3-months

Construction.....	9-months after design
Approximate Duration.....	12-months

WTTF

Design.....	12-months
Construction.....	24-months
Approximate Duration.....	36-months

Project completion is estimated for 2029.

FISCAL IMPACT:

Engie’s estimated project cost for a 8.0MGD Facility without solar is approximately \$50M. Engie’s previous all-in fee for a 12MGD facility including tertiary treatment was \$68M. The quotes will need to be revisited to agree on a final scope, cost increases, finance costs, and to also include other soft costs such as plan check review and construction support.

Based on a preliminary financial analysis performed by NHA Advisors, the City’s Financial Consultant, the current wastewater revenue model could support debt issuance for the Solar part of the project. However, a mid-cycle Prop 218 process will be needed to raise Wastewater Fees for the WTTF project. Wastewater Fees will be used to cover the portion of the project that is an improvement or replacement of the facility as it stands today. Wastewater Impact Fees are appropriate for the “growth or expansion” part of the project and therefore will be incorporated in the current Development Impact Fee Study. Staff will work with NHA and the City’s consultant used in the last rate study (Lechowicz & Tseng Municipal Consultants) to determine how to incorporate both project funds into the fee structure.

Staff will return with a more in-depth financial cost-benefit analysis pending authorization from City Council to move forward per the recommendations outlined above. The analysis will also include what a probable rate fee could look like.

Staff recommends that the City proceed with both projects combined as a single contract for reasons described above. Due to the depth and breadth of the proposed project(s), taking a pay-as-you go approach would dramatically extend the timeline necessary to complete these projects, would result in higher costs, and expend more staff and consultant time than a single contract.

Again, **the WTTF component of the project will be contingent upon successfully going through a 218 process and securing the necessary funds.**

Other than the procurement of the needed Electrical Switchgear there no other fiscal impacts at this time. Funding for the switchgear was previously appropriated.

ATTACHMENTS:

1. OneSource Distributors Quote
2. Projected Wastewater Flow Quantities
3. October 1, 2024 Solar Plant and WTTF City Council Staff Report

**Expiration Date: 03/23/25**

Quotation

TO:

CASH SALES BR209 FRESNO
ALL CASH SALES ARE FINAL!
NO RETURNS, NO EXCEPTIONS
FRESNO, CA 93727-6819

Project Info:

Project: City of Hanford WWTP
Job #: 69200
Bid Date: 02/21/25
Bid Time: 09:00 PM PST
Quoter: PHIL COLGLAZIER

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
------	----------	--------	-------------	--------------	------------	-----------

1 EATON CO Lot pricing per attached quote #LA480928X3K1

A. Seller assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).

B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.

C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customers proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.

D. Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.

E. Seller is not responsible for the design of the project or any goods supplied.

F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the

From:

BR209 ONESOURCE DISTRIBUTORS
PHONE 559-486-7070
698 N LAVERNE AVENUE
FRESNO, CA 93727-6819
Printed By: PHIL COLGLAZIER

Notes

All transactions are subject to and exclusively governed by our Term and Conditions of Sale, which are incorporated herein and available at: www.1sourcedist.com/terms. Additional or conflicting terms are rejected, void, and of no force or effect.



Project: City of Hanford WWTP

Expiration**03/23/25**

Quotation

Type	Quantity	Vendor	Description	LOT #	Unit Price	Ext Price
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imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.

G. Pre-shipment of anchor bolts is plus freight.

H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customers verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.

I. Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Sellers President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.

J. All orders are FCA Shipping Point, prepaid and billed, unless otherwise noted in quote.

K. Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.

L. This quotation and all related transactions are also subject to the applicable manufacturers published warranties, including all applicable disclaimers, exclusions, and limitations.

M. This quotation constitutes Sellers confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.

N. Unless otherwise expressly agreed in a separate writing signed by Sellers President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARS, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.

From:

BR209 ONESOURCE DISTRIBUTORS
PHONE 559-486-7070
698 N LAVERNE AVENUE
FRESNO, CA 93727-6819
Printed By: PHIL COLGLAZIER

Total**130,528.85****Notes**

All transactions are subject to and exclusively governed by our Term and Conditions of Sale, which are incorporated herein and available at: www.1sourcedist.com/terms. Additional or conflicting terms are rejected, void, and of no force or effect.



Powering Business Worldwide

Eaton Corporation
13039 Crossroads Pkwy South
City of Industry, CA 91746
Cell: (818) 914-9813

FOR THE PROJECT KNOWN AS:

Job Name: City of Hanford WWTP : LA480928X3K1

NEG#: LA480928X3K1

ALT# 0003-TKM-111224

DATE: 2/12/25

EQUIPMENT SUMMARY & SELLING POLICY

EATON Electrical is pleased to offer the following Scope of Work and Bill of Material for your consideration. The Bill of Material is in accordance with our interpretation of the Plans and Specifications. This offer is subject to your approval and is conditional upon your acceptance of the applicable EATON Electrical Selling Policy listed below.

Schedules are based on current factory scheduling. Lead times are subject to change at order entry due to market and plant conditions. Please contact your EATON Electrical sales engineer or distributor if different dates are required. Shipment Dates are based on returned Approval Drawings marked "RELEASED FOR MANUFACTURE". February 21, 2025

QTY	Equipment	Applicable EATON Selling Policy	Approval Drawings Submittal	Shipment After <u>Release</u> of Order
1	EQUIPMENT PER BOM	25-000	2-4 WEEKS	SWBDs 50+ wks Digital Meter 8- 10wks

Job is quoted:

- ☒ Per Plan Drawings and Spec Sections
Comments and special conditions as noted.
☐ Per Plans Only – No Specs
☐ Per Customer's Take Off – Verbal
☐ Per Customer's Take Off – Written
☐ Other:

Unless otherwise noted:

- ☐ No Addendum Included.
☐ Includes Addenda #

Respectfully,

Marlon Herrera

Sales Engineer
661-332-1159

PROJECT SPECIFIC COMMENTS & CLARIFICATIONS

- Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
- Specifications were not provided at the time of this quotation.
- This proposal does not address any Title 24 requirements that are not specifically shown in the plans and specifications
- Lighting Control Panel, Jockey Pump Controller, Fire Pump Service Meter Cabinet, Fire Pump Controller, are not included in quotation and to be provided by others.
- Per NEC 2017 section 240.67, is the responsibility of the engineer of record to verify that for all fuses rated 1200A or over, the fuse must clear in 0.07 seconds or less at the available arcing current. If the selected fuse will not clear in this time, fused switch will need to be replaced with a circuit breaker with ARMS in order to meet the code. This change may increase the cost and footprint of the equipment.
- Per NEC 2017 section 240.87, all breakers over 1200A, regardless of voltage, require a method to reduce the clearing time of the breaker. Eaton is using our ARMS technology on the required circuit breakers to meet the code.
- SPD's are required on all emergency equipment per NEC 2017 section 700.8. Eaton has quoted this project per the drawings and has included the listed SPDs. It is the responsibility of the engineer to identify which panelboard and switchboard require surge protection.
- Only the items listed in the equipment table above and detailed in the BoM are provided in this quote. Any changes to the above BoM may result in a price change.
- Included with this quotation is the data request sheet for short-circuit, coordination and arc flash studies. The information on the sheet is required to prepare the study. Only one request of data will be made. Any items requested that are left blank will be excluded from the analysis or applicable assumptions will be made where necessary.
- Delivery of equipment to any common carrier shall constitute delivery to the purchaser; all risk of loss and damage during shipment shall pass to the purchaser at that time.
- Freight is by common carrier – specific delivery windows cannot be guaranteed. Additional costs will be incurred for specific delivery windows or other forms of delivery including but not limited to flat bed and lift gate.
- Freight charges are prepaid and included in the price F.O.B. point of shipment to accessible common carrier point nearest first destination. Standard ground shipment.
- Manufacturer or Manufacturer's Representative is not response for the design or implementation of this job. It is the contractor's responsibility to verify all equipment dimensions, lug sizes, and utility requirements.

Option 1: If we know the project has domestic preference requirements.

Eaton has identified this project to have government domestic preference requirements. Based on the specific domestic preference clause that needs to be addressed, Eaton will provide information for the end user to deliver to the appropriate government entity that has oversight of this funded project upon receipt of an order.

Option 2: If we DO NOT know the project has domestic preference requirements.

If this project has domestic preference requirements, Eaton will work with you on defining the requirements per the Bill-of-Material that address the specific Federal Acquisition Regulation (i.e., FAR Clause). Based on the specific domestic preference clause that needs to be addressed, Eaton will provide information for the end user to deliver to the appropriate government entity that has oversight of this funded project upon receipt of an order.

All Lead-Times to be Reconfirmed Prior to Firm Order

See attached BOM.

Lot \$130,528.85

COMMENTS & SPECIAL CONDITIONS

1. Written quotations are valid for 30 days from its date unless otherwise stated.
2. Lead times are plus transit.
3. Eaton provides FOB Factory (or FOB Destination as adder); any additional logistics/staging/kitting should be coordinated through an authorized Eaton distributor.
4. The bill of material is based upon on our interpretation of any specifications, drawings, and/or other information provided. Any items or features not listed in the bill of material are not included.
5. Any modifications or additions to the bill of material will require a revised quotation and is subject to a change in price and lead times.
6. Items NOT included unless shown as a separate item within the bill of materials: safety switches, enclosed circuit breakers, starters, meter sockets, lighting contactors, fuses, spare parts, renewal parts, other miscellaneous equipment, factory testing, extended warranty, seismic calculations, selective coordination or ArcFlash analysis.
7. When the information is not indicated, it is assumed equipment enclosures are NEMA 1 indoor.
8. When the information is not indicated, it is assumed Panelboards are NEMA 1 indoor, flush mounted, 10kAIC (208V) and 14kAIC (480V).
9. Nameplates are NOT included for miscellaneous equipment such as safety switches, enclosed circuit breakers, starters, lighting contactors, etc.
10. Cable terminations use mechanical type lugs. Mechanical lugs will accept either copper or aluminum cables. Compression type lugs are available at an additional charge.
11. Proposed equipment is finished using EATON Electrical standard application process and colors.
12. Dry Type transformers (DOE 2016) supplied do NOT include primary or secondary terminal lugs. Dry type transformers are supplied with factory standard impedance and reactance levels unless shown otherwise.
13. Motor control centers overload heaters are included in MCC pricing. However, these heaters will NOT be shipped until a verified list of full load amps or the specific heater sizes have been submitted to Eaton Electrical in writing.
14. The Supply and Installation of Labels and Signage as required by the 2011 NEC/2010 CEC (i.e., See 110.24; 230.72(A); 312.8(3); 403.8(F)(2); 408.4) as "Field Installed" are the responsibility of the End User and are NOT included in this quotation.
15. SEISMIC QUALIFICATION: Eaton equipment is Seismic certified per IBC and CBC requirements where applicable. Eaton will supply "Seismic Qualified" certificates, mounting provision locations, center of gravity, weights, and installation recommendations. (These items can also be found at www.eaton.com/seismic) The CONTRACTOR will be responsible for all costs associated with the equipment anchorage details that are to be prepared and stamped by a licensed civil engineer in the State of California. Said drawings shall be coordinated with the Eaton supplied mounting provision locations, center of gravity, weights, and installation recommendations. Calculations of anchor lengths and other seismic calculations are to be PROVIDED BY OTHERS.
16. TITLE 24: Panels and switchboards - Eaton is not responsible for Title 24 design compliance unless Title 24 requirements are an integral part of the design. SPD and customer metering is only included where shown on single line or panel schedules.
17. NEC/CEC ARTICLE 240.87(B): Eaton will provide the arc reduction method where it is specifically called for on the plans and specifications for circuit breakers that are rated or can be adjusted to 1200A or higher. Where no method is detailed on the plans and specifications, Eaton will provide standard circuit breakers with the features defined in the plans and specifications and can provide the additional cost adder(s) for compliance with article 240.87(B) at a future date when the designers of the project select their choice of arc reduction method.

TERMS & CONDITIONS SUMMARY

1. **All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.**
2. Customer accepts Terms & Conditions of the EATON Corporation 25-000 Selling Policy when accepting this quotation and placing an order. Eaton 25-000 Selling Policy also contains payment, net and discount terms. **Customer's PO must state "Per EATON 25-000 Selling Policy."**
3. Applicable sales taxes are NOT included in the quoted price.
4. Delivery of this electrical equipment to any common carrier shall constitute delivery to the purchaser; and all risk of loss and damage during shipment shall pass to the purchaser at that time.
5. **Freight charges are included** in the price (Standard ground freight). **F.O.B. - Factory** to accessible common carrier point nearest first destination continental USA. **For F.O.B. Destination, add 2% to the above Quoted Amount.** (NOTE: F.O.B. - Destination is INCLUDED on all GSA purchases)
6. **WARRANTY:** Standard EATON Electrical warranty is applicable for (12) months from date of installation of the product or (18) months from date of shipment of the product, whichever occurs first.

Item No.	Qty	Product	Description
	1	Power Monitoring - Metering	PXMP
		Catalog No	PXM1000MB15-4B1AA
		Designation	PM-1 Meter
Catalog No	Qty	List of Materials	
PXM1000MB15-4B1AA	1	1-PXM1000(MB15),NEMA4X(480V)	

Item No.	Qty	Product	Description
	1	Switchboards	Pow-R-Line Xpert Switchboard, Front Access/ Front and Rear Align, Type 3R (nonwalk-in) Flat Roof, 480Y/277V 3-Phase 4-Wire, 1200 Tin Plated Aluminum, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA, Depth: 36 In, Density Rated Bus
		Catalog No	SUANDNWP2E1B3
		Designation	PVSWBD-3
Structure	1	1200 Amp AL Main Structure (Density Rated Bus) Compartment 1 - Surge Protective Device (SPD) SPD Series 120kA SPD, Standard w/ Surge Counter, w/ Fusible Disconnect Compartment 2 - Switch 1200A 3 Pole Bolted Pressure Switch, Class L fuse clips provided, (fuses provided by others) Mechanical (4) #4-500 kcmil	
Structure	2	1200 Amp AL Main Structure (Density Rated Bus) Vertical Isol. Barrier (Service Entrance) Horizontal Isol. Barrier (Service Entrance) Compartment 1 - Utility 1200A Utility Metering - PACIFIC GAS & ELECTRIC Utility Meter Socket Compartment 2 - Switch 1200A 3 Pole Bolted Pressure Switch, Class L fuse clips provided, (fuses provided by others)	

Structure

- 3 1200 Amp CU Distribution Structure (Density Rated Bus)**
Compartment 1 - Metering 1200 Amp CT's only (4) wired to shorting block
Compartment 2 - Blank Cover
Compartment 3 - Breaker 100A, 2P PDG22M Breaker [225A Frame]
Mechanical (1) #14-1/0
Thermal Mag Trip - Standard
Compartment 4 - Breaker 100A, 2P PDG22M Breaker [225A Frame]
Mechanical (1) #14-1/0
Thermal Mag Trip - Standard
Compartment 5 - Breaker 100A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #14-1/0
Thermal Mag Trip - Standard
Compartment 6 - Breaker 100A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #14-1/0
Thermal Mag Trip - Standard
Compartment 7 - Breaker 200A, 3P PDG33M Breaker [400A Frame]
Mechanical (1) 2/0-500 kcmil
Thermal Mag Trip - Standard
Compartment 8 - Breaker 3P PD3-P
Compartment 9 - Breaker 200A, 3P PDG33M Breaker [400A Frame]
Mechanical (1) 2/0-500 kcmil
Thermal Mag Trip - Standard
Compartment 10 - Breaker 200A, 3P PDG33M Breaker [400A Frame]
Mechanical (1) 2/0-500 kcmil
Thermal Mag Trip - Standard
Compartment 11 - Breaker 200A, 3P PDG33M Breaker [400A Frame]
Mechanical (1) 2/0-500 kcmil
Thermal Mag Trip - Standard
Compartment 12 - Breaker 200A, 3P PDG33M Breaker [400A Frame]
Mechanical (1) 2/0-500 kcmil
Thermal Mag Trip - Standard

Qty List of Materials

- 3 Type 3R (nonwalk-in) Flat Roof
- 1 Service Entrance Label
- 3 Heater Package - (CPT, heater, thermostat, fused disconnect)
- 1 1200 Amp AL Main Structure (Density Rated Bus)
- 1 Mechanical (4) #4-500 kcmil
- 1 Bottom Fed Switch
- 1 Pringle with arc fault and ground fault (AFGF) protection
- 1 Electric trip switch (Shunt Trip)
- 1 SPD Series 120kA SPD, Standard w/ Surge Counter, w/ Fusible Disconnect
- 1 Potential Transformer (each) QTY 3

Qty	List of Materials
1	Microgrid/Solar: Remove Line/Load labels on all overcurrent protective devices
3	Seismic Freestanding Label (IBC/CBC Seismic Qualified)
2	Install Viewing Window in VS#1 SW and #VS#2 SW
1	1200 Amp AL Main Structure (Density Rated Bus)
1	1200A Utility Metering - PACIFIC GAS & ELECTRIC
2	Utility Meter Socket
1	Vertical Isol. Barrier (Service Entrance)
1	Horizontal Isol. Barrier (Service Entrance)
1	1200 Amp CU Distribution Structure (Density Rated Bus)
5	Mechanical (1) 2/0-500 kcmil
4	Mechanical (1) #14-1/0
1	1200 Amp CT's only (4) wired to shorting block
1	Control Power transformer - 3kVA QTY 1
1	Increase CPT to 5kVA, 480V to 120/240V
1	Add Load-Center in the bucket on top of VS#3, with 50A Main, (4) 20A, 2-P
5	200A, 3P PDG33M Breaker [400A Frame], Trip 200 A, Thermal Mag, (1) 2/0-500 kcmil, Mechanical
2	100A, 3P PDG23M Breaker [225A Frame], Trip 100 A, Thermal Mag, (1) #14-1/0, Mechanical
2	100A, 2P PDG22M Breaker [225A Frame], Trip 100 A, Thermal Mag, (1) #14-1/0, Mechanical
1	3P PD3-P
1	1200A 3 Pole Bolted Pressure Switch, Class L fuse clips provided, (fuses provided by others), (4) #4-500 kcmil, Mechanical, Bottom
1	1200A 3 Pole Bolted Pressure Switch, Class L fuse clips provided, (fuses provided by others)

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Measured Flow Quantities							Projected Flows					
Years Ending:	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Avg Daily Flow (MGD's) :	4.4	4.4	4.6	4.7	5.1	5.4	5.6	6.0	6.7	7.1	7.7	8.1
Avg Daily Max Flow (MGD's):	4.6	4.6	4.8	4.8	5.5	6.1	5.9	6.3	7.0	7.5	8.1	8.5
% Increase from Year Prior:	-0.5%	0.7%	2.9%	2.1%	9.6%	6.2%	3.7%	7.1%	11.6%	6.0%	8.4%	4.7%
Population growth	57,809	58,008			59,286	60,584	62,584	66,584	70,584	74,584	80,584	85,184
% Increase in Population from year prior:	1.08%	0.34%			2.20%	2.19%	3.30%	6.39%	6.01%	5.67%	8.04%	5.71%
		Estimate*			Estimate*		Estimate**					



AGENDA STAFF REPORT

MEETING DATE: 10/1/2024

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Authorization for the advance purchase of Electrical Switchgear for the approximate cost of \$400,000 and Appropriation from the Wastewater Fund required for the proposed Solar Photovoltaic Project at the City's Wastewater Treatment Facility (WWTF) and Authorization to commence negotiations for a sole-source contract with Engie Energy Services U.S. to design and construct energy-related projects at the City's Wastewater Treatment Facility (WWTF) pursuant to California Government Code Section 4217

RECOMMENDATION:

Recommendation:

That the City Council:

1. Authorize the advance purchase of the Solar Project's electrical switchgear for the approximate cost of \$400,000;
2. Authorize the appropriation of \$400,000 from Wastewater Fund;
3. Authorize Staff to commence negotiations on a sole-source agreement with Engie Energy Services for the design and construction of a Solar Photovoltaic Project and Energy-Related Upgrades at the Wastewater Treatment Facility;
4. Direct Staff to provide notice to conduct a public hearing at a future date for purpose of establishing a finding; justifying a sole-source energy contract (as required under California Government Code Sections 4217.10. et seq.) and potential award of contract to Engie Services; and
5. Authorize Staff to procure services with NHA Advisors, the City's Financial Consultant to determine the necessary and best debt issuance plan for the Solar Project either as a standalone or in conjunction with the WWTF Upgrades.

Recommended Motion:

I move to authorize Staff to advance the procurement of the Electrical Switchgear needed for the proposed Solar Photovoltaic Facility at the WWTF; authorize the appropriation of funds in the amount of approximately \$400,000 (final appropriation based on obtained best quote); Authorize Staff to commence negotiations on a sole-source agreement with Engie Energy Services for the design and construction of a Solar Photovoltaic Project and Energy-Related Upgrades at the Wastewater Treatment Facility; Direct Staff to provide notice to conduct a public hearing at a future date for

purpose of establishing a finding; justifying a sole-source energy contract; and Authorize Staff to procure services with NHA Advisors, the City's Financial Consultant to determine the necessary and best debt issuance plan for the Solar Project either as a standalone or in conjunction with the WWTF Upgrades.

BACKGROUND:

Summary:

Staff recommends that City Council authorize staff to advance purchase the Electrical Switchgear that will be needed at the proposed Solar Photovoltaic Project located at the City's Wastewater Treatment Facility. Procurement of the Switchgear has been identified as the critical path of the Solar project's schedule. The Switchgear has an estimated delivery lead time anywhere from nine to twelve months (similar to the Youth Athletic Complex Concession Stand Building Project). Advance procurement is recommended to meet SCE's deadline requirement that the Solar Facility be completed and operational by April 2026.

Engie Energy Services, US:

Engie North America is a private energy company that works with clients to achieve energy efficiency and sustainability. Engie has also completed numerous energy-related projects throughout the Central Valley amounting to \$300M in energy projects including the Solar Facility currently in operation at the City's WWTF.

Public Works Staff have been working with Engie since 2022; reviewing various proposals to upgrade the WWTF and to incorporate solar as a way to offset project costs through energy savings. In January, 2024, Staff received a cost proposal that was well over the Wastewater Fund's budget (\$33.5 million). The budget took into account updated sewer fees based on the Wastewater Rate Study adopted in February 2024. That cost proposal was for a 12.0MGD expansion of the plant, tertiary treatment, and solar. This earlier proposal did not provide flexibility to add future capacity nor was it conducive to the previous plant expansion plans developed by Carollo Engineers in 2001. Though a fair amount of engineering had been performed, all of Engie's work to-date has been at their risk.

Recognizing that their WWTF proposal was significantly over budget, Engie submitted a proposal for solar as a standalone project. The Solar project is critical because of the monetary benefit as explained in more detail below.

Following receipt of the above proposals, Engineering Staff has been working with Engie to develop a cost-effective solution. It has resulted in a project that includes solar and phased WWTF project.

Solar Power:

In June 2024, City Council approved a NEM and Interconnection Agreement with SCE needed for the installation of a proposed City-owned Solar Energy Generating Facility at the City's WWTF. City Council also approved payment in the amount of \$336,962 to SCE for the design and construction of necessary SCE-owned Interconnection Facilities and Network Upgrades.

Because Engie, on behalf of the City, had submitted an Interconnection Application by the April 2023 deadline, it ensured the City's eligibility under NEMs 2.0. To maintain NEM 2.0 eligibility however, the Solar Facility needs to be constructed and operational by April 2026.

To help meet that deadline, Staff is requesting that Council authorize the advance purchase of the required Electrical Switchgear. The Switchgear has a delivery lead time of nine to twelve-months making it a critical path item in meeting the April 2026 deadline. Therefore, Staff recommends that City Council authorize the advance purchase. (Engie’s engineer is estimating approximately \$400K for the needed switchgear).

As mentioned at the June 4, 2024 City Council Meeting, it is advantageous to move forward with the solar project to take advantage of the monetary benefit available through NEM 2.0 program.

NEM 2.0 significantly enhances the financial benefit of installing solar and safeguards the City into the program for 20-years. Power generated will serve to hedge operating costs as energy rates continue to increase in the future. The WWTF's energy costs continue to increase on a yearly basis as noted in the following SCE billings:

2020:	\$367,157
2021:	\$371,302
2022:	\$398,314
2023:	\$555,290
2024:	\$302,454 (January '24 through June '24)

As shown, the inclusion of solar power is a critical and cost-effective method to hedge increasing energy costs. Engie successfully installed the previous phased Solar Energy System at the WWTF.

WWTF Upgrades:

The WWTF is comprised of two operating plants; the older Trickling Filter style plant constructed circa 1949 and a newer Oxidation Ditch style plant that went into operation as part of the 2004 Plant Expansion Project.

The older (75-year-old) plant has undergone numerous upgrades, is hydraulically "maxed-out", and is simply beyond its useful service life. The newer plant is witnessing signs of wear and in need of repairs and/or upgrades. Staff is anticipating \$2.7M in repairs and upgrades during the next two fiscal years for the newer plant alone, and \$5.8M in repairs to the old plant in the next five years

The overall plant is seeing increasing operating and maintenance costs due to energy inefficiencies, labor inefficiencies to operate both plants, and growing maintenance costs to keep outdated systems operational.

Notwithstanding the state of both plants, there is also a need to proactively plan to increase plant capacity to accommodate projected city growth. Incremental capacity requirements will be determined in the recently award Sewer Master Plan update.

California Government Code 4217:

Government Code Section 4217 authorizes local governments to enter into energy contracts on terms that are found to be “in the best interests” of the agency, “notwithstanding any other provision of law.” In essence, this law allows a city to single-source an energy contract so long as the anticipated cost for the energy project or efficiency services are less than the anticipated energy cost savings to be derived from those services. There must a public noticed hearing with the notice being provided at least two weeks in advance. There must be findings made on the record.

This code eliminates the necessity to separately contract for the design and construction phases of a project. In addition, it provides public agencies an exception from statutory competitive bidding requirements for public works energy services contracts related to renewable energy and energy conservation.

Project Proposal:

As previously mentioned, Staff has worked with Engie to develop a cost-effective and phased approach, which is aimed at bringing solar on board, to reduce operational costs, improve treatment effectiveness, and to eliminate pending maintenance-related capital costs (potentially throwaway costs).

The proposed project is comprised a 845kW fixed solar photovoltaic facility and both energy and operational upgrades to the WTTF. Upgrades include adding a new 4MGD Oxidation Ditch, Retrofit and Increase Capacity to the existing Oxidation Ditch, and a new 85-foot diameter Secondary Clarifier. The project will also decommission the old Trickling Filter side of the plant, which consumes most of the electrical power provided to the Facility.

A copy of Engie’s proposal is attached which provides an overview of the project’s scope of work.

The project’s duration is as follows:

<u>Solar</u>	
Design.....	3-months
Construction.....	9-months after design
Approximate Duration.....	12-months

<u>WTTF</u>	
Design.....	6-months
Construction.....	18-months for substantial completion
Approximate Duration.....	24-months

FISCAL IMPACT:

The required Electrical Switchgear is estimated to cost approximately \$400,000. Quotes will be acquired to obtain best pricing and a delivery date that accommodates the project schedule. Final cost could fluctuate up or down from the estimated cost. This is an unbudgeted cost, therefore Staff requests an appropriation to cover the cost based on the best obtained quote.

Engie’s proposal indicates a total combined estimated project cost of \$53,461,828. The project costs is broken down as follows:

Solar:.....	\$4,195,000
WTTF:.....	\$49,266,828

Based on a preliminary financial analysis performed by NHA Advisors, the City’s Financial Consultant, the current wastewater revenue model could support debt issuance for the Solar part of the project. However, a mid-cycle Prop 218 process will be needed or significant delay needed for the WTTF project.

Staff will return with a more in-depth financial cost-benefit analysis pending authorization from City Council to move forward per the recommendations outlined above.

Staff recommends that the City proceed with both projects combined as a single contract for reasons described above. Due to the depth and breadth of the proposed project(s), taking a pay-as-you approach would dramatically extend the timeline necessary to complete these projects, would result in higher costs, and expend more staff and consultant time than a single contract.

Again, the WTTF component of the project will be contingent upon successfully going through a 218 process and securing the necessary funds.

Other than the appropriation and procurement of the needed Electrical Switchgear there are no other fiscal impacts at this time.

Prop. 218

Prop 218 can be used mid-cycle to increase the sewer fees. The City will need to hold a noticed public hearing. The notice must be mailed to property owners of record at least 45 days prior to the hearing. The notice must contain the amount of the fee proposed, how it was calculated, the reason for the increase, and the details of the hearing. There cannot be a majority of written protests for the owners affected.

ATTACHMENTS:

None

Council Future Agenda Items				
Originated Date	Item	Originator	Staff Lead	Date Estimate
10/1/2024	Presentation to the City Council of a comprehensive needs analysis of the City's Historic Buildings and options for future uses and possible funding mechanisms	Council Direction	Various Staff	6/3/2025
12/3/2024	Presentation to the City Council regarding City resources used to address homelessness in the City of Hanford.	Council Direction	Various Staff	5/6/2025
12/17/2024	Presentation to the City Council on the collection and approved uses of past and future Park Impact Fees under the current Impact Fee Study adopted by Council in 2019.	Council Direction	Various Staff	5/6/2025
1/21/2025	Further discussion of future changes to Council Compensation as allowed under SB329.	City Manager	Mario Cifuentez	8/5/2025
2/28/2025	Presentation to City Council of recently approved 2025-2028 Council Goals and discussion of measurable objectives for the first goal.	City Manager	Mario Cifuentez	4/15/2025