



City Council Meeting Agenda

October 21, 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 STUDY SESSION AND CLOSED SESSION:

ROLL CALL BY THE CITY CLERK:

PUBLIC COMMENT:

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

STUDY SESSION:

- A. New Employee Introduction – Kaitlin Rowley, Associate Surveyor; Adrian Rubalcaba, Senior Engineer; and Stephan Haro, Senior Building Maintenance Technician
- B. Hanford Softball Complex - Annual Report, facility usage, and tournament fee structure with proposed new tournament fees and sport field lighting fee feedback
- C. Results of Civic Park Hardscaping Project Community Survey

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

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

Celis v. City of Hanford
Kings County Case No. 24CU0409

- B. CONFERENCE WITH LABOR NEGOTIATOR (GC 54957.6)

Agency designated representatives: Chris Tavarez and Destiny Borba
Employee Organization(s): SEIU

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC 54957)

Title: City Attorney

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Andrea Lott

FLAG SALUTE:

RECOGNITION:

- A. Badge Pinning Ceremony and Oath of Office for Officer Steven Sitter and Eric Magana

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. Administration: Approval of the City Hanford Full-time and Part-time Salary Schedule
- C. Human Resources: Approval of the Memorandum of Understanding (MOU) with the Service Employees International Union Local 521 (SEIU) with changes to wages, benefits, and other working conditions, effective July 1, 2025 through June 30, 2027.
- D. Public Works: Approval of the purchase of two (2) 2026 Ford F-250 trucks and related upfitting from Keller Ford of Hanford, CA in the total amount of \$120,000 fully funded by Measure H.
- E. Utilities and Engineering: Approval of the Notice of Completion for Tract No. 927 Unit, at the Northeast corner of 13 Ave and Grangeville Blvd., in the City of Hanford
- F. Utilities and Engineering: Approval of the Notice of Completion for Tract No. 928 Unit 4 Unit, at the Southeast corner of Fargo Ave and Centennial Dr., in the City of Hanford.
- G. Utilities and Engineering: Authorization for staff to record the final subdivision map for Lunaria Tract No. 938 Unit 1B, a 58-lot subdivision located at the southeast corner of Hanford-Armona Road and 10½ Avenue.
- H. Police: Adoption of Resolution No. 25-56-R to authorize the acceptance of an award of \$29,000 in grant funding from the Department of Alcohol Beverage Control (ABC) for

alcohol enforcement, amend the budget to recognize the grant, appropriate this amount in the General Fund for the Police Department, and authorize the Police Chief to execute the Agreement.

PUBLIC HEARING:

- A. Utilities and Engineering: Resolution No. 2025-57-R of the City Council of the City of Hanford Annexing Territory (Stonehaven Subdivision) to Community Facilities No. 2025-1 (Public Safety Services), as Annexation No. 1, Authorizing the Levy of a Special Tax Within the Annexed Territory, and Submitting Levy of a Special Tax to Qualified Electors Thereof; and

Resolution No. 2025-58-R of the City Council of the City of Hanford Declaring the Results of a Special Annexation Election in Territory Annexed to Community Facilities District No. 2025-1 (Public Safety Services), Determining the Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien for City of Hanford Community Facilities District No. 2025-1 (Public Safety Services) Annexation No. 1 (Stonehaven Subdivision).

- B. Utilities and Engineering: Resolution No. 2025-59-R of the City Council of the City of Hanford Annexing Territory (Stonehaven Subdivision) to Community Facilities No. 2025-2 (Public Maintenance Services), as Annexation No. 1, Authorizing the Levy of a Special Tax Within the Annexed Territory, and Submitting Levy of a Special Tax to Qualified Electors Thereof; and

Resolution No. 2025-60-R of the City Council of the City of Hanford Declaring the Results of a Special Annexation Election in Territory Annexed to Community Facilities District No. 2025-2 (Public Maintenance Services), Determining the Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien for City of Hanford Community Facilities District No. 2025-2 (Public Maintenance Services) Annexation No. 1 (Stonehaven Subdivision).

- C. Community Development: Public Hearing to receive comments on the proposed Zone Text Amendment No. 2025-13, a request to amend Table 17.08.030 Commercial, Office, and Industrial Use Table and 17.96.020 Land use definitions in order to allow Banks or Credit Unions in the C-N, C-R, MX-D, MX-C and MX-N Zones and Introduction of Ordinance 2025-10, approving the zone text amendment.

GENERAL BUSINESS:

- A. Administration: Consider approval of an updated City Attorney Legal Services Contract with Griswold, LaSalle, Cobb, Dowd & Gin, L.L.P. and the City of Hanford and authorize the Mayor to execute an updated agreement for a flat monthly fee of \$52,000
- B. Administration: Presentation and Discussion of future changes to Council Compensation as allowed under SB329

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).

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:

October 22: Open House Event for the East Lacey Project, 6:00 pm in City Hall Training Room 319 N. Douty St.

October 27: Trunk or Treat at Longfield Center 5:00 pm - 7:00 pm

October 29: Hanford Branch Library Renovation Groundbreaking Ceremony 10:00 am - 11:30 am 401 N. Douty Street

November 4: Regular City Council Meeting

November 18: Regular City Council Meeting

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available to public inspection in the City Clerk's Office located at 319 N. Douty Street, Hanford, California 93230, during normal business hours. Such agendas are also available at the city's website, www.cityofhanfordca.com subject to staff's ability to post the agenda before the meeting. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's office, 559-585-2515, 319 N. Douty Street, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II}



AGENDA STAFF REPORT

MEETING DATE: 10/21/2025

AGENDA SECTION: STUDY SESSION

SUBJECT:

Hanford Softball Complex - Annual Report, facility usage, and tournament fee structure with proposed new tournament fees and sport field lighting fee feedback

RECOMMENDATION:

Recommendation: Council adopts the proposed tournament fees at the Hanford Softball Complex and provide feedback to staff regarding the proposed sports field lighting fee.

Recommended Motion: I motion to adopt the proposed tournament fees at the Hanford Softball Complex.

Staff request Council provide feedback to staff regarding the proposed sports field lighting fee.

BACKGROUND:

In October 2023, the City Council directed staff to develop improved cost-recovery strategies regarding sports field usage. At this time, the Field Sports Advisory Committee (FSAC), was established and comprised of the board presidents of all field sports organizations. On July 1, 2024, the City Council adopted the field permit fee of \$2.50 per field, per hour.

Initially built in 1988, the Hanford Softball Complex is located adjacent to the Sierra Pacific High School campus between 13th Ave and Centennial Drive. The property is owned equally by three entities: the City of Hanford, the Hanford Joint Union High School District (HJUHS), and the College of the Sequoias (COS). It is also a joint-use facility shared by the City and HJUHS.

The facility consists of five softball fields and a centralized concession, restroom, and storage building located in the center of the complex. Facility use consists of the following:

- Hanford's adult softball league
- Hanford Youth Softball
- Sierra Pacific softball varsity and junior varsity teams
- Youth softball tournaments (during weekends)
- Youth baseball tournament (during weekends)
- Softball travel teams practice

Hanford Softball Complex Annual Facility Use

Activity	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May
Adult Softball											
Hanford Youth SB											
Sierra Pacific SB											
Youth SB Tourn.											
Travel Ball Teams											

Placer.ai Location Analytics Data (past 12 months):

Indicator	Data
Visits	177,800
Unique Visitors	34,100
Visit Frequency	5.2
Average Dwell Time	165 minutes
Trade Area	Madera to Bakersfield

Economic Impact of Youth Softball Tournaments

The economic impact equals the external dollars that enter the host community for a given event.
Formula to calculate economic impact:

For youth tournaments (3 people per group):

Overnight stays: \$206.47

Day Trippers: \$184.68

Calculation:

46 tournaments annually

Average of 20 teams per tournament

Total of 920 teams

Each team has 13 players on average

$920 \times 13 = 11,960$ total players

Of those 11,960, 2,392 (20%) are local

Of those 11,950, 6,578 (55%) are day trippers $\times 3$ people $= 19,734 \times \$84.69 = \$3,644,475$

Of those 11,950, 2,990 (25%) are over-nighters $\times 3$ people $= 8,970 \times \$206.69 = \$1,852,036$

The approximate economic impact of youth softball tournaments is \$5,496,511 annually.

As the City moves toward a ballot measure to increase the Transient Occupancy Tax (TOT) in November 2026. The impact sports tourism has on the local TOT should be considered. This supplemental funding would provide the level of service the Hanford sports community deserves.

FY 24/25 Financial Analysis

Revenue

Activity	Gross Amount
Concessions	\$194,470
Tournament Fees	\$37,536
Field Permit Fees	\$8,535
Adult SB League	\$61,275
TOTAL	\$301,816

Expense

Activity	Expense
Contractors*	\$151,711
Concessions**	\$98,597
Electricity	\$75,017
Water	\$3,069
Refuse	\$1,473
IT Services	\$2,076
TOTAL	\$331,943

*Includes field prep and umpires

**Includes product, equipment, and staff

91% Cost Recovery

Tournament Fee Analysis

Staff researched the comparable tournament fees of thirteen municipalities.

City	Field Name	Cost per field per day	Light fee per hour	Prep per field per day
Turlock	Pedretti Sports Complex	\$170	\$17	\$35
Madera	Sunrise Rotary Sports Complex	\$100	\$3.34	N/A
Tulare	Tulare Youth Softball Complex	\$120	\$17	N/A
Visalia	Riverway Sports Park	\$156	\$30	N/A
Templeton	Evers Sports Park	\$150	\$35	N/A
Coalinga	Coalinga Youth Sports Complex	\$250	\$20	\$120
Morro Bay	Lila Keiser Park	\$108	\$15	\$49
Simi Valley	Big Sky Fields	\$174	\$24	N/A
Downey	Discovery Sports Park	\$252	\$29	N/A
Modesto	Rainbow Sports Park	\$90	\$30	\$336
Lodi	Lodi Softball Complex	\$390	\$10	\$270
Sparks, NV	Golden Eagle Regional Park	\$90	\$15	N/A
Santa Maria	James Hagerman Softball Complex	\$96	\$18	N/A
AVERAGES		\$165.07	\$20.26	\$62.31
Hanford	Hanford Softball Complex	\$80	\$25	\$30
Proposed New Fees		\$130 (62.5% increase)	\$25 (No change)	\$58.00 (93.3% increase)

Changing Landscape

In July 2025, the City and HJUHS signed the Agreed-Upon Modification to the Seventh Amendment Between Tennant-in-Common for the Hanford Joint Education Center Real Property. This amendment states that Field 5 of the Hanford Softball Complex will be used solely by Sierra Pacific High School beginning on January 1, 2026. The City will be responsible for mowing and maintaining fields 1-4 (see attached 7th Amendment-2nd Modification).

To compensate for the loss of Field 5, HJUHS agreed to provide two/three softball fields at Hanford High School on 10th Avenue (see attached concept design). This will result in the two northern fields being managed and maintained by HJUHS, and the two/three southern fields being the responsibility of the City. Currently, one softball field is in good condition and will require minor maintenance. One existing baseball field will be converted to a softball field, and the third field will require complete construction (see attached 1st Modification to the 10th Avenue Fields Agreement). Staff will return to Council when a detailed scope of work and cost estimates are developed for these improvements.

A dividing fence will separate the two Hanford High fields from the City fields. Joint use of the restroom/concession building is also included. In addition, the future lighting of all fields is preferred and will require funding strategies. HJUHS D has agreed to share 50% of the cost of the new fencing and future lighting. The additional fields will provide space for local youth softball teams and allow the City to host larger tournaments in the future. One challenge of the Hanford High School field location is the lack of parking space, off 10th Avenue. The City and HJUHS D are exploring options to improve these current conditions.

The City is required to maintain these 2/3 new fields fully. Recently, the City purchased a new lawnmower and the ABI Z-Force 23 (laser level) field maintenance machine, which provides the equipment needed to provide safe, playable fields for the community.

Establishment of a light fee for all lighted sports fields

In July 2024, the City Council adopted the field permit fee of \$2.50 per field, per hour. At that time, no light fee was established (for non-tournament use). As indicated in the Tournament Fee Analysis above, the average cost per field, per hour, is \$20.26. We realize that this rate would be detrimental to the youth sports leagues. According to Musco Lighting, each LED lighted field requires 25 kW per hour. The current rate per kWh is 0.35, which equals \$8.75 per field per hour, paid by the City.

Staff recommends considering a light fee of \$5.00 per field per hour which could apply to all fields (softball and YAC). While this fee is considerably lower than what other agencies pay and is not full cost recovery, it provides a reasonable offset to the City's actual costs. As electrical costs continue to escalate, this fee could be adjusted annually in June when the Master Fee Schedule is adopted.

This new fee would apply to all youth sports groups that permit lighted fields. Light usage is accurately measured through the existing Musco light control systems at the YAC and the Hanford Softball Complex. It is also recommended that an annual Consumer Price Index (CPI) escalator be used to offset continued electricity rate increases, which could be adjusted during the annual adoption of the Master Fee Schedule.

FISCAL IMPACT:

The proposed tournament fee increase will generate an additional \$25,000-\$35,000 in annual revenue. The proposed lighting fee will generate an extra \$7,000-\$9,000 annually. These are General Fund revenues, and would be used to offset field maintenance and future field improvements.

Potential future capital improvement costs:

~\$1 million+ - Bob Hill Lighting

~\$1 million+- - 10th Avenue field construction and lighting

ATTACHMENTS:

1. Joint-Use Agreement for the Hanford Softball Complex
2. HANFORD HIGH SCHOOL & CITY OF HANFORD SOFTBALL FIELDS SHARD USE CONCEPT
3. Joint Use Agreement for the 10th Ave Softball Fields

**Second Agreed Upon Modifications to the Seventh Amendment to Agreement
Between Tenants-In-Common for the Hanford Joint Educational Center Real
Property Between
Hanford Joint Union High School District (District)
And
City of Hanford (City)**

Joint-Use Agreement for the Hanford Softball Complex

The purpose of this modification dated July 21, 2025 and effective January 1, 2026, is to clarify the scheduling, maintenance and use of the Hanford Softball Complex.

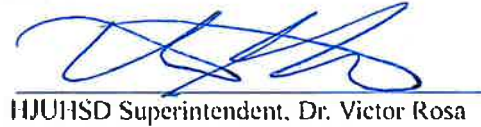
1. Field 5 will be used solely by Sierra Pacific High School all year long. (24/365).
2. Sierra Pacific will have the use of Field 1 from the second week of November through the second week of May each year as determined by CIF season of sport. HJUHS D will have full use Monday-Friday, 24 hours a day for SP practices and games.
3. Fields 2, 3 and 4 will be used solely by the City of Hanford all year long. (24/365).
4. In the event Sierra Pacific High School or Hanford Joint Union High School District desire to use Field 1 (during SP off season) and/or 2, 3 or 4, they will complete and submit a Field Permit Request Form to the City of Hanford Sports Coordinator. The sports Coordinator will promptly review the request and if use is authorized, issue a field permit for the specified dates, time, and field.
5. In the event the City of Hanford desires to use Field 1 (during the SP season of use) and/or Field 5, they will complete and submit an online Facility Use Request form to the Hanford Joint Union High School District. The Director of Facilities will promptly review the request and if use is authorized, issue an approved permit for the specified dates, time, and field.
6. There will be no facility-use charge for the City of Hanford, or HJUHS D described in 4 and 5 above.
7. Hanford Joint Union High School District will be responsible for maintaining Field 1 (during SP season of use) and Field 5 (24/365), including mowing, edging, fertilizing, aerating, etc. HJUHS D will also Rye fields if usage schedule allows Rye seeding to be effective.
8. Parking lot cleaning will be the responsibility of the City of Hanford.
9. Field Maintenance: Select one option below:
 - ☐ HJUHS D will hire an additional grounds employee to assist the City of Hanford with maintenance of their fields. The City of Hanford will reimburse HJUHS D 90% of the wages, statutory and fringe benefits afforded by said employee. (This position will maintain the five Sierra Pacific/City of Hanford Complex fields identified above as well as the two City of Hanford, 10th Avenue fields being refurbished for use by the City of Hanford and HJUHS D). *This option only is available if also selected for the 10th Avenue Fields.*

- ☒ City of Hanford will be responsible for maintaining Fields 1 (during SP off season) and 2, 3 and 4 (24/365) including mowing, edging, fertilizing, aerating, etc. at their sole expense.

10. All major repairs affecting the entire complex (i.e. irrigation and light system failures) will be shared by 60% City and 40% HJUHS.
11. Regarding utilities, the City of Hanford shall have sole financial responsibility for electrical, sewer, and water for the Complex Concessions Stand which is not used by Sierra Pacific High School. This is currently being billed in full to HJUHS on meter number 09105766-00.
12. City of Hanford will reimburse HJUHS for 60% of irrigation costs billed to HJUHS by the City of Hanford per meter number 09105800-00 for Hanford Softball Complex irrigation.
13. HJUHS will bill the City of Hanford annually by June 30th for all aspects of this agreement.
14. This agreement will renew annually unless either agency gives twelve months written notice of the termination.

Both parties agree to the above modifications in good faith.


City Manager, Mario Cifuentes

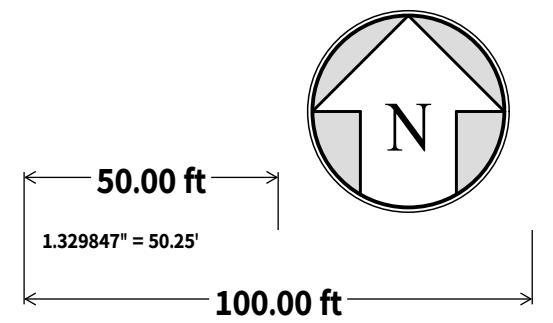

HJUHS Superintendent, Dr. Victor Rosa

HANFORD HIGH SCHOOL & CITY OF HANFORD SOFTBALL FIELDS SHARD USE CONCEPT



6' TALL CHAINLINK FENCE (NEW)

EXISTING PROPERTY FENCE





**First Agreed Upon Modifications to the Agreement Between
Hanford Joint Union High School District (District) And
City of Hanford (City)
Joint-Use Agreement for the 10th Avenue Softball Fields**

The purpose of this modification dated **July 1, 2025**, is to clarify the construction, scheduling, maintenance and use of the 10th Avenue Softball Fields.

1. District will renovate, at their expense, the Northwest field on 10th Avenue for use by Hanford High Junior Varsity Softball.
2. City of Hanford will construct, at their expense, a softball field in the Southwest section of the 10th Avenue Fields adjacent to the Southeast field.
3. Fencing that will secure the two areas (North and South) and field lighting will be shared between the agencies evenly.
4. The two Northern fields will be used solely by Hanford High School all year long. (24/365).
5. The two Southern fields will be used solely by the City of Hanford all year long. (24/365).
6. In the event Hanford High School or Hanford Joint Union High School District (HJUHSD) desire to use the Southern fields, they will complete and submit a Field Permit Request Form to the City of Hanford Sports Coordinator. The sports Coordinator will promptly review the request and if use is authorized, issue a field permit for the specified dates, time, and field.
7. In the event the City of Hanford desires to use the Northern fields, they will complete and submit an online Facility Use Request form to the HJUHSD. The Director of Facilities will promptly review the request and if use is authorized, issue an approved permit for the specified dates, time, and field.
8. There will be no facility-use charge for the City of Hanford, or HJUHSD described in 4 and 5 above.
9. HJUHSD will be responsible for maintaining the Northern Fields (24/365), including mowing, fertilizing, aerating, etc.
10. Field Maintenance: Select one option below:
 - ☐ HJUHSD will hire an additional grounds employee to assist the City of Hanford with maintenance of their fields at the Hanford Softball Complex and the 10th Avenue Softball Fields. The City of Hanford will reimburse HJUHSD 90% of the wages, statutory and fringe benefits afforded by said employee. *This option only is available if also selected for the Softball Complex on Centennial.*

- ☒ City of Hanford will be responsible for maintaining the Southern Fields (24/365), including mowing, edging, aerating, etc. At their sole expense.

11. All major repairs affecting the entire complex (i.e. irrigation and light system failures) will be shared 50% City and 50% HJUUSD.
12. City of Hanford will reimburse HJUUSD for 50% of irrigation costs billed to HJUUSD by the City of Hanford per meter numbers: 11507220-01, 11507230-01 and 11507240-01.
13. HJUUSD will bill the City of Hanford annually by June 30th for all aspects of this agreement.
14. This agreement will renew annually unless either agency gives twelve months written notice of the termination.

Both parties agree to the above modifications in good faith.



City Manager, Mario Cifuentes



HJUUSD Superintendent, Dr. Victor Rosa



AGENDA STAFF REPORT

MEETING DATE: 10/21/2025

AGENDA SECTION: STUDY SESSION

SUBJECT:

Results of Civic Park Hardscaping Project Community Survey

RECOMMENDATION:

Recommendation: Council receive results of community survey and provide direction on whether to proceed with Civic Park Hardscaping Project.

Recommended Motion: Provide direction to staff on whether to proceed with hardscaping project.

BACKGROUND:

At the September 16 City Council meeting, City staff introduced the Civic Park Hardscaping Project to Council members and asked for their input on the project's feasibility, potential costs, and a proposed timeline and community engagement plan. Before deciding on the project's future, Council directed staff to survey the community to see what they thought of the project.

The SurveyMonkey survey was open for approximately one week, and a total of 543 individuals responded.

Question 1 (required) asked, "Would you like to see this space hardscaped (concrete, stamped concrete, pavers, lithocrete)? Or should it stay the same (grass)?"

309 (57%) individuals answered "Keep it the same! (grass)" and 234 (43%) answered "Hardscape it! (concrete, stamped concrete, pavers, lithocrete)."

The survey then concluded for individuals who answered "Keep it the same." The survey continued to Question 2 for individuals who answered "Hardscape it!"

Question 2 (optional) asked, "What type of material should be used for the new surface?"

A total of 208 individuals responded to this question. Of those, 59 individuals chose the image depicting examples of pavers, 54 chose the image depicting examples of stamped/stained concrete, 53 chose the image depicting examples of lithocrete, and 42 chose an AI-generated image depicting regular concrete.

Question 3 (optional) stated, "Please rank the following design concepts (or themes) that could be used for the new surface."

A total of 212 individuals responded to this question. SurveyMonkey gave each concept a score based on respondent rankings. From highest to lowest, they are:

- Downtown Hanford architecture imagery 5.14 score
- Agriculture imagery 4.93 score
- Railroad/train imagery: 4.28 score
- Hanford immigrant history imagery 3.97 score
- Fire imagery (fire has shaped downtown Hanford throughout the years) 3.67 score
- Central Grammar School imagery (occupied site before Civic Auditorium) 3.20 score
- Tachi Yokut Tribe imagery 2.81 score

Question 4 (optional) stated, "What other design concepts should be considered?"

A total of 54 individuals responded to this question. The responses ranged, but some include:

- Memorial bricks and Hanford celebrities
- Military appreciation/first responders
- Van Gough's Starry Night

City staff also received one handwritten letter from a Hanford resident. It reads, "I would like to see the Civic Park hardscaped. My husband is wheelchair bound. It's difficult to wheel him around the park, when the grass area is not level. If the park was hardscaped then he can wheel himself independently."

Taking last month's staff presentation and the community survey results into consideration, Council should provide direction to staff on whether to proceed with the hardscaping project. Other projects could also be developed to be paid for with net revenues from the Winter Wonderland event.

As stated during the September 16th Council meeting, the projected net revenue from the Winter Wonderland event will be reinvested into Civic Park. Examples of projects include the renovation of electrical infrastructure, improved lighting, and turf management.

FISCAL IMPACT:

Financial impact depends on the direction of Council. Options to Hardscape range from approximately \$400,000-\$800,000. Ongoing replacement of turf will be approximately \$8,000 annually.

ATTACHMENTS:

None



AGENDA STAFF REPORT

MEETING DATE: 10/21/2025

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Administration: Approval of the City Hanford Full-time and Part-time Salary Schedule

RECOMMENDATION:

Recommendation:

That the City Council, by motion, approve the attached salary schedules to restate full-time employee salary ranges currently in place. The attached salary schedule also reflects part-time (hourly) employees.

Recommended Motion:

I move to approve the attached salary schedules and authorize administration to amend all other documents as may be necessary to implement the update

BACKGROUND:

Pursuant to the California Code of Regulations (CCR) 570.5, the California Public Employees' Retirement System (CalPERS) requires that a publicly available pay schedule be used to determine pay rates. Additionally, pay rates shall be limited to the amount listed on a pay schedule and must meet all of the following eight requirements:

1. Be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws
2. Identify the position title for every employee position
3. Show the pay rate as a single amount or multiple amounts within a range for each identified position
4. Indicate the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually
5. Be posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's website
6. Indicate an effective date and date of any revisions
7. Is retained by the employer and available for public inspection for not less than five years
8. Does not reference another document in lieu of disclosing the pay rate

Staff intends to continue to obtain City Council approval on a frequent basis to satisfy the requirements set forth by the California Code of Regulations (CCR) 570.5.

FISCAL IMPACT:

No changes have been made to the part-time salary schedule as the beginning rates exceed the minimum wage rate established for 2026. The full-time salary rates which also includes recent bargaining group increases that were approved by City Council have been incorporated in the City's budget.

ATTACHMENTS:

1. SEIU Salary Schedule

BARGAINING UNIT	JOB TITLE	OVERTIME	FLSA	SALARY	MONTHLY SALARY					HOURLY SALARY				
		DESIGNATION	DESIGNATION	RANGE	1/MIN	2	3	4	5/MAX	1/MIN	2	3	4	5/MAX
SEIU	Office Assistant I	3	40	44	\$3,267	\$3,431	\$3,602	\$3,782	\$3,971	18.85	19.79	20.78	21.82	22.91
SEIU	Custodian	3	40	51	\$3,503	\$3,678	\$3,862	\$4,055	\$4,258	20.21	21.22	22.28	23.39	24.56
SEIU	Office Assistant II	3	40	54	\$3,609	\$3,790	\$3,979	\$4,178	\$4,387	20.82	21.86	22.96	24.10	25.31
SEIU	Parking Control Officer	3	40	54	\$3,609	\$3,790	\$3,979	\$4,178	\$4,387	20.82	21.86	22.96	24.10	25.31
SEIU	Community Enhancement Officer	3	40	61	\$3,869	\$4,063	\$4,266	\$4,479	\$4,703	22.32	23.44	24.61	25.84	27.13
SEIU	Parks Maintenance Worker I	3	40	61	\$3,869	\$4,063	\$4,266	\$4,479	\$4,703	22.32	23.44	24.61	25.84	27.13
SEIU	Senior Custodian	3	40	61	\$3,869	\$4,063	\$4,266	\$4,479	\$4,703	22.32	23.44	24.61	25.84	27.13
SEIU	Sewer Collections Maintenance Worker I	3	40	61	\$3,869	\$4,063	\$4,266	\$4,479	\$4,703	22.32	23.44	24.61	25.84	27.13
SEIU	Storm Maintenance Worker I	3	40	61	\$3,869	\$4,063	\$4,266	\$4,479	\$4,703	22.32	23.44	24.61	25.84	27.13
SEIU	Streets Maintenance Worker I	3	40	61	\$3,869	\$4,063	\$4,266	\$4,479	\$4,703	22.32	23.44	24.61	25.84	27.13
SEIU	Police Records Assistant	3	40	62	\$3,908	\$4,104	\$4,309	\$4,524	\$4,750	22.55	23.67	24.86	26.10	27.41
SEIU	Accounting Clerk	3	40	63	\$3,947	\$4,145	\$4,352	\$4,569	\$4,798	22.77	23.91	25.11	26.36	27.68
SEIU	Community Services Officer	3	40	64	\$3,987	\$4,186	\$4,395	\$4,615	\$4,846	23.00	24.15	25.36	26.63	27.96
SEIU	Development Services Assistant	3	40	64	\$3,987	\$4,186	\$4,395	\$4,615	\$4,846	23.00	24.15	25.36	26.63	27.96
SEIU	Meter Reader	3	40	64	\$3,987	\$4,186	\$4,395	\$4,615	\$4,846	23.00	24.15	25.36	26.63	27.96
SEIU	WWTP/OIT	3	40	64	\$3,987	\$4,186	\$4,395	\$4,615	\$4,846	23.00	24.15	25.36	26.63	27.96
SEIU	Facilities Maintenance Technician I	3	40	66	\$4,067	\$4,270	\$4,484	\$4,708	\$4,943	23.46	24.64	25.87	27.16	28.52
SEIU	Animal Control Officer	3	40	69	\$4,190	\$4,400	\$4,620	\$4,850	\$5,093	24.17	25.38	26.65	27.98	29.38
SEIU	Property and Evidence Technician	3	40	69	\$4,190	\$4,400	\$4,620	\$4,850	\$5,093	24.17	25.38	26.65	27.98	29.38
SEIU	Refuse Collector	3	40	70	\$4,232	\$4,444	\$4,666	\$4,899	\$5,144	24.42	25.64	26.92	28.26	29.68
SEIU	Parks Maintenance Worker II	3	40	71	\$4,274	\$4,488	\$4,712	\$4,948	\$5,195	24.66	25.89	27.19	28.55	29.97
SEIU	Sewer Collections Maintenance Worker II	3	40	71	\$4,274	\$4,488	\$4,712	\$4,948	\$5,195	24.66	25.89	27.19	28.55	29.97
SEIU	Storm Maintenance Worker II	3	40	71	\$4,274	\$4,488	\$4,712	\$4,948	\$5,195	24.66	25.89	27.19	28.55	29.97
SEIU	Streets Maintenance Worker II	3	40	71	\$4,274	\$4,488	\$4,712	\$4,948	\$5,195	24.66	25.89	27.19	28.55	29.97
SEIU	Water Operator I	3	40	71	\$4,274	\$4,488	\$4,712	\$4,948	\$5,195	24.66	25.89	27.19	28.55	29.97
SEIU	Fleet Mechanic I	3	40	72	\$4,317	\$4,533	\$4,759	\$4,997	\$5,247	24.91	26.15	27.46	28.83	30.27
SEIU	Senior Police Records Assistant	3	40	72	\$4,317	\$4,533	\$4,759	\$4,997	\$5,247	24.91	26.15	27.46	28.83	30.27
SEIU	Administrative Assistant	3	40	73	\$4,360	\$4,578	\$4,807	\$5,047	\$5,300	25.15	26.41	27.73	29.12	30.58

SEIU	Senior Meter Reader	3	40	74	\$4,404	\$4,624	\$4,855	\$5,098	\$5,353	25.41	26.68	28.01	29.41	30.88	Y-rated
SEIU	Facilities Maintenance Technician II	3	40	76	\$4,492	\$4,717	\$4,953	\$5,200	\$5,460	25.92	27.21	28.57	30.00	31.50	
SEIU	Heavy Equipment Operator	3	40	76	\$4,492	\$4,717	\$4,953	\$5,200	\$5,460	25.92	27.21	28.57	30.00	31.50	
SEIU	Refuse Service Worker	3	40	76	\$4,492	\$4,717	\$4,953	\$5,200	\$5,460	25.92	27.21	28.57	30.00	31.50	
SEIU	Shop and Parts Specialist	3	40	77	\$4,537	\$4,764	\$5,002	\$5,252	\$5,515	26.18	27.49	28.86	30.30	31.82	
SEIU	Communications Dispatcher	3	40	79	\$4,628	\$4,860	\$5,103	\$5,358	\$5,626	26.70	28.04	29.44	30.91	32.46	
SEIU	Development Services Technician	3	40	79	\$4,628	\$4,860	\$5,103	\$5,358	\$5,626	26.70	28.04	29.44	30.91	32.46	
SEIU	WWTP Operator I	3	40	79	\$4,628	\$4,860	\$5,103	\$5,358	\$5,626	26.70	28.04	29.44	30.91	32.46	
SEIU	Engineering Technician I	3	40	81	\$4,721	\$4,958	\$5,205	\$5,466	\$5,739	27.24	28.60	30.03	31.53	33.11	
SEIU	Landscape Services Technician	3	40	81	\$4,721	\$4,958	\$5,205	\$5,466	\$5,739	27.24	28.60	30.03	31.53	33.11	
SEIU	Senior Maintenance Worker	3	40	81	\$4,721	\$4,958	\$5,205	\$5,466	\$5,739	27.24	28.60	30.03	31.53	33.11	
SEIU	Water Operator II	3	40	81	\$4,721	\$4,958	\$5,205	\$5,466	\$5,739	27.24	28.60	30.03	31.53	33.11	
SEIU	Fleet Mechanic II	3	40	82	\$4,769	\$5,007	\$5,257	\$5,520	\$5,796	27.51	28.89	30.33	31.85	33.44	
SEIU	Administrative Technician	3	40	83	\$4,816	\$5,057	\$5,310	\$5,576	\$5,854	27.79	29.18	30.63	32.17	33.77	
SEIU	Community Development Technician	3	40	83	\$4,816	\$5,057	\$5,310	\$5,576	\$5,854	27.79	29.18	30.63	32.17	33.77	
SEIU	Housing Program Specialist	3	40	83	\$4,816	\$5,057	\$5,310	\$5,576	\$5,854	27.79	29.18	30.63	32.17	33.77	
SEIU	Water Conservation Technician	3	40	83	\$4,816	\$5,057	\$5,310	\$5,576	\$5,854	27.79	29.18	30.63	32.17	33.77	
SEIU	Recreation Coordinator	3	40	85	\$4,913	\$5,159	\$5,417	\$5,688	\$5,972	28.35	29.76	31.25	32.81	34.45	
SEIU	Senior Refuse Collector	3	40	85	\$4,913	\$5,159	\$5,417	\$5,688	\$5,972	28.35	29.76	31.25	32.81	34.45	
SEIU	Sports Coordinator	3	40	85	\$4,913	\$5,159	\$5,417	\$5,688	\$5,972	28.35	29.76	31.25	32.81	34.45	
SEIU	Computer Technician	3	40	86	\$4,962	\$5,210	\$5,471	\$5,744	\$6,032	28.63	30.06	31.56	33.14	34.80	
SEIU	WWTP Operator II	3	40	89	\$5,113	\$5,368	\$5,637	\$5,919	\$6,214	29.50	30.97	32.52	34.15	35.85	
SEIU	Construction Inspector I	3	40	91	\$5,215	\$5,476	\$5,750	\$6,037	\$6,339	30.09	31.59	33.17	34.83	36.57	
SEIU	Engineering Technician II	3	40	91	\$5,215	\$5,476	\$5,750	\$6,037	\$6,339	30.09	31.59	33.17	34.83	36.57	
SEIU	Senior Utilities Maintenance Worker	3	40	91	\$5,215	\$5,476	\$5,750	\$6,037	\$6,339	30.09	31.59	33.17	34.83	36.57	
SEIU	Recycling Coordinator	3	40	92	\$5,268	\$5,531	\$5,807	\$6,098	\$6,403	30.39	31.91	33.50	35.18	36.94	
SEIU	Senior Fleet Mechanic	3	40	92	\$5,268	\$5,531	\$5,807	\$6,098	\$6,403	30.39	31.91	33.50	35.18	36.94	
SEIU	Building Inspector I	3	40	93	\$5,320	\$5,586	\$5,866	\$6,159	\$6,467	30.69	32.23	33.84	35.53	37.31	
SEIU	Code Compliance Officer	3	40	93	\$5,320	\$5,586	\$5,866	\$6,159	\$6,467	30.69	32.23	33.84	35.53	37.31	
SEIU	Senior Facility/Building Maintenance Technician	3	40	96	\$5,481	\$5,756	\$6,043	\$6,345	\$6,663	31.62	33.20	34.87	36.61	38.44	

SEIU	Traffic Control Technician	3	40	96	\$5,481	\$5,756	\$6,043	\$6,345	\$6,663	31.62	33.20	34.87	36.61	38.44
SEIU	Senior Communications Dispatcher	3	40	100	\$5,704	\$5,989	\$6,289	\$6,603	\$6,933	32.91	34.55	36.28	38.09	40.00
SEIU	Construction Inspector II	3	40	101	\$5,761	\$6,049	\$6,352	\$6,669	\$7,003	33.24	34.90	36.64	38.48	40.40
SEIU	Building Inspector II	3	40	103	\$5,877	\$6,171	\$6,479	\$6,803	\$7,143	33.90	35.60	37.38	39.25	41.21
SEIU	Assistant Planner	3	40	104	\$5,936	\$6,232	\$6,544	\$6,871	\$7,215	34.24	35.96	37.75	39.64	41.62
SEIU	Construction Coordinator/Inspector	3	40	111	\$6,364	\$6,682	\$7,016	\$7,367	\$7,735	36.71	38.55	40.48	42.50	44.63
SEIU	Combined Building Inspector	3	40	113	\$6,492	\$6,816	\$7,157	\$7,515	\$7,891	37.45	39.32	41.29	43.36	45.52
SEIU	Senior Combined Building Inspector	3	40	123	\$7,171	\$7,529	\$7,906	\$8,301	\$8,716	41.37	43.44	45.61	47.89	50.29

Salary increase effective 10-27-2025 per bargaining group agreement

Amended Utilities Maintenance Worker I/II to Water Operator I/II

Y-rate Refuse Service Worker



AGENDA STAFF REPORT

MEETING DATE: 10/21/2025

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of the Memorandum of Understanding (MOU) with the Service Employees International Union Local 521 (SEIU) with changes to wages, benefits, and other working conditions, effective July 1, 2025 through June 30, 2027.

RECOMMENDATION:

Recommended Motion: That the City Council, by motion, approve the attached Memorandum of Understanding (MOU) and authorize City staff to amend all other documents as may be necessary to implement said negotiated changes.

BACKGROUND:

The City of Hanford and the Service Employees International Union Local 521 (SEIU) have negotiated over the past four months and within the scope of the Meyers-Milias Brown Act, City representatives have concluded labor negotiations with SEIU that resulted in a fair and equitable increase that was within the City's financial ability to provide. City representatives and SEIU have reached an agreement restating current benefits as well as agreeing on multiple amendments pertaining to wages, benefits and working conditions.

The terms and conditions that were ultimately agreed upon include but are not limited to:

Term: Two years (July 1, 2025 through June 30, 2027).

Wages: Year One – A four percent (4%) increase effective the first full pay-period following formal ratification of agreement.

Year Two – Additional four percent (4%) increase effective the first full pay-period in July 2026.

Recognition: Agree to further discuss Assembly Bill 1484 and what sections of the MOU shall apply to part-time positions who perform the same functions of SEIU represented employees (if applicable).

Longevity Pay: Create a tiered structure providing an additional 2.5% increase beginning with five (5) years of service and increasing at the same rate every five (5) years to allow a maximum of 10% at twenty (20) years of service.

Holidays: Continue the holiday closure from Christmas Eve through New Years Day.

Absence Without Leave: Added to identify no show/no call consequences

Uniform and Allowances: Allow employees to utilize remaining safety shoe allowance towards a second pair and identify when a full-time employee is eligible for a uniform allowance.

Educational Pay: Expand on the recognized certifications for Building Inspectors.

Special Assignment Pay: Provide certification pay for designated Fleet Mechanics.

Dispatcher Training Officer: Provide 5% additional pay during the assignment of training a new employee.

State Disability Insurance: Reinstate participation in the State Disability Insurance (SDI) program.

Tool Allowance: Transition from a \$1,200 allowance to a reimbursable program up to \$1,500 per fiscal year.

7.5 Successor MOU Negotiations Release: Memorialize current practice to provide paid release time, including travel for a reasonable number of employees to attend labor negotiations.

7.6 Employee Right to Representation: Memorialize current practice to provide employees with the right to representation when a respondent in an investigation, during a disciplinary appeal meeting and interactive process meeting.

MOU Clean Up Language: In addition to amending the Utilities Maintenance Worker I/II (now Water Operator I/II), y-rating Refuse Service Worker to soon match Refuse Collector, ambiguous or clarifying language updates have also been made to the following sections: Section 2.2 Standard Work Period (update Meter Reader schedule), 2.6 Vacation (buyback option restrictions when on leave, amend language to reflect hours not days and vacation selection for Refuse Division employees), Section 2.8 Catastrophic Leave (note correct Administrative Regulation), 2.44 Union/Management Meetings (add option for City to provide release time for employees to attend), 7.1 New Employee Orientation (coordinate timeframe for SEIU to meet with new employees), 7.4 Union Access Rule (one working day notice directly to Department Head/HR, HR to provide Department Head email addresses upon request)

Side Letters – Incorporate all side letter agreements reached during the term of the last agreement.

Specific language pertaining to the sections noted above are identified in the attached red-lined version of SEIU's MOU. Non-substantive updates to the Memorandum of Understanding (MOU), including but not limited to changes in formatting, section numbering, and typographical corrections, may be made following formal ratification, provided such modifications do not alter the intent or meaning of the agreement.

FISCAL IMPACT:

	Year 1 (full year)	Year 2
General Fund	188,000	197,000
Measure H Fund	19,000	20,000
Other Funds	352,000	369,000
	<u>\$559,000</u>	<u>\$586,000</u>

ATTACHMENTS:

1. SEIU MOU 7-1-25 thru 6-30-27 Red Lined
2. SEIU MOU 7-1-25 thru 6-30-27 Final MOU
3. 2025-10-27_SEIU Salary Schedule

Memorandum of Understanding

between
City of Hanford
and
Service Employees International Unit
(SEIU Local 521)



Last Revised: ~~09/14/2022~~ XX/XX/2025

Term: July 1, 202~~5~~2 - June 30, 202~~7~~5

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SECTION 1

1.1 Preamble

The following constitutes a Memorandum of Understanding ("MOU") between the City of Hanford ("City") and Service Employees International Union, Local 521, ("SEIU") as a result of meeting and conferring in good faith concerning wages, hours and other terms and conditions of employment and the City Council action pursuant to Government Code Section 3500 et. seq. and the City's Employer - Employee Relations Policy Chapter 12, Hanford Personnel Rules and Regulations.

1.2 Recognition

Under the terms of Chapter 12 of the Merit System Rules and Regulations, the City formally recognizes the SEIU Local 521 as the recognized employee organization for the Hanford General Employees Bargaining Unit. Pursuant to Assembly Bill 1484, the City formally acknowledges and confirms that all part-time and/or extra help employees holding non-supervisory and non-management classifications that perform the same job duties as employees in the Hanford General Employees Bargaining Unit are hereby incorporated into the existing Hanford General Employees Bargaining Unit. The City and SEIU shall meet separately to discuss what articles of the current MOU shall apply to part-time/extra help employees.

The job classification of Utilities Maintenance Worker I and Utilities Maintenance Worker II shall be updated to Water Operator I and Water Operator II. It is expressly understood that aside from the negotiated wage increase no other wage adjustments will be made due to the title change

1.3 Purpose

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered herein and to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise regarding wages, hours and other terms and conditions of employment.

1.4 City Rights

Notwithstanding any provision of this agreement, nothing contained herein shall restrict or obstruct the inherent or legal rights of the City as they relate to its general legislative process. These rights

include, but are not limited to:

- A. Determining the goals, objectives and mission of the City's departments, offices, committees or commissions;
- B. Establishing standards of selecting City personnel;
- C. Implementing and executing standards of continued employment with the City;
- D. Identifying the work to be performed and allocating such work to City personnel;
- E. Directing its personnel and administering discipline;
- F. Relieving its personnel from duty;
- G. Undertaking all necessary actions during emergencies;
- H. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of this MOU and City rules and regulations;
- I. Lay-off employees; and
- J. Subject to the provisions of the Meyers-Miliias-Brown Act the City reserves the right to direct employees, including scheduling and assigning work, work hours and overtime.

1.5 Maintenance of Operations

For the term of this MOU neither the SEIU nor any person acting in its behalf, will cause, authorize, engage in, nor will any of the members of the SEIU take part in a strike against the City, a work stoppage, slow down, picketing or concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, including compliance with the request of other labor organizations or bargaining units to engage in such activities. This is not to mean that the SEIU or SEIU members are waiving any rights as to protection of personal safety as they may pertain to refusal to cross the picket lines of another public employee organization on strike, or to informational picketing by employees on their own time.

SECTION 2

2.1 Wages

Year One – Four percent (4%) increase the first full pay period following ratification and formal approval by City Council.

Year Two – Four percent (4%) increase effective the first full pay period in July 2026.

Employees assigned to the position of Refuse Service Worker shall be y-rated until the wages of the position of Refuse Collector exceed their current salary range. At that time, the position of Refuse Service Worker will be abolished, and those employees will be assigned to the position of Refuse Collector.

In a prior agreement salary information was compared using data from five (5) comparable agencies (Delano, Dinuba, Merced, Madera and Visalia).

~~Using five (5) comparable agencies (Delano, Dinuba, Merced, Madera and Visalia) the following increases will be provided:~~

- ~~▪ Year One — Effective the first full pay period following ratification and formal approval by City Council, median of market placement or internal alignment (if applicable) plus three percent (3%).~~
- ~~▪ Year Two — Additional two percent (2%) increase effective the first full pay period in July 2023.~~
- ~~▪ Year Three — Additional two percent (2%) increase effective the first full pay period in July 2024.~~

~~A new salary schedule has been created which encompasses a one percent (1%) difference between each range.~~

2.2 Standard Work Period

I. Traditional Schedule

The standard work day for employees shall be eight (8) hours and the standard work week shall be forty (40) hours to be worked within five (5) consecutive days.

Refuse, Wastewater Treatment Plant, Fleet, Streets, Parks, Utilities, and Police Communications Dispatch personnel may be assigned a non- standard work period.

II. Public Works Alternative Schedule

A. Parks and Streets (including Sweeper Operators)

- i. Shift Time - 6:30 a.m. to 3:00 p.m.
- ii. Meal Time - 11:30 a.m. to 12:00 p.m.
- iii. Break Time - 9:00 a.m. & 1:30 p.m. (15 minutes)

~~Sweeper Operator assigned to work at night:~~

- ~~i. Shift Time - 10:00 p.m. to 6:30 a.m.~~
- ~~ii. Meal Time - 3:00 a.m. to 3:30 a.m.~~
- ~~iii. Break Time - 12:30 a.m. & 5:00 a.m. (15 minutes)~~

B. Sewer, Utilities, Fleet, and Wastewater Treatment Plant

- i. Shift Time - 7:00 a.m. to 3:30 p.m.
- ii. Meal Time - 12:00 p.m. to 12:30 p.m.
- iii. Break Time - 9:30 a.m. & 2:00 p.m. (15 minutes)

A Wastewater Treatment Plant Operator schedule was implemented which does not alter the assigned non-standard work period, shift time, meal time or break times. During a two-week period, on-call operators will not be scheduled to work on Saturday, Sunday, Monday, or Tuesday prior to going on call. On-call Operators will work eight (8) hour shifts on Wednesday, Thursday, Friday, Saturday, Sunday, Monday and Tuesday, while assuming on-call duties and the remainder of the work-week assuming regular plant operations/maintenance duties. On-call operators will perform operational duties and routine lab analysis on the weekends.

C. Refuse

- i. Shift Time
 - 5:00 a.m. to 3:30 p.m. (Automated collections) - 4 day work week
 - 5:00 a.m. to 1:30 p.m. (Rear load collections) -5 day work week
- ii. Meal Time - 10:00 a.m. to 10:30 a.m.
- iii. Break Time - 7:30 a.m. & 12:30 p.m. (15 minutes)
- iv. Refuse Employees who complete their route early will be required to remain until the end of their scheduled shift.

D. Utility Billing Meter Readers

- i. Shift Time - ~~7~~8:00 a.m. to 5:00 p.m. - Monday, Tuesday, Wednesday and Thursday

~~±~~ 8:00am to 12:00pm -Fridays

- ii. Meal Time - 12:00 p.m. & 1:00 p.m.
- iii. Break Time - 10 :00 a.m. & 3:00 p.m. (15 minutes)

- E. On a rotational basis as determined by management, one (1) employee from Utilities, (one from water), and one (1) employee from Fleet will work 8:00 am to 5:00 pm, with a one hour lunch as close as possible to 12:00 p.m. to 1:00 p.m. The employee from Utilities will also be assigned to the stand-by shift following the 8:00 a.m. to 5:00 p.m. schedule
- F. The City will retain the ability to deviate from the schedule to accommodate special projects as needed.
- G. Personnel are not required to return to the Corporation Yard for their lunch hour, but may not use City vehicles du ring their lunch, or at any other time, for personal use.

III. Communications Dispatcher Schedule

Communication Dispatcher and Communications Dispatch Supervisor shall work an alternative work schedule, hereinafter referred to as the 3/12 plus 8 plan. The plan shall have two (2) work weeks per pay period, a 36 hour work week consisting of three (3) twelve (12) hour shifts and a 44 hour work week consisting of three twelve (12) hour shifts and one eight (8) hour shift, ~~equaling 160 hours during each 28 day work period~~ or a 32 hour work week consisting of two (2) twelve (12) hour shifts and one eight (8) hour shift and a 48 hour work week consisting of four (4) twelve (12) hours shifts ~~equaling 160 hours during each 28 day work period.~~

The standard shift for employees working the 3/12 plus 8 plan shall be:

Day Shift: 6:00 a.m. to 6:00 p.m.

Night Shift: 6:00 p.m. to 6:00 a.m.

2.3 Overtime

I. Administration

- A. It is the policy of the City that overtime work is to be kept to the minimum consistent with protection of life, property, and the efficient operation of the departments and activities of the City and that overtime work be compensated for by time off wherever practicable. All work requiring any employee to work overtime hours must be approved by the Department Head or his/her designated representative prior to the work being performed, with the exception of emergency situations.
- B. Overtime shall commence at the time an employee reaches the place where he/she is directed to report and shall continue until he/she is relieved or the work is completed whichever is the earlier.

II. Compensation

Employees shall receive overtime compensation for hours worked in excess of eight (8) hours per day or forty (40) hours per week at time and one-half (T 1/2) their base hourly rate or time and one-half (T 1/2) compensatory time off at the discretion of the employee, except as specified below in A, B and C.

- A. Refuse Division employees assigned to the automated route shall receive pay at the rate of time and one-half (T 1/2) when such employee has worked over ten (10) hours per day or forty (40) hours within that work week.
- B. Communications Dispatchers assigned to work the alternative work schedule, hereinafter referred to as the 3/12 plus 8 plan, shall receive overtime for time worked in excess of:
 - i. one duty shift of twelve (12) hours and/or three twelve (12) hour shifts in a thirty-six (36) hour week; or
 - ii. three twelve (12) hour shifts and one eight (8) hour shift in a forty-four (44) hour week at time and one-half (T 1/2) their base hourly rate or time and one-half (T 1/2) compensatory time off, at the discretion of the Department Head.
 - OR
 - iii. Two twelve (12) hour shifts and one eight (8) hour shift in a thirty-two (32) hour week;
 - or
 - ~~ii.~~iv. Four twelve (12) hour shifts in a forty-eight (48) hour week at time and one-half (T 1/2) compensatory time off and the discretion of the Department Head.
- C. Any employee called back to work from scheduled vacation shall receive compensation or compensatory time off at their discretion at the rate of time and one-half (T 1/2) for all hours worked with the minimum call back guarantees.
- D. "Hours Worked" includes all the time an employee is required to be on duty or on the employer's premises or at the prescribed work place, and all times which he/she is permitted to work for the employer. Vacation, sick leave, or other approved leave of absence time is not considered "hours worked" and is not a part of the workweek for overtime purposes.

Holiday time (floating holiday, holiday-in-lieu and city paid holiday) and compensatory time are considered "hours worked" and is considered a part of the workweek for overtime purposes.

Due to the schedule and hours worked by Communications Dispatchers, all hours including sick, compensatory and holiday/vacation hours are counted as hours worked for the purpose of this section.

- E. In the event compensatory time off is used as the method of compensation for overtime, the balance of any banked time off will be taken no later than December 15th of each year. Compensatory time is not available for use in Pay Period 026 as

any remaining balance is automatically cashed out in accordance with payroll processing procedures and FLSA requirements.

Employees may cash out in excess of (50) hours during any pay-period. There will be no caps on compensation time for this provision. The number of hours that the employee requests to cash out must be indicated by them on their timesheet. In the event the employee is denied this provision, he/she will be compensated for such time at the applicable rate of pay. Exceptions to this provision will be made only upon written authorization of the City Manager or his/her designee.

In case of disaster, state of extreme emergency or local peril, the overtime procedures herein established, shall not be in effect, and compensation procedures will be determined at that time for such conditions.

III. Training

Employees who attend training programs, meetings, lectures and similar activities outside their regular working hours shall receive overtime compensation if the training meets the following criteria:

- A. Training is approved and required by the employee's Department Head.
- B. Training is directly related to the employee's present job; and
- C. Training could not be obtained during the employee's regular working hours.

If employees on their own initiative attend independent schools outside of their regular working hours or work schedule, they shall not receive overtime compensation, even if the courses are related to their jobs.

2.4 Callback

Employees, on standby, who are called to work overtime from their regular days off or other off duty hours shall receive overtime pay for the minimum of one (1) hour at time and one-half (T 1/2) their base hourly rate, or equivalent time off at their discretion, but shall not exceed four (4) hours of pay at time and one-half (T 1/2) within any four (4) hour block of time. Overtime immediately before or following regularly scheduled working hours will not be subject to a minimum hour guarantee.

Employees not on standby, who are called back to work overtime from their regular days off or other off duty hours shall receive overtime pay for a minimum of two (2) hours at time and one-half (T 1/2) their base hourly rate, or equivalent time off at their discretion, but shall not exceed six (6) hours of pay at time and one-half (T 1/2) within any six (6) hour block of time. Overtime immediately before or following regularly scheduled working hours will not be subject to a minimum hour guarantee.

2.5 Holidays

I. Regular Holidays for Pay Purposes

The following holidays are recognized as municipal holidays for pay purposes and all regular and probationary employees shall have these days off, and shall receive eight (8) hours holiday pay per holiday except as otherwise provided:

- 1) New Year's Day, January 1
- 2) Martin Luther King Day, the third Monday ~~of~~ in January
- 3) Washington's Birthday, the third Monday in February
- 4) Memorial Day, the last Monday in May
- 5) Independence Day, July 4
- 6) Labor Day, the first Monday in September
- 7) Veterans Day, November 11
- 8) Thanksgiving Day, the fourth Thursday in November
- 9) The day after Thanksgiving, the fourth Friday in November
- 10) Christmas Eve, December 24
- 11) Christmas Day, December 25
- 12) New Year's Eve, December 31
- 13) Every day appointed by the President of the United States or Governor of California for public feast, Thanksgiving, or holiday and as approved by the City Council.

Employees assigned to work a 4/10 schedule may utilize compensatory or vacation hours to supplement holiday hours.

Employees-Regular and probationary employees shall be credited with not more than two (2) floating holidays (16 hours total) to be taken no later than December 15th of each calendar year, at the employee's discretion, subject to staffing needs and with the approval of the department. New employees hired on or after the pay-period containing July 1st shall only receive one (1) floating holiday (8 hours total) to be taken no later than December 15th at the employee's discretion, subject to staffing needs and with the approval of the department. The floating holidays shall be capped at eight (8) hours each and can be taken in two (2) hour increments. Floating holidays do not roll over from calendar year to the next and has no cash value.

When a holiday falls on a Saturday, the preceding Friday shall be deemed the holiday in lieu of the day named. When a holiday falls on Sunday, the following Monday shall be deemed to be the holiday in-lieu of the day named.

When Christmas Eve and /or New Year's Eve falls on a Sunday, the following Monday shall be deemed to be the holiday and the Christmas Day and or New Year's Day holiday will be observed on Tuesday.

Any employee who is absent from work on the day before and/or the day after a holiday, or the Refuse make up day, shall forfeit the holiday pay unless the absence is taken as approved leave with prior notice. ~~An absence taken as sick leave will be approved only by verification by the supervisor who may require a medical note verifying inability of the employee to work.~~ An unscheduled absence taken as sick leave must be accompanied by a medical note identifying the employee's inability to work.

When an observed holiday falls within the standard work week, employees assigned to the Refuse Division shall work an additional day as scheduled by the supervisor to make up for the missed collection routes. Refuse division employees shall not be required to work holidays unless Kings Waste and Recycling Authority (KWRA) is open for business.

Employees assigned to work on a holiday shall be paid for the holiday plus straight time or overtime at the rate of time and one-half (T 1/2) their base hourly rate or time and one-half (T 1/2) compensatory time off at the discretion of the employee for hours worked. Straight time or overtime will depend on the employee's work history for that week (use of vacation or sick leave unless stated otherwise in Section 2.3 Overtime).

Paid Holiday Closure

City offices (where possible) will be closed from Christmas Eve through New Year's Day. Nothing shall prevent a Department Head from requiring employees to work on a holiday. If any employee is required to work during this period when their office is closed or is not permitted to have the time off in their department due to the nature of their position, these employees shall be compensated for hours worked as outlined in Section 2.3 Overtime.

~~H. ——— Holiday in Lieu Time~~

~~A. — Public Works employees assigned to work on a holiday shall be paid overtime at the rate of time and one-half (T 1/2) their base hourly rate or time and one-half (T 1/2) compensatory time off at the discretion of the employee for hours worked.~~

~~B. — Public Works Employees~~

~~Refuse Division:~~

~~Due to the health and safety of the citizens of Hanford, the responsibilities of the Refuse Division necessitate the regular pick up of solid waste. Employees assigned to an automated collection (4-10), or traditional (5-8) schedule will not be required to work on recognized holidays as defined below unless the landfill is open.—~~

~~Refuse workers assigned to automated collection (4-day work week, 10-hour work day) shall observe the paid holidays of New Years, Martin Luther King Day, Washington's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas and two floating holidays. Refuse employees assigned to automated collection will receive 10 hours per holiday. When a holiday falls on a Friday or Saturday, one day will be added to the employee's compensatory time off bank. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day named. When a holiday is observed on any day of the standard work week (M-TH), employees shall work on Friday of that week to make up for the missed day of refuse service. Refuse workers assigned to work on a holiday or an additional day outside of the standard work week shall be paid overtime at the rate of time and one-half (T 1/2) their base hourly rate or time and one-half (T 1/2) compensatory time off at the discretion of the employee for hours worked.~~

~~Refuse workers not assigned to automated collection (5-day work week) shall observe the paid holidays of New Years, Martin Luther King Day, Washington's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas and two floating holidays. Employees shall work the day after Thanksgiving and will receive holiday pay in addition to the hours worked that day at time and one half (T 1/2). Refuse employees not assigned to automated collection will receive 8 hours per holiday. When a holiday falls on a Saturday, the previous Friday shall be deemed to be the holiday in-lieu of the day named. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in-lieu of the day named. When a holiday is observed on any day of the standard work week (M-F), employees shall work on Saturday of that week to make up for the missed day of refuse service. Refuse workers assigned to work on a holiday or an additional day outside of the standard work week shall be paid overtime at the rate of time and one-half (T 1/2) their base hourly rate or time and one-half (T 1/2) compensatory time off at the discretion of the employee for hours worked.~~

~~Wastewater Treatment Plant~~

~~Wastewater Treatment Plant Operators assigned to an on-call schedule (10-day work week, 8-hour workday) shall observe the paid holidays of New Years, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, Christmas and two floating holidays. On-call Operators assigned to work on a holiday shall be paid overtime at the rate of time and one-half (T 1/2) their base hourly rate or time and one-half (T 1/2) compensatory time off at the discretion of the employee for hours worked.~~

~~Wastewater Treatment Plant Operators scheduled off Saturday, Sunday, Monday, or Tuesday prior to going on-call, shall observe the paid holidays of New Years, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, Christmas and two floating holidays. Prior to going on-call, operators shall be paid when a holiday falls on the proceeding scheduled days off (8 hours) at the rate of their base hourly rate or compensatory time off at the discretion of the employee for the observed holiday.~~

~~Any employee who is absent from work on the day before and/or the day after a holiday or make-up day for Refuse service pick-up shall forfeit the holiday pay unless the absence is taken as approved leave with prior notice. An absence taken as sick leave will be approved only by verification by the supervisor who may require a medical note verifying inability of the employee to work.~~

C.A. Police Employees

Police employees (except those noted in the section below) shall receive up to 112 hours of holiday time each calendar year accruing 4.308 hours per-pay period

in-lieu of paid holidays. Employees may bank up to seventy (70) hours of holiday-in-lieu time. Employees may use this time at the discretion of the Department Head with due consideration of the employee's needs. Holiday time taken is deducted on an hour for hour basis. The employee is ultimately responsible for monitoring his/her/their holiday in-lieu time and will be able to request to cash out hours at their base hourly rate at time of accrual, once they have banked sixty (60) hours. An employee will be able to cash out any hours in excess of sixty (60). Holiday in-lieu time shall be recorded on the employee's timesheet and accounted for through the payroll system. If an employee should reach the maximum accumulation cap of seventy (70) hours, holiday in-lieu hours will no longer accrue.

This section does not apply to the following classifications assigned to the Police Department: Administrative Assistant/Technician, Animal Control Technician, Community Enhancement Officer, Office Assistant I/II and Parking Control Officer. These classifications will observe the holidays as outlined in Section I.

D.B. For accrued holiday in-lieu time, employees shall receive compensatory time off or pay in-lieu of compensatory time off for holiday in-lieu time as directed by the Department Head.

E.C. Whenever a public feast, Thanksgiving, or holiday is appointed as provided in Section 2.5(I)(M) herein, an additional eight (8) hours in-lieu of holiday time will be accrued following the provisions of the subsection A, B, C, and D, shown above.

III. Compensation At Termination

Regular employees leaving the municipal service with accrued days in-lieu of holidays shall be paid the amount of accrued days in-lieu of holidays to the date of termination. Payments for accrued days in-lieu of holidays shall be at the employee's current rate of pay.

2.6 Vacation

I. Eligibility

Employees shall complete six (6) months continuous service before using accrued vacation leave. Employees shall not work for the City during their vacation.

Employees whose scheduled vacations are interrupted or postponed due to industrial injury shall be rescheduled after such injured employee has returned to duty. No vacation previously scheduled shall be lost due to an employee exceeding the vacation accrual during an industrial injury leave.

II. Accrual

Vacation will be accrued and credited on a bi-weekly basis at the following rates for continuous service performed in pay status:

- A. From zero (0) through five (5) years:
3.39 hours per bi-weekly pay period, 88 hours annually
- B. From six (6) through ten (10) years:
4.62 hours per bi-weekly pay period, 120 hours annually
- C. From eleven (11) through fifteen (15) years:
5.24 hours per bi-weekly pay period, 136 hours annually
- D. Sixteen (16) or more years:
6.16 hours per bi-weekly pay period, 160 hours annually

III. Limits of Accrual

Such accrual and credit for all employees may not exceed twice the employee's annual rate of accrual.

IV. Buy Back

Employees shall be able to cash out accrued vacation at an equal amount of vacation time used in the calendar year, but no more than ~~ten (10) days~~ eighty (80) hours each year.

With the exception of job-related medical leave (FMLA/CFRA), employees who are on leave, such as workers' compensation and administrative leave, shall not be able to cash out accrued vacation hours.

V. Compensation at Termination

Employees leaving the municipal service with accrued vacation leave shall be paid the amounts of accrued vacation to the date of termination at the employee's then hourly rate. Employees who terminate employment with the City and who have less than six (6) months of continuous service shall not be compensated for accrued vacation.

VI. Refuse Vacation Scheduling

The Refuse supervisor(s) shall determine how many employees will be granted vacation time off simultaneously, which may be determined based on such factors as absolute number, duty assignment, or other criteria as necessary to maintain effective operations. The Supervisors will have five (5) business days to respond to an alternative or additional vacation request.

In November/December of each year, a vacation calendar shall be circulated among the employees. The calendar shall first be given to the lead collector. He/she shall have the opportunity to schedule vacation time off for the coming year, in whole week or partial week increments, in number up to the employee's current accrual rate (if the accrual rate is three weeks per year, they may only schedule up to three weeks of vacation time, regardless of whether they have additional carry-over time or not).

The calendar shall then pass, in order of seniority, to the remaining employees who will likewise have the opportunity to schedule vacation time, in whole week or partial week increments, up to their then accrual rate. The employees shall not be allowed to schedule

vacation time off during a week that has already been claimed by the maximum number established by the Supervisor(s). Once all employees have had a chance to schedule their vacation time, the annual vacation calendar shall be posted in the supervisor's office.

Employees may not schedule vacation time unless they have sufficient accrued available time at the time the request is made. Projected accruals may be used to schedule future vacation time, provided the employee will have accrued the necessary leave by the start of the requested time off. All requests are subject to supervisory approval and operational needs.

Throughout the year, employees may request alternative or additional vacation time off either in whole week or partial week increments. If the requested time off is available and the supervisor(s) determine that it is operationally feasible to grant the request, the vacation will be added to the calendar. Requests may occur at any time and need not be made within 90 days of the requested day off. Requests that occur throughout the year will be handled on a first-come, first-served basis.

No preapproved vacation will be changed once scheduled.

2.7 Sick Leave

I. Definition/Approved Sick Leave Usage:

- A. Sick leave is an absence from duty which may be granted by the employer to the employee because of an illness, injury, exposure to a contagious disease, preventative care, illness or injury of a member of the employee's immediate family requiring the employee's attendance.
- B. To attend a medical, dental, or optical appointment if such appointment cannot be scheduled outside of the employee's normal work day.
- C. To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate documentation of the need for such services:
 - a. A temporary restraining order or restraining order;
 - b. Other injunctive relief to help ensure the health, safety or welfare of the employee or their children;
 - c. To seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
 - d. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault or stalking;
 - e. To obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking;
 - f. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

- D. An employee's immediate family shall consist of the employee's: Spouse or registered domestic partner, parent (including step parents), child (including step children), brother, sister, father in-law, mother in-law, brother in-law, sister in-law, aunts, uncles, employee's and spouse's grandparents, grandchildren or any person living in the same household as the employee.
- E. An employee may be granted sick leave only in case of actual illness/situation as defined above. In the event that an employee or a member of the employee's immediate family recovers from any such illness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.
- F. Sick leave balances shall be taken in fifteen (15) minute increments.
- G. In order to receive compensation while absent on sick leave, an employee shall provide reasonable advance notice to their supervisor of their need to use sick leave if the need is foreseeable (i.e. doctor's appointment scheduled in advance). If the need for sick leave is unforeseeable, including an illness sustained while at work, the employee shall provide notice of the need for the leave to their supervisor as soon as possible, preferably within 1 hour before the time established as the beginning of the employee's work day. In the event that an employee is incapacitated because of illness or injury to the point the employee is unable to contact his/her supervisor, the employee's designated representative (i.e. family member) shall notify the supervisor at the earliest possible moment. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay or cause the employee to use other available and accrued leave.
- H. If the employee is absent on sick leave for more than 1 day, the employee shall keep the immediate supervisor informed as to the date the employee expects to return to work.
- I. Upon the oral or written request of an employee, the City shall provide paid sick days for the purposes described in previous sections. The City may request a note from a physician after an employee has been absent longer than three consecutive days or shifts, or if evidence suggests that an employee is abusing the City's sick leave policy.

To accurately track sick leave for those who meet the requirements under Federal and State laws (Family Medical Leave Act and California Family Rights Act), the City may require a physician's certification for an employee's own serious health condition or to care for an eligible family member (parent, child, spouse, domestic partner or covered service member).

- J. Employees who are on vacation at the time of death of an immediate family member as defined above shall be entitled to substitute bereavement leave for

vacation time, consistent with the existing bereavement leave policy. The total period of absence from City employment (vacation and bereavement leave) shall not be extended beyond that time initially approved for vacation, without specific Department Head approval. Unused vacation shall be retained by the affected employee in accordance with the existing vacation policy.

- K. Supervisors shall have the discretion to place employees on sick leave when, in the judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's duties.
- L. The City shall not deny an employee the right to use sick leave, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use sick leave to attend to an illness or the preventative care of a family member, or for any other reason specified in sections above.

II. Sick Leave May Not Be Used For:

- A. An employee serving their initial 90 calendar days of service to the City (unless the employee was rehired within one year of separation, or sustained a work-related injury during their initial 90 days of employment).
- B. Sick leave will not be granted to any employee absent from duty during an authorized leave of absence without pay, or any other absence from duty not authorized the City.
- C. Sick leave shall not be used in lieu of or in addition to vacation, unless leave is requested for an immediate death in the family or as otherwise defined in this policy.
- D. Absence for illness/medical treatments may not be charged to sick leave yet to be accumulated.

III. Accrual, Accumulation and Separation

- A. Regular and probationary employees shall be eligible to accrue sick leave at the rate of 3.69 hours for each bi-weekly pay period.
- B. There is no limit on the amount of sick leave which can be accumulated and carried over from year to year.
- C. Sick leave will be accrued by any employee during the first 90 calendar days of employment. However, only upon the successful completion of 90 days of employment, will the employee be entitled to utilize their accrued sick leave (does not apply to employees rehired within one year of separation).

- D. Employees granted a leave of absence with pay (including military leave or other approved leave with pay) shall accrue sick leave as indicated above.
- E. Sick leave will not be accrued by an employee absent from duty after separation from service or during an authorized leave of absence without pay.
- F. Upon retirement under Public Employees Retirement System, qualifying employees may apply unused sick leave as provided under Section 20862.8 and 20965 of the Government Code.

IV. Reimbursement/Reinstatement of Unused Sick Leave

- A. Employees leaving the municipal service shall forfeit all accumulated sick leave unless:
 - a. Upon retirement under the Public Employees Retirement System, qualifying individual applies unused sick leave as provided under Section 20862.8 and 20965 of the Government Code.
 - b. The individual is re-hired by the City of Hanford within one year from the date of separation. Previously accrued and unused paid sick days shall be reinstated and the employee shall be entitled to use those previously accrued and unused paid sick days immediately and will accrue additional paid sick hours in accordance to the section above.
 - c. The employee resumes employment with the City upon release from active military duty, temporary military leave or other approved leave of absence.

V. Abuse of Sick Leave

- A. Abuse of an employee's sick leave is defined as a claim of entitlement to sick leave when the employee does not meet the requirements as defined in Section I. If an employee is found to be abusing or misusing their sick leave time, they will be subject to disciplinary action.

2.8 Catastrophic Leave

~~The City has established a catastrophic leave bank for use by employees in conformance with the Catastrophic Leave Policy dated May 6, 2014.~~

The City of Hanford provides a Catastrophic Leave Donation Policy, as outlined in Administrative Regulation 1.34.

2.9 Bereavement Leave

Each regular employee shall be allowed to use bereavement leave not to exceed one full work week in the event of death in the employee's family. For the purpose of this section only, the employee's family shall mean the spouse, parent, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild or a close relative residing in the

household of the employee. Bereavement leave dates shall be discussed with the Department Head and does not need to be consecutive. There is no limit to the number of times bereavement leave can be taken as long as it is for an employee's family member. Upon request and within thirty (30) days of the first day of leave, the employee shall provide documentation of the death of a covered family member. Documentation shall include but is not limited to: a death certificate, a published obituary, memorial service announcement or program, etc. In the event that an agreement regarding leave cannot be reached, the employee will resolve the requested leave usage with Human Resources.

2.10 ~~[Reserved]~~ Absence Without Leave

Absence without leave (no call/no show) for more than three consecutive days shall result in termination with the ability to appeal.

2.11 Tuition Assistance

Pursuant to Administrative Regulation 1.13, regular employees are eligible to receive tuition up to \$5,000 per fiscal year for courses taken to obtain a bachelor's, master's or doctoral degree only (no training/certificate course work).

2.12 [Reserved]

2.13 Mileage Reimbursement

Employees required to use their private automobile for authorized City business shall receive mileage reimbursement at the current IRS approved rate.

2.14 Uniforms and Allowances

- A. ~~Effective July 1, 2023, a~~All designated employees in the Public Works and Parks and Community Services Department will be provided a safety shoe and accessories (laces, insoles, etc.) at no cost up to \$225 per person, per fiscal year. Designated employees will be required to wear a safety shoe at all times on the job. City agrees that purchases can be made with any city approved vendor agreed upon by management and employee. Employees shall retain the option to purchase additional safety shoes beyond the aforementioned allowance, at the sole expense of the employee, provided such footwear meets all safety requirements and is obtained from a City-approved vendor.
- B. The City shall supply eleven (11) sets of pants and shirts and one (1) jacket to each

employee in the classifications below:

- i. Facilities Maintenance Technician I/II;
- ii. Custodian;
- iii. Construction Inspector I/II;
- iv. Lab Technician I/II;
- v. Fleet Mechanic I/II;
- vi. Senior Fleet Mechanic;
- vii. Senior Custodian;
- viii. Refuse Collector;
- ix. Refuse Service Worker;
- x. Maintenance Worker I/II;
- xi. ~~Utilities Maintenance Workers I/II;~~ Water Operators I/II
- xii. Senior Maintenance Worker;
- xiii. Sweeper Operator;
- xiv. Heavy Equipment Operator;
- xv. Wastewater Treatment Plant Operator;
- xvi. Senior Wastewater Treatment Plant Operator;
- xvii. Traffic Control Technician;
- xviii. Lab Attendant;
- xix. Landscape Services Technician
- xx. Shop and Parts Specialist

The City shall request from the third-party vendor that all uniforms that are in a condition such as damaged beyond repair and/or unserviceable, worn and/or soiled to an extent in which an employee's appearance reflects poorly on the City, be exchanged as quickly as possible following approval from a supervisor. Should there be a dispute regarding the supervisor's approval/denial the employee shall be able to appeal to the Department Head on the matter.

Non required items, such as City jackets, are not replaced by the City. In the case where non required items are damaged, employees may wear items purchased at their own expense, so long as the clothing is in good condition and does not cause a safety risk. Such items should generally be a solid color without logos of sports teams, political messages, etc.

- C. Exceptions to the above list include the following employee classifications:
 - i. Engineering Technicians, which will have two (2) shirts purchased; and
 - ii. Fleet Mechanics, Facilities Maintenance Technician, Sewer, and Wastewater employees will receive a coverall option in lieu of a standard set of uniforms.
- D. The City shall initially supply two (2) hats to those employees in the classifications listed above that want to wear a hat. If a hat is worn on duty, it must be a City hat or a department approved hat. Worn or soiled hats will be replaced on a hat-for-hat basis as determined by the department head.

- E. The City shall supply eleven (11) sets of pants and shirts and one (1) jacket to each employee assigned to the position of Community Enhancement Officer. In addition to that, the City shall provide the Community Enhancement Officer with a pair of boots which will be replaced at minimum on an annual basis.

~~F. Within the first month of employment,~~ Communications Dispatchers, Police Service Technicians, Senior Police Records Assistants, Police Records Assistants, Property and Evidence Technicians, Fire Inspectors, Building Inspector I/II, Code Compliance Officers, Animal Control Technicians, Parking Control Officers and the Administrative Assistant and/or Office Assistants in the Police and Fire department (unless not required to wear a uniform at the Department Head's discretion,) shall be paid an initial \$400 uniform allowance for the first year of employment. After the first year of employment, the employee is eligible for a pro-rated uniform allowance based on the number of months remaining in the fiscal year.

~~F. To qualify for allowance, an employee must (1) be employed in a full-time, designated position at the time the allowance is issued, and (2) have worked a minimum of 90 calendar days within the fiscal year. Time off on extended leave (e.g., unpaid leave, workers' compensation, or extended sick leave) shall not count toward this minimum. Allowances shall not be provided retroactively to employees who have not met these requirements. For example, if an employee has been active for only a limited period during the year (e.g., less than three months), or has not been actively working at the time the allowance is disbursed, they will not be eligible to receive the benefit for that fiscal year.~~

- G. Communications Dispatchers, Police Service Technicians, Senior Police Records Assistants, Police Records Assistants, Property and Evidence Technicians, Fire Inspectors, Building Inspector I/II, Code Compliance Officers, Animal Control Technicians, Parking Control Officers and the Administrative Assistant and/or Office Assistants in the Police and Fire department shall receive uniform allowances of \$800 the fiscal year paid the first full pay period in July.

2.15 Health Insurance

The City shall pay 100% of the employee-only premium for vision coverage. For dependent and family coverage, the City shall pay 60% of the total vision premium cost.

The City shall pay sixty percent (60%) of the total premium cost of all regular and probationary employees, and their dependents, who elect to take the group health and dental care benefits available to them through the current group plan.

2.16 [Reserved]

2.17 Retirement

I. “Classic” Employees

The City shall provide the 3% @ 60 retirement plan as provided under the California Public Employees (CalPERS) retirement system.

Employees will pay 100% of their share the employee's retirement contributions.

II. “PEPRA” Employees

The City shall provide 2% @ 62 retirement plan as provided under California Public Employees (CalPERS) retirement system.

Employees will pay 100% of their share the employee’s retirement contribution.

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.~~

2.19 Dues Deduction

It is mutually agreed that the City will, during the term of this MOU deduct, without charge, dues from the pay of those employees who individually provide written authorization for such dues in an amount certified to be current and correct by the President of the SEIU. There shall be no more than one deduction per pay period and the total of such deductions shall be remitted by the City to the SEIU. "Dues" in this context means any deduction voluntarily authorized by an SEIU member employed by the City.

2.20 Bilingual Pay

The City agrees to compensate eligible employees for utilization of their bilingual skills as determined by the City pursuant to Administrative Regulation 1.12. Eligible employees shall receive a five percent (5%) stipend for the use of their bilingual skills.

2.21 Educational Pay

Building Inspectors I/II, Combined Building Inspector and Senior Combined Building Inspector 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.

Building Inspectors I/II may also receive an additional two percent (2%) increase for a RF Residential Fire (13D) ICC Certificate and an additional three percent (3%) increase for a Commercial Fire (4 certifications required -ICC or NFPA or CAL FIRE) Certificate. The

additional 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 and unlike the Certified Access Specialist premium described above will not be reported to CalPERS as pensionable income.

Combined Building Inspector and Senior Combined Building Inspector may also receive an additional three percent (3%) increase for a Commercial Fire (4 certifications required -ICC or NFPA or CAL FIRE) Certificate. The additional 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 and unlike the Certified Access Specialist premium described above will not be reported to CalPERS as pensionable income.

2.22 Special Assignment Pay

Water Certification Premium:

Water Operators who 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.

Fleet Maintenance Premium:

Employees assigned to the Fleet Maintenance Division (Fleet Mechanic I/II) who obtain and maintain an Emergency Vehicle Technician Pumps and Accessories Certificate, California Air Resource Board (CARB) Heavy Duty Inspection and Maintenance Tester Certificate or Wyo Tech 609 Certification shall receive an additional two percent (2%) of their base pay 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 receives proof of the employee's certification. This compensation shall be provided on an ongoing basis, provided the certification is maintained and remains valid. It is expressly understood that eligibility will be determined at the discretion of the Department Head, and such certifications will not be reported to CalPERS as pensionable income.

2.212.23 – 2.25 [Reserved]

2.26 Travel

Per City policy, the City shall pay per diem in accordance with the established IRS guidelines. No food receipts will be required for the per diem or commuter allowance. An employee whose travel time for training including drive time consists of over eleven (11) hours in a day will be given the option of an overnight stay at a major chain hotel/motel.

~~2.27 — 2.28 [Reserved]~~

2.28 Dispatcher Training Officer (DTO) Differential Pay

Communications Dispatchers assigned to act as a Dispatcher Training Officer shall receive five percent (5%) above their base wage during their training assignment.

2.29 Acting Pay

When an employee is temporarily assigned to a position in a higher classification (employee leaves their current position and assumes the duties and responsibilities of a higher-level classification), they shall have their base salary adjusted to the base pay for the higher classification at Step 1 or the step that provides them with a minimum of a five-percent (5%) increase commencing on the eleventh (11th) consecutive business day in a fiscal year. Designated City holidays shall count towards consecutive business days worked.

If the assignment is to a vacant position currently being recruited for, hours worked shall not exceed 960 hours in a fiscal year in compliance with Government Code 20480.

2.30 Longevity Pay

Upon completion of ~~ten (10)-five (5)~~ consecutive years of active service with the City of Hanford, employees shall receive two ~~point five~~ percent (~~2.5~~%) above their base wage in recognition of longevity pay.

Upon completion of ten (10) consecutive years of active service with the City of Hanford, employees shall receive a total of five percent (5%) above their base wage in recognition of longevity pay.

Upon completion of fifteen (15) years of active service with the City of Hanford, employees shall receive a total of ~~three percent (3%)~~ seven-point five percent (7.5%) above their base wage in recognition of longevity pay.

Upon completion of twenty (20) consecutive years of active service with the City of Hanford, employees shall receive a total of ~~five-ten~~ percent (~~510~~ %) above their base wage in recognition of longevity pay.

~~If an employee is on an approved leave and/or a disciplinary leave, time counted towards longevity will continue after the employee returns to paid status, but such leave shall not constitute a "break" in active service as it relates to longevity.~~

If an employee was previously full-time, transitioned to a part-time position and then was rehired to a full-time position, as long as the employee did not completely separate from employment with the City of Hanford, their previous years in a full-time position will count when calculating longevity pay. Such employees are responsible for notifying their Department Head and/or immediate supervisor in a timely manner if they believe they qualify. No retroactive pay will be provided for untimely notice.

2.282.31 Standby

General Employees

Employees including Senior level employees assigned to "Standby Duty" shall be compensated at \$3.00 per hour for each hour of standby duty.

Employees on standby must dress and respond to a scene within thirty (30) minutes if a call so requires. All employees shall be eligible to be placed on standby.

The persons in the Utilities, WWTP, Streets, Water and Storm Drainage (when assigned by the Superintendent) shall be provided a vehicle in which to respond to calls when necessary. Take home vehicle shall be subject to Administrative Regulation 1.04 and may not be stored outside of the City Limits.

Communications Dispatcher/Supervisor

Communications Dispatcher and Communications Dispatch Supervisors assigned to "Standby Duty" shall be compensated at \$3.00 per hour for each hour of standby duty and shall work any scheduled overtime for that day.

Employees on standby must dress and respond to their worksite within sixty (60) minutes if a call so requires. All employees shall be eligible to be placed on standby."

2.292.32 Shift Differential Pay

Employees shall receive an additional five percent (5%) above their base hourly rate for the entire shift if fifty-one percent (51%) or more of the employee's assigned shift falls between the hours of 6:00 p.m., and 8:00a.m. The employee's assignment does not have to be in their current job classification. If not a regular shift assignment in their current job classification the employee's supervisor shall email the Payroll Division on or before the date timesheets are due advising that the employee shall receive shift differential for a specific date(s)."

2.302.33 Working Out of Classification

If an employee is assigned to perform duties that are distinct, separate and normally performed by employees in a different classification (higher or lower) for more than 51% of their working hours as determined by their immediate supervisor, they shall receive a five-percent (5%) increase in their base salary commencing on the eleventh (11th) consecutive business day in a fiscal year. Designated City holidays shall count towards consecutive business days worked.

Working out of class assignment may be discontinued by the supervisor or Department Head at any time; however, an individual employee shall not be rotated in and out of a working out of classification assignment, nor shall multiple employees be rotated through such assignments to avoid providing additional compensation.

Working out of classification pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher classification.

Any working out of classification assignment shall not exceed six months in a fiscal year unless written approval is received by the City Manager.

Any employee who feels they are working out of classification and not receiving compensation for their additional duties may submit supportive documentation to their immediate supervisor and Department Head outlining a detailed listing of all duties performed and the amount of time he/she spends on those duties.

If the Department Head and immediate supervisor do not agree that the additional duties meets the criteria for working out of classification compensation, the Department Head shall render his/her decision and comments in writing within fifteen (15) days after receiving the employees request and supportive documentation.

If the employee does not agree with the decision reached, the employee may appeal their decision by presenting their supporting documents/information to the City Manager. The City Manager shall review and render a decision in writing within twenty (20) calendar days after receiving the employee's appeal. The decision of the City Manager shall be final

In compliance with Commission Regulation 1957 on Public Safety Dispatcher Verbal, Reasoning, Memory and Perceptual Abilities Assessment, employees who have successfully passed the POST Entry-Level Dispatcher Selection Test Battery (or its equivalent) shall be able to perform the duties of a Communications Dispatcher when needed. The employee shall not have to perform 51% of their working hours as a Communications Dispatcher nor will they have to work ten (10) consecutive days to be eligible for the five percent (5%) working out of classification on the eleventh (11th) day. Eligible employees shall receive an additional five percent (5%) of their base salary for each hour worked as a Communication Dispatcher. It is the employee's responsibility to appropriately note it on their timesheet for departmental review and payroll processing.

2.312.34 Safety Glasses

All non-clerical general unit employees may be provided one pair of prescription safety glasses through American Optical every two (2) years, at a cost not to exceed \$60. The City will replace

a lens only if broken in the line of duty or upon a doctor's recommendation that the current lens presents a safety hazard. Cost of replacement shall not exceed \$60 during the two-year period. The employees are responsible for all professional service costs.

2.322.35 Probationary Period

All appointments shall be tentative and subject to a probationary period as outlined by Administrative Regulation 1.32 Performance Evaluations.

Communications dispatchers shall be eligible for advancement to step "B" after six (6) months of continuous service with the city.

2.332.36 State Disability Insurance

The City shall collaborate with SEIU to reinstate participation in the State Disability Insurance (SDI) program contingent upon SEIU's formal vote to reinstate participation and agreement to terminate its existing alternative short and long term disability coverage.

State disability insurance is provided, to all employees within this unit at the employee's cost. State disability insurance payments may be available to employees who cannot work due to sickness or injury not job related. State disability payments shall be integrated with sick leave balances. To the extent that accumulated sick leave or vacation leave is available, the employee will continue to receive a regular payroll check. State disability insurance payments received by the employee from the State shall be turned in to the City upon receipt by the employee. When such checks are received by the City, that portion of the sick leave or vacation leave used, equivalent to the dollars received from the State, shall be reimbursed to the employee's balances. At such time that the employee no longer has balances to reimburse, the employee is no longer required to submit the State disability payment to the City.

2.342.37 Class A and B Licenses

For all employees required to maintain Class A and B licenses, the City shall pay the difference between Class C and B and Class C and A driver's license renewals as required by the California Department of Motor Vehicles. In addition, the City will continue to pay for DMV physicals for those employees required to have a Class A or Class B driver's license.

2.352.38 Jury Duty

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the City all fees

received for such duties other than mileage or subsistence allowance within thirty (30) days from the termination of his/her jury duty service.

2.362.39 Military Leave

The City provides military leave consistent with state and/or federal law.

2.372.40 Leave to Vote

Employees shall be granted time off with pay to vote in any general, direct primary, or presidential primary election consistent with state law. Employees desiring such time off are required to give the appropriate notice required by state law.

2.382.41 Life Insurance

The City pays the premium for a \$10,000 group life insurance policy for employees represented by SEIU. The City also provides employees an option to purchase additional life insurance at the employee's expense.

Effective January 1, 2023, the City will increase the City provided life insurance policy (amount to be determined).

2.392.42 Agency Shop

Section 3500 et seq. of the California State Government Code was enacted on September 28, 2000, providing for the implementation of agency shop. The City and the Union were unable to agree upon a negotiated agency shop provision. In conformance with Government Code Section 3500, a secret ballot election was held in the general bargaining unit of the City where a majority of those voting voted in favor of the agency shop provision. The provisions of the California State Government Code Section 3500 et seq. regarding agency shop are hereby incorporated in this MOU, and shall apply to all classifications subject to this MOU.

It is agreed that employees subject to this memorandum of understanding shall have thirty (30) days from their employment date to either join the union and pay union dues or elect to pay the service fee.

2.402.43 Flexible Spending and Voluntary Benefit Plan

The City agrees to provide a Section 125 plan to employees.

2.412.44 Union/Management Meetings

Once each quarter, the Union may request a meeting with the applicable Department Head and together or separately with the City Manager on topics other ~~that~~than discipline or grievances. SEIU shall prepare and distribute an agenda to all parties at least one week prior to the proposed meeting. The City may approve reasonable release time for employees to attend the Labor Management Meeting.

2.422.45 [Reserved]

2.432.46 Pregnancy Disability Leave

The City provides pregnancy disability leave consistent with state and federal law.

2.442.47 Family and Medical Leave

The City provides family and medical leaves of absence consistent with state and/or federal law.

2.452.48 Tool Allowance

~~Regular Fleet Mechanics shall receive a tool allowance of \$1,000 per fiscal year, with or without receipts. The tool allowance shall be recorded on the employee's timesheet and accounted for through the payroll system. The employee and/or supervisor is ultimately responsible for ensuring that their tool allowance is recorded on the timesheet in the pay period that includes July 1st (\$500) and January 1st (\$500). Employees who have passed probation can elect to have a single payment of \$1,000 on July 1st rather than two separate payments so long as they do not exceed the \$1000 in a fiscal year the employee would have otherwise received.~~

~~Newly hired Fleet Mechanics shall receive their first tool allowance within thirty days of being hired on a pro-rated basis and will not be eligible for an additional allowance until the following fiscal year. The supervisor is ultimately responsible for ensuring that the tool allowance is recorded on the new employee's timesheet.~~

Employees assigned to the position of Fleet Mechanic shall receive reimbursement of up to \$1,500 per fiscal year. Employees must show tools purchased and provide receipts to obtain reimbursement. Receipts submitted with a purchase date prior to active employment with the City will not be accepted.

2.462.49 Deferred Compensation

~~Effective the first full pay period following ratification and formal approval by City Council,~~
eEmployees are eligible to receive matched employer contributions for deferred compensation up to \$75 per pay-period.

2.472.50 Direct Deposit

All employees shall be subject to mandatory participation in the direct deposit of the City payroll checks. Employees shall complete a direct deposit/sign-up authorization form during their first week employed with the City of Hanford.

SECTION 3

3.1 Disciplinary Action

This section shall not apply to Reductions in Force, or reductions in pay which are part of a general plan to reduce or adjust salaries and wages.

I. Range of Disciplinary Action

The City shall strive to maintain a system of progressive discipline. However, the final Disciplinary Action imposed will be determined by the seriousness of the offense and any other factors deemed relevant by the Personnel Officer or Department Head. Nothing stated herein requires the City to impose discipline based on prior discipline or lack thereof.

II. Causes for Disciplinary Action

Causes for disciplinary action against any employee may include, but shall not be limited to, the following:

- A. Fraud in securing appointment;
- B. Neglect of duty, including failure to meet the standards of performance of the employee 's position;
- C. Insubordination, willful disobedience;
- D. Dishonesty, including falsification of City documents or records, or fraud in securing one's employment;
- E. Drunkenness or intoxication on duty;

- F. Possession, distribution, sale or use, or being under the influence of, illegal drugs while on City property or City business;
- G. Absence without leave;
- H. Conviction of a felony or any crime involving moral turpitude;
- I. Discourteous treatment of the public or other employees, including physical and verbal harm;
- J. Willful violation of safety, endangering property and/or persons;
- K. Misuse, unauthorized use, misappropriation, theft, or sabotage of City property;
- L. Inefficiency or incompetency;
- M. Violation of any of provisions of these Rules, official City policies, and/or departmental rules and regulations;
- N. Refusal to take or subscribe to any oath of affirmation which is required by law in connection with City employment;
- O. Any other acts or omissions either during or outside of duty hours which are incompatible with or unfavorable to the public service.

III. Notice of Proposed Disciplinary Action - Regular Employees

Written notice of the proposed discipline to be imposed shall be served on a regular employee personally or sent to his/her address of record by Certified Mail not less than ten (10) calendar days prior to the date of the proposed action. If served by Certified Mail, such notice shall be effective and constitute receipt by the employee upon deposit in the United States Post Office. Courtesy copies shall be provided to the union.

Such formal notice shall include the following statements:

- A. The nature of the disciplinary action;
- B. The effective date of the penalty;
- C. The causes therefore;
- D. A plain and concise description of the act or omissions upon which the causes are based;

- E. A statement informing the employee of his/her right to appeal the decision as provided in these Rules;
- F. A copy of the materials upon which the disciplinary action is based; and
- G. Whether the employee will be placed on Administrative Leave, and for what length of time.

IV. Right to Respond - Regular Employees (Skelly Meeting)

Any regular employee shall have the right to respond, with union representation, either orally or in writing, to the authority imposing disciplinary action and have the response considered prior to the discipline being imposed. Unless otherwise specified in writing by the authority proposing discipline, such a response must be made within ten (10) calendar days after receipt of the written notice of the proposed disciplinary action. Failure to respond within such period constitutes a waiver of the right to respond. However, failure to respond shall not affect the employee's right to appeal the disciplinary action as provided in this Rule. After reviewing the employee's response, if any, the authority imposing discipline shall formally notify the employee in writing of his/her decision to dismiss, modify or impose the proposed discipline.

V. Right of Appeal - Regular Employees

Any regular employee shall have the right of appeal from any disciplinary action under this Rule. Such appeal must be filed in writing with the City Manager within five (5) working days of the date of service of the notice of such disciplinary action. Failure to file an appeal within such period constitutes a waiver of the right of appeal.

The City Manager or his/her designee shall conduct a hearing as provided in this Rule, unless otherwise provided in an applicable memorandum of understanding or required by law. Except in the case of danger to the public well-being, the employee's safety or other employees' safety, no discipline shall be imposed prior to the completion of the appeals process.

VI. Appeal Hearing and Procedures -Regular Employees

A. Hearing Officer Selection

The employee (or his/her representative) and the City, within five (5) calendar days of the filing of the appeal, shall jointly pick a hearing officer to hear the appeal. If the parties are unable to agree on a hearing officer within this time frame, the employee (or his/her representative) and the City shall jointly request a list of names of five (5) neutrals from the California State Mediation and Conciliation Service. Within five (5) calendar days after receiving the list of neutrals, the employee (or his/her representative) and the City shall select a hearing officer from that list by alternately striking names from the list. The first option to strike shall be determined by lot.

- B. Cost of Hearing
The cost of the services of the Hearing Officer shall be split by the parties unless otherwise required by law.
- C. Scheduling the Hearing
The hearing shall, when practicable, be held within twenty (20) calendar days of the selection of the hearing officer.
- D. Continuance of Hearing
The hearing officer may continue the hearing either for convenience of the City or upon written application of the appellant, for a reasonable period from the receipt of request for extension. Written notice of the time and place of the hearing, and any continuance thereof, shall be provided to the appellant.
- E. Conduct of Hearing
Such hearing shall be conducted in accordance with the provisions of Section 11513 et seq. of the Government Code, except that the appellant and other persons may be examined as provided in Section 19580 of the Government Code, and the parties must submit all proper and competent evidence against, or in support of, the causes. The hearing officer shall determine the need for counsel and the procedures under which the hearing will be conducted. Such procedures shall comply with the state law and the provisions of this Rule. The hearing shall be closed except to necessary parties unless the appellant or employee organization requests, in writing, that the hearing be open to the general public. All witnesses, except the appellant and a City representative, shall be excluded from the open hearing process.
- F. Advisory Opinion
The opinion of the hearing officer shall be rendered within fifteen (15) calendar days of the hearing, or within a reasonable time thereafter, and shall be advisory only to the City Manager. In the event that the discipline was imposed by the City Manager, the hearing officer's opinion shall instead be advisory to the City Council, which shall make the final decision.

Nothing in these Rules shall be construed as to bind the City, City Manager or City Council, or a Court of law to any opinion of the neutral hearing officer. If subsequent court proceedings are initiated, the decision of the City Manager or City Council shall be entitled to a presumption of correctness pursuant to *Fukuda v. City of Angels* (1999) 20 Cal.4th 805.

VII. Decision - Regular Employees

- A. City Manager
The City Manager shall render a written decision within five (5) work days after receiving the advisory opinion of the hearing officer. The City

Manager's decision shall be final and conclusive and shall be the findings of the City. A copy of such decision shall be forwarded to the appellant.

B. City Council

In the event the discipline was imposed by the City Manager, the City Council shall consider the advisory opinion of the hearing officer and shall render a final and conclusive finding of the City within fifteen (15) calendar days of the receipt of the hearing officer's advisory opinion.

C. Failure of Employee to Appear at the Hearing

Failure of the employee to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the City Manager or Department Head shall be final.

D. Representation

The employee must appear in person at the hearing and may be represented by counsel or another representative. Management or confidential classifications shall not be permitted to represent another City employee or group of City employees at an appeal hearing.

E. Notice to Witnesses

The City Manager shall cause issuance of subpoenas for the appearances of witnesses for the employee upon his/her written request and at the employee's cost consistent with the requirements of Government Code sections 11450.05 et seq. The City Manager may require such cost to be prepaid and the same shall be limited to the fee and mileage of witnesses as set forth in Government Code section 11450.40. City employees will be allowed to attend as a witness without a loss in compensation.

VIII. Categories of Discipline

A. Major Discipline:

i. Reduction in Salary

The employee is placed at a lower salary step within the current salary range as a result of disciplinary action.

ii. Demotion

The employee is moved from one class to another class having a lower maximum rate of pay as a result of disciplinary action.

iii. Administrative Leave (with pay)

Employees placed on Administrative Leave from municipal service shall forfeit all rights, privileges while on such suspension with the exception of salary, and Group Health and Life Insurance benefits.

iv. Suspension

Employees suspended from municipal service shall forfeit all rights,

privileges and salary while on such suspension with the exception of Group Health and Life Insurance benefits. Employees on suspension shall make all monetary contributions to maintain benefits.

B. Minor Discipline:

i. Verbal Reprimand

Employees receiving an oral reprimand may have it noted in their departmental record by the Department Head. Oral reprimands are not subject to appeal.

ii. Written Reprimand

Employees receiving a written reprimand shall have a copy of the reprimand filed in their permanent personnel record for future reference. An employee's permanent personnel record is his/her personnel jacket maintained in the Personnel Office, except that records for non-sworn Police Department Employees may be maintained in the departmental personnel file. Employees who receive written reprimands may attach written responses or rebuttals to the reprimand which shall also become part of the employee's official personnel file. Written reprimands are not subject to appeal.

Minor Disciplinary action imposed is not subject to Chapter 11 unless specified otherwise in a memorandum of understanding applicable to the employee.

IX. Releasing Information

The City will comply with state laws regarding public disclosure of disciplinary personnel actions.

SECTION 4

4.1 GRIEVANCE PROCEDURES

I. Purpose

This grievance procedure is intended to promote improved employer-employee relations by affording employees, individually or through recognized employee organizations, a systematic means of obtaining further consideration of workplace issues within the scope of this grievance provision after every other reasonable effort has failed to resolve them. Grievances shall be heard and resolved as quickly, informally, and as near to the point of origin as possible.

II. Definition of Grievance and Matters Subject to Procedure

A "grievance" is an alleged violation or improper application of these Rules, or other official City policies or departmental rules and/or a current memorandum of understanding, affecting the status or working conditions of City employees, filed by one or more employees, or SEIU.

Any City employee, or SEIU, shall have the right to present a grievance under this Rule concerning matters for which an appeal or grievance procedure is not otherwise provided, or an appeal or grievance is not otherwise prohibited, under other official City policy or procedure.

III. Informal Grievance Procedure

An employee must first attempt to resolve a grievance or complaint through discussion with his/her immediate supervisor within fifteen (15) calendar days from the date when the grievant knew, or reasonably should have known, of the occurrence of the event giving rise to the grievance. If, after such discussion, the employee does not believe the problem has

been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate superior, if any. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision.

If the employee is not in agreement with the decision reached through such discussion, he/she shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of his/her superior or superiors. An informal grievance shall not be taken above the Department Head level.

IV. Formal Grievance Procedure

The formal grievance procedure after exhaustion of the informal grievance procedure shall proceed as follows:

A. Department Review

The grievance shall be presented in writing to the employee's Department Head who shall discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The Department Head shall render his/her decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the grievance. If the employee does not agree with the decision reached, or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance in writing to the City Manager. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute withdrawal of the grievance.

B. City Manager Review

Upon receiving the grievance, the City Manager or his/her designated representative shall discuss the grievance with the employee, his/her representative, if any, and with all other appropriate persons. The City Manager may designate a fact-finding committee or an officer not in the normal line of supervision, to advise him/her concerning the grievance. The City Manager shall render a decision in writing to the employee within twenty (20) calendar days after receiving this grievance. The decision of the City Manager shall be final.

C. Conduct of Grievance Procedure

The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned in writing.

The employee may request the assistance of another person in preparing and presenting his/her grievance at any level of review. Any City employee, other than those appointed to management and confidential classifications shall be permitted to assist another City employee or group of employees in preparing and presenting a grievance.

Employees shall be free from reprisal for using the grievance procedure.

SECTION 5

5.1 Layoffs Procedures

An employee may be terminated (laid off) under this section by the Personnel Officer for the following reasons: A shortage of work; lack of funds; material change in duties or organization; in the interest of economy; to reduce the staff of any City function or in the return of another City employee occupying the same position from a leave of absence. The order of separation due to a lay-off shall be based upon class, type of appointment and seniority.

I. Seniority List

The Personnel Officer shall establish seniority lists by classification based on employees' lengths of service in that classification. Such lists shall be established on a departmental basis.

II. Calculation of Length of Service

- A. All hours worked in the classification shall be counted toward seniority provided there has been no break in service. If there has been a break in service, seniority credits will not be granted for time served in the class prior to the break in service.
- B. All paid absences shall be included in the time in service calculations but unpaid absences shall not be included. Authorized leaves of absence shall not be considered breaks in service. Prior lay-off shall not be considered a break in service if rehired within two (2) years of such lay-off.
- C. Employees who promote from one class to another shall maintain their

seniority in the 1st class and any time served in the higher class, shall be included in length of service calculations for the lower class.

When two (2) or more employees have the same total length of service in a classification, the employee with the lowest department seniority shall be laid off; in the event there is still a tie, the employee on the later list of eligibles shall be laid off; in the event both employees are on the same list, the employee with the lower rank on that list shall be laid off.

III. Order of Separation

- A. Separation (lay-off) of employees shall be in the order in which their names appear on the seniority list for the affected class, with those persons having least seniority being the first separated, except as provided in Subparagraph C (3) below.
- B. Employees in the same class shall be separated during a reduction in force (lay-off) according to the type of appointment under which they serve, in the following sequence: Part-time, probationary, permanent.

The lay-off of employees in grant funded positions shall be guided by pertinent regulations set forth in the grant contract. If a grant does not provide guidelines for layoffs, then the lay-off employees occupying all grant funded positions shall be determined by the availability of the grant funds, except that such employees may be displaced by qualified probationary or permanent employees in the same department who are scheduled for lay-off and who have a greater number of seniority credits.

IV. Voluntary Demotion in Lieu of Lay-Off

An employee scheduled to be laid off may voluntarily demote to a lower class when a lower class has similar duties, responsibilities, and requirements as designated by the City Manager or his designee, providing the total seniority exceeds the total seniority of the employee in the lower class.

Employees may also demote to any previously held position wherein their performance had been judged to be satisfactory, so long as their seniority exceeds that of the person occupying that position.

To be considered for voluntary demotion in lieu of lay-off, an employee must notify the City Manager or his designee in writing of this election no later than seven (7) calendar days after receiving notice of lay-off.

V. Re-Employment

- A. The City Manager or his designee shall establish re-employment lists by classification and department. Such lists shall contain the names of permanent employees who were laid off or demoted in lieu of lay-off from

that class in a given department. Names shall be placed on the lists in order of their seniority in the classification, with the employee having the highest seniority in the class being at the top of the list for re-employment.

- B. Names shall remain on the list for a maximum of two (2) years after lay - off or voluntary demotion in lieu of lay-off. While any names remain on the re-employment list for a classification, any position in that classification which becomes available must be filled through the list rather than by hiring a new employee. Any remaining benefits at the time of lay -off shall be restored upon rehire.
- C. In the event that no names remain on the re-employment list for a given department and classification, the employee having the highest seniority in the class of any employee on any existing department re-employment lists for that class shall be offered the position. Employees offered positions in departments other than the one from which the employee was laid off may be required to serve a new probationary period.
- D. Any employee laid off for a period of six (6) months or longer will be required to meet City medical standards.
- E. An employee's name shall be removed from the re-employment list if the employee refuses re-appointment to a position in that classification in the department of last employment, or if the employee fails to reply to an offer of employment within ten (10) calendar days after receipt of such offer, or if after accepting said offer, fails to report for work.

SECTION 6

6.1 Conclusiveness

The provisions expressly stated in this MOU may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the SEIU and the City in a written and signed amendment to this agreement.

The City and SEIU agree that during the negotiations which resulted in this MOU each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation. Therefore, during the term of this agreement, neither the City nor the SEIU shall be obligated to meet and confer on any matter:

- I. Whether or not specifically referred to in this MOU;
- II. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
- III. Whether or not the matters were proposed and later withdrawn during negotiations.
- IV. Except that: In order to meet an emergent situation, the City may change a written policy affecting wages, hours and other terms and conditions of employment which is not specifically set forth in this MOU. The City shall notify the SEIU of its intention to so do. If the SEIU does not respond within ten (10) calendar days from the date of mailing of such notification the City shall assume that the SEIU does not wish to meet and confer on the change in policy. In an emergency, the City retains the right to take such action immediately. The SEIU will be offered the

opportunity to meet and confer as soon as practicable.

6.2 Accumulation/Vesting

The City and the SEIU agree that nothing contained in this MOU shall be interpreted as to imply or permit the accumulation or vesting of any written or unwritten employee right or privilege beyond the termination date of this MOU.

6.3 Savings Clause

If any provision of this MOU or any addendum thereto should be held to be invalid by operation of law or by a tribunal of competent jurisdiction or if compliance or enforcement of any provision should be restrained by such tribunal or the enactment of superseding rule, regulation, law or order by any governmental authority other than the City, such provision shall be immediately suspended and be of no force and effect, and the parties shall immediately begin the meet and confer process for the purpose of arriving at a mutually satisfactory replacement for such provision. Invalidation of a part or portion of this MOU shall not invalidate any remaining portions unless those remaining portions were contingent upon the operations of the invalidated provision.

6.4 Non-Discrimination Clause

Both the City and the SEIU agree that they shall not unlawfully discriminate against any employee on the basis of age, race, sex, disability/handicap, creed, color, national origin or ancestry, pregnancy, marital status, medical condition, or sexual orientation. Neither the City nor SEIU shall interfere with intimate, restrain, coerce, or discriminate against any employee because of the exercise of rights to engage or not engage in lawful SEIU activity.

6.5 Term

This MOU shall be effective for the period of July 1, 2022, through and inclusive of June 30, 2025. The provisions of this MOU shall not take effect until ratified by both the Hanford City Council and the general membership of the SEIU.

SECTION 7

7.1 New Employee Orientation

In accordance with Assembly Bill (AB) 119 and Government Code Sections 3555-3559 the Union and City agree to the following:

New Hire Orientations:

- I. During the month of December, the City shall provide the Union Representative with a list of the City's designated pay-period schedule for the following calendar year. Unless an observed holiday, all new hire orientations will take place on the first business day of the pay-period.
- II. Via email, the City shall provide the designated SEIU representative with newly hired employee information. This information will be provided within thirty (30) days of hire. The notification shall include the following:
 - a. Employee name
 - b. Job classification
 - c. Work location
 - d. Phone number
 - e. Personal email address
 - f. Home address
- III. On the day new hire orientation will take place, the City shall allow SEIU to meet with newly hired employees represented by their bargaining group for up to thirty (30) minutes between 4:00pm and 4:30pm. The City shall coordinate with SEIU to arrange a 30 minute time frame either at the start or end of the orientation. If the new employee ~~elects not~~ refuses

to attend, the City shall provide the name, phone number and email address of the Union representative to the employee.

- IV. SEIU shall provide the City with information that will be discussed at their meeting to pass on to employees upon request.

Bargaining Group List:

- I. On a quarterly basis, the City shall provide SEIU a list containing the following information:
- a. Employee name
 - b. Job classification
 - c. Work location
 - d. Phone number
 - e. Personal email address
 - f. Home address

If the City does not have all the information listed above on file, the information that the City has access to shall be provided.

- II. On a monthly basis, the City shall provide SEIU with a list of employees who are no longer represented by the bargaining group due to status change (separation, retirement, move to another bargaining group, etc.). If no changes have been made from the previous month, no information will be provided.

7.2 Bulletin Board Use

Reasonable space shall be allowed on bulletin boards for use by SEIU to communicate with their represented employees. Inappropriate, discriminatory, libelous, or offensive material will not be permitted. In addition, posted materials shall not be of a partisan political nature, nor shall it pertain to public issues that do not involve the city or its relations to city employees. A copy of the material being posted will be provided to the City Manager or designee within two (2) business days of being posted. Any material posted is subject to the review and approval of the City Manager or designee, and the City reserves the right to remove objectionable material(s).

7.32 Use of City Interoffice Mail and Email Systems

To the extent permissible under the law, SEIU may make reasonable use of the City's interoffice mail and email systems to communicate with represented employees in order to carry out union business and representation in administration of the MOU. Correspondences shall not contain political endorsements for elected officials. Should this or any other violation of City policy in place at the time of MOU ratification by the city occur, the City reserves the right to revoke this provision. Employees must adhere to Administrative Regulation 1.23 – Electronic Device Expectation of Privacy and Monitoring Policy and all information is subject to the Public Records

Act.

7.43 Union Access Rule

The Union shall be provided with reasonable access in the workplace for the purpose of meeting with bargaining group employees. Union representatives desiring access to a work location shall request prior authorization from the Department Head or his/her designee and identify the general purpose of the visit and names of the Union Representatives who request to visit. Advanced notice of at least ~~two~~ (2) one working days shall be provided directly to the Department Head with a copy to Human Resources. Upon request the City shall provide SEIU with a list of Department Head email addresses.

Union representatives are not to disrupt the work of employees in any fashion or solicit Union membership on City time. Access shall be restricted so as not to interfere with the normal operations of any Department or with established safety and security requirements. Union representatives may not utilize employee entrances and in some instances may be required to be escorted into various areas of the workspace at the discretion of the Department Head.

Paid lunches or breaks shall not be considered work time for purposes of this article.

In the event a City Department Head formally objects to Union Representatives visiting a work location, the Human Resources Manager or his/her designee, the Department Head or his/her designee and the Union will meet to resolve the issue.

7.5 Successor MOU Negotiations Release

The City shall provide paid release time for a reasonable number of employees to attend successor MOU negotiations as members of SEIU's negotiation team. Upon commencing negotiations, SEIU may provide the City with the names of two (2) alternate employees that may participate if any members are absent. If employees are working away from the location of negotiations, paid release time shall include reasonable travel to and from the negotiation meetings. The City and SEIU shall agree on the amount of reasonable release time needed for preparation of negotiations without loss of pay or benefits, but shall not include overtime.

7.6 Employee Right to Representation

Any employee represented by this agreement has the right to request a representative from the Union at an investigatory interview meeting with a supervisor or the Human Resources Department, when the employee reasonably believes they are being asked questions which may lead to their discipline. Employees are also entitled to request a union representative when attending a disciplinary appeal meeting with the City. Further, employees are entitled to request a union representative for interactive process meetings where the City and employee are discussing whether the employee is able to perform the essential functions of the job, with or without a reasonable accommodation.

Agreed upon ~~September 14, 2022~~ October XX, 2025

For the City:

/s/
Che Johnson
Partner – Liebert Cassidy Whitmore

/s/
~~Chris Tavaraz~~ Destiny Borba
~~Acting~~ Finance Director

/s/
Russ Sterling
~~Streets Manager~~ Public Works Director
Manager

/s/
Sarah Cardoza
Human Resources

For SEIU:

/s/
~~Jose Sigala~~ Mark Araiza
Labor Representative

/s/
~~Robert Anaya~~ Leandro Cano
~~Refuse Collector~~ WWTP Operator I

/s/
~~Alex Arias~~ Brian France
~~Senior Maintenance Worker~~ Utilities Maintenance Worker II
~~Compliance Officer~~ Traffic Control Technician

/s/
~~Ruth Belmonte~~ Bryan Glover

/s/
~~Timothy (Lee) Caetano~~ Michael Hernandez
~~Matthews Fleet Mechanic II~~
~~Maintenance Worker II~~ Refuse Collector

/s/
~~Eugene (Alex) Elszy~~ Khalifer

WWTP Operator II

/s/
~~Anthony Flores~~ Jeremy Stryd
~~Fleet Mechanic II~~ Senior Maintenance Worker
~~Services Technician~~

/s/
~~Donnie Hernandez~~
Landscape

/s/
~~Eileen Maness~~
Communications Dispatch Supervisor

Memorandum of Understanding

between
City of Hanford
and
Service Employees International Unit
(SEIU Local 521)



Last Revised: 10/21/2025

Term: July 1, 2025 - June 30, 2027

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SECTION 1

1.1 Preamble

The following constitutes a Memorandum of Understanding ("MOU") between the City of Hanford ("City") and Service Employees International Union, Local 521, ("SEIU") as a result of meeting and conferring in good faith concerning wages, hours and other terms and conditions of employment and the City Council action pursuant to Government Code Section 3500 et. seq. and the City's Employer - Employee Relations Policy Chapter 12, Hanford Personnel Rules and Regulations.

1.2 Recognition

Under the terms of Chapter 12 of the Merit System Rules and Regulations, the City formally recognizes the SEIU Local 521 as the recognized employee organization for the Hanford General Employees Bargaining Unit. Pursuant to Assembly Bill 1484, the City formally acknowledges and confirms that all part-time and/or extra help employees holding non-supervisory and non-management classifications that perform the same job duties as employees in the Hanford General Employees Bargaining Unit are hereby incorporated into the existing Hanford General Employees Bargaining Unit. The City and SEIU shall meet separately to discuss what articles of the current MOU shall apply to part-time/extra help employees.

The job classification of Utilities Maintenance Worker I and Utilities Maintenance Worker II shall be updated to Water Operator I and Water Operator II. It is expressly understood that aside from the negotiated wage increase no other wage adjustments will be made due to the title change

1.3 Purpose

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered herein and to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise regarding wages, hours and other terms and conditions of employment.

1.4 City Rights

Notwithstanding any provision of this agreement, nothing contained herein shall restrict or obstruct the inherent or legal rights of the City as they relate to its general legislative process. These rights include, but are not limited to:

- A. Determining the goals, objectives and mission of the City's departments, offices, committees or commissions;
- B. Establishing standards of selecting City personnel;

- C. Implementing and executing standards of continued employment with the City;
- D. Identifying the work to be performed and allocating such work to City personnel;
- E. Directing its personnel and administering discipline;
- F. Relieving its personnel from duty;
- G. Undertaking all necessary actions during emergencies;
- H. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of this MOU and City rules and regulations;
- I. Lay-off employees; and
- J. Subject to the provisions of the Meyers-Miliias-Brown Act the City reserves the right to direct employees, including scheduling and assigning work, work hours and overtime.

1.5 Maintenance of Operations

For the term of this MOU neither the SEIU nor any person acting in its behalf, will cause, authorize, engage in, nor will any of the members of the SEIU take part in a strike against the City, a work stoppage, slow down, picketing or concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, including compliance with the request of other labor organizations or bargaining units to engage in such activities. This is not to mean that the SEIU or SEIU members are waiving any rights as to protection of personal safety as they may pertain to refusal to cross the picket lines of another public employee organization on strike, or to informational picketing by employees on their own time.

SECTION 2

2.1 Wages

Year One – Four percent (4%) increase the first full pay period following ratification and formal approval by City Council.

Year Two – Four percent (4%) increase effective the first full pay period in July 2026.

Employees assigned to the position of Refuse Service Worker shall be y-rated until the wages of the position of Refuse Collector exceed their current salary range. At that time, the position of Refuse Service Worker will be abolished, and those employees will be assigned to the position of Refuse Collector.

In a prior agreement salary information was compared using data from five (5) comparable agencies (Delano, Dinuba, Merced, Madera and Visalia).

2.2 Standard Work Period

I. Traditional Schedule

The standard work day for employees shall be eight (8) hours and the standard work week shall be forty (40) hours to be worked within five (5) consecutive days.

Refuse, Wastewater Treatment Plant, Fleet, Streets, Parks, Utilities, and Police Communications Dispatch personnel may be assigned a non- standard work period.

II. Public Works Alternative Schedule

A. Parks and Streets

- i. Shift Time - 6:30 a.m. to 3:00 p.m.
- ii. Meal Time - 11:30 a.m. to 12:00 p.m.
- iii. Break Time - 9:00 a.m. & 1:30 p.m. (15 minutes)

B. Sewer, Utilities, Fleet, and Wastewater Treatment Plant

- i. Shift Time - 7:00 a.m. to 3:30 p.m.
- ii. Meal Time - 12:00 p.m. to 12:30 p.m.
- iii. Break Time - 9:30 a.m. & 2:00 p.m. (15 minutes)

A Wastewater Treatment Plant Operator schedule was implemented which does not alter the assigned non-standard work period, shift time, meal time or break times. During a two-week period, on-call operators will not be scheduled to work on Saturday, Sunday, Monday, or Tuesday prior to going on call. On-call Operators will work eight (8) hour shifts on Wednesday, Thursday, Friday, Saturday, Sunday, Monday and Tuesday, while assuming on-call duties and the remainder of the work-week assuming regular plant operations/maintenance duties. On-call operators will perform operational duties and routine lab analysis on the weekends.

C. Refuse

i. Shift Time

5:00 a.m. to 3:30 p.m. (Automated collections) - 4 day work week

5:00 a.m. to 1:30 p.m. (Rear load collections) -5 day work week

ii. Meal Time - 10:00 a.m. to 10:30 a.m.

iii. Break Time - 7:30 a.m. & 12:30 p.m. (15 minutes)

iv. Refuse Employees who complete their route early will be required to remain until the end of their scheduled shift.

D. Utility Billing Meter Readers

i. Shift Time - 7:00 a.m. to 5:00 p.m. - Monday, Tuesday, Wednesday and Thursday

8:00am to 12:00pm -Fridays

ii. Meal Time - 12:00 p.m. & 1:00 p.m.

iii. Break Time - 10 :00 a.m. & 3:00 p.m. (15 minutes)

E. On a rotational basis as determined by management, one (1) employee from Utilities, (one from water), and one (1) employee from Fleet will work 8:00 am to 5:00 pm, with a one hour lunch as close as possible to 12:00 p.m. to 1:00 p.m. The employee from Utilities will also be assigned to the stand-by shift following the 8:00 a.m. to 5:00 p.m. schedule

F. The City will retain the ability to deviate from the schedule to accommodate special projects as needed.

G. Personnel are not required to return to the Corporation Yard for their lunch hour, but may not use City vehicles during their lunch, or at any other time, for personal use.

III. Communications Dispatcher Schedule

Communication Dispatcher and Communications Dispatch Supervisor shall work an alternative work schedule, hereinafter referred to as the 3/12 plus 8 plan. The plan shall have two (2) work weeks per pay period, a 36 hour work week consisting of three (3) twelve (12) hour shifts and a 44 hour work week consisting of three twelve (12) hour shifts and one eight (8) hour shift, or a 32 hour work week consisting of two (2) twelve (12) hour shifts and one eight (8) hour shift and a 48 hour work week consisting of four (4) twelve (12) hours shifts.

The standard shift for employees working the 3/12 plus 8 plan shall be:

Day Shift: 6:00 a.m. to 6:00 p.m.

Night Shift: 6:00 p.m. to 6:00 a.m.

2.3 Overtime

I. Administration

- A. It is the policy of the City that overtime work is to be kept to the minimum consistent with protection of life, property, and the efficient operation of the departments and activities of the City and that overtime work be compensated for by time off wherever practicable. All work requiring any employee to work overtime hours must be approved by the Department Head or his/her designated representative prior to the work being performed, with the exception of emergency situations.
- B. Overtime shall commence at the time an employee reaches the place where he/she is directed to report and shall continue until he/she is relieved or the work is completed whichever is the earlier.

II. Compensation

Employees shall receive overtime compensation for hours worked in excess of eight (8) hours per day or forty (40) hours per week at time and one-half (T 1/2) their base hourly rate or time and one-half (T 1/2) compensatory time off at the discretion of the employee, except as specified below in A, B and C.

- A. Refuse Division employees assigned to the automated route shall receive pay at the rate of time and one-half (T 1/2) when such employee has worked over ten (10) hours per day or forty (40) hours within that work week.
- B. Communications Dispatchers assigned to work the alternative work schedule, hereinafter referred to as the 3/12 plus 8 plan, shall receive overtime for time worked in excess of:
 - i. one duty shift of twelve (12) hours and/or three twelve (12) hour shifts in a thirty-six (36) hour week; or
 - ii. three twelve (12) hour shifts and one eight (8) hour shift in a forty-four (44) hour week at time and one-half (T 1/2) their base hourly rate or time and one-half (T 1/2) compensatory time off, at the discretion of the Department Head.OR
 - iii. Two twelve (12) hour shifts and one eight (8) hour shift in a thirty-two (32) hour week;
or
 - iv. Four twelve (12) hour shifts in a forty-eight (48) hour week at time and one-half (T 1/2) compensatory time off and the discretion of the Department Head.
- C. Any employee called back to work from scheduled vacation shall receive compensation or compensatory time off at their discretion at the rate of time and one-half (T 1/2) for all hours worked with the minimum call back guarantees.
- D. "Hours Worked" includes all the time an employee is required to be on duty or on the employer's premises or at the prescribed work place, and all times which he/she

is permitted to work for the employer. Vacation, sick leave, or other approved leave of absence time is not considered "hours worked" and is not a part of the workweek for overtime purposes.

Holiday time (floating holiday, holiday-in-lieu and city paid holiday) and compensatory time are considered "hours worked" and is considered a part of the workweek for overtime purposes.

Due to the schedule and hours worked by Communications Dispatchers, all hours including sick, compensatory and holiday/vacation hours are counted as hours worked for the purpose of this section.

- E. In the event compensatory time off is used as the method of compensation for overtime, the balance of any banked time off will be taken no later than December 15th of each year. Compensatory time is not available for use in Pay Period 026 as any remaining balance is automatically cashed out in accordance with payroll processing procedures and FLSA requirements.

Employees may cash out in excess of (50) hours during any pay-period. There will be no caps on compensation time for this provision. The number of hours that the employee requests to cash out must be indicated by them on their timesheet. In the event the employee is denied this provision, he/she will be compensated for such time at the applicable rate of pay. Exceptions to this provision will be made only upon written authorization of the City Manager or his/her designee.

In case of disaster, state of extreme emergency or local peril, the overtime procedures herein established, shall not be in effect, and compensation procedures will be determined at that time for such conditions.

III. Training

Employees who attend training programs, meetings, lectures and similar activities outside their regular working hours shall receive overtime compensation if the training meets the following criteria:

- A. Training is approved and required by the employee's Department Head.
- B. Training is directly related to the employee's present job; and
- C. Training could not be obtained during the employee's regular working hours.

If employees on their own initiative attend independent schools outside of their regular working hours or work schedule, they shall not receive overtime compensation, even if the courses are related to their jobs.

2.4 Callback

Employees, on standby, who are called to work overtime from their regular days off or other off duty hours shall receive overtime pay for the minimum of one (1) hour at time and one-half (T

1/2) their base hourly rate, or equivalent time off at their discretion, but shall not exceed four (4) hours of pay at time and one-half (T 1/2) within any four (4) hour block of time. Overtime immediately before or following regularly scheduled working hours will not be subject to a minimum hour guarantee.

Employees not on standby, who are called back to work overtime from their regular days off or other off duty hours shall receive overtime pay for a minimum of two (2) hours at time and one-half (T 1/2) their base hourly rate, or equivalent time off at their discretion, but shall not exceed six (6) hours of pay at time and one-half (T 1/2) within any six (6) hour block of time. Overtime immediately before or following regularly scheduled working hours will not be subject to a minimum hour guarantee.

2.5 Holidays

I. Regular Holidays for Pay Purposes

The following holidays are recognized as municipal holidays for pay purposes and all regular and probationary employees shall have these days off, and shall receive eight (8) hours holiday pay per holiday except as otherwise provided:

- 1) New Year's Day, January 1
- 2) Martin Luther King Day, the third Monday in January
- 3) Washington's Birthday, the third Monday in February
- 4) Memorial Day, the last Monday in May
- 5) Independence Day, July 4
- 6) Labor Day, the first Monday in September
- 7) Veterans Day, November 11
- 8) Thanksgiving Day, the fourth Thursday in November
- 9) The day after Thanksgiving, the fourth Friday in November
- 10) Christmas Eve, December 24
- 11) Christmas Day, December 25
- 12) New Year's Eve, December 31
- 13) Every day appointed by the President of the United States or Governor of California for public feast, Thanksgiving, or holiday and as approved by the City Council.

Employees assigned to work a 4/10 schedule may utilize compensatory or vacation hours to supplement holiday hours.

Regular and probationary employees shall be credited with not more than two (2) floating holidays (16 hours total) to be taken no later than December 15th of each calendar year, at the employee's discretion, subject to staffing needs and with the approval of the department. New employees hired on or after the pay-period containing July 1st shall only receive one (1) floating holiday (8 hours total) to be taken no later than December 15th at the employee's discretion, subject to staffing needs and with the approval of the department. The floating holidays shall be capped at eight (8) hours each and can be taken in two (2) hour increments. Floating holidays do not roll over from calendar year to the next and has no cash value.

When a holiday falls on a Saturday, the preceding Friday shall be deemed the holiday in lieu of the day named. When a holiday falls on Sunday, the following Monday shall be deemed to be the holiday in-lieu of the day named.

When Christmas Eve and /or New Year's Eve falls on a Sunday, the following Monday shall be deemed to be the holiday and the Christmas Day and or New Year's Day holiday will be observed on Tuesday.

Any employee who is absent from work on the day before and/or the day after a holiday, or the Refuse make up day, shall forfeit the holiday pay unless the absence is taken as approved leave with prior notice. An unscheduled absence taken as sick leave must be accompanied by a medical note identifying the employee's inability to work.

When an observed holiday falls within the standard work week, employees assigned to the Refuse Division shall work an additional day as scheduled by the supervisor to make up for the missed collection routes. Refuse division employees shall not be required to work holidays unless Kings Waste and Recycling Authority (KWRA) is open for business.

Employees assigned to work on a holiday shall be paid for the holiday plus straight time or overtime at the rate of time and one-half (T 1/2) their base hourly rate or time and one-half (T 1/2) compensatory time off at the discretion of the employee for hours worked. Straight time or overtime will depend on the employee's work history for that week (use of vacation or sick leave unless stated otherwise in Section 2.3 Overtime).

Paid Holiday Closure

City offices (where possible) will be closed from Christmas Eve through New Year's Day. Nothing shall prevent a Department Head from requiring employees to work on a holiday. If any employee is required to work during this period when their office is closed or is not permitted to have the time off in their department due to the nature of their position, these employees shall be compensated for hours worked as outlined in Section 2.3 Overtime.

II. Holiday in Lieu Time

A. Police Employees

Police employees (except those noted in the section below) shall receive up to 112 hours of holiday time each calendar year accruing 4.308 hours per-pay period in-lieu of paid holidays. Employees may bank up to seventy (70) hours of holiday-in-lieu time. Employees may use this time at the discretion of the Department Head with due consideration of the employee's needs. Holiday time taken is deducted on an hour for hour basis. The employee is ultimately responsible for monitoring his/her/their holiday in-lieu time and will be able to request to cash out hours at their base hourly rate at time of accrual, once they have banked sixty (60) hours. An employee will be able to cash out any hours in excess of sixty (60). Holiday in-lieu time shall be recorded on the employee's timesheet and accounted for through the payroll system. If an employee should reach the maximum

accumulation cap of seventy (70) hours, holiday in-lieu hours will no longer accrue.

This section does not apply to the following classifications assigned to the Police Department: Administrative Assistant/Technician, Animal Control Technician, Community Enhancement Officer, Office Assistant I/II and Parking Control Officer. These classifications will observe the holidays as outlined in Section I.

- B. For accrued holiday in-lieu time, employees shall receive compensatory time off or pay in-lieu of compensatory time off for holiday in-lieu time as directed by the Department Head.
- C. Whenever a public feast, Thanksgiving, or holiday is appointed as provided in Section 2.5(I)(M) herein, an additional eight (8) hours in-lieu of holiday time will be accrued following the provisions of the subsection A, B, C, and D, shown above.

III. Compensation At Termination

Regular employees leaving the municipal service with accrued days in-lieu of holidays shall be paid the amount of accrued days in-lieu of holidays to the date of termination. Payments for accrued days in-lieu of holidays shall be at the employee's current rate of pay.

2.6 Vacation

I. Eligibility

Employees shall complete six (6) months continuous service before using accrued vacation leave. Employees shall not work for the City during their vacation.

Employees whose scheduled vacations are interrupted or postponed due to industrial injury shall be rescheduled after such injured employee has returned to duty. No vacation previously scheduled shall be lost due to an employee exceeding the vacation accrual during an industrial injury leave.

II. Accrual

Vacation will be accrued and credited on a bi-weekly basis at the following rates for continuous service performed in pay status:

- A. From zero (0) through five (5) years:
3.39 hours per bi-weekly pay period, 88 hours annually
- B. From six (6) through ten (10) years:
4.62 hours per bi-weekly pay period, 120 hours annually
- C. From eleven (11) through fifteen (15) years:
5.24 hours per bi-weekly pay period, 136 hours annually

- D. Sixteen (16) or more years:
6.16 hours per bi-weekly pay period, 160 hours annually

III. Limits of Accrual

Such accrual and credit for all employees may not exceed twice the employee's annual rate of accrual.

IV. Buy Back

Employees shall be able to cash out accrued vacation at an equal amount of vacation time used in the calendar year, but no more than eighty (80) hours each year.

With the exception of job-related medical leave (FMLA/CFRA), employees who are on leave, such as workers' compensation and administrative leave, shall not be able to cash out accrued vacation hours.

V. Compensation at Termination

Employees leaving the municipal service with accrued vacation leave shall be paid the amounts of accrued vacation to the date of termination at the employee's then hourly rate. Employees who terminate employment with the City and who have less than six (6) months of continuous service shall not be compensated for accrued vacation.

VI. Refuse Vacation Scheduling

The Refuse supervisor(s) shall determine how many employees will be granted vacation time off simultaneously, which may be determined based on such factors as absolute number, duty assignment, or other criteria as necessary to maintain effective operations. The Supervisors will have five (5) business days to respond to an alternative or additional vacation request.

In November/December of each year, a vacation calendar shall be circulated among the employees. The calendar shall first be given to the lead collector. He/she shall have the opportunity to schedule vacation time off for the coming year, in whole week or partial week increments, in number up to the employee's current accrual rate (if the accrual rate is three weeks per year, they may only schedule up to three weeks of vacation time, regardless of whether they have additional carry-over time or not).

The calendar shall then pass, in order of seniority, to the remaining employees who will likewise have the opportunity to schedule vacation time, in whole week or partial week increments, up to their then accrual rate. The employees shall not be allowed to schedule vacation time off during a week that has already been claimed by the maximum number established by the Supervisor(s). Once all employees have had a chance to schedule their vacation time, the annual vacation calendar shall be posted in the supervisor's office.

Employees may not schedule vacation time unless they have sufficient accrued available time at the time the request is made. Projected accruals may be used to schedule future vacation time, provided the employee will have accrued the necessary leave by the start of the requested time off. All requests are subject to supervisory approval and operational needs.

Throughout the year, employees may request alternative or additional vacation time off either in whole week or partial week increments. If the requested time off is available and the supervisor(s) determine that it is operationally feasible to grant the request, the vacation will be added to the calendar. Requests may occur at any time and need not be made within 90 days of the requested day off. Requests that occur throughout the year will be handled on a first-come, first-served basis.

No preapproved vacation will be changed once scheduled.

2.7 Sick Leave

I. Definition/Approved Sick Leave Usage:

- A. Sick leave is an absence from duty which may be granted by the employer to the employee because of an illness, injury, exposure to a contagious disease, preventative care, illness or injury of a member of the employee's immediate family requiring the employee's attendance.
- B. To attend a medical, dental, or optical appointment if such appointment cannot be scheduled outside of the employee's normal work day.
- C. To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate documentation of the need for such services:
 - a. A temporary restraining order or restraining order;
 - b. Other injunctive relief to help ensure the health, safety or welfare of the employee or their children;
 - c. To seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
 - d. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault or stalking;
 - e. To obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking;
 - f. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- D. An employee's immediate family shall consist of the employee's: Spouse or registered domestic partner, parent (including step parents), child (including step children), brother, sister, father in-law, mother in-law, brother in-law, sister in-law, aunts, uncles, employee's and spouse's grandparents, grandchildren or any person living in the same household as the employee.
- E. An employee may be granted sick leave only in case of actual illness/situation as defined above. In the event that an employee or a member of the employee's

immediate family recovers from any such illness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.

- F. Sick leave balances shall be taken in fifteen (15) minute increments.
- G. In order to receive compensation while absent on sick leave, an employee shall provide reasonable advance notice to their supervisor of their need to use sick leave if the need is foreseeable (i.e. doctor's appointment scheduled in advance). If the need for sick leave is unforeseeable, including an illness sustained while at work, the employee shall provide notice of the need for the leave to their supervisor as soon as possible, preferably within 1 hour before the time established as the beginning of the employee's work day. In the event that an employee is incapacitated because of illness or injury to the point the employee is unable to contact his/her supervisor, the employee's designated representative (i.e. family member) shall notify the supervisor at the earliest possible moment. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay or cause the employee to use other available and accrued leave.
- H. If the employee is absent on sick leave for more than 1 day, the employee shall keep the immediate supervisor informed as to the date the employee expects to return to work.
- I. Upon the oral or written request of an employee, the City shall provide paid sick days for the purposes described in previous sections. The City may request a note from a physician after an employee has been absent longer than three consecutive days or shifts, or if evidence suggests that an employee is abusing the City's sick leave policy.

To accurately track sick leave for those who meet the requirements under Federal and State laws (Family Medical Leave Act and California Family Rights Act), the City may require a physician's certification for an employee's own serious health condition or to care for an eligible family member (parent, child, spouse, domestic partner or covered service member).

- J. Employees who are on vacation at the time of death of an immediate family member as defined above shall be entitled to substitute bereavement leave for vacation time, consistent with the existing bereavement leave policy. The total period of absence from City employment (vacation and bereavement leave) shall not be extended beyond that time initially approved for vacation, without specific Department Head approval. Unused vacation shall be retained by the affected employee in accordance with the existing vacation policy.
- K. Supervisors shall have the discretion to place employees on sick leave when, in the judgment of the supervisor, the presence of the employee at work would endanger

the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's duties.

- L. The City shall not deny an employee the right to use sick leave, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use sick leave to attend to an illness or the preventative care of a family member, or for any other reason specified in sections above.

II. Sick Leave May Not Be Used For:

- A. An employee serving their initial 90 calendar days of service to the City (unless the employee was rehired within one year of separation, or sustained a work-related injury during their initial 90 days of employment).
- B. Sick leave will not be granted to any employee absent from duty during an authorized leave of absence without pay, or any other absence from duty not authorized the City.
- C. Sick leave shall not be used in lieu of or in addition to vacation, unless leave is requested for an immediate death in the family or as otherwise defined in this policy.
- D. Absence for illness/medical treatments may not be charged to sick leave yet to be accumulated.

III. Accrual, Accumulation and Separation

- A. Regular and probationary employees shall be eligible to accrue sick leave at the rate of 3.69 hours for each bi-weekly pay period.
- B. There is no limit on the amount of sick leave which can be accumulated and carried over from year to year.
- C. Sick leave will be accrued by any employee during the first 90 calendar days of employment. However, only upon the successful completion of 90 days of employment, will the employee be entitled to utilize their accrued sick leave (does not apply to employees rehired within one year of separation).
- D. Employees granted a leave of absence with pay (including military leave or other approved leave with pay) shall accrue sick leave as indicated above.
- E. Sick leave will not be accrued by an employee absent from duty after separation from service or during an authorized leave of absence without pay.
- F. Upon retirement under Public Employees Retirement System, qualifying employees may apply unused sick leave as provided under Section 20862.8 and 20965 of the Government Code.

- IV. Reimbursement/Reinstatement of Unused Sick Leave
- A. Employees leaving the municipal service shall forfeit all accumulated sick leave unless:
- a. Upon retirement under the Public Employees Retirement System, qualifying individual applies unused sick leave as provided under Section 20862.8 and 20965 of the Government Code.
 - b. The individual is re-hired by the City of Hanford within one year from the date of separation. Previously accrued and unused paid sick days shall be reinstated and the employee shall be entitled to use those previously accrued and unused paid sick days immediately and will accrue additional paid sick hours in accordance to the section above.
 - c. The employee resumes employment with the City upon release from active military duty, temporary military leave or other approved leave of absence.
- V. Abuse of Sick Leave
- A. Abuse of an employee's sick leave is defined as a claim of entitlement to sick leave when the employee does not meet the requirements as defined in Section I. If an employee is found to be abusing or misusing their sick leave time, they will be subject to disciplinary action.

2.8 Catastrophic Leave

The City of Hanford provides a Catastrophic Leave Donation Policy, as outlined in Administrative Regulation 1.34.

2.9 Bereavement Leave

Each regular employee shall be allowed to use bereavement leave not to exceed one full work week in the event of death in the employee's family. For the purpose of this section only, the employee's family shall mean the spouse, parent, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild or a close relative residing in the household of the employee. Bereavement leave dates shall be discussed with the Department Head and does not need to be consecutive. There is no limit to the number of times bereavement leave can be taken as long as it is for an employee's family member. Upon request and within thirty (30) days of the first day of leave, the employee shall provide documentation of the death of a covered family member. Documentation shall include but is not limited to: a death certificate, a published obituary, memorial service announcement or program, etc. In the event that an agreement regarding leave cannot be reached, the employee will resolve the requested leave usage with Human Resources.

2.10 Absence Without Leave

Absence without leave (no call/no show) for more than three consecutive days shall result in termination with the ability to appeal.

2.11 Tuition Assistance

Pursuant to Administrative Regulation 1.13, regular employees are eligible to receive tuition up to \$5,000 per fiscal year for courses taken to obtain a bachelor's, master's or doctoral degree only (no training/certificate course work).

2.12 [Reserved]

2.13 Mileage Reimbursement

Employees required to use their private automobile for authorized City business shall receive mileage reimbursement at the current IRS approved rate.

2.14 Uniforms and Allowances

- A. All designated employees in the Public Works and Parks and Community Services Department will be provided a safety shoe and accessories (laces, insoles, etc.) at no cost up to \$225 per person, per fiscal year. Designated employees will be required to wear a safety shoe at all times on the job. City agrees that purchases can be made with any city approved vendor agreed upon by management and employee. Employees shall retain the option to purchase additional safety shoes beyond the aforementioned allowance, at the sole expense of the employee, provided such footwear meets all safety requirements and is obtained from a City -approved vendor.
- B. The City shall supply eleven (11) sets of pants and shirts and one (1) jacket to each employee in the classifications below:
 - i. Facilities Maintenance Technician I/II;
 - ii. Custodian;
 - iii. Construction Inspector I/II;
 - iv. Lab Technician I/II;
 - v. Fleet Mechanic I/II;
 - vi. Senior Fleet Mechanic;
 - vii. Senior Custodian;
 - viii. Refuse Collector;

- ix. Refuse Service Worker;
- x. Maintenance Worker I/II;
- xi. Water Operators I/II
- xii. Senior Maintenance Worker;
- xiii. Sweeper Operator;
- xiv. Heavy Equipment Operator;
- xv. Wastewater Treatment Plant Operator;
- xvi. Senior Wastewater Treatment Plant Operator;
- xvii. Traffic Control Technician;
- xviii. Lab Attendant;
- xix. Landscape Services Technician
- xx. Shop and Parts Specialist

The City shall request from the third-party vendor that all uniforms that are in a condition such as damaged beyond repair and/or unserviceable, worn and/or soiled to an extent in which an employee's appearance reflects poorly on the City, be exchanged as quickly as possible following approval from a supervisor. Should there be a dispute regarding the supervisor's approval/denial the employee shall be able to appeal to the Department Head on the matter.

Non required items, such as City jackets, are not replaced by the City. In the case where non required items are damaged, employees may wear items purchased at their own expense, so long as the clothing is in good condition and does not cause a safety risk. Such items should generally be a solid color without logos of sports teams, political messages, etc.

- C. Exceptions to the above list include the following employee classifications:
 - i. Engineering Technicians, which will have two (2) shirts purchased; and
 - ii. Fleet Mechanics, Facilities Maintenance Technician, Sewer, and Wastewater employees will receive a coverall option in lieu of a standard set of uniforms.
- D. The City shall initially supply two (2) hats to those employees in the classifications listed above that want to wear a hat. If a hat is worn on duty, it must be a City hat or a department approved hat. Worn or soiled hats will be replaced on a hat-for-hat basis as determined by the department head.
- E. The City shall supply eleven (11) sets of pants and shirts and one (1) jacket to each employee assigned to the position of Community Enhancement Officer. In addition to that, the City shall provide the Community Enhancement Officer with a pair of boots which will be replaced at minimum on an annual basis.
- F. Communications Dispatchers, Police Service Technicians, Senior Police Records Assistants, Police Records Assistants, Property and Evidence Technicians, Fire Inspectors, Building Inspector I/II, Code Compliance Officers, Animal Control Technicians, Parking Control Officers and the Administrative Assistant and/or

Office Assistants in the Police and Fire department (unless not required to wear a uniform at the Department Head's discretion,) shall be paid an initial \$400 uniform allowance for the first year of employment. After the first year of employment, the employee is eligible for a pro-rated uniform allowance based on the number of months remaining in the fiscal year.

To qualify for allowance, an employee must (1) be employed in a full-time, designated position at the time the allowance is issued, and (2) have worked a minimum of 90 calendar days within the fiscal year. Time off on extended leave (e.g., unpaid leave, workers' compensation, or extended sick leave) shall not count toward this minimum. Allowances shall not be provided retroactively to employees who have not met these requirements. For example, if an employee has been active for only a limited period during the year (e.g., less than three months), or has not been actively working at the time the allowance is disbursed, they will not be eligible to receive the benefit for that fiscal year.

- G. Communications Dispatchers, Police Service Technicians, Senior Police Records Assistants, Police Records Assistants, Property and Evidence Technicians, Fire Inspectors, Building Inspector I/II, Code Compliance Officers, Animal Control Technicians, Parking Control Officers and the Administrative Assistant and/or Office Assistants in the Police and Fire department shall receive uniform allowances of \$800 the fiscal year paid the first full pay period in July.

2.15 Health Insurance

The City shall pay 100% of the employee-only premium for vision coverage. For dependent and family coverage, the City shall pay 60% of the total vision premium cost.

The City shall pay sixty percent (60%) of the total premium cost of all regular and probationary employees, and their dependents, who elect to take the group health and dental care benefits available to them through the current group plan.

2.16 [Reserved]

2.17 Retirement

I. "Classic" Employees

The City shall provide the 3% @ 60 retirement plan as provided under the California Public Employees (CalPERS) retirement system.

Employees will pay 100% of their share the employee's retirement contributions.

II. "PEPRA" Employees

The City shall provide 2% @ 62 retirement plan as provided under California Public Employees (CalPERS) retirement system.

Employees will pay 100% of their share the employee's retirement contribution.

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).

2.19 Dues Deduction

It is mutually agreed that the City will, during the term of this MOU deduct, without charge, dues from the pay of those employees who individually provide written authorization for such dues in

an amount certified to be current and correct by the President of the SEIU. There shall be no more than one deduction per pay period and the total of such deductions shall be remitted by the City to the SEIU. "Dues" in this context means any deduction voluntarily authorized by an SEIU member employed by the City.

2.20 Bilingual Pay

The City agrees to compensate eligible employees for utilization of their bilingual skills as determined by the City pursuant to Administrative Regulation 1.12. Eligible employees shall receive a five percent (5%) stipend for the use of their bilingual skills.

2.21 Educational Pay

Building Inspectors I/II, Combined Building Inspector and Senior Combined Building Inspector 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.

Building Inspectors I/II may also receive an additional two percent (2%) increase for a RF Residential Fire (13D) ICC Certificate and an additional three percent (3%) increase for a Commercial Fire (4 certifications required -ICC or NFPA or CAL FIRE) Certificate. The additional 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 and unlike the Certified Access Specialist premium described above will not be reported to CalPERS as pensionable income.

Combined Building Inspector and Senior Combined Building Inspector may also receive an additional three percent (3%) increase for a Commercial Fire (4 certifications required -ICC or NFPA or CAL FIRE) Certificate. The additional 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 and unlike the Certified Access Specialist premium described above will not be reported to CalPERS as pensionable income.

2.22 Special Assignment Pay

Water Certification Premium:

Water Operators who 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.

Fleet Maintenance Premium:

Employees assigned to the Fleet Maintenance Division (Fleet Mechanic I/II) who obtain and maintain an Emergency Vehicle Technician Pumps and Accessories Certificate, California Air Resource Board (CARB) Heavy Duty Inspection and Maintenance Tester Certificate or Wyo Tech 609 Certification shall receive an additional two percent (2%) of their base pay 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 receives proof of the employee's certification. This compensation shall be provided on an ongoing basis, provided the certification is maintained and remains valid. It is expressly understood that eligibility will be determined at the discretion of the Department Head, and such certifications will not be reported to CalPERS as pensionable income.

2.23 – 2.25 [Reserved]

2.26 Travel

Per City policy, the City shall pay per diem in accordance with the established IRS guidelines. No food receipts will be required for the per diem or commuter allowance. An employee whose travel time for training including drive time consists of over eleven (11) hours in a day will be given the option of an overnight stay at a major chain hotel/motel.

2.27 [Reserved]

2.28 Dispatcher Training Officer (DTO) Differential Pay

Communications Dispatchers assigned to act as a Dispatcher Training Officer shall receive five percent (5%) above their base wage during their training assignment.

2.29 Acting Pay

When an employee is temporarily assigned to a position in a higher classification (employee leaves their current position and assumes the duties and responsibilities of a higher-level classification), they shall have their base salary adjusted to the base pay for the higher classification at Step 1 or the step that provides them with a minimum of a five-percent (5%) increase commencing on the eleventh (11th) consecutive business day in a fiscal year. Designated City holidays shall count towards consecutive business days worked.

If the assignment is to a vacant position currently being recruited for, hours worked shall not exceed 960 hours in a fiscal year in compliance with Government Code 20480.

2.30 Longevity Pay

Upon completion of five (5) consecutive years of active service with the City of Hanford, employees shall receive two-point five percent (2.5%) above their base wage in recognition of longevity pay.

Upon completion of ten (10) consecutive years of active service with the City of Hanford, employees shall receive a total of five percent (5%) above their base wage in recognition of longevity pay.

Upon completion of fifteen (15) years of active service with the City of Hanford, employees shall receive a total of seven-point five percent (7.5%) above their base wage in recognition of longevity pay.

Upon completion of twenty (20) consecutive years of active service with the City of Hanford, employees shall receive a total of ten percent (10 %) above their base wage in recognition of longevity pay.

If an employee was previously full-time, transitioned to a part-time position and then was rehired to a full-time position, as long as the employee did not completely separate from employment with the City of Hanford, their previous years in a full-time position will count when calculating longevity pay. Such employees are responsible for notifying their Department Head and/or immediate supervisor in a timely manner if they believe they qualify. No retroactive pay will be provided for untimely notice.

2.31 Standby

General Employees

Employees including Senior level employees assigned to "Standby Duty" shall be compensated at \$3.00 per hour for each hour of standby duty.

Employees on standby must dress and respond to a scene within thirty (30) minutes if a call so requires. All employees shall be eligible to be placed on standby.

The persons in the Utilities, WWTP, Streets, Water and Storm Drainage (when assigned by the Superintendent) shall be provided a vehicle in which to respond to calls when necessary. Take home vehicle shall be subject to Administrative Regulation 1.04 and may not be stored outside of the City Limits.

Communications Dispatcher/Supervisor

Communications Dispatcher and Communications Dispatch Supervisors assigned to "Standby Duty" shall be compensated at \$3.00 per hour for each hour of standby duty and shall work any scheduled overtime for that day.

Employees on standby must dress and respond to their worksite within sixty (60) minutes if a call so requires. All employees shall be eligible to be placed on standby.

2.32 Shift Differential Pay

Employees shall receive an additional five percent (5%) above their base hourly rate for the entire shift if fifty-one percent (51%) or more of the employee's assigned shift falls between the hours of 6:00 p.m., and 8:00a.m. The employee's assignment does not have to be in their current job classification. If not a regular shift assignment in their current job classification the employee's supervisor shall email the Payroll Division on or before the date timesheets are due advising that the employee shall receive shift differential for a specific date(s)."

2.33 Working Out of Classification

If an employee is assigned to perform duties that are distinct, separate and normally performed by employees in a different classification (higher or lower) for more than 51% of their working hours as determined by their immediate supervisor, they shall receive a five-percent (5%) increase in their base salary commencing on the eleventh (11th) consecutive business day in a fiscal year. Designated City holidays shall count towards consecutive business days worked.

Working out of class assignment may be discontinued by the supervisor or Department Head at any time; however, an individual employee shall not be rotated in and out of a working out of classification assignment, nor shall multiple employees be rotated through such assignments to avoid providing additional compensation.

Working out of classification pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher classification.

Any working out of classification assignment shall not exceed six months in a fiscal year unless written approval is received by the City Manager.

Any employee who feels they are working out of classification and not receiving compensation for their additional duties may submit supportive documentation to their immediate supervisor and Department Head outlining a detailed listing of all duties performed and the amount of time he/she spends on those duties.

If the Department Head and immediate supervisor do not agree that the additional duties meets the criteria for working out of classification compensation, the Department Head shall render his/her decision and comments in writing within fifteen (15) days after receiving the employees request and supportive documentation.

If the employee does not agree with the decision reached, the employee may appeal their decision by presenting their supporting documents/information to the City Manager. The City Manager shall review and render a decision in writing within twenty (20) calendar days after receiving the employee's appeal. The decision of the City Manager shall be final

In compliance with Commission Regulation 1957 on Public Safety Dispatcher Verbal, Reasoning, Memory and Perceptual Abilities Assessment, employees who have successfully passed the POST Entry-Level Dispatcher Selection Test Battery (or its equivalent) shall be able to perform the duties of a Communications Dispatcher when needed. The employee shall not have to perform 51% of their working hours as a Communications Dispatcher nor will they have to work ten (10) consecutive days to be eligible for the five percent (5%) working out of classification on the eleventh (11th) day. Eligible employees shall receive an additional five percent (5%) of their base salary for each hour worked as a Communication Dispatcher. It is the employee's responsibility to appropriately note it on their timesheet for departmental review and payroll processing.

2.34 Safety Glasses

All non-clerical general unit employees may be provided one pair of prescription safety glasses through American Optical every two (2) years, at a cost not to exceed \$60. The City will replace a lens only if broken in the line of duty or upon a doctor's recommendation that the current lens presents a safety hazard. Cost of replacement shall not exceed \$60 during the two-year period. The employees are responsible for all professional service costs.

2.35 Probationary Period

All appointments shall be tentative and subject to a probationary period as outlined by Administrative Regulation 1.32 Performance Evaluations.

Communications dispatchers shall be eligible for advancement to step "B" after six (6) months of continuous service with the city.

2.36 State Disability Insurance

The City shall collaborate with SEIU to reinstate participation in the State Disability Insurance (SDI) program contingent upon SEIU's formal vote to reinstate participation and agreement to terminate its existing alternative short and long term disability coverage.

State disability insurance is provided, to all employees within this unit at the employee's cost. State disability insurance payments may be available to employees who cannot work due to sickness or injury not job related. State disability payments shall be integrated with sick leave balances. To the extent that accumulated sick leave or vacation leave is available, the employee will continue to receive a regular payroll check. State disability insurance payments received by the employee from the State shall be turned in to the City upon receipt by the employee. When such checks are received by the City, that portion of the sick leave or vacation leave used, equivalent to the dollars received from the State, shall be reimbursed to the employee's balances. At such time that the employee no longer has balances to reimburse, the employee is no longer required to submit the State disability payment to the City.

2.37 Class A and B Licenses

For all employees required to maintain Class A and B licenses, the City shall pay the difference between Class C and B and Class C and A driver's license renewals as required by the California Department of Motor Vehicles. In addition, the City will continue to pay for DMV physicals for those employees required to have a Class A or Class B driver's license.

2.38 Jury Duty

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the City all fees received for such duties other than mileage or subsistence allowance within thirty (30) days from the termination of his/her jury duty service.

2.39 Military Leave

The City provides military leave consistent with state and/or federal law.

2.40 Leave to Vote

Employees shall be granted time off with pay to vote in any general, direct primary, or presidential primary election consistent with state law. Employees desiring such time off are required to give the appropriate notice required by state law.

2.41 Life Insurance

The City pays the premium for a \$10,000 group life insurance policy for employees represented by SEIU. The City also provides employees an option to purchase additional life insurance at the employee's expense.

Effective January 1, 2023, the City will increase the City provided life insurance policy (amount to be determined).

2.42 Agency Shop

Section 3500 et seq. of the California State Government Code was enacted on September 28, 2000, providing for the implementation of agency shop. The City and the Union were unable to agree upon a negotiated agency shop provision. In conformance with Government Code Section 3500, a secret ballot election was held in the general bargaining unit of the City where a majority of those voting voted in favor of the agency shop provision. The provisions of the California State Government Code Section 3500 et seq. regarding agency shop are hereby incorporated in this MOU, and shall apply to all classifications subject to this MOU.

It is agreed that employees subject to this memorandum of understanding shall have thirty (30) days from their employment date to either join the union and pay union dues or elect to pay the service fee.

2.43 Flexible Spending and Voluntary Benefit Plan

The City agrees to provide a Section 125 plan to employees.

2.44 Union/Management Meetings

Once each quarter, the Union may request a meeting with the applicable Department Head and together or separately with the City Manager on topics other than discipline or grievances. SEIU shall prepare and distribute an agenda to all parties at least one week prior to the proposed meeting. The City may approve reasonable release time for employees to attend the Labor Management Meeting.

2.45 [Reserved]

2.46 Pregnancy Disability Leave

The City provides pregnancy disability leave consistent with state and federal law.

2.47 Family and Medical Leave

The City provides family and medical leaves of absence consistent with state and/or federal law.

2.48 Tool Allowance

Employees assigned to the position of Fleet Mechanic shall receive reimbursement of up to \$1,500 per fiscal year. Employees must show tools purchased and provide receipts to obtain reimbursement. Receipts submitted with a purchase date prior to active employment with the City will not be accepted.

2.49 Deferred Compensation

Employees are eligible to receive matched employer contributions for deferred compensation up to \$75 per pay-period.

2.50 Direct Deposit

All employees shall be subject to mandatory participation in the direct deposit of the City payroll checks. Employees shall complete a direct deposit/sign-up authorization form during their first week employed with the City of Hanford.

SECTION 3

3.1 Disciplinary Action

This section shall not apply to Reductions in Force, or reductions in pay which are part of a general plan to reduce or adjust salaries and wages.

I. Range of Disciplinary Action

The City shall strive to maintain a system of progressive discipline. However, the final Disciplinary Action imposed will be determined by the seriousness of the offense and any other factors deemed relevant by the Personnel Officer or Department Head. Nothing stated herein requires the City to impose discipline based on prior discipline or lack thereof.

II. Causes for Disciplinary Action

Causes for disciplinary action against any employee may include, but shall not be limited to, the following:

- A. Fraud in securing appointment;
- B. Neglect of duty, including failure to meet the standards of performance of the employee 's position;
- C. Insubordination, willful disobedience;
- D. Dishonesty, including falsification of City documents or records, or fraud in securing one's employment;
- E. Drunkenness or intoxication on duty;
- F. Possession, distribution, sale or use, or being under the influence of, illegal drugs while on City property or City business;
- G. Absence without leave;
- H. Conviction of a felony or any crime involving moral turpitude;
- I. Discourteous treatment of the public or other employees, including physical and verbal harm;
- J. Willful violation of safety, endangering property and/or persons;
- K. Misuse, unauthorized use, misappropriation, theft, or sabotage of City property;
- L. Inefficiency or incompetency;

- M. Violation of any of provisions of these Rules, official City policies, and/or departmental rules and regulations;
- N. Refusal to take or subscribe to any oath of affirmation which is required by law in connection with City employment;
- O. Any other acts or omissions either during or outside of duty hours which are incompatible with or unfavorable to the public service.

III. Notice of Proposed Disciplinary Action - Regular Employees

Written notice of the proposed discipline to be imposed shall be served on a regular employee personally or sent to his/her address of record by Certified Mail not less than ten (10) calendar days prior to the date of the proposed action. If served by Certified Mail, such notice shall be effective and constitute receipt by the employee upon deposit in the United States Post Office. Courtesy copies shall be provided to the union.

Such formal notice shall include the following statements:

- A. The nature of the disciplinary action;
- B. The effective date of the penalty;
- C. The causes therefore;
- D. A plain and concise description of the act or omissions upon which the causes are based;
- E. A statement informing the employee of his/her right to appeal the decision as provided in these Rules;
- F. A copy of the materials upon which the disciplinary action is based; and
- G. Whether the employee will be placed on Administrative Leave, and for what length of time.

IV. Right to Respond - Regular Employees (Skelly Meeting)

Any regular employee shall have the right to respond, with union representation, either orally or in writing, to the authority imposing disciplinary action and have the response considered prior to the discipline being imposed. Unless otherwise specified in writing by the authority proposing discipline, such a response must be made within ten (10) calendar days after receipt of the written notice of the proposed disciplinary action. Failure to respond within such period constitutes a waiver of the right to respond. However, failure to respond shall not affect the employee's right to appeal the disciplinary action as provided in this Rule. After reviewing the employee's response, if any, the authority imposing

discipline shall formally notify the employee in writing of his/her decision to dismiss, modify or impose the proposed discipline.

V. Right of Appeal - Regular Employees

Any regular employee shall have the right of appeal from any disciplinary action under this Rule. Such appeal must be filed in writing with the City Manager within five (5) working days of the date of service of the notice of such disciplinary action. Failure to file an appeal within such period constitutes a waiver of the right of appeal.

The City Manager or his/her designee shall conduct a hearing as provided in this Rule, unless otherwise provided in an applicable memorandum of understanding or required by law. Except in the case of danger to the public well-being, the employee's safety or other employees' safety, no discipline shall be imposed prior to the completion of the appeals process.

VI. Appeal Hearing and Procedures -Regular Employees

A. Hearing Officer Selection

The employee (or his/her representative) and the City, within five (5) calendar days of the filing of the appeal, shall jointly pick a hearing officer to hear the appeal. If the parties are unable to agree on a hearing officer within this time frame, the employee (or his/her representative) and the City shall jointly request a list of names of five (5) neutrals from the California State Mediation and Conciliation Service. Within five (5) calendar days after receiving the list of neutrals, the employee (or his/her representative) and the City shall select a hearing officer from that list by alternately striking names from the list. The first option to strike shall be determined by lot.

B. Cost of Hearing

The cost of the services of the Hearing Officer shall be split by the parties unless otherwise required by law.

C. Scheduling the Hearing

The hearing shall, when practicable, be held within twenty (20) calendar days of the selection of the hearing officer.

D. Continuance of Hearing

The hearing officer may continue the hearing either for convenience of the City or upon written application of the appellant, for a reasonable period from the receipt of request for extension. Written notice of the time and place of the hearing, and any continuance thereof, shall be provided to the appellant.

E. Conduct of Hearing

Such hearing shall be conducted in accordance with the provisions of Section 11513 et seq. of the Government Code, except that the appellant

and other persons may be examined as provided in Section 19580 of the Government Code, and the parties must submit all proper and competent evidence against, or in support of, the causes. The hearing officer shall determine the need for counsel and the procedures under which the hearing will be conducted. Such procedures shall comply with the state law and the provisions of this Rule. The hearing shall be closed except to necessary parties unless the appellant or employee organization requests, in writing, that the hearing be open to the general public. All witnesses, except the appellant and a City representative, shall be excluded from the open hearing process.

F. Advisory Opinion

The opinion of the hearing officer shall be rendered within fifteen (15) calendar days of the hearing, or within a reasonable time thereafter, and shall be advisory only to the City Manager. In the event that the discipline was imposed by the City Manager, the hearing officer's opinion shall instead be advisory to the City Council, which shall make the final decision.

Nothing in these Rules shall be construed as to bind the City, City Manager or City Council, or a Court of law to any opinion of the neutral hearing officer. If subsequent court proceedings are initiated, the decision of the City Manager or City Council shall be entitled to a presumption of correctness pursuant to *Fukuda v. City of Angels* (1999) 20 Cal.4th 805.

VII. Decision - Regular Employees

A. City Manager

The City Manager shall render a written decision within five (5) work days after receiving the advisory opinion of the hearing officer. The City Manager's decision shall be final and conclusive and shall be the findings of the City. A copy of such decision shall be forwarded to the appellant.

B. City Council

In the event the discipline was imposed by the City Manager, the City Council shall consider the advisory opinion of the hearing officer and shall render a final and conclusive finding of the City within fifteen (15) calendar days of the receipt of the hearing officer's advisory opinion.

C. Failure of Employee to Appear at the Hearing

Failure of the employee to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the City Manager or Department Head shall be final.

D. Representation

The employee must appear in person at the hearing and may be represented by counsel or another representative. Management or confidential classifications shall not be permitted to represent another City employee or

group of City employees at an appeal hearing.

E. Notice to Witnesses

The City Manager shall cause issuance of subpoenas for the appearances of witnesses for the employee upon his/her written request and at the employee's cost consistent with the requirements of Government Code sections 11450.05 et seq. The City Manager may require such cost to be prepaid and the same shall be limited to the fee and mileage of witnesses as set forth in Government Code section 11450.40. City employees will be allowed to attend as a witness without a loss in compensation.

VIII. Categories of Discipline

A. Major Discipline:

i. Reduction in Salary

The employee is placed at a lower salary step within the current salary range as a result of disciplinary action.

ii. Demotion

The employee is moved from one class to another class having a lower maximum rate of pay as a result of disciplinary action.

iii. Administrative Leave (with pay)

Employees placed on Administrative Leave from municipal service shall forfeit all rights, privileges while on such suspension with the exception of salary, and Group Health and Life Insurance benefits.

iv. Suspension

Employees suspended from municipal service shall forfeit all rights, privileges and salary while on such suspension with the exception of Group Health and Life Insurance benefits. Employees on suspension shall make all monetary contributions to maintain benefits.

B. Minor Discipline:

i. Verbal Reprimand

Employees receiving an oral reprimand may have it noted in their departmental record by the Department Head. Oral reprimands are not subject to appeal.

ii. Written Reprimand

Employees receiving a written reprimand shall have a copy of the reprimand filed in their permanent personnel record for future reference. An employee's permanent personnel record is his/her personnel jacket maintained in the Personnel Office, except that records for non-sworn Police Department Employees may be maintained in the departmental personnel file. Employees who

receive written reprimands may attach written responses or rebuttals to the reprimand which shall also become part of the employee's official personnel file. Written reprimands are not subject to appeal.

Minor Disciplinary action imposed is not subject to Chapter 11 unless specified otherwise in a memorandum of understanding applicable to the employee.

IX. Releasing Information

The City will comply with state laws regarding public disclosure of disciplinary personnel actions.

SECTION 4

4.1 GRIEVANCE PROCEDURES

I. Purpose

This grievance procedure is intended to promote improved employer-employee relations by affording employees, individually or through recognized employee organizations, a systematic means of obtaining further consideration of workplace issues within the scope of this grievance provision after every other reasonable effort has failed to resolve them. Grievances shall be heard and resolved as quickly, informally, and as near to the point of origin as possible.

II. Definition of Grievance and Matters Subject to Procedure

A "grievance" is an alleged violation or improper application of these Rules, or other official City policies or departmental rules and/or a current memorandum of understanding, affecting the status or working conditions of City employees, filed by one or more employees, or SEIU.

Any City employee, or SEIU, shall have the right to present a grievance under this Rule concerning matters for which an appeal or grievance procedure is not otherwise provided, or an appeal or grievance is not otherwise prohibited, under other official City policy or procedure.

III. Informal Grievance Procedure

An employee must first attempt to resolve a grievance or complaint through discussion with his/her immediate supervisor within fifteen (15) calendar days from the date when the grievant knew, or reasonably should have known, of the occurrence of the event giving rise to the grievance. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate superior, if any. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision.

If the employee is not in agreement with the decision reached through such discussion, he/she shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of his/her superior or superiors. An informal grievance shall not be taken above the Department Head level.

IV. Formal Grievance Procedure

The formal grievance procedure after exhaustion of the informal grievance procedure shall proceed as follows:

A. Department Review

The grievance shall be presented in writing to the employee's Department Head who shall discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The Department Head shall render his/her decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the

grievance. If the employee does not agree with the decision reached, or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance in writing to the City Manager. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute withdrawal of the grievance.

B. City Manager Review

Upon receiving the grievance, the City Manager or his/her designated representative shall discuss the grievance with the employee, his/her representative, if any, and with all other appropriate persons. The City Manager may designate a fact-finding committee or an officer not in the normal line of supervision, to advise him/her concerning the grievance. The City Manager shall render a decision in writing to the employee within twenty (20) calendar days after receiving this grievance. The decision of the City Manager shall be final.

C. Conduct of Grievance Procedure

The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned in writing.

The employee may request the assistance of another person in preparing and presenting his/her grievance at any level of review. Any City employee, other than those appointed to management and confidential classifications shall be permitted to assist another City employee or group of employees in preparing and presenting a grievance.

Employees shall be free from reprisal for using the grievance procedure.

SECTION 5

5.1 Layoffs Procedures

An employee may be terminated (laid off) under this section by the Personnel Officer for the following reasons: A shortage of work; lack of funds; material change in duties or organization; in the interest of economy; to reduce the staff of any City function or in the return of another City employee occupying the same position from a leave of absence. The order of separation due to a lay-off shall be based upon class, type of appointment and seniority.

I. Seniority List

The Personnel Officer shall establish seniority lists by classification based on employees' lengths of service in that classification. Such lists shall be established on a departmental basis.

II. Calculation of Length of Service

- A. All hours worked in the classification shall be counted toward seniority provided there has been no break in service. If there has been a break in service, seniority credits will not be granted for time served in the class prior to the break in service.
- B. All paid absences shall be included in the time in service calculations but unpaid absences shall not be included. Authorized leaves of absence shall not be considered breaks in service. Prior lay-off shall not be considered a break in service if rehired within two (2) years of such lay-off.
- C. Employees who promote from one class to another shall maintain their seniority in the 1st class and any time served in the higher class, shall be included in length of service calculations for the lower class.

When two (2) or more employees have the same total length of service in a classification, the employee with the lowest department seniority shall be laid off; in the event there is still a tie, the employee on the later list of eligibles shall be laid off; in the event both employees are on the same list, the employee with the lower rank on that list shall be laid off.

III. Order of Separation

- A. Separation (lay-off) of employees shall be in the order in which their names appear on the seniority list for the affected class, with those persons having least seniority being the first separated, except as provided in Subparagraph C (3) below.
- B. Employees in the same class shall be separated during a reduction in force (lay-off) according to the type of appointment under which they serve, in the following sequence: Part-time, probationary, permanent.

The lay-off of employees in grant funded positions shall be guided by pertinent regulations set forth in the grant contract. If a grant does not provide guidelines for layoffs, then the lay-off employees occupying all grant funded positions shall be determined by the availability of the grant funds, except that such employees may be displaced by qualified probationary or permanent employees in the same department who are scheduled for lay-off and who have a greater number of seniority credits.

IV. Voluntary Demotion in Lieu of Lay-Off

An employee scheduled to be laid off may voluntarily demote to a lower class when a lower class has similar duties, responsibilities, and requirements as designated by the City Manager or his designee, providing the total seniority exceeds the total seniority of the employee in the lower class.

Employees may also demote to any previously held position wherein their performance had been judged to be satisfactory, so long as their seniority exceeds that of the person occupying that position.

To be considered for voluntary demotion in lieu of lay-off, an employee must notify the City Manager or his designee in writing of this election no later than seven (7) calendar days after receiving notice of lay-off.

V. Re-Employment

- A. The City Manager or his designee shall establish re-employment lists by classification and department. Such lists shall contain the names of permanent employees who were laid off or demoted in lieu of lay-off from that class in a given department. Names shall be placed on the lists in order of their seniority in the classification, with the employee having the highest seniority in the class being at the top of the list for re-employment.
- B. Names shall remain on the list for a maximum of two (2) years after lay - off or voluntary demotion in lieu of lay-off. While any names remain on the re-employment list for a classification, any position in that classification which becomes available must be filled through the list rather than by hiring a new employee. Any remaining benefits at the time of lay -off shall be restored upon rehire.
- C. In the event that no names remain on the re-employment list for a given department and classification, the employee having the highest seniority in the class of any employee on any existing department re-employment lists for that class shall be offered the position. Employees offered positions in departments other than the one from which the employee was laid off may be required to serve a new probationary period.

- D. Any employee laid off for a period of six (6) months or longer will be required to meet City medical standards.
- E. An employee's name shall be removed from the re-employment list if the employee refuses re-appointment to a position in that classification in the department of last employment, or if the employee fails to reply to an offer of employment within ten (10) calendar days after receipt of such offer, or if after accepting said offer, fails to report for work.

SECTION 6

6.1 Conclusiveness

The provisions expressly stated in this MOU may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the SEIU and the City in a written and signed amendment to this agreement.

The City and SEIU agree that during the negotiations which resulted in this MOU each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation. Therefore, during the term of this agreement, neither the City nor the SEIU shall be obligated to meet and confer on any matter:

- I. Whether or not specifically referred to in this MOU;
- II. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
- III. Whether or not the matters were proposed and later withdrawn during negotiations.
- IV. Except that: In order to meet an emergent situation, the City may change a written policy affecting wages, hours and other terms and conditions of employment which is not specifically set forth in this MOU. The City shall notify the SEIU of its intention to so do. If the SEIU does not respond within ten (10) calendar days from the date of mailing of such notification the City shall assume that the SEIU does not wish to meet and confer on the change in policy. In an emergency, the City retains the right to take such action immediately. The SEIU will be offered the opportunity to meet and confer as soon as practicable.

6.2 Accumulation/Vesting

The City and the SEIU agree that nothing contained in this MOU shall be interpreted as to imply or permit the accumulation or vesting of any written or unwritten employee right or privilege beyond the termination date of this MOU.

6.3 Savings Clause

If any provision of this MOU or any addendum thereto should be held to be invalid by operation of law or by a tribunal of competent jurisdiction or if compliance or enforcement of any provision should be restrained by such tribunal or the enactment of superseding rule, regulation, law or order by any governmental authority other than the City, such provision shall be immediately suspended and be of no force and effect, and the parties shall immediately begin the meet and confer process for the purpose of arriving at a mutually satisfactory replacement for such provision. Invalidation of a part or portion of this MOU shall not invalidate any remaining portions unless those remaining portions were contingent upon the operations of the invalidated provision.

6.4 Non-Discrimination Clause

Both the City and the SEIU agree that they shall not unlawfully discriminate against any employee on the basis of age, race, sex, disability/handicap, creed, color, national origin or ancestry, pregnancy, marital status, medical condition, or sexual orientation. Neither the City nor SEIU shall interfere with intimate, restrain, coerce, or discriminate against any employee because of the exercise of rights to engage or not engage in lawful SEIU activity.

6.5 Term

This MOU shall be effective for the period of July 1, 2025, through and inclusive of June 30, 2027. The provisions of this MOU shall not take effect until ratified by both the Hanford City Council and the general membership of the SEIU.

SECTION 7

7.1 New Employee Orientation

In accordance with Assembly Bill (AB) 119 and Government Code Sections 3555-3559 the Union and City agree to the following:

New Hire Orientations:

- I. During the month of December, the City shall provide the Union Representative with a list of the City's designated pay-period schedule for the following calendar year. Unless an observed holiday, all new hire orientations will take place on the first business day of the pay-period.
- II. Via email, the City shall provide the designated SEIU representative with newly hired employee information. This information will be provided within thirty (30) days of hire. The notification shall include the following:
 - a. Employee name
 - b. Job classification
 - c. Work location
 - d. Phone number
 - e. Personal email address
 - f. Home address
- III. On the day new hire orientation will take place, the City shall allow SEIU to meet with newly hired employees represented by their bargaining group for up to thirty (30) minutes. The City shall coordinate with SEIU to arrange a 30-minute time frame either at the start or end of the orientation. If the new employee refuses to attend, the City shall provide the name, phone number and email address of the Union representative to the employee.
- IV. SEIU shall provide the City with information that will be discussed at their meeting to pass on to employees upon request.

Bargaining Group List:

- I. On a quarterly basis, the City shall provide SEIU a list containing the following information:
 - a. Employee name
 - b. Job classification
 - c. Work location
 - d. Phone number
 - e. Personal email address
 - f. Home address

If the City does not have all the information listed above on file, the information that the City has access to shall be provided.

- II. On a monthly basis, the City shall provide SEIU with a list of employees who are no longer represented by the bargaining group due to status change (separation, retirement, move to another bargaining group, etc.). If no changes have been made from the previous month, no information will be provided.

7.2 Bulletin Board Use

Reasonable space shall be allowed on bulletin boards for use by SEIU to communicate with their represented employees. Inappropriate, discriminatory, libelous, or offensive material will not be permitted. In addition, posted materials shall not be of a partisan political nature, nor shall it pertain to public issues that do not involve the city or its relations to city employees. A copy of the material being posted will be provided to the City Manager or designee within two (2) business days of being posted. Any material posted is subject to the review and approval of the City Manager or designee, and the City reserves the right to remove objectionable material(s).

7.3 Use of City Interoffice Mail and Email Systems

To the extent permissible under the law, SEIU may make reasonable use of the City's interoffice mail and email systems to communicate with represented employees in order to carry out union business and representation in administration of the MOU. Correspondences shall not contain political endorsements for elected officials. Should this or any other violation of City policy in place at the time of MOU ratification by the city occur, the City reserves the right to revoke this provision. Employees must adhere to Administrative Regulation 1.23 – Electronic Device Expectation of Privacy and Monitoring Policy and all information is subject to the Public Records Act.

7.4 Union Access Rule

The Union shall be provided with reasonable access in the workplace for the purpose of meeting with bargaining group employees. Union representatives desiring access to a work location shall request prior authorization from the Department Head or his/her designee and identify the general purpose of the visit and names of the Union Representatives who request to visit. Advanced notice of at least one working day shall be provided directly to the Department Head with a copy to Human Resources. Upon request the City shall provide SEIU with a list of Department Head email addresses.

Union representatives are not to disrupt the work of employees in any fashion or solicit Union membership on City time. Access shall be restricted so as not to interfere with the normal operations of any Department or with established safety and security requirements. Union representatives may not utilize employee entrances and in some instances may be required to be escorted into various areas of the workspace at the discretion of the Department Head.

Paid lunches or breaks shall not be considered work time for purposes of this article.

In the event a City Department Head formally objects to Union Representatives visiting a work location, the Human Resources Manager or his/her designee, the Department Head or his/her designee and the Union will meet to resolve the issue.

7.5 Successor MOU Negotiations Release

The City shall provide paid release time for a reasonable number of employees to attend successor MOU negotiations as members of SEIU's negotiation team. Upon commencing negotiations, SEIU may provide the City with the names of two (2) alternate employees that may participate if any members are absent. If employees are working away from the location of negotiations, paid release time shall include reasonable travel to and from the negotiation meetings. The City and SEIU shall agree on the amount of reasonable release time needed for preparation of negotiations without loss of pay or benefits, but shall not include overtime.

7.6 Employee Right to Representation

Any employee represented by this agreement has the right to request a representative from the Union at an investigatory interview meeting with a supervisor or the Human Resources Department, when the employee reasonably believes they are being asked questions which may lead to their discipline. Employees are also entitled to request a union representative when attending a disciplinary appeal meeting with the City. Further, employees are entitled to request a union representative for interactive process meetings where the City and employee are discussing whether the employee is able to perform the essential functions of the job, with or without a reasonable accommodation.

Agreed upon October 21, 2025

For the City:

_____/s/
Che Johnson
Partner – Liebert Cassidy Whitmore

_____/s/
Destiny Borba
Acting Finance Director

_____/s/
Russ Sterling
Public Works Director

_____/s/
Sarah Cardoza
Human Resources Manager

For SEIU:

_____/s/
Mark Araiza
Labor Representative

_____/s/
Brian France
Utilities Maintenance Worker II

_____/s/
Michael Hernandez
Refuse Collector

_____/s/
Jeremy Stryd
Senior Maintenance Worker

_____/s/
Leandro Cano
WWTP Operator I

_____/s/
Bryan Glover
Traffic Control Technician

_____/s/
Khalifer Matthews
Fleet Mechanic II

BARGAINING UNIT	JOB TITLE	OVERTIME	FLSA	SALARY	MONTHLY SALARY					HOURLY SALARY				
		DESIGNATION	DESIGNATION	RANGE	1/MIN	2	3	4	5/MAX	1/MIN	2	3	4	5/MAX
SEIU	Office Assistant I	3	40	44	\$3,267	\$3,431	\$3,602	\$3,782	\$3,971	18.85	19.79	20.78	21.82	22.91
SEIU	Custodian	3	40	51	\$3,503	\$3,678	\$3,862	\$4,055	\$4,258	20.21	21.22	22.28	23.39	24.56
SEIU	Office Assistant II	3	40	54	\$3,609	\$3,790	\$3,979	\$4,178	\$4,387	20.82	21.86	22.96	24.10	25.31
SEIU	Parking Control Officer	3	40	54	\$3,609	\$3,790	\$3,979	\$4,178	\$4,387	20.82	21.86	22.96	24.10	25.31
SEIU	Community Enhancement Officer	3	40	61	\$3,869	\$4,063	\$4,266	\$4,479	\$4,703	22.32	23.44	24.61	25.84	27.13
SEIU	Parks Maintenance Worker I	3	40	61	\$3,869	\$4,063	\$4,266	\$4,479	\$4,703	22.32	23.44	24.61	25.84	27.13
SEIU	Senior Custodian	3	40	61	\$3,869	\$4,063	\$4,266	\$4,479	\$4,703	22.32	23.44	24.61	25.84	27.13
SEIU	Sewer Collections Maintenance Worker I	3	40	61	\$3,869	\$4,063	\$4,266	\$4,479	\$4,703	22.32	23.44	24.61	25.84	27.13
SEIU	Storm Maintenance Worker I	3	40	61	\$3,869	\$4,063	\$4,266	\$4,479	\$4,703	22.32	23.44	24.61	25.84	27.13
SEIU	Streets Maintenance Worker I	3	40	61	\$3,869	\$4,063	\$4,266	\$4,479	\$4,703	22.32	23.44	24.61	25.84	27.13
SEIU	Police Records Assistant	3	40	62	\$3,908	\$4,104	\$4,309	\$4,524	\$4,750	22.55	23.67	24.86	26.10	27.41
SEIU	Accounting Clerk	3	40	63	\$3,947	\$4,145	\$4,352	\$4,569	\$4,798	22.77	23.91	25.11	26.36	27.68
SEIU	Community Services Officer	3	40	64	\$3,987	\$4,186	\$4,395	\$4,615	\$4,846	23.00	24.15	25.36	26.63	27.96
SEIU	Development Services Assistant	3	40	64	\$3,987	\$4,186	\$4,395	\$4,615	\$4,846	23.00	24.15	25.36	26.63	27.96
SEIU	Meter Reader	3	40	64	\$3,987	\$4,186	\$4,395	\$4,615	\$4,846	23.00	24.15	25.36	26.63	27.96
SEIU	WWTP/OIT	3	40	64	\$3,987	\$4,186	\$4,395	\$4,615	\$4,846	23.00	24.15	25.36	26.63	27.96
SEIU	Facilities Maintenance Technician I	3	40	66	\$4,067	\$4,270	\$4,484	\$4,708	\$4,943	23.46	24.64	25.87	27.16	28.52
SEIU	Animal Control Officer	3	40	69	\$4,190	\$4,400	\$4,620	\$4,850	\$5,093	24.17	25.38	26.65	27.98	29.38
SEIU	Property and Evidence Technician	3	40	69	\$4,190	\$4,400	\$4,620	\$4,850	\$5,093	24.17	25.38	26.65	27.98	29.38
SEIU	Refuse Collector	3	40	70	\$4,232	\$4,444	\$4,666	\$4,899	\$5,144	24.42	25.64	26.92	28.26	29.68
SEIU	Parks Maintenance Worker II	3	40	71	\$4,274	\$4,488	\$4,712	\$4,948	\$5,195	24.66	25.89	27.19	28.55	29.97
SEIU	Sewer Collections Maintenance Worker II	3	40	71	\$4,274	\$4,488	\$4,712	\$4,948	\$5,195	24.66	25.89	27.19	28.55	29.97
SEIU	Storm Maintenance Worker II	3	40	71	\$4,274	\$4,488	\$4,712	\$4,948	\$5,195	24.66	25.89	27.19	28.55	29.97
SEIU	Streets Maintenance Worker II	3	40	71	\$4,274	\$4,488	\$4,712	\$4,948	\$5,195	24.66	25.89	27.19	28.55	29.97
SEIU	Water Operator I	3	40	71	\$4,274	\$4,488	\$4,712	\$4,948	\$5,195	24.66	25.89	27.19	28.55	29.97
SEIU	Fleet Mechanic I	3	40	72	\$4,317	\$4,533	\$4,759	\$4,997	\$5,247	24.91	26.15	27.46	28.83	30.27
SEIU	Senior Police Records Assistant	3	40	72	\$4,317	\$4,533	\$4,759	\$4,997	\$5,247	24.91	26.15	27.46	28.83	30.27
SEIU	Administrative Assistant	3	40	73	\$4,360	\$4,578	\$4,807	\$5,047	\$5,300	25.15	26.41	27.73	29.12	30.58

SEIU	Senior Meter Reader	3	40	74	\$4,404	\$4,624	\$4,855	\$5,098	\$5,353	25.41	26.68	28.01	29.41	30.88	Y-rated
SEIU	Facilities Maintenance Technician II	3	40	76	\$4,492	\$4,717	\$4,953	\$5,200	\$5,460	25.92	27.21	28.57	30.00	31.50	
SEIU	Heavy Equipment Operator	3	40	76	\$4,492	\$4,717	\$4,953	\$5,200	\$5,460	25.92	27.21	28.57	30.00	31.50	
SEIU	Refuse Service Worker	3	40	76	\$4,492	\$4,717	\$4,953	\$5,200	\$5,460	25.92	27.21	28.57	30.00	31.50	
SEIU	Shop and Parts Specialist	3	40	77	\$4,537	\$4,764	\$5,002	\$5,252	\$5,515	26.18	27.49	28.86	30.30	31.82	
SEIU	Communications Dispatcher	3	40	79	\$4,628	\$4,860	\$5,103	\$5,358	\$5,626	26.70	28.04	29.44	30.91	32.46	
SEIU	Development Services Technician	3	40	79	\$4,628	\$4,860	\$5,103	\$5,358	\$5,626	26.70	28.04	29.44	30.91	32.46	
SEIU	WWTP Operator I	3	40	79	\$4,628	\$4,860	\$5,103	\$5,358	\$5,626	26.70	28.04	29.44	30.91	32.46	
SEIU	Engineering Technician I	3	40	81	\$4,721	\$4,958	\$5,205	\$5,466	\$5,739	27.24	28.60	30.03	31.53	33.11	
SEIU	Landscape Services Technician	3	40	81	\$4,721	\$4,958	\$5,205	\$5,466	\$5,739	27.24	28.60	30.03	31.53	33.11	
SEIU	Senior Maintenance Worker	3	40	81	\$4,721	\$4,958	\$5,205	\$5,466	\$5,739	27.24	28.60	30.03	31.53	33.11	
SEIU	Water Operator II	3	40	81	\$4,721	\$4,958	\$5,205	\$5,466	\$5,739	27.24	28.60	30.03	31.53	33.11	
SEIU	Fleet Mechanic II	3	40	82	\$4,769	\$5,007	\$5,257	\$5,520	\$5,796	27.51	28.89	30.33	31.85	33.44	
SEIU	Administrative Technician	3	40	83	\$4,816	\$5,057	\$5,310	\$5,576	\$5,854	27.79	29.18	30.63	32.17	33.77	
SEIU	Community Development Technician	3	40	83	\$4,816	\$5,057	\$5,310	\$5,576	\$5,854	27.79	29.18	30.63	32.17	33.77	
SEIU	Housing Program Specialist	3	40	83	\$4,816	\$5,057	\$5,310	\$5,576	\$5,854	27.79	29.18	30.63	32.17	33.77	
SEIU	Water Conservation Technician	3	40	83	\$4,816	\$5,057	\$5,310	\$5,576	\$5,854	27.79	29.18	30.63	32.17	33.77	
SEIU	Recreation Coordinator	3	40	85	\$4,913	\$5,159	\$5,417	\$5,688	\$5,972	28.35	29.76	31.25	32.81	34.45	
SEIU	Senior Refuse Collector	3	40	85	\$4,913	\$5,159	\$5,417	\$5,688	\$5,972	28.35	29.76	31.25	32.81	34.45	
SEIU	Sports Coordinator	3	40	85	\$4,913	\$5,159	\$5,417	\$5,688	\$5,972	28.35	29.76	31.25	32.81	34.45	
SEIU	Computer Technician	3	40	86	\$4,962	\$5,210	\$5,471	\$5,744	\$6,032	28.63	30.06	31.56	33.14	34.80	
SEIU	WWTP Operator II	3	40	89	\$5,113	\$5,368	\$5,637	\$5,919	\$6,214	29.50	30.97	32.52	34.15	35.85	
SEIU	Construction Inspector I	3	40	91	\$5,215	\$5,476	\$5,750	\$6,037	\$6,339	30.09	31.59	33.17	34.83	36.57	
SEIU	Engineering Technician II	3	40	91	\$5,215	\$5,476	\$5,750	\$6,037	\$6,339	30.09	31.59	33.17	34.83	36.57	
SEIU	Senior Utilities Maintenance Worker	3	40	91	\$5,215	\$5,476	\$5,750	\$6,037	\$6,339	30.09	31.59	33.17	34.83	36.57	
SEIU	Recycling Coordinator	3	40	92	\$5,268	\$5,531	\$5,807	\$6,098	\$6,403	30.39	31.91	33.50	35.18	36.94	
SEIU	Senior Fleet Mechanic	3	40	92	\$5,268	\$5,531	\$5,807	\$6,098	\$6,403	30.39	31.91	33.50	35.18	36.94	
SEIU	Building Inspector I	3	40	93	\$5,320	\$5,586	\$5,866	\$6,159	\$6,467	30.69	32.23	33.84	35.53	37.31	
SEIU	Code Compliance Officer	3	40	93	\$5,320	\$5,586	\$5,866	\$6,159	\$6,467	30.69	32.23	33.84	35.53	37.31	
SEIU	Senior Facility/Building Maintenance Technician	3	40	96	\$5,481	\$5,756	\$6,043	\$6,345	\$6,663	31.62	33.20	34.87	36.61	38.44	

SEIU	Traffic Control Technician	3	40	96	\$5,481	\$5,756	\$6,043	\$6,345	\$6,663	31.62	33.20	34.87	36.61	38.44
SEIU	Senior Communications Dispatcher	3	40	100	\$5,704	\$5,989	\$6,289	\$6,603	\$6,933	32.91	34.55	36.28	38.09	40.00
SEIU	Construction Inspector II	3	40	101	\$5,761	\$6,049	\$6,352	\$6,669	\$7,003	33.24	34.90	36.64	38.48	40.40
SEIU	Building Inspector II	3	40	103	\$5,877	\$6,171	\$6,479	\$6,803	\$7,143	33.90	35.60	37.38	39.25	41.21
SEIU	Assistant Planner	3	40	104	\$5,936	\$6,232	\$6,544	\$6,871	\$7,215	34.24	35.96	37.75	39.64	41.62
SEIU	Construction Coordinator/Inspector	3	40	111	\$6,364	\$6,682	\$7,016	\$7,367	\$7,735	36.71	38.55	40.48	42.50	44.63
SEIU	Combined Building Inspector	3	40	113	\$6,492	\$6,816	\$7,157	\$7,515	\$7,891	37.45	39.32	41.29	43.36	45.52
SEIU	Senior Combined Building Inspector	3	40	123	\$7,171	\$7,529	\$7,906	\$8,301	\$8,716	41.37	43.44	45.61	47.89	50.29

Salary increase effective 10-27-2025 per bargaining group agreement

Amended Utilities Maintenance Worker I/II to Water Operator I/II

Y-rate Refuse Service Worker



AGENDA STAFF REPORT

MEETING DATE: 10/21/2025

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of the purchase of two (2) 2026 Ford F-250 trucks and related upfitting from Keller Ford of Hanford, CA in the total amount of \$120,000 fully funded by Measure H.

RECOMMENDATION:

Recommendation:

That the City Council, by motion, approve the purchase of two (2) 2026 Ford F-250 trucks and related upfitting from Keller Ford of Hanford, CA in the total amount of \$120,000 fully funded by Measure H.

Recommended Motion:

I move to approve the purchase of two (2) 2026 Ford F-250 trucks and related upfitting from Keller Ford of Hanford, CA in the total amount of \$120,000 fully funded by Measure H.

BACKGROUND:

In 2024, the citizens of Hanford approved Measure H. Included in Measure H is a defined expenditure plan, dictating how and where funds are to be spent. Within the expenditure plan, it calls for an increase in Parks staffing by two employees along with the purchase of support equipment/vehicles. In this case, two (2) Ford F-250 trucks, with utility beds. The purchase of these two (2) trucks will provide the support needed for the daily activities of the recently hired employees.

Fleet staff sourced quotes from Keller Ford, Future Ford and National Auto Fleet Group. After careful review of each quote, it was determined that Keller Ford of Hanford, CA was the lowest bid at \$60,000 per unit, including utility body.

FISCAL IMPACT:

Measure H budgeted for \$120,000 for the purchase of two (2) trucks and can fully support this purchase.

ATTACHMENTS:

1. Keller Ford Quote (Selected)
2. National Auto Fleet Quote
3. Future Ford Quote



1073 W. Cadillac Lane • Hanford, CA 93230

(559) 584-5531 • www.kellerdeal.com

10-2-25

SELLING PRICE..... \$55386.83
SALES TAX..... 4,569.42
TIRE FEE..... 8.75
DMV FEES 35.00

TOTAL..... \$60,000.00 *

* QUOTE INCLUDES SCELZI BODY, HITCH, PLUG, RACK & POLY UREA LINER *

*** BUYER ***

CITY OF HANFORD
315 N. DOUTY ST
HANFORD, CA.93230
(559) 585-2554

*** PURCHASE ***

STOCK# TBD
VIN# TBD
YEAR: 2026
MAKE: FORD
MODEL: F250 REG. CAB
COLOR: WHITE
TRIM: VINYL
ODOMETER: TBD

CHRIS HILL


FLEET MANAGER



Vehicle: [Fleet] 2026 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box

MSRP:\$45,675.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Spllt Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.8L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift-G 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
F2A	[Fleet] 2026 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box	\$45,675.00
OPTIONS		
153	Front License Plate Bracket	\$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
51X	Spare Wheel & Tire Delete	(\$85.00)
600A	Order Code 600A	\$0.00
63R	Heavy-Service Package for Pickup Box Delete	\$125.00
66D	Pickup Box Delete	(\$625.00)
66S	Upfitter Switches (6)	\$250.00
67D	190 Amp Alternator	\$0.00
67H	Heavy-Service Front Suspension Package	\$125.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TD8	Tires: LT245/75Rx17E BSW A/S	\$0.00
X37	3.73 Axle Ratio	\$0.00
Z1	Oxford White	\$0.00
—	GVWR: 9,900 lbs	Inc.
—	Fleet Advertising Credit	\$0.00
SUBTOTAL		\$45,465.00

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Data Version: 26622. Data Updated: Oct 1, 2025 6:46:00 PM PDT.



Vehicle: [Fleet] 2026 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (Complete)

Adjustments Total	\$0.00
Destination Charge	\$2,595.00
TOTAL PRICE	\$48,060.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 26622. Data Updated: Oct 1, 2025 6:46:00 PM PDT.

Oct 2, 2025

Page 3



2286 E. Date Ave.
Fresno, CA 93706
Phone: 559-237-5541
Fax: 559-237-5554
www.SEINC.com

Quotation

302540

Date: 8/14/2025, 8:34:31 AM

User: Leibold, Nicole

Bill To: KELLER FORD
End User: CITY OF HANFORD
Attn: HILL, CHRIS
1073 W. CADILLAC LANE
HANFORD, CA 93270
559-582-1000

Ship To: Fresno Will Call
End User: CITY OF HANFORD
Attn: Scelzi Enterprises
2664 S Cherry Ave.
Fresno, CA 93706

Quote Date: 07/15/2025	Salesman: Carpenter, Glenn
Expiration Date: 08/14/2025	Ship Via: WILL CALL, Fresno, CA - Sales Office (Will Call)
Sales Tax Fresno* @ 8.350%	Terms: Net 10
PO Number:	

Notes:

MOUNT IN FRESNO
PAINT BODY WHITE
MID-SHIP FUEL TANK

[QUOTE FOR (1) ORDER FOR (2)]

Qty	Part Number	Description	Total	Tax
1	CUSTOMER TRUCK	REG CAB - SRW - GAS - WHITE - 56"CA	\$0.00	
1	SB-98-79-49-33-V	1EA - ALL LIGHTS L.E.D. 1EA - POLYUREA BED FLOOR, BACKWRAPPERS, FRONT BULKHEAD AND INSIDE OF FOLD DOWN TAILGATE		

Quotation

302540

Date: 8/14/2025, 8:34:31 AM

User: Leibold, Nicole

1 BUMPER SIG - 6"	6" DIAMOND PLATE STEP BUMPER POWDER COATED GRAY	\$0.00
	1EA - USE FACTORY HITCH	
	1EA - 7 PRONG FLAT RV PLUG #12707	
	1EA - 6 PIN ROUND PLUG #1235	
	1EA - INSTALL FACTORY REAR VIEW CAMERA	
1 LADDER RACK - 2x3x120	2" X 3" X .120 WALL NON-FORKLIFT ACCESS - POWDER COATED WHITE	\$0.00
	1EA - ROTATING BEACON MOUNT ON DRIVER SIDE JUST BEHIND AND ABOVE CAB ON LADDER RACK WIRED TO A LABELED SWITCH IN DASH	
1 HAZ MAT - HWD FEE	HAZARDOUS WASTE DISPOSAL FEE	
1 WEIGHT CERTIFICATE	WEIGHT CERTIFICATE OF COMPLETED UNIT	
1 WILL CALL	CUSTOMER TO PICK UP COMPLETED UNIT IN FRESNO, CA	\$0.00

Sub Total

Sales Tax \$0.00

Total

DISCLAIMERS

TERMS: Standard terms are Net 10 Days, any deviations need to be in writing before production

CHASSIS: Scelzi Enterprises, Inc. is not responsible for flashing or modification of any chassis modules due to the installation of a body
Including but not limited to camera installation, erratic turn signal operation, etc

CHANGES: Each change after quote is accepted will constitute a \$500.00 fee in addition to the cost of the change
No changes will be made to orders 2 weeks prior to production start date

DRAWINGS: Any changes to drawings after acceptance and 2 weeks prior to production start date will constitute a \$500.00 fee or more at \$150.00 per hour
No changes will be made to drawings 2 weeks prior to production start date

PAINT: Scelzi Enterprises, Inc. does not guarantee a perfect color match due to inconsistencies in factory paints and procedures

THIS WORK AUTHORIZED BY

Payment in full on completion of job if credit arrangements have not been made in advance

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

DATE

Estimate
Prepared By: Leibold, Nicole

Sales Rep: Carpenter,
Glenn



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/30/2025

Quote ID: **32630**

Order Cut Off Date: **TBA**

Mr Glen Weaver
City Of Hanford
315 N. Douty
Hanford, CA 93230

Dear Glen,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. **Two (2) New/ Unused 2026 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box 142" WB, w/Scelzi #303029;** delivered to your specified location, each for:

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	\$48,525.00	\$47,504.70	2.103 %	\$95,009.40	\$2,040.60
Scelzi #303029		\$17,095.10		\$34,190.20	
Tax (8.2500 %)		\$5,329.48		\$10,658.96	
Tire fee		\$8.75		\$17.50	
Total		\$69,938.03		\$139,876.06	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Yesenia Covarrubias
Fleet Department Account Manager
yesenia@watsonvillefleetgroup.com
(626) 457-5590



GMC

2026 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 620



Client Proposal

Prepared by:
Carlos Rodriguez
Office: 559-291-2581
Date: 07/17/2025



Future Ford of Clovis | 920 W. Shaw Ave., Clovis, California, 936123202
Office: 559-291-2581 | Fax: 559-291-2193



Prepared by: Carlos Rodriguez
07/17/2025

Future Ford of Clovis | 920 W. Shaw Ave. Clovis California | 936123202

2026 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 620

Selected Equip & Specs (cont'd)

• Manual climate control • Cabin air filter • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Urethane steering wheel • Manual tilting steering wheel • Manual telescopic steering wheel

Seats and Trim

• Seating capacity: 3 • 40-20-40 split-bench front seat • Driver seat with 4-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Split-bench front seat • Front seat center armrest • Front seat armrest storage • Manual reclining driver seat • Manual driver seat fore/aft control • Manual reclining passenger seat • Manual passenger seat fore/aft control • Manual driver seat lumbar • **Cloth front seat upholstery**

Entertainment Features

• 2 total number of 1st row displays • 8 inch primary display • Primary touchscreen display • AM/FM stereo radio • AM/FM • In-vehicle audio • AM radio • FM radio • Seek scan • SYNC 4 external memory control • Standard grade speakers • Speakers number: 4 • Steering wheel mounted audio controls • SYNC 4 voice activated audio controls • Speed sensitive volume • Bluetooth wireless audio streaming • Fixed audio antenna

Lighting, Visibility and Instrumentation

• Digital/analog instrumentation display • Configurable instrumentation gauges • Trip odometer • Digital clock • Compass • Exterior temperature display • Driver information center • Tachometer • Oil pressure gauge • Engine/electric motor temperature gauge • Transmission fluid temperature gauge • Engine hour meter • Gauge cluster display size (inches): 4.20 • Light tinted windows • Reflector headlights • Halogen headlights • Auto on/off headlight control • Multiple enclosed headlights • Delay-off headlights • DRL preference setting • Variable intermittent front windshield wipers • Illuminated entry • Front reading lights • Variable instrument panel light • Daytime running lights • High mounted center stop light • Remote activated perimeter approach lighting • Fade interior courtesy lights • Pickup box cargo light

Technology and Telematics

• SYNC 4 911 Assist emergency SOS system via mobile device • SYNC 4 handsfree wireless device connectivity • Smart device wireless mirroring • Ford App mobile app access • FordPass Connect 5G mobile hotspot internet access • 2 USB ports

Safety and Security

• Driver front impact airbag • Seat mounted side impact driver airbag • Safety Canopy System curtain first-row overhead airbags • Cancellable front passenger air bag • Seat mounted side impact front passenger airbag • 6 airbags • Front height adjustable seatbelts • SecuriLock immobilizer • Ford Security Package (1-year included with activation) security system • Remote panic alarm • AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Dimensions

General Weights

Curb weight	5,697 lbs.	Rear curb weight	2,424 lbs.
• GVWR	9,900 lbs.	• Payload	4,168 lbs.

Trailer Weights

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Carlos Rodriguez
07/17/2025

Future Ford of Clovis | 920 W. Shaw Ave. Clovis California | 936123202

2026 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 620

Selected Equip & Specs (cont'd)

Engine	6.8L V-8 variable valve control, engine with 405HP	Valves per cylinder	2
Engine cylinders	V-8	Injection type	sequential MPI
Engine location	Front mounted engine	Ignition	Spark ignition system
Engine mounting direction	Longitudinal mounted engine	Engine block material	Iron engine block
Cylinder head material	Aluminum cylinder head		
Engine Specs			
Displacement	6.8L	cc	415 cu.in.
Bore	4.22"	Stroke	3.68"
Compression ratio	10.8	SAEJ1349	AUG2004 compliant
Engine Power			
Horsepower	405 HP@5000 RPM	Torque	445 lb.-ft.@4000 RPM
Alternator			
* Alternator amps	190A	* Alternator type	Heavy-duty alternator
Battery			
Battery amps	68Ah	Battery type	HD lead acid battery
Battery rating	750CCA	Battery run down protection	Battery run down protection
Engine Extras			
Radiator	Radiator		
Transmission			
Transmission	TorqShift 10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.696	Second gear ratio	2.985
Third gear ratio	2.146	Fourth gear ratio	1.769
Fifth gear ratio	1.52	Sixth gear ratio	1.275
Reverse gear ratio	4.866	Seventh gear ratio	1
Eighth gear ratio	0.854	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler		
Drive Type			
Drive type	Rear-wheel drive		
Drivetrain			
Axle ratio	3.73		

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07/17/2025

Future Ford of Clovis | 920 W. Shaw Ave. Clovis California | 936123202

2026 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 620

Selected Equip & Specs (cont'd)

* HD front springs	Heavy-duty front springs	Springs front	Front coil springs
<i>Rear Spring</i>			
Springs rear	Rear leaf springs	Rear springs	Heavy-duty rear springs
* Auxiliary rear spring	Leaf auxiliary rear spring		
<i>Rear Suspension</i>			
* Rear anti-roll	Rear anti-roll bar	Suspension type rear	Leaf spring rear suspension
Suspension ride type rear	Rigid axle rear suspension		
<i>Steering</i>			
Steering	Hydraulic power-assist steering system	Steering type	Re-circulating ball steering
Steering type number of wheels	2-wheel steering system		

Exterior

<i>Front Wheels</i>			
Front wheels diameter	17"	Front wheels width	7.5"
<i>Rear Wheels</i>			
Rear wheels diameter	17"	Rear wheels width	7.5"
<i>Front And Rear Wheels</i>			
Appearance	argent	Material	steel
<i>Front Tires</i>			
Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	245mm	Front wheel - RPM	649
<i>Rear Tires</i>			
Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	245mm	Rear wheel - RPM	649

Body Exterior

<i>Trailer</i>			
Towing class	Class V tow rating	Towing hitch	Trailer hitch
Towing trailer sway	Trailer sway control		
<i>Exterior Features</i>			
Number of doors	2 doors	* Running boards	Running boards

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07/17/2025

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Price Level: 620

Selected Equip & Specs (cont'd)

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Number of beverage holders	6 beverage holders	Beverage holders	Front beverage holders
Glove box	Illuminated locking glove box	Illuminated glove box	Illuminated glove box
Instrument panel storage bin	Instrument panel covered	Dashboard storage	Dashboard storage

Windows Feature

One-touch up window touch up windows	Driver and passenger one-touch up windows	One-touch down window touch down windows	Driver and passenger one-touch down windows
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Miscellaneous

Trip computer	Trip computer	PRND in IP	PRND in IP
• Upfitter switches	Upfitter switches	Accessory power	Retained accessory power
Over the air updates	Over the air updates		

Comfort

Climate Control

Climate control	Manual climate control	Cabin air filter	Cabin air filter
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Headliner

Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
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Floor Trim

Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage
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Steering Wheel

Steering wheel material	Urethane steering wheel	Steering wheel telescopic wheel	Manual telescopic steering wheel
Steering wheel tilt	Manual tilting steering wheel		

Seats and Trim

Seat Capacity

Seating capacity 3

Front Seats

Front seat type	Split-bench front seat	Driver seat direction controls	Driver seat with 4-way directional controls
Driver seat fore/aft control	Manual driver seat fore/aft control	Passenger seat direction controls	Front passenger seat with 4-way directional controls
Split front seats	40-20-40 split-bench front seat	Reclining passenger seat	Manual reclining passenger seat

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Price Level: 620

Selected Equip & Specs (cont'd)

Clock	Digital clock	Compass	Compass
Instrumentation Gauges			
Tachometer	Tachometer	Oil pressure gauge	Oil pressure gauge
Transmission temperature gauge	Transmission fluid temperature gauge	Engine/electric motor temperature gauge	Engine/electric motor temperature gauge
Gauge cluster display size (inches)	4.20	Engine hour meter	Engine hour meter
Instrumentation Warnings			
Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low brake fluid warning	Low brake fluid warning
Battery charge warning	Battery charge warning	Headlights on reminder	Headlights on reminder
Key in vehicle warning	Key in vehicle warning	Door ajar warning	Door ajar warning
Service interval warning	Service interval indicator	Low tire pressure warning	Tire specific low air pressure warning
Glass			
Tinted windows	Light tinted windows		
Headlights			
Headlights	Halogen headlights	Headlight type	Reflector headlights
Auto headlights	Auto on/off headlight control	Multiple headlights	Multiple enclosed headlights
Delay off headlights	Delay-off headlights	DRL preference setting	DRL preference setting
Front Windshield			
Wipers	Variable intermittent front windshield wipers		
Interior Lighting			
Illuminated entry	Illuminated entry	Variable panel light	Variable instrument panel light
Front reading lights	Front reading lights		
Lights			
Running lights	Daytime running lights	Interior courtesy lights	Fade interior courtesy lights
High mount stop light	High mounted center stop light	Pickup box cargo light	Pickup box cargo light
Perimeter approach lighting	Remote activated perimeter approach lighting		
Technology and Telematics			
Connectivity			
Handsfree connectivity	SYNC 4 handsfree wireless device	Smart device integration mirroring	Smart device wireless
Emergency SOS	SYNC 4 911 Assist emergency SOS system via mobile device		
Internet Access			

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Price Level: 620

Warranty

Standard Warranty

Basic Warranty

Basic warranty

36 months/36,000 miles

Powertrain Warranty

Powertrain warranty

60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty

60 months/unlimited

Roadside Assistance Warranty

Roadside warranty

60 months/60,000 miles

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Price Level: 620

Vehicle Dimension and Performance Summary (cont'd)

Payload	4,168 lbs
Useable Payload	3,718 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

The selection of 66D Pickup Box Delete adjusts the curb weight, but does not modify the payload. For payload information, contact your upfitter (final stage manufacture) or review the Body Builder Advisory Service (BBAS) website (www.fordbbas.com).

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Future Ford of Clovis | 920 W. Shaw Ave. Clovis California | 936123202

2026 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 620

As Configured Vehicle (cont'd)

Description	MSRP
Other Options	
142" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/MP3 Player	Included
<i>Includes 4 speakers.</i>	
<i>Includes:</i>	
- Ford Connectivity Package (1-Year Included)	
<i>Includes unlimited Wi-Fi hotspot. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.</i>	
- SYNC 4	
<i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	
Pickup Box Delete	-\$625.00
<i>Includes rear view camera and prep kit. Deletes tailgate, tie down hooks, rearview camera and 7/4 pin connector. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford incomplete vehicle manual and the Ford truck body builder's layout book (and applicable supplements).</i>	
<i>Includes:</i>	
- Rear Bumper Delete	
- Spare Tire, Wheel, Jack & Tire Carrier Delete	
- GVWR: 9,900 lbs	
<i>The selection of 66D Pickup Box Delete adjusts the curb weight, but does not modify the payload. For payload information, contact your upfitter (final stage manufacture) or review the Body Builder Advisory Service (BBAS) website (www.fordbbas.com).</i>	
Heavy-Service Front Suspension Package	\$125.00
<i>Includes heavy-service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment). Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR). Note 1: Vehicle ride height will increase with the addition of this package. Note 2: May result in deterioration of ride quality when vehicle is not equipped with front end utility attachment.</i>	
Heavy-Service Package for Pickup Box Delete	\$125.00
<i>Note: salesperson's source book or Ford RV trailer towing guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability.</i>	
<i>Includes:</i>	
- Heavy-Service Front Springs	
<i>200 lbs. upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment.</i>	
- Rear Stabilizer Bar & Auxiliary Springs	
190 Amp Alternator	N/C
Platform Running Boards	\$320.00
Upfitter Switches (6)	\$230.00
<i>Located in overhead console.</i>	

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07/17/2025

Future Ford of Clovis | 920 W. Shaw Ave. Clovis California | 936123202

2026 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 620

As Configured Vehicle (cont'd)

Description	MSRP
SUBTOTAL	\$64,381.00
Destination Charge	\$2,195.00
TOTAL	\$66,576.00

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2026 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 620

Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date

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AGENDA STAFF REPORT

MEETING DATE: 10/21/2025

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of the Notice of Completion for Tract No. 927 Unit, at the Northeast corner of 13 Ave and Grangeville Blvd., in the City of Hanford

RECOMMENDATION:

That the City Council, by motion, approve the Notice of Completion for Tract No. 927 and authorize the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.

BACKGROUND:

Orchard Series at Aerie Point, Tract 927, is a 133-lot single-family residential development located at the northeast corner of 13th Avenue and Grangeville Blvd., as shown on the attached Final Map. The Final Map for Tract 927 was approved by the Hanford City Council on March 16, 2021. The developer, Lennar Homes of California, Inc., has completed all required public improvements for the subdivision and provided a warranty security (Maintenance Bond) in the amount of \$558,846.60, representing ten percent (10%) of the total improvement costs. The Maintenance Bond is held for one year following the recording of the Notice of Completion and serves as a warranty for the public improvements installed under the subdivision agreement.

FISCAL IMPACT:

The right-of-way dedication and easements were provided at no cost to the City. All subdivision improvements were constructed at the developer's expense. The Landscape and Lighting Maintenance District for Tract No. 927 – Lennar Homes Subdivision will be maintained under **Resolution No. 21-09-R, A Resolution of the City Council of the City of Hanford Annexing Additional Properties to Assessment District No. 15-01, and Confirming Levy and Collection of Annual Assessments for Tract No. 927, Lennar Homes Subdivision**, adopted on March 26, 2021. The formation of this Landscape and Lighting Maintenance District occurred prior to being superseded by the formation of Community Facility Districts (CFDs). All maintenance of public improvements within this subdivision will be funded through the Assessment District.

Should any portion of the subdivision improvements be determined eligible for City reimbursement under an applicable agreement or program, the amount and terms of such reimbursement will be negotiated and presented to the City Council at a future meeting for separate consideration and approval.

ATTACHMENTS:

1. TR- 927 Subdivision Agreement - SIGNED

2. TR-927 Recorded Final Map - RECORDED
3. TR- 927 Warranty Bond
4. TR-927 Aerial Maps
5. TR-927 Notice of Completion
6. TR-927 Notice of Completion

**CITY OF HANFORD
SUBDIVISION AGREEMENT**

TRACT NO. 927

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this
9th day of March, 2021, by and between **LENNAR HOMES OF**
CALIFORNIA, INC. ("SUBDIVIDER"), and the City of Hanford, a Municipal Corporation ("CITY").

RECITALS

A. The SUBDIVIDER has presented to the CITY a final map of the proposed Subdivision of certain real property located within the city limits of the City and more particularly described in Exhibit "A" which has been filed with the City Engineer and is made a part hereof by reference ("Final Map") and identified as Tract No. 927 ("SUBDIVISION"). The real property is to be developed in accordance with subdivision improvement plans, which have been filed with the City Engineer and are made a part hereof by reference and identified as Exhibit "B" ("Improvement Plans"). SUBDIVIDER has requested that the CITY accept and approve the Final Map and the dedications delineated and shown on the Final Map for the use and purposes specified thereon, and otherwise approve the Final Map in order that the same may be recorded as required by law.

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

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

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

NOW THEREFORE, it is hereby agreed as follows:

1. Improvements.

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

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

2. Inspection.

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

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

CITY shall schedule a preliminary final inspection and a deficiency list shall be compiled and submitted to the SUBDIVIDER for correction. Upon completion of all corrections or additional work as outlined by the deficiency list, the SUBDIVIDER shall certify in writing that all corrections have been completed and request a final inspection. Upon finding that all items have been corrected and upon receipt of as-built improvement plans, the Improvements may be provisionally accepted by the CITY pending approval of the final map and subdivision agreement for Tract No. 927, by the City Council.

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

3. Costs and Fees.

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

4. Security.

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

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

(a) Faithful performance sureties, not in excess of ninety percent (90%) of the estimated costs of the individual items of public improvements, may be released or the required surety amounts may be reduced as work is satisfactorily completed and tentatively accepted by the CITY.

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

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

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

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

5. Liability.

As a condition precedent and prior to commencement of the work to be performed pursuant to this Agreement, SUBDIVIDER shall furnish the CITY with a certificate of insurance with a separate endorsement evidencing the following insurance coverages:

- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than FIVE MILLION AND NO/100 DOLLARS (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TEN MILLION AND NO/100 DOLLARS (\$10,000,000), twice the required occurrence limit.**
- (2) Automobile Liability: ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than FIVE MILLION AND NO/100 DOLLARS (\$5,000,000) per accident for bodily injury and property damage.**
- (3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.**

If SUBDIVIDER maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by SUBDIVIDER. SUBDIVIDER's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

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

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

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

(1) The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of SUBDIVIDER including materials, parts, or equipment furnished in connection with such work or operations; products used by SUBDIVIDER; or automobiles owned, leased, hired or borrowed by SUBDIVIDER. General

liability coverage can be provided in the form of an endorsement to SUBDIVIDER's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

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

(3) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

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

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

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

any loss under such insurance. SUBDIVIDER agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

6. Indemnification.

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

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

7. Permits and Compliance.

Should SUBDIVIDER be required to perform any work within any public rights-of-way or easements located beyond the Subdivision limits, SUBDIVIDER shall satisfy any

and all requirements, other than the payment of fees, as necessary to obtain an encroachment permit for said work.

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

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

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

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

In accordance with Section 16.24.090 of the Hanford Municipal Code, construction methods and materials for all Improvements shall conform to the Standards and Specifications of the CITY. Construction shall not commence until required Improvement Plans have been approved by the City Engineer and payment of all fees have been received by the CITY.

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

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

the Contractor will be required to immediately stop work until proper traffic control is provided and approved by the City Engineer.

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

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

8. Scheduling.

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

9. Soil and Dust Control Provisions.

The SUBDIVIDER is responsible for arrangement for and payment of all CITY-required soil tests at locations as determined by the City Engineer. Payment for said tests shall be made directly by the SUBDIVIDER to the certified testing firm of the SUBDIVIDER's choice. Adequate dust control shall be maintained by the SUBDIVIDER on all streets within and outside of the Subdivision on which work is required to be performed under this Agreement, from the time work is first commenced until all work is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or approved dust palliative with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the Subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets or other areas of the Subdivision, the City Engineer shall give notice to the SUBDIVIDER to comply with the provisions herein, or, at the election of the City Engineer, notice may be mailed to the SUBDIVIDER at his address on file with the City Engineer. If, within twenty-four (24) hours after personal service or within forty-eight (48) hours after mailing of notice, the SUBDIVIDER has not commenced to maintain adequate dust control or at any time thereafter fails to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any street or streets to be sprinkled with water or an approved dust palliative as may be deemed necessary by the City Engineer to eliminate the scattering of dust. Such dust control shall be performed by equipment and personnel of the CITY or by contract as the City Engineer shall determine, and the SUBDIVIDER agrees to pay to CITY, upon receipt of the billing, therefore, the entire cost to the CITY of such dust control.

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

10. Reimbursement.

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

11. Prevailing Wage Laws, Rules and Regulations.

SUBDIVIDER shall comply with and shall require all contractors to comply with all prevailing wage laws, rules and regulations applicable to the SUBDIVISION. Unless otherwise advised in writing by the City, SUBDIVIDER shall be solely responsible for making any and all decisions regarding any portion or aspect of the SUBDIVISION including, without limitation, any form of reimbursement by the City to the SUBDIVIDER or any contractor, that will require the payment of prevailing wages. Further, SUBDIVIDER will be solely responsible for the payment of any claims, fines, penalties, reimbursements, payments or any other actions that may be initiated against applicant or any contractor as a result of failure to pay prevailing wages.

SUBDIVIDER shall defend, indemnify and hold harmless the City of Hanford, its officials, officers, employees, representatives, agents and attorneys from and against any and all claims, damages, losses, judgments, liabilities, expenses and other costs, including, without limitation, litigation costs and attorney's fees arising out of, to the extent resulting from any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION. SUBDIVIDERS's obligation to defend, indemnify and

hold the City harmless specifically includes, but is not limited to, any suit or administrative action against the City which claims a violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION.

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

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

12. Sole and Only Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding such matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement, and no other agreement, statement or promises shall be valid or binding.

13. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

14. Attorneys' Fees.

If an action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Kings, State of California for any proceeding arising hereunder.

15. Successors and Assigns.

The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This Agreement shall not be assignable by SUBDIVIDER without the express prior written consent of CITY.

16. Governing Law.

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

17. Time of the Essence.

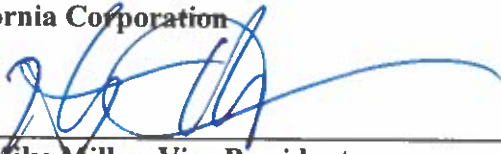
Time is of the essence of this Agreement.

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

9th day of March, 2021.

SUBDIVIDER:

**Lennar Homes of California, Inc.
A California Corporation**

By: 

Mike Miller, Vice President

CITY OF HANFORD APPROVAL:

By: 

**Johnathan L. Doyel, P.E., P.L.S.
Public Works Director, City of Hanford**

ATTEST:

By: 

**Natalie Corral
City Clerk, City of Hanford**

ACKNOWLEDGMENT

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

State of California

County of Fresno)

On March 9, 2021 before me, Christine Collins, Notary Public personally appeared Mike Miller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)

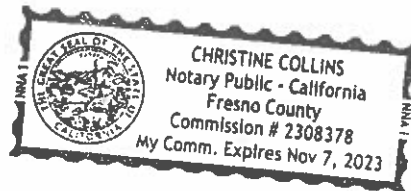


EXHIBIT "C"

SUBDIVISION IMPROVEMENT COST ESTIMATE

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

ESTIMATED CONSTRUCTION COST

Sanitary Sewers

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

\$526,683.30

Storm Sewers

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

\$382,735.60

Water System

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

\$561,430.00

Curb and Gutter and Other Concrete Construction

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

\$499,045.30

Street Surfacing

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

\$983,841.30

Street Lighting

Install street lighting as shown on the approved Improvement Plans in accordance with City Standards and Specifications. **\$138,755.00**

Street Barricades

Install street barricades as shown on the approved Improvement Plans in accordance with City Standards and Specifications. **\$ 0.00**

Fencing, Landscaping, and Irrigation System

Construct fencing, block walls and install landscape and irrigation system improvements, misc. as shown on the approved Improvement Plans in accordance with City Standards and Specifications. **\$929,874.40**

Monuments and Lot Markers

Install permanent monuments and lot markers in accordance with City Standards and Specifications. **\$ 24,700.00**

Engineering Services

Engineering, surveying, & geotechnical services associated with Completion of the Subdivision Improvements. **\$138,352.50**

Earthwork Improvements

- Excavation & Compaction **\$0.00**
- Subgrade Compaction & Fine Grade **\$503,275.80**
- Final Lot Grading **\$ 73,283.60**

- Total Improvements subject to Plan Review & Insp. Fees **\$4,707,986.40**

Private Utilities

- Applicant Install Utilities Onsite Construct **\$880,482.20**

Total Estimated Improvement Cost (To be bonded with Final Map) **\$5,588,468.60**

SECURITY REQUIREMENTS

Performance	<u>\$5,588,468.60</u>
Labor and Materials	<u>\$2,794,234.30</u>
Warranty (Minimum 12-mo. from N.O.C.)	<u>\$558,846.60</u>

City Engineering Plan Review and Inspection Fee Schedule

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

(1) 6% of first	\$ 5,000.00	\$ 300.00
(2) 5% of next	\$ 20,000.00	\$ 1,000.00
(3) 4.5% of next	\$ 75,000.00	\$ 3,375.00
(4) 3.5% of next	\$150,000.00	\$ 5,250.00
(5) 2% over	\$250,000.00	\$ 106,769.38

Total City Engineering Review and Inspection Fee obligation	\$ 116,694.38
Fee balance payable with this Agreement Acct. #001-2010-4937	<u>\$ 116,694.38</u>

NOTE:

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

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

Pioneer Union Elementary School District Storm Drain Reimbursement (24.93 Ac @ \$2,498.52/Ac)	<u>\$ 62,288.10</u>
12 th Ave. Sewer Benefit District, Acct. #161-2161-5494 (24.93 Ac @ \$1,734.30/Ac) (Determined at completion of final map review.)	<u>\$ 43,236.10</u>
Street Sign Fee, Acct. #0010-2010-4937 (16 @ \$200.00 Ea.) (Per intersection cost for sign blades furnished by City.)	<u>\$ 3,200.00</u>
Final Map Review Fee, Acct. #001-2010-4937 (Determined at completion of final map review.)	<u>\$ x.xx</u>
Engineering Plan Review & Inspection Fees, Acct. #001-2010-4937	<u>\$116,694.38</u>
Storm Drainage Impact Fees, Acct. #184----5504 (N/A) (Onsite drainage Basin provided, no impact to existing City drainage facilities)	<u>\$ 0.00</u>
Building Dept. block wall plan review fees paid from Acct. #001-2010-4937	<u>\$ x.xx</u>
SUBTOTAL	<u>\$225,418.58</u>
PAID:	<u>\$225,418.58</u>
BALANCE DUE:	<u>\$ 0.00</u>

OWNER'S STATEMENT

WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY AND THAT WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN ON THIS MAP AND DO HEREBY DEDICATE IN FEE TO PUBLIC USE ALL OF THE STREETS. WE ALSO DEDICATE THOSE EASEMENTS SHOWN HEREON FOR PUBLIC UTILITIES, LANDSCAPE AND SIDEWALKS. WE FURTHER DEDICATE LOT "A" FOR STORM DRAIN PURPOSES AS SHOWN UPON THIS MAP. WE ALSO DEDICATE THE EASEMENTS TO THE PUBLIC SHOWN HEREON FOR THE PURPOSES DEFINED HEREON.

LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION

BY: Mike Miller
MIKE MILLER, VICE PRESIDENT

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 FRESNO
ON FEBRUARY 25, 2021 BEFORE ME, CHRISTINE COLLINS
NOTARY PUBLIC, PERSONALLY APPEARED MIKE MILLER

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 Christine Collins
(PRINT NAME) CHRISTINE COLLINS

MY COMMISSION NO. 2308378 MY COMMISSION EXPIRES NOV 7, 2023

PRINCIPAL OFFICE IN COUNTY OF FRESNO

TAX COLLECTOR'S STATEMENT

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

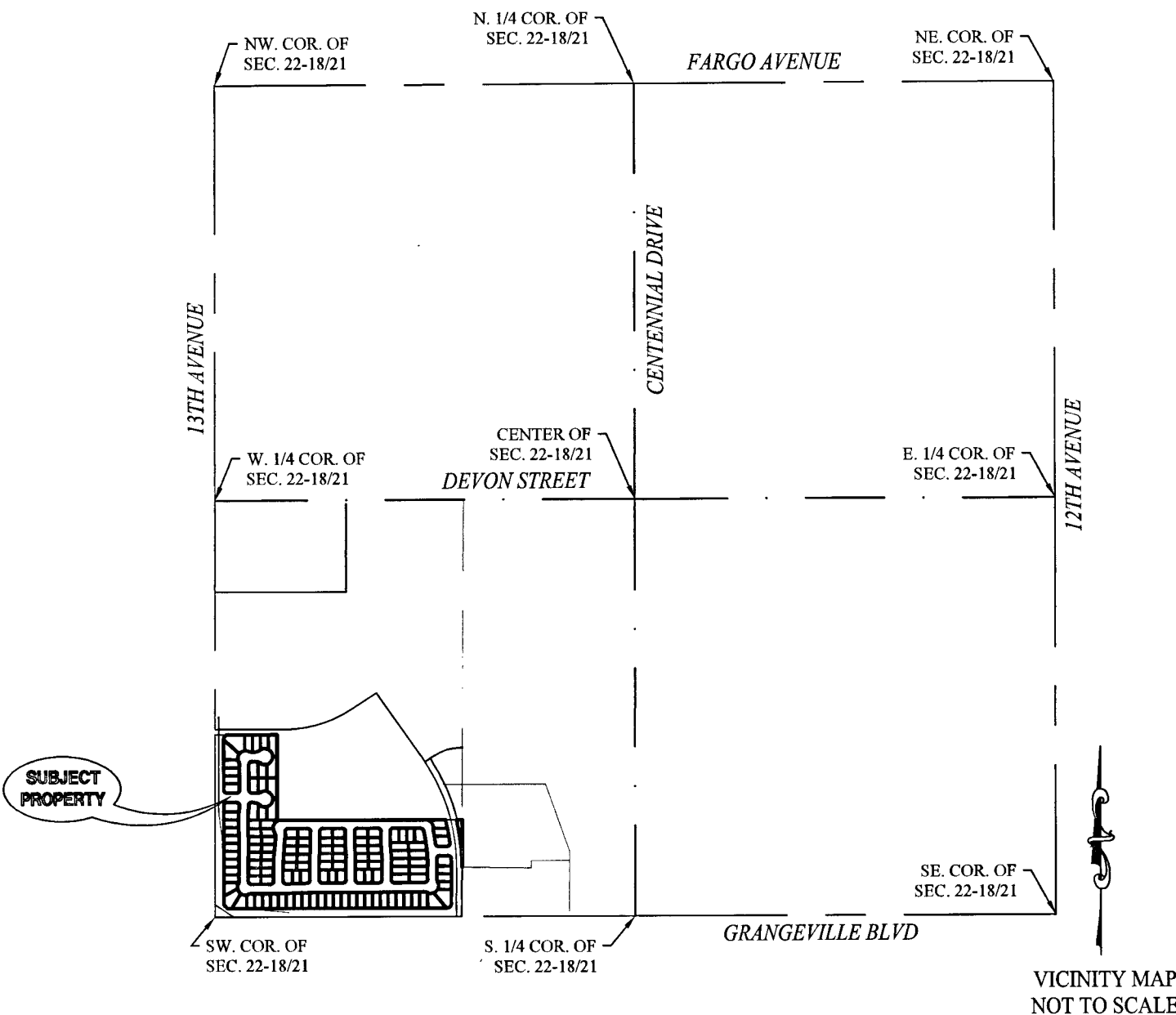
DATE: FEB. 23, 2021

JAMES P. ERB, CPA; DIRECTOR OF FINANCE

BY: Alba M. Silva, Deputy

COUNTY TRACT 927

CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA



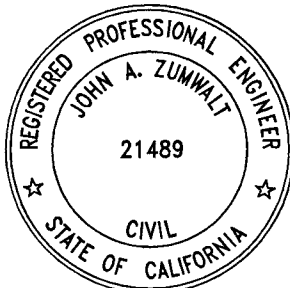
Per section 66436 (a)(3)(B) of the Government code, signatures were omitted for any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, also to right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law, as reserved in patent from the United States of America, recorded in Book G, Page 299 of Patents.

ENGINEER'S STATEMENT

THIS MAP CONSISTING OF SIX SHEETS WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MR. BILL WALLS OF LENNAR FRESNO, INC., IN THE MONTH OF JULY, 2020. I HEREBY STATE THAT ALL OF THE MONUMENTS ARE OF THE CHARACTER, AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE ONE YEAR AFTER THE RECORDING OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS 17th DAY OF February, 2021.

John A. Zumwalt
JOHN A. ZUMWALT, R.C.E. 21489

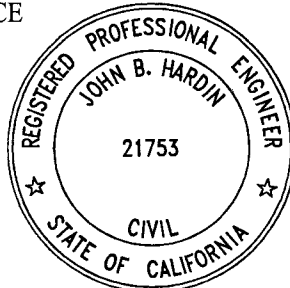


ACTING CITY SURVEYOR

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

DATED THIS 10th DAY OF MARCH, 2021.

John B. Hardin
JOHN B. HARDIN, R.C.E. 21753
ACTING FOR THE CITY OF HANFORD



CITY ENGINEER'S STATEMENT

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

DATED THIS 17th DAY OF MARCH, 2021.

Johnathan L. Doyel
JOHNATHAN L. DOYEL, CITY ENGINEER R.C.E. 62044



CITY CLERK'S CERTIFICATE

I HEREBY STATE THAT AT A REGULAR MEETING OF THE HANFORD CITY COUNCIL HELD ON THE 16th DAY OF MARCH, 2021, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE GENERAL PUBLIC, THE STREETS, EASEMENTS, AND LOT "A" AS INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

DATED THIS 17th DAY OF MARCH, 2021.

Natalie Corral
NATALIE CORRAL, CITY CLERK

PLANNING COMMISSION CERTIFICATE

APPROVED BY THE HANFORD PLANNING COMMISSION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW IN DULY AUTHORIZED MEETING HELD December 10, 2019.
DATED THIS 15th DAY OF MARCH, 2021.

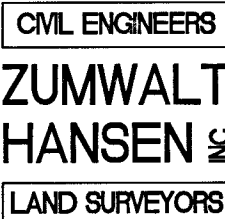
Mario Cifuentes
Mario Cifuentes, City Manager

RECORDER'S CERTIFICATE

FEE BOOK NO. 2108371 FEE PAID \$93.00
RECORDED AT THE REQUEST OF ZUMWALT-HANSEN & ASSOCIATES, INC. ON THIS 16th DAY OF APRIL, 2021, AT 57 MINUTES PAST 8 O'CLOCK IN VOLUME 210 OF LICENSED SURVEYORS' PLATS, AT PAGE 84, KINGS COUNTY RECORDS.

KRISTINE LEE, KINGS COUNTY RECORDER

BY: Kristine Lee
DEPUTY



COUNTY TRACT No. 927

COUNTY TRACT NO. 927
CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

LEGAL DESCRIPTION

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE STATE OF CALIFORNIA, COUNTY OF KINGS, ACCORDING TO THE APPROVED GOVERNMENT TOWNSHIP PLATS THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00° 08' 05" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 80.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 08' 05" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,078.63 FEET TO A POINT 68.00 FEET SOUTHERLY OF THE SOUTH LINE OF A PARCEL AS ADJUSTED PER LOT LINE ADJUSTMENT NO. 03-01 AND RECORDED AS DOCUMENT NO. 0307109 OF OFFICIAL RECORDS IN THE OFFICE OF THE KINGS COUNTY RECORDER; THENCE NORTH 89° 57' 00" EAST, PARALLEL WITH AND 68.00 FEET SOUTHERLY OF THE LAST SAID SOUTH LINE, A DISTANCE OF 394.00 FEET; THENCE SOUTH 0° 08' 05" WEST, PARALLEL WITH AND 394.00 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 543.54 FEET TO A POINT 17.12 FEET SOUTHERLY OF THE NORTH LINE OF PARCEL 4, AS SHOWN ON A MAP RECORDED IN BOOK 16 AT PAGE 15 OF PARCEL MAPS, IN THE OFFICE OF THE KINGS COUNTY RECORDER; THENCE NORTH 89° 56' 32" EAST, PARALLEL WITH AND 17.12 FEET SOUTHERLY OF THE LAST SAID NORTH LINE, A DISTANCE OF 1,179.99 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 4; THENCE SOUTH 0° 21' 52" WEST, ALONG LAST SAID EAST LINE, A DISTANCE OF 616.78 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 4, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89° 59' 41" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1451.52 FEET TO A POINT 120.00 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 56° 15' 54" WEST, A DISTANCE OF 144.08 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 27.04 ACRES MORE OR LESS

ALSO AS DESCRIBED AS PARCEL 3 OF LOT LINE ADJUSTMENT NO. 06-04 AND RECORDED MAY 4, 2006 AS INSTRUMENT NO. 13136, OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF HANFORD BY DEED RECORDED DECEMBER 4, 2018 AS INSTRUMENT NO. 20212, OF OFFICIAL RECORDS.

BASIS OF BEARINGS

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22, T. 18 S., R. 21 E., M.D.B. & M., BEARS N 89° 59' 41" W PER P.M. 19-65, K.C.R.

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

SIDE AND REAR LOT CORNERS ADJACENT TO 13th AVENUE, GRANGEVILLE BOULEVARD, AND MUSTANG DRIVE ARE MONUMENTED BY 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED R.C.E. 21489, SET 6"± DEEP, ON THE LOT LINE A DISTANCE OF 14.00' (PERPENDICULAR) FROM THE SIDE OR REAR CORNER.

SPECIAL MONUMENT NOTE:

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

CENTER OF SEC. 22-18/21
FD. C.P.S. W/ BRASS TAG
RCE 21489 PER P.M. 19-65, K.C.R.
& L.S.P. 25-41, K.C.R.

DEVON STREET

((N89° 56' 17" E 2673.45')) {S89° 47' 37" E 2673.41'}*
[[S89° 56' 17" W 2673.45']] [N89° 56' 23" E 2673.42']
S89° 56' 17" W 2673.45'

LEGEND

- FOUND AND ACCEPTED MONUMENT AS NOTED
- SET STEEL SPIKE WITH BRASS TAG, R.C.E. 21489, FLUSH IN PAVEMENT
- △ SET 2"X24" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, MONUMENT WELL SET FLUSH IN PAVEMENT
- SET 1" I.P., 18" LONG, IN CONCRETE, 6" DEEP, W/TAG R.C.E. 21489
- FOUND 2" I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, PER L.S.P. 26-38, KINGS COUNTY RECORDS
- ▲ FOUND 2" I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, PER TR 922-2, L.S.P. 26-80, KINGS COUNTY RECORDS
- LOT CORNERS ARE MARKED WITH 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, SET 6" DEEP, SEE SPECIAL MONUMENTATION NOTE
- INDICATES 6' PUBLIC UTILITY EASEMENT, EXCEPT AS NOTED
- △ NOW OFFERED FOR DEDICATION AS PUBLIC STREETS
- [] RECORD DATA PER PM 19-65, K.C.R.
- [] RECORD DATA PER LSP 21-53, K.C.R.
- { } RECORD DATA PER LSP 23-41, K.C.R.
- { } RECORD DATA PER LLA 06-04 RECORDED AS INSTRUMENT NO. 13136, O.R.
- (()) RECORD DATA PER LSP 25-41, K.C.R.
- (()) RECORD DATA PER PM 20-70, K.C.R.
- * DISTANCE WAS CONVERTED FROM GRID TO GROUND BY A MULTIPLIER OF 1.0000506282 PER L.S.P. 23-41 K.C.R.
- () INDICATES STREET ADDRESSES
- ACCESS DENIED TO GRANGEVILLE BLVD., 13th AVENUE, STAGECOACH DR., W. HAMPTON DR. AND MUSTANG DR.

— DISTINCTIVE BORDER

2' PEDESTRIAN ACCESS EASEMENT

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

13TH AVENUE
[N 00° 06' 55" E 2647.85'] [S 00° 24' 01" W 2647.78']*
[[S 00° 08' 05" W 2647.85']] ((N00° 08' 05" E 2647.85'))
N00° 08' 05" E 2647.85'

CENTENNIAL DRIVE
N00° 04' 29" E 2650.97' (S00° 04' 29" W 2650.97')
((N00° 04' 09" E 2650.77'))

LOT B
L.S.P. 26-47
K.C.R.

LOT B
L.S.P. 26-47
K.C.R.

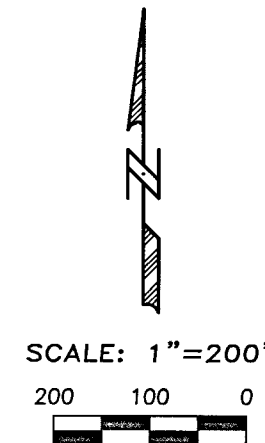
EASTERLY LINE
PARCEL 4
P.M. 16-15 K.C.R.

PARCEL A
P.M. 20-70
K.C.R.

PARCEL B
P.M. 20-70
K.C.R.

S. 1/4 COR. OF SEC. 22-18/21
FD. A 2-1/2" B.C. ON A 2" I.P. &
STAMPED R.C.E. 21489, INSIDE A
MON. WELL, PER P.M. 19-65, K.C.R.
& K.C.C.R. #3477

W. 1/4 COR. OF SEC. 22-18/21
FD. A 1" I.P., W/ YELLOW PLASTIC
TAG LS 4375, DN. 0.15' BELOW T.A.C.
PER P.M. 19-65, K.C.R. & K.C.C.R. #2170



SCALE: 1"=200'



LLA 03-01
DOC NO.
0307109, K.C.R.

FOUND STREET INTERSECTION
SURVEY MONUMENT PER
TRACT No. 922-2
L.S.P. 26-80 K.C.R.

FD. STEEL SPIKE WITH
BRASS TAG, RCE 21489,
FLUSH IN PAVEMENT, PER
TRACT No. 922-2
L.S.P. 26-80 K.C.R.

FD. 1/2" REBAR, RCE 21489,
PER L.S.P. 26-47 K.C.R.

PARCEL 2
LLA 06-04
INSTRUMENT
#13136, K.C.R.

PARCEL 2
LLA 06-04
INSTRUMENT
#13136, K.C.R.

{(N89° 56' 32" E 1179.99')}
1142.84'

W. HAMPTON DRIVE

N. WEAVER LANE

N. SOPHIA STREET

N. JENNIE LAKE TRAIL

N. ASTER LAKE ROAD

N. FRONTIER STREET

W. CLARIDGE WAY

144.08'

N56° 15' 54" W

1417.52' {(1417.52')}

1571.52'

GRANGEVILLE BOULEVARD

S89° 59' 41" E 2676.22'

{S89° 59' 41" E 2676.22'} [[S89° 59' 41" E 2676.22']] ((EAST 2676.15'))

((N89° 59' 41" W 2676.22')) {N89° 43' 41" W 2676.19'}*

BASIS OF BEARINGS

1104.70' ((1104.67'))

SW. COR. OF SEC. 22-18/21
FD. A 1" I.P., FLUSH IN CONC.,
W/ ILLEGIBLE PLASTIC TAG,
PER P.M. 19-65, K.C.R. & K.C.C.R. #1639

609 N. IRWIN ST.

HANFORD, CA. 93230

PH. (559) 582-1056

FILE NO. 0747228

SHEET TWO OF SIX SHEETS

CIVIL ENGINEERS

ZUMWALT

HANSEN &

LAND SURVEYORS

COUNTY TRACT No. 927

CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

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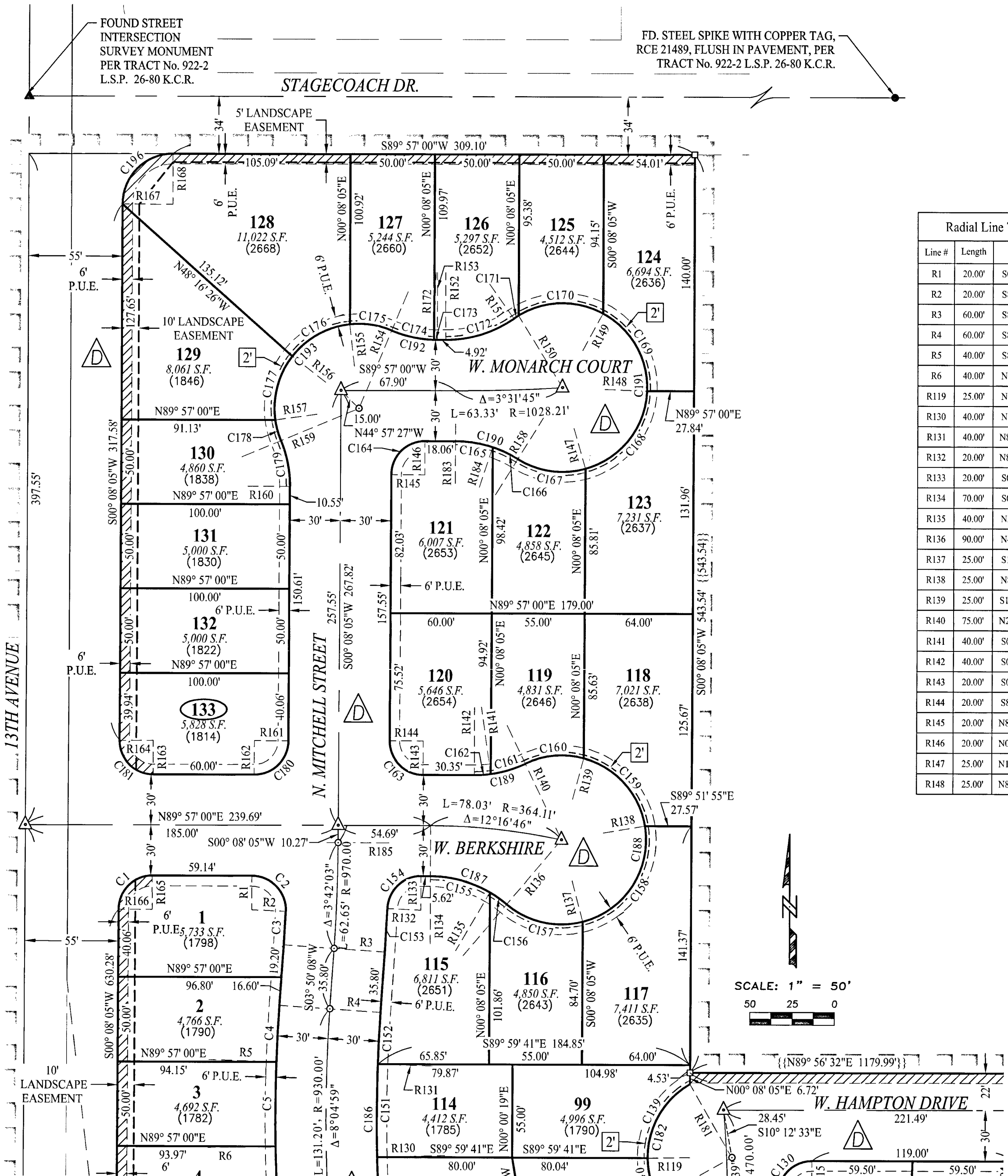
LEGEND

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- ACCESS DENIED TO GRANGEVILLE BLVD., 13th AVENUE, STAGECOACH DR., W. HAMPTON DR. AND MUSTANG DR.
- DISTINCTIVE BORDER
- [2'] 2' PEDESTRIAN ACCESS EASEMENT

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

Curve Table				Curve Table				Curve Table			
Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C1	31.35'	20.00'	89° 48' 55"	C160	35.39'	50.00'	40° 33' 03"	C176	40.00'	50.00'	45° 50' 12"
C2	32.35'	20.00'	92° 40' 12"	C161	21.51'	70.00'	17° 36' 08"	C177	40.00'	50.00'	45° 50' 12"
C3	19.94'	940.00'	1° 12' 56"	C162	9.62'	70.00'	7° 52' 33"	C178	12.79'	50.00'	14° 39' 19"
C4	33.48'	960.00'	1° 59' 53"	C163	31.48'	20.00'	90° 11' 05"	C179	27.86'	70.00'	22° 47' 59"
C5	50.01'	960.00'	2° 59' 04"	C164	31.35'	20.00'	89° 48' 55"	C180	31.35'	20.00'	89° 48' 55"
C130	31.29'	20.00'	89° 38' 09"	C165	22.37'	70.00'	18° 18' 31"	C181	31.48'	20.00'	90° 11' 05"
C139	52.76'	50.00'	60° 27' 24"	C166	16.52'	70.00'	13° 31' 30"	C182	77.83'	50.00'	89° 11' 20"
C151	55.01'	900.00'	3° 30' 07"	C167	41.61'	50.00'	47° 40' 55"	C186	126.97'	900.00'	8° 04' 59"
C152	30.69'	900.00'	1° 57' 13"	C168	62.76'	50.00'	71° 55' 00"	C187	49.10'	70.00'	40° 11' 21"
C153	25.79'	1000.00'	1° 28' 39"	C169	55.53'	50.00'	63° 37' 47"	C188	214.39'	50.00'	245° 40' 03"
C154	30.58'	20.00'	87° 35' 31"	C170	52.38'	50.00'	60° 01' 31"	C189	31.13'	70.00'	25° 28' 41"
C155	36.86'	70.00'	30° 10' 25"	C171	3.30'	50.00'	3° 47' 11"	C190	38.89'	70.00'	31° 50' 01"
C156	12.24'	70.00'	10° 00' 57"	C172	43.01'	70.00'	35° 12' 22"	C191	215.58'	50.00'	247° 02' 23"
C157	47.90'	50.00'	54° 53' 32"	C173	2.01'	70.00'	1° 38' 31"	C192	27.86'	70.00'	22° 47' 59"
C158	74.08'	50.00'	84° 53' 23"	C174	25.85'	70.00'	21° 09' 28"	C193	118.17'	50.00'	135° 24' 54"
C159	57.02'	50.00'	65° 20' 04"	C175	25.38'	50.00'	29° 05' 12"	C196	47.03'	30.00'	89° 48' 55"

Radial Line Table			Radial Line Table		
Line #	Length	Bearing	Line #	Length	Bearing
R1	20.00'	S00° 03' 00"E	R149	25.00'	S28° 33' 20"W
R2	20.00'	S87° 22' 48"E	R150	50.00'	S31° 28' 11"E
R3	60.00'	S86° 09' 52"E	R151	25.00'	S35° 15' 22"E
R4	60.00'	S86° 09' 52"E	R152	40.00'	N00° 03' 00"W
R5	40.00'	S88° 09' 45"E	R153	40.00'	N00° 03' 00"W
R6	40.00'	N88° 51' 10"E	R154	75.00'	N22° 44' 59"E
R119	25.00'	N89° 26' 05"E	R155	25.00'	S06° 20' 12"E
R130	40.00'	N88° 22' 48"E	R156	25.00'	S52° 10' 24"E
R131	40.00'	N88° 07' 05"W	R157	25.00'	N81° 59' 24"E
R132	20.00'	N87° 38' 31"W	R158	75.00'	S31° 47' 01"W
R133	20.00'	S00° 03' 00"E	R159	75.00'	N67° 20' 06"E
R134	70.00'	S00° 03' 00"E	R160	25.00'	N89° 51' 55"W
R135	40.00'	N30° 07' 25"E	R161	20.00'	S89° 51' 55"E
R136	90.00'	N40° 08' 21"E	R162	20.00'	N00° 03' 00"W
R137	25.00'	S14° 45' 11"E	R163	20.00'	N00° 03' 00"W
R138	25.00'	N80° 21' 26"E	R164	20.00'	S89° 51' 55"E
R139	25.00'	S15° 01' 22"W	R165	20.00'	S00° 03' 00"E
R140	75.00'	N25° 31' 41"W	R166	20.00'	S89° 51' 55"E
R141	40.00'	S07° 55' 33"E	R167	30.00'	S89° 51' 55"E
R142	40.00'	S00° 03' 00"E	R168	30.00'	S00° 03' 00"E
R143	20.00'	S00° 03' 00"E	R172	39.99'	S01° 35' 32"W
R144	20.00'	S89° 51' 55"E	R181	50.00'	N30° 06' 32"W
R145	20.00'	N89° 51' 55"W	R183	55.00'	N00° 03' 00"W
R146	20.00'	N00° 03' 00"W	R184	25.00'	S18° 15' 31"W
R147	25.00'	N15° 53' 54"W	R185	36.82'	S89° 51' 55"E
R148	25.00'	N87° 48' 54"W			



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SHEET THREE OF SIX SHEETS

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LEGEND

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- 2' 2' PEDESTRIAN ACCESS EASEMENT

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

Curve Table				Curve Table				Curve Table			
Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C5	50.01'	960.00'	2° 59' 04"	C39	118.66'	50.00'	135° 58' 43"	C143	20.62'	1060.00'	1° 06' 53"
C6	50.06'	960.00'	2° 59' 15"	C40	27.92'	70.00'	22° 51' 08"	C144	50.04'	1060.00'	2° 42' 17"
C7	34.76'	440.00'	4° 31' 36"	C125	32.17'	20.00'	92° 09' 02"	C145	11.35'	1060.00'	0° 36' 49"
C8	16.31'	70.00'	13° 21' 09"	C127	46.02'	1000.00'	2° 38' 12"	C146	31.37'	20.00'	89° 52' 13"
C9	11.61'	70.00'	9° 29' 59"	C128	31.35'	1000.00'	1° 47' 46"	C147	31.51'	20.00'	90° 16' 27"
C10	28.42'	50.00'	32° 33' 58"	C129	37.19'	500.00'	4° 15' 41"	C148	30.70'	500.00'	3° 31' 03"
C11	40.02'	50.00'	45° 51' 22"	C130	31.29'	20.00'	89° 38' 09"	C149	8.81'	500.00'	1° 00' 33"
C12	40.01'	50.00'	45° 50' 47"	C132	50.04'	3068.00'	0° 56' 04"	C150	41.27'	900.00'	2° 37' 38"
C13	10.22'	50.00'	11° 42' 35"	C133	3.26'	3068.00'	0° 03' 39"	C151	55.01'	900.00'	3° 30' 07"
C14	27.92'	70.00'	22° 51' 08"	C134	36.03'	3065.03'	0° 40' 25"	C182	77.83'	50.00'	89° 11' 20"
C15	7.29'	3125.03'	0° 08' 01"	C135	93.68'	3068.00'	1° 44' 58"	C183	41.38'	70.00'	33° 51' 58"
C16	50.00'	3125.03'	0° 55' 01"	C136	77.37'	1000.00'	4° 25' 59"	C184	82.01'	1060.00'	4° 25' 59"
C17	50.02'	3125.03'	0° 55' 02"	C139	52.76'	50.00'	60° 27' 24"	C185	39.50'	500.00'	4° 31' 36"
C18	39.64'	3125.03'	0° 43' 36"	C140	25.07'	50.00'	28° 43' 55"	C186	126.97'	900.00'	8° 04' 59"
C20	50.04'	3008.00'	0° 57' 11"	C141	27.55'	70.00'	22° 32' 55"	C203	1.89'	960.00'	0° 06' 46"
C38	34.76'	440.00'	4° 31' 36"	C142	13.83'	70.00'	11° 19' 03"				

CIVIL ENGINEERS

ZUMWALT
HANSEN &

LAND SURVEYORS

Radial Line Table			Radial Line Table			Radial Line Table			Radial Line Table			Radial Line Table			Radial Line Table			Radial Line Table		
Line #	Length	Bearing	Line #	Length	Bearing	Line #	Length	Bearing	Line #	Length	Bearing	Line #	Length	Bearing	Line #	Length	Bearing	Line #	Length	Bearing
R5	40.00'	S88° 09' 45"E	R11	80.00'	N66° 52' 07"W	R17	40.00'	N00° 07' 43"W	R24	30.00'	N02° 41' 21"W	R116	60.73'	N85° 25' 56"W	R122	30.00'	N85° 25' 56"W	R129	40.00'	N86° 45' 42"E
R6	40.00'	N88° 51' 10"E	R12	25.00'	N80° 33' 55"E	R18	40.00'	N01° 02' 43"E	R111	20.00'	S02° 00' 56"E	R117	60.00'	N85° 25' 56"W	R123	40.00'	S86° 32' 49"E	R130	40.00'	N88° 22' 48"E
R7	40.00'	S85° 51' 55"W	R13	25.00'	S34° 42' 33"W	R19	40.00'	S01° 57' 45"E	R112	20.00'	S89° 51' 55"E	R118	60.00'	S89° 51' 55"E	R125	20.00'	N89° 51' 55"W	R131	40.00'	N88° 07' 05"W
R8	60.00'	N85° 45' 09"E	R14	25.00'	S11° 08' 14"E	R20	40.00'	S02° 29' 27"E	R113	40.00'	S87° 13' 42"E	R119	25.00'	N89° 26' 05"E	R126	20.00'	S00° 00' 19"W	R179	40.00'	N02° 37' 42"W
R9	60.00'	S89° 43' 14"E	R15	80.00'	N22° 50' 49"W	R21	40.00'	S01° 32' 16"E	R114	20.00'	N89° 41' 37"W	R120	75.00'	N60° 42' 06"E	R127	20.00'	S00° 00' 19"W	R180	40.00'	N01° 41' 38"W
R10	30.00'	S89° 43' 14"E	R16	30.00'	S00° 00' 19"W	R23	60.00'	N00° 00' 19"E	R115	20.00'	S00° 03' 28"E	R121	30.00'	S83° 15' 01"W	R128	20.00'	S89° 43' 14"E	R181	50.00'	N30° 06' 32"W

609 N. IRWIN ST.

HANFORD, CA. 93230

PH. (559) 582-1056

FILE NO. 0747228

SHEET FOUR OF SIX SHEETS

COUNTY TRACT No. 927

CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

SIDE AND REAR LOT CORNERS ADJACENT TO 13th AVENUE, GRANGEVILLE BOULEVARD, AND MUSTANG DRIVE ARE MONUMENTED BY 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED R.C.E. 21489, SET 6"± DEEP, ON THE LOT LINE A DISTANCE OF 14.00' (PERPENDICULAR) FROM THE SIDE OR REAR CORNER.

SPECIAL MONUMENT NOTE:

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

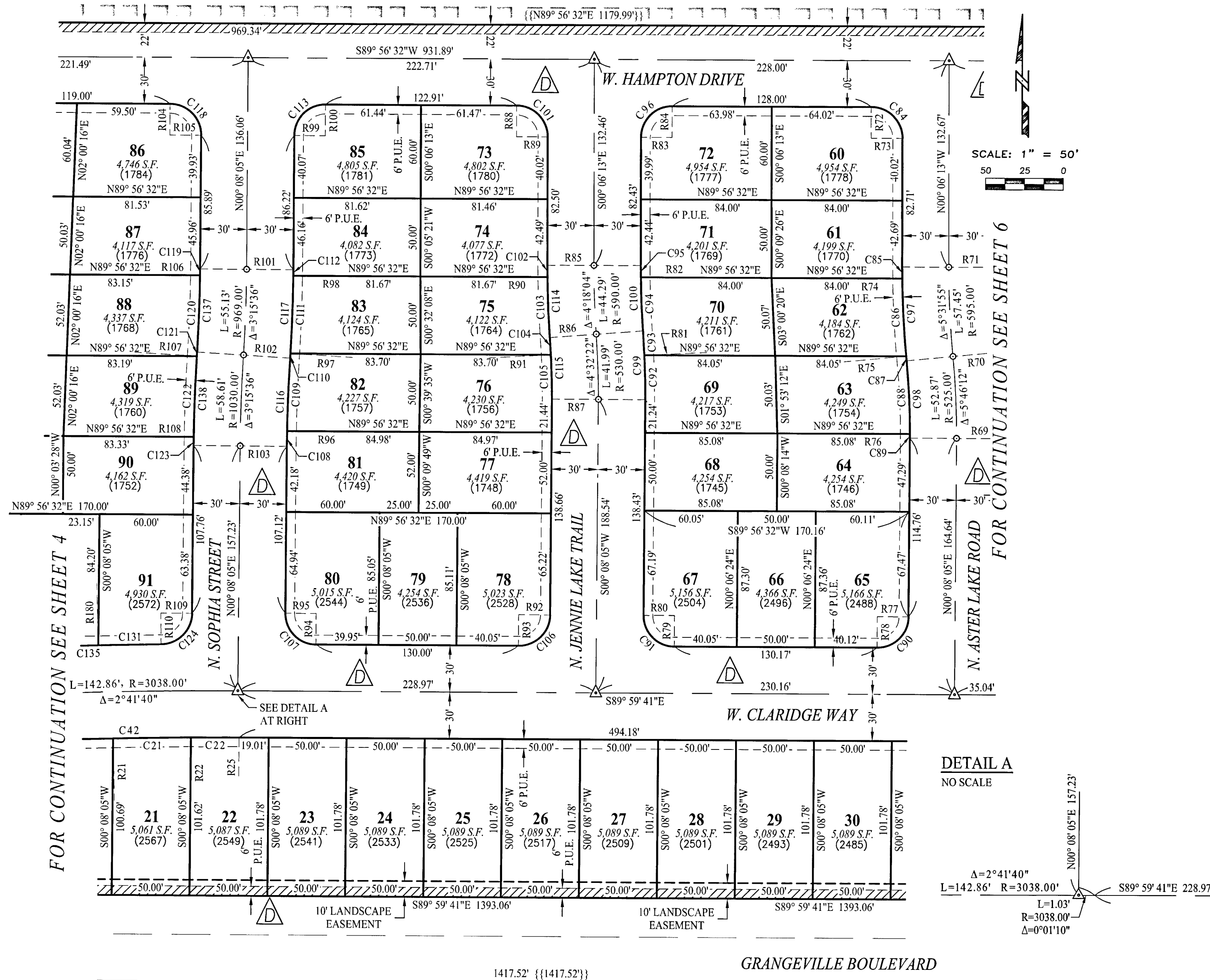
LEGEND

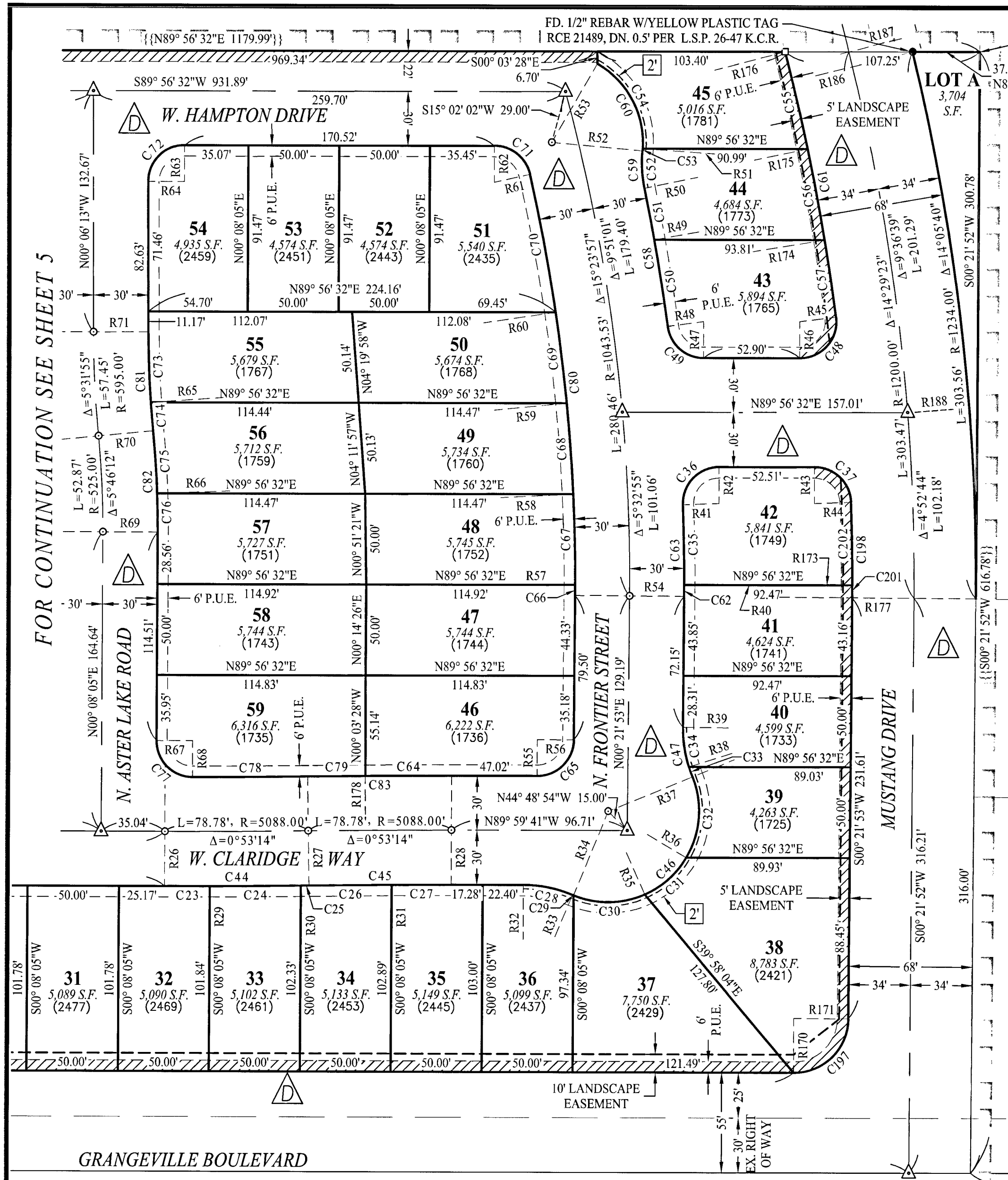
- FOUND AND ACCEPTED MONUMENT AS NOTED
- SET STEEL SPIKE WITH BRASS TAG, R.C.E. 21489, FLUSH IN PAVEMENT
- △ SET 2"x24" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, MONUMENT WELL SET FLUSH IN PAVEMENT
- SET 1" I.P., 18" LONG, IN CONCRETE, 6" DEEP, W/TAG R.C.E. 21489
- FOUND 2" I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, PER L.S.P. 26-38, KINGS COUNTY RECORDS
- ▲ FOUND 2" I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, PER TR 922-2, L.S.P. 26-80, KINGS COUNTY RECORDS
- LOT CORNERS ARE MARKED WITH 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, SET 6" DEEP, SEE SPECIAL MONUMENTATION NOTE
- INDICATES 6' PUBLIC UTILITY EASEMENT, EXCEPT AS NOTED
- △ NOW OFFERED FOR DEDICATION AS PUBLIC STREETS
- [] RECORD DATA PER PM 19-65, K.C.R.
- [[]] RECORD DATA PER LSP 21-53, K.C.R.
- { } RECORD DATA PER LSP 23-41, K.C.R.
- (()) RECORD DATA PER LSP 25-41, K.C.R.
- {{ }} RECORD DATA PER LLA 06-04 RECORDED AS INSTRUMENT NO. 13136, O.R.
- * DISTANCE WAS CONVERTED FROM GRID TO GROUND BY A MULTIPLIER OF 1.0000506282 PER L.S.P. 23-41 K.C.R.
- () INDICATES STREET ADDRESSES
- /// ACCESS DENIED TO GRANGEVILLE BLVD., 13th AVENUE, STAGECOACH DR., W. HAMPTON DR. AND MUSTANG DR.
- DISTINCTIVE BORDER
- [2'] 2' PEDESTRIAN ACCESS EASEMENT

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

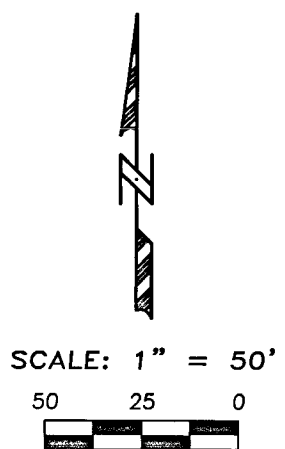
Radial Line Table			Radial Line Table			Radial Line Table			Radial Line Table		
Line #	Length	Bearing	Line #	Length	Bearing	Line #	Length	Bearing	Line #	Length	Bearing
R21	40.00'	S01° 32' 16"E	R78	20.00'	S00° 00' 19"W	R90	40.00'	N89° 12' 08"E	R102	60.00'	S86° 36' 19"E
R22	40.00'	S00° 35' 07"E	R79	20.00'	S00° 00' 19"W	R91	40.00'	S86° 51' 38"W	R103	60.00'	S89° 51' 55"E
R25	25.00'	S00° 00' 19"W	R80	20.00'	S89° 51' 55"E	R92	20.00'	N89° 51' 55"W	R104	20.00'	S00° 03' 28"E
R69	60.00'	S89° 51' 55"E	R81	40.00'	S87° 11' 28"W	R93	20.00'	S00° 00' 19"W	R105	20.00'	S89° 51' 55"E
R70	60.00'	S84° 21' 53"W	R82	40.00'	N89° 07' 21"E	R94	20.00'	S00° 00' 19"W	R106	40.00'	S89° 37' 06"E
R71	60.00'	S89° 53' 47"W	R83	20.00'	S89° 53' 47"W	R95	20.00'	S89° 51' 55"E	R107	40.00'	S86° 44' 55"E
R72	20.00'	S00° 03' 28"E	R84	20.00'	S00° 03' 28"E	R96	40.00'	S89° 18' 08"E	R108	40.00'	S89° 33' 41"E
R73	20.00'	N89° 53' 47"E	R85	60.00'	S89° 53' 47"W	R97	40.00'	N86° 46' 31"W	R109	20.00'	S89° 51' 55"E
R74	40.00'	S89° 13' 35"W	R86	60.00'	N85° 35' 43"E	R98	40.00'	N89° 38' 41"W	R110	20.00'	N00° 56' 23"W
R75	40.00'	N84° 38' 07"E	R87	60.00'	S89° 51' 55"E	R99	20.00'	N89° 51' 55"W	R180	40.00'	N01° 41' 38"W
R76	40.00'	S89° 49' 15"W	R88	20.00'	S00° 03' 28"E	R100	20.00'	S00° 03' 28"E			
R77	20.00'	N89° 51' 55"W	R89	20.00'	N89° 53' 47"E	R101	60.00'	N89° 51' 55"W			

CIVIL ENGINEERS
**ZUMWALT
HANSEN &
LAND SURVEYORS**





FOR CONTINUATION SEE SHEET 5



SCALE: 1" = 50'

COUNTY TRACT No. 927
CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

SURVEYOR'S NOTE
ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:
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- LEGEND
- FOUND AND ACCEPTED MONUMENT AS NOTED
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 - 2' 2' PEDESTRIAN ACCESS EASEMENT
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

Curve Table				Curve Table			
Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C23	24.83'	5118.00'	0° 16' 41"	C59	20.65'	70.00'	16° 54' 12"
C24	50.00'	5118.00'	0° 33' 35"	C60	56.96'	50.00'	65° 15' 58"
C25	4.41'	5118.00'	0° 02' 58"	C61	148.68'	1166.00'	7° 18' 22"
C26	45.59'	5058.00'	0° 30' 59"	C62	6.16'	1073.53'	0° 19' 43"
C27	32.72'	5058.00'	0° 22' 14"	C63	50.38'	1073.53'	2° 41' 19"
C28	27.83'	70.00'	22° 46' 48"	C64	47.52'	5118.00'	0° 31' 55"
C29	0.53'	50.00'	0° 36' 21"	C65	31.29'	20.00'	89° 38' 26"
C30	40.25'	50.00'	46° 07' 09"	C66	5.67'	1013.53'	0° 19' 15"
C31	30.90'	50.00'	35° 24' 52"	C67	50.02'	1013.53'	2° 49' 39"
C32	46.30'	50.00'	53° 03' 40"	C68	50.14'	1013.53'	2° 50' 03"
C33	5.80'	70.00'	4° 44' 56"	C69	50.38'	1013.53'	2° 50' 53"
C34	22.03'	70.00'	18° 01' 52"	C70	77.23'	1013.53'	4° 21' 57"
C35	44.22'	1073.53'	2° 21' 36"	C71	26.96'	20.00'	77° 13' 34"
C36	32.21'	20.00'	92° 15' 59"	C72	31.43'	20.00'	90° 02' 44"
C37	30.66'	20.00'	87° 50' 15"	C73	38.86'	565.00'	3° 56' 27"
C44	79.25'	5118.00'	0° 53' 14"	C74	15.69'	565.00'	1° 35' 28"
C45	78.32'	5058.00'	0° 53' 14"	C75	34.45'	555.00'	3° 33' 22"
C46	117.98'	50.00'	135° 12' 02"	C76	21.45'	555.00'	2° 12' 51"
C47	27.83'	70.00'	22° 46' 48"	C77	31.52'	20.00'	90° 18' 04"
C48	33.92'	20.00'	97° 10' 49"	C78	63.19'	5058.00'	0° 42' 57"
C49	28.79'	20.00'	82° 28' 23"	C79	31.72'	5118.00'	0° 21' 19"
C50	48.19'	1073.53'	2° 34' 20"	C80	233.44'	1013.53'	13° 11' 47"
C51	28.82'	1073.53'	1° 32' 17"	C81	54.55'	565.00'	5° 31' 55"
C52	20.65'	70.00'	16° 54' 12"	C82	55.89'	555.00'	5° 46' 12"
C53	1.16'	50.00'	1° 19' 42"	C83	79.25'	5118.00'	0° 53' 14"
C54	55.80'	50.00'	63° 56' 16"	C197	46.94'	30.00'	89° 38' 26"
C55	54.88'	1166.00'	2° 41' 47"	C198	52.60'	1166.00'	2° 35' 05"
C56	50.86'	1166.00'	2° 29' 57"	C201	6.84'	1166.00'	0° 20' 09"
C57	42.95'	1166.00'	2° 06' 37"	C202	45.77'	1166.00'	2° 14' 56"
C58	77.01'	1073.53'	4° 06' 37"				

Radial Line Table				Radial Line Table				Radial Line Table				Radial Line Table				Radial Line Table			
Line #	Length	Bearing		Line #	Length	Bearing		Line #	Length	Bearing		Line #	Length	Bearing		Line #	Length	Bearing	
R26	66.87'	S00° 00' 19"W		R36	25.00'	S59° 21' 15"E		R47	20.00'	S00° 03' 28"E		R57	40.00'	N89° 57' 22"W		R67	20.00'	S89° 51' 55"E	
R27	60.00'	S00° 52' 55"E		R38	25.00'	N72° 20' 00"E		R48	20.00'	N82° 24' 55"E		R58	40.00'	N87° 12' 59"E		R68	20.00'	S00° 09' 58"E	
R28	60.00'	S00° 00' 19"W		R39	25.00'	S89° 38' 07"E		R49	25.00'	S79° 50' 36"W		R59	40.00'	S84° 22' 55"W		R69	60.00'	S89° 51' 55"E	
R29	40.00'	N00° 16' 22"W		R40	40.00'	N89° 57' 50"W		R50	30.00'	N78° 18' 19"E		R60	40.00'	N81° 32' 02"E		R70	60.00'	S84° 21' 53"W	
R30	40.00'	N00° 49' 58"W		R41	20.00'	S87° 40' 33"W		R51	40.00'	S86° 07' 11"E		R61	20.00'	N77° 10' 05"E		R71	60.00'	S89° 53' 47"W	
R31	40.00'	S00° 21' 56"E		R42	20.00'	S00° 03' 28"E		R52	50.00'	N84° 47' 29"W		R62	20.00'	S00° 03' 28"E		R170	30.00'	N00° 00' 19"E	
R32	30.00'	N00° 00' 19"E		R43	20.00'	S00° 03' 28"E		R53	50.00'	N29° 56' 33"E		R63	20.00'	S00° 03' 28"E		R171	30.00'	S89° 38' 07"E	
R33	25.00'	N22° 47' 06"E		R44	20.00'	N87° 46' 47"E		R54	60.00'	N89° 38' 08"W		R64	20.00'	S89° 53' 47"W		R173	40.00'	S89° 58' 17"E	
R34	50.00'	N22° 10' 45"E		R45	20.00'	N82° 45' 43"E		R55	20.00'	S00° 00' 19"W		R65	40.00'	N85° 57' 21"E		R174	40.00'	N80° 39' 06"E	
R35	25.00'	N23° 56' 24"W		R46	20.00'	N00° 03' 28"W		R56	20.00'	N89° 38' 07"W		R66	40.00'	S87° 55' 15"W		R175	30.00'	N78° 09' 08"E	

609 N. IRWIN ST.

HANFORD, CA. 93230

PH. (559) 582-1056

FILE NO. 0747228

SHEET SIX OF SIX SHEETS

CIVIL ENGINEERS
ZUMWALT
HANSEN
LAND SURVEYORS

Bond No. **9328363-M**
Premium: included in Perf. Bond

MAINTENANCE GUARANTY BOND

KNOW ALL BY THESE PRESENTS, That we, Lennar Homes of California, LLC (as successor-in-interest by conversion from Lennar Homes of California, Inc.), 5 River Park Place East, Suite 210, Fresno, CA 93720, a California limited partnership, as Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196, a corporation organized and existing under the laws of the State of Illinois, and fully authorized to transact business in the State of California, as surety, are held and firmly bound unto City of Hanford, 900 South 10th Avenue, Hanford, CA 93230, as Obligee, in the penal sum of Five hundred fifty-eight thousand eight hundred forty-six and 60/100 (\$558,846.50) to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with Obligee for Maintenance at:

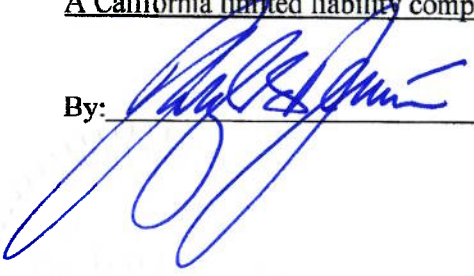
Clementine at Aerie Pointe, Tract 927 – Subdivision Improvements

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of Twelve (12) months from the date of final acceptance of the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No party other than the Obligee shall have any rights hereunder as against the Surety. The aggregate liability of the Surety on this bond obligation shall not exceed the penal sum set forth above for any reason whatsoever.

Signed, sealed and dated October 9, 2025.

Principal:
Lennar Homes of California, LLC,
A California limited liability company

By: 

Surety:

Fidelity and Deposit Company of Maryland

By: 

Mechelle Larkin, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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 Orange

On OCT 09 2025 before me, Marie Claire Trinidad, Notary Public, personally appeared Mechelle Larkin 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

Marie Claire Trinidad, Notary Public

(seal)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Mechelle LARKIN, Kathy R. MAIR, My HUA, Marie Claire TRINIDAD of Irvine, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

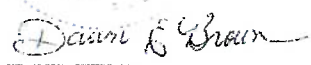
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of February, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: Christopher Nolan
Vice President


By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.


Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of OCT 09 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ACKNOWLEDGMENT

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

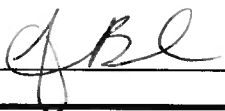
State of California
County of Fresno)

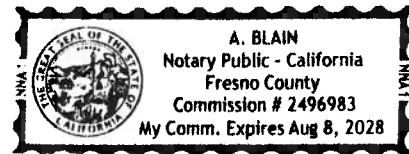
On October 9, 2025 before me, A. Blain, Notary Public
(insert name and title of the officer)

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

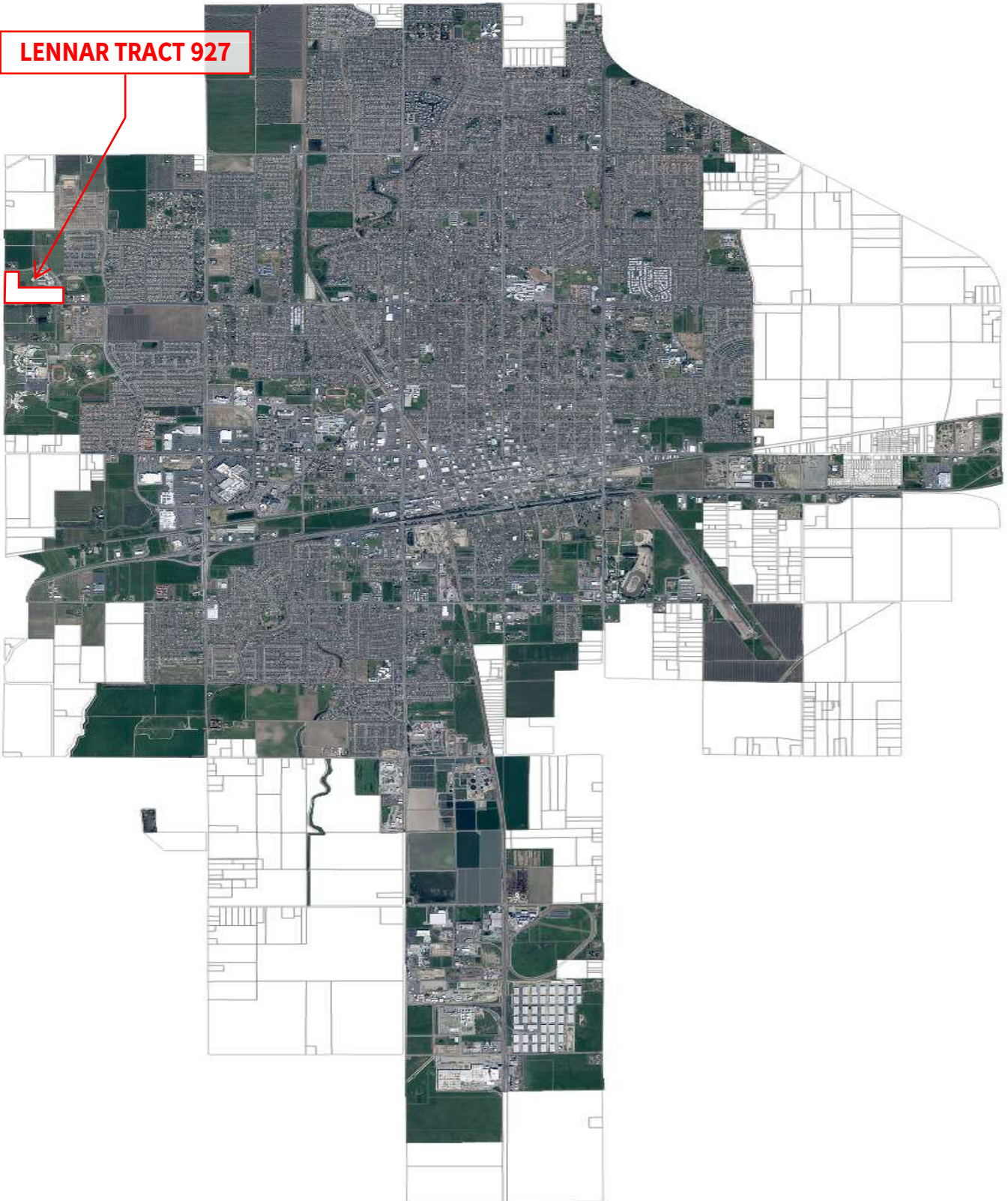
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



LENNAR TRACT 927



AERIAL MAP

TRACT 927

(NOT TO SCALE)





AERIAL MAP

TRACT 927

(NOT TO SCALE)



RECORDING REQUESTED BY:
CITY OF HANFORD

When recorded return to:

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

G.C. 27361.3 - Fee NIL

NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located near: Northeast corner of 13th Avenue and Grangeville Boulevard in the City of Hanford
2. The Improvement is particularly described as: Tract 927 Subdivision Infrastructure Improvements.
3. The date of completion of the work of Improvement: 09/29/25
4. The Owner of the work of Improvement: City of Hanford
5. The nature of the owner's interest or estate: Fee Simple
6. The name of the original contractor for the work of Improvement: Lennar Homes of California, Inc.
7. The surety for the work of Improvement: Zurich American Insurance Company – Bond 9328363-M
8. Accepted by minute action of the City Council of the City of Hanford on: _____, 2025.

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

Dated this _____ day of _____, 2025.

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

I, the undersigned, say:

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

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

Executed at Hanford, California, this _____ day of _____ 2025.

BY: _____

Travis Paden, Mayor

City of Hanford, County of Kings, State of California

Authority: Section 1181 Civil Code

RECORDING REQUESTED BY:
CITY OF HANFORD

When recorded return to:

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

G.C. 27361.3 - Fee NIL

NOTICE OF COMPLETION

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8. Accepted by minute action of the City Council of the City of Hanford on: _____, 2025.

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BY: _____

Travis Paden, Mayor
City of Hanford, County of Kings, State of California

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

Executed at Hanford, California, this _____ day of _____ 2025.

BY: _____

Travis Paden, Mayor
City of Hanford, County of Kings, State of California

Authority: Section 1181 Civil Code



AGENDA STAFF REPORT

MEETING DATE: 10/21/2025

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of the Notice of Completion for Tract No. 928 Unit 4 Unit, at the Southeast corner of Fargo Ave and Centennial Dr., in the City of Hanford.

RECOMMENDATION:

That the City Council, by motion, approve the Notice of Completion for Tract No. 928 Unit 4 and authorize the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.

BACKGROUND:

San Joaquin Valley Home's Bonterra and Bella Vista, Tract 928 Unit 4, is a 94-lot single-family residential development located at the Southeast corner of Fargo Ave and Centennial Dr., as shown on the attached Final Map. The Final Map for Tract 928 Unit 4 was approved by the Hanford City Council on June 20, 2023. The developer, Presidio JJR Bonterra II 160, LLC & Presidio JJR Bella Vista II 150, LLC has completed all required public improvements for the subdivision and provided a warranty security (Maintenance Bond) in the amount of **\$389,436.80**, representing ten percent (10%) of the total improvement costs. The Maintenance Bond is held for one year following the recording of the Notice of Completion and serves as a warranty for the public improvements installed under the subdivision agreement.

FISCAL IMPACT:

The right-of-way dedication and easements were provided at no cost to the City. All subdivision improvements were constructed at the developer's expense. The Landscape and Lighting Maintenance District for Tract No. 928 unit 4 – San Joaquin Valley Homes, Bella Vista Phase IV Subdivision will be maintained under **Resolution No. 22-20-R, A Resolution of the City Council of the City of Hanford Annexing Additional Properties to Assessment District No. 20-01-C, and Confirming Levy and Collection of Annual Assessments for Tract No. 928, Units I thru Units IV, Bella Vista Phase IV Subdivision**, adopted on July 18, 2023. The formation of this Landscape and Lighting Maintenance District occurred prior to being superseded by the formation of Community Facility Districts (CFDs). All maintenance of public improvements within this subdivision will be funded through the Assessment District.

Should any portion of the subdivision improvements be determined eligible for City reimbursement under an applicable agreement or program, the amount and terms of such reimbursement will be negotiated and presented to the City Council at a future meeting for separate consideration and approval.

ATTACHMENTS:

1. Tr 928 Unit 4 - Subdivision Improvement Agreement
2. Tr 928 Unit 4 - Final Map (RECORDED)
3. Tr 928 Unit 4 - Maintenance Bonds
4. Tr 928 Unit 4- Aerial Maps
5. Tr 928 Unit 4 - Notice of Completion
6. Tr 928 Unit 4 - Notice of Completion

**CITY OF HANFORD
SUBDIVISION AGREEMENT**

TRACT NO. 928 Unit IV

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between PRESIDIO JJR BONTERRA II 160, LLC & PRESIDIO JJR BELLA VISTA II 150, LLC, ("SUBDIVIDER"), and the City of Hanford, a Municipal Corporation ("CITY").

RECITALS

A. The SUBDIVIDER has presented to the CITY a final map of the proposed Subdivision of certain real property located within the city limits of the City and more particularly described in Exhibit "A" which has been filed with the City Engineer and is made a part hereof by reference ("Final Map") and identified as Tract No. 928 Unit IV ("SUBDIVISION"). The real property is to be developed in accordance with subdivision improvement plans, which have been filed with the City Engineer and are made a part hereof by reference and identified as Exhibit "B" ("Improvement Plans"). SUBDIVIDER has requested that the CITY accept and approve the Final Map and the dedications delineated and shown on the Final Map for the use and purposes specified thereon, and otherwise approve the Final Map in order that the same may be recorded as required by law.

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

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

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

NOW THEREFORE, it is hereby agreed as follows:

1. Improvements.

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

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

2. Inspection.

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

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

CITY shall schedule a preliminary final inspection and a deficiency list shall be compiled and submitted to the SUBDIVIDER for correction. Upon completion of all corrections or additional work as outlined by the deficiency list, the SUBDIVIDER shall certify in writing that all corrections have been completed and request a final inspection. Upon finding that all items have been corrected and upon receipt of as-built improvement plans, the Improvements may be provisionally accepted by the CITY pending approval of the final map and subdivision agreement for Tract No. 928 Unit IV, by the City Council.

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

3. Costs and Fees.

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

4. Security.

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

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

(a) Faithful performance sureties, not in excess of ninety percent (90%) of the estimated costs of the individual items of public improvements, may be released or the required surety amounts may be reduced as work is satisfactorily completed and tentatively accepted by the CITY.

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

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

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

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

5. Liability

a. SUBDIVIDER, at SUBDIVIDER's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

i. **Workers Compensation Coverage.** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

ii. **Commercial General Liability (CGL) Coverage.** Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with a limit of no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, and a general aggregate limit of no less than FOUR MILLION AND NO/100 DOLLARS (\$4,000,000).

iii. **Automobile Liability Coverage.** ISO Form Number CA 0001 covering any auto (Code 1), or if SUBDIVIDER has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

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

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

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

b. Any deductibles or self-insured retentions must be declared to and approved by the City.

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

i. The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of SUBDIVIDER including materials, parts, or equipment furnished in connection with such work or operations; products used by SUBDIVIDER; or automobiles owned, leased, hired or borrowed by SUBDIVIDER. General liability coverage can be provided in the form of an endorsement to SUBDIVIDER's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38 and CG 20 37 if a later edition is used. The

coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees or volunteers.

ii. For any claims related to this Agreement, SUBDIVIDER's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as to the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of SUBDIVIDER's insurance and shall be non-contributory.

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

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

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

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

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

6. Indemnification.

SUBDIVIDER hereby agrees to and shall protect, indemnify and hold harmless the CITY and all officials, officers, agents, representatives and employees thereof from and against any and all liability, loss, claims or damages of whatsoever kind or character, including attorneys' fees and costs of all types, to the extent arising out of, or related, directly or indirectly, to the work to be performed pursuant to this Agreement or the acts or omissions of the SUBDIVIDER, SUBDIVIDER's independent contractors, employees, representatives, agents and invitees. These indemnification and hold-harmless provisions shall be in full force and effect regardless of

whether or not there shall be insurance policies covering such damages, claims, or liability. This indemnification shall be binding upon the SUBDIVIDER whether or not there are any allegations of fault, negligence or liability of the parties indemnified hereunder and shall survive the completion of construction of the IMPROVEMENTS.

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

7. Permits and Compliance.

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

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

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

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

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

In accordance with Section 16.24.090 of the Hanford Municipal Code, construction methods and materials for all Improvements shall conform to the Standards and Specifications of the CITY. Construction shall not commence until required Improvement Plans have been approved by the City Engineer and payment of all fees have been received by the CITY.

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

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

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

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

8. Scheduling.

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

9. Soil and Dust Control Provisions.

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

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

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

10. Reimbursement.

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

11. Prevailing Wage Laws, Rules and Regulations.

SUBDIVIDER shall comply with and shall require all contractors to comply with all prevailing wage laws, rules and regulations applicable to the SUBDIVISION. Unless

otherwise advised in writing by the City, SUBDIVIDER shall be solely responsible for making any and all decisions regarding any portion or aspect of the SUBDIVISION including, without limitation, any form of reimbursement by the City to the SUBDIVIDER or any contractor, that will require the payment of prevailing wages. Further, SUBDIVIDER will be solely responsible for the payment of any claims, fines, penalties, reimbursements, payments or any other actions that may be initiated against applicant or any contractor as a result of failure to pay prevailing wages.

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

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

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

receipt of an itemized written invoice from the City for costs actually incurred. Failure of the SUBDIVIDER to timely reimburse the City shall be considered a material violation of the conditions of approval of the SUBDIVISION.

12. Sole and Only Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding such matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement, and no other agreement, statement or promises shall be valid or binding.

13. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

14. Attorneys' Fees.

If an action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Kings, State of California for any proceeding arising hereunder.

15. Successors and Assigns.

The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This Agreement shall not be assignable by SUBDIVIDER without the express prior written consent of CITY.

16. Governing Law.

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

17. Time of the Essence.

Time is of the essence of this Agreement.

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

18th day of MAY, 2023.

SUBDIVIDER:

Presidio JJR Bonterra II 160, LLC & Presidio JJR
Bella Vista II 150, LLC

By: _____

Joseph A. Leal, President

CITY OF HANFORD APPROVAL:

By: _____

Lisa Dock, P.E.
City Engineer, City of Hanford

ATTEST:

By: _____

Natalie Corral
City Clerk, City of Hanford

EXHIBIT "C"

SUBDIVISION IMPROVEMENT COST ESTIMATE

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

ESTIMATED CONSTRUCTION COST

Sanitary Sewers

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

\$215,005.00

Storm Sewers

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

\$59,860.00

Water System

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

\$365,826.00

Curb and Gutter and Other Concrete Construction

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

\$583,201.00

Street Surfacing

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

\$645,697.00

Street Lighting

Install street lighting as shown on the approved Improvement Plans in accordance with City Standards and Specifications. **\$82,500.00**

Street Barricades

Install street barricades as shown on the approved Improvement Plans in accordance with City Standards and Specifications. **\$ 0.00**

Fencing, Landscaping, and Irrigation System

Construct fencing, block walls and install landscape and irrigation system improvements, misc. as shown on the approved Improvement Plans in accordance with City Standards and Specifications. **\$448,520.00**

Monuments and Lot Markers

Install permanent monuments and lot markers in accordance with City Standards and Specifications. **\$ 3,200.00**

Engineering Services

Engineering, surveying, & geotechnical services associated with Completion of the Subdivision Improvements. **\$99,000.00**

Earthwork Improvements

- Excavation & Compaction **\$159,512.00**
- Subgrade Compaction & Fine Grade **\$40,955.00**
- Final Lot Grading **\$ 33,626.00**

- Total Improvements subject to Plan Review & Insp. Fees **\$2,736,902.00**
- Total Improvements with 10% Contingency **\$3,010,592.20**
- Total Improvements with 20% Prevailing Wage **\$3,612,710.64**

Private Utilities

- Applicant Install Utilities Onsite Construct with 10% Contingency and 20% Prevailing Wage **\$281,657.31**

Total Estimated Improvement Cost (To be bonded with Final Map) **\$3,894,367.95**

SECURITY REQUIREMENTS

Performance	<u>\$3,894,367.95</u>
Labor and Materials	<u>\$1,947,183.98</u>
Warranty (Minimum 12-mo. from N.O.C.)	<u>\$ 389,436.80</u>

City Engineering Plan Review and Inspection Fee Schedule

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

(1) 6% of first	\$ 5,000.00	\$ 300.00
(2) 5% of next	\$ 20,000.00	\$ 1,000.00
(3) 4.5% of next	\$ 75,000.00	\$ 3,375.00
(4) 3.5% of next	\$150,000.00	\$ 5,250.00
(5) 2% over	\$250,000.00	\$ 82,812.36

Total City Engineering Review and Inspection Fee obligation	\$ 82,812.36
Fee balance payable with this Agreement Acct. #001-2010-4937	<u>\$ 82,812.36</u>

NOTE:

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

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

Sewer Benefit District, Acct. #161-2161-5494 (0.00 Ac @ \$0.00/Ac)	<u>\$ 0.00</u>
Street Sign Fee, Acct. #001-2010-4937 (6 @ \$200.00 Ea.) (Per intersection cost for sign blades furnished by City.)	<u>\$ 1,200.00</u>
Final Map Review Fee, Acct. #001-2010-4937 (Additional fees to be determined at completion of final map review.)	<u>\$ 950.00</u>
Engineering Plan Review & Inspection Fees, Acct. #001-2010-4937	<u>\$ 82,812.36</u>
Storm Drainage Impact Fees, Acct. #184-2184-5504 (N/A) (Onsite drainage Basin provided, no impact to existing City drainage facilities)	<u>\$ 0.00</u>
Building Dept. block wall plan review fees paid from Acct. #001-2010-4937	<u>\$ 1,829.09</u>

SUBTOTAL	<u>\$ 86,791.45</u>
PAID	<u>\$ 0.00</u>
BALANCE DUE:	<u>\$ 86,791.45</u>

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

ENGINEER'S STATEMENT

THIS MAP CONSISTING OF SIX SHEETS WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JIM ROBINSON OF SAN JOAQUIN VALLEY HOMES IN THE MONTHS OF MAY 2022 THROUGH OCTOBER 2022. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS 26th DAY OF June, 2023.


JOHN A. ZUMWALT, R.C.E. 21489

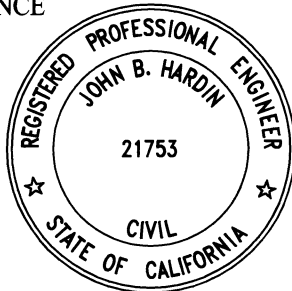


ACTING CITY SURVEYOR

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

DATED THIS 14th DAY OF JUL, 2023.


JOHN B. HARDIN, R.C.E. 21753
ACTING FOR THE CITY OF HANFORD

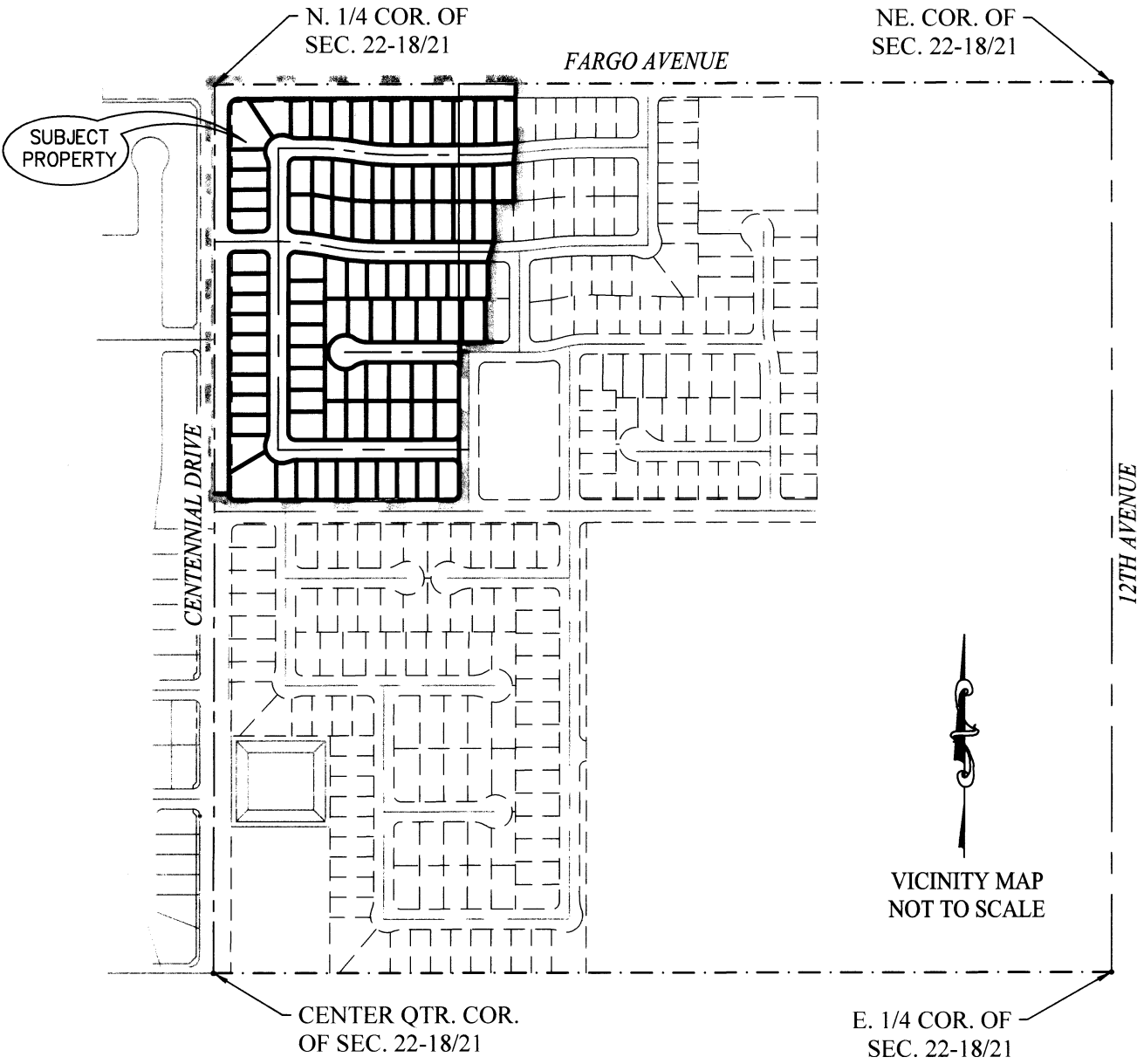


CITY ENGINEER'S STATEMENT

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

DATED THIS 17th DAY OF July, 2023.


LISA DOCK, CITY ENGINEER R.C.E. 68224



Per section 66436 (a)(3)(B) of the Government code, signatures were omitted for an easement for an irrigation pipeline recorded in Book 1167 at Page 155 of Official Records in the office of the Kings County Recorder. The pipeline referred to in the document no longer exists which would have benefited a property which no longer uses ditch water. The former location of the pipeline cannot be determined.

TAX COLLECTOR'S STATEMENT

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

DATE: 04/27/23

ERIK GONZALEZ, CPA, DIRECTOR OF FINANCE

BY: Daisy Magaña, Deputy

NOTICE OF ABANDONMENT

AN EXISTING EASEMENT TO THE CITY OF HANFORD PER DOCUMENT RECORDED ON JUNE 22, 2022, AS DOCUMENT # 2211925 OF OFFICIAL RECORDS IN THE OFFICE OF THE KINGS COUNTY RECORDER'S OFFICE WAS OMITTED FROM THIS MAP AND THEREFORE ABANDONED PER PROVISIONS OF SECTION 66434(g) OF THE GOVERNMENT CODE

CITY CLERK'S CERTIFICATE

I HEREBY STATE THAT AT A REGULAR MEETING OF THE HANFORD CITY COUNCIL HELD ON THE 18th DAY OF July, 2023, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE GENERAL PUBLIC, THE STREETS, EASEMENTS, AS INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

DATED THIS 20 DAY OF July, 2023.


NATALIE CORRAL, CITY CLERK

PLANNING COMMISSION CERTIFICATE

APPROVED BY THE HANFORD PLANNING COMMISSION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW IN DULY AUTHORIZED MEETING HELD June 13, 2023.
DATED THIS 20 DAY OF July, 2023.


JASON WATERS, COMMUNITY DEVELOPMENT DIRECTOR

RECORDER'S CERTIFICATE

FEE BOOK NO. 2311507 FEE PAID \$93.00
RECORDED AT THE REQUEST OF ZUMWALT-HANSEN & ASSOCIATES, INC. ON THIS 4th DAY OF August, 2023, AT 58 MINUTES PAST 2 O'CLOCK IN VOLUME 27 OF LICENSED SURVEYORS' PLATS, AT PAGE 28, KINGS COUNTY RECORDS.

KRISTINE LEE, KINGS COUNTY RECORDER

BY: 
DEPUTY Justine Sumaya

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

OWNER'S STATEMENT
WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY AND THAT WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN ON THIS MAP AND DO HEREBY DEDICATE IN FEE TO PUBLIC USE ALL OF THE STREETS. WE ALSO DEDICATE THOSE EASEMENTS SHOWN HEREON FOR PUBLIC UTILITIES, LANDSCAPE AND SIDEWALKS.

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

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

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

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

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF TULARE
ON MAY 19, 2023 BEFORE ME, AMANDA RAMOS
NOTARY PUBLIC, PERSONALLY APPEARED JOSEPH A. LEAL
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/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 Amanda Ramos
(PRINT NAME) AMANDA RAMOS
MY COMMISSION NO. 2396938 MY COMMISSION EXPIRES 04/10/2026
PRINCIPAL OFFICE IN COUNTY OF TULARE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF TULARE
ON MAY 19, 2023 BEFORE ME, AMANDA RAMOS
NOTARY PUBLIC, PERSONALLY APPEARED JOSEPH A. LEAL
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/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 Amanda Ramos
(PRINT NAME) AMANDA RAMOS
MY COMMISSION NO. 2396938 MY COMMISSION EXPIRES 04/10/2026
PRINCIPAL OFFICE IN COUNTY OF TULARE

N-1/4 COR. OF SEC. 22-18/21
FD. 2" GALV. I.P. WITH BRASS
CAP STAMPED R.C.E. 21489 IN A
MONUMENT WELL, FLUSH IN
PAVEMENT

BASIS OF BEARINGS
(N89° 50' 39"E 2671.87') [S89° 50' 51"W 2672.01']
N89° 50' 39"E 2671.75'

NE COR. OF SEC. 22-18/21
FD. 2" BRASS CAP IN CONCRETE,
DOWN 1" STAMPED L.S. 4375,
PER K.C.C.R. #3207

COUNTY TRACT No. 928 UNIT IV

CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

LEGAL DESCRIPTION

DESIGNATED REMAINDER PARCEL, IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED DECEMBER 9, 2021 IN BOOK 21, PAGE 35 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THE DESIGNATED REMAINDER PARCEL, IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED JUNE 22, 2022 IN VOLUME 27, PAGE 07 OF LICENSED SURVEYOR PLATS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
CONTAINING 22.84 ACRES +/-

BASIS OF BEARINGS

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

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

SIDE AND REAR LOT CORNERS OF LOTS 188-198 & LOTS 264-280 ADJACENT TO CENTENNIAL DRIVE AND FARGO AVENUE ARE MONUMENTED BY 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED R.C.E. 21489, SET 6"± DEEP, ON THE LOT LINE A DISTANCE OF 14.00' (PERPENDICULAR) FROM THE SIDE OR REAR CORNER. THE REAR LOT CORNERS OF LOTS 198-207 ADJACENT TO SANGIOVESE ARE OF THE SAME CHARACTER BUT ONLY 9' (PERPENDICULAR) FROM THE REAR CORNER.

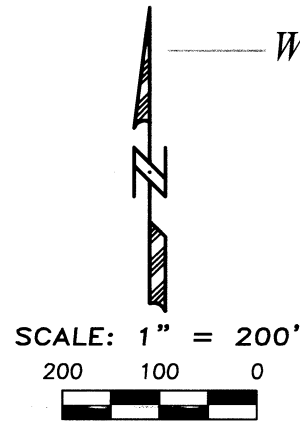
SPECIAL MONUMENT NOTE:

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

LEGEND

- FOUND AND ACCEPTED MONUMENT AS NOTED
 - FD. 1/2" REBAR WITH PLASTIC TAG STAMPED R.C.E. 21489 DN 6"±
 - ▲ FD. 2" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN A MONUMENT WELL, FLUSH IN PAVEMENT
 - SET STEEL SPIKE WITH BRASS TAG, R.C.E. 21489, FLUSH IN PAVEMENT
 - △ SET 2"x24" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, MONUMENT WELL SET FLUSH IN PAVEMENT
 - LOT CORNERS ARE MARKED WITH 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, SET 6" DEEP, SEE SPECIAL MONUMENTATION NOTE
 - INDICATES 6' PUBLIC UTILITY EASEMENT, EXCEPT AS NOTED
 - △ NOW OFFERED FOR DEDICATION AS PUBLIC STREETS
 - () RECORD DATA PER L.S.P. 21-53, K.C.R.
 - { } RECORD DATA PER DEED BK. 1149, PG 495, O.R.
 - [] RECORD DATA PER P.M. 8-17, K.C.R. (OR CALCULATED THEREFROM)
 - [] RECORD DATA PER L.S.P. 26-88 K.C.R.
 - (()) RECORD DATA PER L.S.P. 26-19, K.C.R.
 - (1234) INDICATES STREET ADDRESSES
 - ACCESS DENIED TO CENTENNIAL DR., W. SANGIOVESE ST. AND FARGO AVE.
 - DISTINCTIVE BORDER
 - [2'] 2' PEDESTRIAN ACCESS EASEMENT
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	{176.19'}	N0° 04' 24"E	L7	{108.00'}	N0° 04' 24"E
L2	{61.05'}	N5° 47' 48"E	L8	{8.00'}	N89° 56' 31"E
L3	{112.40'}	N0° 04' 24"E	L9	{130.00'}	N0° 04' 24"E
L4	{60.01'}	N89° 10' 04"E	L10	{77.00'}	N89° 56' 31"E
L5	{120.93'}	N0° 04' 24"E			
L6	{62.40'}	N15° 53' 04"E			



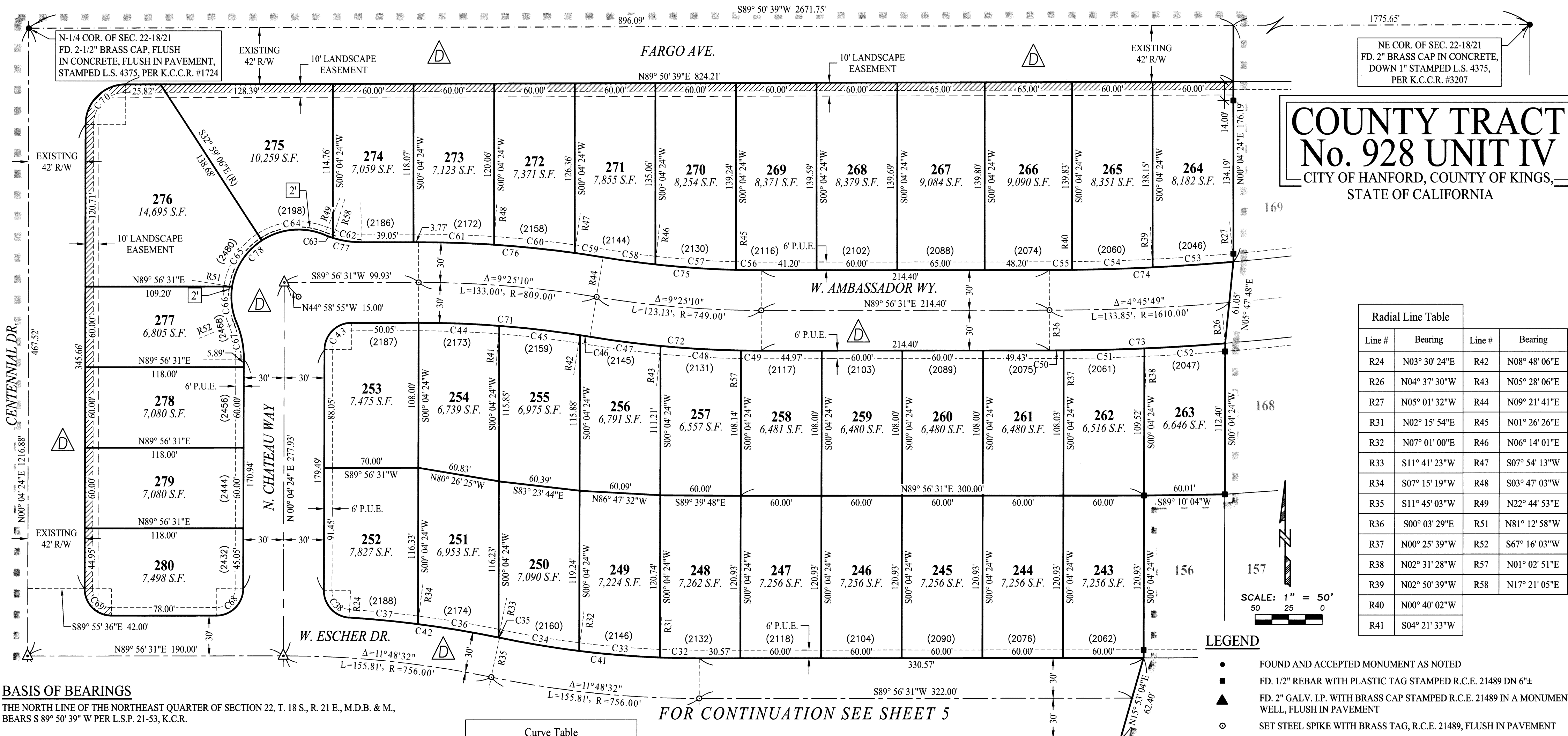
ZUMWALT
HANSEN INC.
A Company

609 N. IRWIN ST. HANFORD, CA. 93230

PH. (559) 582-1056

FILE NO. 220196

SHEET THREE OF SIX SHEETS



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

Radial Line Table			
Line #	Bearing	Line #	Bearing
R24	N03° 30' 24"E	R42	N08° 48' 06"E
R26	N04° 37' 30"W	R43	N05° 28' 06"E
R27	N05° 01' 32"W	R44	N09° 21' 41"E
R31	N02° 15' 54"E	R45	N01° 26' 26"E
R32	N07° 01' 00"E	R46	N06° 14' 01"E
R33	S11° 41' 23"W	R47	S07° 54' 13"W
R34	S07° 15' 19"W	R48	S03° 47' 03"W
R35	S11° 45' 03"W	R49	N22° 44' 53"E
R36	S00° 03' 29"E	R51	N81° 12' 58"W
R37	N00° 25' 39"W	R52	S67° 16' 03"W
R38	N02° 31' 28"W	R57	N01° 02' 51"E
R39	N02° 50' 39"W	R58	N17° 21' 05"E
R40	N00° 40' 02"W		
R41	S04° 21' 33"W		

- LEGEND**
- FOUND AND ACCEPTED MONUMENT AS NOTED
 - FD. 1/2" REBAR WITH PLASTIC TAG STAMPED R.C.E. 21489 DN 6"±
 - ▲ FD. 2" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN A MONUMENT WELL, FLUSH IN PAVEMENT
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 - () RECORD DATA PER L.S.P. 21-53, K.C.R.
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 - [2'] 2' PEDESTRIAN ACCESS EASEMENT
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BASIS OF BEARINGS
THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, T. 18 S., R. 21 E., M.D.B. & M., BEARS S 89° 50' 39" W PER L.S.P. 21-53, K.C.R.

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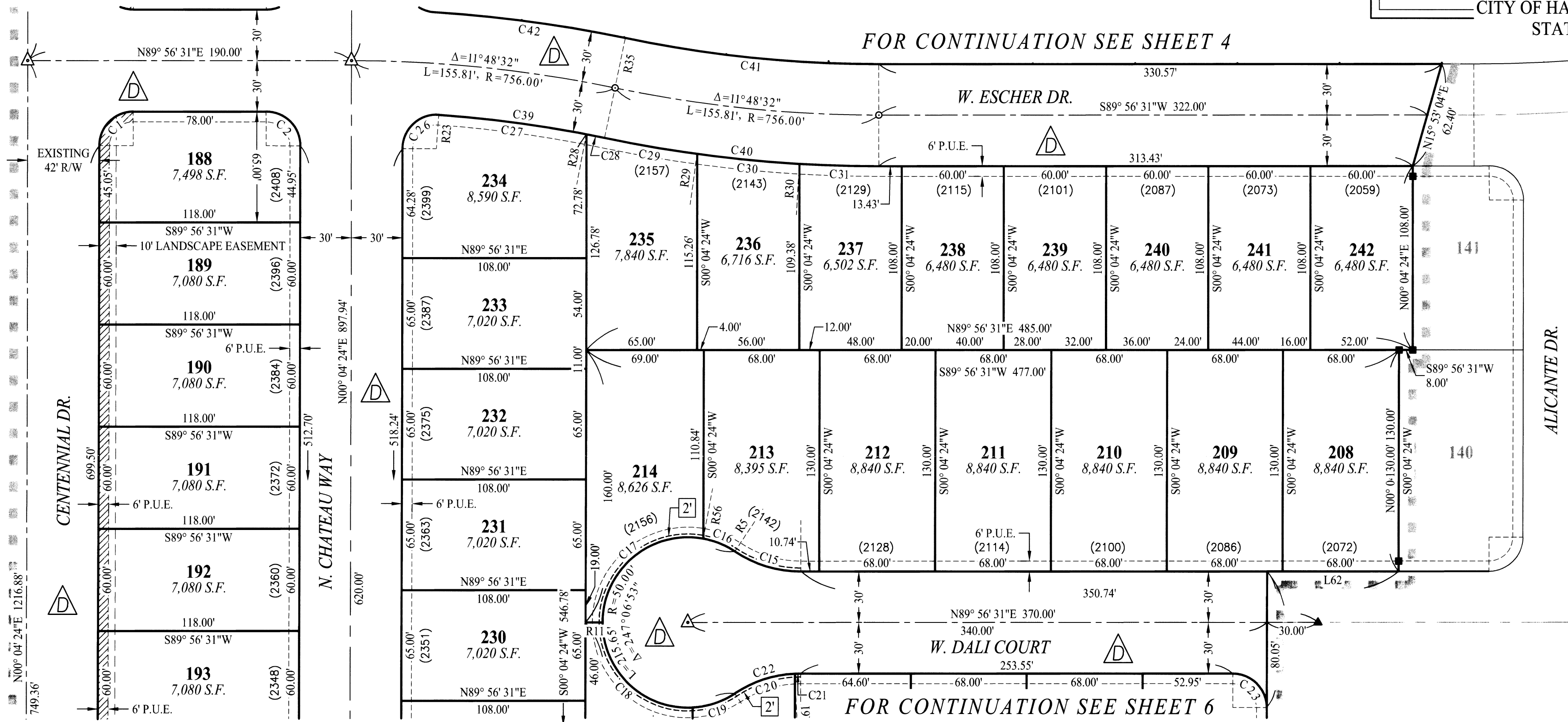
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Curve Table				FOR CONTINUATION SEE SHEET 5			
Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C32	29.44'	726.00'	2° 19' 23"	C46	7.61'	779.00'	0° 33' 34"
C33	60.21'	726.00'	4° 45' 06"	C47	52.93'	779.00'	3° 53' 35"
C34	59.99'	726.00'	4° 44' 03"	C48	60.11'	779.00'	4° 25' 15"
C35	0.84'	786.00'	0° 03' 40"	C49	15.03'	779.00'	1° 06' 19"
C36	60.83'	786.00'	4° 26' 04"	C50	10.57'	1640.00'	0° 22' 10"
C37	51.43'	786.00'	3° 44' 56"	C51	60.03'	1640.00'	2° 05' 49"
C38	30.22'	20.00'	86° 34' 01"	C52	60.13'	1640.00'	2° 06' 02"
C41	149.63'	726.00'	11° 48' 32"	C53	60.15'	1580.00'	2° 10' 53"
C42	113.10'	786.00'	8° 14' 39"	C54	60.03'	1580.00'	2° 10' 37"
C43	31.37'	20.00'	89° 52' 07"	C55	16.80'	1580.00'	0° 36' 33"
C44	60.05'	779.00'	4° 25' 01"	C56	18.80'	719.00'	1° 29' 54"
C45	60.40'	779.00'	4° 26' 34"	C57	60.15'	719.00'	4° 47' 35"
				C58	39.25'	719.00'	3° 07' 40"
				C59	21.35'	839.00'	1° 27' 28"
				C60	60.32'	839.00'	4° 07' 09"
				C61	56.26'	839.00'	3° 50' 32"
				C62	21.27'	70.00'	17° 24' 34"
				C63	6.59'	70.00'	5° 23' 48"
				C64	48.64'	50.00'	55° 43' 59"
				C65	42.09'	50.00'	48° 13' 52"
				C66	27.50'	50.00'	31° 30' 59"
				C67	27.86'	70.00'	22° 48' 21"
				C68	31.37'	20.00'	89° 52' 07"
				C69	31.46'	20.00'	90° 07' 53"
				C70	47.00'	30.00'	89° 46' 15"
				C71	128.07'	779.00'	9° 25' 10"
				C72	128.07'	779.00'	9° 25' 10"
				C73	130.72'	1640.00'	4° 34' 01"
				C74	136.98'	1580.00'	4° 58' 03"
				C75	118.20'	719.00'	9° 25' 10"
				C76	137.93'	839.00'	9° 25' 10"
				C77	27.86'	70.00'	22° 48' 21"
				C78	118.23'	50.00'	135° 28' 50"



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



BASIS OF BEARINGS

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

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

SIDE AND REAR LOT CORNERS OF LOTS 188-198 & LOTS 264-280 ADJACENT TO CENTENNIAL DRIVE AND FARGO AVENUE ARE MONUMENTED BY 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED R.C.E. 21489, SET 6"± DEEP, ON THE LOT LINE A DISTANCE OF 14.00' (PERPENDICULAR) FROM THE SIDE OR REAR CORNER. THE REAR LOT CORNERS OF LOTS 198-207 ADJACENT TO SANGIOVESE ARE OF THE SAME CHARACTER BUT ONLY 9' (PERPENDICULAR) FROM THE REAR CORNER.

SPECIAL MONUMENT NOTE:

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

LEGEND

- FOUND AND ACCEPTED MONUMENT AS NOTED
 - FD. 1/2" REBAR WITH PLASTIC TAG STAMPED R.C.E. 21489 DN 6"±
 - ▲ FD. 2" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN A MONUMENT WELL, FLUSH IN PAVEMENT
 - SET STEEL SPIKE WITH BRASS TAG, R.C.E. 21489, FLUSH IN PAVEMENT
 - △ SET 2"X24" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, MONUMENT WELL SET FLUSH IN PAVEMENT
 - LOT CORNERS ARE MARKED WITH 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, SET 6" DEEP, SEE SPECIAL MONUMENTATION NOTE
 - INDICATES 6' PUBLIC UTILITY EASEMENT, EXCEPT AS NOTED
 - △ NOW OFFERED FOR DEDICATION AS PUBLIC STREETS
 - () RECORD DATA PER L.S.P. 21-53, K.C.R.
 - { } RECORD DATA PER DEED BK. 1149, PG 495, O.R.
 - [] RECORD DATA PER P.M. 8-17, K.C.R. (OR CALCULATED THEREFROM)
 - [] RECORD DATA PER L.S.P. 26-88 K.C.R.
 - (()) RECORD DATA PER L.S.P. 26-19, K.C.R.
 - (1234) INDICATES STREET ADDRESSES
 - ACCESS DENIED TO CENTENNIAL DR., W. SANGIOVESE ST. AND FARGO AVE.
 - DISTINCTIVE BORDER
 - [2'] 2' PEDESTRIAN ACCESS EASEMENT
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

Curve Table				Curve #	Length	Radius	Delta	Radial Line Table	
Curve #	Length	Radius	Delta					Line #	Bearing
C1	31.37'	20.00'	89° 52' 07"	C23	31.46'	20.00'	90° 07' 53"	R5	N33° 29' 58"E
C2	31.46'	20.00'	90° 07' 53"	C26	32.78'	20.00'	93° 55' 12"	R11	S89° 56' 31"W
C15	41.00'	70.00'	33° 33' 26"	C27	87.41'	726.00'	6° 53' 53"	R23	S03° 59' 37"W
C16	20.12'	50.00'	23° 03' 28"	C28	10.89'	726.00'	0° 51' 33"	R28	N10° 53' 30"E
C17	87.70'	50.00'	100° 29' 58"	C29	55.12'	786.00'	4° 01' 04"	R29	N07° 43' 59"E
C18	81.43'	50.00'	93° 18' 25"	C30	60.29'	786.00'	4° 23' 41"	R30	N03° 20' 18"E
C19	26.40'	50.00'	30° 15' 02"	C31	46.59'	786.00'	3° 23' 47"	R35	S11° 45' 03"W
C20	37.59'	70.00'	30° 46' 16"	C39	98.29'	726.00'	7° 45' 26"	R56	N10° 26' 29"E
C21	3.40'	70.00'	2° 47' 11"	C40	162.00'	786.00'	11° 48' 32"		
C22	41.00'	70.00'	33° 33' 26"						

LINE TABLE		
LINE #	LENGTH	DIRECTION
L62	77.00'	N89° 56' 31"E

ZUMWALT
HANSEN INC.
A Company

609 N. IRWIN ST.

HANFORD, CA. 93230

PH. (559) 582-1056

FILE NO. 220196

SHEET FIVE OF SIX SHEETS

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

FOR CONTINUATION SEE SHEET 5

BASIS OF BEARINGS

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

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

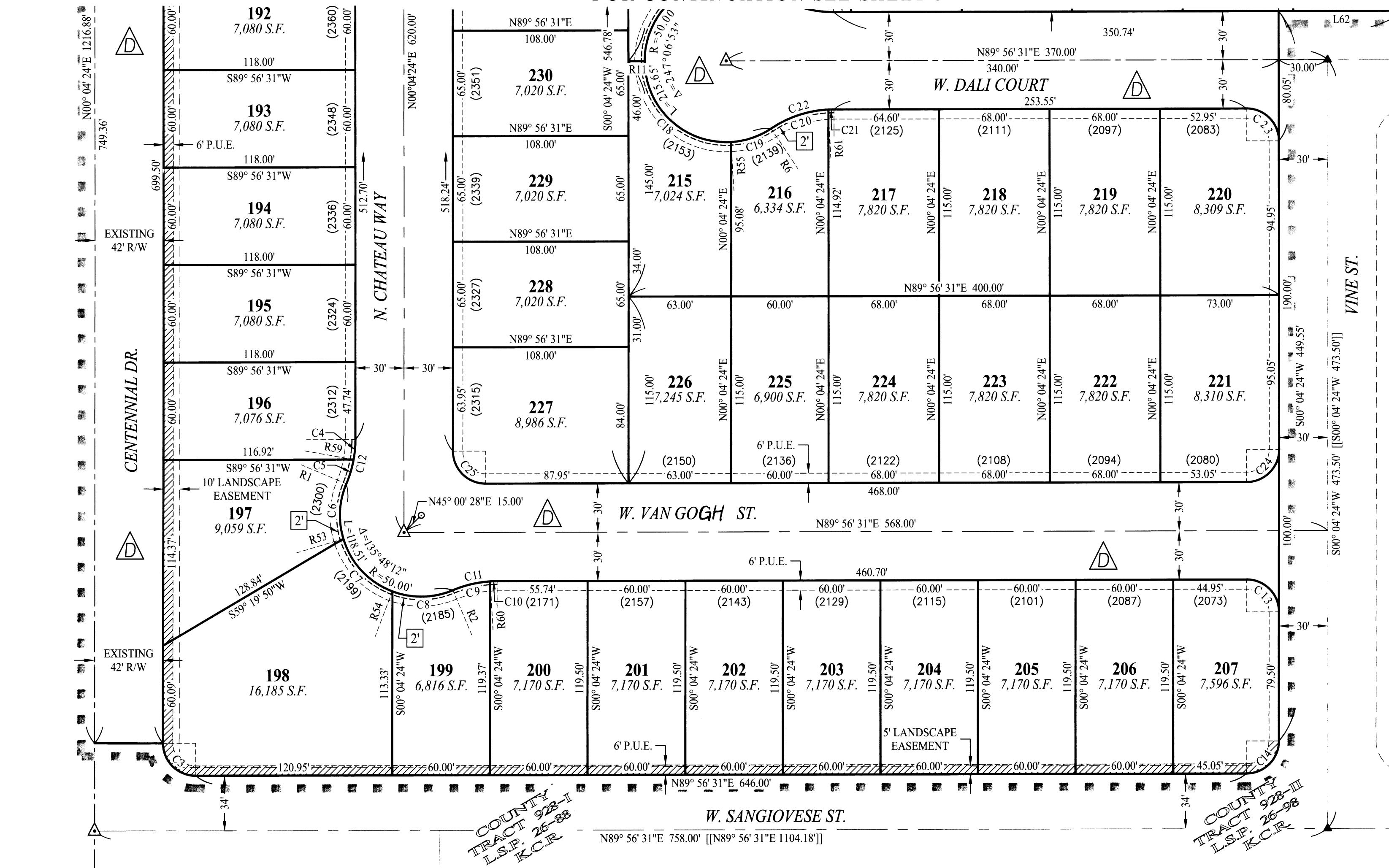
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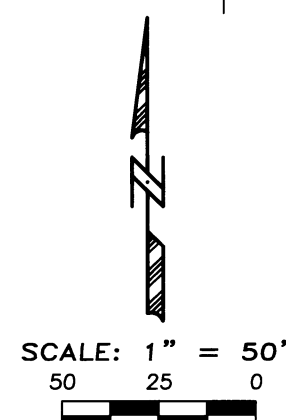
LEGEND

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Curve Table				Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
Curve #	Length	Radius	Delta	C9	23.64'	70.00'	19° 20' 47"	C18	81.43'	50.00'	93° 18' 25"	C24	31.37'	20.00'	89° 52' 07"
C3	31.46'	20.00'	90° 07' 53"	C10	4.26'	70.00'	3° 29' 22"	C19	26.40'	50.00'	30° 15' 02"	C25	31.46'	20.00'	90° 07' 53"
C4	12.32'	70.00'	10° 05' 16"	C11	27.90'	70.00'	22° 50' 09"	C20	37.59'	70.00'	30° 46' 16"				
C5	15.57'	70.00'	12° 44' 53"	C12	27.90'	70.00'	22° 50' 09"	C21	3.40'	70.00'	2° 47' 11"				
C6	34.60'	50.00'	39° 39' 13"	C13	31.46'	20.00'	90° 07' 53"	C22	41.00'	70.00'	33° 33' 26"				
C7	45.88'	50.00'	52° 34' 39"	C14	31.37'	20.00'	89° 52' 07"	C23	31.46'	20.00'	90° 07' 53"				
C8	38.02'	50.00'	43° 34' 19"												

Radial Line Table		Line #	Bearing
Line #	Bearing	R54	S20° 40' 42"W
R1	S67° 05' 26"E	R55	S03° 21' 53"E
R2	S22° 53' 38"E	R59	N79° 50' 19"W
R6	S33° 36' 55"E	R60	S03° 32' 50"E
R11	S89° 56' 31"W	R61	S02° 50' 39"E
R53	N73° 15' 21"E		



ZUMWALT
HANSEN INC.
A Company

609 N. IRWIN ST.

HANFORD, CA. 93230

PH. (559) 582-1056

FILE NO. 220196

SHEET SIX OF SIX SHEETS

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Presidio JJR Bella Vista II 150, LLC and Presidio JJR Bonterra II 160, LLC as Principal, and Markel Insurance Company, a corporation organized and existing under the laws of the State of Illinois and duly authorized to transact a general surety business in the State of California, hereinafter called the Surety, are held and firmly bound unto City of Hanford hereinafter called Obligee, in an amount not to exceed **THREE HUNDRED EIGHTY NINE THOUSAND FOUR HUNDRED THIRTY SIX and 80/100** DOLLARS (\$389,436.80), collectively, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, on the _____ day of _____, 20____, the above named Principal entered into an agreement with the Obligee for:

Tract No. 928, Unit IV Improvements

WHEREAS, under the terms of said agreement, Principal is required to guarantee replacement and repair of improvements as described therein for a period of One (1) year(s) from and after the date of completion and acceptance of said improvements;

NOW, THEREFORE, If the above Principal for a period of One (1) year(s) from and after the date of completion and acceptance of same by said Obligee, replace any and all defects in said work resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise to remain in full force and effect.

Any claims upon this bond must be made prior to the expiration of the one (1) year maintenance period.

Dated this 1st day of May, 2023.

PRINCIPAL:

Presidio JJR Bella Vista II 150, LLC
By: [Signature]

Presidio JJR Bonterra II 160, LLC
By: [Signature]

SURETY:

Markel Insurance Company
By: [Signature]
Albert Melendez, Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

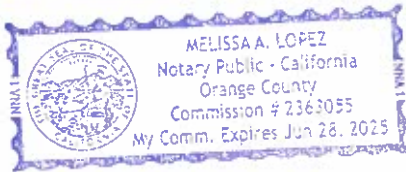
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On MAY 01 2023 before me, Melissa A. Lopez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Albert Melendez
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of Tulare

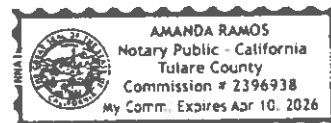
On May 3, 2023 before me, Amanda Ramos, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jennifer Anaya, Erik Johansson, Melissa Lopez, Christina Rogers, Albert Melendez, Joaquin Perez

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Twenty Five Million and 00/100 Dollars (\$25,000,000 00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 13th day of February, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



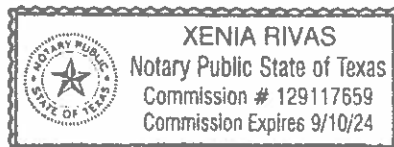
Markel Insurance Company

By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 13th day of February, 2023 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Xenia Rivas, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 1st day of May, 2023.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 510869
For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.



September 29, 2022

Bond Obligees
Project Owners
General Contractors

RE: Digital Seal Authority and Enforceability Notice

To whom it may concern:

The use of an electronic image of the corporate seal of Markel Insurance Company or SureTec Insurance Company (the "Digital Seal"), and the attachment of the Digital Seal to any surety bond issued by Markel Insurance Company or SureTec Insurance Company is authorized by the company. Markel Insurance Company and SureTec Insurance Company acknowledge and agree that the Digital Seal may be affixed to any Surety bond and relied upon to the same extent as if a raised corporate seal was attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability Notice, executed electronically, to an Obligee or Obligee's representative, shall constitute effective execution and delivery of this notice and shall have the same legal effect as a delivery of a tangible original of the notice with my original "wet" signature.

If you require further verification you may call our Home Office Underwriting Center at 1-800-732-0999 or send a verification request to bondverification@markel.com.

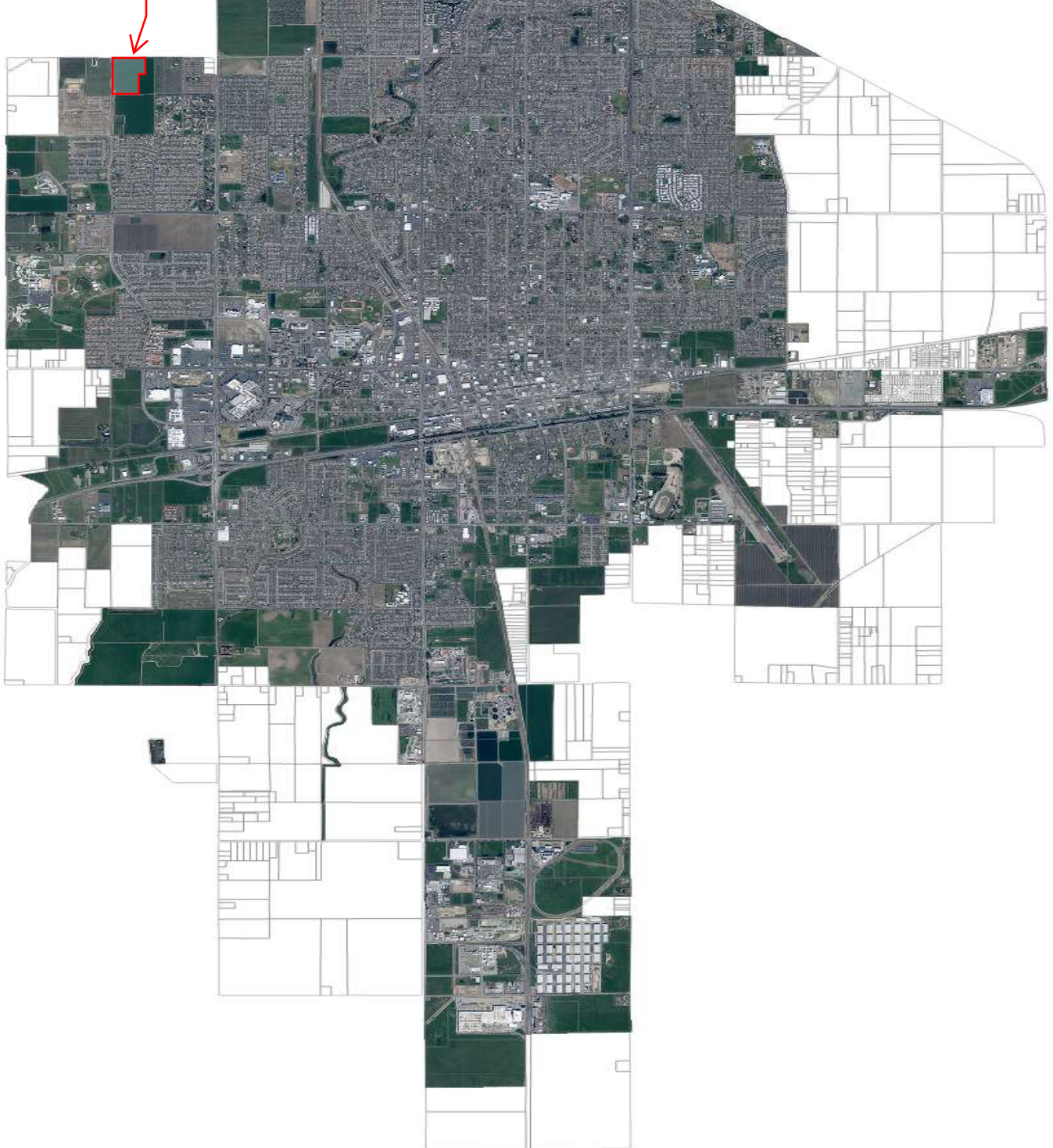
In Witness Whereof, this has been executed by the Executive Vice President and Chief Underwriting Officer, Surety for each of Markel Insurance Company and SureTec Insurance Company.



Lindey Jennings, EV Chief Underwriting Officer



**SJVH TRACK 928
UNIT 4**

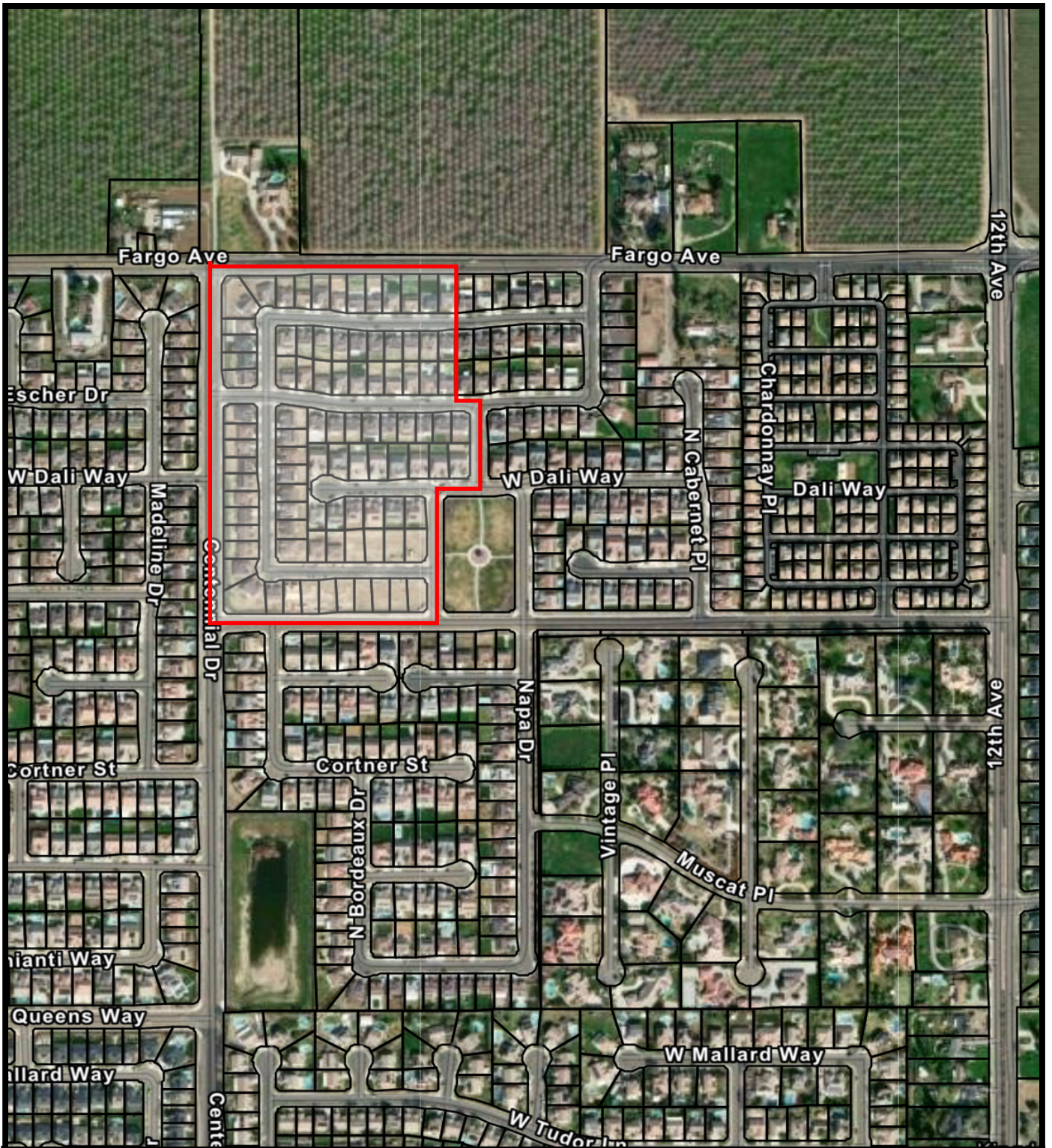


AERIAL MAP

TRACT 928 UNIT 4

(NOT TO SCALE)





AERIAL MAP

TRACT 928 UNIT 4

(NOT TO SCALE)



RECORDING REQUESTED BY:
CITY OF HANFORD

When recorded return to:

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

G.C. 27361.3 - Fee NIL

NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located near: Southeast corner of Fargo Avenue and Centennial Drive in the City of Hanford
2. The Improvement is particularly described as: Tract 928 Unit 4 Subdivision Infrastructure Improvements.
3. The date of completion of the work of Improvement: 10/02/25
4. The Owner of the work of Improvement: City of Hanford
5. The nature of the owner's interest or estate: Fee Simple
6. The name of the original contractor for the work of Improvement: Presidio JJR Bonterra II 160, LLC & Presidio JJR Bella Vista II 150, LLC
7. The surety for the work of Improvement: Markel Insurance Company – Bond 4458570
8. Accepted by minute action of the City Council of the City of Hanford on: _____, 2025.

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

Dated this _____ day of _____, 2025.

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

I, the undersigned, say:

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

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

Executed at Hanford, California, this _____ day of _____ 2025.

BY: _____

Travis Paden, Mayor
City of Hanford, County of Kings, State of California

Authority: Section 1181 Civil Code

RECORDING REQUESTED BY:
CITY OF HANFORD

When recorded return to:

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

G.C. 27361.3 - Fee NIL

NOTICE OF COMPLETION

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BY: _____

Travis Paden, Mayor
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I, the undersigned, say:

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

Executed at Hanford, California, this _____ day of _____ 2025.

BY: _____

Travis Paden, Mayor
City of Hanford, County of Kings, State of California

Authority: Section 1181 Civil Code



AGENDA STAFF REPORT

MEETING DATE: 10/21/2025

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Authorization for staff to record the final subdivision map for Lunaria Tract No. 938 Unit 1B, a 58-lot subdivision located at the southeast corner of Hanford-Armona Road and 10½ Avenue.

RECOMMENDATION:

Staff recommends that the City Council authorize the recording of the final subdivision map for Lunaria Tract No. 938 Unit 1B, comprising 58 single-family residential lots, located at the southeast corner of Hanford-Armona Road and 10½ Avenue.

SUMMARY:

The final map for Lunaria Tract No. 938 Unit 1B represents the second half of phase one of a seven-phase development. Lunaria Tract No. 938 Unit 1B will subdivide an 11.99-acre parcel into 58 lots. The subdivision will be accessible from 10½ Avenue and serviced by interior public streets equipped with full improvements, including curbs, gutters, parkway landscaping, sidewalks, streetlights, and public utilities (sewer, storm drainage, electricity, and water). A storm basin (Lot A, per Lunaria Tract No. 938 Unit 1A) will remain in place and be expanded to accommodate future development phases to the north.

The developer, D.R. Horton CA3, Inc., a Delaware Corporation, has submitted and received approval for all required items, including:

1. An executed Subdivision Agreement, reviewed and approved by the Public Works Engineering Department.
2. A Performance Bond in the amount of \$2,953,784.09, covering 100% of the cost of public improvements as outlined in the Subdivision Agreement.
3. A Labor and Materials Bond in the amount of \$1,476,892.05, valued at 50% of the Performance Bond, covering salaries, benefits, and materials for public improvements.
4. A Maintenance Bond in the amount of \$295,378.41, valued at 10% of the cost of public improvements, to be held for one year after recording the Notice of Completion as a warranty for the installed improvements.
5. The final subdivision map, reviewed and approved by city staff and the consultant City Surveyor.

All required documents and payments have been submitted and approved, and the final map is ready for recordation.

BACKGROUND:

The Lunaria Tract No. 938 Unit 1B subdivision is part of a larger planned development to provide residential housing and community amenities within the City. The final map has been thoroughly reviewed by City staff to ensure compliance with the Subdivision Ordinance and other applicable regulations. The Subdivision Agreement, drawn up for D.R. Horton CA3, Inc., outlines the developer's obligations for constructing and maintaining public improvements. The Public Works Engineering Department has verified that all required bonds and fees meet City standards, ensuring that the infrastructure will be built to specification and maintained appropriately.

ENVIRONMENTAL REVIEW:

The project has undergone environmental review in accordance with the California Environmental Quality Act (CEQA). The proposed subdivision is consistent with the approved environmental documentation for the larger Lunaria development, and no additional environmental review is required for the recording of the final map.

FISCAL IMPACT:

The developer is responsible for all costs associated with constructing the subdivision's public improvements, including park land and amenities as outlined in the 2020 City of Hanford Parks and Recreation Master Plan (per Resolution 20-01-R). Right-of-way dedications and easements are provided at no cost to the City. All Development Impact Fees, including Park Impact Fees at \$2,899.77 per residential lot, will be assessed with each parcel's building permit, along with outstanding plan check and inspection fees, ensuring no direct fiscal impact to the City's budget. Additionally, the development is included in Community Facilities District (CFD) No. 2025-1, which funds ongoing maintenance of the park, interior subdivision street lighting, decorative block fencing, and landscaping and irrigation along the property frontages of 10 1/2 Avenue and Orchard Drive and the community park (as shown on the tentative subdivision map) through a special tax on properties within the district, thereby offsetting these costs and avoiding any long-term fiscal burden on the City's general fund.

Reimbursements for eligible items, including park development, are governed by Hanford Municipal Code Title 13 and the City of Hanford's 2019 Development Impact Fee Study. The developer will provide 5.25 acres of reimbursable park land (out of 5.78 total acres) valued at \$581,216.37 (at \$110,707.88 per acre), with required amenities to be incorporated per the Parks Master Plan. Reimbursement will occur through fee credits against collected Park Impact Fees totaling \$1,325,194.89 across 457 residential lots. Any costs exceeding collected fees will be borne by the developer. For the purposes of tracking project costs, staff recommends fees for these future reimbursements be allocated to CIP No. 826627, Developer Reimbursement within the Parks Facility Impact Fee (Fund 0180).

Phased reimbursements are as follows:

- Phase 1A and 1B: 2.88 acres of park land and amenities, concurrent with 109 residential lots and

\$316,074.93 in collected fees. Full reimbursement of \$316,074.93 via fee credit upon completion of Phase 1B.

- Phases II through VI: Remaining 2.37 acres, concurrent with 348 residential lots and \$1,009,119.96 in projected fees, with reimbursement via fee credit upon completion of Phase

This structure ensures fiscal neutrality for the City, with all reimbursements self-funded through development-generated fees.

PRIOR COUNCIL ACTION:

On July 15, 2025, Council approved Lunaria Tract No. 938 Unit 1A for recordation.

PRIOR PLANNING COMMISSION ACTION:

On June 13, 2023, the tentative subdivision map for Tract No. 938 was approved.

ATTACHMENTS:

1. Tr. 938 Unit 1B - Lunaria, Final Map
2. Tr. 938 Unit 1B - Lunaria, Subdivision Improvement Agreement
3. Tr. 938 Unit 1B- Lunaria, Aerial Maps

COUNTY TRACT NO. 938 - PHASE 2 LUNARIA - PHASE 1B

CITY OF HANFORD, COUNTY OF KINGS
STATE OF CALIFORNIA

BEING A DIVISION OF A PORTION OF THE EAST HALF OF SECTION 1, T.19S., R.21E., M.D.M.,
CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA,
CONSISTING OF FOUR (4) SHEETS & 11.99 ACRES

OWNER'S STATEMENT

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

DR HORTON CA3, INC., A DELAWARE CORPORATION

BY: David Hatch DATE: 4/24/2025
DAVID HATCH, VICE PRESIDENT OF THE COMPANY
and president of the Division

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Tulare

ON April 24, 2025 BEFORE ME, A.E. Pulido-Munoz

NOTARY PUBLIC, PERSONALLY APPEARED David Hatch
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE A.E. Pulido-Munoz

(PRINT NAME) A.E. Pulido-Munoz

MY COMMISSION NO. 2510889 MY COMMISSION EXPIRES Feb 22, 2029

PRINCIPAL OFFICE IN THE COUNTY OF Tulare

FOR: DR HORTON - CENTRAL VALLEY DIVISION
419 W MURRAY AVENUE
VISALIA, CA 93291
FEBRUARY 2025

BY:



WWW.QKINC.COM
1-800-955-7599

BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA



VICINITY MAP

NOT TO SCALE

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

DESIGNATED REMAINDER OF TRACT NO. 938 - PHASE 1 LUNARIA - PHASE 1A RECORDED _____, VOLUME _____ OF LICENSED SURVEYORS' PLATS, AT PAGE _____, K.C.R.; ALSO BEING A PORTION OF THE EAST HALF OF SECTION 1, T.19S., R.21E., M.D.M., CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA.

TAX COLLECTOR'S STATEMENT

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

DATE: April 17, 2025

JAMES P. ERB, CPA; DIRECTOR OF FINANCE

BY: James P. Erb, Deputy

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DR HORTON CA3, INC. IN THE MONTH OF DECEMBER 2021 AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 1ST DAY OF APRIL 2025

Antonio S. Westerlund
ANTONIO S. WESTERLUND, P.L.S. 9399

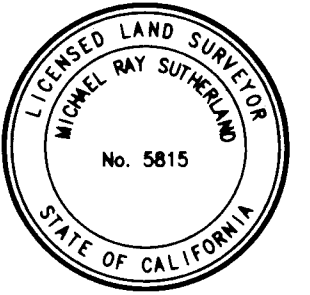


ACTING CITY SURVEYOR'S STATEMENT

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

DATED THIS 15TH DAY OF MAY 2025

Michael Ray Sutherland
MICHAEL RAY SUTHERLAND, P.L.S. 5815
ACTING CITY SURVEYOR



CITY ENGINEER'S STATEMENT

I, LISA A. DOCK, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES AND SECTIONS 66425 THROUGH 66450 OF THE GOVERNMENT CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____ 20____

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

CITY CLERK'S STATEMENT

I HEREBY STATE THAT AT A REGULAR MEETING OF THE HANFORD CITY COUNCIL HELD ON THE _____ DAY OF _____ 20____ AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE GENERAL PUBLIC, THE STREETS, EASEMENTS, AND LOT A FOR STORM DRAIN BASIN PURPOSES AS INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

DATED THIS _____ DAY OF _____ 20____

NATALIE CORRAL, CITY CLERK

PLANNING COMMISSION CERTIFICATE

APPROVED BY HANFORD PLANNING COMMISSION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW IN DULY AUTHORIZED MEETING HELD JUNE 13, 2023.

DATED THIS _____ DAY OF _____ 20____

JASON WATERS, COMMUNITY DEVELOPMENT DIRECTOR

RECORDER'S STATEMENT

FEE BOOK NO. _____ FEE PAID _____

RECORDED AT THE REQUEST OF QK INC.

ON THIS _____ DAY OF _____, 20____, AT MINUTES PAST _____ O'CLOCK

IN VOLUME _____ OF LICENSED SURVEYORS' PLATS, AT PAGE _____

KINGS COUNTY RECORDS.

KRISTINE LEE, KINGS COUNTY RECORDER

BY: _____
DEPUTY

SHEET 1 OF 4

COUNTY TRACT NO. 938 - PHASE 2
LUNARIA - PHASE 1B

CITY OF HANFORD, COUNTY OF KINGS
STATE OF CALIFORNIA

BEING A DIVISION OF THE EAST HALF OF SECTION 1, T19S., R21E., M.D.M.,
CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA,
CONSISTING OF FOUR (4) SHEETS & 11.99 ACRES

LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.



FOUND AND ACCEPTED EXISTING SECTION CORNER AS NOTED.



FOUND AND ACCEPTED EXISTING SECTION QUARTER CORNER AS NOTED.



FOUND AND ACCEPTED EXISTING MONUMENT CORNER AS NOTED.



AREA NOW OFFERED FOR DEDICATION TO THE CITY OF HANFORD FOR PUBLIC STREET AND UTILITY PURPOSES



SET 2'x24" GALV. I.P. WITH BRASS CAP STAMPED PLS 9399 IN MONUMENT WELL, MONUMENT WELL SET FLUSH IN PAVEMENT



SET STEEL SPIKE WITH BRASS TAG, PLS 9399, FLUSH IN PAVEMENT



1/2" REBAR WITH PLASTIC CAP MARKED "PLS 9399" TO BE SET PER R1



SEARCHED FOR, NOT FOUND



KINGS COUNTY RECORDS



OFFICIAL RECORD KINGS COUNTY PUBLIC UTILITY EASEMENT



LANDSCAPE EASEMENT



BLOCK WALL EASEMENT



RADIAL BEARING



MEASURED AND RECORD PER NOTED REFERENCE



SUBDIVISION BOUNDARY



SUBDIVIDED LOT LINES



SECTION LINES



EXISTING RIGHT OF WAY



EXISTING ADJACENT LOT LINES



PROPOSED PUBLIC UTILITY EASEMENT LINES



PROPOSED LANDSCAPE EASEMENT LINE



CENTERLINE



RELINQUISHMENT OF DIRECT ACCESS



INDICATES STREET ADDRESS

REFERENCES

P1 PARCEL MAP NO. _____ PM _____ K.C.R.

R1 TRACT NO. 938 - PHASE 1 - LUNARIA-PHASE 1A _____ LS _____ K.C.R.

SPECIAL MONUMENT NOTES

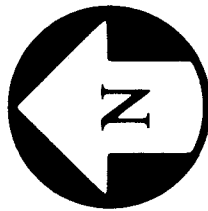
ALL FRONT CORNERS ADJACENT TO STREETS ARE MONUMENTED AS WITNESS CORNERS. SET ON THE PUE LINE AND ARE MARKED BY 1/2" REBAR, 30" LONG WITH RED PLASTIC TAG STAMPED "PLS 9399", AND SET 6"± DEEP, EXCEPT AS SHOWN OTHERWISE.

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTES

THE REAR CORNERS OF LOTS 1-15 ADJACENT TO BLOCK WALL ARE MONUMENTED AS WITNESS CORNERS WITH 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED "PLS 9399", SET 6"± DEEP ON THE SIDE LOT LINE A DISTANCE OF 14.00' (PERPENDICULAR) FROM THE REAR CORNER. ALL OTHER REAR CORNERS ARE OF THE SAME CHARACTER, BUT SET AT THE ACTUAL CORNER LOCATION.



SCALE: 1" = 40'

SEE SHEET 4

SEE SHEET 2 FOR BASIS OF BEARINGS, OVERALL BOUNDARY, AND SHEET INDEX

LOT A - STORM BASIN

LOT A - STORM BASIN

SHEET 3 OF 4

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- | | |
|--|---|
| P/LE | PUBLIC UTILITY EASEMENT |
| LE | LANDSCAPE EASEMENT |
| BWE | BLOCK WALL EASEMENT |
| (R) | RADIAL BEARING |
| M/XX | MEASURED AND RECORD PER NOTED REFERENCE |
| ===== | SUBDIVISION BOUNDARY |
| ===== | SUBDIVIDED LOT LINES |
| ----- | SECTION LINES |
| ----- | EXISTING ADJACENT LOT LINES |
| ----- | EXISTING RIGHT OF WAY |
| ----- | PROPOSED PUBLIC UTILITY EASEMENT LINES |
| ----- | PROPOSED LANDSCAPE EASEMENT LINE |
| ----- | CENTERLINE |
| ----- | SHEET INDEX LINE |
| ▲▲▲▲▲▲▲▲▲▲ | RELINQUISHMENT OF DIRECT ACCESS |
| <div style="border: 1px solid black; width: 100px; height: 30px;"></div> | INDICATES STREET ADDRESS |

P1 PARCEL MAP NO. _____ PM _____, K.C.R. _____
R1 TRACT NO. 938 - PHASE 1 - LUNARIA-PHASE 1A LS _____, K.C.R. _____

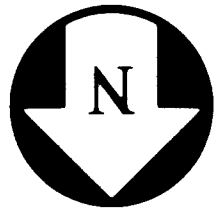
ALL FRONT CORNERS ADJACENT TO STREETS ARE MONUMENTED AS WITNESS CORNERS, SET ON THE P.U.E. LINE AND ARE MARKED BY 1/2" REBAR, 30" LONG WITH RED PLASTIC TAG STAMPED "PLS 9399", AND SET 6"± DEEP, EXCEPT AS SHOWN OTHERWISE.

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

THE REAR CORNERS OF LOTS 1-15 ADJACENT TO BLOCK WALL ARE MONUMENTED AS WITNESS CORNERS WITH 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED "PLS 9399", SET 6"± DEEP ON THE SIDE LOT LINE A DISTANCE OF 14.00' (PERPENDICULAR) FROM THE REAR CORNER. ALL OTHER REAR CORNERS ARE OF THE SAME CHARACTER, BUT SET AT THE ACTUAL CORNER LOCATION.

**CITY OF HANFORD, COUNTY OF KINGS
STATE OF CALIFORNIA**

BEING A DIVISION OF A PORTION OF THE EAST HALF OF SECTION 1, T.19S., R.21E., M.D.M.,
CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA.
CONSISTING OF FOUR (4) SHEETS & 11.99 ACRES



SEE SHEET 2 FOR BASIS OF BEARINGS, OVERALL BOUNDARY, AND SHEET INDEX

SEE SHEET 3

SHEET 4 OF 4

SCALE: 1" = 40'

**CITY OF HANFORD
SUBDIVISION AGREEMENT**

TRACT 938 Phase 1-B – LUNARIA DEVELOPMENT

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between D.R. Horton CA3, Inc., a Delaware Corporation ("SUBDIVIDER"), and the City of Hanford, a Municipal Corporation ("CITY").

RECITALS

A. The SUBDIVIDER has presented to the CITY a final map of the proposed Subdivision of certain real property located within the city limits of the City and more particularly described in Exhibit "A" which has been filed with the City Engineer and is made a part hereof by reference ("Final Map") and identified as TRACT NO. 938- LUNARIA, UNIT I-B ("SUBDIVISION"). The real property is to be developed in accordance with subdivision improvement plans, which have been filed with the City Engineer and are made a part hereof by reference and identified as Exhibit "B" ("Improvement Plans"). SUBDIVIDER has requested that the CITY accept and approve the Final Map and the dedications delineated and shown on the Final Map for the use and purposes specified thereon, and otherwise approve the Final Map in order that the same may be recorded as required by law.

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

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

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

NOW THEREFORE, it is hereby agreed as follows:

1. Improvements.

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

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

2. Inspection.

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

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

CITY shall schedule a preliminary final inspection and a deficiency list shall be compiled and submitted to the SUBDIVIDER for correction. Upon completion of all corrections or additional work as outlined by the deficiency list, the SUBDIVIDER shall certify in writing that all corrections have been completed and request a final inspection. Upon finding that all items have been corrected and upon receipt of as-built improvement plans, the Improvements may be provisionally accepted by the CITY pending approval of the final map and subdivision agreement for Tract No. 938 UNIT I-B, by the City Council.

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

3. Costs and Fees.

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

4. Security.

SUBDIVIDER agrees to furnish security, which complies with Section 66499 et. seq. of the California Government Code, in such amounts as are fixed by the CITY, to guarantee the faithful performance of this Agreement, including without limitation, the construction of the IMPROVEMENTS and to guarantee payment to contractors, subcontractors, laborers, material men and other persons employed in the performance of the work under this Agreement. In the

sole discretion of the CITY and with the written authorization of the CITY, the sureties provided by the SUBDIVIDER may be released in whole or in part in the following manner:

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

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

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

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

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

If the deadline to complete the IMPROVEMENTS is extended in accordance with Section 1 above, the City may, as a condition of the extension, may require SUBDIVIDER to provide an updated IMPROVEMENT COST ESTIMATE, and the City may

require SUBDIVIDER to submit new or modified security in an amount consistent with the updated IMPROVEMENT COST ESTIMATE.

5. Liability.

a. SUBDIVIDER, at SUBDIVIDER's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

i. Workers Compensation Coverage. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

ii. Commercial General Liability (CGL) Coverage. Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with a limit of no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, and a general aggregate limit of no less than FOUR MILLION AND NO/100 DOLLARS (\$4,000,000).

iii. Automobile Liability Coverage. ISO Form Number CA 0001 covering any auto (Code 1), or if SUBDIVIDER has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

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

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

SUBDIVIDER may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, SUBDIVIDER shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the

underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this section; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

b. Any deductibles or self-insured retentions must be declared to and approved by the CITY.

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

i. The CITY and its officers, officials, agents, employees, and representatives are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of SUBDIVIDER including materials, parts, or equipment furnished in connection with such work or operations; products used by SUBDIVIDER; or automobiles owned, leased, hired or borrowed by SUBDIVIDER. General liability coverage can be provided in the form of an endorsement to SUBDIVIDER's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the CITY and its officers, officials, employees or volunteers.

ii. For any claims related to this Agreement, SUBDIVIDER's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as to the CITY and its officers, officials, agents, employees, and representatives. Any insurance or self-insurance maintained by the CITY and/or its officers, officials, agents, employees, or representatives shall be in excess of SUBDIVIDER's insurance and shall be non-contributory.

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

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

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

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

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

6. Indemnification.

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

indemnification shall be binding upon the SUBDIVIDER whether or not there are any allegations of fault, negligence or liability of the parties indemnified hereunder and shall survive the completion of construction of the IMPROVEMENTS.

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

7. Restriction on Sale of Lots

With regard to property acquisitions and dedications for the purpose of constructing the IMPROVEMENTS, the CITY shall use its best efforts to include as a condition of approval of other development projects adjacent to the SUBDIVISION, a requirement that such adjacent projects shall dedicate easements and rights-of-way necessary for the IMPROVEMENTS, as feasible, and SUBDIVIDER shall use and document its reasonable efforts to obtain easements and rights-of-way where CITY is unable, due to lack of jurisdiction or opportunity, to require a dedication. If SUBDIVIDER is unable to acquire such easements or rights-of-way within a reasonable timeframe and after the exercise of reasonable diligence, then SUBDIVIDER shall request that CITY initiate and exercise its power of eminent domain in accordance with Government Code Section 66462.5 to acquire such easements and/or rights-of-way. SUBDIVIDER shall advance all costs and expenses which may be incurred by CITY in a condemnation action to acquire the easements and rights-of-way, including but not limited to, payment of the fair market value or negotiated settlement of the subject property, severance damages, the cost of removing any existing structures and/or relocation expenses if necessary to construct the requirement improvements, and all other amounts associated with the condemnation efforts, including, without limitation, appraisal, expert, legal, staff and administrative costs. SUBDIVIDER shall indemnify CITY and its elected and appointed officers, officials, employees, agents, and representatives against any adverse determination, adjudication, or monetary award to a plaintiff in eminent domain proceedings conducted pursuant to the provisions of this

Agreement. For purposes of Government Code Section 66462.5(c), if construction of any portion of the IMPROVEMENTS requires the acquisition of an interest in real property, SUBDIVIDER shall promptly commence construction of that portion of the IMPROVEMENTS upon CITY obtaining the necessary property rights, and Developer will thereafter utilize commercially reasonable efforts to diligently complete those improvements. SUBDIVIDER will not be relieved from the timely construction and completion of the portion of the IMPROVEMENTS for which the acquisition of property rights is unnecessary.

8. Permits and Compliance.

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

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

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

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

Except as provided in Section 1, no occupancy permit for any dwelling to be constructed within the SUBDIVISION shall be issued until all Improvements are completed and accepted by the City Council.

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

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

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

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

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

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

9. Scheduling.

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

10. Soil and Dust Control Provisions.

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

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

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

11. Reimbursement.

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

12. Prevailing Wage Laws, Rules and Regulations.

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

will require the payment of prevailing wages. Further, SUBDIVIDER will be solely responsible for the payment of any claims, fines, penalties, reimbursements, payments or any other actions that may be initiated against SUBDIVIDER, any contractor of SUBDIVIDER, or CITY as a result of SUBDIVIDER's failure to pay prevailing wages.

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

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

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

13. Sole and Only Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding such matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement, and no other agreement, statement or promises shall be valid or binding.

14. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

15. Attorneys' Fees.

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

16. Successors and Assigns.

The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This Agreement shall not be assignable by SUBDIVIDER without the express prior written consent of CITY.

17. Governing Law.

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

18. Time of the Essence.

Time is of the essence of this Agreement.

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

_____ day of _____, 2025.

SUBDIVIDER:

D.R. Horton CA3, Inc., a Delaware Corporation

By: _____

David Hatch, Division President

David Hatch
V.P. of the Company and
President of the Division

S

CITY OF HANFORD APPROVAL:

By: _____

Lisa Dock, PE
City Engineer, City of Hanford

ATTEST:

By: _____

Natalie Corral
City Clerk, City of Hanford

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Tulare

On September 15, 2025

Date

before me,

A. E. Pulido-Munoz, notary public

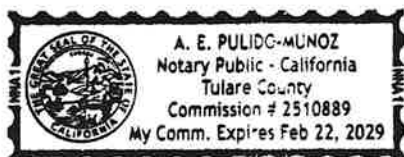
Here Insert Name and Title of the Officer

personally appeared

David Hatch

Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature

A. E. Pulido-Munoz

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

City of Hanford Subdivision Agreement Phase 1-B

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer -- Title(s):

☐ Partner -- ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer is Representing:

Signer's Name:

☐ Corporate Officer -- Title(s):

☐ Partner -- ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer is Representing:

EXHIBIT "C"

SUBDIVISION IMPROVEMENT COST ESTIMATE

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

ESTIMATED CONSTRUCTION COST

Sanitary Sewers

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

\$204,618.33

Storm Sewers

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

\$136,880.00

Water System

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

\$236,421.15

Curb and Gutter and Other Concrete Construction

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

\$228,629.60

Street Surfacing

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

\$152,247.36

Street Lighting

Install street lighting as shown on the approved Improvement Plans in accordance with City Standards and Specifications. \$40,000.00

Street Barricades

Install street barricades as shown on the approved Improvement Plans in accordance with City Standards and Specifications. \$0.00

Fencing, Landscaping, and Irrigation System

Construct fencing, block walls and install landscape and irrigation system improvements, misc. as shown on the approved Improvement Plans in accordance with City Standards and Specifications. \$87,600.00

Park

Construct park and park amenities as shown on the approved Improvement Plans in accordance with City Standards and Specifications. \$ 0.00

Monuments and Lot Markers

Install permanent monuments and lot markers in accordance with City Standards and Specifications. \$1,500.00

Engineering Services

Engineering, surveying, & geotechnical services associated with Completion of the Subdivision Improvements. \$149,800.00

Earthwork Improvements

- Excavation & Compaction \$281,374.00
- Subgrade Compaction & Fine Grade \$0.00
- Final Lot Grading \$119,347.37
- Total Improvements subject to Engineering Services & Inspection Fee \$1,686,715.22

Private Utilities

- Applicant Installed Onsite Utilities \$551,000.00
- Total Estimated Improvement Cost \$2,237,715.22
- Estimated Improvement Cost with 10% contingency and 20% Prevailing Wage increase (To be bonded with Final Map) \$2,953,784.09

SECURITY REQUIREMENTS

Performance	<u>\$2,953,784.09</u>
Labor and Materials	<u>\$1,476,892.05</u>
Warranty (Minimum 12-mo. from N.O.C.)	<u>\$295,378.41</u>

City Engineering Services and Inspection Fee Schedule

Cost associated with Engineering Services (ES) and Inspections are determined on a time-and-materials basis by the Utilities and Engineering Division. A deposit of 1% of construction cost (less Private Utilities) plus a 10% administration cost is required for the plan review process and for project management, as found in the City of Hanford Comprehensive Master Fee Schedule adopted by City Council June 3, 2025, and are set forth below:

Total construction cost:	<u>\$ 1,686,715.22</u>
Plan Review and Project Management (1% deposit + 10% administration)	<u>\$ 18,553.87</u>
Inspection (1% deposit + 10% administration) (Payable after Imp. Plan approval)	<u>\$ 18,553.87</u>
Total City Engineering Plan Review and inspection deposit obligation balance per this Agreement. Acct. #001-2010-4937	<u>\$ 37,107.74</u>

NOTE:

- Engineering Services & Inspection deposits are based on estimated cost of Improvements, including all items constructed both prior to & following posting of security.
- When deposit funds are depleted to 25% of the original amount, an additional deposit to bring fund to 100% of original deposit amount will be required. Process will repeat until project is final.
- Any remaining deposit will be refunded to applicant prior to Notice Of Completion and documented in the Reimbursement Agreement.
- Private utility costs are not included in determination of City Engineering Plan Review fee calculation.

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

9 th Ave. Sewer Benefit District, Acct. #161-2161-5494 (9.66 Ac @ \$0.00)	<u>\$ 0.00</u>
Street Sign Fee, Acct. #001-2010-4937 (91 @ \$200.00 Ea.) (Per intersection cost for sign blades furnished by City.)	<u>\$ 400.00</u>
Final Map Review Fee, Acct. #001-2010-4937 (Determined at completion of final map review.)	<u>\$ 950.00</u>
Storm Drainage Impact Fees, Acct. #184-2184-5504 (N/A) (Onsite drainage Basin provided, no impact to existing City drainage facilities)	<u>\$ 0.00</u>
Building Dept. block wall plan review fees paid from Acct. #001-2010-4937	<u>\$305.80</u>

SUBTOTAL \$ 38,763.54

For purposes of account tracking, deposits and fees listed below shall be paid separately at milestones indicated.

Deposit due with improvement plan submittal (ES)	<u>\$ 18,553.87</u>
Deposit due after approval of improvement plans (Inspection)	<u>\$ 18,553.87</u>
Fee due prior to approval of Final Map and Subdivision Agreement	<u>\$ 1,655.80</u>
TOTAL:	<u>\$ 38,763.54</u>
PAID:	<u>\$ 18,553.87</u>
BALANCE DUE:	<u>\$ 20,209.67</u>

Reimbursements

The following listed items are eligible for reimbursement in accordance with Hanford Municipal Code Title 13, the terms of which are incorporated herein by reference, and the City of Hanford's 2019 Development Impact Fee Study. Reimbursable items listed below are an estimate of quantities based on the approved Vesting Tentative Map design and the developer provided engineer's estimate. Development guidelines for a park shall include required amenities as mentioned in the **2020 City of Hanford Parks and Recreation Master Plan and as adopted per Resolution 20-01-R by City Council.**

Developer will be reimbursed through fee credit with each residential building permit. Costs associated with the development of the park that exceed the Park Impact Fee's collected for the development shall be borne by the developer.

Total Park acreage- 5.78 Acres
 Total reimbursable park land: 5.25 Acres
 Total Residential Lots: 457
 Total land value (5.25 Acres) at \$110,707.88 per acre: _____ \$581,216.37
 Total collection of Park Impact Fees at \$2,899.77 per Residential Lot: _____ \$1,325,194.89

Park land and amenities to be started with Tract 938 Phase-1A and completed with Tract 938 Phase-1B: 2.88 Acres
 Residential Lots developed with Tract 938 Phase-1A and 1B: 109
 Total of Park Impact Fees collected with Phase-1A and Phase-1B: _____ \$316,074.93

1. Park to be reimbursed through fee credit with completion of Phase 1B _____ \$316,074.93

Total Reimbursement through Fee Credit of Park Impact Fees upon

completion of Tract 938 1B: _____ **\$316,074.93**

Projected Park Impact Fee funds available from Phase II through Phase VI
(348 Lots) for reimbursement of Park Land and Amenities through fee
credit to be completed with Tract 938 Phase 2 (2.37Acres): _____ **\$1,009,119.96**

(DO NOT DETACH)

BOND NO. 800190443

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City of Hanford, County of Kings, State of California, by motion passed September 24, 2025, has awarded to: _____

D.R. Horton CA3, Inc.
hereinafter designed as the "Principal," a contract for

Lunaria - Phase 1B (Tract No. 938)

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW THEREFORE, we, D.R. Horton CA3, Inc.

_____, as Principal,

and Atlantic Specialty Insurance Company

as Surety, and firmly bound unto the City of Hanford, California, hereinafter called the "Owner," in the penal sum of

Two Million Nine Hundred Fifty Three Thousand Seven Hundred Eighty Four and 09/100 Dollars
(\$ 2,953,784.09) lawful money of the United State of America, for which sum well and duly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the hereby bounden Principal, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

FURTHER, THAT SAID SURETY FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES that no change, extension of time, alteration or modification of the Contract Document or of the work to be performed hereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or modification of the Contract Documents or of work to be performed hereunder.

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety herein named, on the 15th day of September, 2025, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

D.R. Horton CA3, Inc.
Principal

BY 
David Hatch
V.P. of the Company and
President of the Division

Title

Atlantic Specialty Insurance Company
Surety

By 

Noah William Pierce, Attorney-In-Fact

605 Highway 169 North, Suite 800, Plymouth, MN 55441
Address of Surety

(800) 662-0156
Phone Number of Surety

STATE OF NORTH CAROLINA

COUNTY OF ROWAN:

I, Bryan M Caneschi, a Notary Public in and for Rowan County, North Carolina, do hereby certify that
Noah William Pierce personally appeared before me this day and acknowledged the due execution of
the foregoing instrument.

Witness my hand and official seal this 15th day of September, 2025.

Notary Seal



Bryan M Caneschi, Notary Public

My Commission Expires on the 4th day of April, 2027.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

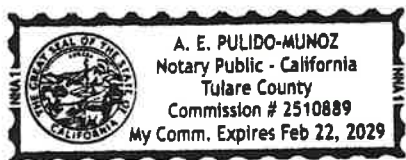
County of Tulare

} **A. E. Pulido-Munoz**, notary public,

On September 24, 2025 before me, _____
Date Here Insert Name and Title of the Officer

personally appeared David Hatch
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature

[Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond 800190443

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Noah William Pierce**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

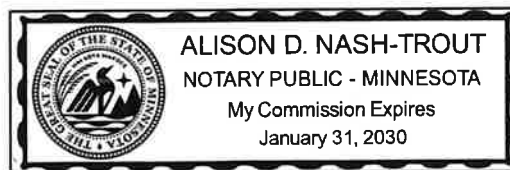
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 15th day of September, 2025.



This Power of Attorney expires
January 31, 2030

Kara L.B. Barrow, Secretary

(DO NOT DETACH)

BOND NO. 800190443

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City of Hanford, County of Kings, State of California, by motion passed

September 24, 2025, has awarded to:

D.R. Horton CA3, Inc.

hereinafter designated as the "Principal," a contract for:

Lunaria - Phase 1B (Tract No. 938)

WHEREAS, said Principal is required to furnish a bond in connection with said contract, providing that if said Principal or any of his or its subcontractors shall fail to pay for any materials, provisions, provender, or other supplies or terms used in, upon or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW THEREFORE, we, D.R. Horton CA3, Inc.

as Principal, and Atlantic Specialty Insurance Company

as Surety, are held and firmly bound unto the City of Hanford, California hereinafter called the "Owner," to the penal sum of One Million Four Hundred Seventy Six Thousand Eight Hundred Ninety Two and 05/100 Dollars (\$ 1,476,892.05) lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns shall fail to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Sections 3247 et seq. of the Civil Code of California, then said Surety will pay the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided.

FURTHER, the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or of the work to be performed hereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of the Contract Documents or of work to be performed hereunder.

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named on the 15th day of September, 2025, the name and corporate seal of each corporate part being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

D.R. Horton CA3, Inc.
Principal

By 

David Hatch
V.P. of the Company and
President of the Division

Title

Atlantic Specialty Insurance Company
Surety

By 

Noah William Pierce, Attorney-In-Fact

605 Highway 169 North, Suite 800, Plymouth, MN 55441
Address of Surety

(800) 662-0156
Phone Number of Surety

(DO NOT DETACH)

STATE OF NORTH CAROLINA

COUNTY OF ROWAN:

I, Bryan M Caneschi, a Notary Public in and for Rowan County, North Carolina, do hereby certify that Noah William Pierce personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 15th day of September, 2025.

Notary Seal


Bryan M Caneschi, Notary Public

My Commission Expires on the 4th day of April, 2027.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

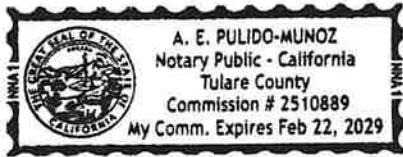
County of Tulare

A. E. Pulido-Munoz, notary public,

On September 24, 2025 before me, _____
Date Here Insert Name and Title of the Officer

personally appeared David Hatch
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature A. E. Pulido-Munoz
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Labor + Materials Bond No. 800190443

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Noah William Pierce**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

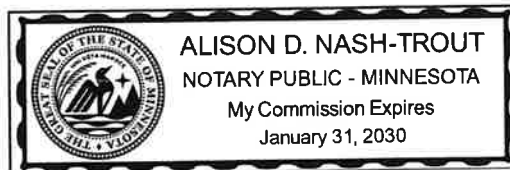
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

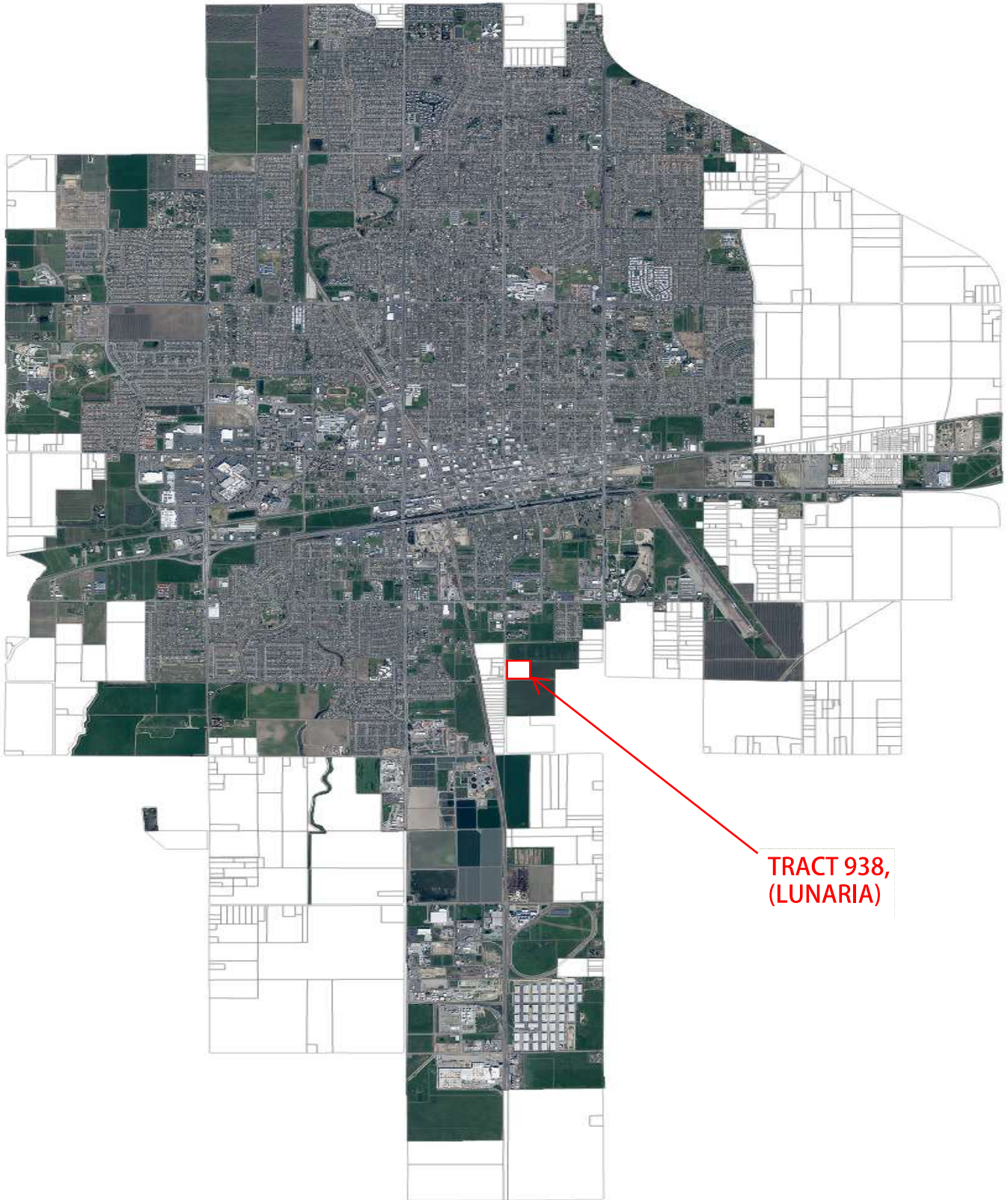
I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 15th day of September, 2025.



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

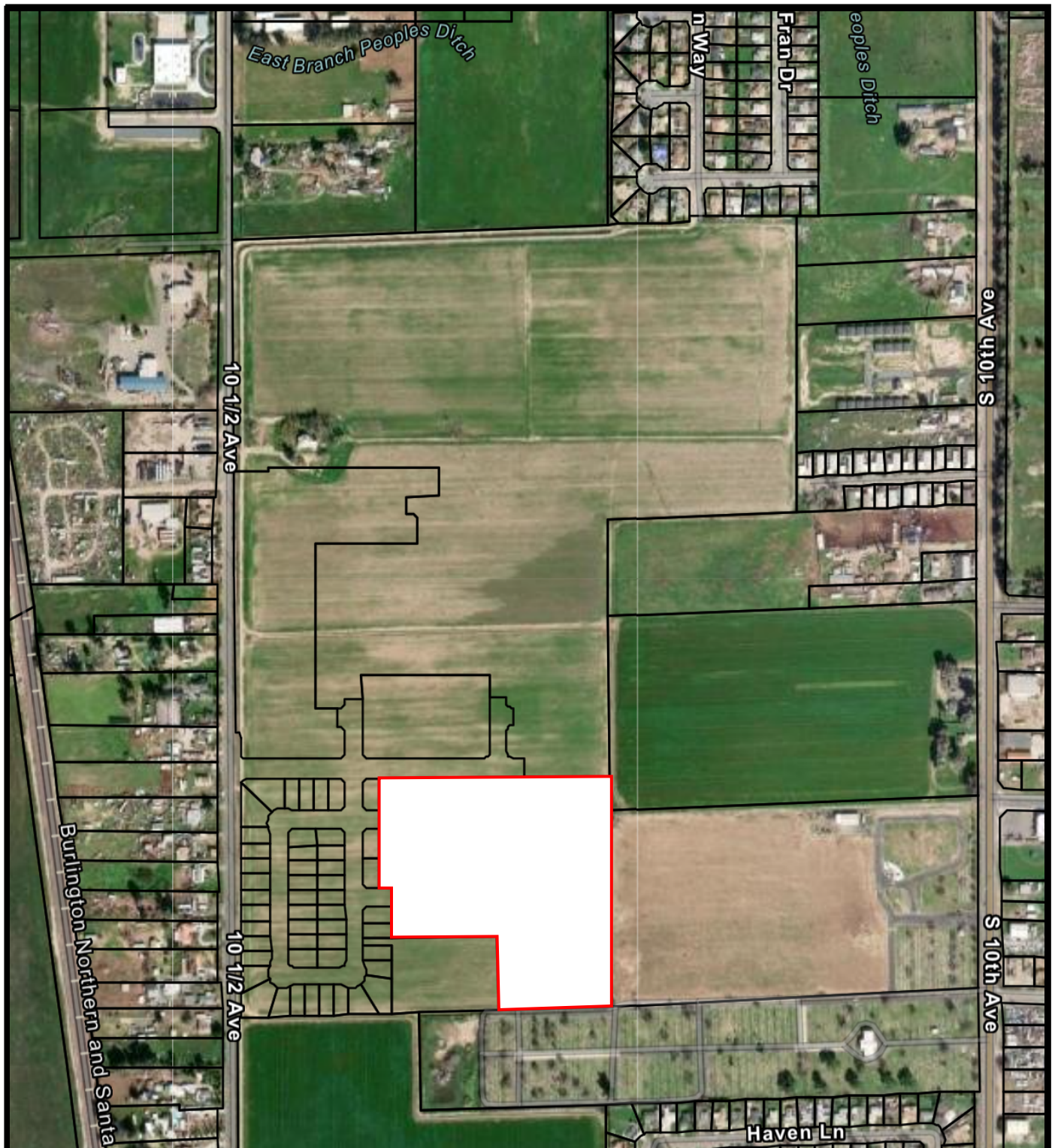


AERIAL MAP

TRACT 938-1B, LUNARIA

(NOT TO SCALE)





AERIAL MAP

TRACT 938-1B, LUNARIA

(NOT TO SCALE)





AGENDA STAFF REPORT

MEETING DATE: 10/21/2025

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Adoption of Resolution No. 25-56-R to authorize the acceptance of an award of \$29,000 in grant funding from the Department of Alcoholic Beverage Control (ABC) for alcohol enforcement, amend the budget to recognize the grant, appropriate this amount in the General Fund for the Police Department, and authorize the Police Chief to execute the Agreement.

RECOMMENDATION:

Recommendation: That the City Council, by motion, approve resolution 25-56-R for acceptance of the Department of Alcoholic Beverage Control (ABC) Grant in the amount of \$29,000, amend the budget to recognize the grant, appropriate the amount of \$29,000 in the General Fund for the Police Department, and authorize the Police Chief to execute the grant agreement.

Recommended Motion: I move to approve resolution 25-56-R, accepting the Department of Alcoholic Beverage Control (ABC) grant in the amount of \$29,000, amend the budget to recognize the grant, appropriate this amount in the General Fund for the Police Department, and authorize the Police Chief to execute the grant agreement.

BACKGROUND:

The Hanford Police Department obtained a competitive grant in the amount of \$29,000 from Alcoholic Beverage Control (ABC). These funds will be utilized for overtime operations to occur within the City of Hanford. There will be a total of twenty-one (21) operations being conducted within this grant cycle. There are eight (8) Minor Decoy operations, six (6) Shoulder Tap operations, three (3) IMPACT operations, four (4) Holiday Enforcement patrols, and ten (10) press releases that will announce the start of the program as well as information on completed Minor Decoy Operations and Shoulder Tap operations. These funds will help the department's alcohol enforcement over the next year.

The Hanford Police Department has not conducted any events or purchased any items in connection with this grant and is under no obligation to do so should the Council not wish to accept these funds. There are no matching funds associated with this grant and an appropriation for the amount of the grant (\$29,000) will be required to expend the funds as the reimbursement will occur after the fact. The Department may need to slightly exceed the grant allocation, as the grant administrator wants agencies to expend all grant funds, and it is not possible to expend the exact award amount. If additional expenditures are required, the Department will minimize the impact on the operating budget. Any amount in excess of the grant allocation can be absorbed within the existing police budget.

FISCAL IMPACT:

The fiscal impact will total \$29,000, reimbursed by the ABC grant. Staff is requesting a budget amendment to recognize the grant funds and an appropriation in the amount of \$29,000 to the General Fund for the Police Department. The City will be reimbursed on a quarterly basis by the grant administrator.

ATTACHMENTS:

1. Award Letter
2. Resolution 25-56-R

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2500



September 26, 2025

Chief Stephanie Huddleston
Hanford Police Department
425 N. Irwin St.
Hanford, CA 93230

Re: ABC-OTS Grant Program

Dear Chief Huddleston:

Congratulations. Your agency has been selected to participate in the Department of Alcoholic Beverage Control's ABC-OTS Grant Program. Funding for this project is provided by the Office of Traffic Safety through the National Highway Traffic Safety Administration.

We anticipate operations to begin upon completion of the one-day mandatory training class for your operations officer. Fiscal Officers will be contacted by our Fiscal Coordinator; Kristine Okino for training how to submit claims for reimbursement.

Since the grant starts October 1, 2025, you can make pre-paid travel arrangements on or after that date for your operations officer to attend the training. Pre-paid travel purchased prior to October 1st will not be reimbursed. The information regarding the date, location and authorized per diem rates are enclosed.

To expedite the issuance of your contract, please review and complete the enclosed ABC-OTS Grant Program Information Sheet. In addition, we will also need a resolution from your agency's governing body. Since these resolutions must be put on calendar, we ask that you do so as soon as possible. For your convenience attached is a sample resolution format.

Please mail, or email the Grant Information Sheet to our Grant Coordinator; Diana Fouts-Guter, at 3927 Lennane Drive, Suite 100, Sacramento, CA 95834, or at Diana.fouts-guter@abc.ca.gov.

If you have questions, please contact Grant Supervisor Daniel Sumida via email at daniel.sumida@abc.ca.gov.

We appreciate your prompt response and look forward to working with your agency.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Tupy", is located below the "Sincerely," text.

Paul Tupy
Director

Enclosures

RESOLUTION 25-56-R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD
APPROVING THE ACCEPTANCE OF THE DEPARTMENT OF ALCOHOLIC
BEVERAGE CONTROL (ABC) GRANT**

WHEREAS, The City of Hanford Police Department desires to undertake a certain project designated as The Alcohol Policing Partnership Grant to be funded in part from funds made available through the Alcohol Policing Partnership Program (APP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC), and;

IT IS AGREED, that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

IT IS ALSO AGREED, that this award is not subject to local hiring freezes.

BE IT FURTHER RESOLVED, that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the Chief of Police of the City of Hanford to authorize and execute the attached contract, including any extensions or amendments thereof and any subsequent agreement with the State in relation thereto.

PASSED, ADOPTED AND APPROVED at the regular meeting of the City Council of the City of Hanford held on October 21, 2025, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

TRAVIS PADEN
MAYOR of the City of Hanford

Attest:

NATALIE CORRAL
CITY CLERK

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

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the _____ day of _____, 20____.

Date: _____

City Clerk



AGENDA STAFF REPORT

MEETING DATE: 10/21/2025

AGENDA SECTION: PUBLIC HEARING

SUBJECT:

Resolution No. 2025-57-R of the City Council of the City of Hanford Annexing Territory (Stonehaven Subdivision) to Community Facilities No. 2025-1 (Public Safety Services), as Annexation No. 1, Authorizing the Levy of a Special Tax Within the Annexed Territory, and Submitting Levy of a Special Tax to Qualified Electors Thereof; and

Resolution No. 2025-58-R of the City Council of the City of Hanford Declaring the Results of a Special Annexation Election in Territory Annexed to Community Facilities District No. 2025-1 (Public Safety Services), Determining the Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien for City of Hanford Community Facilities District No. 2025-1 (Public Safety Services) Annexation No. 1 (Stonehaven Subdivision).

RECOMMENDATION:

Recommendation:

Hold public hearing and adopt Resolution No. 2025-57-R of the City Council of the City of Hanford Annexing Territory (Stonehaven Subdivision) to Community Facilities No. 2025-1 (Public Safety Services), as Annexation No. 1, Authorizing the Levy of a Special Tax Within the Annexed Territory, and Submitting Levy of a Special Tax to Qualified Electors Thereof; and Resolution No. 2025-58-R of the City Council of the City of Hanford Declaring the Results of a Special Annexation Election in Territory Annexed to Community Facilities District No. 2025-1 (Public Safety Services), Determining the Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien for City of Hanford Community Facilities District No. 2025-1 (Public Safety Services) Annexation No. 1 (Stonehaven Subdivision).

Recommended Motion:

I motion that City Council hold public hearing and adopt Resolution No. 2025-57-R of the City Council of the City of Hanford Annexing Territory (Stonehaven Subdivision) to Community Facilities No. 2025-1 (Public Safety Services), as Annexation No. 1, Authorizing the Levy of a Special Tax Within the Annexed Territory, and Submitting Levy of a Special Tax to Qualified Electors Thereof; and Resolution No. 2025-58-R of the City Council of the City of Hanford Declaring the Results of a Special Annexation Election in Territory Annexed to Community Facilities District No. 2025-1 (Public Safety Services), Determining the Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien for City of Hanford Community Facilities District No. 2025-1 (Public Safety Services) Annexation No. 1 (Stonehaven Subdivision).

BACKGROUND:

The conditions of approval for the Stonehaven Subdivision development requires that the property be annexed to Community Facilities District No 2025-1 (Public Safety Services). CFD No. 2025-1 was formed by the City to offset the increased cost of public safety services created due to new development for police services and fire protection services. A public hearing must be held on the question of whether to annex the property to CFD 2025-1. In the absence of majority protest, the attached resolutions annex the territory to CFD 2025-1, authorize the levy of a special tax within the annexed territory subject to voter approval, call an election to allow the property owner to cast a ballot on the levy of special tax, and declare the result of such election.

By Resolution 2025-19-R, the City Council established CFD 2025-1, a Mello-Roos Community Facilities District (CFD), with the intention that future development within the City would annex to this District. The special taxes collected from the property owners within the District are used to fund the increased cost of public safety services created due to new development for police services and fire protection services.

The property proposed for annexation is currently owned by D.R. Horton Ca3 Inc. and is located south of Hanford-Armona Road between 12th and 13th Avenues within the boundary of assessor's parcel number (APN) 011-040-030-000, as depicted on Exhibit A. The development on the property will be 82 single-family lots. Development of this property will change the property's characteristics and manner in which the property will be used, thereby creating a need for more services funded by CFD 2025-1.

The City contracted with Willdan Financial Services for the preparation of the necessary resolutions and balloting procedures for the annexation process.

The council adopted Resolution No. 25-50-R on September 16, 2025, to declare its intention to annex the territory to CFD 2025-1 and set the public hearing for October 21, 2025. Following the public hearing, and in the absence of a majority protest and approval by the property owner, the adoption of the attached resolutions will annex the territory to CFD 2025-1, call and hold an election of the property owner within the annexed territory, declare the results of the special election, and authorize the levy of the special taxes within the annexed territory, thereby concluding the annexation process.

FISCAL IMPACT:

The estimated annual revenue received by the City for this development will be \$13,448.00, which is based on the maximum special tax rate of \$164.00 per unit for Fiscal Year 2025/26 for an estimated 82 detached single family residential parcels.

The special tax for CFD 2025-1 includes an annual escalation factor as defined in the rate and method of apportionment (RMA). The "Annual Escalation Factor" means the greater of (i) four percent (4%) or (ii) the annual percentage increase in the Consumer Price Index for All Urban Consumers for San Francisco-Oakland-San Jose Area as determined by the Bureau of Labor Statistics. If said index is discontinued, then an alternative index may be used as determined by the Special Tax Administrator. The originally established Maximum Special Tax Rates for Community Facilities District No. 2025-1 for Public Safety Services is as follows:

Table 1
Maximum Special Tax for Developed Property
Community Facilities District No. 2025-1 (Public Safety Services)
Fiscal Year 2025/26

Land Use Class	Description	Maximum Special Tax
1	Detached Residential	\$164 per Dwelling Unit
2	Attached Residential	\$107 per Dwelling Unit
3	Commercial Property	\$0.148 per square foot of Non-Residential Floor Area
4	Industrial	\$0.191 per square foot of Non-Residential Floor Area
5	Institutional	\$0.106 per square foot of Non-Residential Floor Area
6	Mixed-Use Property	<u>Sum</u> of Maximum Special Tax for each applicable Land Use Class

For each Fiscal Year following the Base Year ("Base Year" = Fiscal Year 2025/26), the Maximum Special Tax rates in Table 1 shall be increased by the Annual Escalation Factor. Additional details may be found in the RMA contained in Resolution 25-50-R, Resolution of Intention. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

Prior Council Action:

September 16, 2021: Resolution of Intention

ATTACHMENTS:

1. Resolution No 25-57-R
2. Resolution No 25-58-R

RESOLUTION NO. 25-57-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD ANNEXING TERRITORY (STONEHAVEN SUBDIVISION) TO COMMUNITY FACILITIES DISTRICT NO. 2025-1 (PUBLIC SAFETY SERVICES) AS ANNEXATION NO. 1, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE ANNEXED TERRITORY, AND SUBMITTING LEVY OF A SPECIAL TAX TO THE QUALIFIED ELECTORS THEREOF

WHEREAS, the CITY COUNCIL of the CITY OF HANFORD, CALIFORNIA (the “City Council”), on September 16, 2025 adopted Resolution No. 25-50-R (Resolution of Intention) stating its intention to annex certain territory to the City’s existing Community Facilities District No. 2025-1 (Public Safety Services) (CFD 2025-1), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code) (Act); and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to CFD 2025-1 (Territory) and stating the facilities and services (Services) to be provided and the rate and method of apportionment of the special tax (Rate and Method) to be levied within the CFD to pay for the Services, is on file with the city clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

WHEREAS, the Resolution of Intention set October 21, 2025, as the date of the public hearing on the proposed annexation of the Territory to CFD 2025-1; and

WHEREAS, notice of the public hearing was published in accordance with the Act; and

WHEREAS, on October 21, 2025, this council held a public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to CFD 2025-1; and

WHEREAS, at said hearing, interested persons desiring to be heard on all matters pertaining to the annexation of the Territory to CFD 2025-1 and the levy of said special taxes within the Territory were heard, and a full and fair hearing was held, evidence was presented to this council regarding the annexation and special taxes, and this council is fully advised as to all matters relating to the annexation of the Territory to CFD 2025-1 and the special taxes; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed with the city clerk against the proposed annexation of the Territory to CFD 2025-1 by (i) 50% or more of the registered voters or six registered voters, whichever is more, residing in CFD 2025-1, or (ii) owners of one-half or more of the area of land in CFD 2025-1 and not exempt from the levy of the special tax; and

WHEREAS, the special tax proposed to be levied in the Territory to pay for the cost of the Services, including incidental expenses, has not been precluded by a majority protest pursuant to Section 53324 of the Act; and

WHEREAS, Annexation Map No. 1 to CFD 2025-1 has been filed with the county recorder of the County of Kings, which map shows the Territory to be annexed to the CFD in these proceedings, and a copy thereof is on file with the city clerk.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hanford as follows:

Section 1. Recitals Correct. The above recitals are true and correct and made a part hereof.

Section 2. Validity and Conformity. All prior proceedings taken by this council, with respect to CFD 2025-1 and the proposed annexation of the Territory thereto, have been duly considered and are hereby determined to be valid and in conformity with the Act.

Section 3. Services. This council determines that the project proposed for the Territory will intensify the use of the property, creating a need for more Services under CFD 2025-1. The Services that CFD 2025-1 is authorized to finance are in addition to those provided in or required for the territory within CFD 2025-1 and will not replace existing services.

Section 4. Boundaries of the District. The description and map of the boundaries of the Territory, as described in said Annexation No. 1 to the CFD, on file with the city clerk, are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of CFD 2025-1, and said Territory is hereby ordered annexed to CFD 2025-1, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

Section 5. Resolution of Intention. The provisions of the Resolution of Intention, which this council has heretofore adopted, are by this reference incorporated herein, as if fully set forth herein.

Section 6. Special Tax. It is the intention of this council that, except where funds are otherwise available to pay for the Services, a special tax, secured by recordation of a continuing lien against all non-exempt real property in the Territory, will be levied annually within the boundaries of the Territory from and after the annexation of the Territory to CFD 2025-1. The special taxes shall be those as originally authorized through the formation of CFD 2025-1 and adopted by ordinance of the legislative body of CFD 2025-1. For particulars, reference is hereby made to the Rate and Method. The special tax is hereby authorized, subject to approval by two-thirds of the votes cast within the Territory, commencing with fiscal year (FY) 2026-2027, in accordance with the Rate and Method, and procedures of the Act within the boundaries of the Territory to pay for the costs of the Services, including incidental expenses.

Section 7. Proposed Levy Submitted to Voters. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the Territory shall be submitted to the voters within the Territory at an election called therefore as hereinafter provided.

Section 8. Registered Voters. This council hereby finds that fewer than 12 persons have been registered to vote within the Territory for each of the 90 days preceding the close of the public hearing heretofore conducted and concluded by this council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this council finds that for purposes of these proceedings the qualified electors are the landowners within the Territory and that the vote shall be by said landowners, each having one vote for each acre or each portion thereof such landowner owns in the Territory.

Section 9. Ballot. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot, in accordance with the applicable provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that code, insofar as they have not been waived by the unanimous consent of all landowners of the Territory.

Section 10. Election. This council calls a special election to consider the measure described in the ballot referred to in Section 11 below, which election will be held on October 21, 2025, (Election Day) in the regular meeting place of the council, at the Civic Auditorium, located at 400 North Douty Street, Hanford, California.

Section 11. Election Official. The city clerk will be the election official to conduct the election and has caused to be provided to each landowner in the Territory, a ballot in the form of Exhibit A hereto, which is hereby approved.

Section 12. Ballots Accepted. The city clerk has accepted the ballots of the qualified electors received prior to 7:00 p.m. on Election Day, whether received by mail or by personal delivery.

Section 13. 90 Day Requirement Waived. This council hereby finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Hanford at a regular meeting being held on October 21, 2025 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Travis Paden
MAYOR of the City of Hanford

ATTEST:

Natalie Corral
City Clerk

State of California)
County of Kings) ss
City of Hanford)

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the day of _____, 2025.

Date: _____ City Clerk _____

Exhibit A
Community Facilities District No. 2025-1
(Public Safety Services)
Annexation Map No. 1
Boundary Map

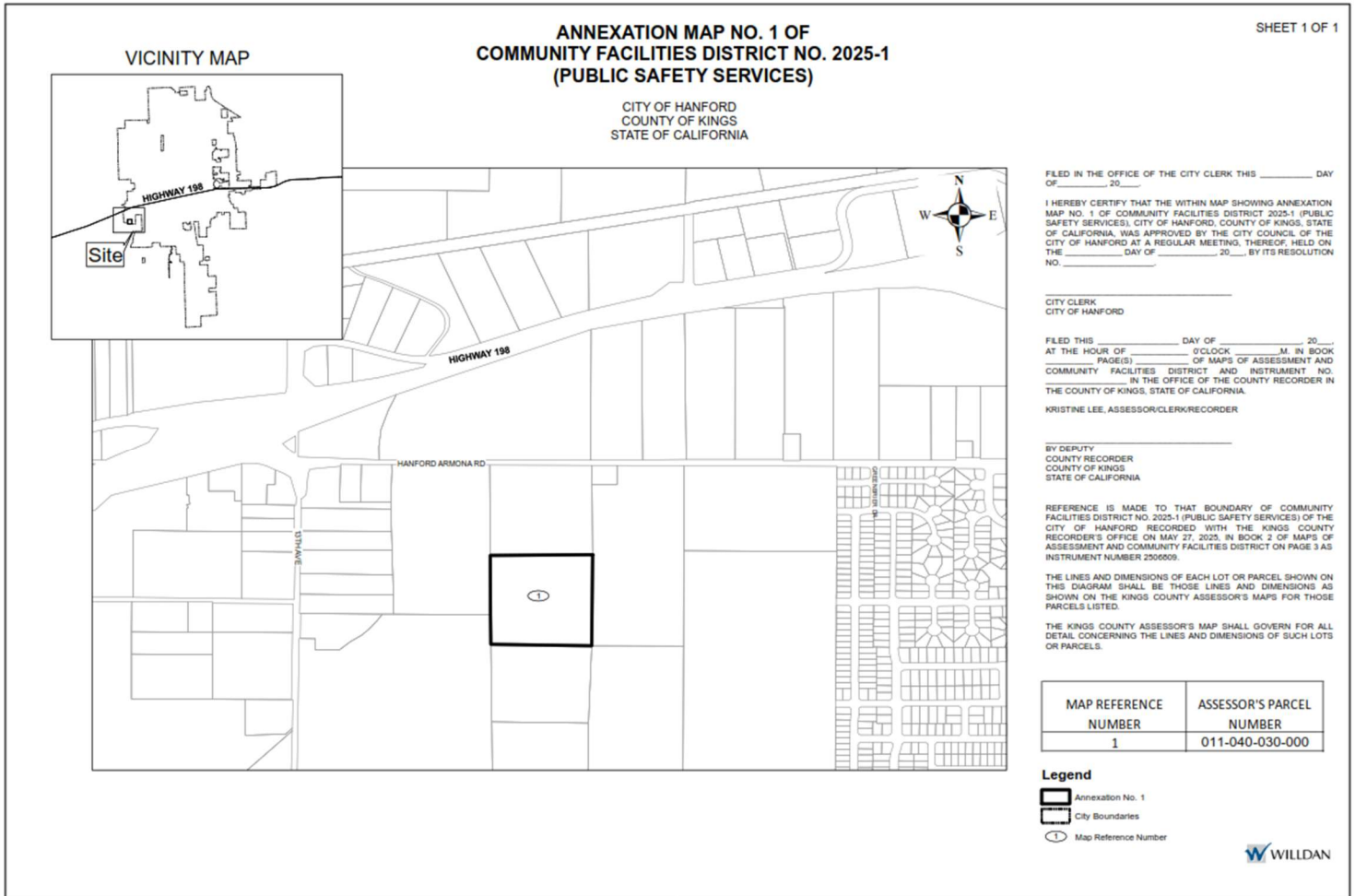


Exhibit B

**City of Hanford
Community Facilities District No. 2025-1
(Public Safety Services)
Annexation No. 1**

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot, signed, in the enclosed envelope to the office of the City Clerk of the City of Hanford no later than 7:00 p.m. on October 21, 2025, either by mail or in person. The City Clerk's office is located at 319 North Douty Street, Hanford, California, 93230.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return to the City Clerk of the City of Hanford and obtain another.

BALLOT MEASURE: Shall the City of Hanford, by and for its Community Facilities District No. 2025-1 (Public Safety Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the rate and method of apportionment ("RMA") attached hereto as Exhibit A and incorporated herein and as also set forth in the Resolution of Intention of the City of Hanford adopted by its Council on September 16, 2025?

YES: ☐

NO: ☐

By executing in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed: 11.81

Number of Votes: 12

D R Horton CA3 Inc.
419 West Murray Avenue
Visalia, CA 93291

Property Owner/Authorized Representative Signature: _____

RESOLUTION NO. 2025-58-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD DECLARING THE RESULTS OF A SPECIAL ANNEXATION ELECTION IN TERRITORY ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2025-1 (PUBLIC SAFETY SERVICES) DETERMINING THE VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN FOR CITY OF HANFORD COMMUNITY FACILITIES DISTRICT NO. 2025-1 (PUBLIC SAFETY SERVICES) ANNEXATION NO. 1 (STONEHAVEN SUBDIVISION)

WHEREAS, in proceedings heretofore conducted by the CITY COUNCIL of the CITY OF HANFORD, CALIFORNIA (the “City Council”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code) (Act), this council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land annexed to Community Facilities District No. 2025-1 (Public Safety Services) (CFD 2025-1); and

WHEREAS, pursuant to the terms of the resolution, which is hereby incorporated herein by this reference, the special election has been held, and the city clerk has filed a Canvass and Statement of Results of Election (Canvass), a copy of which is attached hereto as Exhibit A; and

WHEREAS, this council has reviewed the Canvass and hereby approves it.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HANFORD HEREBY RESOLVES:

Section 1. Recitals Correct. The above recitals are true and correct and made a part hereof.

Section 2. Issue Presented. The issue presented at the special election was the levy of a special tax within the territory annexed to CFD 2025-1, to be levied in accordance with the Rate and Method of Apportionment heretofore approved by this council as described in Resolution No. 2025-57-R, a “Resolution of the City Council of the City of Hanford Annexing Territory (Stonehaven Subdivision) to Community Facilities District No. 2025-1 (Public Safety Services) as Annexation No. 1, Authorizing the Levy of a Special Tax Within the Annexed Territory, and Submitting the Levy of a Special Tax to the Qualified Electors Thereof,” adopted October 21, 2025.

Section 3. Ballot Measure Approved. Pursuant to the Canvass on file with the city clerk, the issue presented at the special election was approved by the landowners of the territory annexed to CFD 2025-1 by more than two-thirds of the landowners voting at the special election.

Section 4. Special Taxes. Pursuant to the voter approval, this council may levy special taxes within the territory annexed to CFD 2025-1 pursuant to Resolution No. 2025-57-R, adopted October 21, 2025, as heretofore provided in these proceedings.

Section 5. Validity and Conformity. All prior proceedings taken by this council with respect to CFD 2025-1 and the annexation of the territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act.

Section 6. Amended Notice of Special Tax Lien. Within 15 days of the date hereof, the city clerk shall execute and cause to be recorded in the office of the county recorder of the County of Kings an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highway Code.

PASSED, ADOPTED AND APPROVED on this 21st day of October, 2025, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Travis Paden
MAYOR of the City of Hanford

ATTEST:

Natalie Corral
City Clerk

State of California)
County of Kings) ss
City of Hanford)

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the ___ day of _____, 2025.

Date: _____ City Clerk _____

Exhibit A
CITY OF HANFORD
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(PUBLIC SAFETY SERVICES)
ANNEXATION NO. 1

CERTIFICATE OF THE CITY CLERK AS TO THE
RESULTS OF THE CANVASS OF THE ELECTION RETURNS

I, Natalie Corral, City Clerk of the City of Hanford, hereby certify that I canvassed the returns of the Special Election in the City of Hanford Community Facilities District No. 2025-1 (Public Safety Services) Annexation No. 1, and that the election was held in the Civic Auditorium of the City Council at 400 North Douty Street, Hanford, California 93230 on October 21, 2025.

I further certify that the total number of ballots cast in said election and the total number of votes cast for and against the measure are full, true and correct:

Ballot Measure	Qualified Eligible Votes	Votes Cast	Yes	No
Shall the City of Hanford, by and for its Community Facilities District No. 2025-1 (Public Safety Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the rate and method of apportionment ("RMA") attached hereto as Exhibit A and incorporated herein and as also set forth in the Resolution of Intention of the City of Hanford adopted by its Council on September 16, 2025?	12			

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 21st day of OCTOBER, 2025.

By: _____
Natalie Corral
City Clerk
City of Hanford



AGENDA STAFF REPORT

MEETING DATE: 10/21/2025

AGENDA SECTION: PUBLIC HEARING

SUBJECT:

Resolution No. 2025-59-R of the City Council of the City of Hanford Annexing Territory (Stonehaven Subdivision) to Community Facilities No. 2025-2 (Public Maintenance Services), as Annexation No. 1, Authorizing the Levy of a Special Tax Within the Annexed Territory, and Submitting Levy of a Special Tax to Qualified Electors Thereof; and

Resolution No. 2025-60-R of the City Council of the City of Hanford Declaring the Results of a Special Annexation Election in Territory Annexed to Community Facilities District No. 2025-2 (Public Maintenance Services), Determining the Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien for City of Hanford Community Facilities District No. 2025-2 (Public Maintenance Services) Annexation No. 1 (Stonehaven Subdivision).

RECOMMENDATION:

Recommendation:

Hold public hearing and adopt Resolution No. 2025-59-R of the City Council of the City of Hanford Annexing Territory (Stonehaven Subdivision) to Community Facilities No. 2025-2 (Public Maintenance Services), as Annexation No. 1, Authorizing the Levy of a Special Tax Within the Annexed Territory, and Submitting Levy of a Special Tax to Qualified Electors Thereof; and Resolution No. 2025-60-R of the City Council of the City of Hanford Declaring the Results of a Special Annexation Election in Territory Annexed to Community Facilities District No. 2025-2 (Public Maintenance Services), Determining the Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien for City of Hanford Community Facilities District No. 2025-2 (Public Maintenance Services) Annexation No. 1 (Stonehaven Subdivision).

Recommended Motion:

I motion that City Council hold public hearing and adopt Resolution No. 2025-59-R of the City Council of the City of Hanford Annexing Territory (Stonehaven Subdivision) to Community Facilities No. 2025-2 (Public Maintenance Services), as Annexation No. 1, Authorizing the Levy of a Special Tax Within the Annexed Territory, and Submitting Levy of a Special Tax to Qualified Electors Thereof; and Resolution No. 2025-60-R of the City Council of the City of Hanford Declaring the Results of a Special Annexation Election in Territory Annexed to Community Facilities District No. 2025-2 (Public Maintenance Services), Determining the Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien for City of Hanford Community Facilities District No. 2025-2 (Public Maintenance Services) Annexation No. 1 (Stonehaven Subdivision).

BACKGROUND:

The conditions of approval for the Stonehaven Subdivision development requires that the property be annexed to Community Facilities District No 2025-2 (Public Maintenance Services) (CFD 2025-2). CFD No. 2025-2 was formed by the City to offset the increased cost of public maintenance services created due to new development for landscaping and lighting, park, drainage, and street maintenance. A public hearing must be held on the question of whether to annex the property to CFD 2025-2. In the absence of majority protest, the attached resolutions annex the territory to CFD 2025-2, authorize the levy of a special tax within the annexed territory subject to voter approval, call an election to allow the property owner to cast a ballot on the levy of special tax, and declare the result of such election.

By Resolution 2025-22-R, the City Council established CFD 2025-2, a Mello-Roos Community Facilities District (CFD), with the intention that future development within the City would annex to this District. The special taxes collected from the property owners within the District are used to fund the increased cost of public maintenance services created due to new development for landscaping and lighting maintenance, park maintenance, drainage maintenance, and street maintenance.

The property proposed for annexation is currently owned by D.R. Horton Ca3 Inc. and is located south of Hanford-Armona Road between 12th and 13th Avenues within the boundary of assessor's parcel number (APN) 011-040-030-000, as depicted on Exhibit A. The development on the property will be 82 single-family lots. Development of this property will change the property's characteristics and manner in which the property will be used, thereby creating a need for more services funded by CFD 2025-2.

The City contracts with Willdan Financial Services for the preparation of the necessary resolutions and balloting procedures for the annexation process.

The council adopted Resolution No. 25-51-R on September 16, 2025, to declare its intention to annex the territory to CFD 2025-2 and set the public hearing for October 21, 2025.

Following the public hearing, and in the absence of a majority protest and approval by the property owner, the adoption of the attached resolutions will annex the territory to CFD 2025-2, call and hold an election of the property owner within the annexed territory, declare the results of the special election, and authorize the levy of the special taxes within the annexed territory, thereby concluding the annexation process.

FISCAL IMPACT:

The estimated annual revenue received by the City for this development will be \$44,362.00 which is based on the maximum special tax rate of \$541.00 per unit for Fiscal Year 2025/26 for an estimated 82 detached single family residential parcels.

The special tax for CFD 2025-2 includes an annual escalation factor as defined in the Rate and Method of Apportionment of Special Tax (RMA). The process for the annexation is funded by the developer and no General Fund monies are used for this effort. The "Annual Escalation Factor" means the greater of (i) four percent (4%) or (ii) the annual percentage increase in the Consumer Price Index for All Urban Consumers for San Francisco-Oakland-San Jose Area as determined by the Bureau of Labor Statistics. If said index is discontinued, then an alternative index may be used as determined by the Special Tax Administrator.

The originally established Maximum Special Tax Rates for Community Facilities District No. 2025-2

for Public Maintenance Services is as follows:

Table 1
Maximum Special Tax for Taxable Property
Community Facilities District No. 2025-2 (Public Maintenance Services)
Fiscal Year 2025/26

Land Use Class	Description	Maximum Special Tax
1	Detached Residential	\$541 per Dwelling Unit
2	Attached Residential	\$352 per Dwelling Unit
3	Commercial Property	\$0.489 per square foot of Non-Residential Floor Area
4	Industrial Property	\$0.629 per square foot of Non-Residential Floor Area
5	Institutional Property	\$0.349 per square foot of Non-Residential Floor Area
6	Mixed-Use Property	<u>Sum</u> of Maximum Special Tax for each applicable Land Use Class
7	Undeveloped Property	\$2,426 per Lot Acre

For each Fiscal Year following the Base Year ("Base Year" = Fiscal Year 2025/26), the Maximum Special Tax rates in Table 1 shall be increased by the Annual Escalation Factor. Additional details may be found in the RMA contained in Resolution 25-51-R, Resolution of Intention. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

Prior Council Action:

September 16, 2021: Resolution of Intention

ATTACHMENTS:

1. Resolution No 25-59-R
2. Resolution No 25-60-R

RESOLUTION NO. 25 -59-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD ANNEXING TERRITORY (STONEHAVEN SUBDIVISION) TO COMMUNITY FACILITIES DISTRICT NO. 2025-2 (PUBLIC MAINTENANCE SERVICES) AS ANNEXATION NO. 1, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE ANNEXED TERRITORY, AND SUBMITTING LEVY OF A SPECIAL TAX TO THE QUALIFIED ELECTORS THEREOF

WHEREAS, the CITY COUNCIL of the CITY OF HANFORD, CALIFORNIA (the “City Council”), on September 16, 2025 adopted Resolution No. 25-51-R (the “Resolution of Intention”) stating its intention to annex certain territory to the City’s existing Community Facilities District No. 2025-2 (Public Maintenance Services) (“CFD 2025-2”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code) (the “Act”); and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to CFD 2025-2 (the “Territory”) and stating the facilities and services (the “Services”) to be provided and the rate and method of apportionment of the special tax (the “Rate and Method”) to be levied within the CFD to pay for the Services, is on file with the city clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

WHEREAS, the Resolution of Intention set October 21, 2025, as the date of the public hearing on the proposed annexation of the Territory to CFD 2025-2; and

WHEREAS, notice of the public hearing was published in accordance with the Act; and

WHEREAS, on October 21, 2025, this council held a public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to CFD 2025-2; and

WHEREAS, at said hearing, interested persons desiring to be heard on all matters pertaining to the annexation of the Territory to CFD 2025-2 and the levy of said special taxes within the Territory were heard, and a full and fair hearing was held, evidence was presented to this council regarding the annexation and special taxes, and this council is fully advised as to all matters relating to the annexation of the Territory to CFD 2025-2 and the special taxes; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed with the city clerk against the proposed annexation of the Territory to CFD 2025-2 by (i) 50% or more of the registered voters or six registered voters, whichever is more, residing in CFD 2025-2, or (ii) owners of one-half or more of the area of land in CFD 2025-2 and not exempt from the levy of the special tax; and

WHEREAS, the special tax proposed to be levied in the Territory to pay for the cost of the Services, including incidental expenses, has not been precluded by a majority protest pursuant to Section 53324 of the Act; and

WHEREAS, Annexation Map No. 1 to CFD 2025-2 has been filed with the county recorder of the County of Kings, which map shows the Territory to be annexed to the CFD in these proceedings, and a copy thereof is on file with the city clerk.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hanford as follows:

Section 1. Recitals Correct. The above recitals are true and correct and made a part hereof.

Section 2. Validity and Conformity. All prior proceedings taken by this council, with respect to CFD 2025-2 and the proposed annexation of the Territory thereto, have been duly considered and are hereby determined to be valid and in conformity with the Act.

Section 3. Services. This council determines that the project proposed for the Territory will intensify the use of the property, creating a need for more Services under CFD 2025-2. The Services that CFD 2025-2 is authorized to finance are in addition to those provided in or required for the territory within CFD 2025-2 and will not replace existing services.

Section 4. Boundaries of the District. The description and map of the boundaries of the Territory, as described in said Annexation No. 1 to the CFD, on file with the city clerk, are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of CFD 2025-2, and said Territory is hereby ordered annexed to CFD 2025-2, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

Section 5. Resolution of Intention. The provisions of the Resolution of Intention, which this council has heretofore adopted, are by this reference incorporated herein, as if fully set forth herein.

Section 6. Special Tax. It is the intention of this council that, except where funds are otherwise available to pay for the Services, a special tax, secured by recordation of a continuing lien against all non-exempt real property in the Territory, will be levied annually within the boundaries of the Territory from and after the annexation of the Territory to CFD 2025-2. The special taxes shall be those as originally authorized through the formation of CFD 2025-2 and adopted by ordinance of the legislative body of CFD 2025-2. For particulars, reference is hereby made to the Rate and Method. The special tax is hereby authorized, subject to approval by two-thirds of the votes cast within the Territory, commencing with fiscal year (FY) 2026-2027, in accordance with the Rate and Method, and procedures of the Act within the boundaries of the Territory to pay for the costs of the Services, including incidental expenses.

Section 7. Proposed Levy Submitted to Voters. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the Territory shall be submitted to the voters within the Territory at an election called therefore as hereinafter provided.

Section 8. Registered Voters. This council hereby finds that fewer than 12 persons have been registered to vote within the Territory for each of the 90 days preceding the close of the public hearing heretofore conducted and concluded by this council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this council finds that for purposes of these proceedings the qualified electors are the landowners within the

Territory and that the vote shall be by said landowners, each having one vote for each acre or each portion thereof such landowner owns in the Territory.

Section 9. Ballot. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot, in accordance with the applicable provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that code, insofar as they have not been waived by the unanimous consent of all landowners of the Territory.

Section 10. Election. This council calls a special election to consider the measure described in the ballot referred to in Section 11 below, which election will be held on October 21, 2025, (Election Day) in the regular meeting place of the council, at the Hanford Civic Auditorium, located at 400 North Douty Street, Hanford, California.

Section 11. Election Official. The city clerk will be the election official to conduct the election and has caused to be provided to each landowner in the Territory, a ballot in the form of Exhibit A hereto, which is hereby approved.

Section 12. Ballots Accepted. The city clerk has accepted the ballots of the qualified electors received prior to 7:00 p.m. on Election Day, whether received by mail or by personal delivery.

Section 13. 90 Day Requirement Waived. This council hereby finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Hanford at a regular meeting being held on October 21, 2025 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Travis Paden
MAYOR of the City of Hanford

ATTEST:

Natalie Corral
City Clerk

State of California)
County of Kings) ss
City of Hanford)

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the day of _____, 2025.

Date: _____ City Clerk _____

Exhibit A
Community Facilities District No. 2025-2
(Public Maintenance Services)
Annexation Map No. 1
Boundary Map

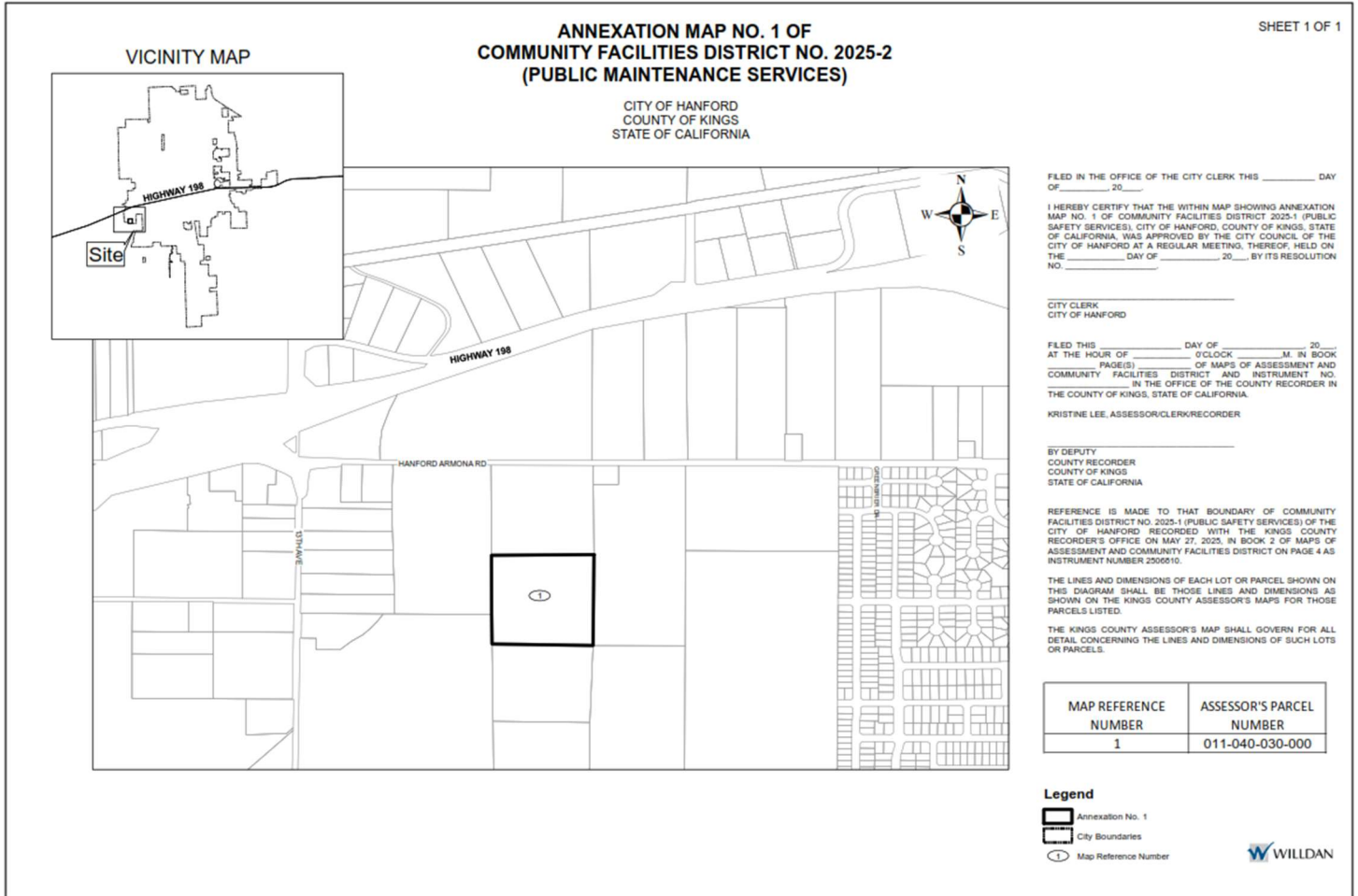


Exhibit B

**City of Hanford
Community Facilities District No. 2025-2
(Public Maintenance Services)
Annexation No. 1**

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot, signed, in the enclosed envelope to the office of the City Clerk of the City of Hanford no later than 7:00 p.m. on October 21, 2025, either by mail or in person. The City Clerk's office is located at 319 North Douty Street, Hanford, California, 93230.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return to the City Clerk of the City of Hanford and obtain another.

BALLOT MEASURE: Shall the City of Hanford, by and for its Community Facilities District No. 2025-2 (Public Maintenance Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the rate and method of apportionment ("RMA") attached hereto as Exhibit A and incorporated herein and as also set forth in the Resolution of Intention of the City of Hanford adopted by its Council on September 16, 2025?

YES:

☐

NO:

☐

By executing in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed: 11.81

Number of Votes: 12

D R Horton CA3 Inc.
419 West Murray Avenue
Visalia, CA 93291

Property Owner/Authorized Representative Signature: _____

RESOLUTION NO. 2025-60-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD DECLARING THE RESULTS OF A SPECIAL ANNEXATION ELECTION IN TERRITORY ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2025-2 (PUBLIC MAINTENANCE SERVICES) DETERMINING THE VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN FOR CITY OF HANFORD COMMUNITY FACILITIES DISTRICT NO. 2025-2 (PUBLIC MAINTENANCE SERVICES) ANNEXATION NO. 1 (STONEHAVEN SUBDIVISION)

WHEREAS, in proceedings heretofore conducted by the CITY COUNCIL of the CITY OF HANFORD, CALIFORNIA (the “City Council”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code) (the “Act”), this council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land annexed to Community Facilities District No. 2025-2 (Public Maintenance Services) (“CFD 2025-2”); and

WHEREAS, pursuant to the terms of the resolution, which is hereby incorporated herein by this reference, the special election has been held, and the city clerk has filed a Canvass and Statement of Results of Election (the “Canvass”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, this council has reviewed the Canvass and hereby approves it.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF HANFORD HEREBY RESOLVES:

Section 1. Recitals Correct. The above recitals are true and correct and made a part hereof.

Section 2. Issue Presented. The issue presented at the special election was the levy of a special tax within the territory annexed to CFD 2025-2, to be levied in accordance with the Rate and Method of Apportionment heretofore approved by this council as described in Resolution No. 2025-59-R, a “Resolution of the City Council of the City of Hanford Annexing Territory (Stonehaven Subdivision) to Community Facilities District No. 2025-2 (Public Maintenance Services) as Annexation No. 1, Authorizing the Levy of a Special Tax Within the Annexed Territory, and Submitting the Levy of a Special Tax to the Qualified Electors Thereof,” adopted October 21, 2025.

Section 3. Ballot Measure Approved. Pursuant to the Canvass on file with the city clerk, the issue presented at the special election was approved by the landowners of the territory annexed to CFD 2025-2 by more than two-thirds of the landowners voting at the special election.

Section 4. Special Taxes. Pursuant to the voter approval, this council may levy special taxes within the territory annexed to CFD 2025-2 pursuant to Resolution No. 2025-59-R, adopted October 21, 2025, as heretofore provided in these proceedings.

Section 5. Validity and Conformity. All prior proceedings taken by this council with respect to CFD 2025-1 and the annexation of the territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act.

Section 6. Amended Notice of Special Tax Lien. Within 15 days of the date hereof, the city clerk shall execute and cause to be recorded in the office of the county recorder of the County of Kings an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highway Code.

PASSED, ADOPTED AND APPROVED on this 21st day of October, 2025, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Travis Paden
MAYOR of the City of Hanford

ATTEST:

Natalie Corral
City Clerk

State of California)
County of Kings) ss
City of Hanford)

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the ___ day of _____, 2025.

Date: _____ City Clerk _____

Exhibit A

**CITY OF HANFORD
COMMUNITY FACILITIES DISTRICT NO. 2025-2
(PUBLIC MAINTENANCE SERVICES)
ANNEXATION NO. 1**

**CERTIFICATE OF THE CITY CLERK AS TO THE
RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

I, Natalie Corral, City Clerk of the City of Hanford, hereby certify that I canvassed the returns of the Special Election in the City of Hanford Community Facilities District No. 2025-2 (Public Maintenance Services) Annexation No. 1, and that the election was held in the Hanford Civic Auditorium of the City Council at 400 North Douty Street, Hanford, California 93230 on October 21, 2025.

I further certify that the total number of ballots cast in said election and the total number of votes cast for and against the measure are full, true and correct:

Ballot Measure	Qualified Eligible Votes	Votes Cast	Yes	No
Shall the City of Hanford, by and for its Community Facilities District No. 2025-2 (Public Maintenance Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the rate and method of apportionment ("RMA") attached hereto as Exhibit A and incorporated herein and as also set forth in the Resolution of Intention of the City of Hanford adopted by its Council on September 16, 2025?	12			

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 21st day of OCTOBER, 2025.

By: _____
Natalie Corral
City Clerk
City of Hanford



AGENDA STAFF REPORT

MEETING DATE: 10/21/2025

AGENDA SECTION: PUBLIC HEARING

SUBJECT:

Public Hearing to receive comments on the proposed Zone Text Amendment No. 2025-13, a request to amend Table 17.08.030 Commercial, Office, and Industrial Use Table and 17.96.020 Land use definitions in order to allow Banks or Credit Unions in the C-N, C-R, MX-D, MX-C and MX-N Zones and Introduction of Ordinance 2025-10, approving the zone text amendment.

RECOMMENDATION:

Recommendation: Introduce and waive the first reading of Ordinance No. 2025-10, approving Zone Text Amendment 2025-13.

Recommended Motion: I move to introduce and waive the first reading of Ordinance No. 2025-10, approving Zone Text Amendment 2025-13.

BACKGROUND:

City staff have evaluated the need to amend the Hanford Municipal Code to address limitations on where banks and credit unions may establish branches. Under the current regulations, the main branch of a bank or credit union must be located within the MX-D (Downtown Mixed Use) zoning district, while secondary branches are permitted within the C-N (Neighborhood Commercial), MX-D, MX-C (Corridor Mixed Use), and MX-N (Neighborhood Mixed Use) zoning districts.

This restriction has created challenges due to the limited availability of suitable sites within the MX-D zone, which has constrained the ability of banks to locate and serve the community effectively. The lack of available sites has limited opportunities to provide banking services to residents and businesses in areas outside the downtown core.

To address this issue, staff are proposing an amendment to the Municipal Code that would allow all banks and credit unions to locate in the C-N, C-R (Regional Commercial), MX-D, MX-C, and MX-N zoning districts. Expanding the list of permitted zones would significantly increase the number of viable locations for banks in the community.

This change would support economic development policies in the Hanford General Plan by encouraging investment in business growth, while still maintaining the intent of the City's zoning framework.

Applicable General Plan policies that support the change include:

Policy E5 Business Growth and Retention Program

Develop and support a business growth and retention program that promotes, encourages, and assists existing businesses in Hanford.

Policy E11 Business-Friendly City

Strengthen the reputation of Hanford's city government as one that is service-oriented and business friendly.

The Hanford Planning Commission has recommended the approval of the zone text amendment.

In taking action on a Zone Text Amendment, the City Council must make the appropriate findings, in accordance with the Hanford Municipal Code:

1. The amendment is internally consistent with the goals, objectives, and policies of the General Plan and this title;

ANALYSIS: That according to General Plan Policy E5 and E11, the City of Hanford shall support business growth and retention. The revision of the Hanford Municipal Code is consistent with the policies of the General Plan, as it continues support business growth.

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

ANALYSIS: That the revision of the Hanford Municipal Code is not detrimental to the public health, safety, or welfare of the community.

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

ANALYSIS: That the amendment will maintain the appropriate balance of land uses within the City of Hanford. The zone text amendment would expand opportunities for banks to locate in additional commercial zones.

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

ANALYSIS: That the zone text amendment would be compatible with existing and future surrounding uses as the proposed zones are compatible with bank uses.

FISCAL IMPACT:

No impact

ATTACHMENTS:

1. Proposed Bank Ordinance
2. Ordinance 25-10
3. Notice of Exemption

Table 17.08.030

Commercial, Office, and Industrial Use Table

Land Uses	Service uses	C-N	C-R	C-S	C-H	MX-N	MX-C	MX-D	O-R	I-O	I-L	I-H	AP	PF	CO
J2	Bank or credit union, main branch	<u>P</u>	<u>P</u>			<u>P</u>	<u>P</u>	P							
J3	Bank or credit union, secondary branch	P				P	P	P							

17.96.020 Land use definitions.

The following land use definitions apply to this title. The item number in parenthesis at the end of the definition is not a part of the definition, but refers to the line item of that land use in Table 17.18.020 and Table 17.18.030.

"Bank or credit union, ~~main branch~~" means an institution providing retail banking services that is ~~the main branch~~ in the City. This classification includes only those institutions engaged in the on-site circulation of money, including credit unions, but excluding a payday lender or check-cashing establishment. For administration, headquarters, or other offices of banks and credit unions without retail banking services with on-site circulation of money see Office, professional or commercial. (J2)

~~"Bank or credit union, secondary branch" means an institution providing retail banking services that is a secondary or satellite branch in the City and either does not provide loan officers on site or only provides merchant bank services. This classification includes only those institutions engaged in the on-site circulation of money, including credit unions, but excluding a payday lender or check-cashing establishment. For administration, headquarters, or other offices of banks and credit unions without retail banking services with on-site circulation of money see Office, professional or commercial. (J3)~~

ORDINANCE NO. 25-10

AN ORDINANCE APPROVING ZONE TEXT AMENDMENT NO. 2025-13, A REQUEST BY THE CITY OF HANFORD TO APPROVE ZONE TEXT AMENDMENT NO. 2025-13 AND AMEND TABLE 17.08.030 COMMERCIAL, OFFICE, AND INDUSTRIAL USE TABLE AND 17.96.020 LAND USE DEFINITIONS IN ORDER TO ALLOW BANKS OR CREDIT UNIONS IN THE C-N, C-R, MX-D, MX-C AND MX-N ZONES

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

SECTION 1: The Hanford Municipal Code Title 17, the Zoning Ordinance contains regulations to ensure the public health, safety, peace, comfort, convenience, prosperity and general welfare of the citizens of Hanford, including zoning categories, allowed uses and development standards.

SECTION 2: The City Council has held a public hearing on the amendment to Title 17, Table 17.08.030 and 17.96.020 Bank or Credit Union Definition: a request by the City of Hanford to amend Title 17, Table 17.08.030 and Section 17.96.020 updating Table 17.08.030 to allow banks and credit unions in additional zones, removing requirements for first branches of banks and credit unions to be located in the MX-D zone, and revising the definition of “Bank or credit union” to create a single category definition.

SECTION 3: The City Council finds that the adoption of this ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to the following section of the CEQA Guidelines, 14 Cal. Code of Regulations, Chapter 3.

- a) The ordinance is exempt under Section 15061(b) (3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 4: The proposed amendment was evaluated for consistency with the General Plan and the Zoning Ordinance in accordance with Sections 17.86.030 and based on the following findings:

1. The amendment is internally consistent with the goals, objectives, and policies of the General Plan and this title;

ANALYSIS: That according to General Plan Policy E5 and E11, the City of Hanford shall support business growth and retention. The revision of the Hanford Municipal Code is consistent with the policies of the General Plan, as it continues support for business growth.

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

ANALYSIS: That the revision of the Hanford Municipal Code is not detrimental to the public health, safety, or welfare of the community.

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

ANALYSIS: That the amendment will maintain the appropriate balance of land uses within the City of Hanford. The zone text amendment would expand opportunities for banks to locate in additional commercial zones.

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

ANALYSIS: That the zone text amendment would be compatible with existing and future surrounding uses as the proposed zones are compatible with bank uses.

SECTION 5: The City Council of the City of Hanford does ordain that Title 17 is hereby amended, as shown in **Exhibit A**.

SECTION 6: That the 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 or a summary of this ordinance shall be published in the Hanford Sentinel in a manner consistent with the requirements of the California Government Code.

Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on October 21, 2025, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED

Travis Paden
MAYOR of the City of Hanford

ATTEST:

Natalie Corral
CITY CLERK

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

I, NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Hanford on the 21st day of October, 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.

NATALIE CORRAL
CITY CLERK

Notice of Exemption 2025-XX

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

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

From: City of Hanford
317 North Douty Street
Hanford, CA 93230

Project Title: Zone Text Amendment No. 2024-01

Project Location – City of Hanford

Project Location – City: Hanford

Project Location – County: Kings County

Description of Nature, Purpose and Beneficiaries of Project: Zone Text Amendment No. 2025-13, a request to amend: Table 17.08.030 Commercial, Office, and Industrial Use Table and 17.96.020 Land use definitions in order to allow Banks or Credit Unions in the C-N, C-R, MX-D, MX-C and MX-N Zones.

Name of Public Agency Approving Project: City of Hanford, Planning Division

Name of Person or Agency Carrying Out Project: City of Hanford

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:
☒ Statutory Exemption. State code number: 15061(b)(3) General Rule

Reasons why project is exempt:

The proposed ordinance is exempt under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The proposed project is a text amendment that is not associated with a physical development; therefore, there are no physical impacts that will result from the project.

Lead Agency

Contact Person: Jason Waters Area Code/ Telephone: (559) 585-2590

Signature: _____ Date: September 23, 2025 Title: Deputy City Manager

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



AGENDA STAFF REPORT

MEETING DATE: 10/21/2025

AGENDA SECTION: GENERAL BUSINESS

SUBJECT:

Consider approval of an updated City Attorney Legal Services Contract with Griswold, LaSalle, Cobb, Dowd & Gin, L.L.P. and the City of Hanford and authorize the Mayor to execute an updated agreement for a flat monthly fee of \$52,000

RECOMMENDATION:

Recommendation: Consider approval of an updated City Attorney Legal Services Agreement with Griswold, LaSalle, Cobb, Dowd & Gin, L.L.P. and the City of Hanford and authorize the Mayor to execute an updated agreement for a monthly flat fee of \$52,000 for "City Attorney Basic Services."

Recommended Motion: I move to approve the updated City Attorney Legal Services Agreement with Griswold, LaSalle, Cobb, Dowd & Gin, L.L.P. and the City of Hanford, which is attached to the staff report, and authorize the Mayor to execute the updated agreement for a monthly flat fee of \$52,000 for "City Attorney Basic Services."

BACKGROUND:

The firm Griswold LaSalle Cobb Dowd & Gin LLP (Griswold LaSalle) has provided legal services as City Attorney under contract with the City of Hanford since 2007 (starting as special counsel in 2006). The current agreement was last updated in 2011. In early 2022, the City issued a Request for Proposal (RFP). In May 2022, the City Council received eight proposals, but the Council elected to forego interviews and to continue under Griswold LaSalle's existing contract. In March 2025, City Council requested an item for discussion of Griswold LaSalle's services and on June 17, 2025, after a presentation in open session, the City Council by consensus directed that staff negotiate an updated agreement with Griswold LaSalle. This item is now being brought back to City Council based on that direction.

Based on the direction of City Council at the June 17, 2025 meeting, Staff is recommending approval of this updated agreement for a variety of reasons, including the following:

- 1) The institutional knowledge of City operations and history Griswold, LaSalle brings to the table. With over 18 years of experience with the City of Hanford and based in Hanford, their local presence and city knowledge brings value.
- 2) Griswold LaSalle has vast knowledge of public agency law as it represents nine Valley cities and many other local agencies.
- 3) Recurring training the firm provides including ethical training, management training, and training on new laws as they become effective, etc.
- 4) \$52,000 monthly flat fee is \$624,000 annually, which is within the current established budget for

legal services within the proposed "City Attorney Basic Services", this offers a predictable budgetary figure for the City.

5) Proposed flat fee for "City Attorney Basic Services" and the hourly rates for "City Attorney Special Services" are agreed to until June 30, 2027, which shows commitment to reasonable rates.

6) Griswold LaSalle is a full-service firm able to handle the City's legal service needs, including litigation and personnel if needed.

The updated agreement includes:

A. City Attorney Basic Services: Includes general services in section 2A of the proposed agreement

B. City Attorney Special Services: May include services in section 2B of the proposed agreement, including but not limited to Right of Way Agent services, Pre-Litigation/Litigation services, and personnel matter services.

C. No termination date, but may terminate with 30 days notice and a 4/5th vote of City Council

Currently, the City contracts with Liebert Cassidy Whitmore (LCW) for personnel matter services, including labor negotiations. The City may contract with other firms for services in 2B, on a project-by-project basis or issue a Request for Proposals for more specialized services such as litigation work.

If approved, staff will proceed with execution and filing of the Agreement. The City Manager will provide administration and performance review of the City Attorney services and any other action as directed by the City Council.

FISCAL IMPACT:

Based on the existing budget for City Attorney services, a monthly flat fee of \$52,000 will be paid through the period of June 30, 2027. Thereafter, the monthly flat fee will be based on the budget as approved by City Council. Services provided outside the general scope of services (included in the flat fee) will be billed to the City at rates as established in the agreement and as updated beginning July 1, 2027.

ATTACHMENTS:

1. 2025.10.09 Griswold Version City Atty Contract (redline-clean)

CITY ATTORNEY LEGAL SERVICES AGREEMENT

This City Attorney Legal Services Agreement ("Agreement") is entered into by and between Griswold, LaSalle, Cobb, Dowd & Gin LLP ("Firm") and the City of Hanford ("City").

RECITALS

- A. The City desires to retain Firm as the City Attorney; and
- B. Firm has the legal competence, experience, and qualifications to provide professional legal services required by City; now therefore:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.
2. Scope of Services. Firm agrees to perform basic legal services for City and to do so in a timely, efficient, competent, and effective manner. Firm shall provide advice, consultation, and representation in all matters of municipal affairs listed in this scope of services. It shall be the duty, obligation, and responsibility of Firm, in a skilled and professional manner, to perform legal services as requested by City. Firm shall provide all legal services in a competent manner as required by the Rules of Professional Conduct of the State Bar of California.
 - (a) City Attorney Basic Services Defined. City hires Firm to provide "City Attorney Basic Services" as defined herein below to the City. Firm shall be the exclusive provider of the City Attorney Basic Services as described herein. The services provided shall include:
 - (i) Attend all regular meetings, and special meetings as needed, of the City Council and the City Planning Commission. The attorney's duties in this connection shall be to render advice and opinions with respect to all legal matters which arise during any such meeting.
 - (ii) Consult with and provide legal advice, written updates, including written opinions where appropriate, to Council members and designated City staff on all matters, as needed, including but not limited to: review and interpretation of City Municipal Code, state General Law or federal laws or regulations as they relate to City activities; response and recommendations related to public records act requests; the processing of public works contract bids and related matters; and assistance with environmental review activities of the City, including application and interpretation of the California Environmental Quality Act (CEQA) to City projects and, when requested, private development projects.
 - (iii) Attend meetings of other boards, commissions, committees, and staff of the City, when requested to do so by the City Council or the City Manager.

- (iv) Review and/or prepare ordinances, resolutions, orders, contracts, agreements, forms, notices, declarations, certificates, deeds, leases, and other legal documents required by the City.
 - (v) Conduct legal work pertaining to property acquisition, property disposal, public improvements, public rights of way and easements, and matters relating to public utilities; activities related to the negotiations for the acquisition or disposition of real property shall not be included within this scope of work.
 - (vi) General City Property: Serving as the City's Right of Way Agent for non-Capital Improvement Project matters, including, but not limited to, negotiations for the acquisition or disposition of Real Estate or Right of Way interests.
 - (vii) Sustainable Groundwater Management Act (SGMA)/Water Rights/Groundwater Fees.
- (b) City Attorney Special Services. The following activities shall not be considered City Attorney Basic Services. The Firm shall perform "City Attorney Special Services" at the request of the City or, alternatively, shall receive written approval from the City Manager prior to the commencement of City Attorney Special Services.
- (i) Capital Improvement Projects: Serving as the City's Right of Way Agent, including, but not limited to, negotiations for the acquisition or disposition of Real Estate or Right of Way interests.
 - (ii) Pre-litigation work involving the anticipated prosecution or defense of civil or administrative actions. Such work includes, without limitation, assessment and formulation of defense regarding claims filed against City pursuant to the California Government Claims Act, work performed in anticipation of civil or administrative actions pursued on the City's behalf, and work performed in preparation for quasi-judicial administrative proceedings (e.g., appeal hearings occurring under the City Municipal Code). Any new claims against the City received by City Attorney shall be forwarded directly to the City Manager and Risk Personnel for review and assignment if applicable; no work or research shall be conducted until assigned.
 - (iii) Litigation, which is defined as: any matter involving actions filed on behalf of or against the City in the state or federal court system, and any matter involving a quasi-judicial administrative proceeding. Such work includes, without limitation, pursuit of Code Enforcement abatement warrants, pursuit or defense of restraining orders, and representation of the City at administrative appeal hearings occurring under the City Municipal Code.
 - (iii) Manage and coordinate the work of all litigation counsel as directed by the City Council and City Manager or required by Excess General Liability Pool, including review, updates, budget estimates and tracking of litigation counsel billing statements before presentment to the City for payment.
 - (iv) Consultation with the City Manager or the City Human Resource Manager regarding personnel matters.

3. Compensation.

(a) City agrees to pay Firm FIFTY-TWO THOUSAND DOLLARS (\$52,000.00) per month for the provision for City Attorney Basic Services, for the period beginning October 26, 2025 through June 30, 2027. For the period after June 30, 2027, the compensation payable for City Attorney Basic Services will be established by the Hanford City Council when the Council adopts or amends the City's budget.

(b) City agrees to pay Firm per hour of attorney time and per hour for non-attorney time as stated in Exhibit "A" for City Attorney Special Services. For the period after June 30, 2027, the billing rates for attorney and non-attorney time for City Attorney Special Services shall be established through schedules approved by the City Manager.

(c) All general office overhead, including copying, facsimile, postage, local courier, telephone charges, library, software services (excluding online database fees incurred by the Firm for legal research performed for the City), insurance and administrative costs, and local mileage charges, but excluding travel more than 25 miles from Hanford, shall be included at no cost within the City Attorney Basic Services. Firm will charge out-of-pocket expenses associated with City Attorney Special Services (e.g., filing, expert witnesses and consultants, court reporters, service of process, and copying of documents), and travel expenses related to out-of-town City-related business.

(d) Firm will bill the City on a monthly basis with itemization and detail sufficient to meet City's accounting needs. Firm and City will specify detail necessary for accounting purposes prior to the commencement of legal services pursuant to this agreement. Firm will provide one set of bills for payment per month but may request payment of such bills through up to two separate payments. Billing shall be accounted for in one-tenth hour increments.

(e) City will pay all bills as required by this Agreement within THIRTY (30) days of receipt. If the City does not comply with these requirements, Firm may terminate this Agreement upon written notice to the City.

4. Assignment of Personnel. General Counsel under this Agreement shall be Ty N. Mizote.

(a) City, by and through its City Council, does hereby appoint Ty N. Mizote as City Attorney. The Firm and Mr. Mizote shall serve solely at the pleasure of the City Council. The appointment of Mr. Mizote as City Attorney shall remain in effect during the term of this Agreement. As may be required, Mario Zamora shall serve as the City's Assistant City Attorney in the event of Mr. Mizote's absence. The City Council may terminate the appointment, with or without cause.

(b) It is understood that other attorneys employed by Firm will be utilized regularly, and from time to time, to satisfy the Firm's obligations hereunder. The City Attorney shall not miss two or more consecutive meetings of the City Council without prior approval of the City Manager.

5. Term and Termination.

5.1. This Agreement shall be effective October 26, 2025, subject to approval by the City Council at a duly scheduled meeting thereafter and shall continue in full force and effect unless otherwise terminated earlier by one of the parties. Firm may be contacted following termination of the Agreement for clarification and consultation on matters covered during performance of the scope of services. Any additional legal services rendered as a result of such contact will be billed in accordance this Agreement.

5.2. City reserves the right to discharge Firm and terminate this Agreement at any time. Termination of this agreement requires a super majority (4/5th) vote by City Council. In the event of such discharge or termination, the City shall compensate Firm for services rendered and expenses incurred up to and including the date of termination. City shall terminate services and/or the Agreement by delivering to Firm a written notice specifying the extent to which services and/or the Agreement are terminated and the effective date of the termination. Notice of termination shall be mailed or emailed as follows:

Griswold, LaSalle, Cobb, Dowd & Gin LLP
Attn: Mario U. Zamora
mzamora@griswoldlasalle.com
111 E. 7th St.
Hanford, CA 93230

5.3. Firm may terminate this Agreement at any time by giving City not less than thirty (30) days prior written notice. If Firm elects to terminate this Agreement, Firm shall take reasonable steps to avoid reasonably foreseeable prejudice to City's rights which may arise from Firm's services hereunder, as required by the Rules of Professional Conduct of the State Bar of California. Notice of Termination shall be mailed or emailed as follows:

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

Upon receipt of a termination notice, Firm shall (1) promptly discontinue all services affected (unless the notice directs otherwise) and (2) deliver to the City all records, reports, and files of the City in accordance with the Rules of Professional Conduct of the State Bar of California.

6. Performance Review

- (a) Annual Performance Review. On or about April 1st each year during the term of this Agreement, the City Council shall audit and review the performance and legal fees of Firm and its members or associates in furnishing the services provided hereunder, and the compensation provisions hereof. The parties may agree to changes or amendments hereto, including, but not necessarily limited to, changes in compensation provisions, which changes or amendments shall be evidenced by written amendment or by minute order evidencing motion duly

made and carried by the City Council. Nothing in this paragraph shall be deemed to prevent or inhibit more frequent review of performance, compensation, or other matters relating to this Agreement or otherwise inhibit the free and candid exchange of views between the parties hereto, to the end that the legal interests of City shall best be served and Firm shall fairly be compensated for legal services rendered.

- (b) Compensation and Scope Review. It is understood that the compensation provision of this Agreement is based on the current workload assigned by the City to the Firm. In the event that significantly more or less work is required to adequately perform the indicated Scope of Services, the parties agree to confer annually on or about April 1st before the period starting July 1, 2027 (and every July 1 thereafter), regarding increase or decrease in either the Scope of Services, the compensation provisions of this Agreement, or both.

7. Assignment of Agreement

Firm shall not assign or transfer any interest in, nor delegate any duties thereof in this Agreement. Any assignment or delegation without express written consent of the City shall be void.

8. Insurance and Indemnification.

7.1. During the term of this Agreement, Firm shall maintain and pay all premiums required to keep in force policies satisfying the insurance requirements identified in the attached Exhibit “B,” which is incorporated herein by reference.

7.2. To the furthest extent allowed by law, Firm shall indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorneys’ fees and litigation expenses) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of Firm, its principals, officers, agents, and employees in the performance of this Agreement. The obligations under this paragraph are in addition to and are not limited by any insurance which Firm is otherwise required to maintain under this Agreement. This duty to indemnify, defend, and hold harmless shall survive the termination of this Agreement.

- 9. Independent Contractor. In performance of the work, duties and obligations assumed by Firm under this Agreement, it is mutually understood and agreed that Firm, including any and all of Firm’s principals, officers, agents, and employees, will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as servant, employees, agent, partner, or associate of City. Because of its status as an independent contractor, Firm and its employees shall absolutely have no right to employment rights and benefits available to City employees. Firm shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Firm shall be solely responsible and hold City harmless

from all matters related to payment of Firm's employees, including compliance with social security, withholding, and all other regulations governing such affairs.

10. Compliance with Law. Firm shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives. In particular, Firm shall comply with all Rules of Professional Conduct of the State Bar of California, confidentiality laws and regulations, and conflict of interest laws and regulations.

11. Miscellaneous.

11.1. Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

11.2. Governing Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

11.3. Required License and Professional Credentials. Firm and personnel providing legal services shall maintain all licenses and professional credentials necessary for the provision of such services. Firm shall promptly notify City of changes of status or events that might impact the provision of legal services to City.

11.4. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

11.5. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

11.6. Incorporation of Documents. All documents constituting the Agreement documents described in Section hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

11.7. Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

11.8. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

11.9. Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term, or other stipulation in the agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

11.10. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

11.11. Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be venued exclusively in the state courts of California in the County of Kings or in the United States District Court for the Eastern District of California.

11.12. Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorneys' fees incurred or expended in connection with such action against the non-prevailing party.

11.13. Equal Opportunity Employment. Firm 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. Firm shall also comply with all relevant provisions of City's programs or guidelines currently in effect as identified and provided to Firm by City.

12. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Firm and City.

**Griswold, LaSalle, Cobb, Dowd & Gin
LLP**

City Of Hanford

Mario U. Zamora

Date: _____

Travis Paden, Mayor

Date: _____

ATTEST

Natalie Corral, City Clerk

Exhibit “A”

Billing rates

RMD	\$350
JLL	\$325
RLC	\$325
TNM	\$305
MRJ	\$295
MUZ	\$280
RSM	\$270
MNC	\$250
CDS	\$245
LVS	\$235
NMM	\$220
MCE	\$210
AMB	\$210
Legal Analyst	\$185
Summer Clerk	\$165
Paralegal II	\$165
Paralegal I	\$155
Legal Assistant	\$90
File Clerks	\$60

Exhibit “B”

a. Firm, at Firm’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. Professional Liability Coverage. Firm 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 Firm maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Firm.

Firm’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, Firm must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

Firm 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 Firm’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 Firm 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 Firm 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 policy with respect to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and products used by Firm. General liability coverage can be provided in the form of an endorsement to Firm'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, Firm'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 Firm'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.

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



AGENDA STAFF REPORT

MEETING DATE: 10/21/2025	AGENDA SECTION: GENERAL BUSINESS
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SUBJECT:

Presentation and Discussion of future changes to Council Compensation as allowed under SB329

RECOMMENDATION:

Recommendation: That the City Council receive the presentation and provide direction to staff on any relevant ordinances and/or policies.

BACKGROUND:

Senate Bill 329 (“SB 329”) was signed into law and became effective January 1, 2024. SB 329 amended Section 36516 of the Government Code, allowing for the first city council member pay cap increases in nearly four decades. Pre-SB 329 law authorized a city council to enact an ordinance to provide each member of the city council a salary based upon the population of the city; that amount could be increased by the city council by an amount no more than 5% for each calendar year. The existing compensation schedule had not been increased since 1984, despite inflation. Senate Bill 329 was passed with the belief that it would address a perceived inequity by allowing councils to adjust their maximum pay to reflect inflation as measured by the California Consumer Price Index. Any increase requires a majority vote of the city council.

The new salary limits are as follows:

- Up to \$950 per month for cities up to and including 35,000 in population.
- Up to \$1,275 per month for cities over 35,000 up to and including 50,000 in population.
- **Up to \$1,600 per month for cities over 50,000 up to and including 75,000 in population.**
- Up to \$1,900 per month for cities over 75,000 up to and including 150,000 in population.
- Up to \$2,550 per month for cities over 150,000 up to and including 250,000 in population.
- Up to \$3,200 per month for cities over 250,000 in population.

Table 1: Surrounding cities with like or larger population and council salaries for comparison

Current City Council Salary	City	Population	Max Allowed
Per month - \$500	Hanford	59,286	\$ 1,600
Per meeting - \$20 (council)/\$25 (mayor)	Porterville	62,934	\$ 1,600
Per month - \$500	Madera	66,560	\$ 1,600
Per meeting - \$5	Tulare	70,799	\$ 1,600
Per month - \$400 (Council), \$500 (Mayor)	Merced	91,837	\$ 1,900
Per month - \$1,513	Clovis	126,133	\$ 1,900
Per month (up to) \$1031.52	Visalia	144,532	\$ 1,900

It is noteworthy that Tulare and Porterville are both charter cities, and the charters for those agencies establish council compensation amounts. Tulare's compensation amount was established in 1935 and Porterville's compensation amount was established in 1971. Council compensation amounts in those cities may be modified only by the voters' amendment of their respective city's charter.

The last time an Ordinance was adopted, Ordinance No. 20-08, was August 18, 2020. At that time, the monthly stipend was increased from \$400 to \$500 and was the first increase of Council Salaries since 1996. In order to determine the population of a city, the statute utilizes the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance. According to the California Department of Finance the 2024 population of Hanford is approximately 59,286.

Additionally, council member salaries are allowed to be increased beyond the specified maximums. The increases shall not exceed the greater of the following two conditions:

- The increase cannot exceed 5% for each calendar year from the operative date of the last salary adjustment.
- The increase cannot exceed the amount of inflation since January 1, 2024, based on the California Consumer Price Index. The inflation-based increase is capped at 10% for each calendar year. (Gov. Code section 36516(a)(4).)

Any amounts paid by a city for retirement, health and welfare, and federal social security benefits and to reimburse a council member for actual and necessary expenses are not included for purposes of determining salary. (Gov. Code section 36516(d) & (e).)

Finally, the bill requires the city council to consider the adoption of an ordinance to increase council member compensation in open session during at least two regular meetings. The proposed ordinance, including **findings justifying the need for increased compensation**, must be presented at the first meeting. The adoption of the ordinance can take place at the second meeting, which must be held at least seven days after the first meeting. (Gov. Code section 36516(g).)

These provisions went into effect in January 2024. At the time that the changes went into effect, the City Council was focused on the need for a revenue measure and felt that any change to their compensation could be viewed as trying to raise taxes to give themselves a raise.

Gov. Code section 36516.5, which was not amended, states, "A change in compensation does not apply to a council member during the council member's term of office. This prohibition shall not prevent the adjustment of the compensation of all members of a council serving staggered terms whenever one or more members of the city council becomes eligible for a salary increase by virtue of the council member beginning a new term of office." For example, if the council adjusts its

compensation prior to the 2026 election, the modification will not go into effect until the council members elected during that election are seated.

FISCAL IMPACT:

The adoption of an ordinance and corresponding raise to the monthly compensation for each Councilmember, has a potential additional cost to the General Fund of \$66,000 per year if raised to the maximum.

ATTACHMENTS:

1. GOVERNMENT CODE Section 36516

State of California**GOVERNMENT CODE****Section 36516**

36516. (a) (1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars (\$950) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars (\$1,275) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars (\$1,600) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars (\$1,900) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars (\$2,550) per month.

(F) In cities over 250,000 population, up to and including three thousand two hundred dollars (\$3,200) per month.

(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:

(A) An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.

(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.

(5) No ordinance shall be enacted or amended to provide automatic future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

(c) Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in subdivisions (a) and (b). For the purposes of this section, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city council member serves. If the other statute that authorizes the compensation does not specify the amount of compensation, the maximum amount shall be one hundred fifty dollars (\$150) per month for each commission, committee, board, authority, or similar body.

(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees.

(e) Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Section 36514.5 shall not be included for purposes of determining salary pursuant to this section.

(f) A city council member may waive any or all of the compensation permitted by this section.

(g) (1) For the purposes of this section, a city council shall consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council.

(2) At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.

(3) At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.

(Amended by Stats. 2023, Ch. 27, Sec. 2. (SB 329) Effective January 1, 2024.)

Council Future Agenda Items				
Originated Date	Item	Originator	Staff Lead	Date Estimate
9/2025	Presentation by Kings County Farm Bureau	Council Direction	Chris Tavaréz	11/4/2025
9/3/2025	Presentation and Council direction of the City's social media Policy	City Manager	Brian Johnson	11/4/2025
9/16/2025	Wastewater Treatment Facility	Utilities and Engineering	Frank Senteno	11/2025
10/2025	Carnegie Museum Presentation – Annual Report	City Manager	Chris Tavaréz	11/4/2025