City Council Meeting
Agenda

March 3, 2026
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. Review of the Draft Environmental Justice Element and Project Presentation with Mintier Harnish

B. Review and Comment on the 2026 Community Development Block Grant (CDBG) Annual Action Plan

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC 54956.9(d)(4))
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 6 Cases

B. CONFERENCE WITH LEGAL COUNSEL-PROPERTY NEGOTIATIONS (GC 54956.8)
APNs: 012045001, 012045010, 012045004, 012045005, 012046019, 012046005, 012046006, 012046007, 012045001, 012045009, 012045008, 012045007, 012045006, 012045007
Negotiating Party: Solis Martin Vieyra & Araujo Fanny Castro, Miya Farms, PRE 4 LLC, MCMASTER, WILLIAM T & KATHLEEN S H/W, EBERT JEANNINE, ALANIS, RICHARD & LINDA TRUST,
Agency Negotiators: Chris Tavarez, Jason Waters, and Nick Matoian

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:
Pastor Bobby Guerra

FLAG SALUTE:

CLOSED SESSION ACTION REPORT:

RECOGNITION:

A. Badge Pinning Ceremony and Oath of Office for Officers Brandon Barrera, Efrain Nieto, Sean Snodgrass, Nancy Gallegos, and Francisco Segoviano

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

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

A. Waive reading in full of resolutions and ordinances and approval and adoption of same by reading the title only.

B. City Clerk: Approval of the Minutes of the February 3, 2026 Meeting

C. Community Development: Authorization to Submit HOME Investment Partnership Program Income Application

D. Community Development: Adopt a Resolution Approving a Historic Resources Application for 325 N. Douty Street (APN 010-276-001) – Superior Dairy

E. Police: Authorization to apply for the FY 26/27 Cannabis Tax Fund Grant Program (CTFGP) through the California Highway Patrol (CHP) in the amount of $164,380.73 to be used for DUI enforcement overtime costs, purchase of a DUI checkpoint command trailer, a Ford F150 vehicle, and DUI checkpoint equipment.

F. Public Works: Authorization for the City Manager to execute a service contract for Annual Chemical Supply Services to Nutrien Ag Solutions, Inc., of Sacramento, CA, in the amount of $124,629.00 with an option to renew for two additional one-year terms

G. Public Works: Approval of the purchase of two (2) 2026 Chevrolet EV trucks from Keller Chevrolet of Hanford, CA and required upfitting from Cooks Communication for a total cost of $166,765 and an appropriation of $36,765 from Measure H Capital Projects fund to fully cover the cost.

H. Utilities and Engineering: Award of a contract in the amount of $248,808.80 for the replacement of the Bayoxide Media Filter at Well 50 located at the corner of Hanford-Armona and 9th Avenue

I. Public Works: Authorization for the City Manager to award a construction contract for The Plunge Mechanical Repairs to Oasis Pool and Spa, of Visalia, CA, in the amount of $161,815.00.

PUBLIC HEARING:

A. Utilities and Engineering: Formation of Community Facilities District No. 2026-3 (Public Maintenance Services)

GENERAL BUSINESS:

A. Administration: Presentation by Nielsen Merksamer Parrinello Gross & Leoni LLP on past year in review and 2026 outlook for state legislative efforts

B. Administration: Approval of the Real Estate Purchase and Sale Agreement with Escrow Instructions and Authorization for the Mayor and City Manager to Execute Necessary Documents for the Purchase of Kings County Assessor's Parcel Numbers 012-046-006, 012-046-007, 012-045-004, 012-045-005, and 012-045-010 from Miya Farms, Inc.

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:

March 17: Regular City Council Meeting
March 24: Special Meeting for Council Strategic Planning Workshop
March 30–April 3: Kids Spring Camp Register Here
April 3: Easter Egg Hunt in Civic Park More Information
April 7: Regular City Council Meeting
April 21: Regular City Council Meeting

ADJOURNMENT:

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

AGENDA
STAFF REPORT

MEETING DATE: 3/3/2026	**AGENDA SECTION:** STUDY SESSION

SUBJECT:
Review of the Draft Environmental Justice Element and Project Presentation with Mintier Harnish

---

RECOMMENDATION:

Recommendation: Provide input on the Draft Environmental Justice Element.

BACKGROUND:

In March 2025, the City of Hanford initiated a project to prepare its first ever Environmental Justice Element of the City's General Plan in compliance with the Planning for Healthy Communities Act of 2016 (Senate Bill 1000). This project is one component of a larger project also aiming to draft Objective Design Standards for single family residential development and update Subdivision Regulations for the City and is funded through the REAP 2.0 Local Suballocation Grant Program. Mintier Harnish was selected as the consulting firm to prepare project documents.

This goal of the Environmental Justice (EJ) Element is to establish goals and policies that address health, equity, and environmental hazards in Hanford. A central component of the EJ Element is identifying disadvantaged communities in Hanford (referred to as the Community of Focus) which are areas of the city that experience higher levels of environmental and socioeconomic vulnerabilities. The EJ Element assesses public health issues and environmental hazards both citywide and specific to Hanford's Community of Focus across six main topic areas: pollution exposure, healthy food access, physical activity and healthy lifestyles, civic engagement, access to public facilities, and housing.

Outreach for this project has included a variety of online and in-person engagement strategies to gain a better understanding of the issues and concerns facing the community around health and equity. From June 2025 through October 2025, Mintier Harnish and City staff facilitated six in-person outreach events including meetings with local community-based organizations (CBOs), a community workshop, and several "pop-up" booths at local events such as Hanford Night Out and the Hanford Night Market. The outreach program also included a community survey which was available online from June 2025 through November 2025 and available at all in-person events. All outreach events and the community survey offered Spanish translation and were promoted through the City's website, social media platforms, and through coordination with CBOs.

Included with this agenda item are the draft Environmental Justice Element and associated presentation. At this stage, staff is presenting a complete draft of the Environmental Justice Element as well as any input received from the community and other City departments. The final Environmental Justice Element will be brought to the Planning Commission and City Council for

formal approval at a later date. Once adopted, this document will be added as a chapter to the City's General Plan.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund. The project is fully funded by a REAP 2.0 grant, administered through the California Department of Housing and Community Development (HCD).

ATTACHMENTS:

1. Environmental Justice Element Study Session Draft

ENVIRONMENTAL JUSTICE ELEMENT

CITY COUNCIL
STUDY SESSION DRAFT

CITY OF HANFORD

Prepared for:

CITY OF HANFORD

315 North Douty Street
Hanford, California 93230

Consultant:

mintierharnish
Planning Tomorrow Today®

1415 20th Street
Sacramento, California 95815
Contact: Michael Gibbons, Project Manager
Phone: (916) 446-0522

TABLE OF CONTENTS

Description *Page No.*

CHAPTER 9 ENVIRONMENTAL JUSTICE 1

9.1 Introduction 1

9.2 Background and Context 10

9.3 Public Participation 18

9.4 Community Profile and Demographics 21

9.5 Environmental Justice Concerns 28

9.6 Goals and Policies 79

This page is intentionally left blank.

CHAPTER 9
Environmental Justice

9.1 Introduction

9.1.1 What is Environmental Justice

The State of California defines Environmental Justice as "the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies" (California Government Code Section 65040.12). "Fair treatment" means no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental, and commercial operations, and policies.

While it is the hope that all people have convenient access to safe housing, clean environments, adequate community services, and healthy foods, the reality doesn't always align. Today, and throughout California history, low-income residents, communities of color, tribal nations, and immigrant communities, and other historically marginalized communities often bear a disproportionately large burden of exposure to environmental hazards and health risks. Conditions in these communities can be traced to a variety of factors such as underinvestment, inequitable land use and zoning policies, and lack of meaningful public engagement with community residents. Environmental justice seeks to remedy this imbalance based on the democratic values of fairness and equity. This Environmental Justice Element addresses public health risks and environmental justice concerns both citywide and for those residents living in Hanford's Community of Focus.

9.1.2 Relationship to Other General Plan Elements

The Planning for Healthy Communities Act of 2016 (Senate Bill 1000) was enacted to address environmental justice at both local and regional levels. This legislation requires cities and counties to incorporate policies that promote environmental justice in their general plans. The purpose of Hanford's Environmental Justice Element is to promote equitable access to resources and reduce environmental risks for disadvantaged communities. As provided by State Government Code 65302(h), the Environmental Justice Element has the same weight as the other mandatory elements of the General Plan and shall be internally consistent with all other elements.

The goals and policies in this Environmental Justice Element align with and expand upon those found in other elements of the General Plan. Environmental justice is a crosscutting topic, and in most cases, jurisdictions already address many of its core concerns—such as housing, public health, transportation, and access to services—within other General Plan elements. To clearly demonstrate this relationship and document the

policies that support environmental justice outcomes, a list of relevant policies from other General Plan elements is included. Other Elements in the General Plan that include policies that closely relate to environmental justice include the following:

- **Land Use & Community Design Element.** Designates the type, intensity, and general distribution of land uses, including housing, business, industry, open space, education, public buildings and grounds, waste disposal facilities, and other categories of public and private uses. This Element is found in Chapter 3 of both the General Plan Background Report and Policy Document. The City's most recent Land Use & Community Design Element was adopted in 2017.
- **Transportation & Circulation Element.** Correlates with the Land Use & Community Design Element and identifies the general location and extent of existing and proposed major thoroughfares, transportation routes, and terminals for all modes of transportation. This Element is found in Chapter 4 of both the General Plan Background Report and Policy Document. The City's most recent Transportation & Circulation Element was adopted in 2017.
- **Open Space, Conservation & Recreation Element.** Addresses the conservation, development, and use of natural resources, including water and soils, as well as encourages the development and maintenance of parks and recreational spaces to enhance the physical health and well-being of residents. This Element is found in Chapter 5 of both the General Plan Background Report and Policy Document. The City's most recent Open Space, Conservation & Recreation Element was adopted in 2017.
- **Public Facilities & Services.** Identifies publicly owned facilities and service infrastructure. This Element sets policies to facilitate continued service to the community as it grows and develops, citywide school site planning, law enforcement and fire protection services, sewer and water infrastructure, and other local public facilities and buildings. This Element is found in Chapter 6 of both the General Plan Background Report and the Policy Document. The City's most recent Public Facilities & Services Element was adopted in 2017.
- **Health, Safety & Noise Element.** Establishes policies and programs to protect the community from risks associated with seismic, geologic, flood, extreme heat, and fire hazards. Additionally, this Element identifies and appraises noise problems within the community and forms the basis for land use distribution. This Element is found in Chapter 7 of both the General Plan Background Report and Policy Document. The City's most recent Health, Safety & Noise Element was adopted in 2017.
- **2016 – 2024 Joint Kings County Housing Element.** Ensures that there is sufficient residential capacity available to meet the minimum resident needs established by the State for various income levels. This joint countywide Housing Element is a separate document that aims to address regional housing needs through a collaborative approach between all of the jurisdictions in Kings County. The Housing Element assesses current and future housing needs as well as opportunities and constraints on housing production. The goals, policies, and programs outlined in the Housing Element focus on conserving existing housing and neighborhoods, encouraging housing production, removing or mitigating governmental constraints to housing production,

providing housing assistance, and furthering equal housing opportunities. This joint Housing Element was adopted in 2016.

Many environmental justice-oriented policies are already present in other General Plan elements. Table 9-1:, below, provides a list of these policies. The goals and policies in the Environmental Justice Element aim to fill the gaps in other General Plan elements and ensure the General Plan fully addresses the environmental justice needs of the community.

Table 9-1: Policies in Other Elements Supporting Environmental Justice

Policy Number	Policy	Page Number
Land Use & Community Design Element		
Policy L41	**Location and Size of the High Density Residential Land Use Designation.** Locate High Density Residential land use designations in close proximity to Arterial streets, commercial centers, recreational facilities, and employment centers.	31
Policy L85	**Location of Light Industrial Land Use Designation.** Locate Light Industrial land use designations south of Houston Avenue to serve as a land use buffer between Residential and Heavy Industrial land use designations. Locations north of Houston Avenue that are near rail lines or that have access to Arterial streets, are also allowed when they do not result in land use compatibility conflicts.	39
Policy L91	**Incompatible Adjacent Land Uses.** Prohibit the establishment of Residential and other sensitive land uses near Heavy Industrial land use designations.	40
Policy L108	**Transit-Oriented Development.** Support high-density transit oriented development within the city's Downtown, Mixed Use Corridors, and at the intersections of major thoroughfares to improve transit ridership and to reduce automobile use, traffic congestion, and greenhouse gas emissions	45
Policy L109	**Mixed-Use Neighborhoods.** Encourage the integration of a variety of compatible land uses into new and established neighborhoods to provide residents with convenient access to goods, services, parks and recreation, and other community amenities.	45
Policy L111	**Complete Neighborhoods.** Promote efforts to make new and existing neighborhoods more complete by encouraging the development of a mix of complementary uses and amenities that meet the daily needs of residents. Such uses and amenities may include parks, community centers, religious institutions, daycare centers, libraries, schools, community gardens, and neighborhood commercial and mixed-use developments.	45
Policy L114	**Services and Facilities.** Include easily accessible services and facilities within each neighborhood to meet the daily needs of neighborhood	46

Table 9-1: Policies in Other Elements Supporting Environmental Justice

Policy Number	Policy	Page Number
	residents. Most residents should live within a ½ mile walking distance of schools, parks and retail services.	
Policy L115	**Housing Diversity.** Encourage residential developments to have households with a diverse range of income levels.	46
Policy L120	**Encroachment of Incompatible Land Uses.** Protect residential neighborhoods from the encroachment of land uses that may have a negative impact on the residential living environment.	46
Policy L159	**Eastside Neighborhood Park.** Plan for a new neighborhood park site with a flexible location south of Grangeville Boulevard and within a five- to ten- minute walk of most residents in the East Side Planning Area.	55
Policy L164	**Northwest Neighborhood Park.** Plan for two new neighborhood park sites with flexible locations within a five- to ten- minute walk of most residents in the Northwest Side Planning Area	55
Policy L169	**Learning Center Neighborhood Parks.** Develop two neighborhood parks within the Learning Center Planning Area with flexible locations within a five to ten minute walk of most residents in the Learning Center Planning Area, one south of Lacey Boulevard and the other north of Grangeville Boulevard.	56
Policy L173	**Southwest Neighborhood Parks.** Support development of two new neighborhood park sites identified in existing approved tentative subdivision maps within the Southwest Planning Area.	57
Transportation & Circulation Element		
Policy T26	**Cul-de-sac Non-motorized Connectivity.** Encourage sidewalks and breaks in perimeter walls to allow pedestrian, bicycle, and visual access from cul-de-sac streets to other nearby streets	65
Policy T37	**Shade Trees in Planter Strips.** Where adequate space permits, include street trees planted in planter strips between the curb and sidewalk to shade paved street surfaces.	66
Policy T39	**Accommodating All Modes of Traffic.** Plan, design, and construct new transportation improvement projects to safely accommodate the needs of pedestrians, bicyclists, transit riders, motorists and persons of all abilities.	66
Policy T40	**Pedestrian and Bicycle Placemaking.** Promote pedestrian and bicycle improvements that improve connectivity between neighborhoods, provide opportunities for distinctive neighborhood features, and foster a greater sense of community.	66
Policy T43	**Safe Routes to Schools Programs.** Promote Safe Routes to Schools programs for all schools serving the city.	67

Table 9-1: Policies in Other Elements Supporting Environmental Justice

Policy Number	Policy	Page Number
Policy T54	**KART Expansion.** Pursue improvements and funding to increase transit ridership, increase transit frequencies on key corridors, and expand regular transit service in portions of Hanford that currently have no public transit.	69
Policy T56	**Improve Access to Transit Stops.** Remove physical barriers to improve access to transit facilities for the elderly, disabled, and other transit-dependent groups.	69
Policy T58	**Vanpool Programs.** Support the KART Vanpool program for the area's farmworkers and other commuters.	69
Policy T64	**Bicycle Network Master Planning.** Maintain a Bicycle Master Plan to coordinate existing and planned infrastructure to support, encourage and promote bicycle transportation, with effective connections to downtown, major shopping areas, mixed use neighborhoods, community facilities, schools, parks, and employment areas	70
Policy T65	**Bicycle Network.** Prioritize the elimination of gaps in the bicycle network to connect destinations across Hanford.	70
Policy T70	**Pedestrian Connections.** Increase connectivity through direct and safe pedestrian connections to public amenities, neighborhoods, village centers and other destinations throughout the city.	71
Policy T71	**Pedestrian and Bicycle Crossings.** Identify and enhance key pedestrian and bicycle crossings that cross physical barriers, such as highways or railroad tracks.	71
Policy T79	**Multi-modal Connection to Amtrak.** Support multi-modal access to and from the existing Amtrak station.	72
Policy T92	**Amenities that Support Alternative Modes of Transportation.** Encourage new developments to include on-site amenities into that support alternative modes of transportation. Emphasize pedestrian and bicycle-friendly design, accessibility to transit, preferred rideshare parking, showers and lockers, on-site food service, and child care, where appropriate.	74
Open Space, Conservation & Recreation Element		
Policy O37	**Mature Trees.** Promote the preservation of existing mature trees and encourage the planting of appropriate shade trees in new developments.	84
Policy O51	**Provision of Parkland.** Acquire and develop new parks consistent with the Parks, Recreation, and Open Space Master Plan.	88
Policy O55	**Mini-Parks.** Allow mini-parks between 0.25 acres to 1.0 acre in size to be built at locations that are easily accessed by the residents of the neighborhood. Mini-parks do not contribute to the citywide park ratio	88

Table 9-1: Policies in Other Elements Supporting Environmental Justice

Policy Number	Policy	Page Number
	goal and are considered an optional addition, and not an alternative to neighborhood and community parks.	
Policy O57	**Neighborhood Parks.** Establish neighborhood parks generally between 2 and 5 acres in size at locations easily accessed by residents of the neighborhood.	90
Policy O59	**Neighborhood Parks and Schools.** Whenever possible, new neighborhood parks shall be developed in conjunction with elementary schools.	90
Policy O60	**Community Parks.** Establish community parks generally between 10 and 20 acres in size.	90
Policy O63	**Special Use Parks.** Provide special use parks based on community needs.	90
Policy O67	**Private Recreational Space.** Adopt minimum standards for the development of private recreational space for new multi-family residential projects.	91
Policy O68	**Variety of Recreational Programs.** Provide a variety of recreational programs that accommodate all age groups and abilities.	91
Public Facilities & Services Element		
Policy P34	**Police Station.** Provide for additional structures and acquire additional land as needed for an expanded police station with adequate police vehicle parking to maintain acceptable response times to meet new population growth.	99
Policy P53	**Fire Protection Personnel.** Provide adequate fire suppression personnel and staff at each fire station to meet increased demands from population growth.	102
Policy P75	**Public Access to Technology.** Encourage all residents have access to library services including access to computers and other technology.	105
Policy P81	**Health Care Services.** Support hospitals, clinics, shelters, and other medical services that meet the health care needs of Hanford's residents.	106
Policy P82	**Child and Adult Care Services.** Support and encourage the provision of child and adult care services.	106
Health, Safety & Noise Element		
Policy H7	**Disaster Preparedness for Special Needs Populations.** Identify and develop communication systems, evacuation methods, shelter locations and other services for special needs populations.	108
Policy H18	**Extreme Heat Emergency Plan.** Support the maintenance and implementation of the Kings County Extreme Heat Emergency Plan to support vulnerable populations during times of extreme heat.	110

Table 9-1: Policies in Other Elements Supporting Environmental Justice

Policy Number	Policy	Page Number
Policy H19	**Cooling Centers.** Periodically evaluate the effectiveness of existing cooling centers and determine the need for additional cooling centers as population increases.	110
Policy H24	**Warming Centers.** Periodically evaluate the effectiveness of warming center and determine the need for additional warming center as population increases.	111
Policy H31	**Adequate Separation from Sensitive Uses.** Require adequate separation between industrial areas where hazardous materials are present and sensitive uses such as schools, residential areas, parks, and public facilities.	113
Policy H38	**Brownfield Site Inventory and Remediation Policies.** Coordinate with property owners and the California Department of Toxic Substance Control to inventory brownfields and develop plans and policies to remediate contamination.	114
Policy H52	**Access to Fresh Produce.** Promote the availability of fresh fruits, vegetables, and other healthy foods.	124
Policy H53	**Land Use Zones that Encourage Healthy Food Sales.** Designate land use zones that allow convenience stores, supermarkets, and neighborhood markets that stock nutritional food choices in every existing and planned neighborhood.	124
Policy H54	**Farmers Markets.** Encourage year-round operation of farmers' markets with the Downtown as the locational preference.	124
Policy H55	**Healthy Food Choices.** Support schools and other organizations' efforts to encourage students and their families to make healthy food choices.	124
Policy H56	**Heath Programs, Grants, and Incentives.** Consider programs and incentives to encourage small grocery or convenience stores to sell fresh foods in underserved areas. These programs could include grants or loans to purchase updated equipment (e.g. refrigeration), publicity or directories of healthy food outlets, or connecting stores to wholesale sources of healthy, local, or organic food.	124
Policy H57	**Community Gardens.** Where practical, dedicate and/or encourage space for community gardens in parks or other appropriate sites.	124
Policy H58	**Local Foods for City Functions.** Encourage the purchase of local foods for City functions, and encourage school districts to do the same.	125
Policy H59	**Health Initiatives.** Facilitate the involvement of community residents, businesses, and organizations in the development, adoption, and implementation of community health initiatives.	125
Policy H60	**Health and Land Use Decisions.** Consider environmental justice issues as they are related to potential health impacts associated with land use decisions, including enforcement actions, to reduce the adverse health	125

Table 9-1: Policies in Other Elements Supporting Environmental Justice

Policy Number	Policy	Page Number
	effects of hazardous materials, industrial activities, and other undesirable land uses on residents regardless of age, culture, ethnicity, gender, race, socioeconomic status, or geographic location.	
Policy H61	**Public Amenities.** Consider environmental justice issues as they are related to the equitable provision of desirable public amenities such as parks, recreational facilities, and other beneficial uses that improve the quality of life.	125
Policy H62	**Public Participation.** Assure that all community residents have opportunities to participate in decisions that affect their environment and health, and make accommodations for them to be involved in the decision-making processes.	125
Policy H63	**Use of Communication Tools, New Media, and Technology.** Use traditional communication tools as well as new media and technology to provide clear and current information on City processes and decisions and to encourage public participation in City government.	125
Policy H64	**Opportunities for Physical Activities.** Improve health and mental well-being by offering convenient and safe opportunities for physical activity.	126
Policy H65	**Comfortable Walking and Biking Environments.** Provide comfortable environments and destinations for walking and bicycling to integrate physical activity into daily routines.	126
2016 – 2024 Joint Kings County Housing Element		
Policy 1.4	Preserve assisted rental housing for long-term occupancy by low- and moderate-income households.	5-1
Policy 2.2	Work collaboratively with nonprofit and for-profit developers to seek state and federal grants to support the production of affordable housing.	5-2
Policy 4.1	Support the provision of rental assistance to provide affordable housing options for extremely-low-, very-low- and low-income households.	5-2
Policy 4.2	Participate in efforts to expand homeownership opportunities to lower- and moderate-income households through downpayment assistance and other homeownership programs.	5-2
Policy 4.3	Support the provision of housing suitable for special needs groups, including seniors, people with disabilities, homeless people, military personnel, large households, single-parent families, and farmworkers.	5-3
Policy 4.4	Develop and maintain collaborative efforts among nonprofits, for-profit developers, and public agencies to encourage the development, maintenance, and improvement of housing.	5-3
Policy 5.1	Support enforcement of fair housing laws prohibiting arbitrary discrimination in the development, financing, rental, or sale of housing.	5-3

Table 9-1: Policies in Other Elements Supporting Environmental Justice

Policy Number	Policy	Page Number
Policy 5.2	Periodically review City ordinances and development regulations and modify, as necessary, to accommodate housing for disabled persons.	5-3

9.1.3 Scope

This Element contains goals and policies designed to enhance the participation and empowerment of historically marginalized populations, referred to in this Element as the "Community of Focus." This Environmental Justice Element addresses public health risks and environmental justice concerns citywide and for those residents living in Hanford's Community of Focus. The goals and policies of this Element focus on the following areas:

- Reducing pollution exposure and improving air and water quality.
- Promoting healthy food access.
- Promoting physical activity and healthy lifestyles.
- Promoting "civic engagement" in the public decision-making process.
- Promoting public and recreational facilities.
- Promoting safe and sanitary homes.
- Prioritizing improvements and programs that address the needs of Community of Focus.

9.1.4 Content of the Environmental Justice Element

To aid in the understanding of environmental justice and how the city will address environmental justice concepts, this Element is organized as follows:

- Introduction. This section provides a brief overview of environmental justice concepts and the statutory obligation for communities. A discussion on the content and scope of this Environmental Justice Element is also provided.
- Background. This section discusses environmental justice principles and the methodology for identifying a Community of Focus within the Hanford city limits. This section also identifies the location of the Hanford Community of Focus.
- Public Participation. A key principle of environmental justice is engaging communities most impacted by pollution burden and other environmental justice factors. This section summarizes the community outreach and publicity strategy employed for this effort. A full summary of comments received throughout the public participation process can be found in Appendix A.

- Community of Focus: Context and Demographics. This section identifies the Hanford Community of Focus and provides an evaluation of baseline (2023) demographic data for each census tract in the Community of Focus. Data analyzed in this section includes race and ethnicity, household income and poverty status, educational attainment, spoken language, English proficiency, and age.
- Environmental Justice Concerns. This section provides an evaluation of baseline (2023) environmental issues within the Hanford Community of Focus including pollution exposure, healthy food access, physical activity, public facilities, safe and sanitary housing, and civic engagement.
- Goals and Policies. The goals and policies described in this section establish how the City will incorporate environmental justice into decision making and support positive outcomes for affected residents.

9.2 Background and Context

9.2.1 Statutory Requirements

Senate Bill (SB) 1000 (California Government Code Section 65302(h)) requires local jurisdictions to incorporate environmental justice in their general plans by developing policies to reduce the disproportionate exposure to pollution in neighborhoods that also experience increased social and economic challenges. These requirements are organized into two subsections: Section 65302 (h)(1) through Section 65302 (h)(2), which are summarized below:

- 65302 (h)(1) adds to the required elements of the general plan an environmental justice element, or related goals, policies, and objectives integrated in other elements, that identifies "disadvantaged communities."
- 65302 (h)(1)(A) identifies objectives and policies to promote:
    - Public facilities in disadvantaged communities;
    - Food access in disadvantaged communities;
    - Safe and sanitary homes in disadvantaged communities;
    - Physical activity in disadvantaged communities;
    - Exposure to pollution, including improving air quality in disadvantaged communities; and
    - Any unique or compounded health risks in disadvantaged communities.
- 65302 (h)(1)(B) identifies objectives and policies to promote civic engagement in the public decision-making process in disadvantaged communities.
- 65302 (h)(1)(C) identifies objectives and policies that prioritize improvements and programs that address the needs of disadvantaged communities.

- 65302 (h)(2) requires the adoption or revision of environmental justice element, or related goals, policies, and objectives, upon the revision of two or more elements concurrently on or after January 1, 2018

California law refers to communities with high levels of environmental and socioeconomic vulnerability as "disadvantaged communities." Identifying communities faced with social, economic, and environmental challenges as "disadvantaged" does not accurately capture the many strengths these communities also possess, such as a strong sense of community and local community-based organizations and residents working to improve their neighborhood. With this in mind, for the purposes of this Element, any area which qualifies as a "disadvantaged community" under State law will be referred to as a "Community of Focus."

"Disadvantaged Communities" are defined by California State Law as (1) "an area identified by the California Environmental Protection Agency (CalEPA) pursuant to Section 39711 of the Health and Safety code;" or (2) "a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation" pursuant to California Government Code Section 650302(h)(4)(A).

9.2.2 Identifying Environmental Justice Communities

This section explains the methodology used by the City to identify the Community of Focus for analysis.

Methodology and Analysis

The City used two geospatial screening tools that analyze socioeconomic, environmental, and health factors to identify if a Community of Focus exists within the city limits.

CalEnviroScreen 4.0

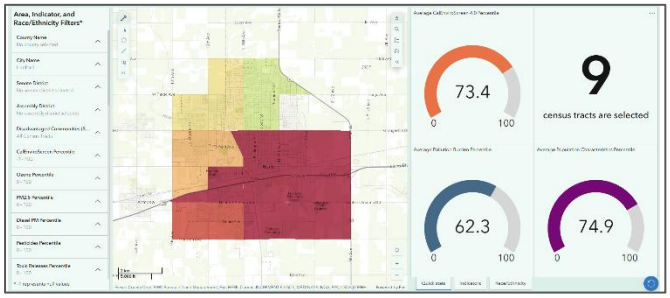
CalEnviroScreen 4.0 is a screening tool developed by the California Office of Environmental Health Hazard Assessment (OEHHA) and is the primary screening tool used by the California Environmental Protection Agency (CalEPA) to identify disadvantaged communities in California. CalEnviroScreen uses 21 indicators to assess pollution burdens and population vulnerabilities for each census tract in California and assigns a score for each indicator. The higher the score, the more that census tract is impacted by that indicator. Individual indicator scores are then summarized into two primary metrics: pollution burden and population characteristics, which are together calculated to determine an overall CalEnviroScreen score. Census tracts in the top 25 percent of overall CalEnviroScreen scores (percentile scores between 75 and 100) are identified as disadvantaged communities by the CalEPA. Figure 9-1: shows overall CalEnviroScreen 4.0 scores in Hanford.

CalEnviroScreen 4.0 Cumulative Scores

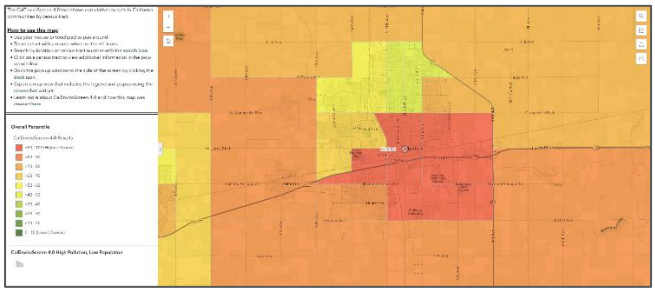
The Pollution Burden score identifies census tracts that are disproportionately affected by pollution exposure and other adverse environmental conditions that pose negative health effects and environmental degradation.

The Population Characteristics score identifies census tracts with higher concentrations of people with physiological traits, health status, or community characteristics that can result in increased vulnerability to pollution.

The overall CalEnviroScreen score is a cumulative score that combines the Pollution Burden and Population Characteristics scores and represents the cumulative impact of environmental and socioeconomic effects on a community.



CalEnviroScreen 4.0 Data Dashboard



CalEnviroScreen 4.0 Results Map

EJScreen

EJScreen was a screening tool developed by the US Environmental Protection Agency (USEPA) that combined environmental and socioeconomic factors to calculate environmental justice index scores for each census block group in the United States. EJScreen provided an environmental justice index score for 12 environmental indicators that then received a percentile score compared to both countrywide and statewide scores. For the purposes of this Environmental Justice Element, Hanford block groups were compared to statewide percentile scores and a 75th percentile filter was used as the threshold for identifying the Community of Focus.

On February 5th, 2025, the EPA removed EJScreen from its website, including the mapping tool and all associated data products. The EJScreen data used in this Environmental Justice Element were downloaded prior to the removal of EJScreen from the EPA's website.

SB 535 Communities

In 2012, Senate Bill (SB) 535 tasked the CalEPA with identifying disadvantaged communities. Disadvantaged communities in California are targeted for investments from State funding to improve public health, quality of life, and economic opportunity. In 2022, the CalEPA updated its designation of disadvantaged communities based on the following four criteria:

1. Census tracts receiving the highest 25 percent of overall scores in CalEnviroScreen 4.0
2. Census tracts lacking overall scores in CalEnviroScreen 4.0 due to data gaps, but receiving the highest five percent of CalEnviroScreen 4.0 cumulative pollution burden scores
3. Census tracts identified in the 2017 Disadvantaged Community designation as "disadvantaged," regardless of their scores in CalEnviroScreen 4.0
4. Lands under the control of federally recognized Tribes

Figure 9-2: shows census tracts in Hanford identified as disadvantaged communities under the 2022 SB 535 designation criteria by the CalEPA.

Figure 9-1: CalEnviroScreen 4.0 Cumulative Scores, Hanford

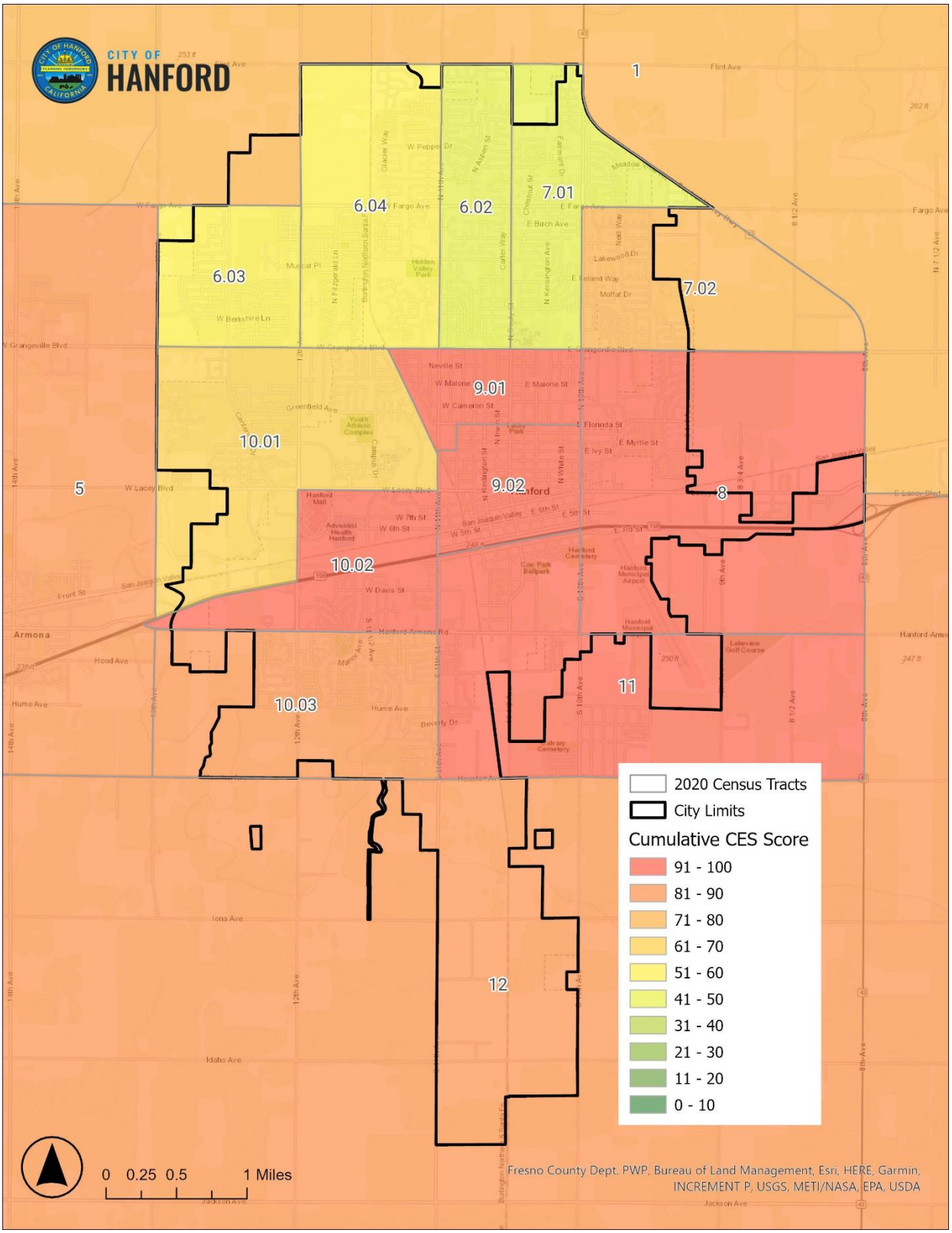
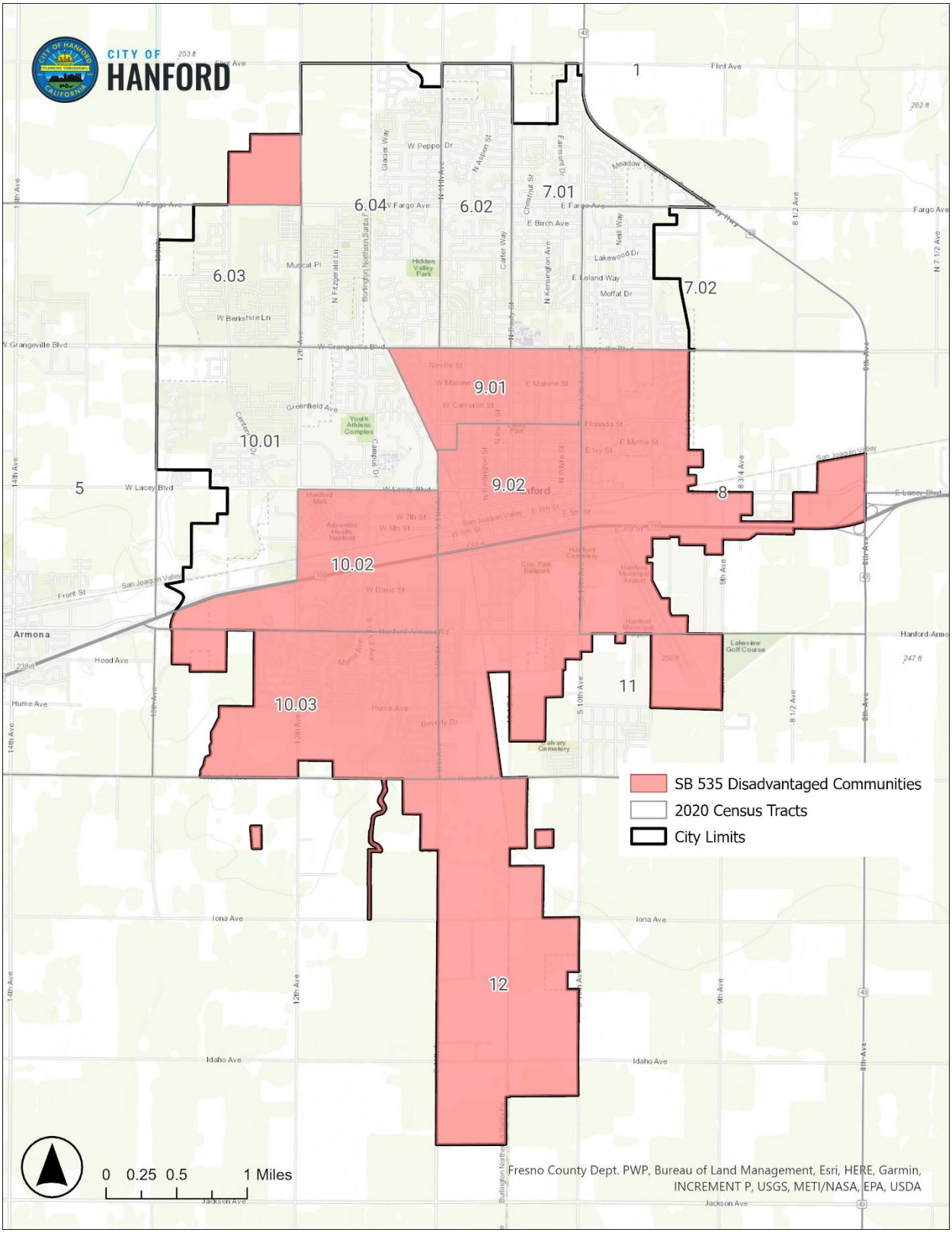


Figure 9-2: SB 535 Disadvantaged Communities, Hanford



Hanford's Community of Focus

Based on the established methodology, the Hanford Community of Focus encompasses approximately eight square miles on the southern portion of Hanford, along and south of State Route 198. As shown in Figure 9-3, the Community of Focus includes the following census tracts:

- Tract 8 (603 100 0800)
- Tract 9.01 (603 100 0901)
- Tract 9.02 (603 100 0902)
- Tract 10.02 (603 100 1002)
- Tract 10.03 (603 100 1003)
- Tract 11 (603 100 1100)
- Tract 12 (603 100 1200)

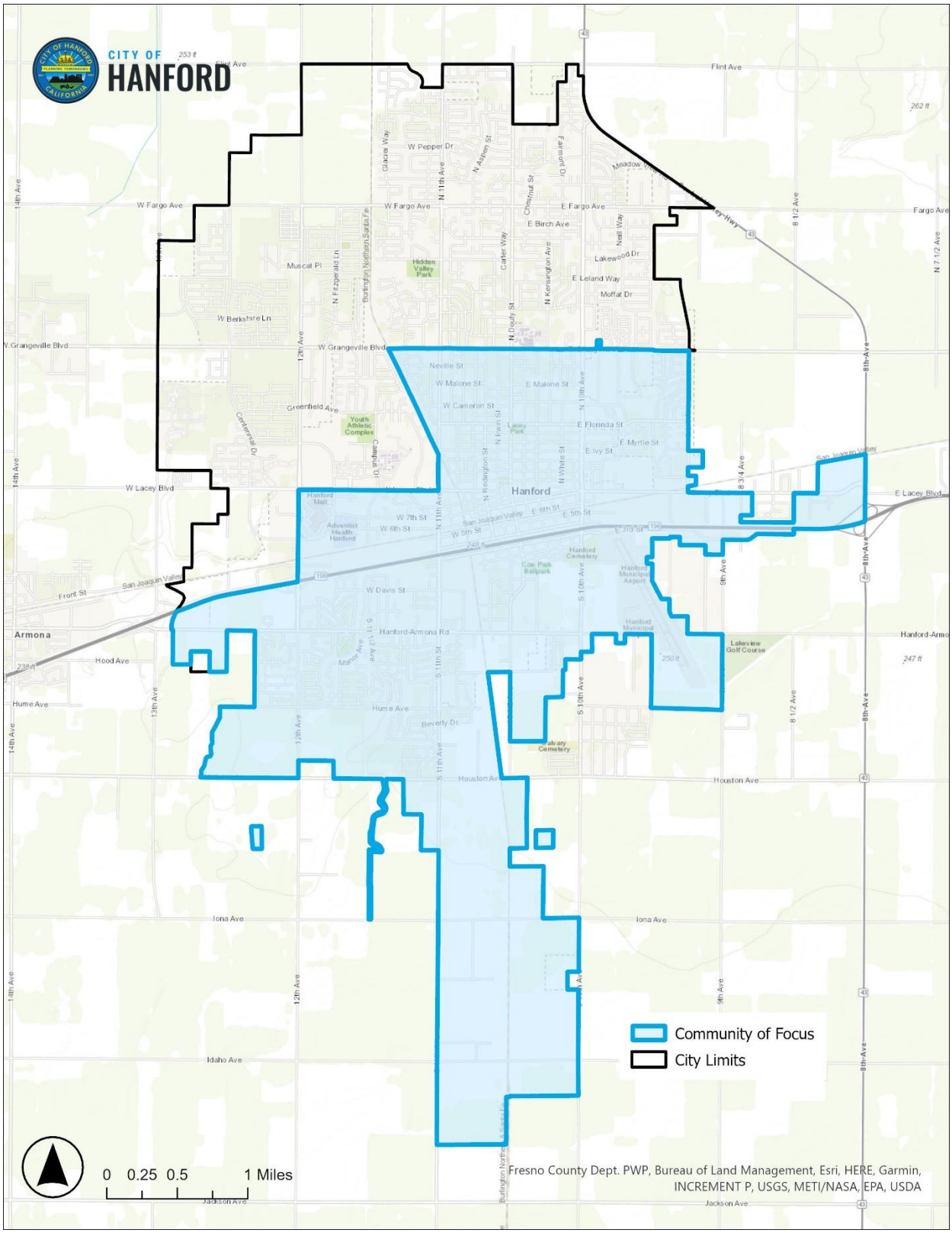
Census tracts 1 (603 100 0100) and 12 (603 100 1200), both SB 535 designated disadvantage communities, are located in the northern and southern portions of the City of Hanford, respectively.

A very small portion of census tract 1 (about 149 acres) is located in the incorporated Hanford city limits and contains a couple residences and orchards. Most of the remainder of this census tract is in unincorporated Kings County. Given that so little of this census tract is located within city limits, this census tract has been excluded from this analysis.

Additionally, a portion of census tract 12 (about 1,413 acres) is located in the incorporated Hanford city limits and contains important services for the city, including the Hanford Fire Station 2 and Hanford wastewater treatment plant, as well as a variety of light and heavy industrial uses. The remainder of the census tract is in unincorporated Kings County. Based on a study of aerial imagery maps of this census tract, there are four to five residences located within the portion of census tract 12 that is within the Hanford city limits, and around 30 residences in a small subdivision just outside of the Hanford city limits along Iona Avenue and Houston Avenue. Although a majority of census tract 12 is outside of the city limits (96,913 acres), the City has opted to still include the census tract in its Community of Focus recognizing that the activities occurring in heavy industrial areas within the city impact the environmental health of surrounding residential properties and contribute significantly to the overall pollution and population burden scores of the census tract.

It should be noted that certain metrics analyzed in this Element indicate citywide environmental justice issues that are not exclusive to the Community of Focus. For these metrics, data points for all census tracts in the city have been included in the analysis to demonstrate disproportionate exposure or impacts that impact all residents.

Figure 9-3: Hanford's Community of Focus



9.3 Public Participation

Starting in June 2025, the City facilitated a series of community engagement events to gather community input on environmental justice issues. This section provides an overview of the engagement strategy for this effort and a summary of feedback received.

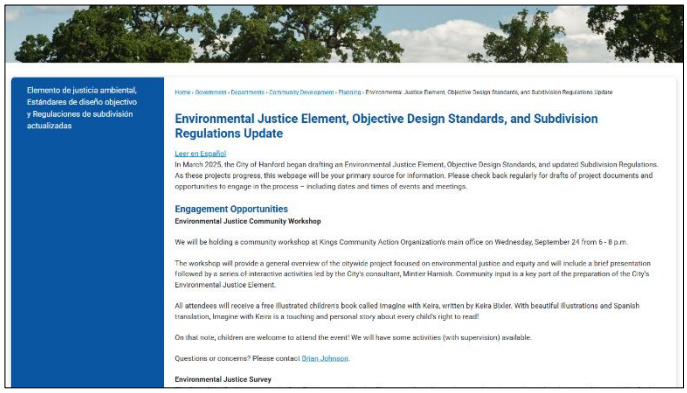
The feedback received throughout the public participation process was used to develop the goals, policies, and programs included in this Element.

9.3.1 Publicity and Outreach Strategy

The City used a variety of methods to publicize engagement events and activities to reach a broad range of Hanford residents. Below is a summary of the City's publicity strategy. See Appendix B for copies of publicity materials used throughout the public participation process.

Project Webpage

A dedicated project webpage on the City's website was created and updated with information about the project and engagement opportunities. Community outreach events were posted one to two weeks before each event with the information, time, and location of the event. The environmental justice community survey was also posted on the project website from June 5, 2025, through November 3, 2025.



Community Based Organization (CBO) Outreach

The City coordinated with two local CBOs, Kings Community Action Organization (KCAO) and Kings Partnership (KPFP), that work with environmental justice communities in Hanford. CBOs are valuable partners in the engagement process since they have established relationships and trust among community members and have insight into existing health and equity issues within the local community. The City coordinated with these CBOs to host meetings and distribute information about the Environmental Justice Element and ways for community members to provide feedback and get involved.

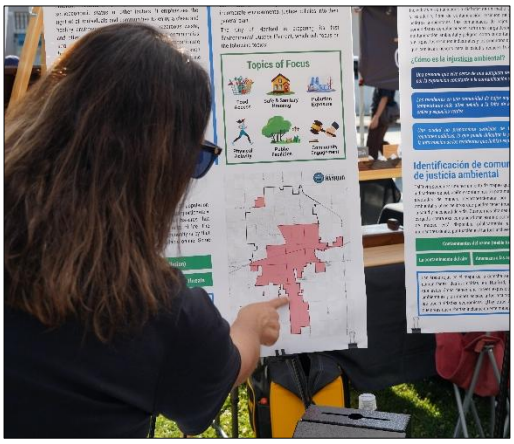
Social Media

The City posted notifications of the environmental justice survey and outreach events on the City's social media pages that included event information, the survey link, and a link to the project webpage. Between June and November 2025, the Project Team made 15 social media posts across Facebook, Instagram, LinkedIn, Nextdoor, and Twitter (X).

9.3.2 Community Outreach Events

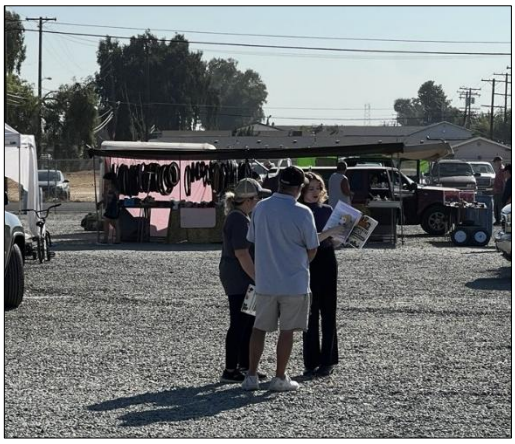
Between June 2025 and October 2025, the City facilitated a variety of in-person community outreach events. All events featured similar content and activities to ensure consistency across responses received. See Appendix B for all materials used at these events.

Night Market Pop-Up Booths | **June 5 and June 26, 2025**



The city facilitated two "pop-up" booths at the Hanford Thursday Night Market on June 5 and June 26, 2025. The purpose of these events was to provide community members with an understanding of environmental justice topics, identify issues within the community, and suggest preliminary ideas for potential improvements. In attendance were two City staff members and two members of the consultant team. The booth consisted of informational posters with an overview of environmental justice. All booth materials and activities were available in both English and Spanish.

Monday Swap Meet/Flea Market | **September 15, 2025**

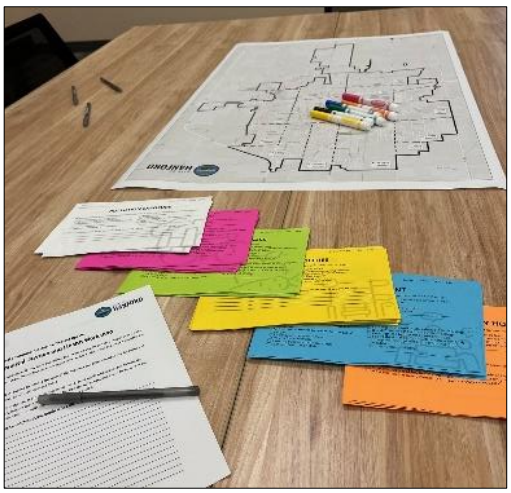


The Project Team attended the Hanford Swap Meet and Flea Market on September 15, 2025. The event draws a large and diverse crowd, providing an opportunity to meet residents where they are and engage the community in an informal setting. Throughout the event, Project Team members walked the market and initiated conversations with attendees.

A Spanish-speaking member of City staff was present to engage attendees who preferred to communicate in Spanish. All outreach materials distributed at the event were available in both English and Spanish.

During conversations with attendees, the team distributed hard copies of the Environmental Justice Survey and assisted interested participants in completing it on-site. They also handed out cards containing a link and QR code to the online version of the survey, along with additional project information.

Kings Community Action Organization Workshop | **September 24, 2025**



The City facilitated a community workshop at the KCAO on September 24, 2025. The workshop was structured to include a presentation providing an overview of environmental justice followed by small break-out group discussions with a Project Team facilitator guiding participants through an interactive exercise designed to spark conversation.

Despite advertisement of the workshop through social media, the City website, press releases, and publicity with local CBOs, no community members attended the meeting. Following the meeting, the Project Team debriefed on how to best approach to community outreach, resulting in the decision to hold

additional pop-up booths at local events and facilitate presentations at existing community group meetings described below.

Hanford Night Out Booth | October 7, 2025

The City facilitated a "pop-up" booth at the Hanford Night Out event on Tuesday, October 7, 2025, hosted by the Hanford Police Department. The booth consisted of informational posters with an overview of environmental justice and an interactive dot exercise.

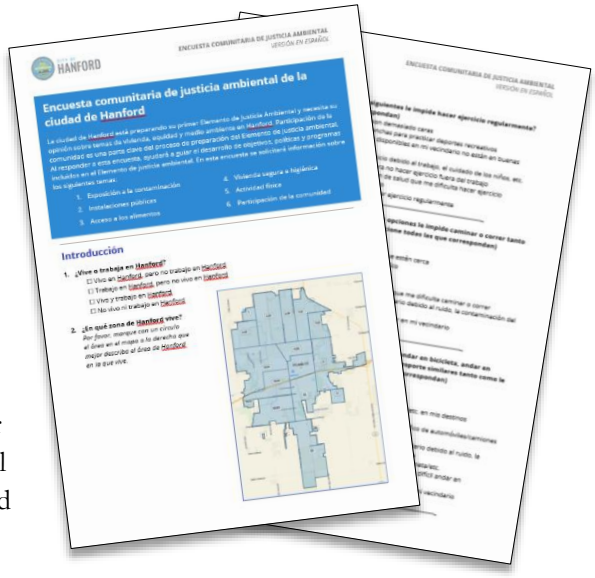
In the exercise, participants were asked to prioritize the "Traits of a Healthy Community" by placing sticky dots on a large poster. Each participant received three dots and was instructed to place them on the traits they feel are most important for creating a healthy and thriving community. The three dots can be placed on one trait or spread across multiple traits, depending on personal priorities, allowing participants to express both strong individual preferences and a range of values. All booth materials and activities were available in both English and Spanish.

KPFP Community Meeting Presentation | October 16, 2025

On October 16, 2025, the city attended the Kings Partnership for Prevention regular monthly meeting to provide a presentation about environmental justice and the Environmental Justice Element project and asked attendees to provide feedback and input.

9.3.3 Community Survey

The environmental justice community survey was available online from June 5, 2025, through November 3, 2025, in both English and Spanish. The survey was created using the Maptionnaire survey platform, which allowed for interactive mapping questions within a traditional online survey. The survey was divided into six sections covering the six environmental justice topic areas (pollution exposure, public facilities, food access, safe and sanitary housing, physical activity, and civic engagement) with the goal of understanding lived experiences of community members related to each topic area. Each section had two to five questions that were either multiple choice or interactive mapping questions with a total of 18 questions and was available in both English and Spanish.



A total of 42 survey responses with meaningful data were gathered throughout the outreach process, including physical survey responses received at outreach events. Although the survey was optimized for online participation, printed versions of the survey were available at in-person community outreach events and included the same questions in the online survey.

Survey responses are used in this Element to supplement the analysis of environmental justice issues in the Hanford Community of Focus. Participants were asked to identify where they lived in Hanford by selecting one of 13 census tracts within the city and indicate if they live and/or work in Hanford. This information allowed the Project Team to better understand where in Hanford respondents live while also maintaining anonymity of individual respondents. The survey results were grouped and analyzed based on location within or outside of the Community of Focus identified in Section 9.1.6. About 36 percent of respondents live in the Community of Focus.

9.4 Community Profile and Demographics

Residents in the Community of Focus represent diverse cultures, incomes, and ages. This section summarizes the population and socioeconomic factors for each of the census tracts in the Community of Focus.

Table 9-2: Total Population

	Census Tracts in the Community of Focus							Hanford, CA	Kings County
	8	9.01	9.02	10.02	10.03	11	12*		
Total Population	5,038	3,904	3,253	4,024	7,144	6,818	2,371	59,389	152,830

**Note: This data reflects that of the full census tract 12, which extends significantly beyond the Hanford city limits.*
Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (S1701), 2023.

9.4.1 Race and Ethnicity

Analyzing the racial and ethnic makeup of communities helps to identify potential disparities related to pollution burdens, health impacts, and quality of community services. Race and ethnicity factors are often tied to a community's overall health equity and the social determinants of health, along with income, educational attainment, employment status, and access to healthcare.

As shown in Table 9-3, the largest racial or ethnic group in the Community of Focus is Hispanic or Latino. This is generally much higher than the city of Hanford and Kings County, although census tract 9.02 has a similar proportion of residents which identify as Hispanic or Latino compared to the city and county. Just over 77 percent of the population living in census tract 11 identify as Hispanic or Latino. Census tract 10.02 has the second highest Hispanic or Latino population (72 percent), followed by census tract 8 (71 percent). In most census tracts in the Community of Focus, the second largest racial or ethnic group was "white alone," ranging from 44 to 54 percent of residents; however, in census tract 11, the second largest groups were "some other race alone" and "white alone" at 32 and 31 percent of the population, respectively. Comparatively, the largest racial or ethnic group in city of Hanford was "white alone" followed by "Hispanic or Latino," while the largest groups in Kings County were "Hispanic or Latino" followed by "white alone."

Table 9-3: Race and Ethnicity

Race/ Ethnicity	Census Tracts in the Community of Focus							Census Tracts Outside of the Community of Focus						Hanford, CA	Kings County
	8	9.01	9.02	10.02	10.03	11	12*	6.02	6.03	6.04	7.01	7.02	10.01		
White alone	42.1%	54.3%	54.1%	46.5%	43.9%	30.8%	62.9%	69.0%	53.9%	59.4%	65.9%	62.0%	54.3%	54.1%	46.0%
Black or African American alone	1.3%	1.8%	12.3%	3.2%	5.9%	11.6%	1.9%	14.1%	7.7%	3.8%	3.6%	0.0%	4.5%	5.9%	6.4%
American Indian and Alaska Native alone	1.3%	4.0%	3.1%	5.9%	0.9%	1.8%	1.9%	0.4%	1.9%	0.4%	0.9%	1.7%	1.1%	1.7%	1.9%
Asian alone	1.4%	0.6%	0.3%	0.9%	2.7%	0.6%	0.0%	0.7%	10.4%	5.1%	3.5%	2.5%	11.9%	3.5%	3.5%
Native Hawaiian and Other Pacific Islander alone	0.0%	0.0%	0.9%	0.0%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.3%
Some other race alone	19.8%	25.0%	19.9%	19.2%	23.0%	32.0%	12.7%	5.4%	12.0%	8.3%	12.4%	22.7%	10.7%	17.0%	21.6%
Two or more races	34.2%	14.2%	9.4%	24.4%	23.2%	23.2%	20.6%	10.4%	14.1%	23.1%	13.7%	11.1%	17.5%	17.6%	20.3%
Hispanic or Latino	70.1%	67.3%	55.6%	71.5%	68.7%	77.3%	45.8%	28.6%	37.1%	39.8%	34.8%	45.1%	37.2%	51.3%	57.5%
Total Population	5,038	3,904	3,253	4,024	7,144	6,818	2,371	6,216	3,513	7,671	5,876	4,648	5,484	59,389	152,830

**Note: This data reflects that of the full census tract 12, which extends significantly beyond the Hanford city limits.*
Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (B03002), 2023.

9.4.2 Household Income and Poverty Status

Low-income areas are often disproportionately impacted by environmental hazards (i.e., air and water pollution) as household income determines one's living conditions, including housing, nutrition, occupation, and access to healthcare. Additionally, low-income communities are often located in areas with high levels of pollution from adjacent land uses, which can result in environmental injustices and disproportionate impacts on residents.

As shown in Table 9-4, the median annual income in the Community of Focus ranges from $33,750 to $83,167. Although most tracts in the Community of Focus have lower median annual incomes that are lower than citywide ($73,744) and countywide (68,750), census tract 10.03 is an outlier with a median annual income of $83,167. Similarly, all census tracts in the Community of Focus have much higher poverty rates compared to the city and county, apart from census tract 10.03, which has a lower poverty rate than the city and county.

Table 9-4: Household Income and Poverty Status in the Community of Focus

	Census Tracts in the Community of Focus							Hanford, CA	Kings County
	8	9.01	9.02	10.02	10.03	11	12*		
Median Income	$67,009	$37,500	$53,319	$33,750	$83,167	$38,903	$74,970	$73,544	$68,750
Average Income (Mean)	$86,857	$48,803	$57,807	$53,121	$89,821	$49,828	$95,196	$90,490	$86,268
Population in Poverty	26.9%	29.1%	20.0%	41.1%	11.8%	30.7%	8.5%	14.9%	16.8%
Total Population	5,038	3,904	3,253	4,024	7,144	6,818	2,371	59,389	152,830

**Note: This data reflects that of the full census tract 12, which extends significantly beyond the Hanford city limits.*
Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (S1701, S1901), 2023.

9.4.3 Unemployment

The unemployment rate of residents directly influences the mental, physical, and financial health of those unemployed, their families, and the community at large. Gaps in employment can significantly reduce the amount of disposal income available to individuals and their families, which can impact the ability to pay for essential items such as housing, food, and other living expenses. This decreased spending caused by a temporary or long-term reduction in disposable income can have a direct impact on the total amount of money spent locally, which in turn can negatively impact the local economy of the region. Additionally, the many stressors associated with being unemployed can cause a number of physical health problems, including high blood pressure, diabetes, and heart disease, as well as mental health problems, such as anxiety and depression.

As shown in Table 9-5, the Community of Focus has varying levels of unemployment that are generally higher than the city and county. Census tract 9.01 has the highest unemployment rate (22 percent), which is significantly higher than the city of Hanford (nine percent) and Kings County (nine percent). All other census tracts in the Community of Focus have an unemployment rate ranging from nine to 13 percent, apart from census tract 9.02, which has an unusually low unemployment rate of two percent.

Table 9-5: Unemployment

	Census Tracts in the Community of Focus							Hanford, CA	Kings County
	8	9.01	9.02	10.02	10.03	11	12*		
Unemployment Rate	10.5%	21.8%	2.8%	10.3%	9.3%	13.4%	10.2%	8.6%	8.9%
Total Population	5,038	3,904	3,253	4,024	7,144	6,818	2,371	59,389	152,830

**Note: This data reflects that of the full census tract 12, which extends significantly beyond the Hanford city limits.*
Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (S2301), 2023.

9.4.4 Educational Attainment

Educational attainment can influence several socioeconomic factors that can impact health outcomes. People with a higher level of educational attainment tend to have better access to higher paying jobs, gain knowledge to make healthy choices, and build important social and cognitive skills that can help increase civic engagement and participation in the public-decision making process.

As shown in Table 9-6, the Community of Focus has slightly lower or comparable levels of educational attainment compared to the city and county in regard to residents who hold a high school degree or higher. Census tract 11 has the lowest level of educational attainment, with approximately 61 percent of its residents holding a high school degree or higher and approximately four percent of its residents holding a bachelor's degree or higher. Census tract 10.03 has the highest number of college graduates out of all census trats in the Community of Focus (eight percent), although this is still lower than in the city and county. Other census tracts in the Community of Focus have a university attainment level between four to seven percent. Census tract 8 also has the highest number of high school graduates (84 percent), which is somewhat higher than in the city (82 percent) and much higher than the county (76 percent). All other census tracts within the Community of Focus have a high school attainment level of 61 percent to 76 percent, which is generally lower than that of the city and county.

Table 9-6: Educational Attainment

Educational Attainment	Census Tracts in the Community of Focus							Census Tracts Outside of the Community of Focus						Hanford, CA	Kings County
	8	9.01	9.02	10.02	10.03	11	12*	6.02	6.03	6.04	7.01	7.02	10.01		
High School or Higher	84.1%	75.5%	69.5%	68.7%	77.4%	60.8%	87.3%	97.7%	90.3%	89.1%	89.4%	84.1%	85.2%	81.9%	76.0%
Bachelor's or Higher	3.5%	6.7%	3.6%	3.7%	7.7%	4.0%	16.7%	28.7%	38.1%	27.2%	17.9%	10.9%	25.0%	16.0%	12.6%
Total Population Aged 18 and over	3,664	2,858	2,334	2,853	5,160	4,521	1,698	4,303	2,366	5,043	4,576	3,518	4,164	42,360	111,456
Total Population	5,038	3,904	3,253	4,024	7,144	6,818	2,371	6,216	3,513	7,671	5,876	4,648	5,484	59,389	152,830

**Note: This data reflects that of the full census tract 12, which extends significantly beyond the Hanford city limits.*
Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (S1501), 2023.

9.4.5 Language Spoken and English Proficiency

Over 40 percent of Californians speak a language other than English at home, half of which do not speak English well or at all. Individuals who do not speak English well or at all are often at a disadvantage when it comes to receiving important information about social services, healthcare, and emergency notifications. Limited English proficiency can also make it difficult for individuals to participate in traditional public decision-making processes (i.e., City Council or other public meetings) if translation services and materials are not provided for meetings. In the Community of Focus, English and Spanish are the primary languages spoken at home, similar to the city and county.

As shown in Table 9-7, all census tracts in the Community of Focus, except for 9.01, have a much higher percentage of Spanish-speaking households than the city. There is a much higher rate of Spanish-speaking households in census tracts 11 and 10.02 (57 percent) than in the city and county (29 and 38 percent, respectively). Other languages spoken in the Community of Focus fall into two categories: "other Indo-European languages" and "Asian and Pacific Island languages;" however, households speak these languages at home at comparable rates to the city and county.

Table 9-7: Language Spoken at Home

Language Spoken	Census Tracts in the Community of Focus							Hanford, CA	Kings County
	8	9.01	9.02	10.02	10.03	11	12*		
English Only	48.4%	73.9%	69.7%	41.3%	46.1%	42.1%	63.0%	66.0%	57.9%
Spanish	47.3%	23.9%	29.0%	56.7%	49.8%	57.2%	32.5%	29.2%	37.7%
Other Indo-European Languages	2.9%	2.0%	0.1%	1.0%	1.5%	0.4%	4.5%	1.8%	1.5%
Asian and Pacific Island Languages	1.5%	0.2%	1.2%	1.0%	2.6%	0.4%	0.0%	2.6%	2.5%
Other Languages	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.4%	0.4%
Population 5 Years and Over	4,890	3,634	2,984	3,676	6,584	6,275	2,225	55,059	141,762
Total Population	5,038	3,904	3,253	4,024	7,144	6,818	2,371	59,389	152,830

**Note: This data reflects that of the full census tract 12, which extends significantly beyond the Hanford city limits.*
Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (S1601), 2023.

9.4.6 Age

Children and older populations are more vulnerable to the negative health impacts from environmental hazards such as air pollution and extreme heat. Children may also be more likely to spend time outdoors or at playgrounds, which can expose this age group to environmental hazards such as lead in soil or pesticide residue on grass. Considering age distribution in environmental justice efforts ensures the needs and concerns of different age groups are considered, resulting in more equitable and sustainable communities for all residents.

As shown in Table 9-8, the distribution of residents of different age groups varies by census tract. Although census tracts 8, 10.02, and 10.03 have comparable proportions of residents under 15 years old compared to the city and county, census tracts 11, 9.01, and 9.02 have a higher proportion of younger residents than the city and county. There is greater variation in the number of residents between the ages of 15 and 64 between the census tracts in the Community of Focus and the city and county, ranging from 57 to 71 percent of residents in the Community of Focus compared to 63 and 67 percent of residents in the city and county, respectively. Generally, census tracts in the Community of Focus have fewer residents aged 65 and above than other census tracts in the city. However, notable outliers include census tracts 8 and 9.01, both of which have a higher proportion of senior residents than the city and county.

Table 9-8: Age

Age Group	Census Tracts in the Community of Focus							Hanford, CA	Kings County
	8	9.01	9.02	10.02	10.03	11	12*		
Children (<15)	21.0%	25.7%	26.5%	22.7%	21.0%	29.1%	20.8%	23.8%	22.7%
General Population (15-64)	63.6%	56.8%	64.4%	66.9%	71.3%	61.2%	67.4%	63.4%	66.7%
Older Population (65+)	15.3%	17.6%	9.1%	10.4%	7.7%	9.7%	11.9%	12.8%	10.6%
Total Population	5,038	3,904	3,253	4,024	7,144	6,818	2,371	59,389	152,830

**Note: This data reflects that of the full census tract 12, which extends significantly beyond the Hanford city limits.*
Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (DP05), 2023.

9.5 Environmental Justice Concerns

9.5.1 Community Health

The risk and severity of chronic health problems such as asthma, obesity, heart disease, and diabetes can be a direct or indirect result of someone's environment. Residents of environmental justice communities tend to have higher rates of these chronic health problems due to increased pollution exposure (at work and/or at home), lack of access to spaces where residents can be active, lack of access to healthy foods, unhealthy living conditions, or a combination of these factors. Lack of investment and incompatible land uses in residential areas can result in someone's overall health being partially determined by their zip code. This section describes the presence of chronic health problems in Hanford.

Asthma

Asthma is a chronic lung disease that causes individuals to have episodes of breathlessness, coughing, and chest tightness. Exposure to high levels of air pollutants such as traffic, particulate matter, smog, and diesel exhaust can trigger asthma attacks. People who live, work, or recreate near major roads, highways, and railways are at higher risk of frequent asthmatic episodes and more serious health complications from asthma.

Table 9-9 shows the number of children and adults diagnosed with asthma in the Community of Focus compared to the city and county. Within the community of focus, census tract 10.03 has the highest rate of children who have been diagnosed with asthma (20 percent), while census tract 11 has the highest rate of adults who have ever been diagnosed with asthma (22 percent). However, it should be noted that all census tracts in the city, both within and outside of the community of focus, generally have similar rates of asthma diagnoses, with the exception of census tract 10.02, which has much lower rates of asthma diagnoses compared to the city and county.

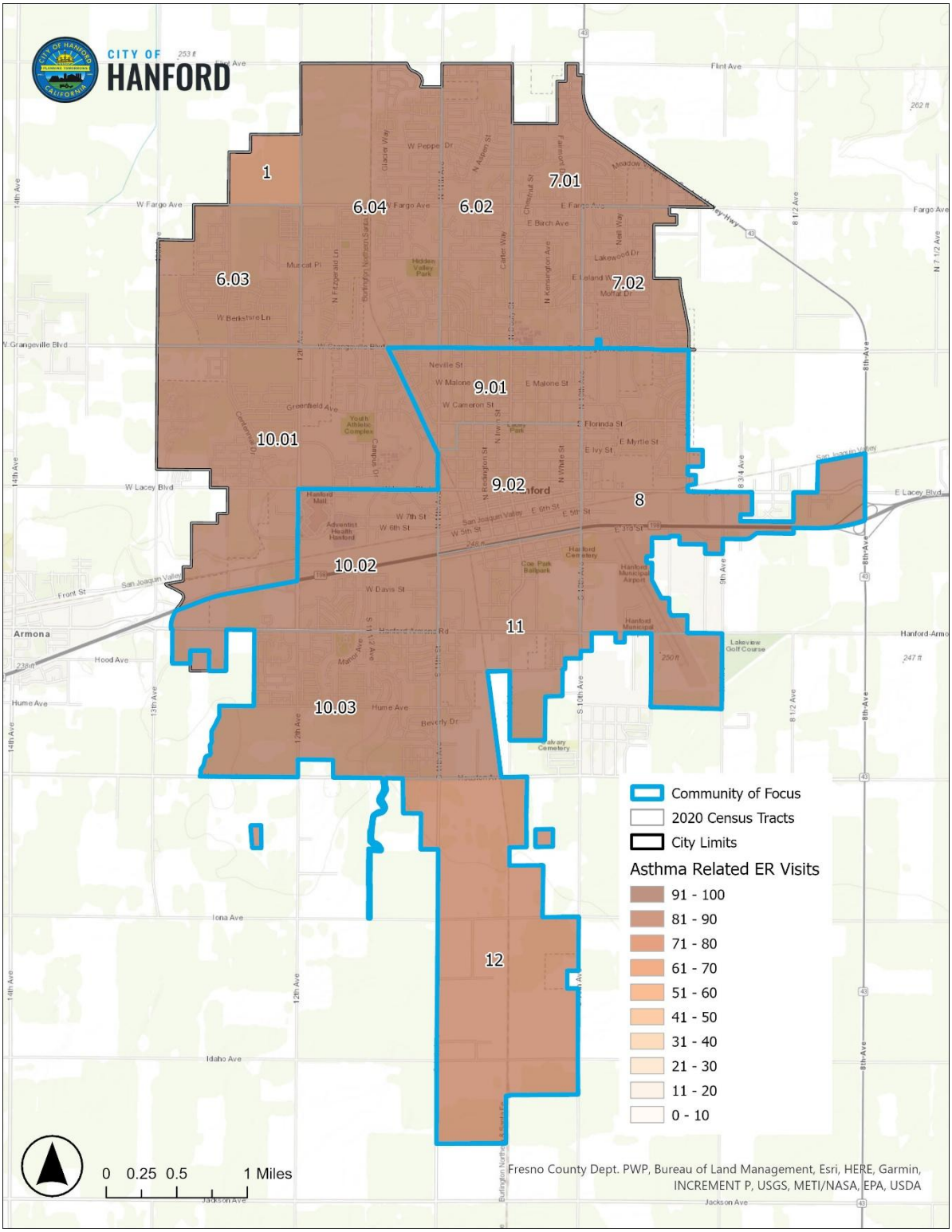
CalEnviroScreen 4.0 measures the Asthma Indicator by estimating the average number of asthma related ER visits per 10,000 people, measuring the most severe asthma attacks. As shown in Figure 9-4, almost the entirety of the city of Hanford is over the 95th percentile for asthma, both within and outside of the Community of Focus. This equates to approximately 108 to 120 people per 10,000 residents in each census tract who visited the local emergency room for asthma between 2015 and 2017.

Table 9-9: Rate of Asthma

	Census Tracts in the Community of Focus							Hanford, CA	Kings County
	8	9.01	9.02	10.02	10.03	11	12*		
Children (0-17) ever diagnosed with asthma	17.5%	15.6%	14.5%	10.3%	20.2%	14.8%	Data not available	16.6%	16.5%
Adults (18+) ever diagnosed with asthma	16.6%	19.7%	19.5%	11.6%	15.6%	22.0%	19.1%	18.3%	18.6%

**Note: This data reflects that of the full census tract 12, which extends significantly beyond the Hanford city limits.*
Source: California Health Interview Survey (CHIS), 2022.

Figure 9-4: CalEnviroScreen 4.0 Asthma-Related ER Visits



Obesity

Obesity is a health condition that is present when a person's body mass index (BMI) is equal to 30 or more. Individuals who are obese are at higher risk of serious health problems, including heart disease, diabetes, high blood pressure, high cholesterol, and liver disease. Obesity rates in a community are impacted by physical activity level as well as available food options. Several factors can contribute to higher obesity rates in environmental justice communities. Inequitable development patterns and policies in environmental justice communities often leads to a higher prevalence of unhealthy food options in these areas, such as fast food and liquor stores. These communities also tend to receive less investment in neighborhood infrastructure that promotes physical activity, such as sidewalks, trees, and bike lanes. Additionally, research shows that low-income households may lack the money, education, or tools to purchase and prepare healthy foods and often cope with food insecurity by consuming nutrient-poor but calorie-rich foods that can increase risk of obesity and/or malnutrition.

As shown in Table 9-10, adult obesity rates in the Community of Focus tend to be comparable or slightly higher than citywide and countywide rates. Census tract 10.02 has the highest rate of obesity at 48 percent of adults, compared to 42 percent of adults in both the city and county. Census tracts 8, 9.01, 9.02, and 10.03 all have comparable rates of obesity compared to the citywide rate. However, the obesity rate across the Community of Focus, city, and county are 11 to 19 percent higher than the statewide obesity rate (29 percent). This data suggests that Hanford residents, particularly those that live in the Community of Focus, may face greater challenges with access to healthy food options and opportunities for physical activity than in other parts of the state.

Table 9-10: Rate of Obesity

	Census Tracts in the Community of Focus							Hanford, CA	Kings County
	8	9.01	9.02	10.02	10.03	11	12*		
Adults (18+) with a BMI of 30+	42.4%	42.4%	43.6%	47.7%	43.4%	39.8%	41.4%	42.4%	41.5%

**Note: This data reflects that of the full census tract 12, which extends significantly beyond the Hanford city limits.*
Source: California Health Interview Survey (CHIS), 2022.

Diabetes

Diabetes is a chronic health condition that occurs when the body does not produce enough insulin or when the body cannot use its insulin effectively. Over time, the symptoms of diabetes can cause serious health problems, including heart disease, vision loss, and kidney disease. There are two types of diabetes; type 1 diabetes is not thought to be caused by environmental or lifestyle choices, whereas type 2 diabetes can be prevented through regular physical activity and healthy food choices. Regardless of the type, management of diabetes requires healthy lifestyle choices including healthy food choices, regular physical activity, controlling blood pressure, and controlling cholesterol, all of which can be more challenging for environmental justice communities.

The rate of diabetes in the Community of Focus are comparable or slightly higher than those of the city and county. Census tracts 10.02 and 10.03 both have the highest rates of diabetes in the city at 13 percent, compared to 11 percent in both the city and county. All remaining census tracts in the Community of Focus have comparable rates of diabetes to the city and county. Although neighborhoods that reflect higher rates of diabetes may not be due to environmental conditions, it demonstrates the importance of providing an environment that promotes healthy lifestyle choices in these neighborhoods such as adequate sidewalks, parks, and recreational opportunities, as well as access to healthcare and healthy food.

Table 9-11: Rate of Diabetes

	Census Tracts in the Community of Focus							Hanford, CA	Kings County
	8	9.01	9.02	10.02	10.03	11	12*		
Adults (18+) ever diagnosed with diabetes	11.9%	10.4%	10.7%	12.8%	12.7%	10.3%	9.3%	11.2%	10.5%

**Note: This data reflects that of the full census tract 12, which extends significantly beyond the Hanford city limits.*
Source: California Health Interview Survey (CHIS), 2022.

Heart Disease

Heart disease encompasses various heart conditions and is the leading cause of death in the United States. The most common type of heart disease in the U.S. is coronary artery disease, which can cause heart attacks in individuals. Risk factors for heart disease include high blood pressure and blood cholesterol, diabetes, and obesity. Heart disease can be prevented through regular physical activity and a healthy diet, both of which tend to be less easily attainable in environmental justice communities due to a lack of neighborhood infrastructure that promotes physical activity (i.e. parks, sidewalks, proximity to high traffic roads) and lack of healthy food choices due to income, access to full-service grocery stores, or time or knowledge to prepare healthy foods at home.

As shown in Table 9-12:, the rate of adults diagnosed with heart disease in the Community of Focus are similar (within one to two percent) to the citywide and countywide heart disease rates. These heart disease rates are all also comparable to the statewide rate of around seven percent.

CalEnviroScreen 4.0 measures the Cardiovascular Disease Indicator by estimating the number of people per 10,000 who visited the ER for a heart attack. All census tracts in Hanford, both within and outside of the Community of Focus, have Cardiovascular Disease Indicator percentile scores between 98 and 99, meaning the rate of heart attack related ER visits is significantly higher when compared to other census tracts in California.

Table 9-12: Rate of Heart Disease

	Census Tracts in the Community of Focus							Hanford, CA	Kings County
	8	9.01	9.02	10.02	10.03	11	12*		
Adults (18+) ever diagnosed with heart disease	7.2%	7.8%	6.4%	5.9%	6.1%	8.4%	8.5%	7.4%	6.7%

**Note: This data reflects that of the full census tract 12, which extends significantly beyond the Hanford city limits.*
Source: California Health Interview Survey (CHIS), 2022.

9.5.2 Pollution Exposure

Pollution exposure occurs when people come into direct contact with pollutants in the air, water, food, or soil. Pollution can be the result of polluting land uses (e.g., industrial facilities, agriculture), heavy or high traffic transportation facilities (e.g., railroads, freeways), or household conditions (e.g., lead paint, indoor air quality). Environmental justice communities, especially low-income communities, are more likely to live or work near one or more polluting sources due to underinvestment and land use decisions that concentrated polluting land uses near low-income communities. Living or working near polluting land uses can result in a higher risk of serious health issues such as respiratory infections, cancer, or heart disease due to consistent pollution exposure.

This section discusses the major pollution burdens in Hanford based on data from CalEnviroScreen 4.0 and EJScreen.

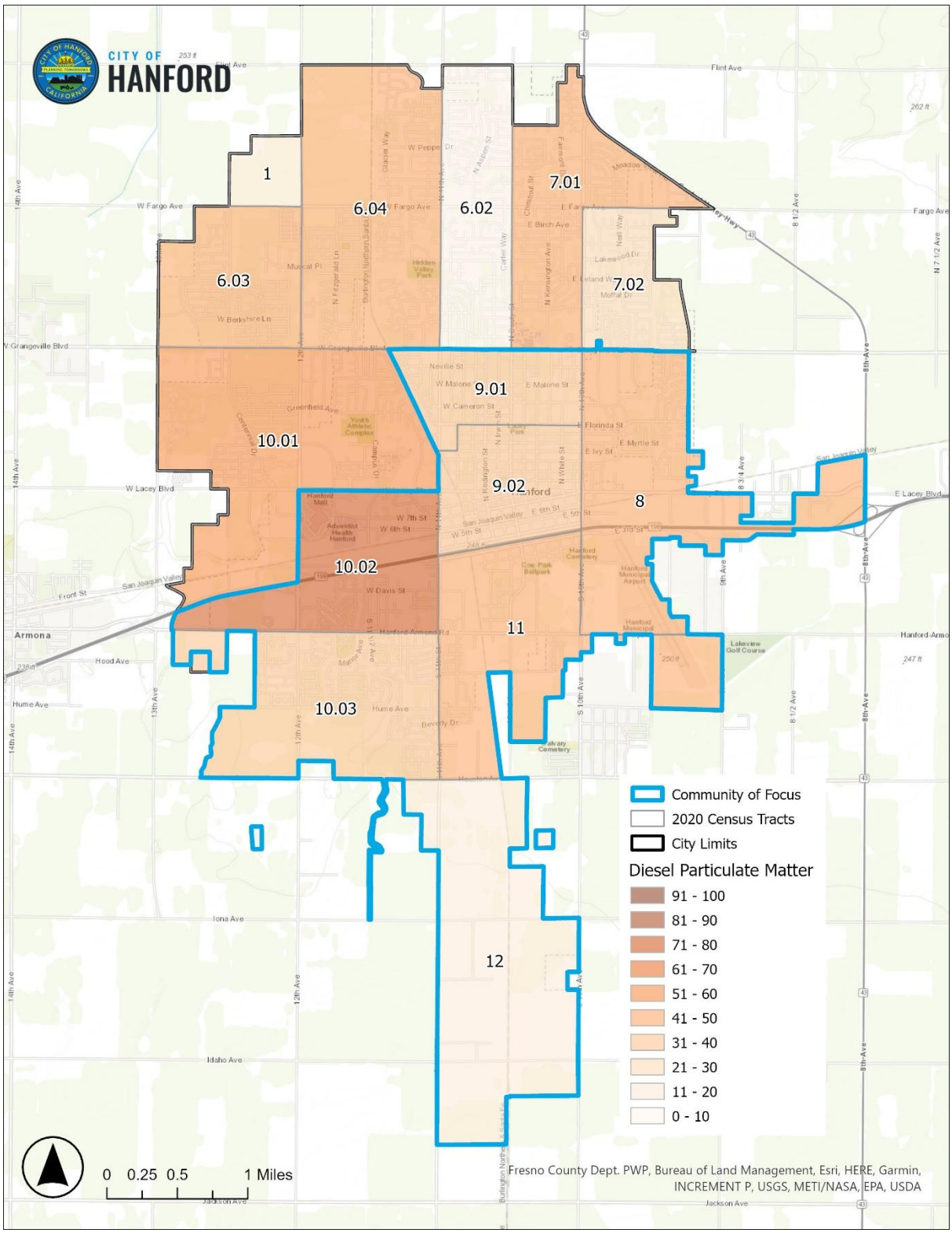
Diesel Particulate Matter

Diesel Particulate Matter (DPM) is a type of air pollution that derives from diesel engine emissions. Major sources of DPM include on- and off- road mobile sources such as trucks, buses, cars, ships, trains, and heavy machinery (e.g., tractors). For this reason, DPM is concentrated near ports, rail yards, and freeways where there are high traffic volumes.

DPM is made up of extremely small particles of dirt and soot that come out of the exhaust pipes of vehicles. With consistent exposure, these particles are easily inhaled and cause irritation to the eyes, trouble breathing, heart disease, and lung cancer. Children, the elderly, and people with existing respiratory diseases such as asthma are more vulnerable to the negative health effects of DPM.

Hanford is bisected by California State Route 198 (SR 198), a four-lane highway for passenger vehicles and trucks, as well as a railway that is located just north of SR 198. Both SR 198 and the railway are sources of DPM that impact Hanford residents. Figure 9-5 shows concentrations of DPM emitted into the air within and census tracts in the city as reported in CalEnviroScreen 4.0. Census tracts in the Hanford Community of Focus have a higher concentration of DPM emissions compared to other areas of the city. Similarly, in the community survey, respondents in the Community of Focus reported air pollution from cars and trucks as a source of pollution experienced in their neighborhood at a higher rate (60 percent of respondents) compared to respondents outside of the Community of Focus (26 percent).

Figure 9-5: CalEnviroScreen 4.0 Diesel Particulate Matter



Ozone

Ozone is a gas formed when oxygen-containing compounds react with other air pollutants (e.g., carbon monoxide, nitrogen dioxide, sulfur dioxide) in the presence of sunlight and can be either good or bad depending on where it is found. Ozone found in the earth's upper atmosphere provides protection from the sun's ultraviolet (UV) rays at the earth's surface. In contrast, ozone found at the ground level is the primary component of smog and can cause adverse health impacts such as respiratory irritation, lung disease, asthma, and cancer. Common air polluters that create ozone at the ground level include cars, trucks, power plants, chemical plants, and farms.

To monitor ozone levels across California, the California Air Resources Board (CARB) maintains a network of air monitoring stations, one of which is in Hanford on South Irwin Street. Ozone levels are typically their highest in the afternoons and summer months when the days are longer and hotter, therefore, the CalEnviroScreen 4.0 Ozone Indicator score is determined based on the daily maximum ozone concentration in summer months (May – October).

As shown in Figure 9-6, all census tracts in Hanford have an Ozone Indicator percentile score of 82, meaning the ozone concentrations in Hanford is 82 percent higher than all other census tracts in California. This demonstrates that ozone pollution exposure affects not only Hanford's Community of Focus, but also the citywide population.

Fine Particulate Matter (PM2.5)

PM2.5 is a form of air pollution that that is made up of very small particles (less than 2.5 micrometers in diameter) and can include a variety of particles, including organic chemicals, dust, soot, and metals. Particulate matter can come from any activities involving combustion, such as transportation, agriculture, industry, and construction.

The small size of PM2.5 particles can cause serious health effects on the heart and lungs, as these fine particles can more easily penetrate into the lungs and even into the bloodstream. Exposure to PM2.5 can result in lung irritation, exacerbation of asthma and other respiratory diseases, lung disease, heart disease, and increased risk of strokes.

PM2.5 levels are monitored by CARB's air monitoring stations, which is used by CalEnviroScreen 4.0 to measure the PM2.5 Indicator percentile scores based on annual average concentrations of PM2.5. Similar to the Ozone Indicator percentile score, the PM2.5 Indicator percentile scores for all census tracts in Hanford are between 98 and 99 (see Figure 9-7), meaning the PM2.5 concentrations in Hanford are 98 to 99 percent higher than all other census tracts in California.

Figure 9-6: CalEnviroScreen 4.0 Ozone Concentration

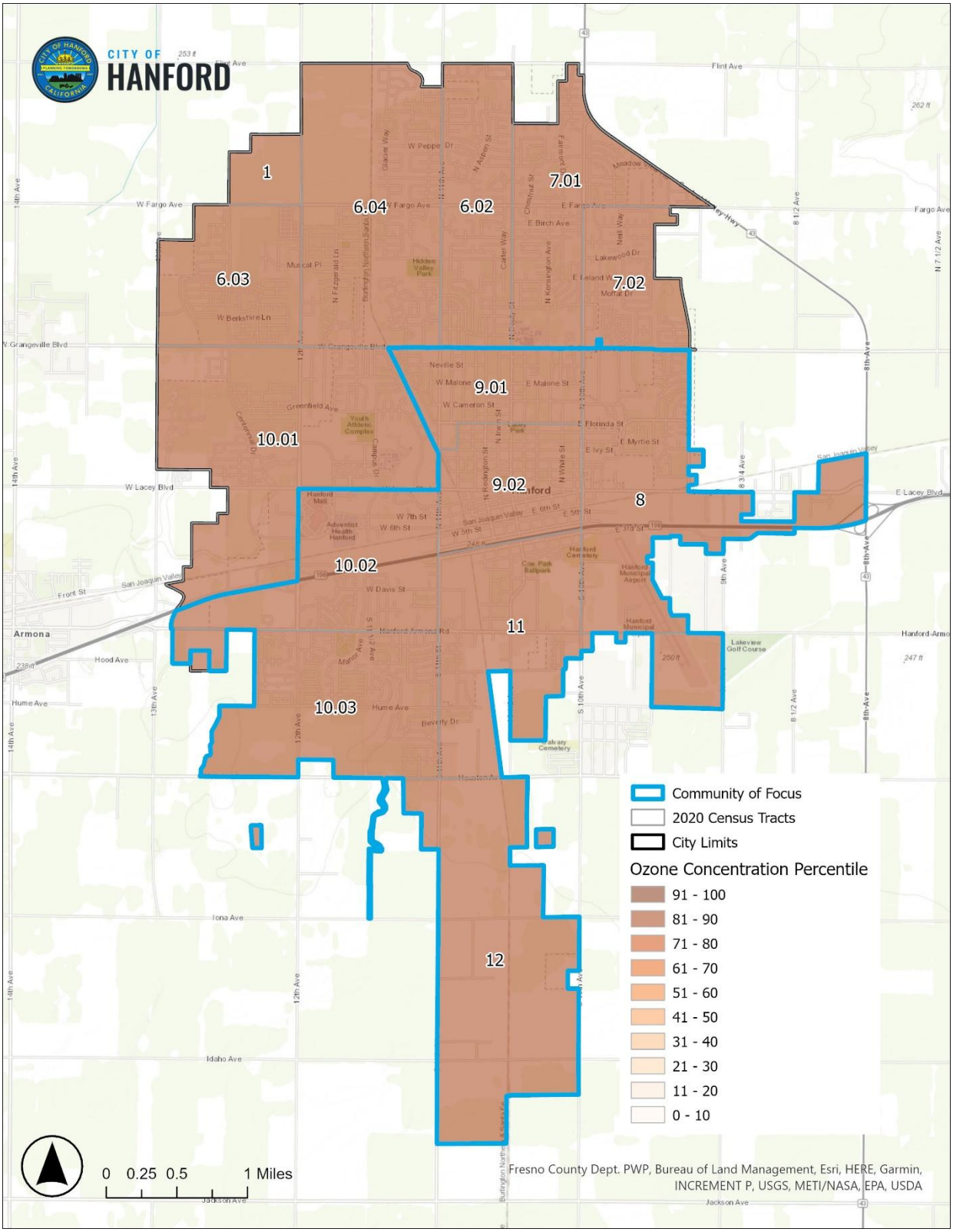
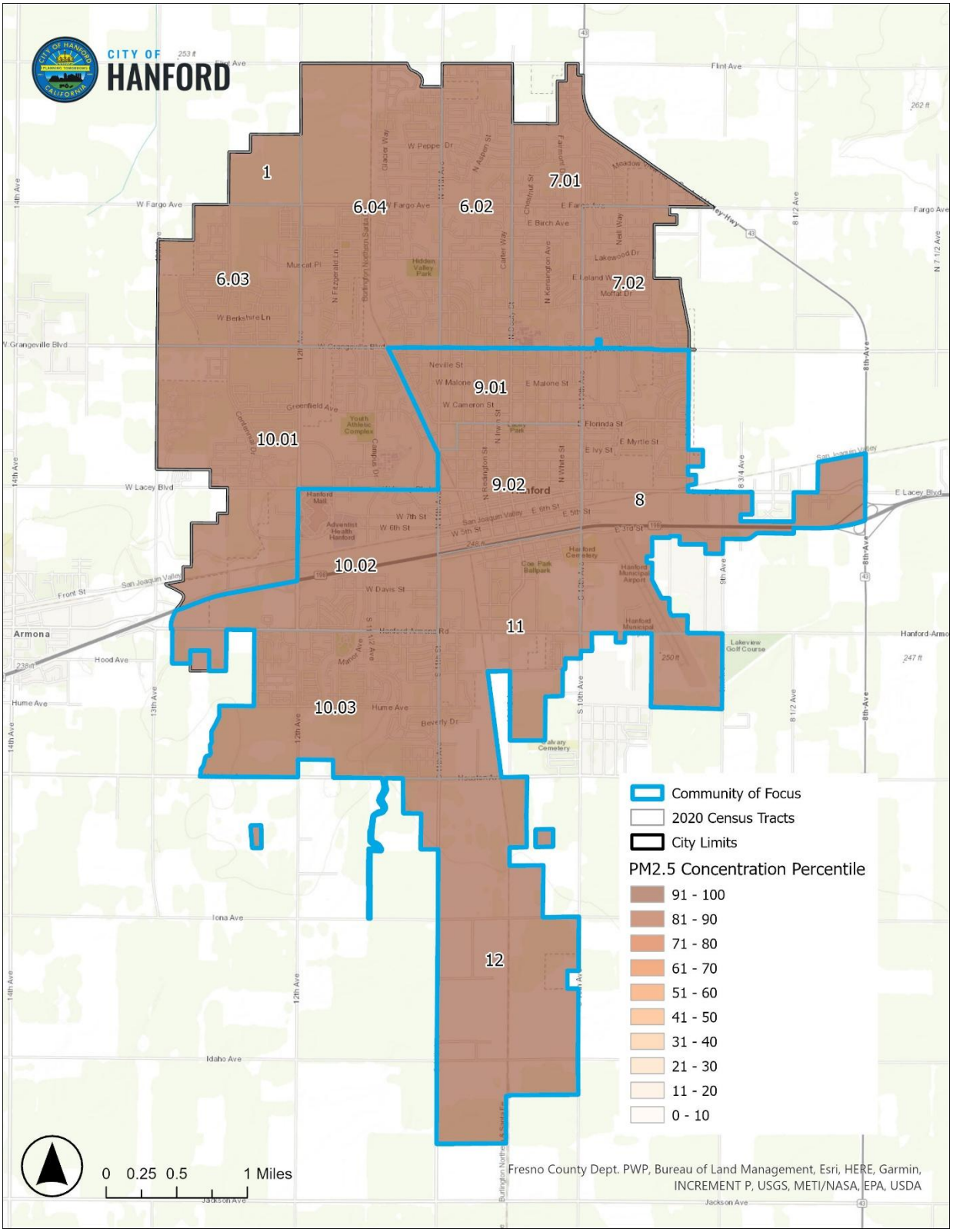


Figure 9-7: CalEnviroScreen 4.0 PM2.5 Concentration



Pesticide Use

Pesticides are chemicals used to control insects, plant diseases, and other pests that threaten crops. Pesticides applied in agricultural areas can become airborne, drift to neighboring communities, and become a significant source of pollution exposure to residents. Chronic exposure to harmful pesticides can cause serious health issues such as respiratory illnesses, birth defects, cancer, and neurological impacts.

Although over 1,000 pesticides are registered for use in California, CalEnviroScreen 4.0's pesticide use indicator assesses 132 of the most toxic and volatile active pesticide ingredients residents may be exposed to. The indicator adds the total pounds per square mile of these selected pesticide ingredients for the years 2017 to 2019 for each census tract. Selected pesticides with highest use in and around Hanford assessed as part of the CalEnviroScreen 4.0 indicator include:

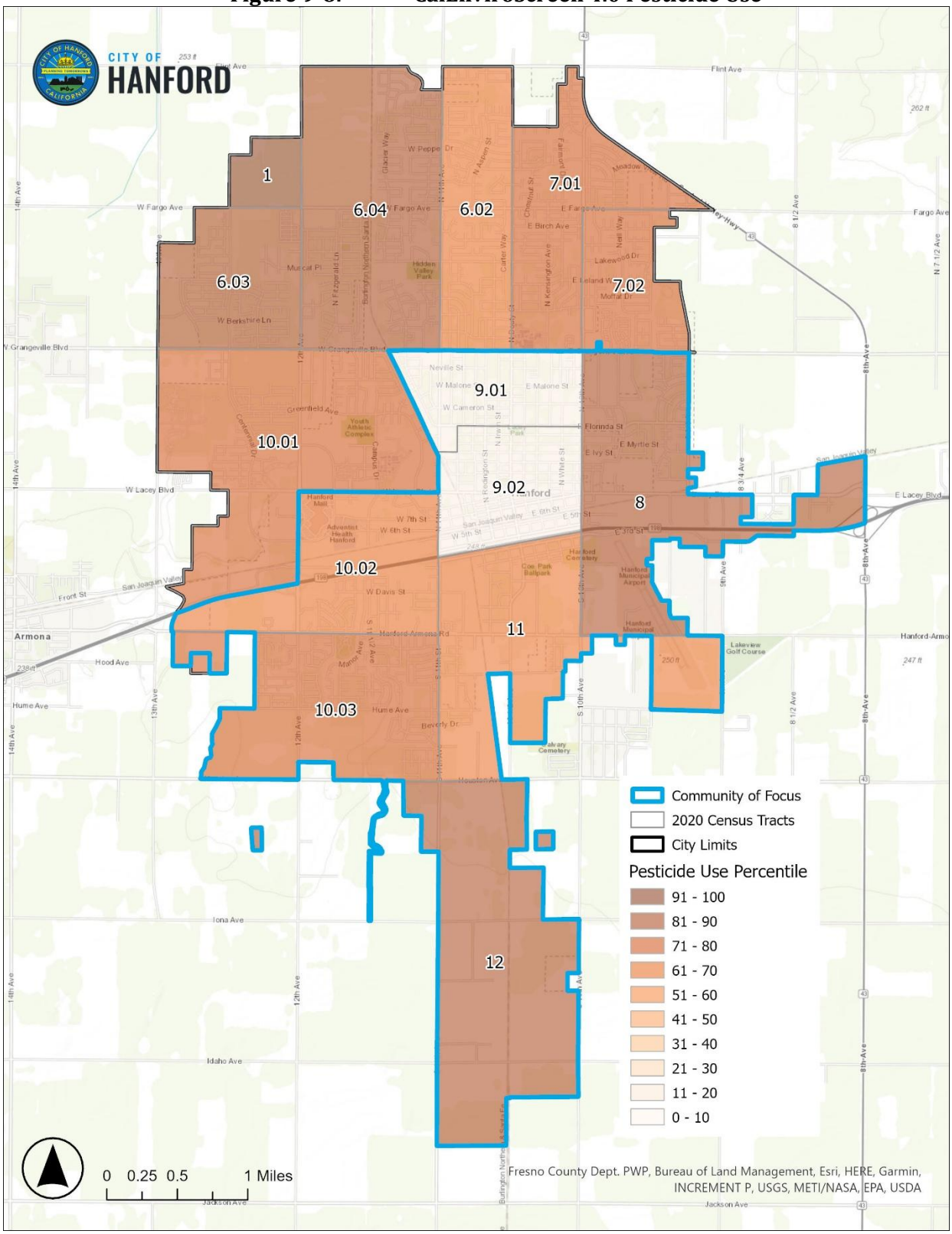
- *1,3-dichloropropene.* Typically used in soil that can cause short-term and long-term health impacts to humans if exposed, such as nose and throat irritation, chest pain, difficulty breathing, skin sensitivity, and chronic respiratory issues.
- *Dimethoate.* A widely used organophosphate insecticide and acaricide that can cause cancer, endocrine disruption, and reproductive toxicity, even with low levels of exposure.
- *2,4-d, dimethylamine salt.* An herbicide that kills broadleaf weeds that can cause eye irritation and is possibly carcinogenic in humans.
- *Buprofezin.* An insecticide used for control of insect pests that is toxic to aquatic organisms and may cause damage to liver and kidneys in humans.
- *Flumioxazin.* A herbicide that is applied by spraying and can cause eye and skin irritation
- *Chlorothalonil.* An organic compound used primarily as a fungicide and mildewicide, as well as a bactericide, microbiocide, algaecide, insecticide, and acaricide. It can irritate the nose, throat and lungs causing cough, phlegm and/or tightness in the chest.
- *Paraquat dichloride.* A widely used herbicide that is highly fatal to humans when ingested and is corrosive to the skin and eyes. Since June 2021, the use of paraquat dichloride requires mitigation measures to reduce risks to human health due to use of this herbicide.
- *Mancozeb.* A broad-spectrum contact fungicide. Ethylene thiourea, a breakdown product of Mancozeb, is known to cause goiter and may cause birth defects.
- *Simazine.* A herbicide that can cause short-term and long-term health impacts to humans, such as changes to weight and blood, tremors, damage to kidneys, liver, and thyroid, and potential cancer.
- *Diuron.* A residual herbicide that controls grasses and broadleaf weeds in areas not intended to bear vegetation, such as rights-of-way, highways, and railways that can cause birth defects, damage lungs, impact liver function, and irritate the skin, eyes, nose, and throat.

As shown in Figure 9-8, the CalEnviroScreen 4.0 pesticide use indicator scores are high in most areas of Hanford, except for the center most census tract. This is consistent with the community survey results where

air pollution from pesticides or dust was one of the most frequently reported source of pollution in both the Community of Focus (60 percent) and outside of the Community of Focus (52 percent).

Hanford is surrounded by farmland with some areas of the city having little to no buffer between residential and agricultural uses, making these areas more susceptible to pesticide drift. For many Central California residents, the hazards of living in close proximity to farmland is a commonly accepted risk; however, it is important to address ways to mitigate the negative effects of pesticide use while minimizing impacts on the agricultural industry.

Figure 9-8: CalEnviroScreen 4.0 Pesticide Use



Drinking Water Contaminants

Public water systems in California generally have a high rate of compliance with drinking water standards set by the State. However, contaminants may still be introduced into the water system by a variety of sources including natural occurrence, accidental discharge, industrial release, and agricultural runoff. Exposure to contaminants in drinking water, even in small amounts, can have adverse health effects over time such as cancer and pulmonary issues.

CalEnviroScreen's Drinking Water Contaminants Indicator is a measure of a combination of contaminant data that takes into account the average concentrations of 16 contaminants and violations compared to other census tracts. No census tracts in Hanford, including within the Community of Focus, have a drinking water contaminants indicator score above 75. Most census tracts in the city are between the 43rd and 68th percentile, with census tract 11 having the highest percentile score in the city at 70. Table 9-13 shows percentile scores for each contaminant and violation above 0.0 for all census tracts in Hanford. The following drinking water contaminants have the highest percentile scores in Hanford out of the 16 contaminants and violations CalEnviroScreen 4.0 measures for in its Drinking Water Contaminants Indicator:

- *Arsenic:* A naturally occurring component of many rocks and sediments that can be released into groundwater following mining and other human activities. Arsenic is toxic at low levels and is a known carcinogen.
- *Gross alpha:* Gross alpha contamination arises from energy released from the breakdown or decay of radioactive elements. Gross alpha radiation is naturally found in the Earth's crust and can contaminate local drinking water systems if wells are drilled into or near natural rock formations that contain radioactive elements. When inhaled or ingested, gross alpha contamination can increase risk of bone cancer and kidney damage.
- *Total coliforms:* Coliforms are bacteria found in the digestive tracts and waste of animals. Their presence in water systems indicates fecal contamination and can cause serious illness if ingested, depending on the specific strain(s) of coliforms present.
- *Total trihalomethanes:* Trihalomethanes are a group of disinfection byproducts that form when water disinfectants, such as chlorine or ozone, react with other naturally occurring chemicals in the water. These byproducts may be carcinogenic to humans.

However, it should be noted that census tracts 10.01 and 11 have unusually high percentile scores for maximum contaminant level violations for lead and copper as well as for gross alpha contamination compared to other census tracts in the city and state. The high percentile score for lead and copper contaminants is likely due to lead and copper entering the drinking water system through plumbing materials such as pipes, faucets, fixtures, and water mains, particularly those built prior to 1986.

Additionally, census tracts 7.01 and 7.02 have unusually high percentile scores for 1,2,3-Trichloropropane contamination/violation compared to other census tracts in the city and state. 1,2,3-Trichloropropane is used as a paint or varnish remover, cleaning and degreasing agent, and solvent, and can cause eye and throat irritation, liver and kidney damage, reduced body weight, and may be carcinogenic. Exposure to this compound usually occurs from industrial settings or hazardous waste sites.

Table 9-13: Drinking Water Contaminants Contaminant and Violation Scores

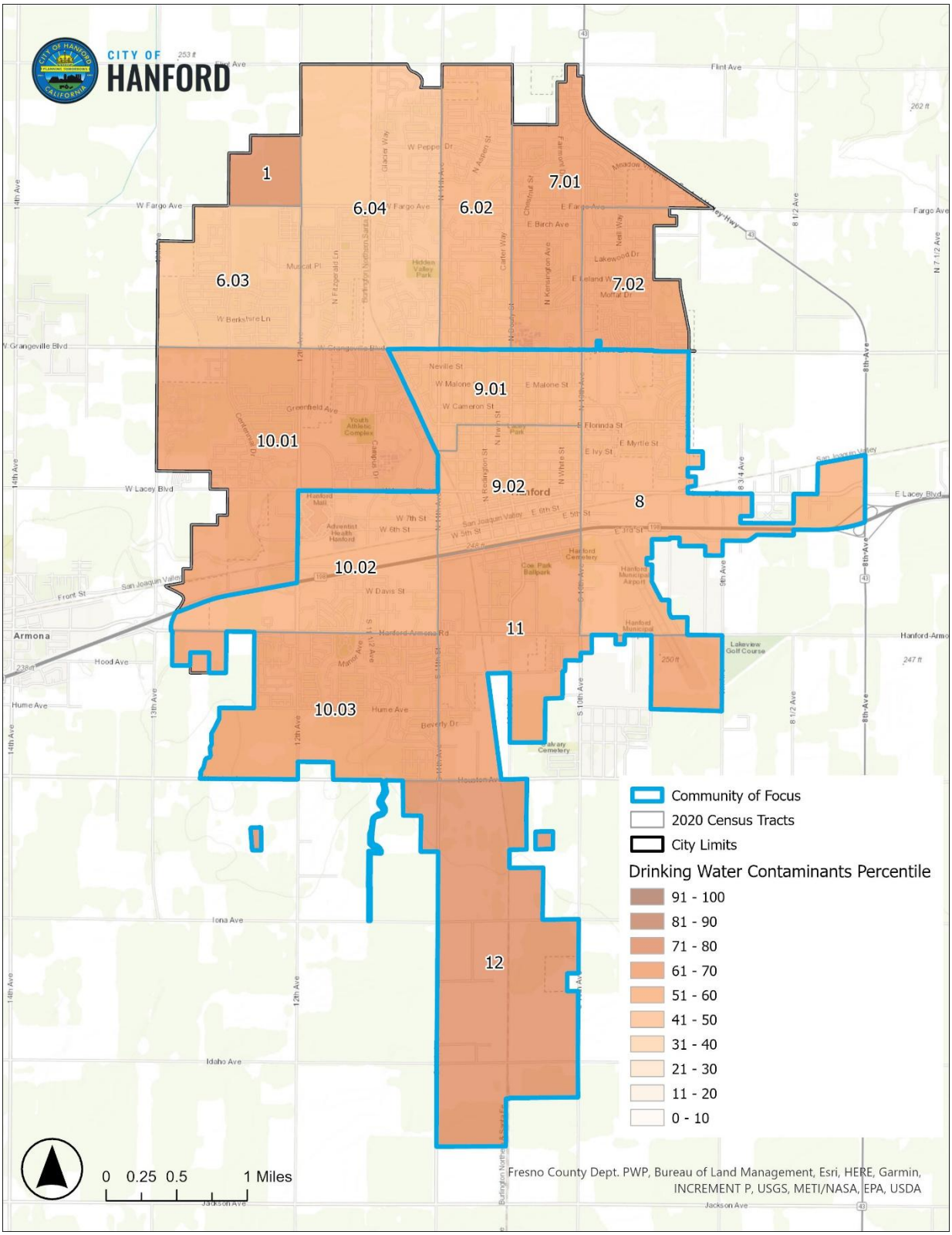
Contaminant or Violation	Census Tracts in the Community of Focus							Census Tracts Outside of the Community of Focus					
	8	9.01	9.02	10.02	10.03	11	12*	6.02	6.03	6.04	7.01	7.02	10.01
1,2,3-Trichloropropane (TCP)	*0.00*	*0.00*	*0.00*	*0.00*	*0.00*	*0.00*	92.91	*0.00*	*0.00*	*0.00*	94.87	99.04	*0.00*
Arsenic	99.77	96.36	96.36	96.67	99.19	99.50	99.92	96.82	96.72	96.72	97.24	99.44	99.91
Gross Alpha	84.12	52.93	52.93	53.94	76.08	90.02	99.94	53.34	72.90	72.90	63.23	44.40	81.07
Haloacetic Acids	32.10	42.87	42.87	42.87	42.87	46.50	22.76	42.87	42.87	42.87	42.59	37.72	43.57
Lead and Copper Rule (lead only)	71.29	69.64	69.64	70.89	72.37	70.87	82.95	68.73	49.46	49.46	71.06	78.78	57.29
Maximum Contaminant Level (MCL) Violations & Lead and Copper Rule, Lead Action Level Exceedances	*0.00*	*0.00*	*0.00*	*0.00*	*0.00*	92.21	*0.00*	*0.00*	*0.00*	*0.00*	*0.00*	*0.00*	90.98
Nitrate as N	38.29	*0.00*	*0.00*	*0.00*	18.28	27.95	98.55	*0.00*	*0.00*	*0.00*	27.17	*0.00*	*0.00*
Total Coliform Rule (TCR) Violations	99.90	99.90	99.90	99.90	99.90	99.69	99.9	99.90	99.90	99.90	99.90	99.90	99.79
Total Trihalomethanes (THM)	59.36	98.12	98.12	97.89	94.06	92.66	18.67	97.19	32.18	32.18	97.29	81.85	43.25

Note: This table only contains percentiles for contaminants and violations with a percentile above 0.0.

** *Note: This data reflects that of the full census tract 12, which extends significantly beyond the Hanford city limits.*

Source: CalEnviroScreen 4.0, 2025.

Figure 9-9: CalEnviroScreen 4.0 Drinking Water Contaminants



Groundwater Threats

Groundwater, which is water stored beneath the Earth's surface in underground aquifers, can face various threats that can impact water quality and availability. Several commercial, industrial, and agricultural sites store and dispose of hazardous materials on land or in underground storage tanks, which can leak and contaminate soil and groundwater. Common contaminants from these sites include gasoline, heavy metals, and pesticides. Other groundwater threats include produced water ponds, industrial sites, airports, dairies, dry cleaners, and publicly owned sewage treatment plants. Although these are potential groundwater threats, a leak could contaminate soil or groundwater that could expose residents to chemicals and contaminants that can have short-term or long-term health impacts such as irritation, headaches, dizziness, cancer, or reproductive harm. In addition to the threat to water quality, the presence of these contaminants can limit future development or repurposing of these sites due to cleanup costs and liability concerns.

The CalEnviroScreen 4.0 groundwater threat indicator identifies cleanup sites that could potentially impact groundwater based on type of site and proximity to residentially populated areas based on information from the State Water Resources Control Board (SWRCB). The SWRCB's GeoTracker Database identifies 14 groundwater threat sites in Hanford, 11 of which are in the Hanford Community of Focus (see Table 9-14). Figure 9-10 shows groundwater threat sites and CalEnviroScreen 4.0 census tract groundwater threat scores in Hanford. Five of the six census tracts in the Hanford Community of Focus have a groundwater threat percentile score of 82 or higher compared to other census tracts in California.

Table 9-14: Groundwater Threat Sites in the Community of Focus

Site Cleanup Status	Site Name	Potential Contaminant of Concern
Open - Site Assessment	Southern California Gas Company, Hanford	• ***Metals/heavy metals:*** Metallic elements with high densities that can be toxic and can cause cancer, organ damage, nervous system damage, and stunted development. • ***Petroleum/fuels/oils:*** A product high in hydrocarbons that can cause respiratory illness, irritate skin, cause neurological issues, and increase the risk of certain cancers.
Open - Remediation	Safeway Store 1988 Ust Release	• ***Diesel from Underground Storage Tank (UST):*** A light, refined petroleum product that, when stored in leaking USTs, can contaminate soil, pollute groundwater, and increase cancer risks.
Open - Remediation	5th & Williams Commingled Plume	• ***Diesel from Underground Storage Tank (UST):*** A light, refined petroleum product that, when stored in leaking USTs, can contaminate soil, pollute groundwater, and increase cancer risks.

Table 9-14: Groundwater Threat Sites in the Community of Focus

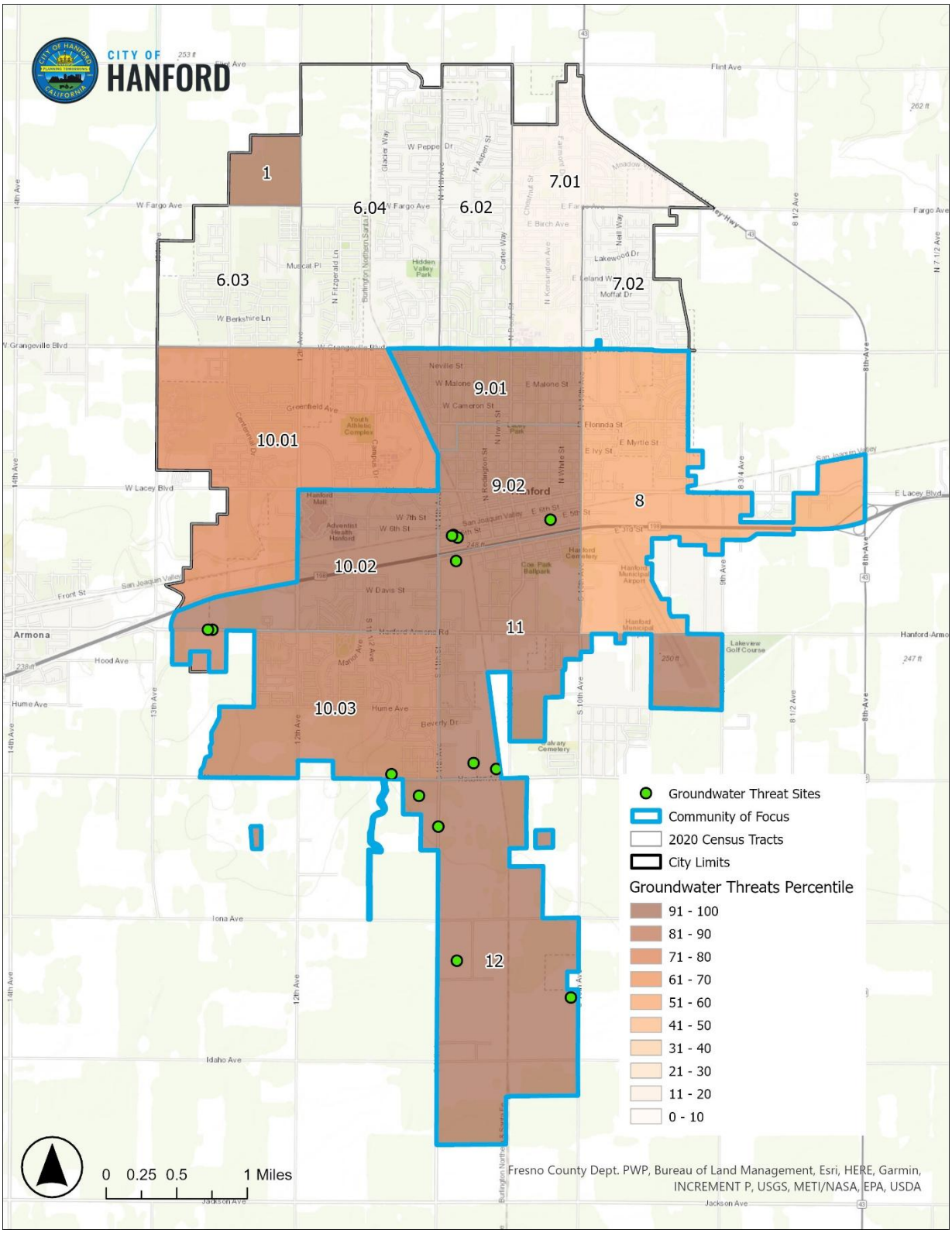
Site Cleanup Status	Site Name	Potential Contaminant of Concern
Open - Verification Monitoring	Silvas Oil Company	• ***Diesel from Underground Storage Tank (UST):*** A light, refined petroleum product that, when stored in leaking USTs, can contaminate soil, pollute groundwater, and increase cancer risks.
Open	Matls Recovery Facility	• None specified
Open	Kings County Land Disposal Site - Hanford Facility	• None specified
Open - Inactive	Sanchez & Sanchez Grain	• None specified
Open - Remediation	Liquid Chemical Corp.	• ***Cadmium, lead, metals/heavy metals, other metal:*** Metallic elements with high densities that can be toxic and can cause cancer, organ damage, nervous system damage, and stunted development.
Open - Closed/with Monitoring	Houston Ave Landfill	• None specified
Open - Site Assessment	Sanchez Property (Former Houston Ave Landfill)	• ***Diesel and jet fuel range petroleum hydrocarbons:*** Products high in hydrocarbons that can cause respiratory illness, irritate skin, cause cardiovascular issues, and increase the risk of certain cancers. • ***Semi-volatile organic compounds:*** Gases emitted from certain solids or liquids that can harm reproductive systems, increase risk of asthma, and increase risk of lower birth weight.
Open - Site Assessment	Blair Field	• ***Pesticides/herbicides:*** A group of chemicals used to control insects and weeds in agricultural crops that can cause illness, birth defects, and various cancers.
Open - Site Assessment	Simplot – Hanford	• ***Nitrate***: A chemical present in agricultural fertilizers, animal waste, and septic systems that can contaminate groundwater that can impact how blood carries oxygen and potentially cause methemoglobinemia. • ***Pentachloronitrobenzene***: An agricultural fungicide that may cause liver cancer and skin irritation.

Table 9-14: Groundwater Threat Sites in the Community of Focus

Site Cleanup Status	Site Name	Potential Contaminant of Concern
		• ***Other insecticides/pesticide/ fumigants/herbicides***: A group of chemicals used to control insects, weeds and plant diseases in agricultural crops that can cause illness, birth defects, and various cancers.
Open - Remediation	Viking Ready Mix	• None specified
Open - Inactive	Britz Hanford	• None specified

Source: State Water Resources Control Board (SWRCB) GeoTracker Database , 2025.

Figure 9-10: CalEnviroScreen 4.0 Groundwater Threats



Hazardous and Solid Waste

Certain facilities, such as factories, manufacturers, and other businesses use chemicals that generate hazardous waste that can be harmful to health and the environment. Hazardous waste can be liquids, solids, or gases and can range from automobile oil to highly toxic chemicals used at heavy industrial sites. Negative effects of living near a hazardous waste site include possible air, water, or soil contamination, decreased property values, and economic disinvestment.

Solid waste refers to household garbage and similar kinds of waste. Solid waste facilities, such as landfills, where waste is processed and stored, can increase heavy truck traffic, odors, pests, and potential exposure to hazardous substances. These effects can make surrounding neighborhoods less desirable for development leading to lower property values or lack of economic investment.

Both hazardous waste generators and solid waste facilities are typically located in industrial zoned areas that can affect nearby residential communities.

According to CalEnviroScreen 4.0, there are 13 hazardous waste generators and two solid waste facilities in the Hanford Community of Focus (see Figure 9-11 and Figure 9-12). Some hazardous waste generators in this area include medical uses, such as the Adventist Health Medical Center and various pharmacies; however, others are industrial uses such as auto repair shops and other general industrial facilities. All hazardous waste generators are located near or immediately adjacent to residential areas. Solid waste facilities include the Houston Avenue Landfill and the E & B Bulk Transportation facility; neither of these facilities are immediately adjacent to residential neighborhoods.

In addition to waste facilities, in the community survey, a majority respondents in the Community of Focus (60 percent) reported "trash and illegal dumping" as a source of pollution in their neighborhood, compared to only 19 percent of respondents outside of the Community of Focus. Trash and illegal dumping not only present a health risk to residents but also impact the comfort and aesthetics of a community.

Toxic Releases

Some industrial facilities can release toxic chemicals into the air that present potential health risks to surrounding communities. Environmental justice communities tend to be at higher risk of exposure to toxic chemicals, because low-income neighborhoods tend to be located in closer proximity to industrial areas.

The U.S. EPA maintains a Toxic Release Inventory (TRI) to track the release of toxic chemicals from industrial facilities. According to the TRI, there is one facility in Hanford that releases toxic chemicals in Census Tract 12, located south of the Community of Focus in a primarily industrial area (see Figure 9-11). Ammonia is the only noted chemical released by this facility in Hanford. Exposure to ammonia can cause burning of the eyes, nose, throat, and respiratory tract, as well as blindness and lung damage.

Figure 9-11: CalEnviroScreen 4.0 Hazardous Waste Generators

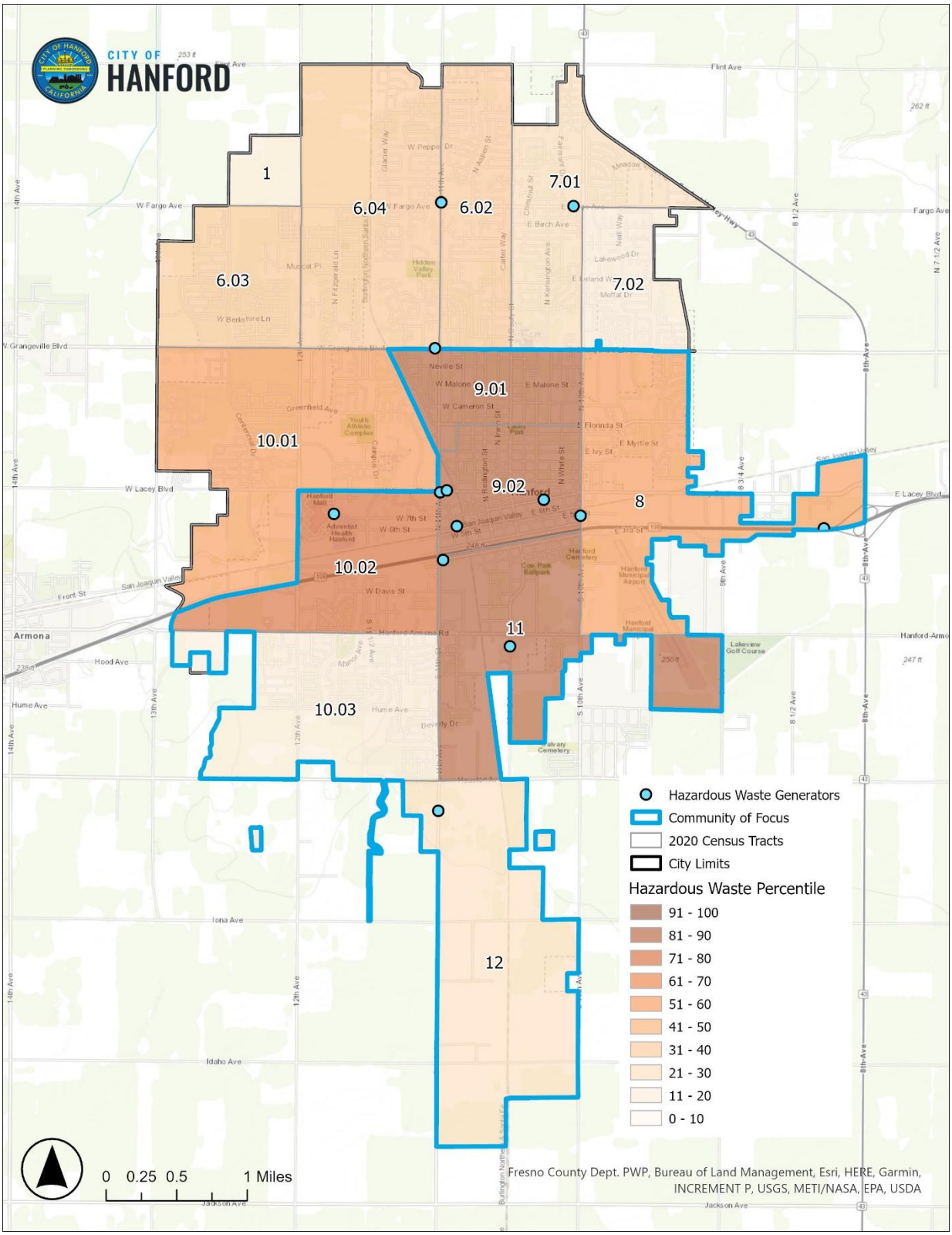
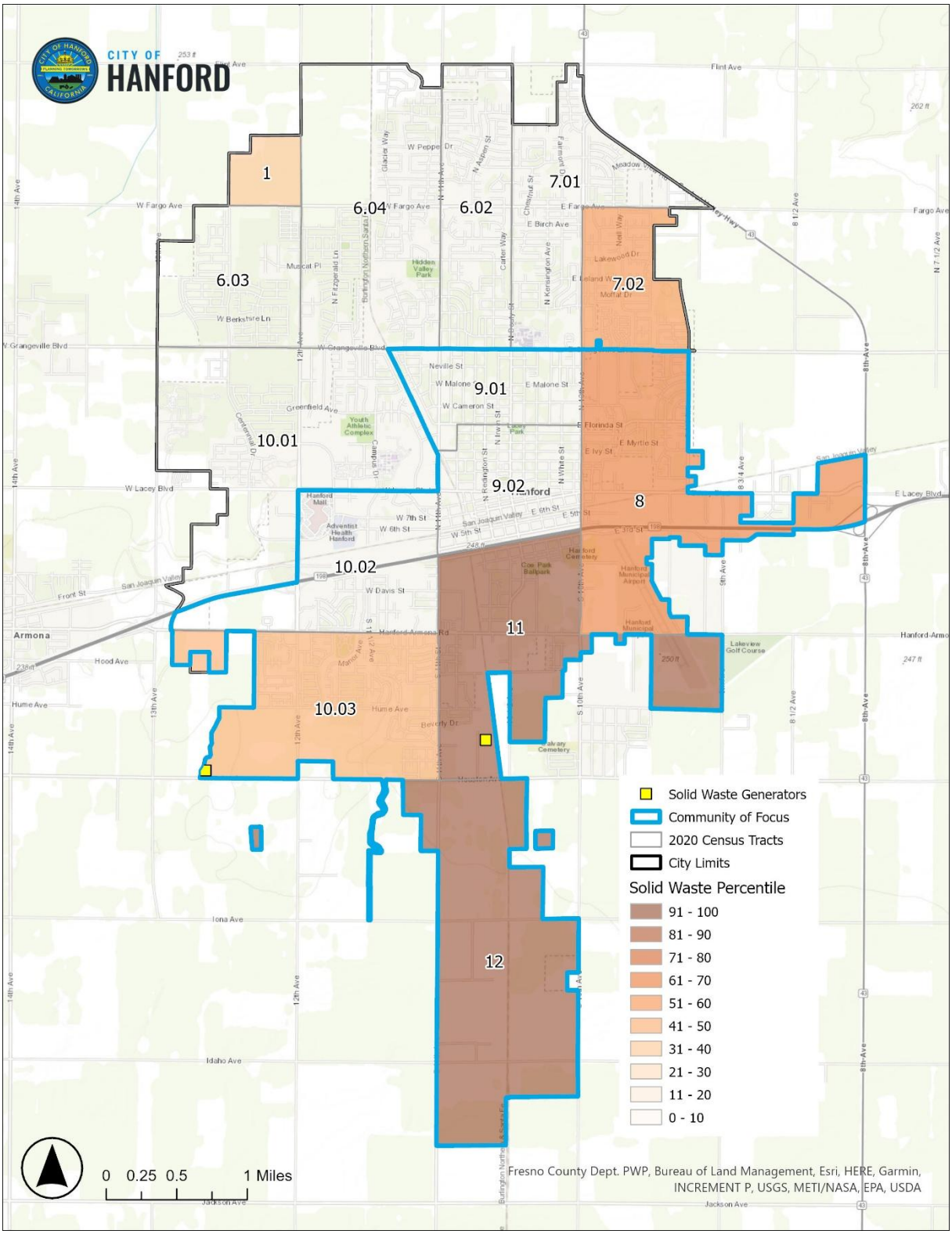


Figure 9-12: CalEnviroScreen 4.0 Solid Waste Generators

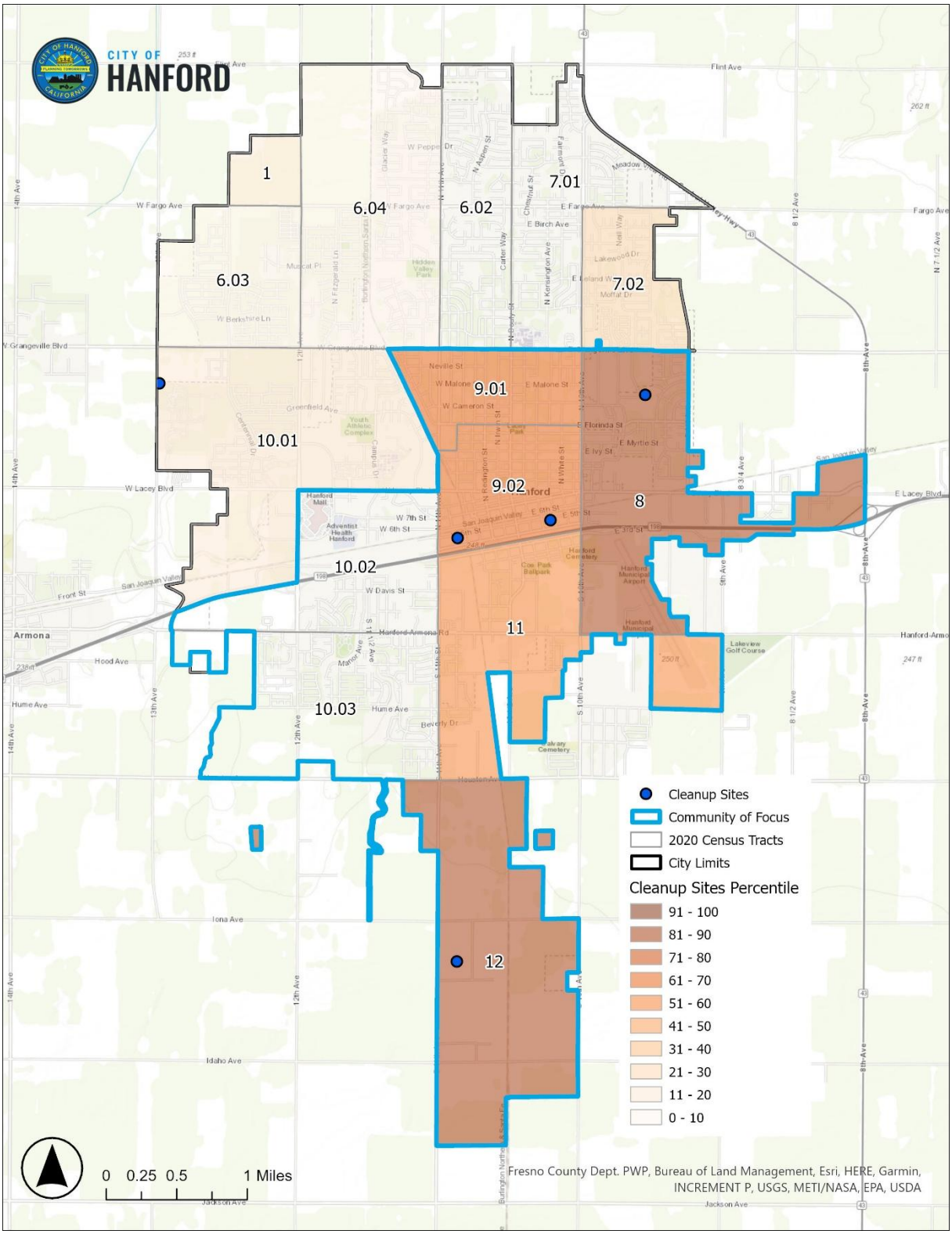


Cleanup Sites

Cleanup sites are properties that are contaminated with hazardous materials and require cleanup actions from the property owners before new development or operations can happen on that site. Cleanup sites not only present an increased risk of exposure to hazardous materials but can also increase the amount of underutilized land in a community due to high cleanup costs and risk of liability, limiting the benefit of that land to the surrounding community.

As shown in Figure 9-13, there are five cleanup sites in Hanford, four of which are in a Community of Focus. Census tract 8 has the highest cleanup sites indicator percentile score of all census tracts in the city at 83. Census tracts in the Community of Focus generally have a higher percentile score for this metric than other areas of the city, ranging from 51 to 63; however, census tracts 10.02 and 10.03 have a percentile score of 0 for this metric.

Figure 9-13: CalEnviroScreen 4.0 Cleanup Sites



9.5.3 Healthy Food Access

Adequate access to healthy, affordable, and culturally appropriate food is key to high quality of life in any community. Food access is determined not only by physical proximity to grocery stores and other food providers, but also the affordability and availability of healthy foods. Environmental justice communities often have a more difficult time achieving food security than other areas since residents in these communities tend to be lower income, are less likely to have regular access to a vehicle.

Food Environment

The food environment represents the quantity and type of food providers in a community, such as grocery stores, farmer's markets, food banks, and community gardens. The food environment also represents the presence of unhealthy food options in a community, such as liquor stores and fast food.

Grocery Store Access

As of 2025, there are a total of 12 grocery stores within the Hanford city limits. Of those 12 grocery stores, six are located within the Community of Focus, and six are located just outside of the Community of Focus but within half a mile walking distance. Figure 9-14 and Table 9-15 show the locations of grocery stores within Hanford as well as residential areas that are within half a mile walking distance of each store. Approximately 54 percent of residential parcels in the Community of Focus are within half a mile of a grocery store, which is higher than other residential parcels in the city.

While it is essential for jurisdictions to strive for increased grocery store access in their communities, the current access to grocery stores appears to be sufficient in meeting the needs of the residents in the Hanford Community of Focus. Grocery stores within half a mile walking distance to Community of Focus residents include:

- Best Buy Market IGA: 1798 N 10th Ave, Hanford, CA, 93230
- Save Mart: 715 W Grangeville Blvd, Hanford, CA, 93230
- United Market: 426 E 7th St, Hanford, CA, 93230
- Harrods Market: 110 E 6th St, Hanford, CA, 93230
- Smart & Final: 552 N 11th Ave, Hanford, CA, 93230
- Cost Less Food Company: 102 S 11th Ave, Hanford, CA, 93230
- El Rey Supermercado: 10833 Hanford Armona Rd, Hanford, CA, 93230
- ALDI: 1789 W Lacey Blvd, Hanford, CA, 93230
- Foods Co.: 1850 W Lacey Blvd, Hanford, CA, 93230
- Walmart Supercenter: 250 S 12th Ave, Hanford, CA, 93230
- Mercado & Carniceria Del Valle: 1120 N 10th Ave #7201, Hanford, CA, 93230
- Target Grocery: 140 12th Ave, Hanford, CA, 93230

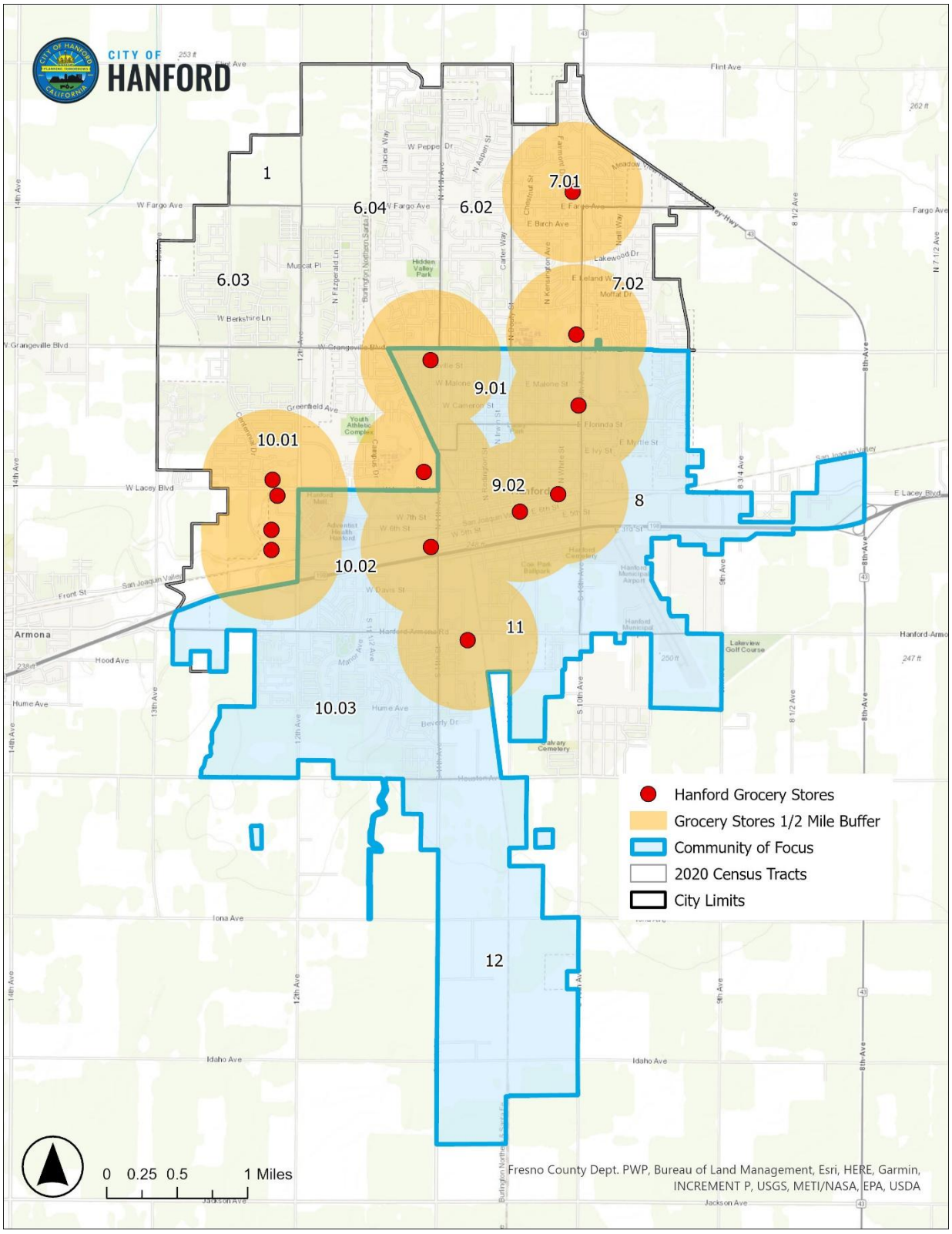
Table 9-15: Percentage of Residential Areas within ½ mile of a Grocery Store

	Hanford Community of Focus	Non-Community of Focus	Hanford, CA
Number of Residential Parcels	**6,115**	9,138	15,253
Number of Residential Parcels within ½ mile of a grocery store	**3,140**	3,466	6,606
Percentage of Residential Parcels within ½ mile of a grocery store	**51.4%**	37.9%	43.3%

Source: City of Hanford, Mintier Harnish, 2025.

Two of the six grocery stores within the Community of Focus are cultural grocery stores, which carry products specific to certain cultures that are not necessarily carried by mainstream supermarkets. Research has shown that culturally specific grocery stores are important not only to increasing food availability, but also in maintaining cultural traditions and affirming group identity and community. All cultural grocery stores in Hanford are located within the Community of Focus.

Figure 9-14: Food Environment and Grocery Store Accessibility



Farmers' Market and Alternative Food Sources

In addition to grocery stores, farmers markets, fruit stands, and community or personal gardens are alternative ways for residents to access fresh fruits and vegetables. Hanford has the following alternative markets:

- **The Hanford Thursday Night Market Place** is held on Thursday evenings in the Civic Park in central Hanford from May through October. The Market has a program that allows CalFresh participants to purchase EBT tokens that can be used in place of cash at vendor stalls. Only 14 percent of community survey respondents reported the Thursday Night Market as a place where they regularly purchase fresh fruits and vegetables, suggesting the Market is used more as a source of entertainment rather than a source for groceries.
- **Alma's Flea Market and the Marketa El Swapmeet**, both of which are held at 8967 Lacey Boulevard in Hanford, within the Community of Focus. Alma's Flea Market is held every Monday from 6:00 a.m. to 3:00 p.m. year-round. The Marketa El Swapmeet is held Wednesday through Sunday from 7:30 a.m. to 4:00 p.m. year-round. These markets are an additional source of fresh produce that expands residents' access to fresh food and groceries.

CalFresh Benefits

CalFresh, known federally as SNAP (Supplemental Nutrition Assistance Program), is a public program that provides assistance to low-income individuals and families to purchase food. Eligible participants receive a monthly Electronic Benefit Transfer (EBT) card, similar to a debit card, loaded with funds to buy groceries at approved retailers. The amount a household receives is based on factors like income, expenses, and family size.

Although city-specific data is not available for CalFresh participation, about 20 percent of Kings County residents participate in CalFresh.

- **Community and personal gardens** are another way for residents to access fresh fruits and vegetables; however, this requires space, upfront costs, and specialized knowledge that many residents may not have access to due to income, space, or education. Hanford has three community gardens in or near the Community of Focus.
- **Food banks and similar programs** help low-income households obtain fresh, canned, and frozen food and meals necessary to fill gaps in food assistance programs such as CalFresh. Food banks are often operated by non-profit or religious organizations and provide boxes of ingredients and/or fresh meals to low-income households on a daily, weekly, or monthly basis. There are eight food banks/free meal programs in Hanford, six of which are located in the Community of Focus.

Food Insecurity

While there are several grocery stores both within and immediately adjacent to the Community of Focus, other factors such as household income can impact an individual's ability to purchase healthy foods on a regular basis. The median income of most census tracts within the Community of Focus ranges from $33,750 to $67,009, which is lower than the citywide and countywide median incomes ($73,544 and 68,750, respectively). Census tract 10.03 is the only census tract in the Community of Focus with a median income higher than those of the city and county ($83,167).

Barriers to Healthy Food Access

Households that do not have access to a vehicle or dependable public transportation may have a harder time getting to and from a grocery store. As shown in Table 9-16, four census tracts in the Community of Focus have a much higher percentage of housing units with no access to a vehicle compared to the city and county, however, no respondents in the community survey indicated transportation to and from grocery stores as a major barrier to eating healthy foods. The most commonly reported barrier to healthy food access, according to community survey responses, is healthy food being too expensive.

Table 9-16: Household Access to Vehicles

	Census Tracts in the Community of Focus							Hanford, CA	Kings County
	8	9.01	9.02	10.02	10.03	11	12		
Percent Occupied Housing Units with No Vehicle Available	8.1%	30.3%	12.0%	23.6%	0.5%	11.4%	0.0%	8.0%	5.8%

Note: This table only contains percentiles for contaminants and violations with a percentile above 0.0.
Source: US Census Bureau, ACS 5-Year Estimates (2023), Table S2504.

9.5.4 Physical Activity

Regular physical activity is important in maintaining good physical and mental health. The built environment, including, but not limited to, the availability and quality of parks, open spaces, pedestrian infrastructure, and bicycle infrastructure, can significantly impact the accessibility of recreational and active transportation opportunities. Environmental justice communities often have reduced access to these opportunities within their neighborhoods due to a variety of factors including the lack of physical infrastructure that promote physical activity (i.e., parks, sidewalks), safety concerns (i.e., crime, vehicle traffic, street-lighting), or incompatible land uses that make it uncomfortable to be outside due to noise, air quality, or heat (i.e., proximity to freeways, industrial uses, lack of shade and trees).

Active Transportation

Biking and walking, whether for transportation or recreation, is a low-cost way for many people to get daily physical activity if the proper infrastructure is available. Providing and maintaining safe pedestrian and bicycle infrastructure can improve access to these modes of transportation for all residents.

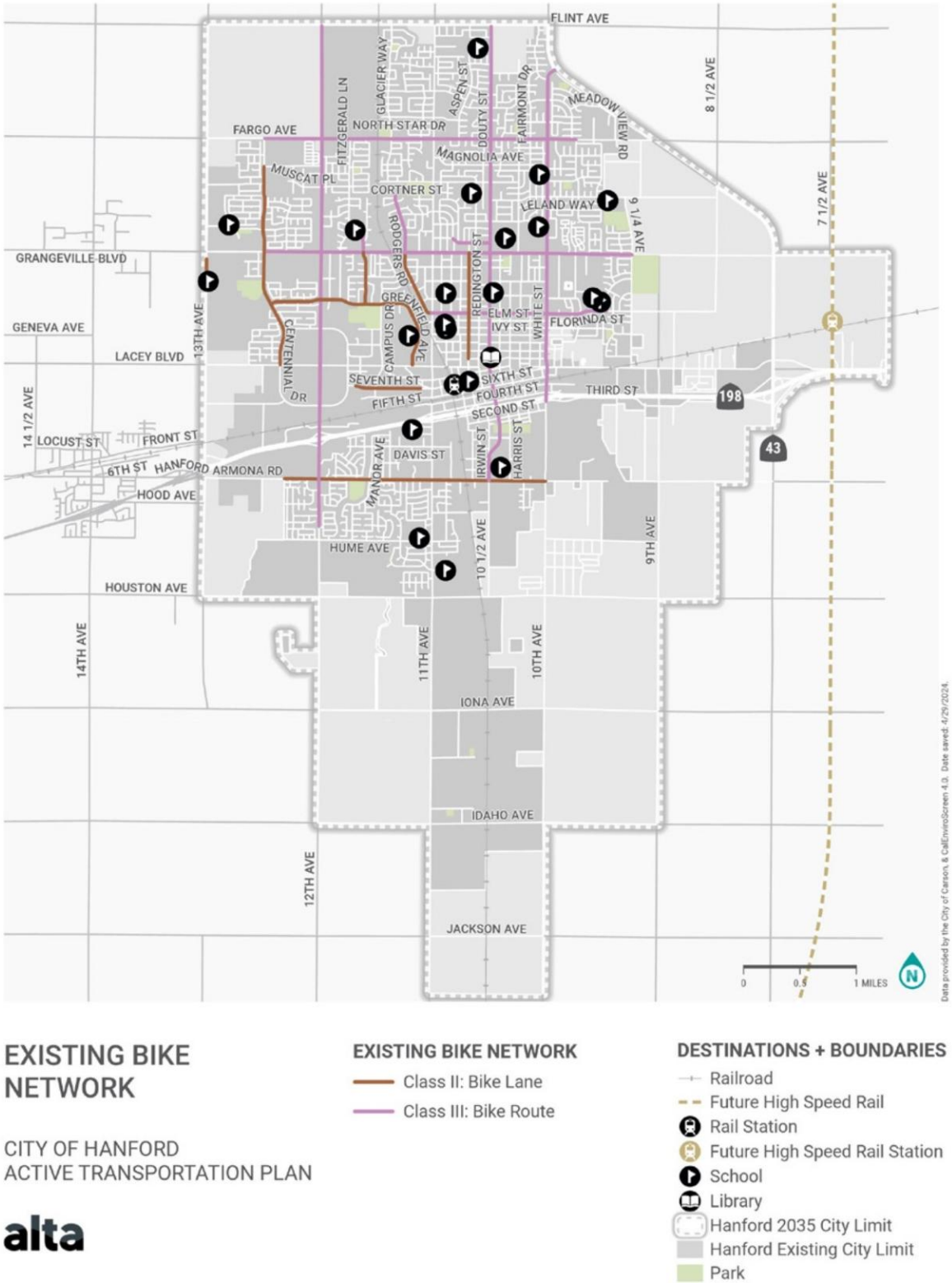
The city's existing bicycle network has approximately six miles of Class II bicycle lanes and 25 miles of Class III bicycle routes. As shown in Figure 9-15:, a majority of these bicycle lanes and routes are located outside of the Community of Focus. As of 2025, many Class II bicycle lanes are not continuous and often end before intersections, creating gaps in the overall bicycle network. Additionally, many Class III bicycle routes run along major arterials, creating safety concerns for bicyclists who are not comfortable riding with vehicle traffic. Hanford has no Class I shared-use paths that would provide off-road recreation and travel routes for bicyclists.

Bicycle Infrastructure Classifications

Class II bicycle lanes are separated bicycle lanes that are located on a roadway used by motor vehicles, and Class III bicycle routes, also known as "sharrows," are roadways where bicyclists and motor vehicles share the road, with no separated lanes for bicyclists.

Bicycle infrastructure and safety was one of the most commonly reported barriers to respondents riding a bike, or similar forms of transportation, both within the Community of Focus and citywide. Other major barriers to riding a bike and similar forms of transportation included feeling uncomfortable riding close or alongside traffic and it being unpleasant to ride due to pollution, noise, or lack of shade.

Figure 9-15: Existing Bicycle Network



Source: Hanford Active Transportation Plan, 2025.

Park Accessibility

The parkland discussed in this section represents only publicly accessible park and recreation spaces that are owned, operated, and maintained by the City of Hanford. While public and private schools often provide open recreational areas and park-like spaces that are available to the general public, these properties are not under City jurisdiction and are therefore not included in this inventory or analysis. Nonetheless, school-based recreational spaces remain an important community resource and contribute meaningfully to park access and recreational opportunities. Continued coordination between the city, school districts, and private landowners is encouraged to help preserve, maintain, and maximize shared community benefits from these spaces.

Access to quality parks and other recreational areas promote physical activity and provide green spaces that help reduce the effects of air pollution and extreme heat. There are 31 parks and five sports fields in Hanford, eight of which are located within the Community of Focus:

- Civic Center Park is located at 401 N Irwin Street. The park is approximately 6.1 acres and includes green space, a plaza, and a fountain.
- Lacey Park is located at 112 Florinda Street. The park is approximately 2.5 acres and includes a playground, green space, splash pad, basketball courts, and picnic shelter.
- Johnson Park is located at 1502 N Brown Street. The park is approximately 4.1 acres and includes a playground and green space.
- Coe Park is located at 543 S Douty Street. The park is approximately 4.1 acres and includes a playground, green space, splash pad, and picnic shelter.
- Brown Street BMX Park is located at 501 S Brown Street. The park is approximately 4.6 acres and includes a BMX track.
- Harris Street Ball Park is located just south of the intersection of South Harris Street and East Ball Park Alley. The park is approximately 4.6 acres and includes a baseball field.
- Centennial Park is located at 1355 Hanford Armona Road. The park is approximately 14.1 acres and includes a playground, green space, barbeque grills, picnic tables, a volleyball court, several basketball courts, and a dog park.
- Longfield Center is located at 560 S Douty Street. The park is approximately 2.2 acres and includes green space and a recreation center which facilitates periodic community meetings.

Figure 9-16 shows the locations of parks and recreation sites within Hanford as well as a half mile buffer area around each park. As shown in Table 9-17:, about 64 percent of residential parcels in the Community of Focus are within a half mile walking distance of a park or recreational site, which is about 21 percent lower than other residential areas in the city.

In addition to its existing parks spaces, the City of Hanford is developing a new park in the eastern portion of the city named Heroes Park approximately a half mile from the Community of Focus. Heroes Park will be a 40-acre regional park located near the intersection of Grangeville Boulevard and 9 1/4 Avenue. The property is not currently within City limits but will be annexed in the future. The parks amenities, chosen by the community, will include: three multi-use athletic fields, two play structures with shade, a dog park, an outdoor

amphitheater, 16 pickleball courts, 18-hole frisbee disc golf course, a skatepark, two basketball courts, a workout area, water feature, open space area, community garden/learning garden, three shade areas, parking area with charging stations, and two restrooms.

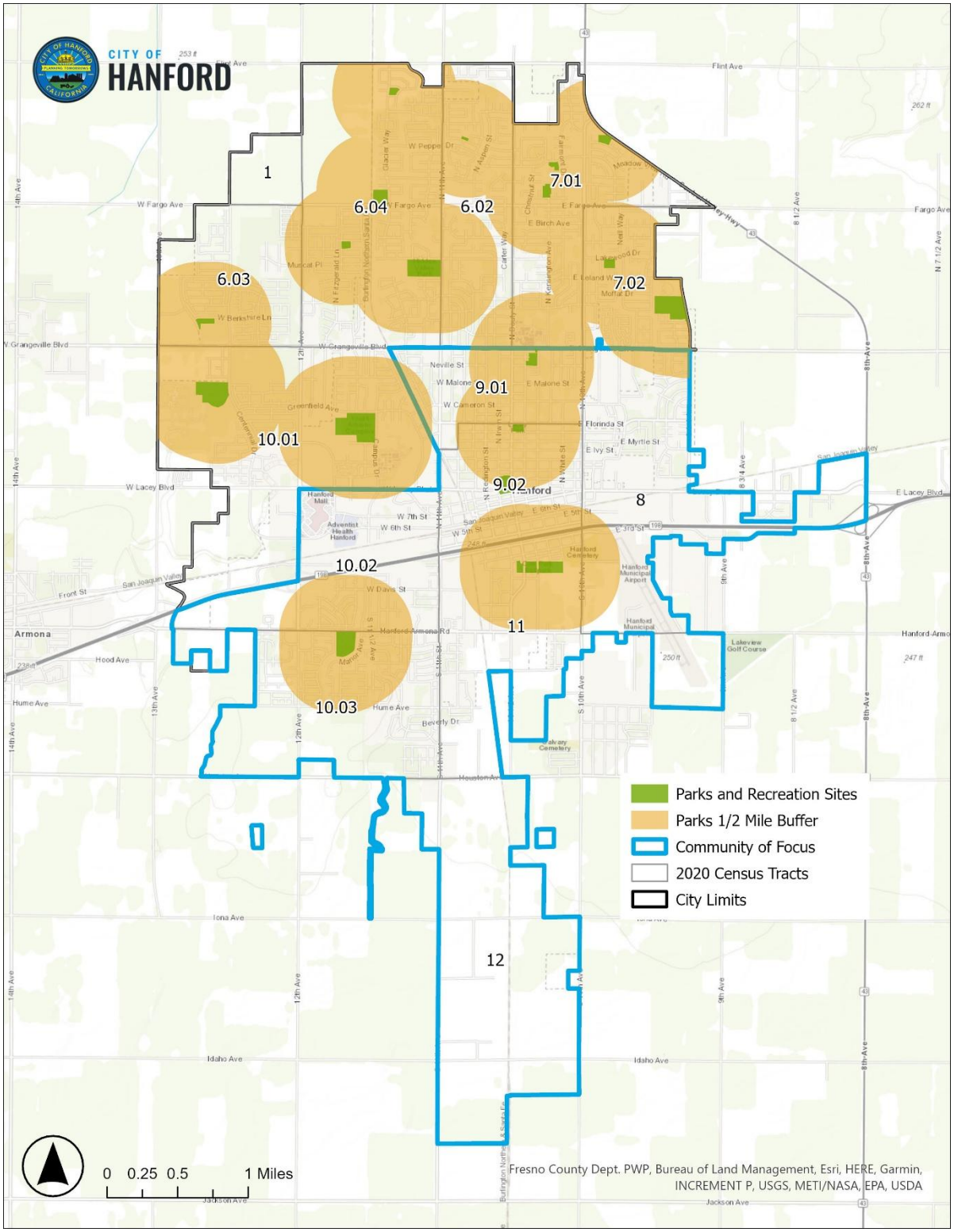
In the community survey, Respondents outside of the Community of Focus more frequently identified public parks (37 percent) as needing improvement, whereas only about 13 percent of respondents in the Community of Focus reported parks as needing improvement. Respondents in the Community of Focus more frequently reported recreational facilities (e.g., swimming pools, sports fields) needing improvement (27 percent of respondents).

Table 9-17: Percentage of Residential Areas within ½ mile of a Park

	Hanford Community of Focus	Non-Community of Focus	City of Hanford
Number of Residential Parcels	6,115	9,138	15,253
Number of Residential Parcels within ½ mile of a park	3,896	7,733	11,629
Percentage of Residential Parcels within ½ mile of a park	63.7%	84.6%	76.2%

Source: City of Hanford, Mintier Harnish, 2025.

Figure 9-16: Park Accessibility



9.5.5 Public Facilities

Public facilities include public service and amenities such as community centers, libraries, public transit, parks and recreation facilities, water and sewer services, streets and sidewalks, and health care services. Environmental justice communities often lack access to some or many of these public facilities, or the facilities that do exist are in poor condition, due to lack of transportation, underinvestment, or lack of engagement between public agencies and these communities when decisions on public facilities are being made. A lack of access to public facilities can negatively impact health care access, educational opportunities, physical and mental health, and overall quality of life.

Educational Facilities

Educational attainment can be a predictor of income, socioeconomic status, and health. People with higher educational attainment not only tend to have higher incomes than people with lower educational attainment, but also tend to be at lower risk of serious health conditions and pollution exposure. Access to educational institutions such as primary and secondary schools; continuing education; and community colleges and universities are important in providing educational opportunities to environmental justice communities.

Community Survey – Public Facilities

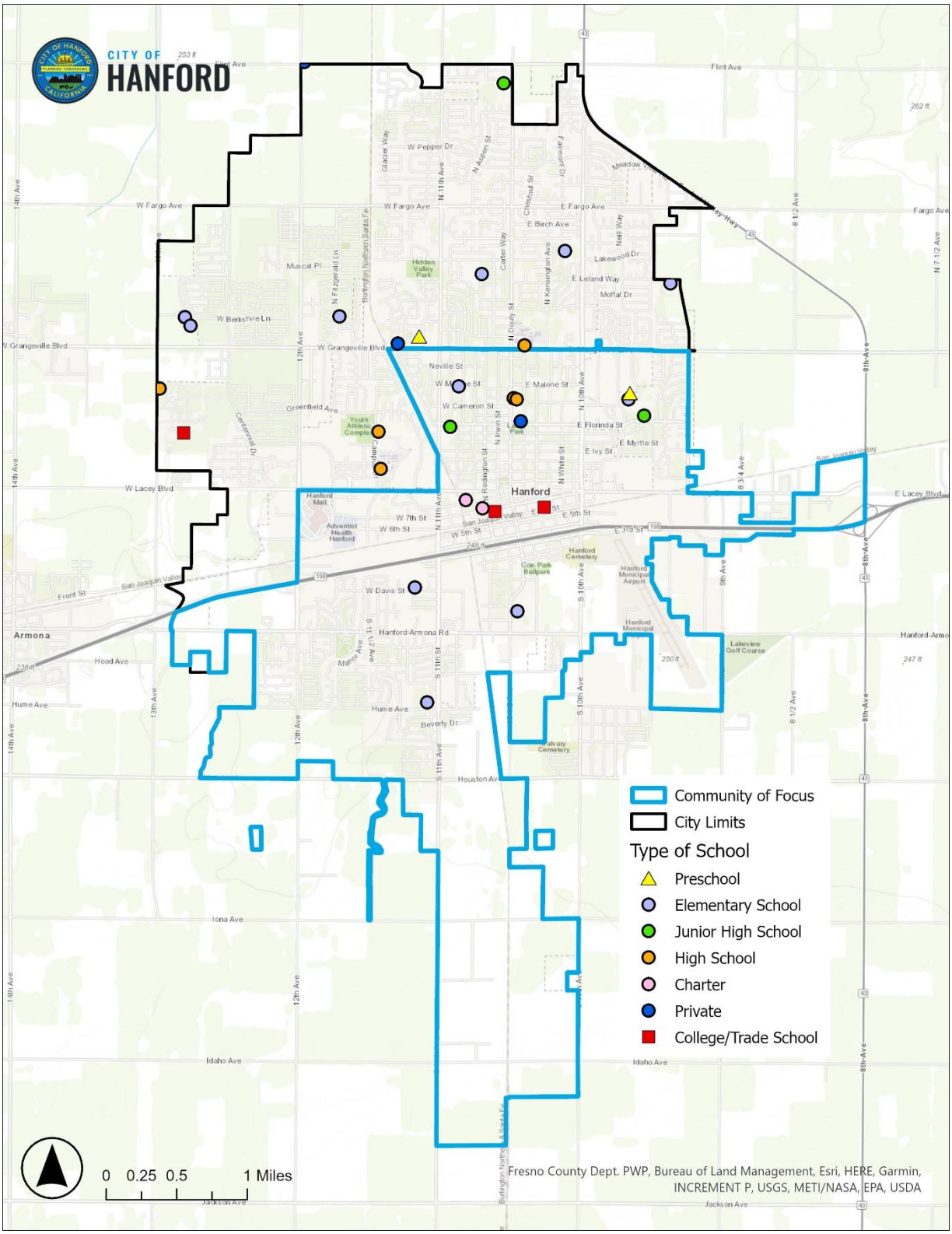
Citywide, the public facility in most need of improvement is roadway maintenance with 50 percent of respondents selecting it in the community survey.

Of the answer options, streetlights (24 percent) and access to high-speed internet (26 percent) were also top responses citywide. Although the response rate for high-speed internet access was similar within the Community of Focus and outside the Community of Focus, respondents in the Community of Focus selected streetlights as a facility needing improvement (40 percent) than respondents outside the Community of Focus (15 percent).

Primary and Secondary Schools

Primary and secondary schools include schools that serve kindergarten through 12th grade. Hanford has seven school districts, four of which serve the Community of Focus, including the Hanford Elementary School District, Kit Carson Union Elementary School District, Armona Union Elementary School District, and Hanford Joint Union High School District. These districts serve residents living in the Hanford Community of Focus as well as surrounding unincorporated areas, including Armona and Home Garden. As shown in Figure 9-17, out of 21 public schools in the city, ten are located within the Community of Focus, including five elementary schools, two junior high schools, two high schools, and one special education school for students aged three to 23 years. In addition to the city's public schools, there are five private/charter schools in Hanford, three of which are located in the Community of Focus: Learn4Life - Kings Valley Academy II, Crossroads Charter Academy, and St. Rose-McCarthy Catholic School, both charter schools offer elementary through high school and St. Rose-McCarthy offers preschool through 8th grade. All schools within the Community of Focus have adequate sidewalks immediately adjacent to school campuses; however, students may face difficulties safely walking home, as sidewalks are not present along all streets in the city.

Figure 9-17: Educational Institutions in Hanford



Continuing and Higher Education

Hanford Joint Union High School District offers continuing education programs for adults to earn their high school diplomas or GED, complete English language courses, and complete career technical programs (including nursing assistant, welding, and pottery courses). These courses are provided at the Hanford Adult School, located at 905 Campus Drive in Hanford. Although this school is located just outside of the Community of Focus, courses offered through the school are free to residents.

There are three higher education facilities in Hanford, including the one community college (College of the Sequoias Hanford Campus), and two cosmetology schools (each operated by Lawrence & Company College of Cosmetology). Only the College of the Sequoias Hanford Campus is located outside of the Community of Focus.

Public Libraries

Libraries are an important public service that ensure that books, literary resources, media, databases, and services are accessible to the public. Hanford has one public library, located at 401 N Douty Street in Hanford. The library is a branch of the Kings County Library system and offers access to books, eBooks, digital media loans, research databases, and computers, as well as printing services, and meeting room spaces. The library also provides access to the Kings County Career Online High School, which offers adult residents with the opportunity to earn an accredited high school diploma and a career certificate. The Hanford Public Library is located within the Community of Focus.

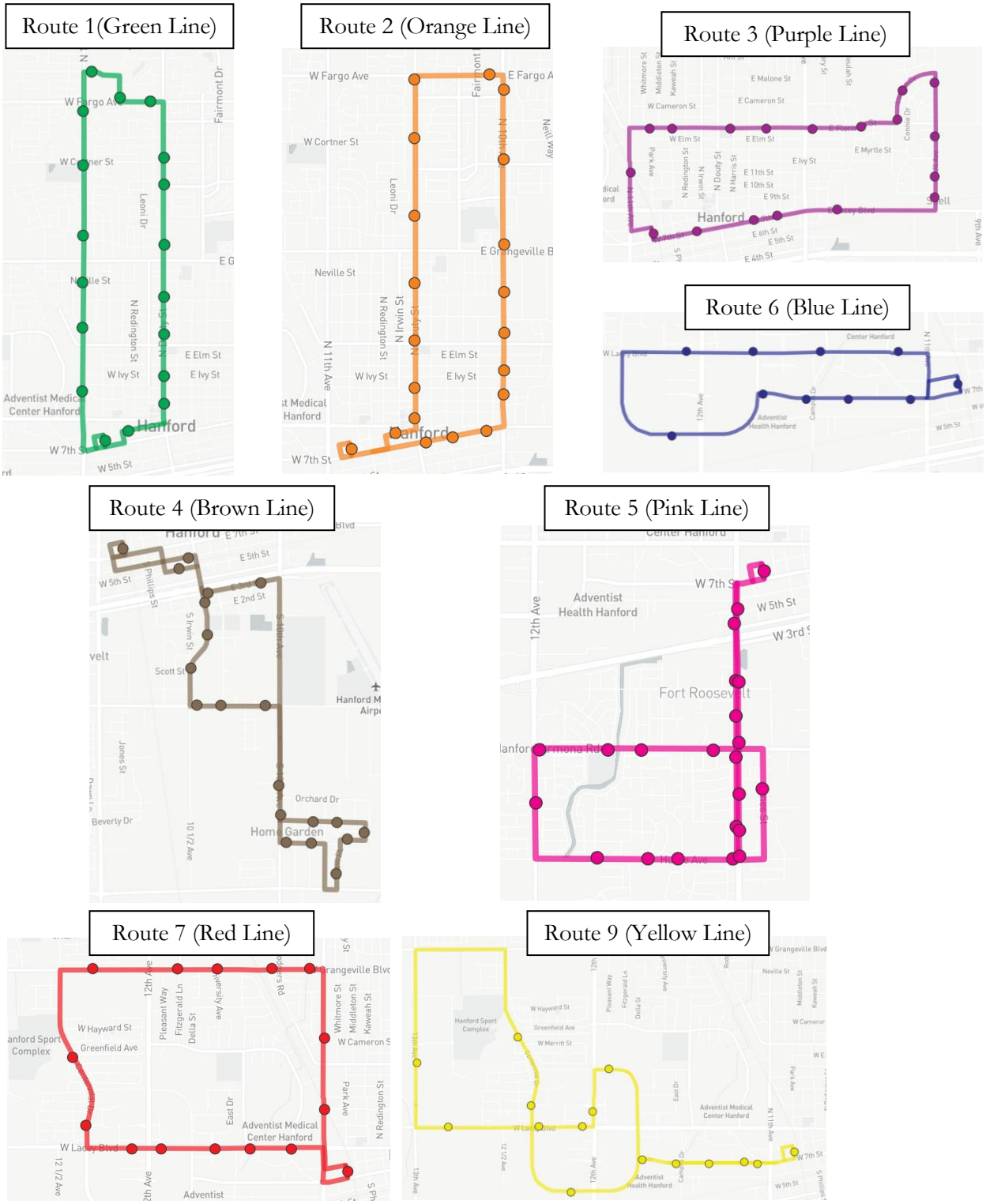
Public Transportation

Public transportation can serve as an important public service, especially for households and individuals who do not have regular access to a personal vehicle or are unable to walk or bike. Hanford is served by two transit providers, Amtrak and Kings Area Rural Transit (KART), that offer route connections to local and regional destinations. KART offers eight local bus routes that extend out from the downtown, connecting to medical centers, schools, and shopping areas. Regionally, the Hanford Amtrak station is located downtown and provides connections to Bakersfield, Fresno, Stockton, and the Bay Area. Low-income residents, residents without vehicle access, and youth depend on transit for their daily transportation needs.

As shown in Figure 9-18, KART operates eight fixed bus routes which operate year-round. Bus routes through Hanford operate from Monday through Saturday. All of these routes run through the Community of Focus, including Route 1 (Green Line), Route 2 (Orange Line), Route 3 (Purple Line, Route 4 (Brown Line), Route 5 (Pink Line), Route 6 (Blue Line), Route 7 (Red Line), and Route 9 (Yellow Line). KART also operates bus routes through other nearby communities, including Lemoore, Avenal, Corcoran, Laton, Visalia, and Fresno. In addition to its fixed-route services, KART offers "flex routes" that are available on reservation and pick up and drop off residents at designated KART bus stops, as well as on-demand services that offer affordable rideshare services. KART Paratransit is available to eligible certified ADA passengers.

The main KART transit center for the City is located within the Community of Focus, bounded by Eighth Street, Harris Strret, Seventh Street, and Brown Steet. One-way fares are $1.25 for local routes and $1.75 for "out-of-town routes." KART provides discounted fares for seniors and free ridership to children six years old and younger.

Figure 9-18: Public Transit System in Hanford



Medical and Emergency Services

Hospitals

Living close to a range of nearby medical facilities greatly improves access to necessary healthcare. According to the California Department of Public Health, there are 25 medical facilities in Hanford. Of these facilities, there are 13 community/health clinics, three end stage renal dialysis/chronic dialysis clinics, three skilled nursing facilities, one home health agency, one hospice center, three ambulatory surgical centers, and one general acute care hospital that provides emergency services.

Emergency Facilities

In times of emergency, it is important for citizens to have nearby emergency services to ensure prompt, safe handling of a variety of urgent situations. Close proximity to emergency services such as fire and police stations increases the response time to emergency situations that can affect the life and safety of residents. This section discusses the emergency facilities available in Hanford.

Police station

Police departments are an important community service that maintain public order and safety, enforce the law, and investigate criminal activity. The Hanford Police Department is the only police station in the city and is located at 425 N Irwin Street in Hanford. The department consists of seven units, including the Patrol Operations, Traffic Unit, Homeless Assistance Resource Team, SWAT team, Detective Bureau, School Resource Officers, and Communication Center. The Hanford police station is located within the Community of Focus.

Fire stations

The Hanford Fire Department responds to all types of fires, rescues, emergency medial responses, traffic accidents, hazardous conditions, explosions, and public service requests. The Department has ten firefighters on duty daily. The Department has set a dispatch processing and travel time goal of four minutes or less for 90 percent of incidents; in 2023, the Department met this goal for 60 to 68 percent of incidents, depending on the month. The Hanford Fire Department has three stations throughout the city which are staffed 24 hours a day, 365 days a year and are located at the following addresses:

- Hanford Fire Department Station 1: 350 W Grangeville Blvd
- Hanford Fire Department Station 2: 10553 Houston Ave
- Hanford Fire Department Station 3: 1070 S 12th Ave

Hanford Fire Department Station 3 is located within the Community of Focus; however, firefighters from other stations may respond to calls originating from within the Community of Focus, depending on type of incident, location, existing or potential emergencies, and resources available.

A future City fire station is set to be located at Heroes Park, which will be located within half a mile east of the Community of Focus. For more information on Heroes Park, please refer to the "Parks Accessibility" section above.

Community Centers

Community centers are important community assets that help provide programs and resources that support physical activity, educational opportunities, social services, youth services, and community involvement. Community centers can also serve as important community partners for government agencies since they often have established trust in the community and are already implementing programs in line with environmental justice goals. Effective environmental justice policies can help support services offered by community centers in environmental justice communities and encourage continued partnerships with these centers to increase transparency and connection with community. The following community centers and resource centers are in the Community of Focus:

- Hanford Civic Auditorium (400 N Douty Street) provides a space for social and business events. The west wing seats 50 and the Main Hall seats 500. Costs of booking the space varies between rooms and types of functions.
- Veterans/Senior Center (401 N Irwin Street) offers a variety of room sizes from the Veterans Hall, which seats 100, to the Meeting Room, which seats 50. Rates vary based on the room. Kitchen and equipment may also be rented from the Center.
- Children's Storybook Garden & Museum (175 E 10th St) is a not-for-profit educational garden and museum with activities and programs that cover horticulture, literacy, CA farm history, healthy eating, fitness, art, music, drama, and life sciences. The Garden and Museum aim to be affordable for all members of the community.

9.5.6 Safe and Sanitary Housing

Housing conditions contribute to the overall health and safety of residents. Household income heavily determines the type, location, and quality of housing someone lives in since newer housing in neighborhoods with more community amenities (i.e., good schools, parks, safe streets) tend to be more expensive. Occupants of housing built before the widespread adoption of building standards and regulations are at higher risk of pollution exposure in their homes, particularly asbestos and lead. Additionally, older housing may have poor ventilation that can lead to mold, uncomfortable indoor temperatures, and increased exposure to indoor and outdoor pollutants.

Household overcrowding can also have serious health impacts on occupants. Overcrowding occurs when the number of occupants in a household exceeds the capacity of a dwelling unit, typically measured by the number of rooms and the age and relationship of the occupants. Overcrowding can lead to a variety of adverse health outcomes, such as exposure to infectious disease, increased stress, and sleep disorders. High rent and home prices increase risks of overcrowding and homelessness and leave households with less income to spend on home improvement/repairs, healthy food, healthcare, and other goods and services. The following sections describe the existing housing conditions in Hanford.

Lead Exposure

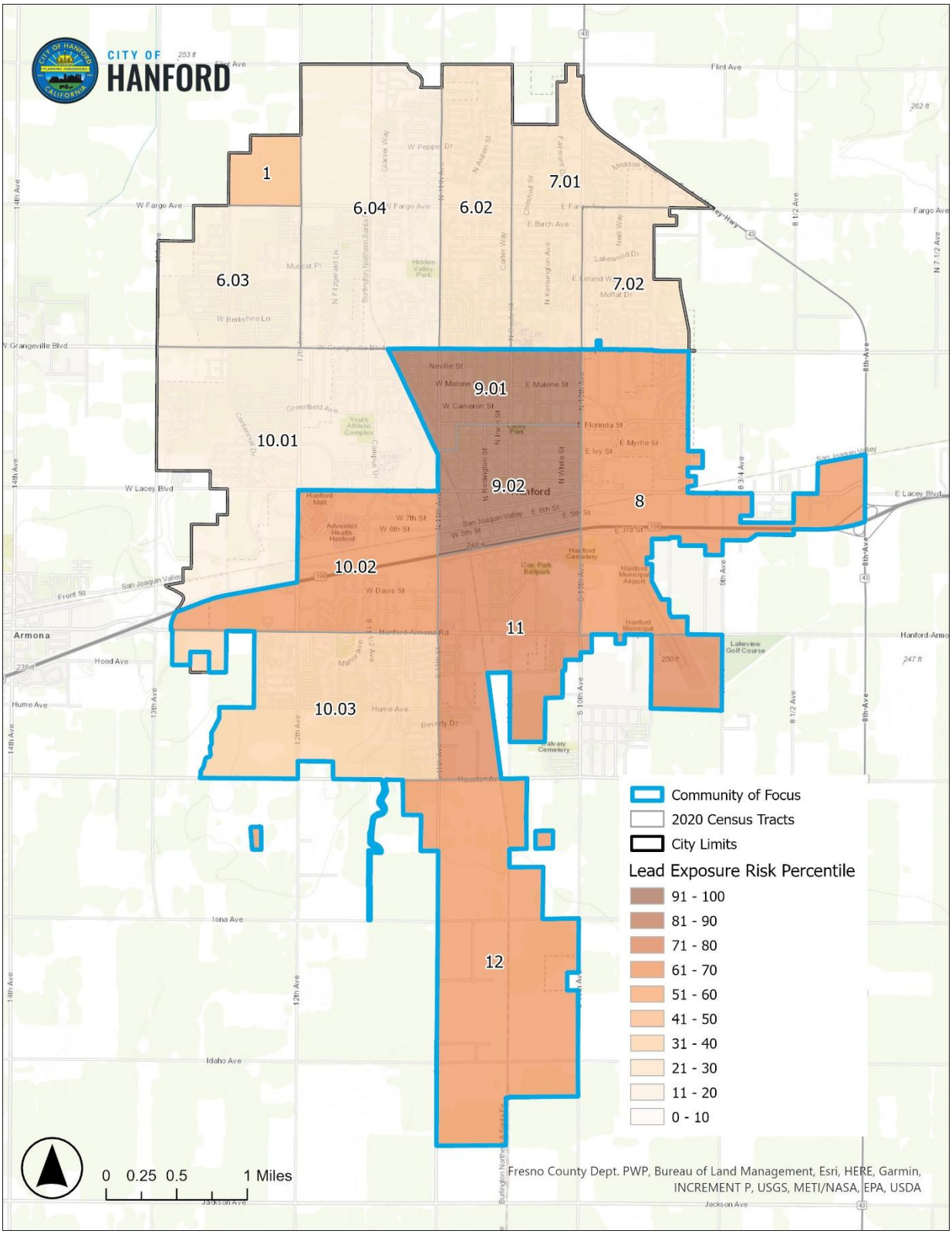
Lead is a toxic heavy metal that can enter the bloodstream and cause serious neurological or behavioral health problems, especially in young children due to their developing brains and increased risk of exposure. Historically, lead was used as an additive in house paint, plumbing materials, and gasoline. Although the use of lead in common household items and building materials is now regulated, house paint is still a significant source of lead exposure in older, unrenovated homes.

CalEnviroScreen 4.0's Children's Lead Risk from Housing indicator calculates lead exposure risk by combining the percentage of homes with a higher likelihood of having lead-based paint (LBP) hazards and the percentage of low-income households with children. CalEnviroScreen 4.0 calculates the likelihood of LBP hazards based on the age of housing. Generally, older homes tend to have a higher risk of LBP hazards.

As shown in Figure 9-19, census tracts in the Community of Focus have much higher children's lead risk from housing scores than other areas of the city. Census tracts 9.01 and 9.02 have the highest score for this indicator out of all census tracts in the city at 97, meaning that these census tracts have a higher potential risk for lead exposure in children living in low-income communities with older housing than 97 percent of census tracts in California. Other census tracts in the Community of Focus range from the 35th to the 78th percentile for this indicator.

According to the United States Environmental Protection Agency (USEPA), homes built prior to 1978 are at a much higher risk of LBP exposure if proper measures have not been taken to test for and mitigate the presence of LBT in the home. As shown in Table 9-18:, census tracts 9.01 and 9.02 have a much higher percentage of homes built prior to 1980 (74 percent and 85 percent, respectively) compared to other census tracts, the city, and the county. This indicates that housing units in these census tracts are at a higher risk of LBP exposure. Additionally, renters in these areas may not have the knowledge of the home's history and renovations or may not be aware of the presence of LBP in their residence.

Figure 9-19: CalEnviroScreen 4.0 Children's Lead Risk from Housing



Housing Conditions

The conditions of the existing housing stock can be an indicator of the living standards of residents. Although the data on housing conditions is limited, the U.S. Census provides information on the availability of plumbing and kitchen facilities as well as the age of the housing stock (year the structure was built), which can provide a starting point for assessing the conditions of the existing housing stock. Housing units typically require more repairs and renovations as they get older to maintain a good condition, therefore knowing the year a housing unit/structure was built can be an initial indicator of substandard conditions. Homes typically start needing major repairs (i.e., roofing, major appliances, heating and air conditioning systems) after 20 to 25 years.

As shown in Table 9-18, a majority of housing units in the Community of Focus, with the exception of census tract 10.03, were built prior to 2000, suggesting that many housing units have already undergone major improvements or repairs, or will be in need of these improvements in the near future. Census tracts 9.01 and 9.02 have the highest percentage of homes built prior to 1980, indicating that a higher percentage of homes in these census tracts may need major repairs. Census tracts in the Community of Focus generally have much higher proportions of older houses than other census tracts in the city, indicating that many homeowners in the Community of Focus may face higher financial strain than other areas in the city due to the need for costly repairs to older homes. Lower-income residents who are unable to afford any needed repairs to older homes and cannot afford to move may be at a higher risk of living in a home that is not comfortable or safe.

Table 9-18: Age of Housing Stock

Year Structure Built	Census Tracts in the Community of Focus							Census Tracts Outside of the Community of Focus						Hanford, CA	Kings County
	8	9.01	9.02	10.02	10.03	11	12*	6.02	6.03	6.04	7.01	7.02	10.01		
Built 2020 or later	0	0	0	0	0	22	0	0	126	0	7	0	98	221	502
Built 2010 to 2019	0	0	59	0	369	72	19	25	221	459	8	41	392	1,631	3,875
Built 2000 to 2009	32	0	0	56	566	102	74	324	606	1085	126	168	592	3,599	8,396
Built 1990 to 1999	338	97	0	63	323	302	71	669	41	436	523	293	257	3,156	7,910
Built 1980 to 1989	317	338	111	322	208	402	89	447	0	286	409	645	193	3,542	6,584
Built 1970 to 1979	154	257	270	248	296	461	186	197	10	105	346	429	338	2,910	6,956
Built 1960 to 1969	330	63	123	218	136	222	42	152	8	83	389	61	59	1,630	4,525
Built 1950 to 1959	264	354	148	125	17	193	96	218	0	0	216	27	78	1,398	3,294
Built 1940 to 1949	87	89	110	70	60	202	77	181	0	0	94	0	17	840	2,100
Total Housing Units	1,535	1,655	1,166	1,143	1,975	2,014	754	2279	1012	2492	2127	1664	2038	19,912	46,695
Percentage of occupied housing units built prior to 1980	55.2%	73.7%	85.4%	61.4%	25.8%	55.3%	66.4%	35.7%	1.8%	9.1%	49.6%	31.1%	24.8%	39.0%	41.6%

**Note: This data reflects that of the full census tract 12, which extends significantly beyond the Hanford city limits.*
Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (B03002), 2023.

Housing Cost Burden

A household is considered cost burdened when more than 30 percent of the household income is spent on housing (e.g., rent, mortgage payment, utilities) and severely cost burdened when more than 50 percent of the household income is spent on housing. Housing cost burden can have several negative effects on health and quality of life by limiting a household's ability to pay for other goods and services (e.g., food, transportation, recreation), increasing risk of overcrowding or homelessness, and limiting a household's ability to contribute to a savings or retirement fund.

Community Survey Results

Costs associated with housing were the most commonly selected responses citywide. This includes both overall cost of housing (29 percent of survey respondents) and the cost of make necessary repairs (17 percent).

Although any household, regardless of income, can experience housing cost burden, low-income households are at higher risk of being cost burdened and severely cost burdened. As shown in Figure 9-20, census tracts 9.01 and 9.02 have higher Housing Cost Burden percentile scores than other areas of the city. As documented in the previous section, these areas also have a higher rate of older housing units that may have costly repairs or renovations that can result in higher housing maintenance costs for homeowners or increased rental costs, which can cause financial hardship for those already cost burdened.

Overcrowding

A housing unit is considered overcrowded when there is more than one person per room. Overcrowding can occur when a household either cannot find or afford housing with enough rooms to accommodate all members of the household. Table 9-19 shows that the rate of overcrowding in the Community of Focus is generally higher than in the city and county, with the exception of census tract 9.01. Census tracts 10.02 and 11 have the highest rate of overcrowded renters, while census tracts 9.02 and 10.02 have the highest rate of overcrowded homeowners. Overcrowding is generally more prevalent amongst renters in the Community of Focus, the city, and the county.

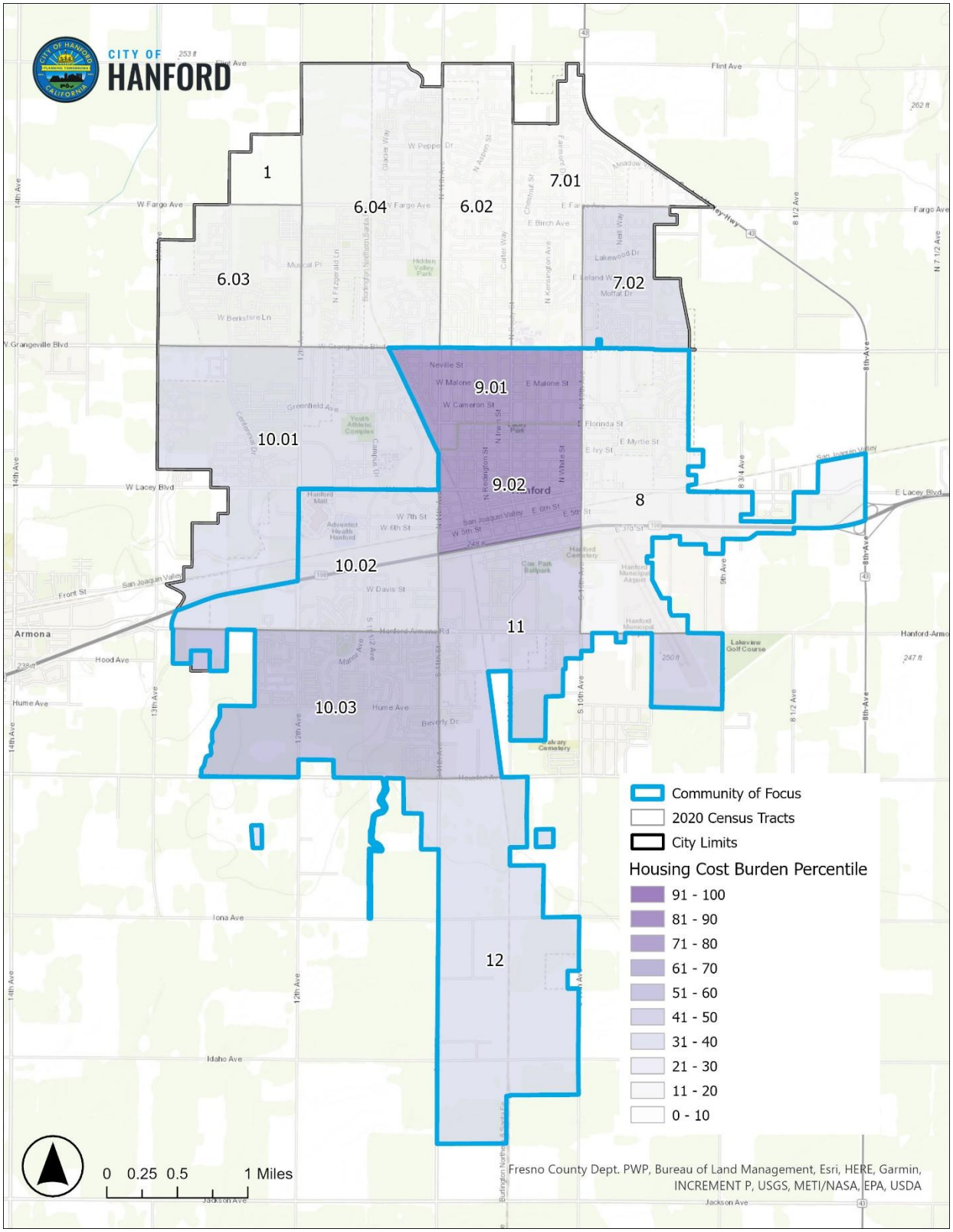
Table 9-19: Overcrowding by Tenure

	Census Tracts in the Community of Focus							Hanford, CA	Kings County
	8	9.01	9.02	10.02	10.03	11	12*		
Overcrowded Renter Households	21.1%	7.5%	7.2%	21.6%	20.5%	26.9%	10.5%	15.2%	12.2%
Overcrowded Owner Households	8.6%	1.5%	23.6%	16.5%	9.3%	11.2%	0.0%	4.8%	5.8%

**Note: This data reflects that of the full census tract 12, which extends significantly beyond the Hanford city limits.*

Source: US Census Bureau, ACS 5-Year Estimates (2023), Table B25014.

Figure 9-20: CalEnviroScreen 4.0 Housing Cost Burden



9.5.7 Civic Engagement

Meaningful community engagement is key to creating equitable policies and programs that meet the needs of all residents. Unfortunately, many environmental justice communities have historically been excluded from these conversations, resulting in inequitable planning practices. Factors such as language barriers, time and location of public meetings, and knowledge of topics influence if and how people participate in the public decision-making process. Innovative engagement strategies and partnering with community-based organizations (CBOs) can make community workshops and meetings more accessible to environmental justice communities. Traditional methods of community engagement, such as community meetings held at government buildings can be difficult for people to attend due to scheduling conflicts, language barriers, lack of transportation, and lack of overall trust in government agencies.

Internet Access

It is increasingly common for government agencies to post notices, documents, and informational materials online, and host virtual community meetings. Although online formats for community meetings can improve public engagement and make attending meetings more convenient for many individuals, it also requires households to have access to a computing device, such as a computer or smartphone, as well as high-speed internet, including broadband internet.

As shown in Table 9-20, the percentage of residents in census tracts 8, 9.01, 9.02, and 11 with access to at least one computer or smartphone is less than that of the city and county percentages. The percentage of residents in the Community of Focus with a broadband internet subscription is lower than the city and county percentages. This suggests that residents in the Community of Focus may have a more difficult time accessing online information or virtual meetings than other areas of the city due to a lack of dependable, high-speed internet as well as a device with which to access the internet.

Table 9-20: Access to Internet

	Census Tracts in the Community of Focus							Hanford, CA	Kings County
	8	9.01	9.02	10.02	10.03	11	12*		
Percent of Households with One or More Computing Devices	89.1%	85.0%	73.1%	95.1%	96.3%	86.2%	93.3%	93.3%	94.3%
Percent of Households with Broadband Internet	83.3%	78.7%	63.3%	80.2%	86.0%	76.0%	88.0%	88.0%	87.8%

**Note: This data reflects that of the full census tract 12, which extends significantly beyond the Hanford city limits.*

Source: US Census Bureau, ACS 5-Year Estimates (2023), Table S2801.

Barriers to Community Involvement and Linguistic Isolation

There are several reasons that prevent people from participating in community meetings and outreach events such as scheduling, comfort level with the subject matter or speaking in front of other people, distrust in government, or lack of knowledge about how to get involved. To get more people involved in the public decision-making process, it is important to understand why people aren't participating and find ways to overcome those barriers.

More than 40 percent of Californians speak a language other than English at home, approximately half of which do not speak English well or at all. These households face disadvantages when seeking information about meetings and engagement opportunities, particularly if the information and materials are solely available in English and no language interpretation/translation is available. Linguistically isolated households may also not hear or understand important information in times of emergency.

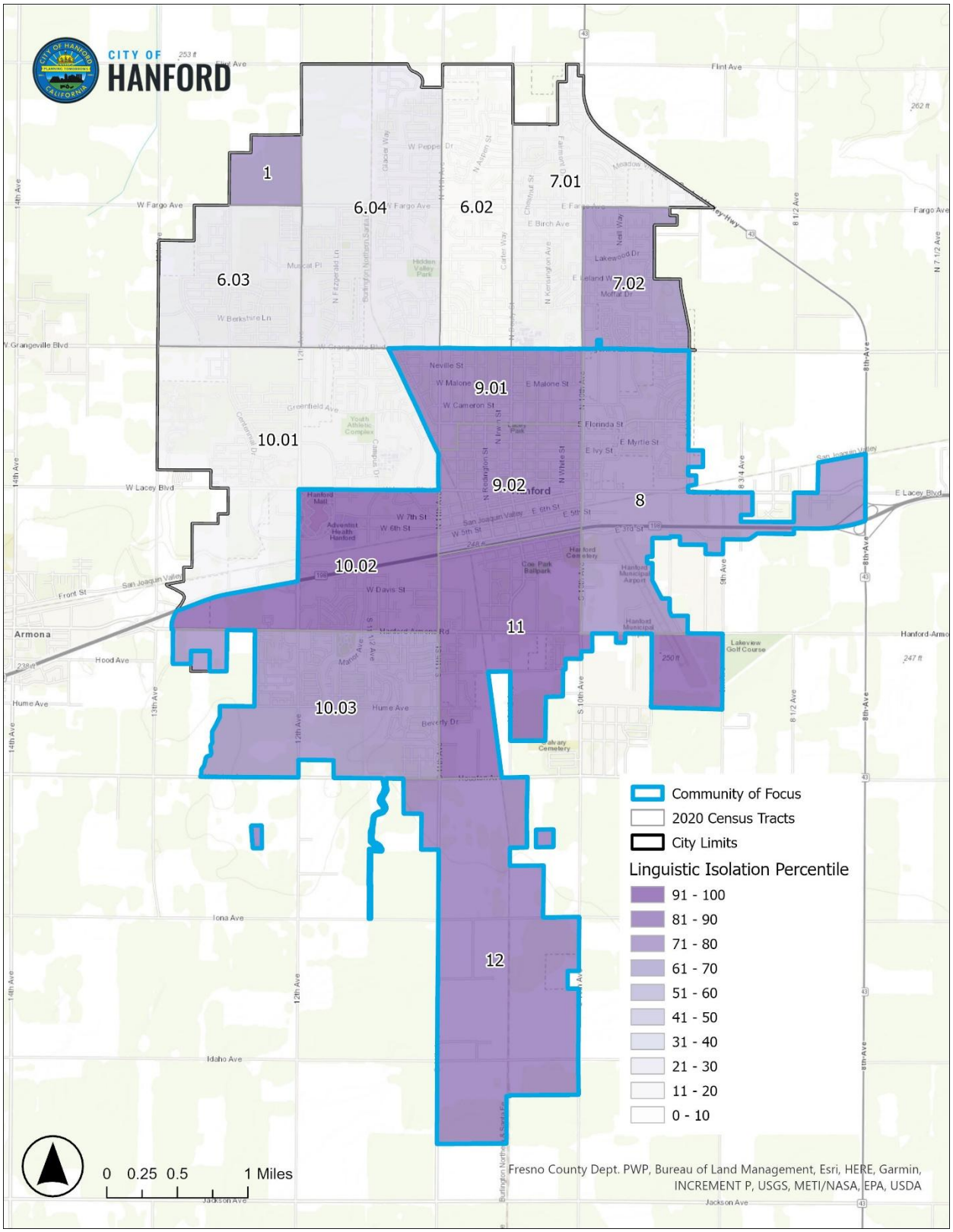
Community Survey Responses

Citywide, the most common ways people receive information about city events and issues are through social media (50 percent of respondents), word of mouth (31 percent), and the City's website (31 percent).

The biggest barriers for respondents participating in local meetings and decision-making processes include not knowing when or where meetings are happening (21 percent), and not feeling like their opinions will be taken seriously by decision-makers or result in real change (29 percent).

Figure 9-21 shows that the Community of Focus has far higher rates of linguistic isolation compared to other areas of the city. Census tract 11 has the highest linguistic isolation indicator percentile score in the city at 98, meaning the percent of linguistically isolated households is higher than 98 percent of the census tracts in California. Approximately 35 percent of households in this census tract do not speak English well. Census tract 10.02 also has a higher number of households that are linguistically isolated; approximately 31 percent of households in this census tract do not speak English well. All other census tracts in the Community of Focus have between 13 and 17 percent of households that do not speak English well and are linguistically isolated. The top languages spoken in the Community of Focus besides English include Spanish, Tagalog (including Filipino), and languages that fall into the "other Asian and Pacific Island languages" and "other Indo-European languages" categories.

Figure 9-21: CalEnviroScreen 4.0 Linguistic Isolation



Ensuring meaningful and effective participation from individuals with limited English proficiency requires the commitment to providing meeting notices, and informational materials in languages other than English. This can bridge barriers to participation and enable individuals with limited English proficiency to access crucial information about community meetings and engagement opportunities. Additionally, offering language interpretation services at these meetings is vital to facilitate active involvement from individuals with limited English proficiency, allowing them to fully understand discussions, express concerns, and contribute to decision-making processes.

Apart from English proficiency, many people who are proficient or native English speakers can have a difficult time understanding the terminology and subject matter related to planning documents and processes. Many planning documents can also be long, dense, and data heavy, which can be difficult for the public to read, understand, and provide meaningful feedback on. Creating engagement and information materials in a way that is easy to understand can make the subject and processes of planning more accessible to a wider audience.

9.6 Goals and Policies

Goal EJ1 Integrate environmental justice, equity, transparency, and accountability in relevant decision-making processes. [Source: New Goal]

Policy EJ1 Environmental Justice Assessment in Decision-Making

Acknowledge historical and ongoing environmental justice concerns and require analysis of potential environmental justice impacts as part of the City's decision-making process. [Source: New policy]

Policy EJ2 Environmental Justice Land Use Integration

Incorporate environmental justice principles into zoning, the General Plan, and related land use strategies, as applicable. [Source: New policy]

Policy EJ3 Community of Focus Boundary Review

Using the methodology established in this Element, periodically review the Community of Focus boundary to determine whether adjustments are needed based on new findings and environmental justice concerns. [Source: New policy]

Policy EJ4 Partnership with Community of Focus Residents

Work with Community of Focus residents to identify and implement appropriate remedies and actively implement the Environmental Justice Element in partnership with these communities. [Source: New policy]

Policy EJ5 Minimizing the Urban Heat Island Effect and Climate-Responsive Design

Strive to reduce the urban heat island effect by expanding Hanford's tree canopy and incorporating climate-responsive site design practices (e.g., permeable surfaces, green infrastructure) that increase shade, retain soil moisture, and lower surface temperatures, with a focus on heat-vulnerable neighborhoods, public spaces, and high-activity areas such as schools, parks, and transit corridors. [Source: New policy]

Goal EJ2 Reduce and mitigate the negative health impacts of pollution exposure on residents of Hanford. [Source: New Goal]

Policy EJ6 Transportation Infrastructure Mitigation

Continue working with the California Department of Transportation (Caltrans) to determine any mitigation measures that can be implemented to reduce air pollution impacts to the Community of Focus and residential areas adjacent to State Route 198. [Source: New Policy]

Policy EJ7 Improve Air Quality

Encourage the retrofitting and installation of appropriate air filtration at existing schools, residences, and other sensitive receptor uses adversely affected by air pollution. [Source: New Policy]

Policy EJ8 Pollution Exposure Reduction through Urban Design

Identify areas of the city where additional setbacks, barriers, landscaping, or other design and development standards can be incorporated to minimize pollution exposure to sensitive land uses. [Source: New policy]

Policy EJ9 Pesticide Exposure Public Information

Coordinate with the Kings County Agricultural Commissioner's Office to provide pesticide use education to residents and raise awareness about the potential health impacts from pesticide use and process to report pesticide violations. [Source: New policy]

Policy EJ10 Litter and Illegal Dumping Prevention

Support prevention and cleanup of litter and illegal dumping in the Community of Focus by pursuing partnerships and programmatic solutions, including collaboration with relevant regional enforcement efforts and organizations. [Source: New policy]

Policy EJ11 Environmental Pollution Resources

Refer new and established businesses to the appropriate regulating entity such as the Department of Toxic Substances Control, to inform businesses of regulations associated with environmental pollution. [Source: New policy]

Policy EJ12 Minimizing Pollution from Truck Traffic

Minimize heavy truck traffic by designating truck routes away from residential areas and sensitive land uses in and around the Community of Focus. [Source: New policy]

Goal EJ3 Empower all community members to participate meaningfully in the City's decision-making processes. [Source: New Goal]

Policy EJ13 Community Partnerships

Coordinate with local organizations that serve underserved populations (e.g., Kings Community Action Organization (KCAO) and Kings Partnership (KPFP)) to conduct community outreach for planning projects and environmental justice concerns. [Source: New policy]

Policy EJ14 Translation and Interpretation

Offer translation and interpretation services and materials at public meetings and community outreach events to ensure those not proficient in English can still meaningfully participate in the public decision-making process. [Source: New policy]

Policy EJ15 Meeting People Where They Are

Implement a "meeting people where they are" approach to community engagement efforts to gather input and feedback from a broader range of community members. This outreach approach may include, but is not limited to:

- Attending events already planned in the community to gather input and provide information.
- Setting up information stations or pop-up booths near local businesses or organizations, especially within the Community of Focus.
- Providing online information and engagement opportunities for community members to access from home. [Source: New policy]

Policy EJ16 Transparency

Strive to make it clear that community feedback is received and how it is being incorporated into policies and programs in Hanford. [Source: New policy]

Goal EJ4 Ensure residents of all ages and abilities have access to recreational opportunities and public resources and services. [Source: New Goal]

Policy EJ17 Graffiti Abatement

Implement proactive graffiti prevention and cleanup programs to enhance community aesthetics and reduce visual blight. Programs shall include coordination with community-based organizations and volunteer groups to support timely removal and reporting systems. [Source: New policy]

Policy EJ18 Support for Disabled Veterans

Coordinate with local, State, and Federal agencies, nonprofit organizations, and service providers to improve access to services, programs, and facilities for disabled veterans that promote health, mobility, and social inclusion. [Source: New policy]

Policy EJ19 Safe and Complete Streets

Create and maintain a safe, comfortable, and continuous pedestrian network for all users, especially disabled individuals, seniors, and children, by closing sidewalk gaps, improving crosswalks, and implementing traffic calming and streetscape enhancements. [Source: New policy]

Policy EJ20 Streetscape Amenities

Identify State, Federal, and other funding sources to improve streetscapes, prioritizing Hanford's Community of Focus, by incorporating streetscape amenities that enhance comfort and safety, such as street trees, streetlights, and landscape buffers. [Source: New policy]

Policy EJ21 Youth Recreation and Entertainment Opportunities

Encourage the development and maintenance of accessible, affordable, and well-distributed youth entertainment and recreational facilities, including skateparks, sports fields, and community centers, to support healthy lifestyles, physical activity, and social engagement for youth of all ages and backgrounds. [Source: New policy]

Policy EJ22 High Speed Internet Access

Promote equitable access to reliable, affordable high-speed internet for all residents, businesses, and community institutions by supporting broadband infrastructure expansion, prioritizing underserved areas, and encouraging the integration of internet access into new development and public buildings. [Source: New policy]

Goal EJ5 Ensure all residents have access to safe and healthy living conditions. [Source: New Goal]

Policy EJ23 Enforcement of City Regulations

Enforce City regulations to improve unsafe and unsanitary living conditions, focusing on illegal dumping, maintenance of older homes, graffiti, and building and yard maintenance. [Source: New policy]

Policy EJ24 Housing Maintenance Assistance

Prepare an internal study of the potential of a program that assists low-income households with information, resources, and financing for home repairs and maintenance necessary to improve health, safety, and energy efficiency of homes (e.g., air filtration, windows, lead paint abatement). This study shall identify funding opportunities the City can pursue to support the program. [Source: New policy]

AGENDA
STAFF REPORT

MEETING DATE: 3/3/2026	**AGENDA SECTION:** STUDY SESSION

SUBJECT:
Review and Comment on the 2026 Community Development Block Grant (CDBG) Annual Action Plan

---

RECOMMENDATION:

Informational Summary of the Allocation Process for the Community Development Block Grant (CDBG) Annual Action Plan (APP) and Budget for Program Year 2026 (PY 2026)

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) annually allocates Community Development Block Grant (CDBG) funds to the City of Hanford. Although the PY 2026 federal appropriations have not yet been released, the estimated allocation is $548,508, which includes:

- $523,508 – Estimated entitlement allocation (based on the 2025 allocation)
- $25,000 – Estimated program income from loan repayments

City of Hanford CDBG Process:

Consolidated Plan
In compliance with federal regulations, HUD requires the City to prepare a five-year Consolidated Plan. The City Council approved the current plan on May 7, 2024, covering Program Years 2024–2028. The Consolidated Plan identifies community needs, establishes funding priorities, and outlines strategic goals for CDBG funds.

Annual Action Plan
Each year, the City must submit an Annual Action Plan (APP) to HUD detailing the specific activities and funding allocations for that program year. The plan is submitted to HUD by May 15th annually. Public outreach is an integral component of the planning process and includes community meetings, stakeholder engagement, and opportunities for public comment to ensure transparency and community participation.

Project Selection and Funding

CDBG-funded activities must meet at least one of three national objectives:

1. Benefit low- and moderate-income (LMI) persons (minimum 70% of funds must meet this objective)
2. Aid in the prevention or elimination of slums and blight
3. Address urgent needs posing an immediate threat to community health or welfare

Since 2004, the City of Hanford has received approximately $550,000 annually in CDBG funding.

Eligible Activities
CDBG funds may be used for the following eligible activities:

- Public Services: Job training, childcare, crime prevention, Fair Housing counseling *(Limited to 15% of the annual allocation)*
- Housing Activities: Homeownership assistance, housing rehabilitation, lead-based paint abatement
- Economic Development: Microenterprise assistance, commercial rehabilitation, special economic development projects
- Public Facilities & Improvements: Infrastructure improvements such as water/sewer lines, streets, and public facilities
- Other Eligible Activities: Property acquisition, clearance, and rehabilitation of commercial or industrial buildings
- Planning and Administration: Program oversight and coordination *(Limited to 20% of the total allocation)*

CDBG Funding Categories & Spending Limits
Estimated PY 2026 Allocation Distribution:

- Public Services: $82,276 (15%)
- Program Administration: $109,702 (20%)
- Housing Rehabilitation: $156,530
- Public Improvements / Community Enhancement: $200,000

Summary
The CDBG Annual Action Plan process ensures that federal funds provided by HUD are strategically allocated to address community priorities identified in the City's five-year Consolidated Plan. By complying with federal regulations, engaging the public, and adhering to national objectives and spending caps, the City of Hanford continues to leverage CDBG funds to support housing, infrastructure, economic development, and essential public services for low- and moderate-income residents.

NEXT STEPS
Following this Study Session and receipt of Council feedback, staff will:

1. Finalize the PY 2026 Annual Action Plan;
2. Conduct the required public review period;
3. Return to City Council on May 5th for final consideration and approval; and
4. Submit the plan to HUD by the May 15 deadline.

FISCAL IMPACT:

The CDBG program is federally funded. There is no impact to the City's General Fund associated with this allocation.

ATTACHMENTS:

None

AGENDA
STAFF REPORT

MEETING DATE: 3/3/2026	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Approval of the Minutes of the February 3, 2026 Meeting

RECOMMENDATION:

Recommendation: Approve the February 3, 2026, Meeting Minutes.

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:
1. February 3, 2026 Meeting Minutes

City Council Regular Meeting
Minutes
February 3, 2026 7:00 PM
Council Chambers
400 N. Douty St.

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

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

ROLL CALL BY THE CITY CLERK:

Present:	Absent:
Council Member Mark Kairis Council Member Travis Paden Council Member Lou Martinez Council Member Kimber Regan - LATE Council Member Nancy Howze	

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.*

Judy Scott shared her insights on what the community is looking for in its parks.

Bob Ramos commented on the Planning Commission vacancies.

William Lynch commented on Main Street Hanford's continued involvement in the community.

STUDY SESSION:

A. Presentation from Thorn Run Partners to The City of Hanford City Council on federal legislative updates and outlook for 2026

Greg Burns, Lobbyist, provided an update and outlook for the Council's review and feedback. The Council thanked Mr. Burns for his presentation and all his work.

B. Planning Commission Appointments – Interview of Finalist Candidates

City Manager Chris Tavarez provided a brief review of the process and the Council interviewed the four (4) candidates: Lisa McIlwaine, Cecily Esparza, Parveer Gill, and Jonathan Juarez.

C. Receive an annual report presentation from Main Street Hanford

Main Street Hanford Director Michelle Brown presented Main Street's annual report with event and business highlights. Ms. Brown answered questions from the Council.

Mayor Kairis adjourned the study session at 5:49 p.m.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

A. CONFERENCE WITH LEGAL COUNSEL-PROPERTY NEGOTIATIONS (GC 54956.8)
APN: 010-270-021 330 N. Harris Street
Agency Negotiators: Chris Tavarez and Ty Mizote
Negotiating Party: Great Valley Holdings, LLC (Stu Clark)

CALL TO ORDER REGULAR SESSION:

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

ROLL CALL:

Present:	Absent:
Council Member Mark Kairis Council Member Travis Paden Council Member Lou Martinez Council Member Kimber Regan Council Member Nancy Howze	

INVOCATION:

The invocation was led by Pastor Bobby Guerra.

FLAG SALUTE:

The flag salute was led by Council Member Martinez.

CLOSED SESSION ACTION REPORT:

None.

RECOGNITION:

A. Recognition of the Hanford PAL Boxing Club and its boxers, Nicolas Romo, Noel Mejia, David Vale, Adrian Arriloa, Leonardo Mendoza, Aiden Avila, Zayden Hernandez and Isaac Galindo for achieving the highest win percentage and being honored by USA Boxing.

The Council recognized the Hanford PAL Boxing Club and its boxers.

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.

Rose Shapley commented on bike paths and missing signage. She requested a meeting with the City Manager to discuss her concerns.

Myrna Bradish, So CalGas Company Branch Manager, asked that the city support keeping the Hanford Branch open for the community. She provided the dates for the upcoming public hearing. She also answered questions from the Council.

Bob Ramos commented on Hidden Valley Park. He stated that the community wants parkland.

Whitney (last name not provided) shared her background as a teacher and coach. She expressed concerns about being attacked due to information related to online research and asked if the city can assist with the matter.

Leonor Hollis, District Liaison for Woodrow Wilson Junior High School, commented on funds spent on street safety near the school. She also shared concerns about the safety of students walking to school in the fog.

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.

The Council pulled consent items B, C, and F. Motion to approve the consent calendar except for the items pulled for separate discussion.

RESULT:	**Passed (UNANIMOUS)**
MOVER:	Council Member Nancy Howze
SECONDER:	Council Member Travis Paden
AYES:	Mark Kairis, Travis Paden, Lou Martinez, Kimber Regan, Nancy Howze

A. Waive reading in full of resolutions and ordinances and approval and adoption of same by reading the title only.

B. Utilities and Engineering: Approval of the establishment of a pre-qualified list of Materials Testing and Geotechnical Engineering Consultants to perform on-call professional services as needed, and authorization for the City Manager to execute professional services agreements with the selected firms for On-Call Materials Testing and Geotechnical Consultant Services (RFQ No. 2026-10).

C. Utilities and Engineering: Approval a contract with VANIR Construction Management, Inc. for On Call Construction Inspector Services for the months of February through April 2026 at a Not to Exceed cost of $85,500; and, Authorization for the City Manager to extend services for up to nine additional months at an estimated $29,380 per month if services are still required.

PULLED CONSENT ITEMS:

A. Administration: Approve Resolution 26-06-R authorizing the Mayor to sign letters of support for advocacy items identified by the League of California Cities

[Item B]

Pulled by Council Member Paden.

Council Member Paden expressed concerns about authorizing the Mayor to sign letters of support on behalf of the entire City Council and stated that he was opposed to the authorization. The Mayor explained the reason for requesting Council approval. After much discussion, the Mayor pulled the item from the consent calendar. No action was taken.

B. Community Development: Waive the 2nd Reading and Adopt Ordinance No. 25-13, approving Prezone No. 0013-24, request to prezone 78.16 acres as R-M Medium-

Density Residential and 5.45 acres as MX-N Neighborhood Mixed Use, consistent with General Plan Amendment No. 0009-24 and prezone 51.92 acres as R-L-5 Low-Density Residential and 6.32 acres as C-N Neighborhood Commercial, consistent with the General Plan Designation. The prezone pertains to property located north of Grangeville Boulevard, east of 9 1/4 Avenue (APNs 014-143-022, 014-143-069, 014-143-078, 014-830-010, 014-830-011, and 014-830-013 through -018).

[Item C]

Council Member Paden pulled the item to recuse himself from the discussion and vote.

Motion to Approve.

RESULT:	**Passed**
MOVER:	Council Member Nancy Howze
SECONDER:	Council Member Kimber Regan
AYES:	Mark Kairis, Lou Martinez, Kimber Regan, Nancy Howze
ABSTAIN:	Travis Paden

C. Public Works: Authorize the City Manager to award a construction contract for The Plunge Slide Pool Repairs to Burkett's Pool Plastering, Inc, of Ripon, CA, in the amount of $58,152.00.

[Item F]

Pulled by Council Member Martinez.

Public Works Director Russ Sterling provided details of the project and answered questions from the Council.

Motion to Approve.

RESULT:	**Passed (UNANIMOUS)**
MOVER:	Council Member Lou Martinez
SECONDER:	Council Member Travis Paden
AYES:	Mark Kairis, Travis Paden, Lou Martinez, Kimber Regan, Nancy Howze

GENERAL BUSINESS:

A. Community Development: Authorization to award a contract to Rincon Consultants, Inc., for an amount not to exceed $189,277.00 for preparation of an Agricultural Mitigation Program and Feasibility Study

Deputy City Manager Jason Waters and Assistant Planner Maddison Faria provided the background and overview of the program and study. Staff answered questions from the Council.

Motion to Approve.

RESULT:	**Passed (UNANIMOUS)**
MOVER:	Council Member Nancy Howze
SECONDER:	Council Member Lou Martinez
AYES:	Mark Kairis, Travis Paden, Lou Martinez, Kimber Regan, Nancy Howze

B. Finance: Presentation to the City Council regarding the timing of the Transient Occupancy Tax (TOT) ballot measure.

Senior Administrative Analyst Sarah Wilborn provided an overview and requested the Council's direction. Staff responded to questions from the Council. By consensus, the Council directed staff to present the ballot measure to the voters at the Primary Election on June 2, 2026.

Motion to Approve.

RESULT:	**Passed (UNANIMOUS)**
MOVER:	Council Member Travis Paden
SECONDER:	Council Member Lou Martinez
AYES:	Mark Kairis, Travis Paden, Lou Martinez, Kimber Regan, Nancy Howze

C. Community Development: Appointment of Planning Commission Members

Deputy City Manager Waters provided the Council with the interview results and requested direction. By motion, the Council appointed Lisa McIlwaine, Cecily Esparza, and Parveer Gill to the Planning Commission vacancies and designated the fourth candidate, Johnathan Juarez, as eligible to fill any future unscheduled vacancies.

Motion to Approve.

RESULT:	**Passed (UNANIMOUS)**
MOVER:	Council Member Mark Kairis
SECONDER:	Council Member Nancy Howze
AYES:	Mark Kairis, Travis Paden, Lou Martinez, Kimber Regan, Nancy Howze

COUNCIL REPORTS/GENERAL REPORTS:

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

The Council discussed the events and meetings they attended.

A. INFORMATION REPORT — DECEMBER WARRANT REGISTER

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)

None.

A. Council Future Agenda Items

B. Upcoming Events and Important Dates:

February 5: City Manager Swearing-in ceremony 5:00 pm - 6:00 pm at the Civic Auditorium Council Chambers
February 11: City/County Coordinating Meeting hosted by the City of Lemoore
February 17: Regular City Council Meeting
February 16: City offices will be closed in observance of Presidents' Day

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}

Mayor Kairis adjourned the meeting at 8:30 p.m.

Respectfully submitted,

Natalie Corral
City Clerk

AGENDA
STAFF REPORT

MEETING DATE: 3/3/2026	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Authorization to Submit HOME Investment Partnership Program Income Application

---

RECOMMENDATION:

1. Adopt Resolution No. 26-13-R approving the submittal of a HOME Investment Partnerships Program Income (PI) Application to continue implementation of the First-Time Homebuyer Program and to provide homeowner rehabilitation assistance;

2. Authorize the Mayor to execute all documents necessary to implement the HOME Investment Partnerships Program, including agreements and contracts; and

3. Authorize the City Manager and the Community Development Director to execute, on behalf of the City, all project drawdown requests and administrative documents required by HCD or the U.S. Department of Housing and Urban Development (HUD), ensuring that all Program Income is administered in compliance with 24 CFR Part 92 and all applicable State and federal HOME program requirements.6

BACKGROUND:

In 2022, the California Department of Housing and Community Development (HCD) temporarily paused the HOME Investment Partnerships Program while updating State Guidelines. During this pause, First-Time Homebuyer Program (FTHB) loan payoffs increased due to property sales and refinancing, generating Program Income (PI) of approximately One Million Eight Hundred Sixty-Eight Thousand One Hundred Eighty-Nine Dollars ($1,868,189).

The City's Housing Division has updated program guidelines to comply with new State and federal requirements:

- First-Time Homebuyer Program: Guidelines submitted to HCD and pending final approval.
- Homeowner-Occupied Rehabilitation Program: Guidelines will be updated and submitted to HCD for approval.

HCD has invited the City to apply for use of the available funds. Approval will enable continued

implementation of the City's First-Time Homebuyer and Homeowner-Occupied Rehabilitation Programs, supporting the housing goals outlined in the 2024–2032 Housing Element.

FISCAL IMPACT:

The estimated **$1,868,189** in Program Income will fund FTHB and OOR program activities. No additional General Fund resources are required. Access to these funds depends on HCD's approval of the submitted guidelines and the City's application to utilize the available HOME funds.

ATTACHMENTS:

1. Resolution No. 26-13-R

RESOLUTION NO. 26-13-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD AUTHORIZING THE SUBMITTAL OF A HOME INVESTMENT PARTNERSHIPS PROGRAM INCOME APPLICATION AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS:

A. The California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.

B. On, the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA").

C. In response to the NOFA, February 11, 2025, the City of Hanford wishes to apply to the Department for, and receive an allocation of HOME funds.

WHEREAS, the City of Hanford previously received HOME Investment Partnerships Program (HOME) funds from the California Department of Housing and Community Development (HCD) to implement the City's First-Time Homebuyer and Homeowner Occupied Programs; and

WHEREAS, loan repayments received from participants of the City's First-Time Homebuyer and Homeowner Occupied Programs have generated Program Income (PI) that may be reused to provide additional housing assistance; and

WHEREAS, the California Department of Housing and Community Development has invited the City to submit an application for the use of available HOME Program Income funds, currently estimated at One Million Eight Hundred Sixty-Eight Thousand One Hundred Eighty-Nine Dollars ($1,868,189); for the following programs:

City's First-Time Homebuyer and Homeowner Occupied located in Hanford, California

WHEREAS, approval of this application will allow the City to continue its City's First-Time Homebuyer and Homeowner Occupied Programs in accordance with the City's adopted Housing Element and Consolidated Plan go

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hanford as follows:

1. The City Council hereby approves the submittal of a HOME Investment Partnerships Program Income (PI) Application to the California Department of Housing and Community Development.
2. The Mayor is authorized to execute all documents related to the HOME Program on behalf of the City of Hanford.
3. The City Manager and Community Development Director are authorized to execute all project drawdown requests and administrative documents required by HCD.

PASSED, APPROVED, AND ADOPTED at the regular meeting of the City Council of the City of Hanford dully called and held on March 3rd, 2026 by the following vote.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

_____

Mark Kairis, Mayor

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 3rd day of March 2026.

Date: _____

_____

City Clerk

AGENDA
STAFF REPORT

MEETING DATE: 3/3/2026	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Adopt a Resolution Approving a Historic Resources Application for 325 N. Douty Street (APN 010-276-001) – Superior Dairy

RECOMMENDATION:

Recommendation:

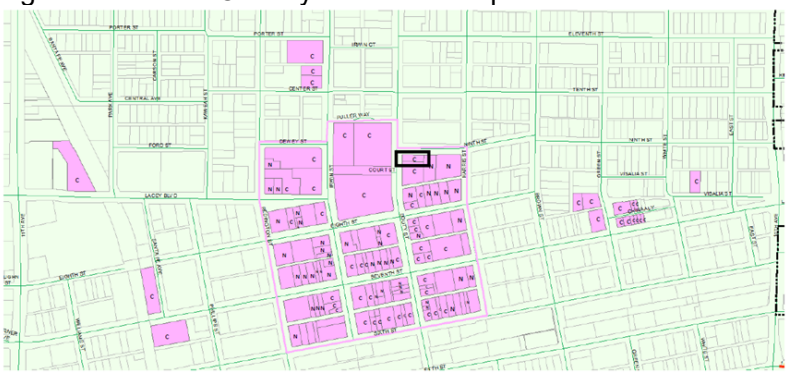
Staff recommends that the City Council, by motion, adopt Resolution 26-14-R conditionally approving Historic Resources Permit 0020-26.

Recommended Motion:

I move to adopt Resolution 26-14-R conditionally approving Historic Resources Permit 0020-26.

BACKGROUND:

PROJECT: Historic Resources Permit 0020-26, a request to allow various modifications to the 9th Street and Douty Street frontages for 325 N. Douty Street, as well as the eastern frontage facing the City Hall parking lot, including installation of modified doors, windows, an awning, and a new mechanical platform/guardrail to house air handling equipment on the roof. The property is designated as a contributing building within the Historic Overlay Zone.
LOCATION: The project is located at 325 N. Douty Street (APN 010-276-001).
The property is a contributing building located in the Historic District, shown below outline in black:
Figure 1: Historic Overlay Zone and Properties



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

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

Section 17.48.040

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

Section 17.48.070

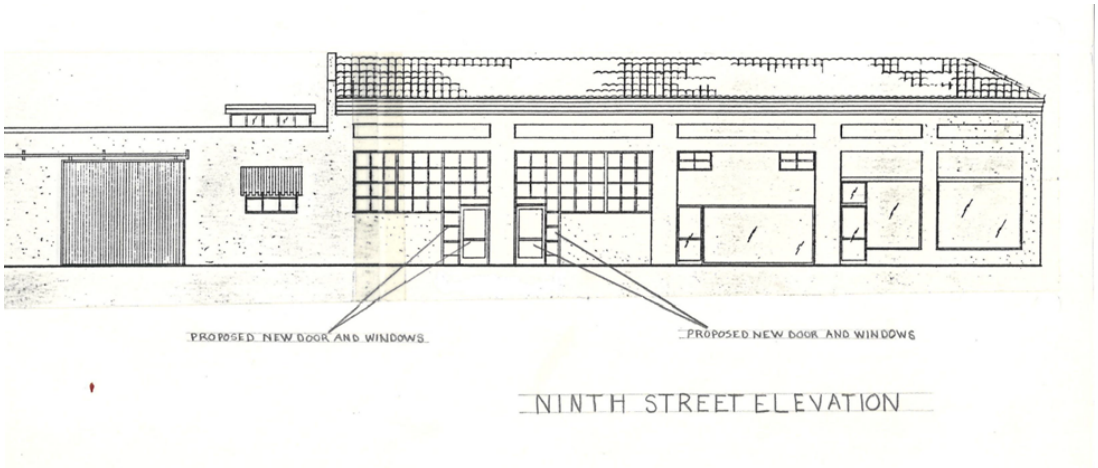
A. A historic resource permit shall be required for any alteration of the exterior features of a building within a designated historic district, or a designated historic building or site, or to construct a new building or improvements upon property within a designated historic district except as otherwise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

Applications for permits requiring City Council approval shall be placed on the next regular meeting of the City Council. The City Council may approve, approve with conditions, or deny the permit.

Building Description

According to historic records, maintained by the Community Development Department, it is estimated the building was constructed in the years 1929-1930. In 1989, Historic Resources Permit 89-07 was conditionally approved, which proposed the installation of two new door openings to match the existing entry dimensions, and the installation of small paned windows adjacent to the new entries to match those on the north façade. The doors were to be glass with an anodized bright aluminum finish, and the windows were to be metal framed to match those existing. Though approved, the applicant decided not to move forward with the modifications, as proposed.

Figure 2: HRA 89-07



In 2014, under Historic Resource Permit 2014-01, it was concluded that pink, black, and white tiles proposed for the exterior of the building were consistent with the 2010 plan that was previously viewed and approved by Main Street Hanford.

Figure 3: Superior Dairy Frontage along Douty Street

Proposal

The applicant proposes various modifications to the building's north, west, and east frontages, including:

North Elevation Changes – Along 9th Street

1. Repairing or replacing the existing awning (like for like: not subject to HRA)
2. Painting of window trim in Sherwin Williams Iron Ore (SW 7069), which is an approved historic color and therefore not subject to HRA)
3. Replacing the existing sliding door at the shipping and service entry with a new, overhead roll-up door
4. Installing a new mechanical platform and guardrail beyond existing roof line. The mechanical platform and guardrail will extend to 27 feet and 3.5 inches, above the existing 22 foot roof line. The guardrail will be painted Sherwin Williams – Agreeable Gray (SW 7029) (The color is an approved historical color)
5. Replacing two existing windows within their existing openings (HRA not required – like for like); the exterior wall to be painted to match the existing, as needed
6. Installing two new storefront doors in a former opening (formerly window and door openings), patching and repairing of the exterior wall to match the existing, as needed (white stucco);
7. Removing existing windows and infilling the wall to finish with material to match (white stucco)

8. Installing a new storefront door in existing window opening
9. Installing two new overhead roll-up doors proposed in existing window openings, patching and repairing of the exterior wall to match, as needed (white stucco)
10. Removing an existing awning
11. Installing new exterior wall mounted lighting in six locations
12. Adding new stucco detailing with natural stone in-lay in six locations
13. Adding of a new sign (approximately 32 sq. ft.) and signage lighting proposed
14. Adding a new canvas awning proposed on 9th Street, proposed to match material of existing awnings

West Elevation Changes – Along Douty Street

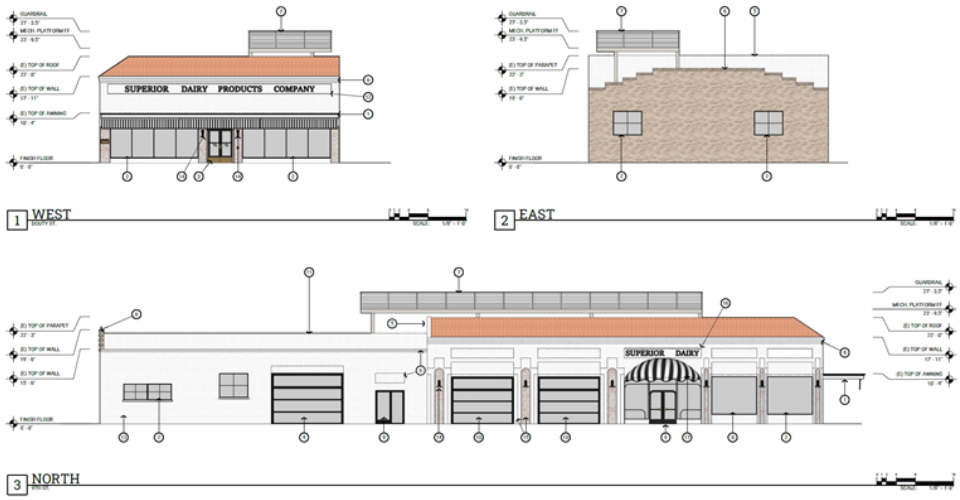
1. Repairing or replacing the existing awning (like for like: not subject to HRA)
2. Painting of window and door trim in Sherwin Williams – Iron Ore (SW 7069) (approved historic color – not subject to HRA)
3. Installing a new mechanical platform and guardrail beyond existing roof line. The mechanical platform and guardrail will extend to 27 feet and 3.5 inches, above the existing 22 foot roof line. The guardrail will be painted Sherwin Williams – Agreeable Gray (SW 7029) (The color is an approved historical color)
4. Installing two new exterior wall mounted lighting in two locations

East Elevation Changes – Along Parking Lot behind City Hall

1. Painting of window and door trim in Sherwin Williams – Iron Ore (SW 7069) (approved historic color – not subject to HRA)
2. Installing a new mechanical platform and guardrail beyond existing roof line. The mechanical platform and guardrail will extend to 27 feet and 3.5 inches, above the existing 22 foot roof line. The guardrail will be painted Sherwin Williams – Agreeable Gray (SW 7029) (The color is an approved historical color)

The proposal is attached – **Attachment 1.**

An evaluation of the changes proposed against the existing conditions appears as **Attachment 2.**



Evaluation - Generally

17.48.055 Ordinary maintenance and repairs.

A. Nothing in this chapter shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any property subject to this chapter if the maintenance or repair does not involve a

change in the design, material, color or external appearance thereof.

B. This chapter shall not prevent the construction, reconstruction, alteration, restoration, demolition or removal of any such feature when the Building Official certified to the City Council that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the Historical Building Code of the State of California.

C. No permit shall be required for ordinary maintenance and repairs as defined in this section.
Analysis: Since the rooftop mechanical pad was not previously existing, staff cannot consider this as ordinance maintenance/repair of an exterior architectural feature; therefore, the Historic Resource Permit process is necessitated. However, the construction of the mechanical platform and guardrail is required for compliance with current California Energy Code.

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

6. Deteriorated architectural features shall be repaired, rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. The repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical or pictorial evidence, rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
Analysis: The applicant proposes to replace one existing door, modify existing windows into overhead roll-up doors and an entry door, and modify one existing door to be a window. While the applicant is proposing replacement rather than repair, the materials and colors proposed match existing colors and materials or colors and materials previously approved for this location.
C. Rehabilitation Standards. The provisions of this subsection are intended to provide reasonable design for the rehabilitation of historic buildings so that the basic historic and architectural presentation of the buildings is retained and enhanced.
2. Windows and Doors.

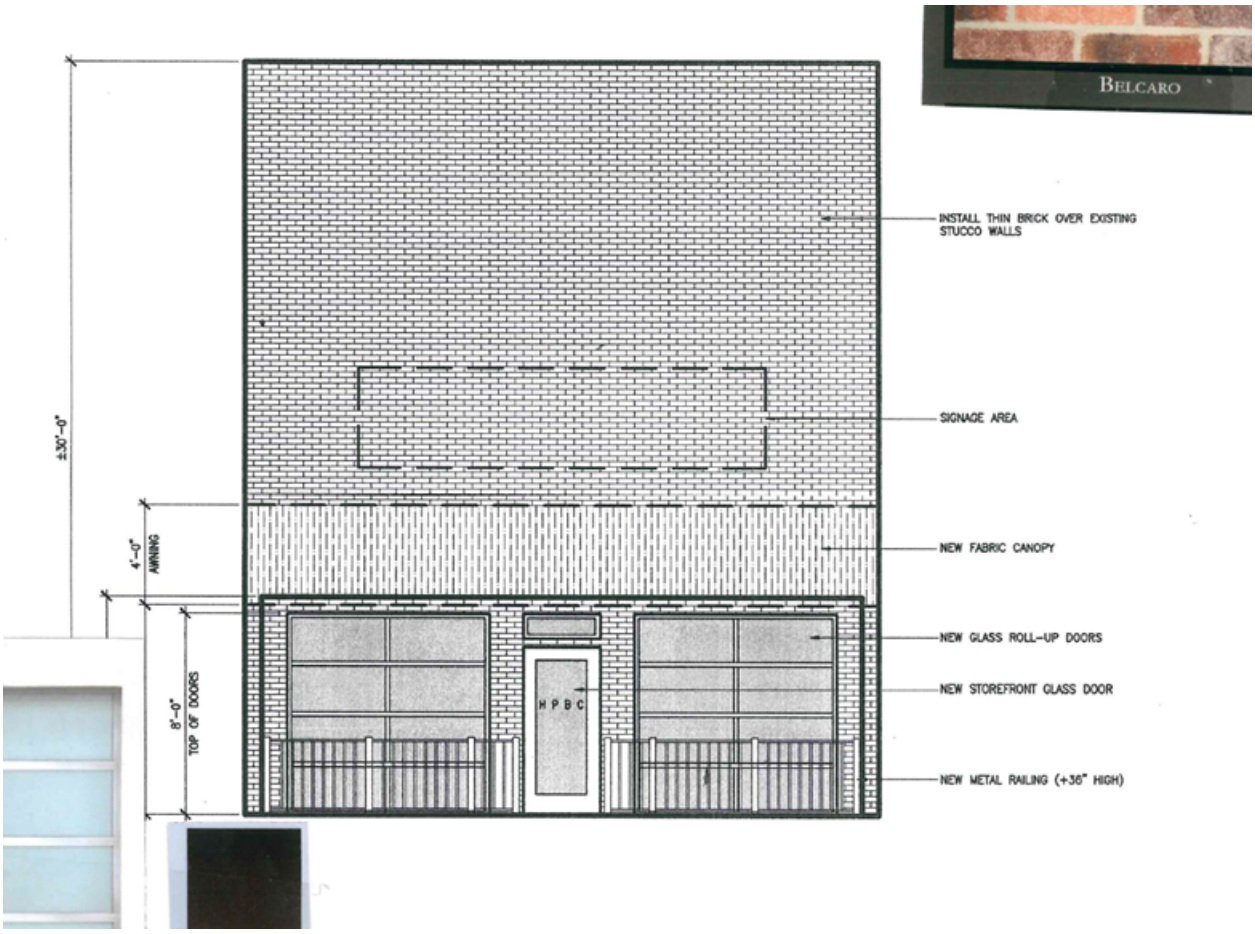
a. Where they still exist, the original sills, lintels, frames, sash, muntins, and glass of windows and transoms should be preserved. The original doorway elements, including sills, lintels, frames and the doors, should also be retained. When they must be replaced, the replacements should duplicate the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

b. Glass in windows, doors and transoms should be clear, except where documentary evidence indicates the original use of colored glass. Plastic materials should not be used in place of glass. Any existing small paned transoms should not be obscured on the exterior.

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

d. Decorative wood or metal lintels, brackets and any other window or doorway trim should be preserved and should be restored where possible.

e. In rehabilitation, the original number of panes in glassed areas should be used.
Analysis: Exterior materials are to remain where feasible and replaced with like-in kind materials where repairs and replacements are necessary. The original proportions of wall openings will be retained where replacements are proposed, and replicate proportions of openings previously approved by HRA 89-07 where new openings are proposed. Additionally, roll-up or overhead doors have been previously approved in the Historic District, under Historic Resource Permit No. 2018-02, pertaining to Hop Forged Brewery. *It shall be noted, the Hop Forged Brewery, located at 106 W. Seventh Street is considered a noncontributing building in the Historic Overlay Zone.*



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

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

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

c. Where brick has been painted, repainting in a color which approximates that of the natural brick is appropriate. Mortar joints might also be suggested in a color approximating the natural color of the mortar (not a pure white). Depending on the paint history of a building, grayish-white paint may be an acceptable alternative for the façade. Where brick was unpainted and remains unpainted, the use of paint on the exterior shall be discouraged, since unpainted brick is a strong design tradition in the historic district.

d. Paint colors which were not produced or used during the early twentieth century should be discouraged in the historic district. Bright, new colors are to be avoided, even when used sparingly.
Analysis: Roofing material, brick, stucco, and awning to remain as existing or be repaired with like-in kind materials as necessary. Color proposed for mechanical platform and guardrail is Sherman Williams, Agreeable Gray, SW 7092. Color proposed for doors and windowpanes is Sherman Williams Iron Ore, SW 7069. Color and material

proposed for stucco inlay is Walker Zanger- pink onyx, extra polished. Colors proposed shall be replaced with closest approved color from Benjamin Moore Historic Collection for platform, guardrail, doors, and windowpanes. The case can be made that pink-onyx closely resembles color and material of existing and previously approved exterior pink tiles.

Conclusion:

Staff recommends approval of the Historic Resource Permit, as proposed, as the original materials, colors, and points of entry are being maintained as existing where feasible, or closely resemble previously approved plans.

FINDINGS FOR APPROVAL

In accordance with Section 17.48 of the Hanford Municipal Code, staff recommends the applicant's request be conditionally approved.

Staff recommends conditional approval of Historic Resources Permit HRA0020-26 and that the conditional approval of the historic resources permit will allow private investment in the Downtown area, enhance property values, allow the increase of economic and financial benefits to the City and its property owners and inhabitants, and make the following findings:

1. That the proposed rehabilitation of the façade will not impact the Historic Overlay Zone since the recommended façade improvements will be consistent with the Historic Overlay Zone Design Guidelines.

2. That the proposed project will provide a complementary setting and environment in the Historic District.

3. That the proposed project will promote and encourage continued private ownership and utilization of structures so that the objectives set forth in this section can be attained under this policy.

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

RECOMMENDATION – CONDITIONS OF APPROVAL

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

Staff recommends that the City Council adopt Resolution 26-87-R, conditionally approving Historic Resources Permit No. 0020-26, with the following conditions:

1. That approval of this project does not exempt compliance with all applicable sections of the Zoning Ordinance, Public Works Improvement Standards, fees, or other City Ordinances.

2. That the alterations to the site be completed in accordance with the proposed changes. Future changes may be approved by the Community Development Director or forwarded to the City Council for review.

3. **That the door and window frames be painted Benjamin Moore Historic Color-190, Black, and that the mechanical platform and guardrail be painted Benjamin Moore Historic Color-105, Rockport Gray, so as to match existing colors and serving to replace proposed Sherman Willaims paint colors.**

Applicant:
Neil Miller
Exceed Design, Inc.
1543 See Canyon Rd.
San Luis Obispo,

Owner:
Jacob Zonneveld
325 N. Douty St.

Hanford, CA 93230

FISCAL IMPACT:

None

ATTACHMENTS:

1. Resolution 26-14-R

RESOLUTION 26-14-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD APPROVING HISTORIC RESOURCES PERMIT HRA0020-26, A REQUEST BY SUPERIOR DAIRY TO ALLOW VARIOUS MODIFICATIONS FOR 325 N. DOUTY STREET, INCLUDING INSTALLATION OF MODIFIED DOORS, WINDOWS, AN AWNING, AND A NEW MECHANICAL PLATFORM/GUARDRAIL TO HOUSE AIR HANDLING EQUIPMENT ON THE ROOF. WITHIN THE HISTORIC OVERLAY ZONE. THE PROJECT IS LOCATED AT 325 N. DOUTY STREET (APN 010-276-001).

At a regular meeting of the City Council of the City of Hanford duly called and held on March 3, 2026, at 7:00 p.m. in the Council Chambers of the Civic Auditorium, it was moved by Council Member _____, and seconded by Council Member _____, and duly carried, that the following resolution be adopted:

WHEREAS, an application, filed by Laurence Solis for Historic Resources Permit HRA0020-26, as shown in **Exhibit A**, was presented to the City Council; and

WHEREAS, the proposed project is located at 325 N Douty (APN 010-276-001); and

WHEREAS, the City Council of the City of Hanford, at a regular meeting on March 3, 2026, reviewed the request for Historic Resources Permit HRA0017-25; and

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

WHEREAS, the City Council of the City of Hanford reviewed the application for the Historic Resources Permit HRA0020-26 and found that the application is consistent with Section 17.48 of the Hanford Municipal Code, that the approval of the historic resources permit will allow private investment in the Downtown area, allow the increase of economic and financial benefits to the City and its property owners and inhabitants, and make the following findings:

1. That the proposed rehabilitation of the façade will not impact the Historic Overlay Zone since the building is designated as a noncontributing structure.

2. That the proposed project will provide a complementary setting and environment in the Historic District.

3. That the proposal will promote and encourage continued private ownership and utilization of structures so that the objectives set forth in Section 17.48 can be attained.

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

THEREFORE, BE IT RESOLVED that the City Council of the City of Hanford hereby approves Historic Resources Permit HRA0020-26, subject to the following conditions:

1. That approval of this project does not exempt compliance with all applicable sections of the Zoning Ordinance, Public Works Improvement Standards, fees, or other City Ordinances.

2. That the alterations to the site be completed in accordance with the proposed changes. Future changes may be approved by the Community Development Director or forwarded to the City Council for review.

3. That the door and window frames be painted Benjamin Moore Historic Color-190, Black, and that the mechanical platform and guardrail be painted Benjamin Moore Historic Color-105, Rockport Gray, so as to match existing colors and serving to replace proposed Sherman Willaims paint colors.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Hanford hereby approves Historic Resources Permit HRA0020-26. Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on March 3, 2026, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED: _____
MARK KAIRIS
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 3rd day of March, 2026.

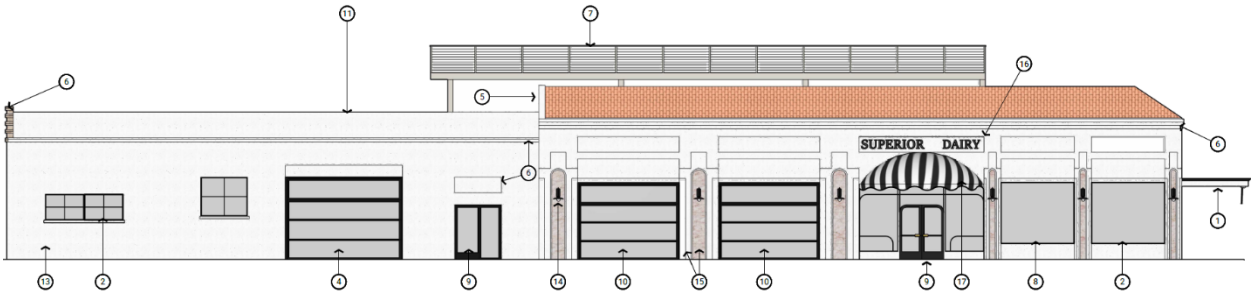
Date: _____

_____
NATALIE CORRAL
CITY CLERK

EXHIBIT A

Summary of Elevation Changes

North Elevation Changes – Along 9th Street

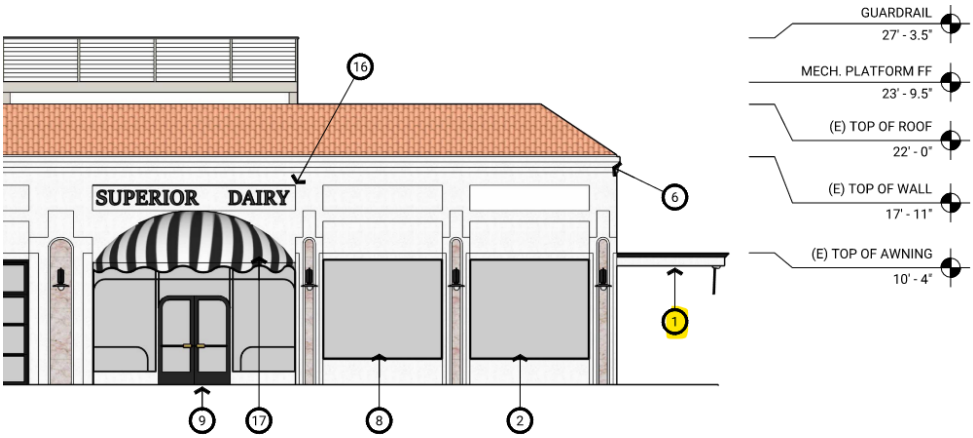


List of Numbered Items:

#1 Detail: Repair or replacement of the awning

Existing:

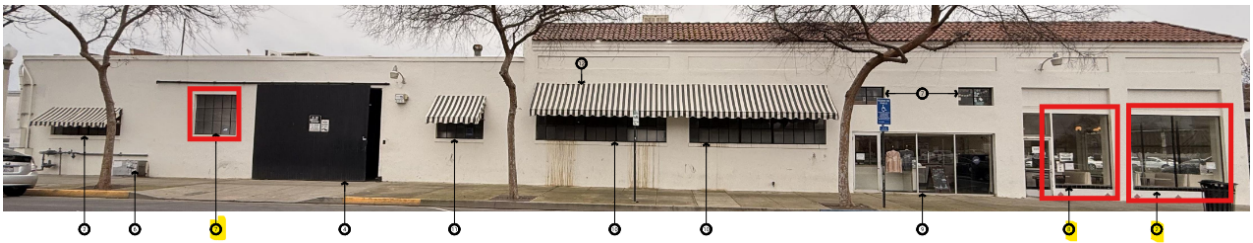
Proposed:



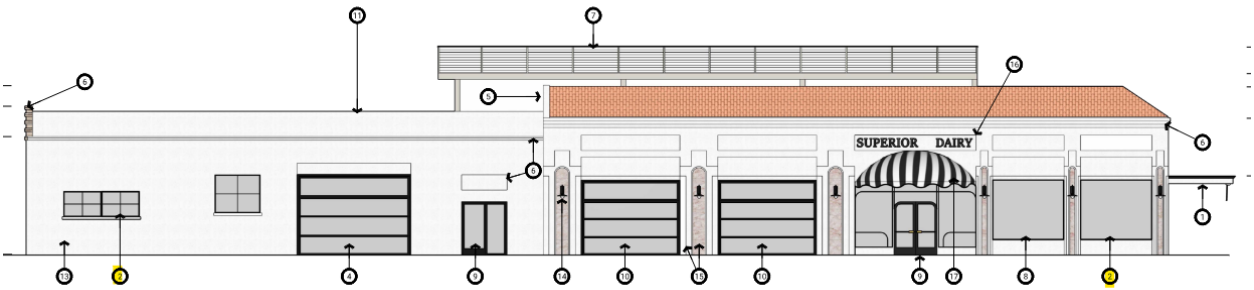
Analysis: Repair or replacement with like for like: not subject to historic resource permit

#2 Detail: Window trim to be painted SHERWIN WILLIAMS - IRON ORE, SW 7069

Existing:



Proposed:

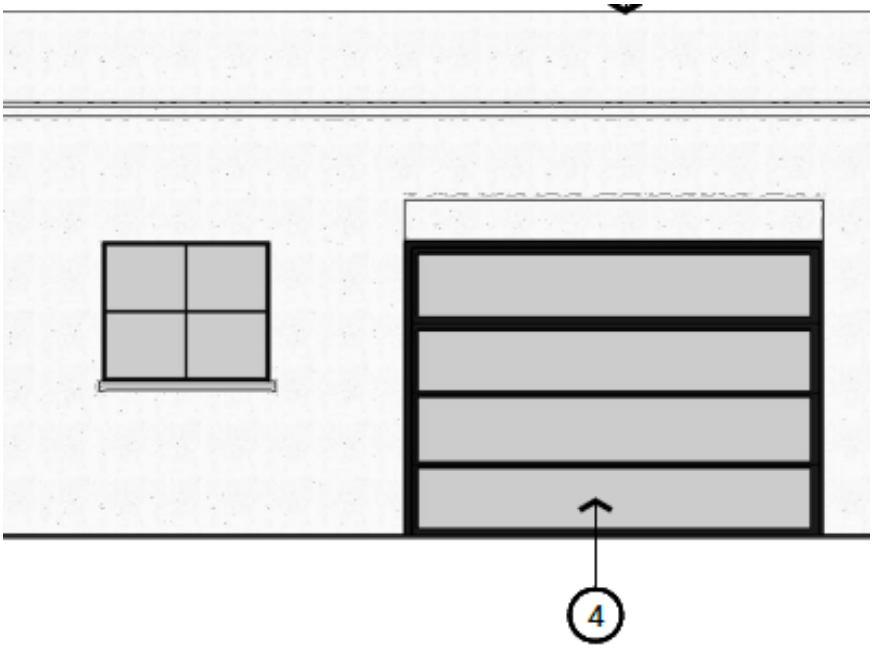


Analysis: Approved historic color – not subject to historic resource permit

#4 Detail: Existing sliding door at the shipping and service entry requested to be replaced with a new, overhead roll-up door

Existing:

Proposed:



Analysis: Historic Resource Required

17.48.150 Design Criteria. C

2. Windows and Doors.

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

b. Glass in windows, doors and transoms should be clear, except where documentary evidence indicates the original use of colored glass. Plastic materials should not be used in place of glass. Any existing small paned transoms should not be obscured on the exterior.

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

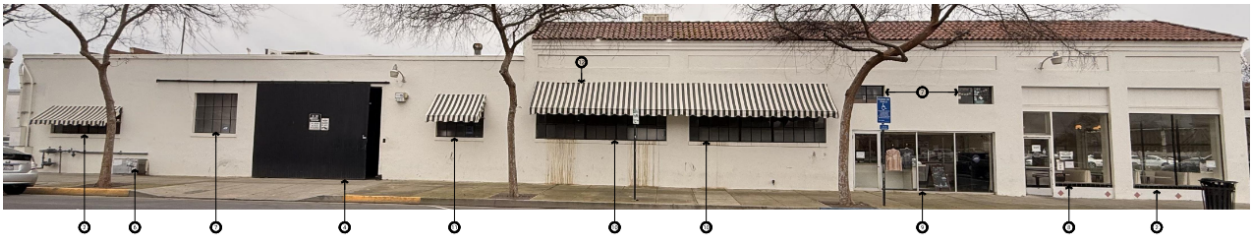
d. Decorative wood or metal lintels, brackets and any other window or doorway trim should be preserved and should be restored where possible.

e. In rehabilitation, the original number of panes in glassed areas should be used.

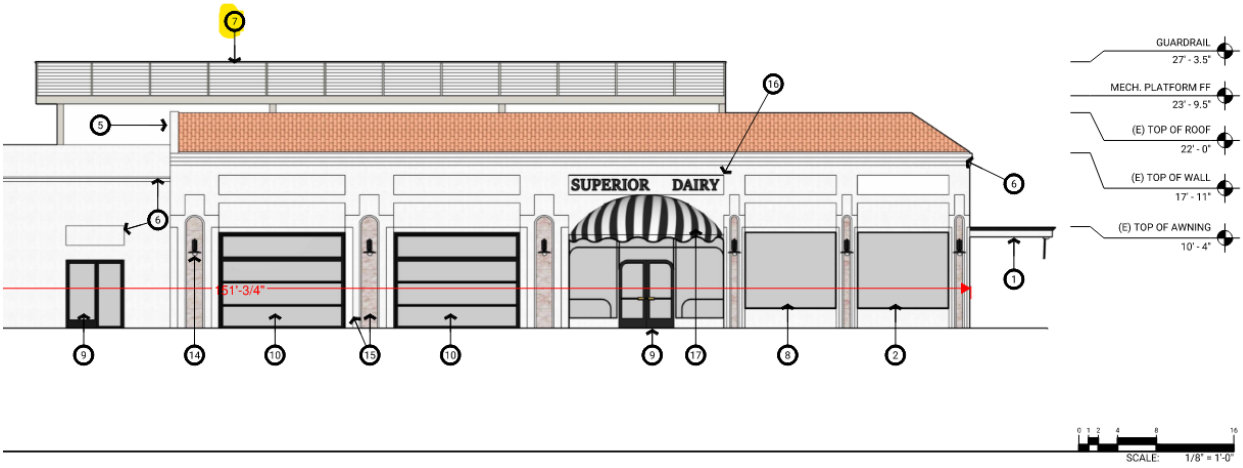
Analysis: Consistent with design guidelines. The original proportions of wall openings will be retained where replacements are proposed, and replicate proportions of openings previously approved by HRA 89-07 where new openings are proposed. Additionally, roll-up or overhead doors have been previously approved in the Historic District, under Historic Resource Permit No. 2018-02, pertaining to Hop Forged Brewery. *It shall be noted, the Hop Forged Brewery, located at 106 W. Seventh Street is considered a noncontributing building in the Historic Overlay Zone.*

#7 Detail: New mechanical platform and guardrail beyond existing roof line. The mechanical platform and guardrail will extend to 27 feet and 3.5 inches, above the existing 22 foot roof line. The guardrail will be painted Sherwin Williams – Agreeable Gray (SW 7029) (The color is an approved historical color)

Existing: (no guardrail present)



Proposed:



Analysis: **17.48.150 Design Criteria**

D. New Construction Standards. The construction standards proposed in this subsection are based on a combination of existing and historical design elements common to the historic district building materials common and identify the downtown Hanford commercial buildings. The standards will help to assure that new design, while contemporary, will be compatible with the existing building character. The building design shall be consistent with the historical design elements found on adjacent buildings and the total character of the streetscape.

11. False fronts or parapet walls should conceal roofs from the public view. Mansard, free form, and geometric roof shapes shall be prohibited.

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

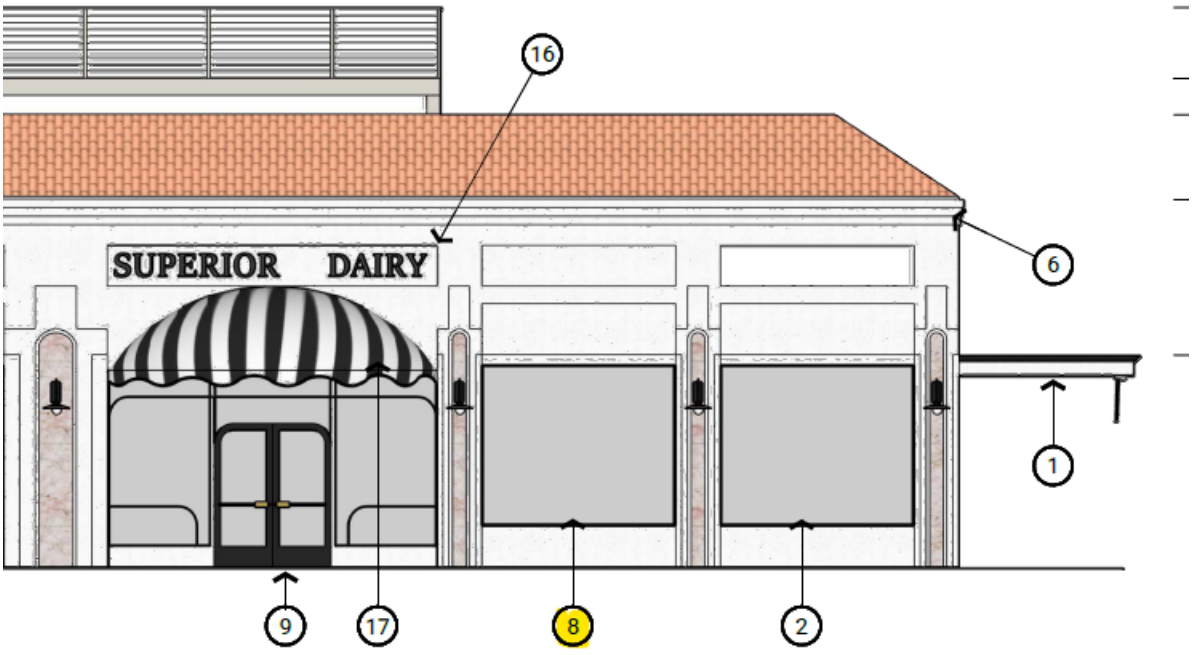
3. Roof-Mounted Equipment. Roof-mounted equipment should be located so that it is not generally visible from the adjoining streets or alleys and does not detract from the lines of the building.

Analysis: The guardrail is considered a parapet wall, an exterior wall which extends vertically above the roof line, and is intended to conceal required roof-mounted mechanical equipment from public view. The addition is consistent with the new construction standards and general building standards.

#8. Detail: Replacement of window in the existing opening to match the existing window in the same wall (patch and repair); exterior wall to be painted to match the existing, as needed.

Existing:

Proposed:



Analysis:

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

2. Windows and Doors.

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

Analysis: The applicant proposes the replacement of the window in the existing opening to match the existing window in the same wall consistent with the rehabilitation standards.

#9 Detail: Two new storefront doors in the existing openings, patch and repair the exterior wall to match the existing, as needed (white stucco); remove existing windows (above), infill wall and finish with material to match (white stucco) (shown in 7 below)

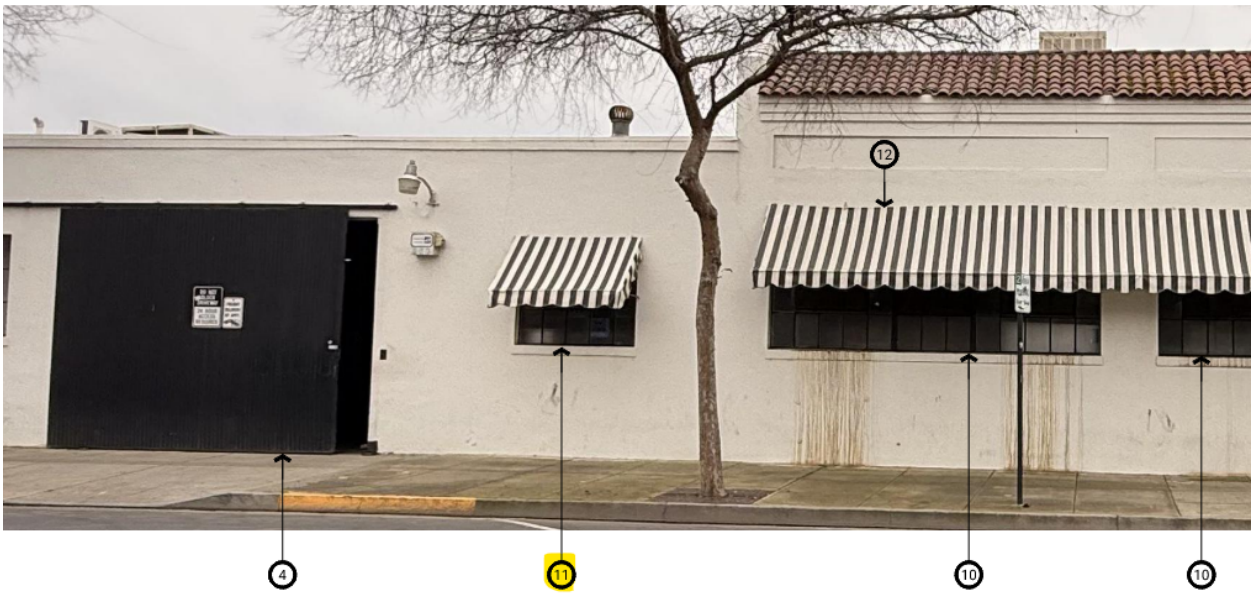
Replacement 1:

Existing:

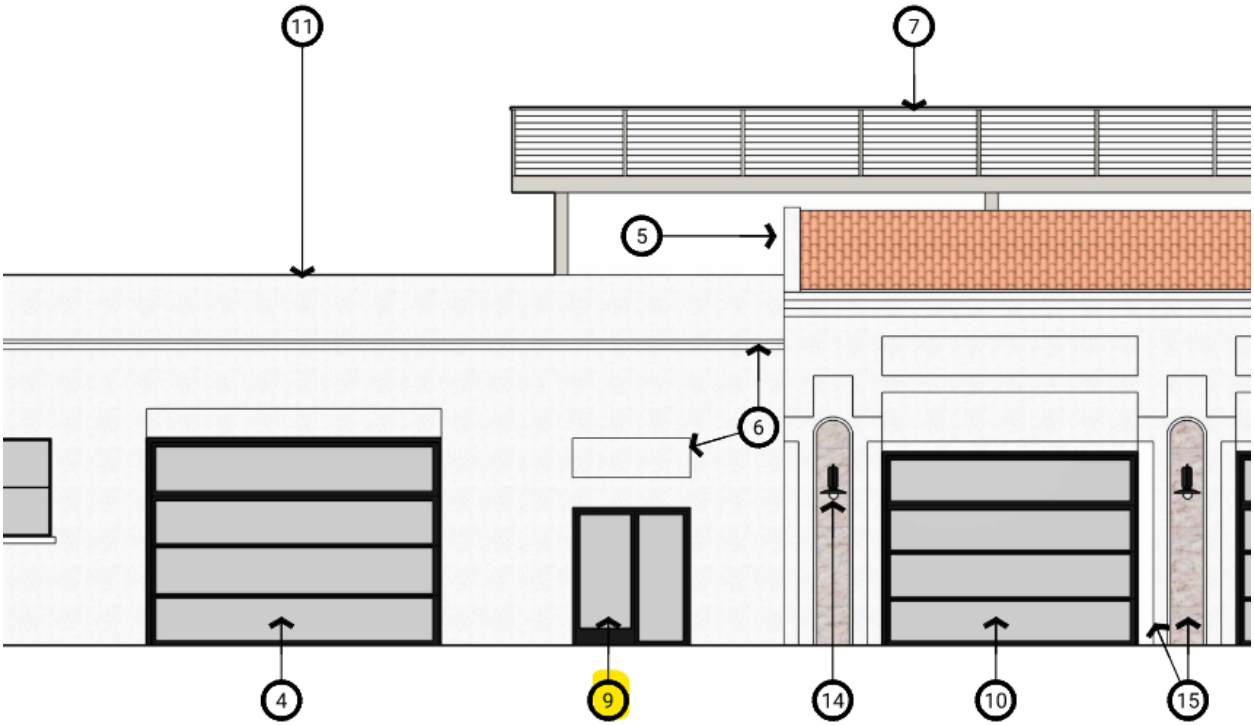
Proposed:

Replacement 2:

Existing:



Proposed:



Proposed location of new storefront door in existing window opening

Analysis: Historic Resource Required

17.48.151 Design Criteria. C

2. Windows and Doors.

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

b. Glass in windows, doors and transoms should be clear, except where documentary evidence indicates the original use of colored glass. Plastic materials should not be used in place of glass. Any existing small paned transoms should not be obscured on the exterior.

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

d. Decorative wood or metal lintels, brackets and any other window or doorway trim should be preserved and should be restored where possible.

e. In rehabilitation, the original number of panes in glassed areas should be used.

Analysis: Consistent with design guidelines. The original proportions of wall openings will be retained where replacements are proposed, and replicate proportions of openings previously approved by HRA 89-07 where new openings are proposed. The proposal is consistent with the design criteria set forth.

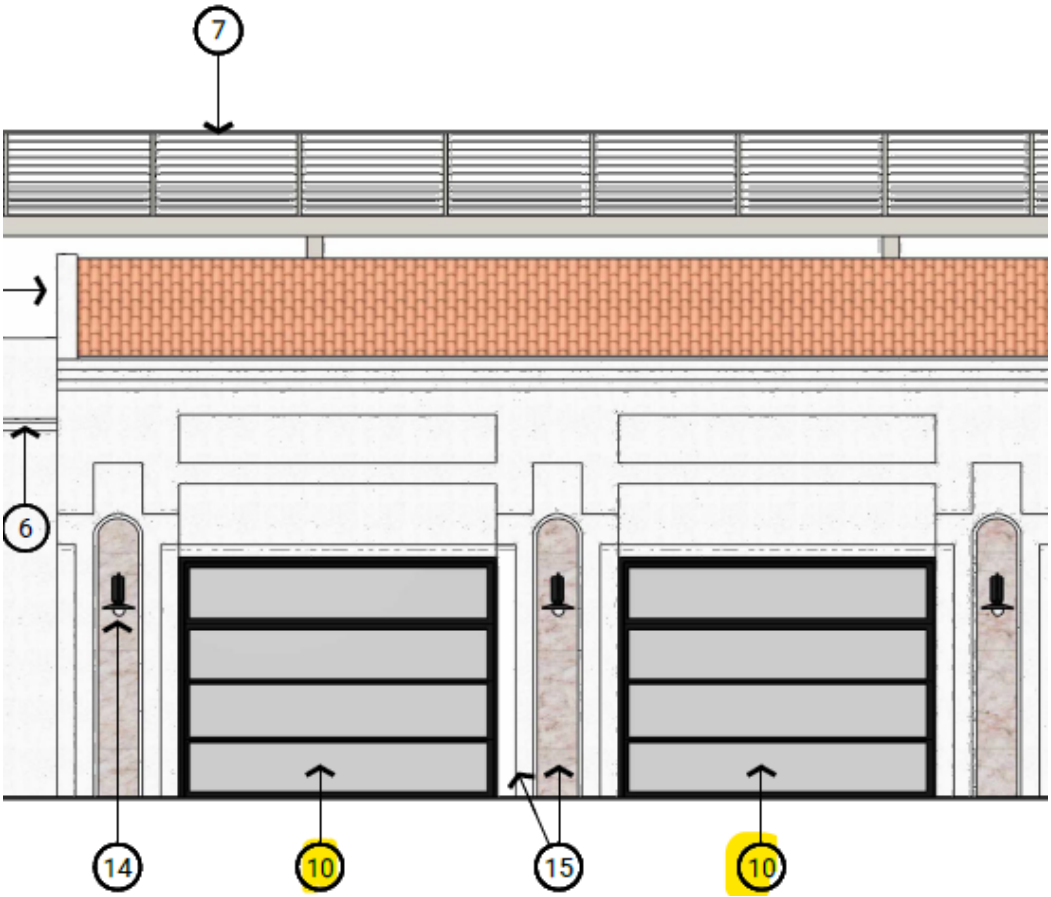
#10. Detail: New overhead roll-up door proposed in existing window openings, patch and repair the exterior wall to match, as needed (white stucco) (12) remove existing awning

DOOR SPECIFTCATION ON THIS SHEER FOR RENLITA S-2000 HINGEWAY

S-2000
HINGEWAY
Dual-Panel Counterweight
Balanced Vertical Opening

S-2000 HINGEWAY

Existing: Existing awning on 9th Street to be removed



Analysis: Historic Resource Required

17.48.152 Design Criteria. C

2. Windows and Doors.

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

g. Glass in windows, doors and transoms should be clear, except where documentary evidence indicates the original use of colored glass. Plastic materials should not be used in place of glass. Any existing small paned transoms should not be obscured on the exterior.

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

i. Decorative wood or metal lintels, brackets and any other window or doorway trim should be preserved and should be restored where possible.

j. In rehabilitation, the original number of panes in glassed areas should be used.

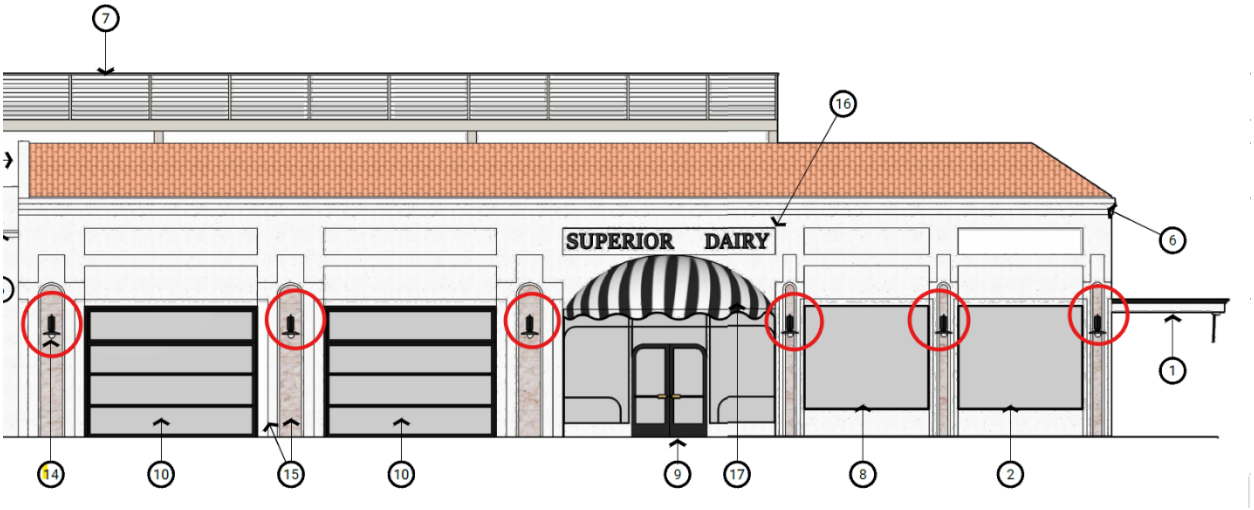
Analysis: Consistent with design guidelines. The original proportions of wall openings will be retained where replacements are proposed, and replicate proportions of openings previously approved by HRA 89-07 where new openings are proposed. Additionally, roll-up or overhead doors have been previously approved in the Historic District, under Historic Resource Permit No. 2018-02, pertaining to Hop Forged Brewery. *It shall be noted, the Hop Forged Brewery, located at 106 W. Seventh Street is considered a noncontributing building in the Historic Overlay Zone.*

#14. Detail: New exterior wall mounted lighting in six locations

URBAN ELECTRIC - UE-2110WR, PROPOSED WALL MOUNTED LIGHT FIXTURE ON 9TH ST.

Existing:

Proposed:



Analysis: Historic Resource Permit Required

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

1. Storefronts.

> d. The architectural integrity of a buildings storefront in the historic district should be preserved. Accessories, such as light fixtures, which do not imitate the designs of these eras should be prohibited. Designs appropriate to the years during which the buildings in the historic district were constructed should be encouraged.

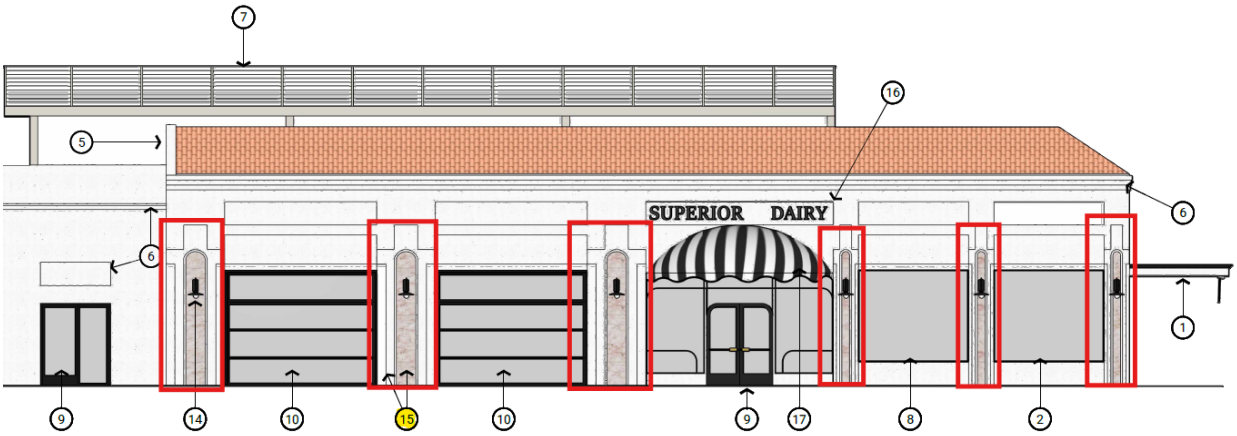
Analysis: The lights proposed are appropriate to the years the building was constructed (1929).

 # 15. (HRA Required) New stucco detailing with natural stone in-lay in six locations

WALKER ZANGER - PINK ONYX, EXTRA POLISHED, IN-LAY MATERIAL AT PROPOSED STUCCO DETAILING

Existing:

Proposed:



Analysis: Historic Resource Permit Required

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

1. Color.

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

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

c. Where brick has been painted, repainting in a color which approximates that of the natural brick is appropriate. Mortar joints might also be suggested in a color approximating the natural color of the mortar (not a pure white). Depending on the paint history of a building, grayish-white paint may be an acceptable alternative for the façade. Where brick was unpainted and remains unpainted, the use of paint on the exterior shall be discouraged, since unpainted brick is a strong design tradition in the historic district.

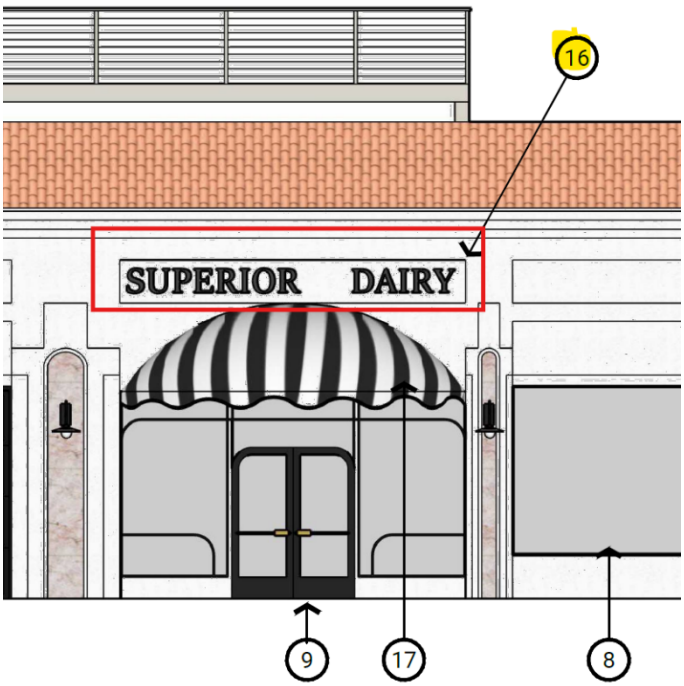
d. Paint colors which were not produced or used during the early twentieth century should be discouraged in the historic district. Bright, new colors are to be avoided, even when used sparingly.

Analysis: Color and material proposed for stucco inlay is Walker Zanger- pink onyx, extra polished. The case can be made that pink-onyx closely resembles color and material of existing and previously approved exterior pink tiles.

#16 Detail: New signage (approximately 32 sq. ft.) and signage lighting proposed (Sign Permit also required)

Existing:

Proposed:



Analysis:

D. New Construction Standards. The construction standards proposed in this subsection are based on a combination of existing and historical design elements common to the historic district building materials common and identify the downtown Hanford commercial buildings. The standards will help to assure that new design, while contemporary, will be compatible with the existing building character. The building design shall be consistent with the historical design elements found on adjacent buildings and the total character of the streetscape.

12. The scale of new construction should be harmonious with that of adjacent buildings. Materials, signs and other elements of new construction should be consistent with the scale of similar elements found in adjacent historic buildings.

Analysis: The signage proposed is consistent with the scale and materials of the existing signage on the west side of the building.

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

2. Signs.

a. General Requirements. Signs shall be designed to contribute to the quality of the historic commercial environment. Within the historic district, each business shall be limited to one primary sign, except those businesses on corners which may have a sign on each street. Each business may also appropriately establish one sign directly lettered onto the window glass or the glass in the doors. Signs in the historic district shall be pedestrian oriented in size and shape. Graphics shall be simple and bold. Signs shall be flush with the wall since they usually complement architectural elements more effectively than projecting sign. Wall mounted can or cabinet type internally illuminated wall signs are not permitted. Symbolic, three-dimensional signs (such as a barber pole or a pawn shop symbol) shall be encouraged. Paper signs attached to the interiors or exteriors of store windows shall be discouraged, except where temporary presentation for public notice requires such treatment. The height of new signs shall not extend above the window sills of the second floor. Signs on one-story buildings shall not project above the cornice line, and all roof-mounted signs shall be precluded.

b. Area of Permanent Signs.

i. Each ground floor tenant may have a maximum of one square foot of signage for each linear foot of business establishment on his primary frontage (that portion of the building occupied by the business which faces a street and contains the main entrance), with a 25 square foot minimum sign area, regardless of the width of such primary frontage.

ii. Each ground floor tenant may have a maximum of one-half square foot of signage for each linear foot of secondary frontage (that portion of the building occupied by the business and facing an alley, street, adjacent building, parking lot, or the like).

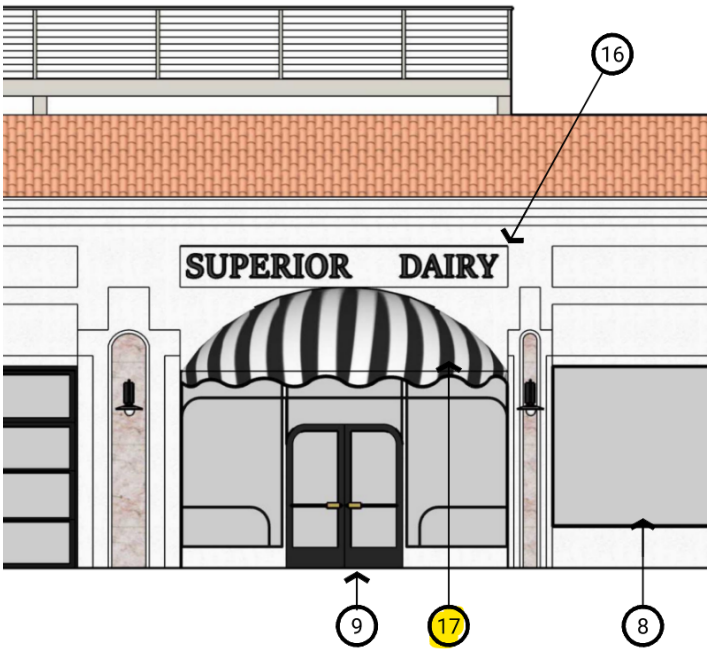
iii. Each ground floor tenant may have one sign located at each entrance attached below the marquee or canopy which shall not exceed six square feet per sign face and with a minimum ground clearance of seven feet above the sidewalk grade. Such sign shall not count against the maximum sign area allowed for a business frontage.

Analysis: The signage proposed contributes to the quality of the historic commercial environment. The signs is pedestrian oriented in size and shape. The design is simple and bold. The sign is proposed to be flush with the wall. The sign does not project above the cornice line. The sign is located on the secondary frontage and is approximately 32 square feet, which is below the 75-foot allowance, based on 150 feet of liner frontage along 9th Street.

#17 Detail: New canvas awning proposed on 9th Street, proposed to match material of existing awnings

Existing:

Proposed:



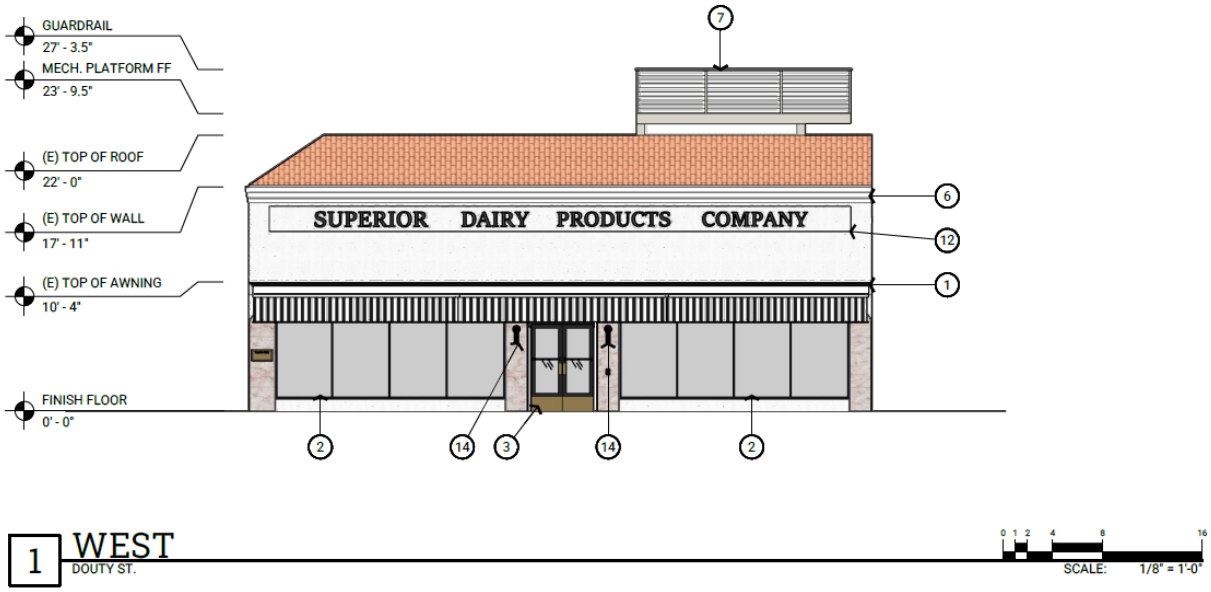
Analysis: Historic Resource Required

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

> e. Canvas awnings are traditional to the historic district and are an acceptable element of store fronts. The size and scale of awnings should be appropriate to the building to which they are attached, based on photographic and documentary evidence. Color choice should be made with discretion. Metal awnings, glass awnings and glass canopies are not in keeping with the prevailing character of the historic district and may be prohibited. To avoid obscuring building elements on the upper stories, canopies and awnings should not be permitted above the ground floor unless documented by photographic evidence.

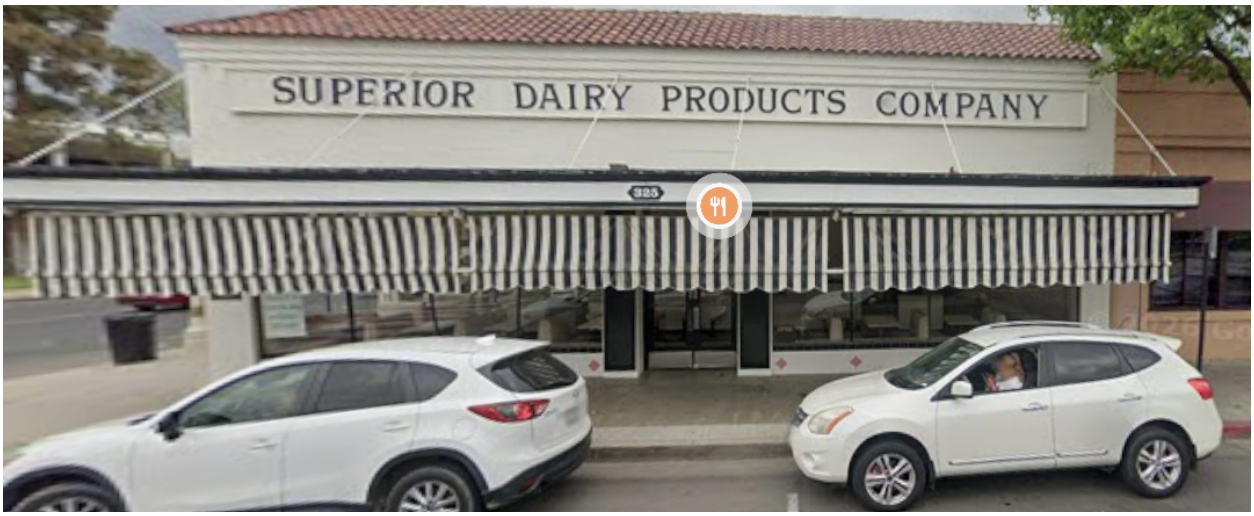
Analysis: Canvas awnings are traditional and encouraged within the Historic District. The canvas' color will be black and white stripe, which based on photographic and documentary evidence is appropriate to the building.

West Elevation Changes – Along Douty Street

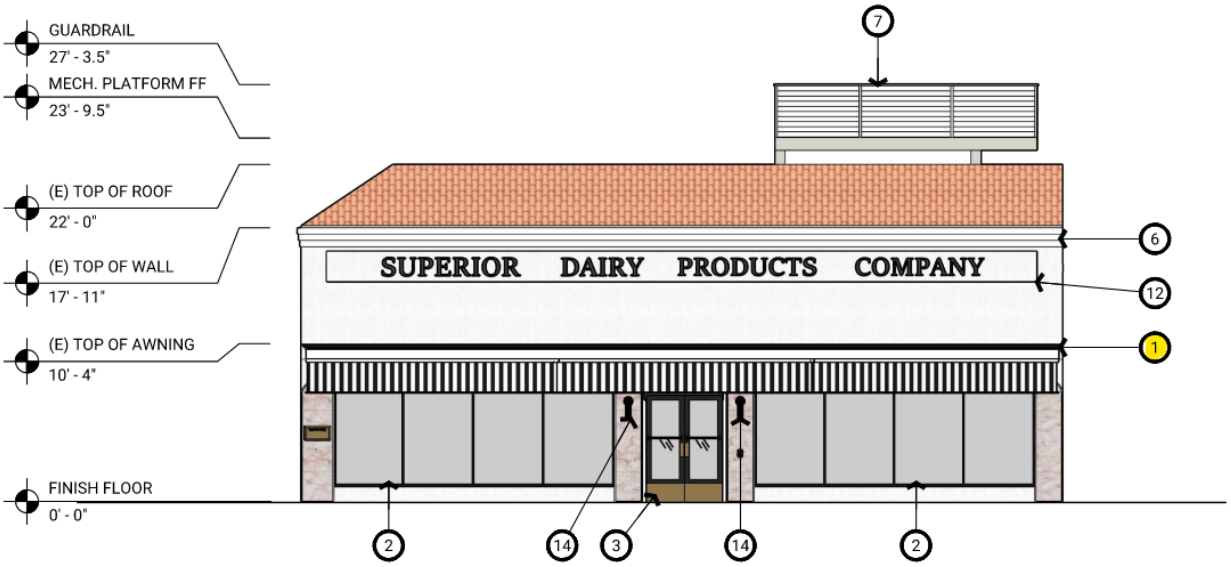


#1 Detail: Repair or replacement of the awning

Existing:



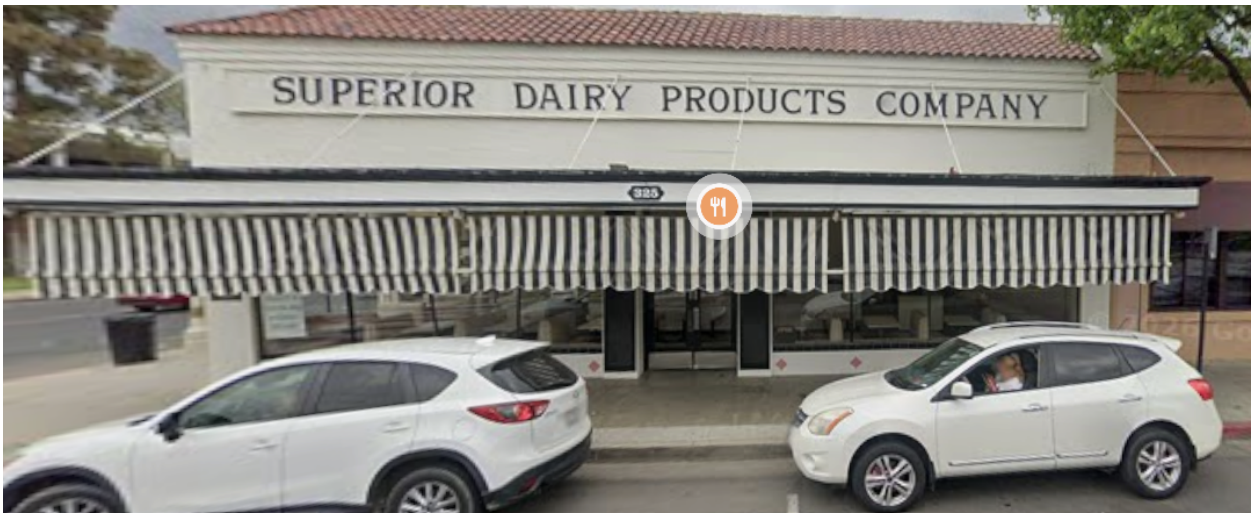
Proposed:



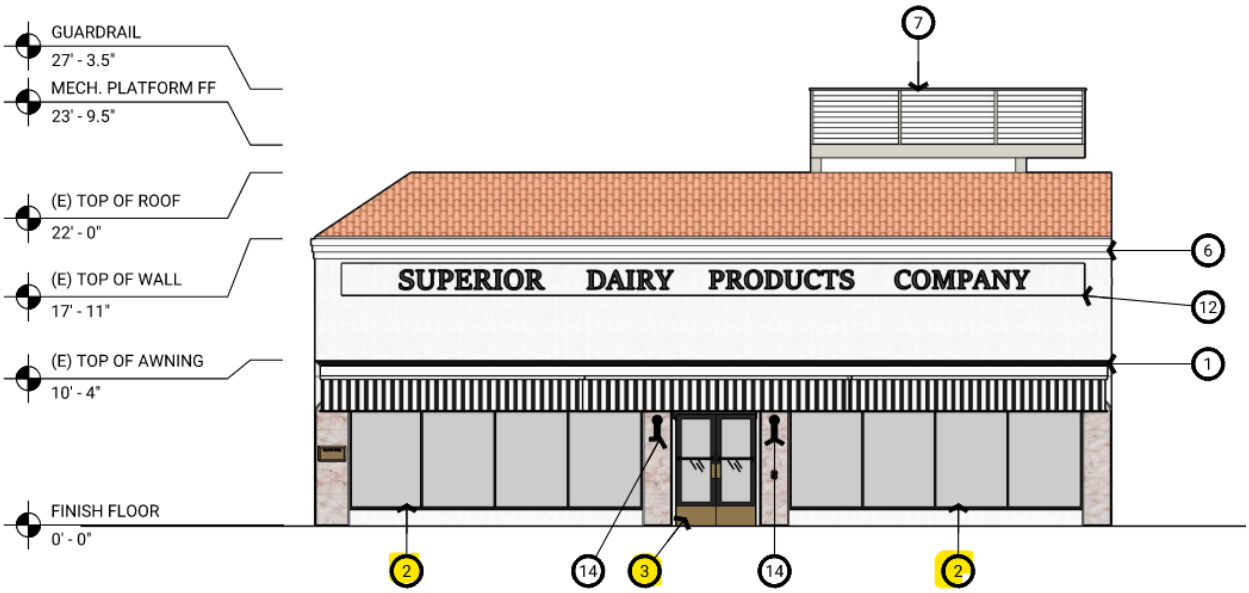
Analysis: Repair and Replace – not subject to a Historic Resource Permit.

#2 and 3. Window trim and door trim to be painted to match proposed doors to be painted in Sherwin Williams – Iron Ore (SW 7069)

Existing:



Proposed:

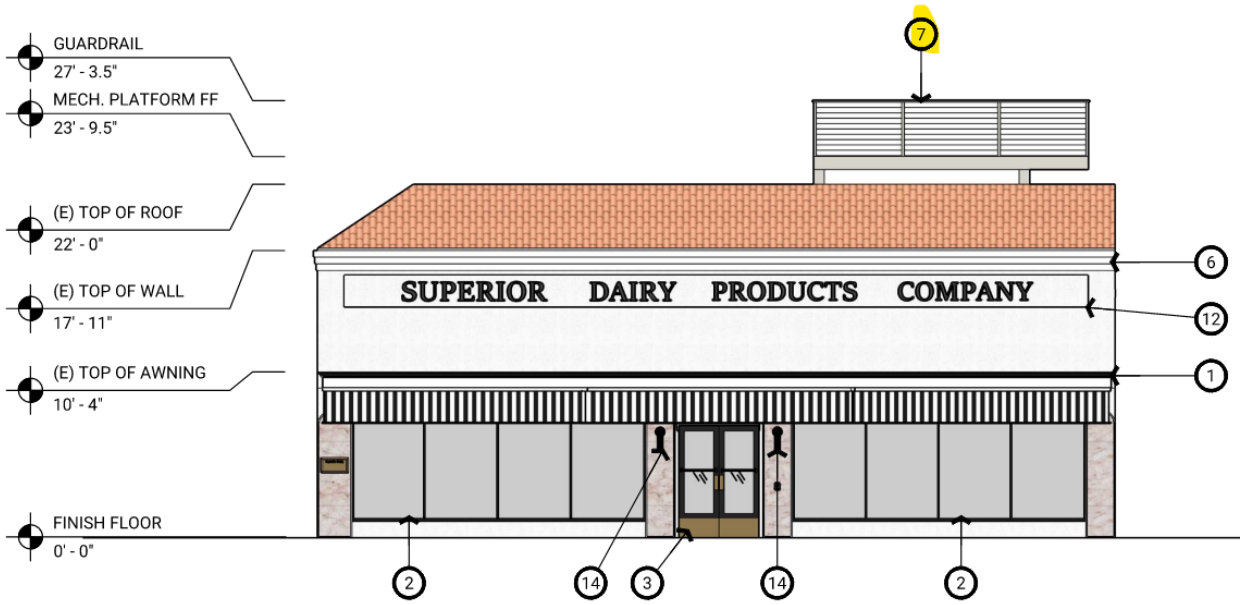


Analysis: approved historic color – not subject to HRA)

#7 Detail: New mechanical platform and guardrail beyond existing roof line. The mechanical platform and guardrail will extend to 27 feet and 3.5 inches, above the existing 22 foot roof line. The guardrail will be painted Sherwin Williams – Agreeable Gray (SW 7029) (The color is an approved historical color)

Existing:

Proposed:



Analysis: Historic Resource Permit Required

17.48.150 Design Criteria

D. New Construction Standards. The construction standards proposed in this subsection are based on a combination of existing and historical design elements common to the historic district building materials common and identify the downtown Hanford commercial buildings. The standards will help to assure that new design, while contemporary, will be compatible with the existing building character. The building design shall be consistent with the historical design elements found on adjacent buildings and the total character of the streetscape.

11. False fronts or parapet walls should conceal roofs from the public view. Mansard, free form, and geometric roof shapes shall be prohibited.

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

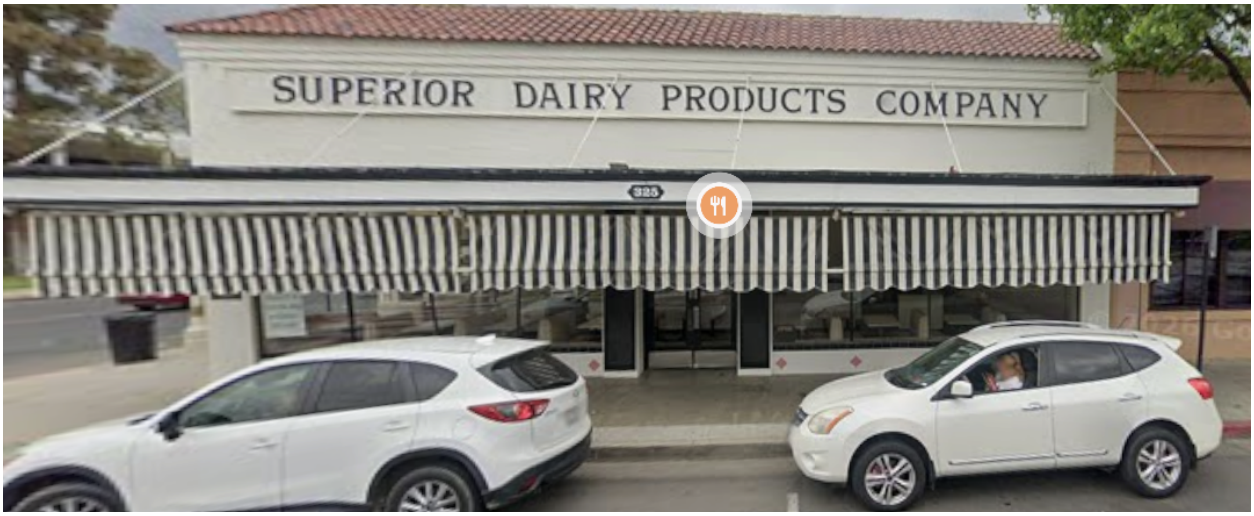
3. Roof-Mounted Equipment. Roof-mounted equipment should be located so that it is not generally visible from the adjoining streets or alleys and does not detract from the lines of the building.

Analysis: The guardrail is considered a parapet wall, an exterior wall which extends vertically above the roof line, and is intended to conceal required roof-mounted mechanical equipment from public view. The addition is consistent with the new construction standards and general building standards.

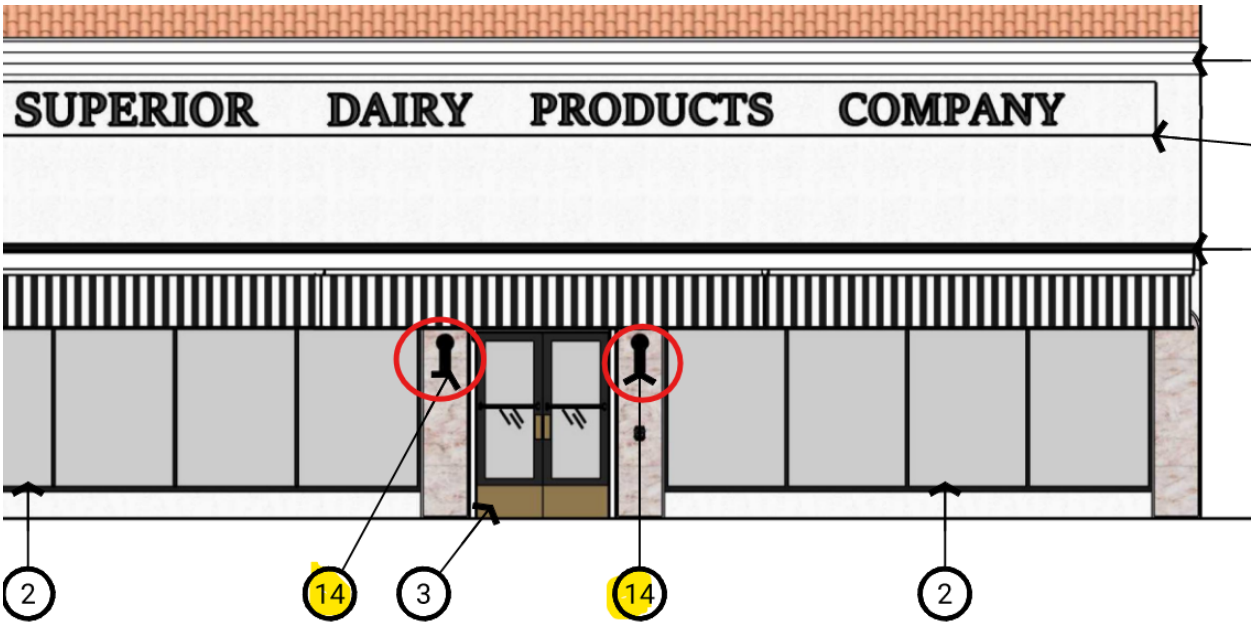
#14. Detail: New exterior wall mounted lighting in two locations.

URBAN ELECTRIC - MA-1570WR, PROPOSED WALL MOUNTED LIGHT FIXTURE ON DOUTY ST.

Existing:



Proposed:



Analysis: Historic Resource Permit Required

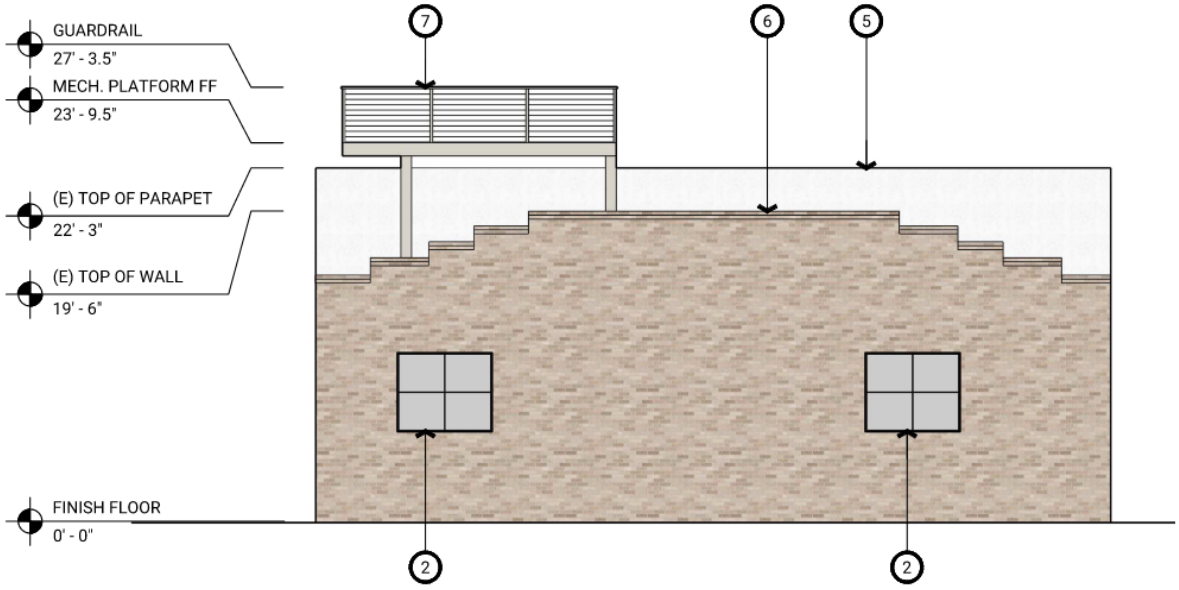
C. Rehabilitation Standards. The provisions of this subsection are intended to provide reasonable design for the rehabilitation of historic buildings so that the basic historic and architectural presentation of the buildings is retained and enhanced.

1. Storefronts.

d. The architectural integrity of a buildings storefront in the historic district should be preserved. Accessories, such as light fixtures, which do not imitate the designs of these eras should be prohibited. Designs appropriate to the years during which the buildings in the historic district were constructed should be encouraged.

Analysis: The lights proposed are appropriate to the years the building was constructed (1929).

East Elevation Changes – Along Parking Lot behind City Hall

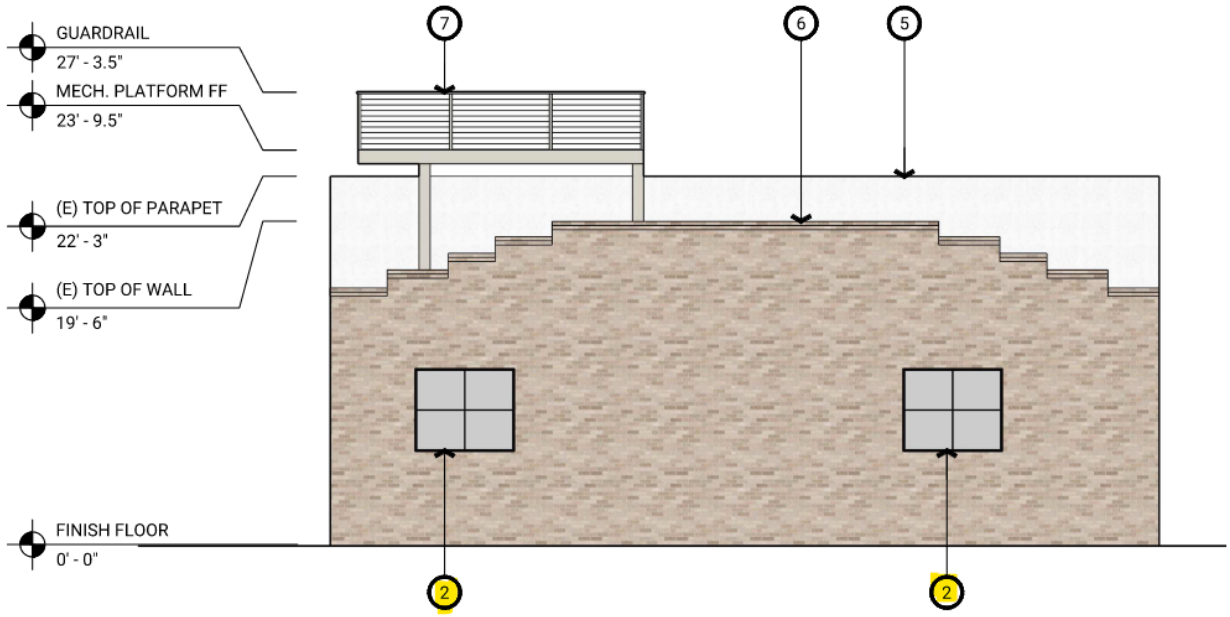


2 EAST

#2 Detail: Window trim to be painted in Sherwin Williams – Iron Ore (SW 7069)

Existing:

Proposed:

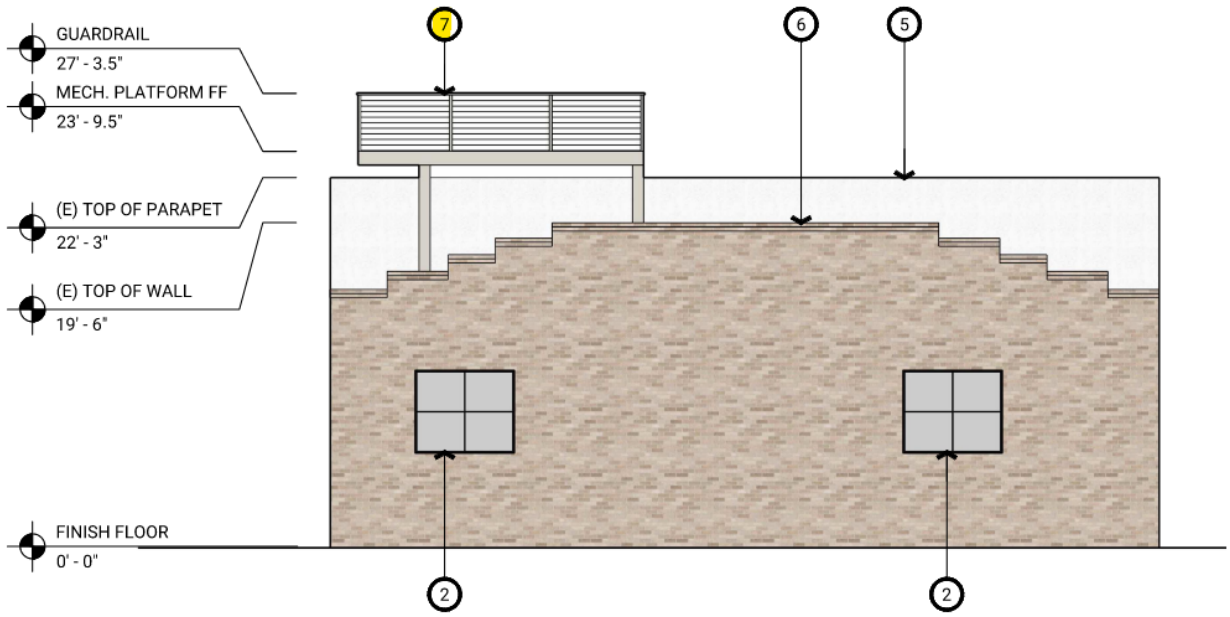


Analysis: approved historic color – not subject to HRA)

#7 Detail: New mechanical platform and guardrail beyond existing roof line. The mechanical platform and guardrail will extend to 27 feet and 3.5 inches, above the existing 22 foot roof line. The guardrail will be painted Sherwin Williams – Agreeable Gray (SW 7029) (The color is an approved historical color)

Existing:

Proposed:



Analysis: Historic Resource Permit Required

17.48.150 Design Criteria

D. New Construction Standards. The construction standards proposed in this subsection are based on a combination of existing and historical design elements common to the historic district building materials common and identify the downtown Hanford commercial buildings. The standards will help to assure that new design, while contemporary, will be compatible with the existing building character. The building design shall be consistent with the historical design elements found on adjacent buildings and the total character of the streetscape.

> 11. False fronts or parapet walls should conceal roofs from the public view. Mansard, free form, and geometric roof shapes shall be prohibited.

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

> 3. Roof-Mounted Equipment. Roof-mounted equipment should be located so that it is not generally visible from the adjoining streets or alleys and does not detract from the lines of the building.

Analysis: The guardrail is considered a parapet wall, an exterior wall which extends vertically above the roof line, and is intended to conceal required roof-mounted mechanical equipment from public view. The addition is consistent with the new construction standards and general building standards.

AGENDA
STAFF REPORT

MEETING DATE: 3/3/2026	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Authorization to apply for the FY 26/27 Cannabis Tax Fund Grant Program (CTFGP) through the California Highway Patrol (CHP) in the amount of $164,380.73 to be used for DUI enforcement overtime costs, purchase of a DUI checkpoint command trailer, a Ford F150 vehicle, and DUI checkpoint equipment.

RECOMMENDATION:

Recommendation: Staff recommends that the City Council, by motion, authorize the Police Department to apply for the FY26/27 Cannabis Tax Fund Grant Program (CTFGP) through the California Highway Patrol (CHP) in the amount of $164,380.73 to be used for DUI enforcement overtime costs, purchase of a DUI checkpoint command trailer, a Ford F150, and DUI checkpoint equipment.

Recommended Motion: I move to authorize the Police Department to apply for the FY25/26 Cannabis Tax Fund Grant Program (CTFGP) through the California Highway Patrol (CHP) in the amount of $164,380.73 to be used for DUI enforcement overtime costs, purchase of a DUI checkpoint command trailer, a Ford F150, and DUI checkpoint equipment.

BACKGROUND:

With the passage of Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA), the California Highway Patrol (CHP) administers grant funding to local governments through their Cannabis Tax Fund Grant Program (CTFGP). The CTFGP aims to reduce impaired driving, increase awareness about the dangers of impaired driving, and make roadways safer for the public.

The Hanford Police Department (HPD) has participated in the CTFGP since fiscal year 2022. Previous grant awards funded overtime costs for DUI saturation patrols, DUI checkpoints conducted by HPD officers as well as partial funding for new patrol vehicles.

Staff would like to apply for the upcoming FY26/27 CTFGP to use the potential awarded amount for overtime costs for DUI enforcement activities, purchase of a command trailer for DUI Checkpoint operations, a Ford F150 to haul the command trailer, and DUI checkpoint equipment, such as portable lights and reflective vests. The requested award amount is $164,380.73. There is no City match required for this grant and all operations and purchases will be reimbursed by the CHP should the award be approved.

The application period for the FY26/27 CTFGP closed on February 23, 2026. Due to this deadline, staff submitted the application prior to receiving City Council approval. However, should Council

choose not to approve the application, HPD can withdraw from consideration.

Should HPD be awarded the grant, staff will bring an additional request to City Council to authorize the acceptance of the grant along with approving a resolution and budget appropriation for the grant award amount.

FISCAL IMPACT:

There is no fiscal impact as this item is for approval to apply for the CTFGP grant. Staff will request a budget appropriation if the grant is awarded.

ATTACHMENTS:

1. Cannabis Tax Fund Grant Program Request for Application

CANNABIS TAX FUND GRANT PROGRAM
REQUEST FOR APPLICATION (RFA)

Grant Opportunity
Law Enforcement

Eligible Grant Applicants
Small and Mid-Size Law Enforcement Organizations/Agencies
Small-Size: 100 Employees or Less
Mid-Size: 500 Employees or Less

Project Performance Period
July 1, 2026, through June 30, 2027

This Request for Application (RFA) provides specific Grant Opportunity information for the Cannabis Tax Fund Grant Program (CTFGP) 2026-2027 Grant Cycle, including important deadlines and details. To ensure all eligibility requirements are met for successful participation in the CTFGP, please review the **California Code of Regulations (Title 13, Division 2, Chapter 13) and other CTFGP information posted on the California Highway Patrol's (CHP) website:** https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program.

Important Dates

Activity	Date
Grant Workshop	January 6, 2026
Grant Application Submission Period	January 7, 2026 – February 23, 2026
Grant Application Submission Deadline	February 23, 2026, 5:00pm Pacific Time
Grant Application Review	February – May 2026
Award Announcements	May – June 2026
Start of Project Performance Period	July 1, 2026
Project Performance Period	July 1, 2026 – June 30, 2027

Funding Requirements

A Grant Applicant may only submit one Grant Application, per Grant Opportunity, and shall only request the amount of grant funds necessary to complete the Project within the Project Performance Period and within the local community served by the applying agency. Activities outside the jurisdiction but within the surrounding area(s) of the applying agency may be considered on a case-by-case basis with Cannabis Grants Unit (CGU) approval.

Grant funds shall be used to implement new activities or augment existing funds, which expand current activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that are appropriated or earmarked for the same purpose and are routine and/or existing state and local expenditures. Supplanting is the deliberate reduction in the amount of federal, state, or local funding appropriated to an existing program or activity because grant funds are awarded for the same purpose. It is the responsibility of the Grant Applicant to ensure supplanting does not occur.

Match Requirements

This Grant Opportunity does not require matching funds.

Project Costs

Estimated Project costs shall support CTFGP grant-funded Project activities that help address impaired driving and are directly related to the scope of work identified in the Grant Application. To be permissible, Project costs must be reasonable, necessary, and expended according to the CTFGP policies, procedures, and regulations.

Projects are required to have a realistic and prudent budget that avoids unnecessary expenditures unrelated to the Project activities. Final determination of eligibility and award shall be made by the CGU and approved within the Grant Agreement.

Please refer to Annex A for ineligible expenses.

Project Performance Period

One Year – July 1, 2026, through June 30, 2027

Eligible Grant Applicants

Small-Size Law Enforcement Organizations/Agencies: 100 employees or less
Mid-Size Law Enforcement Organizations/Agencies: 500 employees or less

Small and Mid-Size Law Enforcement Organizations/Agencies, with the primary function of enforcing traffic laws, which includes responding to calls, making arrests, and issuing citations, pursuant to the California Penal Code, California Vehicle Code, and California Health and Safety Code.

Project Funding

Available Project funding is approximately $13 million, with a $500,000 cap, per Grant Application. The Grant Applicant must provide strong justification, measurable goals, and an immediate need for all requested budget items, as part of the Project.

Project Requirements

Requested services, equipment, and supplies shall be in direct support of grant-funded Project activities. Law Enforcement Projects shall include at least one CTFGP funded Project activity and focus on one or more of the following areas:

- Increase driving under the influence (DUI)/driving under the influence of drugs (DUID) enforcement efforts (ex: DUI Saturation Patrols, DUI Checkpoints)
- Drug Evaluation and Classification (DEC) Program courses (ex: SFST Training, ARIDE Training, DRE Training), and other trainings to help increase the knowledge of law enforcement personnel in detecting and removing impaired drivers from the roadway
- General prevention education and community outreach designed to educate the public about the dangers of impaired driving (ex: presentations to high school and/or college students, with a direct focus on Drive High = DUI, or another campaign message against impaired driving)

If engaging in CTFGP grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the applicant does not have primary traffic jurisdiction, the applicant should consult with the agency having primary traffic jurisdiction.

If the Project includes limited, education-based activities, in conjunction with other enforcement-related activities/efforts, then Law Enforcement Organizations/Agencies should apply for this Law Enforcement Grant Opportunity.

If the Project, in its entirety, solely focuses on an innovative, education-based program for local communities, then Law Enforcement Organizations/Agencies should apply for the Education Grant Opportunity.

Eligible Project Cost Categories

Personnel

Costs may include compensation for wages, such as overtime, and benefits (annual leave and sick leave) for work directly related to, and consistent with, the Project. Personnel hours shall be awarded based on the number of CTFGP grant-funded Project activities approved by CGU. To be eligible for reimbursement, personnel services must occur within the Project Performance Period.

Eligible expenses may include, but are not limited to:

- Hours worked on Project activities above and beyond normal work duties, including DUI Saturation Patrols and DUI Checkpoints
- Attend or instruct approved trainings related to impaired driving
- Backfill for staff attending trainings

Travel

Costs may include travel associated with approved in-state and out-of-state Project-related conferences, seminars, workshops, and trainings. The most economical mode of travel, in terms of direct expenses to the Project, must be used. Out-of-state travel is only allowed in exceptional situations. To be eligible for reimbursement, travel must occur within the Project Performance Period.

Eligible expenses may include, but are not limited to:

- Mileage (based on current State rate) or fuel expenses (rental vehicles only)
- Hotel accommodations for duration of event/training
- Commercial airline fares
- Parking fees
- Bridge tolls and/or taxi or bus fares

For maximum allowed per diem rates, including meals and lodging, please visit the California Department of Human Resources (CalHR) website: https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx.

Equipment

Costs may include non-expendable, tangible, personal property having a normal useful life of more than one year, and an acquisition cost of at least $5,000 (ex: four identical assets, which cost $1,250 each, for a total of $5,000, are not considered an equipment purchase). Equipment shall be directly related and necessary to complete CTFGP grant-funded DUI/DUID enforcement, checkpoint, and education activities included in the Project. Equipment should be purchased at the beginning of the Project Performance Period to ensure it is utilized when completing corresponding Project activities. If requesting equipment, **the Project shall contain a correlating CTFGP grant-funded Project activity that takes place in the Applicant's jurisdiction (ex: message board for DUI checkpoints).** To be eligible for reimbursement,

equipment must be purchased and received within the Project Performance Period. If requesting a vehicle, the requestor shall only request to outfit the vehicle with the standard equipment similar to the rest of the agency's vehicle fleet.

Consultants/Contracts

Costs may include professional services necessary to carry out Project activities, including goals and deliverables, that are clearly outlined in the Grant Application. A copy of the Contract and/or Scope of Work must be submitted to and approved by the CGU prior to commencement of work. To be eligible for reimbursement, Consultants/Contracts services must occur within the Project Performance Period.

Eligible expenses may include, but are not limited to:

- Social media costs
- Billboards
- Advertisements

Other Direct Costs

Other Direct Costs shall be directly related and necessary to complete CTFGP grant-funded activities included in the Project. Other Direct Costs should be purchased at the beginning of the Project Performance Period to ensure they are utilized when completing corresponding Project activities. To be eligible for reimbursement, Other Direct Costs must be purchased and received within the Project Performance Period.

Eligible expenses may include, but are not limited to:

- Equipment with a single unit acquisition cost under $5,000 (ex: Preliminary Alcohol Screening [PAS] devices)
- Materials and Supplies (ex: cones, tents, small light towers, reflective vests)
- Registration fees for approved conferences
- Educational/outreach materials (ex: brochures, pamphlets)

Additional Information

References

- Revenue and Taxation Code Section 34019
- California Code of Regulations, Title 13, Division 2, Chapter 13

For additional questions, please contact the Cannabis Grants Unit at (916) 843-4360 or via email at CGUGrants@chp.ca.gov.

ANNEX A

Ineligible Expenses for
Law Enforcement Grant Opportunity

Items

Building/Facility Construction
Computers for Administrative Office Work
Drones/Drone Software, Accessories, and Storage
Entertainment
Equipment Giveaways
Equipment-Only Projects (Must have correlating CTFGP grant-funded project activity)
Expenditures Outside the Project Period
Expenses not tied to a correlating project activity (ex: Request checkpoint supplies without a CTFGP funded Checkpoint within the project)
Facility Rental
Food During Enforcement Efforts (ex: Pizza at DUI checkpoint)
Food For Personnel/Instructors/Training
Frozen Positions
Fuel, Mileage and Toll Costs (When using agency vehicles for travel)
Full Salary Positions
Gifts
Highway Construction, Maintenance, Design
Land
Law Enforcement Items (spike strips, lidar/radar, license plate reader, flock cameras, e-site printers, station-related software)
Liability Insurance
Lobbying Costs
Magnetic Decals (CTFGP funded vehicles)
Office Furniture and Fixtures
Overhead Costs (ex: Microsoft Office software, cellular plans, radio subscriptions, vehicle insurance & maintenance)
Personnel Costs to attend coalition meetings and meetings not specific to the planning and implementation of the CTFGP funded activities
Personnel Costs for Presenting at Conferences
Personnel Time for Conference, Seminar, or Workshop Attendance
Personnel Support at Non CTFGP Funded Checkpoints
Professional Fees (ex: membership dues)
Speed Only Radar Signs
Supplanting
Surveillance/Undercover Vehicles
SWAT/Armored Vehicles
Traffic Investigation Equipment (ex: 3D scanners)

Travel (stays and expenses outside of event dates, third party travel site reservations, airline/hotel/rental car/ride share fees paid by rewards credits [credits, points, etc.], upgraded services)
Travel for Presenting at Conferences
Unapproved Trainings, Equipment, and or Other Direct Costs
Uniforms
Utilities
Weapons
Vehicle Operations Training
Vehicles used for administrative services

The items listed above are provided as examples and do not constitute all ineligible costs

AGENDA
STAFF REPORT

MEETING DATE: 3/3/2026	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Authorization for the City Manager to execute a service contract for Annual Chemical Supply Services to Nutrien Ag Solutions, Inc., of Sacramento, CA, in the amount of $124,629.00 with an option to renew for two additional one-year terms

---

RECOMMENDATION:

Recommendation: It is recommended that the City Council authorize the City Manager to execute a citywide service contract for annual chemical supply services to Nutrien Ag Solutions, Inc., of Sacramento, CA, in the amount of $124,629.00, with an option to renew for two additional one-year terms.

Recommended Motion: I move to authorize the City Manager to execute a citywide service contract for annual chemical supply services to Nutrien Ag Solutions, Inc., of Sacramento, CA, in the amount of $124,629.00, with an option to renew for two additional one-year terms.

BACKGROUND:

Nutrien Ag Solutions, Inc., is the City's current chemical supply vendor on an annual blanket purchase order for several maintenance divisions. RFB 2026-16 was solicited for a new citywide chemical supply services contract. These chemicals are used for weed and pest management in City parks, storm ditches, storm basins, street roadsides, Water Conservation Plant grounds, and miscellaneous landscape areas throughout the City of Hanford. Included in the RFB's scope of services are requirements for the awarded vendor to also provide pesticide handlers training to City staff, recommendations from a Certified Pest Control Advisor (PCA), review of onsite chemical storage, and chemical record to maintain compliance with the Department of Pesticide Regulation and County Ag Commissioner's Office. The cost of this contract is budgeted annually by the appropriate divisions that use this contract within their operational budget.

On January 6, 2026, the City solicited bids by advertising in the Hanford Sentinel with the RFB posted on Bid-Net. The City also emailed RFB notices, inviting vendors to participate in this bid process.

On February 5, 2026, the City received bids from one (1) vendor: Nutrien Ag Solutions, Inc. Staff reviewed the bid for calculation errors, conformance with specifications, and determined that any stated substitutions are appropriate.
Annual price increase adjustments at the time of renewal of contract are based on the Consumer Price Index specified in the contract documents. The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the

anniversary month of the contract. In no instance shall the price increase exceed 5%

The initial agreement is for a one-year term, with an option to renew for two additional one-year terms upon providing satisfactory performance and as mutually agreed.

Staff are confident in Nutrien Ag Solutions, Inc.'s ability to provide the chemicals required to maintain the City of Hanford, based on their several years of reliable service and consistent delivery of required products.

FISCAL IMPACT:

The services for this contract are budgeted in various Public Works Maintenance Divisions and Utility and Engineering Maintenance Divisions within their operational budgets. The contract is for an annual amount of $124,629 amongst these divisions.

ATTACHMENTS:

1. Annual Contract for Chemical Supply Services
2. Exhibit A Bid Form
3. Exhibit C Draft Agreement

CITY OF HANFORD, CALIFORNIA

REQUEST FOR BIDS
RFB NO. 2026-16

ANNUAL CONTRACT FOR CHEMICAL SUPPLY SERVICES

SUBMITTAL DEADLINE:

Thursday, February 5, 2026
at or before 2:00 p.m. local time

Release Date:
Tuesday, January 6, 2026

TABLE OF CONTENTS

TITLE	PAGE
I. INTRODUCTION	3
II. INSTRUCTIONS	3
III. PRODUCT SPECIFICATIONS/SCOPE OF SERVICE	4
IV. PRE-BID AND CONTRACT MEETINGS	4
V. BID OPENING AND CONFIDENTIALITY	4
VI. AWARD	5
VII. PROTESTS/APPEALS	5
VIII. SPECIAL CONDITIONS	6
IX. GENERAL CONDITIONS	6
X. POST AWARD RESPONSIBILITIES	9

EXHIBITS

A. BID FORM	10
B. CERTIFICATIONS, AFFIDAVITS, ASSURANCES, STATEMENTS, WAIVERS, AND QUESTIONNAIRES WHICH MUST ACCOMPANY BID FORM	15
C. SAMPLE PROJECT AGREEMENT WITH ATTACHMENTS	21
D. SCOPE OF WORK	27

I. INTRODUCTION

The City of Hanford Purchasing Division is soliciting Bids for an annual contract for services to provide weed and pest abatement chemicals, poisons, pesticide handlers training, Certified Pest Control Advisory recommendations, and headquarters inspection for Water Conservation Plant and Public Works Divisions on an as needed basis.

The initial contract shall be for a twelve (12) month period and shall, at the City's option and upon mutually agreeable terms, be renewable annually thereafter for two (2) consecutive one-year periods. Bids are sought from contractors who have a proven record of experience in providing the services required by this Invitation to Bid. The successful bidder shall be responsible for providing all services necessary to fulfill the requirements of this Invitation to Bid upon receipt of the City's Notice to Proceed.

Local Vendor Preference: In an effort to encourage local businesses to provide goods and services to the City, the Council has enacted a Local Vendor Preference policy. The Local Vendor Preference policy will apply to any business that has a fixed business address within Hanford City limits. A Post Office Box will not be accepted as a business address. The City reserves the right to request proof of the City of Hanford address.

The City hereby ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposed bid in response to this notice. Individuals and entities submitting bids to the City of Hanford will not be discriminated against on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic status, marital status, gender, gender identity or expression, sexual orientation, military and veteran status in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of a contract.

II. INSTRUCTIONS

1. Fill out attached Bid Form Exhibit A in its entirety.

2. Submit bid onto Bidnet Website https://www.bidnetdirect.com/california/cityofhanford and include each of the required Certifications, Affidavits, Statements and Questionnaires as well as optional waiver(s) with the Bid response. City will not consider bids which are not accompanied by the required completed forms.

3. All questions pertaining to this bid solicitation should be submitted through the City of Hanford Bidnet website using the questions and answers tab. Bidders may also contact the Purchasing Department by email at purchasing@hanfordca.gov.

   Questions are due no later than 4:00 p.m. on Wednesday, January 28, 2026.

III. PRODUCT SPECIFICATIONS/SCOPE OF SERVICES

The City of Hanford is requesting bids for services to provide the following weed and pest abatement chemicals, poisons, pesticide handlers training, and Certified Pest Control Advisor recommendations for Water Conservation Plant, Utilities, Streets, and Parks Divisions on an as needed basis. The exact quantity of or need for each item is unknown and the City does not guarantee to purchase any amount. Products shall be ordered from vendors in an Annual Purchase Order.

CHEMICALS

PARKS: Chemical Name	Type of Chemical	Size of Container	Estimate
AquaMaster Herbicide	Herbicide	2.5 gallon jug	100 gal/yr.
Aquashade	Pond water dye	1 gallon jug	20 gal/yr.
Bayer Round-up PROMAX	Herbicide	1.67 gallon jug	500 gal/yr.
Burrow Rx Smoke Oil	Rodenticide	1 pint bottle	36 pints/yr.
Cheetah Pro	Herbicide	2.5 gallon jug	500 gal/yr.
Clearcast	Herbicide	2.5 gallon jug	100 gal/yr.
Dimension 2EW	Herbicide	2.5 gallon jug	50 gal/yr.
Dismiss CA Turf Herbicide	Herbicide	6 oz. bottle	100 oz/yr.
Finale XL T&O	Herbicide	2.5 gal jug	120 gal/yr.
Fusilade 2000	Herbicide	32 oz. bottle	5 gal/yr.
Gallery SC	Pre-emergent	2 gallon jug	50 gal/yr.
Goal 2XL	Herbicide	2.5 gal jug	50 gal/yr.
Merit 75 WSP	Insecticide	4 x 1.6 oz bottles	6.4 oz. yr.
No Foam B	Surfactant	1 gallon jug	8 gal/yr.
Pendulum AquaCap	Pre-emergent	2.5 gal jug	100 gal/yr.
SedgeHammer	Herbicide	1.3 oz bottle	2.6 oz./yr.
Speed Zone Southern EW	Herbicide	128 oz jug	60 gal/yr.
Syngenta Reward	Herbicide	2.5 gallon jug	100 gal/yr.
TS Pro Pacific Blue	Dye	2.5 gallon jug	30 gal/yr.
Target Pro Spreader	Adjuvant	1 gallon jug	30 gal/yr.
Tribute Total	Herbicide	6 oz bottle	50 oz/yr.
Vista XRT	Herbicide	2.5 gallon jug	500 oz/yr.
Wilco Gopher Getter type II	Rodenticide	1 lb can	35 lbs/yr.
Wilco Ground Squirrel Bait	Rodenticide	20 lb bag	100 lbs/yr.

1. TRADE NAME/SUBSITUTIONS: In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the City's written approval prior to submitting bid. The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. Bidder must submit on all products listed.

2. DELIVERY PROVISIONS

   a. Delivery: Delivery shall be within three (3) days of order. The Awarded Contractor (Supplier) shall be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets. City staff shall not assist with unloading. Suppliers shall notify their shippers accordingly.

   b. Locations:

Parks Division	Waste Water Treatment Plant
Project Manager-Alvin Dias	Project Manager-Jason Rodrigues
900 S. 10th Ave.	10555 Houston Ave
Hanford, CA	Hanford, CA

   c. Time of Delivery: Deliveries shall be accepted between 8:00 A.M. and 3:00 P.M. on weekdays only. No deliveries shall be accepted on Saturdays, Sundays or City Holidays, unless otherwise arranged by an individual Department/Agency.

   d. Delivery Failures: Failure to deliver within the specified time, or failure to make replacements of rejected articles when requested, immediately or as directed by the Purchasing Agent shall constitute authority for the Purchasing Agent to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Bidder shall reimburse the City, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or the City may deduct such amount from monies owed the Contractor. Such purchases shall be deducted from contract quantities.

3. INSPECTIONS: Inspection and acceptance of materials or supplies shall be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

4. SAFETY DATA SHEETS (SDS): Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standard for General Industry (29-CFR-1910.1200) and State of California Law and Regulations, being delivered to City of Hanford as a result of this Invitation to Bid shall be accompanied by a current " Safety Data Sheet" or item may not be accepted.

6. PACKING SLIPS OR DELIVERY TICKETS: All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered. Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

- The Purchase Order or Contract Number
- The Name of the Article and Stock Number (Supplier's)
- Delivery Date
- The Quantity Ordered
- The Quantity Back Ordered
- The Name of the Contractor

7. RESPONSIBILITY FOR MATERIALS SHIPPED: The Awarded Contractor shall be responsible for the materials covered by this contract until they are delivered at the designated point and bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the A promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the Bidder to remove materials or supplies within ten (10) calendar days after date of notification, the City may return the rejected materials or supplies to the Bidder at the Bidder's risk and expense or dispose of them as its own property.

8. PRICING: Prices bid shall include all transportation and freight costs to the point of delivery to the applicable facilities. The unit bid prices shall also include all appurtenant and incidental costs associated with the chemical including all costs associated with the pickup, return, cleaning and/or proper disposal of chemical containers, fuel, special insurance, etc.

9. CONTRACTOR REFERENCES: Bidders shall include in their response a list of at least three (3) organizations which can be used as references for performance of similar services. Contractor shall endeavor to include references of work performed for public sector agencies. Include the name and telephone number for the contact person. Selected organizations will be contacted to determine the quality of work performed and the personnel assigned to the job.

10. ALLOCATIONS: In the event the vendor's supply of awarded items is reduced for reasons beyond the vendor's control to a level which prevents supply of the City's requirements in full, the vendor agrees to supply the City no less than a proportionate share delivered to similar accounts, unless Federal regulations require otherwise. If such a reduction occurs, the City reserves the right to cancel all or part of the contract without prejudice to either party, by giving the vendor thirty (30) days written notice.

THE AWARDED VENDOR MUST PROVIDE THE FOLLOWING SERVICES FOR THE CITY OF HANFORD:

1. PESTICIDE HANDLERS TRAINING: In alignment with the California Department of Pesticide Regulation (California Code of Regulations number 6724), conduct a comprehensive 4-hour training class covering the following subjects:

   a. Pesticide Worker Safety
   b. Hazardous Materials/Worker Right to Know Training

2. CERTIFIED PEST CONTROL ADVISOR: Provide a licensed California Pest Control Advisor, certified in all categories, to offer diagnoses and state-required written recommendations.

3. HEADQUARTERS INSPECTION: Conduct pest control headquarters inspections, specifically focusing on pesticide storage and record-keeping at designated City of Hanford locations.

IV. PREBID AND CONTRACT MEETINGS

1. **Pre-Bid Teleconference.** A non-mandatory pre-bid teleconference will be held via TEAMS on **Wednesday, January 21, 2026 at 10:00 a.m.** To register for this teleconference, please email your contact information to purchasing@hanfordca.gov and a link to attend the meeting will be emailed to you. Attendance at this meeting is not required to submit a Bid in response to this RFB but is highly encouraged as information regarding the project will be discussed and an opportunity to ask questions will be provided.

2. **Post Award Meeting.** Subsequent to the award of contract, the Contractor/Vendor shall meet with the Project Manager prior to the purchase of the product/work to discuss any problems or questions that may arise.

   City Project Manager: Alvin Dias, Deputy Director
   Department: Public Works

V. BID OPENING AND CONFIDENTIALITY

1. Bid Opening. Bids shall be opened digitally and publicly posted on Bidnet on **Thursday, February 5, 2026 at 2:00 p.m.** The name of each Bidder and the amount of each Bid shall be posted on Bidnet immediately after Bid Opening. Bids will be open to public inspection after an award decision has been made. Other Bid information will not be available for public review during the evaluation phase.

2. Bid Confidentiality. The City favors full and open disclosure of all bid records. The City will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. By submitting a bid, a Bidder agrees to indemnify and defend the City against all claims or actions brought against it to seek access to, or compel disclosure of, any records or documents in the City's possession. After the award, the City intends to post award information onto the City's Proposal and Bid Bidnet Website. Respondents are advised that the California Public Records Act ("PRA") provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. The Federal Freedom of Information Act ("FOIA") contains a similar provision. Each Bidder shall clearly identify any information within its Bid that it intends to ask the City to withhold as exempt

under either the PRA or FOIA. Any information contained in a Bidder's submission which the Bidder believes qualifies for exemption from public disclosure as "Proprietary" or "Confidential" must be identified as such at the time of first submission of Bidder's Bid to this RFB. Any failure to identify information contained in a Bidder's Bid to this RFB as "Proprietary" or "Confidential" shall constitute a waiver of Bidder's right to object to the release of such information upon request under either Act.

VI. AWARD

Most Responsive Responsible Bidder: A Contract substantially similar to that attached hereto as Exhibit C shall be awarded with reasonable promptness by appropriate written notice. Award shall be made to the most responsive, responsible Bidder whose bid meets the requirements and criteria set forth in this RFB, price and other factors considered, and whose bid is determined to result in the optimum economic advantage for the City. A responsible Bidder is one who has the capability, financial capacity and integrity to perform the contract. A responsive Bidder is one who commits to all of the material terms, for example, price, quantity, quality and delivery, of this RFB. Contractor must return a signed copy of the contract provided by the City with its Award Notice to City within ten (10) working days of receipt thereof.

It shall be illegal for any payment, gratuity, or offer of employment to be made by or on behalf of a vendor or any person associated with contracting, as an inducement for the award of BID.

Reservation of Rights: The City reserves the right to reject any item or items in the Bid; to waive informalities, technical defects, and minor irregularities in bids received; and to select the bid(s) deemed most advantageous to the City.

VII. PROTEST/APPEALS

Because it is essential that Bidders have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the City to offer Bidders the opportunity to appeal award of contracts. The following procedures shall apply in regard to appeals:

Any Bidder who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. Bidders are to be advised that protests of the process, terms, conditions or any other aspect of the RFB, must be made prior to the bid due date. Bidders may not protest the contents or the specifications of the bid nor the award based on the use of the Local Vendor Preference. Protests must be transmitted by facsimile, email or by mail to the attention of the City Purchasing Agent.

Protest of the award must be made immediately, and in no event later than five (5) working days after the Bid award has been publicized. All protests must include the following information:

1. The name, address, telephone number and email address of the protestor.
2. The signature of the protestor or protestor's representative.
3. The bid, solicitation or proposal number.
4. A detailed statement of the legal and/or factual grounds of the protest and all documentation supporting the Bidder's position at the time of the initial protest.
5. The form of relief requested (if applicable).
6. The Purchasing Manager or designee shall respond in writing within five working days to the protestor. If the protestor wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made in writing to the City Manager within five (5) working days of the Purchasing Agent's response.

VIII. SPECIAL CONDITIONS

1. **Product**

   a. **Complete Project:** The successful Bidder shall be responsible for providing all materials, labor, equipment and services necessary to fulfill the requirements of this RFB.

   b. **Product Inspection:** The City will have ten (10) working days to inspect chemicals for conformance to all requirements of this specification. If deficiencies are detected, the materials will be rejected, and the vendor will be required to make necessary adjustments or replacements. Payment and/or commencement of a discount period, if applicable, will not be made until the defects are corrected and the equipment re-inspected and accepted.

2. **City-Contractor Relations**

   a. **Project Manager's Responsibility and Authority**: The City's designated representative shall decide issues of quality and acceptability of materials, products and equipment and all questions related to fulfillment of the contract for the products. City designated representative shall not have control over acts or omissions of the Company, Contractor, Subcontractors, their agents or employees.

   b. **Control of Materials**: Source of Supply and Quality of Materials/Equipment/Work Guarantee: All materials, parts, equipment and work supplied by the Contractor shall be new and/or of a quality equal to that specified.

   c. **Equivalent Materials.** Trade names or manufacturer's catalog information, where used, are a means of indicating kind, type, design, style, finish, durability or quality desired and are not intended to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those specified. The burden of proof of compliance with the specifications is the responsibility of Contractor. City shall be the sole judge as to the adequacy of any item for substitution.

   a. **Manufacturer's Directions**: Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

   b. **Legal Responsibilities**: It is the responsibility of Contractor to comply with all local, state, and federal laws and regulations which apply to this project. This includes, but is not limited to, compliance with Uniform Building, Plumbing, Mechanical, Electric, and Fire Codes. Contractor shall provide a safe working environment in compliance with the Occupational Safety and Health Act, and California Health and Safety Codes. Additionally, Contractor shall secure all necessary permits, licenses, and similar requirements to carry out the project. Contractor shall comply with all applicable labor laws and ensure against discrimination.

IX. GENERAL CONDITIONS

It is the policy of the City to provide equal opportunity to all candidates when selecting Bidders to provide public services. Bidders are expected to be equal opportunity employers.

The City of Hanford hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Hanford will not be discriminated against

on the basis of age, race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status in consideration for an award.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance.

1. Post-Closing Date Corrections are prohibited.

2. Bidder shall provide to the City a list of all instances within the last five (5) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken is required.

3. **Executive Order N-6-22 – Russia Sanctions**. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

4. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the Bidder.

5. Bids must be submitted via upload to the City's Bid and Proposal Bidnet Website on or before the Closing Due Date. Any Bids will not be capable of upload after the Closing Due Date as the website automatically prevents upload of documents.

6. Bids may be withdrawn if uploaded to City's Bidnet Website prior to the Bid Closing Due Date by phone call or email to the City Purchasing Agent.

7. Electronic submittal via online upload of Bids documents is the only acceptable form of submittal.

8. Bid Prices submitted are considered accurate for a period of ninety (90) days and cannot be withdrawn after the Closing Due Date.

9. All Bids are the property of the City after submission.

10. City is not responsible for Bid errors and omissions.

11. Bids should be prepared in a straightforward, concise manner. Information provided which was not specifically requested will be considered only at City's discretion.

12. A written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFB. Respondent is responsible for monitoring the Bidnet Website

for any and all amendment and/or addenda pertinent to this RFB. The City of Hanford is not responsible for failure of Bidder to acknowledge addenda notice.

13. Any contract resulting from the RFB will and may be jointly administered by City Purchasing Division, Department requesting Bids, and City Council.
14. Prior to conducting business in the City, a business tax certificate (license) must be obtained. Please call (559) 585-2506 for more information on how to obtain the license.

15. Bidder shall provide insurance as required by law and as indicated in the proposed contract.

16. In an effort to encourage local business to provide goods and services to the City, the Council has enacted a Local Vendor Preference policy. The preference affords to businesses located within Hanford City limits a five (5) percent preference and will apply to any business that has a fixed business address within Hanford city limits. A Post Office Box will not be accepted as a business address. The City reserves the right to request proof of the City of Hanford address. Tie bids shall be awarded to a local merchant to the extent quality and prices are equal. If neither is a local vendor, the Bid shall be awarded by the flip of a coin by the Purchasing Division in the presence of at least one witness.

17. The City may make such investigation of the Bidder and information in the Bid as it determines necessary. This may include the collection of criminal history information, contractual and business associations and practices, employment histories and reputation.

18. Each Bidder will be required to submit Certifications, Affidavits, Assurances, Statements and Questionnaires which are attached to this Request For Bid as Exhibits A through D.

19. The quantities given on the Bid Proposal form and any related contract documents are approximate only. They are given as a basis for comparison of Bids. The City of Hanford does not, expressly or impliedly agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

20. Bidders shall satisfy themselves by personal examination of the specifications and other contract documents and by any other means they believe necessary as to the requirements of this bid document. The submission of a Bid shall be conclusive evidence that the Bidder has investigated, and is satisfied as to the conditions, quality, and quantities of equipment/materials/work to be performed, and the products to be furnished, and as to the requirements of the RFB and the City. No allowance shall subsequently be made because of lack of such examination or knowledge.

21. All Bidders are required to make a Bid on the complete Bid Form Exhibit A. The City reserves the right to award the contract based on the lowest combination or combinations of bid items and alternate bid items, if any.

22. The City of Hanford is not liable for any costs incurred by Bidder in responding to this Request for Bid.

23. The contract resulting from this invitation to bid will be administered by the Public Works Department. However, the City's Purchasing Division with the assistance of the Department Director, Finance Director, City Manager and City Attorney shall be the final judge concerning issues or matters related to contract interpretation or problems regarding the terms, conditions or scope of the contract.

24. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for two (2) consecutive one-year periods. Contract shall begin no later than 15 days from the receipt of annual contract.

25. All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

    It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the project manager in writing a minimum of thirty (30) but no sooner than ninety (90) calendar days prior to the annual anniversary date of the agreement. Requests filed after this time period will not be considered.

    The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U U.S. City Average, All Items). The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary month of contract. **In no instance shall the price increase exceed 5%.** The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

26. This contract may be terminated without cause by the City, in whole or in part, by giving the Contractor fifteen (15) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City.

27. If the Contractor shall fail to provide materials/equipment/services or perform satisfactorily the work required by the terms and conditions of the contract, or materially breaches any of its obligations under this agreement the City may terminate the contract, in whole or in part by written notice. Termination shall take effect ten (10) calendar days after the date of mailing said termination notice.

    Any assignment, subletting or transfer of the interest of the contractor, either in whole or in part, without the written consent of the City shall be cause for the City to immediately terminate the agreement for default.

28. Notwithstanding any other provisions of this agreement, this agreement may be terminated by the City upon a single violation of this agreement.

29. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods (Funding-out Clause). When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled, and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes. A specific boilerplate contract clause is required to ensure the City's right to cancel due to unavailability of funds.

X. POST AWARD RESPOSIBILITIES

1. **Written Contract with City**: A written agreement in a form similar to that attached to this Request for Bid as Exhibit C must be entered into between the City and the Contractor to whom the bid is awarded. The Agreement forms the basis for the contractual obligation between the parties regarding the supplies equipment or service. A contract will be provided with the Notice of Award and must be executed and returned to City within ten (10) working days of the date of award notification unless otherwise agreed.

2. **Post-Award Responsibilities**: Upon execution of the Agreement between the City and the Contractor, the Contractor shall immediately report all changes in its Articles of Incorporation, By-Laws, or Tax-Exempt status to the City.

3. **Insurance.** Contractor shall obtain and maintain the minimum insurance coverage outlined in this solicitation. Contractor shall provide evidence of such insurance to Project Manager prior to commencement of work.

EXHIBIT A

BID FORM
RFB No. 2026-16
ANNUAL CONTRACT FOR SUPPLY OF CHEMICALS

TO: THE CITY OF HANFORD PURCHASING DIVISION:

In compliance with the City's Notice Inviting Bids for RFB 2026-16 dated: _____, the undersigned Bidder hereby proposes to supply, program, configure, deliver, and install mobile and portable radios, including related support equipment for use by the Fire Department, as specified in this RFB, including all exhibits and related contract documents, therefore.

Bidder declares that this bid proposal is based upon careful examination of the Instructions to Bidders, and the contract requirements. If this bid is accepted for award, Bidder agrees to enter into a contract with the City at the unit and/or lump sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract in the time and manner stated may result in said Purchasing Division proceeding to award the contract to others.

Bidder understands that a bid is required for the product and that compensation under this contract will be based upon the product condition received as stated in the bid specifications. It is agreed that the price bid includes all appurtenant expenses, taxes, royalties, installation, delivery, training, and fees for the purchase of the product. Bidder is to indicate the cost for delivery to Hanford, CA (if any). Bidder is to list tax where indicated, as the City is not exempt from paying sales tax (currently 8.25% in Hanford, CA).

Bidder further declares that their company has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

The Low Bidder will be based on the **Lowest Total Bid Amount**. After the lowest bidder has been determined, the City reserves the right to award the contract, if it is awarded, to the lowest bidder who is deemed both responsive and responsible and meets all criteria set forth in the bid specifications. The City reserves the right to increase or decrease actual quantities of product ordered at the stated unit cost, including tax and shipping cost, as funding allows. Bidder has read and hereby agrees to the conditions stated in this bid by affixing authorized signature on the bid form.

Item #	Chemical Name	Size of Container	Unit Price		Annual Qty		Total Annual Cost (Includes freight/delivery and all fees)
1	AquaMaster Herbicide	2.5 gal. jug	$ _____	X	40	=	$ _____
2	Aquashade	1 gal. jug	$ _____	X	20	=	$ _____
3	Bayer Round-up PROMAX	1.67 gal. jug	$ _____	X	300	=	$ _____
4	Burrow Rx Smoke Oil	1 pint bottle	$ _____	X	36	=	$ _____
5	Cheetah Pro	2.5 gal. jug	$ _____	X	200	=	$ _____
6	Clearcast	2.5 gal. jug	$ _____	X	40	=	$ _____
7	Dimension 2EW	2.5 gal. jug	$ _____	X	20	=	$ _____
8	Dismiss CA Turf Herbicide	6 oz. bottle	$ _____	X	16	=	$ _____
9	Finale XL T&O	2.5 gal. jug	$ _____	X	48	=	$ _____
10	Fusilade 2000	32 oz. bottle	$ _____	X	20	=	$ _____
11	Gallery SC	2.5 gal. jug	$ _____	X	25	=	$ _____
12	Goal 2XL	2.5 gal. jug	$ _____	X	20	=	$ _____
13	Merit 75 WSP	4 x 1.6 oz bottles	$ _____	X	1	=	$ _____
14	No Foam B	1 gallon jug	$ _____	X	8	=	$ _____
15	Pendulum AquaCap	2.5 gal. jug	$ _____	X	40	=	$ _____
16	SedgeHammer	1.3 oz bottle	$ _____	X	2	=	$ _____
17	Speed Zone Southern EW	128 oz. jug	$ _____	X	60	=	$ _____
18	Syngenta Reward	2.5 gal. jug	$ _____	X	40	=	$ _____
19	TS Pro Pacific Blue	2.5 gal. jug	$ _____	X	12	=	$ _____
20	Target Pro Spreader	1 gal. jug	$ _____	X	30	=	$ _____

21	Tribute Total	6 oz. bottle	$ _____	X	8	=	$ _____
22	Vista XRT	2.5 gal. jug	$ _____	X	200	=	$ _____
23	Wilco Gopher Getter type II	1 lb. can	$ _____	X	35	=	$ _____
24	Wilco Ground Squirrel Bait	20 lb. bag	$ _____	X	5	=	$ _____
25	**Tax (8.25% sales tax in Hanford, CA)**						$ _____
TOTAL ANNUAL COST (Items 1-25)							$ _____

Delivery FOB Destination Hanford

Delivery Time: _____ Days After Order Placed

Warranty Coverage: _____ year(s)

Does the Bid meet specifications listed in the Scope of Work: _____ Yes _____ No

If no, and in order to assist the City in the evaluation of bids, please indicate variances, no matter how slight, to explain why the product bid would not meet bid specifications below. A separate sheet of paper may be submitted if needed.

_____
_____
_____
_____
_____
_____

_____
Bidding Firm

_____
Corporation, Partner, Joint Venture

_____
Business Address City State Zip Code

(____)_____
Telephone Number E-mail Address

_____
Signature of Authorized Person (Date)

_____
Type or Print Authorized Person's Name

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE

1. If the Bidder is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.

2. If Bidder is other than an individual, identify here its charact12er, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".

3. State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.

4. If Bidder is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where Bidder is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

_____
_____
_____
_____
_____

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

CITY OF HANFORD BUSINESS TAX CERTIFICATE NO.: _____
A City Business Tax Certificate/License is not required to submit a bid; however, vendor is required to obtain a license prior to commencement of work. Please contact the Business Tax Division at (559) 585-2506 with any questions.

Federal Tax I.D. No.: _____

REFERENCES
The following are the names, addresses, and telephone numbers for at least three (3) agencies for which BIDDER has provided equipment to similar in size and scope within the past two (2) years.

Company Name	Address	Phone	Contact
Company Name	Address	Phone	Contact
Company Name	Address	Phone	Contact

EXHIBIT B-1
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE (EXECUTIVE ORDER 11246)

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Hanford, the Proposer agrees as follows:

1. The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The proposer will, in all solicitations or advertisements for employees, placed by or on behalf of the proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the proposer commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the proposer's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the proposer may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The proposer will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The proposer will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the proposer becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the proposer may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: _____
Business Address: _____
Signature: _____
Name of Signing Official (type): _____
Title of Signing Official (type): _____
Date: _____
Company Seal:

EXHIBIT B-2
NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) ss
CITY OF HANFORD)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company Name: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

State of California County of _____

Company Seal:
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.

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT B-3
AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EXHIBIT B-4
STATE OF CALIFORNIA DRUG-FREE WORKPLACE CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Contractor Proposer Firm Name: _____
Federal ID Number: _____
BY (Authorized Signature): _____
Date Executed: _____
Printed Name of Person Signing: _____
Telephone Number (Including Area Code): _____
Title: _____
Contractor/Proposer Firm's: _____
Mailing Address: _____

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   a. The dangers of drug abuse in the workplace,

   b. The person's or organization's policy of maintaining a drug-free workplace,

   c. Any available counseling, rehabilitation and employee assistance programs, and

   d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
   a. Will receive a copy of the company's drug-free workplace policy statement, and

   b. Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT B-5
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☐ The Contractor is not:

a. Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision of Public Contract Code Section 2203; or

b. A financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000 over the life of the contract (up to 5 years).

Signature: _____ Printed Name: _____

Title: _____ Agency Name: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

EXHIBIT B-6
WORKERS' COMPENSATION INSURANCE CERTIFICATE

STATE OF CALIFORNIA)
) ss
CITY OF HANFORD)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EXHIBIT C
S A M P L E AGREEMENT
ANNUAL CONTRACT FOR SUPPLY OF CHEMICAL SUPPLY SERVICES
(City of Hanford Bid No. 2026-16)

This Agreement, entered into and effective this _____ day of _____, 2026 ["Effective Date"], by and between the City of Hanford, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is an _____ with a primary business address of _____ and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and General Law City; and

WHEREAS, City of Hanford reviewed and evaluated responses to the Request for Bid and determined to award contract to CONTRACTOR for the Required Service/Product; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to supply the specified products pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. **TERM**
   The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, Contractor shall transfer to City any funds and/or accounts receivable on hand attributable to the use of City funds.

2. **ATTACHMENTS INCORPORATED**

   The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

   a. General Contract Provisions/Insurance Requirements
   b. City of Hanford RFB 2026-16
   c. Contractor's bid response to RFB 2026-16

3. **CONTRACTOR SCOPE OF SERVICES AND COMMITMENTS**
   Contractor shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

   Supply and deliver weed and pest abatement chemicals, poisons, pesticide handlers training, and Certified Pest Control Advisor recommendations for Water Conservation Plant, Utilities, Streets, and Parks Divisions on an as needed basis

4. **CITY COMMITMENTS**
City shall provide payment to the Contractor on or before completion dates as items are delivered and invoiced within 30 days of receipt of invoice.

5. **COMPENSATION**
City shall pay Contractor compensation for services as indicated in Paragraph 3 above; however, City shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by City on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by Contractor to City.

a. Total compensation: $_____

b. Source of Funds: _____

c. Payment Schedule: Within 30 days from date of receipt of satisfactory invoice for delivered product.

6. CONTRACT PRICE ADJUSTMENTS:
All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the project manager in writing a minimum of thirty (30) but no sooner than ninety (90) calendar days prior to the annual anniversary date of the agreement. Requests filed after this time will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items). The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: _____

By: _____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for Contractor in the capacity I have stated, and that such execution is sufficient to bind the Contractor.

CITY OF HANFORD

Dated: _____

By: _____

Chris Tavarez, Interim City Manager

GENERAL CONTRACT PROVISIONS/INSURANCE REQUIREMENTS

1. **Successors and Assigns**
   This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

2. **Prohibition of Assignment**
   Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

3. **Notices**
   Notice shall be sufficient hereunder if personally served upon the City Clerk of the City or an officer or principal of the company, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF HANFORD	CONTRACTOR
319 Douty St.	_____
Hanford, CA 93230	_____

4. **Independent Contractor**
   It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time City employees.

5. **Jurisdiction/Venue/Waiver Of Removal**
   This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Kings County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Kings County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

6. **Integration/Modification**
   This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.

7. **Conflict With Law**
   If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

8. **Insurance Requirements**

   a. Contractor Insurance contactor, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects City and any insurance or self-insurance maintained by City shall be in excess of contractor's insurance coverage and shall not contribute to it.
   b. Subcontractor(s') Insurance if contractor utilizes one or more subcontractors in the performance of this Agreement, contractor shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of contractor.

9. Types of Insurance and Minimum Limits

The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:

1. **Workers' Compensation Insurance** as required by the State of California with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

2. **Commercial General Liability Insurance** with a combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence and a general aggregate limit of no less than Four Million ($4,000,000). Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent contractor's Liability (if applicable).

3. **Comprehensive Automobile Liability** coverage with a combined single limit of not less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

   (1) bodily injury
   (2) personal injury
   (3) broad form property damage
   (4) contractual liability
   (5) cross-liability
   (6) products and completed operations liability

10. Other Insurance Provisions

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Contractor may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

11. Endorsements

All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

a. The City of Hanford, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Hanford.

b. It is agreed that any insurance maintained by the City of Hanford shall apply in excess of and not contribute with insurance provided by this policy.

c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City of Hanford, 319 Douty St. Hanford CA 93230.

12. Proof of Coverage

Contractor agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide City on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Hanford, which shall be provided by contractor's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be emailed to the City of Hanford Purchasing department at purchasing@hanfordca.gov.

13. Indemnification

The contractor waives any and all claims and recourse against the City, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the contractor's performance of this Agreement, except claims arising from the concurrent or sole negligence of the City or its officers, agents or employees. The contractor will indemnify, hold harmless, and defend (at City's option) the City against any and all claims, demands, damages, costs, expenses, or liability arising out of the contractor's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the City or its officers, agents, or employees.

14. Attorney's Fees

In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

15. Headings

Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

16. Firearms Prohibited

Guns may not be carried by contractors /vendors/consultants while working on City of Hanford premises without the expressed written approval of a City of Hanford Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

17. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

18. Guarantees and Warranties

In general, all guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the City.

a. One year guarantee besides guarantees required elsewhere, contractor shall and hereby does guarantee the product(s) for a period of one year after the date of acceptance by City. Acceptance will be signified upon full payment to the contractor/vendor.

b. Warranties required by the Request For Bid or this Agreement shall commence on the date of acceptance of the product/work by City, unless otherwise provided in a Certificate of Substantial Completion.

Contractor warrants that the materials and equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified, and that all product/work will be of good quality, free from faults and defects, and in conformance with the Agreement. Product that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the successful bidder, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Contractor warrants that title to all materials/equipment/work covered by an application for payment will pass to the City either by incorporation in the construction or upon the receipt of payment by the contractor/vendor, whichever occurs first, free and clear of all liens.

No materials, equipment or supplies for the project shall be purchased by the contractor or subcontractor subject to any mortgage or under a condition of sale contract or other agreement by which an interest is retained by the seller. Successful bidder warrants that it has good title to all materials and supplies and work used by it in the project, free from all liens.

Contractor shall indemnify and hold City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material persons, and furnishers of machinery, parts thereof, equipment, power tools, and all supplies, incurred in furtherance of the performance of this Agreement. Contractor shall, at City's request, furnish satisfactory evidence that all obligations of the nature here and above designated have been paid, discharged, or waived. If contractor fails to do so, then City may, after having served written notice on the contractor, either pay directly unpaid bills, of which the City has written notice, or withhold from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the contractor shall be resumed, in accordance of the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations on the City to either the contractor or its surety. In paying any unpaid bills of the contractor, the City shall be deemed the agent of the contractor and any payment so made by the City shall be considered as payment made under the contract by the City to the contractor and the City shall not be liable to the contractor for any such payments made in good faith.

Any defective work that is either corrected or replaced shall be warrantied and guaranteed for a period of one year from the date of such correction or replacement.

EXHIBIT A

BID FORM
RFB No. 2026-16
ANNUAL CONTRACT FOR SUPPLY OF CHEMICALS

TO: THE CITY OF HANFORD PURCHASING DIVISION:

In compliance with the City's Notice Inviting Bids for RFB 2026-16 dated: 2/5/26, the undersigned Bidder hereby proposes to supply weed and pest abatement chemicals, poisons, pesticide handlers training, Certified Pest Control Advisory recommendations, and headquarters inspection for Water Conservation Plant and Public Works Divisions on an as needed basis as specified in this RFB, including all exhibits and related contract documents, therefore.

Bidder declares that this bid proposal is based upon careful examination of the Instructions to Bidders, and the contract requirements. If this bid is accepted for award, Bidder agrees to enter into a contract with the City at the unit and/or lump sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract in the time and manner stated may result in said Purchasing Division proceeding to award the contract to others.

Bidder understands that a bid is required for the product and that compensation under this contract will be based upon the product condition received as stated in the bid specifications. It is agreed that the price bid includes all appurtenant expenses, taxes, royalties, installation, delivery, training, and fees for the purchase of the product. Bidder is to indicate the cost for delivery to Hanford, CA (if any). Bidder is to list tax where indicated, as the City is not exempt from paying sales tax (currently 8.25% in Hanford, CA).

Bidder further declares that their company has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

The Low Bidder will be based on the **Lowest Total Bid Amount**. After the lowest bidder has been determined, the City reserves the right to award the contract, if it is awarded, to the lowest bidder who is deemed both responsive and responsible and meets all criteria set forth in the bid specifications. The City reserves the right to increase or decrease actual quantities of product ordered at the stated unit cost, including tax and shipping cost, as funding allows. Bidder has read and hereby agrees to the conditions stated in this bid by affixing authorized signature on the bid form.

Item #	Chemical Name	Size of Container	Unit Price		Annual Qty		Total Annual Cost (Includes freight/delivery and all fees)
1	AquaMaster Herbicide	2.5 gal. jug	$ 24.62	X	40	=	$ 984.80
2	Aquashade	1 gal. jug	$ 50.31	X	20	=	$ 1,006.20
3	Bayer Round-up PROMAX	1.67 gal. jug	$ 25.34	X	300	=	$ 7,602.00
4	Burrow Rx Smoke Oil	1 pint bottle	$ 25.95	X	36	=	$ 934.20
5	Cheetah Pro	2.5 gal. jug	$ 61.05	X	200	=	$ 12,210.00
6	Clearcast	2.5 gal. jug	$ 304.78	X	40	=	$ 12,191.20
7	Dimension 2EW	2.5 gal. jug	$ 257.45	X	20	=	$ 5,149.00
8	Dismiss CA Turf Herbicide	6 oz. bottle	$ 75.71	X	16	=	$ 1,211.36
9	Finale XL T&O	2.5 gal. jug	$ 62.67	X	48	=	$ 3,008.16
10	Fusilade 2000	32 oz. bottle	$ 86.34	X	20	=	$ 1,726.80
11	Gallery SC	2.5 gal. jug	$ 762.00	X	25	=	$ 19,050.00
12	Goal 2XL	2.5 gal. jug	$ 47.50	X	20	=	$ 950.00
13	Merit 75 WSP	4 x 1.6 oz bottles	$ 117.44	X	1	=	$ 117.44
14	No Foam B	1 gallon jug	$ 38.28	X	8	=	$ 306.24
15	Pendulum AquaCap	2.5 gal. jug	$ 56.70	X	40	=	$ 2,268.00
16	SedgeHammer	1.3 oz bottle	$ 44.63	X	2	=	$ 89.26
17	Speed Zone Southern EW	128 oz. jug	$ 84.79	X	60	=	$ 5,087.40
18	Syngenta Reward	2.5 gal. jug	$ 97.00	X	40	=	$ 3,880.00
19	TS Pro Pacific Blue	2.5 gal. jug	$ 43.05	X	12	=	$ 516.60
20	Target Pro Spreader	1 gal. jug	$ 24.41	X	30	=	$ 732.30

21	Tribute Total	6 oz. bottle	$ 438.23	X	8	=	$ 3,505.84
22	Vista XRT	2.5 gal. jug	$ 156.60	X	200	=	$ 31,320.00
23	Wilco Gopher Getter type II	1 lb. can	$ 14.28	X	35	=	$ 499.80
24	Wilco Ground Squirrel Bait	20 lb. bag	$ 156.74	X	5	=	$ 783.70
25	**Tax (8.25% sales tax in Hanford, CA)**						$ 9,498.25
	TOTAL BID AMOUNT (Items 1-25)						$ 124,628.55

Delivery FOB Destination Hanford

Delivery Time: 7 **Days After Order Placed**

Warranty Coverage: 1 **year(s)**

Does the Bid meet specifications listed in the Scope of Work: ____ **Yes** X **No**

If no, and in order to assist the City in the evaluation of bids, please indicate variances, no matter how slight, to explain why the product bid would not meet bid specifications below. A separate sheet of paper may be submitted if needed.

Fusilade 2000 no longer available, bid Fusilade II in place of.
NoFoam B not available to Nutrien Ag Solutions, bid Unfomer by Loveland
TS Pro Pacific Blue not available to Nutrient Ag Solutions, bid Super Marking Dye by Alligare
Target Pro Spreader not available to Nutrien Ag Solutions, bid Activator 90 by Loveland

Nutrien Ag Solutions, Inc.

Bidding Firm

Corporation, Partner, Joint Venture

10200 Systems Parkway | Sacramento | CA | 95827

Business Address | City | State | Zip Code

(530) 821-3524 | aaron.smith2@nutrien.com

Telephone Number | E-mail Address

Signature of Authorized Person | 2/4/2026 (Date)

Tim Smith, Sr. Director

Type or Print Authorized Person's Name

EXHIBIT C
AGREEMENT
ANNUAL CONTRACT FOR SUPPLY OF CHEMICAL SUPPLY SERVICES
(City of Hanford Bid No. 2026-16)

This Agreement, entered into and effective this _____ day of _____, 2026 ["Effective Date"], by and between the City of Hanford, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is an _____ with a primary business address of _____ and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and General Law City; and

WHEREAS, City of Hanford reviewed and evaluated responses to the Request for Bid and determined to award contract to CONTRACTOR for the Required Service/Product; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to supply the specified products pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. **TERM**
   The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, Contractor shall transfer to City any funds and/or accounts receivable on hand attributable to the use of City funds.

2. **ATTACHMENTS INCORPORATED**

   The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

   a. General Contract Provisions/Insurance Requirements
   b. City of Hanford RFB 2026-16
   c. Contractor's bid response to RFB 2026-16

3. **CONTRACTOR SCOPE OF SERVICES AND COMMITMENTS**
   Contractor shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

   Supply and deliver weed and pest abatement chemicals, poisons, pesticide handlers training, and Certified Pest Control Advisor recommendations for Water Conservation Plant, Utilities, Streets, and Parks Divisions on an as needed basis

4. **CITY COMMITMENTS**
City shall provide payment to the Contractor on or before completion dates as items are delivered and invoiced within 30 days of receipt of invoice.

5. **COMPENSATION**
City shall pay Contractor compensation for services as indicated in Paragraph 3 above; however, City shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by City on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by Contractor to City.

a. Total compensation: $_____

b. Source of Funds: _____

c. Payment Schedule: Within 30 days from date of receipt of satisfactory invoice for delivered product.

6. CONTRACT PRICE ADJUSTMENTS:
All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the project manager in writing a minimum of thirty (30) but no sooner than ninety (90) calendar days prior to the annual anniversary date of the agreement. Requests filed after this time will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items). The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: _____

By: _____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for Contractor in the capacity I have stated, and that such execution is sufficient to bind the Contractor.

CITY OF HANFORD

Dated: _____

By: _____

Chris Tavarez, City Manager

AGENDA
STAFF REPORT

MEETING DATE: 3/3/2026	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Approval of the purchase of two (2) 2026 Chevrolet EV trucks from Keller Chevrolet of Hanford, CA and required upfitting from Cooks Communication for a total cost of $166,765 and an appropriation of $36,765 from Measure H Capital Projects fund to fully cover the cost.

RECOMMENDATION:

Recommendation:

That the City Council authorize the purchase of two (2) 2026 Chevy Silverado EV trucks from Keller Chevrolet of Hanford, CA in the amount of $124,120.36 and related upfitting from Cooks Communications in the amount of $42,643.74 for a total cost of $166,765 and appropriate $36,765 from the Measure H Capital Projects fund to fully cover the cost.

Recommended Motion:

That by motion, the City Council authorize the purchase of two (2) 2026 Chevy Silverado EV trucks from Keller Chevrolet of Hanford, CA in the amount of $124,120.36 and related upfitting from Cooks Communications in the amount of $42,643.74 for a total cost of $166,765 and appropriate $36,765 from the Measure H Capital Projects fund to fully cover the cost.

BACKGROUND:

In 2024, the citizens of Hanford approved Measure H. A portion of Measure H calls out a specific expenditure plan that was overwhelmingly approved by the Measure H Citizen Committee. Within the expenditure plan, it calls for the hiring of two Community Service Officers within the police department. The purchase of these vehicles will provide the support needed for the daily activities of the newly hired officers.

At the June 17, 2025, the Council approved the purchase and upfitting of two (2) Ford F150 Lightning EV truck. A purchase order was issued, and the order was placed with National Auto Fleet Group of Watsonville, CA.

Before production commenced, the City received notice that Ford was canceling all production of the Ford Lightning line of vehicles and the order would not be fulfilled.

The City of Hanford Fleet Services and Hanford Police Department have worked closely in an effort to balance the needs of the Hanford Police Department, while meeting State-mandated vehicle emissions. Due to emission requirements, it was determined that the purchase of two (2) Chevrolet

Silverado EV WT with extended battery would meet both Hanford Police Department's needs and align the City Fleet Services with State mandates.

FISCAL IMPACT:

The Measure H Capital Projects Fund allocated $130,000 for the purchase of Community Service Officer vehicles. However, an additional appropriation of $36,765 is required to fully cover the cost. This additional amount will be fully offset by cost savings realized from other Police Department vehicle purchases within the Measure H Capital Projects Fund. Therefore, there is no net fiscal impact to the fund.

ATTACHMENTS:

1. Keller EV Quote
2. Cooks Communications Quote
3. Giant Auto Quote
4. NAFG Quote

700 W. Cadillac Lane
Hanford, CA 93230

KELLER
CHEVROLET BUICK GMC Cadillac

(559) 582-1000
www.kellerdeal.com

2-20-26

SELLING PRICE.....	$57,290.00 EA.
SALES TAX.....	4,726.43
TIRE FEE.....	8.75
DMV FEES	35.00

TOTAL..... $62,060.18 ** EA.

** 2026 MODEL BID QUOTE GOOD FOR 30 DAYS FROM BID DATE ABOVE. **

*** BUYER ***

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

*** PURCHASE ***

STOCK# TBD
VIN# TBD
YEAR: 2026
MAKE: CHEVROLET
MODEL: EV SILVERADO CREW 4WD 5WT PKG.
COLOR: WHITE
TRIM: BLACK EVO TEX
ODOMETER: TBD

CHRIS HILL
FLEET MANAGER

Estimate

160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818 Email: sales@cookscom.com

Customer No.: HANFORD PD
Quote No.: 17913

Quote To: **City of Hanford Police Department**
315 N Douty St
Accounts Payable
Hanford, CA 93230-000

Phone: (559) 585-2540
Email: jlutz@hanfordca.gov

Ship To: **City of Hanford Police Department**
319 N Douty
Hanford, CA 93230-000

Phone:
Email: billing@cityofhanfordca.com

Date	Ship Via	F.O.B.	Terms
01/23/26	Up-Fit Shop	Origin	Net 30

Purchase Order Number	Sales Person	Expiration Date
	David Burchfield	03/22/26

Quantity Required	Item Number	Description	Unit Price	Amount
		25 CHEVY SILVERADO 1500 EV CSO BUILD UNIT# 83		
1	ALGT53JZ-AMBR3H6C	FS Allegiant 53" Amber Light Bar w/6 Button Controller FS Join & Hook Kit	1917.00	1917.00
1	HKB-UNH6	Fed Sig Hook Kit fits '24 Ford F150	0.00	0.00
2	MPS122U-AW	Fed Sig Micropulse Ultra Duo White/Amber Old Part # MPS1220U-AW	167.00	334.00
		MOUNTED ON THE GRILLE		
2	MPS121U-A	FS Micropulse Ultra Perimeter Light Amber. Old p/n MPS1200U-AA	146.00	292.00
		MOUNTED ON THE REAR OF THE TRUCK		
		CENTER CONSOLE EQUIP.		
1	C-VSW-0824-SILV-EV	Havis 32" Wide Body Console fits '24-'25 Chevy Silverado EV	984.00	984.00
1	C-USB-3	Havis Dual USB Charger Module	63.00	63.00
1	C-LPO	HAVIS Lighter plug socket & cap	12.00	12.00
2	C-FP-4	4" Blank Havis Face Plate	0.00	0.00
1	C-EB30-KCH-1P	Havis 3" Faceplate fits Kenwood KCH20r Control Head	0.00	0.00
2	C-FP-1	1" Blank Havis Face Plate	0.00	0.00
4	C-FP-2	2" Blank Havis Face Plate	0.00	0.00

Thank You

Estimate

160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818 Email: sales@cookscom.com

Customer No.: HANFORD PD
Quote No.: 17913

Quote To: **City of Hanford Police Department**
315 N Douty St
Accounts Payable
Hanford, CA 93230-000

Phone: (559) 585-2540
Email: jlutz@hanfordca.gov

Ship To: **City of Hanford Police Department**
319 N Douty
Hanford, CA 93230-000

Phone:
Email: billing@cityofhanfordca.com

Date	Ship Via	F.O.B.	Terms
01/23/26	Up-Flt Shop	Origin	Net 30

Purchase Order Number	Sales Person	Expiration Date
	David Burchfield	03/22/26

Quantity Required	Item Number	Description	Unit Price	Amount
1	CUP2-1001	Havis Self Adjusting Cup Holder	54.00	54.00
1	C-APW-1390	Havis 13" Accessory Pocket 9" Deep for 3.3"w Section of Wide Consoles	70.00	70.00
2	C-APW-1258	Havis 12" Accessory Pocket 5.8" Deep for 3.3"W Section of Wide Consoles	46.00	92.00
1	NONSTOCK	Non-Stock Inventory	600.00	600.00
1	C-ARM-1001	Havis Arm Rest w/Lockablle Acc Pocket Uses 7" Console Space	262.00	262.00
1	C-HDM-204	8.5" Heavy Duty Telescoping Pole. Side Mount, Short Handle	184.00	184.00
1	C-HDM-301	Havis Heavy-Duty Fixed Top Offset Platform 0-inches	18.00	18.00
1	C-ADP-121	Havis Adapter Bracket C-UMM-103 & Swivel Arm Mounts	21.00	21.00
1	C-UMM-103	Havis Universal Monitor Mount Assm.	106.00	106.00
1	MD-ARM-0606	Havis Swivel Arm Mount w/6" Base, 6" Extension	125.00	125.00
1	PKG-KB-2002	HAVIS Rugged Keyboard With Mount (No Emergency Key)	569.00	569.00
1	DS-DELL-901	Havis Docking Station for Dell 7230 Tablet w/Power Supply	827.00	827.00
1	CR0MD	Dell 7230 Rugged Extreme Tablet 12" i5 16gb 256GB SSD	2850.00	2850.00

Thank You

Estimate

160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818 Email: sales@cookscom.com

Customer No.: HANFORD PD
Quote No.: 17913

Quote To: **City of Hanford Police Department**
315 N Douty St
Accounts Payable
Hanford, CA 93230-000

Phone: (559) 585-2540
Email: jlutz@hanfordca.gov

Ship To: **City of Hanford Police Department**
319 N Douty
Hanford, CA 93230-000

Phone:
Email: billing@cityofhanfordca.com

Date	Ship Via	F.O.B.	Terms
01/23/26	Up-FIt Shop	Origin	Net 30

Purchase Order Number	Sales Person	Expiration Date
	David Burchfield	03/22/26

Quantity Required	Item Number	Description	Unit Price	Amount
1	MB01-19005GB-GA	Cradlepoint IBR-1900 1-yr NetCloud Mobile Performance Essentials Plan and R1900 router with WiFi (5G modem), no AC power supply or antennas, Global	1699.00	1699.00
1	PWAT-328-TW-7N1COOKS	Panoram Antenna for Cradlepoint R1900	465.00	465.00
		COMMUNICATIONS EQUIPMENT		
1	NX-5800BK	Kenwood 50 watt, 1024CH 450-520MHz, RF Deck 3 Year Warranty	614.00	614.00
1	KWD-5100CV	Kenwood P25 Conventional License Key	404.00	404.00
1	KWD-AE31K	Kenwood AES&DES Encryption Order L-5008 if Install Req.	536.00	536.00
1	LABHRMIN	1/2 Hour Labor Charge	82.50	82.50
1	5AFM	Kenwood NX-5000 Series Single Deck, Single Control Head Remote Mount	798.00	798.00
1	ROOF-FT-NITI	Stico Flexi-Whip Antenna 136mhz-1ghz. Includes coax & RFU505ST	104.00	104.00
1	RFU505ST	PL259 For RG58	10.00	10.00
		GRAPHICS		
1	GRAPHICSPACKAGE	Graphics Package for Public Safety Vehicle Custom Reflective COMMUNITY SERVICE OFFICER Vehicle Graphic Kits for HANFORD POLICE'S white 2025 Ford Lightning super crew cab with 5.5 foot bed pickup trucks (Graphic kit to be printed on 3M IJ680CR	703.00	703.00

Thank You

Estimate

160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818 Email: sales@cookscom.com

Customer No.: HANFORD PD
Quote No.: 17913

Quote To: **City of Hanford Police Department**
315 N Douty St
Accounts Payable
Hanford, CA 93230-000

Phone: (559) 585-2540
Email: jlutz@hanfordca.gov

Ship To: **City of Hanford Police Department**
319 N Douty
Hanford, CA 93230-000

Phone:
Email: billing@cityofhanfordca.com

Date	Ship Via	F.O.B.	Terms
01/23/26	Up-Fit Shop	Origin	Net 30

Purchase Order Number	Sales Person	Expiration Date
	David Burchfield	03/22/26

Quantity Required	Item Number	Description	Unit Price	Amount
		reflective vinyl with 8519 laminate) * Community Service Officer graphic kit to be similar to photo of Hanford Police Community Service Officer graphic kit shown in photos provided by the customer. Graphic kit to consist of: - HANFORD lettering in white reflective with black outline on front doors. Lettering to be arched. - Hanford Police's 7 point star emblem in center of front door below the HANFOR lettering - POLICE lettering in white reflective with black outline below the star emblem on front doors - Community Service Officer lettering in black across the top of the side of the bed - Waving American Flag decal on front fenders - unit number on front fenders, rear, and front of hood - HANFORD POLICE lettering in black on rear tailgate		
3.000	GRAPHICS INSTALL PKG	Includes Surface Prep Wrap Graphics Around All Ends, Stars, & Badges	165.00	495.00
		MISC INSTALLTION EQUIP		
1	7189B-BSS	Resettable Circuit Breaker Resettable Circuit Breaker Old p/n CB185-150	47.00	47.00
1	7615B-BSS	Blue Seas Solenoid/Timer. 120amp 12vdc Old P/N 7615B	123.00	123.00
1	5029B-BSS	12 Circuit Water Resistant Fuse Block w/Cover Old P/N 5029	42.00	42.00

Thank You

Estimate

160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818 Email: sales@cookscom.com

Customer No.: HANFORD PD
Quote No.: 17913

Quote To: **City of Hanford Police Department**
315 N Douty St
Accounts Payable
Hanford, CA 93230-000

Phone: (559) 585-2540
Email: jlutz@hanfordca.gov

Ship To: **City of Hanford Police Department**
319 N Douty
Hanford, CA 93230-000

Phone:
Email: billing@cityofhanfordca.com

Date	Ship Via	F.O.B.	Terms
01/23/26	Up-Flt Shop	Origin	Net 30

Purchase Order Number	Sales Person	Expiration Date
	David Burchfield	03/22/26

Quantity Required	Item Number	Description	Unit Price	Amount
1	5029 FPI MNT BRKT	Mounting Bracket for 5029 Fuse Block.	50.00	50.00
1	5080	Relay	14.00	14.00
1	NUS-2X	Nu-Tech Roof Entry Port	25.00	25.00
1	MATERIALSFEE3	Installation Material Bundle	200.00	200.00
24.000	LAISREG	Shop Installation	165.00	3960.00

Subtotal	19751.50
Freight charges	300.00
Sales tax @ 8.35000%	1270.37
Total	21321.87

Thank You for Considering Cook's Communications

Thank You

GIANT
CHEVROLET - CADILLAC

Date: 2/20/2026
Salesperson: ZACH ROBERTSON
Manager: ZACH ROBERTSON

FOR INTERNAL USE ONLY

BUSINESS NAME CITY OF HANFORD — Home Phone : (559) 585-2500
CONTACT

Address : 900 SOUTH 10TH AVE
HANFORD, CA 93230
KINGS — Work Phone :

E-Mail : — Cell Phone :

VEHICLE

Stock # : 26XXX — New / Used : New — VIN : XXX — Mileage: 120
Vehicle : 2026 Chevrolet Silverado EV — Color :
Type : LT w/3LT All-Wheel Drive Crew Cab 5 — CT35843
Body Size : — Style : — Weight : 8510 — Unit Class :

*Registration and Documentation fees are estimated

Market Value Selling Price	68,840.00
Discount	9,160.00
Adjusted Price	59,680.00
Doc Fee	85.00
Tax	4,930.61
Non Tax Fees	49.00
Cash Deposit	.00
Balance	64,744.61

EA.

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

2/20/2026

Quote ID: **34004 R2**

Order Cut Off Date: **TBA**

Mr Glen Weaver
City of Hanford

315 N. Douty

Hanford, California, 93230

Dear Glen Weaver,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Two (2) New/Unused 2026 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Extended Range Work Truck, delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	$69,295.00	$67,363.88	2.787 %	$134,727.76	$3,862.24
Tax (8.2500 %)		$5,557.52		$11,115.04	
Tire fee		$8.75		$17.50	
Transportation		$575.00		$1,150.00	
Total		$73,505.15		$147,010.30	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-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
Account Manager
yesenia@watsonvillefleetgroup.com
(626) 457-5590

Vehicle Configuration Options

EMISSIONS	
Code	**Description**
YF5	Emissions, California state requirements
ENGINE	
Code	**Description**
EN0	Engine, none, (STD)
TRANSMISSION	
Code	**Description**
MF1	Transmission, none, (STD)
PREFERRED EQUIPMENT GROUP	
Code	**Description**
5WT	Work Truck Preferred Equipment Group, includes standard equipment
WHEELS	
Code	**Description**
RIP	Wheels, 18" X 8.5" (45.7 cm x 21.6 cm), (STD)
TIRES	
Code	**Description**
QWJ	Tires, LT265/70R18, all-season blackwall
PAINT	
Code	**Description**
GAZ	Summit White
SEAT TYPE	
Code	**Description**
AR9	Seats, front bucket, (STD)
SEAT TRIM	
Code	**Description**
H9F	Black, Evotex seat trim
CHARGING CORD	
Code	**Description**

PSC	Dual Level Charge Cord, dual-mode, portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection

2026 Fleet/Non-Retail Chevrolet Silverado EV e4WD Crew Cab Extended Range Work Truck

WINDOW STICKER

2026 Chevrolet Silverado EV e4WD Crew Cab Extended Range Work Truck

CODE	MODEL	MSRP
CT35843	2026 Chevrolet Silverado EV e4WD Crew Cab Extended Range Work Truck	$66,200.00
	OPTIONS	
YF5	Emissions, California state requirements	$500.00
EN0	Engine, none, (STD)	$0.00
MF1	Transmission, none, (STD)	$0.00
5WT	Work Truck Preferred Equipment Group, includes standard equipment	$0.00
RIP	Wheels, 18" X 8.5" (45.7 cm x 21.6 cm), (STD)	$0.00
QWJ	Tires, LT265/70R18, all-season blackwall	$0.00
GAZ	Summit White	$0.00
AR9	Seats, front bucket, (STD)	$0.00
H9F	Black, Evotex seat trim	$0.00
PSC	Dual Level Charge Cord, dual-mode, portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$66,700.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$2,595.00
TOTAL PRICE	**$69,295.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, none (STD)
Dual Level Charge Cord, dual-mode portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection
Transmission, none (STD)

EXTERIOR

Wheels, 18" X 8.5" (45.7 cm x 21.6 cm) high gloss Black painted aluminum (STD)
Tires, LT265/70R18, all-season blackwall

INTERIOR

Seats, front bucket (STD)

GVWR

GVWR, 9990 lbs. (4531 kg)

ADDITIONAL EQUIPMENT

Trailering Integration Package (Work Truck), includes (JL1) Trailer brake controller and (PZ8) Hitch View
Assisted Driving Package includes (UGN) Enhanced Automatic Emergency Braking, (UVZ) Reverse Automatic Braking, (UFB) Rear Cross Traffic Braking, (CTB) Intersection Automatic Emergency Braking, (UKK) Rear Pedestrian Alert, (HS1) Safety Alert Seat, (UOW) Side Bicyclist Alert, (UVX) Traffic Sign Recognition, (UV2) HD Surround Vision and (KSG) Adaptive Cruise Control (Includes (UKI) Blind Zone Steering Assist and (UKM) Lane Keep Assist with Lane Departure Warning.)
WT Plus Package includes (RIP) 18" high gloss Black painted aluminum wheels, (QK2) Multi-Flex Tailgate, (QT5) Tailgate, gate function manual with EZ Lift, (BVE) Assist steps, (KV7) Offboarding Power, (ZL6) Trailer Integration Package, (K2O) 19.2 kW high-voltage Charging Module
Pickup bed, 5 ft 11 inches
Electronic Precision Shift electronic transmission range selector with Low selection for throttle off regenerative braking and one-pedal driving capability
Emission system zero emission vehicle (ZEV)
Chassis, Dual Motor 4WD
Dual Motor 4WD Performance Torque Vectoring Dual Motor 4WD (Electronic), 2 motors (1 front & 1 rear electric drive unit)
Front Drive Unit 1-motor, Integrated Inverter, Park System
Rear Drive Unit 1-motor, Integrated Inverter

Battery Pack, Extended Range (Up to 510 hp and 580 lb-ft of torque in Tow/Haul Mode.)
DC fast charging (20MOD is 670V, up to 300kW)
Charging module, 19.2 kW high-voltage
Vehicle-to-home all V2H-capable GM EV's can provide power to your properly equipped home in a blackout to all equipment groups (The GM Energy PowerShift Charger and GM Energy V2H Enablement Kit requires an adequately charged and properly equipped GM EV having bidirectional charging capabilities, a properly equipped home, and proper grid interconnection. Some eligible 24MY EVs will require a dealership or over-the-air update to enable bidirectional charging. Weather conditions, life of the battery, vehicle variation and usage, and other external factors may impact the duration of power supply. Power supply may be interrupted. It is not recommended that the following devices be powered with the GM Energy PowerShift Charger and V2H Enablement Kit: Medical Devices.)
Suspension, 4-wheel independent suspension with premium ride and handling
Brakes, front and rear sliding caliper disc with DURALIFE rotors, with Variable Regen on Demand capability
Brake rotor, FNC
Trailer brake controller, integrated
Tow/Haul Mode
Jack, mechanical, with tools located in the eTrunk
Wheel, spare, 18" X 8.0" (45.7 cm x 20.3 cm), steel
Tire, spare LT225/65R18, all-season blackwall
Assist steps, Black, wheel to wheel
Shutters, front upper and lower grille, active
IntelliBeam, automatic high beam on/off
Headlamps, LED with LED Daytime Running Lamps
Tail lamps, LED
LED Cargo Area Lighting located in cargo bed activated with switch on instrument panel
Mirrors, outside heated power-adjustable
Mirror caps, painted Black
Window, front side, solar absorbing
Window, rear side, solar absorbing, privacy tinting
Glass, deep-tinted, rear door and rear cab
Tailgate, Muti-Flex, with six functional load/access features NOTE: Auto release can be disabled if ball hitch is installed. See Owner's manual for details
Tailgate, gate function manual with EZ Lift, includes power lock and release
Tailgate, locking
Door handles, body-color
SiriusXM Trial Subscription (IMPORTANT: the SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)
Audio System, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition

Audio system feature, 6-speaker system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
5G vehicle connectivity
Evotex seat trim
Seat adjuster, driver 6-way manual
Seat adjuster, front passenger 4-way manual
Seat, rear 60/40 folding bench
Center console, floor-mounted 4 cup holders, USB port, Auxiliary and 120V Power Outlets
Floor Covering, all-weather vinyl flooring
Steering Wheel, urethane
Steering column, manual tilt and telescoping
Steering wheel audio controls
Driver Information Center 11" diagonal display with fully digital color
Windows, remote Express-Down, front and rear door windows
Door locks, power
Remote vehicle starter system pre-conditioning
Keyless Open and Start includes remote keyless entry
Adaptive Cruise Control (Included with (AS2) Assisted Driving Package.)
Theft-deterrent system, unauthorized entry
Alarm, remote panic
USB Ports, 2, Type-C Charge/Data ports located on floor console
USB Ports, rear, dual, Type-C charge-only
Power outlet, front console, 12-volt
Power outlet, 120-volt, on back of floor console
Power outlet, 110-volt, located in the eTrunk
Power outlets, bed mounted, 4 120-volt
Power outlet, bed mounted, 240-volt
Offboarding Power, 7.2 kW, split phase, AC power (10.2 kW with accessory Power Bar, when equipped with (K2O) 19.2 kW high-voltage Charging Module.)
Air conditioning, dual-zone automatic climate control
Air vents, rear, heating/cooling
Air filter, pollutant
Air conditioning, refrigerant, low GWP
Defogger, rear-window electric
Sensor, cabin humidity and windshield temperature
Map pocket, front passenger seatback
Mirror, inside rearview manual tilt, day/night
eTrunk, lockable weather-proof and lit compartment with 120 volt outlet, cargo tie-downs and drain holes
Enhanced Automatic Emergency Braking (Included with (AS2) Assisted Driving Package.)
Reverse Automatic Braking (Included with (AS2) Assisted Driving Package.)

Rear Cross Traffic Braking (Included with (AS2) Assisted Driving Package.)
Front Pedestrian and Bicyclist Braking
Intersection Automatic Emergency Braking intersection alert, braking (Included with (AS2) Assisted Driving Package.)
StabiliTrak, Stability Control System with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
Airbags, Frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
Side Bicyclist Alert (Included with (AS2) Assisted Driving Package.)
LED Reflective Windshield Collision Alert
Traffic Sign Recognition (Included with (AS2) Assisted Driving Package.)
HD Surround Vision with Trailer View Camera Provision (Included with (AS2) Assisted Driving Package.)
Blind Zone Steering Assist (Included with (AS2) Assisted Driving Package.)
Lane Keep Assist with Lane Departure Warning, enhanced (Included with (AS2) Assisted Driving Package.)
Front and Rear Parking Assist
Hitch View
Hitch Guidance
Following Distance Indicator
Forward Collision alert
Rear Pedestrian Alert (Included with (AS2) Assisted Driving Package.)
Rear Seat Reminder
Seat Belt adjustable Guide Loops, front row
Seat Belt, front passenger presence detector
Seat belt, rear passenger presence detector
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu
LATCH system (Lower Anchors and Tethers for CHildren) for child restraints seats
Safety Alert Seat (Included with (AS2) Assisted Driving Package.)
Door locks, rear child security lock manual child lock system (rear door latch)
Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitoring System auto learn, includes Tire Fill Alert
OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need (Requires (UE1) OnStar. OnStar Basics includes remote commands,

Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
Trailering Information Label

AGENDA
STAFF REPORT

MEETING DATE: 3/3/2026	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Award of a contract in the amount of $248,808.80 for the replacement of the Bayoxide Media Filter at Well 50 located at the corner of Hanford-Armona and 9th Avenue

---

RECOMMENDATION:

Recommendation:

Staff recommends that the City Council Authorize the City Manager to execute a contract with Layne Christensen Company, in the amount of $248,808.80 for the removal, replacement and disposal of the arsenic filter media at Well 50, located at the southwest corner of Hanford-Armona Rd and 9th Ave.

Recommended Motion:

I motion to authorize the City Manager to execute the media filtration removal, replacement and disposal contract with Layne Christensen Company in the amount of $248,808.80.

BACKGROUND:

Well 50 is located on the southeast corner of Hanford-Armona Rd. and 9th Ave and was drilled in 2015 and put into city service in 2016. In October 2019, an arsenic treatment plant was installed at Well 50, at a cost of $1.2 million. The *Bayoxide* media filtration for the treatment plant has a life expectancy of 2 to 4 years, depending on the level of treatment and the time the well is in service. The *Bayoxide* media filter is manufactured in Germany and used exclusively at Well 50.

The Well 50 treatment plant's filter is nearing the end of its projected life cycle. As of the last water test, the site was reported at 7.0 parts per million, still below the State of California standard of 8.0 parts per million. The well must be shutoff once the level reaches 8.0. Therefore, with the test results close to meeting the state's threshold, staff took a proactive approach to request quotes in an effort to expedite the removal, disposal and replacement of the filter in advance of potential arsenic spikes and prior to the high summer demand.

City staff requested quotes from various vendors following an informal bid process, and received the following three quotes (copies included in this report):

Vendor	**Bid Amount**

Layne Christensen Company	$248,808.80
AdEdge	$252,572.53
Telstar Instruments	$355,823.00

Layne Christensen Company is the apparent low bidder based on the lowest quote of $248,808.80. The quote price includes all applicable tax, shipping, material, and labor at the current prevailing wage rate. It should be noted that AdEdge's quote was slightly lower than what appears in the quote due to a re-calculation of taxable items. AdEdge's quote also does not include shipping; regardless the quote came in higher than Layne Christensen Company.

FISCAL IMPACT:

The budget for the filter has previously been appropriated using 0391 Water Funds and included in CIP No. 825608 (Well Media Filtration) and. There are sufficient funds in the project budget. Therefore, no additional appropriations are needed at this time.

ATTACHMENTS:

1. Layne Christensen Company Quote
2. AdEdge ChartWater Quote
3. Telstar Quote

2/4/2026

City of Hanford CA
315 N Douty Street
Hanford, CA 93230-3951
Attention: Bob Williams, Utility Manager
bwilliams@hanfordca.gov

PROJECT ESTIMATE

Prepared For: Bob Williams

Prepared By: Randy Roberts

Description: Bayoxide E33 Media Change Out

Layne Christensen Company is a global water management, mineral exploration and drilling company. We provide responsible infrastructure solutions for natural resources in water, minerals and energy, while offering innovative, sustainable products and services with an enduring commitment to safety, operational excellence, and client satisfaction. In June 2018, Layne became a wholly-owned subsidiary of Granite Construction, Inc.

We are pleased to submit the following quotation:

Turnkey Media Change Out for Arsenic Treatment System

Thank you for the opportunity to be your water resource solution.

PROJECT ESTIMATE

Company: City of Hanford CA
Contact: Bob Williams
Address: 315 N Douty Street
City, State, Zip: Hanford, CA 93230-3951
Phone: Attention: Bob Williams, Utility Manager
Email: bwilliams@hanfordca.gov

Date: February 4, 2026
Estimated By: Randy Roberts
Location: 9001 Hanford Armona Rd, Hanford, CA 93230
Prevailing Wage: Yes
Type of Tax: Use
Tax Rate: 8.250%

Project: Bayoxide E33 Media Change Out

Description	Unit	Quantity	Price	Total
Bayoxide E33 Media - Packaged in (14) Supersacks	CF	728	$ 259.00	$ 188,552.00
Gravel Under-bedding 1/8" x 1/16" NSF - Packaged in (48) 1/2cu/ft. bags - Top Off Only	CF	24	$ 39.20	$ 940.80
Services - Media sampling and testing, Media extraction and containerization, Virgin media loading, waste profiling and dispsoal at Class "D" Non-Haz landfill, Chlorination (18) gallons 12.5% NSF, Site Clean up, Includes media delivery on day of services	LS	1	$ 36,571.43	$ 36,571.43
Layne Supervision and Project Management - On-site supervision and recommissioning of treatment system, Travel and Per Diem included, **On-site training for operators included**	DY	4	$ 1,700.00	$ 6,800.00
Side Manway Gasket - NSF 20" (CS Supply)	EA	2	$ 98.36	$ 196.72
Top Manway Gasket 14" x 18" NSF Elliptical	EA	2	$ 45.48	$ 90.96
Freight - Included in Services - Delivery on day of services				

Sub Total ==>	$	233,151.91
Total Taxable Amount	$	189,780.48
Total Tax Amount	$	15,656.89
Total Project Estimate Amount	$	248,808.80

Clarifications

1. Please provide a copy of your tax exempt certificate, if applicable.
2. Please provide the physical site address where the work is to be performed.
3. This quote is valid for 30 days from above date.
4. Based upon Layne Christensen Company's attached Terms & Conditions.
5. Layne Christensen Company's payment terms are "Net 30".
6. Signing this project estimate authorizes Layne Christensen Company to proceed with your project
7. Price does not consider prevailing wage, if required the daily labor rate will be revised accordingly.

Layne Christensen Company

Randy Roberts

02/04/26

Randy Roberts — Date

City of Hanford CA

Bob Williams — Date

STANDARD TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: *Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.*

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: *Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.*

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

Project Contract

Quote #: JHB-022026-1

2055 Boggs Road
Duluth, GA 30096
www.adedgetech.com

Phone:(470) 602-4586 (James Hunter Black)
Fax: 678-835-0057
james.black@chartindustries.com

Date: 2/20/2026

Terms: See Below

Prices FOB: Duluth, GA

Sold To/ Bill To: City of Hanford, California - Bob Williams
1400 West Lacey Blvd. Hanford California 93230
bwilliams@hanfordca.gov

Delivery:

Customer PO:

Ship to: City of Hanford - Bob Williams
TBD
bwilliams@hanfordca.gov

Customer Phone #: TBD

Project: Hanford CA MCO 2026

We are pleased to quote the following:

Item	Quantity		Description	Unit Price	Total
		Media		$255.00	$185,640.00
A	728 FT^3	MM10033	E33 Bayoxide GFO Media *Packaged in 14, 52 cubic foot supersacks (23,296 Pounds Total)*	**Included** $ 27.75	$ 666.00
B	24 FT^3	GR10018	1/8" X 1/16" Underbedding Gravel *Packaged in 48, 1/2 cubic foot bags (2,400 Pounds Total)*	**Included** $ 74.57	$ 149.13
		Replacement Parts			
C	2 each	FP00021	Gasket EPDM 20 NPS	**Included** $ 68.03	$ 136.05
D	2 each	TG20078	14" X 18" Manhole Gasket	**Included**	
		Media Extraction and Dispsoal			$ 43,386.00
E	1 Service	Disposal of old tanks will be done at a later time Separate Quote will be required for this work		**Included**	
		Project Supervision			$7,201.58
F	1 Tech	AdEdge project coordination, onsite supervision of media extraction and loading, Media conditioning and Chlorination, backwashing of media, Recommissioning of treatment system, and Replacing all nessecary parts		**Included**	
		Required Lab Testing			
G	1	**RCRA TCLP Metals 8 & CAL CAM WET 17** Testing for Disposal Sample Collection, Laboratory Testing, and Submit Results for Waste Profile		**Included**	
H		**Shipping and Handling** Shipping Estimate Included Site Contact: Bob Williams		**Included**	$2,820.00
F		**Taxes** Hanford CA Tax Rate 7.25%		$17,399.91	
			Total Quote Cost:	**$257,398.67**	

Notes:
* Freight Estimate Included/ Additonal Charges will be applied to final invoice

Terms:
* Purchase Order required to hold pricing and proceed
* Quote is valid for 30 days from date of this proposal
* Order is subject to credit approval by Chart Industries
* 25% Upon Receipt of signed PO - Net 30 Terms
* 75% Due upon recommissioning of system - Net 30 Terms
* Taxes are not included and will be determined at time of invoicing
* Late payments subject to 12% interest annual

Customer Proposal Authorization: _____ **Date:** _____

The Parties hereto acknowledge that the signatory above is authorized to represent the respective party and bind that party to the terms and conditions contained herein

AdEdge Authorization: James Black **Date:** 02/20/2026

Prices quoted above are current prices in effect and are subject to acceptance within 30 days from the above date, and are firm on an order resulting from this quote scheduled to ship within 30 days from date of order entry. All items quoted will be produced in strict accordance to any Government Regulation in effect including Fair Labor-Standards Act, OSHA, and Equal Employment Opportunity Executive orders. Delivery schedules are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control.

Contractor License #422364
Contractor DIR #1000000899

CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE

February 18, 2026

Hanford PW
900 S. 10th Ave.
Hanford, CA 93230
Sent via Email: rwilliams@cityofhanfordca.com

Attn: Bob Williams
Subject: Well 50 Arsenic Media Replacement
Reference: TBD

Drawings: N/A
Specifications: N/A

Dear Bob,

Telstar Instruments ("Telstar") is pleased to provide a quote for the referenced project to the above identified purchaser ("Customer"). Telstar will replace the existing gravel and arsenic filter media for two vessels at the Well 50 site. 24 cubic feet of gravel and 827 cubic feet of arsenic filter media will be replaced, and the vessels will be disinfected and put back into service.

By accepting this proposal from Telstar, you agree to treat this as confidential information.

SCOPE OF SUPPLY:

1. Telstar will remove the existing arsenic filter media and gravel from the two filter vessels, and place in disposable sacks. Telstar will clean and disinfect the inside of the vessels. Telstar will install 24 cubic feet of gravel and 827 cubic feet of arsenic filter media into the two vessels. Replacement of the gravel and arsenic filter media for both vessels will be performed concurrently. The City will take samples after disinfection for BacT testing of water after vessel is refilled and have them analyzed by local laboratory.
2. The City will test the existing gravel and arsenic filter media to determine the requirements for disposal.
3. Telstar will furnish vacuum truck for gravel and arsenic filter media extraction from two vessels.
4. Telstar will furnish disposal materials (special super sacks) for the existing gravel and arsenic filter media.
5. Telstar will furnish replacement gravel and arsenic filter media for two vessels.
6. Telstar will furnish reach lift for gravel and arsenic filter media installation.

7. Telstar will furnish confined space gear to perform work in vessels.

Lump Sum Price for this Scope $355,823.00
Shipping and Handling for Telstar Supplied Materials IS INCLUDED
Sales Tax IS INCLUDED

Media Disposal: Costs for Media Disposal are not included in this scope of supply. The cost of disposal will be determined by the arsenic media test results.

This quotation is based on Customer's representation that this IS a prevailing wage project.

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

a. Material price is valid for seven (7) days from date referenced on this quote (Refer to Industry Material Pricing and Delivery clause under Terms and Conditions)
b. This quotation is based on the inclusion of Telstar's standard Terms and Conditions as part of any purchase order, contract or other agreement.
c. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
d. Telstar assumes no responsibility for performance, applicability, compatibility, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
e. Please reference the above stated quote number in all correspondence and purchase orders.
f. A fee of 2% will be applied to all invoices paid by credit card.

TERMS AND CONDITIONS

Base Terms: The attached Quotation is valid for 30 days from the date of Telstar Instruments' ("Telstar") quotation. Acceptance of Telstar's Quotation constitutes a binding Agreement incorporating these Terms and Conditions ("Agreement"). Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Overtime and premium labor hours are not included in the quotation, and will result in an additional charge. Service calls are charged at a 4-hour minimum per person, excluding travel time, which is charged separately. Unless expressly stated in the Quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work. The term "Equipment" and "Services" as used in these Terms and Conditions refers to the materials and labor provided by Telstar under this Agreement.

Limitation of Liability: (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or Services, downtime costs, delays, or claims of customers of Customer, their officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim, whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design,

manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any Equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment or Services that are the subject of the claim. (b) All causes of action against Telstar arising out of or relating to this Agreement, or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, pandemic, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar for such delay.

Cancellation: In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Agreement, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

Entire Agreement: This Agreement constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Agreement may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.

Precedence: In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.

Submittals: In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

Prevailing Wages: Customer must promptly inform Telstar when a project will be registered on the Department of Industrial Relations. Customer must inform Telstar if Certified Payroll Reports are required to be submitted to Customer. If Customer requests Certified Payroll Reports beyond four weeks in arrears, Customer may be charged an administrative processing fee of $50.00 per week generated for said reports.

Authorized Signers: Only the following officers of Telstar have the legal authority to enter into binding agreements on behalf of Telstar: John D. Gardiner (President), Kyle A. Johnsen (Vice President), Robert S. Marston (Secretary), Benjamin R. Herston (Treasurer). If a document is signed by an unauthorized person, the document will be void and unenforceable.

Industry Material Pricing and Delivery: Telstar is unable to hold prices on materials for more than 7 days from the dates of the Quotation. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers can experience delays due to labor shortages, shortage of containers, port congestion, and raw material shortages that have extended lead times significantly. Material price fluctuations due to tariffs are not included in the quotation and may not be known until time of material shipment. Additional material costs associated with tariffs will be paid by the customer. Telstar reserves the right to change the delivery date and pricing of materials set forth in this Quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.

Insurance: Telstar's standard insurance limits will apply.

Open Shop: Telstar is an Open Shop contractor and will not be signatory to any unions.
Governing Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of California.
Waiver: The failure of Telstar to insist upon the performance of any term or condition of this Agreement shall not be construed as a waiver of the future performance of any such term or condition or the future exercise of such right.
Severability: If any term of this Agreement is determined to be invalid or unenforceable under any applicable statute, regulation, ordinance, or other law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such law, and the remaining portions of this Purchase Order shall remain in full force and effect.
Dispute Resolution: In the event of any dispute arising from or relating to this Agreement, the parties agree to engage in informal efforts toward resolution by meeting in person. If such efforts are unsuccessful, the parties agree to submit the dispute to mediation with a neutral mediator for resolution, with the parties sharing the costs of such mediation equally. If the parties are unsuccessful in resolving their dispute, then the dispute shall be subject to litigation. If the dispute involves a public entity Owner, then the parties shall comply with the requirements of Public Contract Code section 9204.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Konor Meeks
Hanford Branch Manager
Telstar Instruments
(559) 584-7116

AGENDA
STAFF REPORT

MEETING DATE: 3/3/2026	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Authorization for the City Manager to award a construction contract for The Plunge Mechanical Repairs to Oasis Pool and Spa, of Visalia, CA, in the amount of $161,815.00.

RECOMMENDATION:

Recommendation: It is recommended that the City Council authorize the City Manager to award a construction contract for the replacement of the slide pool filtration, backwash, and chemical monitoring systems, and installation of a new circulation pump to Oasis Pool and Spa, of Visalia, CA, in the amount of $161,815, per specifications of RFB 2026-13 Plunge Mechanical Repairs.

Recommended Motion: I move to authorize the City Manager to award a contract for the replacement of the slide pool filtration, backwash, and chemical monitoring systems, and installation of a new circulation pump to Oasis Pool and Spa, of Visalia, CA, in the amount of $161,815, per specifications of RFB 2026-13 Plunge Mechanical Repairs.

BACKGROUND:

The Plunge slide pool and slide structure were constructed in 1992 and since then the City of Hanford has completed several renovation and repair projects to keep the amenity in compliance with the California Department of Industrial Relations (DIR), Amusement Ride and Tramway (ART) Unit and the Virginia Graeme Baker Act pertaining to the pool drains and skimmers. Some of these renovations have included repairing the concrete support piers in 2013, the replacement of the stairway in 2016, a new water booster pump, with water meter, to ensure proper water flow in the slide in 2017, and replacement of the pool main drains.

The pool filtration system is now 30 plus years old. The filtration tank is showing signs of advanced corrosion to the steel tank, and the backwash system is now obsolete. The pool circulation pump is also ten (10) plus years old and will be replaced with a new variable frequency drive (VFD) motor that will be more efficient and conserve energy. Staff will also address other aging infrastructure while these renovations are being completed, such as the installation of a new chemical automation system, sensors, and monitoring probes. This will ensure the chemical levels are maintained at safe level for users.

With the more extensive work required to reach compliance with the slide pool, staff created a Request for Bids (RFB 2026-13). On December 23, 2025, the City solicited bids by posting the RFB on Bid-Net. Contractors can receive all related documents, addendum, plan holder lists, and award information. All bid documents were required to be included in Bidnet Direct’s California Purchasing Group website submission to be valid at the time of bid opening.

On January 8, 2026, a non-mandatory pre-bid meeting was held at The Plunge. Staff were present to review the bid specifications, review the mandatory requirements imposed by the State of California Department of Industrial Relations, and answer any questions. One (1) contractor attended the pre-bid meeting.

Unfortunately, On January 22, 2026, the City received no bids for The Plunge Mechanical Repairs Project. Staff then reached out to the contractor that attended the pre-bid meeting to inquire why no bid was submitted. He responded that his office staff had missed the submission date for the project and that they were still interested in bidding. Staff also reached out to other contractors that could perform the work. One local contractor, Oasis Pool and Spa, was interested in the project and was given the project specifications. Staff continued to reach out to the original contractor from the pre-bid meeting hoping to receive a proposal and still have not received any costs. Oasis Pool and Spa maintains large public pools for the Lemoore Naval Base and the Tachi Palace Casino Resort. They were able to submit an estimate that met the RFB specifications and are qualified to complete the project. Because of the time constraints on having the project completed for the pool season, staff are recommending the award of the repair project to Oasis Pool and Spa, of Visalia, CA.

This project requires a Public Works maintenance contract and, therefore, is subject to State of California prevailing wages, registration with the Department of Industrial Relations and submission of certified payroll to the Labor Commissioner as well as other requirements outlined in the City's Labor Compliance Manual which was a part of the specifications.

FISCAL IMPACT:

The Plunge Remodel project is multi-funded using the Aquatics Capital/Equipment Replacement Reserve Fund and General Fund with a total appropriation of $425,014. The remaining available funds of this project are sufficient to cover the cost of the slide pool mechanical repairs for $161,815. RFB 2026-11 has been previously awarded (12/16/25) in the amount of $75,764, and RFB 2026-12 Plunge Slide Pool Repairs awarded (2/03/26) in the amount of $58,152.

ATTACHMENTS:

1. Plunge Mechanical Repairs
2. Plunge Mechanical Repairs Draft Contract
3. City of Hanford Plunge Pool Quote
4. City of Hanford Plunge Pool-Labor & Materials only Quote

RFB No. 2026-13

PLUNGE MECHANICAL REPAIRS

Release Date: December 23, 2025

INDEX

CONTRACT DOCUMENTS

	PAGE NO.
Notice to Contractors	5
Bid Requirements and Conditions	7
1. Proposal Forms	7
2. Examination of Plans, Specifications, Special Provisions, and Site of Work	7
3. Interpretation of Project Documents	7
4. Approximate Estimate	7
5. Bid Prices	8
6. Proposal Guaranty-Bid Bond	8
7. Withdrawal of Proposals	8
8. Rejection of Proposals	8
9. Qualification of Bidders	8
10. Disqualification of Bidders	9
11. Designation of Subcontractors	9
12. Recovery of Kickbacks by the City	9
13. Material Guaranty	9
14. Prevailing Wage Requirements	10
15. Overtime Requirements	11
16. Addenda	12
Bidders Checklist	13
Bid Proposal	14
Bid Schedule	16
Bid Guaranty Bond	17
Certification of Bidder's Experience & Qualifications	19
Bidder's List	20
Designation of Subcontractors	21
Non-Collusion Declaration	22
Workers' Compensation Insurance Certificate	23
Equal Employment Opportunity Compliance Certificate	24

PAGE NO.

Americans with Disabilities Act Compliance Certificate 25

Ownership Disclosure for Contractors and Subcontractors 26

Drug-Free Workplace Certification 27

Iran Contracting Act Certification 28

Award and Execution of Contract 29

1. Award of Contract 29
2. Contract Bonds 29
3. Execution of Contract 30
4. Failure to Execute Contract 30
5. Return of Proposal Guaranties 30
6. Insurance Requirements 30
7. Minimum Scope of Insurance 30
8. Minimum Limits of Insurance 31
9. Deductibles & Self-Insured Retentions 32
10. Other Insurance Provisions Endorsements 32
11. Acceptability of Insurers 33
12. Verification of Coverage 33
13. Subcontractors 34
14. City Indemnification 34
15. Estimates 34
16. Compliance with Laws 34
17. Licenses 35
18. Assignment and Subcontracting 35
19. Sole and Only Contract 35
20. Invalidity 35
21. Amendment 35
22. Governing Law 35
23. Waiver 36
24. Authority to Enter Contract 36
25. Notice 36

Labor Compliance Program and Labor and Other Code Requirements Certificate 37

PAGE NO.

Agreement 46

Performance Bond 49

Guaranty Bond 51

Russia Sanctions Executive Order N-6-22 53

Equal Opportunity 53

Subletting or Assigning the Contract 55

Safety: Accident Prevention 56

SPECIAL PROVISIONS 57

Section 1 Definitions and Conflicts 58

Section 2 General Requirements/Scope of Work 59

EXHIBITS ATTACHED SEPARATELY

A- Photos
B- Project Plans

NOTICE TO CONTRACTORS

Bid Submissions will be received through the Bidnet Direct's California Purchasing Group website below, until **2:00 p.m. on Thursday, January 22, 2026**, at which time they will be publicly opened digitally and posted for performing work in accordance with Plans and Specifications, therefore, as follows:

RFB 2026-13
PLUNGE MECHANICAL REPAIRS

Bids are required for the entire work as described herein:

Furnish all necessary labor, materials, equipment and incidentals necessary to complete the following tasks at the City of Hanford's swimming facilities (The Plunge) , located at 415 Ford Street in Hanford, CA. Work shall be performed in accordance with industry standards. **Work must be completed by April, 2026.** Work will consist of Pump Control System Replacement, Variable Frequency Drive (VFD) Replacement, System Integration and Testing, and other General Requirements listed in the Special Provisions section of this document. Contractor must possess appropriate electrical and mechanical credentials for pump and VFD work.

There will be a non-mandatory pre-bid job walk at *The Plunge,* 415 Ford Street, Hanford, CA 93230 at **10:00 a.m. on Thursday, January 8, 2026.**

Plans, specifications, and proposal forms to be used for bidding shall only be obtained through Bidnet Direct's California Purchasing Group website:

http://www.bidnetdirect.com/california/cityofhanford

All vendors looking to do business with the City of Hanford are encouraged to register to access bids, related documents, addendum, plan holder lists, and award information. All bid documents shall be included in Bidnet Direct's California Purchasing Group website submission to be valid at the time of bid opening.

Bids must be accompanied by a bidder's security made payable to the City of Hanford for an amount equal to at least ten percent (10%) of the amount bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into this contract.

All questions regarding this project shall be in writing and shall be submitted through Bidnet, no later than **4:00 p.m. on Thursday, January 15, 2026.**

Any change to, or clarification of, the project plans and specifications shall be made in the form of an addendum issued to plan holders of record. Questions that prompt a change or clarification shall be included in the addendum with the subsequent answers.

All bids are to be compared on the basis of the City Engineer's estimate of the quantities of work to be done. No bids will be accepted from a Contractor who has not been licensed in accordance with the

provisions of Chapter 9, Division 3 of Business and Professions Code. The City reserves the right to reject any or all bids.

In accordance with the provisions of Section 1770 to 1781 of the Labor Code, the City of Hanford has ascertained that the General Prevailing Rate of Wages applicable to the work being done for this project is as per the State of California Prevailing Wage rates for the County of Kings, of which wage scale on file in the City Engineer's office and the Department of Industrial Relations prevailing wage rate determinations website at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html. The Contractor to whom the contract is awarded shall pay not less than the specified prevailing wages to all workmen employed in the execution of the contract.

The City of Hanford, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US. C.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of age, race religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status in consideration for an award.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

BID REQUIREMENTS AND CONDITIONS

This contract is made by and between the City of Hanford, A Municipal Corporation ("City"), and

_____ ("Contractor"). The undersigned hereby agrees to perform work as described in the Scope of Work and the following criteria:

1. Proposal Forms

The entire Bid Packet shall be submitted digitally through Bidnet Direct's California Purchasing Group website: http://www.bidnetdirect.com/california/cityofhanford. All vendors looking to do business with the City of Hanford are encouraged to register to access bids, related documents, addendum and award information.

It is the sole responsibility of the bidder to see that his bid is submitted electronically by the proper time. All bids received after the scheduled closing time for receipt of the bids shall be rejected.

The bidder is responsible for verifying and submitting with the bid proposal, at minimum, that the bid proposal is signed, that all addenda issued are received, that the bid bond is included with the proposal, and that the Non-Collusion Declaration is signed. Bids will be considered non-responsive if these items are not included with the original bid submittal.

2. Examination of Plans, Specifications, Special Provisions and Site of the Work

The bidder shall carefully examine the site of the work contemplated, and the proposal, plans, specifications, and contract forms, therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered regarding character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of these specifications, the Special Provisions, and the Contract. It is mutually agreed that submission of a proposal shall be considered "prima facie" evidence that the bidder has made such an examination.

3. Interpretation of Project Documents

Bidders, prospective subcontractors, manufacturers, and suppliers may request interpretation of the project documents prior to bid opening. Requests shall be made through Bidnet in the form of a Request for Information. Requests to clarify the source of materials, equipment, suppliers or any other such matter which does not modify, change, increase, or decrease the scope of work requires no action by the Owner other than a response to the bidder requesting the clarification. Requests to clarify possible ambiguous, conflicting, or incomplete statements or designs, or any other such clarification which modifies, changes, increases or decreases the scope of work requires issuance of an addendum by the Owner for the interpretation to become effective.

4. Approximate Estimate

The quantities given in the proposal and contract forms are approximate only, being given as a basis for any comparison of bids, and the City Council does not, expressly or by implications, agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease

the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer.

5. Bid Prices

Bid prices shall include everything necessary for the completion of the work including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor, and services. Bid prices shall include allowance for federal, state, and local taxes.

6. Proposal Guaranty – Bid Bond

Each proposal shall be accompanied by one of the following forms of bidder's security: cash, certified cashier's check, or a bidder's bond executed by an admitted surety insurer, made payable to the City of Hanford for an amount equal to at least ten percent (10%) of the total bid amount. No bid will be considered unless such cash, certified cashier's check or bidder's bond is attached therewith. Bidder's Bond shall be furnished from an admitted surety insurer listed in the Federal Register.

Pursuant to California Code of Civil Procedure Section 995.120 an "Admitted Surety Insurer" is defined as a corporate insurer or a reciprocal or inter-insurance exchange to which the Insurance Commissioner of the State of California has issued a Certificate of Authority to transact surety insurance in the State of California.

A scanned copy of Bid Bonds must be submitted electronically with the bid through Bidnet prior to bid opening. Original hard copies of Bid Bonds shall be provided by the apparent low bidder within five business days following bid open and can be received at 900 S. 10th Ave. Hanford CA 93230 addressed to City Engineer.

7. Withdrawal of Proposals

Any bid may be withdrawn at any point prior to the hour fixed in the Notice to Contractors for the opening of bids provided that a request in writing, executed by the bidder or his duly authorized representative for the withdrawal of such bid, is filed with the City Director of Finance. The withdrawal of a bid will not prejudice the right of the bidder to file a new bid. Bids will be opened at the time fixed in the advertised Notice to Contractors through Bidnet, and a bid will not be received after that time, nor may a bid be withdrawn after the time fixed in such notice.

8. Rejection of Proposals

Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. The City of Hanford reserves the right to reject any and/or all proposals.

9. Qualification of Bidder

Bidder shall certify that he is, at the time of bidding, and shall be throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3 of the Business and Professions

Code of the State of California to do the type of work contemplated in the project manual. The bidder shall further certify that he is skilled and regularly engaged in the general class and type of work called for in the project manual.

The bidder also certifies that he is knowledgeable of the unusual and peculiar hazards associated with the general class and type of work required to construct the specified project within the terms given in the project manual. The bidder shall be competent and skilled in the protective measures necessary for the safe performance of the construction work with respect to such unusual and peculiar hazards.

10. Disqualification of Bidders

More than one proposal from an individual, a firm or partnership, a corporation or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in future proposals. Proposals in which the prices obviously are unbalanced may be rejected.

11. Designation of Subcontractors

All subcontractors doing work more than one-half of one percent (1/2 %) of the total bid amount shall be designated on the blank form contained within this volume. Failure to list subcontractors may render a bid nonresponsive and may be grounds for rejection of bids.

12. Recovery of Kickbacks by the City

Upon showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or an order, it shall be conclusively presumed that the amount discovered was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other and all offending parties.

It shall be illegal for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated with contracting, as an inducement for the award of a subcontract or order.

13. Material Guaranty

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any and all materials to be used in the construction of the work together with samples, which may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

14. Prevailing Wage Requirements

In accordance with the provisions of Section 1770 to 1781 of the Labor Code, the City of Hanford has ascertained that the general prevailing rate of wages applicable to the work being done is as per State of California, County of Kings wage scale that are current and online with the State of California Division of Industrial Relations (DIR) at:

https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract.

Each Contractor awarded a contract must have an agent of the firm to sign documents required by the California Labor Code and to receive proper state forms for the reporting of certified payroll. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the Project under the Contract Documents shall be decided by the District's Labor Compliance Officer.

Nothing contained herein shall be deemed to supersede any applicable laws, orders or regulations issued by competent authorities governing wages, hours of work of the employment of labor, nor to condone any violation of such laws, orders or regulations.

The Contractor shall post at appropriate conspicuous weatherproof points on the site of the Project a schedule showing the Prevailing Wage Determinations published by the Director of the California Department of Industrial Relations that are applicable to the Project.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the CALIFORNIA LABOR CODE at SECTION 1770, *et seq*., the City has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for straight time, holiday time and overtime work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract, a copy of which is available in the office of the City Engineer.

There shall be paid to each worker of the Contractor or any subcontractor, of any tier, engaged in the work not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, of any tier, and such worker. The Contractor and subcontractors will be required to pay all workers on a weekly basis and to submit the certified payrolls to the Labor Compliance Office weekly.

The Contractor shall forfeit Two Hundred Dollars ($200.00) to the City for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for such work or craft in which such worker is employed by the contractor or by any subcontractor, of any tier, in connection with the work. Pursuant to CALIFORNIA LABOR CODE SECTION 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker in addition to the penalties.

CALIFORNIA LABOR CODE SECTION 1742.1 makes the Contractor, any subcontractor and the payment bond insurer jointly and severally liable for liquidated damages equal to the total underpayment

of wages remaining uncorrected for sixty (60) days after receipt of the first notice of the underpayment. The underpaid employee will receive both the liquidated damages and the underpayment amount. The District may also request imposition of penalties equal to Fifty Dollars ($50.00) per day per worker in addition to the liquidated damages and underpayment.

Contractors shall maintain payrolls and basic records (e.g., timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, etc.) during the course of the work and shall preserve them for a period of three (3) years for workers of all trades at the District's project sites. Such records shall contain the name, address, and social security number of each worker, his or her classification, the rate of pay (including the rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.

The prime Contractor shall be responsible for ensuring that the labor standards provisions are followed by its subcontractors and shall be responsible for the Labor Code violations of its subcontractors.

The City, through its Labor Compliance Officer or its designer, shall conduct periodic inspections/audits to determine whether the workers of all trades on project sites have been paid according to the prevailing wage rates.

The City, through its Labor Compliance Officer and its consultants, has a duty to enforce the Labor Code public works requirements (Chapter 1 of Part 7 of Divisions 2 and 3 of the CALIFORNIA LABOR CODE). It is the policy of the District to strictly enforce the Public Works prevailing wage requirements set for in the California Labor Code. To that end, Contractors and subcontractors that are found to be repeat violators of the Labor Code are subject to debarment from bidding on, or being awarded, any public works construction contract to the extent provided by law.

Within thirty days of approval, the City shall register the project with the Department of Industrial Relations of a Public Works Contract being awarded to the Contractor using the online electronic form PWC-100. The Contractor and all subcontractors on the project shall provide their DIR registration numbers for verification of coverage and notification of the project. Contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system.

If a project total cost is $25,000 or less for construction, demolition, installation, or repair work, OR $15,000 or less for maintenance work, the Contractor is EXEMPT from:

i) DIR registration requirements for contactors or subcontractors performing the work
ii) Requirements for electronic submission of monthly payroll records to the DIR
iii) Requirements for DIR notification following award of the contract.

15. <u>Overtime Requirements</u>

a) Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 ½) times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

b) Violation; Liability for Unpaid Wages; In the event of any violation of the clause set forth in subparagraph (1), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages.
c) Liquidated Damages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (1) in the sum of $10 for each calendar day in which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1).
d) Withholding for Unpaid Wages and Liquidated Damages. The Department of the Treasury may withhold or cause to be withheld from any monies payable on account of work performed by the Contractor or subcontractor such sum as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2).
e) Subcontracts. The Contractor shall insert in any subcontracts the clause set forth in subparagraph (1), (2), and (3) of this paragraph and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts which they may enter into together with a clause requiring the insertion in any further subcontracts that may in turn be made.

16. Addenda

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Plans and Specifications or other proposed Contract Documents or finds discrepancies in or omissions from the drawings or Specifications, he may submit to the City Engineer through Bidnet a request for information for an interpretation or correction thereof. The person submitting the request shall submit said request at least seven (7) days prior to the bid opening date. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued, and a copy of such Addendum will be emailed or delivered to each person receiving a set of such documents. The City Council will not be responsible for any other explanations or interpretations of the proposed documents.

Each bid form shall include specific acknowledgment in the space provided of receipt of all addenda issued and emailed by the Owner during the bidding period. Failure to acknowledge so may result in the bid being rejected as not responsive.

BIDDER'S CHECKLIST

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS.

Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

- ☒ 1. Bid Proposal
- ☒ 2. Bid Schedule
- ☒ 3. Bid Bond
- ☒ 4. Certification of Bidder's Experience and Qualifications
- ☒ 5. Bidder's List
- ☒ 6. Designation of Subcontractors
- ☒ 7. Preliminary Construction Schedule
- ☒ 8. Non-Collusion Affidavit
- ☒ 9. Workers Compensation Certificate
- ☒ 10. Equal Employment Opportunity Compliance Certificate
- ☒ 11. Americans with Disabilities Act Compliance Certificate
- ☒ 12. California Ownership Disclosure for Contractors
- ☒ 13. State of California Drug-Free Workplace Certification
- ☒ 14. Iran Contracting Act Certification
- ☒ 15. All issued Addenda
- ☒ 16. Bid Security attached to front of Proposal in the form of (check one):

☐ Certified Check ☐ Bid Guaranty Bond
☐ Cashier's Check ☐ Cash

SUBMITTED BY:

Name of Company _____ Contact Name _____

Address _____

City _____ State _____ Zip _____

Phone No. _____ Fax No. _____

Contractor's License No. _____

Contractors D.I.R. Number _____

Documents required on the checklist but not included with your bid may render your bid non-responsive and ineligible for award. Bids received by the City of Hanford by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted.

BID PROPOSAL

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

City of Hanford
315 North Douty Street
Hanford, CA 93239-3951

Date: _____

The undersigned, as bidder, declares that we have received and examined the project entitled.

PLUNGE MECHANICAL REPAIRS

and will contract with the owner, on the form of agreement provided herewith, to do everything required for the fulfillment of the contract to:

Furnish all necessary labor, materials, equipment and incidentals necessary to complete the following tasks at the City of Hanford's swimming facilities (The Plunge) , located at 415 Ford Street in Hanford, CA. Work shall be performed in accordance with industry standards. **Work must be completed by April, 2026.** Work will consist of Pump Control System Replacement, Variable Frequency Drive (VFD) Replacement, System Integration and Testing, and other General Requirements as described in Special Provisions, Section 2 of this document. Contractor must possess appropriate electrical and mechanical credentials for pump and VFD work.

We agree that the contract documents include all parts of this project as well as all referenced federal, state, and local agency requirements.

We acknowledge that addenda numbers _____ through _____ have been received and have been examined as part of the project.

Attached is a bid guaranty bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least 10 percent (10%) of the total amount of our bid, or alternatively, there is attached a certified cashier's check payable to the Owner in the amount of at least 10 percent (10%) of the total amount of our bid.

If our bid is accepted, we agree to sign the agreement without qualifications and to furnish the performance bond and the required evidence of insurance within 20 calendar days after receiving written notice of the award of the contract.

It is further understood and agreed that:

(a) In case of a discrepancy between words and figures, the words shall prevail, and in case of a discrepancy between unit prices and totals, the unit price shall prevail.
(b) The City reserves the right to eliminate any section of this proposal from the contract without claim from the contractor for profits lost.

(c) No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations of this proposal.

(d) The City will not be responsible for any errors or omissions on the part of the undersigned in making up his bid nor will the bidder be released on account of errors.

(e) The undersigned bidder is properly licensed in accordance with the State of California Act providing for the registration of Contractors.

(f) If the proposal shall be accepted and undersigned shall fail to contract as aforesaid and to give the bonds in the sums to be determined aforesaid with surety satisfactory to the City Council within TWENTY (20) CALENDAR DAYS after the bidder has received notice from the City Council that the contract is ready for signature, the City Council may, at its option, determine that the bidder has abandoned the contract, and thereafter, this proposal and the acceptance thereof shall be null and void, and the forfeiture provisions relating to such security accompanying this proposal shall operate and the said security shall be the property of the City of Hanford.

We further agree, if our bid is accepted and a contract for performance of the work is entered into with the Owner, to so plan work and to prosecute it with such diligence that the work shall be completed within the time stipulated.

_____
Name of Bidder

_____
Contractor's License No.

_____
Signature of Bidder

_____
Title of Signatory

_____ _____
Witness Address of Bidder

_____ _____
Title of Witness State of Incorporation

BID SCHEDULE

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

PROJECT TITLE:

PLUNGE MECHANICAL REPAIRS

per specifications of RFB 2026-13

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	ITEM AMOUNT *(include all appurtenant expenses, labor, installation, tools, delivery, taxes, incidentals, and fees)*
1	1	LS	Removal of existing filtration system, and installation of new EPD filtration system	$ _____
2	1	LS	Removal of existing Pentair VFD circulation pump, and installation of equivalent Pentair VFD circulation pump	$ _____
3	1	LS	Replacement and calibration of the BECS chemical monitoring system with new BECSys3 chemistry controller and monitoring system	$ _____

TOTAL BID AMOUNT $ _____

NUMERICAL VALUE

TOTAL BID AMOUNT WRITTEN IN WORDS:

_____

_____

The lowest responsive and responsible bid will be determined on the basis of Total Bid amounts. The City reserves the right to reject any and all bids.

Abbreviations Used Above: LS= LUMP SUM

BID GUARANTY BOND

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

KNOW ALL MEN BY THESE PRESENTS:

That _____, hereinafter,

called the Principal, and _____, hereinafter.

called the Surety, are jointly and severally held and firmly bound unto the City of Hanford, hereinafter called the Oblige, each in the penal sum of 10 percent (10%) of the total amount of the bid of the Principal for the work, this sum not to exceed, _____Dollars ($_____) of lawful money of the United States for the payment whereof unto the Oblige, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS the Principal is herewith submitting its offer for the fulfillment of Oblige's contract for:

PLUNGE MECHANICAL REPAIRS

NOW THEREFORE, the conditions of this obligation is such that if the Principal is awarded the contract, and if the Principal, within the time specified in the bid for such contract enters into, executes, and delivers to the Oblige an agreement in the form provided herein complete with evidences of insurance, and if the Principal within the time specified in the bid gives to the Oblige the performance and payment bonds on the form provided herein, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Oblige the difference in money between the total amount of the bid of the Principal and the amount of which the Oblige legally contract with another party to fulfill the contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and insured to the benefit of the Principal, and Surety, and the Oblige and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this _____ day of _____ 20___.

(SEAL)

_____
Principal

_____
Signature for Principal

(SEAL)

_____
Surety

_____
Signature for Surety

_____
Title of Signatory

CERTIFICATION OF BIDDER'S
EXPERIENCE AND QUALIFICATIONS

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned bidder certifies that he is, at the time of award, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents, under California Contractors License Number _____, and which has an expiration date of _____. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements of Section 9 on Page 9, the bidder represents that he is competent, knowledgeable and has special skills in the nature, extent, and inherent conditions of the work to be performed. Bidder expressly acknowledges that he is aware of and has the skill and experience to foresee and to adopt protective measures to perform the construction work adequately and safely.

The bidder and its employee or agent signing this Certification declares under penalty of perjury that the foregoing statements and representations are true and correct and will remain true and correct throughout the period of the contract.

The Bidder's List on the next page should be completed and incorporated with documents submitted at time of bid. After award of contract, all subcontractors' information on Bidder's List shall be submitted to Project Engineer.

Signed this ____ day of _____20___.

_____
Name of Bidder

_____
Contractor's License No. & State

_____
Signature of Bidder

_____
Title of Signatory

BIDDER'S LIST

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors who provide a proposal, bid, quote, or are contacted by the proposed prime. This information is also required from the prime contractor, and we request that it be submitted with their bid/proposal. The City of Hanford will use this information to maintain and update a "Bidder's" List to assist in the overall annual DBE goal-setting process.

Firm Name:_____

Contractors License Number:_____

Department of Industrial Relations Number (DIR Number):_____

Address:_____

Contact Person:_____

Phone:_____

Fax:_____

E-mail Address:_____

Number of years in Business:_____

Type of work/services/materials provided by firm:_____

_____

_____

What are your firm's Gross Annual Receipts for <u>last year</u>?

[ ] Less than $1 million
[ ] Less than $5 million
[ ] Less than $10 million
[ ] Less than $15 million
[ ] More than $15 million

Thank you for your cooperation in completing this survey.

DESIGNATION OF SUBCONTRACTORS

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned certifies that he has used the sub-bids of the following listed subcontractors in making up his bid, and that the duly licensed subcontractors listed will be used for the work for which they bid, subject to the approval of the Engineer, and in accordance with the applicable provisions of these specifications and plans. If no subcontractors will be on the job, write "None" across form. All subcontractors used for the work must be listed per Section 4104(a) of the Public Contract Code.

ITEM #	SUBCONTRACTOR	ADDRESS/TELEPHONE NO.	CSLB LICENSE NO.	D.I.R. NUMBER

_____ _____

Date Bidder's Name

_____ _____

Address Authorized Signature

_____ _____

Type of Organization Telephone Number
(Individual, Partnership or Corporation)

_____ _____

Bidder's License No. Bidder's D.I.R. No.

NON-COLLUSION DECLARATION
Public Contract Code § 7106
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned declares:

I am the _____[Title]

of _____ [Name of Bidder],
the party making the foregoing bid for:

PLUNGE MECHANICAL REPAIRS

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[Date], at _____[City], _____[State].

_____
Signature of Bidder

_____
Name and Title of Signature

WORKERS' COMPENSATION INSURANCE CERTIFICATE

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

STATE OF CALIFORNIA)

) ss

CITY OF HANFORD)

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company Name: _____

Business Address: _____

Signature:_____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

(EXECUTIVE ORDER 11246)

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

Equal Opportunity Clause: Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Hanford, the Proposer agrees as follows:

a) The proposer will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, or political affiliation. The proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin, or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b) The proposer will, in all solicitations or advertisements for employees, placed by or on behalf of the proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

c) The proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the proposer commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

d) The proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

e) The proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f) In the event of the proposer's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the proposer may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

g) The proposer will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The proposer will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the proposer becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the proposer may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: _____

Business Address: _____

Signature: _____

Name of Signing Official (type): _____

Title of Signing Official (type): _____Date: _____(SEAL)

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company:_____

Business Address: _____

Signature:_____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

CITY OF HANFORD, CA OWNERSHIP DISCLOSURE FOR CONTRACTORS AND CONSULTANTS

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: _____

Firm Address: _____

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

_____

_____

_____

_____

_____

_____

_____

Submitted by: Name _____

Date _____

STATE OF CALIFORNIA DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Contractor Proposer Firm Name: _____

Federal ID Number: _____

BY (Authorized Signature): _____

Date Executed: _____

Printed Name of Person Signing: _____

Telephone Number (Including Area Code): _____

Title: _____

Contractor/Proposer Firm's Mailing Address: _____

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
   a) The dangers of drug abuse in the workplace,
   b) The person's or organization's policy of maintaining a drug-free workplace,
   c) Any available counseling, rehabilitation, and employee assistance programs, and
   d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
   a) Will receive a copy of the company's drug-free workplace policy statement, and
   b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

___ The Contractor is not:

(a) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(b) A financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

___ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

___ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000 over the life of the contract (up to 3 years).

Signature: _____

Printed Name: _____

Title: _____

Agency Name: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

AWARD AND EXECUTION OF CONTRACT

1. Award of Contract

Upon review of the proposals, the contract will be awarded and executed per Paragraph 2.07 and 2.08 of Subsection 2 (Proposal and Contract) of Section 1 (General Conditions) of the City Standards and these contract documents. The award of the contract, if it is awarded, will be to the lowest responsible, responsive bidder whose proposal complies with all the requirements prescribed.

The City of Hanford, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible, responsive bidder without discrimination on the grounds of race, color or national origin.

The City Council, however, reserves the right to reject any or all bids and to waive any informality or irregularity in bids received. The City Council also reserves the right to reject the bid of any bidder who has previously failed to perform properly or did not complete on time contracts with the City of Hanford of a nature similar to this project.

Such an award, if made, will be made within sixty (60) days after the opening of the proposals. All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

2. Contract Bonds

The successful bidder shall furnish a good and sufficient bond listed in the Federal Register and executed by an "Admitted Surety Insurer," in the amount of one hundred percent (100%) of the total bid amount to guarantee the faithful performance of the contract by the Contractor, and a second bond.

Pursuant to California Code of Civil Procedure Section 995.120, an “Admitted Surety Insurer” is defined as a corporate insurer or a reciprocal or inter-insurance exchange to which the Insurance Commissioner of the State of California has issued a Certificate of Authority to transact surety insurance in the State of California.

The successful bidder shall, in addition, furnish a surety bond in a penal sum of ten percent (10%) of the amount of the contract as Warranty security for the correction of deficiencies during the specified guaranty period as specified in Paragraph 6.26 of Subsection 6 (Legal Relations and Responsibilities to the Public) of Section 1 (General Conditions) of the Standard Specifications, Titled "Defective Material and Workmanship Guarantee." Said Bond shall be furnished by the completion of the contract prior to acceptance by the City.

All alterations, extensions of time, extra and additional work and other changes authorized by these specifications may be made without securing the consent of the surety or sureties on the contract bonds.

Whenever any surety or sureties on any such bonds required by a law for the protection of the claims of performance becomes insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required as is considered necessary. Thereafter, no payment shall be made upon such contract to the Contractor until such further bond or bonds or additional surety has been furnished.

3. Execution of Contract

The contract shall be signed by the successful bidder and returned together with the contract bonds and satisfactory evidence of insurance as provided in this section within twenty (20) calendar days after the bidder has received notice that the Contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

4. Failure to Execute Contract

Failure to execute a contract, file acceptable bonds, and provide insurance as provided herein within twenty (20) calendar days after the bidder has received notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

If the successful bidder refuses or fails to execute the contract, the City Council may award the contract to the second lowest responsible, responsive bidder. If the second lowest responsible, responsive bidder refuses or fails to execute the contract, the Council may award the contract to the third lowest responsible, responsive bidder. On the failure or refusal of the second or third lowest responsible, responsive bidder to whom any such contract is so awarded to execute the same, such bidder's guaranties shall be likewise forfeited to the City. The work may then be re-advertised or may be constructed by the day labor, as the City Council may decide.

5. Return of Proposal Guaranties

Within ten (10) calendar days after the award of the contract, the City Council will return the proposal guaranties accompanying such of the proposals as are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

6. Insurance Requirements

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Contractor will maintain the following coverage, and coverage shall be at least as broad as:

7. Minimum Scope of Insurance

Contractor, at Contractor’s own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

a) **Commercial General Liability (CGL)**: Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than TWO MILLION AND NO/100 DOLLARS **($2,000,000)** 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 FOUR MILLION AND NO/100 DOLLARS **($4,000,000)**, twice the required occurrence limit.

b) **Automobile Liability**: ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than TWO MILLION AND NO/100 DOLLARS **($2,000,000)** combined single limit for each occurrence for bodily injury and property damage for all activities arising out of or in connection with the Services to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles.

c) **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. In addition, Contractor shall require each subcontractor to similarly maintain worker's compensation insurance or employer's liability insurance in accordance with the laws of the State of California for all of subcontractor's employees. Any notice of cancellation, non-payment of premium, non- renewal or modification of any Workers' compensation policies must be received by the City at least ten (10) days prior to such cancellation, non-renewal or modification.

8. Minimum Limits of Insurance:

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

If any coverage required is written on a claims-made coverage form:

(a) The retroactive date must be shown, and this date must be before the execution date of this contract or the beginning date of contractor work.

(b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.

(c) If coverage is canceled or non-renewed and not replaced without another claims-made policy form with a retroactive date prior to the contract effective date, or start of work date, Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

(d) A copy of the claims reporting requirements must be submitted to City for review and approval.

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

Contractor may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Contractor shall be deemed to have satisfied the insurance requirements of this contract as long as:

(a) 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

(b) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

9. Deductibles & Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared with the insurance document and provided to and approved by the City. The City may require Contractor 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 Contractor to provide a Financial Guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention**.**

10. Other Insurance Provisions Endorsements:

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

(a) "The City and its elected or appointed officers, officials, employees, agents, 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations; products used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. General liability coverage can be provided in the form of endorsement to Contractor'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.

(b) For any claims related to this contract, Contractor'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 Contractor's insurance and shall be non-contributory.

(c) Each insurance policy required above shall provide that coverage shall not be canceled, except with a minimum 30 days' notice to the City.

(d) The policies of insurance shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with the policies of insurance obtained by Consultant.

(e) These policies of insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insurance company.

(f) The insurer shall agree to waive all rights of subrogation against City, its officials, officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

(g) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

(h) The insurance provided by these policies shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

11. Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than "A-" (Excellent) and which are authorized to write business in California.

12. Verification of Coverage

Contractors shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting 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 Contractor'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.

All forms and endorsements are to list the City of Hanford as additional insured's. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name City as a loss payee.

If the project does not involve new or major reconstruction, at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of this contract, including during transit, installation, and testing at the City-owned site.

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

13. Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

14. City Indemnification

To the fullest extent allowable by law, Contractor agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Contractor's or its owners, directors, officers, managers, employees, agents or subcontractors' willful misconduct or negligent acts or omissions in the performance of the services and Contractor's responsibilities and obligations to be performed under this Agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement. This excludes, however, such liability, claims, losses, damage or expenses arising from the sole negligence, active negligence or willful misconduct of the City or its officials, officers, employees, agents and volunteers. This duty to indemnify, defend, and hold harmless shall survive the termination of this Agreement.

15. Estimates

The Contractor shall once each month prepare an estimate (on forms furnished by the Engineer) of the total amount of work done and acceptable materials on hand (materials furnished and delivered by the Contractor on the ground and not used). The Engineer shall review the Contractor's monthly estimate for compliance with the provisions of the contract. Upon the Engineer's approval of the Contractor's monthly estimate, the City of Hanford shall retain 5% of such estimated value of the work done and materials on hand and shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting there from all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when in the judgment of the Engineer, the work is not the total value of the work done since the last estimate amounts to less than five hundred dollars ($500).

16. Compliance with Laws

Contractor shall use the proper standard of care in performing the services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations. In addition, if the request for proposal to provide professional services which are the subject of this contract cited any federal or state financial assistance involved in the project for which the services are provided, the Contractor shall perform all services in accordance with all applicable federal and state laws, rates and regulations.

17. Licenses

Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to lawfully and competently perform the services. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect, or obtain at all times during the term of this contract, any licenses, permits, insurance and approvals which are legally required of Contractor to lawfully and competently perform the services. Contractor shall maintain a City of Hanford business license.

18. Assignment and Subcontracting

The parties recognize that a substantial inducement to City for entering into this contract is the reputation, experience and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this contract will be permitted only with the express consent of the City, which consent may be withheld in the sole and absolute discretion of City. Contractor shall not subcontract any portion of the services to be performed under this contract without the written consent of the City, which consent may be withheld in the sole and absolute discretion of City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this contract shall: (1) create any contractual relationship between City and subcontractor; (2) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; or (3) relieve Contractor of any of its obligations and responsibilities under this contract.

19. Sole and Only Contract

This contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this contract 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 contract, and no other agreement, statement or promise shall be valid or binding.

20. Invalidity

If any provision of this contract 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.

21. Amendment

No change, amendment or modification of this contract shall be valid unless the same be in writing and signed by the parties hereto.

22. Governing Law

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

23. Waiver

Waiver of a breach or default under this contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this contract.

24. Authority to Enter Contract

Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the contract. Each party warrants that the individuals who have signed this contract have the legal power, right and authority to make this contract and to bind each respective party.

25. Notice

Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or email if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address identified.

LABOR COMPLIANCE PROGRAM AND
LABOR AND OTHER CODE REQUIREMENTS CERTIFICATE

PART 1 STATE WAGE RATE CLAUSES

A. Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Prevailing wage schedules for Kings County are available from the Department of Industrial Relations - Division of Labor Statistics and Research via the Internet at www.dir.ca.gov. A prevailing wage scale is also on file in the office of the CITY OF HANFORD PUBLIC WORKS DEPARTMENT and copies may be obtained upon request.

B. The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

C. Pursuant to the provisions of California Labor Code, section 1773, the City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work. Copies of the prevailing rate of per diem wages are on file at the City's Public Works Department office and shall be made available to any interested party on request. The Contractor shall cause a copy of the Director's determination of the prevailing rate of per diem wages to be posted at a prominent place at the site of the Work. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid and will not under any circumstances be considered as the basis of claim against the City. The Contractor shall comply with Labor Code section 1774 and 1775. In accordance with Labor Code section 1775, the Contractor shall forfeit as a penalty to the City not more than $50 for each Day or portion thereof for each worker paid less than the prevailing rates as determined by the director for the Work or craft in which the worker is employed for any Work or by any subcontractor under the Contractor. The amount of this penalty shall be determined by the Director based on the factors set forth in section 1775. In addition to such penalty, the difference between such prevailing wage rates and the amount paid to each workman for each day or portion thereof for each workman was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

PART 2 LABOR CODE SECTION 1776 - COMPLETE PAYROLL RECORDS; CERTIFIED AND AVAILABLE

A. Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.
(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

B. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

D. A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

E. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of

this chapter.

F. The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide notice of a change of location and address.

G. The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

H. The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

I. The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

PART 3 LABOR CODE SECTION 1777.5 - EMPLOYMENT OF PROPERLY REGISTERED APPRENTICES

A. Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

B. Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

C. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.
(2) The rules and regulations of the California Apprenticeship Council.

D. When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and

may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

E. Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

F. The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

G. The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

H. This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

I. A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

J. Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

K. An apprenticeship program has the discretion to grant a certificate to a participating contractor or contractor association, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(1) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

L. When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council. The same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the

council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

M. If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

N. If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

O. All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

PART 4 LABOR CODE SECTION 1810 - DEFINITION: A LEGAL DAY'S WORK

A. Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

PART 5 LABOR CODE SECTION 1811 - TIME OF SERVICE - CALENDAR WEEK

A. The time of service of any workman employed upon public work is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under Section 1815.

PART 6 LABOR CODE SECTION 1812 - ACCURATE LABOR RECORDS

A. Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement.

PART 7 LABOR CODE SECTION 1813 - PENALTY FOR OVERTIME ON ANY PUBLIC WORK CONTRACT This is stated in overtime requirements. Remove?

A. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be

inserted in the contract, a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract and shall report them to the Division of Labor Standards Enforcement.

PART 8 LABOR CODE SECTION 1815 - MINIMUM OVERTIME PAY

A. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 11/2 times the basic rate of pay.

PART 9 LABOR CODE SECTION 1860 - CONTRACT PROVISION

A. The awarding body shall cause to be inserted in every public works contract a clause providing that, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

PART 10 LABOR CODE SECTION 1861 - CONTRACTOR CERTIFICATION TO LABOR CODE SECTION 3700

A. Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract:

(1) "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

PART 11 NONDISCRIMINATION CLAUSE

A. During the performance of the Contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of age, race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. Contractor’s attention is also directed to Section 1735 of the Labor Code, which provides:

(1) "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

C. Contractor's attention is further directed to Section 1777.6 of the Labor Code, which provides:

(1) "An employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of this code and Section 12940 of the Government Code."

D. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

PART 12 SKILLED WORKERS

The Contractor will employ or engage, and cause all Subcontractors to employ or engage, a sufficient number of skilled and qualified workers to perform the Work in accordance with the Contract Documents, in accordance and compliance with all applicable Law.

PART 13 DRUG-FREE WORKPLACE CERTIFICATION - CONTRACTOR

A. The contractor named below hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The below named contractor will:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

(2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

(a) The dangers of drug abuse in the workplace,

(b) The person's or organization's policy of maintaining a drug-free workplace,

(c) Any available counseling, rehabilitation and employee assistance programs, and

(d) Penalties that may be imposed upon employees for drug abuse

violations.

(3) Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

(a) Will receive a copy of the company's drug-free policy statement, and

(b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or loan.

PART 15 DEBARRED SUBCONTRACTOR PROHIBITION

A. A public entity, as defined in Section 1100, may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

B. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

THE UNDERSIGNED CERTIFIES THAT, IN PERFORMANCE OF THE CONTRACT, THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS IN ADDITION TO OTHER LEGAL REQUIREMENTS.

The Contractor further certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

CONTRACTOR OR
SUBCONTRACTOR NAME:_____

CERTIFIED BY:
NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

(DO NOT DETACH)

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ in the year 20_____, by and between the City of Hanford, a municipal corporation organized and existing in the County of Kings under and by virtue of the laws of the State of California hereinafter designated as the City, and

_____

hereinafter designated as the Contractor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed and by these presents do covenant and agree with each other as follows:

Article I

The Contract Documents consist of the Notice to Contractors, Proposal, this Agreement, Performance Bond, the accepted Bid, Non-Collusion Affidavit, General Provisions, Special Provisions, Plans and all Addenda as prepared prior to date of bid opening, setting forth any modifications or interpretations of any of said documents. All of the provisions of said Contract Documents are hereby incorporated in and made a part of this Agreement as truly as if fully set forth herein.

Article II

For and in consideration of the payments and agreements to be made and performed by the City of Hanford as set forth in said Documents, the Contractor agrees with the City to:

PLUNGE MECHANICAL REPAIRS

For which award of contract was made to furnish at his own proper cost and expense all tools, equipment, services, labor, and materials necessary, therefore, and to do everything required by said Contract Documents.

Article III

For furnishing all said services and materials; obtaining all permits and licenses of a temporary nature; furnishing and removing all plant, temporary work structures, tools and equipment and doing all the work contemplated and embraced in this Agreement; also for all loss and damage arising out of the nature of the aforesaid work during its progress or prior to acceptance, from the action of the elements, from any unforeseen difficulties which may arise to be encountered in the prosecution of the work and for all other risks of any description connected with the work; also for all expense incurred by or in consequence of the suspension or discontinuance of work, except such as in the said Contract

Documents are expressly stipulated to be borne by the City; and for well and faithfully completing the work and the whole thereof within the stipulated time and in the manner shown and described in said Documents and in accordance with the requirements of the Engineer under them, the City will pay and the Contractor will receive in full compensation therefore the price set forth by him in the accepted bid. The total compensation to be paid will be computed on the basis of the quantity of work actually performed in accordance with the Contract Documents and paid for at the stipulated contract unit or lump sum prices, as the case may be.

Article IV

The City hereby promises and agrees with the said Contractor to employ and does hereby employ the said Contractor to provide the material and to do the work according to the terms and conditions herein contained and referred to for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents, and the said Parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Article V

No work, services, material or equipment shall be performed or furnished under this Agreement unless and until a Notice To Proceed has been given to the Contractor by the City, which notice shall be given within FIVE (5) CALENDAR DAYS from the date of signing the contract, and the Contractor shall commence work within TEN (10) CALENDAR DAYS after said notice is given.

Article VI

The Contractor and any subcontractor under him shall pay not less than the prevailing rate of wages to all workmen employed in the execution of this contract. Copies of the prevailing rate of wages are on file at the City Public Works Office and are available upon request.

Article VII

To the fullest extent allowable by law, Contractor agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Contractor's or its owners, directors, officers, managers, employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and Contractor's responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole or active negligence or willful acts. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement.

(DO NOT DETACH)

IN WITNESS WHEREOF: The parties hereto have caused this contract to be executed the day and year first above written.

CONTRACTOR

_____
Company Name

_____
Print Name

_____
Signature

DATE: _____

_____
Title

Contractor's License No. _____

ATTEST: to Contractor's Signature

_____
BY:

_____
Title

CITY OF HANFORD, CALIFORNIA

BY _____
City of Hanford, Interim City Manager

DATE: _____

ATTEST:

_____
City Clerk

APPROVED AS TO CONTENT:

_____
Russ Sterling, Public Works Director

APPROVED AS TO FORM:

_____
City Attorney

(DO NOT DETACH)

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City of Hanford, County of Kings, State of California, by motion passed on _____, 20_____, has awarded to: _____

_____

Herein after designed as the "Principal," a contract for

PLUNGE MECHANICAL REPAIRS

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, _____

_____, as Principal,

and _____

as Surety, and firmly bound unto the City of Hanford, California, hereinafter called the "Owner," in the penal sum of _____ Dollars ($_____) 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.

(DO NOT DETACH)

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 ____ day of _____, 20___, 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.

_____
Principal

BY _____

_____
Title

_____
Surety

By _____

_____

_____
Address of Surety

_____
Phone Number of Surety

(DO NOT DETACH)

BOND NO. _____

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City of Hanford, County of Kings, State of California, by motion passed

_____, 20____, has awarded to: _____

_____

_____

hereinafter designated as the "Principal," a contract for:

PLUNGE MECHANICAL REPAIRS

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for correction of deficiencies during the specified guaranty period.

NOW THEREFORE, we, _____

_____, as Principal,

and _____

_____

as Surety, are held and firmly bound unto the City of Hanford, California, hereinafter called the

"Owner", in the penal sum of _____

Dollars ($_____) lawful money of the United States of America, for 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 guaranty of the contract, 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.

(DO NOT DETACH)

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 ____ day of _____ _____,20___, 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.

_____
Principal

By _____

_____
Surety

By _____

_____

_____
Address of Surety

_____
Phone Number of Surety

RUSSIA SANCTIONS EXECUTIVE ORDER N-6-22

Notice to all City Contractors, Suppliers and Grantees (Potential and Existing)

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at (https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf).

Under the EO, compliance is required with all economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. To the fullest extent under the law, the City of Hanford will engage all measures to comply with the sanctions and the EO, including:

1) Refraining from entering into new contracts with prohibited individuals or entities while the sanctions are in effect.

2) Desisting from making new investments in, or engaging in financial transactions with, Russian entities, and from transferring technology to Russia or Russian entities.

3) Endeavoring to support the government, people, and businesses of Ukraine where possible.

As a City contractor, supplier, or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website: (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

Failure to comply may result in the termination of the subject contract or grant, as applicable.

EQUAL OPPORTUNITY

1) Selection of Labor

   During the performance of this contract, the Contractor shall not discriminate against labor from any other state, possession or territory of the United States.

2) Employment Practices

   During the performance of this contract, the Contractor agrees as follows:

   a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruiting advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provision of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.

c) The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising said labor union or worker's representative of the Contractor's commitments under this Section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor or pursuant thereto and will permit access to his books, records and accounts by the Federal Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g) The Contractor will include the provisions of this Section 2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the City or the Federal Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3) Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

a) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, sex, age or national origin in the

selection and retention of subcontractors including procurements of materials and leases of equipment.

b) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract on the grounds of race, color, religion, sex or national origin.

c) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate including but not limited to:

i) Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

ii) cancellation, termination or suspension of the contract in whole or in part.

d) Incorporation of Provisions: The Contractor shall include the provisions of this paragraph 3 in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the City may direct as a means of enforcing such provisions including sanctions for non-compliances, provided, however, that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor of supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City.

SUBLETTING OR ASSIGNING THE CONTRACT

1) The Contractor shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any items designated by the City as "Specialty Items" may be performed by subcontract, and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.

a) "His own organization" shall be construed to include only workmen employed and paid directly by the prime Contractor and equipment owned or rented by him, with or without operators.

b) "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2) In addition to the 50 percent requirement set forth in paragraph 1 above, the Contractor shall furnish (a) a competent superintendent or foreman who is employed by him, who has full authority to direct performance of the work in accordance with the contract requirements and who is in charge of all construction operations (regardless of who performs the work), and (b) such other of his own organizational capability and responsibility (supervision, management and engineering

services) as the City contracting officer determines is necessary to ensure the performance of the contract.

3) The contract amount upon which the 50 percent requirement set forth in paragraph 1 is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

4) Any items that have been selected as "Specialty Items" for the contract are listed as such in the Special Provisions, Bid Schedule or elsewhere in the contract documents.

5) No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the City contracting officer or his authorized representative, and such consent when given shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the labor standard provisions set forth in this contract shall apply to labor performed on all work encompassed by the request.

SAFETY: ACCIDENT PREVENTION

In the performance of this contract, the Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City contracting officer may determine, reasonably necessary to protect the life and health of employees on the job, the safety of the public and to protect property in connection with the performance of the work covered by the contract.

It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract, that the Contractor and any subcontractor shall not require any laborer employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety as determined under Construction Safety and Health Standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time) promulgated by the United States Secretary of Labor in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

SPECIAL PROVISIONS

FOR

PLUNGE MECHANICAL REPAIRS

SECTION 1 – DEFINITIONS AND CONFLICTS

DEFINITIONS

Inspector: The City Engineer or their agent employed as the inspector on the Work.

References to "Supplemental Conditions" in the General Conditions shall be defined as these special provisions.

CONFLICTS

In case of conflict between the Standard Specifications and these City Specifications, the City Specifications shall take precedence over and be used in lieu of such conflicting portions. In case of conflict between these Special Provisions and any specifications, the Special Provisions shall govern. In case of conflict between the plans and the Standard Drawings and/or any other Specifications, except the Special Provisions, the plans shall govern.

PROJECT ORGANIZATION

City of Hanford – The City of Hanford is funding the work and shall have final approval of all payments, including change orders.

City of Hanford – The City of Hanford will inspect all work, review submittals, review change order requests and have final authority for acceptance of all work within the project limits.

City Engineer – The Engineer or persons appointed by the City Council, or properly authorized employees of the City, acting within the scope of the duties delegated to them.

SECTION 2 – GENERAL REQUIREMENTS/SCOPE OF WORK

GENERAL
The requirements of this section govern the execution of all sections of the specifications.

SCOPE OF WORK
The Contractor shall furnish all labor, materials, equipment, and incidentals necessary to complete the following tasks at the City of Hanford's swimming facilities located at 415 Ford Street, Hanford, CA. Work shall be performed in accordance with industry standards. The project must be completed by April, 2026.

This project consists of the removal/demolition of the existing slide pool filtration system, variable frequency drive (VFD) pump, and other miscellaneous items shown on plans. Installation of slide pool filtration system, VFD pump, and other items as shown on plans. All other items as required to provide a completely operational slide pool. All work must comply with City of Hanford, State of California, and Federal requirements. Contractor must possess appropriate electrical and mechanical credentials for pump and VFD work.

CONSTRUCTION TIME
All other work must be completed between the hours of 7:30 AM and 5:00 PM.

PROJECT LOCATION
The project location will be The Plunge, located at 415 Ford Street in Hanford, CA 93230.

SAFETY REGULATIONS FOR WORKMEN
This contract is regulated by Title 29, Chapter 17, Part 1910 of the Federal Labor Code, the Williams-Steiger Occupational Safety and Health Act of 1970, additions to the Code and the California Industrial Safety Code. The Contractor's operations shall be governed by the most stringent of regulations embodied in the foregoing safety laws. The cost of measures taken by the Contractor for compliance with said regulations shall be included in unit bid items of construction, and no additional payment will be made.

INTENT OF PLANS AND SPECIFICATIONS
The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

PERMITS AND ADDITIONAL INSURANCE REQUIREMENTS
The Contractor shall obtain all necessary permits, including those from the City of Hanford, and any other permits required by law or the scope of work, prior to commencing any work, including excavation. Public Works inspection costs, if applicable, shall be paid by the City.

GUARANTEE OF MATERIALS AND WORKMANSHIP
The Contractor shall guarantee all materials, equipment and workmanship of the installation. Should any material or appliance or any work develop any defect or weakness due, in the opinion of the Engineer, to the use of imperfect materials, equipment or workmanship, or failure to follow the plans and

specifications, the Contractor shall be notified at once, and shall immediately, at Contractor's own expense, make the necessary repairs or replacements to make the defective item or items suitable and satisfactory. Should the exigencies be such as to necessitate the repairs before the Contractor could be notified, the City shall have the right to make the necessary repairs or replacements at the expense of the Contractor, preserving as far as possible all available evidence of the cause of failure. The City shall inform Contractor by fax or email if the City exercises this right.

This guarantee is not intended to include the damage by the actions of individuals other than the Contractor's forces or by damages due to the activities of the contractors working in the area, either during the time this work is under construction or after its acceptance.

COMPLIANCE WITH CODES

All construction shall comply with the California Building Code, California Mechanical Code, California Plumbing Code and National Electrical Code, latest editions as adopted by the City of Hanford. Contractors shall ascertain all local adopted codes applicable to their portion(s) of the work and shall familiarize themselves with the requirements therein. Nothing in these drawings and specifications shall be construed to permit installation in violation or conflict with any and all such applicable codes. Should a conflict between these drawings and specifications and code requirements be noted, the Contractor shall notify the Project Engineer before proceeding with that portion of work.

COORDINATION

The Contractor shall coordinate the work with the Project Manager and Project Inspector(s).

CONTRACT TIME OF COMPLETION

The project must be completed by April 30, 2026. The Time of Completion may only be changed by City Contract Change Order indicating an approved time extension.

LIQUIDATED DAMAGES

Per Section I, Subsection 7.06 of the City Specifications, liquidated damages are set at $500 per day for each calendar day of completion if the project is delayed beyond the Contract Time of Completion.

GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 MAINTENANCE MANUALS

A. The contractor shall provide six (6) bound sets for delivery to the Designated Representative of instructions for operating and maintaining all new systems and equipment included in this Contract. Manufacturer's advertising literature or catalog pictures will not be acceptable for operating and maintenance instructions.

B. Bound in ring binders shall be all parts lists, periodic maintenance instructions and troubleshooting guidelines for all pool equipment, including but not limited to filters, controllers, etc.

1.02 SECURE FROM THE OWNER

C. A complete Owner-furnished filling of the swimming pools.

D. The Owner's assistance, as specified herein, from the time of start-up until final written acceptance of the swimming pool system(s).

E. Chemicals as required for swimming pool operation after Contractor completes initial water chemistry balance and water treatment.

1.03 WARRANTY

1. The Swimming Pool Contractor shall warrant all swimming pool structures, finishes and systems against defects in material and workmanship for a period of one year after the date of acceptance by the Owner. Any repair or replacement required due to defective material or workmanship will be promptly corrected by the Swimming Pool Contractor.

1.04 WORK INCLUDED

A. Swimming pool filter system renovation, chemical monitoring, and materials as required for this Work as indicated on the Drawings and specified herein.

1.05 QUALITY ASSURANCE

A. Qualifications of Workers:

1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.

2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years' experience with the materials and methods specified.

3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years' experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.

4. All equipment supplied or work performed shall comply with regulations governing public swimming pools and spas as contained within Chapter 31 of California Building Code, latest edition.

2.03 SUBMITTALS AND SUBSTITUTIONS

A Provide submittals in conformance with project requirements.

B. Required submittals include

1. Swimming Pool Filter(s)/parts as specified.

C. Submit proof of qualifications as specified in Article 1.05.A of this Section.

D. The equipment shown on the plans represents the first listed items in the technical specifications. Contractor shall be responsible for all required field coordination and installation of any approved equal

product to provide a fully working and warranted system. The Contractor shall submit detailed shop drawings for any products used other than the first listed specified items. Contractor provided shop drawings shall include details and quality equal to the original plans and construction documents. The Contractor shall provide any and all required engineering including but not limited to structural and anchorage requirements for any proposed equipment other than the first listed specified equipment. The Contractor is responsible to provide a factory certified representative(s) to start-up and provide on-site training for all swimming pool mechanical equipment provided.

2.04 PRODUCT HANDLING

1. Protection: Use all means necessary to protect swimming pool equipment items before, during and after installation and to protect the installed work specified in other Sections.

2. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative.

SWIMMING POOL MECHANICAL

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Swimming pool mechanical piping as required and specified for the installation of the new swimming pool filter(s) and appurtenances.

1.02 QUALITY ASSURANCE

A. Qualifications of Workers:

1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.

2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years' experience with the materials and methods specified.

3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years' experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.

B. Standards:

1. All equipment supplied or work performed shall comply with Chapter 31 of California Building Code, latest edition.

2. Work shall be performed in accordance with the applicable editions of all National, State and local

codes, laws, regulations and ordinances, including the following:

a. American National Standards Institute (ANSI).

b. American Society for Testing Materials (ASTM).

c. American Waterworks Association (AWWA).

d. American Welding Society (AWS).

3. Do not construe anything in the Drawings or Specifications to permit Work not conforming to these requirements.

1.03 SUBMITTALS AND SUBSTITUTIONS

A. Provide submittals in conformance with the project.

B. Required submittals include:

1. Pipe and Fittings as specified in Article 2.02 of this Section.

2. Valves as specified in Article 2.03 of this Section.

3. Pressure I Vacuum Gauges as specified in Article 2.04 of this Section.

4. Pipe Hangers and Supports as specified in Article 2.05 of this Section.

5. Sleeves and Waterstops as specified in Article 2.06 of this Section.

C. Submit proof of qualifications as specified in Article 1.02.A of this Section.

1.04 PRODUCT HANDLING

A. Delivery: Deliver all materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.

B. Storage: Store all materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project site.

C. Protection: Use all means necessary to protect swimming pool mechanical items before, during and after installation and to protect the installed Work specified in other Sections.

D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative and at no additional cost to the Owner.

1.05 JOB CONDITIONS

A. Cooperate with entities performing Work specified in other Sections to so that no conflict of new construction or occupied space may occur. Should any installation Work be done without such craft coordination, that Work so installed shall be removed and re-installed.

PART 2 - PRODUCTS

2.01 PRODUCT QUALITY

A. Materials and equipment shall be new, of the best quality for the purpose intended, and shall be clearly marked with the manufacturer's name and nameplate data or stamp and rating. As far as practicable, materials and equipment shall be of one manufacturer.

2.02 PIPE AND FITTINGS

A. PVC Schedule 40: Type 1, normal impact, NSF approved for solvent welding applications, ASTM Specification D-1785, color shall be white. Dura, Lasco, or approved equal.

B. PVC Schedule 80: Type 1, normal impact, NSF approved for solvent welding applications, ASTM Specification D-1785, color shall be gray. Dura, Lasco, or approved equal.

C. Steel: ASTM Specification A-120, Schedule 40 black or galvanized pipe with ASTM A-47 150 lb. banded malleable iron threaded fittings.

2.03 VALVES

A. Ball Valves:

1. For pool system: True-Union design, PTFE seat material with FPM or FKM Double O-ring stem seals, locking handle, NSF certified. PVC schedule 80 body for below grade installation. CPVC Schedule 80 body for above grade installation. Furnish ball valves on all pipe diameters 2½" or less with a rating of at least 200psi at 73°F. Asahi Pool-Pro, Nibco, or lpex.

2. For copper pipe system: 3-piece full-port Bronze body valve with Teflon seat, 'Apollo', 'Nibco' or approved equal.

B. Butterfly Valves:

1. Epoxy coated cast or ductile iron body, 316 stainless steel disc and stem, viton seat material, furnish hand wheel/gear operators on all valves 8" and larger. DeZurick, Keystone, Asahi Pool Pro or lpex.

2. PVC body, PVC disc and EPDM construction suitable for chlorinated water applications. Stem shall be of 316 stainless steel and non-wetted. Valves shall be self-gasketed design with a convex sealing arrangement. Valves 1-1/2" - 10" shall be rated to 150 psi and 12" valves shall be rated to

100 psi at 70°F. Asahi Pool-Pro, no known equal.

C. Check Valves: Wafer-type, epoxy coated cast or ductile iron body, 316 stainless steel plates and shaft, viton seat material. Centerline, Metraflex, or approved equal.

2.04 PRESSURE/ VACUUM GAUGES

A. Furnish and install pressure and vacuum gauges on the discharge and suction sides of all pumps. 2" or 2 ½" dial, bottom connection, chrome ring and shut-off cock and snubber. Ranges shall be selected to indicate between mid-point and two-thirds of maximum range under design conditions. Marsh, Trerice, or approved equal.

2.05 PIPE HANGERS AND SUPPORTS

A. General

1. The requirements of this Section relates to various requirements of the Agreement, General and Supplementary Conditions, Specifications, Drawings, and modifying documents which are part of the Construction Contract. Responsibility for coordination of all such applicable requirements will be that of the Contractor.

B. Description:

1. This section provides guidelines and limitations for the support of all mechanical, electrical, plumbing or architectural items from the building structure, and for the seismic bracing of such items.

2. Design and install all support and bracing systems as required for the swimming pool systems. Provide for attachment to portions of the building structure capable of bearing the loads imposed. Design these systems to not overstress the building structure.

C. Quality Assurance:

1. Design and install all support systems to comply with the requirements of the 2013 California Building Code, Chapter 16A.

2. Seismic bracing is to be designed by a professional engineer licensed in the State of California.

3. For the seismic bracing of mechanical, electrical and plumbing system, refer to "Guidelines for Seismic Restraints of Mechanical Systems and Plumbing Piping Systems" by Sheet Metal and Air conditioning Contractors National Association, Inc., (SMACNA) for guidelines.

D. Submittals:

1. Submit shop drawings for all substructures and attachment methods.

2. Submit proposed alternative methods of attachment for review and approval by the Architects,

prior to deviating from the requirements given below.

3. For all pipe hangers and support systems, submit structural calculations and details which include all resultant forces applied to the building structure and are prepared and signed by the Contractor's licensed California professional engineer. Calculations will be reviewed for compliance with design criteria, not for arithmetic.

E. Materials:

1. Use Kin-Line, Grinnel, or approved equal.

2. Support all pipelines individually with hangers, each branch having at least one hanger. Lateral brace as noted and required.

3. Support piping near floor with steel stanchions welded to end plates secured to pipe and floor.

4. Support vertical piping at each floor level. Install coupling in piping at each support. Coupling shall rest on and transmit load to support. Isolate copper from steel supports with vinyl electrician's tape around pipe and coupling.

5. Use Stoneman "Trisolator," Unistrut, or approved equal, isolators at each hanger and other support points on bare copper tubing system.

6. For PVC pipe, space hangers four (4) feet apart for pipe sizes 1" and under, five (5) feet apart for pipe sizes 1-1/4" to 2", and six (6) feet apart for pipe sizes over 2". Space hangers for horizontal pipes at a maximum of six (6) feet for copper 2" and smaller and for steel 1-1/4" and smaller; ten (10) feet for copper 2-1/2" and larger and for steel 1-1/2" and larger.

7. Size hanger rods, screws, bolts, nuts, etc., according to manufacturer's sizing charts.

8. Trapeze hangers may be used for parallel lines.

9. Use galvanized or cadmium plated hangers, attachments, rods, nuts, bolts, and other accessories in pool mechanical room, high humidity areas, or where exposed to weather. Hot dip galvanize all items which are not factory furnished. Plating for hinged movements must be done at the factory.

10.Lateral Bracing: To prevent swaying of the piping systems, provide angle iron bracing and anchor into wall or overhead framing. Piping shall be braced or anchored in such a way as to resist a horizontal force of 50% of its operating weight in any direction.

11.Do not use wire or other makeshift devices for hangers.

12.Furnish all substructures and fasteners required to comply with the limitations given below. Use material as specified in the various sections and as appropriate to their use.

F. Guidelines & Limitations:

1. Each Contractor will coordinate the load requirements from all subcontractors so that no combination of loads overstresses the building structure or exceed the limitations given below.

2. Concrete Structure:

a. Support all loads hung from concrete structure with cast-in-place inserts, unless drilled-in anchors are specifically approved in writing prior to placing the concrete.

b. Concrete anchors must not penetrate into reinforcing bars. Where the anchors boring indicates the presence of reinforcing bar, patch hole with an epoxy type grout and relocate anchor 12 diameters away.

c. Individual expansion anchors cannot support any loads greater than 300 pounds or manufacturer's specified load capacity without approval.

3. Steel Structure:

a. Hang no more than 20 pounds per metal deck rib in any span.

b. At beams, hang all beam loads greater than 40 pounds concentric to beam, not off the flanges.

c. Attached no loads to the beams or girders greater than the following without specific approval from the architect.

d. Roof beams and girders: 300-pound point load or 600-pound total load for a single span.

G.Seismic Bracing:

1. Design and install seismic bracing to not ground out vibration and sound isolation systems.

2. All items of mechanical and electrical equipment 60" or more in height are to be seismically braced whether such bracing is shown or not.

2.06 SLEEVES AND WATERSTOPS

A. Provide sleeves where work of this Section passes through fire-rate partitions, floors and ceilings, concrete slabs or exterior of structure. Caulk clearance space using sealant appropriate for application in conformance with manufacturer's recommendations and Title 24 of California Code of Regulations. 3m, Dow Corning, or approved equal. In lieu of sleeves and caulking, "Link Seal" products may be used.

B. Provide prefabricated waterstops as indicated on the Drawings at all pipe penetrations through structures containing stored water (i.e., swimming pools, balance/surge tanks, etc.) to ensure leak-proof seals.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

A. Inspection:

1. Prior to Work of this Section, carefully inspect the installed Work of other trades and verify that such work is complete to the point where this installation may properly commence.

2. Verify that items of this Section may be installed in accordance with the original design and referenced standards.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Owner's Representative.

2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive his work.

3.02 ABBREVIATIONS AND SYMBOLS

A. Abbreviations and symbols on the Drawings are those most commonly used. Obtain clarification from the Owner's Representative on any questionable items before bid.

3.03 GENERAL PIPING REQUIREMENTS

A. Size any section of pipe for which size is not indicated or any intermediate section erroneously shown undersized the same size as the largest pipe connecting to it. Sizes listed are nominal.

B. Cut pipe accurately to job measurements and install without springing or forcing, true to line and grade, generally square with building and/or structures and adequately supported to prevent undue stress on pipe, fittings and accessories.

C. Make changes of direction with manufactured fittings. Street ells, bushings, reducing flanges, close nipples or bending of pipe is not allowed.

D. Use great care to install piping in accordance with best practice. Plastic pipe shall be "snaked" in trenches to allow for thermal expansion.

E. All above grade, below grade and buried or imbedded PVC shall be installed using solvent weld fittings. Also, each and every fitting and pipe end shall be prepared with solvent primer. Fittings shall be joined individually and with enough time between assembly of adjacent joints to allow them to seal solidly. After joining, an even ring of primer must be visible around the entire fitting. If any fittings

are installed without visible primer, the fitting shall be removed and discarded and piping recut, rechamfered, and joint made up again using a new fitting. All procedures, methods and techniques used to make up solvent weld joints shall be in strict accordance with manufacturer's recommendations.

F. Arrange pipe and hangers to allow for expansion, contraction and structural settlement. No pipe shall contact structure except penetrations as shown on the Drawings.

G. Provide dielectric connections between copper and dissimilar metals. In copper systems, threaded piping including connections to equipment shall be brass pipe and fittings. Install dielectric connections in vertical sections of piping only.

H. Run pipe full size through shut-off valves, balancing valves, etc. Change pipe size within three (3) pipe diameters of final connection to control valves, fixtures and other equipment.

I. Provide unions or flanges at connections to equipment, on service side of valves and elsewhere as required to facilitate ease of maintenance.

J. Locate equipment shut-off valves as close to equipment as possible maintaining easy valve access.

K. Make all connections between domestic water systems and equipment or face piping with approved backflow prevention devices as required.

L. All PVC pipe exposed to direct sunlight shall be painted with two coats of Exterior Acrylic Semi-Gloss Paint, Sherwin Williams or equal. Color to be selected by Architect. Prior to painting the PVC pies, the exterior of all PVC pipes shall be wiped with Methyl Ethyl Ketone, or an approved equal, to remove glaze from the pipes.

3.04 GENERAL EQUIPMENT REQUIREMENTS

A. Position equipment to result in good appearance and easy access to all components for maintenance and repairs.

B. Install piping, flues, breeching and ducts so that they do not interfere with equipment access.

C. Install level, secure and out of moisture. Provide shims, anchors, support straps, angles, grouted bases, or other items as required to accomplish proper installation.

D. All screws, nuts, bolts and washers shall be galvanized, cadmium plated or stainless steel. After fabrication, hot dip galvanize unfinished ferrous items for outdoor, below grade or other use subject to moisture.

E. Extend 1/2" Schedule 40 black steel pipe lubrication tubes from all hard to reach locations to front of equipment or to access points. Terminate with proper type of lubrication fitting.

3.05 VALVES AND STRAINERS

A. If no shut-off is indicated, provide ball valves at inlet connections and balance valves at outlet

connections to fixtures and equipment. Provide proper valve trim for service intended.

B. Use no solder end valves unless noted otherwise; provide adapters in copper tubing systems.

C. Locate valves with stems above horizontal plane of pipe. In general, locate valves within six (6) feet of floor, out from under equipment, in accessible locations with adequate clearance around hand wheels or levers for easy operation.

D. Provide all valves, cocks and strainers, full pipe size unless indicated otherwise.

E. Provide hand wheel operators on all valves 6" and larger, under 6" lever operators may be used.

F. Provide tool operated valve with stainless steel shaft extension and 'on deck' tool operation for surge chamber butterfly isolation valve.

3.06 IDENTIFICATION OF PIPING

A. Identify each valve by a numbered brass tag with hole and brass chain mounted on valve stem or handle. Tag to be a minimum of 1" in diameter and numbers at least 1/4" high stamped into tag. Valves and plumbing lines shall be labeled clearly with the source or destination descriptions.

B. Install an identification chart in a plastic or glass framed enclosure which schematically illustrates the proper operation of all piping systems and indicates number and location of all valves and control devices within the system.

C. The direction of flow for the recirculation equipment shall be labeled clearly with directional symbols such as arrows on all piping the equipment area. Where the recirculation equipment for more than one pool is located on site, the equipment shall be marked as to which pool the system serves.

3.07 TESTS

A. Perform tests in presence of Owner's Representative with no pressure loss or noticeable leaks.

B. Do not include valves and equipment in tests. Include connection to previously tested sections if systems are tested in sections.

C. Perform tests as follows:

System	Test Pressure	Test Medium	Duration
Skimmer lines and Main Drain Sump Lines	20psi	Water*	4 hours
Pool Piping	50 psi	Water*	4 hours
Domestic Water	150 psi	Water*	4 hours

*Never test PVC pipe or fittings with air or other gases, always use water.

3.08 PIPE MATERIAL APPLICATION

A. PVC Schedule 40: Below grade swimming pool piping and domestic water piping up to 12”-line size; use standard solvent weld fittings.

B. PVC Schedule 80: Above grade swimming pool piping and domestic water piping up to 12”-line size; use standard solvent weld fittings.

3.09 CUTTING AND DRILLING

A. Cutting or drilling necessary for installation of Work of this Section shall be done only with approval of Owner's Representative.

3.10 CLOSING-IN OF UNINSPECTED WORK

A. Do not cover or enclose Work before testing and inspection. Re-open Work prematurely closed and restore all Work damaged.

3.11 QUIETNESS

A. Quietness is a requirement. Eliminate noise, other than that caused by specified equipment operating at optimum conditions, as directed by Owner's Representative.

3.12 FLUSHING OF LINES

A. Flush or blow out pipes free from foreign substances before installing valves, stops or making final connections. Clean piping systems of dirt and dust prior to initial start-up.

B. Just prior to plastering the pool, under the observations of the IOR, the pool mechanical system shall be flushed using the pool circulation pump. Circulate water through the mechanical system until the effluent water from the pool return heads runs clean.

3.13 CLEAN-UP

A. After all Work has been tested and approved, the Swimming Pool Subcontractor shall thoroughly clean all parts of the equipment installation, including all pool pipe and fittings in the pool mechanical room. Exposed parts shall be cleaned of cement, plaster and other materials and all grease and oil spots removed with solvent.

B. The Swimming Pool Subcontractor shall remove debris from the Project site. Cartons, boxes, packing crates and excess materials not used, occasioned by this work shall be disposed of to the satisfaction of the Owner's Representative.

C. If the above requirements of clean-up are not performed to the satisfaction of the Owner's Representative, the Owner reserves the right to order the work done, the cost of which shall be borne by the Swimming Pool Subcontractor.

SWIMMING POOL ELECTRICAL

PART 1 GENERAL

1.01 WORK INCLUDED

A. Provide labor, materials and equipment as required to install the swimming pool electrical system including but not limited to:

1. A complete and operable system of service equipment, conduits, switches, time clocks and wiring for power and lighting.

2. Junction and/or pull boxes, conduits, disconnects, starters, contactors, wiring and connection of all motors and mechanical equipment, including connection and wiring of line voltage controls associated with the mechanical systems.

3. Adjusting and preliminary operation of the completed electrical system.

4. Cleaning of all completed Work and installation adjustment of all trim and decorative items.

1.02 QUALITY ASSURANCE

A. Qualifications of Workers:

1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.

2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years' experience with the materials and methods specified.

3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years' experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.

B. Ordinances and Codes: Materials and construction shall conform with all applicable code requirements, including:

1. National Electrical Code; Electrical Safety Orders of the State of California; Department of Industrial Relations; regulations of the State Fire Marshal; rules and regulations of the Board of Underwriters of the Pacific.

2. Chapter 31 of California Building Code, latest edition.

C. Verification of Conditions:

1. The locations shown on the Drawings are diagrammatic only and the exact finish location of

equipment and materials cannot be indicated. Therefore, locations of all Work and equipment shall be verified to avoid interferences, preserve head room and keep openings and passageways clear. Changes shall be made in locations of equipment and materials which may be necessary to accomplish these purposes.

1.03 SUBMITTALS AND SUBSTITUTIONS

A. Provide submittals in conformance with the requirements of Section 01300. Requests for substitutions shall conform with requirements of Article 1.10.A of Section 13150.

B. Required submittals include:

1. Conduit and Fittings as specified in Article 2.02 of this Section.
2. Circuit Breakers as specified in Article 2.07 of this Section.
3. Time Clocks as specified in Article 2.08 of this Section.
4. Ground Fault Circuit Interrupters as specified in Article 2.09 of this Section.

C. Submit proof of qualifications as specified in Article 1.02.A of this Section.

1.04 PRODUCT HANDLING

A. Delivery: Deliver all materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.

B. Storage: Store all materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project site.

C. Protection: Use all means necessary to protect swimming pool electrical materials before, during, and after installation and to protect the installed Work specified in other Sections.

PART 2 PRODUCTS

2.01 MATERIALS, GENERAL

A. Materials shall be new, in unbroken packages and bear the U.L. label of approval.

B. Equipment of one type shall be by same manufacturer. One type of equipment for classifications such as:

1. Conduit.
2. Wire.
3. Conduit fittings.
4. Fixtures of the same general type.
5. Wiring devices.

2.02 CONDUIT AND FITTINGS

A. Conduit within or under buildings or where exposed outdoors shall be rigid threaded, hot dipped, galvanized, or U.L. approved plastic except where noted otherwise on the Drawings. Metallic conduit shall be of the same metal between outlets or terminals.

B. Use flexible metallic conduit only for short connections of motors and where specifically called for on Drawings. Maximum length shall be 40". Use only liquid tight flexible metal conduit. Install an unbroken #12 AWG insulated copper grounding conductor in each liquid tight flexible conduit with permanent connection at motor junction box and service panel ground.

C. Protect, before installation, metallic conduit runs in all slabs laid on grade or in contact with the earth or exposed in damp locations, with two (2) heavy coats of asphaltum rust-resisting compound.

D. Encase conduits 2-1/2" or larger run underground, outside, or under buildings, in concrete envelopes a minimum of 3" thick, except as indicated otherwise on Drawings or stubouts. Conduits 2 and smaller laid 18" below finish surface in soil.

E. Low voltage runs underground outside buildings, 1-1/4" or smaller, may be G.I. or sherardized steel conduit, with machine applied wrapping equal to double wrap or Scotch-Wrap #50 tape, half lapped and quadrupled at joints in lieu of concrete encasement.

F. Service conduits through foundations or concrete members shall run through metal sleeves with adequate clearances for full movement of the conduit. Do not run conduits through footings.

G. Secure conduits run exposed on surfaces with one-hole heavy-duty straps or fasten with matching fittings to inserts or trapezes, parallel to building walls and ceilings.

H. Cap all conduit or duct stub-outs with standard factory caps; except cap threaded steel conduit with B.I. water pipe caps in outdoor locations.

I. Use conduit fittings manufactured by Crouse-Hinds Company, Appleton Electric Co., or approved equal.

J. Employ U.L. liquid tight fittings for use with liquid tight flexible metal conduit.

K. Use unions as manufactured by Appleton, O-Z/Gedney, or approved equal. The use of running threads will not be permitted.

L. Exposed conduit in chemical rooms shall be rigid NEMA 3R Type suitable for installation in corrosive atmospheres.

2.03 GROUNDING

A. Bond together and ground to a common ground at a single point all metallic conduit, piping systems, pool reinforcing steel, metal parts of ladders, lifeguard stands, handrails and their supports and the like. The bonding conductor shall not be smaller than #8 copper.

2.04 WIRING CONNECTIONS

A. Make connections without strain on conductors, allowing the conductors to take a natural position after connections or taps are made. Include all strand of wire in making the connection.

B. Make connections for wiring by one of the following means:

1. Make all taps or connections to conductors with compression type connectors except those smaller than #8 B&S gauge may have soldered connections. Solderless connections for #10 AWG or smaller may be used and shall be "Scotchlok", Buchanan, or approved equal. For #8 AWG or larger, they shall be T&B "LockTite", Burndy "Versitaps", or approved equal.

2. All cable or conductor terminal lugs shall be Burndy "Quicklug", llsco, or approved equal. Two piece stamped lugs and solder lugs will not be approved.

3. Paint taped splices in damp or outdoor locations with two (2) coats of insulating paint.

4. Tag all branch circuit wires with circuit number at the panelboard and at each point of use with linen or plastic tags.

2.05 CONDUCTORS

A. Description: Single conductor insulated wire.

B. Conductor: copper.

C. Insulation Voltage Rating: 600 volts.

D. Insulation: CEC; Stranded wire, Type THHN/THWN or XHHW insulation for feeders and branch circuits #8 AWG and larger solid wire, Type THHN/THWN or XHHW insulation for feeders and branch circuits #10 AWG and smaller.

E. Select one type and use for entire installation, except as indicated for special purpose.

F. For conductors installed in areas subjected to temperatures exceeding 140 degrees F., including terminating in incandescent lighting fixtures and installed through or into housing containing ballasts, provide Type THHN.

G. For conductors installed in exposed conduit outside of buildings and conduit within or just under roofing material, provide Type XHHW.

H. Control Circuits for Mechanical Equipment: Use 600 volt Underwriters' type THWN conductors except where subject to abnormally high temperatures such as on or near boilers. Under these conditions, use Type XHHW.

I. Conductor insulation shall be color coded to indicate phase leg, voltage and use.

J. Conductor insulation type, size and U.L. approval shall be printed with permanent white paint on conductor insulation, continually repeating.

K. Minimum Size of Conductors #12 AWG copper, unless otherwise indicated.

L. Conductors shall be new and shall have been manufactured within 12 months of the date of delivery to the site and continuously stored where protected from the sun, heat or weather.

M. Deliver conductors to the site in their original cable reels or in their original unbroken packages.

N. Provide conductor packages and cable reels plainly marked or tagged with U.L. labels, AWG size, voltage rating, insulation type, type of stranding, manufacturer's name, trade name and month and year when manufactured.

2.06 CONDUCTOR INDENTIFICATION

A. All secondary branch circuit conductors (No. 10 AWG smaller) throughout the project shall be provided with color coded insulation as follows

208 /120	Phase	480 /2
Black	A	Brown
Red	B	Orange
Blue	C	Yellow
White	Neutral	Gray
Green	Ground	Green

2.07 CIRCUIT BREAKERS

A. Breakers shall have a minimum short circuit interrupting rating of 10,000A symmetrical for panelboard voltage thru 240 volt and 14000A for panelboards thru 00 volts or as specified on the drawings. In no case shall the interrupting rating be less than the bus withstand rating unless noted otherwise on the drawings.

B. Circuit breakers, as manufactured by the following companies only are acceptable:

1. General Electric Company
2. Square D Company
3. Westinghouse Company
4. I.T.E. Company

C. Circuit breakers shall be arranged in the panels so that the breakers of the proper trip settings and numbers correspond to the numbering in the panel schedules on the drawings. Circuit numbers of breakers shall be black-on-white micarta tabs or other previously approved method. Circuit number tabs which can readily be changed from front of panel will not be accepted. Circuit number tabs shall not be attached to or be a part of the breaker.

D.Where two or three pole breakers occur in the panels, they shall be common trip units. Single pole breakers with tie-bar between handles will not be accepted.

E. All circuit breakers shall be padlockable in the "off'' position. Locking facilities shall be riveted or mechanically attached to the circuit breaker (submit sample for approval). Other means of attachment shall not be accepted without prior written approval of Engineer.

F. Where branch circuit breakers supply the power to motors and signal systems, the breakers shall be furnished with lockout clips, mounted in the "on" position. The breakers shall be able to trip automatically with lockout clips in place.

G.Panelboard circuit breakers shall be bolt-on type.

2.08 TIME CLOCKS

A. Time clocks shall be provided for all underwater lighting systems and swimming pool circulation pumps not controlled by filter microprocessors.

B. Contacts shall have a minimum rating of 40 amperes at 277V.

C.Timing motor shall be heavy duty synchronous, self-starting, high torque type, and shall be rated at 120, 208, 240, 277-volt 60 Hz.

D.Motor shall operate normally at temperature range of -60 degrees Fahrenheit to +120 degrees Fahrenheit.

E. Dial shall be 3" diameter, clearly calibrated with day/night zones and 24-hour rotation, with gear to provide one revolution yearly which automatically varies the on/off settings each day according to seasonal changes. Day and month of the year shall show clearly through calendar window on the dial.

F. Time clocks shall be equipped with 7-spoke, omitting wheel marked with days of the week.

G.Time clocks shall be housed in a flush enclosure where supply circuits emanate from a flush mounted panelboard and surface enclosure when supply circuits are from a surface mounted panel.

H.Acceptable manufacturers are Tork, Paragon, or approved equal.

2.09 GROUND FAULT CIRCUIT INTERRUPTERS

A. Minimum rating shall be 20 amperes, 125V, 5 milliampere trip setting, Class A per UL943.

B. Manufacturer to be Crouse-Hinds, Leviton, or approved equal.

2.10 BOXES

A. Boxes shall be of the size required by ordinances or larger, and of pressed galvanized gauge steel

where concealed or exposed on ceilings. Exposed boxes on walls below 7'6" shall be cast steel similar to "FA" condulets.

B. Outlets to be surface where wiring is exposed and flush in areas where conduit is concealed.

C. Provide surface outlets with proper galvanized steel surface cover. Box and cover shall be deep enough to provide at least 1/4" clearance between back of device and back of box. Where box contains more than one device, use proper gang box with proper cover. Surface outlet boxes shall be of the threaded hub type wherever below 8'0".

D. Provide exposed junction boxes with proper flat blank galvanized cover. If necessary for cable installation, additional pull boxes or junction boxes may be installed in accessible locations.

E. Where pull boxes larger than outlet boxes are required, galvanized code gauge sheet steel boxes may be used with covers attached by brass machine screws. Boxes exposed to the weather shall be approved for the purpose, and conduit entrances shall be on the bottom made by means of an interchangeable hub with gasket and adapter nut. Pull boxes not shown on Drawings may be added only after approval of size and location is obtained.

F. For outlets exposed to weather or where noted, cast outlet boxes shall be Crouse-Hinds, Appleton, or approved equal. Boxes shall have proper number and size hubs. Device plates, covers, adapters and boxes shall be as manufactured by Crouse-Hinds, Appleton, or approved equal.

G. Exposed junction boxes, outlet boxes and pull boxes for pool chemical rooms shall be NEMA 3R type suitable for corrosive atmosphere, non-metallic.

2.11 IDENTIFICATION MARKINGS

A. Plainly mark all motor and electrical appliance control equipment, indicating the equipment controlled with engraved metal tags.

B. Provide laminated plastic nameplates on panelboards on the outside of the door at the top indicating panel designation and feeder source.

C. Provide laminated plastic nameplates on distribution switchboards and motor control centers at the top center indicating panel designation and feeder source.

D. Identify each distribution switchboard and motor control center circuit breaker with a laminated plastic nameplate indicating its' use.

E. Type panelboard directories on the forms provided with the equipment, indicating the use of each branch circuit breaker.

F. Fasten all laminated plastic nameplates to surfaces with two (2) or more screws.

PART 3 EXECUTION

3.01 INSPECTION

A. Verify conditions at the Project site before submitting bid. Be responsible for providing all necessary wiring for the new electrical systems. Wherever wiring is being disrupted due to remodeling or changes, reconnect existing and provide new wiring circuits to accomplish a fully operable system at no additional cost to the Owner.

3.02 COORDINATION

A. The Drawings are essentially diagrammatic and indicate the desired location, size, routes, connection points, etc., and are to followed as closely as possible. Proper judgment must be exercised in executing the Work so as to provide the best possible installation in the available space and to overcome difficulties, limitations or interference wherever encountered. Be responsible for the correct placement of this Work, the proper location and connection in relation to Work of other trades, for determining the exact location of all conduits, outlets and equipment, and for installing the conduits in such a manner as to conform to the structure, avoid obstruction, preserve headroom and keep openings and passageways clear. Particular attention is directed to the close coordination required on exposed Work. Locations shown on Engineer or Mechanical Drawings if different than those shown on Electrical Drawings should be communicated to the Owner's Representative in writing for clarification.

3.03 INSTALLATION

A. Trenching and Backfill: Provide minimum cover as required by Code.

B. Conduit Installation:

1. Conduit and metallic raceway systems shall be mechanically and electrically continuous from sources of current to all outlets in a manner to provide a continuous grounding path. Close ends of conduit during construction to prevent entrance of dirt or moisture.

2. Securely fasten conduit to the building construction within three feet of each outlet and within every ten feet thereafter. Secure it to boxes, cabinets, pull boxes, terminals with two locknuts and ends equipped with bushings or a terminal fitting. Cut square with ends carefully reamed.

3. Make bends or elbows so that the conduit will not be injured or flattened.

4. Use insulated metallic bushings in all places where bushings are required.

5. Run exposed conduits level or plumb and parallel to the construction members of the building. No cutting across or diagonal runs will be permitted. Neatly surmount structural obstructions encountered on conduit runs by the use of fittings or pull boxes.

6. Identify feeder conduits by stamped metal tags secured to exposed section of conduit in main or

sub-panels.

7. Make up all threaded conduit joints gas and watertight with conductive sealer except conduit above ground in dry indoor locations.

8. Rigidly support all boxes independently of the conduit system.

C. Connections to Equipment:

1. Fully connect, in an approved manner, all electrical outlets, apparatus, motors, equipment, fixtures, wiring devices and appliances whether they are installed under the Electrical Contract or not, which require electrical connections, to the corresponding electrical system outlet.

2. Where the Work of this Section requires connections to be made to equipment that is furnished and set-in-place under other Sections, obtain such roughing-in dimensions from the manufacturer or supplier of each item as required and assume full responsibility for the installation of the connections thereto.

3.04 ADJUSTMENT AND CLEAN-UP

A. Preliminary Operation: Should the Owner's Representative deem it necessary to operate the electrical installation or any part thereof prior to Substantial Completion of the Work, consent to such preliminary operation and supervise conduction of same. Subcontractor shall pay all costs occasioned by such operation. Preliminary operation shall not be construed as an acceptance of any Work installed under this Contract.

B. Clean-up: Upon completion of the Work of this Section, immediately remove all swimming pool electrical materials, debris and rubbish occasioned by this Work to the approval of the Owner's Representative.

BID PROPOSAL

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

City of Hanford
315 North Douty Street
Hanford, CA 93239-3951

Date: _____

The undersigned, as bidder, declares that we have received and examined the project entitled.

PLUNGE MECHANICAL REPAIRS

and will contract with the owner, on the form of agreement provided herewith, to do everything required for the fulfillment of the contract to:

Furnish all necessary labor, materials, equipment and incidentals necessary to complete the following tasks at the City of Hanford's swimming facilities (The Plunge) , located at 415 Ford Street in Hanford, CA. Work shall be performed in accordance with industry standards. **Work must be completed by April, 2026.** Work will consist of Pump Control System Replacement, Variable Frequency Drive (VFD) Replacement, System Integration and Testing, and other General Requirements as described in Special Provisions, Section 2 of this document. Contractor must possess appropriate electrical and mechanical credentials for pump and VFD work.

We agree that the contract documents include all parts of this project as well as all referenced federal, state, and local agency requirements.

We acknowledge that addenda numbers _____ through _____ have been received and have been examined as part of the project.

Attached is a bid guaranty bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least 10 percent (10%) of the total amount of our bid, or alternatively, there is attached a certified cashier's check payable to the Owner in the amount of at least 10 percent (10%) of the total amount of our bid.

If our bid is accepted, we agree to sign the agreement without qualifications and to furnish the performance bond and the required evidence of insurance within 20 calendar days after receiving written notice of the award of the contract.

It is further understood and agreed that:

(a) In case of a discrepancy between words and figures, the words shall prevail, and in case of a discrepancy between unit prices and totals, the unit price shall prevail.
(b) The City reserves the right to eliminate any section of this proposal from the contract without claim from the contractor for profits lost.

(c) No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations of this proposal.

(d) The City will not be responsible for any errors or omissions on the part of the undersigned in making up his bid nor will the bidder be released on account of errors.

(e) The undersigned bidder is properly licensed in accordance with the State of California Act providing for the registration of Contractors.

(f) If the proposal shall be accepted and undersigned shall fail to contract as aforesaid and to give the bonds in the sums to be determined aforesaid with surety satisfactory to the City Council within TWENTY (20) CALENDAR DAYS after the bidder has received notice from the City Council that the contract is ready for signature, the City Council may, at its option, determine that the bidder has abandoned the contract, and thereafter, this proposal and the acceptance thereof shall be null and void, and the forfeiture provisions relating to such security accompanying this proposal shall operate and the said security shall be the property of the City of Hanford.

We further agree, if our bid is accepted and a contract for performance of the work is entered into with the Owner, to so plan work and to prosecute it with such diligence that the work shall be completed within the time stipulated.

_____
Name of Bidder

_____
Contractor's License No.

_____
Signature of Bidder

_____
Title of Signatory

_____ _____
Witness Address of Bidder

_____ _____
Title of Witness State of Incorporation

Let us help you
Maintain your own...

POOL & SPA
P.O. BOX 7536
VISALIA CA 93290
559.732.5559
FAX -559-749-0724
LICENSE #877307
QUOTE GOOD FOR 30 DAYS
DATE: 2-24-26

QUOTE FOR REPAIRS AT:
CITY OF HANFORD
PLUNGE POOL
415 FORD ST
HANFORD CA 93230

INSTALL NEW STARK RS SERIES 13.5 SQFT FILTER, INCLUDING ALL MEDIA WITH NEW BACKWASH SYSTEM, INCLUDING BOOSTER PUMP AS WELL AS ALL SCH 80 PLUMBING AND ELECTRICAL. INSTALL NEW 5 HP 3 PHASE VARIABLE SPEED PUMP, NEW PENTAIR CS400 CHEMICAL AUTOMATION SYSTEM, INCLUDES NEW SENSORS AND PROBES $98,665.00

THANK YOU!

MIKE MAY
OWNER

Let us help you
Maintain your own...

POOL & SPA
P.O. BOX 7536
VISALIA CA 93290
559.732.5559
FAX -559-749-0724
LICENSE #877307

QUOTE GOOD FOR 30 DAYS
DATE: 2-24-26

QUOTE FOR REPAIRS AT:
CITY OF HANFORD
PLUNGE POOL
HANFORD CA

LABOR TO INSTALL EQUIPMENT PROVIDED BY CITY OF HANFORD, INCLUDES ALL ADDITIONAL SCH 80 PLUMBING AND ELECTRICAL/PROGRAMMING $63,150.00

THANK YOU!

MIKE MAY
OWNER

AGENDA
STAFF REPORT

MEETING DATE: 3/3/2026	**AGENDA SECTION:** PUBLIC HEARING

SUBJECT:
Formation of Community Facilities District No. 2026-3 (Public Maintenance Services)

RECOMMENDATION:

Recommendation:

That City Council, by motion:

1. Adopt Resolution 2026-10-R to establish CFD 2026-3
2. Adopt Resolution 2026-11-R to call for a special election for CFD 2026-3
3. Adopt Resolution 2026-12-R to declare results of a special election for CFD 2026-3
4. Adopt Ordinance 26-02 to levy special taxes for CFD 2026-3

Recommended Motion:

That City Council:

1. Adopt Resolution 2026-10-R to establish CFD 2026-3
2. Adopt Resolution 2026-11-R to call for a special election for CFD 2026-3
3. Adopt Resolution 2026-12-R to declare results of a special election for CFD 2026-3
4. Adopt Ordinance 26-02 to levy special taxes for CFD 2026-3

BACKGROUND:

The project Lunaria Subdivision Development (the “Project”) is a planned residential development within the City of Hanford (the “City”) that includes 457 single-family residential lots, internal roads, a drainage retention basin, and a 5.82-acre park. The areas proposed for inclusion in CFD 2026-3 currently are Phase 1A and Phase 1B of the Project shown in the attached Exhibit A, owned by D.R. Horton, and is generally located east of 10½ Avenue between Hanford-Armona Road and Houston Avenue.

Phase 1A and Phase 1B include the development of 107 single-family residential parcels. The boundary of the CFD includes the area within the assessor’s parcel numbers as depicted on Exhibit A of the attached Resolution No. 2026-10-R, (Resolution of Formation). Phase 2 through Phase 6 will be annexed to the CFD as the phases are developed.

On January 20, 2026, the City Council adopted a Resolution of Intention to form a Mello-Roos

community facilities district, CFD 2026-3 (Public Maintenance Services), to finance the impact by new development on landscaping and lighting maintenance, park maintenance, drainage maintenance and street maintenance.

The City Council set March 3, 2026, as the date of the public hearing to receive public testimony and property owner protests, if any, with regard to the formation of the CFD and the levy of a special tax.

After receiving public testimony, the City Council will consider (1) adopting a Resolution of Formation (Resolution 2026-10-R) forming and establishing CFD 2026-3, (2) adopting a Resolution calling a special tax election (Resolution 2026-11-R), (3) adopting a Resolution declaring the results of a special landowner election (Resolution 2026-12-R), and (4) based on the results of the election, introducing an Ordinance authorizing the levy of a special tax within the boundaries of CFD 2026-3 (Ordinance 26-02), all attached hereto.

The City has received consent and waiver forms from the property owners within the proposed CFD waiving the time limits for conducting the election and waiving the analysis and arguments regarding the ballot measure. The City's consultant, Willdan Financial Services, has determined that fewer than twelve registered voters reside within the CFD boundaries; therefore, only a property owner election is required. The property owners have received a special election ballot for the CFD, which allows them one vote per acre and/or portion thereof. The City Clerk has canvassed the ballots that were returned to the City Clerk, which will be opened and read at the City Council meeting.

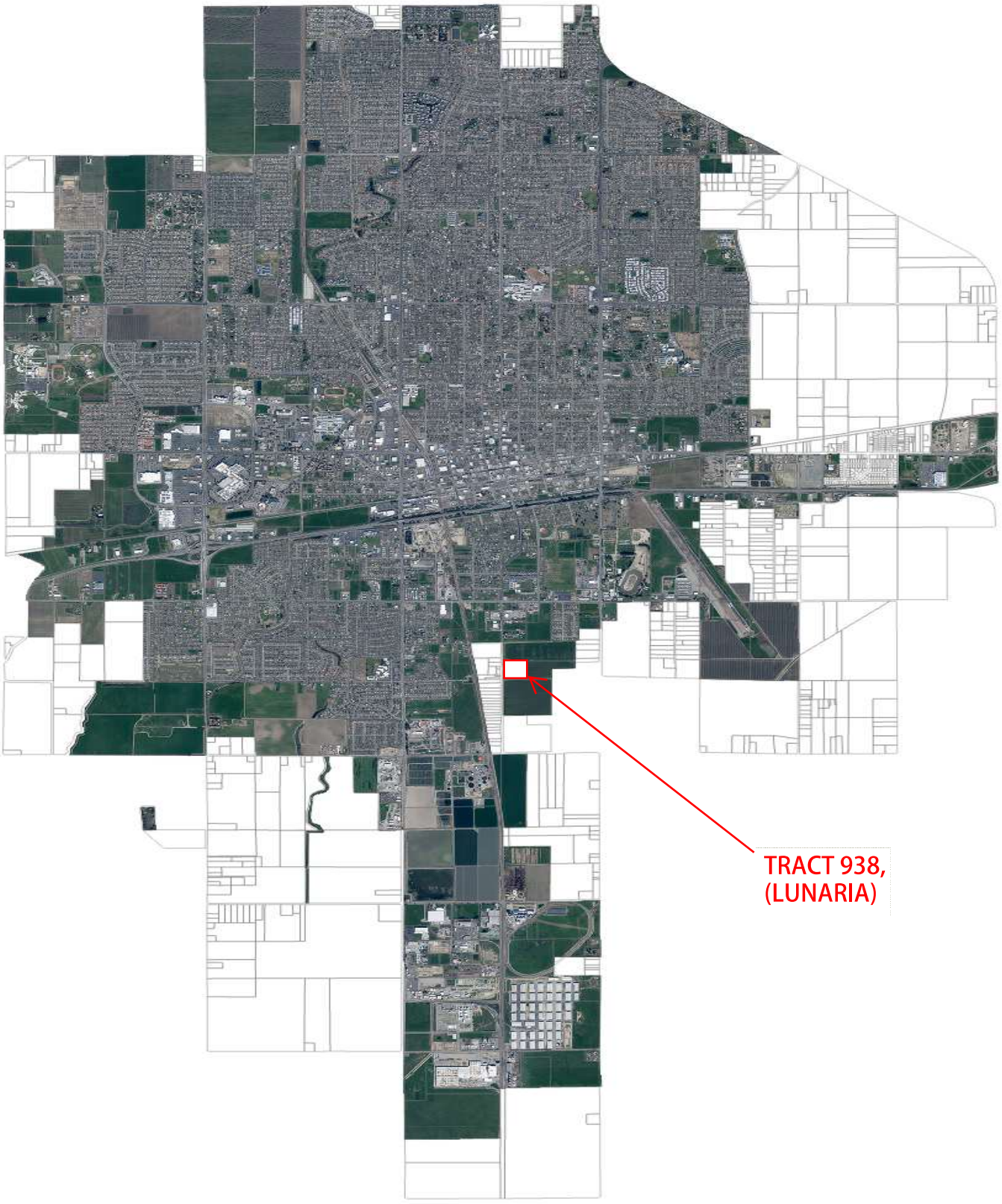
A CFD Report prepared by Willdan Financial Services is included as required by the Mello-Roos Community Facilities Act of 1982. This report provides a brief description of the public maintenance services which will be required to adequately meet the needs of the CFD and estimates of costs of providing those public maintenance services. In addition, the report includes a map showing the boundaries of the proposed CFD.

FISCAL IMPACT:

The estimated annual revenue received by the City for CFD 2026-3 will be $409,472 which is based on the maximum special tax rates for Fiscal Year 2026/27 for an estimated 457 single family residential parcels. The annual revenue amount is expected to increase as development of additional property occurs within CFD 2026-3 due to annexations. The special tax for CFD 2026-3 includes an annual CPI adjustment. The process for the formation is funded by the developer, and no General Fund monies are used for this effort.

ATTACHMENTS:

1. Exhibit A - Track 938 1A and 1B - Aerial Maps
2. Resolution 26-10-R
3. Resolution 26-11-R
4. Resolution 26-12-R
5. Ordinance NO. 26-02

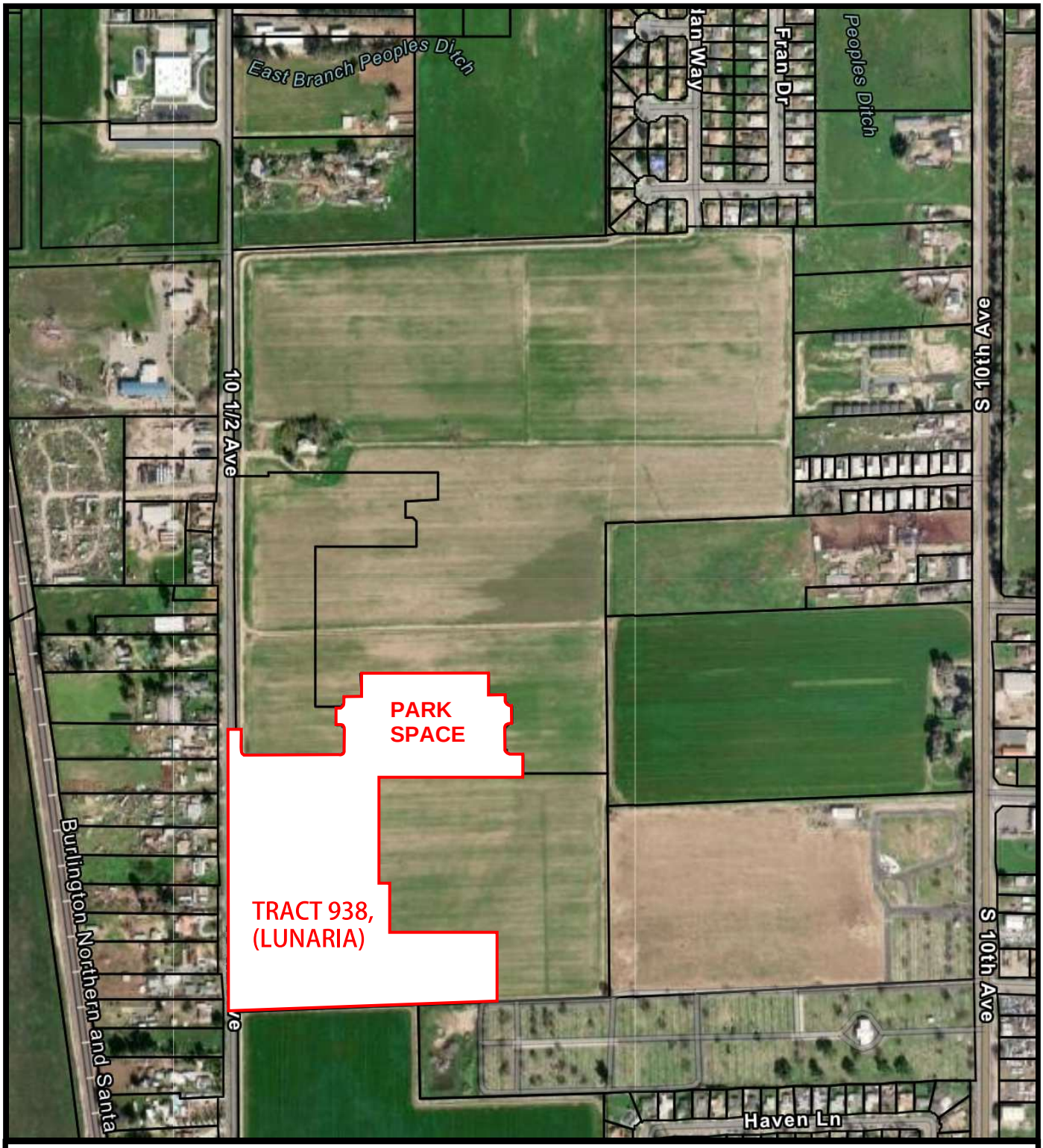


AERIAL MAP

TRACT 938, LUNARIA

(NOT TO SCALE)

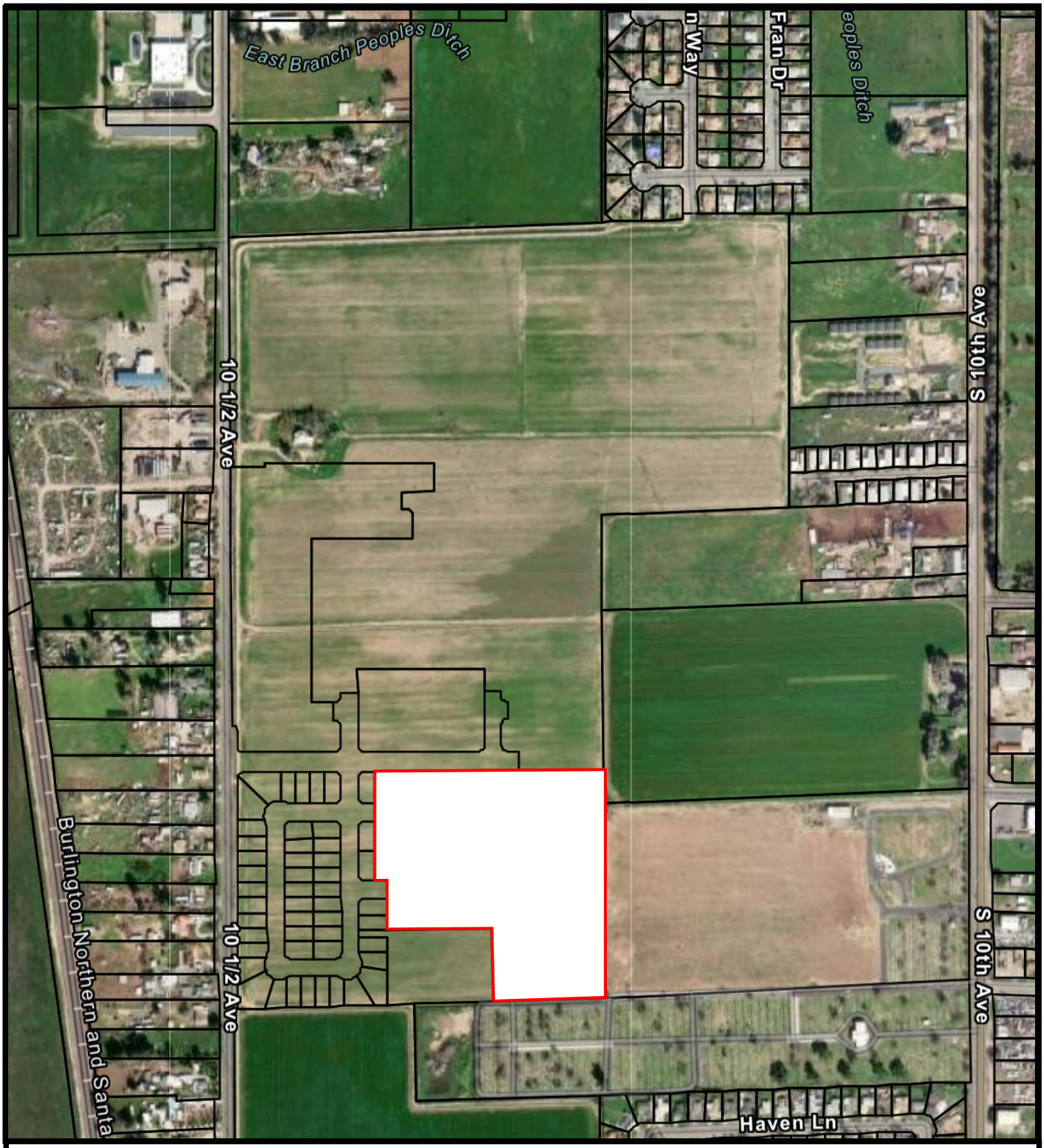
N



AERIAL MAP

TRACT 938-1A, LUNARIA

(NOT TO SCALE)



AERIAL MAP

TRACT 938-1B, LUNARIA

(NOT TO SCALE)

N

COUNTY TRACT NO. 938 - PHASE 1
LUNARIA - PHASE 1A

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 SIX (6) SHEETS & 29.43 ACRES

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

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 LOT B FOR PARK 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 : _____ *DATE:* _____
DAVID HATCH, VICE PRESIDENT

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 _____ }

ON _____ BEFORE ME, _____,

NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

(PRINT NAME) _____

MY COMMISSION NO. _____ *MY COMMISSION EXPIRES* _____

PRINCIPAL OFFICE IN THE COUNTY OF _____

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ADJUSTED PARCEL 1 OF THE LOT LINE ADJUSTMENT NO. 2023-0024, AS EVIDENCED BY THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED _____, 202__ AS DOCUMENT NO._____-_____, O.R.K.C.; 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: _____

JAMES P. ERB, CPA; DIRECTOR OF FINANCE

BY: _____

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 _____ DAY OF _____ 20_____.

PROFESSIONAL LAND SURVEYOR
ANTONIO S. WESTERLUND
No. 9399
STATE OF CALIFORNIA

DRAFT
SUBJECT TO ACTIVE REVIEW

3-17-2025
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 AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT, AND IN ACCORDANCE WITH SECTIONS 66425 THROUGH 66450, INCLUSIVE, OF THE GOVERNMENT CODE.

DATED THIS _____ DAY OF _____ 20_____.

LICENSED LAND SURVEYOR
MICHAEL RAY SUTHERLAND
No. 5815
STATE OF CALIFORNIA

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

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, LOT A FOR STORM DRAIN BASIN PURPOSES, AND LOT B FOR PARK 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

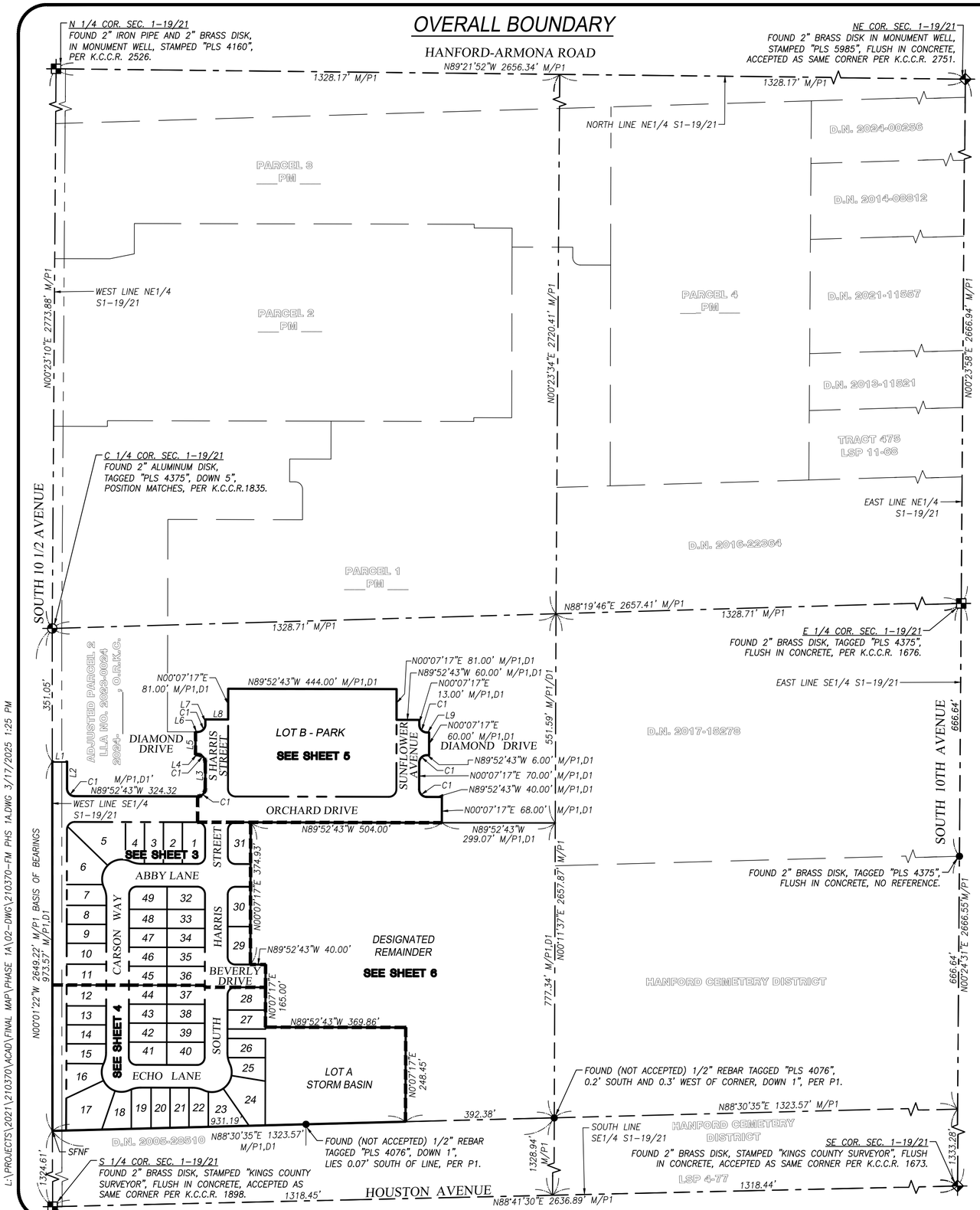
L:\PROJECTS\2021\210370\ACAD\FINAL MAP\PHASE 1A\02-DWG\210370-FM PHS 1A.DWG 3/17/2025 1:25 PM

COUNTY TRACT NO. 938 - PHASE 1
LUNARIA - PHASE 1A

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 SIX (6) SHEETS & 29.43 ACRES

OVERALL BOUNDARY



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 CENTER QUARTER CORNER AS NOTED.
●	FOUND AND ACCEPTED EXISTING MONUMENT 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
S.F.N.F.	SEARCHED FOR, NOT FOUND
K.C.R.	KINGS COUNTY RECORDS
O.R.K.C.	OFFICIAL RECORD KINGS COUNTY
SDE	STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
LE	LANDSCAPE EASEMENT
BWE	BLOCK WALL EASEMENT
(R)	RADIAL BEARING
M/	MEASURED AND RECORD PER NOTED REFERENCE
———	SUBDIVISION BOUNDARY
———	SUBDIVIDED LOT LINES
— — —	SECTION LINES
——— — — ———	EXISTING RIGHT OF WAY
- - - - - - - - - -	PROPOSED PUBLIC UTILITY EASEMENT LINES
- - - - - - - - - -	PROPOSED STORM DRAIN EASEMENT LINE
- - - - - - - - - -	PROPOSED LANDSCAPE EASEMENT LINE
——— — ———	CENTERLINE
▬ ▬ ▬ ▬	SHEET INDEX LINE
▭	INDICATES STREET ADDRESS

LINE TABLE

LINE #	DIRECTION	LENGTH	REFERENCE
L1	N89°52'43"W	39.09'	M/P1,D1
L2	N00°07'17"E	71.00'	M/P1,D1
L3	N00°07'17"E	70.00'	M/P1,D1
L4	N89°52'43"W	6.00'	M/P1,D1
L5	N00°07'17"E	60.00'	M/P1,D1
L6	N89°52'43"E	6.00'	M/P1,D1
L7	N00°07'17"E	13.00'	M/P1,D1
L8	N89°52'43"E	60.00'	M/P1,D1
L9	N89°52'43"E	6.00'	M/P1,D1

CURVE TABLE

CURVE #	RADIUS	LENGTH	TANGENT	DELTA	REFERENCE
C1	20.00'	31.42'	20.00'	90°00'00"	M/P1,D1

N

200' 0' 200'

SCALE: 1"= 200'

REFERENCES

P1	PARCEL MAP NO._____	PM__-__
D1	LOT LINE ADJUSTMENT NO. 2023-0024	D.N. 2501781

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

BASIS OF BEARINGS

THE BEARING OF NORTH 00°01'22" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, T.19S., R.21E., M.D.M. AS SHOWN ON PARCEL MAP _____-____, RECORDED _____, IN BOOK ____ OF PARCEL MAPS, AT PAGE ____, K.C.R. WAS TAKEN AS THE BASIS OF BEARINGS SHOWN HEREON.

SURVEY NOTES

1. *ALL DISTANCES SHOWN HEREON ARE GRID DATA. TO OBTAIN GROUND DATA, DIVIDE GRID DATA BY THE PROJECT SPECIFIC COMBINATION FACTOR OF 0.999949. GEIOD18 WAS USED TO OBTAINED ELEVATION DATA PERTAINING SCALE FACTORS.*
2. *ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET, UNLESS OTHERWISE NOTED.*

L:\PROJECTS\2021\210370\ACAD\FINAL MAP\PHASE 1A\02-DWG\210370-FM PHS 1A.DWG 3/17/2025 1:25 PM

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

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

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 : _____ *DATE:* _____
DAVID HATCH, VICE PRESIDENT

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 _____ }

ON _____ BEFORE ME, _____,

NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

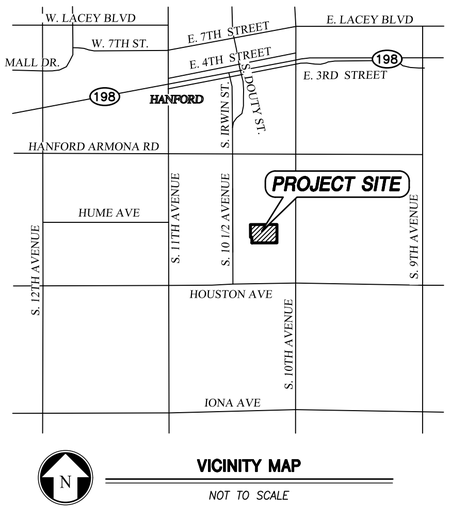
WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

(PRINT NAME) _____

MY COMMISSION NO. _____ *MY COMMISSION EXPIRES* _____

PRINCIPAL OFFICE IN THE COUNTY OF _____



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 _____, 202__, 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: _____

JAMES P. ERB, CPA; DIRECTOR OF FINANCE

BY: _____

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 _____ DAY OF _____ 20_____.

PROFESSIONAL LAND SURVEYOR
ANTONIO S. WESTERLUND
No. 9399
STATE OF CALIFORNIA

_____
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 _____ DAY OF _____ 20_____.

LICENSED LAND SURVEYOR
MICHAEL RAY SUTHERLAND
No. 5815
STATE OF CALIFORNIA

_____
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

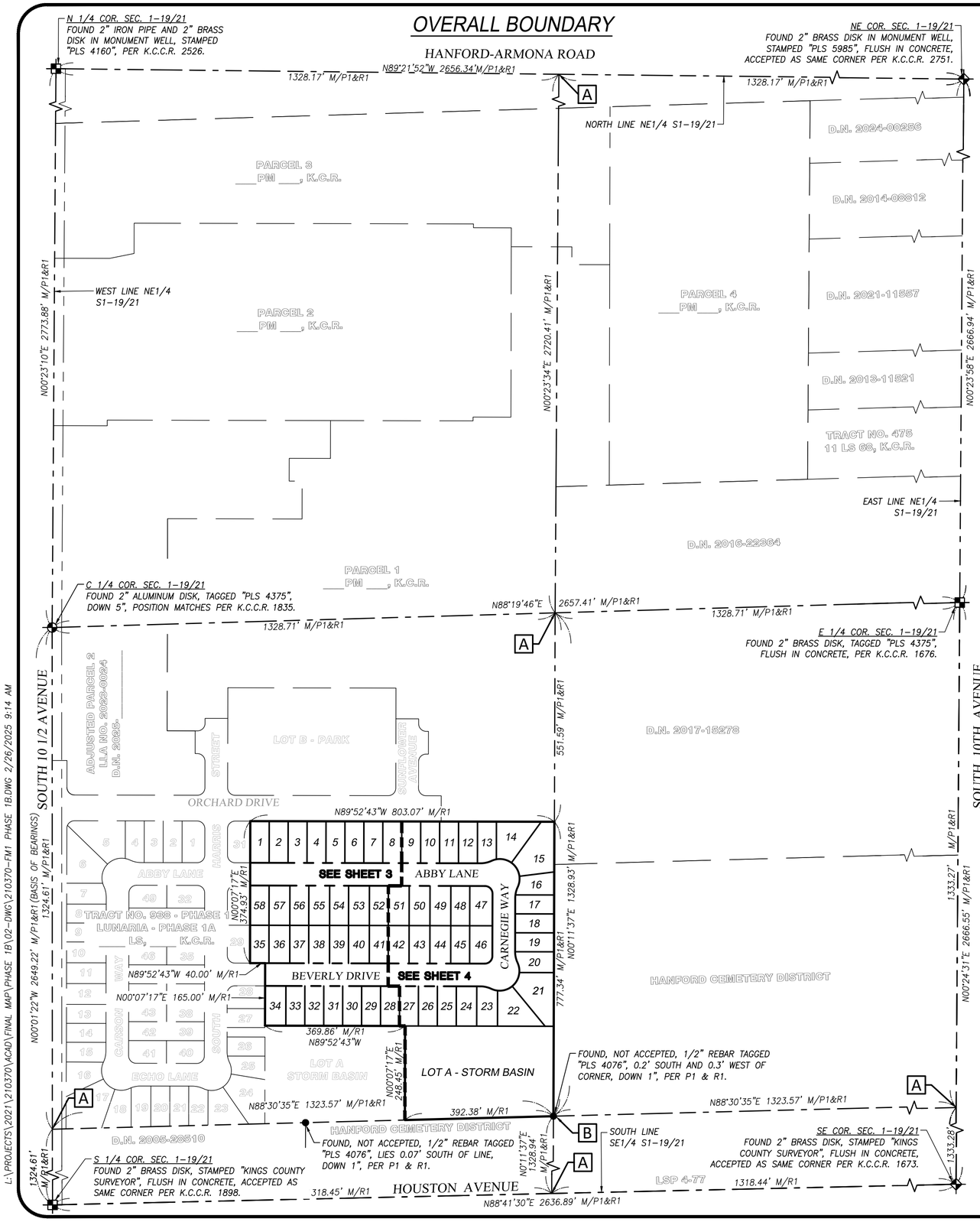
L:\PROJECTS\2021\210370\ACAD\FINAL MAP\PHASE 1B\02-DWG\210370-FM1 PHASE 1B.DWG 2/26/2025 9:14 AM

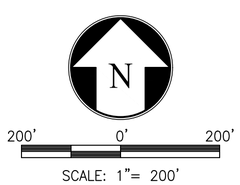
COUNTY TRACT NO. 938 - PHASE 2
LUNARIA - PHASE 1B

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

OVERALL BOUNDARY





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 CENTER QUARTER CORNER AS NOTED.
●	FOUND MONUMENT 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
S.F.N.F.	SEARCHED FOR, NOT FOUND
K.C.R.	KINGS COUNTY RECORDS
O.R.K.C.	OFFICIAL RECORD KINGS COUNTY
PUE	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 RIGHT OF WAY
———	EXISTING ADJACENT LOT LINES
— — — —	PROPOSED PUBLIC UTILITY EASEMENT LINES
— — — —	PROPOSED LANDSCAPE EASEMENT LINE
———	CENTERLINE
- - - -	SHEET INDEX LINE
▭	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.

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

BASIS OF BEARINGS

THE BEARING OF NORTH 00°01'22" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, T.19S., R.21E., M.D.M. AS SHOWN ON PARCEL MAP ____-____, RECORDED _____, IN BOOK ____ OF PARCEL MAPS, AT PAGE ____, K.C.R. WAS TAKEN AS THE BASIS OF BEARINGS SHOWN HEREON.

SURVEY NOTES

1. *ALL DISTANCES SHOWN HEREON ARE GRID DATA. TO OBTAIN GROUND DATA, DIVIDE GRID DATA BY THE PROJECT SPECIFIC COMBINATION FACTOR OF 0.999949. GEIOD18 WAS USED TO OBTAINED ELEVATION DATA PERTAINING SCALE FACTORS.*
2. *ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET, UNLESS OTHERWISE NOTED.*

BOUNDARY NOTES

FOUND AND ACCEPTED MONUMENTS OF RECORD REPRESENTING THE NORTH 1/4 CORNER, NE CORNER, CENTER 1/4 CORNER, EAST 1/4 CORNER, SOUTH 1/4 CORNER AND SE CORNER OF SECTION 1.

A — *16TH CORNERS ESTABLISHED AT MIDPOINT*

B — *POSITION ESTABLISHED AT INTERSECTION*

L:\PROJECTS\2021\210370\ACAD\FINAL MAP\PHASE 1B\02-DWG\210370-FM1 PHASE 1B.DWG 2/26/2025 9:14 AM

RESOLUTION NO. 2026-10-R

RESOLUTION OF FORMATION OF THE CITY COUNCIL OF THE CITY OF HANFORD TO ESTABLISH CITY OF HANFORD COMMUNITY FACILITIES DISTRICT NO. 2026-3 (PUBLIC MAINTENANCE SERVICES), TO ESTABLISH AN APPROPRIATIONS LIMIT THEREFOR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN, AND TO SUBMIT THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND THE LEVY OF SPECIAL TAXES TO THE QUALIFIED ELECTORS THEREOF

WHEREAS, on January 20, 2026, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Hanford Declaring Its Intention to Establish City of Hanford Community Facilities District No. 2026-3 (Public Maintenance Services) and to authorize the levy of a special tax therein to finance certain maintenance services" (the "Resolution of Intention"), stating its intention to form Community Facilities District No. 2026-3 (Public Maintenance Services) (the "CFD"), of the City pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to finance certain services to serve the CFD (the "Services");

WHEREAS, the Resolution of Intention, setting forth a description of the proposed boundaries of the CFD, Services to be financed by the CFD, including incidental expenses, and the rate and method of apportionment (the "Rate and Method") of the special tax (the "Special Tax") to be levied within the CFD to pay for the Services, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein;

WHEREAS, the Resolution of Intention set March 3, 2026, or as soon thereafter as practical, as the date for a public hearing on the establishment of the CFD, the extent of the CFD, the furnishing of the Services within the CFD, and the proposed Rate and Method;

WHEREAS, a notice of the public hearing to be held on March 3, 2026 was published in accordance with the Act;

WHEREAS, on this date, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD;

WHEREAS, at the hearing all interested persons desiring to be heard for or against the establishment of the CFD, the extent of the CFD, the furnishing of the Services and the Rate and Method were heard and a full and fair hearing was held;

WHEREAS, at the hearing evidence was presented to this Council on such matters before it, including a special report (the "CFD Report") as to the Services to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this Council, at the conclusion of said hearing, is fully advised in the premises;

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of specified types of services and the Rate and Method have not been filed with the City Clerk by

fifty percent (50%) or more of the registered voters residing within the territory of the CFD or property owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the proposed special taxes; and

WHEREAS, the Special Tax proposed to be levied in the CFD to pay for the proposed services has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or the owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the special taxes.

WHEREAS, City Staff reviewed the proposed CFD formation and determined that forming the CFD and financing the Services, as described in Section 7 of this Resolution, does not constitute a project for purposes of the California Environmental Quality Act, commencing with Section 21000 of the California Public Resources Code and the California Environmental Quality Act Guidelines, Article 5 of Chapter 3 of Division 6 of Title 14 of the California Code of Regulations, (collectively "CEQA"). CEQA Guidelines Section 15378 specifically state that the term "project" for CEQA purposes does not include "continuing administrative or maintenance activities" or "[t]he creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment." (CEQA Guidelines §§ 15378 (b)(2) and (b)(4).)

WHEREAS, the CFD is intended to fund landscaping and lighting maintenance, park maintenance, drainage maintenance and street maintenance attributable to new growth within the City.

WHEREAS, in addition to the foregoing, because the project is a financing mechanism to fund ongoing administrative and maintenance operations, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore is exempt from CEQA's provisions. (CEQA Guidelines §15061(b)(3).)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hanford as follows:

Section 1. Recitals Correct. The foregoing recitals are true and correct.

Section 2. Public Hearing. On this date, pursuant to notice thereof duly given as provided by law, the City Council held a public hearing with respect to the establishment of the CFD and the annual levying of the Special Tax within the CFD to pay for the Services.

Section 3. No Majority Protest. The proposed Special Tax to be levied within the CFD has not been precluded by majority protest pursuant to section 53324 of the Act.

Section 4. Prior Proceedings Valid. All prior proceedings taken by this City Council in connection with the establishment of the CFD and the levy of the Special Tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.

Section 5. Name of the District. The community facilities district designated "City of Hanford Community Facilities District No. 2026-3 (Public Maintenance Services)" of the City is hereby established pursuant to the Act.

Section 6. Boundaries of the District. The Resolution of Intention provides the boundaries of the territory proposed for inclusion in the CFD, as set forth in the map of the CFD heretofore recorded in the Kings County Recorder's Office on January 26, 2026, in Book 02 at Page 13 as Instrument No. 2601128 of Maps of Assessment and Community Facilities Districts.

Section 7. Description of Services. The Services proposed to be financed by the CFD and pursuant to the Act shall consist of those items shown in Exhibit "A" hereto and by this reference incorporated herein.

Section 8. Special Tax.

a. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a Special Tax sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes or in such other manner as may be prescribed by this Council.

b. The proposed Rate and Method, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, is shown in Exhibit "B" attached hereto and hereby incorporated herein.

Section 9. CFD Report. The CFD Report is hereby approved and is made a part of the record of the public hearing regarding the formation of the CFD, and is ordered to be kept on file with the City Clerk as part of the transcript of these proceedings.

Section 10. Increased Demands. It is hereby found and determined that the Services are necessary to meet increased demands placed upon the City, as the result of development occurring in the CFD.

Section 11. Responsible Official. The Finance Director, or his or her designee, of the City of Hanford, located at City Hall, 315 N Douty Street, Hanford, CA, 93230, telephone number (559) 585-2500, is the officer of the City who will be responsible for preparing annually a current roll of the levy of the Special Tax obligations by assessor's parcel number and who will be responsible for estimating future levies of the Special Tax.

Section 12. Tax Lien. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the CFD ceases.

Section 13. Description of Voting Procedures. The voting procedures to be followed in conducting the special election (the "Special Election") on the proposition of the annual levy of the Special Tax and on the proposition to establish an appropriations limit for the CFD, if the CFD is established, shall be as follows:

a. If at least 12 persons have been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the public or protest hearing (the "protest hearing"), the vote in the Special Election shall be by the registered voters of the CFD with each voter having one vote. In that event, the Special Election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the Act and pursuant to the provisions of the California Elections Code governing elections of cities, insofar as they may be applicable, and pursuant to said Section 53326 the ballots for the Special Election shall be distributed to the qualified electors of the CFD by mail with return postage prepaid or by personal service, and the Special Election shall be conducted as a mail ballot election.

b. If 12 persons have not been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the protest hearing, the vote in the Special Election is to be by the landowners of the CFD, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns within the CFD, the Special Election shall be conducted by the City Clerk pursuant to Section 53326 of the Act as follows:

(i) The Special Election shall be held on the earliest date, following the adoption by the City Council of this Resolution and a resolution calling the Special Election, to submit to the qualified electors of the CFD the propositions with respect to: (i) the levy of Special Tax to finance the Services and (ii) the establishment of an appropriations limit for the CFD.

(ii) Pursuant to said Section 53326, the Special Election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the CFD waive the time limits for conducting the elections set forth in said Section 53326 by unanimous written consent and the Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(iii) Pursuant to said Section 53326, ballots for the Special Election shall be distributed to the qualified electors by the Clerk by mail with return postage prepaid, or by personal service.

(iv) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, the City Clerk shall mail (or deliver) to each qualified elector an official ballot and shall also mail to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of this Resolution and the exhibits hereto; provided, however, that analysis and arguments regarding the ballot measure may be waived with the unanimous consent of all the landowners, and in such event a finding regarding such waivers shall be made in the resolution adopted by the City Council calling the Special Election.

(v) The official ballot to be mailed (or delivered) by the Clerk to each landowner shall have printed or typed thereon the name of the landowner and the number of votes to be voted by the landowner and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner is other than a natural person, that he or she is an officer of or other person affiliated with the landowner entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner, that in voting such official ballot it was his or her intent, as well as the intent of the landowner, to vote all votes to which the landowner is entitled based on its land ownership on the propositions set forth in the official ballot as marked thereon in the voting square opposite each such proposition, and further certifying as to the acreage of the landowner's land ownership within the CFD.

(vi) The return identification envelope delivered by the Clerk to each landowner shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the Clerk.

(vii) The instruction to voter form to be mailed by the Clerk to the landowners shall inform them that the official ballots shall be returned to the Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted no later than 7:00 p.m. on the date of the Special Election, or immediately after the Resolution Calling the Special Election is adopted.

(viii) Upon receipt of the return identification envelopes, which are returned prior to the voting deadline on the date of the Special Election, the Clerk shall canvass the votes cast in the Special Election, and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

Section 14. Annexation Territory. Other property within the boundaries of the City may be annexed into the CFD pursuant to Article 3.5 of the Act.

Section 15. Exempt Property. Except as provided in Section 53340.1 of the Act and except for properties that a local agency is a landowner of within the meaning of subdivision (f) of Section 53317 of the Act, pursuant to Section 53340 of the Act, properties of entities of the state, federal and local governments shall be exempt from the levy of the Special Tax. Reference is hereby made to the Rate and Method for a description of other properties or entities that are expressly exempted from the levy of the Special Tax.

Section 16. Appropriations Limit. An appropriations limit for the CFD is hereby established, subject to voter approval, as an amount equal to all the proceeds of the Special Tax collected annually within such CFD and as defined by Article XIIIB of the California Constitution, as adjusted for changes in the cost of living and changes in population.

Section 17. Special Tax Accountability Measures. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the City Council hereby establishes the following accountability measures pertaining to the levy by the CFD of the Special Tax described in Section 8 above:

a. The Special Tax shall be levied for the specific purposes set forth in Section 7 hereof.

b. The proceeds of the levy of the Special Tax shall be applied only to the specific purposes set forth in Section 7 hereof.

c. The CFD shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.

d. The Finance Director, or his or her designee, acting for and on behalf of the CFD, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 18. CEQA. The City Council hereby finds that the CFD formation involves creation of a funding mechanism for certain ongoing service and maintenance activities that do not have any potential for significantly impacting the environment. Further, the City Council hereby finds that it can be seen with certainty that the proposed financing mechanism and services funded thereby have no possibility of resulting in a significant effect on the environment. Therefore, the City Council, in its independent judgment, finds that the project is exempt from CEQA, and hereby directs City Staff to prepare and file a Notice of Exemption with the County Clerk within five days of adoption of this Resolution pursuant to Section 21152 of the California Public Resources Code and Section 15062 of the CEQA Guidelines.

Section 19. Effective Date. This resolution shall take effect upon its adoption.

PASSED, ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Hanford duly called and held on the ____ day of _____, 2026, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED:

_____

Mark Kairis
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 _____, 2026.

Date: _____ City Clerk _____.

Exhibit A

City of Hanford Community Facilities District No. 2026-3
(Public Maintenance Services)
Description of Services

It is the intention of this City Council to finance certain services described below (the "Services"). The City Council hereby finds that the Services are in addition to those provided in the territory within the CFD prior to the establishment of the CFD and that such Services will not supplant services already available within that territory. A general description of the services to be provided is as follows:

Landscaping and Lighting Maintenance: includes the labor, material, administration, personnel, equipment and utilities (i.e., water and power) necessary to maintain public landscaping and lighting improvements for, within, or associated with the CFD, including trees, turf, ground cover, shrubs, weed removal, irrigation systems, sidewalk, drainage facilities, lighting, signs, monuments, graffiti removal, walkways, and associated appurtenant facilities located within, or associated with, the CFD.

Park Maintenance: includes the estimated and reasonable costs of providing public park maintenance for, within, or associated with the City or the CFD, including but not limited to (i) the costs of contracting for park maintenance services, including trees, plant material, restrooms, irrigation systems, sidewalks, drainage facilities, weed control, lighting, and parking lot maintenance, (ii) the salaries and benefits of City staff, including maintenance staff, that directly provide park maintenance services, (iii) the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) utility costs such as water, sewer, lighting and power and (v) City overhead costs associated with providing such services.

Drainage Maintenance: includes the labor, material, testing, reporting, remediation, permitting, general administration, personnel, equipment and utilities necessary to maintain public drainage improvements for, within, or associated with the CFD, including drain inlets, filters, detention basin, storm drain pipeline, and associated appurtenant facilities located within, or associated with, the CFD.

Street Maintenance: includes the labor, material, administration, personnel, equipment and utilities necessary to maintain public streets, streetlights and associated appurtenant facilities for, within, or associated with the City or the CFD, including City overhead costs associated with providing such services within the CFD.

The cost of the Services shall include incidental expenses, including, but not limited to, the costs associated with forming the CFD, determination of the amount of the Special Taxes, collection of the Special Taxes, payment of the Special Taxes, and costs incurred in order to carry out the authorized purposes of the CFD.

All Services shall be provided by the City of Hanford, with its own forces or by contract with third parties, or any combination thereof, to be determined entirely by the City of Hanford.

Nothing in this description of Services or any Resolution of the City Council shall be construed as committing the City or the CFD to provide all of the authorized Services. The provision of Services shall be subject to the successful formation of the CFD and the availability of sufficient proceeds of special taxes within the CFD.

Exhibit B

City of Hanford Community Facilities District No. 2026-3
(Public Maintenance Services)
Rate and Method of Apportionment

A Special Tax of City of Hanford Community Facilities District No. 2026-3 (Public Maintenance Services) ("CFD") shall be levied on all Assessor's Parcels within the CFD and collected each Fiscal Year commencing in Fiscal Year 2026/27 in an amount determined by the Special Tax Administrator through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended.

"Administrative Expenses" means the following actual or reasonably estimated costs incurred by the City as administrator of the CFD, provided that such costs are directly related to administration of the CFD: costs to determine, levy and collect the Special Taxes, including an allocable share of the salaries and benefits of City employees, the fees of consultants, and legal counsel; the costs of collecting installments of the Special Taxes upon the general tax rolls, including any charges levied by County departments; and the preparation of required reports and any other costs required to administer the CFD in accordance with the Act, as determined by the City.

"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.

"Assessor's Parcel" means a Lot or parcel of land shown on an Assessor's Parcel Map with a parcel number assigned by the Assessor of the County that corresponds to a number shown on the County Assessor's roll.

“Assessor's Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

“Attached Residential” means an Assessor’s Parcel of Developed Property, within the CFD for which a Building Permit has been issued for purposes of constructing a residential structure or structures sharing common walls and/or common spaces, qualified as Attached Residential at the City’s discretion, consisting of two or more Dwelling Units, including, but not limited to duplexes, triplexes, and apartment units, as of June 30th preceding the Fiscal Year in which the Special Tax is being levied.

“Base Year” means Fiscal Year 2026/27.

“Building Permit” means a permit issued for new construction of a residential or non-residential structure following the formation of the CFD. For purposes of this definition, “Building Permit” shall not include permits issued solely for grading, utility improvements, or other such improvements that are constructed and installed and are not intended for human occupancy.

“CFD” means City of Hanford Community Facilities District No. 2026-3 (Public Maintenance Services).

“City” means the City of Hanford.

“City Clerk” means the City Clerk for the City or his or her designee.

"Commercial Property" means, in any Fiscal Year, all Developed Property for which a Building Permit was issued on or prior to June 30th preceding the Fiscal Year in which the Special Tax is being levied for a commercial establishment which includes, but is not limited to, retail stores, clothing stores, book stores, drug stores, professional services (i.e., barber shops, dry cleaners), non-warehouse public storage facilities, restaurants, supermarkets, hospitals, movie theaters, appliance and electronic stores, home supply stores, auto parts stores, and other businesses providing such products and services. The City shall make the determination as to whether a Parcel is Commercial Property.

“Council” means the City Council of the City, acting as the legislative body of the CFD.

“County” means the County of Kings, California.

“Detached Residential” means an Assessors’ Parcel of Developed Property within the CFD, for which a Building Permit has been issued for purposes of constructing a residential structure consisting of one single-family detached Dwelling Unit, including Mobile Homes, as of June 30th preceding the Fiscal Year in which the Special Tax is being levied.

“Developed Property” means, for Detached Residential or Attached Residential, an Assessor’s Parcel within the CFD for which a Building Permit was issued on or prior to June 30th preceding the Fiscal Year in which the Special Tax is being levied, based on the number of Dwelling Units or Building Square Footage, as applicable, per City or County records for that Assessor’s Parcel.

“Drainage Maintenance Requirement” means for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing the labor, material, testing, reporting, remediation, permitting, general administration, personnel, equipment and utilities necessary to maintain public drainage improvements for, within, or associated with the CFD, including drain inlets, filters, detention basin, storm drain pipeline, and associated appurtenant facilities located within, or associated with, the CFD.

“Dwelling Unit” means each separate residential unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential units, in which a person or persons may live, which comprises an independent facility and is not considered to be for non-residential use only, and as defined in the City of Hanford's Municipal Code.

“Exempt Property” means for each Fiscal Year, an Assessor's Parcel within the CFD not subject to the Special Tax. Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Assessor’s Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement such as railroad parcels, roads and landscape lots, (iv) property reasonably designated by the City or Special Tax Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors that may make development of such property impractical for human occupancy, and (v) Welfare Exemption Property.

“Final Map” means an Assessor’s Parcel Map, a Final Subdivision Map, parcel map, condominium plan, or any other map functionally considered to be an equivalent development map that has been recorded in the Office of the County Recorder.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

"Industrial Property" means, in any Fiscal Year, all Developed Property for which a Building Permit was issued on or prior to June 30th preceding the Fiscal Year in which the Special Tax is being levied for construction of an industrial, manufacturing, or warehousing structure. The City shall make the determination as to whether a Parcel is Industrial Property.

"Institutional Property" means, in any Fiscal Year, all Developed Property for which a Building Permit was issued on or prior to June 30th preceding the Fiscal Year in which the Special Tax is being levied for construction of an institutional property, including but not limited to private schools, educational centers, child daycares, convalescent centers, hospice care centers, and property used for religious purposes. The City shall make the determination as to whether a Parcel is Institutional Property.

“Landscaping and Lighting Maintenance Requirement” means for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing landscaping and lighting maintenance within, or associated with the CFD, including the labor, material, administration, personnel, equipment and utilities (i.e., water and power) necessary to maintain public landscaping and lighting improvements for, within, or associated with the CFD, including trees, turf, ground cover, shrubs, weed removal, irrigation systems, sidewalk, drainage facilities, lighting, signs, monuments, graffiti removal, walkways, and associated appurtenant facilities located within, or associated with, the CFD.

“Land Use Class” means any of the classes listed in Table 1 and defined herein.

“Lot” means an individual legal lot created by an Assessor’s Parcel Map or Final Map.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below, that can be levied by the CFD in any Fiscal Year on any Assessor’s Parcel.

“Mobile Home” means a vehicle designed and equipped for human habitation as defined by the California Health & Safety Code § 18008.

“Park” means a public park, open space, trail, dog park dedicated to and/or managed by the City of Hanford.

“Park Maintenance Requirement” means, for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing park maintenance services within, or associated with the City or the CFD, including but not limited to (i) the costs of contracting for park maintenance services, including trees, plant material, restrooms, irrigation systems, sidewalks, drainage facilities, weed control, lighting, and parking lot maintenance, (ii) the salaries and benefits of City staff, including maintenance staff, that directly provide park maintenance services, (iii) the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) utility costs such as water, sewer, lighting and power and (v) City overhead costs associated with providing such services.

“Property Owner Association Property” means, for each Fiscal Year, any property within the CFD that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder, to a property owner association, including any master or sub-association, which consists of property owned in common by owners of surrounding properties and it is intended for use for community purposes.

“Proportionately” means, for Developed Property, that the ratio of the actual Special Tax levied per Assessor’s Parcel of Developed Property to the Maximum Special Tax per Assessor’s Parcel of Developed Property is equal for all Assessor’s Parcels of Developed Property. “Proportionately” means, for Undeveloped Property, that the ratio of the actual Special Tax levied per Assessor’s Parcel of Undeveloped Property to the Maximum Special Tax per Assessor’s Parcel of Undeveloped Property is equal for all Assessor’s Parcels of Undeveloped Property.

"Public Property" means, in any Fiscal Year: (i) all Parcels within the boundaries of the CFD that are owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; provided, however, that Taxable City Property shall not be categorized as Public Property, and any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; and (ii) all Parcels within the boundaries of the CFD that are encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Reserve Fund” means a fund that shall be created and maintained for the CFD for each Fiscal Year to provide necessary cash flow to cover maintenance and operational cost overruns, and delinquencies in the payment of Special Taxes.

"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

"Special Tax Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"Special Tax Requirement" means the sum of (i) Streetscape and Landscape Maintenance Requirement, (ii) Administrative Expenses of the CFD, and (iii) and any amounts required to establish or replenish a Reserve Fund for that Fiscal Year.

"State" means the State of California.

"Street Maintenance Requirement" means, for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing the labor, material, administration, personnel, equipment and utilities necessary to maintain public streets, streetlights and associated appurtenant facilities for, within, or associated with the CFD, including City overhead costs associated with providing such services within the CFD.

"Streetscape and Landscape Maintenance Requirement" means the sum of the Landscaping and Lighting Maintenance Requirement, the Park Maintenance Requirement, the Street Maintenance Requirement, and the Drainage Maintenance Requirement.

"Taxable Property" means all Assessor's Parcels of Developed Property and Undeveloped Property within the CFD that are not Exempt from the Special Tax pursuant to law or as defined herein.

"Undeveloped Property" means, for each Fiscal Year, an Assessor's Parcel within the CFD for which a Building Permit has not been issued on or prior to June 30th preceding the Fiscal Year in which the Special Tax is being levied and is not classified as Exempt Property.

"Welfare Exemption Property" means, in any Fiscal Year, any Parcels that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, commencing with Fiscal Year 2026/27, using the definitions above, each Assessor's Parcel within the CFD shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, beginning with Fiscal Year 2026/27, Taxable Property shall be further classified as Attached Residential, Detached Residential, Commercial Property, Industrial Property, Institutional Property, Mixed-use Property or Undeveloped Property.

C. MAXIMUM SPECIAL TAX RATE

1. Taxable Property

Table 1
Maximum Special Tax for Taxable Property
Community Facilities District No. 2026-3 (Public Maintenance Services)
Fiscal Year 2026/27

Land Use Class	Description	Maximum Special Tax
1	Detached Residential	$896.00 per Dwelling Unit
2	Attached Residential	$582.40 per Dwelling Unit
3	Commercial Property	$0.810 per square foot of Non-Residential Floor Area
4	Industrial Property	$1.042 per square foot of Non-Residential Floor Area
5	Institutional Property	$0.579 per square foot of Non-Residential Floor Area
6	Mixed-Use Property	Sum of Maximum Special Tax for each applicable Land Use Class
7	Undeveloped Property	$4,655.16 per Lot Acre

For each Fiscal Year following the Base Year, the Maximum Special Tax rates in Table 1 shall be increased by the Annual Escalation Factor. Additional Land Use Classes, and the corresponding Maximum Special Tax of each new Land Use Class, may be added to Table 1 as a result of future annexations or if future annexations involve a new Land Use Class.

2. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section A.

For each Fiscal Year, if the use or ownership of an Assessor's Parcel of Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section A, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Section C.1. and the definitions herein.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing Fiscal Year 2026/27, and for each subsequent Fiscal Year, the Special Tax Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement:

Step 1: The Special Tax shall be Proportionately levied each Fiscal Year on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to meet the Special Tax Requirement. The applicable Maximum Special Tax shall be based on the Developed Property's classification as Detached Residential, Attached Residential, Commercial, Industrial, Institutional or Mixed-Use.

Step 2: If after applying the method of apportionment in Step 1, if additional funds are needed to satisfy the Special Tax Requirement, the Special Tax shall be Proportionately levied each Fiscal Year on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to meet the remainder of the Special Tax Requirement needed.

E. APPEALS

Any landowner who pays the Special Tax and believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the Special Tax Administrator regarding such error. If following such consultation, the Special Tax Administrator determines that an error has occurred, the Special Tax Administrator may amend the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action, if any, the landowner believes such error still exists, such person may file a written notice with the City Clerk of the City appealing the amount of the Special Tax levied on such Assessor's Parcel. Upon the receipt of any such written notice, the City Clerk shall forward a copy of such notice to the City Finance Director, who shall either (1) refer the matter to the City's existing hearing board for administrative appeals; or (2) establish as part of the proceedings and administration of the CFD, a special three-member Review/Appeal Committee. The Review/Appeal Committee may establish such procedures, as it deems necessary to undertake the review of any such appeal. The hearing board or Review/Appeal Committee shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any landowner appeals, as herein specified. The decision of the hearing board or Review/Appeal Committee shall be final and binding to all persons.

F. MANNER OF COLLECTION

Special Taxes levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided however that (i) the CFD may directly bill the Special Tax, and (ii) the CFD may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City Council.

G. TERM OF SPECIAL TAX

Taxable Property in the CFD shall remain subject to the Special Tax in perpetuity or until the City Council takes appropriate actions to terminate the Special Tax pursuant to the Act.

RESOLUTION NO. 2026 -11-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD CALLING A SPECIAL ELECTION AND SUBMITTING TO THE QUALIFIED ELECTORS OF CITY OF HANFORD COMMUNITY FACILITIES DISTRICT NO. 2026-3 (PUBLIC MAINTENANCE SERVICES) PROPOSITIONS REGARDING THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND THE ANNUAL LEVY OF A SPECIAL TAX WITHIN THE COMMUNITY FACILITIES DISTRICT

WHEREAS, on March 3, 2026, the City Council (the "City Council") of the City of Hanford (the "City") held a public hearing (the "Public Hearing") on the establishment of Community Facilities District No. 2026-3 (Public Maintenance Services) (the "District").

WHEREAS, following the Public Hearing, the City Council adopted a resolution entitled "Resolution of Formation of the City Council of the City of Hanford to Establish City of Hanford Community Facilities District No. 2026-3 (Public Maintenance Services), to Establish an Appropriations Limit therefore, to Authorize the Levy of a Special Tax therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors Thereof" (the "Resolution of Formation") ordering the formation of the District, and subject to approval of the qualified electors of the District, authorizing the levy of a special tax (the "Special Tax") on property within the District and establishing an appropriations limit for the District, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code (the "Act"); and

WHEREAS, pursuant to the Resolution of Formation, the propositions relating to the levy of the Special Tax and the establishment of an appropriations limit will be submitted to the qualified electors of the District as required by the Act; and

WHEREAS, the City Clerk has advised the City Council that she has received a statement from the Registrar of Voters of the County of Kings that less than twelve (12) persons are registered to vote in the territory of the District; and

WHEREAS, the City Clerk has advised the City Council that she has received Consent and Waiver forms from each and every landowner within the District, pursuant to which each landowner has expressly waived certain requirements related to the conduct of the election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hanford as follows**:**

Section 1. Recitals. The above recitals are all true and correct.

Section 2. Call of Election. The City Council hereby calls and schedules a special election for March 3, 2026, to consider the proposition described in Section 3 below.

Section 3. Proposition.

a. Pursuant to Sections 53325.7, 53326 and 53353.5 of the Act, the proposition relating to the levy of the Special Tax and the proposition relating to the establishment of the appropriations limit shall be combined into one ballot proposition and shall be submitted to the qualified electors of the District as required by the Act.

b. If the combined proposition for the levy of the Special Tax and the establishment of the appropriations limit receives the approval of more than two-thirds of the votes cast on the proposition, the Special Tax may be levied and the appropriations limit may be established as provided for in the Resolution of Formation.

c. The amount, method of collection and purpose of the Special Tax are specified in the Resolution of Formation, on file in the office of the City Clerk and by this reference incorporated herein.

d. The proposition to be submitted to the voters of the District at such special election shall be as follows:

Shall special taxes with a rate and method of apportionment as set forth in Exhibit "B" to the resolution entitled "Resolution of Formation of the City Council of the City of Hanford to Establish City of Hanford Community Facilities District No. 2026-3 (Public Maintenance Services), to Establish an Appropriations Limit therefor, to Authorize the Levy of a Special Tax Therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors Thereof" (the "Resolution of Formation") be levied annually on taxable property within City of Hanford Community Facilities District No. 2026-3 (Public Maintenance Services), to pay for landscaping and lighting maintenance, park maintenance, drainage maintenance and street maintenance, and incidental expenses related thereto, and shall the appropriations limit be established, all as set forth in the Resolution of Formation?

Section 4. Electors Determined. The City Council finds that 12 persons have not been registered to vote within the territory of the District for each of the 90 days preceding the close of the Public Hearing and that pursuant to Section 53326 of the Act, the vote in the special election called by this Resolution shall be by the landowners of the District whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within the District which would be subject to the proposed special taxes if they were levied at the time of the election.

Section 5. Conduct of Election. Except as otherwise provided in Section 6 hereof, the special election shall be conducted by the City Clerk in accordance with the 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 may be applicable.

Section 6. Election Procedures.

a. The procedures to be followed in conducting the special election on the proposition described in Section 3 shall be as provided in the Resolution of Formation. It is hereby acknowledged that the City Clerk has on file a copy of the Resolution of Formation.

b. The City Council hereby finds that the qualified electors of the CFD have waived the time limits for conducting the special election by unanimous written consent.

Section 7. Concurrence of City Clerk. The City Council hereby finds and determines that the City Clerk has concurred in the shortened time for the election, pursuant to Section 53326 of the Act.

PASSED, ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Hanford duly called and held on the ____ day of _____, 2026, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED:

_____
Mark Kairis
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 _____, 2026.

Date: _____ City Clerk

RESOLUTION NO. 2026-12-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD DECLARING THE RESULTS OF A SPECIAL ELECTION IN CITY OF HANFORD COMMUNITY FACILITIES DISTRICT NO. 2026-3 (PUBLIC MAINTENANCE SERVICES) AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

WHEREAS, in proceedings heretofore conducted by the City Council of the City of Hanford (the "City Council") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311, of the California Government Code (the "Act"), the City Council adopted Resolution No. 2026-11-R on March 3, 2026, entitled "Resolution of the City Council of the City of Hanford Calling a Special Election and Submitting to the Qualified Electors of City of Hanford Community Facilities District No. 2026-3 (Public Maintenance Services) Propositions Regarding the Establishment of an Appropriations Limit and the Annual Levy of a Special Tax within the Community Facilities District" (the "Resolution Calling Election"), calling for a special election (the "Special Election") of the qualified electors within Community Facilities District No. 2026-3 (Public Maintenance Services) (the "District"); and

WHEREAS, pursuant to the terms of the Resolution Calling Election, which are by this reference incorporated herein, the Special Election was held on March 3, 2026, and the City Clerk has on file a Certificate of the City Clerk as to the Results of the Canvass of the Election Returns (the "Certificate"), a copy of which is attached hereto as Exhibit A and by this reference incorporated herein; and

WHEREAS, this City Council has reviewed said Certificate and hereby approves it.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hanford as follows**:**

Section 1. Recitals. The above recitals are all true and correct.

Section 2. Ballot Measure. The ballot measure (the "Ballot Measure") presented to the qualified electors is set forth in the Certificate in Exhibit A attached hereto and by this reference incorporated herein.

Section 3. Election Results. The results of the Special Election are as set forth in the Certificate on file with the City Clerk and attached hereto as Exhibit A. Pursuant to the Certificate, the Ballot Measure presented at the Special Election was approved by the qualified electors of the District.

Section 4. Ballot Measure Authorized. This City Council, acting in its capacity as legislative body of the District, is hereby authorized to levy on the land within the District the special tax described in the Ballot Measure for the purposes described therein and to take the necessary steps to levy the special tax authorized by the Ballot Measure. The appropriations limit as specified in the Ballot Measure is hereby established.

Section 5. Finding of Validity. It is hereby found that all prior proceedings and actions taken by this City Council with respect to the District were valid and in conformity with the Act.

Section 6. Notice of Special Tax Lien. The City Clerk is hereby directed to record in the office of the County Recorder of the County of Kings within fifteen days of the date hereof a notice of special tax lien with respect to the District in substantially the form required by California Streets and Highways Code Section 3114.5.

PASSED, ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Hanford duly called and held on the ____ day of _____, 2026, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

_____
Mark Kairis
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_____, 2026.

Date: _____ City Clerk _____.

EXHIBIT A

CITY OF HANFORD
COMMUNITY FACILITIES DISTRICT NO. 2026-3
(PUBLIC MAINTENANCE SERVICES)

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. 2026-3 (Public Maintenance Services) (the "District"), that the election was held in the Chambers of the City Council at 400 North Douty Street, Hanford, California 93230 on March 3, 2026.

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 special taxes with a rate and method of apportionment as set forth in Exhibit "B" to the resolution entitled "Resolution of Formation of the City Council of the City of Hanford to Establish City of Hanford Community Facilities District No. 2026-3 (Public Maintenance Services), to Establish an Appropriations Limit therefor, to Authorize the Levy of a Special Tax Therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors Thereof" (the "Resolution of Formation") be levied annually on taxable property within City of Hanford Community Facilities District No. 2026-3 (Public Maintenance Services), to pay for landscaping and lighting maintenance, park maintenance, drainage maintenance, street maintenance, and incidental expenses related thereto, and shall the appropriations limit be established, all as set forth in the Resolution of Formation?				

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this __ day of _____, 2026.

By: _____
Natalie Corral
City Clerk
City of Hanford

ORDINANCE NO. 26-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HANFORD, CALIFORNIA, LEVYING SPECIAL TAXES WITHIN THE CITY OF HANFORD COMMUNITY FACILITIES DISTRICT NO. 2026-3 (PUBLIC MAINTENANCE SERVICES)

WHEREAS, on January 20, 2026, the City Council of the City of Hanford (the "City Council") adopted Resolution No. 2026-03-R entitled "A Resolution of the City Council of the City of Hanford Declaring Its Intention to Establish City of Hanford Community Facilities District No. 2026-3 (Public Maintenance Services) and to Authorize the Levy of a Special Tax Therein to Finance Certain Services" (the "Resolution of Intention"), stating its intention to establish the City of Hanford Community Facilities District No. 2026-3 (Public Maintenance Services) (the "District") to fund certain services described therein (the "Services") pursuant to the Mello-Roos Community Facilities Act of 1982, California Government Code section 53311 *et seq.* (the "Act"); and

WHEREAS, notice was published as required by the Act of the public hearing called pursuant to the Resolution of Intention as to the City Council's intention to form the District and to provide for the costs of the Services; and

WHEREAS, the Resolution of Intention called for a public hearing on the District to be held on March 3, 2026, and on this date the City Council held a public hearing, as required by the Act, relative to its decision to proceed with the formation of the District and the levy of special taxes therein; and

WHEREAS, at the public hearing all persons desiring to be heard on all matters pertaining to the formation of the District and the levy of the special taxes were heard, evidence was presented and considered by this City Council and a full and fair hearing was held; and

WHEREAS, subsequent to the close of the public hearing, this City Council adopted resolutions entitled "Resolution of Formation of the City Council of the City of Hanford to establish City of Hanford Community Facilities District No. 2026-3 (Public Maintenance Services), to establish an Appropriations Limit therefor, to authorize the Levy of A Special Tax therein, and to Submit the establishment of an Appropriations Limit and the Levy of Special Taxes to the Qualified Electors thereof" (the "Resolution of Formation"), and "Resolution of the City Council of the City of Hanford calling a Special Election and submitting to the Qualified Electors of City of Hanford Community Facilities District No. 2026-3 (Public Maintenance Services) propositions regarding the establishment of an appropriations Limit and the annual Levy of a Special Tax Within the Community Facilities District", which resolutions established the District, authorized the levy of a special tax within the District, and called an election within the District on the proposition of levying a special tax within, and establishing an appropriations limit for, the District; and

WHEREAS, an election was held within the District in which the landowners approved said propositions by ballots cast in the election.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hanford as follows**:**

Section 1. By the passage of this Ordinance, this City Council hereby authorizes and levies special taxes within the District, pursuant to the Act, at the rate and in accordance with the rate and method of apportionment of special taxes appended as **Exhibit B** to the Resolution of Formation (the "Rate and Method of Apportionment"), which Resolution of Formation is by this reference incorporated herein. The Special Tax is hereby levied to pay for the Services for the District, as contemplated by the Resolution of Formation and the Rate and Method of Apportionment, commencing in fiscal year 2026/27 and in each fiscal year thereafter.

Section 2. The Finance Director of the City or her designee is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for each parcel of real property within the District, in the manner and as provided in the Rate and Method of Apportionment.

Section 3. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall special taxes be levied on any parcel within the District in excess of the maximum tax specified in the Rate and Method of Apportionment.

Section 4. All of the collections of the special tax shall be used as provided for in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of providing the Services, the payment of City costs in administering the District and the costs of collecting and administering the special tax.

Section 5. The special taxes shall be collected from time to time as necessary to meet the financial obligations of the District. The special taxes will be collected in the same manner as ordinary ad valorem property taxes, and the special taxes shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes. In addition, the provisions of California Government Code section 53356.1 shall apply to delinquent special tax payments. The Finance Director or her designee is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Kings and to take all actions necessary to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at the times necessary to satisfy the financial obligations of the District in each fiscal year.

Notwithstanding the foregoing, any special taxes that cannot be collected on the County tax roll, or are not so collected, may be collected through direct billing by the City.

Section 6. If for any reason a court with jurisdiction finds any portion of this ordinance to be invalid or finds the special tax to be inapplicable to any particular parcel, then the

balance of this ordinance and the application of the special tax to the remaining parcels shall not be affected.

Section 7. This ordinance shall take effect and be in force immediately as a tax measure; and before the expiration of fifteen (15) days after its passage the same shall be published, with the names of the members voting for and against the same, at least once in a newspaper of general circulation published and circulated in the District.

Passed and adopted by the City Council of the City of Hanford at a regular meeting being held on March 3, 2026 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED

_____
Mark Kairis
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 _____, 2026.

_____.
Natalie Corral
City Clerk
City of Hanford

AGENDA
STAFF REPORT

MEETING DATE: 3/3/2026	**AGENDA SECTION:** GENERAL BUSINESS

SUBJECT:
Presentation by Nielsen Merksamer Parrinello Gross & Leoni LLP on past year in review and 2026 outlook for state legislative efforts

---

RECOMMENDATION:

Recommendation: Receive a presentation by Nielsen Merksamer Parrinello Gross & Leoni LLP on past year in review and 2026 outlook for state legislative efforts
Recommended Motion: No motion is required. This is an informational item.

BACKGROUND:

Nielsen Merksamer is one of the preeminent political law, government law, and lobbying firms in the country, serving a national clientele that includes leading businesses, non-profits, trade associations, individuals, unions and public agencies. The firm has represented the City since November 2022.

The firm represents the City of Hanford in:

- Government law, advocacy, lobbying and strategic advice regarding the legislative and administrative process.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:
None

AGENDA
STAFF REPORT

MEETING DATE: 3/3/2026	**AGENDA SECTION:** GENERAL BUSINESS

SUBJECT:
Approval of the Real Estate Purchase and Sale Agreement with Escrow Instructions and Authorization for the Mayor and City Manager to Execute Necessary Documents for the Purchase of Kings County Assessor's Parcel Numbers 012-046-006, 012-046-007, 012-045-004, 012-045-005, and 012-045-010 from Miya Farms, Inc.

RECOMMENDATION:

Recommendation: Approval of the Real Estate Purchase and Sale Agreement with Escrow Instructions and Authorization for the Mayor and City Manager to Execute Necessary Documents for the Purchase of Kings County APNs 012-046-006, 012-046-007, 012-045-004, 012-045-005, and 012-045-010 from Miya Farms, Inc.

Recommended Motion: I move to approve the Real Estate Purchase and Sale Agreement with Escrow Instructions and Authorization for the Mayor and City Manager to Execute Necessary Documents for the Purchase of Kings County APNs 012-046-006, 012-046-007, 012-045-004, 012-045-005, and 012-045-010 from Miya Farms, Inc.

BACKGROUND:

History and Current Status
Miya Farms, Inc. currently owns those certain aforementioned parcels located at the southeast corner of S Harris Street and E 7th Street, comprised of approximately 56,228 square feet. The parcels are currently occupied by Weisser Automative Repair and Grizz's Power House Gym. The City desires to purchase the five parcels from Miya Farms, Inc. to construct a new public safety building.

Agreement Details
The purchase price has been set at one million one hundred thousand dollars ($1,100,000.00). Key provisions in the agreement with Miya Farms, Inc. include:

1. Deposit: Within five (5) business days of the execution of the Purchase and Sale Agreement, the City is to make a three percent (3%) purchase price deposit in the amount of thirty-three thousand dollars ($33,000.00) with the escrow holder. The remainder of the purchase price is to be deposited at least one (1) business day before the close of escrow.

2. Due Diligence Period. Commencing on the date of execution of the Purchase and Sale Agreement, the City has forty-five (45) days to undertake an inspection of the parcels, conduct a Phase I environmental assessment, and conduct a review and investigation of the effect of any

zoning, maps, permits, reports, engineering data, regulations, ordinances and law affecting the parcels. If such Phase I environmental assessment demonstrates environmental concerns that require further review through a Phase II environmental assessment, the Due Diligence Period shall be extended for an additional period of ninety (90) days to allow Purchaser to complete a Phase II environmental assessment. At any time prior to the initial forty-five (45) day Due Diligence Period, the City may terminate the Purchase and Sale Agreement, whereupon the City's Deposit will be promptly returned to the City. The City's Deposit becomes nonrefundable subject to Seller's performance of the Purchase and Sale Agreement upon conclusion of the initial forty-five (45) Due Diligence period.

3. Title Insurance. At the close of escrow, the escrow holder shall issue its CLTA Owner's Policy of Title Insurance and the City's requested endorsements showing title to the parcels vested in the City.

4. Prorations. The escrow holder is to prorate all real and personal property taxes and all other charges or assessments related to the parcels using the latest tax bills using a 365-day year. Utility or insurance costs and premiums are to be prorated outside of escrow by the City and Miya Farms, Inc.

5. Transaction Costs: The City and Miya Farms, Inc. shall be responsible for their own legal and miscellaneous expenses. Transfer and recordation taxes, along with the CLTA Owner's Policy of Title Insurance is to be paid for by Miya Farms, Inc. All escrow costs are to be split evenly between the City and Miya Farms, Inc.

FISCAL IMPACT:

The purchase price of the five parcels totals one million one hundred thousand dollars ($1,100,000.00), with additional escrow costs, real and personal property taxes, and other charges and assessments in an amount not yet determined.

ATTACHMENTS:

1. Purchase and Sale Agreement

REAL ESTATE PURCHASE AND SALE AGREEMENT
WITH ESCROW INSTRUCTIONS

This REAL ESTATE PURCHASE AND SALE AGREEMENT WITH ESCROW INSTRUCTIONS ("**Agreement**") is made and entered as of _____ ____, 2026 ("**Effective Date**"), by and between the CITY OF HANFORD, a municipal corporation, as "**Purchaser**", and MIYA FARMS, INC., a California corporation, as "**Seller**." Purchaser and Seller are sometimes hereinafter referred to separately as a "**Party**" or collectively as "**Parties**."

RECITALS

This Agreement is made with reference to the following facts:

a. Seller is the owner of those certain parcels of real property located at the southeast corner of S Harris Street and E 7th Street, comprised of approximately 56,228 square feet, located in the City of Hanford, County of Kings, State of California, consisting of Kings County Assessor's Parcel Numbers 012-046-006, 012-046-007, 012-045-004, 012-045-005, and 012-045-010, and are more particularly described as attached hereto on **Exhibit A** (collectively, the "**Properties**").
b. Seller desires to sell the Properties to Purchaser and Purchaser desires to purchase the Properties from Seller, according to the terms and subject to the conditions of this Agreement.
c. This Agreement is made in consideration of the mutual agreements, conditions, covenants, promises, representations, undertakings, and warranties contained herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Purchase and Sale**. Subject to all of the terms, conditions and provisions of this Agreement and for the consideration set forth herein, Seller agrees to sell to Purchaser and Purchaser agrees to buy at the closing of the transaction contemplated by this Agreement ("**Closing**"), as defined in this Agreement, the Properties. The sale and purchase of the Properties shall be consummated by means of an escrow ("**Escrow**") opened at the offices of CHICAGO TITLE INSURANCE COMPANY ("**Escrow Holder**") located at 1460 W 7th Street #102, Hanford, California. This Agreement shall constitute the instructions for the Escrow upon acceptance by Escrow Holder. The Parties shall also execute such additional escrow instructions as may be required by Escrow Holder, but the same shall be consistent with this Agreement and not modify the terms hereof unless specifically approved by the Parties, such approval to be given or withheld in their sole discretion.

2. **Purchase Price**. The purchase price for the Properties shall be One Million One Hundred Thousand and 00/100 Dollars ($1,100,000.00) ("**Purchase Price**"), subject to customary prorations and adjustments.
3. **Payment of Purchase Price**. The Purchase Price shall be paid as follows:
    a. Within five (5) business days after the execution of this Agreement by both Parties, Purchaser shall deposit Thirty-Three Thousand and 00/100 Dollars ($33,000.00) ("**Deposit**") with Escrow Holder. At the expiration of the initial forty-five (45) day Due Diligence Period (as defined below), the Deposit will become nonrefundable subject to Seller's performance of the terms and conditions of this Agreement. The entire Deposit shall accrue to the benefit of Purchaser and be applied against the Purchase Price at the Closing. If Purchaser exercises its right to cancel and terminate this Agreement, as provided herein, the Deposit shall be promptly paid to Purchaser by Escrow Holder and this Agreement will be of no further force and effect.
    b. At least one (1) business day before the Closing, Purchaser shall deposit the balance of the Purchase Price with Escrow Holder, in cash, by wire transfer or other immediately available funds.
4. **Liquidated Damages**. IF THE ESCROW FAILS TO CLOSE BY THE SCHEDULED CLOSING DATE AS A RESULT OF PURCHASER'S DEFAULT IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, THE DEPOSIT AND INTEREST ACCRUED THEREON SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST PURCHASER, AT LAW OR IN EQUITY OR OTHERWISE. RETENTION OF SUCH FUNDS BY SELLER AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FOREFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT INSTEAD, IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE. BECAUSE OF THE SPECIAL NATURE OF THE NEGOTIATIONS THAT PRECEDED ACCEPTANCE BY SELLER OF PURCHASER'S OFFER TO ACQUIRE THE PROEPRTIES, THE PARTIES ACKNOWLEDGE THAT THE ACTUAL DAMAGE THAT WOULD RESULT TO SELLER AS A RESULT OF SUCH FAILURE WOULD BE EXTREMELY DIFFICULT TO ESTABLISH. IN ADDITION, PURCHASER DESIRES TO LIMIT ITS POTENTIAL LIABILITY TO SELLER IN THE EVENT THAT THIS TRANSACTION SHALL FAIL TO CLOSE. BY SEPARATELY INITIALING BELOW, THE PARTIES HEREBY ACKNOWLEDGE THEIR AGREEMENT CONCERNING LIQUIDATED DAMAGES.

_____ _____

Seller Initials Purchaser Initials

5. **Possession**. Seller shall deliver possession of the Properties to Purchaser at the Closing.
6. **Condition of Title to Properties**. Seller shall convey fee title to the Properties to Purchaser subject only to those encumbrances, contracts, agreements, rights, easements, rights of way, and mineral leases, rights and reservations as set forth in a preliminary report of title to the Properties to be prepared by Escrow Holder ("**Title Report**") promptly after the opening of the Escrow. Upon receipt of the Title Report, and each document shown as an exception or encumbrance in the Title Report, Purchaser shall have fifteen (15) calendar days within which to notify Seller and Escrow Holder in writing of any exceptions to title as shown therein that Purchaser disapproves ("**Objectionable Exceptions**"). If Purchaser notifies Seller and Escrow Holder of one or more Objectionable Exception(s), Seller shall have fifteen (15) calendar days from receipt of such written notice to (i) remove the Objectionable Exception(s), or (ii) refuse to remove the Objectionable Exception(s), in which Purchaser may elect to waive its objection(s) and consummate this transaction, or terminate this Agreement and receive a refund of the Deposit and accrued interest, whereupon neither Party shall have any further obligation to sell or purchase the Properties. Purchaser's failure to provide Seller and Escrow Holder with written notice of the Objectionable Exceptions within said fifteen (15) calendar day period shall constitute Purchaser's approval of the Title Report and all exceptions shown therein (collectively, "**Permitted Exceptions**"). After Purchaser's approval of the Title Report, Seller shall not allow, cause, or permit any additional exceptions to the condition of title to occur without Purchaser's approval, other than ongoing real property taxes and assessments already of record.
7. **Title Insurance**. At the Closing, Escrow Holder shall commit to issue its CLTA Owner's Policy of Title Insurance and Purchaser's requested endorsements (provided, however, Purchaser may elect to obtain ALTA extended coverage if Purchaser so notifies Escrow Holder prior to the Closing and such election does not delay the close of Escrow) showing title to the Properties vested in Purchaser, subject only to the Permitted Exceptions as determined in accordance with Section 6 of this Agreement.
8. **Due Diligence Period**.
    a. During the period commencing on the Effective Date and terminating at 5:00 p.m. forty-five (45) days from the Effective Date (the "**Due Diligence Period**"), Purchaser shall undertake, at Purchaser's expense, including (but not limited to): (i) an inspection of the Properties; (ii) a review of the physical condition of the Properties, including (but not limited to), a Phase I environmental assessment, which includes inspection and examination of soils, environmental factors, hazardous substances, if any, and archeological information relating to the Properties; and (iii) a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations,

ordinances and law affecting the Properties. Seller shall make available to Purchaser, within ten (10) calendar days after the Effective Date, all property information in its possession or control during the Due Diligence Period, including, but not limited to, the leases for the Properties, historical revenue and expense information, all third party reports, service contracts, warranties, notices from any governmental or permit authorities, building plans and/or specifications, maintenance and repair records, surveys, and any other documents that concern the Properties and are in Seller's possession or control.

b. If such Phase I environmental assessment demonstrates environmental concerns that require further review through a Phase II environmental assessment, the Parties agree that the Due Diligence Period shall be extended for an additional period of ninety (90) days, calculated from the Effective Date of this Agreement, to allow Purchaser to complete a Phase II environmental assessment. For the avoidance of doubt, any extension of the Due Diligence Period pursuant to this Section 8(b) shall not extend the date upon which the Deposit becomes non-refundable under Section 8(c).
c. If Purchaser, in its sole and absolute discretion, and for any reason, approves all, or disapproves the results of any aspect of Purchaser's inspection and review, Purchaser shall give, prior to 5:00 p.m. on the last day of the Due Diligence Period, either (i) its notice of approval, or (ii) its notice of disapproval and termination of this Agreement. If Purchaser, prior to 5:00 p.m. on the last day of the initial forty-five (45) day Due Diligence Period, terminates this Agreement, the Deposit shall be promptly returned to Purchaser. If Purchaser does not terminate this Agreement in writing prior to 5:00 p.m. on the last day of the initial forty-five (45) day Due Diligence Period, the Deposit shall become non-refundable, and Escrow Holder is authorized to release the Deposit to Seller upon Seller's written request, regardless of Section 6.
d. If the transaction is disapproved, the Parties hereto shall be relieved of all further obligations or liabilities hereunder except as is otherwise specifically provided in this Section 8.
e. Purchaser shall, prior to Closing, indemnify, defend and hold Seller and Seller's officials, officers, employees, representatives and agents and the Properties harmless from and against any and all loss, cost, damage, expense, claim or liability, including personal injury, loss of life and/or property damage incurred by: (i) Purchaser or Purchaser's officials, officers, employees, representatives and agents as a result of the condition of the Properties; or (ii) by any person or entity as a result of the acts or omissions of Purchaser or its representatives, employees, contractors, or agents in performing any

inspection and/or testing activity on or about the Properties (provided, however, the indemnity of this Section 8(e) shall not apply to any pre-existing environmental condition unless the willful, intentional, or negligent act of Purchaser makes the pre-existing condition worse). Purchaser shall promptly pay all costs, fees, and expenses incurred as a result of or associated with such inspection work done or caused to be done on the Properties as permitted by this Section 8. Purchaser shall keep the Properties free from any and all mechanics or similar liens or charges resulting from such inspection work.

9. **Settlement**. Unless otherwise extended by the Parties in writing, the Closing shall occur as soon as possible or before the fifteenth (15th) calendar day following the expiration of the Due Diligence Period. The date on which Closing Occurs is referred to as the "**Closing Date**." If the Escrow is not in a condition to close by the Closing date, Escrow Holder, except as otherwise provided herein, shall cancel the Escrow upon receipt of written notice from either Party of such cancellation; provided, however, that if Escrow is not in a condition to close by the Closing Date due to the failure of only one Party to perform, and such failure to perform constitutes a default under this Agreement, and the other Party has fully performed all of the obligations required of it in order to close the Escrow, only the performing Party shall be entitled to provide Escrow Holder with written notice of cancellation. In the absence of any written notice of cancellation, Escrow Holder shall proceed to close the Escrow as soon as possible.
10. **Condition of the Properties**. Except for representations made in writing by Seller prior to the Closing Date:
    a. Purchaser expressly acknowledges that Purchaser is buying the Properties in an "AS IS AND WHERE AS" condition, and that it has not relied on any warranties, promises, understandings or representations, express or implied, of Seller or any employee, agent or representative of Seller, or any document relating to the Properties, except as are specifically set forth in this Agreement. Purchaser acknowledges that any and all feasibility or market reports, environmental assessments, engineering studies and other information of any type that Purchaser has received or may receive from Seller or its agents are furnished on the express condition that Purchaser shall make an independent verification of the accuracy of any and all such information, all such information being furnished without any warranty whatsoever.
    b. Purchaser acknowledges and agrees that neither Seller nor any employee, agent or representative of Seller has made any representation or warranty to Purchaser concerning the Properties, including, without limitation, the suitability of the Properties for Purchaser's intended use or its compliance with any statutes, ordinances, rules or regulations. Purchaser shall perform and rely solely upon its own independent investigation concerning the Properties and the Properties' compliance with any applicable law. Purchaser

acknowledges that it is acquiring the Properties subject to all existing laws, ordinances, rules and regulations, and that neither Seller nor any of Seller's representatives, agents or employees have made any warranties, representations or statements regarding any laws, ordinances, rules and regulations of any governmental or quasi-governmental body, entity, district, or agency having authority with respect to the use, condition or occupancy of the Properties.

c. Purchaser shall perform and rely solely upon its own investigation concerning Purchaser's intended use of the Properties, the Properties' fitness therefore, and the permissibility of such intended use under applicable statutes, ordinances, rules and regulations.

d. Except as expressly set forth in this Agreement, from and after the Closing, Purchaser will indemnify, defend, and will hold Seller harmless and hereby waives, releases, remises, acquits and forever discharges Seller, its officers, employees, and agents, and their respective heirs, successors, personal representatives and assigns, of and from any and all suits, causes of action, legal, equitable or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorneys fees and expenses of whatever kind and nature, in law or in equity, known or unknown, arising out of or in any way connected with, directly or indirectly, or based upon or arising out of the condition, status, quality, nature or environmental state of the Properties; provided however, such duty to indemnify, defend, and hold Seller harmless shall not apply with respect to Seller's gross negligence or intentional misconduct. It is the intention of this Agreement that, except for Seller's gross negligence and intentional misconduct and except as otherwise expressly set forth herein, any and all responsibilities and obligations of Seller to Purchaser, and any and all rights or claims of Purchaser, its successors and assigns and affiliated entities, with respect to, or as against Seller arising by virtue of, the physical or environmental condition of the Properties are by this release provision declared to be, from and after the Closing, null and void and of no present or future effect as to such parties. With respect to the matters released by Purchaser pursuant to this Section 10, Purchaser waives the benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

11. **Covenants, Warranties and Representations of Seller**. Seller hereby makes the following covenants, representations and warranties:
    a. Except as otherwise disclosed herein, Seller's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Seller.
    b. Seller is not a "foreign person" as defined in Section 1445(1) of the Internal Revenue Code of 1986, as amended. At the Closing, Seller shall provide Purchaser Affidavits of Non-Foreign Status made under penalty of perjury, if required by Escrow Holder.
    c. Except as otherwise disclosed herein, there are no liens on title or actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or to the best of Seller's knowledge, threatened against Seller, or the Properties, and relating to or arising out of the ownership, management, or operation of the Properties, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other government instrumentality.
    d. The Properties are not subject to any third party leases or other use rights, with the exception of those rights, if any, which may be reflected in the Title Report.
    e. Seller will not market the Properties for a period of sixty (60) days from the Effective Date, nor shall Seller or any of its employees, representatives, agents, or affiliates, directly or indirectly, offer the Properties (or any portion thereof), accept any other offers for the purchase and sale of the Properties (or any portion thereof), or solicit any bids or indications of interest, or initiate or otherwise participate in any negotiations or discussions with any person or entity other than Purchaser with respect to the Properties. This exclusivity paragraph shall be legally binding upon Seller, and Seller hereby agrees not to circumvent, avoid, bypass, or obviate, directly or indirectly, the intent of this exclusivity paragraph through any transaction, transfer, pledge, agreement, recapitalization, loan, lease, assignment, or otherwise.
    f. To Seller's current actual knowledge, the Properties currently are in compliance in all respects with the rules, regulations, ordinances and laws of all governmental authorities having jurisdiction over the Properties.
    g. Seller shall notify Purchaser immediately if Seller becomes aware of any new information or material change concerning the Properties that affect the representations and warranties of Seller under this Agreement.
12. **Covenants, Warranties, and Representations of Purchaser**. Purchaser hereby makes the following covenants, representations and warranties:
    a. Purchaser has the authority to enter into this Agreement, purchase the Properties, and to otherwise perform as set forth herein. The person

executing this Agreement on behalf of Purchaser has the full legal authority and is duly authorized to sign this Agreement on behalf of Purchaser and to bind Purchaser to all of the terms and conditions of this Agreement.

b. Purchaser's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation, or undertaking of Purchaser.

c. There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of Purchaser's knowledge, threatened against Purchaser, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality seeking to challenge Purchaser's ability to purchase the Properties.

13. **Survival of Warranties**. The satisfaction, truth, accuracy, and completeness of each of the representations, warranties and covenants of Purchaser and Seller contained in this Agreement, as of the date hereof and as of the Closing, shall constitute a condition precedent to the obligations of Seller and Purchaser, respectively, hereunder. All representations, warranties, covenants, obligations, responsibilities and agreements set forth herein shall survive the Closing, and Seller and Purchaser each agree to indemnify, defend and hold the other harmless from any claim, demand, liability, loss or cost (including without limitation, reasonable attorneys' fees and costs) which the other may sustain arising out of any breach of and provision of this Section 13.
14. **1033 Exchange**. Purchaser is aware and acknowledges that Seller may perform an exchange pursuant to Section 1033 of the Internal Revenue Code. Purchaser and Seller shall cooperate with each other to facilitate any exchange contemplated in this proposed transaction, so long as said cooperation does not result in any additional costs or liability to the other Party.
15. **Brokerage Commissions**. Each of Purchaser and Seller hereby warrants and represents to the other that it has not engaged or dealt with any broker, salesman, finder or similar intermediary in connection with the transaction of the Properties other than Jaime Martinez with Hoekstra & Associates, Inc. on behalf of Seller, whose fee of 2% of purchase price shall be paid for by Seller pursuant to a separate written agreement, and each Party shall hold harmless, indemnify and defend the other Party from and against any claim based on any alleged fact inconsistent with such party's warranty and representation contained in this paragraph. This Brokerage paragraph shall be legally binding upon Seller and Purchaser.
16. **Conditions Precedent to Seller's Obligations to Perform**. Seller's obligation to perform as set forth herein is expressly conditioned on satisfaction of each and every one of the following conditions precedent:

a. Purchaser shall have timely performed each of the acts to be performed by it hereunder.
b. Each of Purchaser's representations and warranties set forth herein shall be true at the Closing as if affirmatively made at that time.
c. Purchaser shall not have timely exercised any right set forth in this Agreement to cancel the Escrow or terminate this Agreement.

17. **Conditions Precedent to Purchaser's Obligation to Perform**. Purchaser's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:
    a. Seller shall have timely performed each of the acts to be performed by it hereunder.
    b. Each of Seller's representations and warranties set forth herein shall be true at the Closing as if affirmatively made at that time.
    c. Seller shall not have timely exercised any right set forth in this Agreement to cancel the Escrow or terminate this Agreement.
    d. Escrow Holder is committed to issue the Title Policy as set forth above in Section 7.
    e. Seller has satisfied all legal requirements for the sale of the Properties in order to grant clear title to Purchaser, subject to those conditions and Permitted Exceptions approved by Purchaser.
18. **Establishment of Escrow**. Upon execution of this Agreement by the Parties, a duplicate original of this Agreement shall be deposited with Escrow Holder. The general provisions of Escrow Holder's escrow instructions shall not impose any additional obligations or liabilities on the Parties. If any of the general provisions conflict with the provisions of this Agreement, the provisions of this Agreement shall control.
19. **Deposits into Escrow**. The Parties shall make the following deposits into Escrow at or prior to the Closing:
    a. Seller shall deposit an executed and acknowledged original Grant Deed conveying good and marketable title to the Properties, subject to all Permitted Exceptions.
    b. Purchaser shall deposit all funds when and as required hereby (including, without limitation, the Purchase Price, all amounts necessary to pay Purchaser's share of the closing costs), and such other amounts as Purchaser has agreed to pay under this Agreement, or as required by Escrow Holder, and a preliminary change of ownership report for Kings County.
    c. Both Parties shall execute and deliver such additional documents as Escrow Holder reasonably may deem necessary in order to effectuate the transaction set forth in this Agreement and to close the Escrow.

20. **Prorations**. Escrow Holder shall prorate the following items, as of the Closing, using a 365-day year: all real and personal property taxes and all other charges or assessments relating to the Properties using the latest tax bills. Purchaser shall pay any supplemental taxes assessed pursuant to Chapter 3.5 (Section 75) of the California Revenue and Taxation Code resulting from the sale of the Properties to Purchaser. Escrow Holder is not responsible for utility or insurance costs and premiums, all of which shall be prorated outside the Escrow by the Parties.
21. **Title Insurance**. At the Closing, Escrow Holder shall issue, effective as of that date, the Title Policy described in Section 7 of this Agreement.
22. **Costs and Expenses**. Costs and expenses shall be borne by the Parties as follows:
    a. The Title Policy premium shall be paid by Seller, except that any increase in the Title Policy premium associated with Purchaser's acquisition of an ALTA policy, if Purchaser desires such policy, or endorsements requested by Purchaser shall be paid by Purchaser; provided, however, that any endorsements which are requested by Purchaser as an accommodation and at the request of Seller shall be paid by Seller;
    b. Documentary transfer taxes and costs of preparing and recording the Grant Deeds shall be paid by Seller; and
    c. All Escrow Fees shall be shared equally between Purchaser and Seller.

All other costs of closing the Escrow, including, without limitation, filing fees, other recording fees and otherwise, shall be shared by the Parties equally, Each Party shall bear its own legal fees and costs. Purchaser shall deposit additional funds into Escrow in an amount equal to its share of the closing costs as determined by Escrow Holder. Escrow Holder is hereby authorized to withhold Seller's share of the closing costs from funds otherwise distributable to Seller.

23. **Procedure for Closing**. Escrow Holder shall close the Escrow by doing the following:
    a. Pay from funds deposited by Purchaser all claims, demands and liens necessary to place title to the Properties in the condition set forth in Section 6 of this Agreement;
    b. Pay Seller's share of the closing costs from funds otherwise distributable to Seller;
    c. Pay from funds deposited by Purchaser (other than the Purchase Price), Purchaser's share of closing costs;
    d. Prorate real and personal property taxes and all other charges or assessments as set forth in Section 20 of this Agreement;
    e. Record Seller's Grant Deed in the Official Records of Kings County and direct the County Record to affix the transfer tax after recording, return the recorded Grant Deed to Purchaser with a conformed copy to Seller, and file Purchaser's preliminary change of ownership report in Kings County, as

appropriate; and

f. Unless otherwise instructed by Seller, unilaterally deliver the remaining funds held in Escrow, less payments authorized hereunder, to Seller by Escrow Holder's check.

24. **Failure to Close**. If Escrow shall fail to close as a result of Purchaser's breach of any of its obligations hereunder, then, in accordance with the provisions of Section 4 hereinabove, upon demand of Seller, Escrow Holder shall terminate the Escrow, immediately deliver the Deposit, accrued interest on the Deposit, and all documents that Seller previously deposited into Escrow (collectively "**Seller's Documents**") to Seller, deliver Purchaser's preliminary change of ownership report to Purchaser, and charge Purchaser for any cancellation charges. If the Escrow shall fail to close as a result of Seller's breach of any of its obligations hereunder, or upon Purchaser's election to terminate in accordance with the provisions of this Agreement, then upon demand of Purchaser, Escrow Holder shall terminate the Escrow, immediately cause to be delivered the Deposit and accrued interest to Purchaser, deliver Seller's Documents to Seller, deliver Purchaser's preliminary change of ownership report to Purchaser, and charge Seller for any cancellation charges. If the Escrow fails to close through no fault of either Purchaser or Seller, upon the demand of either Party, Escrow Holder shall return Purchaser's preliminary change of ownership report to Purchaser, return Seller's Documents to Seller, return the entire Deposit and accrued interest to Purchaser, and cancel the Escrow, with all cancellation charges to be borne equally by Purchaser and Seller.
25. **Attorneys' Fees.** In the event of any action between Purchaser and Seller seeking enforcement of any of the terms and conditions of this Agreement, or in connection with the Properties, the prevailing Party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including, but not limited to, taxable costs and reasonable attorneys' fees. Purchaser and Seller agree that any such action shall be venued in Kings County, California or in the Federal District Court in Fresno, California.
26. **Indemnification of Escrow Holder.** Escrow Holder shall be indemnified and held harmless by Purchaser and Seller against any and all costs, damages, attorneys' fees, expenses and liabilities which it incurs or sustains in connection with the Escrow, except for such items as may be caused by Escrow Holder's misconduct or negligence.
27. **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or five (5) business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the Party to receive such notice at the last address furnished for such purpose by the Party to whom notice is directed and addressed as follows:

To Seller:	Miya Farms, Inc. Attn: Melynda Miya 2409 N Cabernet Place Hanford, CA 93230
To Purchaser:	Chris Tavarez, City Manager CITY OF HANFORD 319 N. Douty Street Hanford, CA 93230 FAX: (559) 585-2595
To Purchaser's Legal Counsel:	Nicholas M. Matoian GRISWOLD, LaSALLE, COBB, DOWD & GIN, LLP 111 East Seventh Street Hanford, CA 93230 FAX: (559) 582-3106

28. **Sole and Only Agreement**. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto and with respect to the matters set forth herein and contains all of the covenants and agreements between the Parties regarding said matters. Except as otherwise provided herein, each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any Party or anyone acting on behalf of any Party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.
29. **Further Action**. The Parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement.
30. **Waiver**. A waiver of any breach of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.
31. **Choice of Laws**. This Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such law.
32. **Headings**. Headings at the beginning of each numbered section of this Agreement are solely for the convenience of the Parties and are not a part of this Agreement.
33. **Survival**. All of the provisions of this Agreement shall survive the Closing and shall remain binding upon the Parties.
34. **Time**. Time is of the essence, it being understood that each date set forth herein, particularly the Closing, and the obligations of the Parties to be satisfied by such dates have been the subject of specific negotiations by the Parties.
35. **Counterparts**. This Agreement may be signed by the Parties in different counterparts and the signature pages combined to create a document binding on all Parties.

Signatures follow on next page.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first hereinabove written.

"**SELLER**"

MIYA FARMS, INC., a California corporation

Dated: _____, 2026

_____

By: _____

Its: _____

"**PURCHASER**"

CITY OF HANFORD, a municipal corporation

Dated: _____, 2026

_____

By: Chris Tavarez

Its: City Manager

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTIES

APNs 012-046-006 and 012-046-007

LOTS 13, 14, 15 AND 16 IN BLOCK 116 OF THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED APRIL 24, 1882, IN BOOK 1 PAGE 35 OF MAPS, TULARE COUNTY RECORDS.

APNs 012-045-004 and 012-045-005

LOTS 17, 18, 19, 20, 21, 22 AND 23 IN BLOCK 117 OF THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED APRIL 24, 1882, IN BOOK 1 PAGE 35 OF MAPS, TULARE COUNTY RECORDS.

APN 012-045-010

LOTS 24, 25, 26, AND 27 OF BLOCK 117 OF THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED APRIL 24, 1882, IN BOOK 1 PAGE 35 OF MAPS, TULARE COUNTY RECORDS.

Council Future Agenda Items				
Originated Date	**Item**	**Originator**	**Staff Lead**	**Date Estimate**
11/4/2025	Artificial Intelligence Policy Discussion	City Council	Chris Tavarez	TBD
11/18/2025	RFP for City Attorney Services	City Council	Chris Tavarez	Mid 2027