

Local Agency Formation Commission OF KINGS COUNTY

CITY MEMBERS

Sid Palmerin
Justin Mendes
Ray Madrigal, Alternate

COUNTY MEMBERS

Joe Neves
Doug Verboon
Richard Valle, Alternate

PUBLIC MEMBERS

Paul Thompson
Vacant, Alternate

Greg Gatzka, Executive Officer, (559) 852-2682

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Community Development Agency at (559) 852- 2680 by 4:00 p.m. on the Monday prior to this meeting.

Agenda backup information and any public records provided to the Commission after the posting of the agenda for this meeting will be available for public review at the Kings County Community Development Agency, 1400 W. Lacey Blvd., Hanford, CA 93230.

AGENDA

**REGULAR MEETING DATE AND TIME:
Wednesday, March 22, 2017 at 3:00 P.M.**

The Local Agency Formation Commission of Kings County Regular Meetings are held in the Board of Supervisors Chambers in the Administration Building (Bldg. No. 1) of the Kings County Government Center located at 1400 West Lacey Blvd., Hanford, CA.

I. CALL MEETING TO ORDER – Chairman

A. Unscheduled Appearances:

Any person may address the Commission on any subject matter within the jurisdiction or responsibility of the Commission at the beginning of the meeting; or may elect to address the Commission on any agenda item at the time the item is called by the Chair, but before the matter is acted upon by the Commission. Unscheduled comments will be limited to five minutes.

B. Election of Officers – Chairman and Vice Chair

C. Approval of November 30, 2016 Minutes (Voice Vote)

II. OLD BUSINESS

A. LAFCO Case No. 16-01, Hanford Reorganization No. 151

- 1) Executive Officer's Report**
- 2) Public Hearing**
- 3) Consider amending LAFCO Resolution 16-01**

III. NEW BUSINESS

- A. LAFCO Preliminary Budget FY 2017-2018**
 - 1) Executive Officer's Report**
 - 2) Set the first Public Hearing for April 26, 2017**

- B. 2017 CALAFCO Staff Workshop**
 - 1) Authorization to attend**

IV. LEGISLATION

None

V. MISCELLANEOUS

- A. Correspondence – CALAFCO Dues**
- B. Items from the Commission -**
- C. Staff Comments –**

VII. ADJOURNMENT

- A. Next Scheduled Meeting – Regular Meeting Date April 26, 2017 at 3:00 p.m.**

LOCAL AGENCY FORMATION COMMISSION MINUTES

CITY MEMBERS

Lois Wynne – Vice Chair
Harlin Casida
Sid Palmerin - Alternate

COUNTY MEMBERS

Joe Neves – Chair
Doug Verboon
Richard Valle - Alternate

PUBLIC MEMBERS

Paul Thompson
Vacant - Alternate

CALL TO ORDER: A regular meeting of the Local Agency Formation Commission of Kings County was called to order by the Chairman, Joe Neves, at 3:00 p.m., on November 30, 2016 in the Board of Supervisors Chambers of the Kings County Government Center, located at 1400 W. Lacey Blvd., in Hanford, California.

COMMISSIONERS PRESENT:

Joe Neves, Doug Verboon, Paul Thompson, Harlin Casida, Lois Wynne

COMMISSIONERS ABSENT:

STAFF PRESENT:

Greg Gatzka – Executive Officer, Chuck Kinney – Assistant Executive Officer, Erik Kaeding – County Counsel, Terri Yarbrough – Clerk

VISITORS PRESENT:

Darlene Mata, Julie Semas, Paul Van Loon, John Zumwalt, John Doyle, Lou Camara

UNSCHEDULED APPEARANCES: None

APPROVAL OF MINUTES:

A motion was made and seconded (Verboon/Wynne) to approve the minutes of the September 28, 2016 meeting. Motion carried unanimously.

OLD BUSINESS:

LAFCO Case No. 16-01, Hanford Reorganization No. 151

Mr. Kinney provided a brief overview of the project. Mr. Kaeding reported that it was his understanding the two parties had come to a tentative agreement.

Mr. Paul VanLoon, superintendent of Pioneer Elementary School District, stated that the School District and the City had met and worked on an agreement. He stated the only issue was the ending date and that an agreement had not been reached and asked that it be approved with conditions. Mr. Kaeding asked if the school district was in agreement with the letter drafted on November 30, 2016 by the City of Hanford to the Pioneer Union Elementary School District and said that a condition could be placed on the approval of the annexation requiring an agreement similar to this letter. He also clarified that the Pioneer Union Elementary School District agreed that if the water and sewer improvements were not oversized there would be a deadline for reimbursement and the storm drain improvements would not be subject to a time limit due to the oversizing. Mr. Van Loon stated that the terms in the letter are agreeable. Mr. Ty Mizote, Assistant Attorney for the City of Hanford, requested the Commission move forward with the approval. Mr. Doug Verboon stated the date is too soon and that it should go 10 years from now. There were discussions on how the reimbursement would take place. Ms. Darlene Mata, Community Development Director for the City of Hanford, explained how the reimbursement from the city would take place. John Doyle, representing the City of Hanford, explained that the school district built away from the existing

infrastructure and the water and sewer lines were not oversized, but the storm drain was oversized. The dollar amounts were calculated at approximately \$207,000 for the storm drainage and \$65,000 for the water and sewer. Mr. Erik Kaeding stated the Commission had four options available to them, deny the annexation, approve the annexation, require a condition, or continue the discussion. There was discussion regarding time frames and the dollar value of the reimbursement.

A motion was made and seconded (Thompson/Casida) to approve LAFCO Case No. 16-01 with the condition that a reimbursement agreement shall be entered into between the City of Hanford and the Pioneer Union Elementary School District which is substantially consistent with the terms outlined in a letter dated November 30, 2016 from City Manager Darrel Pyle to District Superintendent Paul Van Loon, except that reimbursement for water and sanitary sewer shall be made within ten years of the date of the agreement if the parties agree, based upon the documented opinions of engineers, that no supplemental capacity for water and/or sanitary sewer currently exists. Otherwise no ten year limit shall apply.

Motion carried with Thompson, Cassida and Wynne in favor and Verboon and Neves opposing.

NEW BUSINESS

None

LEGISLATION

None

MISCELLANEOUS

- A. Correspondence** – None
- B. Items from the Commission** – Chairman Neves reported that Harlin Casida and Lois Wynne would be retiring and thanked them for their service.
- C. Staff Comments** – None

ADJOURNMENT – With no further business before the Commission, the meeting was adjourned at 4:00 p.m.

- A. A meeting is scheduled for January 24, 2017 at 3:00 p.m.**

Respectfully submitted,

**LOCAL AGENCY FORMATION COMMISSION
OF KINGS COUNTY**


Gregory R. Gatzka, Executive Officer

Local Agency Formation Commission OF KINGS COUNTY

MAILING ADDRESS:
1400 W. LACEY BLVD. BLDG 6, HANFORD, CA 93230
(559) 582-3211, EXT. 2670, FAX: (559) 584-8989

STAFF REPORT March 22, 2017

EXECUTIVE OFFICER'S REPORT

**LAFCO CASE NO. 16-01
CITY OF HANFORD REQUEST
TO AMEND
LAFCO RESOLUTION No. 16-01**

I. OVERVIEW:

On November 30, 2016, the LAFCO Commission approved with conditions LAFCO Case No. 16-01 (Hanford Reorganization No. 151) by adopting LAFCO Resolution No. 16-01. This project proposes to annex two parcels consisting of 51.58 acres (see Exhibit 1) to the City of Hanford, and detachment of the same from the Kings River Conservation District and Excelsior-Kings River Resource Conservation District. The subject territory is generally located northeast of Stagecoach Drive and 13th Avenue. One of the parcels (APN 009-030-147) was the subject of infrastructure reimbursement between the City of Hanford the Pioneer Union Elementary School District for water, sewer and storm drainage. The LAFCO Commission adopted Resolution No. 16-01 with the following condition:

“3.d A reimbursement agreement shall be entered into between the City of Hanford (City) and Pioneer Union Elementary School District (District) which is substantially consistent with the terms outlined in a letter dated November 30, 2016 (see Exhibit 2) from City Manager Darrel Pyle to District Superintendent Paul van Loon, except that reimbursement for water and sanitary sewer shall be made within ten years of the date of the agreement if the parties agree, based upon the documented opinions of engineers, that no supplemental capacity for water and/or sanitary sewer currently exists. Otherwise no ten year limit shall apply.”

After the project approval, the City of Hanford informed LAFCO staff that the City's ordinance does not currently allow the City to reimburse for infrastructure in this manner and would not likely be able to meet this condition for the annexation to proceed. LAFCO staff held a joint meeting with City and School District staff to discuss possible alternatives to this condition that would allow the annexation to move forward. LAFCO staff encouraged the two parties to reach an agreement that substantially complies with

the terms outlined in the City's letter dated November 30, 2016 and have their elected bodies both adopt the agreement. The City also needed to adopt an amendment to their ordinance to implement the reimbursement provisions for storm drainage.

The City of Hanford has now reached an agreement with the Pioneer Union Elementary School District, and the City has amended their ordinance to address the School District's reimbursement for storm drainage infrastructure improvements. This agreement, however, establishes slightly different terms between the City and School District than what the adopted LAFCO Resolution No. 16-01 condition set forth. Therefore, the City of Hanford is requesting that the LAFCO Commission consider amending LAFCO Resolution No. 16-01, Condition No. 3.d to reflect the adopted agreement between the City and School District.

The agreement is being approved in two stages. The first stage approved on January 4, 2017 (see Exhibit "A" of attached Resolution 17-01) established the agreement between both parties according to the City's existing ordinance. The City then proceeded to amend their ordinance to allow a longer term reimbursement beyond the 10 year period. The City is now scheduled on March 21, 2017 to have the City Council amend the agreement to allow the City to provide storm drainage reimbursement until \$239,533.50 is collected and not subject to a 10 year limit (see Exhibit "B" of attached Resolution 17-01).

II. EXECUTIVE OFFICERS RECOMMENDATION

The Executive Officer recommends that the LAFCO Commission review the agreement between the City of Hanford and Pioneer Union Elementary School District for reimbursement of oversized infrastructure improvements, hold a public hearing and consider amending Condition No. 3.d of LAFCO Resolution No 16-01 by adopting Resolution No. 17-01.

**MAP OF TERRITORY
ANNEXED TO THE
CITY OF HANFORD**

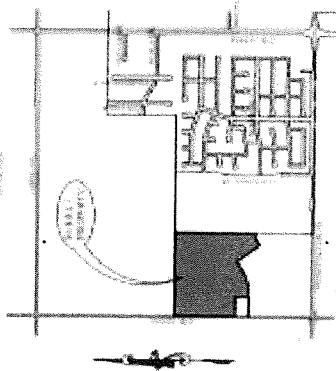
APPLICANTS FOR THE ANNEXED TERRITORY ARE TO BE ADVISED THAT THE CITY OF HANFORD HAS THE RIGHT TO ANNEX ANY TERRITORY WITHIN ITS JURISDICTION AT ANY TIME.

THE CITY OF HANFORD HAS THE RIGHT TO ANNEX ANY TERRITORY WITHIN ITS JURISDICTION AT ANY TIME.

LEGEND

--- CITY LIMITS
--- PROPERTY OF OWNERS TO BE ANNEXED
--- CURB AND GUTTER LINES

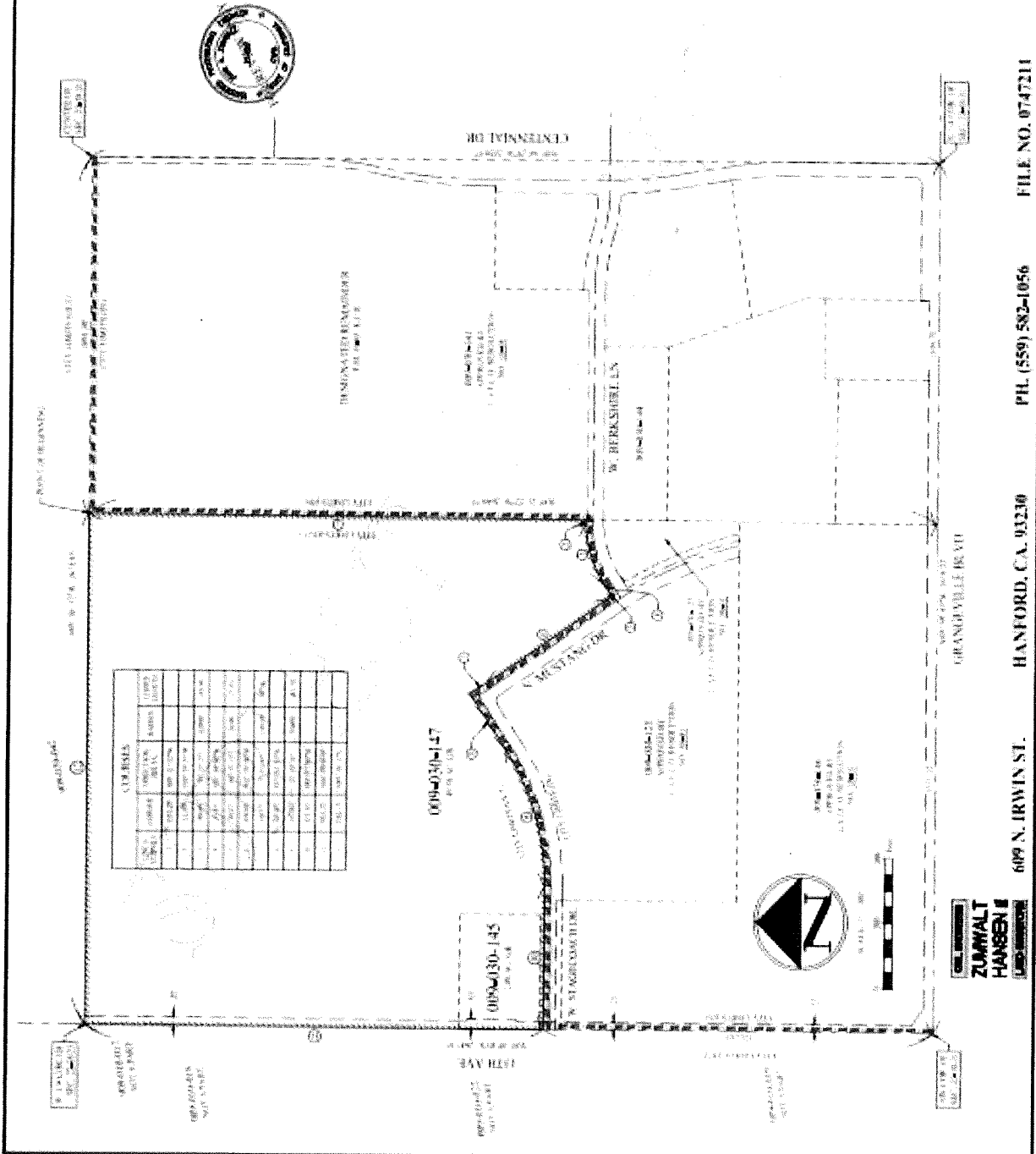
AVENUE MAP



THE CITY OF HANFORD HAS THE RIGHT TO ANNEX ANY TERRITORY WITHIN ITS JURISDICTION AT ANY TIME.

THE CITY OF HANFORD HAS THE RIGHT TO ANNEX ANY TERRITORY WITHIN ITS JURISDICTION AT ANY TIME.

ONE SHEET ONLY



FILE NO. 0747211

PH. (559) 582-1056

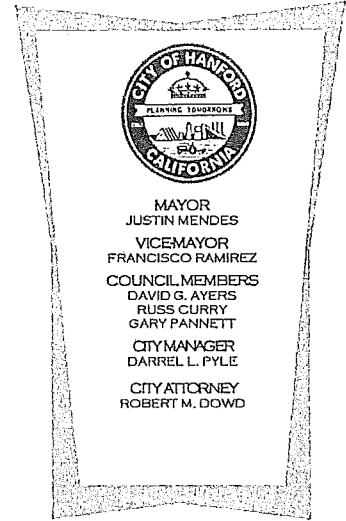
HANFORD, CA. 93230

609 N. IRWIN ST.

**ZUMWALT
HANSEN &
ENGINEERS**

City of **HANFORD**

CALIFORNIA 93230
CITY OFFICES 319 NORTH DOUTY STREET



November 30, 2016

Pioneer Union Elementary School District
1888 Mustang Dr.
Hanford, CA 93230

Attn: Paul Van Loon

Re: Frontier Elementary School Reimbursement Agreements

Dear Mr. Van Loon:

Pursuant to a phone conversation you had with John Doyel, Deputy Public Works Director, this morning, I am writing this letter to memorialize the agreement with the District that the City of Hanford intends to present to the City Council for approval with regards to the reimbursements for water, sewer, and storm drain improvements made with the construction of Frontier Elementary School.

As it pertains to the Water and Sewer improvements to be reimbursed, which are not oversized, we would finalize the draft agreement that would follow our City Municipal Code and current practice of a 10 year agreement from the completion of improvements. This would allow the District to collect reimbursements if anyone develops along those property frontages through July 15, 2018.

As it pertains to the Storm Drain improvements that were oversized to accommodate the future development of adjacent properties, City staff will prepare and present to the City Council an Ordinance change to add a storm drain reimbursement mechanism based upon a defined benefit area. Since this would be considered oversizing pursuant to Government Code §§ 66485-66487, there would be no time limit to seeking reimbursement. Subsequent to the Ordinance taking effect, once approved, City staff would prepare an appropriate reimbursement agreement in compliance with the Ordinance for the oversized Storm Drain improvements installed with Frontier Elementary School.

We would proposed that the modified ordinance follow the below timeframe:

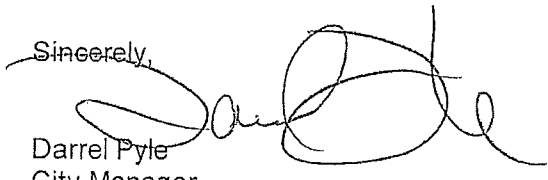
Ordinance first reading/Sewer& Water Reimbursement	December 20, 2016
Second Reading	January 3, 2017
Ordinance takes effect	February 2, 2017
Storm Drain Reimbursement Agreement to Council	February 7, 2017

We understand that, based upon the general reimbursement terms outlined above, Pioneer School District will not object to Reorganization No. 151.

If you have any questions or concerns with this proposal, please feel free to contact me at 559-585-2516.

Sincerely,

Darrel Pyle
City Manager

A handwritten signature in black ink, appearing to read "Darrel Pyle". The signature is written in a cursive style with a large, prominent initial "D".

**BEFORE THE LOCAL AGENCY FORMATION COMMISSION
COUNTY OF KINGS, STATE OF CALIFORNIA**

* * * * *

**IN THE MATTER OF AMENDING THE APPROVAL
OF HANFORD REORGANIZATION NO. 151** _____)

**Resolution No. 17-01
Re: LAFCO Case No. 16-01**

WHEREAS, on April 21, 2016, a complete application was accepted for filing by the City of Hanford with the Executive Officer, to annex certain territory to the City of Hanford and detach the same territory from the Kings River Conservation District and Excelsior-Kings River Resource Conservation District; and

WHEREAS, on July 27, 2016, this Commission held a duly noticed public hearing and considered the proposed reorganization; and

WHEREAS, the Executive Officer's report, with recommendations, was forwarded to officers, persons, and public agencies as prescribed by law and was reviewed at said public meeting; and

WHEREAS, on August 24, 2016, this Commission continued and closed the public hearing and considered the proposed reorganization; and

WHEREAS, the Commission has duly considered the Executive Officer's Report, public testimony, and the proposal; and

WHEREAS, the proposed reorganization is considered within the scope of the 2002 Hanford General Plan and its associated Environmental Impact Report (EIR); and

WHEREAS, on April 5, 2016, the City of Hanford adopted a Mitigated Negative Declaration for the reorganization.

WHEREAS, on November 30, 2016, the Kings LAFCO Commission adopted Resolution No. 16-01 which approved for the reorganization with specified conditions.

NOW, THEREFORE, THE LOCAL AGENCY FORMATION COMMISSION OF KINGS COUNTY RESOLVED AS FOLLOWS:

1. The Commission finds that:

a) Section 3.d of LAFCO Resolution No. 16-01 is hereby deleted in its entirety and restated as follows:

1) Reimbursement of infrastructure installed by the Pioneer Union Elementary School District shall be reimbursed as provided within Exhibit "A" of this resolution.

- b) All terms and conditions of LAFCO Resolution No. 16-01 not otherwise modified by this resolution shall remain in full force and effect.

The foregoing Resolution was adopted upon a motion by Commissioner _____, seconded by Commissioner _____, at a regular meeting held March 22, 2017 by the following vote:

AYES: Commissioners –
NOES: Commissioners –
ABSENT: Commissioner
ABSTAIN: Commissioner

**LOCAL AGENCY FORMATION
COMMISSION OF KINGS COUNTY**

, Chairman

WITNESS, my hand this _____ day of _____, 2017.

Gregory R. Gatzka, Executive Officer

Recording Requested By:

CITY OF HANFORD

When Recorded Return To:

CITY OF HANFORD
ATTN: City Clerk
319 N. Douty Street
Hanford, CA 93230



DOC NBR: 1701084 01/18/2017 02:33:33 PM
OFFICIAL RECORDS OF Kings County
Clerk-Recorder, Kristine Lee
RECORDING FEE: \$0.00
COUNTY TAX: \$0.00
CITY TAX: \$0.00



CITY OF HANFORD

DOC TYPE: 03
12 PGS
R048

APN: 009-030-125

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of the fourth day of January, 2017, by and between the CITY OF HANFORD, a Municipal Corporation ("City"), and Pioneer Union Elementary School District, a California Charter District, ("Owners").

RECITALS

- A. Owners have an interest in the real property located at 1888 N. Mustang Drive, Hanford, California, as depicted on Exhibit A (Location Map) attached hereto, ("Property").
- B. Owners have constructed offsite water, sewer, and storm drain main improvements ("Improvements") within Berkshire Lane, Mustang Drive, and Stagecoach Drive adjacent to the Property, located as shown on construction plans prepared by the firm of Zumwalt- Hansen Inc., approved by the Public Works Department on April 10, 2007, and on file in the office of the City Engineer ("Plans").
- C. The Improvements will benefit property owners adjacent to the Improvements who utilize the Improvements at the time of future development of their property.
- D. The parties to this agreement desire to establish a procedure whereby Owners shall receive reimbursement of a portion of Owners' costs of purchase and installation of the Improvements.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for the good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Reimbursement to Owners. The parties hereto agree that as adjacent properties develop so as to require use of and benefit from the Improvements, a reimbursement amount will be collected based upon the final installed cost of the Improvements, applied to the front footage of each property as follows:

- For water main infrastructure Improvements within Berkshire Lane, Mustang Drive, and Stagecoach Drive, as shown on Plans, reimbursement amount shall be \$14.80 per lineal front foot. The maximum reimbursement amount shall be \$90,716.53 plus interest accrued from the date of this Agreement.
- For sanitary sewer main infrastructure Improvements within Berkshire Lane, Mustang Drive, and Stagecoach Drive, as shown on Plans, reimbursement amount shall be \$21.23 per lineal front foot. The maximum reimbursement amount shall be \$104,188.28 plus interest accrued from the date of this Agreement.
- For storm drain infrastructure Improvements within Mustang Drive and Stagecoach Drive, as shown on Plans, reimbursement amount shall be \$2,498.52 per acre. The maximum reimbursement amount shall be \$239,533.50 plus interest accrued from the date of this Agreement. Adjacent properties subject to this reimbursement are identified on Exhibit "B".

Calculated reimbursement costs shall be collected by the City from such adjacent property owners and held pursuant to the terms and conditions of this agreement. In addition, an interest amount calculated at a rate equal to the Local Agency Investment Fund interest rate in effect on the date of this Agreement (0.67%) shall be assessed on the calculated reimbursement amount from the date of the Agreement until notification of Owners.

2. Method of Reimbursement to Owners. Upon collection of a reimbursement amount from a benefiting adjacent property owner, City shall provide written notice to Owners of said amount. Once City has provided such notice to Owners, City shall be relieved of any further obligation to collect additional interest on reimbursement funds received. Owners may request reimbursement of the amount identified in said notice at any time during the term of this Agreement and for a period of one (1) year from the date or expiration of the term of this agreement. Should no request for reimbursement be made within said period, funds held by the City pursuant to the terms and conditions of this Agreement shall automatically become the property of the City and may be utilized by the City for any purposes with no further obligation of reimbursement to the Owners.

3. Obligation of the City to Collect Reimbursement Amount. The City shall use its best efforts to collect any reimbursement amount from adjacent property owners receiving benefit from the Improvements installed by the Owners; however, should any such adjacent property owner for any reason fail to pay said reimbursement amount, the City shall not be obligated to take any further action including, without limitation, the filing of legal action in order to collect said reimbursement amount from an adjacent property owner. The City, however, will assign any rights it may have to collect such reimbursement amount from an adjacent property owner to the Owners, should the Owners desire to take legal action in order to collect the reimbursement amount from such adjacent property owner.

4. Terms of Agreement. It is agreed that this agreement shall terminate ten (10) years from July 15, 2008 and that if the full amount of the cost of the Improvements has not been repaid to Owners at the end of said ten (10) year period, no further refund payment shall be paid by City to Owners. City shall have no further obligations under the terms and conditions of this Agreement.

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

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

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

8. Amendment. No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

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

10. Binding on Heirs. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

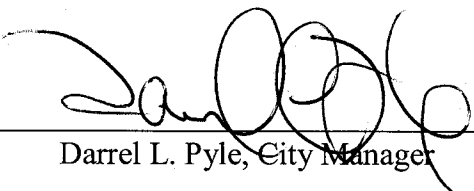
11. Indemnity. Owners hereby agrees to indemnify and hold harmless the City of Hanford, its officials, officers, employees and agents from and against any and all claims in any way related to, or arising from, the terms and conditions of this Agreement, including, without limitation, the reimbursement of funds by the City of Hanford to Owners as set forth herein and shall further indemnify and hold harmless the City of Hanford, its officials, officers, employees and agents from and against all costs, attorney's fees, expenses and liabilities incurred in or about such claim or any action or prosecution brought thereon and in case any action or proceeding be brought against the City of Hanford, its officials, officers, employees and agents by reason of such claims. Owners, upon notice from the City of Hanford, shall defend the City of Hanford, its officials, officers, employees and agents at the expense of Owners and by counsel reasonably satisfactory to the City of Hanford.

12. Time of the Essence. Time is of the essence in this Agreement.

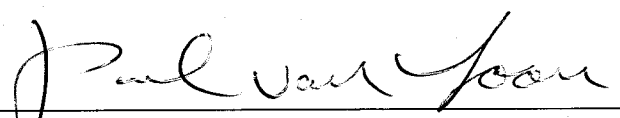
IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY OF HANFORD
A Municipal Corporation

OWNERS:
Pioneer Union Elementary School District


By: 

Darrel L. Pyle, City Manager



Paul van Loon, Authorized Agent

APPROVED AS TO CONTENT:

By: 

Johnathan L. Doyel, P.E., P.L.S.
Deputy Director of Public Works/
City Engineer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Kings)

On January 10, 2017 before me, Jennifer M. Gomez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Darrel L. Pyle
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

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

State of California

County of Kings

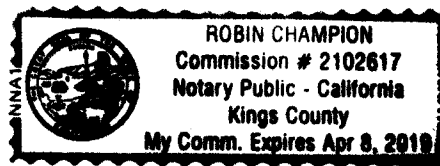
On January 13, 2017 before me, Robin Champion, Notary Public
(insert name and title of the officer)

personally appeared Paul Van Loon
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 Robin Champion (Seal)



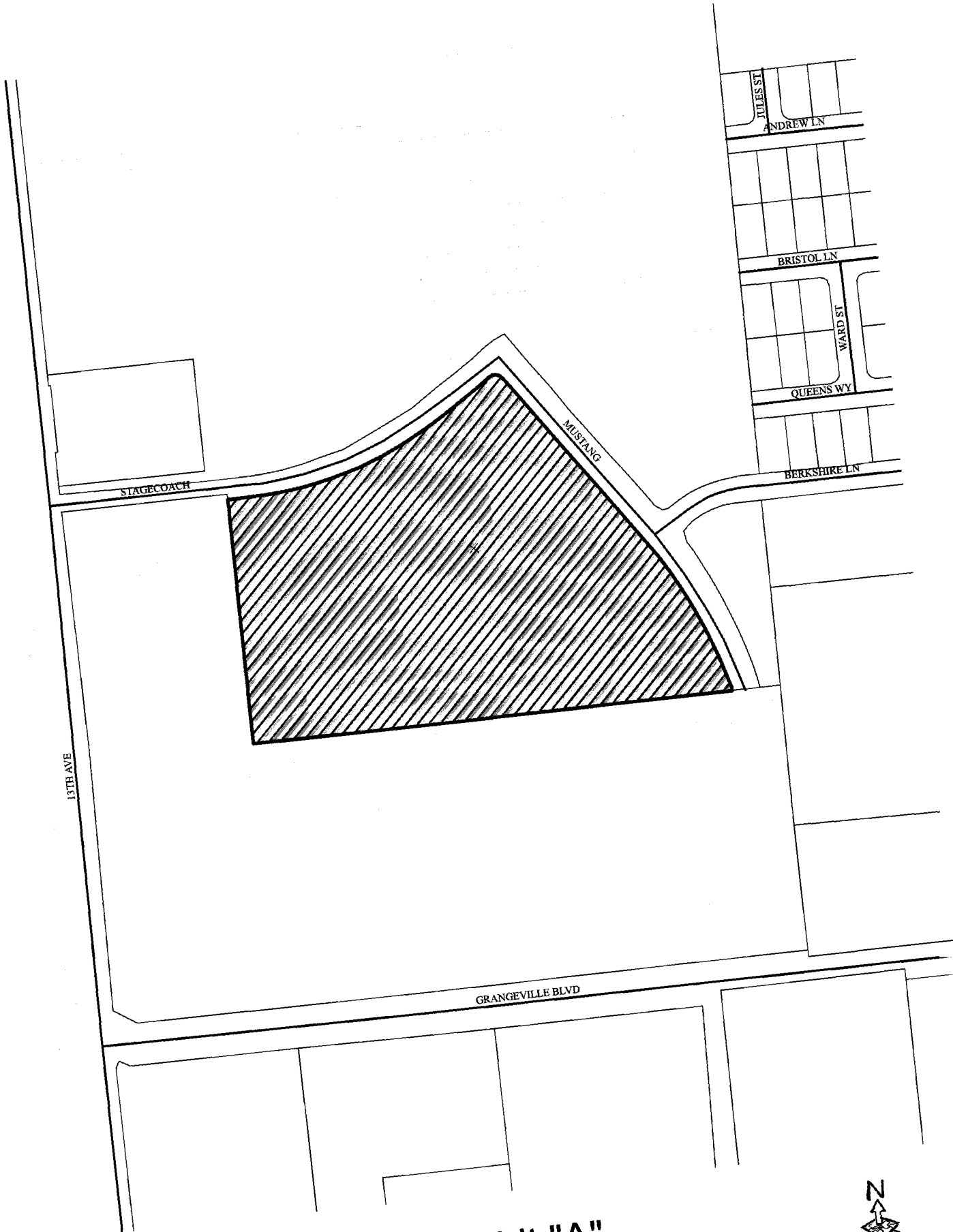


Exhibit "A"
Subject Property



No Scale

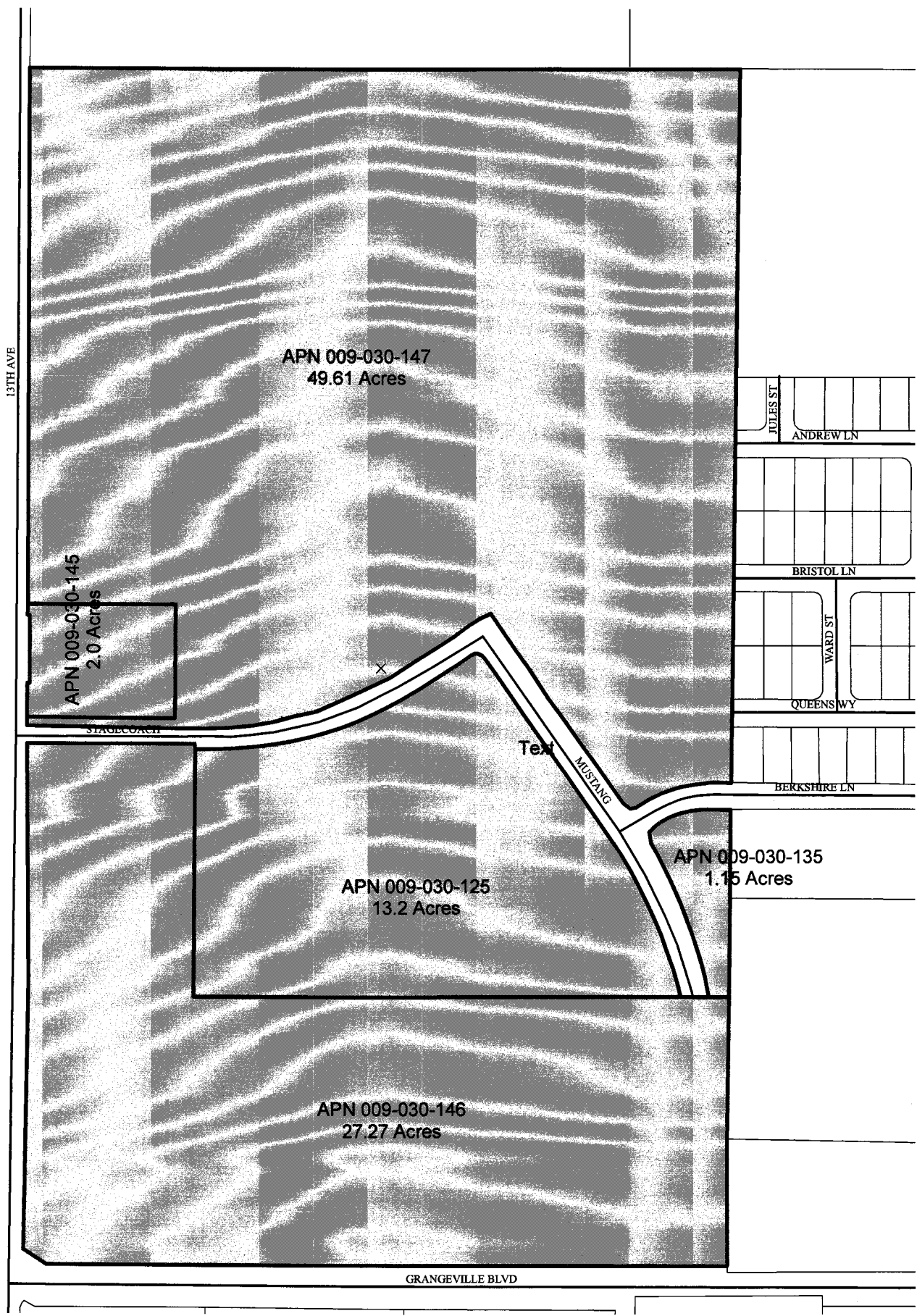


Exhibit "B"
 Subject to S.D. Reimbursement



No Scale

Frontier Elementary School Water Main Reimbursement (Water)

Extension of off-site Water Main for current and future development

Costs* of Water installation to be reimbursed (Facilities along Mustang Dr., Berkshire Ln., and Stagecoach Dr.)

	Quantity	Units	Cost per Unit	% Reimb ***	Total
Off-Site Water Material	1	LS	\$47,328.00	66.67	\$31,553.58
Off-Site Water Labor	1	LS	\$70,992.00	66.67	\$47,330.37
Subtotal					\$78,883.94
15% Allowance**					\$11,832.59
Total Reimbursement					\$90,716.53
Lineal Footage of Main line					3065
Reimbursement per lineal foot (2 sides)					\$14.80

NOTES:

* All Cost Amounts per 6-30-08 Dave Bush Construction Bid

** 15% Allowance (For Engineering & Surveying Costs)

*** 12 inch line installed, City Ordinance allows for 8 inch line

Frontier Elementary School Sanitary Sewer Reimbursement (S.S.)

Extension of off-site Sanitary Sewer structures
for current and future development

Costs* of S.S. Installation to be reimbursed (Facilities along Mustang Dr., Berkshire Ln., and Stagecoach Dr.)

	Quantity	Units	Cost per Unit	% Reimb ***	Total
Off-Site Sanitary Sewer Material	1	LS	\$48,319.00	75	\$36,239.25
Off-Site Sanitary Sewer Labor	1	LS	\$72,479.00	75	\$54,359.25
Subtotal					\$90,598.50
15% Allowance**					\$13,589.78
Total Reimbursement					\$104,188.28
Lineal Footage of Main line					2454
Reimbursement per lineal foot (2 sides)					\$21.23

NOTES:

- * All Cost Amounts per 6-30-08 Dave Bush Construction Bid
- ** 15% Allowance (For Engineering & Surveying Costs)
- *** 8 inch line installed, City Ordinance allows for 6 inch line

Frontier Elementary School Storm Drain Reimbursement (S.D.)

Extension of off-site storm drainage structures
for current and future development

Costs* of S.D. Installation to be reimbursed (Facilities along Mustang Express Dr. and Stagecoach Dr.)

	Quantity	Units	Cost per Unit	Total
Off-Site Storm Drain Material	1	LS	\$81,024.00	\$81,024.00
Off-Site Storm Drain Labor	1	LS	\$121,536.00	\$121,536.00
Off-Site Outfall Material	1	LS	\$2,279.00	\$2,279.00
Off-Site Outfall Labor	1	LS	\$3,415.00	\$3,451.00
			Subtotal	\$208,920.00
			15% Allowance**	\$31,243.50
			Total Reimbursement	\$239,533.50
			Acreage Served	95.87
			Reimbursement per Acre***	\$2,498.52

NOTES:

- * All Cost Amounts per 6-30-08 Dave Bush Construction Bid
- ** 15% Allowance (For Engineering & Surveying Costs)
- *** Amount per acre of property to be paid at time adjacent properties per map utilize storm drain

Recording Requested By:

CITY OF HANFORD

When Recorded Return To:

CITY OF HANFORD

Attn: City Clerk

319 N. Douty

Hanford, CA 93230

APN: 009-030-125

FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT

This First Amendment to Reimbursement Agreement is made on the ____ day of March, 2017 by and between the CITY OF HANFORD, a municipal corporation ("City"), and PIONEER UNION ELEMENTARY SCHOOL DISTRICT, a California charter district ("Owner"). City and Owner entered into that Reimbursement Agreement, dated January 4, 2017, and which was recorded January 18, 2017, as Document No. 1701084, Official Records, Kings County, California ("Agreement"), the terms of which are incorporated herein by reference.

The undersigned parties agree to amend the Agreement as follows:

1. Section 4 of the Agreement is hereby deleted in its entirety and restated as follows:
 - "A. It is agreed that the City's obligation to collect reimbursement amounts from adjacent property owners with respect to water main infrastructure Improvements and sanitary sewer main infrastructure Improvements described in Section 1 of this Agreement shall terminate ten (10) years from July 15, 2008. The City will have no further obligation to collect reimbursement amounts from adjacent property owners for such Improvements following the expiration of the ten (10) year period.
 - "B. It is agreed that the City's obligation to collect reimbursement amounts from adjacent property owners with respect to the storm drain infrastructure Improvement described in Section 1 above shall continue until the City has collected \$239,533.50 from the adjacent properties identified in Exhibit "B" to this Agreement. The City's obligation to collect reimbursement amounts for such Improvements shall not terminate at the end of the ten (10) year period described in Section 4.A. above."
2. All terms and conditions of the Agreement not otherwise modified by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY

OWNER

City of Hanford, a municipal corporation

Pioneer Elementary School District, a California charter district

By: _____
DARREL L. PYLE
City Manager

By: _____
PAUL VAN LOON
Superintendent

APPROVED AS TO CONTENT

By: _____
JOHNATHAN L. DOYEL, P.E., P.L.S
City Engineer

Local Agency Formation Commission OF KINGS COUNTY

Date: March 22, 2017

To: LAFCO Commissioners

From: Greg Gatzka, Executive Officer

Subject: Preliminary LAFCO FY 2017/2018 Budget

Background

LAFCO is required to hold two public hearings prior to adoption of the LAFCO Budget. Historically, the LAFCO Executive Officer has provided a Preliminary LAFCO budget to the Commission in March and requests that the LAFCO Commission set budget hearings for regular meetings in April and May. State law requires that the LAFCO Budget be adopted by the end of May each year.

The Preliminary LAFCO FY Budget for 2017/2018 Budget is provided, but requires a few more modifications as Kings County associated costs are still being factored in. The overall budget, however, will be very close to this preliminary estimate. This budget will represent an increase from last year.

Recommend

The Executive Officer recommends that the LAFCO Commission set the first Public Hearing for the LAFCO FY 2017/2018 Budget on April 26, 2017 and direct staff to send notice to the county and each city.

LOCAL AGENCY FORMATION COMMISSION OF KINGS CO.

UNIT NUMBER:	280000
UNIT TITLE:	LAFCO
FUNCTION:	Pub. Safety
ACTIVITY:	Other Protect.

Fiscal Year 2017-2018

Department: Local Agency Formation Commission of Kings County (LAFCO)

Run date:

ACCOUNT DESCRIPTION	ACCT. NO.	Budget 16-17	To Date 2/27/17	Difference 2/27/17	% of Bud. Expended to Date	2/27/17 Estimated 16-17	DEPT. REQ'T 2017-2018	Change 16-17 to 17-18	% Change 16-17 to 17-18
SALARIES & BENEFITS:									
Regular Employees	82-1010	\$ -	\$ -	\$ -	NA	\$ -	\$ 0	\$ -	N/A
Extra Help	82-1020	\$ -	\$ -	\$ -	NA	\$ -	\$ 0	\$ -	N/A
Overtime	82-1030	\$ -	\$ -	\$ -	NA	\$ -	\$ 0	\$ -	N/A
O.A.S.D.I.	82-1100	\$ -	\$ -	\$ -	NA	\$ -	\$ 0	\$ -	N/A
Retirement	82-1110	\$ -	\$ -	\$ -	NA	\$ -	\$ 0	\$ -	N/A
Health Insurance	82-1120	\$ -	\$ -	\$ -	NA	\$ -	\$ 0	\$ -	N/A
Unemployment Insurance	82-1122	\$ -	\$ -	\$ -	NA	\$ -	\$ 0	\$ -	N/A
Insurance-Work Comp.	82-1123	\$ -	\$ -	\$ -	NA	\$ -	\$ 0	\$ -	N/A
Management Benefits	82-1140	\$ -	\$ -	\$ -	NA	\$ -	\$ 0	\$ 0	N/A
TOTAL LABOR:		\$ -	\$ -	\$ -	N/A	\$ -	\$ 0	\$ 0	N/A

SERVICES & SUPPLIES:									
ACCOUNT DESCRIPTION	ACCT. NO.	Budget 16-17	To Date 2/27/17	Difference 2/27/17	% of Bud. Expended to Date	2/27/17 Estimated 16-17	DEPT. REQ'T 2017-2018	Change 16-17 to 17-18	% Change 16-17 to 17-18
Communications	82-212000	\$ 80	\$ 48	\$ 32	59.55%	\$ 72	\$ 80	\$ -	0.00%
Memberships	82-220000	\$ 2,548	\$ 2,548	\$ -	100.00%	\$ 2,300	\$ 2,726	\$ 178	6.99%
Office Expenses	82-222000	\$ 250	\$ 66	\$ 184	26.46%	\$ 100	\$ 250	\$ -	0.00%
Record Storage Charges	82-222015	\$ 333	\$ 259	\$ 74	77.78%	\$ 316	\$ 333	\$ -	0.00%
Postage & Freight	82-222030	\$ 400	\$ 19	\$ 381	4.74%	\$ 400	\$ 163	\$ (237)	-59.25%
Offset Printing/Stores	82-222040	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Legal Expenses	82-223005	\$ 1,000	\$ 2,841	\$ (1,841)	284.05%	\$ 4,302	\$ 3,500	\$ 2,500	250.00%
Publi. and Legal Notices	82-224000	\$ 360	\$ 121	\$ 239	33.61%	\$ 183	\$ 360	\$ -	0.00%
Rents & Leases - Equipment	82-225000	\$ 1,000	\$ 664	\$ 336	66.40%	\$ 1,006	\$ 1,085	\$ 85	8.50%
Rents & Leases - Computer	82-225015	\$ 239	\$ 239	\$ -	100.00%	\$ 362	\$ -	\$ (239)	-100.00%
Purchasing Charges	82-228200	\$ 61	\$ 38	\$ 23	62.77%	\$ 58	\$ 68	\$ 7	11.48%
Bd. & Comm. Mem. Expenses	82-228205	\$ 2,780	\$ -	\$ 2,780	0.00%	\$ -	\$ 3,064	\$ 284	10.22%
Consultant Expense	82-223060	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
CAP Charges	82-314060	\$ 1,539	\$ 770	\$ 769	50.03%	\$ 1,166	\$ 2,956	\$ 1,417	92.07%
In-Service Training	82-228465	\$ 1,400	\$ 1,190	\$ 210	85.00%	\$ 1,802	\$ 1,700	\$ 300	21.43%
Motor Pool Serv.	82-229000	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	N/A
Travel & Expenses	82-229010	\$ 3,552	\$ 789	\$ 2,763	22.21%	\$ 1,195	\$ 5,000	\$ 1,448	40.77%
Utilities	82-230000	\$ 500	\$ 243	\$ 257	48.61%	\$ 368	\$ 550	\$ 50	10.00%
Administrative Allocation	82-314000	\$ 37,852	\$ 21,997	\$ 15,855	58.11%	\$ 33,315	\$ 39,286	\$ 1,434	3.79%
Information Tech Services	82-314050	\$ 2,720	\$ -	\$ 2,720	0.00%	\$ -	\$ 1,702	\$ (1,018)	
Utility Bond	82-8100010	\$ -	\$ 256	\$ (256)	-	\$ 388	\$ 451	\$ 451	100.00%
TOTAL SERV/SUPP:		\$ 56,614	\$ 32,088	\$ 24,526	56.68%	\$ 47,334	\$ 63,274	\$ 6,660	11.76%

REVENUE:									
ACCOUNT DESCRIPTION	ACCT. NO.	Budget 16-17	To Date 2/27/17	Difference 2/27/17	% of Bud. Expended to Date	2/27/17 Estimated 16-17	DEPT. REQ'T 2017-2018	Change 16-17 to 17-18	% Change 16-17 to 17-18
INTERGOV'T REVENUE									
Cities-LAFCO Shares	81-540012	\$ 27,063	\$ -	\$ (27,063)	0.00%	\$ -	\$ 29,887	\$ 2,824	10.43%
CHARGES FOR SERVICES									
LAFCO Fees	816352	\$ 3,000	\$ -	\$ (3,000)	0.00%	\$ -	\$ 3,000	\$ -	0.00%
LAFCO MSR/SOI Fees		\$ -	\$ -	\$ -	0.00%	\$ -	\$ 500	\$ 500	0.00%
TOTAL REVENUE:		\$ 30,063	\$ -	\$ (30,063)	0.00%	\$ -	\$ 33,387	\$ 3,324	11.1%

TOTALS									
ACCOUNT DESCRIPTION	ACCT. NO.	Budget 16-17	To Date 2/27/17	Difference 2/27/17	% of Bud. Expended to Date	2/27/17 Estimated 16-17	DEPT. REQ'T 2017-2018	Change 16-17 to 17-18	% Change 16-17 to 17-18
SALARIES & BENEFITS:		\$ -	\$ -	\$ -	N/A	\$ -	\$ 0	\$ 0	N/A
SERVICES & SUPPLIES:		\$ 56,614	\$ 25,470	\$ 31,144	56.68%	\$ 47,334	\$ 63,274	\$ 6,660	11.76%
FIXED ASSETS:	824500	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0.00%
GROSS EXPENDITURES:		\$ 56,614	\$ 25,470	\$ 31,144	44.99%	\$ 47,334	\$ 63,274	\$ 6,660	11.76%
REVENUE:		\$ 30,063	\$ -	\$ 30,063	0.00%	\$ -	\$ 33,387	\$ 3,324	11.06%
COST APPLIED:	825380	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0.00%
GEN. FUND CONTRIBUTION:		\$ (26,551)	\$ (25,470)	\$ (1,081)	95.93%	\$ (47,334)	\$ (29,887)	\$ (3,336)	12.56%

Local Agency Formation Commission OF KINGS COUNTY

Date: March 22, 2017

To: LAFCO Commissioners
From: Greg Gatzka, Executive Officer

Subject: Request Authorization for staff to attend the 2017 CALAFCO Staff Workshop

Background

Historically, the Executive Officer and the one LAFCO Staff member attend each year's CALAFCO Staff Workshop to keep up to speed and informed on the latest LAFCO processing changes and best management practices. In addition, the Executive Officer is requesting to send our new LAFCO Counsel. LAFCO continues to contract with the Kings County Community Development Agency (CDA) for staff to serve as LAFCO staff. Recently, Erik Kaeding who has served as LAFCO legal counsel departed from Kings County employment to work at another jurisdiction. Diane Freeman from County Counsel has taken over LAFCO legal counsel responsibilities and would benefit from training related to LAFCO and learn the procedural steps and processes of LAFCO.

The LAFCO FY Budget for 2016/2017 planned for the attendance of LAFCO staff members to attend this year's CALAFCO Staff Workshop. This year's Staff Workshop runs from April 5th – April 7th and will be in Fresno, CA at the Doubletree by Hilton Fresno Convention Center and hosted by Fresno LAFCo. Staff does not plan to need hotel accommodations as the conference is within commuting distance. Registration is \$290 per person (\$330 per person non early bird registration) for LAFCO members and an added Mobile Workshop will be held the morning of April 5th for an additional \$50. The following expenses are estimated for this workshop for three staff:

Registration: \$1,060 for three attendees
Hotel: \$0 staff will commute daily since conference is in Fresno
Travel: \$164 mileage reimbursement
Meals: \$531 per diem allowance adjusted for included meals

Estimated total
trip cost: \$1,755

The LAFCO FY Budget for 2016/2017 currently has \$3,443 left remaining in the In Service and the Training and Travel related accounts. This CALAFCO Staff Workshop is the only planned training remaining in this fiscal year, so there is sufficient funding available in the current budget and there should be an end of the year balance of approximately \$1,688.

Request

The Executive Officer requests LAFCO Commission authorization for himself, Chuck Kinney and Diane Freeman to attend the 2017 CALAFCO Staff Workshop.



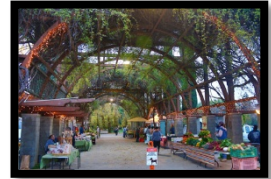
The 2017 CALAFCO Annual Staff Workshop

Hosted by Fresno LAFCo

April 5 – 7, 2017

at the DoubleTree by Hilton Fresno Convention Center
Registration now open until March 20, 2017

(See registration form for details)



Content Rich Sessions

General Sessions are scheduled to include:

- ❖ Ethical Leadership: How Committed are we to Our Values? (Wed.)
- ❖ Sustainable Groundwater Management Agency Update (Thu.)
- ❖ 2017 CALAFCO Legislative & Organizational Update (Fri.)

Breakout Sessions on Thursday & Friday are scheduled to include:

- ❖ LAFCo 101: Understanding & Applying the Basics
- ❖ LAFCo 201: Beyond the Basics Into the Complex
- ❖ DUCs 1.0: The Basics
- ❖ DUCs 2.0: Mapping DUCs
- ❖ SBOE Mapping Processes & Requirements
- ❖ The Health of Healthcare Districts
- ❖ Out of Area Service Agreements
- ❖ Prop 64: What Does It Mean for LAFCo?
- ❖ Interactive Legal Session: To be Sued or Not to be Sued, That is the Question
- ❖ Water System Consolidations
- ❖ CEQA
- ❖ Local Government Transparency

Special Highlights

Mobile Workshop

Wednesday from

7:30 a.m. – 12:00 p.m.

Join us for this interactive Mobile Workshop as we have a private tour of the Forestiere Underground Gardens. Hand built networks of underground rooms, courtyards and passageways, along with unique fruit producing trees, shrubs and vines fill this very interesting underground garden wonderland.

From there we will travel to Fresno State University and visit the department of Viticulture & Enology. Our tour will include a presentation of the University's world-renowned department and home of tomorrow's winemakers and optional tasting.

We will end with a lunch on the University campus.

Special guest Ethics General Session speaker planned (invited awaiting confirmation):
Kevin Duggan
ICMA West Coast Regional Director

Invaluable Opportunities for Networking

- ❖ Staff, Clerks and Counsel Roundtable discussions on current issues Wednesday afternoon
- ❖ Networking breakfasts
- ❖ Wednesday Dinner
- ❖ Thursday Luncheon
- ❖ CALAFCO Thursday night Bounty of Your County Reception
- ❖ Art Hop in Downtown Fresno Thursday Night
- ❖ Fun dinner program



HOTEL RESERVATIONS



DOUBLETREE BY Hilton Fresno Convention Center

Make your reservations online at <http://group.doubletree.com/CALAFCO>. Special rates (\$139/night) available 3 days pre and post workshop upon availability. **Reservation cutoff date is March 14, 2017.** Conveniently located near the Fresno downtown Convention Center - the hotel is just 15 minutes from the Fresno Airport and a 5 minute walk from the Amtrak station.



Registration open!

Visit www.calafco.org or call
916-442-6536 for details



Sharing information and resources



CALAFCO ANNUAL STAFF WORKSHOP 2017

Mobile Workshop: Fresno's Hidden Treasurers

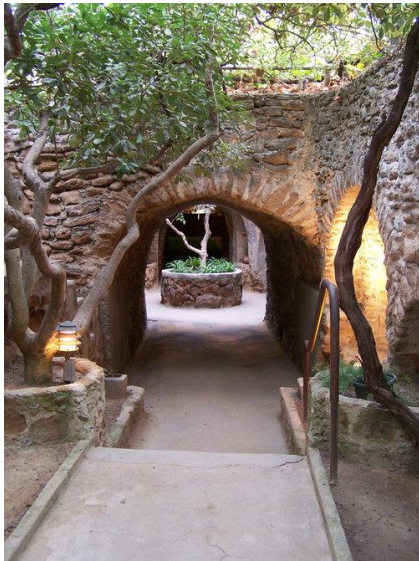


Wednesday, April 5 - 7:30 a.m. to Noon

FORESTIERE UNDERGROUND GARDENS*

AND

FRESNO STATE DEPARTMENT OF VITICULTURE AND ENOLOGY



Join us on a private tour as we explore the Forestiere Underground Gardens.

- A hand-built network of underground rooms, courtyards and passageways reminiscent of the ancient catacombs.
- Unique fruit producing trees, shrubs, and vines growing underground - some over 90 years old!
- Ancient Roman architecture - arches, vaults and stone-built walls.
- Underground micro-climates - temperature variations of 10 to 30 degrees!
- Underground home of Sicilian visionary and self-taught artist/builder Baldassare Forestiere.

Then we'll visit Fresno State Winery for a tour and presentation of its world renowned Department of Viticulture and Enology.

- The Department is widely recognized as a program that provides students with practical training backed by scientific understanding.
- Resources for training students include a 140-acre vineyard and bonded winery.
- Faculty work with students to ensure that they learn the latest in grape & wine production technologies.
- The winery has produced countless award-winning wines.

The tour will conclude with Lunch on campus at Fresno State University.

*Please note the Underground Garden tour may be cancelled if there is too much rain. It would be replaced with a presentation and tour of the new African Adventure, a 13-acre multiphase expansion, at the Fresno Chafee Zoo.



\$50 includes Lunch

Optional Tasting at Winery:
Additional \$5 payable to FSU

