

The City of Hanford
CALIFORNIA



City Council Meeting
Agenda

January 5, 2010

COUNCIL CHAMBERS, CIVIC AUDITORIUM
400 N. Douty Street

CITY COUNCIL STUDY SESSION – 4:00 p.m.

- (1) 4:00 p.m. Adjourn to closed session for discussion of the following:
- (a) **CONFERENCE WITH REAL PROPERTY NEGOTIATOR (GC 54956.8)**
Property: 426 W. Lacey Boulevard, Hanford, California
Agency Negotiator: Gary Misenhimer
Under Consideration: Process/Price/Terms of Payment
 - (b) **CONFERENCE WITH LABOR NEGOTIATOR (GC 54956.6)**
Agency Negotiator: Gary Misenhimer, Mary Lindsay, Robert Dowd
Employee Organization: Hanford Fire Captain's Unit, Local 3898

Agency Negotiator: Gary Misenhimer, Mary Lindsay, Robert Dowd
Employee Organization: Hanford Fire Fighters Unit, Local 3898

Agency Negotiator: Gary Misenhimer, Mary Lindsay, Robert Dowd
Employee Organization: General Unit

THE CITY COUNCIL WILL RECONVENE TO OPEN SESSION AT 7:30 p.m.

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.ci.hanford.ca.us, 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}

COUNCIL MEETING AGENDA - 7:30 p.m.

FLAG SALUTE:

ROLL CALL BY THE CITY CLERK:

UNSCHEDULED ORAL PRESENTATIONS

- (2) Any person may directly address the Council at this time on any item on the agenda, or on any item that is within the subject matter jurisdiction of the Council. A maximum of five minutes is allowed for each speaker.

CONSENT CALENDAR

- (3) All items listed under the Consent Calendar are considered routine and will be enacted by one motion (ROLL CALL VOTE required). For discussion of an item on the Consent Calendar, it will be removed at the request of any member of the City Council or any person in the audience and made a part of the regular agenda.

Administration

- (3a) Approval of City Council Minutes of December 15, 2009.

Fire

- (3b) Authorization to expend Homeland Security Grant Funds for the purchase of Communication and Computer Equipment. (\$50,858).

MAYOR

- (4) Proclamation "Recognition Day for all Hanford Employees", January 22, 2009.
- (5) Consideration of Appointments to City Commissions.
- (6) Council Assignments to City Boards and Commissions.

PUBLIC HEARING

- (7) Public Hearing on General Plan Amendment No. 2009-04 and Rezone No. 2009-09, filed by the City of Hanford, proposing to change the general plan designation on property located at 1159 West Seventh Street from "PF" Public Facilities to "OR" Office Residential.

Action Recommended:

- (a) Adopt the resolution approving General Plan Amendment No. 2009-04. (ROLL CALL VOTE)
- (b) Introduce the ordinance approving Rezone No. 2009-09. (ROLL CALL VOTE)

COMMUNITY DEVELOPMENT

- (8) Authorization to execute agreement with Willdan Engineering to administer the City's Housing Rehabilitation Program (\$68,000). (ROLL CALL VOTE)

- (9) Resolution declaring the city's support for a collaborative Grant Application with the City of Visalia for the Comprehensive Residential Building Retrofit Program. (ROLL CALL VOTE)

ADMINISTRATION

- (10) Resolution adopting the Employee Compensation Plan for 2010. (ROLL CALL VOTE)

UNSCHEDULED ORAL PRESENTATIONS

- (11) Any person may directly address the Council at this time on any item on the agenda, or on any item that is within the subject matter jurisdiction of the Council. A maximum of five minutes is allowed for each speaker.

COUNCIL REPORTS

STAFF COMMUNICATIONS

**MEETING OF THE HANFORD COMMUNITY REDEVELOPMENT AGENCY TO CONVENE
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING**

EVENT CALENDAR

Mon/Jan 11	Parks and Recreation Commission Meeting Council Chambers	5:30 pm
Tue/Jan 12	SPECIAL CITY COUNCIL MEETING 111 W. Seventh Street (Griswold, LaSalle, Cobb, Dowd & Gin)	5:15 pm
Tue/Jan 12	Planning Commission Meeting Council Chambers	7:00 pm
Mon/Jan 18	CITY HOLIDAY – Martin Luther King Day	
Tue/Jan 19	City Council Meeting Council Chambers	4:00pm/7:30pm
Fri/Jan 22	CITY EMPLOYEE AWARDS BANQUET Civic Auditorium	6:00 pm
Sat/Jan 23	SPECIAL CITY COUNCIL MEETING City Hall Conference Room	8:30 am
Mon/Jan 25	Tree Commission Meeting Council Chambers	5:30 pm
Tues/Jan 26	Planning Commission Meeting Council Chambers	7:00 pm
Thurs/Jan 28	Parking and Traffic Commission Meeting Council Chambers	4:00 pm

Tues/Feb 2	CITY COUNCIL MEETING Council Chambers	4:00 pm/7:30 pm
Mon/Feb 8	Parks and Recreation Commission Meeting Council Chambers	5:30 pm
Tues/Feb 9	Planning Commission Meeting Council Chambers	7:00 pm
Mon/Feb 15	CITY HOLIDAY	
Tues/Feb 16	CITY COUNCIL MEETING Council Chambers	4:00 pm/7:30 pm
Mon/Feb 22	Tree Commission Meeting Council Chambers	5:30 pm
Tues/Feb 23	Planning Commission Meeting Council Chambers	7:00 pm
Thurs/Feb 25	Parking and Traffic Commission Meeting Council Chambers	4:00 pm

**MINUTES
HANFORD CITY COUNCIL
CITY COUNCIL STUDY SESSION
December 15, 2009**

Mayor CHIN called the study session to order in the City Council Chambers, 400 N. Douty Street, Hanford, California, at 4:00 P.M.

COUNCIL MEMBERS PRESENT

AYERS, CHIN, SORENSEN, THOMAS

COUNCIL MEMBERS ABSENT

GONZALES

STAFF PRESENT

City Manager Misenhimer, Finance Director Dibble, Deputy City Manager Straus, Public Works Director Camara, Police Chief Mestas, Recreation Director Yeager, Deputy Public Works Director Doyel, Building Superintendent Davis, Building Official Kochar, Parks Superintendent Johns, City Clerk Madruga.

CITY ATTORNEY

Bob Dowd – Griswold, LaSalle, Cobb, Dowd & Gin

PRESS PRESENT

None

(1) Council Chambers Remodel Options

Public Works Director Camara stated the city hired Marvin Armstrong to develop design options for remodeling the council chambers. He stated the city received a Work Force Grant in the amount of \$100,000 for this project.

Marvin Armstrong reviewed four (4) design concepts depicting the layouts of the dais and public seating. He stated the current seating capacity is 65 seats. The new designs have a little less seating due to the requirements of handicap seating. He stated that Option B1 would be more costly due to the additional cabinetry.

Council Members THOMAS and AYERS both stated they liked the center aisle.

Council Member AYERS stated he was concerned about the city clerk's seating in Option A1 because the projector screen would be behind her.

It was the consensus of the city council to go with Option B1.

Mr. Armstrong reviewed the different types of seating. He stated fixed seating would cost approximately \$35,000. Moveable seating would range between \$5,000 to \$15,000 for high end seating.

Public Works Director Camara stated staff would do some research on permanent seating versus moveable seating and obtain samples of seating for the council to review.

(2) Main Street Hanford Budget Review

Shelly Talbert, Executive Director, and Steve Morrison, President, of Main Street Hanford, reviewed Main Street Hanford's budget.

(3) Review of Landscape Ordinance

Public Works Director Camara stated new laws that became effective in September 2009 require all cities and counties to adopt a landscaping water conservation ordinance by January 1, 2010. He stated the purpose of this ordinance is to ensure water efficient landscapes in new developments and to reduce water waste in existing landscapes, and perform this in a cost-effective way to stretch our limited water supplies and ensure that we continue to have water for

the future. This ordinance would apply to projects with landscape areas equal to or greater than 2,500 square feet. He stated the Department of Water Resources has prepared a model ordinance for use by local agencies or a local agency may develop their own ordinance. He stated staff will be presenting a new ordinance to the city council in January 2010. Subsequent to adopting a new ordinance, staff will then compile a resolution for landscape permit fees and penalty amounts for violation of the Water Efficient Landscape Design and Installation ordinance.

(4) Update on City Website

Deputy City Manager Straus stated the city issued a Request for Proposals for the redesign of the city's web site and 18 proposals were received. Following interviews of the top firms, the design committee is recommending the city council enter into an agreement with Civica for the city's web design. He introduced Stuart Smith, Project Manager, from Civica.

Stuart Smith, Project Manager, Civica, gave a brief background on Civica and stated they have designed web sites for over 60 cities in California. Their Content Management System (CMS) is specifically tailored to meet the needs of city government.

Deputy City Manager Straus stated the city currently contracts with AT & T for hosting the city's website. With these changes to the website, the fee will increase to \$600 per month. He stated as part of the proposal with Civica, staff will transition the web site from AT & T to Civica at a cost of \$175 per month. He also stated that staff would like to assemble a focus group of potential users of the website and would like two (2) members of the city council to sit on the focus group. He stated this item has been placed on the evening agenda for council consideration.

(5) At 5:54 p.m., Mayor CHIN adjourned the Hanford City Council Study Session to Closed Session for discussion of the following:

(a) CONFERENCE WITH LABOR NEGOTIATOR (GC 54956.6)

Agency Negotiator: Gary Misenhimer, Mary Lindsay, Robert Dowd

Employee Organization: Hanford Fire Captain's Unit, Local 3898

Agency Negotiator: Gary Misenhimer, Mary Lindsay, Robert Dowd

Employee Organization: Hanford Fire Fighters Unit, Local 3898

Agency Negotiator: Gary Misenhimer, Mary Lindsay, Robert Dowd

Employee Organization: Hanford Police Officer's Association

Agency Negotiator: Gary Misenhimer, Mary Lindsay, Robert Dowd

Employee Organization: General Unit

(b) CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (GC 54956.9(a))

City of Hanford v. Serpa Automotive Group (Kings County Superior Court Case No. 09C0216)

Erick Lundin v City of Hanford (Kings County Superior Court Case No. 09C 0006)

Respectfully submitted,

Karen Madruga, CMC
City Clerk

**MINUTES
HANFORD CITY COUNCIL
December 15, 2009**

A regular meeting of the Hanford City Council was held and duly called by Mayor CHIN in the Council Chambers of the Civic Auditorium, 400 North Douty Street, Hanford, California, at 7:35 P.M.

COUNCIL MEMBERS PRESENT

AYERS, CHIN, SORENSEN, THOMAS

COUNCIL MEMBERS ABSENT

GONZALES

STAFF PRESENT

City Manager Misenhimer, Finance Director Dibble, Deputy City Manager Straus, Public Works Director Camara, Police Chief Mestas, Deputy Public Works Director Doyel, Recreation Director Yeager, Deputy Fire Chief Lynch, Housing Specialist Lerma-Martinez, Planning Manager Cain, Economic Development Manager Marty, City Clerk Madruga

CITY ATTORNEY

Robert Dowd – Griswold, LaSalle, Cobb, Dowd & Gin LLP

PRESS PRESENT

None

UNSCHEDULED ORAL PRESENTATIONS

- (6) **Any person may directly address the Council at this time on any item on the agenda, or on any item that is within the subject matter jurisdiction of the Council. A maximum of five minutes is allowed for each speaker.**
Mayor CHIN opened the floor for any unscheduled oral presentations. There were none.

CONSENT CALENDAR

- (7) Item 7(a) was pulled from the Consent Calendar at the request of Council Member AYERS.

Motion was made by Council Member AYERS, seconded by Council Member THOMAS, to approve the consent calendar as submitted. Motion carried by the following roll call vote:

AYERS:	Council Members AYERS, THOMAS, SORENSEN, CHIN
NOES:	Council Members NONE
ABSTAIN:	Council Members NONE
ABSENT:	Council Members GONZALES

Administration

- (7a) **Approval of City Council Meeting Minutes of December 1, 2009.**

Council Member AYERS stated the regular meeting minutes state Mayor AYERS adjourned the meeting and it should state Mayor CHIN adjourned the meeting.

Motion was made by Vice Mayor SORENSEN, seconded by Council Member AYERS, to approve the city council meeting minutes of December 1, 2009, as amended. Motion carried by the following roll call vote:

AYES:	Council Members AYERS, THOMAS, SORENSEN, CHIN
NOES:	Council Members NONE
ABSTAIN:	Council Members NONE
ABSENT:	Council Members GONZALES

- (7b) Approved request by **Main Street Hanford** for their Calendar Year 2010 1st quarter funding allocation (\$23,850).
- (7c) Approved request by **Hanford Conference and Visitor Agency** for their FY 2010 3rd quarter funding allocation (\$22,128)
- (7d) Approved request by **Hanford Chamber of Commerce** for their FY 2010 3rd quarter funding allocation (\$8,100).

Finance

- (7e) Authorized the **signatures** of the **Mayor and Finance Director** on checks written on city accounts with Wells Fargo Bank.

Public Works

- (7f) Authorized purchase of **easement along 13th Avenue** and accept the Dedication Exchange Agreement from the **2000 Thomas S. Enloe, Jr. and Kathryn L. Enloe Revocable Trust** (\$6,000).

Bills and Reports

- (7g) Received **Warrants** submitted for payment November 24 to December 12, 2009.

WRITTEN COMMUNICATIONS

- (8) **Request from Koinonia Christian Fellowship for a city donation to help defray costs for the Annual "Party 4 Life" event scheduled for December 31, 2009.**

Paul Wilcox from Koinonia Christian Fellowship requested a city donation to help defray costs for the Annual "Party 4 Life" event scheduled for December 31, 2009. He stated their goal is to provide a safe environment to celebrate New Year's Eve without alcohol, drugs, violence or crime. Staff recommends the city council consider this request.

Motion was made by Council Member THOMAS, seconded by Vice Mayor SORENSEN, to donate \$600 to Koinonia Christian Fellowship to help defray the transportation cost for their annual "Party 4 Life" event scheduled for December 31, 2009. Motion carried by the following roll call vote:

AYES: Council Members THOMAS, SORENSEN, AYERS, CHIN
NOES: Council Members NONE
ABSTAIN: Council Members NONE
ABSENT: Council Members GONZALES

COMMUNITY DEVELOPMENT – HOUSING DIVISION

- (9) **Authorization to execute an agreement with Willdan Engineering to administer the City's Housing Rehabilitation Program (\$220,000).**

City Manager Misenhimer requested this item be pulled from the agenda and brought back to the city council in January 2010.

Motion was made by Council Member THOMAS, seconded by Vice Mayor SORENSEN, to pull this item from the council agenda and have it placed on their January 2010 agenda. Motion carried by the following roll call vote:

AYES: Council Members THOMAS, SORENSEN, AYERS, CHIN
NOES: Council Members NONE
ABSTAIN: Council Members NONE
ABSENT: Council Members GONZALES

(10) **Authorization to execute an agreement with Pacific Municipal Consultants to complete the City's 2009-2014 Analysis of Impediments to Fair Housing (\$30,000).**

Housing Specialist Sandra Lerma-Martinez stated as part of the CDBG Consolidated Plan, the city is required to complete an Analysis of Impediments to Fair Housing Choice (AI). Request for Proposals (RFPs) were mailed out to qualified consultants to complete the city's Analysis of Impediments. Four (4) proposals were received. Through a scoring system, Pacific Municipal Consultants scored the highest, having demonstrated the capability and experience to meet the tasks outlined in the RFP. Staff recommends the city council execute an agreement with Pacific Municipal Consultants to complete the city's 2009-2014 Analysis of Impediments to Fair Housing in the amount of \$30,000.

Motion was made by Council Member AYERS, seconded by Council Member THOMAS, to execute an agreement with Pacific Municipal Consultants to complete the city's 2009-2014 Analysis of Impediments to Fair Housing in the amount of \$30,000. Motion carried by the following roll call vote:

AYES: Council Members AYERS, THOMAS, SORENSEN, CHIN
NOES: Council Members NONE
ABSTAIN: Council Members NONE
ABSENT: Council Members GONZALES

FINANCE

(11) **Annual Review of Funds pertaining to City Impact Fees for Parks, Transportation, Fire Protection, Police Protection, Storm Water System, Water System, Wastewater System, and Refuse/Recycling.**

Finance Director Dibble stated California Government Code Section 66006 requires the city to annually review at a scheduled public meeting the types of fees, amounts of fees, the beginning and ending balances, interest, other income, annual expenditures and other matters concerning the city's impact fees. Staff recommends the city council review and file this report.

Motion was made by Vice Mayor SORENSEN, seconded by Council Member THOMAS, to accept and file this report. Motion carried unanimously by a 4 to 0 vote.

RECREATION

(12) **Authorization to purchase pool covers from Knorr Systems, Inc. for the aquatic facility and appropriate these funds from the Aquatic Capital Equipment Replacement Reserve Fund (\$8,198.90).**

Recreation Director Yeager stated staff has identified a cost saving measure to reduce the annual operating expenses at the city's aquatic facility by covering the pool with thermal blankets. He stated this will significantly reduce the absorption of chemicals used to maintain water quality. Staff recommends the city council authorize the purchase of pool covers from Knorr Systems, Inc. for the aquatic facility and appropriate these funds from the Aquatic Capital Equipment Replacement Reserve Fund in the amount of \$8,198.90.

Motion was made by Council Member AYERS, seconded by Vice Mayor SORENSEN, to authorize the purchase of pool covers from Knorr Systems, Inc. for the aquatic facility and appropriate the funds from the Aquatic Capital Equipment Replacement Reserve Fund in the amount of \$8,198.90. Motion carried by the following roll call vote:

AYES: Council Members AYERS, SORENSEN, THOMAS, CHIN
NOES: Council Members NONE
ABSTAIN: Council Members NONE
ABSENT: Council Members GONZALES

(13) **Authorization to purchase a Variable Frequency Drive Motor Controller from Knorr Systems, Inc. for the aquatic facility and appropriate these funds from the Aquatic Capital Equipment Replacement Reserve Fund (\$13,694.71).**

Recreation Director Yeager stated in order to help reduce the annual operating costs of the aquatics facility, staff is proposing the addition of a variable frequency drive system (VFD) to the existing 20 hp circulating pump for the main pool at the plunge. The VFD will allow the pump to operate at lower speeds during off peak hours. A significant portion of the project cost is subsidized through an energy rebate program offered by Southern California Edison. Staff recommends the city council authorize the purchase of a variable frequency drive motor controller from Knorr Systems, Inc. in the amount of \$13,694.71.

Motion was made by Council Member AYERS, seconded by Vice Mayor SORENSEN, to authorize the purchase of a variable frequency drive motor controller from Knorr Systems, Inc. in the amount of \$13,694.71. Motion carried by the following roll call vote:

AYES: Council Members AYERS, SORENSEN, THOMAS, CHIN
NOES: Council Members NONE
ABSTAIN: Council Members NONE
ABSENT: Council Members GONZALES

(14) **Authorization to execute a Ground Lease Agreement with Philip Alonzo for the operation of the City's BMX Track.**

Recreation Director Yeager stated Mr. Alonzo approached the city and expressed an interest in leasing the property for the purpose of opening a BMX track. Staff has developed an agreement that would provide the city protection from potential financial loss, liability exposure and operating expenses. The lease amount is set at \$150 per month. The parks and recreation commission has reviewed the agreement and is recommending a four (4) month waiver of the monthly lease fee to allow the Lessee time to clean up the facility. Staff recommends the city council execute a Ground Lease Agreement with Philip Alonzo for the operation of the city's BMX track.

Motion was made by Vice Mayor SORENSEN, seconded by Council Member AYERS, to execute a Ground Lease Agreement with Philip Alonzo for the operation of the city's BMX track. Motion carried by the following roll call vote:

AYES: Council Members SORENSEN, AYERS, THOMAS, CHIN
NOES: Council Members NONE
ABSTAIN: Council Members NONE
ABSENT: Council Members GONZALES

ADMINISTRATION

(15) **Authorization to execute agreement with Civica Software for the City Web Site Re-design (\$48,755).**

Deputy City Manager Straus stated Request for Proposals (RFPs) were sent out for the city website re-design. Eighteen (18) proposals were received with Civica Software being selected by the design committee at a cost of \$48,755. Additionally, the city currently contracts with AT & T for hosting the city's website. With these changes to the website, the fee will increase to \$600 per month. Therefore, staff is recommending transferring the hosting to Civica at a cost of \$175 per month. Also, staff would like to assemble a focus group of potential users of the website and would like two (2) members of the city council to sit on the focus group. If this is approved by council, the project is expected to be completed within six months Staff recommends the city council execute an agreement with Civica Software for the city web site re-design in the amount of \$48,755 and appoint two (2) council members to the focus group.

Mayor CHIN and Vice Mayor SORENSEN both expressed an interested in being on the focus group.

Motion was made by Council Member AYERS, seconded by Vice Mayor SORENSEN, to execute an agreement with Civica Software for the city web site re-design in the amount of \$48,755, and appoint Mayor CHIN and Vice Mayor SORENSEN to the focus group. Motion carried by the following roll call vote:

AYES: Council Members AYERS, SORENSEN, THOMAS, CHIN
NOES: Council Members NONE
ABSTAIN: Council Members NONE
ABSENT: Council Members GONZALES

(16) Resolution amending the Employee Compensation Plan for 2009.

City Manager Misenhimer stated given the current economic climate and the projected budgetary shortfall as described at the last city council study session, staff is recommending a reclassification of one Deputy City Manager to Deputy City Manager/Community Development Director and the reclassification of a Senior Planner to Planning Manager. Staff recommends the city council approve the resolution amending the Employee Compensation Plan for 2009.

City Attorney Dowd questioned the second Deputy City Manager's classification as it was not listed on the compensation plan.

City Manager Misenhimer stated staff would add this title to the list of management positions along with the combined classification of Deputy City Manager/Community Development Director.

Motion was made by Council Member AYERS, seconded by Council Member THOMAS, to approve the resolution amending the Employee Compensation Plan for 2009 with the classification of Deputy City Manager and Deputy City Manager/Community Development Director as two separate classifications. Motion carried by the following roll call vote:

AYES: Council Members AYERS, THOMAS, SORENSEN, CHIN
NOES: Council Members NONE
ABSTAIN: Council Members NONE
ABSENT: Council Members GONZALES

UNSCHEDULED ORAL PRESENTATIONS

(12) Any person may directly address the Council at this time on any item on the agenda, or on any item that is within the subject matter jurisdiction of the Council. A maximum of five minutes is allowed for each speaker.

Mayor CHIN opened the floor for any unscheduled oral presentations. There were none.

COUNCIL REPORTS

(a) Southern California Edison Substation

Council Member AYERS stated he received a letter from Brian Thoburn, Southern California Edison (SCE), notifying the city that SCE is planning a substation on 7th Avenue and Grangeville Boulevard.

City Manager Misenhimer stated the substation is being constructed to service north Hanford.

(b) City/County Coordinating Meeting

Vice Mayor SORENSEN stated she attended the recent City/County Coordinating Meeting and County Board of Supervisor Anthony Oliveira spoke on CalPERS. She stated they are trying to pass new legislation that will force how cities negotiate with their unions.

(c) Municipal Code

Mayor CHIN suggested the city municipal code be updated in the near future.

(d) **City Manager Recruitment**

Mayor CHIN stated a special meeting has been scheduled for January 12, 2009, at 5:15 p.m., at Griswold, LaSalle, Cobb, Dowd & Gin's office to meet with Paul Kimura from Avery & Associates on the status of the city manager recruitment. A special meeting has also been scheduled for January 23, 2009, at 8:30 am in the city hall conference room to interview city manager candidates.

STAFF COMMUNICATIONS

(a) **Downtown Steering Committee**

Deputy City Manager Straus reported on the progress of the Downtown Steering Committee.

ADJOURNMENT

At 8:43 p.m., Mayor CHIN adjourned the Hanford City Council meeting.

Respectfully submitted,

Karen Madruga
City Clerk

City of HANFORD

FIRE DEPARTMENT
TIMOTHY L. IERONIMO, FIRE CHIEF



MAYOR
DAN CHIN
VICE MAYOR
SUE SORESEN
COUNCIL MEMBERS
DAVID G. AYERS
JOAQUIN GONZALES
DAVE THOMAS
CITY MANAGER
GARY W. MISENHIMER

December 28, 2009

TO: City Manager/City Council
FROM: Timothy L. Ieronimo, Fire Chief
SUBJECT: **GOVERNOR'S OFFICE OF HOMELAND SECURITY
FY09 HOMELAND SECURITY GRANT**

RECOMMENDATION:

That the City Council, by motion, approve the purchase of communication and computer equipment from the designated vendors in the amount of \$50,858.

DISCUSSION

The Hanford Fire Department is requesting that the City Council approve the use of grant monies totaling \$50,858 for the purchase of communication, computer equipment and various equipment related to interoperability. The equipment purchased will consist of mobile data computers, lap top computers, GIS workstation, Global Positioning System equipment, ESRI Arc View Software, etc. which will be utilized to complete the upgrade that was started with FY 08 Homeland Security Grant and outfit our fire apparatus and stations.

This grant was awarded to the fire department as a result of a proposal that was submitted to the Governor's Office of Homeland Security. As this funding is based on a reimbursement plan, the City of Hanford would pay for the equipment and then receive reimbursement from the Governor's Office of Homeland Security.

COUNCIL GOALS:

- Safest City in the Valley
- Financially Sound City Providing Quality Service

IMPACT TO BUDGET:

All costs for this project will be reimbursed by the grant award totaling \$50,858.

Respectfully Submitted,


Timothy L. Ieronimo
Fire Chief

CITY OF HANFORD

Proclamation

RECOGNITION DAY FOR ALL HANFORD CITY EMPLOYEES

January 22, 2010

* * * * *

WHEREAS, the City of Hanford, since its incorporation in 1891, has provided important public services to the community; and

WHEREAS, in order to provide these vital services, it is essential to have city employees who are well trained, competent, and dedicated; and

WHEREAS, the employees of the City of Hanford have, over the years, worked toward the goal of efficiency and low cost, to make Hanford a better community in which to live; and

WHEREAS, it is fitting and proper that the elected officials and citizens at large recognize these important employees whose daily activities provide an essential part of the working and living environment of the community.

NOW, THEREFORE, I, DAN CHIN, the fifty-sixth Mayor of the City of Hanford, does hereby proclaim Friday, January 22, 2010, as the fifty third annual "**RECOGNITION DAY FOR ALL HANFORD CITY EMPLOYEES**" in sincere tribute to their accomplishments and the high standards of services which they provide.

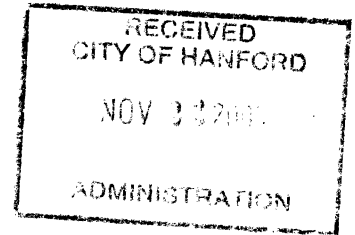
Presented this 5th day of January, 2010.

Dan Chin
Mayor

ATTEST:

Karen Madruga, CMC
City Clerk

CITY OF HANFORD APPLICATION



For Membership on Tree Commission
(Commission Name)

NAME: STACY J. GUSTON
(Please Print)

ADDRESS: 436 W. Carter St.

TEL. NO. (Home) 583 0402 (Business) 469 9466

LENGTH OF RESIDENCY IN CITY OF HANFORD: 15 yrs.

OCCUPATION: Self Employed

EMPLOYED BY: _____

EDUCATION: 12th grade - self

PROFESSIONAL/COMMUNITY ORGANIZATIONS:

REASON(S) FOR SEEKING APPOINTMENT:

enjoying the experience to help influence
future landscape decision concerning
the beautiful Tree City of Hanford

Signature: [Signature]

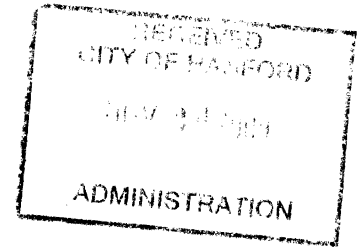
Date: 11/30/09

For further information call the City Clerk's office: 559 585-2515.

Return completed form to:

Karen Madruga, CMC
City Clerk
319 N. Douty Street
Hanford, CA 93230

CITY OF HANFORD APPLICATION



For Membership on Tree Commission
(Commission Name)

NAME: Gregory Beinhorn
(Please Print)

ADDRESS: 1185 Westwood Dr.

TEL. NO. (Home) 585-0305 (Business) 582-1805

LENGTH OF RESIDENCY IN CITY OF HANFORD: 28 years

OCCUPATION: Nurseryman

EMPLOYED BY: Hofmans Nursery

EDUCATION: Hanford High Grad

College of Sequoias Grad

PROFESSIONAL/COMMUNITY ORGANIZATIONS:

Hanford Tree Commission

REASON(S) FOR SEEKING APPOINTMENT:

Continue service for city and
help promote urban forest.

Signature: Greg Beinhorn

Date: 11-24-09

For further information call the City Clerk's office: 559 585-2515.

Return completed form to:

Karen Madruga, CMC
City Clerk
319 N. Douty Street
Hanford, CA 93230

CITY OF HANFORD APPLICATION

For Membership on HANFORD TREE COMMISSION
(Commission Name)

NAME: JUDY WINSTON
(Please Print)

ADDRESS: 2464 N. DOUTY STREET

TEL. NO. (Home) 584-9624 (Business) _____

LENGTH OF RESIDENCY IN CITY OF HANFORD: 20 YEARS

OCCUPATION: RETIRED

EMPLOYED BY: _____

EDUCATION: HIGH SCHOOL GRADUATE

PROFESSIONAL/COMMUNITY ORGANIZATIONS:

NAACP - HANFORD BRANCH
BLACK HISTORY COMMITTEE MEMBER
WOMEN WITH VISIONS UNLIMITED

REASON(S) FOR SEEKING APPOINTMENT:

CONCERNED ABOUT TREES IN OUR CITY PARKS.

Signature: _____

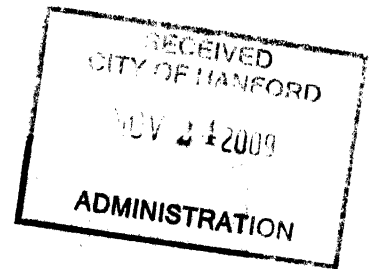
Date: _____

For further information call the City Clerk's office: 559 585-2515.

Return completed form to:

Karen Madruga, CMC
City Clerk
319 N. Douty Street
Hanford, CA 93230

CITY OF HANFORD APPLICATION



For Membership on PLANNING
(Commission Name)

NAME: JIM IRWIN
(Please Print)

ADDRESS: 825 W. ENCORE DR.

TEL. NO. (Home) 583-9301 Cell 904-1451
(Business)

LENGTH OF RESIDENCY IN CITY OF HANFORD: 14 YRS.

OCCUPATION: RETIRED CARPENTER

~~EMPLOYED BY:~~ _____

EDUCATION: 4 YRS High School, 2 YRS. Con. College

PROFESSIONAL/COMMUNITY ORGANIZATIONS:

BOARD MEMBER Kings Celtic Heritage Society
Past Pres. A.O.U. Div. 1 L.C.
1 yr on Planning Com. Member of N.R.A.
A.M.A., HOC, KCHS, AOH

REASON(S) FOR SEEKING APPOINTMENT:

I WANT TO STAY INVOLVED IN THE BUILDING
OF THE FUTURE OF OUR COMMUNITY.

Signature:

Date:

Jim Irwin
11-23-09

For further information call the City Clerk's office: 559 585-2515.

Return completed form to:

Karen Madruga, CMC
City Clerk
319 N. Douty Street
Hanford, CA 93230

For Membership on: Planning Commission

NAME: David B. Droker

ADDRESS: 2624 Sun Drive, Hanford, CA 93230

TEL. NO. (Home) (559) 583-7582 (Business) (559) 415-7202

LENGTH OF RESIDENCY IN CITY OF HANFORD: Approx 6 Years

OCCUPATION: Executive Director/CEO

EMPLOYED BY: Kings Community Action Organization (KCAO)

**EDUCATION: BA – IDS/Labor Relations, Cal State Dominguez Hills
MA – Organizational Leadership, University of Phoenix**

PROFESSIONAL/COMMUNITY ORGANIZATIONS:

President, Rotary Club, Rotary International

Board Member, Kings County Workforce Investment Board

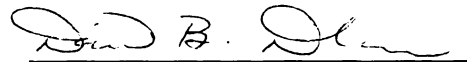
Chairperson, Complete Count Committee, City of Hanford

**Member, California Community Services and Development
Department Advisory Committee**

REASON(S) FOR SEEKING APPOINTMENT:

I have the desire to get further engaged in public service for the city as it relates to the future growth and development of Hanford. My current position and other professional experience would add valuable insight and perspective to the planning needs of our community.

Signature:



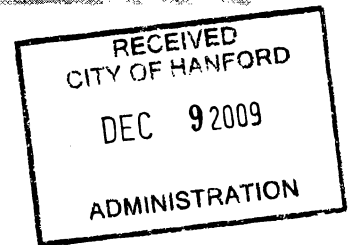
Date:

November 25, 2009

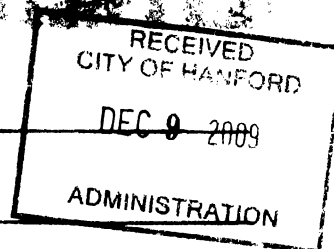
For further information call the City Clerk's office: 559 585-2515.

Return completed form to:

**Karen Madruga, CMC
City Clerk
319 N. Douty Street
Hanford, CA 93230**



CITY OF HANFORD APPLICATION



For Membership on City of Hanford Planning Commission
(Commission Name)

NAME: Mark Dawson
(Please Print)

ADDRESS: 109 Katherine Street, Hanford CA 93230

TEL. NO. (Home) (559) 643-1956 (Business) (559) 643-1956

LENGTH OF RESIDENCY IN CITY OF HANFORD: One Year (previously over 10 years)

OCCUPATION: President and CEO, JobsFreeForAll.com

EMPLOYED BY: ALTRES Global Business Services, Inc.

EDUCATION: California State University – Fresno (Computer App. & Sys.)

University of California – Davis (Medical Entomology)

College of the Sequoias – Visalia (Science)

PROFESSIONAL/COMMUNITY ORGANIZATIONS:

Kings Mosquito Abatement Trustee (Representing Hanford)

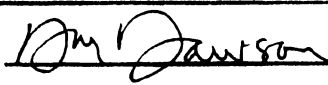
Kings County Homecoming Committee

Hanford Christmas Parade Committee

Kings County Historical Society

REASON(S) FOR SEEKING APPOINTMENT:

Please see attached.

Signature: 

Date: November 25, 2009

For further information call the City Clerk's office: 559 585-2515.

Return completed form to:

Karen Madruga, CMC
City Clerk
319 N. Douty Street
Hanford, CA 93230

Members of the Hanford City Council,

A little over one year ago I returned to Hanford and opened an office on 8th street. It took me some time to get settled in, but now that I have I'm actively seeking ways in which I can give back to the community. When I learned that a position on the City's Planning Commission might be available, given my background and experience, it seemed like a natural fit.

For several years I managed the Kings Mosquito Abatement District. During my tenure I was actively involved in both community and government affairs. I served on Kings County's Environmental Review Committee, was active as a member of the Hanford Rotary Club and a long-term member of the Kings County Homecoming Committee and Hanford Christmas Committee. In all of these roles I've been called upon to recommend "next steps", basically helping the organizations involved plan for the future.

The City of Hanford is entering what will be viewed as an interesting period in history. Dealing with the realities of grow, in a difficult economic period, and ensuring Hanford's economic base remains strong will require the best each of us have to offer. Examples abound, but the redevelopment of east Seventh Street alone will require a great deal of involvement from community leaders. Perhaps most challenging of all will be crafting and executing a growth plan which both meets the community's needs and protects its character. I would welcome an opportunity to accept that challenge.

I'm looking forward to rolling up my sleeves and helping you move Hanford forward.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Dawson". The signature is fluid and cursive, with the first name "Mark" and last name "Dawson" clearly distinguishable.

Mark Dawson

President and CEO

www.JobsFreeForAll.com

mdawson@inhsfreeforall.com

Biography – D. Mark Dawson

Mr. Dawson has a history of helping companies leverage technology in ways which empower their people and advantage their business and has been involved in high technology companies for over 20 years.

His educational background includes the University of California, Davis, and California State University, Fresno, where he received his degree in Computer Applications and Systems.

Upon graduation Mr. Dawson joined Electronic Data Systems (EDS) where he lead two business units; one which implemented document scanning technology for Blue Shield and Blue Cross of California and another deploying advanced computerized patient care systems for major regional medical centers.

From there Mr. Dawson joined the founding management team of The ImagiNation Network (INN) as Director of Network Operations. INN was created to leverage single payer computer games created by market leader Sierra Online into a national network supporting multiple players in head-to-head completion. After growing the customer base to over 50,000 members the company was sold to AT&T and then to America Online where it became AOL's multiplayer gaming environment.

Next Mr. Dawson joined the founding team of NetChannel as Vice President of Network Operations. NetChannel, a competitor to WebTV, produced set-top boxes which enabled consumers to surf the web via their television using dialup telephony. During his tenure responsibilities expanded to include operations in San Francisco California, Atlanta Georgia and London England. After growing the member base to nearly 500,000 subscribers the company was sold to AOL where it was rebranded as AOLTV.

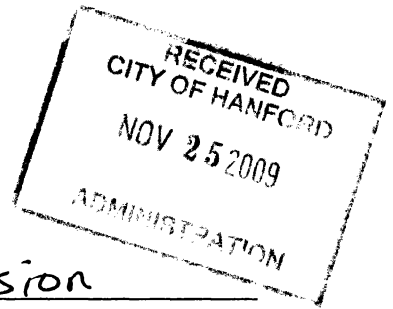
Based on his knowledge and experience in the Internet space, Microsoft offered Mr. Dawson the position of Director of Back Office Engineering for their WebTV Division. While there he was responsible for all network, server side and content management programming teams and played an active role in the Canadian and Japanese service launch.

Having a strong entrepreneurial spirit, and having become closely aligned with the venture capital community, Mr. Dawson was invited to join the founding team of another new startup soon to be called Dotcast. Dotcast assembled a large team of RF and ASIC engineers (many actual rocket scientists) to invent a method of hiding data inside a television signal for the purpose of broadcasting information across major television markets. The first implementation of this groundbreaking technology was the delivery of movies to set-top boxes for a new Walt Disney venture named MovieBeam. Basically the technique allows Disney to wirelessly send movie content into the home where it could be rented and played without requiring a trip to the local movie rental store – basically Blockbuster in a box.

After selling Dotcast to the The Walt Disney Company (TWDC) and having become tired of the cold and rain of Seattle, Mr. Dawson and his wife relocated to Hawaii. It was here that he became acquainted with Barron Guss and Kerry Kopp, owners of ALTRES Global Business Services. At their request he began investigating ways in which technology could be used to advantage staffing activities and the needs of Human Resource Outsourcing (HRO). His primary focus was aimed at freeing Personnel Managers from the time consuming and tedious process requirements - allowing them to spend more time with jobseekers and their client businesses. In his capacity as Director of Research and Development Mr. Dawson has been instrumental in designing and developing a world class applicant tracking system, advertising tracking system, integrated sales management system and corporate website. In recognition of his technical achievements he was identified by Pacific Business News as one of Hawaii's top 50 high technology leaders. Currently he is leading a team of developers in designing and building a revolutionary new job website which will empower employers and candidates in ways not heretofore offered via the Internet Market.

In addition to his career activities Mr. Dawson has been very active in the business community. He currently serves on the Hawaii technology advisory boards for both Kapiolani Community College and Remington College. He is also a member of numerous technology and marketing organizations and is called upon regularly to speak about the intersection of technology and human talent.

CITY OF HANFORD APPLICATION



For Membership on Parks and Recreation Commission
(Commission Name)

NAME: Patricia Lewis

(Please Print)

ADDRESS: P.O. Box 377 Hanford, CA 93232

TEL. NO. (Home) 1-509-590-9223 (Business) _____

LENGTH OF RESIDENCY IN CITY OF HANFORD: 2005 to now

OCCUPATION: Volunteer

EMPLOYED BY: _____

EDUCATION: 1981 AAS in Parks & Rec from Spokane Community College, Spokane, WA
1981-82 Eastern Washington University, Cheney, WA
Various military educational courses

PROFESSIONAL/COMMUNITY ORGANIZATIONS:

Hanford soup kitchen - served 1 year 2007-08
Twenty years of volunteer work with the
military community as an active duty member
and as a military spouse prior to moving to Hanford.

REASON(S) FOR SEEKING APPOINTMENT:

I would like to participate in the process of planning and
improving Hanford's diverse recreational avenues. I have the
experience, time and capabilities to fill the position.

Signature: _____

Patricia Lewis

Date: _____

November 25, 2009

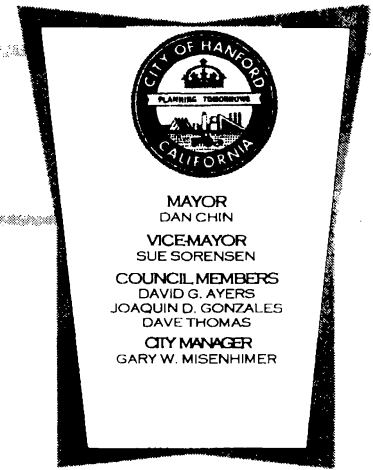
For further information call the City Clerk's office: 559 585-2515.

Return completed form to:

Karen Madruga, CMC
City Clerk
319 N. Douty Street
Hanford, CA 93230

City of H A N F O R D

CALIFORNIA 93230
CITY OFFICES 319 NORTH DOUTY STREET



January 5, 2010

TO: City Manager/City Council

FROM: Community Development Department

SUBJECT: General Plan Amendment No. 2009-04 and Rezone No. 2009-09.

RECOMMENDATION:

That the City Council hold a public hearing and by motion:

1. Adopt the attached resolution approving General Plan Amendment No. 2009-04.
2. Introduce the attached ordinance approving Rezone No. 2009-09.

DISCUSSION:

General Plan Amendment No. 2009-04 proposes to change the land use designation from Public Facilities to Office Residential on an approximately 23,000 square-foot parcel. Rezoning Application No. 2009-09 proposes to rezone the 23,000 square-foot parcel from "PF" Public Facilities to "OR" Office Residential. The site is located at 1159 W. Seventh Street (at the southeast corner of W. Seventh Street and Campus Drive).

At the November 24, 2009, Planning Commission meeting, staff presented the proposal. There was no public testimony for or against the proposal. The Planning Commission, by a 5-0 vote (Commissioners ESCOBAR and SANDS absent), recommended that the City Council approve General Plan Amendment No. 2009-04 and Rezone No. 2009-09.

Attached is a copy of the Planning Commission staff report and resolutions pertaining to the General Plan Amendment and Rezoning, and the Council resolution and ordinance.

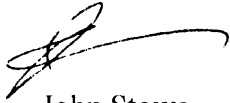
SUPPORT OF COUNCIL GOALS

Objective LU 15 in the General Plan will be met by maintaining a Business and Professional activity link along West Seventh Street between the Downtown Business District and the Planned Commercial Center development at 12th Avenue and Lacey Blvd (OBJECTIVE LU 15).

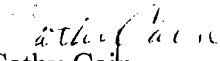
IMPACT ON BUDGET

This proposal will have a positive impact on the budget by allowing the property to be sold at a greater value than the existing zoning would provide.

Respectfully submitted,



John Stowe
Senior Planner



Cathy Cain
Planning Manager



Hilary M. Straus
Deputy City Manager
Community Development Director

RESOLUTION NO. _____
General Plan Amendment No. 2009-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD
APPROVING AN AMENDMENT TO THE LAND USE ELEMENT
OF THE GENERAL PLAN**

At a regular meeting of the City Council of the City of Hanford duly called to order and held on **January 5, 2010**, at 7:30 p.m., it was moved by Council Member _____, and seconded by Council Member _____, and duly carried that the following resolution be adopted:

WHEREAS, General Plan Amendment No. 2009-04, filed by the City of Hanford, proposes to amend the land use designation of certain real property from Public Facility to Office Residential was presented to the Planning Commission of the City of Hanford; and

WHEREAS, the real property which is the subject of the General Plan Amendment is located at 1159 W. Seventh Street (APN 012-281-001) in Hanford, California as depicted on Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, the proposed use is exempt from environmental review under Section 15301 of the California Environmental Quality Act, and

WHEREAS, the City of Hanford Planning Commission, at its regularly scheduled meeting on November 24, 2009, held a public hearing to receive testimony and evidence for and against the proposed General Plan Amendment. After closing the public hearing, the Planning Commission of the City of Hanford, by resolution, recommended that the City Council of the City of Hanford approve General Plan Amendment No. 2009-04; and

WHEREAS, the City Council of the City of Hanford, at its regularly scheduled meeting on January 5, 2010, held a public hearing and received testimony and evidence regarding proposed General Plan Amendment No. 2009-04; and

WHEREAS, on the basis of the application for the amendment to the general plan, the documentation and information provided in the staff report and the evidence and testimony

submitted at the public hearing, the City Council for the City of Hanford hereby makes the following findings:

- 1. That the public hearing for the proposed general plan amendment was properly noticed in accordance with state law and the Hanford Municipal Code.
- 2. That the proposed general plan amendment is compatible, integrated and internally consistent with existing policies of and with the Hanford General Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hanford hereby approves General Plan Amendment No. 2009-04.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Hanford held on the _____ day of _____, 2010 by the following vote:

AYES:	Council Member	_____

NOES:	Council Member	_____
ABSTAIN:	Council Member	_____
ABSENT:	Council Member	_____
	Approved:	_____
		MAYOR

Attest: _____
City Clerk

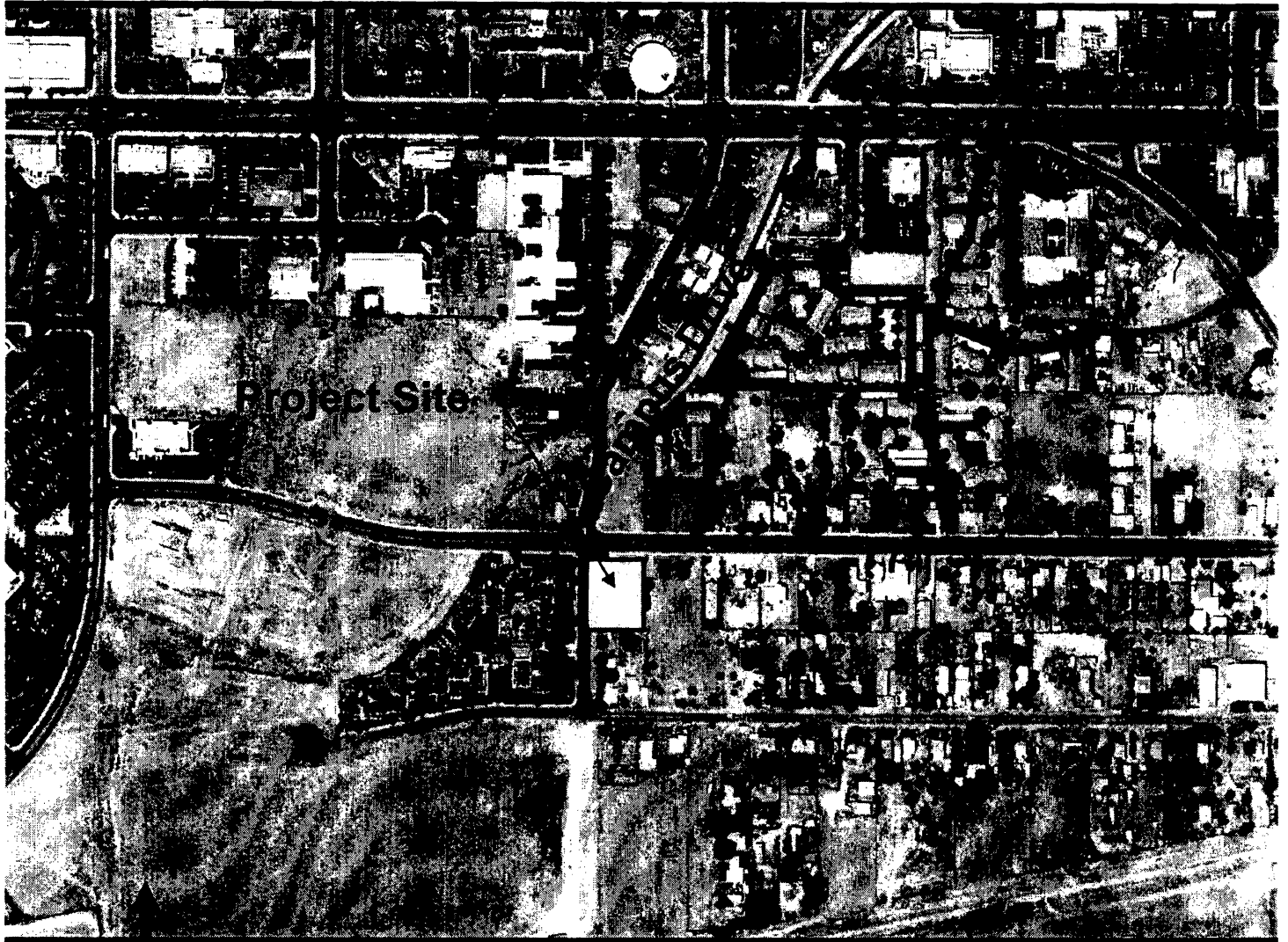
STATE OF CALIFORNIA)
COUNTY OF KINGS)ss.
CITY OF HANFORD)

I, **Karen Madruga**, City Clerk of the City Council of the City of Hanford, do hereby certify the foregoing resolution was duly passed and adopted by the City Council of the City of Hanford at a regular meeting thereof held on the _____ day of _____, 2010.

Dated: _____

City Clerk

Exhibit 'A'



Location Map

General Plan Amendment No. 2009-04

ORDINANCE NO. ____
REZONING APPLICATION NO. 2009-09

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HANFORD
REZONING CERTAIN PROPERTY WITHIN
THE CITY OF HANFORD FROM “PF” PUBLIC FACILITY
TO “OR” OFFICE RESIDENTIAL**

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

Section 1: The following described territory situated in the City of Hanford is hereby rezoned under the terms of Title 17, Chapter 17.66, of the Hanford Municipal Code:

FROM: “PF” Public Facility

TO: “OR” Office Residential

On property described as follows:

Property consisting of approximately 23,000 square-feet located at 1159 W. Seventh Street (APN 012-281-001), as depicted on Exhibit “A” which is attached hereto and made a part hereof.

Section 2: The Council does hereby find as a fact that this Ordinance has been recommended for passage by the Planning Commission of the City of Hanford after public hearing before the Planning Commission after notice required by Section 17.66.050 of the Hanford Municipal Code and Government Code Section 65854. The City Council finds that the project is categorically exempt per Section 15301 of the California Environmental Quality Act Guidelines. The City Council hereby finds that the rezoning is required to achieve the objectives of the zoning regulations as set forth in Section 17.02.020 of the Hanford Municipal Code, and that this Ordinance was introduced by the City Council after public hearing held on the 5th day of January, 2010, at 7:30 p.m. of said day after notice required under the provisions of Section 65856 of the Government Code.

Section 3: This ordinance shall take effect thirty (30) days after its passage, and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage.

Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on the _____ day of _____, 2010, by the following roll call vote:

AYES: Council Member

NOES: Council Member

ABSTAIN: Council Member

ABSENT: Council Member

MAYOR

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

I, **KAREN MADRUGA**, City Clerk of the City of Hanford, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Hanford on the _____ day of _____, 2010, and it was duly passed and adopted at a regular meeting of said City Council held on the _____ day of _____, 2010.

Dated: _____

City Clerk

Exhibit 'A'



Location Map

Rezoning Application No. 2009-09

**CITY OF HANFORD PLANNING COMMISSION STAFF REPORT
PERTAINING TO GENERAL PLAN AMENDMENT NO. 2009-04 and
REZONING APPLICATION NO. 2009-09
December 8, 2009**

Property Owner and Applicant

City of Hanford
319 N. Douty Street
Hanford, CA 93230

PROPOSAL

The City of Hanford proposes to change the general plan designation from Public Facility to Office Residential and change the zone from "PF" to "OR" on property located at the southeast corner of W. Seventh Street and Campus Drive

LOCATION

The property is located at 1159 W. Seventh Street (on the southeast corner of W. Seventh Street and Campus Drive; APN 012-281-001).

ADJACENT LAND USES / ZONING

North:	Vacant, proposed future offices	"OR" Office Residential
South:	Residential	"OR" Office Residential
East:	Vacant	"OR" Office Residential
West:	Senior apartment complex	"RM-2" Multi-Family Residential

PROPERTY CHARACTERISTICS

Area Size:

The area proposed for the general plan amendment is approximately 23,000 square-feet.

Existing Land Use:

The property has a total area of 23,000 square feet. There is an abandoned, condemned house located on the property that is in the process of being removed. The property is not located in a flood plain (Flood Insurance Rate Map Panel No. 06031C0185C, June 16, 2009).

General Plan Designation and Rezoning:

The City of Hanford General Plan designates the property as Public Facility with the corresponding zoning of "PF". This site was designated and zoned to allow the construction of a fire station.

ANALYSIS

GENERAL PLAN AMENDMENT NO. 2009-04/REZONING NO. 2009-09

The project site is designated as Public Facility, which includes uses such as schools, community parks, storm drainage basins and other similar activities conducted on property owned by the County or other State, Federal or local agencies. This 23,000 sq. ft. property was purchased in 2001 to allow for the future development of a fire station to serve west Hanford. However, due to the rapid growth on the west side, a reevaluation of potential fire station locations was conducted in 2006. Matrix Consulting Group, the private consulting firm specializing in all aspects of fire planning for governmental agencies, evaluated the needs of Hanford and determined that Hanford would be better served with: (1) a fire station north of Grangeville Blvd., west of Centennial Drive (Fire Station #3) and (2) a fire station on 12th Avenue, south of Hanford-Armona Road (Fire Station #4). Properties for these stations have been purchased and there is no longer a need for the W. Seventh Street/Campus Drive property.

The public facilities district is intended for application on properties designated for community facilities in the general plan. Designations for this district are intended to indicate the existence of or proposals for facilities which provide certain essential public or quasi-public services. After the property was declared surplus in October the city contacted several public agencies to offer the land for sale. No public agencies chose to purchase the property at the assessed value.

The "OR" designation that is being proposed for the property has been applied to the transitioning residential neighborhood south of West Lacey Blvd., west of 11th Avenue (beginning at the intersection of Garner Avenue and West Lacey Blvd.), north of the San Joaquin Valley Railroad, and east of Campus Drive. This transitional area no longer functions as a conventional single-family neighborhood. Section 17.24.010.B states:

"The office residential district is intended to provide opportunities for the location of professional and commercial offices in close relationship to one another in areas designated for combined professional office uses, and including high density residential uses, by the general plan; to provide adequate space to meet the needs of such offices for off-street parking and loading space; and to protect offices from noise, disturbances, traffic hazards and other objectionable influences which would adversely affect professional and business practices carried on in the offices."

The General Plan Amendment will help to maintain a Business and Professional activity link along West Seventh Street between the Downtown Business District and the Planned Commercial Center development at 12th Avenue and Lacey Blvd (*OBJECTIVE LU 15*). It will also allow more uses of the property and therefore be more desirable to purchase. The city is proposing to designate the property as Office Residential. This land use designation is consistent with the surrounding properties. The proposed General Plan Amendment and Rezoning will encourage desirable infill development in between the future Hanford Community Hospital to the west and transitional land being developed into office and residential uses to the east.

GENERAL PLAN FINDINGS

Notice Finding:

A. **The public hearing on the proposed General Plan Amendment was properly noticed in accordance with state law and the Hanford Municipal Code.** This finding can be made based on the following:

1. Notice of the general plan amendment was mailed to every responsible agency, trustee agency, public agency, and California Native American Indian tribes that would be affected by the proposed project.
2. Property owners within 500 ft. of the amendment area as shown on the last equalized tax assessment were mailed a notice of public hearing at least 10 days prior to the public hearing.
3. Notice of public hearing and environmental assessment was published in the Hanford Sentinel (the newspaper of general circulation) at least 10 days prior to the public hearing.

Evidence: General Plan Amendment No. 2009-04;

Consistency Finding:

B. **The General Plan Amendment is compatible, integrated and internally consistent with existing policies of the General Plan.** This finding can be made based on the following:

1. The review by staff of the proposed general plan amendment with the existing General Plan indicates internal consistency, and that no policy conflicts exist with the text or the land use diagram.
2. Changing the General Plan designation from Public Facility to Office Residential, based on evidence within the staff report, will advance *OBJECTIVE LU 15* by providing for a Business and Professional activity link along West Seventh Street between the Downtown Business District and Planned Commercial Center at 12th Avenue and Lacey Blvd.

Evidence: General Plan Text.

REZONE FINDINGS:

Notice Finding:

A. **The public hearing on the rezone application was properly noticed in accordance with state law and the Hanford Municipal Code.** This finding can be made based on the following:

1. Notice of the rezone application was sent to every responsible agency, trustee agency, and public agency that would be affected by the proposed project.
2. Property owners within 500 ft. of the amendment areas as shown on the last equalized tax assessment roll were mailed a notice of public hearing at least 10 days prior to the public hearing.
3. Notice of public hearing and environmental assessment was published in the Hanford Sentinel (the newspaper of general circulation) at least 10 days prior to the public hearing.

Evidence: Rezone Application File; Affidavit of Publication.

Consistency Finding:

B. **The amendment to the Zone Map as set forth in Rezone Application No. 2009-09 is compatible, integrated and internally consistent with the existing policies of the Hanford General Plan and as amended by General Plan Amendment No. 2009-04.** This finding can be made based on the following:

1. The General Plan Amendment changes the designation of the area from "PF" Public Facility to "OR" Office Residential.
2. The rezone will be consistent with General Plan Amendment No. 2009-04.
3. The rezone is consistent with existing General Plan policies that indicate the City will maintain a Business and Professional activity link along West Seventh Street between the Downtown Business District and the Planned Commercial Center development at 12th Avenue and Lacey Blvd.

Evidence: General Plan Amendment No. 2009-04; Hanford Zoning Ordinance.

Purpose and Objective Findings:

C. **The amendment to the Zoning Ordinance and Zone Map as set forth in Rezoning Application No. 2009-09 will achieve the purpose and objectives of the City of Hanford zoning regulations, which are to preserve, protect, and promote the public health,**

safety, peace, comfort, convenience, prosperity and general welfare of the residents of the City of Hanford. This finding can be made based on the following:

1. The proposal will provide a zone plan to guide the physical development of the city in such a manner as to achieve progressively the general arrangement of the land uses described and depicted in the General Plan.
2. The proposal will foster a wholesome, serviceable, and attractive living and working environment.
3. The proposal assists in fostering beneficial development by infilling vacant land and appropriately locating office or residential uses.

Evidence: Staff Report, General Plan and Zoning Ordinance.

PUBLIC COMMENTS

Noticing of the project was published in the newspaper on November 27, 2009, and mailed to property owners within 500 ft. of the project site on November 25, 2009. The Community Development Department has not received any written comments on the proposed project as of the date of this report.

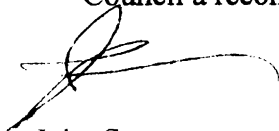
ENVIRONMENTAL ASSESSMENT

The General Plan Amendment and Rezone Application are considered categorically exempt from the requirements of the California Environmental Quality Act by Section 15301 of the CEQA Guidelines because the location meets the requirements of Section 15301.

RECOMMENDATIONS

Staff recommends that the Planning Commission make the appropriate findings and take the following actions:

- A. Pursuant to Government Code Section 65354, forward to the City Council a recommendation that General Plan Amendment No. 2009-04 be approved.
- B. Pursuant to Section 17.66.060 of the City of Hanford Zoning Ordinance, forward to the City Council a recommendation that Rezone Application No. 2009-09 be approved.



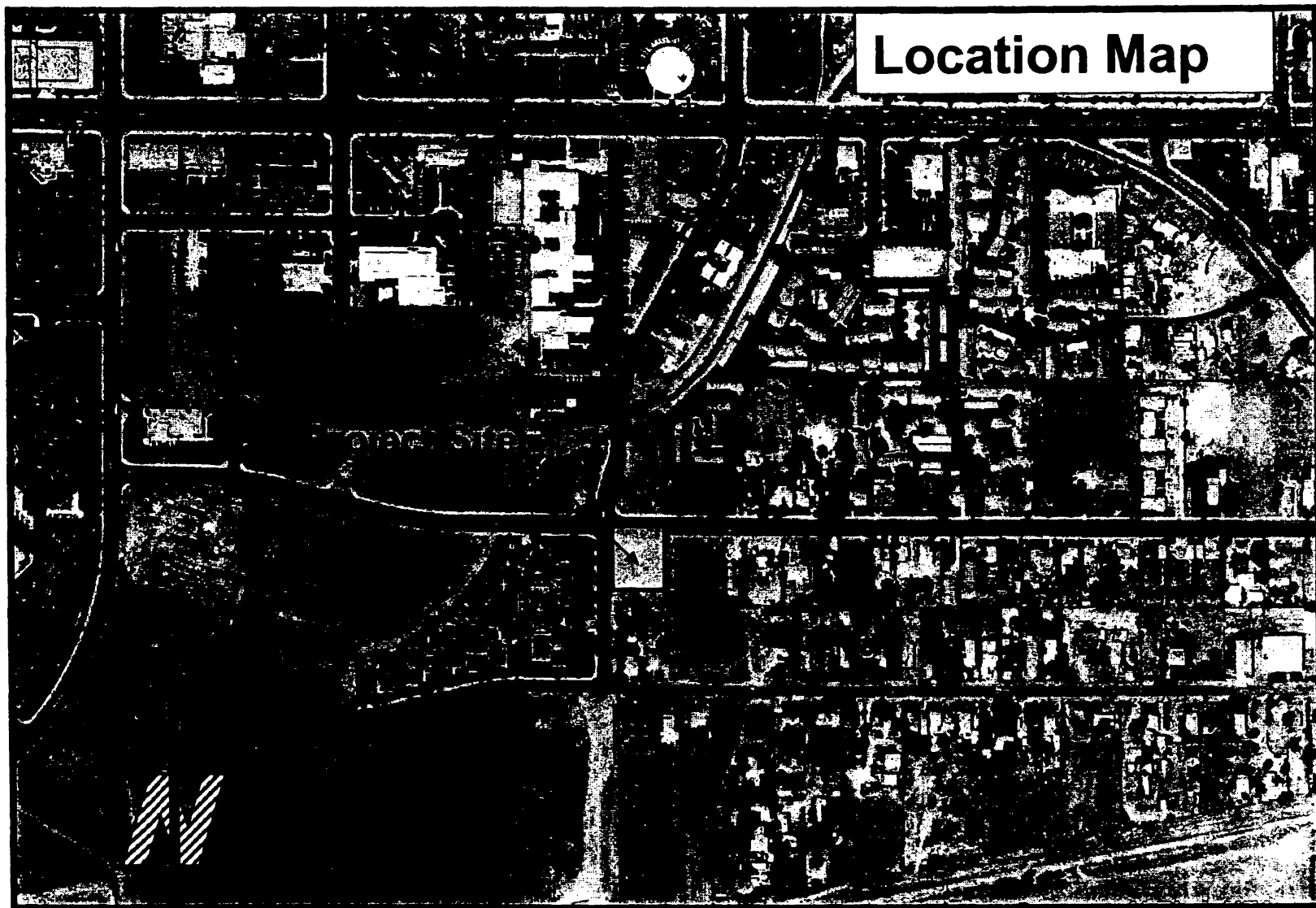
John Stowe,
Senior Planner



Cathy Cain
Interim Planning Manager



Hilary M. Straus
Deputy City Manager



General Plan Amendment No. 2009-04 and Rezoning Application No. 2009-09 filed by the **City of Hanford**, proposing to amend the general plan designation from Public Facilities to Office Residential and change the zone from "PF" to "OR" for property located at 1159 W. Seventh Street (southeast corner of W. Seventh Street and Campus Drive).

NOTICE OF EXEMPTION

TO: ☐ Office of Planning Research
400 Tenth Street, Room 121
Sacramento, CA 95814

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

FROM: ☒ City of Hanford
317 N. Douty Street
Hanford, CA 93230

Project Title: General Plan Amendment No. 2009-04 and Rezoning Application No. 2009-09

Project Location: The property is located at 1159 W. Seventh Street (on the southeast corner of W. Seventh Street and Campus Drive; APN 012-281-001).

Description of Project: The City of Hanford proposes to change the general plan designation from Public Facilities to Office Residential and change the zone from "PF" to "OR" on property located at the southeast corner of W. Seventh Street and Campus Drive.

Name of Public Agency Approving Project: City of Hanford

Name of Person or Agency Carrying Out Project: City of Hanford, 317 N. Douty Street, Hanford, CA 93230 (559) 585-2579

Exempt Status (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a);
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c);
- ☒ **Categorical Exemption** State type and section number: Section 15301
- ☐ Statutory Exemptions State code number:
- ☐ General Exemption (Sec. 15061 (b)(3))

Reasons why project is exempt: The General Plan Amendment and Rezone Application are considered categorically exempt from the requirements of the California Environmental Quality Act by Section 15301 of the CEQA Guidelines because the location meets the requirements of Section 15301.

Lead Agency City of Hanford, 317 N. Douty Street, Hanford, CA 93230

Contact Person: John Stowe, Senior Planner **Area Code./Telephone/ext** (559) 585-2579

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?
☐ Yes ☐ No

Signature: _____ **Date:** _____ **Title:** Senior Planner

☒ Signed by Lead Agency
☐ Signed by Applicant

Date received for filing at OPR: N/A

RESOLUTION NO. 2009-27

**RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF HANFORD RECOMMENDING
APPROVAL OF AN AMENDMENT TO
THE LAND USE ELEMENT OF THE GENERAL PLAN
General Plan Amendment No. 2009-04**

At a regular meeting of the Planning Commission of the City of Hanford duly called and held on December 8, 2009, at 7:00 p.m., it was moved by Commissioner **HAM**, and seconded by Commissioner **BEARD**, and duly carried, that the following resolution be adopted:

WHEREAS, an application filed by the City of Hanford for General Plan Amendment No. 2009-04 requesting a General Plan Amendment to change the land use designation from Public Facility to Office Residential was presented to the City of Hanford Planning Commission; and

WHEREAS, the property which is the subject of the General Plan Amendment is located at 1159 W. Seventh Street (on the southeast corner of W. Seventh Street and Campus Drive; APN 012-281-001), Hanford, California as depicted in Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, the City of Hanford Planning Commission, at its regularly scheduled meeting on December 8, 2009, held a public hearing and received testimony and evidence regarding the proposed General Plan Amendment; and

WHEREAS, the proposed amendment is exempt from environmental review under Section 15301 of the California Environment Quality Act, and

WHEREAS, on the basis of the application for the amendment to the General Plan, the documentation and information provided in the staff report and the evidence and testimony submitted at the public hearing, the Planning Commission for the City of Hanford hereby makes the following findings:

1. That the public hearing for the proposed general plan amendment was properly noticed in accordance with state law and the Hanford Municipal Code.
2. That the proposed general plan amendment is compatible, integrated and internally consistent with existing policies of and with the Hanford General Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City of Hanford Planning Commission hereby recommends that the City Council of the City of Hanford approve General Plan Amendment No. 2009-04.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Hanford held on the 8th day of December 2009, by the following vote:

VOTING:

AYES: COMMISSIONERS **HAM, BEARD, IRWIN, JENNINGS, NABORS**
NOES: COMMISSIONERS **NONE**
ABSTAIN: COMMISSIONERS **NONE**
ABSENT: COMMISSIONERS **SANDS, ESCOBAR**

I, **HILARY M. STRAUS**, Secretary of the Planning Commission of the City of Hanford, do hereby certify the foregoing resolution was duly passed and adopted by the Planning Commission of the City of Hanford at a regular meeting thereof held on the 8th day of December, 2009.



Hilary M. Straus, Secretary

CITY OF HANFORD PLANNING COMMISSION RESOLUTION NO. 2009-28
PERTAINING TO
REZONE APPLICATION NO. 2009-09
Filed by: City of Hanford

At a regular meeting of the Planning Commission of the City of Hanford duly called and held on December 8, at 7:00 p.m., it was moved by Commissioner **HAM**, and seconded by Commissioner **BEARD**, and duly carried, that the following resolution be adopted:

WHEREAS, Rezone Application No. 2009-09, filed by the City of Hanford requesting a zone change of certain real property from "PF" Public Facility to "OR" Office Residential was presented to the City of Hanford Planning Commission; and

WHEREAS, the real property which is the subject of this rezone application, is located at 1159 W. Seventh Street (on the southeast corner of W. Seventh Street and Campus Drive; APN 012-281-001), Hanford, California as depicted in Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, the City of Hanford Planning Commission, at its regularly scheduled meeting on December 8, 2009, held a public hearing and received testimony and evidence regarding the proposed rezone application; and

WHEREAS, the proposed application is exempt from environmental review under Section 15301 of the California Environment Quality Act; and

WHEREAS, on the basis of the rezone application, the documentation and information provided in the staff report and the evidence and testimony submitted at the public hearing, the Planning Commission for the City of Hanford hereby makes the following findings:

1. That the public hearing for the rezone application was properly noticed in accordance with state law and the Hanford Municipal Code.
2. That the amendment to the Zoning Ordinance and Zone Map as set forth in Rezone Application No. 2009-09, is compatible, integrated and internally consistent with existing policies of the Hanford General Plan as amended by General Plan Amendment No. 2009-04.
3. The amendment to the Zoning Ordinance and Zone Map as set forth in Rezone Application No. 2009-09 will achieve the purpose and objectives of the City of Hanford zoning regulations, which are to preserve, protect, and promote the public health, safety, peace, comfort, convenience, prosperity and general welfare of the residents of the City of Hanford.

NOW, THEREFORE, BE IT RESOLVED, that the City of Hanford Planning Commission hereby recommends that the City Council of the City of Hanford approve Rezone Application No. 2009-09.

BE IT FURTHER RESOLVED, that the action of this Commission be recommended to the City Council under provision of Section 17.66.060 and Section 17.66.070 of the Hanford Municipal Code.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Hanford held on the 8th day of December 2009, by the following vote:

VOTING:

AYES: COMMISSIONERS **HAM, BEARD, IRWIN, JENNINGS, NABORS**
NOES: COMMISSIONERS **NONE**
ABSTAIN: COMMISSIONERS **NONE**
ABSENT: COMMISSIONERS **SANDS, ESCOBAR**

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

I, **HILARY M. STRAUS**, Secretary of the Planning Commission of the City of Hanford, do hereby certify the foregoing resolution was duly passed and adopted by the Planning Commission of the City of Hanford at a regular meeting thereof held on the 8th day of December 2009.



Hilary M. Straus, Secretary

City of H A N F O R D

CALIFORNIA 93230
CITY OFFICES 317 NORTH DOUTY STREET



MAYOR
DAN CHIN

VICE MAYOR
SUE SORENSEN

COUNCIL MEMBERS
DAVID G. AYERS
JOAQUIN D. GONZALES
DAVE THOMAS

CITY MANAGER
GARY W. MISENHIMER

January 5, 2010

TO: City Manager/City Council

FROM: Housing Specialist

SUBJECT: Housing Rehabilitation Program Administrator Selection

RECOMMENDATION

Staff recommends that the City Council, by motion, execute an agreement with Willdan Engineering to administer the City's Housing Rehabilitation Program and authorize the City Manager or his designee, to execute the contract in the not to exceed amount of \$68,000, and any related documents on behalf of the City of Hanford.

DISCUSSION:

In an effort to preserve the City's existing housing stock and promote decent, safe housing, the City of Hanford offers a housing rehabilitation program. Through this program, loans and/or grants are offered to qualifying Hanford homeowners for home repairs, with the emphasis being the elimination of health and safety hazards. The City utilizes various funding sources such as HOME, CalHome, CDBG Entitlement and program income funds to fund the program.

The City partners with a housing consultant to implement the City's housing rehabilitation program and administer the various grant dollars associated with the program. This partnership has resulted in nearly 200 houses being rehabilitated in Hanford since 1985.

The tasks of the housing consultant include, but are not limited to, screening the applicant's eligibility, performing the initial walk-through of the home and determining the work needed, procuring the services of a qualified contractor and overseeing the construction work and progress payments. Other tasks include, but are not limited to, preparing the environmental review record for each potential property and preparing quarterly and annual reports, as required HCD and/or HUD.

The contract with Central Valley Christian Housing (CVC Housing) expired on December 31, 2009. Therefore, staff mailed out a Request for Proposal (RFP) soliciting proposals from qualified housing consultants to administer the City's Housing Rehabilitation Program. The RFP invited consultants with prior grant administration and housing rehabilitation experience to apply. The awarded consultant will enter into a Three Year Agreement for Services, as allowed by HCD and HUD. The City received proposals from five consultants. A scoring system was utilized by staff to rate and rank all proposals. The proposal submitted by Willdan Engineering scored the highest, having demonstrated the capability and experience to meet the tasks outlined in the RFP.

About Willdan Engineering:

Willdan Engineering has extensive experience in providing a wide range of housing services to agencies across California. These services include, but are not limited to, procuring grants and other forms of funding from HCD and HUD, conducting a wide range of studies including housing element updates and administering various housing programs, including a housing rehabilitation program.

Willdan has considerable experience in HOME and CDBG program management. The consulting firm is highly recommended by the agencies contacted through the rating and ranking process.

Because of their knowledge and experience in the field of housing rehabilitation program administration and state and federal regulations, staff recommends the selection of Willdan Engineering to implement the City's Housing Rehabilitation Program. Accompanying this staff report as Attachment A is the Agreement for Services.

SUPPORT OF COUNCIL GOALS:

- Financially sound City providing quality services
- Quality revitalization, redevelopment and development

IMPACT ON BUDGET:

The beginning consultant budget is not to exceed \$68,000 of CDBG Entitlement funding, allocated from the City's 2009-2010 Action Plan for housing rehabilitation and administration. Of this amount, up to \$20,000 is allowed for program administration and up to \$48,000 is allowed for loan packaging or related activity delivery costs. The actual payment to Willdan is based on the number of houses rehabilitated and is subject to HCD and HUD limits. The proposed amounts are within HUD's limits for this type of activity. Additional budget funding is contingent upon the City receiving a state or federal award. At no time shall the amounts for administration, activity delivery and rehabilitation costs exceed the amounts allowed by HCD or HUD.

Respectfully submitted,



Lori Saldaña
Housing Specialist

Reviewed by,



Barbara McCurdy Marty
Economic Development Manager

Reviewed by,



Hilary M. Straus
Deputy City Manager

ATTACHMENT “A”

AGREEMENT FOR PROFESSIONAL SERVICES FOR THE IMPLEMENTATION OF A HOUSING REHABILITATION PROGRAM

This Agreement for Professional Services (“Agreement”) is made and entered into this 6th day of January, 2010, by and between the CITY OF HANFORD, a Municipal Corporation referred to as CITY (“City”) and Willdan Engineering, referred to as CONSULTANT (“Consultant”).

RECITALS

A. Consultant represents to City that it is specially trained, experienced, licensed and competent to perform the services which will be required by this Agreement; and

B. Consultant represents to City that it possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

D. City utilizes HOME, CalHOME, and CDBG Entitlement funds and any other funding sources made available by HCD and/HUD to assist low income persons to rehabilitate homes through the city’s housing rehabilitation program, hereinafter referred to as “Program”.

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

1. **Retention of Consultant.** Subject to the terms and conditions set forth herein, City retains Consultant to perform the services identified in this Agreement, as an independent contractor and Consultant hereby accepts this independent contractor appointment.

2. **Scope of Services.** The Consultant shall perform the services described as Tasks in the Scope of Work, attached hereto and made a part hereof and identified as Exhibit “A”, in accordance with all the provisions of this Agreement. All of the services identified in the Scope of Work listed below shall hereinafter be collectively referred to as “Services”. Consultant shall correct any and all errors and/or omissions in the performance of the Services and any documents resulting therefrom even though City has accepted said Services or documents. Such corrections shall be made by Consultant upon City’s request and at no cost or expense to City.

3. **Term.** The Services of the Consultant are to commence upon execution of this Agreement and shall continue until said funds are expended or January 6, 2013, whichever occurs first.

4. **Budget.** The beginning consultant's budget is SIXTY EIGHT THOUSAND AND 00/100 DOLLARS (\$68,000.00) of CDBG Entitlement Funds. In no event shall the expenditures exceed SIXTY EIGHT THOUSAND AND 00/100 DOLLARS (\$68,000.00) without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment. Said funds shall be expended as follows:

Figure 1: Beginning Housing Rehabilitation Budget

General Administration	up to \$	20,000
Activity Delivery Costs	up to \$	48,000
Total Not to Exceed Consultant Budget	\$	68,000
Rehabilitation Costs	\$	152,000
TOTAL REHABILITATION BUDGET	\$	220,000

Additional program funding is contingent upon the City of Hanford receiving an actual award of funds from HOME, CalHome or CDBG Entitlement and/or any other funding agency. Throughout the duration of this contract, as funds become available, a new budget will be incorporated as an "Amendment to Contract". At no time shall the amounts for administration, activity delivery and rehabilitation costs exceed the amounts allowed by HCD or HUD.

Actual payment to the consultant is based on the number of rehabilitation jobs accomplished, utilizing the formula below:

Formula for Payment per Housing Rehabilitation Project

ACTIVITY	HCD	HUD
Administration	2.5% of total program budget amount	10% of total program budget amount
Activity Delivery	Up to 24% of the loan amount	Up to 24% of the loan amount
Rehabilitation	Up to \$90,000 per household	Up to \$90,000 per household

5. **Method of Payment.** The CITY shall pay CONSULTANT a sum not to exceed \$68,000 for the services provided pursuant to this Agreement subject to the following conditions:

a. Housing Rehabilitation

i. up to \$20,000 of Project funds will be spent only for CONSULTANT'S general administration.

ii. up to \$48,000 of Project funds will be spent only for loan packaging/construction monitoring or related activity delivery by CONSULTANT, as allowed by the HCD/HUD and approved by the City.

b. General Conditions

i. CITY reserves the right to add funds to this Agreement in order to fully expend Program Income prior to drawing down grant funds, as required the United States Department of Housing and Community Development (“HCD”).

ii. All changes in the Housing Rehabilitation Program budgets will be subject to the constraints published by HCD/HUD in association with this Agreement, or the latest amendment thereto. In such cases, CONSULTANT shall be entitled to receive compensation for Activity Delivery and General Administration expenses according to the applicable rates.

iii. The compensation to be provided to CONSULTANT under this Agreement will be reduced due to any inability to provide services, whether such an inability is due to CONSULTANT activities or other activities or circumstances beyond the control of CONSULTANT.

iv. CITY must approve all budget changes in writing prior to any budget adjustment or amendment with the exceptions of increases in funding from Program Income.

v. By the fifteenth (15th) day of the second (2nd) month of the project and monthly thereafter, CONSULTANT shall submit monthly invoice statements stating the services provided and the actual costs of the previous month.

vi. All invoices will be submitted through the Community Development Department for approval prior to payment by the City of Hanford. Invoices shall be in the form and contain the information requested by the CITY and shall be subject to approval by the CITY. CITY will endeavor to make payments within thirty (30) days of receipt of approved invoice. CITY will endeavor to notify the CONSULTANT of any objections, questions, or complaints regarding any particular invoice or if the CITY discovers an invoice that has an error, within fifteen (15) days of receipt of such invoice or discovery of the error. If the CITY determines that any amounts were improperly billed and/or paid to the CONSULTANT, or CONSULTANT was improperly underpaid, adjustments by such amounts may be made in the payment on the current or a later invoice. CONSULTANT shall be entitled to an explanation of any such adjustments upon request. No interest or penalties shall accrue for late payments.

vii. All funds shall be expended one month (1) prior to the final expenditure date of Standard Agreement.

6. **Extra Work.** At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Services, but which the parties did not reasonably anticipate would be necessary on the date of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.

7. **Termination.** This Agreement may be terminated by the City immediately and without notice for cause or by City without cause upon **thirty (30)** days’ written notice of termination to Consultant. Upon termination, Consultant shall be entitled to compensation for

Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, City may withhold compensation due Consultant in order to reimburse City for any losses, damages or expenses caused by Consultant's default under this Agreement.

8. **Ownership of Documents.** All documents and other writings and electronic disks containing drawings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

However, the City's use of completed documents for other projects and/or the use of uncompleted documents without the written authorization of Consultant, will be at the City's sole risk.

9. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for City to use, modify, reuse or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data electronic or otherwise recorded on computer diskettes which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted non-exclusive and perpetual license for any Documents and Data the subcontractor prepared under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purpose intended by this Agreement shall be at City's sole risk.

10. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name, insignia, photographs, or the project for which Consultant's Services are rendered, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent by City.

11. **Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff

or termination. Consultant shall also comply with all relevant provisions of City's programs or guidelines currently in effect or hereinafter enacted regarding equal opportunity employment.

12. **Insurance Requirements.**

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

i. Workers Compensation Coverage. Consultant shall maintain Worker's Compensation Insurance or Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Consultant shall require each subconsultant 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 subconsultant'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. 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.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit identified in this paragraph.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the Services to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's Services under this Agreement, whether such Services be by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and which are licensed to conduct business in California, and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers shall be covered as additional insured on all such policies of insurance

with respect to liability arising out of Services performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such Services or operations.

ii. These 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.

iii. 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 insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or volunteers.

v. 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.

vi. 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.

vii. The general liability insurance coverage shall be at least as broad as Insurance Services Office commercial general liability coverage (occurrence form CG0001 1188). The automobile liability insurance coverage shall be at least as broad as Insurance Services Office form number CA 0001 0692 Code 1 (any auto).

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance and amendatory endorsements affecting coverage to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on the date of execution of this Agreement by Consultant. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. City reserves the right to require and Consultant shall provide within five (5) days of City's request, complete certified copies of all insurance policies and endorsements affecting coverage which are required by this Agreement.

13. Indemnification. Consultant agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or anyway related to Consultant, or its employees, agents and subcontractor's willful acts, negligent acts or omissions in the performance of the Services and Consultant'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 indemnification shall survive the termination of this Agreement.

14. **Independent Contractor Status.** It is understood and agreed that Consultant, in the performance of the Services to be performed pursuant to this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no retirement benefits or other benefits which accrue to City's employees and Consultant hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between City and Consultant.

15. **Consultant's Books and Records.**

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, and/or the records retention requirements of the United States Department of Housing and Community Development ("HCD") or HUD, from the date of final payment to Consultant under this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City. Copies of such documents shall be provided to the City for inspection at the City offices.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in the City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. **Interest of Consultant.** Consultant (including principals, associates and employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's Services hereunder. Consultant further covenants and represents that in the performance of the Services hereunder, no person having any such interest shall perform any Services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. FPPC Reg.18700 (aX2).)

17. **Professional Ability of Consultant.** City has relied upon Consultant's representations regarding its training and ability to perform the Services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled personnel to perform all Services under this Agreement. The primary provider of the Services called for by this Agreement shall be WILLDAN ENGINEERING, who shall not be replaced without the written consent of the City. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent persons in Consultant's field of expertise.

18. **Compliance with Laws.** Consultant shall use the proper standard of care in performing the Services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations. In addition, if the request for proposal to provide professional services which are the subject of this Agreement cited any federal or state financial assistance involved in the project for which the Services are provided, the Consultant shall perform all services in accordance with all applicable federal and state laws, rates and regulations.

19. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to lawfully and competently perform the Services. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to lawfully and competently perform the Services. Consultant shall maintain a City of Hanford business license.

20. **Assignment and Subcontracting.** The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City, which consent may be withheld in the sole and absolute discretion of City. Consultant shall not subcontract any portion of the Services to be performed under this Agreement 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, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall: (1) create any contractual relationship between City and subcontractor; (ii) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; (iii) or relieve Consultant of any of its obligations and responsibilities under this Agreement.

21. **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related

to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Kings, State of California for any proceeding arising hereunder.

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

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

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

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

26. **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

27. **Mediation.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

28. **Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or result from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. **Conflict of Interest.** Consultant agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or

appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including Consultant for this purpose, from the making of any decision on behalf of City in which such officer, employee or consultant has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant participates in or influences any City decision which has the potential to confer any pecuniary benefit on Consultant or any business firm in which Consultant has an interest, with certain narrow exceptions. Consultant agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the City designated representative and provide all information needed for resolution of this question.

30. **Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

31. **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, property addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

CITY:

Hilary M. Straus
Deputy City Manager
City of Hanford
319 North Douty Street
Hanford, CA 93230
(559) 585-2521

With A Copy To:

Lori Saldaña
Housing Specialist
City of Hanford
317 North Douty Street
Hanford, CA 93230
(559) 585-2587
Fax No: (559) 583-1633

CONSULTANT:

Doug Wilson
Willdan Engineering
2014 Tulare Street, Suite 515
Fresno, CA 93721
(559) 443-5290
Fax No. (559) 485-8048

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

By: _____
Gary W. Misenhimer, City Manager

CONSULTANT

By: _____

Its: _____

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

**EXHIBIT “A”
CONSULTANT’S PROPOSAL
SCOPE OF SERVICES**

October 30, 2009

Ms. Lori Sandaña
Housing Specialist
City of Hanford
Community Development Department
317 N. Douty Street
Hanford, CA 93230

Subject: Proposal to Implement the City's Housing Rehabilitation Program

Dear Ms. Saldaña:

Willdan Engineering (Willdan) is pleased to submit this proposal to implement the City of Hanford's Housing Rehabilitation Program and administer CDBG entitlement, HOME and CalHome grants, and Program Income used to fund the City's Housing Rehabilitation Program activities.

We believe that our firm is particularly well qualified to provide the administrative services being sought by the City of Hanford for the following reasons:

- **Proven Experience** - Willdan has extensive experience in providing a wide range of housing services to agencies across California. We have administered all aspects of the Home Investment Partnerships (HOME) and Community Development Block Grant (CDBG) programs for municipalities and are operating CDBG, HOME, or redevelopment tax increment funded residential rehabilitation programs in a number of cities. Our community development specialists have procured grants and other forms of funding from the Federal Department of Housing and Urban Development (HUD) and the State Department of Housing and Community Development (HCD) for a variety of purposes, including residential rehabilitation, first-time homebuyer assistance, new housing construction, and rental assistance.
- **Capabilities** - Willdan is a multidisciplinary firm capable of providing the full range of housing-related services being sought by the City, including the technical skill and management ability required for this assignment.
- **Corporate Resources** - Due to the size, breadth, and depth of our staff, Willdan can assure the availability of qualified personnel to administer the City's housing rehabilitation activities. By designating project team members who bring their specialized skills to each assignment, we can commit the personnel resources necessary to complete assignments within stipulated deadlines and established budgets.
- **Close Coordination with City Staff** - Willdan prides itself on maintaining a close liaison with our client's staff throughout the duration of a project. We view and conduct ourselves as serving as an extension of City staff and place emphasis on the personal service provided by our staff members. This effective communication helps to ensure that work products meet our client's expectations.

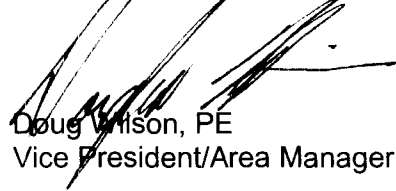
- **Credentials and Expertise** - Our staff is highly accomplished in their respective disciplines and, as an indication of this, has earned various professional credentials such as Licensed Contractor and ICC Certified Building Official and Building Inspector. Our staff also possesses specialized expertise necessary for the overall administration of state and federally-funded housing rehabilitation programs, including cost estimating, contract administration, construction management, and bilingual translation.
- **Local Familiarity** – Due to our long-term involvement in providing engineering, building and safety, and community development services to San Joaquin Valley communities, Willdan is quite familiar with the housing issues and needs facing Valley communities. This is particularly true in the case of Hanford, since one of the members of our team to be assigned to the City is a resident of the City.
- **Quality of Service** - All assignments undertaken by Willdan are carried out with the utmost care and diligence. Our team offers a history of exemplary service and a depth of technical resources unequaled by our competitors in the field of community development. As evidenced by our experience and proven performance, we are committed to setting a new standard in the delivery of community development services.

We believe our proposal is fully responsive to your Request for Proposal (RFP) and that the services being offered by Willdan will fulfill the City's needs in a comprehensive, well-integrated, and cost-effective manner. We are prepared to perform all of the tasks associated with the Scope of Services identified in your RFP for the fees stipulated in the Budget section of your RFP.

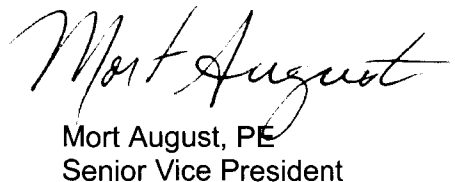
We appreciate the opportunity to submit this proposal and look forward to the possibility of providing Housing Rehabilitation Consulting Services to the City of Hanford. If you have any questions regarding this proposal, please contact Mr. Doug Wilson, our San Joaquin Valley Area Manager and the person authorized to negotiate a contract, at (559) 443-5290 (extension 1661) or dwilson@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING



Doug Wilson, PE
Vice President/Area Manager - San Joaquin Valley



Mort August, PE
Senior Vice President



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Description of Firm

Willdan is a multidisciplinary consulting firm that provides a full range of engineering, building and safety, community development, urban planning, and landscape architecture services to governmental agencies through its network of regional offices. Clients include municipalities, counties, special districts, state governments, the federal government, and other public agencies. Since its establishment in 1964, Willdan has expanded in size, location, and service capabilities. Willdan's mission is to provide quality services in the most effective and efficient manner. Willdan is a California corporation and is not a small, minority-owned, and/or woman-owned business.

The firm's primary service capabilities in the field of community development include the following:

- Grant Applications
- Grant Administration
- Housing Rehabilitation
- Commercial Revitalization
- Housing Studies
- Federal Labor Standards Compliance Monitoring
- Construction Management
- Affordable Housing Program Design and Implementation

This proposal is being submitted by our Fresno office, which is located at 2014 Tulare Street, Suite 515, Fresno, CA 93721. The contact person is Mr. Doug Wilson. He can be reached at (559) 443-5290 (extension 1661), fax (559) 485-8048, or e-mail dwilson@willdan.com.

Qualifications and Experience

Willdan has extensive experience in providing a variety of housing services to agencies across California. We have administered all aspects of the HOME and CDBG programs for municipalities and are operating CDBG, HOME, and/or redevelopment tax increment funded residential rehabilitation programs in a number of cities. Our community development specialists have procured grants and other forms of funding from HUD and HCD for a variety of purposes, including residential rehabilitation, first-time homebuyer assistance, new housing construction, and rental assistance. Our staff has also conducted a wide range of housing studies, including inventories and analyses of potential housing sites, housing element updates, and affordable housing strategies. Willdan's experience has provided its staff with considerable expertise in HOME/CDBG program management and in implementing many types of HOME/CDBG funded projects in communities with different and sometimes unique needs.

Housing Rehabilitation Programs

Willdan has extensive experience in administering and operating HOME/CDBG funded housing rehabilitation programs for public agencies throughout California. The agencies that the firm has served range from small cities that receive their CDBG/HOME funds through HCD to Urban County Participating Cities and Metropolitan Entitlement Communities. Over the past 26 years, Willdan has assisted 50 agencies across the state. In many cases, we have assisted the local jurisdiction in initially securing the grant funding for the housing rehabilitation program that we subsequently administer. While the average budget for the programs we have administered has been approximately \$500,000, the largest program we have operated is the City of Santa Monica's Multi-Family Earthquake Repair Loan Program. This program was capitalized with \$25,000,000 and \$8,000,000 in CDBG and HOME funds, respectively. The cities that we are currently assisting with HOME/CDBG-funded housing rehabilitation activities are Calimesa, Greenfield, Tehama, Westlake Village, and Woodland. In addition, we are currently assisting the Cities of Irwindale and Bell Gardens with the administration of redevelopment agency funded housing rehabilitation programs.

Loan and Construction Experience

Willdan has considerable experience in packaging and processing housing rehabilitation loans and in managing construction on housing rehabilitation projects. Over the past 26 years, Willdan has handled the packaging and processing of housing rehabilitation loans for nearly 40 California communities using HOME, CDBG, and/or redevelopment set-aside funds. During this same period, the firm has managed housing rehabilitation construction activity in 51 California communities. The rehabilitation projects that we have managed have ranged from single-family homes and mobile homes to a multi-

story, 86-unit apartment complex. In rehabilitating thousands of housing units across the state, our staff has been responsible for:

- Determining the eligibility and credit worthiness of applicants
- Preparing work write-ups and cost estimates
- Assisting with contractor bidding and selection
- Making recommendations to loan committees
- Packaging and processing loan documents
- Overseeing the work of owner-builders in the case of self-help projects
- Conducting progress inspections and coordinating the disbursement of progress payments through project completion

Experience with Mobile Homes

Willdan has worked extensively with the rehabilitation of mobile homes using HOME/CDBG funds. Willdan has performed mobile home rehabilitation in the Cities of Calimesa, Westlake Village, Thousand Oaks, Carson, and Clearlake and the County of Placer. In some instances, the rehabilitation activity has actually involved the replacement of aged, deteriorated units with new manufactured homes.

Past Performance and Accomplishments

During the past 26 years, Willdan has rehabilitated thousands of housing units in communities across California. We pride ourselves on our proven track record of carrying out housing rehabilitation programs within established schedules and budgets. All state HOME and CDBG-funded housing rehabilitation programs that Willdan has administered have been completed within the timeframes stipulated in HCD's standard agreements. In addition, costs for our general administrative and activity delivery services have often been less than the maximum amounts allowed for such services by HCD and HUD, thereby allowing a greater percentage of the overall grant to be expended on actual physical improvements to units. In many cases, the goals that were established have been met, and even exceeded, in terms of the number of units to be rehabilitated. As evidence of our performance, the Cities of Paramount and Rosemead received national distinction for their use of CDBG funds in the form of HUD Best Practices Awards.

Recent HOME/CDBG Experience

As requested, examples of HOME/CDBG-funded assignments carried out over the past three years are:

Project: HOME Grant

Client: City of Greenfield

Description of Work: Willdan is currently assisting the City with the operation of a HOME-funded, owner-occupied housing rehabilitation program. The program is being funded with an \$800,000 HOME grant awarded the City by HCD.

Project: HOME and CDBG Grants

Client: City of Woodland

Description of Work: Willdan has assisted with the general administration of the City's CDBG and HOME grants and is currently operating a CDBG-funded housing rehabilitation program, as well as an associated lead-based paint abatement program and performing federal labor standards compliance for HOME/CDBG-funded public works projects, non-profit-owned facility improvements, and affordable housing projects.

Project: CDBG General Allocation and P/TA Grants

Client: City of Tehama

Description of Work: Willdan has administered multiple CDBG-funded Housing Rehabilitation Programs for the City and performed federal labor standards compliance for CDBG-funded community facility improvements. Willdan has also conducted a series of CDBG P/TA-funded housing studies for the City. These studies included a citywide unit-by-unit housing conditions survey, a household income survey, and an investigation of techniques to reduce housing costs for lower-income residents of the City.

Project: CDBG General Allocation and HOME Grants

Client: City of Calimesa

Description of Work: Willdan assisted City staff in successfully applying for \$700,000 in state CDBG General Allocation funds for the continued operation of a housing rehabilitation program and the purchase of land for a neighborhood park. Willdan subsequently operated the housing rehabilitation program and assisted with the implementation of the parkland acquisition project and the general administration of the grant. Willdan has also been assisting with the operation of a \$508,400 HOME grant-funded housing rehabilitation program.

Project: HOME Grant

Client: City of Artesia

Description of Work: Willdan prepared a successful application for \$600,000 in state HOME funds for the operation of an owner-occupied housing rehabilitation program and subsequently operated the program and performed the general administration of the grant.

Project: HOME Grant

Client: City of Marysville

Description of Work: Willdan prepared a successful application for \$600,000 in state HOME funds for the operation of owner-occupied housing rehabilitation and first-time homebuyer programs and, then, subsequently operated the programs and performed the general administration of the grant. Willdan also prepared a successful application for an additional \$600,000 in state HOME funds for the continued operation of the housing rehabilitation program.

A more complete listing of Willdan's community development experience is provided on the pages that follow.

Willdan Engineering COMMUNITY DEVELOPMENT EXPERIENCE							
CLIENT	SUCCESSFUL GRANT APPLICATIONS	CDBG/HOME ADMINISTRATION	RENTAL ASSISTANCE	FIRST-TIME HOMEBUYER	RESIDENTIAL REHABILITATION	COMMERCIAL REHABILITATION	ECONOMIC DEVELOPMENT & REDEVELOPMENT
City of Agoura Hills	•	•					
City of Alhambra					•	•	
City of Anaheim*	•	•	•				•
Town of Apple Valley					•		
City of Arcadia					•		
City of Artesia	•	•			•		
City of Azusa	•				•	•	
City of Baldwin Park					•		
City of Bell	•	•			•	•	•
City of Bellflower	•	•			•		
City of Bell Gardens*	•	•			•	•	
City of Beverly Hills*		•					
City of Burbank		•			•		
City of Calimesa*	•	•			•		
City of Carson					•		
City of Cerritos					•		•
City of Chino		•					
City of Clearlake	•	•			•		
City of Colusa	•	•			•		•
City of Commerce*	•						
County of Colusa	•	•			•		
City of Corona*		•					
City of Costa Mesa	•	•			•		•
City of Covina		•					
City of Cudahy	•	•					•
City of Culver City	•		•		•		
City of El Monte		•					
City of Escondido		•					
City of Fountain Valley	•	•					
City of Fresno							•
City of Glendale			•				
City of Goleta	•	•					
City of Greenfield*					•		
County of Glenn							•
City of Hawaiian Gardens*	•	•	•		•	•	•
City of Hawthorne			•				
County of Humboldt							•
City of Huntington Park				•	•	•	
City of Irwindale*					•		•
City of Jackson		•					

Willdan Engineering COMMUNITY DEVELOPMENT EXPERIENCE							
CLIENT	SUCCESSFUL GRANT APPLICATIONS	CDBG/HOME ADMINISTRATION	RENTAL ASSISTANCE	FIRST-TIME HOMEBUYER	RESIDENTIAL REHABILITATION	COMMERCIAL REHABILITATION	ECONOMIC DEVELOPMENT & REDEVELOPMENT
City of La Cañada Flintridge		•			•		
City of La Habra*	•	•	•		•	•	•
City of La Mirada					•		
City of Lake Forest		•					•
City of Lancaster					•		•
City of La Puente	•	•				•	•
City of Lawndale						•	
City of Lincoln					•		
City of Long Beach		•			•		
County of Los Angeles					•	•	•
City of Lynwood	•	•			•		•
City of Marysville	•			•	•		
City of Maywood							•
City of Mendota							•
City of Montebello					•		
City of Norco					•		
City of Ontario*		•			•		•
County of Orange		•					
City of Orange Cove							•
City of Oroville		•			•		
City of Palmdale		•					•
Town of Paradise					•		
City of Paramount	•	•			•	•	•
County of Placer	•	•			•		•
City of Pomona		•	•				
City of Rancho Cucamonga	•	•			•		
City of Rialto*						•	•
City of Rosemead	•	•		•	•	•	•
City of Sacramento		•					
City of San Bernardino		•					
County of San Bernardino							•
City of San Buenaventura*	•	•		•			
City of San Gabriel	•	•			•	•	
City of San Joaquin	•	•		•	•		
City of Santa Ana					•		
City of Santa Monica		•	•		•		
City of Shasta Lake							•
City of Sierra Madre	•				•		•

Willdan Engineering COMMUNITY DEVELOPMENT EXPERIENCE							
CLIENT	SUCCESSFUL GRANT APPLICATIONS	CDBG/HOME ADMINISTRATION	RENTAL ASSISTANCE	FIRST-TIME HOMEBUYER	RESIDENTIAL REHABILITATION	COMMERCIAL REHABILITATION	ECONOMIC DEVELOPMENT & REDEVELOPMENT
City of Signal Hill							•
City of Simi Valley		•					
City of South El Monte		•			•		
City of South Lake Tahoe*		•			•		
City of Susanville	•	•			•		
City of Taft		•					
City of Tehama*					•		
City of Thousand Oaks					•		•
County of Tulare							•
City of Turlock		•					
City of Upland	•		•		•	•	
City of Vista*							•
County of Ventura		•			•		
City of Victorville					•		
City of Waterford	•				•		
City of West Hollywood		•			•	•	
City of West Sacramento					•		
City of Westlake Village*					•		
City of Wheatland					•		
City of Whittier							•
City of Williams					•		
City of Woodland*	•	•		•	•		•

* *Current Assignments*

Project Team

Willdan has assembled a well-qualified project team that possesses all of the skills required to successfully provide housing rehabilitation consulting services to the City of Hanford. Our staff is prepared to implement the City's housing rehabilitation program and administer the CDBG entitlement, HOME and CalHome grants, and Program Income that are used to fund the City's housing rehabilitation activities. Our project team has considerable experience in administering state/federal grant-funded housing rehabilitation activities for cities similar to Hanford. The members of the project team are:

Mr. Albert Warot will be responsible for the corporate oversight of the housing rehabilitation and grant administration services to be provided to the City of Hanford. He will also be available to provide technical assistance to the Project Manager, if needed, and assist with the preparation of future grant applications for continued operation of the housing rehabilitation program or other housing activities.

Mr. Marcus Bledsoe will serve as the Project Manager for this assignment and will be responsible for the implementation of the housing rehabilitation activity, as well as the general administration of the state/federal grants utilized to fund the housing rehabilitation program. In implementing the housing rehabilitation activities, he will market the program, determine applicant eligibility, prepare work write-ups and cost estimates, coordinate contractor bidding and selection, package loans, and monitor construction. He will also prepare all quarterly, annual, and other reports required by HCD/HUD for the general administration of the grants being utilized.

Ms. Jamie Bledsoe will be available to assist Mr. Bledsoe with the implementation of the program, particularly determining the eligibility of applicants to participate in the program, processing applications for assistance, tracking the status of cases, and reporting program activity and expenditures.

Messrs. William Duggins and Glen Quinn will be available to assist Mr. Bledsoe with conducting initial and progress inspections, preparing work write-ups and cost estimates, and otherwise monitoring/coordinating the bidding and construction process. Similar to Mr. Bledsoe, both of these gentlemen are certified building inspectors. They have both provided their building and safety expertise to public agencies and private development interests across the San Joaquin Valley. In addition, Mr. Duggins is a resident of Hanford, which greatly enhances Willdan's ability to respond to City and applicant/contractor requests.

Additional support personnel who are bilingual in Spanish will be available to assist with translation and applicant outreach as needed. The utilization of these translation personnel will be provided within the stipulated fees.

Resumes for the above-mentioned project team are presented on the following pages.

Albert V. Warot

Vice President/Group Manager - Planning Services

Education

1970, B.S., Geography,
Northern Arizona
University

Affiliations

American Planning
Association

City Advisory Committee,
Los Angeles Urban
County CDBG Program,
Chairman

National Association of
Housing and
Redevelopment Officials

Experience

Mr. Albert V. Warot as Vice President for Willdan, is responsible for corporate oversight of the firm's planning operations. He has more than 37 years of professional planning experience that has involved public and private sector employment. His experience spans all aspects of planning, including current, advance, and environmental planning, as well as housing and community development. To his credit, Mr. Warot received the Distinguished Leadership Award in 1993 from the Los Angeles Section of the American Planning Association.

Specific Project Experience

Housing and Community Development

Gateway Cities Council of Governments - Mr. Warot is currently directing the Willdan-lead team that is assisting the COG in addressing SB 375 and the associated formulation of a Sustainable Communities Strategy.

City of Carson - Mr. Warot is currently the Principal-in-Charge of updating of the Housing Element of the City's General Plan.

City of Westlake Village - Mr. Warot is currently managing the updating of the Housing Element of the City's General Plan. Mr. Warot also managed the prior update of the City's Housing Element, which the State Department of Housing and Community Development (HCD) certified as complying with state law.

City of Barstow - Mr. Warot is currently managing the updating of the Housing Element of the City's General Plan.

City of Blythe - Mr. Warot recently directed a project that involved the conversion of current Riverside County addresses on approximately 2,100 residences and 100 businesses, which had been annexed into the City since 1996, to a new City property address numbering system.

City of Wasco - Mr. Warot recently assisted the City with the updating of the Housing Element of its General Plan and previously managed a CDBG funded citywide housing condition survey.

City of Pasadena - Mr. Warot recently managed a survey of utility cabinets in the City's residential areas, which is being conducted in a GIS format.

City of Tehama - Mr. Warot recently managed a series of CDBG-funded housing studies for the City, which included household income and housing

Robert V. Warot
Continued

conditions surveys and an investigation of potential funding sources to assist low income residents with housing costs.

County of Tulare - Mr. Warot recently managed a CDBG funded urbanization and blight analysis for the County's Redevelopment Agency which involved approximately 600 parcels in the community of Tipton.

City of Ontario Redevelopment Agency - Mr. Warot recently managed a survey of physical blight conditions for a proposed amendment to the Cimarron Redevelopment Project Area Plan. He is currently managing the provision of on-call redevelopment and planning services to the City of Ontario, and its Redevelopment Agency and Housing Authority.

City of San Gabriel - Mr. Warot assisted the City with the administration of its CDBG Program.

County of Humboldt - Mr. Warot managed a CDBG funded urbanization and blight analysis involving eight (8) redevelopment survey areas containing approximately 2,200 parcels.

City of La Puente - Mr. Warot assisted the City with administration of its CDBG Program. He also managed the updating of the Housing Element of the City's General Plan, which was certified by HCD.

City of Bell Gardens - Mr. Warot has assisted the City with the administration of its annual Community Development Block Grant as needed. He has been responsible for training City staff in the administration of the grant, providing direction in the formulation and implementation of projects, and satisfying federal reporting requirements. The City has been recognized by the County's Community Development Commission for overall program performance and for the Project of the Year in the Urban County of Los Angeles.

City of Calimesa - Mr. Warot is currently managing the updating of the Housing Element of the City's General Plan. Mr. Warot also managed the prior update of the City's Housing Element, which was certified by HCD as complying with State law. Additionally, he has assisted the City with the general administration of multiple CDBG grants and the implementation of various CDBG funded activities including the initiation of a housing rehabilitation program, a park feasibility study, and household income and housing condition surveys.

City of Cudahy - Mr. Warot assisted the City with the administration of its CDBG Program.

City of Calexico - Mr. Warot managed the updating of the City's Housing Element, which has been certified by HCD as complying with State law.

Robert V. Warot
Continued

City of La Mirada – Mr. Warot has managed the last two updates of the City’s Housing Element. In both instances, the updated elements were certified by HCD.

City of Brawley - Mr. Warot managed the preparation of the updated Housing Element of the City’s General Plan, which was certified by HCD.

City of Agoura Hills - Mr. Warot conducted a community development needs assessment that resulted in the establishment of a CDBG funded housing rehabilitation program. He also coordinated the preparation of guidelines and all other materials needed for the operation of the program.

County of Sutter - Mr. Warot assisted the County of Sutter with the preparation and processing of an Affordable Housing Program Ordinance. The ordinance, which is a measure for implementing policies of the County’s General Plan, requires that a stipulated percentage of the units in all new residential developments containing 10 or more units be affordable to low- and moderate-income households. In preparing the ordinance, Mr. Warot worked closely with an advisory committee representing a cross-section of housing and development interests in Sutter County.

City of Susanville - Mr. Warot assisted the City in procuring \$1 million in State CDBG funds for housing rehabilitation purposes.

City of Colusa - Mr. Warot was responsible for oversight of a \$1 million housing rehabilitation program. As a prerequisite to using State CDBG funds, Mr. Warot updated the Housing Element of the City’s General Plan, a process that was completed in a period of 5 months, including certification by HCD. He also prepared a successful application for \$500,000 in State CDBG funds for continued operation of the program.

County of Colusa - Mr. Warot prepared a successful application for \$432,000 in State CDBG funds for the rehabilitation of substandard housing and the renovation of the Pierce High School swimming pool in the community of Arbuckle.

City of Oroville - Mr. Warot served as the Project Manager for the updating of the Housing Element of the City’s General Plan. The entire process, including a series of public workshops/meetings and certification by HCD, was completed in a period of 7 months. The City received a Blue Ribbon Communities Award from HCD in 1993 for the commitment made in the element to the provision of housing for all economic segments of the community.

City of Jackson - Mr. Warot headed a consulting team responsible for assisting a local non-profit housing corporation with the preservation of 30 units of “at-risk” housing. This was the first project in the country to be successfully carried out under the provisions of the Low-Income Housing Preservation and Resident Homeownership Act of 1990.

Robert M. Warot
Continued

County of Los Angeles - As Chairman of the City Advisory Committee for the L.A. Urban County CDBG Program, Mr. Warot was the spokesperson for the 48 cities that comprise the country's largest urban county program. He served in this position for several years while representing the County's First Supervisorial District as CDBG Coordinator from the City of Rosemead.

City of Torrance - As the Associate Planner in charge of community development, Mr. Warot was responsible for administering an annual CDBG entitlement of \$1.3 million, a rental assistance program involving 254 Section 8 certificates, and the implementation of a redevelopment program consisting of three project areas.

Marcus Bledsoe

Housing Rehabilitation/Labor Standards Compliance Specialist

Registration
2007, ICC Residential
Building Inspector

Experience

Mr. Marcus Bledsoe is a Housing Rehabilitation/Labor Standards Compliance Specialist who assists with the administration of federal and state funded housing and community development projects/programs. His responsibilities include performing initial inspection of housing units, preparing work write-ups for rehabilitation work to be performed, conducting progress and final inspections of rehabilitation work, and authorizing the disbursement of payments to contractors. In addition, he monitors construction projects for compliance with applicable state and federal labor standards. Mr. Bledsoe is currently providing such assistance to the Cities of South Lake Tahoe and Woodland.

Specific Project Experience

City of Greenfield - Mr. Bledsoe is currently managing the City's 2007 HOME-funded owner occupied housing rehabilitation program.

City of Tehama - Mr. Bledsoe is currently administering all aspects of the City's 2007 CDBG funded housing rehabilitation program. He previously assisted the City with a series of CDBG/Technical Assistance Grant funded studies, performed labor standards compliance for CDBG funded public facility improvements, and administered the City's 2003 and 2005 CDBG funded housing rehabilitation programs.

Community Housing Opportunities Corp. (CHOC) – Mr. Bledsoe is currently performing labor standards compliance services for the renovation of the Casa Del Sol mobile home park in the City of Woodland.

City of South Lake Tahoe – Mr. Bledsoe has been assisting with labor standards compliance monitoring for three (3) HOME funded housing projects.

City of Woodland - Mr. Bledsoe is currently assisting with the administration of Community Development Block Grant (CDBG) funded housing rehabilitation and lead based paint abatement programs, as well as labor standards compliance monitoring for CDBG/HOME funded projects.

City of Clearlake - Mr. Bledsoe managed all aspects of the City's 2005 Community Development Block Grant (CDBG) and CDBG Program Income funded housing rehabilitation programs. Mr. Bledsoe also assisted the City with a prior CDBG funded housing rehabilitation program.

City of Marysville - Mr. Bledsoe managed the operation of the City's Home Investment Partnerships (HOME) funded Housing Rehabilitation and First-Time Homebuyer Programs.

Various Bledsoe
Continued

County of Placer - Mr. Bledsoe assisted with the operation of HOME and CDBG funded housing rehabilitation programs in unincorporated communities and outlying areas extending from the Sierra Nevada Foothills to the Lake Tahoe Basin.

Prior Experience

Pierson Construction, Oroville, CA - Mr. Bledsoe's construction experience included framing and finish work; electrical and plumbing; and demolition and reconstruction of structures.

Cornucopia Restaurant, Oroville, CA - In addition to performing his duties as General Manager, where he managed the personnel and administrative functions of the restaurant, Mr. Bledsoe oversaw a major remodeling and renovation of the restaurant.

Jamie Bledsoe

Administrative Assistant

Education

Butte College, College
Units in Early Childhood
Development

Professional Experience

Ms. Jamie Bledsoe brings to Willdan over 10 years of administrative support experience. Prior to joining Willdan, Ms. Bledsoe was employed with the Butte County Office of Education (BCOE). As an Administrative Assistant with Willdan, her duties include the intake and processing of applications for rehabilitation loans/grants, determining the income eligibility of applicants, maintaining case files, tracking the status of projects, scheduling inspections and other meetings with applicants and contractors, processing requests for the disbursement of payments to contractors, and assisting with meeting state/federal reporting requirements.

Ms. Bledsoe is proficient with Microsoft Word, Excel, Outlook, and Publisher. She received Certificates of Completion for Levels I, II, and III in Microsoft Word, Outlook, and Publisher. Ms. Bledsoe is also capable of performing Spanish translation.

Specific Project Experience

City of Tehama - Ms. Bledsoe is currently assisting with the administration of the City's 2007 State CDBG funded housing rehabilitation program, and previously assisted with the operation of a 2005 CDBG funded housing rehabilitation program as well as data collection for a series of CDBG Planning/Technical Assistance Grant funded studies.

City of Greenfield - Ms. Bledsoe is currently assisting with the administration of the City's 2007 HOME funded owner occupied housing rehabilitation program.

City of Tehama - Ms. Bledsoe is currently assisting with the administration of the City's 2008 CDBG funded housing rehabilitation program.

City of Woodland – Ms. Bledsoe recently provided administrative support for the operation of the City's CDBG funded Housing Rehabilitation Program.

City of Clearlake - Ms. Bledsoe assisted with the administration of the City's 2005 Community Development Block Grant (CDBG) funded housing rehabilitation program.

City of Marysville – Ms. Bledsoe assisted with the administration of the City's HOME funded Housing Rehabilitation and First-Time Homebuyer Programs.

County of Placer - Ms. Bledsoe provided administrative support for the operation of the County's HOME and CDBG funded Housing Rehabilitation Programs.

William “Bill” Duggins

Building Inspector/Plans Examiner

Certifications

*EPA Universal Technician
for Refrigerant Handling*

Asbestos Abatement

*International Code Council
Certified Building
Inspector #5258687*

Mr. William Duggins is a member of and certified by the International Code Council to perform construction inspections. He has been involved with project and operations management with responsibility for major facilities. Mr. Duggins has a reputation as a creative, innovative and successful problem solver and leader with fresh ideas and the ability to identify and bring about substantial improvement. He has implemented company goals and objectives, coordinated efforts of staff and contractors, provided leadership and motivation. Mr. Duggins is also well known for his innovative planning of capital construction projects, tenant improvements and construction coordination.

Specific Project Experience

Willdan

As a Building Inspector and Plans Examiner working out of the Fresno office providing certified building inspection services to Public agencies in central California.

- Assigned as the Building Official to the City of Coalinga issuing permits, providing plan review and inspections of major projects and homes.
- Providing Code Enforcement for the City of Coalinga to preserve neighborhoods and property values.

Quality Built

As a Field Inspector in Central California working from Palo Alto to Bakersfield.

- Performing third party ICC certified construction inspections and quality-control inspections of residential, commercial, and multi-family construction projects during the construction process.
- Providing inspections to insure quality building. Using litigation proven inspection protocol and the International Building Codes. To ensure that deficiencies are greatly reduced by identifying problems that need correction or quality improved.
- Inspect projects at various times during construction process. Using laptop computer and software designed to insure a properly built product and protect the builder in today's litigious environment.
- Performing certified Diagnostic Testing of environmental systems to insure performance and quality.

Golden State Facilities Services

As a Field Services Site Inspector for Central California.

- Providing inspection services of schools through out the state of California as a result of the landmark Superior Court case Williams Settlement to determine the overall condition of school facilities.

Willdan - Bill Duggins
Continued

- Determined where \$800 million would be spent by the state of California for critical repair of facilities in future years for schools in deciles one through three per the court order.

Control Services Group, Inc.

As the Interim Facilities Project and Operations Manager of the Fashion Fair Mall in Fresno, the premier Mall in the market owned by the Macerich Company.

- Managed the operations of the center including grounds, structures, systems and equipment including electrical, interior and exterior landscaping, capital expenditures projects, and promotional events and monitoring of tenants to insure compliance with guidelines.
- Prepared the centers annual operating budget and capital expenditures budgets for 2005.
- Tenant coordinator insuring that all construction complies with the standards.

General Growth Properties, Inc.

General Growth is one of the premier owners of shopping centers in the country. As Director of Operations and Tenant Coordination for General Growth at the Hanford Mall.

- Managed the maintenance of the properties grounds, custodial services, security services, maintenance staff and all contracted services.
- Project Management and building inspection, plans review of design drawings for major projects such as Sears 74,000 square feet, Ross Dress for Less 28,000 square feet, Anchor Blue 7000 square feet and many more TI's. Reviewed all new contracts and agreements to ensure they conformed to policy and that their provisions were implemented.
- Managed all contracted services such as security, housekeeping, plumbing and landscaping companies.
- Responsible for forecasting and budgeting capital construction and operations budgets and a 5-year plan.
- Consistently exceeded the manager's expectations on all evaluations. Assumed the general management role of the mall in the manager's absence.
- Supervised, trained and evaluated all mall employees to insure performance, safety and compliance with all laws, policies and procedures.
- Prepared operational reports and tracked the expenses to stay within budget.
- Worked with all computer systems and computer aided drafting programs. (AutoCAD).

John Q. Hammons Hotels, Inc.

Hammons Hotels is one of the countries best known developers of upscale Hotels in secondary markets. Served as Facilities Manager/ Maintenance Supervisor and Project Manager at two locations, the Fresno Airport hotel and

Job Title: **Bill Duggins**
 Continued

Bakersfield Convention Center, a 10-story premium brand hotel. Also provided inspections and management of other California properties.

- Responsible for the facilities operation, project design and project management
- Direction of maintenance, construction, security and environmental staff. Planning and assigning project and work activity
- Developed departmental policy and procedures to ensure safety and security for staff and guests
- Managed capital projects, design and inspection; developed specifications, sequence of work, drawings, equipment selection, bid documentation and planning, and all engineering functions to ensure that progress, costs and results were delivered within budget and on time

Major Accomplishments .

Complete renovation of a hotel building that included the addition of a mansard roof system, exterior façade, featuring an innovative value engineered system. ADA assessment to identify and correct access issues. Using customer surveys to address major design issues and then redesign and get them fixed. Developed an interior renovation with a very open design, which created a new modern look for the restaurant, front desk, public restrooms, banquet rooms, and 210 guestrooms. Total cost in excess of \$3 million.

Glen Quinn

Senior Plans Examiner

Certifications

*Certified Building Official,
#2180, Council of
American Building
Officials*

*Certified Plans Examiner
#0823276-60, ICBO*

*Combination Building
Inspector, #2907*

Professional Experience

Mr. Glen Quinn's experience in the building safety and construction fields spans from hands-on experience as an on-site laborer to retirement from the position of Building Official for the City of Reedley. Over the course of four decades, Glen increased his skill sets to include inspections, plan review, supervising of subordinates, and Division management.

Specific Project Experience

City of Reedley

As Building Official, provided the scope of services to manage building inspection activities.

County of Kings

Position of Supervising Building Inspector included oversight of inspection and plan check services and assuming management tasks for the Building Division of the County's Planning Department.

City of Farmersville

Managed the scope of services provided by the Building Department, including plan review and inspections, as the City Building Official.

McCombs Construction/Sherwood Homes

On-the-job training as a framing carpenter and cement finisher for a private developer of residential homes.

References

References for several of the previously described HOME/CDBG grant administration and implementation assignments are:

Client:	City of Greenfield 45 El Camino Real, Greenfield, CA 93927
Contact:	Mr. Paul Mugan, Director of Redevelopment and Housing (831) 674-5591
Client:	City of Calimesa 908 Park Avenue, Calimesa, CA 92320
Contact:	Mr. Randy Anstine, Interim City Manager (909) 795-9801
Client:	City of Woodland 300 First Street, Woodland, CA 95695
Contact:	Ms. Cynthia Shallit, Redevelopment Manager (530) 661-5815
Client:	City of Tehama 250 Cavalier Avenue, Tehama, CA 96090
Contact:	Ms. Carolyn Steffan, City Clerk (530) 384-1501

ATTACHMENT A

Proposal to Implement the City of Hanford Housing Rehabilitation Program

SCOPE OF WORK

A. HOUSING REHABILITATION PROGRAM IMPLEMENTATION

Willdan will perform all of the tasks associated with the Scope of Services identified in the RFP, and as provided below. Willdan will provide for the rehabilitation of housing units in the City of Hanford in accordance with the applicable State and Federal regulations and Program Guidelines adopted by the City and within the milestones established by the Department of Housing and Community Development (HCD), City and/or HUD.

1. In compliance with fair housing regulations, develop an affirmative marketing plan(s) to inform the general public of the program's availability, with an emphasis on reaching TIG persons and/or areas.
2. Determine participant eligibility by using the most recent procedures for determining eligibility, as set forth by HCD and/or HUD and incorporated in the City's most current Housing Rehabilitation Program Guidelines.
3. Prepare an environmental review for potential properties, as required by HCD and/or HUD.
4. Conduct a thorough walk-through of each potential property, recommend the type of work to be performed and prepare a detailed work write-up and necessary plans to accomplish that work.
5. Conduct an inspection for lead based paint for each potential property constructed before 1978; develop an abatement plan as necessary and in compliance with the applicable HUD Lead Based Paint Regulations.

6. Assist homeowners in obtaining the services of qualified contractors.
7. Act as a project manager and oversee the work of authorized contractors and subcontractors.
8. Assist homeowners in securing labor and material repairs from contractor (contractor is responsible for construction defects for one year from date of final approval by City's Building Department).
9. Prepare loan/grant documents for the City's review and approval.
10. Process approved loans/grants to closing.
11. Prepare applicant loan files to meet record keeping requirements, as set forth by HCD and/or HUD.

B. GRANT ADMINISTRATION

1. Provide City staff with necessary technical assistance to successfully implement and administer State and Federal Grant Agreements.
2. Prepare the environmental review for potential properties, as required by HCD and/or HUD.
3. Provide monthly reports to the City on progress and performance in relation to the activity budget and scheduled milestones included in the City's State Grant Agreement or HCD approved amendments.
4. Prepare and retain all pertinent records and documents sufficient to reflect all charges submitted.
5. Assist with maintaining administrative records, including public information, citizen participation, equal opportunity, financial management and general information, as required by HCD and/or HUD.
6. Assist with monitoring preparation.
7. Prepare all applicable Setup Forms, Draw Requests, Quarterly and Annual Reports, Section 3 Reports, as required by HCD and/or HUD.
8. Assist with the preparation and/or updating of Program Guidelines and materials, as needed.
9. Attend Public Hearings/City Council/Staff meetings as requested by City staff.
10. Assist with preparing public hearing notices, as needed.



ATTACHMENT B

Proposal to Implement the City of Hanford Housing Rehabilitation Program

BUDGET

The proposed budget and contract for the provision of Housing Rehabilitation and Administration Services are conditioned upon the City of Hanford being awarded CDBG Entitlement, HOME and/or CalHome funds. Willdan will provide all of the services identified in the Scope of Services for the fees identified in the Budget section of the Agreement for Professional Services for the Implementation of a Housing Rehabilitation Program, and at no time shall exceed the amounts allowed by HCD and/or HUD for administration, activity delivery and rehabilitation activity funding.

City of H A N F O R D

CALIFORNIA 93230
CITY OFFICES 319 NORTH DOUTY STREET



MAYOR
DAN CHIN
VICEMAYOR
SUE SORESEN
COUNCIL MEMBERS
DAVID G. AYERS
JOAQUIN D. GONZALES
DAVE THOMAS
CITY MANAGER
GARY W. MISENHIMER

January 5, 2010

TO: City Manager/City Council

FROM: Economic Development Manager

SUBJECT: Support of a Collaborative Grant Application with the City of Visalia for the Comprehensive Residential Building Retrofit Program

RECOMMENDATION:

That the City Council, by motion, adopt the resolution supporting the City of Visalia's grant application to the California Energy Commission for the Comprehensive Residential Building Retrofit Program.

DISCUSSION:

At its regularly scheduled meeting on August 18, 2009, the City Council adopted a resolution to become a member of the VIEW Partnership with Southern California Edison and the San Joaquin Valley Energy Leader Partnership. This partnership has made the City of Hanford aware of an up to \$6 million grant opportunity with the City of Visalia. The City of Hanford's portion is undetermined at this time; it will be calculated upon grant approval. The Comprehensive Residential Building Retrofit Program application is through the California Energy Commission (CEC).

If the CEC selects Visalia's proposal for funding, it will create jobs and stimulate the economy throughout Kings and Tulare Counties, a region with some of the highest unemployment rates in the State.

The City of Visalia will serve as the lead/prime bidder in applying for, and receiving, grant funding which will also benefit the City of Hanford. The City of Visalia is responsible for assembling a consortium of local governments, utilities, community colleges, national and state affordable housing programs, and private and public energy and building contracting experts. Under this proposed grant program, this consortium will develop a comprehensive program to implement energy retrofits in existing residential buildings. In addition to providing much needed jobs and economic stimulus, the program will help jurisdictions in Kings and Tulare Counties to effectively contribute to California's ambitious energy savings and greenhouse gas emission (GHG) reduction goals. The consortium will also coordinate with and leverage affordable housing and neighborhood stabilization programs to bring the advantages of energy efficient housing to the underserved, economically disadvantaged populations in our two-county region.

The purpose of the proposed program will be four-fold. The program will provide a step-by-step process to provide homeowners and occupants of single- and multi-family residential buildings energy efficiency retrofits to reduce energy demand and greenhouse gas emissions, while significantly reducing homeowners' or renters' energy bills. The first part of the program will accomplish this by re-training

workers and youth to implement the residential energy efficiency retrofits. Enalasy, the City of Visalia's energy efficiency contractor and grant administrator, will work with local non-profit organizations Community Services Employment Training (CSET) and Proteus to set up the training programs.

The second part of the program is the rehabilitation of the residences to make them more energy efficient. CSET, Proteus, and local re-trained contractors will implement the energy efficiency retrofits. This may be accomplished through existing Hanford Rehabilitation programs or through the Neighborhood Stabilization Program. The third part involves energy audits by Southern California Edison and Enalasy. The final part involves loans through Southern California Edison and Southern California Gas Company.

Marketing of the program would be achieved through existing partnerships with Southern California Edison and Southern California Gas Company. The CEC will make a determination on the City of Visalia's application within 30 to 60 days. This two year grant must be expended by March 2012.

SUPPORT OF COUNCIL GOALS:

- Strong Local Economy
- Financially Sound City Providing Quality Services
- Quality Revitalization, Redevelopment and Development

IMPACT ON BUDGET:

There is no expense that will be incurred by the City of Hanford. The City of Visalia will bear the expenses of the application and subcontractors, such as Enalasy. Administrative funds would go to the City of Visalia because they are managing the grant. If the City of Visalia is successful in receiving these grant funds, the City of Hanford stands to receive an undetermined portion of the grant award.

Respectfully submitted,


Barbary McCurdy Marty
Economic Development Manager

Reviewed by,


Hilary Straus
Deputy City Manager/Community Development Director

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD
SUPPORTING A COLLABORATIVE GRANT APPLICATION WITH THE CITY OF VISALIA
FOR THE COMPREHENSIVE RESIDENTIAL BUILDING RETROFIT PROGRAM**

At a regular meeting of the City Council of the City of Hanford duly called and held on the 5th day of January, 2010, at 7:30 p.m. and upon a motion of Council Member _____, seconded by Council Member _____, and duly carried, the following resolution was adopted:

WHEREAS, the City of Hanford and the City of Visalia recognize that it is in the interest of the regional, state, and national economy to stimulate the economy; create and retain jobs; reduce fossil fuel emissions; and reduce total energy usage and improve energy efficiency within our jurisdiction; and

WHEREAS, State Energy Program funds are available through the California Energy Commission's California Comprehensive Residential Building Retrofit Program for grants to eligible local governments to implement energy retrofits in existing residential buildings; and

WHEREAS, the City of Visalia is eligible for State Energy Program funding under the California Energy Commission's State Energy Program; and

WHEREAS, the City of Visalia is proposing to serve as lead agency for a local-government collaboration to implement the comprehensive residential building retrofit program described in Exhibit A in order to qualify for State Energy Program funds from the California Energy Commission.

NOW, THEREFORE, BE IT RESOLVED that the City Council:

1. Supports the City of Visalia's submittal of the application to the California Energy Commission's State Energy Program for funds to execute the proposed project described in Exhibit A.
2. If recommended for funding by the California Energy Commission, supports the City of Visalia accepting a grant award up to the amount of this application for \$6,000,000.
3. That the City Manager for the City of Hanford, or the City Manager's designee, has the authority to serve as the consortium's primary point of contact within the City of Hanford and coordinate the consortium's activities in the City.
4. That the City of Hanford is authorized to spend its portion of the grant revenue, if the City of Visalia is awarded the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Hanford duly called and held on the 5th day of January 2010, by the following votes:

AYES: COUNCIL MEMBER _____

NOES: COUNCIL MEMBER _____

ABSTAIN: COUNCIL MEMBER _____

ABSENT: COUNCIL MEMBER _____

APPROVED: _____

MAYOR

Attest: _____
City Clerk

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

I, KAREN MADRUGA, City Clerk of the City of Hanford do hereby certify the foregoing Resolution was duly passed and adopted by the City Council of the City of Hanford at a regular meeting thereof held on the 5th day of January 2010.

Date: _____

City Clerk

EXHIBIT “A”

Tulare-Kings Comprehensive Residential Building Retrofit Program

The City of Visalia will serve as the prime contractor to the California Energy Commission (CEC) for a collaboration of local governments in Tulare and Kings Counties. Local-government partners may include City of Tulare, City of Porterville, City of Woodlake, City of Farmersville, Tulare County, City of Hanford, and Kings County. The program would also include CSET and Proteus. Other partners include the San Joaquin Valley Clean Energy Organization (SJVCEO), Enalaysys, an energy efficiency implementation contractor recommended by the SJVCEO, and the California Building Performance Contractors Association (CBPCA).

The purpose of the proposed program will be two-fold. The program will provide a step-by-step process to provide homeowners and occupants of single- and multi-family residential buildings energy efficiency retrofits to reduce energy demand and greenhouse gas emissions while significantly reducing homeowners' or renters' energy bills. The program will accomplish this by re-training workers and youth to implement the residential energy efficiency retrofits. Enalaysys, the energy efficiency contractor, will work with local non-profit organizations CSET and Proteus to set up the training programs. CSET, Proteus, and local re-trained contractors will implement the energy efficiency retrofits.

The program will provide two tiers of retrofits to single- and multi-family residential buildings. The program would not include the CEC's First Tier checklist approach, which is currently being implemented in the region by CSET and Proteus and funded by other programs. The proposed program would implement the CEC's Second and Third Tier strategies.

The program Second Tier retrofit approach would consist of one or more of the following measures:

- Weatherization – Caulking, shower-head replacement, water heater blankets
- Insulation – Replacement of attic insulation less than R-11 to R-30
- HVAC Services – Refrigerant charge and airflow (RCA) tune-up, duct test and seal (DTS), duct repairs, system repairs

The program Third Tier would consist of the Home Energy Rating System Program (HERS) and Home Performance with Energy Star whole-house approach. This approach considers the interactive nature of energy features in a home and focuses on the house as a system. It utilizes diagnostic tools and instrumentation to assure high levels of energy efficiency. Measures may consist of:

- Building air sealing verified using blower doors
- Duct sealing verified using duct blasters
- Efficient duct design and installation verified through airflow measurement tools
- Insulation quality and thermal bypass avoidance verified through infrared cameras
- Proper air conditioner refrigerant charge using gauges
- Depending upon availability of other funding sources, additional measures may include HVAC equipment replacement, window replacement, cool roofs, radiant barriers, water heater replacement, etc.

The CBPCA, working with CSET and Proteus, will implement a training program for local HVAC contractors and other persons who may be affected by the construction downturn to provide the workforce to implement the proposed program.

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

CALIFORNIA 93230
CITY OFFICES 319 NORTH DOUTY STREET



MAYOR
DAN CHIN
VICEMAYOR
SUE SORENSEN
COUNCIL MEMBERS
DAVID G. AYERS
JOAQUIN D. GONZALES
DAVE THOMAS
CITY MANAGER
GARY W. MISENHIMER

December 21, 2009

TO: City Manager/City Council
FROM: Deputy City Manager
SUBJECT: Resolution Adopting the Employee Compensation Plan

Recommendation:

That the city council, by motion, approve the resolution adopting the Employee Compensation Plan for 2010.

Discussion:

Each year the City Council establishes an employee compensation plan as required by the Personnel Rules and Regulations. The existing memorandum of understanding with the police bargaining unit provides for a 2.0% wage increase effective January 11, 2010 and a 3.0% wage increase effective July 12, 2010.

The attached Exhibit "A" will become the new employee compensation plan for 2010 upon Council's approval.

Respectfully submitted,

Mary R. Lindsay
Deputy City Manager

Enc.: Exhibit "A"

RESOLUTION NO. ____-R

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD,
STATE OF CALIFORNIA, ADOPTING AN EMPLOYEE
COMPENSATION PLAN FOR THE CALENDAR YEAR 2010 FOR THE
EMPLOYEES OF THE CITY OF HANFORD.**

At a regular meeting of the City Council of the City of Hanford, duly called and held on January 5, 2010, on motion of Council Member _____, seconded by Council Member _____, and duly carried, the following Resolution was adopted:

WHEREAS, the City of Hanford has adopted the Rules and Regulations of the City's Merit Personnel System as adopted by Resolution No. 1088, and

WHEREAS, Section 501 of said Rules and Regulations provides for the establishment of an Employee Compensation Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hanford, does hereby establish the Employee Compensation Plan for Calendar Year 2010, attached hereto and marked "Exhibit A," and by reference thereto made a part hereof for the employees of the City of Hanford covered thereby.

BE IT FURTHER RESOLVED, that this Resolution No. -R supersedes Resolution No. 09-07-R, 09-45-R, and 09-79-R.

Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on January 5, 2010, by the following vote:

AYES:	Council Member	

SECTION 1: Authorized Miscellaneous Classifications with Range (R) and Salary Schedule

Effective: July 13, 2009

FILE: H:\EXCEL\UNIONS\GENERAL\MOU\GENSAL2009

R-938	ST	12.76	13.41	14.10	14.82	15.58
APPROX T 1/2		19.14	20.12	21.15	22.23	23.37
APPROX/MONTH		2,211	2,324	2,444	2,569	2,700
3	Custodian					
0	WWTP - OIT (Operator In Training)					
R-989	ST	13.42	14.11	14.83	15.59	16.39
APPROX T 1/2		20.13	21.17	22.25	23.39	24.59
APPROX/MONTH		2,327	2,446	2,571	2,703	2,841
1	Lab Attendant					
12	Maintenance Worker I					
2	Meter Reader					
R-1029	ST	13.97	14.69	15.44	16.23	17.06
APPROX T 1/2		20.96	22.04	23.16	24.35	25.59
APPROX/MONTH		2,422	2,545	2,676	2,813	2,957
0	Utilities Maintenance Worker I					
R-1036	ST	14.07	14.79	15.55	16.34	17.18
APPROX T 1/2		21.11	22.19	23.33	24.51	25.77
APPROX/MONTH		2,439	2,563	2,695	2,833	2,978
1	Lead Custodian					
R-1041	ST	14.14	14.86	15.63	16.43	17.27
APPROX T 1/2		21.21	22.29	23.45	24.65	25.91
APPROX/MONTH		2,451	2,576	2,709	2,847	2,993
5	Accounting Clerk					
3	Police Records Assistant					
R-1056	ST	14.35	15.09	15.86	16.67	17.53
APPROX T 1/2		21.53	22.64	23.79	25.01	26.30
APPROX/MONTH		2,488	2,615	2,749	2,890	3,038
5	Administrative Support Technician					
R-1068	ST	14.53	15.27	16.05	16.88	17.74
APPROX T 1/2		21.80	22.91	24.08	25.32	26.61
APPROX/MONTH		2,518	2,647	2,783	2,925	3,075
1	Lab Assistant					
R-1107	ST	15.10	15.88	16.69	17.55	18.44
APPROX T 1/2		22.65	23.82	25.04	26.33	27.66
APPROX/MONTH		2,618	2,752	2,893	3,041	3,197
18	Refuse Collector					
R-1113	ST	15.19	15.97	16.79	17.65	18.55
APPROX T 1/2		22.79	23.96	25.19	26.48	27.83
APPROX/MONTH		2,634	2,768	2,911	3,060	3,216
17	Maintenance Worker II					
1	Senior Records Assistant					
R-1120	ST	15.30	16.08	16.91	17.78	18.68
APPROX T 1/2		22.95	24.12	25.37	26.67	28.02
APPROX/MONTH		2,652	2,788	2,931	3,081	3,239
2	Police Service Officer					

R-1157	ST	15.88	16.69	17.55	18.45	19.39
APPROX T 1/2		23.82	25.04	26.33	27.68	29.09
APPROX/MONTH		2,752	2,893	3,041	3,197	3,361
1	Heavy Equipment Operator					
R-1159	ST	15.91	16.72	17.58	18.48	19.43
APPROX T 1/2		23.87	25.08	26.37	27.72	29.15
APPROX/MONTH		2,757	2,899	3,048	3,204	3,367
14	Communications Dispatcher					
1	Permit Specialist					
4	Sweeper Operator					
11	Utilities Maintenance Worker II					
4	WWTP Operator I					
R-1174	ST	16.15	16.98	17.85	18.76	19.72
APPROX T 1/2		24.23	25.47	26.78	28.14	29.58
APPROX/MONTH		2,799	2,942	3,094	3,252	3,418
2	Traffic Control Technician					
R-1230	ST	17.08	17.95	18.88	19.84	20.86
APPROX T 1/2		25.62	26.93	28.32	29.76	31.29
APPROX/MONTH		2,960	3,112	3,272	3,439	3,615
1	Facilities Maintenance Technician					
1	WWTP Operator II					
R-1254	ST	17.49	18.39	19.33	20.32	21.36
APPROX T 1/2		26.24	27.59	29.00	30.48	32.04
APPROX/MONTH		3,032	3,187	3,351	3,523	3,703
2	Senior Communications Dispatcher					
R-1262	ST	17.63	18.54	19.49	20.49	21.53
APPROX T 1/2		26.45	27.81	29.24	30.74	32.30
APPROX/MONTH		3,057	3,213	3,378	3,551	3,733
5	Fleet Mechanic					
R-1265	ST	17.69	18.59	19.55	20.55	21.60
APPROX T 1/2		26.54	27.89	29.33	30.83	32.40
APPROX/MONTH		3,066	3,223	3,388	3,562	3,744
1	Lead Maintenance Worker - Parks					
1	Lead Maintenance Worker - Streets					
R-1269	ST	17.76	18.67	19.63	20.63	21.68
APPROX T 1/2		26.64	28.01	29.45	30.95	32.52
APPROX/MONTH		3,078	3,236	3,402	3,576	3,759
3	Lead Maintenance Worker - Utilities					
R-1295	ST	18.22	19.16	20.14	21.17	22.26
APPROX T 1/2		27.33	28.74	30.21	31.76	33.39
APPROX/MONTH		3,159	3,321	3,491	3,670	3,858
1	Fire Inspector					
2	Code Compliance Officer					

SECTION 2: AUTHORIZED FIRE DEPARTMENT CLASSIFICATIONS WITH RANGE (R)
AND SALARY SCHEDULE

Effective : 12-Jan-09

Range 1124 1119 1118 1111 1110

Hourly Rate \$15.36 \$16.07 \$16.88 \$17.62 \$18.50

15 - Firefighter

Range 1216 1211 1210 1208 1208

Hourly Rate \$16.84 \$17.61 \$18.50 \$19.41 \$20.40

6 - Fire Engineer

S/T HOURLY		
RATE BASED	APPROX	
ON 2912	1 1/2	APPROX
HOURS	RATE	MONTHLY
\$15.36	\$23.04	\$3,727
\$16.07	\$24.11	\$3,900
\$16.84	\$25.26	\$4,087
\$16.88	\$25.32	\$4,096
\$17.61	\$26.42	\$4,273
\$17.62	\$26.43	\$4,276
\$18.50	\$27.75	\$4,489
\$19.41	\$29.12	\$4,710
\$20.40	\$30.60	\$4,950

CM/Excel/Unions/Fire/MOU2000/Salary-2006-2009

All positions appearing in Section 1, to which appointments are made for part-time work, as outlined in Section 307 (c) of the Hanford Merit Personnel System Rules and Regulations, may be paid at an hourly rate as high as Step "C" of the range to which the position has been allocated. Part-time appointments made at higher than Step "C" must be approved by the city manager. Part-time appointees shall not accrue vacation, sick leave, or be eligible for health insurance. If a part-time employee works more than 1,000 hours in a fiscal year he/she must become a member of CalPERS with the employee and the city making the appropriate contribution as defined by the city's CalPERS contract. The employee will remain a CalPERS member until termination.

SECTION 7: VOLUNTEERS

Volunteers in the following areas will receive the stipends specified:

Call Fire Fighter	\$30.00 per training session (2 per month maximum)
Reserve Police Officer (Level II and III)	\$30.00 per month

SECTION 8: DIFFERENTIAL PAY

Employees assigned to the following duties shall receive additional compensation as follows:

Fire department personnel assigned to "standby duty"* shall be compensated \$15.00 per shift.

General unit employees assigned to "standby duty"* shall be compensated at \$1.40 per hour for each hour of standby duty.

General employees shall receive an additional five (5%) above their regular hourly rate for the entire shift if fifty (50%) percent or more of the employees assigned shift falls between the hours of 6:00 p.m. and 8:00 a.m.

Police, fire, general unit and management employees in city designated positions shall be compensated for utilization of their bilingual skills. Employees in the designated positions shall receive a five (5%) percent stipend that shall be considered as part of their regular salary.

Full-time recreation staff assigned the additional responsibilities of Pool Manager will receive a 5% differential while assigned those duties.

The Fleet Supervisor shall receive a tool allowance of up to \$300 per calendar year, with or without receipts, paid to the employee by a reimbursement system administered through the public work department.

*"Standby duty" means an employee is not on an assigned tour of duty, sick leave, vacation, or occupational injury leave and is ready, willing, and available for departmental assigned duties.

SECTION 9: COMPENSATION FOR POLICE AND AUDITORIUM SERVICES

City employees providing auditorium services to private persons, clubs, etc., shall receive their appropriate hourly rate at time and one-half on a three (3) hour minimum basis.

Employees providing police and auditorium services for city sponsored functions shall be paid at their regular hourly rate as listed in Section 1 and 3 herein.

SECTION 10: COMPENSATION FOR USE OF PRIVATE AUTOMOBILE ON CITY BUSINESS

Authorized city employees shall receive compensation for use of their personal automobiles on city business at the rate provided in their memorandum of understanding. Management employees shall be reimbursed at the current IRS Regulation Standard.

The following classifications shall receive the corresponding car allowance for use of their private vehicle on city business:

City Clerk/Administrative Coordinator	\$ 75/month
Recreation Director	\$ 50/month
Recreation Supervisor	\$ 50/month
Therapeutic Specialist	\$ 20/month

The Fire Chief, Police Chief, Public Works Director and City Manager shall be required to provide his/her own transportation pursuant to all applicable city rules and policies.

SECTION 11: ALLOWANCE FOR UNIFORMS

The City shall purchase the appropriate uniform and gear, as needed, for Level I Reserve Police Officers.

Newly sworn police officers or police cadets shall be paid an initial \$500 for the appropriate uniform for the first year of employment within one (1) month of the date of hire. Newly sworn fire personnel shall be paid an initial \$300 for the appropriate uniform for the first year of employment within one (1) month of the date of hire. In the event such new employees do not attain permanent status with a completion of probationary period with the city of Hanford, such employees shall return to the city of Hanford fifty (50) percent of the cost of the uniforms.

Police unit employees shall receive a uniform allowance of \$950 for the calendar year paid the first full pay period in January 2005. The Police Chief, Police Captains, and Police Lieutenants shall receive a uniform clothing allowance of \$950 for the calendar year paid the first full pay period in January. Non-sworn police management employees shall receive a uniform clothing allowance of \$400 for the calendar year paid the first full pay period in January. The employee shall have the responsibility of being properly uniformed and equipped.

Fire unit employees shall receive a uniform allowance of \$800 for the fiscal year and fire management employees shall receive \$750 for the fiscal year paid the first full pay period in July. The employee shall have the responsibility of being properly uniformed and equipped.

Within the first month of employment, Communications Dispatchers, Police Service Officer, Police Records Assistants, Fire Inspector and the Administrative Support Technician in the fire department required to wear a uniform shall be paid an initial \$200 uniform allowance for the first year of employment. After the first year of employment, the employee is eligible for a pro-rated uniform allowance based on the number of months remaining in the fiscal year.

Communications Dispatchers, Police Service Officer, Police Records Assistants, Fire Inspector and the Administrative Support Technician in the fire department, shall receive a uniform allowance of \$400 the fiscal year paid the first full pay period in July. If the Administrative Support Technician assigned as secretary in the police department is required to wear a uniform the City shall purchase uniforms as needed, but not to exceed the fiscal year limit.

The following classifications shall be required to wear the appropriate uniform as defined by the department head, and are responsible for reporting to work in a clean and neat fashion.

- (A) The City shall supply the equivalent of five (5) pants and five (5) shirts to each employee in the classifications listed below in July.

Construction Inspector
Custodian
Facility Maintenance Technician
Fleet Mechanic
Heavy Equipment Operator
Lab Assistant
Lab Attendant
Lab Technician
Lead Custodian
Lead Fleet Mechanic
Lead Maintenance Worker – Parks
Lead Maintenance Worker - Streets
Lead Maintenance Worker – Utilities
Maintenance Worker I/II
Meter Reader
Refuse Collector
Refuse Service Worker
Sweeper Operator
Traffic Control Technician
Utilities Maintenance Worker I/II
WWTP Operator OIT/I/II

- (B) The City shall supply the equivalent of five (5) shirts to each employee in the classification listed below in July.

Building Inspector
Code Compliance Officer

- (C) The City shall supply the equivalent of two (2) shirts to each employee in the classifications listed below in July:

Senior Engineering Technician

- (D) Employees with two or more years of service shall be able to mix shirts and pants, depending upon the job demands, on a unit for unit basis not to exceed the equivalent value of the units for which they are eligible.

Employees with three or more years of service shall have the option of receiving a light or heavy jacket (brown with city logo) in lieu of shirts and pants not to exceed the equivalent value of the units for which they are eligible.

Fleet Mechanic(s) and the Facilities Maintenance Technician will also have the option of receiving coveralls in lieu of shirts and pants not to exceed the equivalent value of the units for which they are eligible.

- (E) The City shall initially supply two (2) hats to those employees in the classifications listed above that want to wear a hat. If a hat is worn on duty, it must be a City hat or a department approved hat. Worn or soiled hats will be replaced on a hat for hat basis as determined by the department head.

SECTION 12: EMPLOYEE GROUP INSURANCE PREMIUMS

The city shall pay fifty (50%) of the total premium cost for all regular and probationary employees, and their dependents, who elect to take the group health, accident, dental care and life insurance benefits available to them through the current group plan. If the City Manager elects health insurance coverage, the City Manager is required to pay 100% of the total premium for group health and dental insurance benefits. The City shall provide a \$100,000 life insurance policy for department heads and a \$50,000 life insurance policy for management and confidential employees.

SECTION 13: INCENTIVE PAY PLAN

Fire unit employees who have reached Step "D" in their salary range shall be eligible to receive the following education incentive payments:

1. For completion of an Associate or Bachelor Degree: \$40.00 per month.
2. Any employee who receives a certified Fire Officer certificate from the State Board of Fire Services shall receive \$75.00 per month effective when the city receives the certificate.

Fire management employees who have reached Step "D" shall be eligible to receive incentive payments based on the following:

1. For completion of thirty (30) college units, fifteen (15) of which must be in Fire Science: \$150.
2. For completion of an Associate of Arts or Bachelor of Science Degree in Fire Science: \$40.00 per month.
3. Any employee, except the Fire Marshal, who receives a certified Fire Officer certificate from the State Board of Fire Services, shall receive \$75.00 per month effective when the city receives the certificate. The Fire Marshal shall receive \$75.00 per month for receiving the Fire Prevention Officer II certificate from the State Board of Fire Services.

Effective July 13, 2009, police unit employees hired after January 1, 2001 shall be eligible to receive POST certificate incentive pay. The POST certificate pay program will continue for all

employees hired prior to January 1, 2001. Police unit employees shall be eligible to receive incentive payments based on the following POST certificates:

1. For employees hired prior to January 1, 2001: For the award of the regular or specialized intermediate POST certificate: 5% of base salary payable with the normal payroll.
2. For employee hired after January 1, 2001: For the award of the regular or specialized intermediate POST certificate: 5% of base salary payable with the normal payroll.
3. For the award of the regular or specialized advanced certificate: 2-½% of base salary payable with the normal payroll.

Any police management employee hired after January 1, 2001 shall not be eligible to receive POST certificate incentive pay. The POST certificate pay program will continue for all employees hired prior to January 1, 2001. Police management employees shall be eligible to receive incentive payments based on the following POST certificates:

1. For the award of the advanced POST certificate: 2-½% of base salary.
2. For the award of the management POST certificate: 2-½% of base salary.

SECTION 14: CERTIFICATION

As determined by the city, the city will reimburse general unit employees for the costs associated with completing courses, taking examinations, or achieving certifications or licenses, which are required by the city (whether State mandate or city option) but which are not a requirement for all positions in the classification and/or were not required at the time of employment. Reimbursed costs shall include transportation or mileage paid at the IRS approved rate, tuition and fees. The city also agrees to pay the costs associated with renewal for any license or certification so long as it is required. An example of such requirements is the license for certification water systems operator. This provision does not affect any existing or past practice with regard to the city's compensation for licenses. The City will determine how many and which Utilities Maintenance Worker(s) will be required to obtain and maintain Backflow Tester, Backflow Specialist and Water Sampler A certifications. A 2.0% stipend will be paid for each certificate held by those employees required to maintain the certificate by the department head.

SECTION 15: MANAGEMENT COMPENSATION PLAN

This plan will provide 3% of employees' January base wage for implementation of a cafeteria type plan in addition to all other salary and employee benefits granted in the budget. This management plan covers all management and confidential employees.

SECTION 16: MATCHED DEFERRED COMPENSATION PROGRAM

Fire unit employees shall be eligible for matched employer contributions for deferred compensation based on the schedule listed below. The matched employer contributions shall be in \$25.00 increments as follows:

Year One of Participation

Employee contributes \$25.00 per pay period.

City will match \$25.00 per pay period.

City will match \$150.00 per pay period.

If an employee reduces his/her contributions below the achieved level of contribution as matched by the city, employer contributions will cease and the employee is no longer eligible for matched employer contributions.

SECTION 17: RETIREMENT CONTRIBUTION

The City shall provide the CalPERS retirement formula of 3% @ 55 for fire employees. The City shall pay 9% of the fire bargaining unit employees 9% share of retirement. Pursuant to resolution adopted by the City Council, the City shall pay 100% of the required contribution for fire management employees.

The City shall provide the CalPERS retirement formula of 3% @ 55 and the military service credit as public service for police employees effective June 10, 2002. The City shall pay 9% of the employees 9% share of the retirement.

The City shall provide the CalPERS retirement formula of 3% @ 60 for miscellaneous management employees. The City shall pay 8% of the employees 8% share of retirement.

For retirement purposes only and pursuant to resolution adopted by the City Council, the City shall report the value of employer paid member contributions as compensation for department heads, management and confidential employees only. Pursuant to resolution adopted by the City Council, the City shall pay 100% of the required employee contribution.

SECTION 18: PER DIEM FOR MANAGEMENT EMPLOYEES

The City shall reimburse the city manager, department heads and management personnel \$50.00 per day when overnight travel is required; \$25.00 per day for travel days and a daily commuter allowance of \$10.00 per day. Food receipts will not be required for the per diem or commuter allowance.

SECTION 19: TEMPORARY UPDATE IN PAY

California Public Employees' Retirement Law §571 exclusively identifies and defines special compensation items for members employed by a contracting agency that must be reported to CalPERS if they are contained in a written labor policy or agreement. In some instances an employee may receive "Temporary Upgrade Pay" when they are required by their employer, or governing board or body, to work in an upgraded position/classification of limited duration. In such instances, the "Temporary Upgrade Pay" will be reported as premium pay.