

The City of Hanford
CALIFORNIA



City Council Meeting
Agenda

April 20, 2010

COUNCIL CHAMBERS, CIVIC AUDITORIUM
400 N. Douty Street

COUNCIL MEETING AGENDA - 7:30 p.m.

PLEASE NOTE
TIME OF
MEETING

CITIZEN ON PATROL

- (1) Introduction of new Citizen on Patrol Volunteers Patricia Bresee, Chad Mello, and Martin Markle.

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 Special Meeting Minutes of March 23, 2010.

(3b) Approval of City Council Meeting Minutes of April 6, 2010.

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}

- (3c) Rejection of Claim for Personal Injury filed by Avelino C. Barcellos III and refer the matter to the city's liability adjuster.

Police

- (3d) Request by Hanford Celebration Committee for annual Portuguese Celebration Parade from the Fraternal Hall to St. Brigid's Church and back to the Fraternal Hall on Sunday, May 23, 2010.

Public Works

- (3e) Acceptance of Notice of Completion for Tract No. 806, Hanford Auto Mall.

- (3f) Acceptance of Notice of Completion for Public Supply Water Wells No. 48 and 49 Equipment Installation Project.

Bills and Reports

- (3g) Warrants submitted for payment April 1-15, 2010.

MAYOR

- (4) Appointment to Main Street Hanford Board of Directors.
- (5) Proclamation "Water Awareness Month", May, 2010.
- (6) Proclamation "Happy Hearts Day", May 1, 2010.
- (7) Proclamation "National Day of Prayer", May 6, 2010.

PUBLIC WORKS

- (8) Authorization to award contract to Agee Construction Corporation of Clovis, California, for the 11th Avenue Reconstruction/Widening Project from Hume Avenue to Houston Avenue (\$937,489). (ROLL CALL VOTE)

ADMINISTRATION

- (9) Request for out-of-state travel for Vice Mayor Sorensen, Council Member Willis, and newly appointed City Manager Straus to travel to Washington, D.C. to discuss funding opportunities through the city's lobbying program. (ROLL CALL VOTE)
- (10) Approval of Ninth Amendment to Agreement between Tenants-In-Common regarding purchase of real property for the Hanford Joint Educational Center and approve the lease agreement with Esteban Escarcega. (ROLL CALL VOTE)
- (11) Approval of Memorandum of Understanding (MOU) between the City of Hanford and the Hanford Firefighters, Local 3898, IAFF, for the period beginning January 1, 2010 and terminating December 31, 2011. (ROLL CALL VOTE)
- (12) Approval of Memorandum of Understanding (MOU) between the City of Hanford and the Hanford Firefighters, Local 3898, IAFF, (Fire Captains Unit) for the period beginning January 1, 2010 and terminating December 31, 2011. (ROLL CALL VOTE)

UNSCHEDULED ORAL PRESENTATIONS

- (13)** 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

ADJOURN 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

EVENT CALENDAR

Thurs/Apr 22	Parking and Traffic Commission Meeting Council Chambers	4:00 pm
Thurs/Apr 22	Main Street Hanford's Annual Dinner/Mtg Irwin Street Inn, 522 n. Irwin Street \$20 p/person	6:00 p.m.
Mon/Apr 26	Tree Commission Meeting Council Chambers	5:30 pm
Tues/Apr 27	Planning Commission Meeting Council Chambers	7:00 pm

Tues/May 4	CITY COUNCIL MEETING Council Chambers	4:00 pm/7:30 pm
Mon/May 10	Parks and Recreation Commission Meeting Council Chambers	5:30 p.m.
Tues/May 11	WASHINGTON TRIP (Willis, Sorensen, Straus)	
Tues/May 11	Planning Commission Meeting Council Chambers	7:00 pm
Tues/May 18	CITY COUNCIL MEETING Council Chambers	4:00 pm/7:30 pm
Mon/May 24	Tree Commission Meeting Council Chambers	5:30 p.m.
Tues/May 25	Planning Commission Meeting Council Chambers	7:00 p.m.
Thurs/May 27	Parking & Traffic Commission Meeting Council Chambers	4:00 p.m.

**MINUTES
HANFORD CITY COUNCIL
SPECIAL MEETING
March 23, 2010**

A special meeting of the Hanford City Council was held and duly called to order by Mayor CHIN in the Council Chambers at the Civic Auditorium, 400 N. Douty Street, Hanford, California, at 5:24 P.M.

COUNCIL MEMBERS PRESENT

AYERS, CHIN, SORENSEN, THOMAS, WILLIS

COUNCIL MEMBERS ABSENT

NONE

STAFF PRESENT

City Clerk Madruga

CITY ATTORNEY

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

PRESS PRESENT

Eiji Yamashita, Hanford Sentinel

ADJOURN TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

At 5:25 p.m., Mayor CHIN adjourned the Hanford City Council Special Meeting to Closed Session for discussion of the following:

- (a) **PUBLIC EMPLOYEE APPOINTMENT** (GC 54957)
Title: City Manager
- (b) **CONFERENCE WITH LABOR NEGOTIATORS** (GC 54957.6)
Agency Representatives: Robert Dowd and Paul Kimura
Unrepresented Employee: City Manager

RECONVENE TO OPEN SESSION

At 6:03 p.m., Mayor CHIN reconvened the Hanford City Council Special Meeting.

(c) **Report of Actions Taken in Closed Session.**

Mayor CHIN called on City Attorney Dowd to report on actions taken by the city council in closed session.

City Attorney Dowd advised the public that the city council had identified Hilary Straus as its choice to be the next city manager for the City of Hanford.

City Attorney Dowd reported that after City Manager Misenhimer advised the city council in September, 2009, that he decided to retire effective May 1, 2010, the city council decided to retain an executive search firm to assist the city council in identifying Hanford's next city manager. The city council ultimately retained Avery & Associates in October, 2009, who conducted an executive search resulting in fifty-three (53) applicants seeking the position of Hanford's next city manager. The city council reviewed the fifty-three (53) applications and narrowed the group to eight (8). These eight (8) applications were evaluated in detail, and ultimately three (3) applicants were chosen to be interviewed. Following the oral interviews and further investigation and study, the city council narrowed the list to Mr. Hilary Straus.

ADMINISTRATION

(e) **Public Employment and Compensation; Employee - City Manager**

City Attorney Dowd stated the city council reviewed the Employment Agreement during closed session noting that specific items addressing salary and benefits remained to be determined. He noted that the city council discussed in detail with its labor negotiator all aspects of the proposed Employment Agreement in closed session.

Motion was made by Council Member THOMAS, seconded by Council Member WILLIS, to approve the Employment Agreement to include the following benefits: an annual salary of \$160,000; a cafeteria-type benefit of three percent (3%); vacation accrual of 5.24 hours per pay period, to increase to 6.16 hours per pay period on December 1, 2013, the fifth anniversary of Mr. Straus' employment with the City of Hanford; sick leave accrual of 4.62 hours per pay period; and nine (9) months of severance in the event Mr. Straus is terminated without cause. Motion carried by the following roll call vote:

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

City Attorney Dowd asked Mr. Straus if the Employment Agreement was acceptable.

Deputy City Manager/Community Development Director Straus stated he was in full agreement with the terms and conditions of the Employment Agreement.

It was the consensus of the city council to authorize Mayor CHIN to execute the Employment Agreement on behalf of the City, and advised the City Clerk that the pages for pay and benefits information would be exchanged with new pages identifying the final numbers reached by the city council.

UNSCHEDULED ORAL PRESENTATIONS

(d) **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.

Sandra Dawson, Chairwoman of the Homecoming Committee, invited the city council to get involved in the Homecoming festivities. She stated she has made changes this year, and the Homecoming Committee will be hosting events in Lemoore and Corcoran. She stated this year's parade will be held on Saturday, May 15, 2010, and the Homecoming Breakfast on Monday, May 10, 2010.

Jim Castleman, Kings County Job Training, thanked City Manager Misenhimer for his leadership. He congratulated Hilary Straus and stated he is confident he will do a great job in Hanford.

ADJOURNMENT

At 6:28 p.m., Mayor CHIN adjourned the Hanford City Council Special Meeting.

Respectfully submitted,

Karen Madruga, CMC
City Clerk

**MINUTES
HANFORD CITY COUNCIL
April 6, 2010**

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 7:34 P.M.

COUNCIL MEMBERS PRESENT

AYERS, CHIN, SORENSEN, THOMAS

COUNCIL MEMBERS ABSENT

WILLIS

STAFF PRESENT

City Manager Misenhimer, Finance Director Dibble, Deputy City Manager Lindsay, Deputy City Manager/Community Development Director Straus, Public Works Director Camara, Deputy Public Works Director Doyel, Economic Development Manager Marty, Police Captain Smith, Building Official Kochar, Planning Manager Cain, City Clerk Madruga.

CITY ATTORNEY

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

PRESS PRESENT

None

(1) Presentation of Certificates of Appreciation to Police Explorers.

Police Captain Smith presented Certificates of Appreciation to Hanford Police Explorers who competed in the Second Annual Central Valley Law Enforcement Explorer Competition at the Tulare County Fairgrounds, March 19-21, 2010. He stated the competition gives the Explorers the opportunity to test their skills in real life situations.

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.

Mayor CHIN opened the floor for any unscheduled oral presentations.

Gary Pannett stated his comments are in relation to Conditional Use Permit No. 2009-02. He stated that in considering the difficult financial times we are in, it is disheartening that the city charges other governmental agencies for an appeal process. He stated for the normal citizen, the cost of an appeal is strictly prohibited. He respectfully requested the city council review their policy of charging governmental agencies and consider reducing the amount of fees for the citizens of Hanford.

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) Approved ***City Council Special Meeting Minutes*** of March 4, 2010.

(3b) Approved ***City Council Meeting Minutes*** of March 16, 2010.

Community Development

- (3c) Approved **Resolution** denying **Conditional Use Permit No. 2009-02**, filed by Balwinder Kaur Brar, proposing to upgrade the existing beer and wine license in order to sell hard liquor at a convenience store.

(Resolution No. 10-13-R – Resolution of the City Council of the City of Hanford denying Conditional Use Permit No. 2009-02, Balwinder Kaur Brar)

Public Works

- (3d) Authorized permission to **advertise for bids** for the **12th Avenue Widening** from Home Depot to Grangeville Boulevard and Greenfield Avenue Extension Projects and approve budget amendments adding Proposition 1B funding to both projects.

Bills and Reports

- (3e) Received **Warrants** submitted for payment March 9-31, 2010.
(3f) Received **Treasurer's Report of Investment and Cash** as of January 2010.
(3g) Received **Treasurer's Report of Investment and Cash** as of February 2010.

MAYOR

- (4) **Proclamation "KCAO Week of the Young Child", April 19-25, 2010.**

Mayor CHIN read the proclamation "KCAO Week of the Young Child", April 19-25, 2010, and presented the proclamation to Glenda Stephens, Director of Head Start.

CLERK

- (5) **Adoption of Ordinance adding Section 2.58 of Title 2 of the Hanford Municipal Code pertaining to Reserve Police Officers.**

City Clerk Madruga read the ordinance by title.

Motion was made by Council Member AYERS, seconded by Council Member THOMAS, that the complete reading of the ordinance be waived and the ordinance adding Section 2.58 of Title 2 of the Hanford Municipal Code pertaining to Reserve Police Officers be adopted. 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 WILLIS

(Ordinance No. 10-04 – An Ordinance of the City Council of the City of Hanford adding Section 2.58 of Title 2 of the Hanford Municipal Code pertaining to Reserve Police Officers.)

- (6) **Adoption of Ordinance authorizing an amendment to the contract between the City Council of the City of Hanford and the Board of Administration of the California Public Employees' Retirement System.**

City Clerk Madruga read the ordinance by title.

Motion was made by Council Member AYERS, seconded by Council Member THOMAS, that the complete reading of the ordinance be waived and the ordinance authorizing an amendment to the contract between the City Council of the City of Hanford and the Board of Administration of the California Public Employees' Retirement System be adopted. 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 WILLIS

(Ordinance No. 10-05 – An Ordinance of the City Council of the City of Hanford authorizing an amendment to the Contract between the City Council of the City of Hanford and the Board of Administration of the California Public Employees' Retirement System.)

PUBLIC HEARING

(7) Public Hearing on Application of Jose L. Ortiz Rameriz dba Joee's Taxi Service to operate one (1) taxicab in the city of Hanford.

Mayor CHIN declared the public hearing opened.

Finance Director Dibble stated Jose L. Ortiz Rameriz dba Joee's Taxi Service has filed an application to operate one taxicab to service Hanford residents. A public hearing on the application must be held by the city council to consider the application and determine if the public interest, necessity and convenience will be served by this taxicab business. Staff recommends the city council hold the public hearing and, thereafter, approve the resolution authorizing a permit to operate a taxicab business within the city of Hanford to Jose L. Ortiz Rameriz dba Joee's Taxi Service and approve the rate schedule.

Mayor CHIN opened the public comment portion of the public hearing.

TESTIMONY

Gabrial Garcia, Mendez Bros. Taxi, stated Mr. Rameriz used to work for them and they received a lot of complaints about his driving. She stated they wanted the city council to know that they are not affiliated with Mr. Rameriz.

Jose Ortiz Rameriz stated Hanford needs more taxicabs. He stated he used to work for Mendez Bros. Taxi but no longer does. He commented on the salary paid to Mendez Bros. employees. He asked staff to explain Section 5.52.100 of the Hanford Municipal Code.

Finance Director Dibble stated Section 5.52.100 prohibits a person from holding more than one taxicab permit at a time.

Council Member THOMAS stated the applicant looked familiar to him.

Jose Ortiz Rameriz stated he used to work for Council Member THOMAS.

Council Member THOMAS excused himself from discussion and left the dais.

Council Member SORENSEN noted that there were no charges for standby.

Jose Ortiz Rameriz stated he overlooked those charges and would need to bring this back to the city council for revision.

Council Member SORENSEN advised Mr. Rameriz that he could revise the resolution and add these charges at this time.

Jose Ortiz Rameriz stated he would like to charge \$14 for standby.

A Mendez Bros. employee, stated Mr. Rameriz is applying to operate his taxicab at the same rates as Mendez Bros. Taxi. He stated their employees get paid by commission (50%); therefore, the more they work, the more they can make. He stated they operate seven (7) taxicabs in Hanford.

Mayor CHIN closed the public portion of the public hearing.

Hearing no further comments, Mayor CHIN declared the public hearing closed.

Motion was made by Council Member AYERS, seconded by Council Member SORENSEN, to approve the resolution authorizing a permit to operate a taxicab business within the city of Hanford to Jose L. Ortiz dba Joe's Taxi Service and the rate schedule as amended to include a \$14 standby charge. 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 WILLIS

Council Member THOMAS returned to the dais.

- (8) **Public Hearing to establish fees and penalties for the new Water Efficient Landscape Design and Installation Ordinance, Chapter 12.08 of the Hanford Municipal Code.**
Mayor CHIN declared the public hearing opened.

Building Official Kochar stated on January 19, 2010, the city council complied with the Water Conservation in Landscape Act of 2006, by adopting an ordinance requiring the city to perform plan review and inspection services. This resolution has been prepared to recover the costs incurred by the city to perform the plan review and inspection services. Staff recommends the city council hold the public hearing and, thereafter, approve the resolution establishing a fee schedule to enforce the requirements of the Water Efficient Landscape Design and Installation Ordinance, Chapter 12.08 of Title 12 of the Hanford Municipal Code.

Mayor CHIN opened the public comment portion of the public hearing.

TESTIMONY

None.

Mayor CHIN closed the public comment portion of the public hearing.

Hearing no further comments, Mayor CHIN declared the public hearing closed.

Motion was made by Council Member AYERS, seconded by Council Member THOMAS, to approve the resolution establishing a fee schedule to enforce the requirements of the Water Efficient Landscape Design and Installation Ordinance, Chapter 12.08 of Title 12 of the Hanford Municipal Code. 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 WILLIS

(Resolution No. 10-15-R - Resolution of the City Council of the City of Hanford establishing a fee schedule to enforce the requirements of the Water Efficient Landscape Design and Installation Ordinance, Chapter 12.08 of Title 12 of the Hanford Municipal Code.)

- (9) **Public Hearing to solicit input on needs and priorities for the Annual Action Plan with the Fiscal Year 2010-11 Community Development Block Grant Entitlement Community Grant Fund Allocation.**

Mayor CHIN declared the public hearing opened.

Economic Development Manager Marty stated as an Entitlement Community, the city should receive approximately \$533,249 from the U.S. Department of Housing and Urban Development

(HUD) for FY 2010-11. These funds are used to benefit low to moderate-income persons and neighborhoods within our community. A summary of the city's CDBG accounts indicate there is a \$468,288.50 deficit in program income. Staff is in the process of developing the FY 2010-11 Action Plan that specifies the projects to be undertaken with these funds. Staff recommends the city council hold the public hearing to receive public input on the Community Development Block Grant Action Plan and use of the FY 10-11 Entitlement Community grant Funds.

Mayor CHIN opened the public comment portion of the public hearing.

TESTIMONY

None

Mayor CHIN closed the comment portion of the public hearing.

Hearing no further comments, Mayor CHIN declared the public hearing closed.

FINANCE

(10) Acceptance of Fiscal Year 2009 audit reports and financial statements for the city of Hanford, the Single Audit Report, and the Appropriations Limit Report filed by the CPA firm of Sampson & Sampson.

Finance Director Dibble stated the CPA firm of Sampson & Sampson was hired by the city council to audit the books, records and accounts of the city of Hanford. Their audit covered subject compliance matters and internal controls as well as financial statements and data. The reports are favorable and unqualified with no findings or recommendations. Staff recommends the city council accept and file the 2009 audit report and financial statement filed by the CPA firm of Sampson & Sampson.

Motion was made by Vice Mayor SORENSEN, seconded by Council Member THOMAS, to accept the Fiscal Year 2009 audit reports and financial statements for the city of Hanford, the Single Audit Report, and the Appropriations Limit Report filed by the CPA firm of Sampson & Sampson. Motion carried by the following roll call vote:

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

(11) Authorization to sell city owned surplus property located at 1159 W. Seventh Street to Ashok K. Verma MD (\$220,000).

Finance Director Dibble stated at the September 15, 2009, city council meeting, action was taken to declare city owned property located at 1159 W. Seventh Street as surplus property to be sold at public auction. Bids were opened on March 23, 2010, with Dr. Ashok K. Verma submitting the high bid of \$220,000. Staff recommends the city council accept the high bid of \$220,000 from Dr. Ashok K. Verma for property located at 1159 W. Seventh Street and authorize the opening of escrow with Chicago Title.

Motion was made by Vice Mayor SORENSEN, seconded by Council Member THOMAS, to authorize the sale of city owned surplus property located at 1159 W. Seventh Street to Ashok K. Verma MD in the amount of \$220,000. Motion carried by the following roll call vote:

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

PUBLIC WORKS

(12) Authorization to Award contract to Bush Engineering of Hanford, California for the 11th Avenue from Third Street to Ivy Street and Douty Street from Cortner Street to Windsor Drive Rehabilitation/Overlay Projects (\$1,325,678).

Deputy Public Works Director Doyel stated bids were solicited and opened on March 18, 2010, for the 11th Avenue from Third Street to Ivy Street and Douty Street from Cortner Street to Windsor Drive Rehabilitation/Overlay Projects. Improvements include reconstructing curb ramps, cold-in-place recycling of existing asphalt, construction of an asphalt concrete pavement overlay, raising of water valves, survey monuments and manhole frames to finished grade, and restriping. Four (4) bids were received with Bush Engineering submitting the low bid of \$1,325,678. Work on this project is expected to begin in June 2010. Staff recommends the city council award a contract to Bush Engineering of Hanford, California for the 11th Avenue from Third Street to Ivy Street and Douty Street from Cortner Street to Windsor Drive Rehabilitation/Overlay Projects in the amount of \$1,325,678, approve a budget amendment revising the funding for the 11th Avenue Project to include the redistribution of ARRA funds (\$194,567), and establish a construction contingency of \$132,000.

Motion was made by Vice Mayor SORENSEN, seconded by Council Member AYERS, to award a contract for the 11th Avenue from Third Street to Ivy Street and Douty Street from Cortner Street to Windsor Drive Rehabilitation/Overlay Projects to Bush Engineering of Hanford, California in the amount of \$1,325,678, approve a budget amendment revising the funding for the 11th Avenue Project to include the redistribution of ARRA funds (\$194,567), and establish a construction contingency of \$132,000. 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 WILLIS

(13) Authorization to execute contract with Iterus for the Traffic Signal Coordination Project (\$128,327.55).

Deputy Public Works Director Doyel stated this project will provide for the purchase and installation for the infrastructure needed to coordinate the traffic signals along the 12th Avenue corridor from Hanford-Armona Road to Grangeville Boulevard, the 11th Avenue corridor from Hanford-Armona Road to Grangeville Boulevard, and the Lacey Boulevard corridor from 11th Avenue to 13th Avenue. The FY 05-06 Streets Capital Improvement program budget provides funds for equipment and installation for this project. In addition, staff was successful in obtaining a \$90,000 grant from the State of California under Proposition 1B Traffic Light Synchronization Program. Staff recommends the city council execute a contract with Iterus for the Traffic Signal Coordination Project in the amount of \$128,327.55.

Motion was made by Council Member AYERS, seconded by Council Member THOMAS, to execute a contract with Iterus for the Traffic Signal Coordination Project in the amount of \$128,327.55. 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 WILLIS

ADMINISTRATION

(14) Memorandum of Understanding between the City of Hanford and the Hanford General Employees for the period of January 1, 2009 through December 31, 2010.

Deputy City Manager Lindsay stated the management negotiating team and the general unit employees have met and conferred and have come to an agreement on a two year Memorandum

of Understanding (MOU). Terms of the MOU include the Employer Paid Member Contributions (EPMC), implementation of a 3/12 + 8 hour work schedule for Communication Dispatchers on a trial basis, Section 125 plan at no cost to the city, and clean up language in the MOU. Staff recommends the city council approve the Memorandum of Understanding between the City of Hanford and the general unit employees.

Motion was made by Council Member AYERS, seconded by Council Member THOMAS, to approve the Memorandum of Understanding (MOU) between the City of Hanford and the Hanford General Employees for the period of January 1, 2009 through December 31, 2010. 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 WILLIS

(15) Resolution for paying and reporting the value of employer paid member contributions related to the California Public Employees Retirement System.

Deputy City Manager Lindsay stated this resolution reflects the council's approval to implement a resolution for paying and reporting the value of employer paid member retirement contributions for general bargaining unit employees. Staff recommends the city council approve this resolution.

Motion was made by Vice Mayor SORENSEN, seconded by Council Member THOMAS, to approve the resolution paying and reporting the value of employer paid member contributions related to the California Public Employees Retirement System. Motion carried by the following roll call vote:

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

(Resolution No. 10-16-R - Resolution of the City Council of the City of Hanford, State of California, for paying and reporting the value of employer paid member contributions related to the California Public Employees Retirement System.)

UNSCHEDULED ORAL PRESENTATIONS

(16) 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

Mayor CHIN asked if there were any Council Reports. There were none.

STAFF COMMUNICATIONS

(a) ARRA Funds & Prop 1B Funds

City Manager Misenhimer congratulated Public Works Director Camara and Deputy Public Works Director Doyel on their ability to acquire ARRA funds and Prop 1B funds to help offset our general fund. These funds will be used for street projects throughout the city.

(b) Slurry Seal

Public Works Director Camara stated the city will begin its annual slurry seal project next week. The area for the slurry seal is 12th Avenue and Hanford-Armona Road.

(c) **Council Chambers**

Public Works Director Camara stated following the April 20, 2010, city council meeting, all public meeting proceedings will be moved to the City Hall Training Room due to the reconstruction of the Council Chambers. He stated the project should take approximately 2 months to complete. The city is using Prop 46 Workforce Grant Funds for this project.

ADJOURNMENT

At 9:06 p.m., Mayor CHIN adjourned the Hanford City Council meeting to a meeting of the Hanford Community Redevelopment Agency.

Respectfully submitted,

Karen Madruga
City Clerk

City of HANFORD

CALIFORNIA 93230
CITY OFFICES 319 NORTH DOUTY STREET



MAYOR
DAN CHIN

VICE MAYOR
SUE SORENSEN

COUNCIL MEMBERS
DAVID G. AYERS
DAVE THOMAS
CATHERINE WILLIS

CITY MANAGER
GARY W. MISENHIMER

April 14, 2010

TO: City Manager/City Council

FROM: City Clerk

SUBJECT: Claim of Personal Injury filed by Avelino C. Barcellos III

RECOMMENDATION

That the city council, by motion, reject the claim of personal injury filed by Avelino C. Barcellos III and refer the matter to the city's liability adjuster.

DISCUSSION

The claimant alleges that on August 14, 2008, while he was a probationary employee he was terminated from employment. The claimant is seeking compensation for lost wages and emotional distress.

Staff recommends the city council reject this claim of personal injury and refer the matter to the city's liability adjuster.

FISCAL IMPACT

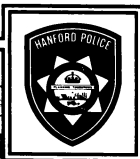
This claim imposes no additional impact on this year's budget.

Respectfully submitted,

CITY OF HANFORD

Karen Madruga, CMC
City Clerk

\\SERVER1\COMMON\City Manager\Personnel\LIABILIT\INJURY\Barcellos.doc



CITY OF HANFORD POLICE DEPARTMENT

CARLOS A. MESTAS, CHIEF OF POLICE

April 6, 2010

To: City Manager/City Council

From: Carlos A. Mestas, Chief of Police

Subject: The Hanford Celebration Committee request to hold their annual Portuguese Celebration parade from the Fraternal Hall to St Brigid's Church and back to the Fraternal Hall on May 23, 2010

RECOMMENDATION

That the City Council approve by motion, the route of the Hanford Portuguese celebration parade for Sunday, May 23, 2010.

DISCUSSION

Cindy Rodrigues, Secretary of the Hanford Celebration Committee request to have their annual Portuguese celebration parade on May 23, 2010. The procession will leave the Hanford Fraternal Hall on 10th Ave at 10:45 a.m. It will proceed south on Mary Street to Florinda Street. It will then proceed west on Florinda Street to Douty Street ending at St. Brigid's Church. The procession will return to the Fraternal Hall following a religious service. It will leave St Brigid's Church at 12:30 p.m. and proceed east on Florinda to the Fraternal Hall on 10th Ave.

The Hanford Celebration Committee extends an invitation to all to come and enjoy the Sopas luncheon served to the public on Sunday May 23, 2010 at the Fraternal Hall beginning at 11:00 a.m.

IMPACT ON THE BUDGET

The event will require two Citizen on Patrol volunteers to monitor the parade route during this event.

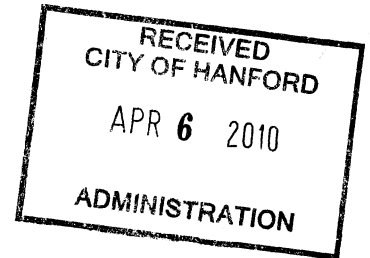
Sincerely,

Darrell Smith
Acting Chief of Police

Hanford Celebration Committee

*P.O. Box 221
Stratford, Ca. 93266
(559) 947-3519*

March 24, 2010



*Hanford City Council
315 N. Douty Street
Hanford, Ca. 93230*

Dear Council Members:

On Sunday, May 23, we are going to have our Annual Portuguese Celebration, and we respectfully request permission to have our Procession from the Hanford Fraternal Hall on 10th Avenue to the St. Brigid's Church and then back to the Fraternal Hall.

The route will be south on Mary Street to Florinda Street and west on Florinda Street to St. Brigid's Church on Douty Street. The Procession will leave the Fraternal Hall at approximately 10:45 a.m. and return at approximately 12:30 p.m.

The Hanford Celebration Committee extends an invitation to all of you and your families to come and enjoy the Soupa luncheon served to the public on Sunday, May 27th, starting at 11:00 a.m.

Respectfully Submitted

*Cindy Rodrigues, Secretary
Hanford Celebration Committee*





CITY OF HANFORD
Department of Public Works

Focused On Our Community 24/7

900 South 10th Avenue • HANFORD, CA 93230-5234 • (559) 585-2550

April 13, 2010

TO: City Manager/City Council

FROM: Deputy Public Works Director / Acting City Engineer

SUBJECT: Notice of Completion for Tract No. 806, Hanford Auto Mall

RECOMMENDATION

That the City Council, by motion, approve the Notice of Completion for Tract No. 806, Hanford Auto Mall, and authorize the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder.

DISCUSSION

Public Works improvements in this nine lot subdivision, located as shown on the attached map, have been completed in accordance with City standards and specifications.

As required, a 10 percent warranty security has been posted and shall remain in effect for a period of one year after recording of the Notice of Completion.

This subdivision was being developed by Hanford Development, L.L.C., but was taken over and completed by the Insurance Company of the West represented by Mike Davis of Sage and Associates.

SUPPORT OF COUNCIL GOALS

- Financially sound City providing quality services.
- Quality Revitalization, Redevelopment, and Development

Respectfully submitted,

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

Reviewed by,

Lou Camara
Director of Public Works

Attachment

RECORDING REQUESTED BY:
CITY OF HANFORD

When recorded return to:

City Clerk
City of Hanford
315 North Douty Street
Hanford, California 93230-3951

G.C. 27361.3 - Fee NIL

NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located at: County Tract No. 806 – Hanford Auto Mall
2. The Improvement is particularly described as: Subdivision Infrastructure Improvements
3. The date of completion of the work of Improvement: April 6, 2010
4. The Owner of the work of Improvement: City of Hanford
5. The nature of the owner's interest or estate: Fee Title Interest
6. The name of the original contractor for the work of Improvement: Hanford Development, L.L.C.
7. The surety for the work of Improvement: Insurance Company of the West
8. Accepted by minute action of the City Council of the City of Hanford on: April 20, 2010

I certify under penalty of perjury that the foregoing is true and correct. Dated this 20th Day of April, 2010.

BY: _____
Dan Chin, Mayor
City of Hanford, County of Kings, State of California

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF KINGS)

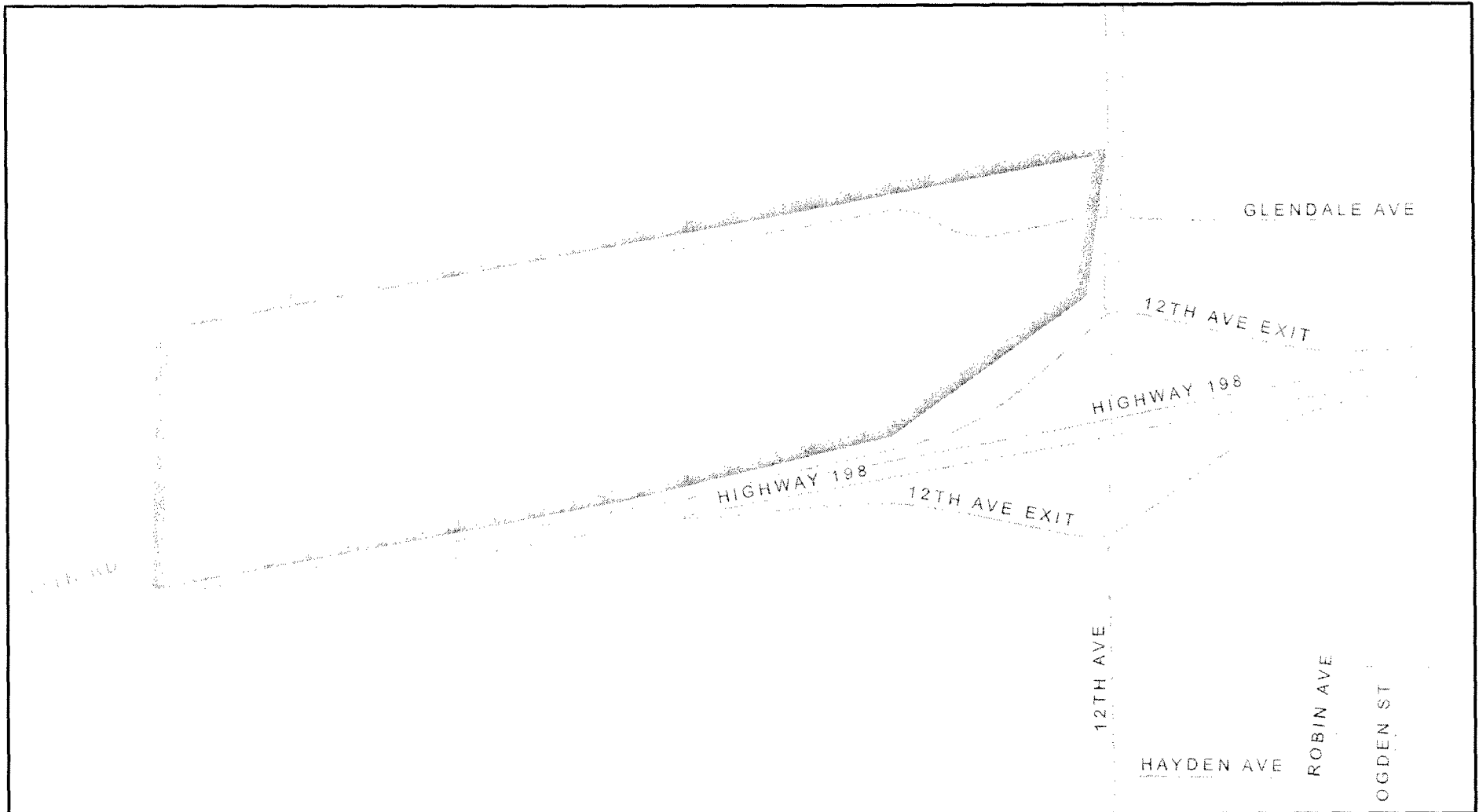
On this ____ day of _____, in the year 2010, before me, Karen Madruga, City Clerk of the City of Hanford, personally appeared Dan Chin, Mayor, known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same.

Executed by me at Hanford, California, on _____.

Karen Madruga
City Clerk, City of Hanford

Authority: Section 1181 Civil Code

TRACT 806 - HANFORD AUTO MALL



Legend

-  City Limits
-  Streets
-  2008 Primary Sphere
-  Parcel

LOCATION MAP - NO SCALE



CITY OF HANFORD

Department of Public Works

Focused On Our Community 24/7

900 South 10th Avenue • HANFORD, CA 93230-5234 • (559) 585-2550

April 12, 2010

TO: City Manager/City Council

FROM: Assistant Engineer

SUBJECT: Public Supply Water Wells No. 48 and 49 Equipment Installation Project
Notice of Completion

RECOMMENDATION

That the City Council, by motion, approve a Notice of Completion and authorize the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.

DISCUSSION

On July 21, 2009, the Council awarded the Water Wells No. 48 and 49 Equipment Installation Project to Emmett's Excavation of Clovis, CA. The work required for this project includes installation of City furnished pump, column pipe, pump enclosure, and other appurtenances. The project also includes connection to the existing water main, storm drainage installation and electrical control panel installation, including all appurtenances necessary to make the system complete and operable.

There were five change orders on this project.

SUPPORT OF COUNCIL GOALS

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

IMPACT ON BUDGET

The FY 2009 Water Capital Improvement Program Budget provides \$1,680,000.00 for construction and contingency of one of these wells of which \$834,000.00 had already been

encumbered. The FY 2008 Water Capital Improvement Program Budget for the Arsenic Reduction Infrastructure Project of which one of these wells was included has a construction fund balance of \$537,000.00 which is sufficient to fund this project. A copy of Budget Page 261 is attached for Council review.

The total cost to complete the project was \$506,023.68. Attached are the Final Project Construction and Finance History for Council review.

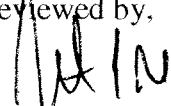
Respectfully submitted,



Steven Weatherly, E.I.T.
Assistant Engineer

Attachment

Reviewed by,



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

FINAL PROJECT CONSTRUCTION AND FINANCE HISTORY

PROJECT: Public Supply Water Wells No. 48 and 49 Equipment Installation Project

CONTRACTOR: Emmett's Excavation
1477 Menlo Ave.
Clovis, CA 93611

CONTRACT DATES:	Bid Date	July 9, 2009
	Council Award	July 21, 2009
	Contractor Started Work	September 21, 2009
	Contract Time of Completion	April 2, 2010
	Contractor Completed Work	April 2, 2010

CONTRACT CHANGE ORDERS:

Contract Change Order No.1:	Install TEE in water main for future fire hydrant, install water service at well 49.
Contract Change Order No.2:	Hot tap water main at 10 th Ave. and Encore Dr., 8" pipe and fittings at Encore and Fairmont, relocate water main in Encore Park.
Contract Change Order No.3:	Install pull box near pumps, eliminate conduits that are not needed, install underground feeders between panels, install Edison conduit per revised plan, Install conduits from RTU to VFD, install lights with 2-57 watt lamps.
Contract Change Order No.4:	Relocate well 49 pressure switch, remove rust from wellhead, extra work for setting generator, connect lights and receptacle to electrical service for well 39.
Contract Change Order No.5:	Time extension due to site availability and weather delays.

FINANCIAL HISTORY:

<u>SOURCE OF BUDGET FUNDING</u>	<u>AMOUNT</u>
FY 2008 Water Capital Improvement Program Balance	\$ 537,000.00
FY 2009 Water Capital Improvement Program Budget	\$ 1,680,000.00
Well 49 Drilling	(\$ 834,000.00)
Balance of Budget	\$ <u>846,000.00</u>
Total Budget Funding	\$ <u>1,383,000.00</u>

CONSTRUCTION COSTS

Contract – Total Bid Award	\$ 500,090.00
CCO # 1	\$ 2,440.96
CCO # 2	\$ 381.72
CCO # 3	(\$ 3,747.62)
CCO # 4	\$ 6,858.62
Total Construction Cost	\$ <u>506,023.68</u>
Fund Balance	\$ <u>876,976.32</u>

RECORDING REQUESTED BY:
CITY OF HANFORD

When recorded return to:

City Clerk
City of Hanford
315 North Douty Street
Hanford, California 93230-3951

G.C. 27361.3 - Fee NIL

NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located at: 417 Encore Drive and 1386 Waterview Street in Hanford, CA.
2. The Improvement is particularly described as: Construction of facilities and equipment installation for two well sites.
3. The date of completion of the work of Improvement: April 2, 2010
4. The Owner of the work of Improvement: City of Hanford.
5. The nature of the owner's interest or estate: Fee Simple Title
6. The name of the original contractor for the work of Improvement: Emmett's Excavation Inc.
7. The surety for the work of Improvement: Fidelity and Deposit Company of Maryland
8. Accepted by minute action of the City Council of the City of Hanford on: April 20, 2010

I certify under penalty of perjury that the foregoing is true and correct. Dated this 20th day of April, 2010.

BY: _____
Dan Chin, Mayor
City of Hanford, County of Kings, State of California

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF KINGS)

On this ____ day of _____, in the year 2010, before me, Karen Madruga, City Clerk of the City of Hanford, personally appeared Dan Chin, Mayor, known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same.

Executed by me at Hanford, California, on _____.

Karen Madruga
City Clerk, City of Hanford

Authority: Section 1181 Civil Code

CITY OF HANFORD

Two Year Budget

Fiscal Years 2008 and 2009

CAPITAL IMPROVEMENT PROJECT

WATER - ARSENIC REDUCTION INFRASTRUCTURE PROJECTS	620	808659
	620	809649

	2007-08 <u>PROPOSED</u>	2008-09 <u>PROPOSED</u>	2009-10 <u>PROJECTED</u>
<u>PROJECT COSTS</u>			
Engineering	200,000	75,000	
Inspection	65,000	35,000	
Construction	3,350,000	1,500,000	
Equipment	900,000	300,000	
Department Overhead	25,000	20,000	
City Overhead	35,000	25,000	
Contingency	335,000	180,000	
Total Costs	4,910,000	2,135,000	NA

SOURCE OF FUNDING

620 Long Term Financing - Arsenic Reduction Bonds	4,910,000	2,135,000	
Total	4,910,000	2,135,000	NA

PROJECT DESCRIPTION/JUSTIFICATION

These funds will be used to drill and equip new water deep wells, to rehabilitate existing deep wells and to extend/upgrade water distribution system facilities in order to bring our water supply and delivery system into compliance with Federal/State Regulations for water quality.

Fiscal Year 2007-08

Drill and equip two new deep wells to replace existing city water wells no. 31 and no. 34.
 Rehabilitate existing water well no. 39 if feasible or replace with new deep well.
 Replace under sized distribution mains to maintain system operating pressures in various locations throughout the city.

Fiscal Year 2008-09

Drill and equip one new deep well to replace existing city water well no. 2.
 Abandon six existing water wells and convert three existing wells to standby status in accordance with Federal Administrative Compliance Order Requirements.
 Replace under sized distribution mains to maintain system operating pressures in various locations throughout the city.

City of Hanford
Department of Finance

971,601.98

SPI
DATE: 04/15/2010
TIME: 09:06:22

CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	DIVISION	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	82427	04/02/10	14819 D S WATERS OF AMERICA, I	2071	JUL 09- JUN 10 BLANKET	0.00	15.95
1001	82427	04/02/10	14819 D S WATERS OF AMERICA, I	2071	JUL 09- JUN 10 BLANKET	0.00	-8.85
TOTAL CHECK						0.00	7.10
1001	82428	04/02/10	00000713 BAVCO	2081	WILKINS LEAD FREE 975X	0.00	2,208.30
1001	82428	04/02/10	00000713 BAVCO	2081	WILKINS LEAD FREE 975X	0.00	1,131.21
1001	82428	04/02/10	00000713 BAVCO	2081	FBCO 825Y 3/4-1 1/4" R	0.00	141.59
1001	82428	04/02/10	00000713 BAVCO	2081	FEBCO 850/860 1/2-3/4"	0.00	14.29
1001	82428	04/02/10	00000713 BAVCO	2081	FEBCO 850/860 1" CK RB	0.00	16.45
1001	82428	04/02/10	00000713 BAVCO	2081	WKNS 975XL 3/4-1" RBR	0.00	70.90
1001	82428	04/02/10	00000713 BAVCO	2081	WKNS LEAD FREE 975XL2	0.00	1,191.83
1001	82428	04/02/10	00000713 BAVCO	2081	FEBCO 805Y-825Y 1 1/2-	0.00	129.25
1001	82428	04/02/10	00000713 BAVCO	2081	WKNS 950XL 1 1/4-2" RB	0.00	118.86
1001	82428	04/02/10	00000713 BAVCO	2081	ESTIMATED SHIPPING/HAN	0.00	142.29
TOTAL CHECK						0.00	5,164.97
1001	82429	04/02/10	14881 KEVIN BLACKBURN	2011	ADV/ANAHEIM/4/13-15	0.00	125.00
1001	82430	04/02/10	20038 CALIF DEPT OF PUBLIC HEA	2081	G. MALINE: CERT RENEW	0.00	55.00
1001	82430	04/02/10	20038 CALIF DEPT OF PUBLIC HEA	2081	D. BROWN: CERT RENEW G	0.00	55.00
1001	82430	04/02/10	20038 CALIF DEPT OF PUBLIC HEA	2081	E. HODSON: CERT RENEW	0.00	55.00
TOTAL CHECK						0.00	165.00
1001	82431	04/02/10	T0000989 EXTENDED STAY AMERICA	2011	LDG/ANAHEIM/4/13-15	0.00	133.38
1001	82432	04/02/10	00001793 AMBER JONES	1720	LINE DANCE FEB 2010	0.00	91.00
1001	82433	04/02/10	46300 JORGENSEN & CO, INC	2040	JUL 09-JUN 10 BLANKET	0.00	151.55
1001	82434	04/02/10	52957 WILLIAM LYNCH	1610	EXP/MODESTO/3/12	0.00	20.00
1001	82435	04/02/10	00001348 CARLOS A MESTAS	1511	EXP/SAN JOSE/2/27-3/2	0.00	102.00
1001	82436	04/02/10	14392 NEWEGG, INC	1315	REPLACEMENT CABLE MODE	0.00	60.60
1001	82436	04/02/10	14392 NEWEGG, INC	1315	NOTEBOOK MOUSE 3000 SL	0.00	47.61
1001	82436	04/02/10	14392 NEWEGG, INC	1315	ESTIMATED SHIPPING/HAN	0.00	5.94
1001	82436	04/02/10	14392 NEWEGG, INC	1315	ESTIMATED SHIPPING/HAN	0.00	5.94
1001	82436	04/02/10	14392 NEWEGG, INC	1511	DVD-RAM DISC	0.00	213.04
1001	82436	04/02/10	14392 NEWEGG, INC	1512-2	ESTIMATED SHIPPING/HAN	0.00	17.35
TOTAL CHECK						0.00	350.48
1001	82437	04/02/10	09675 THOMSON REUTERS/BARCLAYS	1611	T 19 PUBLIC SAFETY US	0.00	128.00
1001	82438	04/08/10	13049 CLEARINGHOUSE, ATLAS# 00	400	G BARRERA PP7 4/10	0.00	281.13
1001	82439	04/08/10	14533 FRANCHISE TAX BOARD	400	G HERRERA PP7 4/10	0.00	351.92
1001	82440	04/08/10	34622 FRANCHISE TAX BOARD	400	C GOMEZ PP7 4/10	0.00	55.00
1001	82440	04/08/10	34622 FRANCHISE TAX BOARD	400	J ADAMS PP7 4/10	0.00	623.20
TOTAL CHECK						0.00	678.20
1001	82441	04/08/10	00001188 H M E A	400	HMEA DEDUCT PP7 4/10	0.00	34.00

SPI
DATE: 04/15/2010
TIME: 09:06:22

CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	DIVISION	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	82442	04/08/10	38623 H P O A	400	HPOA PP7 4/10	0.00	2,000.00
1001	82443	04/08/10	45304 I C M A RETIREMENT TRUST	400	ROTH #705196 PP7 4/10	0.00	385.00
1001	82444	04/08/10	00000832 I.A.F.F., LOCAL 3898	400	I.A.F.F. PP 7 4/10	0.00	900.00
1001	82445	04/08/10	48800 KINGS CO SHERIFF	400	C GOMEZ PP7 4/10	0.00	100.00
1001	82445	04/08/10	48800 KINGS CO SHERIFF	400	B SCANDURA PP7 4/10	0.00	129.54
1001	82445	04/08/10	48800 KINGS CO SHERIFF	400	N OROSCO PP7 4/10	0.00	294.46
1001	82445	04/08/10	48800 KINGS CO SHERIFF	400	L SILVESTRE PP7 4/10	0.00	182.01
TOTAL CHECK						0.00	706.01
1001	82446	04/08/10	11977 SEIU LOCAL 521	400	MISC PP7 4/10	0.00	2,468.70
1001	82447	04/09/10	14704 A-1 PROPERTY MGMT	390	1208 N 11TH AVE	0.00	36.87
1001	82448	04/09/10	14897 A-1 PROPERTY MGMT	390	UB REFUND	0.00	12.28
1001	82449	04/09/10	14885 BRIENO, EDDIE	390	UB REFUND	0.00	63.77
1001	82450	04/09/10	14886 BRIENO, EDDIE	390	UB REFUND	0.00	69.64
1001	82451	04/09/10	14906 CHASMAR, CHRIS	390	UB REFUND	0.00	23.72
1001	82452	04/09/10	00001251 CHEAPER THAN DIRT	1511	AMMO HOLDER	0.00	149.55
1001	82452	04/09/10	00001251 CHEAPER THAN DIRT	1511	ESTIMATED SHIPPING/HAN	0.00	10.66
TOTAL CHECK						0.00	160.21
1001	82453	04/09/10	14893 COUNTY BANK	390	UB REFUND	0.00	95.06
1001	82454	04/09/10	14895 DEWEES, MICHELLE & JON	390	UB REFUND	0.00	32.26
1001	82455	04/09/10	32270 ELDORA MATTOS DBA	1719	CATERING DEPOSIT FOR D	0.00	1,500.00
1001	82456	04/09/10	14900 FORD, JESSICA L	390	UB REFUND	0.00	63.24
1001	82457	04/09/10	14894 GOFORTH, CODY	390	UB REFUND	0.00	59.52
1001	82458	04/09/10	14902 GOMEZ, MARIA	390	UB REFUND	0.00	26.54
1001	82459	04/09/10	14891 HILLMAN, TED	390	UB REFUND	0.00	55.60
1001	82460	04/09/10	14890 HUERTA, STEVE ERNEST	390	UB REFUND	0.00	13.72
1001	82461	04/09/10	61655 RICHARD JOHNSON	1512-2	REISSUE CK 77717	0.00	53.99
1001	82462	04/09/10	14905 KANE, LORI	390	UB REFUND	0.00	14.19
1001	82463	04/09/10	13768 LOWE'S	251	LED FLOOD LIGHTS	0.00	517.52
1001	82463	04/09/10	13768 LOWE'S	251	MISC FITTINGS	0.00	56.02
1001	82463	04/09/10	13768 LOWE'S	251	QUAIL RUN LAD LIGHTING	0.00	17.93

SPI
DATE: 04/15/2010
TIME: 09:06:22

CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	DIVISION	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	82463	04/09/10	13768 LOWE'S	251	QUAIL RUN LAD LIGHTING	0.00	48.78
1001	82463	04/09/10	13768 LOWE'S	1511	HOLD IT FOR RUGS	0.00	29.62
1001	82463	04/09/10	13768 LOWE'S	1511	PORTABLE AC 11K	0.00	540.17
1001	82463	04/09/10	13768 LOWE'S	2100	JUL 09-JUN 10 BLANKET	0.00	1.93
1001	82463	04/09/10	13768 LOWE'S	2012	JUL 09-JUN 10 BLANKET	0.00	189.54
TOTAL CHECK						0.00	1,401.51
1001	82464	04/09/10	14899 MARES, PHILLIP	390	UB REFUND	0.00	25.17
1001	82465	04/09/10	14904 MAYSONAVE, PHIL	390	UB REFUND	0.00	20.23
1001	82466	04/09/10	14907 MURPHY, DAVID	390	UB REFUND	0.00	62.96
1001	82467	04/09/10	14392 NEWEGG, INC	1315	SAMSUNG DVD BURNER	0.00	91.76
1001	82467	04/09/10	14392 NEWEGG, INC	1315	WIDESCREEN LCD MONITOR	0.00	151.73
1001	82467	04/09/10	14392 NEWEGG, INC	1315	KINGSTON 2GB (2 X 1GB)	0.00	158.02
1001	82467	04/09/10	14392 NEWEGG, INC	1315	ESTIMATED SHIPPING/HAN	0.00	2.99
TOTAL CHECK						0.00	404.50
1001	82468	04/09/10	58093 ORCHARD SUPPLY HARDWARE	251	QUAIL RUN LAD LIGHTING	0.00	21.34
1001	82468	04/09/10	58093 ORCHARD SUPPLY HARDWARE	1610	JUL 09-JUN 10 BLANKET	0.00	110.87
1001	82468	04/09/10	58093 ORCHARD SUPPLY HARDWARE	2071	JUL 09-JUN 10 BLANKET	0.00	18.36
1001	82468	04/09/10	58093 ORCHARD SUPPLY HARDWARE	2100	JUL 09-JUN 10 BLANKET	0.00	81.51
1001	82468	04/09/10	58093 ORCHARD SUPPLY HARDWARE	2031	JUL 09-JUN 10 BLANKET	0.00	103.18
1001	82468	04/09/10	58093 ORCHARD SUPPLY HARDWARE	2011	JUL 09-JUN 10 BLANKET	0.00	84.60
1001	82468	04/09/10	58093 ORCHARD SUPPLY HARDWARE	2072	JUL 09-JUN 10 BLANKET	0.00	57.55
1001	82468	04/09/10	58093 ORCHARD SUPPLY HARDWARE	2081	JUL 09-JUN 10 BLANKET	0.00	260.72
1001	82468	04/09/10	58093 ORCHARD SUPPLY HARDWARE	2012	JUL 09-JUN 10 BLANKET	0.00	184.32
1001	82468	04/09/10	58093 ORCHARD SUPPLY HARDWARE	2131	JUL 09-JUN 10 BLANKET	0.00	231.05
TOTAL CHECK						0.00	1,153.50
1001	82469	04/09/10	14888 PFEIF & ASSOC, BILL	390	UB REFUND	0.00	9.43
1001	82470	04/09/10	14898 PORCARI, DENNIS	390	UB REFUND	0.00	28.77
1001	82471	04/09/10	63875 RADIO SHACK	2910	SCADA CNTRL STA CABLES	0.00	154.73
1001	82471	04/09/10	63875 RADIO SHACK	2910	SCADA CNTRL STA CABLES	0.00	35.71
TOTAL CHECK						0.00	190.44
1001	82472	04/09/10	14901 RENT SMART PROP MGMT	390	UB REFUND	0.00	112.43
1001	82473	04/09/10	65300 ROE OIL COMPANY	2040	FUEL UNITS #38, 79, 78	0.00	187.56
1001	82474	04/09/10	14889 ROGADO, ALEX	390	UB REFUND	0.00	20.94
1001	82475	04/09/10	14903 SERRANO, RENE	390	UB REFUND	0.00	12.94
1001	82476	04/09/10	70950 SOUTHERN CALIF EDISON CO	268	MARCH 2010	0.00	42.22
1001	82476	04/09/10	70950 SOUTHERN CALIF EDISON CO	265	MARCH 2010	0.00	84.30
1001	82476	04/09/10	70950 SOUTHERN CALIF EDISON CO	264	MARCH 2010	0.00	84.44
1001	82476	04/09/10	70950 SOUTHERN CALIF EDISON CO	262	MARCH 2010	0.00	21.11
1001	82476	04/09/10	70950 SOUTHERN CALIF EDISON CO	259	MARCH 2010	0.00	21.11

SPI
DATE: 04/15/2010
TIME: 09:06:22

CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DIVISION	DESCRIPTION	SALES TAX	AMOUNT
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 258	MARCH 2010	0.00	42.22
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 257	MARCH 2010	0.00	41.93
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 255	MARCH 2010	0.00	21.65
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 252	MARCH 2010	0.00	22.40
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 251	MARCH 2010	0.00	23.07
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 247	MARCH 2010	0.00	35.61
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 246	MARCH 2010	0.00	21.11
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 245	MARCH 2010	0.00	22.03
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 243	MARCH 2010	0.00	21.11
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 242	MARCH 2010	0.00	21.11
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 241	MARCH 2010	0.00	42.61
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 240	MARCH 2010	0.00	106.83
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 2131	MARCH 2010	0.00	2,972.72
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 2100	MARCH 2010	0.00	3,699.63
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 2091	MARCH 2010	0.00	258.16
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 1714	MARCH 2010	0.00	1,341.64
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 1713	MARCH 2010	0.00	514.57
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 1711	LACEY MARCH 2010	0.00	49.46
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 1711	HARRIS MARCH 2010	0.00	139.82
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 1711	GREENFIELD MAR 2010	0.00	3,677.53
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 1711	CENTENNIAL MAR 2010	0.00	835.04
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 1711	CAMPUS MARCH 2010	0.00	3,251.71
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 1711	BROWN MARCH 2010	0.00	55.66
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 1711	BABE RUTH MAR 2010	0.00	193.19
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 1610	#2 MARCH 2010	0.00	297.75
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 1610	#1 MARCH 2010	0.00	772.40
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 1511	MARCH 2010	0.00	2,073.95
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 1482	940 MANOR MARCH 2010	0.00	0.01
1001	82476	04/09/10	70950	SOUTHERN CALIF EDISON CO 1482	940 MANOR MAR 2010	0.00	1.71
TOTAL CHECK						0.00	20,809.81
1001	82477	04/09/10	14824	SUMMIT FINANCIAL RESOURC 2012	500 BULK DISPOZ-A-SOO	0.00	780.57
1001	82477	04/09/10	14824	SUMMIT FINANCIAL RESOURC 2012	ESTIMATED SHIPPING/HAN	0.00	54.00
TOTAL CHECK						0.00	834.57
1001	82478	04/09/10	60566	SUNGARD PUBLIC SECTOR PE 1210	SIDE BY SIDE DOORHANGE	0.00	750.00
1001	82479	04/09/10	14896	TRI COUNTY GRADING & PAV 390	UB REFUND	0.00	74.47
1001	82480	04/09/10	14892	TURNER, KEN R 390	UB REFUND	0.00	64.21
1001	82481	04/09/10	34115	U S BANK 369	TRUST FEES 96 BD 10	0.00	4,635.00
1001	82482	04/09/10	14887	VENTURELLA, LINDA 390	UB REFUND	0.00	33.90
1001	82483	04/09/10	14908	WYNN, MARVIN L II 390	UB REFUND	0.00	38.02
1001	82484	04/09/10	14884	YARROW, DOUG 390	UB REFUND	0.00	63.35
1001	82485	04/12/10	14785	ESTATE OF LUCILLE NASKO 2104	NASKO FRIML/RT OF WAY	0.00	25,850.00
1001	82486	04/12/10	14787	THOMAS L HOBBS & ANN M H 2104	HOBBS/RIGHT OF WAY	0.00	6,462.50

SPI
DATE: 04/15/2010
TIME: 09:06:22

CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	DIVISION	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	82487	04/12/10	48448 KINGS CO PUBLIC WORKS	511	DEBT SVC COLL 3/10	0.00	3,124.70
1001	82488	04/12/10	60650 PENHALL COMPANY, INC	2071	CORE DRILL TWO 3" DAIM	0.00	310.50
1001	82489	04/12/10	14789 HELEN ANN SULLIVAN DBA	2104	H SULLIVAN/RT OF WAY	0.00	6,462.50
1001	82490	04/12/10	14788 MICHAEL C SULLIVAN REVOC	2104	M SULLIVAN/RT OF WAY	0.00	6,462.50
1001	82491	04/12/10	14786 ROBERT L SULLIVAN, JR	2104	R SULLIVAN RT OF WAY	0.00	6,462.50
1001	82492	04/12/10	13570 MIKE'S GRILL	1111	MGMT BREAKFAST 4/13	0.00	187.54
1001	82493	04/15/10	11640 A P P L, INC	2081	COLOR MONITORING, #2,	0.00	15.00
1001	82494	04/15/10	13982 A T & T	1511	585-4700 02/10/2010 -	0.00	135.67
1001	82495	04/15/10	00001266 ACCURINT INC	1511	REPORTS/SEARCHES	0.00	50.00
1001	82496	04/15/10	01866 ADVENTURE PARK	511	ADVENTURE PARK GIFT CE	0.00	50.00
1001	82497	04/15/10	03015 ALL VALLEY PRINTING	1511	CITIZEN COMPLAINT FOR	0.00	256.78
1001	82497	04/15/10	03015 ALL VALLEY PRINTING	1210	UB SERV APP FORM	32.92	431.92
1001	82497	04/15/10	03015 ALL VALLEY PRINTING	1411	BUS CARDS/SUTTON 250 E	0.00	37.84
1001	82497	04/15/10	03015 ALL VALLEY PRINTING	1412	BUS CARDS/SUTTON 250 E	0.00	37.83
TOTAL CHECK						32.92	764.37
1001	82498	04/15/10	03017 ALPHA DESIGNS	1711	TSHIRTS FOR PONY LEAGU	0.00	555.86
1001	82499	04/15/10	03043 AMERIPRIDE UNIFORM SERVI	1610	LINEN	0.00	61.58
1001	82499	04/15/10	03043 AMERIPRIDE UNIFORM SERVI	1610	LINEN	0.00	75.86
1001	82499	04/15/10	03043 AMERIPRIDE UNIFORM SERVI	1610	LINEN	0.00	61.58
1001	82499	04/15/10	03043 AMERIPRIDE UNIFORM SERVI	1610	LINEN	0.00	75.86
1001	82499	04/15/10	03043 AMERIPRIDE UNIFORM SERVI	1511	RUG RENTAL FOR 03/31/1	0.00	45.15
1001	82499	04/15/10	03043 AMERIPRIDE UNIFORM SERVI	1610	LINEN	0.00	75.86
TOTAL CHECK						0.00	395.89
1001	82500	04/15/10	14658 RUBEN ARAGON, JR DBA	2040	REPAINT CAB & EDGE OF	0.00	1,200.00
1001	82501	04/15/10	00280 ARAMARK UNIFORM SERVICES	2081	JUL 09-JUN 10 BLANKET	0.00	464.03
1001	82501	04/15/10	00280 ARAMARK UNIFORM SERVICES	2071	JUL 09-JUN 10 BLANKET	0.00	178.42
1001	82501	04/15/10	00280 ARAMARK UNIFORM SERVICES	2040	JUL 09-JUN 10 BLANKET	0.00	438.85
TOTAL CHECK						0.00	1,081.30
1001	82502	04/15/10	00001669 AUTOMOTIVE TRAINING GROU	2040	CLASS ON ADVANCED SECU	0.00	567.00
1001	82503	04/15/10	10795 AVERY & ASSOCIATES	1100	CITY MGR RECRUITMENT	0.00	9,000.00
1001	82504	04/15/10	07790 RALPH AVILA, JR	1719	DJ FOR FATHER/DAUGHTER	0.00	250.00
1001	82505	04/15/10	08234 B S K ANALYTICAL LAB	2081	COLOR MONITORING, #2,	0.00	15.00
1001	82505	04/15/10	08234 B S K ANALYTICAL LAB	2081	VOC 502.2 CHECK SAMPLE	0.00	227.50

SPI
DATE: 04/15/2010
TIME: 09:06:22

CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	DIVISION	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	82505	04/15/10	08234 B S K ANALYTICAL LAB	2081	VOC 502.2 CHECK SAMPLE	0.00	113.75
TOTAL CHECK						0.00	356.25
1001	82506	04/15/10	14909 MARY BARNES	511	REFUND PARK SHELTER	0.00	30.00
1001	82507	04/15/10	14932 BEERS, CAROL J	390	UB REFUND	0.00	7.63
1001	82508	04/15/10	14920 BETTENCOURT, ARTHUR E	390	UB REFUND	0.00	45.13
1001	82509	04/15/10	14090 JEAN BIDEGARAY	514	ADV/SAN FRAN/5/5-7	0.00	125.00
1001	82510	04/15/10	00000944 BOGIE'S PUMP SYSTEMS, IN	2072	IMPELLER #91913101 VOR	0.00	1,622.26
1001	82510	04/15/10	00000944 BOGIE'S PUMP SYSTEMS, IN	2072	BRKT/BACKPLATE GASKET	0.00	18.38
TOTAL CHECK						0.00	1,640.64
1001	82511	04/15/10	00001728 BUTTONWILLOW WAREHOUSE C	2071	DRUM ALECTA	0.00	619.88
1001	82511	04/15/10	00001728 BUTTONWILLOW WAREHOUSE C	2071	GALLIGAN	0.00	2,147.81
TOTAL CHECK						0.00	2,767.69
1001	82512	04/15/10	20038 CALIF DEPT OF PUBLIC HEA	2081	M. GALLEGOS: T2 CERTIF	0.00	60.00
1001	82513	04/15/10	17710 CALIF DEPT OF TRANSPORTA	2011	CALTRAN LIGHTS 2/10	0.00	905.54
1001	82514	04/15/10	19700 CALIF PEACE OFFICERS ASS	1511	SEVER DUES 2010	0.00	85.00
1001	82514	04/15/10	19700 CALIF PEACE OFFICERS ASS	1513	D SMITH DUES 2010	0.00	85.00
1001	82514	04/15/10	19700 CALIF PEACE OFFICERS ASS	1513	P CROWE DUES 2010	0.00	85.00
1001	82514	04/15/10	19700 CALIF PEACE OFFICERS ASS	1513	G HERNANDEZ DUES 2010	0.00	85.00
TOTAL CHECK						0.00	340.00
1001	82515	04/15/10	73457 CALIF STATE BOARD OF EQU	001	USE TAX 01-03/10	0.00	270.53
1001	82515	04/15/10	73457 CALIF STATE BOARD OF EQU	004	USE TAX 01-03/10	0.00	0.64
1001	82515	04/15/10	73457 CALIF STATE BOARD OF EQU	300	USE TAX 01-03/10	0.00	715.21
1001	82515	04/15/10	73457 CALIF STATE BOARD OF EQU	361	USE TAX 01-03/10	0.00	158.30
1001	82515	04/15/10	73457 CALIF STATE BOARD OF EQU	390	USE TAX 01-03/10	0.00	131.68
1001	82515	04/15/10	73457 CALIF STATE BOARD OF EQU	415	USE TAX 01-03/10	0.00	77.96
1001	82515	04/15/10	73457 CALIF STATE BOARD OF EQU	511	USE TAX 01-03/10	0.00	27.68
1001	82515	04/15/10	73457 CALIF STATE BOARD OF EQU	1719	USE TAX 01-03/10	0.00	87.00
TOTAL CHECK						0.00	1,469.00
1001	82516	04/15/10	73457 CALIF STATE BOARD OF EQU	2040	UNDERGROUND STORAGE TA	0.00	1,115.96
1001	82517	04/15/10	11726 CALIF SURVEYING & DRAFTI	2010	PAINT FLO. GREEN	0.00	38.84
1001	82517	04/15/10	11726 CALIF SURVEYING & DRAFTI	2010	PAINT FLO. ORANGE	0.00	38.84
1001	82517	04/15/10	11726 CALIF SURVEYING & DRAFTI	2010	PAINT WHITE	0.00	38.84
1001	82517	04/15/10	11726 CALIF SURVEYING & DRAFTI	2010	PAINT BLUE	0.00	38.84
1001	82517	04/15/10	11726 CALIF SURVEYING & DRAFTI	2010	FLAGGING FLO. ORANGE	0.00	16.76
1001	82517	04/15/10	11726 CALIF SURVEYING & DRAFTI	2010	MARKERS BLACK	0.00	16.24
1001	82517	04/15/10	11726 CALIF SURVEYING & DRAFTI	2010	FUEL SUBCHARGE	0.00	3.00
TOTAL CHECK						0.00	191.36
1001	82518	04/15/10	12956 CALTRONICS BUSINESS SYST	1411	CONTRACT 3/17-4/16	0.00	11.55
1001	82518	04/15/10	12956 CALTRONICS BUSINESS SYST	1412	CONTRACT 3/17-4/16	0.00	11.54

SPI
DATE: 04/15/2010
TIME: 09:06:22

CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	DIVISION	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	82518	04/15/10	12956 CALTRONICS BUSINESS SYST	1480	CONTRACT 3/17-4/16	0.00	11.54
1001	82518	04/15/10	12956 CALTRONICS BUSINESS SYST	1482	CONTRACT 3/17-4/16	0.00	11.54
TOTAL CHECK						0.00	46.17
1001	82519	04/15/10	00001206 MARK CARRILLO	514	ADV/SAN FRAN/5/5-7	0.00	125.00
1001	82520	04/15/10	12709 HECTOR CAVAZOS	1514	ADV/SACRAMNTO/4/24-25	0.00	75.00
1001	82521	04/15/10	12293 CENTRAL VALLEY CHRISTIAN	1469-003	ACTIVITY DEL-TAYLOR	0.00	281.00
1001	82521	04/15/10	12293 CENTRAL VALLEY CHRISTIAN	1469-003	M TAYLOR LOAN	0.00	1,172.00
1001	82521	04/15/10	12293 CENTRAL VALLEY CHRISTIAN	1459-102	ADMIN-PACHECO	0.00	900.00
1001	82521	04/15/10	12293 CENTRAL VALLEY CHRISTIAN	1459-102	V PACHECO LOAN	0.00	4,800.00
TOTAL CHECK						0.00	7,153.00
1001	82522	04/15/10	21590 CENTRAL VALLEY COMPREHEN	2031	DMV-L DIAS 3/11/10	0.00	68.00
1001	82523	04/15/10	10010 CENTRAL VALLEY PRESORT I	1210	FLAT BILLS 3/10/10	0.00	1,005.42
1001	82523	04/15/10	10010 CENTRAL VALLEY PRESORT I	1210	PRINTING 3/10/10	0.00	1,565.75
1001	82523	04/15/10	10010 CENTRAL VALLEY PRESORT I	1201	BUSINESS LIC 4-6/10	0.00	869.40
1001	82523	04/15/10	10010 CENTRAL VALLEY PRESORT I	1201	BUSINESS LIC 4-6-10	0.00	233.36
1001	82523	04/15/10	10010 CENTRAL VALLEY PRESORT I	2081	CONSERVATION FLYERS	0.00	746.93
1001	82523	04/15/10	10010 CENTRAL VALLEY PRESORT I	1210	3/10/10 METER BILLS	0.00	5,009.17
1001	82523	04/15/10	10010 CENTRAL VALLEY PRESORT I	1210	3/22-10-3/26/10	0.00	10.75
1001	82523	04/15/10	10010 CENTRAL VALLEY PRESORT I	1210	03/29/10-4/02/10	0.00	8.61
TOTAL CHECK						0.00	9,449.39
1001	82524	04/15/10	00001303 KENWIN CHARLES	1711	VOLLEYBALL 3/12-31	0.00	420.00
1001	82525	04/15/10	21921 SUSAN CHAVEZ	1719	SUPPLIES SIZZLIN SPR	0.00	33.57
1001	82525	04/15/10	21921 SUSAN CHAVEZ	1719	PING-PONG BALLS	0.00	10.81
1001	82525	04/15/10	21921 SUSAN CHAVEZ	511	CLUB LIVE PIZZA	0.00	28.34
TOTAL CHECK						0.00	72.72
1001	82526	04/15/10	14916 CITY OF FOWLER	1100	SSJVD MTG-AYERS 4/15	0.00	25.00
1001	82526	04/15/10	14916 CITY OF FOWLER	1100	SSJVD MTG-SORENSEN	0.00	25.00
1001	82526	04/15/10	14916 CITY OF FOWLER	1100	SSJVD MTG-MISENHMR	0.00	25.00
TOTAL CHECK						0.00	75.00
1001	82527	04/15/10	23600 CLARK PEST CONTROL, INC	1714	PLUNGE 4/2010	0.00	65.00
1001	82527	04/15/10	23600 CLARK PEST CONTROL, INC	2100	COE PARK 4/2010	0.00	50.00
1001	82527	04/15/10	23600 CLARK PEST CONTROL, INC	2100	LONGFIELD 4/2010	0.00	49.00
1001	82527	04/15/10	23600 CLARK PEST CONTROL, INC	2100	VETS BLDG 4/2010	0.00	40.00
1001	82527	04/15/10	23600 CLARK PEST CONTROL, INC	2100	HPD 4/2010	0.00	40.00
1001	82527	04/15/10	23600 CLARK PEST CONTROL, INC	2100	CITY OFFICES 4/2010	0.00	56.00
1001	82527	04/15/10	23600 CLARK PEST CONTROL, INC	2100	CIVIC AUD 4/10	0.00	40.00
1001	82527	04/15/10	23600 CLARK PEST CONTROL, INC	2131	COURTHOUSE 4/2010	0.00	120.00
TOTAL CHECK						0.00	460.00
1001	82528	04/15/10	24802 COLLEGE OF THE SEQUOIAS	1514	REG/VISALIA/4/21/23	0.00	36.50
1001	82529	04/15/10	24802 COLLEGE OF THE SEQUOIAS	1516	REG/VISALIA/4/21-23	0.00	36.50

SPI
DATE: 04/15/2010
TIME: 09:06:22

CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 8
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	DIVISION	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	82530	04/15/10	14419 COMPUSA / SYX SERVICES	1511	WALL MOUNT	0.00	79.99
1001	82530	04/15/10	14419 COMPUSA / SYX SERVICES	1511	ESTIMATED SHIPPING/HAN	0.00	18.32
TOTAL CHECK						0.00	98.31
1001	82531	04/15/10	26618 GEORGE R WATSON DBA	1512-1	JUL 09-JUN 10 BLANKET	0.00	50.34
1001	82532	04/15/10	81700 CROP PRODUCTION SERVICES	2011	F/C EXCITER (AS PER QU	0.00	140.73
1001	82532	04/15/10	81700 CROP PRODUCTION SERVICES	2011	FINALE (AS PER QUOTE F	0.00	852.58
1001	82532	04/15/10	81700 CROP PRODUCTION SERVICES	2011	MADDOG (AS PER QUOTE F	0.00	200.26
TOTAL CHECK						0.00	1,193.57
1001	82533	04/15/10	28110 CUMMINS WEST INC	2040	REPLACED COOLANT LEVEL	0.00	501.67
1001	82534	04/15/10	28375 CURIALE DELLAVERSON HIRS	1111	PROF SVCS 2/2010	0.00	11,883.08
1001	82535	04/15/10	10024 JEFFREY DAVIS	1514	EXP/FRESNO/3/22-26	0.00	50.00
1001	82535	04/15/10	10024 JEFFREY DAVIS	1514	EXP/FRESNO/3/15-19	0.00	50.00
TOTAL CHECK						0.00	100.00
1001	82536	04/15/10	11211 MELISSA DEARING, PSY.D.	1513	PD-TRAN 3/30/10	0.00	285.00
1001	82536	04/15/10	11211 MELISSA DEARING, PSY.D.	1513	PD-TWIFORD 3/30/10	0.00	285.00
TOTAL CHECK						0.00	570.00
1001	82537	04/15/10	29960 DELL MARKETING LP	2910	SCADA CNTRL PC (#6S1PC	0.00	423.67
1001	82537	04/15/10	29960 DELL MARKETING LP	1314	LAPTOP - LATITUDE E650	0.00	1,498.06
TOTAL CHECK						0.00	1,921.73
1001	82538	04/15/10	00000922 DEWEY PEST CONTROL	2091	PEST CONTROL - AMTRAK	0.00	41.50
1001	82539	04/15/10	14927 DUGINS, SHAILISE M	390	UB REFUND	0.00	75.00
1001	82540	04/15/10	14781 DUNN'S SAND INC	2104	10% RETAINAGE	0.00	11,009.41
1001	82541	04/15/10	00000829 GLORIA DURAN	1720	DEC-MAR UNDRPAY AEROB	0.00	124.00
1001	82542	04/15/10	32270 ELDORA MATTOS DBA	1719	MOTHER/SON DNR-DANCE	0.00	872.83
1001	82543	04/15/10	00000315 FIRST STRING SPORTS	1711	25 DOZ. 11' OPTIC YELL	0.00	1,251.64
1001	82544	04/15/10	12518 G D R ENGINEERING INC	2104	REVISE PLANS MAR 2010	0.00	42,755.00
1001	82545	04/15/10	00000674 G M S, INC	1450-001	3/10 LIC & WARRANTY	0.00	245.00
1001	82545	04/15/10	00000674 G M S, INC	1450-001	3/10 SERV & SUPPORT	0.00	65.00
TOTAL CHECK						0.00	310.00
1001	82546	04/15/10	36050 GAMETIME	2012	POLY STEERING WHEEL -	0.00	58.47
1001	82546	04/15/10	36050 GAMETIME	2012	3/8 LOCKWASHER	0.00	1.10
1001	82546	04/15/10	36050 GAMETIME	2012	3/8 HEX NUT	0.00	0.95
1001	82546	04/15/10	36050 GAMETIME	2012	3/8 FLAT WASHER	0.00	0.52
1001	82546	04/15/10	36050 GAMETIME	2012	3/8 X 1 BUTTON HD SOCK	0.00	4.50
1001	82546	04/15/10	36050 GAMETIME	2012	MOUNT BKT ASSY 4 1/2"	0.00	47.63
1001	82546	04/15/10	36050 GAMETIME	2012	ESTIMATED SHIPPING/HAN	0.00	19.60

SPI
DATE: 04/15/2010
TIME: 09:06:22

CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 9
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	DIVISION	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK						0.00	132.77
1001	82547	04/15/10	06315 GARDA CL WEST INC	1210	APRIL 2010	0.00	404.48
1001	82548	04/15/10	14925 GARZA, ERNESTO	390	UB REFUND	0.00	66.16
1001	82549	04/15/10	00001751 ERIC DODD DBA	2081	TANK #4: INSTALL COM.	0.00	1,350.00
1001	82549	04/15/10	00001751 ERIC DODD DBA	2104	RETRO-FIT & UPGRADE LI	0.00	5,485.00
1001	82549	04/15/10	00001751 ERIC DODD DBA	2100	ELE. INSPECTION ON SHO	0.00	85.00
TOTAL CHECK						0.00	6,920.00
1001	82550	04/15/10	00000385 GOLDEN STATE OVERNIGHT	1412	BLDG SHIPPING 3/10	0.00	20.61
1001	82550	04/15/10	00000385 GOLDEN STATE OVERNIGHT	1482	HSG SHIPPING 3/10	0.00	6.48
TOTAL CHECK						0.00	27.09
1001	82551	04/15/10	37000 GONSALVES-FASSO FLOWRS /	1100	SYMPATHY - PORRAZ	0.00	61.65
1001	82552	04/15/10	37100 WW GRAINGER INC	1610	PRESSURE GAUGE,	0.00	35.07
1001	82552	04/15/10	37100 WW GRAINGER INC	1610	ESTIMATED SHIPPING/HAN	0.00	8.08
TOTAL CHECK						0.00	43.15
1001	82553	04/15/10	T0000423 GRISWOLD, LASALLE, COBB, 1300		PROF SVCS 3/10	0.00	14,716.95
1001	82553	04/15/10	T0000423 GRISWOLD, LASALLE, COBB, 1111		FIRE CHEIF NEGOT 3/10	0.00	1,202.65
1001	82553	04/15/10	T0000423 GRISWOLD, LASALLE, COBB, 1111		GEN UNIT NEGOT 3/10	0.00	1,961.70
1001	82553	04/15/10	T0000423 GRISWOLD, LASALLE, COBB, 1513		LITG LUNDIN V CITY 3/	0.00	881.02
1001	82553	04/15/10	T0000423 GRISWOLD, LASALLE, COBB, 1100		RECRUIT/CTY MGR 3/10	0.00	7,205.75
1001	82553	04/15/10	T0000423 GRISWOLD, LASALLE, COBB, 1610		DISCIPLINE-FIRE 3/10	0.00	3,622.75
1001	82553	04/15/10	T0000423 GRISWOLD, LASALLE, COBB, 1480		REDV AGENCY 3/10	0.00	2,104.30
1001	82553	04/15/10	T0000423 GRISWOLD, LASALLE, COBB, 1111		FIRFIGHTR NEGOT 3/10	0.00	1,362.40
1001	82553	04/15/10	T0000423 GRISWOLD, LASALLE, COBB, 1300		LITIGATION SERPA 3/10	0.00	1,310.10
1001	82553	04/15/10	T0000423 GRISWOLD, LASALLE, COBB, 1300		LITGATION BLKSTN 3/10	0.00	1,271.00
1001	82553	04/15/10	T0000423 GRISWOLD, LASALLE, COBB, 1300		LITGATION PORTUGAL 3/	0.00	296.70
TOTAL CHECK						0.00	35,935.32
1001	82554	04/15/10	37630 GROENIGER & CO	2081	1" METER COUPLING (LOW	0.00	783.75
1001	82554	04/15/10	37630 GROENIGER & CO	2081	1" ELL 90 DEGREE - CTS	0.00	671.67
1001	82554	04/15/10	37630 GROENIGER & CO	2081	1" TEE - CTS (LOW LEAD	0.00	299.38
1001	82554	04/15/10	37630 GROENIGER & CO	2081	2" STRAINER (LOW LEAD)	0.00	1,623.75
1001	82554	04/15/10	37630 GROENIGER & CO	2081	3/4" COUPLING - FLEX (	0.00	806.61
1001	82554	04/15/10	37630 GROENIGER & CO	2081	1" X 12" NIPPLE - GALV	0.00	17.21
1001	82554	04/15/10	37630 GROENIGER & CO	2081	2" REPAIR CLAMP 2" STD	0.00	35.51
1001	82554	04/15/10	37630 GROENIGER & CO	2081	2" REPAIR CLAMP 2" STD	0.00	80.21
1001	82554	04/15/10	37630 GROENIGER & CO	2081	2" REPAIR CLAMP 2" STE	0.00	51.85
1001	82554	04/15/10	37630 GROENIGER & CO	2081	2" REPAIR CLAMP 2" STE	0.00	114.20
1001	82554	04/15/10	37630 GROENIGER & CO	2081	1" X 3" REPAIR CLAMP -	0.00	30.22
1001	82554	04/15/10	37630 GROENIGER & CO	2081	B-16 COVER 61G30 S/C/	0.00	119.81
1001	82554	04/15/10	37630 GROENIGER & CO	2910	TO 2910 810670	0.00	1,500.35
1001	82554	04/15/10	37630 GROENIGER & CO	2910	TO 2910 810670	0.00	3.57
1001	82554	04/15/10	37630 GROENIGER & CO	2910	TO 2910 810670	0.00	28.69
1001	82554	04/15/10	37630 GROENIGER & CO	2081	2" REPAIR CLAMP 2" STD	0.00	17.75
1001	82554	04/15/10	37630 GROENIGER & CO	2910	TO 2910 810670	0.00	14.29
1001	82554	04/15/10	37630 GROENIGER & CO	2910	TO 2910 810670	0.00	20.57

SPI
DATE: 04/15/2010
TIME: 09:06:22

CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 10
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DIVISION	DESCRIPTION	SALES TAX	AMOUNT
1001	82554	04/15/10	37630 GROENIGER & CO	2910	TO 2910 810670	1.09	33.02
TOTAL CHECK						1.09	6,252.41
1001	82555	04/15/10	41870 GARY FUNCHES DBA HANFOR	2102	INSTALL NEW CARPET IN	0.00	1,929.00
1001	82556	04/15/10	42000 HANFORD SENTINEL-LEGAL	2104	NOTICE TO CONTRACTORS	0.00	212.68
1001	82556	04/15/10	42000 HANFORD SENTINEL-LEGAL	2104	AD NOTICE TO CONTRACTO	0.00	574.58
TOTAL CHECK						0.00	787.26
1001	82557	04/15/10	42384 HANFORD TRAVEL	1110	AIRFARE/STRAUS/WA DC	0.00	514.80
1001	82557	04/15/10	42384 HANFORD TRAVEL	1100	AIRFARE/WILLIS/WA DC	0.00	548.80
1001	82557	04/15/10	42384 HANFORD TRAVEL	1100	AIRFARE/SORNSN/WA DC	0.00	508.80
TOTAL CHECK						0.00	1,572.40
1001	82558	04/15/10	13747 NEOPOST USA INC DBA	1210	WJ150 RENT 5/1-31/201	0.00	83.35
1001	82559	04/15/10	42885 HEDGES PEST CONTROL, INC	2100	PEST CONTROL CORP YD	0.00	36.00
1001	82560	04/15/10	44475 HOFMAN'S NURSERY	519	24" BOX QUESCUS VIRGIN	0.00	779.40
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	VINYL PHOTO SCALES 6"	0.00	2.13
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	VINYL PHOTO SCALES 6"	0.00	3.24
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	C-LIFTS WHITE 2" X 4"	0.00	51.64
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	C-LIFTS WHITE 2" X 4"	0.00	77.99
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	C-LIFTS WHITE 4"X4" (2	0.00	30.13
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	C-LIFTS WHITE 4"X4" (2	0.00	45.50
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	3M BRAND LIFTING TAPE	0.00	15.92
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	3M BRAND LIFTING TAPE	0.00	24.05
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	EVIDENCE LABELS (100)	0.00	7.49
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	EVIDENCE LABELS (100)	0.00	11.31
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	7" NYLON TIES (100)	0.00	6.03
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	7" NYLON TIES (100)	0.00	9.10
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	PERSONAL PROTECTIVE CO	0.00	23.02
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	PERSONAL PROTECTIVE CO	0.00	34.77
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	PERSONAL PROTECTIVE CO	0.00	27.33
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	PERSONAL PROTECTIVE CO	0.00	41.27
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	STERILE COTTON WOOD SW	0.00	6.03
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	STERILE COTTON WOOD SW	0.00	9.10
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	DISPOSABLE TWEEZERS (S	0.00	10.33
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	DISPOSABLE TWEEZERS (S	0.00	15.60
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	CAP-SHURE STERILE FORE	0.00	41.06
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	CAP-SHURE STERILE FORE	0.00	62.01
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	YELLOW 6" TAG TIES (10	0.00	29.26
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	YELLOW 6" TAG TIES (10	0.00	44.20
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	DISPOSABLE LARGE SHOE	0.00	16.14
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	DISPOSABLE LARGE SHOE	0.00	24.37
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	DISPOSABLE X-LARGE SHO	0.00	18.08
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	DISPOSABLE X-LARGE SHO	0.00	27.30
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	MSA ADVANTAGE 200 LS	0.00	30.13
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	MSA ADVANTAGE 200 LS	0.00	45.50
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	MSA ADVANTAGE 200 LS	0.00	30.13
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	MSA ADVANTAGE 200 LS	0.00	45.50

SPI
DATE: 04/15/2010
TIME: 09:06:22

CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 11
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DIVISION	DESCRIPTION	SALES TAX	AMOUNT
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	FLEXI-FILTER P100 W/NU	0.00	44.76
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	FLEXI-FILTER P100 W/NU	0.00	67.59
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	ESTIMATED SHIPPING/HAN	0.00	10.76
1001	82561	04/15/10	14304 HORIBA JOBIN YVON INC AK	1511	ESTIMATED SHIPPING/HAN	0.00	16.25
TOTAL CHECK						0.00	1,005.02
1001	82562	04/15/10	14930 HORN, YOLANDA S	390	UB REFUND	0.00	40.43
1001	82563	04/15/10	14882 CHARLOTTE HOTZ	1412	CONST PERMIT REFUND	0.00	88.00
1001	82563	04/15/10	14882 CHARLOTTE HOTZ	511	BLDG STDS REFUND	0.00	1.00
TOTAL CHECK						0.00	89.00
1001	82564	04/15/10	14910 SHANNON JACOBS	1719	RFD MOM/SON DANCE	0.00	46.00
1001	82565	04/15/10	11735 RONALD REITSMA DBA	2071	UNLOAD GEAR BOX FROM T	0.00	435.00
1001	82566	04/15/10	14914 JESUS P LERMA DBA	1482	CLEAN UP 940 MANOR	0.00	200.00
1001	82566	04/15/10	14914 JESUS P LERMA DBA	1482	CLEAN UP 1115 JORDAN	0.00	500.00
TOTAL CHECK						0.00	700.00
1001	82567	04/15/10	64848 JOSEPH M ROBINSON DBA	2667	SIDEWALK: 1631 N. HARR	0.00	1,343.88
1001	82567	04/15/10	64848 JOSEPH M ROBINSON DBA	2667	CURB & GUTTER : 1631 N	0.00	1,736.00
1001	82567	04/15/10	64848 JOSEPH M ROBINSON DBA	2667	WHEELCHAIR RAMP & WALL	0.00	1,215.00
1001	82567	04/15/10	64848 JOSEPH M ROBINSON DBA	2667	REMOVE WHEELCHAIR RAMP	0.00	1,390.00
1001	82567	04/15/10	64848 JOSEPH M ROBINSON DBA	2667	ADA PAD	0.00	300.00
1001	82567	04/15/10	64848 JOSEPH M ROBINSON DBA	1450-001	331 E. 9TH ST (WHITE S	0.00	258.00
1001	82567	04/15/10	64848 JOSEPH M ROBINSON DBA	1450-001	DRIVE APPROACH	0.00	735.00
1001	82567	04/15/10	64848 JOSEPH M ROBINSON DBA	1450-001	REMOVAL	0.00	282.00
1001	82567	04/15/10	64848 JOSEPH M ROBINSON DBA	1450-001	420 WHITE ST (ALLEY AP	0.00	701.25
1001	82567	04/15/10	64848 JOSEPH M ROBINSON DBA	1450-001	SIDEWALK	0.00	159.00
1001	82567	04/15/10	64848 JOSEPH M ROBINSON DBA	1450-001	REBAR	0.00	80.00
1001	82567	04/15/10	64848 JOSEPH M ROBINSON DBA	1450-001	REMOVAL & SAW CUT	0.00	240.00
1001	82567	04/15/10	64848 JOSEPH M ROBINSON DBA	1450-001	371 GREEN ST: SIDEWALK	0.00	48.00
1001	82567	04/15/10	64848 JOSEPH M ROBINSON DBA	1450-001	REMOVAL (SAW CUT & ROO	0.00	48.00
1001	82567	04/15/10	64848 JOSEPH M ROBINSON DBA	2081	NEW SIDEWALK @ 11TH &	0.00	240.00
1001	82567	04/15/10	64848 JOSEPH M ROBINSON DBA	2667	DRIVE APPROACH : 1631	0.00	2,560.63
TOTAL CHECK						0.00	11,336.76
1001	82568	04/15/10	10953 JOEY'S JUMPING CASTLE	1719	2 BOUNCE HOUSES FOR EA	0.00	170.00
1001	82569	04/15/10	46300 JORGENSEN & CO, INC	1610	JUL 09-JUN 10 BLANKET	0.00	12.00
1001	82570	04/15/10	46920 RICHARD & JANET LUGAR DB	1512-1	COPIER SERVICE AGREEME	0.00	32.54
1001	82570	04/15/10	46920 RICHARD & JANET LUGAR DB	1512-1	COPIER SERVICE AGREEME	0.00	32.54
1001	82570	04/15/10	46920 RICHARD & JANET LUGAR DB	1512-1	COPIER SERVICE AGREEME	0.00	93.40
1001	82570	04/15/10	46920 RICHARD & JANET LUGAR DB	1512-1	COPIER SERVICE AGREEME	0.00	57.33
TOTAL CHECK						0.00	215.81
1001	82571	04/15/10	14867 CHARLENE KIDWELL	511	REFUND CIVIC AUD	0.00	963.34
1001	82572	04/15/10	T0000944 KINGS CO DEPT OF FINANCE	511	03/10 ANIM CTRL	0.00	38.72
1001	82572	04/15/10	T0000944 KINGS CO DEPT OF FINANCE	511	03/10 LIBRARY	0.00	3,556.30

SPI
DATE: 04/15/2010
TIME: 09:06:22

CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 12
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	DIVISION	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	82572	04/15/10	T0000944 KINGS CO DEPT OF FINANCE	511	03/10 CRIM JSTC	0.00	13,272.82
TOTAL CHECK						0.00	16,867.84
1001	82573	04/15/10	28091 KINGS CO ECON DEVLPMNT C	1100	APR 2010 CONTRIBUTION	0.00	6,429.67
1001	82574	04/15/10	48213 KINGS CO INFO TECHNOLOGY	1719	YOUTH SVCS SPRING	0.00	432.00
1001	82574	04/15/10	48213 KINGS CO INFO TECHNOLOGY	1720	COMMUNICATOR MARCH	0.00	28.80
1001	82574	04/15/10	48213 KINGS CO INFO TECHNOLOGY	1711	FISHING DERBY FLIER	0.00	215.90
1001	82574	04/15/10	48213 KINGS CO INFO TECHNOLOGY	2040	VEH INSPEC REPTS 3/10	0.00	393.61
1001	82574	04/15/10	48213 KINGS CO INFO TECHNOLOGY	1511	3 NETWRK SUPPORT 3/10	0.00	131.67
1001	82574	04/15/10	48213 KINGS CO INFO TECHNOLOGY	1511	IT SUPPORT 3/10	0.00	2,078.45
TOTAL CHECK						0.00	3,280.43
1001	82575	04/15/10	48825 KINGS CO OFFICE OF EDUCA	511	03/10 HESD	0.00	55,117.71
1001	82575	04/15/10	48825 KINGS CO OFFICE OF EDUCA	511	03/10 KINGS RVR	0.00	9,066.52
TOTAL CHECK						0.00	64,184.23
1001	82576	04/15/10	48705 KINGS CO RECORDER	1450-001	FEES TWO DOCUMENTS	0.00	29.00
1001	82577	04/15/10	49250 KINGS CREDIT SERVICES	1201	MOORE AG 300B0000025	0.00	33.00
1001	82577	04/15/10	49250 KINGS CREDIT SERVICES	1210	COLLECTIONS 3/10	0.00	590.01
TOTAL CHECK						0.00	623.01
1001	82578	04/15/10	49700 KINGS REHABILITATION CEN	2020	JANITORIAL 3/10	0.00	100.00
1001	82579	04/15/10	48450 KINGS WASTE & RECYCLE AU	2031	DUMP FEES/3/10	0.00	253,823.44
1001	82580	04/15/10	28400 L N CURTIS & SONS	1610	GLOVES, XL TURNOUT	0.00	235.55
1001	82580	04/15/10	28400 L N CURTIS & SONS	1610	GLOVES, L TURNOUT	0.00	235.56
1001	82580	04/15/10	28400 L N CURTIS & SONS	1610	HOOD WITH BIB	0.00	171.14
1001	82580	04/15/10	28400 L N CURTIS & SONS	1610-001	COAT, YELLOW 6 OZ NMX	0.00	849.76
1001	82580	04/15/10	28400 L N CURTIS & SONS	1610-001	PANTS, YELLOW 6 OZ NMX	0.00	409.19
1001	82580	04/15/10	28400 L N CURTIS & SONS	1610-001	PANTS, YELLOW 6 OZ NMX	0.00	409.19
1001	82580	04/15/10	28400 L N CURTIS & SONS	1610-001	COAT, YELLOW 6 OZ NMX	0.00	187.27
1001	82580	04/15/10	28400 L N CURTIS & SONS	1610	JUL 09-JUN 10 BLANKET	0.00	132.92
1001	82580	04/15/10	28400 L N CURTIS & SONS	1610	JUL 09-JUN 10 BLANKET	0.00	26.25
TOTAL CHECK						0.00	2,656.83
1001	82581	04/15/10	51285 LANE ENGINEERS, INC	2104	CORNER TIES-MONUMENTS	0.00	3,900.00
1001	82582	04/15/10	14933 LARUE, STEVE	390	UB REFUND	0.00	66.07
1001	82583	04/15/10	52670 MARY R LINDSAY	1111	MILEAGE FRESNO RMA MT	0.00	41.00
1001	82583	04/15/10	52670 MARY R LINDSAY	1111	EXP LUNCH FRESNO	0.00	10.00
TOTAL CHECK						0.00	51.00
1001	82584	04/15/10	52923 ROBERT OLIVEIRA DBA	1511	CITIZEN ON PATROL UNIF	0.00	63.81
1001	82584	04/15/10	52923 ROBERT OLIVEIRA DBA	1511	CITIZEN ON PATROL UNIF	0.00	63.81
1001	82584	04/15/10	52923 ROBERT OLIVEIRA DBA	1511	5.11 CLASS B WHITE LON	0.00	48.66
1001	82584	04/15/10	52923 ROBERT OLIVEIRA DBA	1511	5.11 CLASS B WHITE LON	0.00	48.66
1001	82584	04/15/10	52923 ROBERT OLIVEIRA DBA	1511	5.11 CLASS B WHITE SHO	0.00	46.49
1001	82584	04/15/10	52923 ROBERT OLIVEIRA DBA	1511	5.11 CLASS B WHITE SHO	0.00	46.49

SPI
DATE: 04/15/2010
TIME: 09:06:22

CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 13
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	DIVISION	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	82584	04/15/10	52923 ROBERT OLIVEIRA DBA	1511	5.11 S/S POLO GREY	0.00	45.47
1001	82584	04/15/10	52923 ROBERT OLIVEIRA DBA	1511	5.11 S/S POLO GREY	0.00	45.47
1001	82584	04/15/10	52923 ROBERT OLIVEIRA DBA	1511	BELT	0.00	29.17
1001	82584	04/15/10	52923 ROBERT OLIVEIRA DBA	1511	BELT	0.00	29.17
1001	82584	04/15/10	52923 ROBERT OLIVEIRA DBA	1511	NAMETAGS SLIVER & BLUE	0.00	6.44
1001	82584	04/15/10	52923 ROBERT OLIVEIRA DBA	1511	NAMETAGS SLIVER & BLUE	0.00	6.44
TOTAL CHECK						0.00	480.08
1001	82585	04/15/10	14931 LUOMA, YOLANDA F	390	UB REFUND	0.00	52.15
1001	82586	04/15/10	52957 WILLIAM LYNCH	1610	STRAW SCHEDULED BURN	0.00	16.24
1001	82586	04/15/10	52957 WILLIAM LYNCH	1610	LUNCH SCHEDULED BURN	0.00	57.93
TOTAL CHECK						0.00	74.17
1001	82587	04/15/10	14878 AMANDA MARTELLA	511	REFUND PARK SHELTER	0.00	25.00
1001	82588	04/15/10	53380 MATTOS UNDERGROUND CONST	2081	EQUIPMENT, LABOR, & MA	0.00	5,462.50
1001	82589	04/15/10	54457 MICHAEL A MELO	1513	EXP/VISALIA/1/20-22	0.00	94.17
1001	82590	04/15/10	00001348 CARLOS A MESTAS	1514	ADV/SACRAMNTO/4/24-25	0.00	75.00
1001	82591	04/15/10	12960 MIRACLE RECREATION EQUIP 2012		SWG PART STURDI GRIP F	0.00	95.26
1001	82591	04/15/10	12960 MIRACLE RECREATION EQUIP 2012		SWG PART SAFETY CHAIN	0.00	38.97
1001	82591	04/15/10	12960 MIRACLE RECREATION EQUIP 2012		SWG PART LATCH KIT FOR	0.00	51.96
1001	82591	04/15/10	12960 MIRACLE RECREATION EQUIP 2012		ESTIMATED SHIPPING/HAN	0.00	18.25
TOTAL CHECK						0.00	204.44
1001	82592	04/15/10	55461 MOORE MEDICAL CORP	1511	FIRST AID KIT	0.00	458.11
1001	82593	04/15/10	14919 MORTGAGE CONTRACTING SER	390	UB REFUND	0.00	16.22
1001	82594	04/15/10	56455 MUNI SERVICES, LLC	001	SALES TAX 09/30/09	0.00	145.50
1001	82595	04/15/10	00000995 NAFFA INTERNATIONAL INC	1412	PLCK#10518, FY10-0647	0.00	426.37
1001	82595	04/15/10	00000995 NAFFA INTERNATIONAL INC	1412	PLCK#10520, FY10-0671	0.00	717.16
TOTAL CHECK						0.00	1,143.53
1001	82596	04/15/10	00001215 NATIONAL FIRE PROTECTION	1611	2010 NATIONAL FIRE ALA	0.00	168.56
1001	82596	04/15/10	00001215 NATIONAL FIRE PROTECTION	1611	ESTIMATED SHIPPING/HAN	0.00	8.95
TOTAL CHECK						0.00	177.51
1001	82597	04/15/10	14392 NEWEGG, INC	1111	ADOBE ACROBAT STANDARD	0.00	272.24
1001	82597	04/15/10	14392 NEWEGG, INC	1111	ESTIMATED SHIPPING/HAN	0.00	1.99
TOTAL CHECK						0.00	274.23
1001	82598	04/15/10	14918 NOJI, ROBERT & JUDY	390	UB REFUND	0.00	36.19
1001	82599	04/15/10	00001068 NORTH CENTRAL LABORATORI	2071	PHEP 5 REPLACEMENT SEN	0.00	108.72
1001	82599	04/15/10	00001068 NORTH CENTRAL LABORATORI	2071	600 ML PLASTIC BEAKER	0.00	57.14
1001	82599	04/15/10	00001068 NORTH CENTRAL LABORATORI	2071	ECONOMY WIDE TIP 10 ML	0.00	153.45
1001	82599	04/15/10	00001068 NORTH CENTRAL LABORATORI	2071	DOUBLE ENDED STAINLESS	0.00	53.00

SPI
DATE: 04/15/2010
TIME: 09:06:22

CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 14
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	DIVISION	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	82599	04/15/10	00001068 NORTH CENTRAL LABORATORI	2071	SILICONE TUBING 3/8" I	0.00	278.91
1001	82599	04/15/10	00001068 NORTH CENTRAL LABORATORI	2071	ESTIMATED SHIPPING/HAN	0.00	37.06
TOTAL CHECK						0.00	688.28
1001	82600	04/15/10	00001451 ON TRAC, EXPRESS MESSENG	1610	MAR 2010	0.00	16.80
1001	82600	04/15/10	00001451 ON TRAC, EXPRESS MESSENG	2010	MAR 2010	0.00	5.00
1001	82600	04/15/10	00001451 ON TRAC, EXPRESS MESSENG	2674	MAR 2010 SPECTRUM	0.00	3.36
TOTAL CHECK						0.00	25.16
1001	82601	04/15/10	14924 ORTIZ SR, MICHAEL A	390	UB REFUND	0.00	61.81
1001	82602	04/15/10	10525 P T M DOCUMENT SYSTEMS	1201	LASER PAYROLL CHECKS-O	54.78	824.56
1001	82603	04/15/10	10926 PACIFIC MUNICIPAL CONSUL	1450-005	2/27-3/26/10 AI DEV	0.00	2,128.75
1001	82604	04/15/10	14911 EVA PENA	1711	RFD PONY LEAGUE	0.00	35.00
1001	82605	04/15/10	12346 PERSONNEL SOLUTIONS UNLI	1111	TEMP 3/17 PARRA-REYES	0.00	68.04
1001	82606	04/15/10	14921 PLATA, CATALINA A	390	UB REFUND	0.00	56.08
1001	82607	04/15/10	00001104 JOSEPH G POLLARD CO. INC	2081	HYDRA FLUSH HOSE FOR 4	0.00	289.00
1001	82607	04/15/10	00001104 JOSEPH G POLLARD CO. INC	2081	ESTIMATED SHIPPING/HAN	0.00	19.79
TOTAL CHECK						0.00	308.79
1001	82608	04/15/10	62910 PRAXAIR DIST INC	1719	HELIUM TANK SPEC EVNT	0.00	144.02
1001	82609	04/15/10	10066 PRIMOW LANDSCAPE MAINTEN	240	MARCH 2010	0.00	787.03
1001	82609	04/15/10	10066 PRIMOW LANDSCAPE MAINTEN	245	MARCH 2010	0.00	186.54
1001	82609	04/15/10	10066 PRIMOW LANDSCAPE MAINTEN	249	MARCH 2010	0.00	79.66
1001	82609	04/15/10	10066 PRIMOW LANDSCAPE MAINTEN	253	MARCH 2010	0.00	54.14
1001	82609	04/15/10	10066 PRIMOW LANDSCAPE MAINTEN	255	MARCH 2010	0.00	167.68
1001	82609	04/15/10	10066 PRIMOW LANDSCAPE MAINTEN	266	MARCH 2010	0.00	208.24
1001	82609	04/15/10	10066 PRIMOW LANDSCAPE MAINTEN	267	MARCH 2010	0.00	67.37
1001	82609	04/15/10	10066 PRIMOW LANDSCAPE MAINTEN	246	MARCH 2010	0.00	59.67
1001	82609	04/15/10	10066 PRIMOW LANDSCAPE MAINTEN	247	MARCH 2010	0.00	172.59
1001	82609	04/15/10	10066 PRIMOW LANDSCAPE MAINTEN	257	MARCH 2010	0.00	129.84
1001	82609	04/15/10	10066 PRIMOW LANDSCAPE MAINTEN	260	MARCH 2010	0.00	971.28
1001	82609	04/15/10	10066 PRIMOW LANDSCAPE MAINTEN	262	MARCH 2010	0.00	350.52
1001	82609	04/15/10	10066 PRIMOW LANDSCAPE MAINTEN	265	MARCH 2010	0.00	1,377.55
1001	82609	04/15/10	10066 PRIMOW LANDSCAPE MAINTEN	268	MARCH 2010	0.00	448.51
TOTAL CHECK						0.00	5,060.62
1001	82610	04/15/10	10896 ROMAN GOMEZ DBA	1714	2/2010 MONTHLY POOL	0.00	785.00
1001	82610	04/15/10	10896 ROMAN GOMEZ DBA	1714	1/2010 POOL SERVICE	0.00	785.00
1001	82610	04/15/10	10896 ROMAN GOMEZ DBA	1714	HYDROCHLORIC ACID 15%	0.00	620.00
1001	82610	04/15/10	10896 ROMAN GOMEZ DBA	1714	FUEL SURCHARGE	0.00	45.00
1001	82610	04/15/10	10896 ROMAN GOMEZ DBA	1714	SALES TAX	0.00	51.15
1001	82610	04/15/10	10896 ROMAN GOMEZ DBA	1714	BULK CHLORINE DELIVERY	0.00	1,495.00
1001	82610	04/15/10	10896 ROMAN GOMEZ DBA	1714	FUEL SURCHARGE	0.00	45.00
1001	82610	04/15/10	10896 ROMAN GOMEZ DBA	1714	SALES TAX	0.00	123.34
TOTAL CHECK						0.00	3,949.49

SPI
DATE: 04/15/2010
TIME: 09:06:22

CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 15
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	DIVISION	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	82611	04/15/10	13566 R R M DESIGN GROUP CORP	1450-003	DESIGN FIRE STAT #4	0.00	24,097.71
1001	82611	04/15/10	13566 R R M DESIGN GROUP CORP	2182	DESIGN FIRE STAT #3	0.00	24,017.43
TOTAL CHECK						0.00	48,115.14
1001	82612	04/15/10	10381 LESTER COOPER DBA	1450-007	10924 BEVERLY DR	0.00	5,800.00
1001	82613	04/15/10	14923 REYNA, ANGEL	390	UB REFUND	0.00	62.59
1001	82614	04/15/10	64704 RICHARD K GONZALES DBA	2012	TREE REMOVAL @ COURTHO	0.00	500.00
1001	82615	04/15/10	12857 RICHARD D CORNWELL DBA	1482	311 E 1ST BOARD WNDWS	0.00	296.00
1001	82616	04/15/10	65950 RUCKSTELL CALIF SALES CO	2040	HALF PACK EJECT CYLIND	0.00	2,686.34
1001	82616	04/15/10	65950 RUCKSTELL CALIF SALES CO	2040	HALF PACK EJECT 2ND CY	0.00	2,686.34
TOTAL CHECK						0.00	5,372.68
1001	82617	04/15/10	13478 SACRAMENTO CAPITOL PLAZA	1514	LDG/SACRAMNTO/4/24-25	0.00	123.58
1001	82618	04/15/10	00000153 CRAIG JOHNSON DBA	2181	REFUND FY05-1651	0.00	7,992.67
1001	82618	04/15/10	00000153 CRAIG JOHNSON DBA	2182	REFUND FY05-1651	0.00	1,757.96
1001	82618	04/15/10	00000153 CRAIG JOHNSON DBA	2183	REFUND FY05-1651	0.00	2,851.31
1001	82618	04/15/10	00000153 CRAIG JOHNSON DBA	2184	REFUND FY05-1651	0.00	1,985.66
1001	82618	04/15/10	00000153 CRAIG JOHNSON DBA	2185	REFUND FY05-1651	0.00	9,082.58
1001	82618	04/15/10	00000153 CRAIG JOHNSON DBA	2186	REFUND FY05-1651	0.00	9,955.31
1001	82618	04/15/10	00000153 CRAIG JOHNSON DBA	1412	RETAINAGE FY05-1651	0.00	-987.01
1001	82618	04/15/10	00000153 CRAIG JOHNSON DBA	1412	RETAINAGE FY05-1651	0.00	-2,954.93
TOTAL CHECK						0.00	29,683.55
1001	82619	04/15/10	66840 SAN DIEGO POLICE EQUIP C	1511	RIFLE AMMUNITION -CS/5	0.00	424.34
1001	82619	04/15/10	66840 SAN DIEGO POLICE EQUIP C	1511	ESTIMATED SHIPPING/HAN	0.00	12.84
TOTAL CHECK						0.00	437.18
1001	82620	04/15/10	67223 SAN JOAQUIN VALLEY AIR P	2104	FEE GENERATOR PERMIT	0.00	71.00
1001	82621	04/15/10	67475 SAVE MART SUPERMARKETS T	1720	ST. PATRICK'S DAY PART	0.00	40.23
1001	82621	04/15/10	67475 SAVE MART SUPERMARKETS T	1719	COOKING SUPPLIES FOR W	0.00	22.45
1001	82621	04/15/10	67475 SAVE MART SUPERMARKETS T	1719	COOKING SUPPLIES FOR W	0.00	31.89
1001	82621	04/15/10	67475 SAVE MART SUPERMARKETS T	1719	COOKING SUPPLIES FOR W	0.00	36.74
TOTAL CHECK						0.00	131.31
1001	82622	04/15/10	00000251 SHAPE PRODUCTS CO	2071	ACETATE BUFFER 20L #30	0.00	1,001.31
1001	82622	04/15/10	00000251 SHAPE PRODUCTS CO	2071	KL 35.0 KG #COH8118 (C	0.00	2,274.01
1001	82622	04/15/10	00000251 SHAPE PRODUCTS CO	2071	ESTIMATED SHIPPING/HAN	0.00	32.24
1001	82622	04/15/10	00000251 SHAPE PRODUCTS CO	2071	ESTIMATED SHIPPING/HAN	0.00	103.84
TOTAL CHECK						0.00	3,411.40
1001	82623	04/15/10	69530 SHRED-IT FRESNO INC	1512-1	SHREDDING DEPT CONFIDE	0.00	50.00
1001	82624	04/15/10	14929 SIDOTI, COURTNEY C	390	UB REFUND	0.00	68.20
1001	82625	04/15/10	69572 SIGNWORKS INC	1714	DIGITAL PRINT BANNER W	0.00	135.00

SPI
DATE: 04/15/2010
TIME: 09:06:22

CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 16
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	DIVISION	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	82625	04/15/10	69572 SIGNWORKS INC	1714	TAX	0.00	11.14
TOTAL CHECK						0.00	146.14
1001	82626	04/15/10	69578 SILVAS OIL CO INC	2040	UNLEADED	0.00	20,396.76
1001	82626	04/15/10	69578 SILVAS OIL CO INC	2040	ROAD TAX	0.00	1,541.94
TOTAL CHECK						0.00	21,938.70
1001	82627	04/15/10	69582 SIMON & SON PUMPING & BA	1482	PORTA POTTY UNIT 2008	0.00	605.00
1001	82627	04/15/10	69582 SIMON & SON PUMPING & BA	1482	PORTA POTTY UNIT 2009	0.00	495.00
TOTAL CHECK						0.00	1,100.00
1001	82628	04/15/10	70200 SMART & FINAL CORP	1100	BREAKROOM SUPP 3/10	0.00	86.26
1001	82628	04/15/10	70200 SMART & FINAL CORP	1714	JUL 09-JUN 10 BLANKET	0.00	133.42
1001	82628	04/15/10	70200 SMART & FINAL CORP	1719	JUL 09-JUN 10 BLANKET	0.00	189.94
1001	82628	04/15/10	70200 SMART & FINAL CORP	1719	JUL 09-JUN 10 BLANKET	0.00	80.47
1001	82628	04/15/10	70200 SMART & FINAL CORP	1719	JUL 09-JUN 10 BLANKET	0.00	186.72
TOTAL CHECK						0.00	676.81
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	248	MAR 2010	0.00	40.76
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	2040	MAR 2010	0.00	1,690.55
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	250	MAR 2010	0.00	216.06
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	2071	MAR 2010	0.00	31,662.23
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	263	MAR 2010	0.00	20.38
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	261	MAR 2010	0.00	46.00
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	260	MAR 2010	0.00	126.66
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	256	MAR 2010	0.00	40.76
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	244	MAR 2010	0.00	105.55
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	1719	MAR 2010	0.00	84.27
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	2011	MAR 2010 PANELS	0.00	2,172.16
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	2011	MAR 2010 SAFETY LIGHT	0.00	41.95
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	2011	MAR 2010 STREET LAMP	0.00	333.67
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	2011	MAR 2010 TR CONT SG	0.00	59.04
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	2011	MAR 2010 TRAF SIGNALS	0.00	3,358.70
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	2011	MAR 2010 VINTAGE EST	0.00	31,033.93
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	2011	MAR 2010 PARKING LOTS	0.00	271.35
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	2011	MAR 2010 XMAS	0.00	64.86
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	2012	MAR 2010	0.00	2,030.11
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	2061	MAR 2010	0.00	4,226.96
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	2072	MAR 2010	0.00	2,714.71
1001	82629	04/15/10	70950 SOUTHERN CALIF EDISON CO	2081	MAR 2010	0.00	48,436.24
TOTAL CHECK						0.00	128,776.90
1001	82630	04/15/10	71200 SOUTHERN CALIF GAS CO	2131	0919156843 MAR 2010	0.00	353.46
1001	82630	04/15/10	71200 SOUTHERN CALIF GAS CO	1511	1847156191 MAR 2010	0.00	41.40
1001	82630	04/15/10	71200 SOUTHERN CALIF GAS CO	1511	1505173000 MAR 2010	0.00	101.06
1001	82630	04/15/10	71200 SOUTHERN CALIF GAS CO	1610	0711175100 STA#2 3/10	0.00	101.61
1001	82630	04/15/10	71200 SOUTHERN CALIF GAS CO	1713	1949155800 MAR 2010	0.00	215.15
1001	82630	04/15/10	71200 SOUTHERN CALIF GAS CO	1714	123456900 MAR 2010	0.00	43.91
1001	82630	04/15/10	71200 SOUTHERN CALIF GAS CO	1719	1928155800 MAR 2010	0.00	42.68
1001	82630	04/15/10	71200 SOUTHERN CALIF GAS CO	2020	1052157816 MAR 2010	0.00	59.42
1001	82630	04/15/10	71200 SOUTHERN CALIF GAS CO	2040	1130155600 MAR 2010	0.00	1,178.97
1001	82630	04/15/10	71200 SOUTHERN CALIF GAS CO	2071	0732175100 MAR 2010	0.00	3,657.41

SPI
DATE: 04/15/2010
TIME: 09:06:22

CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 17
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	DIVISION	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	82630	04/15/10	71200 SOUTHERN CALIF GAS CO	2081	0860155100 MAR 2010	0.00	13.81
1001	82630	04/15/10	71200 SOUTHERN CALIF GAS CO	2091	1826156000 MAR 2010	0.00	71.25
1001	82630	04/15/10	71200 SOUTHERN CALIF GAS CO	2100	0961156800 MAR 2010	0.00	257.32
1001	82630	04/15/10	71200 SOUTHERN CALIF GAS CO	2100	1742156100 MAR 2010	0.00	263.94
1001	82630	04/15/10	71200 SOUTHERN CALIF GAS CO	2100	1805156100 MAR 2010	0.00	816.91
TOTAL CHECK						0.00	7,218.30
1001	82631	04/15/10	78770 STAN VIERRA ELECTRIC	2081	SVC CALL TO CHECK CONT	0.00	69.50
1001	82632	04/15/10	73000 STAPLES	1719	OFFICE SUPPLIES, NAMET	0.00	89.51
1001	82632	04/15/10	73000 STAPLES	2100	PRINTER INK FOR BLDG M	0.00	73.60
1001	82632	04/15/10	73000 STAPLES	1610	JUL 09-JUN 10 BLANKET	0.00	43.25
1001	82632	04/15/10	73000 STAPLES	1611	JUL 09-JUN 10 BLANKET	0.00	86.59
TOTAL CHECK						0.00	292.95
1001	82633	04/15/10	13253 STEAM CLEANERS INC	1714	TAGINATOR, 1 GALLON AN	0.00	314.68
1001	82634	04/15/10	12097 JASON STINGLEY	514	ADV/SAN FRAN/5/5-5/7	0.00	125.00
1001	82635	04/15/10	12233 THOMAS OCHOA DBA	2011	WHITE ULTRA TRAFFIC PA	0.00	2,024.71
1001	82635	04/15/10	12233 THOMAS OCHOA DBA	2011	7075 STENCIL COAT PER	0.00	135.85
1001	82635	04/15/10	12233 THOMAS OCHOA DBA	2011	ESTIMATED SHIPPING/HAN	0.00	35.00
TOTAL CHECK						0.00	2,195.56
1001	82636	04/15/10	74472 TELSTAR INSTRUMENTS, INC	2071	REPLACEMENT CL2 RESIDU	0.00	6,419.23
1001	82636	04/15/10	74472 TELSTAR INSTRUMENTS, INC	2071	ESTIMATED SHIPPING/HAN	0.00	68.37
TOTAL CHECK						0.00	6,487.60
1001	82637	04/15/10	81525 THOMSON WEST PUBLISHING	1611	CALIFORNIA PENAL CODE	0.00	37.89
1001	82638	04/15/10	13188 TULARE HONDA	2040	SERVICE & REPLACE FRON	0.00	389.89
1001	82638	04/15/10	13188 TULARE HONDA	2040	LABOR	0.00	180.50
TOTAL CHECK						0.00	570.39
1001	82639	04/15/10	14849 BARRATT EDWARDS INT'N CO	1511	SOFTWARE, UBDK GOLD V5	0.00	1,077.12
1001	82639	04/15/10	14849 BARRATT EDWARDS INT'N CO	1513	SOFTWARE, UBDK GOLD V5	0.00	554.88
TOTAL CHECK						0.00	1,632.00
1001	82640	04/15/10	00000181 U S POSTAL SERVICE (HASL	001	CMRS-METER 4/10	0.00	3,000.00
1001	82641	04/15/10	10166 UNITED STATES POSTAL SER	1210	ACS RTN ADD 9/09-3/10	0.00	41.50
1001	82642	04/15/10	77830 VALLEY OFFICIALS	1711	SFTBAL SUPER 3/15-4/9	0.00	1,300.00
1001	82642	04/15/10	77830 VALLEY OFFICIALS	1711	SFTBAL OFF 3/15-4/9/1	0.00	1,440.00
1001	82642	04/15/10	77830 VALLEY OFFICIALS	1711	SFTBAL SCORKPR 3/15-4	0.00	768.00
TOTAL CHECK						0.00	3,508.00
1001	82643	04/15/10	77848 MICHAEL GRAHAM DBA	1481	SUL 190 URETHANE SPIDE	0.00	88.38
1001	82643	04/15/10	77848 MICHAEL GRAHAM DBA	1481	MS 190 1-1/2" SUPER JA	0.00	105.05
1001	82643	04/15/10	77848 MICHAEL GRAHAM DBA	1481	MS 190 2-1/8" SUPER JA	0.00	105.05
1001	82643	04/15/10	77848 MICHAEL GRAHAM DBA	1481	SUL 225 URETHANE SPIDE	0.00	225.44
1001	82643	04/15/10	77848 MICHAEL GRAHAM DBA	1481	MS225 2-3/8" SUPER JAW	0.00	245.97

SPI
DATE: 04/15/2010
TIME: 09:06:22

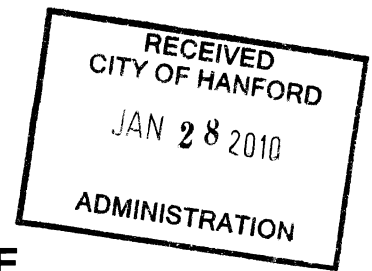
CITY OF HANFORD
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 18
ACCTPA21

SELECTION CRITERIA: transact.check_no between '82427' and '82655'
ACCOUNTING PERIOD: 10/10

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DIVISION	DESCRIPTION	SALES TAX	AMOUNT
1001	82643	04/15/10	77848 MICHAEL GRAHAM DBA	1481	MS225 1-1/2" SUPER JAW	0.00	245.97
TOTAL CHECK						0.00	1,015.86
1001	82644	04/15/10	14912 NICHOLE VARGAS	511	REFUND PARK SHELTER	0.00	30.00
1001	82645	04/15/10	13192 VERIZON SELECT SERVICES	1512-2	ENHANCED 911 EQUIP	0.00	22,785.25
1001	82645	04/15/10	13192 VERIZON SELECT SERVICES	1512-2	ENHANCED 911 LABOR/INS	0.00	6,911.42
TOTAL CHECK						0.00	29,696.67
1001	82646	04/15/10	35904 VERIZON WIRELESS	1511	CELLULAR SERVICE FOR 5	0.00	45.01
1001	82647	04/15/10	11906 VISALIA OVERHEAD DOORS	1610	REPAIR DOOR #2 EAST SI	0.00	224.00
1001	82648	04/15/10	14926 W M LYLES CO	390	UB REFUND	0.00	40.00
1001	82649	04/15/10	00000106 WAREHOUSE SYSTEMS-A GRAY	2040	SERVICE FLEET MTCE SHO	0.00	248.00
1001	82650	04/15/10	80285 WATER ENVIRONMENT FEDERA	2081	RENEWAL MEMBERSHIP: TE	0.00	217.00
1001	82651	04/15/10	14880 JAMES T KERR DBA	1511	BEAN BAG AMMUNITION	0.00	798.34
1001	82651	04/15/10	14880 JAMES T KERR DBA	1511	ESTIMATED SHIPPING/HAN	0.00	10.37
TOTAL CHECK						0.00	808.71
1001	82652	04/15/10	10543 WILLDAN ENGINEERING	1450-001	ADMIN THRU 2/26/10	0.00	1,800.00
1001	82652	04/15/10	10543 WILLDAN ENGINEERING	1450-007	PROG ADMIN THRU 2/26	0.00	1,150.00
TOTAL CHECK						0.00	2,950.00
1001	82653	04/15/10	14922 WILSON, TRACY L	390	UB REFUND	0.00	64.72
1001	82654	04/15/10	14928 WIXSON, TIMOTHY J	390	UB REFUND	0.00	52.05
1001	82655	04/15/10	83451 XEROX CORP - #710683020	1110	ADMIN MARCH 2010	0.00	225.27
1001	82655	04/15/10	83451 XEROX CORP - #710683020	1110	ADM COPIES 12/30-4/05	0.00	488.19
1001	82655	04/15/10	83451 XEROX CORP - #710683020	1111	PERS COPIES12/30-4/05	0.00	488.19
1001	82655	04/15/10	83451 XEROX CORP - #710683020	1111	PERS MARCH 2010	0.00	225.27
1001	82655	04/15/10	83451 XEROX CORP - #710683020	2010	PW LEASE MARCH 2010	0.00	431.13
1001	82655	04/15/10	83451 XEROX CORP - #710683020	2010	PW COPIES 12/22-3/23	0.00	434.76
1001	82655	04/15/10	83451 XEROX CORP - #710683020	1201	FINANCE LEASE 3/2010	0.00	590.55
1001	82655	04/15/10	83451 XEROX CORP - #710683020	1201	FIN COPIES 12/30-4/05	0.00	272.18
TOTAL CHECK						0.00	3,155.54
TOTAL CASH ACCOUNT						88.79	971,601.98
TOTAL FUND						88.79	971,601.98
TOTAL REPORT						88.79	971,601.98



BOARD OF DIRECTORS RESUME

NAME: Stacey Marshall

ADDRESS: 425 E Sherwood Ct.

PHONE NUMBER: Home: 584-8337 Business: 587-1207

BUSINESS NAME: Stacey's Boutique

BUSINESS ADDRESS: 130 W. 7th St.

LENGTH OF TIME IN BUSINESS: 5 1/2 yrs
(*If an employee, length of time with business)

PROFESSIONAL/COMMUNITY ORGANIZATIONS: Local Baseball, Sopranoist Club, very active in kids schools & activities, sometimes attend parent committee meetings when able in Member of Summit Meet.

SPECIFIC QUALIFICATIONS FOR MAIN STREET HANFORD BOARD OF DIRECTORS:

Downtown Bus Owner 5 yrs, went to Bus Bootcamp in Colorado, Involved in Downtown Merchant Assoc, etc.

Attended City Summit meeting for 2012 Plan invited by Sue Swenson

ADDITIONAL INFORMATION:

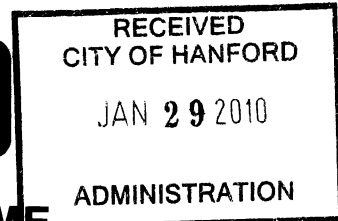
It is my goal to help put Downtown Hanford as a Destination Location for shoppers. I am active & aggressive when it comes to promoting my business but understand it takes all of us. I would like to be a part of that.

Signature: S Marshall

Date: Jan 22, 10

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

Return completed form to: Karen Madruga
City Clerk
319 N. Douty Street
Hanford, CA 93230



BOARD OF DIRECTORS RESUME

NAME: Sarah Clark

ADDRESS: 16600 6 1/2 Ave
101 N. Erwin St, Ste 212, Hanford, CA 93230

PHONE NUMBER: Home: 559-349-3708 Business: 559-584-4545

BUSINESS NAME: Kings Chiropractic

BUSINESS ADDRESS: 101 N. Erwin St, Ste 212, Hanford, CA 93230

LENGTH OF TIME IN BUSINESS:
(*If an employee, length of time with business) 2 months (Just opened Dec 1st 2009)

PROFESSIONAL/COMMUNITY ORGANIZATIONS:
Hanford Sunset Rotary, California Chiropractic Association,
American Chiropractic Association

SPECIFIC QUALIFICATIONS FOR MAIN STREET HANFORD BOARD OF DIRECTORS:
Business owner who wants to get involved in the community.

ADDITIONAL INFORMATION:
See Attached

Signature: [Signature]
Date: 1-27-10

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

Return completed form to: Karen Madruga
City Clerk
319 N. Douty Street
Hanford, CA 93230

D R . S A R A H C L A R K , D C

101 N. IRWIN ST., STE 212, HANFORD, CA 93230
559-584-4545 • DRSARAHCLARKDC@GMAIL.COM

OBJECTIVES

To stay current with new information regarding my profession. To continue learning new information from seminars and from my patients so I can provide them with the best possible care.

ACTIVITIES

Hanford Sunset Rotary Member
Member of the California Chiropractic Association
Member of the American Chiropractic Association
CCA Legislation day 2007 and 2008

Active involvement of fundraising for the Central California Veterans Hospitals in Fresno, Ca
Active involvement of fundraising for local Special Olympics in Hanford, Ca

EMPLOYMENT

Chiropractor
Kings Chiropractic Dec 2009 to Present

Responsibilities are: Managing and treating patients, billing, advertising, and secretarial duties

Continuing Education Monitor
Palmer College of Chiropractic West 2007, 2008, & 2009

Responsibilities were: Secretarial duties, filing, monitoring attendees during continuing education seminars.

Private Contractor
Clark's Consulting 01/05/2005-10/25/2006

Responsibilities were: Secretarial duties, filing, office organization, research, advertisements, equipment repair and ordering supplies.

Head Chef/Deck Hand
Major Marine Summers of 2000-2001 and 2003-2004
PO Box 1571, Seward, AK 99664
1-907-224-8030

Responsibilities were: Training new crew, ordering supplies, transporting passengers, navigation, wheel watch, line handling and dock duties, preventive maintenance, meal preparation, clean and wash boat. Trained in CPR, first aid, man overboard, fire drills, abandon ship, and passenger control.

Diesel Mechanic
Valley Detroit Diesel Allison Summer of 2002
2835 S. Orange Ave., Fresno, Ca 93725
1-559-486-6900

Responsibilities were: Worked on series 60 Detroit engines and Allison Transmissions, operated chassy dyino, electrical system troubleshooting/repair, fuel system troubleshooting/repair, and engine/transmission rebuild.

Deck Hand
Stan Stephens Cruises Summers of 1998-2000
PO Box 1297, Valdez, AK 99686
1-800-992-1297

Responsibilities were: Prepared/served meals, customer service, maintained the cleanliness of the vessel,

and line handling duties. Trained in man overboard, fire drills, abandon ship, and passenger control.

Deck Hand
Island Marine

Winter of 1999-2000
113 Prison St. Lahaina, HI 96761
1-808-661-6165

Responsibilities were: Outfit the passengers with snorkel gear, instructed proper snorkel procedures, life guard duties, line handling duties, cleaned the boat and outboard motor maintenance.

EDUCATION

Palmer College of Chiropractic
Attended 2006-2009

Doctor of Chiropractic

Deans list multiple times during 2006, 2007, 2008, & 2009 90 E. Tasman Dr., San Jose Ca 95134

Fresno State University

Attended 2003-2005

Bachelors in Psychology

5241 N. Maple Ave., Fresno, Ca

Deans list 2003, 2004, and spring 2005

Reedley College

Attended 2001-2003

Associate Science Mechanized Agriculture Degree

995 N. Reed Avenue, Reedley Ca

Deans list 2001, 2002, and spring 2003

SEMINARS

In the process of completing the CCSP program

In the process of completing Graston certification

Completed tear 1 of the Activator Method

Functional Endocrinology 15 hour seminar, 2009

Functional Blood Chemistry 15 hour seminar, 2009

Parker Seminar January, 2009

100 hr seminar in Applied Kinesiology in 2006 & 2008

Kinesio taping seminar

Palmer West Home Coming 2006, 2007 & 2008

Mark Charrette extremity adjusting 2007, & 2008

Kevin Wong extremity adjusting 2008

Warren Hammer soft tissue 2008

Sharon Vallone pediatrics 2008

Stephanie O'Neill pediatrics physical exam 2008

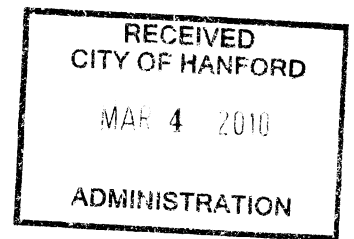
Robert Cooperstein concepts of the Cervicothoracic region 2007

AWARDS

Peggy Sherman Award 2007 & 2008

International leadership award 2007

Palmer academic achievement award 2006



BOARD OF DIRECTORS RESUME

NAME:

Cesar Rodriguez

ADDRESS:

608 E. 7th ST.

PHONE NUMBER:

Home:

772-8413

Business:

582-3443

BUSINESS NAME:

AAA Radiator & Muffler

BUSINESS ADDRESS:

608 E. 7th ST.

LENGTH OF TIME IN BUSINESS:

(*If an employee, length of time with business)

13 years

PROFESSIONAL/COMMUNITY ORGANIZATIONS:

Involved in the Downtown East Side Area Planning

SPECIFIC QUALIFICATIONS FOR MAIN STREET HANFORD BOARD OF DIRECTORS:

Interested in downtown.

ADDITIONAL INFORMATION:

I own several buildings in the East Side area

Signature:

Date:

Cesar Rodriguez
3/4/10

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

Return completed form to:

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

CITY OF HANFORD
PROCLAMATION
“WATER AWARENESS MONTH”
MAY, 2010

WHEREAS, the water agencies throughout the County of Kings convey large quantities of water through ditches, canals, and river channels to meet irrigation needs; and

WHEREAS, the cities and county have irrigation ditches running throughout their jurisdiction and want to be a part of the education effort; and

WHEREAS, the water agencies and the Hanford City Council recognize the importance of a Water Education Program to educate children as to safe water practices and conservation efforts; and

WHEREAS, the Water Education Committee conducts a Water Education Program with participation by schools throughout the County of Kings; and

WHEREAS, it is in the interest of all the people, particularly children, that water safety and conservation education be promoted.

NOW, THEREFORE, I, DAN CHIN, the fifty-sixth Mayor of the City of Hanford, do hereby proclaim the month of May, 2010, as "**WATER AWARENESS MONTH**" in the City of Hanford, and urge all citizens to promote and practice water safety and conservation.

Presented this 20th day of April, 2010.

Dan Chin
Mayor

ATTEST

Karen Madruga
City Clerk

CITY OF HANFORD
PROCLAMATION
“HAPPY HEARTS DAY”
May 1, 2010

WHEREAS, Children’s Hospital Central California cares for the health and welfare of children throughout a primary service area of 60,000 square miles, including California’s San Joaquin Valley; and

WHEREAS, led by the desire of its founders to help children in need, Children’s Hospital Central California has been empowered by the commitment of all those who support their vision and extend their services throughout the valley; and

WHEREAS, Children’s Hospital Central California is continuing to support the 8th Annual Happy Hearts Program; and

WHEREAS, the Happy Hearts Program has raised over \$460,364 these past 7 years; and

WHEREAS, the Happy Hearts Program fundraising proceeds directly benefit the Children's Hospital Central California Pediatric Intensive Care Unit (PICU); and

WHEREAS, the Happy Hearts Program continues to solicit funding and volunteers for the continued success benefitting the children throughout the San Joaquin Valley.

NOW, THEREFORE, I, DAN CHIN, the fifty-sixth Mayor of the City of Hanford, do hereby proclaim May 1, 2010, as "**Happy Hearts Day**" in the City of Hanford, and I commend the participants and organizers for their efforts in a very worthwhile cause.

Presented this 20th day of April, 2010

Dan Chin
Mayor

ATTEST:

Karen Madruga
City Clerk

CITY OF HANFORD
PROCLAMATION
“NATIONAL DAY OF PRAYER”
May 6, 2010

WHEREAS, the National Day of Prayer was first proclaimed by the Continental Congress in 1775 as recognition by our Founding Fathers of the need for God to be central in the establishing and continuing of this great Nation; and

WHEREAS, the Founding Fathers of this Nation established public and private prayer as a valued declaration of a Nation who believes in God and who is freely allowed to and encouraged to exercise this belief in God through the means of practical prayer; and

WHEREAS, Americans come together in churches, temples, synagogues, and other places of worship, to pray for peace, wisdom and guidance in their lives and in the lives of their loved ones; and

WHEREAS, as a community, it is fitting that we gather together in a day of prayer and ask for God’s guidance and to remember that a day of prayer is not a day of solemnity but a day of joy, renewal, and hope.

NOW, THEREFORE, I, DAN CHIN, the fifty-sixth Mayor of the City of Hanford, do hereby proclaim May 6, 2010, as “**NATIONAL DAY OF PRAYER**” in Hanford and urge all citizens to join together in prayer that in the spirit of trust, cooperation and goodwill we may beseech God for the strength and wisdom to make our community an even better place to live.

Presented this 20th day of April, 2010.

Dan Chin
Mayor

ATTEST:

Karen Madruga
City Clerk



CITY OF HANFORD

Department of Public Works

Focused On Our Community 24/7

900 South 10th Avenue • HANFORD, CA 93230-5234 • (559) 585-2550

April 12, 2010

TO: City Manager/City Council

FROM: Deputy Director of Public Works / Acting City Engineer

SUBJECT: 11th Avenue Reconstruction/Widening Project from Hume Avenue to Houston Avenue

RECOMMENDATION

That the Council, by motion, award a contract to Agee Construction Corporation of Clovis, CA, for the low bid of \$937,489.00 and establish a construction contingency of \$93,749.00.

DISCUSSION

In accordance with Council Action, bids were solicited and opened on April 8, 2010 for the 11th Avenue Reconstruction/Widening Project from Hume Avenue to Houston Avenue. Improvements will include new curb and gutter, median curbing, storm drainage system, street structural section, median landscaping and irrigation, raising of water valves, survey monuments, and manhole frames to finished grade, and re-striping of the roadway.

Ten (10) bids were received ranging from a low bid of \$937,489.00 by Agee Construction Corporation to a high bid of \$1,129,922.00. A copy of the Bid Tabulation is attached for Council review. The contract stipulates that this project be completed within one hundred (100) calendar days from the date of the Notice to Proceed. For each day of delay beyond the approved time, the Contractor shall be assessed \$1,000 per day-liquidated damages. If approved, work on this project is expected to begin in June 2010.

In compliance with the California Environmental Quality Act (CEQA), this project has been determined to be categorically exempt per Section 15304, Minor Alterations to Land.

SUPPORT OF COUNCIL GOALS

- Financially sound City providing quality services.
- Quality Revitalization, Redevelopment, and Development

IMPACT ON BUDGET

The FY 2009 Capital Improvement Program Budget provides \$1,320,000 for construction, including contingency, for the 11th Avenue Reconstruction/Widening Project from Hume Avenue to Houston Avenue. A copy of the Budget Page is attached for Council review.

Respectfully submitted,

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

Reviewed by,

Lou Camara
Director of Public Works

11th Avenue Widening and Reconstruction

181-2181-808611

Hume Avenue to Houston Avenue

4/8/2010

Agee Construction

W. Jaxon Baker

American Paving Co.

Bush Engineering

Emmett's Excavation

ITEM	QUANTITY	UNIT	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
1 Site Preparation and Mobilization	1	LS	128,000.00	\$ 128,000.00	38,000.00	\$ 38,000.00	207,500.00	\$ 207,500.00	152,000.00	\$ 152,000.00	170,000.00	\$ 170,000.00
2 Preparation and implementation of S.W P P	1	LS	1,000.00	\$ 1,000.00	2,100.00	\$ 2,100.00	1,600.00	\$ 1,600.00	2,500.00	\$ 2,500.00	2,500.00	\$ 2,500.00
3 2" to 0" Wedge Grinding (6' wide)	2000	SF	5.00	\$ 10,000.00	3.50	\$ 7,000.00	0.70	\$ 1,400.00	4.00	\$ 8,000.00	3.40	\$ 6,800.00
4 Relocate 4' tall chainlink fencing	170	LF	22.00	\$ 3,740.00	22.00	\$ 3,740.00	22.00	\$ 3,740.00	20.00	\$ 3,400.00	25.00	\$ 4,250.00
5 12" Storm Drain Pipe (PVC, SDR-35)	96	LF	35.00	\$ 3,360.00	70.00	\$ 6,720.00	72.00	\$ 6,912.00	70.00	\$ 6,720.00	90.00	\$ 8,640.00
6 18" Storm Drain Pipe (PVC, SDR-35)	454	LF	50.00	\$ 22,700.00	48.00	\$ 21,792.00	49.00	\$ 22,246.00	48.00	\$ 21,792.00	90.00	\$ 40,860.00
7 24" Storm Drain Pipe (RGRCP, Class 3)	374	LF	52.00	\$ 19,448.00	52.00	\$ 19,448.00	53.00	\$ 19,822.00	52.00	\$ 19,448.00	85.00	\$ 31,790.00
8 Storm Drain Inlet, SD-17	2	EA	2,000.00	\$ 4,000.00	3,800.00	\$ 7,600.00	3,900.00	\$ 7,800.00	3,800.00	\$ 7,600.00	4,000.00	\$ 8,000.00
9 Storm Drain Manhole, SS-11	2	EA	1,250.00	\$ 2,500.00	2,500.00	\$ 5,000.00	2,600.00	\$ 5,200.00	2,500.00	\$ 5,000.00	3,800.00	\$ 7,600.00
10 Abandon Storm Drain Manhole	1	EA	500.00	\$ 500.00	1,200.00	\$ 1,200.00	1,400.00	\$ 1,400.00	1,200.00	\$ 1,200.00	1,000.00	\$ 1,000.00
11 2" Water Service & Backflow Assembly, WA-14 & WA-18	2	EA	4,500.00	\$ 9,000.00	5,500.00	\$ 11,000.00	5,600.00	\$ 11,200.00	5,500.00	\$ 11,000.00	6,800.00	\$ 13,600.00
12 Relocate water meter and box	1	EA	750.00	\$ 750.00	1,350.00	\$ 1,350.00	1,550.00	\$ 1,550.00	1,350.00	\$ 1,350.00	1,400.00	\$ 1,400.00
13 Adjust Existing Meter Box to grade	6	EA	150.00	\$ 900.00	500.00	\$ 3,000.00	600.00	\$ 3,600.00	400.00	\$ 2,400.00	250.00	\$ 1,500.00
14 6" Water Main (C-900, Class 150)	167	LF	32.00	\$ 5,344.00	43.00	\$ 7,181.00	44.00	\$ 7,348.00	43.00	\$ 7,181.00	65.00	\$ 10,855.00
15 Adjust Water Valve to Finish Grade, WA-23	8	EA	200.00	\$ 1,600.00	500.00	\$ 4,000.00	480.00	\$ 3,840.00	400.00	\$ 3,200.00	400.00	\$ 3,200.00
16 Relocate Fire Hydrant Assembly, WA-20	1	EA	1,200.00	\$ 1,200.00	1,600.00	\$ 1,600.00	1,800.00	\$ 1,800.00	1,600.00	\$ 1,600.00	1,700.00	\$ 1,700.00
17 Pulverize and Cement Treat 9" deep at 6%	135000	SF	0.90	\$ 121,500.00	1.18	\$ 159,300.00	0.70	\$ 94,500.00	1.00	\$ 135,000.00	0.56	\$ 75,600.00
18 Cement treat soil 9" deep at 6%	27000	SF	0.60	\$ 16,200.00	1.13	\$ 30,510.00	0.70	\$ 18,900.00	1.00	\$ 27,000.00	0.66	\$ 17,820.00
19 Asphalt Concrete, Type "B"	4800	TONS	67.00	\$ 321,600.00	71.00	\$ 340,800.00	66.00	\$ 316,800.00	65.00	\$ 312,000.00	72.00	\$ 345,600.00
20 Raise Survey Monument to finish grade	3	EA	175.00	\$ 525.00	500.00	\$ 1,500.00	500.00	\$ 1,500.00	1,000.00	\$ 3,000.00	500.00	\$ 1,500.00
21 Adjust Manhole Frames & Covers to Finished Grade	9	EA	200.00	\$ 1,800.00	950.00	\$ 8,550.00	750.00	\$ 6,750.00	800.00	\$ 7,200.00	400.00	\$ 3,600.00
22 Adjust Cleanout to grade	1	EA	200.00	\$ 200.00	500.00	\$ 500.00	900.00	\$ 900.00	800.00	\$ 800.00	300.00	\$ 300.00
23 8" Concrete Median Curb, CO-17	4450	LF	11.00	\$ 48,950.00	10.00	\$ 44,500.00	8.60	\$ 38,270.00	10.00	\$ 44,500.00	14.00	\$ 62,300.00
24 6" Curb and Gutter, CO-11	2000	LF	12.50	\$ 25,000.00	12.00	\$ 24,000.00	14.50	\$ 29,000.00	12.00	\$ 24,000.00	16.00	\$ 32,000.00
25 Stamped Concrete (Median Islands), CO-18	3680	SF	6.50	\$ 23,920.00	5.50	\$ 20,240.00	7.70	\$ 28,336.00	5.00	\$ 18,400.00	6.00	\$ 22,080.00
26 4" Thick Standard Sidewalk (Excludes Curb Ramps), CO-15	9100	SF	4.00	\$ 36,400.00	3.50	\$ 31,850.00	3.30	\$ 30,030.00	3.50	\$ 31,850.00	4.50	\$ 40,950.00
27 Curb Ramps (Includes Concrete), CO-21	6	EA	1,500.00	\$ 9,000.00	1,400.00	\$ 8,400.00	1,500.00	\$ 9,000.00	1,400.00	\$ 8,400.00	1,000.00	\$ 6,000.00
28 Drive Approach, CO-38	2080	SF	5.50	\$ 11,440.00	4.50	\$ 9,360.00	6.00	\$ 12,480.00	5.00	\$ 10,400.00	8.00	\$ 16,640.00
29 Valley Gutter, CO-23	2	EA	3,900.00	\$ 7,800.00	3,500.00	\$ 7,000.00	5,000.00	\$ 10,000.00	3,500.00	\$ 7,000.00	2,800.00	\$ 5,600.00
30 Traffic Signage, Striping and Pavement Markings	1	LS	19,000.00	\$ 19,000.00	29,000.00	\$ 29,000.00	12,000.00	\$ 12,000.00	17,000.00	\$ 17,000.00	18,000.00	\$ 18,000.00
31 Landscape Median Islands	1	LS	11,000.00	\$ 11,000.00	13,200.00	\$ 13,200.00	10,700.00	\$ 10,700.00	15,000.00	\$ 15,000.00	12,000.00	\$ 12,000.00
32 Landscape Irrigation for Median Islands	1	LS	11,700.00	\$ 11,700.00	10,642.00	\$ 10,642.00	10,300.00	\$ 10,300.00	15,000.00	\$ 15,000.00	15,000.00	\$ 15,000.00
33 Cement treat soil 6" deep at 6%	21000	SF	0.55	\$ 11,550.00	1.13	\$ 23,730.00	0.55	\$ 11,550.00	1.00	\$ 21,000.00	0.61	\$ 12,810.00
34 Crushed Rock Driveway Replacement	15	TONS	85.00	\$ 1,275.00	200.00	\$ 3,000.00	80.00	\$ 1,200.00	60.00	\$ 900.00	28.00	\$ 420.00
35 AC Dike, CalTrans Type A	51	LF	17.00	\$ 867.00	68.00	\$ 3,468.00	28.00	\$ 1,428.00	25.00	\$ 1,275.00	10.00	\$ 510.00
36 6" Sanitary Sewer Lateral Pipe	92	LF	10.00	\$ 920.00	31.00	\$ 2,852.00	33.00	\$ 3,036.00	31.00	\$ 2,852.00	127.00	\$ 11,684.00
37 Fire Hydrant Assembly, WA-20	1	EA	2,700.00	\$ 2,700.00	3,300.00	\$ 3,300.00	3,500.00	\$ 3,500.00	3,300.00	\$ 3,300.00	2,700.00	\$ 2,700.00
38 6" Gate Valve, WA-20	2	EA	700.00	\$ 1,400.00	825.00	\$ 1,650.00	950.00	\$ 1,900.00	825.00	\$ 1,650.00	1,500.00	\$ 3,000.00
39 Relocate Mailbox	2	EA	350.00	\$ 700.00	200.00	\$ 400.00	300.00	\$ 600.00	100.00	\$ 200.00	400.00	\$ 800.00
40 Conduits and Pull Boxes for Street Lighting	1	EA	38,000.00	\$ 38,000.00	53,500.00	\$ 53,500.00	40,000.00	\$ 40,000.00	40,000.00	\$ 40,000.00	28,765.00	\$ 28,765.00
Contractors Total:			\$ 937,489.00		\$ 971,983.00		\$ 999,638.00		\$ 1,002,118.00		\$ 1,049,374.00	

11th Avenue Widening and Reconstruction
 181-2181-808611
 Hume Avenue to Houston Avenue
 4.8.2010

			Granite Construction		Lee's Paving		Teichert Construction		R.J. Berry Jr., Inc.		Construction Development Systems	
(11-1)	QUANTITY	UNIT	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
1 Site Preparation and Mobilization	1	LS	100,900.00	\$ 100,900.00	166,000.00	\$ 166,000.00	188,400.00	\$ 188,400.00	266,650.00	\$ 266,650.00	146,500.00	\$ 146,500.00
2 Preparation and implementation of S.W.P.P	1	LS	400.00	\$ 400.00	10,000.00	\$ 10,000.00	1,500.00	\$ 1,500.00	5,000.00	\$ 5,000.00	2,500.00	\$ 2,500.00
3 2" to 0" Wedge Grinding (6' wide)	2000	SF	1.50	\$ 3,000.00	3.90	\$ 7,800.00	3.50	\$ 7,000.00	5.00	\$ 10,000.00	0.50	\$ 1,000.00
4 Relocate 4' tall chainlink fencing	170	LF	22.00	\$ 3,740.00	20.00	\$ 3,400.00	42.00	\$ 7,140.00	25.00	\$ 4,250.00	20.00	\$ 3,400.00
5 12" Storm Drain Pipe (PVC, SDR-35)	96	LF	64.00	\$ 6,144.00	48.00	\$ 4,608.00	170.00	\$ 16,320.00	73.00	\$ 7,008.00	76.00	\$ 7,296.00
6 18" Storm Drain Pipe (PVC, SDR-35)	454	LF	68.00	\$ 30,872.00	48.00	\$ 21,792.00	90.00	\$ 40,860.00	50.00	\$ 22,700.00	71.00	\$ 32,234.00
7 24" Storm Drain Pipe (RGRCP, Class 3)	374	LF	71.00	\$ 26,554.00	52.00	\$ 19,448.00	90.00	\$ 33,660.00	54.00	\$ 20,196.00	92.00	\$ 34,408.00
8 Storm Drain Inlet, SD-17	2	EA	3,600.00	\$ 7,200.00	4,500.00	\$ 9,000.00	3,000.00	\$ 6,000.00	4,000.00	\$ 8,000.00	5,400.00	\$ 10,800.00
9 Storm Drain Manhole, SS-11	2	EA	3,600.00	\$ 7,200.00	2,500.00	\$ 5,000.00	4,000.00	\$ 8,000.00	2,700.00	\$ 5,400.00	3,800.00	\$ 7,600.00
10 Abandon Storm Drain Manhole	1	EA	600.00	\$ 600.00	1,500.00	\$ 1,500.00	1,300.00	\$ 1,300.00	1,300.00	\$ 1,300.00	800.00	\$ 800.00
11 2" Water Service & Backflow Assembly WA-14 & WA-18	2	EA	5,100.00	\$ 10,200.00	3,500.00	\$ 7,000.00	3,800.00	\$ 7,600.00	5,800.00	\$ 11,600.00	3,100.00	\$ 6,200.00
12 Relocate water meter and box	1	EA	600.00	\$ 600.00	1,800.00	\$ 1,800.00	550.00	\$ 550.00	1,500.00	\$ 1,500.00	800.00	\$ 800.00
13 Adjust Existing Meter Box to grade	6	EA	600.00	\$ 3,600.00	400.00	\$ 2,400.00	320.00	\$ 1,920.00	300.00	\$ 1,800.00	500.00	\$ 3,000.00
14 6" Water Main (C-900, Class 150)	167	LF	90.00	\$ 15,030.00	30.00	\$ 5,010.00	68.00	\$ 11,356.00	45.00	\$ 7,515.00	82.00	\$ 13,694.00
15 Adjust Water Valve to Finish Grade, WA-23	8	EA	650.00	\$ 5,200.00	450.00	\$ 3,600.00	500.00	\$ 4,000.00	750.00	\$ 6,000.00	400.00	\$ 3,200.00
16 Relocate Fire Hydrant Assembly, WA-20	1	EA	1,700.00	\$ 1,700.00	4,500.00	\$ 4,500.00	1,400.00	\$ 1,400.00	1,700.00	\$ 1,700.00	1,200.00	\$ 1,200.00
17 Pulverize and Cement Treat 9" deep at 6%	135000	SF	0.70	\$ 94,500.00	0.87	\$ 117,450.00	0.75	\$ 101,250.00	0.85	\$ 114,750.00	1.30	\$ 175,500.00
18 Cement treat soil 9" deep at 6%	27000	SF	0.70	\$ 18,900.00	0.83	\$ 22,410.00	0.60	\$ 16,200.00	0.85	\$ 22,950.00	1.10	\$ 29,700.00
19 Asphalt Concrete, Type "B"	4800	TONS	77.00	\$ 369,600.00	70.30	\$ 337,440.00	70.00	\$ 336,000.00	74.00	\$ 355,200.00	78.00	\$ 374,400.00
20 Raise Survey Monument to finish grade	3	EA	650.00	\$ 1,950.00	500.00	\$ 1,500.00	265.00	\$ 795.00	500.00	\$ 1,500.00	650.00	\$ 1,950.00
21 Adjust Manhole Frames & Covers to Finished Grade	9	EA	700.00	\$ 6,300.00	800.00	\$ 7,200.00	400.00	\$ 3,600.00	1,000.00	\$ 9,000.00	500.00	\$ 4,500.00
22 Adjust Cleanout to grade	1	EA	650.00	\$ 650.00	800.00	\$ 800.00	300.00	\$ 300.00	300.00	\$ 300.00	400.00	\$ 400.00
23 8" Concrete Median Curb, CO-17	4450	LF	13.00	\$ 57,850.00	12.00	\$ 53,400.00	13.00	\$ 57,850.00	7.30	\$ 32,485.00	9.00	\$ 40,050.00
24 6" Curb and Gutter, CO-11	2000	LF	24.00	\$ 48,000.00	14.00	\$ 28,000.00	14.50	\$ 29,000.00	11.50	\$ 23,000.00	12.00	\$ 24,000.00
25 Stamped Concrete (Median Islands), CO-18	3680	SF	7.50	\$ 27,600.00	8.50	\$ 31,280.00	6.65	\$ 24,472.00	5.75	\$ 21,160.00	7.50	\$ 27,600.00
26 4" Thick Standard Sidewalk (Excludes Curb Ramps), CO-15	9100	SF	7.00	\$ 63,700.00	6.50	\$ 59,150.00	4.75	\$ 43,225.00	3.00	\$ 27,300.00	4.00	\$ 36,400.00
27 Curb Ramps (Includes Concrete), CO-21	6	EA	2,600.00	\$ 15,600.00	2,500.00	\$ 15,000.00	2,100.00	\$ 12,600.00	1,000.00	\$ 6,000.00	2,200.00	\$ 13,200.00
28 Drive Approach, CO-38	2080	SF	9.00	\$ 18,720.00	8.50	\$ 17,680.00	6.40	\$ 13,312.00	3.50	\$ 7,280.00	6.50	\$ 13,520.00
29 Valley Gutter, CO-23	2	EA	3,200.00	\$ 6,400.00	7,000.00	\$ 14,000.00	4,500.00	\$ 9,000.00	4,000.00	\$ 8,000.00	4,500.00	\$ 9,000.00
30 Traffic Signage, Striping and Pavement Markings	1	LS	12,000.00	\$ 12,000.00	23,508.00	\$ 23,508.00	20,000.00	\$ 20,000.00	12,500.00	\$ 12,500.00	14,500.00	\$ 14,500.00
31 Landscape Median Islands	1	LS	15,000.00	\$ 15,000.00	9,170.00	\$ 9,170.00	15,000.00	\$ 15,000.00	11,000.00	\$ 11,000.00	11,500.00	\$ 11,500.00
32 Landscape Irrigation for Median Islands	1	LS	23,000.00	\$ 23,000.00	17,200.00	\$ 17,200.00	15,000.00	\$ 15,000.00	12,000.00	\$ 12,000.00	11,500.00	\$ 11,500.00
33 Cement treat soil 6" deep at 6%	21000	SF	0.70	\$ 14,700.00	0.70	\$ 14,700.00	0.45	\$ 9,450.00	0.70	\$ 14,700.00	1.00	\$ 21,000.00
34 Crushed Rock Driveway Replacement	15	TONS	80.00	\$ 1,200.00	232.00	\$ 3,480.00	165.00	\$ 2,475.00	80.00	\$ 1,200.00	60.00	\$ 900.00
35 AC Dike, CalTrans Type A	51	LF	15.00	\$ 765.00	20.00	\$ 1,020.00	15.00	\$ 765.00	25.00	\$ 1,275.00	10.00	\$ 510.00
36 6" Sanitary Sewer Lateral Pipe	92	LF	60.00	\$ 5,520.00	43.50	\$ 4,002.00	205.00	\$ 18,860.00	32.00	\$ 2,944.00	40.00	\$ 3,680.00
37 Fire Hydrant Assembly, WA-20	1	EA	5,200.00	\$ 5,200.00	4,000.00	\$ 4,000.00	2,500.00	\$ 2,500.00	3,500.00	\$ 3,500.00	3,500.00	\$ 3,500.00
38 6" Gate Valve, WA-20	2	EA	1,300.00	\$ 2,600.00	1,800.00	\$ 3,600.00	250.00	\$ 500.00	850.00	\$ 1,700.00	1,000.00	\$ 2,000.00
39 Relocate Mailbox	2	EA	150.00	\$ 300.00	500.00	\$ 1,000.00	200.00	\$ 400.00	500.00	\$ 1,000.00	240.00	\$ 480.00
40 Conduits and Pull Boxes for Street Lighting	1	EA	27,000.00	\$ 27,000.00	34,419.00	\$ 34,419.00	32,000.00	\$ 32,000.00	40,000.00	\$ 40,000.00	35,500.00	\$ 35,500.00
Contractors Total:			\$ 1,059,995.00		\$ 1,094,267.00		\$ 1,101,560.00		\$ 1,111,363.00		\$ 1,129,922.00	

CITY OF HANFORD

Two Year Budget

Fiscal Years 2008 and 2009

1/21/2010 11:36 AM
08-09 Streets CIP_Amended 1-21-2010.XLS
street-cip12 (2)

"AMENDED" CAPITAL IMPROVEMENT PROJECT

STREETS - 11TH AVENUE WIDENING/RECONSTRUCT/OVERLAY,	181	808611
HUME AVENUE TO HOUSTON AVENUE	181	809611

	2007-08 PROPOSED	2008-09 PROPOSED	2009-10 PROJECTED
PROJECT COSTS			
Engineering	35,000	15,000	
Inspection	0	20,000	
Land Acquisition	30,000	0	
Construction	0	1,200,000	
Department Overhead	8,000	4,000	
City Overhead	10,000	6,000	
Contingency	0	120,000	
Total Costs	<u>83,000</u>	<u>1,365,000</u>	<u>NA</u>

SOURCE OF FUNDING

004 Accumulated Capital Outlay	0	100,000	
056 Proposition 1B Funds, FY 2009-10 Competitive Grant	0	500,000	
181 Transportation Impact Fees	83,000	565,000	
358 Storm Drainage	0	200,000	
Total	<u>83,000</u>	<u>1,365,000</u>	<u>NA</u>

PROJECT DESCRIPTION/JUSTIFICATION

These funds will be used to acquire needed right-of-way and complete the design for widening, reconstruction and overlay of 11th Avenue from Hume Avenue to Houston Avenue.

Fiscal Year 2007-08 - Design and Right-of-Way Acquisition.

Fiscal Year 2008-09 - Construction, Hume Avenue to Houston Avenue.

City of H A N F O R D

CALIFORNIA 93230
CITY OFFICES 319 NORTH DOUTY STREET



MAYOR
DAN CHIN

VICE MAYOR
SUE SORENSEN

COUNCIL MEMBERS

DAVID G. AYERS
DAVE THOMAS
CATHERINE WILLIS

CITY MANAGER
GARY W. MISENHIMER

April 13, 2010

TO: City Council

FROM: Deputy City Manager/Community Development Director

SUBJECT: Out-of-State Travel – Vice Mayor Sue Sorensen, Council Member Catherine Willis, and Deputy City Manager/Community Development Director Hilary Straus

RECOMMENDATION

That the city council, by motion, approve the out-of-state travel for Vice Mayor Sue Sorensen, Council Member Catherine Willis, and newly appointed City Manager Hilary Straus to travel to Washington D.C. to discuss funding opportunities through the city's lobbying program.

DISCUSSION

As part of the city's federal legislative program, the city has submitted earmarks for the following projects:

- \$5 million for SR198/12th Avenue Interchange as part of the Surface Transportation Reauthorization legislation
- \$2.25 million for the Industrial Park Water Main Extension and Storage Tank in the Water Resources Development Act (WRDA) Reauthorization legislation
- \$1.5 million for 13th Avenue widening between Lacey and Grangeville Boulevards as part of the federal FY 2011 Transportation-HUD appropriation process.

The city's federal funding requests total \$8.75 million for projects that benefit the city's residents and businesses. Given the importance of these community projects and the amount of federal funding requested, it is important and timely that a city delegation comprised of Vice Mayor Sorensen, Council Member Willis and newly appointed City Manager Straus travel to Washington, DC to meet with elected officials and key staff in support of the city's federal funding requests. The city's federal legislative advocate, Simon and Company, will be coordinating all of the meetings in Washington.

If approved by the city council, the city's delegation will travel to Washington, DC during the time frame of Monday, May 10, 2010 through Thursday, May 13, 2010.

IMPACT ON BUDGET

The approved budget for FY 2009-10 includes funds for travel to Washington D.C. to promote the city's request for funding assistance through our lobbying program.

Respectfully submitted,

Hilary Straus
Deputy City Manager/Community Development Director

City of H A N F O R D

CALIFORNIA 93230
CITY OFFICES 315 NORTH DOUTY STREET



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

April 14, 2010

To: City Council

From: City Manager

Subject: Ninth Amendment to Tenants-In-Common Agreement for the Hanford Joint Educational Center and Lease Agreement

RECOMMENDATION

That the city council, by motion, approve the Ninth Amendment to the Tenants-In-Common Agreement regarding purchase of real property for the Hanford Joint Educational Center and Lease Agreement and authorize the city manager to execute the documents.

DISCUSSION

On June 8, 2009, the joint tenants, City of Hanford, Hanford High School District, and College of the Sequoias, directed city staff to facilitate negotiations for the acquisition of 1.05 acres as shown in the attached sketch. The property is located along 13th Avenue in the southern portion of the Learning Center property and is completely surrounded by the Hanford Joint Learning Center property.

On March 16, 2010, the city council approved a purchase agreement subject to approval of a cost sharing agreement between the joint tenants. The attached Ninth Amendment to the Tenants-In-Common Agreement outlines the cost sharing and other information regarding purchase and use of the property.

The purchase agreement approved by the city council provides for lease back of the property to the current property owner as their residence and for continued operation of their trucking business. The term of the lease is for four (4) years at \$200 per month. All maintenance and/or repairs to the property, equipment and residence will be the sole responsibility of the lessee. Truck and vehicle maintenance is limited so as not to cause environmental contamination of the property. Insurance and indemnification of all Tenants-In-Common are required.

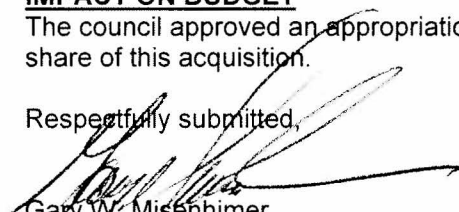
SUPPORT OF COUNCIL GOALS

- Hanford – A Regional Center
- Financially Sound City Providing Quality Services
- Quality Revitalization, Redevelopment and Development

IMPACT ON BUDGET

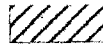
The council approved an appropriation from the Transportation Impact Fund Reserves to cover the city's share of this acquisition.

Respectfully submitted,


Gary W. Misenhimer
City Manager

Attachment

GRANGEVILLE BLVD



CENTENNIAL DR

Hanford Joint Learning Center

13th Avenue

COLUMBIA WAY

LIBERTY ST

Subject Property

FRANKLIN WAY

FRANKLIN WAY

CHARLIE CHAMBERS DR

INDEPENDENCE PL

INDEPENDENCE PL

FREEDOM ST

**NINTH AMENDMENT TO AGREEMENT BETWEEN
TENANTS-IN-COMMON FOR THE HANFORD
JOINT EDUCATIONAL CENTER REAL PROPERTY
(AGREEMENT REGARDING PURCHASE OF REAL
PROPERTY FOR HANFORD JOINT EDUCATIONAL CENTER)**

This Ninth Amendment to Agreement Between Tenants-in-Common for the Hanford Joint Educational Center Real Property ("**Ninth Amendment**") is made and entered into effective the ____ day of _____, 2010, by and between THE CITY OF HANFORD, a municipal corporation ("**City**"), HANFORD JOINT UNION HIGH SCHOOL DISTRICT ("**District**"), and the COLLEGE OF SEQUOIAS COMMUNITY COLLEGE DISTRICT, a body corporate and politic existing under the laws of the State of California ("**COS**") (sometimes hereinafter referenced collectively as "**Co-Owners**" and individually as a "**Co-Owner**").

RECITALS

A. City, District and COS are parties to that certain Agreement Between Tenants-In-Common for the Hanford Joint Educational Center Real Property, dated October 26, 2001 ("**Tenants-in-Common Agreement**"). The purpose of the Tenants-in-Common Agreement is to provide for the purchase, ownership, financing, construction, operation, and maintenance of the real property identified in the Tenants-in-Common Agreement ("**Property**") and upon which will be constructed certain improvements for use by the Co-Owners.

B. Pursuant to Paragraph 4.04 and 4.07 of the Tenants-in-Common Agreement, Co-Owners agree to construct certain on-site and off-site infrastructure to serve the Property.

C. On June 8, 2009, the Co-Owners gave direction to the City to facilitate the purchase of 1.05 acres of property ("**Escarcega Property**") that is completely surrounded by the Property and which is owned by Esteban Escarcega ("**Seller**").

D. The City obtained an appraisal and the Escarcega Property was valued at THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00). The City negotiated the purchase of the Escarcega Property for THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00).

E. The Escarcega Property will be added to the Property.

F. The parties desire to allocate the purchase price, escrow costs, and Phase I Environmental Assessment costs associated with the acquisition of the Escarcega Property equally.

NOW, THEREFORE, with respect to the foregoing recitals, the mutual covenants and

obligations herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Co-Owners agree as follows:

1. **Agreement of Reimbursement to the City.** Co-Owners hereby approve the THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) purchase price for the Escarcega Property, and agree to pay an equal share of the purchase price as identified in this Agreement. Co-Owners also agree to pay an equal share of escrow costs and Phase I Environmental Assessment costs associated with such purchase.

2. **Deposit of Funds Into Escrow.** The District and COS will deposit their respective shares of the purchase price and escrow fees into escrow within five (5) business days of receipt of a request from the City.

3. **Lease of Property.** Co-Owners agree that the Escarcega Property will be leased back to Seller for a period of four (4) years. The City will negotiate a lease with the seller and will provide a draft of the Lease to COS and the District for review and approval. The rental rate shall be TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per month. The City will collect the rent from Seller and shall utilize the funds to provide weed control on the vacant/unused portion of the Property and to cover the legal fees incurred by the City for preparation of a lease with Seller.

4. **Payment of Other Costs.** Other costs associated with the acquisition of the Escarcega Property and paid by the City, including, without limitation, the cost to prepare a Phase I Environmental Assessment and preparation of the lease described in Section 3 above, will be shared equally by the Co-Owners. The District and COS will render payment of their respective shares of such costs to the City within thirty (30) calendar days from their receipt of the City's request for payment.

5. **Sole and Only Agreement.** This Ninth Amendment 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 the covenants and agreements between the parties regarding said matters. Each party to this Ninth Amendment 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 is not embodied in this Ninth Amendment, and no other agreement, statement or promise shall be valid or binding.

6. **Benefits and Obligations.** Subject to Article XI of the Tenants-in-Common Agreement, the covenants and agreements herein contained shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

7. **Severability.** If any provision of this Ninth Amendment or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Ninth Amendment or the application of such provision to any person or circumstances, other than as to which it is so determined invalid or

unenforceable, shall not be affected thereby, and each provision of this Ninth Amendment shall be valid and shall be enforceable to the fullest extent permitted by law.

8. **Applicable Law.** This Ninth Amendment shall be construed and enforced in accordance with the laws of the State of California.

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

CITY OF HANFORD
a municipal corporation

By: _____
_____, City Manager

HANFORD JOINT UNION HIGH
SCHOOL DISTRICT

By: _____
Bill Fishbough, Superintendent

COLLEGE OF THE SEQUOIA
COMMUNITY COLLEGE DISTRICT
a body corporate and politic existing under
the laws of the State of California

By: _____
Dr. William Scroggins,
Superintendent/President

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT ("**Lease**") is entered into by and between THE CITY OF HANFORD, a municipal corporation ("**City**"), HANFORD JOINT UNION HIGH SCHOOL DISTRICT ("**District**"), and the COLLEGE OF SEQUOIAS COMMUNITY COLLEGE DISTRICT, a body corporate and politic existing under the laws of the State of California ("**COS**") (collectively "**Landlord**"); and ESTEBAN ESCARCEGA ("**Tenant**"), and in consideration of the mutual terms and conditions herein contained, the parties agree as follows:

1. **Leased Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions of this Lease, the 1.05+/- acres of property ("**Leased Premises**") that is described on the attached Exhibit "A" which is incorporated by reference.

2. **Term of Lease.** Landlord is purchasing the Leased Premises from Tenant. The term of this Lease shall begin on the date that escrow closes and Landlord acquires title to the Leased Premises from Tenant. This Lease shall continue for a term of four (4) years unless earlier terminated in a manner allowed under this Lease.

Tenant may terminate this Lease upon thirty (30) calendar days prior written notice to Landlord.

3. **Rent.** The rent for the Leased Premises shall be Two Hundred and No/100 Dollars (\$200.00) per month, which shall be paid in advance. The rent for the first month (or partial month) will be due on the date that this Lease begins. If this Lease does not begin on the first day of a calendar month, the second rental payment will be due on the first day of the calendar month immediately following the commencement of this Lease, with all subsequent rental payments due on the first day of each subsequent calendar month. The rent for any partial month shall be pro rated.

4. **Use.** Tenant must comply with all applicable federal, state, and local laws, regulations, and ordinances with respect to the use of the Leased Premises.

The Leased Premises shall be used for residential purposes only; provided however, Tenant may, subject to the conditions outlined below, continue using the Leased Premises for his trucking operation. All trucking activities will be limited to those that occurred immediately prior to the Tenant's sale of the Leased Premises to Landlord and which complied with all applicable laws, regulations, and ordinances.

Tenant's trucking operation consists of two (2) eighteen wheeler trucks and one (1) hay squeeze. Tenant agrees that he will not expand his trucking operation to include more than three (3) eighteen wheeler trucks. Tenant further agrees that he will not perform any truck or equipment maintenance or repair on the Leased Premises that could cause environmental contamination. Such prohibited activities include, without limitation, engine and transmission repair and maintenance.

Tenants further agrees that he will maintain the Leased Premises and operate his trucking business in an aesthetically pleasing manner. For example, Tenant will store all truck parts, equipment, and tools so they are not visible from any street or neighboring property. Tenant shall collect and dispose of all debris and shall not allow debris to collect on the Leased Premises. Tenant shall engage in weed abatement to prevent the growth of weeds. Tenant shall maintain all landscaping to City standards.

Tenant shall maintain a City business license as long as Tenant operates his trucking operation from the Leased Premises.

5. **Condition of Leased Premises.** Tenant agrees that he is aware of the condition of the Leased Premises, and by signature of this Lease, Tenant accepts the Leased Premises in its present condition, and agrees that, on the last day of the term of this Lease, or upon sooner termination of this Lease, to surrender the Leased Premises, including all fixtures, improvements, and structures attached to the Leased Premises, to Landlord in the same order and condition as when Tenant originally took possession of the Leased Premises, reasonable wear and tear excepted.

6. **Repairs and Maintenance.** During the term of this Lease, Tenant shall, at his sole cost and expense, keep the Leased Premises in good condition, maintenance, and repair. Tenant understands that he is responsible for **all** maintenance and repairs, including, without limitation, any required maintenance or repair of interior and exterior walls, foundation, roof, plumbing, electrical system, cooling and heating system, and water well and pump. If the Leased Premises become uninhabitable or unusable for any purpose as a result of any cause, Tenant may elect to repair the Leased Premises; provided however, if Tenant does not repair the Leased Premises, this Lease shall automatically terminate. **Tenant understands that Landlord will have no responsibility whatsoever for maintenance or repairs.**

Tenant Initials

Landlord Initials

7. **Street Widening.** Landlord may widen and/or expand the street adjacent to the Leased Premises; such street widening and/or expansion may reduce the usable area of the Leased Premises. In such event, Tenant will not be entitled to any rent adjustment or other form of consideration and all terms of the Lease will continue in full force and effect.

8. **Alterations and Improvements.** During the term of this Lease, Tenant shall not make any alterations, additions, improvements, or changes to the Leased Premises without the prior written consent of Landlord. In the event Landlord does consent, said alterations, additions, changes, improvements, shall become the property of the Landlord at the termination of this Lease, without need for reimbursement.

9. **Utilities.** During the term of this Lease, Tenant shall pay before delinquent all charges for telephone, gas, electricity, water, garbage collection, and all other utility services used in or on the Leased Premises before they become delinquent and shall hold Landlord harmless from such charges and fees.

10. Taxes. During the term of this Lease, Landlord shall pay all property taxes on the Leased Premises.

11. Liability Insurance. Tenant shall purchase and maintain in force, at Tenant's own cost and expense, during the term of this Lease: (a) comprehensive renter's public liability insurance covering Tenant's use and occupancy of the residence located on the Leased Premises; (b) with respect to Tenant's trucking operation, public liability insurance with liability limits not less than \$2,000,000.00 for the injury or death of one person and \$2,000,000.00 for the injury or death of more than one person in any one incident; and (c) with respect to Tenant's trucking operation, \$1,000,000.00 for damage to or destruction of any property of others.

Landlord and Landlord's officers, officials, and employees shall be named as additional insured on Tenant's liability and property damage insurance policies.

Tenant's insurance coverage shall be primary and non-contributory with respect to any coverage maintained by Landlord.

Within three (3) business days of the commencement of this Lease, Tenant shall cause to be issued to Landlord proper Certificates of Insurance evidencing that the foregoing insurance requirements have been complied with, and such certificate shall provide that the insurance shall not be cancelled or changed without thirty (30) days notice to Landlord.

12. Indemnification. Tenant shall indemnify, defend, and hold Landlord, and Landlord's officers, officials, and employees, the Leased Premises, and the property of Landlord free and harmless from any and all injuries, deaths, losses, claims, liability, and damages, and from all suits and the cost and expense of defending the same resulting from Tenant's occupation and use of the Leased Premises.

13. Hazardous Material. Tenant will not store, use, dispose of, or release any material on the Leased Premises that is deemed a hazardous waste or material under any federal, state, or local law, ordinance, rule, or regulation. Tenant shall indemnify, defend, and hold Landlord and Landlord's officers, officials, and employees, the Leased Premises, and the property of Landlord, free and harmless from any and all injuries, deaths, losses, claims, liability, and damages, and from all suits and the cost and expense of defending the same resulting from any violation of this Section 13.

14. Landlord's Right of Entry. Tenant, upon twenty-four (24) hours notice, shall permit Landlord to enter the Leased Premises at any and all reasonable times for the purpose of inspecting the Leased Premises to confirm that Tenant is complying with the terms and conditions of the Lease, and for other lawful purposes.

15. Holding Over. If Tenant holds over and continues in possession of the Leased Premises after termination of this Lease, Tenant will be considered a month-to-month tenant. In the event that Tenant holds over, Landlord and Tenant shall negotiate the rent Tenant will pay for such holdover period.

16. Compliance With All Laws. Tenant shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. Tenant shall not engage in or permit any illegal activity to occur on the Leased Premises.

17. Notices. 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 (3) business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

Landlord: City of Hanford
Attn: City Manager
319 North Douty Street
Hanford, CA 93230
Fax: (559) 585-2595

With a copy (which will not constitute notice) to:

Ty N. Mizote
Griswold, LaSalle, Cobb, Dowd & Gin, L.L.P.
111 E. Seventh Street
Hanford, CA 93230
Telephone: (559) 584-6656
Fax: (559) 582-3106
Email: tmizote@griswoldlasalle.com

Tenant: Esteban Escarcega
9783 13th Avenue
Hanford, CA 93230
Telephone: (559) 816-0138

Either party may change its address for the purpose of this section by giving written notice of the change to the other party in the manner provided in this section.

18. Waste and Nuisance. Tenant shall not commit, or permit others to commit, any waste or nuisance upon the Leased Premises, as defined in Section 3479 of the California Civil Code. Tenant shall not use or permit the use of the Leased Premises for any unlawful purpose.

19. Default and Remedies. If Tenant defaults in the payment of any rent or any other sum when due as herein provided, or in the performance of or breach of any other covenant or condition of this Lease to be kept or performed by Tenant, Landlord may, at its option, terminate this Lease upon written notice, forfeit Tenant's interest in the Leased Premises and Landlord may,

without further notice, demand, or legal process, re-enter and take possession of the Leased Premises, and remove Tenant therefrom consistent with California laws of unlawful detainer.

Any termination of this Lease shall not relieve Tenant from the payment of any amount that shall then be due and payable to Landlord under this Lease or any claim for damages against Tenant under this Lease. All rights, options, and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one of all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease.

Landlord has the remedy described in California Civil Code Section 1951.4. Landlord may continue this Lease in effect after Tenant's breach and abandonment and may recover rent as it becomes due, if Tenant has right to sublet or assign, subject only to reasonable limitations.

20. Waiver. The waiver by Landlord of any breach by Tenant of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant either of the same or another provision of this Lease.

21. Assignment or Subletting. Tenant shall not assign this Lease or sublease the Leased Premises or any interest therein without the Landlord's prior written consent.

22. Entire Agreement. This Lease contains the entire agreement between Landlord and Tenant regarding the Leased Premises, and any agreement, statement, or promise regarding the Leased Premises or the duties of either Landlord or Tenant Lease is null and void. This Lease may be modified only in writing and signed by both parties.

23. Time of Essence. Time is expressly declared to be of the essence of this Lease.

24. Binding Effect. This Lease, and all of the terms and conditions contained herein, shall be binding on and shall pass to the benefits of the heirs, executors, administrators, successors, and assigns of the parties hereto.

25. Preparation by Attorney. This Lease has been prepared by the law firm of Griswold, LaSalle, Cobb, Dowd & Gin, L.L.P. for Landlord. Said law firm strongly advised Tenant to review this Lease with independent counsel. Prior to signing this Lease, Tenant has reviewed this document with that counsel, legal or otherwise, which Tenant, in Tenant's sole discretion, has deemed necessary, reasonable, or appropriate. Tenant is knowingly, willingly, and voluntarily signing this document after such independent counsel, with an understanding and intent that this Lease shall be fully enforceable in accordance with its terms.

26. Attorney's Fees. In the event either party shall commence a lawsuit for any alleged breach of any provision of this Lease, for the forfeiture of this Lease, for possession of the Leased Premises, to recover rent, or to enforce protect or establish any right or remedy under this Lease, the prevailing party shall be entitled to recover as part of its judgment its court costs and reasonable attorney's fees as fixed by the court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2010.

LANDLORD

TENANT

CITY OF HANFORD

By: _____
_____, City Manager

ESTEBAN ESCARCEGA

HANFORD JOINT UNION HIGH
SCHOOL DISTRICT

By: _____
Bill Fishbough, Superintendent

COLLEGE OF THE SEQUOIA
COMMUNITY COLLEGE DISTRICT
a body corporate and politic existing under
the laws of the State of California

By: _____
Dr. William Scroggins,
Superintendent/President

EXHIBIT A
Description of Leased Premises

That portion of the North half of the Southwest quarter of the Southwest Quarter of Section 27, Township 18 South, Range 21 East, Mount Diablo Base and Meridian, located in the County of Kings, State of California, more particularly described as follows:

Parcel 2 of the map recorded in Book 8, Page 3 of Parcel Maps in the Office of the Kings County Recorder.

C:\Users\Ty\Documents\Mizote\Hanford, City of\Vocational Center\Escarcega Lease\Escarcega Esteban Lease Agreement - 04-14-10 -3.wpd

City of HANFORD

CALIFORNIA 93230
CITY OFFICES 319 NORTH DOUTY STREET



MAYOR
DAN CHIN

VICE MAYOR
SUE SORESEN

COUNCIL MEMBERS

DAVID G. AYERS
DAVE THOMAS
CATHERINE WILLIS

CITY MANAGER
GARY W. MISENER

April 14, 2010

TO: City Manager/City Council

FROM: Deputy City Manager

SUBJECT: Memorandum of Understanding between the City of Hanford and the Hanford Firefighters.

RECOMMENDATION

That the City Council, by motion, approve the Memorandum of Understanding between the City of Hanford and the Hanford Firefighters, Local 3898, IAFF, for the period beginning January 1, 2010 and terminating December 31, 2011.

DISCUSSION

The management negotiating team and the firefighting bargaining unit employees have met and conferred to come to an agreement on a memorandum of understanding. At our meeting held on January 12, 2010, the parties reached a tentative agreement for a two-year contract.

The major provisions for Council's approval are implementation of a duty schedule change from to a 48/96 work schedule for a trial period of one year effective July 2010, an increase in tuition reimbursement from \$180 per fiscal year to \$360 per fiscal year and other minor clean-ups.

In addition, the parties have agreed to modify the department general orders related to staffing deployment on a engine and vacation usage.

It is respectfully recommended that the City Council approve the two-year memorandum of understanding with the fire unit employees.

Respectfully submitted,

Mary R. Lindsay
Deputy City Manager

Memorandum of Understanding

between

City of Hanford

and

Hanford Firefighters
Local 3898, IAFF

January 1, 2010 – December 31, 2011

MEMORANDUM OF UNDERSTANDING CONCERNING WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN THE CITY OF HANFORD AND THE HANFORD FIREFIGHTERS, LOCAL 3898, IAFF EFFECTIVE JANUARY 1, 2010 THROUGH DECEMBER 31, 2011.

<u>SECTION</u>	<u>TITLE</u>
1.01	PREAMBLE
1.02	RECOGNITION
1.03	PURPOSE
1.04	NONDISCRIMINATION
1.05	CITY RIGHTS
1.06	MAINTENANCE OF OPERATIONS
2.01	WAGES
2.02	STANDARD WORK PERIODS
2.03	OVERTIME
2.04	HOLIDAYS
2.05	VACATION
2.06	SICK LEAVE
2.07	BEREAVEMENT LEAVE
2.08	TUITION REIMBURSEMENT
2.09	MILEAGE REIMBURSEMENT
2.10	UNIFORM ALLOWANCE
2.11	LINEN REPLACEMENT POLICY
2.12	HEALTH INSURANCE
2.13	SMOKING POLICY
2.14	EDUCATIONAL INCENTIVE PAY
2.15	RETIREMENT
2.16	WORKING OUT OF CLASSIFICATION
2.17	DUES DEDUCTION
2.18	BILINGUAL PAY
2.19	IMMUNIZATIONS
2.20	DEFERRED COMPENSATION
2.21	CLASS ATTENDANCE
2.22	STATE DISABILITY LEAVE AND PAID FAMILY LEAVE
2.23	PREGNANCY LEAVE
2.24	FAMILY AND MEDICAL LEAVE ACT
2.25	JURY DUTY
2.26	SURVIVOR DEATH BENEFIT
2.27	PER DIEM
3.01	LAYOFF PROCEDURES
4.01	DISCIPLINARY ACTION
5.01	GRIEVANCE PROCEDURES
6.01	SUBSTANCE ABUSE POLICY
7.01	CONCLUSIVENESS
7.02	ACCUMULATION/VESTING
7.03	SAVINGS CLAUSE
7.04	TERM OF MEMORANDUM

1.01 PREAMBLE

The following constitutes a Memorandum of Understanding ("MOU") between the City of Hanford ("City") and the Hanford Firefighters Local 3898, IAFF ("Firefighters") as a result of meeting and conferring in good faith concerning wages, hours, and other terms and conditions of employment, pursuant to Government Code Section 3500 et seq., and the City's Employer-Employee Relations Policy, Hanford Personnel Rules Regulations, Chapter 12.

1.02 RECOGNITION

Under the terms of Chapter 12 of the Merit System Rules and Regulations, the City formally recognizes the Firefighters as the exclusive recognized employee organization for the firefighters and fire engineers of the City.

1.03 PURPOSE

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

1.04 NONDISCRIMINATION

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

1.05 CITY RIGHTS

- I. Nothing in this agreement shall restrict or obstruct the inherent or legal rights of the City as they relate to its general legislative process. These rights include, but are not limited to:
 - A. Determining the goals, objectives and mission of the City departments, offices, committees or commissions;
 - B. Establishing the standard of selecting City personnel;
 - C. Implementing and executing standards of continued employment with the City;
 - D. Identifying the work to be performed and allocating such work to City personnel;
 - E. Directing its personnel and administering discipline;
 - F. Relieving its personnel from duty;
 - G. Undertaking all necessary actions during emergencies;

- H. Discharging, suspending, demoting, reducing in pay, reprimanding, withholding salary increases and benefits, or otherwise disciplining employees subject to the requirements of the MOU and the city rules and regulations;
- I. Laying-off employees; or
- J. Directing employees, including scheduling and assigning work, work hours and overtime.

1.06 MAINTENANCE OF OPERATIONS

The Firefighters agree, for the term of this MOU, neither the Firefighters, nor their agents, will cause, authorize, or engage in a strike against the City, a work stoppage, slow down, picketing or concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, or comply with a request of another labor organization or bargaining unit to engage in such activities. This is not to mean that the Firefighters, collectively or individually, waive any rights as to protection of personal safety as they may pertain to refusal to cross the picket line of another public employees organization on strike, or to informational picketing by employees on their own time.

2.01 WAGES

There are no salary adjustments during the term of this agreement.

2.02 STANDARD WORK PERIOD

- I. A duty shift will be a period of twenty-four (24) consecutive hours, starting at 0800 hours one day and continuing to 0800 hours the next day. Every day of the year is considered a normal duty shift except Thanksgiving and Christmas as defined in Section 2.04, Holidays.
 - A. Fire shift personnel will work a 56-hour workweek, three (3) platoon basis. The duty schedule shall include nine (9) 24-hour shifts on a twenty-seven (27) day cycle following three (3) patterns of on, off, on, off, on, off, off, off, off, per cycle.
 - B. Fire shift personnel's hourly rates of pay will be based on two thousand, nine-hundred and twelve (2,912) hours per year.
- II. Effective with the start of the FLSA cycle in July 2010, the City agrees to implement the 48/96 work schedule for a period of one year.
 - A. A duty shift will be a period of twenty-four (24) consecutive hours, starting at 0800 hours one day and continuing to 0800 hours the next day. Every day of the year is considered a normal duty shift except Thanksgiving and Christmas as defined in Section 2.04, Holidays.
 - B. Effective the first FLSA cycle in July 2010, the duty schedule shall change to a 48/96 schedule. The duty schedule shall change to the 48/96 shift pattern system in which employees work two (2) consecutive twenty-four (24) hour shifts for a total of forty-eight (48) hours, and have ninety-six (96) consecutive hours off.
 - 1. A typical work schedule, where "X" represents a workday and "O" represents a day off, is as follows: XXOOOOXXOOOOXXOOOO and so on.

- C. During the term of this agreement the City shall have the unilateral right, without further meeting and conferring, to revert to the work schedule described in Part I above. In the event the City elects to exercise this right it shall give the union and bargaining unit employees sixty (60) days notice prior to the effective date of the change.
- D. Fire shift personnel's hourly rates of pay will be based on two thousand, nine-hundred and twelve (2,912) hours per year.

2.03 OVERTIME

I. Administration.

- A. It is the policy of the City that overtime work is to be kept to the minimum consistent with protection of life, property, and the efficient operation of the departments and activities of the City and that overtime be compensated by time off wherever practicable. All work requiring any employee to work overtime must be approved by the Department Head or his/her designated representative prior to the work being performed, with the exception of emergency situations.
- B. Overtime shall start at the time an employee reaches the place where he/she is directed to report and shall continue until he/she is released or the work is completed whichever is the earlier.
- C. In case of disaster, state of extreme emergency or local peril, the overtime procedures herein established shall not be in effect, and compensation procedures will be determined by the City at the time of the emergency, taking into consideration such conditions.

II. Compensation.

- A. Employees shall receive overtime compensation for hours worked in excess of the duty shift period of twenty-four (24) hours with no hourly minimum or for hours worked when called back to duty from their off duty hours with a one (1) hour minimum guarantee at time and one-half (T1/2) their regular hourly rate or time and one-half (T1/2) compensatory time off, at the discretion of the Department Head.
- B. Effective with implementation of the 48/96 work schedule, employees shall receive overtime compensation for hours worked in excess of two consecutive duty shifts (48 hours total) with no hourly minimum or for hours worked when called back to duty from their off duty hours with a one (1) hours minimum guarantee at time and one-half (T1/2) their regular hourly rate or time and one-half (T1/2) compensatory time off, at the discretion of the Department Head.
- C. In the event compensatory time off is used as the method of compensation for overtime, the time off will be taken within the fiscal year in which the overtime has been worked. In the event the employee is denied this provision, he/she will be compensated for such time at the applicable rate of pay. Exceptions to this procedure will be made only upon written authorization of the City Manager.

III. Training.

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

1. Training is approved and required by the employee's Department Head;
2. Training is directly related to the employee's present job; and
3. The training could not be obtained during the employee's regular working hours.

2.04 **HOLIDAYS**

I. Holiday In-Lieu Pay.

A. Holiday-In-Lieu Pay – Employees shall receive one-hundred thirty-three (133) hours pay at straight time in-lieu of any holiday time off. Two equal payments will be made annually: (1) the first pay day following December 1st; and (2) the first payday following June 1st. Pro-rated adjustments based on time in service will be made for employees entering or leaving fire shift work. The City shall modify its work schedule in order that actual scheduled work shall not exceed four hours on Thanksgiving and Christmas.

2.05 **VACATION**

I. Eligibility.

A. Employees shall complete six (6) months continuous service before using accrued vacation leave. Employees shall not work for the City during their vacation. Employees whose scheduled vacations are interrupted or postponed due to industrial injury shall be rescheduled after such injured employee has returned to duty. No vacation previously scheduled shall be lost due to an employee exceeding the vacation accrual during an industrial injury leave.

II. Accrual.

A. Vacation will accrue and be credited every two (2) weeks for continuous service performed in pay status:

1. From zero (0) through five (5) years:
122 hours annually
2. From six (6) through ten (10) years:
184 hours annually
3. From eleven (11) through fifteen (15) years:
192 hours annually
4. Sixteen (16) or more years:
240 hours annually

III. Limits of Accrual.

Accrued vacation hours may not exceed twice the employee's annual rate of accrual.

IV. Compensation at Termination.

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

2.06 SICK LEAVE

I. Administration.

- A. Sick leave shall not be considered as a right which an employee may use at his/her own discretion, but shall be granted only upon the recommendation of the Department Head. The Department Head will only allow sick leave to be used in case of necessity and actual personal illness or disability, medical or dental treatment or in case of emergency illness in the immediate family. Immediate family shall mean spouse, parent, child, brother, or sister.
- B. Employees may use up to three and a half (3.50) shifts, up to eighty-four (84) hours, of their accumulated sick leave per fiscal year for doctor and dentist appointments and to provide care, due to illness/injury, of any member within their immediate family. Emergency illness in the immediate family shall be defined to mean such illnesses as requiring treatment by a licensed physician. In addition, a close relative residing in the household of the employee shall qualify for the purpose of this section.
- C. The Department Head may require employees on sick leave to remain off duty until released to full duty by the City physician. In the case of pregnancy, the release to full duty shall be provided by the employee's physician if she does not wish to consult the City's physician.

II. Eligibility.

- A. Regular and probationary employees shall be eligible to accrue sick leave at the rate of 6.46 hours every two weeks. Employees are not eligible to use accrued sick leave until the completion of six (6) months continuous service.
- B. In order to be eligible to use sick leave the employee shall notify the shift captain at least one hour prior to the shift change.
- C. The employee may be required by his/her Department Head to file a physician's certificate or a personal affidavit stating the cause of absence or attesting to the employee's ability to resume work.
- D. Sick leave will not be granted for illness occurring during any leave of absence other than sick leave, with these exceptions:

1. An illness or injury occurring while on vacation leave may be covered by sick leave when such illness or injury causes the employee to be hospitalized.
2. Employees who are on vacation at the time of a death in the immediate family shall be entitled to substitute sick leave for vacation time, consistent with the existing bereavement leave policy. The total period of absence from City employment (vacation and sick leave) shall not be extended beyond that time initially approved for vacation without specific City approval. Unused vacation shall be retained by the affected employee in accordance with the existing vacation policy.

III. Deduction.

Sick leave balances shall be reduced by the actual time not worked to the nearest one-tenth (1/10) of an hour. Absence for illness/medical treatments may not be charged to sick leave not already accumulated.

IV. Forfeiture upon Termination.

Employees leaving the municipal service shall forfeit, and will not be compensated for, accumulated sick leave.

V. Accumulation.

Accrued sick leave may be accumulated without limit.

VI. Application of Unused Sick Leave to Retirement Benefits.

Upon retirement, under the Public Employees Retirement System, qualifying employees may apply unused sick leave as provided under Section 20862.8 of the Government Code.

2.07 BEREAVEMENT LEAVE

Up to two (2) shifts of sick leave, a total of ten (10) calendar days including days off, may be granted an eligible employee by the Department Head in the event of death in the employee's family. For the purpose of this section only, the employee's family shall mean the spouse, parent, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, grandchildren or a relative residing in the household of the employee. Requests for sick leave in excess of two (2) shifts for bereavement are subject to the approval of the City Manager.

2.08 TUITION REIMBURSEMENT

Pursuant to Administrative Regulation 1.13 regular City employees are eligible to receive tuition reimbursement up to \$180 per fiscal year for educational purposes. Effective July 2010, regular City employees are eligible to receive tuition reimbursement up to \$360 per fiscal year for educational purposes.

2.09 MILEAGE REIMBURSEMENT

Employees required to use their personal automobiles for authorized City business may receive mileage reimbursement at the rate of \$0.22 per mile.

2.10 UNIFORM ALLOWANCE

- I. New personnel shall be paid an initial uniform allowance equivalent to the uniform allowance in effect for a regular employee for the appropriate uniform for the first year of employment within one (1) month of the date of hire. 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.
- II. Regular employees shall receive a uniform allowance of \$800 per fiscal year paid the first full pay period in July. The employee shall have the responsibility of being properly uniformed and equipped.

2.11 LINEN REPLACEMENT

Employees shall furnish their own linen including pillow, pillow case, top and bottom sheets, bath towel and washcloth. The City shall furnish a mattress pad, a blanket, and a bedspread for each bed.

2.12 HEALTH INSURANCE

The City shall pay up to fifty percent (50%) of the total premium of the HMO health insurance for all employees and their dependents who elect to take our group health plan. The City shall also pay fifty percent (50%) of the total premium for all employees and their dependents who elect to participate in our dental and life insurance program.

2.13 SMOKING POLICY

Any person hired by the City of Hanford after January 1, 1987, to provide fire suppression/prevention services in a sworn capacity, as a condition of employment, shall refrain from using tobacco either on or off duty during his or her tenure of employment.

2.14 EDUCATIONAL INCENTIVE PAY

- I. Employees who have reached Step "D" in their salary range shall be eligible to receive the following Education Incentive Payment:
 - A. For completion of an Associate or Bachelor Degree: \$40.00 per month.
 - B. 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.

2.15 RETIREMENT

The City shall provide the CalPERS retirement formula of 3% @ 55. The City shall pay the employees 9.0% share of the retirement.

2.16 WORKING OUT OF CLASSIFICATION

All employees shall receive a pro-rated one and a half percent (1.50%) of base salary as full payment for any and all work performed out of classification during a calendar year. Payments for working out of classification in a particular year will be made in January of the next year.

2.17 DUES DEDUCTION

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

2.18 BILINGUAL PAY

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

2.19 IMMUNIZATIONS

The City will provide the immunization series for hepatitis "B" and tuberculosis testing to all employees.

2.20 DEFERRED COMPENSATION

- I. Employees within the bargaining unit are eligible to receive matched employer contributions for deferred compensation as defined below.
- II. Individuals enrolled in the deferred compensation plan may contribute the maximum allowed under deferred compensation regulations. The matched employer contributions will be based on the schedule listed in section "V" below and will be made from the first year that contributions begin, up to and including the sixth year in the program and continuing after the sixth year. To remain eligible for continued employer contributions, once enrolled in the program, employees must contribute the minimum level of matching contributions.
- III. A declaration of intent to enroll in the program or modify contribution levels must be filed no later than December 15th before the next year of the program, with the enrollment or modification effective the first full pay period in January of the following year.
- IV. This program shall be considered a working condition from inception and thereafter. An employee may choose to enroll at any time subject to the enrollment clause specified above. The initial employer match shall be \$25.00 per pay period. It shall take a minimum of six (6) years to reach the maximum matched employer contribution of \$150.00, as described below in section "V."
 - A. For example, an employee may decide to enroll in 1996. When the employee contributes \$25.00 per pay period, the City (employer) will match the contribution by \$25.00 per pay period. If the employee remains enrolled a second year (1997) and contributes \$50.00 per pay period, the City (employer) will match the contribution by

\$50.00 per pay period. If the employee chooses to leave his/her contribution at \$50.00 in the third year (1998), fourth year (1999) and fifth year (2000), the City (employer) will continue to match the \$50.00 contribution. If the employee decides in the sixth year (2001) to increase the amount deferred to \$75.00 per pay period, the City (employer) will match \$75.00 per pay period. If in the seventh year (2002) the employee chooses to not participate in the program by ending his/her contribution, employer contributions will cease and the employee will no longer be eligible for matched employer contributions for the term of his/her employment. 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.

V. The matched employer contributions shall be in \$25.00 increments as follows:

- A. Year One of Participation
Employee contributes \$25.00 per pay period.
City will match \$25.00 per pay period.
- B. Year Two of Participation
Employee contributes \$50.00 per pay period.
City will match \$50.00 per pay period.
- C. Year Three of Participation
Employee contributes \$75.00 per pay period.
City will match \$75.00 per pay period.
- D. Year Four of Participation
Employee contributes \$100.00 per pay period.
City will match \$100.00 per pay period.
- E. Year Five of Participation
Employee contributes \$125.00 per pay period.
City will match \$125.00 per pay period.
- F. Year Six of Participation
Employee contributes \$150.00 per pay period.
City will match \$150.00 per pay period.

2.21 CLASS ATTENDANCE

- I. With the approval of the duty officer, employees may attend local educational courses provided their response posture is maintained. All other classes attended shall be approved by the Fire Chief and shall not reduce the maximum daily staffing by more than one person.
- II. The department shall maintain a policy related to class attendance while on-duty.

2.22 STATE DISABILITY LEAVE AND PAID FAMILY LEAVE

State disability insurance and paid family leave are provided to all employees within this unit at the employees cost. State disability payments may be available to employees who cannot work due to sickness or injury not job related. State disability payments shall be integrated with sick leave balances.

To the extent that accumulated sick leave or vacation leave is available, the employee will continue to receive a regular payroll check. State disability insurance payments received by the employee from the State shall be turned in to the City upon receipt by the employee. When such checks are received by the City, that portion of the sick leave or vacation leave used, equivalent to the dollars received from the State, shall be reimbursed to the employees' balances. At such time that the employee no longer has balances to reimburse, the employee is no longer required to submit the state disability payment to the City.

2.23 PREGNANCY LEAVE

The City provides pregnancy disability leave consistent with state law.

2.24 FAMILY AND MEDICAL LEAVE ACT

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

2.25 JURY DUTY

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

2.26 SURVIVOR DEATH BENEFIT

The City shall use the Indexed Level of Survivor Death Benefits in accordance with State law and CalPERS rules and regulations.

2.27 PER DIEM

The City shall pay \$50.00 per diem (meals only) to fire fighters and fire engineers when overnight travel is required. The daily commuter allowance shall be \$10.00 per day. Per diem for travel day shall be paid at \$25.00 (50% of the agreed upon per diem). No food receipts will be required for the per diem or commuter allowance.

If a separate payment is required for a full day of on-site meals, then the employee is not eligible for per diem with the exception of travel days.

3.01 LAYOFF PROCEDURES

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

II. Seniority List.

The Personnel Officer shall establish seniority lists based on employee length of service. Such lists shall be established on a departmental basis.

III. Seniority Score Computation.

- A. Total seniority credits shall be counted from the initial date of hire under any type of appointment, as long as there has been no break in service; otherwise total seniority credits shall be counted from the first day of employment following the last break in service. Prior lay-off does not constitute a break in service.
- B. One point of seniority credit shall be counted for each qualifying month of service. For other than full-time employment, 160 hours worked shall be equivalent to one month of service and seniority credit shall be given upon the completion of each 160 hours worked.
- C. Authorized leave of absences without pay shall not be considered breaks in service, but time spent on such leaves without pay shall not count toward seniority credit.
- D. No matter what the class, the service credits will be calculated the same. There will be no preference for special classes.
- E. When two or more employees have the same total seniority score, the tie shall be broken and preference given: first to the employee with the greatest seniority in the class in which lay-off is being made, then the employee with the greatest seniority in the department of lay-off, finally the employee whose name is drawn by lot by the Personnel Officer.

IV. Order of Separation.

- A. Separation (lay-off) of employees shall be in the order in which their names appear on the seniority list for the affected class, with those persons having the least seniority credit being the first separated, except as provided in 3.01(IV)(C).
- B. Employees in the same class shall be separated during a reduction in force (lay-off) according to the type of appointment under which they serve, in the following sequence: First part-time, then probationary, and finally permanent.
- C. The lay-off of employees in grant funded positions shall be guided by pertinent regulations set forth in the grant contract. If a grant does not provide guidelines for lay-off, then the lay-off of employees occupying all grant funded positions shall be determined by the availability of the grant funds, except that such employees may be displaced by qualified probationary or permanent employees in the same department who are scheduled for lay-off and who have a greater number of seniority credits.

V. Voluntary Demotion in Lieu of Lay-off.

An employee scheduled to be laid off may voluntarily demote to a lower class when the lower class has similar duties, responsibilities and requirements as designated by the Personnel Officer, providing the total seniority credits of the demoting employee exceed the total seniority credits of the employee in the lower class. Employees may also demote to any previously held position wherein their performance had been judged to be satisfactory, so long as their seniority credit exceeds that of the person occupying that position. To be considered for voluntary demotion in lieu of lay-off, an employee must notify the Personnel Officer in writing of this election no later than seven calendar days after receiving notice of lay-off.

VI. Re-Employment Lists - By Class.

The Personnel Officer shall establish a re-employment list, which will be valid for two (2) years from the date of employee lay-off and shall pertain to each class in which a lay-off occurs. Such lists shall contain the names of permanent employees who were laid off or demoted in lieu of lay-off from that class. Names shall be placed on the re-employment list in the order of total seniority, with the highest seniority being first on the list. Any remaining benefits at the time of lay-off shall be restored upon rehire.

VII. Department Re-Employment Lists.

A re-employment list shall be established for each department in which a lay-off occurs. Such lists shall be prepared in accordance to the procedures set forth in 3.01(VI). Appointment shall be made from the highest available eligible on the department re-employment list, who has expressed a willingness to accept re-employment. An employee's name shall be removed from the re-employment list if said employee fails to reply to an offer of employment within ten (10) calendar days after receipt of such offer or, failing to report for work after acceptance.

VIII. City Re-Employment List.

A re-employment list shall also be established on a city-wide basis. In the absence of a department re-employment list, the city-wide list shall be used to fill vacancies under these procedures. Individual names shall be removed from the City list if such individual rejects or fails to reply to an offer for re-employment within ten (10) calendar days after receipt of the offer or to report for work after acceptance. Employees appointed from a City re-employment list may be required to serve a new probationary period. Any employee laid off for a period of six (6) months or longer will be required to meet City medical standards.

IX. Lay-Off of Probationary Appointments as a Result of Promotion.

If an employee with permanent status is promoted and a lay-off occurs during the probationary period and such employee is scheduled to be laid off, the employee shall be entitled to return to the former position. If a lay-off occurs in the position (class) to which the employee returned, the procedures established in this Section shall apply and shall be followed.

4.01 DISCIPLINARY ACTION

- I. "Disciplinary Action" as used in this Section shall mean discharge, demotion, reduction in salary, disciplinary probation or suspension.
- II. This Section shall not apply to reductions in force or reductions in pay which are part of a general plan to reduce or adjust salaries and wages.
- III. Causes for Disciplinary Action.

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

- A. Fraud in securing appointment;
- B. Neglect of duty;
- C. Insubordination;
- D. Dishonesty;
- E. Intoxication or under the influence of alcohol while on duty;
- F. Possession, distribution, sale or use, or being under the influence of illegal drugs while on duty;
- G. Absence without leave;
- H. Conviction of a felony or conviction of a misdemeanor;
- I. Immorality;
- J. Discourteous treatment of the public or other employees;
- K. Improper political activity as defined by California law;
- L. Willful violation of safety, endangering property and persons;
- M. Misuse of City property;
- N. Inefficiency or incompetency;
- O. Violation of any of the provisions of the City Personnel Rules and Regulations, official City policies or departmental rules and regulations;
- P. Other failure of good behavior either during or outside of duty hours which is of such a nature that causes discredit to the City; and
- Q. Refusal to take or subscribe to any oath or affirmation which is required by law in connection with City employment.

IV. Persons by Whom Disciplinary Action May Be Taken.

An employee's Department Head or other person designated by the City Manager may take disciplinary action against an employee as specified in this Section.

V. Notice of Proposed Disciplinary Action – Regular Employees.

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

- A. A statement of the nature of the disciplinary action;
- B. The effective date of the proposed action;
- C. A statement of the causes therefore;
- D. A statement in ordinary and concise language of the act or omissions upon which the causes are based;
- E. A copy of the materials upon which the disciplinary action is based;
- F. A statement informing the employee of his/her right to appeal the decision as provided in this section.

VI. Right to Respond – Regular Employees.

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

VII. Right of Appeal – Regular Employees.

- A. Any regular employee shall have the right of appeal from any disciplinary action under this Section. Such appeal must be filed in writing with the City Manager within ten (10) calendar days of the date of service of the notice of such disciplinary action. Failure to file an appeal within such period constitutes a waiver of the right of appeal.
- B. Except in the case of danger to the public well-being, the employee's safety or other employees' safety, no discipline shall be imposed prior to the completion of the appeals process.

VIII. Hearing – Regular Employees.

If the employee or his representative chooses to exercise his right to appeal as stated in section 4.01(VII), the following will apply:

A. *Hearing Officer Selection.*

The employee (or his/her representative) and the City, within ten (10) calendar days of the appeal, shall jointly pick a Hearing Officer to hear the appeal. If the parties are unable to agree on a Hearing Officer within this timeframe, the employee (or his/her representative) and the City shall, jointly request a list of names of five (5) neutrals from the California State Mediation and Conciliation Service. Within five (5) calendar days after receiving the list of neutrals, the employee (or his/her representative) and the City

shall select a Hearing Officer from that list by alternately striking names from the list. The first option to strike shall be determined by lot.

B. *Cost of Hearing.*

The cost of the services of the Hearing Officer shall be borne by the losing party. In the event the Hearing Officer makes a compromise decision, he/she shall determine the costs to be borne by each party based on the relative merit of their respective cases.

C. *Schedule of Hearing.*

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

D. *Continuance of Hearing.*

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

E. *Conduct of Hearing.*

1. Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code, except that the appellant and other persons may be examined as provided in Section 19580 of the Government Code, and the parties must submit all proper and competent evidence in support of their position to the hearing officer. The Hearing Officer shall determine the need for counsel and the procedures under which the hearing will be conducted. Such procedures shall comply with State Law and the provisions of this section.
2. The hearing shall be closed to the public, except to necessary parties, unless the appellant or employee organization on the appellant's behalf requests in writing, that the hearing be open to the general public and such a request is granted by the hearing officer. All witnesses, except the appellant and necessary parties, shall be excluded from the open hearing process.

F. *Advisory Findings.*

The findings of the Hearing Officer shall be rendered within fifteen (15) calendar days of the hearing, or within a reasonable time thereafter, and shall be advisory only to the City Manager. In the event that the discipline was initially imposed by the City Manager, the hearing officer's findings shall be advisory, instead, to the City Council, which shall make the final decision. Nothing in these rules shall be construed as to bind the City, City Manager, or City Council to any findings of the neutral Hearing Officer.

IX. Decisions – Regular Employees.

A. *City Manager.*

The City Manager shall render a written decision within ten (10) calendar days after

receiving the advisory findings of the Hearing Officer. The City Manager's decision shall be final and conclusive. A copy of such decision shall be forwarded to the appellant. If the disciplinary action taken against the employee is reversed or modified by the City Manager, the employee may be compensated, in whole or in part, for the time lost as determined by the City Manager.

B. *City Council.*

In the event the discipline was initially imposed by the City Manager, the City Council shall consider the advisory findings of the Hearing Officer and shall render a final and conclusive decision within fifteen (15) calendar days of the receipt of the Hearing Officer's advisory decision. If the disciplinary action taken against the employee is reversed or modified by the City Council, the employee may be compensated, in whole or in part, for any time lost as determined by the City Council.

X. Representation.

The employee may appear in person at the hearing, or be represented by counsel or another representative. Any City employee other than those appointed to management and confidential classifications, shall be permitted to represent another City employee or group of City employees at an appeal hearing.

XI. Failure of Employee to Appear at Hearing.

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

XII. Notices to Witnesses.

The City Manager shall issue subpoenas for witnesses of the employee upon his/her written request and at the employee's cost consistent with the requirements of Government Code sections 11450.05 *et seq.* The City Manager may require such cost to be prepaid and the same shall be limited to the fee and mileage of witnesses as set forth in Government Code section 11450.40.

XIII. Effect of Certain Disciplinary Actions.

A. *Disciplinary Probation.*

Employees placed on disciplinary probation shall not accrue vacation, sick leave, or earned time for salary review while on such probation.

B. *Suspension.*

Employees suspended from the municipal service shall forfeit all rights, privileges, and salary while on such suspension with the exception of group health and life insurance benefits.

C. *Discharge.*

Employees terminated pursuant to this Section shall be paid salary, vacation, or paid days in lieu of holidays accumulated to the effective date of termination.

XIV. Releasing of Information.

The City will comply with state laws regarding public disclosure of disciplinary personnel actions. With respect to release of information regarding disciplinary personnel actions to the news media, no information will be released without prior approval of the City Manager.

XV. Actions Not Subject to Section 4.01.

A. *Oral Reprimand.*

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

B. *Written Reprimand.*

1. Employees receiving a written reprimand shall have a copy of the reprimand filed in their permanent record for future reference. Each employee's permanent record is his/her personnel jacket kept in the Personnel Office.
2. Employees who receive written reprimands may attach written responses or rebuttals to the reprimand which shall also become part of the employee's official personnel file. Written reprimands are not subject to appeal.

5.01 GRIEVANCE PROCEDURES

The entire grievance procedure is listed in this document for convenience. The City does not waive any rights by listing.

I. Purpose of Section.

Grievance procedures for employees are provided herein to:

- A. Promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations;
- B. Afford employees individually or through a qualified employee organization a systematic means of obtaining further considerations of problems after every other reasonable effort has failed to resolve them through discussions;
- C. Provide that grievances shall be settled as near as possible to the point of origin; and
- D. Provide that grievances shall be heard and settled as informally as possible.

II. Definition and Matters Subject to Grievance Procedures.

A. A Grievance is Defined as Follows:

An alleged violation or improper application of the City or departmental rules and regulations and/or the current MOU, filed by one or more employees.

B. Matters Subject to Grievance Procedures.

Any City employee shall have the right to present a grievance concerning improper application of City or departmental rules, regulations, and/or current MOU for which appeal is not provided or is not prohibited under Chapter 10 of the City of Hanford Personnel Rules and Regulations.

III. Informal Grievance Procedure.

A. An employee should first attempt to resolve a grievance or complaint through discussion with his/her immediate supervisor no later than twenty (20) days after the employee knew or should have known of the occurrence of the incident which gave rise to the grievance. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate superior, if any. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision.

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

IV. Formal Grievance Procedure.

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

A. *Department Review.*

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

B. *City Manager Review.*

1. Upon receiving the grievance, the City Manager or his/her designated representative shall discuss the grievance with the employee, and the employee's

representative, if any, and with all other appropriate persons. The City Manager may designate a fact-finding committee or an officer not in the normal line of supervision to advise him/her concerning the grievance.

2. The City Manager shall render a decision in writing to the employee within twenty (20) calendar days after receiving the grievance. The decision of the City Manager shall be final.

V. Conduct of Grievance Procedure.

- A. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- B. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her grievance at any level of review.
- C. Employees shall be free from reprisal for using the grievance procedure.
- D. While employees are not discouraged from using the grievance procedure, attempts to resolve grievances at the informal stage is essential if the stated purpose of the procedure is to be met. Therefore, failure to follow the provisions as set forth in Section 5.01 (III) prior to advancing to the formal stage in 5.01 (IV) shall constitute grounds for the official rejection of the grievance.

6.01 SUBSTANCE ABUSE POLICY

The Firefighters shall be governed by the City's Substance Abuse Policy.

7.01 CONCLUSIVENESS

- I. Unless otherwise stated, the provisions expressly stated in this MOU may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the Firefighters and the City in a written and signed amendment to this agreement.
- II. The Firefighters and the City agree that during the negotiations which resulted in this MOU, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation.
- III. Therefore, during the term of this agreement, neither the City nor the Firefighters shall be obligated to meet and confer on any matter:
 - A. Whether or not specifically referred to in this MOU;
 - B. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations; or
 - C. Whether or not the matters were proposed and later withdrawn during negotiations.
- IV. However, in order to meet an emergent situation, the City may change a written policy affecting wages, hours and other terms and conditions of employment which is not specifically set forth in this MOU. The City shall notify the Firefighters of its intention to do so. If the Firefighters do

not respond within ten (10) calendar days from the date of mailing of such notification, the City shall assume that the Firefighters do not wish to meet and confer on the change in policy. In an emergency, the City retains the right to take such action immediately. The Firefighters will be offered the opportunity to meet and confer as soon as practicable.

7.02 ACCUMULATION/VESTING

Nothing contained in this MOU shall be interpreted as to imply or permit the accumulation or vesting of any written or unwritten employee right or privilege beyond the termination date of this MOU.

7.03 SAVINGS CLAUSE

If any article or section of this MOU or any addendum thereto shall be held to be invalid, such section or provision shall be immediately suspended and be of no force or effect. The parties shall meet and confer immediately thereafter for the purpose of arriving at a mutually satisfactory replacement for such section or provision. Invalidation of a part or portion of this MOU shall not invalidate any remaining portions unless those remaining portions were contingent upon the operations of the invalidated section.

7.04 TERM OF MEMORANDUM

Except where otherwise specifically stated, the provisions of this MOU shall be effective for the period of January 1, 2010, through and inclusive of December 31, 2011.

The provisions of this MOU shall not, however, take effect until ratified by both the City Council and the general membership of the Firefighters.

Agreed upon April __, 2010

FOR THE HANFORD FIREFIGHTERS:

David Rossman, President

Thomas Sharpe, Attorney for Firefighters

FOR THE CITY:

Gary Misenhimer, City Manager

Tim Ieronimo, Fire Chief

Mary Lindsay, Deputy City Manager

Tom Dibble, Finance Director

Robert M. Dowd, City Attorney

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 ON 2912 HOURS	APPROX 1 1/2 RATE	APPROX 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

City of HANFORD

CALIFORNIA 93230
CITY OFFICES 319 NORTH DOUTY STREET



MAYOR
DAN CHIN
VICEMAYOR
SUE SORENSEN
COUNCIL MEMBERS
DAVID G. AYERS
DAVE THOMAS
CATHERINE WILLIS
CITY MANAGER
GARY W. MISENHIMER

April 14, 2010

TO: City Manager/City Council
FROM: Deputy City Manager
SUBJECT: Memorandum of Understanding between the City of Hanford and the Hanford Firefighters (Fire Captains Unit).

RECOMMENDATION

That the City Council, by motion, approve the Memorandum of Understanding between the City of Hanford and the Hanford Firefighters, Local 3898, IAFF, (Fire Captains Unit) for the period beginning January 1, 2010 and terminating December 31, 2011.

DISCUSSION

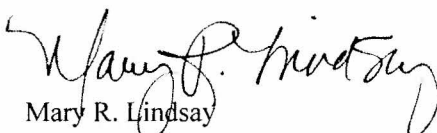
The management negotiating team and the fire captains bargaining unit employees have met and conferred and come to an agreement on a memorandum of understanding (MOU). The Fire Captains became represented via the collective bargaining process in May 2008. This memorandum of understanding reflects the first established MOU for this bargaining unit. Many of the provisions of the existing Policy of Administration which were applicable to the fire captains as management employees were incorporated into the memorandum of understanding. At our meeting held on January 12, 2010, the parties reached a tentative agreement for a two-year contract.

The major provision for Council's approval in the newly established MOU is implementation of a duty schedule change from to a 48/96 work schedule for a trial period of one year effective July 2010.

In addition, the parties have agreed to modify the department general orders related to staffing deployment on an engine and vacation usage.

It is respectfully recommended that the City Council approve the two-year memorandum of understanding with the fire captains unit employees.

Respectfully submitted,


Mary R. Lindsay
Deputy City Manager

Memorandum of Understanding

between

City of Hanford

and

Hanford Firefighters
Local 3898, IAFF
(Fire Captains Unit)

January 1, 2010 – December 31, 2011

MEMORANDUM OF UNDERSTANDING CONCERNING WAGES, HOURS AND OTHER TERMS
AND CONDITIONS OF EMPLOYMENT BETWEEN THE CITY OF HANFORD AND THE
HANFORD FIRE CAPTAINS, LOCAL 3898, IAFF EFFECTIVE JANUARY 1, 2010 THROUGH
DECEMBER 31, 2011.

<u>SECTION</u>	<u>TITLE</u>
1.01	PREAMBLE
1.02	RECOGNITION
1.03	PURPOSE
1.04	NONDISCRIMINATION
1.05	CITY RIGHTS
1.06	MAINTENANCE OF OPERATIONS
2.01	WAGES
2.02	STANDARD WORK PERIODS
2.03	OVERTIME
2.04	HOLIDAYS
2.05	VACATION
2.06	SICK LEAVE
2.07	BEREAVEMENT LEAVE
2.08	TUITION REIMBURSEMENT
2.09	MILEAGE REIMBURSEMENT
2.10	UNIFORM ALLOWANCE
2.11	LINEN REPLACEMENT POLICY
2.12	HEALTH INSURANCE
2.13	SMOKING POLICY
2.14	EDUCATIONAL INCENTIVE PAY
2.15	RETIREMENT
2.16	DUES DEDUCTION
2.17	BILINGUAL PAY
2.18	IMMUNIZATIONS
2.19	DEFERRED COMPENSATION
2.20	CLASS ATTENDANCE
2.21	STATE DISABILITY LEAVE AND PAID FAMILY LEAVE
2.22	PREGNANCY LEAVE
2.23	FAMILY AND MEDICAL LEAVE ACT
2.24	JURY DUTY
2.25	SURVIVOR DEATH BENEFIT
2.26	MANAGEMENT CAFETERIA PLAN
2.27	PER DIEM
3.01	LAYOFF PROCEDURES
4.01	DISCIPLINARY ACTION
5.01	GRIEVANCE PROCEDURES
6.01	SUBSTANCE ABUSE POLICY
7.01	CONCLUSIVENESS
7.02	ACCUMULATION/VESTING
7.03	SAVINGS CLAUSE
7.04	TERM OF MEMORANDUM

1.01 PREAMBLE

The following constitutes a Memorandum of Understanding ("MOU") between the City of Hanford ("City") and the Hanford Fire Captains Local 3898, IAFF ("Fire Captain's Unit") as a result of meeting and conferring in good faith concerning wages, hours, and other terms and conditions of employment, pursuant to Government Code Section 3500 et seq., and the City's Employer-Employee Relations Policy, Hanford Personnel Rules and Regulations, Chapter 12.

1.02 RECOGNITION

Under the terms of Chapter 12 of the Merit System Rules and Regulations, the City formally recognizes the Fire Captain's Unit as the exclusive recognized employee organization for Fire Captains of the City of Hanford.

1.03 PURPOSE

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

1.04 NONDISCRIMINATION

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

1.05 CITY RIGHTS

- I. Nothing in this agreement shall restrict or obstruct the inherent or legal rights of the City as they relate to its general legislative process. These rights include, but are not limited to:
 - A. Determining the goals, objectives and mission of the City departments, offices, committees or commissions;
 - B. Establishing the standard of selecting City personnel;
 - C. Implementing and executing standards of continued employment with the City;
 - D. Identifying the work to be performed and allocating such work to City personnel;
 - E. Directing its personnel and administering discipline;
 - F. Relieving its personnel from duty;
 - G. Undertaking all necessary actions during emergencies;

- H. Discharging, suspending, demoting, reducing in pay, reprimanding, withholding salary increases and benefits, or otherwise disciplining employees subject to the requirements of the MOU and the city rules and regulations;
- I. Laying-off employees; or
- J. Directing employees, including scheduling and assigning work, work hours and overtime.

1.06 MAINTENANCE OF OPERATIONS

The Fire Captain's Unit agrees, for the term of this MOU, neither the Fire Captain's Unit, nor its agents, will cause, authorize, or engage in a strike against the City, a work stoppage, slow down, picketing or concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, or comply with a request of another labor organization or bargaining unit to engage in such activities. This is not to mean that the Fire Captain's Unit, collectively or individually, waives any rights as to protection of personal safety as they may pertain to refusal to cross the picket line of another public employee's organization on strike, or to informational picketing by employees on their own time.

2.01 WAGES

Fire Captains are eligible to receive MBO pay in accordance with the Policy of Administration for Management and Confidential employees described in Section 2.02, Pay for Performance.

2.02 STANDARD WORK PERIOD

- I. A duty shift will be a period of twenty-four (24) consecutive hours, starting at 0800 hours one day and continuing to 0800 hours the next day. Every day of the year is considered a normal duty shift except Thanksgiving and Christmas as defined in Section 2.04, Holidays.
 - A. Fire shift personnel will work a 56-hour workweek, three (3) platoon basis. The duty schedule shall include nine (9) 24-hour shifts on a twenty-seven (27) day cycle following three (3) patterns of on, off, on, off, on, off, off, off, off, per cycle.
 - B. Fire shift personnel's hourly rates of pay will be based on two thousand, nine-hundred and twelve (2,912) hours per year.
- II. Effective with the start of the FLSA cycle in July 2010, the City agrees to implement the 48/96 work schedule for a period of one year.
 - A. A duty shift will be a period of twenty-four (24) consecutive hours, starting at 0800 hours one day and continuing to 0800 hours the next day. Every day of the year is considered a normal duty shift except Thanksgiving and Christmas as defined in Section 2.04, Holidays.
 - B. Effective the first FLSA cycle in July 2010, the duty schedule shall change to a 48/96 schedule. The duty schedule shall change to the 48/96 shift pattern system in which employees work two (2) consecutive twenty-four (24) hour shifts for a total of forty-eight (48) hours, and have ninety-six (96) consecutive hours off.

1. A typical work schedule, where "X" represents a workday and "O" represents a day off, is as follows: XXXXXXXXXXOOO and so on.
- C. During the term of this agreement the City shall have the unilateral right, without further meeting and conferring, to revert to the work schedule described in Part I above. In the event the City elects to exercise this right it shall give the union and bargaining unit employees sixty (60) days notice prior to the effective date of the change.
- D. Fire shift personnel's hourly rates of pay will be based on two thousand, nine-hundred and twelve (2,912) hours per year.

2.03 OVERTIME

I. Administration.

It is the policy of the City that overtime work is to be kept to the minimum consistent with protection of life, property, and the efficient operation of the departments and activities of the City and that overtime be compensated by time off wherever practicable. All work requiring any employee to work overtime must be approved by the Department Head or his/her designated representative prior to the work being performed, with the exception of emergency situations.

- A. Overtime shall start at the time an employee reaches the place where he/she is directed to report and shall continue until he/she is released or the work is completed whichever is the earlier.
- B. In case of disaster, state of extreme emergency or local peril, the overtime procedures herein established shall not be in effect, and compensation procedures will be determined by the City at the time of the emergency, taking into consideration such conditions.

II. Compensation.

- A. Employees shall receive overtime compensation for hours worked in excess of the duty shift period of twenty-four (24) hours with no hourly minimum or for hours worked when called back to duty from their off duty hours with a one (1) hour minimum guarantee at time and one-half (T1/2) their regular hourly rate or time and one-half (T1/2) compensatory time off, at the discretion of the Department Head.
- B. Effective with implementation of the 48/96 work schedule, employees shall receive overtime compensation for hours worked in excess of two consecutive duty shifts (48 hours total) with no hourly minimum or for hours worked when called back to duty from their off duty hours with a one (1) hours minimum guarantee at time and one-half (T1/2) their regular hourly rate or time and one-half (T1/2) compensatory time off, at the discretion of the Department Head.
- C. In the event compensatory time off is used as the method of compensation for overtime, the time off will be taken within the fiscal year in which the overtime has been worked. In the event the employee is denied this provision, he/she will be compensated for such

time at the applicable rate of pay. Exceptions to this procedure will be made only upon written authorization of the City Manager.

III. Training.

- A. Employees who attend training programs, meetings, lectures and similar activities outside their regular working hours shall receive overtime compensation if the training meets all of the following criteria:
1. Training is approved and required by the employee's Department Head;
 2. Training is directly related to the employee's present job; and
 3. The training could not be obtained during the employee's regular working hours.

2.04 **HOLIDAYS**

I. Holiday In-Lieu Pay.

- A. Fire Captains shall receive one-hundred and thirty three (133) hours pay at straight time in-lieu of any holiday time off. Two (2) equal payments will be made annually: (1) the first payday following December 1st; and (2) the first payday following June 1st. Pro-rated adjustments based on time in service will be made for employees entering or leaving fire shift work. The City shall modify its work schedule in order that actual scheduled work shall not exceed four (4) hours on Thanksgiving and Christmas.
- B. Regular employees leaving municipal service shall be paid for accrued hours in lieu of holidays at termination. Payments for accrued hours in lieu of holidays shall be at the employee's then-current rate of pay.

2.05 **VACATION**

I. Eligibility.

- A. Fire Captains shall complete six (6) months continuous service before using accrued vacation leave. Employees shall not work for the City during their vacation. Employees whose scheduled vacations are interrupted or postponed due to industrial injury shall be rescheduled after such injured employee has returned to duty. No vacation previously scheduled shall be lost due to an employee exceeding the vacation accrual during an industrial injury leave.

II. Accrual.

- A. Vacation will accrue and be credited every two (2) weeks for continuous service performed in pay status:
1. From zero (0) through five (5) years:
122 hours annually
 2. From six (6) through ten (10) years:
184 hours annually

3. From eleven (11) through fifteen (15) years:
192 hours annually

4. Sixteen (16) or more years:
240 hours annually

III. Limits of Accrual.

Accrued vacation hours may not exceed twice the employee's annual rate of accrual.

IV. Compensation at Termination.

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

2.06 SICK LEAVE

I. Administration.

- A. Sick leave shall not be considered as a right which an employee may use at his/her own discretion, but shall be granted only upon the recommendation of the Department Head. The Department Head will only allow sick leave to be used in case of necessity and actual personal illness or disability, medical or dental treatment or in case of emergency illness in the immediate family. Immediate family shall mean spouse, parent, child, brother, or sister.
- B. Employees may use up to three and a half (3.50) shifts, up to 84-hour hours, of their accumulated sick leave per fiscal year for doctor and dentist appointments and to provide care, due to illness/injury, of any member within their immediate family. Emergency illness in the immediate family shall be defined to mean such illnesses as requiring treatment by a licensed physician. In addition, a close relative residing in the household of the employee shall qualify for the purpose of this section.
- C. The Department Head may require employees on sick leave to remain off duty until released to full duty by the City physician. In the case of pregnancy, the release to full duty shall be provided by the employee's physician if she does not wish to consult the City's physician.

II. Eligibility.

- A. Regular and probationary employees shall be eligible to accrue sick leave at the rate of 6.46 hours every two weeks. Employees are not eligible to use accrued sick leave until the completion of six (6) months continuous service.
- B. In order to be eligible to use sick leave the employee shall notify the duty chief/shift captain, as determined by the Fire Chief, at least one hour prior to the shift change.

- C. The employee may be required by his/her Department Head to file a physician's certificate stating the cause of absence or attesting to the employee's ability to resume work.
- D. Sick leave will not be granted for illness occurring during any leave of absence other than sick leave, with these exceptions:
 - 1. An illness or injury occurring while on vacation leave may be covered by sick leave when such illness or injury causes the employee to be hospitalized.
 - 2. Employees who are on vacation at the time of a death in the immediate family shall be entitled to substitute sick leave for vacation time, consistent with the existing bereavement leave policy. The total period of absence from City employment (vacation and sick leave) shall not be extended beyond that time initially approved for vacation without specific City approval. Unused vacation shall be retained by the affected employee in accordance with the existing vacation policy.

III. Deduction.

Sick leave balances shall be reduced by the actual time ~~not~~ worked to the nearest one-tenth (1/10) of an hour. Absence for illness/medical treatments may ~~not be~~ charged to sick leave not already accumulated.

IV. Forfeiture upon Termination.

Employees leaving the municipal service shall forfeit, and will not be compensated for, accumulated ~~sick leave~~.

V. Accumulation.

Accrued sick leave may be accumulated without limit.

VI. Application of Unused Sick Leave to Retirement Benefits.

Upon retirement, under the Public Employees Retirement System, qualifying employees may apply unused sick leave as provided under Section 20862.8 of the Government Code.

2.07 BEREAVEMENT LEAVE

Up to two (2) shifts of sick leave, a total of ten (10) calendar days including days off, may be granted an eligible employee by the Department Head in the event of death in the employee's family. For the purpose of this section only, the employee's family shall mean the spouse, parent, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, grandchildren or a relative residing in the household of the employee. Requests for sick leave in excess of two (2) shifts for bereavement are subject to the approval of the City Manager.

2.08 TUITION REIMBURSEMENT

Pursuant to Administrative Regulation 1.13 regular City employees are eligible to receive tuition reimbursement up to \$700 per fiscal year for educational purposes.

2.09 MILEAGE REIMBURSEMENT

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

2.10 UNIFORM ALLOWANCE

- I. New personnel shall be paid an initial uniform allowance equivalent to the uniform allowance in effect for a regular employee for the appropriate uniform for the first year of employment within one (1) month of the date of hire. 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.
- II. Regular employees shall receive a uniform allowance of \$750 per fiscal year paid the first full pay period in July. The employee shall have the responsibility of being properly uniformed and equipped.

2.11 LINEN REPLACEMENT

Employees shall furnish their own linen including pillow, pillow case, top and bottom sheets, bath towel and washcloth. The City shall furnish a mattress pad, a blanket, and a bedspread for each bed.

2.12 HEALTH INSURANCE

The City shall pay up to fifty percent (50%) of the total premium of the HMO health insurance for all employees and their dependents who elect to take our group health plan. The City shall also pay fifty percent (50%) of the total premium for all employees and their dependents who elect to participate in our dental and life insurance program.

2.13 SMOKING POLICY

Any person hired by the City of Hanford after January 1, 1987, to provide fire suppression/prevention services in a sworn capacity, as a condition of employment, shall refrain from using tobacco either on or off duty during his or her tenure of employment.

2.14 EDUCATIONAL INCENTIVE PAY

- I. Employees who have reached Step "D" in their salary range shall be eligible to receive the following Education Incentive Payment:
 - A. For completion of thirty (30) college units, fifteen of which must be in Fire Science: \$150.00.
 - B. For completion of an Associate or Bachelor Degree in Fire Science, Business Administration, Public Administration or as approved by the City: \$40.00 per month.

- C. Any employee who receives a certified Fire Officer Certificate from the State Board of Fire Services shall receive \$75.00 per month effective the first full pay period after the City receives the certificate.

2.15 RETIREMENT

The City shall provide the CalPERS retirement formula of 3% @ 55. The City shall pay the employees nine percent (9.0%) share of the retirement.

2.16 DUES DEDUCTION

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

2.17 BILINGUAL PAY

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

2.18 IMMUNIZATIONS

The City will provide the immunization series for hepatitis "B" and tuberculosis testing to all employees.

2.19 DEFERRED COMPENSATION

- I. Employees within the bargaining unit are eligible to receive matched employer contributions for deferred compensation as defined below.
- II. Individuals enrolled in the deferred compensation plan may contribute the maximum allowed under deferred compensation regulations. The matched employer contributions will be based on the schedule listed in section "V" below and will be made from the first year that contributions begin, up to and including the sixth year in the program and continuing after the sixth year. To remain eligible for continued employer contributions, once enrolled in the program, employees must contribute the minimum level of matching contributions.
- III. A declaration of intent to enroll in the program or modify contribution levels must be filed no later than December 15th before the next year of the program, with the enrollment or modification effective the first full pay period in January of the following year.
- IV. This program shall be considered a working condition from inception and thereafter. An employee may choose to enroll at any time subject to the enrollment clause specified above. The initial employer match shall be \$25.00 per pay period. It shall take a minimum of six (6) years to reach the maximum matched employer contribution of \$150.00, as described below in section "V."

- A. For example, an employee may decide to enroll in 1996. When the employee contributes \$25.00 per pay period, the City (employer) will match the contribution by \$25.00 per pay period. If the employee remains enrolled a second year (1997) and contributes \$50.00 per pay period, the City (employer) will match the contribution by \$50.00 per pay period. If the employee chooses to leave his/her contribution at \$50.00 in the third year (1998), fourth year (1999) and fifth year (2000), the City (employer) will continue to match the \$50.00 contribution. If the employee decides in the sixth year (2001) to increase the amount deferred to \$75.00 per pay period, the City (employer) will match \$75.00 per pay period. If in the seventh year (2002) the employee chooses to not participate in the program by ending his/her contribution, employer contributions will cease and the employee will no longer be eligible for matched employer contributions for the term of his/her employment. 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.
- V. The matched employer contributions shall be in \$25.00 increments as follows:
- A. Year One of Participation
Employee contributes \$25.00 per pay period.
City will match \$25.00 per pay period.
- B. Year Two of Participation
Employee contributes \$50.00 per pay period.
City will match \$50.00 per pay period.
- C. Year Three of Participation
Employee contributes \$75.00 per pay period.
City will match \$75.00 per pay period.
- D. Year Four of Participation
Employee contributes \$100.00 per pay period.
City will match \$100.00 per pay period.
- E. Year Five of Participation
Employee contributes \$125.00 per pay period.
City will match \$125.00 per pay period.
- F. Year Six of Participation
Employee contributes \$150.00 per pay period.
City will match \$150.00 per pay period.

2.20 CLASS ATTENDANCE

- I. With the approval of the Chief Officer, employees may attend local educational courses provided their response posture is maintained. All other classes attended shall be approved by the Fire Chief and shall not reduce the maximum daily staffing by more than one person.
- II. The department shall maintain a policy related to class attendance while on-duty.

2.21 STATE DISABILITY LEAVE AND PAID FAMILY LEAVE

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

2.22 PREGNANCY LEAVE

The City provides pregnancy disability leave consistent with state law.

2.23 FAMILY AND MEDICAL LEAVE ACT

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

2.24 JURY DUTY

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

2.25 SURVIVOR DEATH BENEFIT

The City shall use the Indexed Level of Survivor Death Benefits in accordance with State law and CalPERS rules and regulations.

2.26 MANAGEMENT CAFETERIA PLAN

Fire Captains are eligible to participate in the Management Cafeteria Pay plan. This plan provides three percent (3.0%) of total annual Management Compensation for implementation of a Cafeteria Type plan. Non-exempt Fire Captains shall receive an equivalent benefit equal to three percent (3%) of total annual base salary. This amount shall be reduced by paid overtime or compensatory time earned or taken throughout the calendar year. Final payments due will be made by pay period #26 of each calendar year. Under no circumstances shall accrued compensatory time be carried over to a new calendar year.

2.27 PER DIEM

The City shall reimburse Fire Captains Fifty Dollars (\$50.00) per day when overnight travel is required; Twenty-Five Dollars (\$25.00) per day for travel days; and, a daily commuter allowance of Ten Dollars (\$10.00) per day. Food receipts will not be required for the per diem or commuter allowance.

3.01 LAYOFF PROCEDURES

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

II. Seniority List.

The Personnel Officer shall establish seniority lists based on employee length of service. Such lists shall be established on a departmental basis.

III. Seniority Score Computation.

- A. Total seniority credits shall be counted from the initial date of hire under any type of appointment, as long as there has been no break in service; otherwise total seniority credits shall be counted from the first day of employment following the last break in service. Prior lay-off does not constitute a break in service.
- B. One point of seniority credit shall be counted for each qualifying month of service. For other than full-time employment, 160 hours worked shall be equivalent to one month of service and seniority credit shall be given upon the completion of each 160 hours worked.
- C. Authorized leave of absences without pay shall not be considered breaks in service, but shall not count toward seniority credit.
- D. No matter what the class, the service credits will be calculated the same. There will be no preference for special classes.
- E. When two or more employees have the same total seniority score, the tie shall be broken and preference given: first to the employee with the greatest seniority in the class in which lay-off is being made, then the employee with the greatest seniority in the department of lay-off, finally the employee whose name is drawn by lot by the Personnel Officer.

IV. Order of Separation.

- A. Separation (lay-off) of employees shall be in the order in which their names appear on the seniority list for the affected class, with those persons having the least seniority credit being the first separated, except as provided in 3.10(IV)(C).
- B. Employees in the same class shall be separated during a reduction in force (lay-off) according to the type of appointment under which they serve, in the following sequence: First part-time, then probationary, and finally permanent.
- C. The lay-off of employees in grant funded positions shall be guided by pertinent regulations set forth in the grant contract. If a grant does not provide guidelines for lay-off, then the lay-off of employees occupying all grant funded positions shall be determined by the availability of the grant funds, except that such employees may be

displaced by qualified probationary or permanent employees in the same department who are scheduled for lay-off and who have a greater number of seniority credits.

V. Voluntary Demotion in Lieu of Lay-off.

An employee scheduled to be laid off may voluntarily demote to a lower class when the lower class has similar duties, responsibilities and requirements as designated by the Personnel Officer, providing the total seniority credits of the demoting employee exceed the total seniority credits of the employee in the lower class. Employees may also demote to any previously held position wherein their performance had been judged to be satisfactory, so long as their seniority credit exceeds that of the person occupying that position. To be considered for voluntary demotion in lieu of lay-off, an employee must notify the Personnel Officer in writing of this election no later than seven calendar days after receiving notice of lay-off.

VI. Re-Employment Lists - By Class.

The Personnel Officer shall establish a re-employment list, which will be valid for two (2) years from the date of employee lay-off and shall pertain to each class in which a lay-off occurs. Such lists shall contain the names of permanent employees who were laid off or demoted in lieu of lay-off from that class. Names shall be placed on the re-employment list in the order of total seniority, with the highest seniority being first on the list. Any remaining benefits at the time of lay-off shall be restored upon rehire.

VII. Department Re-Employment Lists.

A re-employment list shall be established for each department in which a lay-off occurs. Such lists shall be prepared in accordance to the procedures set forth in 3.01(VI). Appointment shall be made from the highest available eligible on the department re-employment list, who has expressed a willingness to accept re-employment. An employee's name shall be removed from the re-employment list if said employee fails to reply to an offer of employment within ten (10) calendar days after receipt of such offer or, failing to report for work after acceptance.

VIII. City Re-Employment List.

A re-employment list shall also be established on a city-wide basis. In the absence of a department re-employment list, the city-wide list shall be used to fill vacancies under these procedures. Individual names shall be removed from the City list if such individual rejects or fails to reply to an offer for re-employment within ten (10) calendar days after receipt of the offer or to report for work after acceptance. Employees appointed from a City re-employment list may be required to serve a new probationary period. Any employee laid off for a period of six (6) months or longer will be required to meet City medical standards.

IX. Lay-Off of Probationary Appointments as a Result of Promotion.

If an employee with permanent status is promoted and a lay-off occurs during the probationary period and such employee is scheduled to be laid off, the employee shall be entitled to return to the former position. If a lay-off occurs in the position (class) to which the employee returned, the procedures established in this Section shall apply and shall be followed.

4.01 DISCIPLINARY ACTION

- I. Definition - As used, “disciplinary action” shall mean reduction in salary, demotion, suspension or discharge.
- II. Causes for Disciplinary Action – Causes for disciplinary action against any employee may include, but shall not be limited to, the following:
 - A. Fraud in securing appointment;
 - B. Inexcusable neglect of duty;
 - C. Insubordination;
 - D. Dishonesty;
 - E. Drunkenness on duty;
 - F. Intemperance;
 - G. Unlawful use, sale or possession of narcotics or habit forming drugs;
 - H. Absence without leave;
 - I. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
 - J. Immorality;
 - K. Discourteous treatment of the public or other employees;
 - L. Improper political activity as defined by State Law;
 - M. Willful violation of safety, endangering property and persons;
 - N. Misuse of City property;
 - O. Violation of any of the provisions of these working Rules and Regulations, or departmental Rules and Regulations;
 - P. Other failure of good behavior either during or outside of duty hours which is of such a nature that causes discredit to the City;
 - Q. Refusal to take or subscribe to any oath or affirmation which is required by law in connection with his/her employment;
 - R. Persons by Whom Disciplinary Action May Be Taken: Notice, Service, Contents – The City Manager or any Department Head may take disciplinary action against an employee under his/her control for one or more of the causes for discipline specified in this Section by notifying the employee in writing of the proposed discipline.

- III. Disciplinary action against regular employees is valid in the absence of an emergency affecting the public safety and welfare as determined by the City only if a written notice is served on the employee and filed with the Personnel Office not later than ten (10) calendar days prior to the date of the proposed action. The notice shall be served upon the employee personally and shall include:
- A. A statement of the nature of the disciplinary action;
 - B. The effective date of the corrective action;
 - C. A statement of the causes therefor;
 - D. A statement in ordinary and concise language of the act or omissions upon which the causes are based;
 - E. A statement advising the employee that copies of files and records bearing on the matter are available to the employee;
 - F. A statement advising the employee of his/her right to respond, either orally or in writing, to the authority taking the action.
- IV. Right to Respond – Any regular employee shall have the right to respond, either orally or in writing, to the authority imposing disciplinary action and have the response considered prior to the discipline being imposed. Such a response must be made within ten (10) calendar days after receipt of the written notice of the proposed disciplinary action. Failure to respond within such period constitutes a waiver of the right to respond; however, a failure to respond shall not affect the employee's right to appeal the disciplinary action as provided in Section E. After reviewing the employee's response, the Department Head shall notify the employee in writing of his decision to dismiss, modify or impose the proposed discipline.
- V. Right of Appeal – Any regular employee shall have the right of appeal to the City Manager from any disciplinary action taken by his/her Department Head under Section C. Such appeal must be filed in writing with the City Manager within five (5) calendar days of the date of service of notice of disciplinary action. Failure to file an appeal within such period constitutes a waiver of right of appeal. The City Manager shall cause such appeal to be investigated and shall conduct a hearing as provided below.
- VI. Hearing
- A. The City Manager shall conduct an evidentiary hearing on an appeal filed in accordance with Section E within twenty (20) days after receipt thereof. The City Manager may continue the hearing either for the convenience of the City or upon written application of the appellant for a period not to exceed an additional twenty (20) days from the receipt of the appeal. Written notice of the time and of the hearing, and any continuance thereof, shall be given to the appellant. Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code, except that the appellant and other persons may be examined as provided in Section 19580 of said Government Code and the parties may submit all proper and competent evidence against or in support of the causes. The hearing shall be closed except to necessary parties unless the employee requests in writing that the hearing be open to the general public.

- B. If the City Manager took the initial action, the employee and the City shall jointly pick a Hearing Officer to hear the appeal within five (5) calendar days of the filing of the appeal.
- C. If the parties are unable to agree on a Hearing Officer, the employee and the City shall, no later than the next work day, jointly request a list of names of five (5) neutrals for the California State Conciliation Service. Within five (5) calendar days after receiving the list of neutrals, the employee and the city shall select a Hearing Officer from that list by alternately striking names from the list. The first option to strike shall be determined by lot. The cost of the services of the Hearing Officer shall be borne by the losing party.
- D. The Hearing shall be held within twenty (20) calendar days of the selection of the Hearing Officer. The Hearing Officer may continue the hearing either for the convenience of the City or upon written application of the appellant, for a period not to exceed an additional twenty (20) calendar days from date of the scheduled hearing. Written notice of the time and place of the hearing, and any continuance thereof, shall be provided the appellant. Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code, except that the appellant and other persons may be examined as provided in Section 19580 of said Government Code and the parties may submit all proper and competent evidence against or in support of the causes.
- E. The hearing shall be closed except to necessary parties unless the employee requests, in writing, that the hearing be open to the general public.
- F. The decision of the City Manager or Hearing Officer shall be rendered in writing within fifteen (15) calendar days of the hearing and shall be final and conclusive. A copy of such decision shall be forwarded to the employee. If the disciplinary action taken against the employee is reversed or modified, the employee may be compensated, in whole or in part for the time lost as determined by the deciding body.
- G. Representation – the appellant may appear in person or be represented by Counsel.
- H. Notices to Witnesses; Cost – The City Manager shall cause subpoenas for the appearances of witnesses for the appellant upon their written request and at the appellant's cost. The City Manager may require such cost to be prepaid and the same shall be limited to the fee mileage of witnesses as set forth in Sections 11510, 68093, 68097 of the Government Code.
- I. Failure of Employee To Appear At Hearing – Failure of the appellant to appear at the hearing shall be deemed a withdrawal of his/her appeal and action of the City Manager or Department Head shall be final.
- J. Failure to Directly Serve Employee – In the event that any notice required by the provisions of this Section to be served upon the employee personally cannot be affected by reasons of the employee being unavailable for such personal service, such notice may be served upon said employee by certified mail, postage prepaid, and deposited in the United States Mail. Such notice shall be effective and constitutes receipt by the employee upon the deposit in the United States Post Office.

K. Effect of Certain Disciplinary Actions

1. Reduction in salary. Employee is placed at a lower salary step within current range due to disciplinary reasons.
2. Demotion. Employee is moved from one class to another class having a lower maximum rate of pay.
3. Suspension. Employees suspended from the municipal service shall forfeit all rights, privileges and salary while on such suspension with the exception of Group Health and Life Insurance benefits.
4. Discharge. Employees terminated shall be paid salary, vacation or paid days in lieu of holidays accumulated to the effective date of termination as specified in this document.

L. Releasing of Information Relative To Disciplinary Action – In the interest of preventing undue embarrassment and subsequent loss of ability to perform City work effectively, the following policy will prevail regarding release of information to the news media on personnel actions:

1. No information will be release without prior approval of the City manager;
2. No information will be released until final action has been determined and taken;
3. Even after final disposition of the matter, no details will be released other than the exact nature of the action taken;
4. The foregoing personnel procedures are sanctioned under the Ralph M. Brown Act and related laws. The Attorney General's opinions interpreting Government Code Section 54957 are as follows:
 - a. "The purpose of Section 54957 is to protect individual public employees and officers from unfavorable publicity, and to permit private inquiry into the employee's activities, or investigation of charges against such employees."

M. Actions Not Subject to this section:

1. Oral reprimand. Employees receiving an oral reprimand may have it noted in their departmental record by the Department Head.
2. Written reprimand. Employees receiving a written reprimand shall have a copy of the reprimand filed in their permanent record for future reference. Each employee's permanent record is his/her personnel jacket kept in the Personnel Office, except that certain records of Police Department employees may be maintained in the departmental personnel file.

3. Employees who receive written reprimands may attach responses or rebuttals to the reprimand which shall also become part of the employee's official personnel file.
4. The provisions of this section shall not apply to reductions in force or reductions in pay which are part of a general plan to reduce or adjust salaries and wages.

5.01 GRIEVANCE PROCEDURES

The entire grievance procedure is listed in this document for convenience. The City does not waive any rights by listing.

I. Purpose of Section.

Grievance procedures for employees are provided herein to:

- A. Promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations;
- B. Afford employees individually or through a qualified employee organization a systematic means of obtaining further considerations of problems after every other reasonable effort has failed to resolve them through discussions;
- C. Provide that grievances shall be settled as near as possible to the point of origin; and
- D. Provide that grievances shall be heard and settled as informally as possible.

II. Definition and Matters Subject to Grievance Procedures.

A. *A Grievance is Defined as Follows:*

An alleged violation or improper application of the City or departmental rules and regulations and/or the current MOU, filed by one or more employees.

B. *Matters Subject to Grievance Procedures.*

Any City employee shall have the right to present a grievance concerning improper application of City or departmental rules, regulations, and/or current MOU for which appeal is not provided or is not prohibited under Chapter 10 of the City of Hanford Personnel Rules and Regulations.

III. Informal Grievance Procedure.

- A. An employee should first attempt to resolve a grievance or complaint through discussion with his/her immediate supervisor no later than twenty (20) days after the employee knew or should have known of the occurrence of the incident which gave rise to the grievance. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate superior, if any. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision.

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

IV. Formal Grievance Procedure.

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

A. *Department Review.*

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

B. *City Manager Review.*

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

V. Conduct of Grievance Procedure.

- A. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- B. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her grievance at any level of review.
- C. Employees shall be free from reprisal for using the grievance procedure.
- D. While employees are not discouraged from using the grievance procedure, attempts to resolve grievances at the informal stage is essential if the stated purpose of the procedure is to be met. Therefore, failure to follow the provisions as set forth in Section 5.01 (III) prior to advancing to the formal stage in 5.01 (IV) shall constitute grounds for the official rejection of the grievance.

6.01 SUBSTANCE ABUSE POLICY

The Fire Captain's Unit shall be governed by the City's Substance Abuse Policy.

7.01 CONCLUSIVENESS

- I. Unless otherwise stated, the provisions expressly stated in this MOU may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the Fire Captain's Unit and the City in a written and signed amendment to this agreement.
- II. The Fire Captain's Unit and the City agree that during the negotiations which resulted in this MOU, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation.
- III. Therefore, during the term of this agreement, neither the City nor the Fire Captain's Unit shall be obligated to meet and confer on any matter:
 - A. Whether or not specifically referred to in this MOU;
 - B. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations; or
 - C. Whether or not the matters were proposed and later withdrawn during negotiations.
- IV. However, in order to meet an emergent situation, the City may change a written policy affecting wages, hours and other terms and conditions of employment which is not specifically set forth in this MOU. The City shall notify the Fire Captain's Unit of its intention to do so. If the Fire Captain's Unit does not respond within ten (10) calendar days from the date of mailing of such notification, the City shall assume that the Fire Captain's Unit does not wish to meet and confer on the change in policy. In an emergency, the City retains the right to take such action immediately. The Fire Captain's Unit will be offered the opportunity to meet and confer as soon as practicable.

7.02 ACCUMULATION/VESTING

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

7.03 SAVINGS CLAUSE

If any article or section of this MOU or any addendum thereto shall be held to be invalid, such section or provision shall be immediately suspended and be of no force or effect. The parties shall meet and confer immediately thereafter for the purpose of arriving at a mutually satisfactory replacement for such section or provision. Invalidity of a part or portion of this MOU shall not invalidate any remaining portions unless those remaining portions were contingent upon the operations of the invalidated section.

7.04 TERM OF MEMORANDUM

Except where otherwise specifically stated, the provisions of this MOU shall be effective for the period of January 1, 2010, through and inclusive of December 31, 2011.

The provisions of this MOU shall not, however, take effect until ratified by both the City Council and the general membership of the Fire Captain's Unit.

Agreed upon April ___, 2010

FOR THE HANFORD FIRE CAPTAIN'S UNIT:

FOR THE CITY:

Gary Misenhimer, City Manager

Mary Lindsay, Deputy City Manager

Tom Dibble, City Finance Director

Tim Ieronimo, Fire Chief

Thomas Sharpe, Attorney for the Fire
Captains Unit

Robert Dowd, City Attorney