

AGENDA
NEWMAN CITY COUNCIL, SPECIAL MEETING
JULY 8, 2008
6:30 P.M.
CITY HALL CONFERENCE ROOM
1162 MAIN STREET

1. Call To Order.
2. Roll Call.
3. Items From The Public.
4. Adjourn To Closed Session
 - a. Conference With Labor Negotiator - Management And Confidential Employees - G.C. 54957.6
 - b. Public Employee Personnel Evaluation (City Manager) G.C. 54957.
 - c. Return To Regular Session.
5. Adjournment.

AGENDA
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING OF JULY 8, 2008
CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET

1. Call To Order.
2. Pledge Of Allegiance.
3. Invocation.
4. Roll Call.
5. Declaration Of Conflicts Of Interest.
6. Ceremonial Matters.
 - a. Update On The Blueprint Process By Lark Downs Of StanCOG
7. Items from the Public - Non-Agenda Items.
8. Consent Calendar
 - a. Waive All Readings Of Ordinances And Resolutions Except By Title.
 - b. Approval Of Warrants.
 - c. Approval Of Minutes Of The June 24, 2008 Regular Meeting.
9. Public Hearings
 - a. Adopt Resolution No. 2008- , A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.
10. Regular Business
 - a. Adopt Resolution No. 2008- , A Resolution Approving A Joint Powers Agreement For Stanislaus Drug Enforcement Agency.

- b. Adopt Resolution No. 2008- , A Resolution Approving Increases To Existing Police Department Service Fees.
- c. Designation Of Voting Delegate And Alternate Voting Delegate For League Of California Cities Annual Conference.
- d. Report On Agreement With The Westside Niners.
- e. Report On Assembly Bill 2716.
- f. Adopt Resolution No. 2008- , A Resolution Approving Task G For The Downtown Plaza Project And Authorize The City Manager To Execute A Contract For Services.

11. Items From The City Manager And Staff.

12. Items From City Council Members.

13. Adjournment.

Calendar of Events

July 8 - City Council - 7:00 P.M.

July 9 - Baseball Board Meeting - 7:00 P.M.

July 10 - Recreation Commission - 7:00 P.M.

July 10 - San Joaquin Valley Blueprint Process Town Hall Meeting - L. J. Newman Memorial Building- 6:30 P.M. To 9:00 P.M.

July 17 - Planning Commission - 7:00 P.M.

July 14 - The First Day To Secure And File Election Nomination Papers - 8:00 A.M. To 5:00 P.M.

July 21 - Orestimba Flood Control - 2:00 P.M.

July 26 - Veterans Administration Meeting - 10:00 A.M. To 2:00 P.M.

July 22 - Downtown Plaza Committee Meeting - 3:00 P.M.

July 22 - City Council - 7:00 P.M.

August 8 - The Last Day To Secure And File Election Nomination Papers - 8 A.M. To 5 P.M.

August 11 - NCLUSD Board Meeting - 7:15 P.M.

August 12 - City Council - 7:00 P.M..

August 13 - The Last Day To Secure And File Election Nomination Papers In The Event The Current Officeholder Did Not File Nomination Papers - 8 A.M. To 5 P.M.

August 13 - Baseball Board Meeting - 7:00 P.M.

August 14 - Recreation Commission - 7:00 P.M.

August 21 - Planning Commission - 7:00 P.M.

August 26 - City Council - 7:00 P.M.

CITY OF NEWMAN
 CASH DISBURSEMENTS REPORT

Chk #	Check Date	CK Amount	Vendor Name	Description
034270	06/20/08	170.00	NEWMAN ROTARY	MEMBERSHIP DUES/INITIATION FEE/MCGILL
034271	06/23/08	75.00	MERCED COUNTY SHERIFF'S DEPT	11550 H&S SCHOOL COURSE REBIST/MARRIOTT/COOKSEY/FL
034272	06/23/08	40.00	JOHN MARRIOTT (NT)	PER DIEM/11550 H&S COURSE/MARRIOTT
034273	06/23/08	40.00	JEREMY COOKSEY (NT)	PER DIEM/11550 H&S COURSE/COOKSEY
034274	06/23/08	40.00	JOSQUIN FLORES (NT)	PER DIEM/11550 H&S COURSE/J. FLORES
034275	07/03/08	.00		VOIDED CHECK
034276	07/03/08	.00		VOIDED CHECK
034277	07/03/08	.00		VOIDED CHECK
034278	07/03/08	.00		VOIDED CHECK
034279	07/03/08	.00		VOIDED CHECK
034280	07/03/08	.00		VOIDED CHECK
034281	07/03/08	.00		VOIDED CHECK
034282	07/03/08	.00		VOIDED CHECK
034283	07/03/08	619.25	ABBOTT & KINDERMANN, LLP	PROFESSIONAL SERVICES/MATTOS/MAY 2008
034283	07/03/08	2121.49	ABBOTT & KINDERMANN, LLP	PROFESSIONAL SERVICES/RDA-DRISKELL AVE
034284	07/03/08	143.96	AT&T	EMERGENCY LINE/PD/06/07/08 TO 07/06/08
034285	07/03/08	438.96	AT&T/MCI	TELEPHONE SERVICE 6/1/08 TO 6/30/08
034286	07/03/08	1932.75	AVID TRAFFIC SUPPLIES	WHITE AND YELLOW TRAFFIC PAINT/GLASS BEADS/STREETS
034287	07/03/08	320.00	BAY ALARM	RLCTD CPU TO BASEMENT/MUSEUM
034288	07/03/08	48699.81	BERTOLOTTI DISPOSAL	GARBAGE SERVICE/JUNE 2008
034289	07/03/08	1395.77	BERTOLOTTI DISPOSAL	LANDFILL FEES/JUNE 2008
034290	07/03/08	195.00	BORGE'S GLASS & MIRROR	INSTALL WINDSHIELD IN PATROL CAR/PD
034290	07/03/08	3564.00	BORGE'S GLASS & MIRROR	PO #08-99

Ck #	Check Date	CK Amount	Vendor Name	Description
034291	07/03/08	17143.66	BOYLE ENGINEERING CORPORATION	GENERAL PLUMB/LOT LINE ADJ--DRISKELL/10" WATERLINE
034292	07/03/08	1750.00	BUSH,ACKLEY,MILICH,HALLIN	LEGAL SERVICE RETAINER/JUNE 2008/HALLINAN
034293	07/03/08	634.37	BUSINESS CARD	MEALS/SUPPLIES/FRAME/SPACEMAKER/7-HOLE PUNCH/PD
034294	07/03/08	148.50	VICTOR CAMPOS	SECURITY SERVICES/FUN RUN/VICTOR CAMPOS
034295	07/03/08	2327.00	CODE PUBLISHING COMPANY	CITY CODE SUPPLEMENT UPDATE/NEW PAGES
034296	07/03/08	1610.63	CONCINNITY, INC	PO08-95 CYPHONIX DC10 WITH 25 USERS
034297	07/03/08	778.38	CORBIN WILLITS SYS, INC.	SERVICE AND ENHANCEMENT FEE/JULY 2008
034298	07/03/08	174.00	CVS SYSTEMS, INC	12 US FLAGS
034299	07/03/08	60.00	DEPART OF HEALTH SERVICES	GRADE 2 WATER TREATMENT CERTIFICATION/MILLAN
034300	07/03/08	47.98	ECONOMIC TIRE SHOP	TIRE REPAIR/INER TUBE/WWTP
034301	07/03/08	6406.50	ECO:LOGIC, INC	PROGRESS BILL 13/NEWMAN STORAGE BASIN DESIGN
034302	07/03/08	13002.00	EMC PLANNING GROUP, INC	SOUZA INDUSTRIAL SUB CEGA/MARCH 2008
034303	07/03/08	1800.00	ENVIRO SIGNS, LTD	BALANCE ON 3 RECYCLED PLASTIC PARK SIGNS
034304	07/03/08	44.95	FIRELOWIRE, INC	WEB HOSTING 6/17/08 TO7/17/08/EMAIL 7/18-7/18/09
034305	07/03/08	341.88	FITNESS FINDERS, INC	SUPPLIES FOR FIT KIDS SUMMER PROGRAM
034306	07/03/08	25.00	FLEX ONE/AFLAC	UNREIMBURSED MEDICAL EXPENSE REIMB/JUNE 2008
034307	07/03/08	500.00	GEORGE SOUZA FARMS, INC	LOT DISCING AT HILL PROPERTY/PRINCE ROAD/L STREET
034308	07/03/08	283.27	GOLDEN STATE IRRIGATION	GLOVES/ELBOWS/COUPLERS/PRIMER/MISC PARK SUPPLIES
034309	07/03/08	1327.50	HOGG, FENTON, JONES & APPEL, I	PROFESSIONAL SERVICES/MAY 2008
034310	07/03/08	200.00	WILLIAM HURST (NT)	REFUND MEMORIAL BLDG DEPOSIT/HURST
034311	07/03/08	68.49	DON HUTCHINS (NT)	REIMBURSE SUPPLIES/PD/D. HUTCHINS
034312	07/03/08	3900.00	JOE'S LANDSCAPING &	WEED AND JUNK ABATEMENT/7 PROPERTIES
034312	07/03/08	8280.00	JOE'S LANDSCAPING &	LIGHTING & LANDSCAPE SERVICES/JUNE 2008

Chk #	Check Date	Chk Amount	Vendor Name	Description
034313	07/03/08	159.35	JORGENSEN & COMPANY	FIRE EXTING HYDRO TESTING/RECHARGE/CORP YARD
034314	07/03/08	87.00	LAW ENFORCEMENT SYST., INC	500 PROPERTY OWNER DOOR HANGERS/PD
034315	07/03/08	117.55	MIKE MAIER (NT)	MILEAGE & PARKING REIMB/LEAGUE ADMIN SERV MTG/MAIE
034316	07/03/08	816.27	MALLARD EXPRESS AUTO	WATER PUMP/BELTS/THERMOSTAT HOUSING/OIL CHANGE
034317	07/03/08	52029.00	MID CAL PIPELINE & UTILITIES,	PROGRESS PAY #1 FOR PLAZA WATERLINE REPLACEMENT
034318	07/03/08	1980.52	NBS	ADMIN FEES 7/1/08 TO 9/30/08 LIGHTING & LANDSCAPE
034319	07/03/08	87.08	STEPHANIE OCASIO (NT)	MILEAGE REIMB/CAL TRANS/RECORD EASEMENT MTG
034320	07/03/08	.00	VOIDED CHECK	
034321	07/03/08	50024.50	P G & E	GAS/ELECTRIC USAGE 5/6/08 TO 6/17/08
034322	07/03/08	19.93	PIONEER DRUG	SUPPLIES FOR WATER DEPT
034323	07/03/08	71.54	POWERS ELECTRIC PROD. CO.	2 CASES BRASS ELECTRODES
034324	07/03/08	151.01	SAFE-T-LITE	REFACED 6 STOP SIGNS
034324	07/03/08	895.89	SAFE-T-LITE	PO #08-94
034325	07/03/08	1399.45	SELF HELP ENTERPRISES	NEWMAN ADMIN LOAN SERVICING/MAY 2008
034326	07/03/08	109.08	SONYA SILVA (NT)	REIMBURSE MILEAGE/REVENUE & TAXATION MTG/SILVA
034327	07/03/08	444.63	STAPLES CREDIT PLAN	PAPER/TONER/BUDGET COVERS/PENS/BINDER CLIPS
034328	07/03/08	129.62	T.H.E. OFFICE CITY	PHONE CORD/PUSHPINS/COVERS/RIBBONS/BINDERS/TAPE
034329	07/03/08	117.00	UNDERGRND SERV ALERT, INC	78 BILLABLE UNDERGROUND SERVICE ALERTS
034330	07/03/08	214.11	USA BLUEBOOK	RAINTITE DUPLEX COVER/NEMA ENCLOSURE/WATER LABOON
034331	07/03/08	27.33	VALLEY PARTS SERVICE	BK TESTER/NW BUTT CONN/PD
034331	07/03/08	31.76	VALLEY PARTS SERVICE	BK LOCKING FOR 1993 FORD & 2000 CHEVY
034332	07/03/08	1173.50	WESTERN FARM SERVICE, INC	30 GALS GLY STAR/WWTP

Sub-Total:

230736.22

Date: 01/20/08
Time: 11:11 am
Run by: EMILY M. FARIA

CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

Page: 4
List: NEW1
Group: PYCPDP

Ck # Check Date CK Amount Vendor Name Description

Grn-Total: 230736.22
Count: 68

MINUTES
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING OF JUNE 24, 2008
CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET

1. **Call To Order**- Mayor Fantazia 7:02 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** - Council Member Kelly.
4. **Roll Call PRESENT:** Kelly, Crinklaw, Martina and Mayor Fantazia
ABSENT: Katen (Excused)
5. **Declaration Of Conflicts Of Interest**- None.
6. **Ceremonial Matters.**

- a. Recognize C.S.O. Lopez's Transition To Police Recruit.

Chief McGill Recognized Edgar Lopez's Transition From A Community Service Officer To A Police Recruit. McGill Mentioned That Lopez Would Be Entering The Police Academy At The Beginning Of July. McGill Explained That Lopez Would Be Attending The Academy For A Period Of Six Months. He Thanked Edgar For His Last Year Of Service And Wished Him Luck At The Academy.

7. **Items from the Public - Non-Agenda Items** -None.

8. **Consent Calendar**

- a. Waive All Readings Of Ordinances And Resolutions Except By Title.
- b. Approval Of Warrants.
- c. Approval Of Minutes Of The May22, 2008 Special Meeting, The June 10, 2008 Special Meeting And The June 10, 2008 Regular Meeting.

ACTION: On Motion By Crinklaw Seconded By Martina And Unanimously Carried, The Consent Calendar Was Approved.

9. **Public Hearings**

- a. Adopt Resolution No. 2008-35, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

Mayor Fantazia Opened The Public Hearing At 7:07 P.M.

There Being No Public Comment The Hearing Was Declared Closed At 7:08 P.M.

ACTION: On Motion By Martina Seconded By Kelly And Unanimously Carried, Resolution No. 2008-35, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4, Was Adopted.

- b. Adopt Resolution No. 2008-36, A Resolution Approving The Annual Final Engineer's Report and Resolution No. 2008-37, A Resolution Ordering The Levy And Collection Of Assessments For The City Of Newman Landscape And Lighting Maintenance District Zones 1 - 15, Fiscal Year 2008-09.

Mayor Fantazia Opened The Public Hearing At 7:10 P.M.

There Being No Public Comment The Hearing Was Declared Closed At 7:11 P.M.

ACTION: On Motion By Kelly Seconded By Crinklaw And Unanimously Carried, Resolution No. 2008-36, A Resolution Approving The Annual Final Engineer's Report and Resolution No. 2008-37, A Resolution Ordering The Levy And Collection Of Assessments For The City Of Newman Landscape And Lighting Maintenance District Zones 1 - 15, Fiscal Year 2008-09 Were Adopted.

- c. Accept The Water System Master Plan.

Mayor Fantazia Opened The Public Hearing At 7:12 P.M.

There Being No Public Comment The Hearing Was Declared Closed At 7:13 P.M.

ACTION: On Motion By Martina Seconded By Crinklaw And Unanimously Carried, The Council Accepted The Water System Master Plan.

10. Regular Business

- a. Report On Wastewater Treatment And Disposal Master Plan.

Tiffany Knapp, Eco:Logic, Presented And Reviewed The Wastewater Treatment And Disposal Master Plan, Provided Analysis Of The System, And Recommendations For The Future.

ACTION: No Action Was Taken.

- b. Accept Proposal From Boyle Engineering For Engineering Services For Street Repairs.

ACTION: On Motion By Martina Seconded By Crinklaw And Unanimously Carried, The Council Accepted The Proposal From Boyle Engineering For Engineering Services For Street Repairs.

- c. Adopt Resolution No. 2008-38, A Resolution Approving The City Of Turlock/Stanslaus County HOME Consortium Federal Fiscal Year 2009 And 2010 Agreement

ACTION: On Motion By Kelly Seconded By Martina And Unanimously Carried, Resolution No. 2008-38, A Resolution Approving The City Of Turlock/Stanslaus County HOME Consortium Federal Fiscal Year 2009 And 2010 Agreement

- d. Adopt Resolution No. 2008-39, A Resolution Approving The Agreement Designating Newman As A Sub-Recipient Of HOME Funds Fiscal Year 2008-2009.

ACTION: On Motion By Kelly Seconded By Martina And Unanimously Carried, Resolution No. 2008-39, A Resolution Approving The Agreement Designating Newman As A Sub-Recipient Of HOME Funds Fiscal Year 2008-2009.

- e. Authorize The Police Chief To Execute Agreement For Police Lieutenant Contract Services.

ACTION: On Motion By Crinklaw Seconded By Kelly And Unanimously Carried, The Council Authorized The Police Chief To Execute Agreement For Police Lieutenant Contract Services.

- f. Adopt Resolution No. 2008- 40, A Resolution Approving The 2008 Countywide Transportation Financial Expenditure Plan.

Carlos Yamzon, Senior Planner With StanCOG, Gave A Brief Review Of The Countywide Transportation Financial Plan.

ACTION: On Motion By Kelly Seconded By Martina And Unanimously Carried, Resolution No. 2008-40, A Resolution Approving The 2008 Countywide Transportation Financial Expenditure Plan.

11. Items From The City Manager And Staff.

City Manager Holland Reminded The Council About The League Of California Cities Annual Conference. Holland Mentioned That The City Of Newman Is Working With The City Of Patterson To Start Using The Same Fire Department Software. Holland Also Reminded The Council That The Next Downtown Plaza Meeting Would Be July 1st At 3:30 P.M. He Also Commented That The Wastewater Storage Basin Is Ready But That The Regional Water Quality Control Board Is Still Holding The Project Up.

Chief McGill Told The Council That He is Excited To Offer Live Scan Services Starting July 1st. McGill Also Mentioned That The Review Of The Cost Recovery Fees And The Police Department Policies Have Been Consuming A Lot Of Administrative Time.

Public Works Director Garza Informed The Council That The Plaza Water Line Is Installed And Almost Finished And That City Would Be Ready To Move Forward With The Rule 20 Project. Garza Also Told The Council That We Are Ready To Advertise For The Sidewalk Infill Project.

12. Items From City Council Members.

Council Member Crinklaw Asked If There Was Any Way We Can Support The Library And Help Them Keep Open An Additional Day Per Week. Crinklaw Also Mentioned That There Was A Cut In The Base Unit Rate During The Water Rate Increase And Would Like To Address That Base Rate Issue During Next Year's Budget.

Council Member Kelly Questioned If The Girls Softball Banner Was In The Making. Kelly Also Mentioned That There Was Graffiti In The Ranchwood Subdivision Near Bush Rose Park.

Mayor Fantazia Reminded Everyone About The Western Themed Chamber Of Commerce Dinner Dance And The John T. Silveira Award On Aug 9th.

13. Adjourn To Closed Session 8:29 P.M.

- a. Conference With Labor Negotiator – All Bargaining Groups- G.C. 54957.6
- b. Return To Open Session 8:57 P.M.

ACTION: On Motion By Crinklaw Seconded By Kelly And Unanimously Carried, Resolution No. 2008-41, A Resolution Ratifying Memorandum Of Understanding Between The City Of Newman And Operating Engineers Local Union #3 (Police Officers, Corporal And Sergeants) Was Approved.

14. Adjournment.

ACTION: On Motion By Kelly Seconded By Martina And Unanimously Carried, The Meeting Was Adjourned At 9:00 P.M.

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **9.a.**
City Council Meeting
of July 8, 2008

REPORT ON NUISANCE ABATEMENT

RECOMMENDATION:

Adopt Resolution No. 2008-XX, Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

BACKGROUND:

Abatement notices for property maintenance were sent to several properties in accordance with Ordinance 95-4, Chapter 2, Title 8-2-3.

ANALYSIS:

This notice informs property owners of all nuisance abatement procedures, option and their right to object at a public hearing. It is anticipated that many property owners will comply with the abatement notices prior to the hearing date. A final compliance survey will be done on Tuesday, July 8, 2008. A list of properties that have not complied with the abatement notice will be handed out at the council meeting prior to the public hearing.

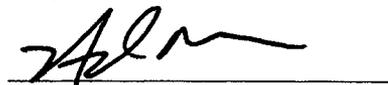
FISCAL IMPACT:

None

CONCLUSION:

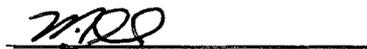
This staff report is submitted for City Council consideration and possible future action.

Respectfully submitted,



Adam McGill
Chief of Police

REVIEWED/CONCUR:



Michael E. Holland
City Manager

**City of Newman
July 8, 2008 Abatement List**

Location		APN	Owner Information	Mailing Address	Violation	Notice Sent
817	Foxglove Court	128-021-006	Cynthia & Robert Cawthon	817 Foxglove Court, Newman, CA 95360	Misc. Items , junk, and debris scattered throughout driveway of property. Sections of wooden fencing missing on side and front yard.	6/12/2008
1308	Stephens Avenue	026-044-008	Guadalupe Silva	1308 Stephens Avenue, Newman, CA 95360	Tall grass and weeds throughout front and backyard of property. Clothing, junk, and other misc. items in carport. Part of backyard fence has fallen over.	6/19/2008
1626	Sandy Creek Drive	026-058-016	Gerardo Ulloa	1626 Sandy Creek Drive, Newman, CA 95360	Tall grass and weeds throughout front and backyard of property. Trash, junk, debris, and other misc. items located throuhgout backyard.	6/19/2008
819	Hagerman Peak Drive	026-063-017	Kenneth Tan	819 Hagerman Peak Drive, Newman, CA 95360	Tall grass, weeds, and trash located throughout front and backyard of property.	6/19/2008
1668	Great Basin Drive	026-065-018	Countrywide Bank FSB C/O Recontrust CO	1757 Tapo Canyon Road. SVW-88, Simi Valley, CA 93063	Tall grass and weeds throughout front and backyard of property.	6/19/2008
1664	Great Basin Drive	026-065-019	Che & Raquel M. Moreno	1664 Great Basin Drive, Newman, CA 95360	Tall grass and weeds throughout front and backyard of property.	6/19/2008
718	Lee Avenue	026-040-023	HSBC Bank USA C/O Ocwen Loan Servicing LLC	1675 Palm Beach Lakes, West Palm Beach, FL 33401	Tall grass throughout front yard of property and part of backyard fence has fallen over	6/19/2008

RESOLUTION NO. 2008-

**A RESOLUTION DECLARING THE EXISTENCE OF A PUBLIC NUISANCE UNDER
ORDINANCE NO. 95-4**

WHEREAS, the Chief of Police has reported a nuisance as outlined in Section 8-2-2 of the Newman Municipal Code located and existing upon property in the City of Newman in violation of Ordinance No. 95-4 of the City of Newman, a description of said property being attached hereto and made a part of this resolution by this reference; and,

WHEREAS, the Chief of Police caused notice to be mailed to the respective owners of the subject properties as in said Ordinance provided, said notice giving notice to abate said nuisance and setting a time and place for hearing objections to the proposed abatement; and,

WHEREAS, said hearing was held on July 8, 2008 at 7:00 p.m., as in said notice provided; and,

WHEREAS, no objections to the proposed abatement were received at said hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman that said City Council of the City of Newman finds that a condition exists with regard to the properties in said City which is dangerous to life, limb and property, and to the public health, safety and morals, in that weeds, rubbish, dirt and rank growth are growing, located and existing upon said property in violation of the provisions of Ordinance No. 95-4 of the City of Newman, which endangers and may injure neighboring property and endangers and injures the welfare of residents in the vicinity of said property, and which is a fire hazard; that a description of said properties is attached hereto and made a part of this resolution by this reference.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8th day of July 2008 by Council Member _____, who moved its adoption, which motion was duly seconded and it was upon roll call vote adopted.

AYES:
NOES:
ABSENT:

ATTEST:

APPROVED:

Deputy City Clerk

Mayor

Honorable Mayor and Members
of the Newman City Council

APPROVE JOINT POWERS AGREEMENT FOR STANISLAUS DRUG ENFORCEMENT AGENCY

RECOMMENDATION:

Staff recommends the City Council Adopt Resolution No. 2008-XX, approving the attached JPA and continue participation in the Stanislaus Drug Enforcement Agency.

BACKGROUND:

The Police Department has participated in a JPA for Stanislaus Drug Enforcement Agency for many years. Recently the written JPA was updated to better document the existing practices of SDEA and the governing board. The significant change to the JPA calls for the termination of the change of leadership between the Sheriff's Department and Modesto Police Department every five years. The Sheriff's Department and Modesto Police Department use to swap leadership of the Law Enforcement Academy and SDEA every five years. The new agreement between the two agencies is the Sheriff's Department will maintain permanent control over the academy and Modesto Police Department will maintain operational control of SDEA. The only other changes to the JPA were minor text changes that did not change the existing agreement or practice. The City of Newman will remain an active governing board member and will continue to be represented by the Police Chief.

ANALYSIS:

The approval of this JPA does not change the City of Newman's financial contribution or membership association. The new JPA is only being updated to reflect the operational leadership and financial control authority to the Modesto Police Department. The City Attorney and City Manager has reviewed and approved the JPA. The nine other City Councils and Board of Supervisors are in the process of approving the same SDEA JPA. At this time we believe all of the recommended modifications have occurred and each jurisdiction is satisfied with the final JPA.

FISCAL IMPACT:

There is no change to the City's financial contribution to SDEA. Our contribution for FY 08/09 will remain eleven thousand one hundred dollars (\$11,100.00). This amount is determined by a long standing population based formula that exists in the former JPA as well as the new JPA. Staff is satisfied with the formula and does not recommend any change.

ATTACHMENTS:

SDEA JP

CONCLUSION:

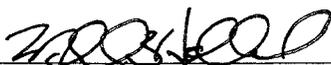
This staff report is submitted for City Council consideration and action. Staff recommends adoption of Resolution No. 2008- _____, a resolution approving a Joint Powers Agreement for Stanislaus Drug Enforcement Agency.

Respectfully submitted,



Adam McGill
Chief of Police

REVIEWED/CONCUR:



Michael Holland
City Manager

STANISLAUS DRUG ENFORCEMENT AGENCY

JOINT POWERS AGREEMENT

Res: _____

THIS JOINT POWERS AGREEMENT is made with reference to the following facts:

- A. Each party hereto is empowered by law to provide police protection to its residents.
- B. Each party desires strict enforcement of drug control laws in its jurisdiction.
- C. Each party recognizes interjurisdictional cooperation is essential for the effective control of dangerous drugs in Stanislaus County.
- D. Each party desires to establish an agency to maintain a fully operational and specially trained police unit to assist each of the parties to this agreement in enforcing drug control and other laws, and to study, plan, and set priorities for effective enforcement of such laws throughout Stanislaus County.
- E. The parties, pursuant to the provisions of California Government Code Sections 6500 et seq., are authorized to enter into this Joint Powers Agreement so as to create a separate public entity to enforce the drug control laws of the State of California; and
- F. The parties desire to replace the Joint Powers Agreement between them, which became effective on September 15, 1999.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the parties hereto as follows:

1. **Administering Agency**

There is hereby created the Stanislaus Drug Enforcement Agency (hereafter "SDEA") to administer the drug enforcement unit (hereafter "Unit") and to carry out the purposes

of this agreement. For such purposes, pursuant to Government Code Section 6508, SDEA shall have the authority, in its own name, to do any or all of the following: to make and enter contracts; to employ agents and employees; to acquire, construct, manage, maintain or operate any building, works, or improvement, or to acquire, hold or dispose of property; to incur debts, liabilities or obligations within the limitations provided by paragraph 6H of this agreement, and to perform any other act necessary for the purposes hereof.

2. **Term**

The initial term of this agreement shall commence on _____, and shall continue in full force until _____, and shall automatically renew from year to year thereafter unless the term is amended in writing or the agreement is terminated as herein provided. A party may terminate its participation in this agreement by giving written notice of its intention to do so to all other parties at least thirty (30) calendar days prior to the end of any term. This agreement may be terminated at any time by mutual agreement of all parties hereto.

3. **Additional Parties**

Cities located within Stanislaus County, which are not parties to this agreement, may participate in this agreement by giving written notice of their election to become a SDEA participating agency to the SDEA governing body at least thirty (30) calendar days prior to January 1 or July 1 of any year. A City's election to become a participating member is subject to the approval of the SDEA governing body. Once the City's election to become a SDEA participating agency is approved by the SDEA governing body, the City shall immediately, upon approval, become an SDEA participating agency and be subject to the terms and conditions of the Stanislaus Drug Enforcement Agency Joint Powers Agreement then in effect.

4. **Governing Body**

The governing body of SDEA shall be a committee comprised of the Sheriff of Stanislaus County, the District Attorney of Stanislaus County, the Chief Probation Officer of Stanislaus County and the Chief of Police of each participating City. Each member of the governing committee may appoint from his/her office an alternate member, and such alternate member is authorized to exercise the powers and duties of the regular member and to act at a meeting of the governing committee when the primary member is absent. The Sheriff of Stanislaus County shall be the Chairperson of the committee, but in the absence of the Chairperson or his/her alternate, the committee shall elect a temporary Chairperson from that meeting from among the committee members present. Decisions by the committee shall require an affirmative vote of a simple majority, consisting of one half the members plus one, of the parties to this agreement, with the Chairperson being permitted to cast his vote in the same manner as any other member.

5. **Officers**

The officers of SDEA shall consist of a secretary from the Stanislaus County Sheriff's Department or the Modesto Police Department; the Treasurer of the agency shall be the Director of Finance of the City of Modesto, who serves as the city treasurer; and the Purchasing agent of SDEA shall be the Purchasing Manager of the City of Modesto. The County of Stanislaus and the City of Modesto agree that the performance of duties under this agreement by officers of the County or City, who are covered by bond, shall be an official duty of the County or City so that the bond shall cover such officers when they are performing duties for SDEA. The attorney for all civil matters regarding the SDEA shall be the City Attorney of the City of Modesto, provided that the attorney for SDEA may call upon the County Counsel of the County

of Stanislaus or the City Attorney of any party to this agreement for assistance. The Police Chief of the City of Modesto shall be the Director of Operations for the SDEA and shall be responsible for the day-to-day operation of the Unit in accordance with guidelines and policies set forth by the governing committee.

6. **Funding**

A. Annual contributions by each participating agency shall be calculated based upon the percentage of the member agency's total population multiplied by the total budgeted operating amount to determine each participating agency's contribution for that year. For the purposes of the calculation, the population of the County of Stanislaus shall be the population of only the unincorporated territory of the County. The calculation shall be done using the most recent population figures available from State of California Department of Finance population statistics.

B. Personnel costs for the positions identified in Paragraph 13, shall be funded by the City or County employing the positions, for calculating any additional contribution.

C. The annual budget of SDEA shall be reviewed and approved by each participating agency on an annual basis.

D. Each participating agency shall make a cash contribution to SDEA on the first day of each quarter which begin on the following dates, July 1, October 1, January 1, and April 1, of each year. Each member agency shall pay an amount equal to 25 percent of its annual contribution for that year. Any party contributing services of one of its employees as a regularly assigned member of the SDEA unit, pursuant to paragraph 13 of this agreement shall be entitled to deduct in advance of its annual contribution the value of such in-kind contribution from its quarterly cash contribution. The cost of all other services, supplies, or equipment furnished by

one of the parties hereto shall be claimed pursuant to paragraph 8 of this agreement. The final determination of the value of such services, supplies, or equipment or of any in-kind contribution claimed by a party hereto, shall be made by the governing committee.

E. For the purposes of this agreement, the term fiscal year shall mean the period from July 1 to and including the following June 30.

F. Subject to the provisions of this agreement and any applicable law, the Director of Finance of the City of Modesto, shall receive, have custody of, and disburse agency funds pursuant to the procedures prescribed by paragraph 7 of this agreement.

G. A preliminary annual budget shall be adopted by the governing committee prior to May 1 for the next following fiscal year, which shall commence on the first day of July. The Director of Operations of the SDEA unit shall mail a copy of the annual budget to each party within ten (10) business days after the budget is adopted.

H. The governing committee and every other official or employee of SDEA shall be limited in the making of expenditures and in incurring liabilities to the amount of the appropriations allowed by the budget as adopted pursuant to subparagraph G of this paragraph. Except as otherwise provided by law, liabilities incurred in excess of any budget appropriation shall not be a liability of SDEA and payments shall not be issued to cover such liabilities. Pursuant to Section 6508.1 of the California Government Code, the debts, liabilities and obligations of SDEA shall be those of SDEA and not of the parties to this agreement.

7. **Records and Accounts**

A. SDEA shall be strictly accountable for all funds.

B. The governing committee of SDEA shall cause to be kept proper books or records and accounts in which a complete and detailed entry shall be made of all of its

transactions including all receipts and disbursements. Said books or records and accounts shall be kept in accordance with State law and the rules and regulations of the State Controller and as required by the Director of Finance of the City of Modesto. Said books shall be subject to inspection at any reasonable time by the duly authorized representatives of each of the parties to this agreement.

C. The governing committee of SDEA shall cause to be prepared an annual financial and operational report, including a report of all receipts and disbursements of funds, which shall be available at the office of the Clerk of SDEA, and a copy thereof shall be delivered to each party to this agreement. The report shall be filed within sixty (60) days of the close of each fiscal year following the issuance of a final audit report.

8. **Claims**

All claims against SDEA including but not limited to claims by public entities or public officers and employees for fees, salaries, wages, mileage, in-kind contributions or other expenses, shall be within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures approved by the Director of Finance of the City of Modesto, and established by the governing committee of SDEA pursuant to Chapter 5 (commencing with section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code.

9. **Processing Claims**

A. The processing of all claims for payment to third parties shall be performed in accordance with the existing policies and procedures enacted by the City of Modesto. Said policies and procedures shall include those applicable to the purchasing function of the City of Modesto.

10. **Liability**

Liability insurance to provide coverage for personal injury including death and property damage for SDEA at this time is not available. None of the parties to this agreement waive any of the privileges and immunities set forth in California Government Code Section 6513. The County of Stanislaus, City of Modesto, City of Ceres, City of Oakdale, City of Turlock, City of Hughson, City of Patterson, City of Waterford, the City of Newman and the City of Riverbank agree to the following:

It shall be the sole responsibility of the County of Stanislaus and the City of Modesto in all personal injury and property damage claims to provide a defense for all such lawsuits to pay all costs, fees, and attorney fees associated with that defense, which said costs, fees, and expenses shall be shared equally between the City of Modesto and the County of Stanislaus. The County of Stanislaus and the City of Modesto shall hold harmless and indemnify all other parties to this agreement for each claim filed where the satisfaction of the liability does not exceed \$100,000.

For liability awards in excess of \$100,000, the parties agree to apportion each satisfaction of liability in proportion to the contribution formula of paragraph 6.

In the event that liability coverage becomes available in the future, the parties agree that the governing committee shall authorize the purchase of such liability coverage and payment by each member agency shall be in direct proportion to the annual contribution of each member as set forth in paragraph 6.

Workers' Compensation insurance shall not be provided by SDEA for member agency employees but shall be maintained by the employing jurisdiction.

11. **Investigation and Defense of Civil Liability**

The County Counsel for Stanislaus County and the City Attorney for the City of Modesto may actively participate, and all participating agencies shall provide cooperation in the investigation and defense of SDEA civil liability cases. The City Attorney for the City of Modesto shall investigate claims where the date of the alleged liability accrues on or after July 1, 2005 and arises out of the activities of SDEA, its agents and employees. All claims where the date of the alleged liability accrues before July 1, 2005, shall be investigated and defended by Stanislaus County and any liability arising therefrom shall be paid pursuant to the provisions as set forth in this Joint Powers Agreement.

The County Counsel for Stanislaus County and the City Attorney for the City of Modesto may actively participate and shall provide cooperation in the investigation and defense of SDEA civil liability cases.

In the event the County Counsel for Stanislaus County or the City Attorney's Office for the City of Modesto agree that a matter cannot or should not be handled by legal staff of the County Counsel for Stanislaus County or City Attorney for the City of Modesto, or that an independent investigator or attorney may be required to investigate and defend SDEA, all costs and expenses of such independent investigator or attorney shall be shared equally by the County of Stanislaus and the City of Modesto.

12. **Compromise and Settlement**

The Stanislaus County Counsel and/or the City Attorney for the City of Modesto shall provide legal representation for settlement and compromise of all civil claims and actions against SDEA. No settlement or compromise shall be entered into without consultation and acceptance by County Counsel and the City Attorney and approval, where required, by the Board of Supervisors and the City Council.

13. **Operational Unit**

The governing body shall create and maintain a drug enforcement unit staffed by qualified peace officers to carry out the purpose of this agreement. Each peace officer assigned to the unit shall be an officer regularly employed by one of the parties to this agreement. All proposed assignments of personnel to the unit shall be subject to prior approval of the governing committee and reassignments to the employing jurisdiction shall be made within thirty (30) days after notice by the governing committee requesting such action.

The position of Unit Commander of the Stanislaus Drug Enforcement Agency shall be a Lieutenant from the City of Modesto Police Department.

The Stanislaus County Sheriff's Department shall provide one unit supervisor. In addition to the unit commander, the City of Modesto Police Department shall provide one unit supervisor, through non-JPA funding. The unit supervisors will rotate in accordance with their respective agency's rotation policy.

Personnel assigned to the unit shall be equivalent to the following:

<u>Unit Title</u>	<u>Jurisdiction Job Title</u>
A. <u>County of Stanislaus</u>	
Unit Supervisor	Sergeant
Office Supervisor	Supervising Legal Clerk I or II
Drug Agent	Deputy Sheriff
Clerk	Legal Clerk IV
B. <u>City of Modesto</u>	
Unit Commander	Lieutenant
Unit Supervisor	Sergeant
Drug Agent	Police Officer
Drug Agent	Police Officer

14. **Disposition of Assets on Termination**

Consistent with Federal and State grant guidelines, any equipment, furniture or supplies already in possession and all property acquired by SDEA, including property coming to SDEA from the federally funded Drug Enforcement Unit, becomes the property of SDEA. So long as SDEA is in existence, the property continues to be assets of SDEA.

At the termination of SDEA, and after all SDEA liabilities to the non-participants have been paid, the assets of SDEA will be distributed as follows:

A. The cash fund balance of SDEA shall be returned to the respective parties of this agreement in the proportion to the contribution each party made to such fund for the fiscal year in which the dissolution of SDEA takes place.

B. In the event the SDEA ceases to operate, the remaining assets shall be distributed as follows:

It is intended that any equipment, furniture, or supplies including property coming to SDEA from the federally funded Drug Enforcement Unit, which can be identified as having been contributed by any party to this agreement without the party receiving an in-kind credit, therefore, shall be transferred to and become the property of the party contributing such equipment, furniture, or supplies. All other property of SDEA shall be converted to cash and distributed among the parties to this agreement, each party to receive the proportion that the amount of money contributed to the agency by such party bears to the total amount of money contributed to SDEA by all parties to this agreement. The governing committee may, in its discretion, sell property to one of the parties to this agreement in order to convert such property to cash.

Nothing in this section shall be construed as to allow any asset acquired with Federal or State grant monies from being disposed of or distributed in violation of the applicable grant guidelines.

15. The Joint Powers Agreement between the parties, which became effective September 15, 1999, is rescinded, save and except as set forth in paragraph 11 and 12 herein. This Joint Powers Agreement supersedes any previous documents entered into by SDEA and participating agencies.

16. The parties hereto, pursuant to resolution of their respective governing bodies, have caused this Joint Powers Agreement to be executed this _____ day of _____, 2008.

COUNTY OF STANISLAUS

By _____
Chief Executive Officer

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:

By _____
County Counsel

CITY OF CERES

By _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF MODESTO

By _____
City Manager

CITY OF OAKDALE

By _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF TURLOCK

By _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF HUGHSON

By _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF PATTERSON

By _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF WATERFORD

By _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF NEWMAN

By _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF RIVERBANK

By _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

RESOLUTION NO. 2008-

APPROVING JOINT POWERS AGREEMENT FOR STANISLAUS DRUG ENFORCEMENT AGENCY

WHEREAS, the City Manager of the City of Newman has recommended that the City Council approve Joint Powers Agreement (JPA) for Stanislaus Drug Enforcement Agency (SDEA) participation; and

WHEREAS, the City Council of the City of Newman has determined it would be beneficial to continue participation in the JPA with the SDEA; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman and in accordance with the recommendations of the City Manager the JPA for SDEA is approved; and

BE IT FURTHER RESOLVED, that the City Manager, the City Clerk and the City Attorney are directed to sign the Stanislaus Drug Enforcement Agency Joint Powers Agreement.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8th day of July 2008 by Council Member _____, who moved its adoption which motion was duly seconded and was upon roll call carried and the resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk of the City of Newman

Honorable Mayor and Members
of the Newman City Council

REPORT ON INCREASES TO EXISTING POLICE DEPARTMENT SERVICE FEES

RECOMMENDATION:

Staff recommends the City Council Adopt Resolution No. 2008-XX, approving an increase to the existing cost recovery service fees collected by the Police Department.

BACKGROUND:

The Police Department collects a variety of service fees for such items as copies of police reports, photographs, vehicle impounds, etc. These fees are authorized by law and based on a cost recovery concept. The fees collected are intended to reimburse the City for its costs of providing the original service to the customer. The Police Department's fees have not been adjusted since 2002. Since 2002 the industry standard for similar fees has increased as well as employee salaries and benefits.

ANALYSIS:

Staff considered the Department's current fees with the same fees at other Police Department's in our region. Many of our Department's fees were substantially less than the other departments. To determine the Department's actual costs staff carefully examined the time each service requires and used that time estimate multiplied by the employees' salary & benefits. The fees being requested reimburse the city's expenses only and are not for profit.

FISCAL IMPACT:

Revenues are expected to increase based on the higher fees. The exact amount of the revenue increase cannot be determined because of the fluid nature of police work. The Department does not currently have historical data to determine past statistics for each service. The Department is currently correcting this deficiency through some technology improvements. In the future, the Department will be able to provide accurate historical data that will allow the Department to make appropriate revenue estimates for these cost recovery service fees.

ATTACHMENTS:

Attachment A: List of Police Department services and the recommended cost recovery fees associated with those services.

CONCLUSION:

This staff report is submitted for City Council consideration and action. Staff recommends adoption of Resolution No. 2008- _____, a resolution approving an increase to existing fees for services provided by the Police Department.

Respectfully submitted,



Adam McGill
Chief of Police

REVIEWED/CONCUR:



Michael Holland
City Manager

RESOLUTION NO. 2008-

A RESOLUTION ADOPTING AN INCREASE TO SERVICE FEES FOR THE POLICE DEPARTMENT TO RECOVER THE COSTS ASSOCIATED WITH SPECIFIC SERVICES

WHEREAS, the City Council of the City of Newman is desirous of maintaining a sound fiscal condition; and

WHEREAS, the City Council has identified services (in Attachment "A") which are available upon demand by persons in the community; and

WHEREAS, the City Council has identified the costs associated with these services; and

WHEREAS, the City Council is desirous of recovering costs that are associated with these services (as identified in Attachment "A").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman that adoption of fees for specified services provided by the Police Department as listed in Attachment "A" be adopted.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8th day of July 2008 by Council Member _____, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk

Attachment "A"

**NEWMAN POLICE DEPARTMENT
SERVICE FEES**

<u>SERVICE</u>	<u>Cost Recovery Fee</u>
Animal Boarding	\$35 1st day/\$10 ea. Day after
Bycicle License	\$5
Finger Printing	\$10 per card
Fix It Ticket (Sign off)	non NPD citation \$10
Document Reproduction (Copies)	\$5 1st 10 copiees/\$.10 after
Copies-Traffic and Criminal Reports	\$15
Copies-Citations	\$15
Letters-Alcohol Beverage Control Board	\$25
Letters-VISA/Immigration	\$25
Permit-Alcohol in public places	\$25
Permit-Dance	\$25
Permit-Weapon,Concealed-Initial	\$100
Permit-Weapon,Concealed-Renewal	\$60
Photograph	\$6.50 for 1st/\$2 for ea. Additional
Vehicle-ID Number Verification	\$20
Vehicle-Impound Release	\$180
Vehicle-Repo Release	\$15

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.c.**
City Council Meeting
of July 8, 2008

**DESIGNATION OF VOTING DELEGATE AND ALTERNATE VOTING DELEGATE
FOR THE LEAGUE OF CALIFORNIA CITIES CONFERENCE**

RECOMMENDATION:

It is recommended that the City Council:

1. Designate a Voting Delegate and Alternate Voting Delegate for the League of California Cities 2008 Annual Conference

BACKGROUND:

The City of Newman will be represented at the 2008 League of California Cities Conference in September by Mayor Fantazia and Council Member Kelly.

ANALYSIS:

A Voting Delegate and Alternate are requested of each city that plans to be represented at the Conference. The voting representative will be issued a voting card for use at the Annual Business Meeting on Saturday, September 27, 2008. Both the Mayor and Council Members have been designated as the City's representative in the past.

FISCAL IMPACT:

There is no fiscal impact of this Council Action.

CONCLUSION:

This staff report is submitted for City Council consideration and action.

Respectfully submitted,



Mike Maier
Deputy City Clerk

REVIEWED/CONCUR:



Michael E. Holland
City Manager



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Annual Conference Voting Procedures 2008 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. We encourage voting delegates and alternates to sign in at the Voting Delegate Desk so that they may receive a special stamp on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates) and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is not either a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission will be limited to those individuals with a special stamp on their name badge identifying them as a voting delegate or alternate. If the city's voting delegate and alternates wish to sit together, all should sign in at the Voting Delegate desk and obtain the special stamps on their badges.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

Please review this memo carefully. New procedures were adopted in 2006 regarding designation of voting delegates and alternates and voting at the Annual Conference.

June 13, 2008

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 24-27, Long Beach**

The League's 2008 Annual Conference is scheduled for September 24-27 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting, scheduled for 8:30 a.m., September 27, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. In the event that the designated voting delegate is unable to serve in that capacity, your city may appoint up to two alternate voting delegates. In 2006, the ability to appoint up to two alternates was the result of approval of a League bylaws amendment that increased the number of voting delegate alternates from one to two.

Please complete the attached Voting Delegate form and return it to the League's office no later than September 5, so that voting delegate/alternates records may be established prior to the conference. At the conference, voting delegate forms may be returned to the Voting Delegate Desk located in the conference registration area.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. At least one must be present at the Business Meeting and in possession of voting card in order to cast a vote. Voting delegates and alternates

-more-

are requested to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegates Desk. This will enable them to receive the special stamps on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **New Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special stamp on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they should be sure to sign in at the Voting Delegate desk and obtain the special stamps on their badges.

The Voting Delegate desk in the conference registration area will be open September 24, 25 and 26, and prior to the Business Meeting on September 27. The conference registration area will open at 12:00 p.m., on September 24, at the Long Beach Convention Center. The Voting Delegate desk will also be open at the Business Meeting, but not during a roll call vote, should one be undertaken.

The voting procedures that will be used at the conference are attached to this memo. Please share it and this memo with your council and especially with the individuals your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by September 5. If you have questions, please call Mary McCullough at (916) 658-8247.

Attachments:

- 2008 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2008 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by September 5, 2008. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this special area will be limited to individuals (voting delegates and alternates) who are identified with a special stamp on their conference badge. If your city's voting delegate and alternates wish to sit together at the Business Meeting, they are all encouraged to sign in at the Voting Desk in order to obtain the identifying stamp that will admit them to the special voting area.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

ATTEST (I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate.)

Name: _____

Phone: _____

Title: _____

Date: _____

Please complete and return by September 5 to:

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.d.**
City Council Meeting
of July 8, 2008

REPORT ON AGREEMENT WITH THE WESTSIDE NINERS

RECOMMENDATION:

Adopt Resolution #2008-XX authorizing the city manager to execute a contract with the Westside Niners for use of Barrington Park as a practice facility.

BACKGROUND:

Over the past several years, the Westside Niners youth football teams having been utilizing Hunt Elementary as a practice facility. Recently City staff sat down with Niner Board members to discuss the potential for using Barrington Park as a practice facility.

ANALYSIS:

The use of Barrington Park will allow the Westside Niners to have immediate access to restrooms facilities, an area that can be used for cheer squads and a place to store practice equipment (Snack Shack). The attached agreement is modeled after the baseball agreement. As part of the agreement, the southernmost soccer field will be reserved as a practice facility for City soccer teams.

Westside Niner request: To provide a complete practice facility at Barrington Park, the football teams need an opportunity to practice field goals. The Niners are requesting the City purchase a portable goal post assembly to allow practice at Barrington Park. Currently, the Niners were practicing at the high school field. Cost of the equipment is \$349.95 plus tax and shipping. Should the Council elect to move forward, this cost could be charged to Community Promotions.

FISCAL IMPACT:

Approximately \$400.

CONCLUSION:

Staff believes that Barrington Park will be a suitable location for the Westside Niners to hold practice for their four (4) teams and cheer squad. The facility has immediate access to restroom facilities and allows for storage of equipment used on a daily basis. The Westside Niners are receptive to the move. Therefore, staff is recommending approval of the contract.

Respectfully submitted,



Michael Holland
City Manager

RESOLUTION NO. 2008-

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH THE WEST SIDE NINERS FOR USE OF BARRINGTON PARK**

WHEREAS, the City Council supports the youth of the City of Newman and recreation opportunities for its citizens, and

WHEREAS, the City of Newman has put a high priority on providing safe places for the youth of Newman to play and practice recreational sports, and

WHEREAS, the Barrington Park will provide the West Side Niners with a complete practice facility that includes restroom and storage facilities, and

WHEREAS, the City council of the City of Newman has determined it would be in the best interest for the West Side Niners to use of Barrington Park as a practice facility, and

WHEREAS, the City Council of the City of Newman is desirous of entering into a contract with the West Side Niners for use of Barrington Park as a practice facility.

NOW, THEREFORE, BE IT RESOLVED that the Newman City Council authorizes the City Manager to execute a contract with the West Side Niners for use of Barrington Park as a practice facility.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8th day of July, 2008 by Council Member _____, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk of the City of Newman

NEWMAN YOUTH FOOTBALL
PRACTICE FIELD AGREEMENT
July 2008

WHEREAS, The City of Newman, municipal corporation ("City"), owns and maintains Barrington Park, in Newman; and

WHEREAS, the Westside Niners Football, an unincorporated association ("Board"), desires to use the facilities for a designated period and dates: and

WHEREAS, the Board has requested and the City desires to assist the Board in its endeavors to operate a youth football program

NOW THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements hereinafter set forth the City and Board agree as follows:

1. The City gives the Board the right to use Barrington Park for scheduled practices between July 15, 2008 and October 31, 2008. The Board shall have the responsibility to supply the City with one copy of its 2008 practice schedule no later than July 15, 2008. Said schedule shall become a part of this agreement and shall constitute the days and times for which the Board is granted use of City fields. Board may use the fields at times other than specified in the schedule on a first come, first served basis. **The Board shall have sole right to use the identified fields for scheduled practices only.** The City reserves the southernmost soccer field for soccer practices.
2. The Board shall accept responsibility for the following regarding use of facilities:
 - a. The maintenance, replenishing of supplies and security of restrooms during the time the facilities are in use. The Board shall be responsible for cleaning the facilities.
 - b. Keep the fields and visitor areas clean of debris, and empty trash receptacles when necessary.
 - c. Pay standard fees for special park maintenance as needed.
 - d. The Board shall provide paper products for restrooms and all other equipment and supplies necessary to maintain the facilities.
 - e. Any work performed by the City above the normal maintenance shall be charged to the Board. (Normal maintenance includes

mowing, edging, and other work performed by City park maintenance personnel.)

- f. No glass bottles shall be brought on site by coaches, players, spectators or sold at the snack bar.
3. The Snack Shack buildings are the property of the City of Newman. The Board has exclusive rights to use the Snack Shack during the football season. The Board is allowed to store all necessary supplies and equipment in the building during the season, at their own risk. Snack Shacks must be cleared of all Board property no later than October 31, 2008. The Board shall be responsible for contacting Newman Youth Baseball and Softball organization to coordinate joint use of all facilities until All-Star baseball competition is complete. This shall include use of the Snack Shack.
4. All problems, possible hazardous situations and other suggestions to improve facilities should be brought to the City Manager's attention immediately (in writing, signed and dated by a Board Official). The City will act on the suggestions as they deem feasible. Any enhancements/repairs that are to be undertaken shall be agreed to by both parties.
5. The Board shall not permit any vehicles to be driven on park facilities, except for the purpose of delivering supplies or equipment for concessions as may be needed.
6. No material shall be brought and/or left on City property which may interfere with regular maintenance of fields and grounds. The use of a block sled is permitted but shall be stored in a location that will not interrupt the ability of City Staff to mow and edge the facility.
7. During the Board's usage of City's facilities, it shall be understood that behavior and conduct of spectators and players should be controlled. The City reserves the right to cancel this agreement at any time because of inappropriate conduct or behavior by spectators, players or Board members or employees.
8. The Board shall be responsible for selection and control of all coaches, umpires and other officials. Any disagreements shall be handled by the Board.
9. Private properties bordering the park should not be trespassed on without specific permission from the Owner. This includes retrieving of equipment under all circumstances.
10. The Board shall be required to have a standard first aid kit and cell phone on site for all games and is encouraged for practices. Ice shall be available in the snack bar.

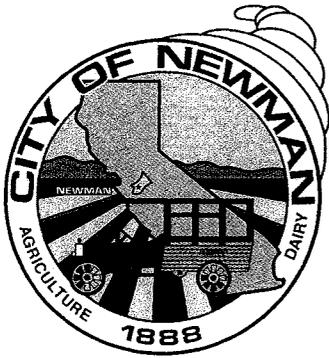
11. All players, coaches, and volunteers shall be required to sign a form approved by the City releasing the City for liability claims or damage claims for injury to persons, including agents, employees, or participants of the Board, or for any property damage from any cause related to the Boards' use of facilities.
12. The Board shall obtain and keep in effect during the duration of this agreement general liability insurance covering the Board, its members, coaches, employees and volunteers for \$1,000,000.00, such insurance shall name the City as additionally insured.
13. A Board member shall attend City of Newman Parks and Recreation Commission meetings the second Thursday of each month, July through August, so that issues that arise (on both sides) can be discussed and resolved in a timely manner.
14. If at any time during the term of this Agreement, the City finds the provisions agreed upon are not being fulfilled, the City reserves the right to revoke use of said fields with 30 days notice.
15. Keys to City facilities shall not be duplicated and only issued to Board members. This contract ends the last day of October 2008, at which time all keys to facilities shall be returned to the City.

Date: _____

Robert Davis, President
Westside Niners

Date: _____

Michael Holland, City Manager



City of Newman
City Manager's Office
Memorandum

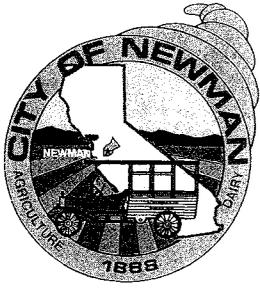
Date: July 2, 2008

To: City Council *men*

From: Michael E. Holland, City Manager

Subject: AB 2716 (Ma). **Employment:** Paid sick days.

At the request of the League of California Cities, the attached letter of opposition is being submitted for your review and direction. Approval of AB 2716 would have significant fiscal impact on the City. Staff recommends the Council review the attached letter and direct staff to prepare said letter for the Mayor's signature.



City of Newman

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July 8, 2008

Assembly Member Fiona Ma
State Capitol, Room 2176
Sacramento, CA 95814
Fax: (916) 319-2112

RE: AB 2716 (Ma). Employment: paid sick days.
NOTICE OF OPPOSITION

The City of Newman respectfully opposes AB 2716 which would expand employer's costs and liability by requiring that employers provide paid sick leave to all employees regardless of whether they are part-time, temporary, or seasonal.

AB 2716 would provide that any employee who works in California for 7 or more days in a calendar year is entitled to paid sick days which shall accrue at a rate of no less than one hour for every 30 hours worked. The mandate would extend to all employers and all employees, except in certain circumstances.

Many public employers provide paid sick leave and/or paid vacation time even though current law does not require it. Under current law, unlike vacation days, sick leave does not accrue nor vest. Therefore, any unused sick leave may be forfeited at the end of a designated period of time. AB 2716 proposes to require unused paid sick time to carry over from year to year.

Cities should not be included in this bill because city policies on paid sick leave can vary widely based on the needs of the local environment. In an already troubled economy, California should be seeking ways to stimulate the economy and should not be forcing costly mandates on public employers that will ultimately be paid by taxpayers.

For these reasons, the City of Newman is opposed to AB 2716.

Sincerely,

John G. Fantazia
Mayor

CC: Senator Jeff Denham
Alma Perez, Consultant, Senate Labor and Industrial Relations Committee, Fax
(916) 327-5703
Anthony Thomas, League of California Cities, Fax (916) 658-8240

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.f.**
City Council Meeting
of July 8, 2008

**RESOLUTION APPROVING TASK G FOR THE DOWNTOWN PLAZA PROJECT
AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR
SERVICES**

RECOMMENDATION:

Adopt Resolution #2008-XX approving Task G for the Downtown Plaza project and authorize the City manager to execute a contract for services.

BACKGROUND:

In 2003, the Newman City Council approved a Master Plan for development of the Downtown Plaza. The City has been approved to receive a federal TE grant for the 2008/09 fiscal year. As part of the grant approval, the City must have completed plans during the fiscal year.

ANALYSIS:

As the original designer of the Downtown Plaza Master Plan, the City approached RRM for Development Design services. The attached Task defines the work necessary to obtain an encroachment permit from CalTrans for work being performed within the highway right-of-way.

FISCAL IMPACT:

Up to \$68,000. Staff is still negotiating some of the costs. This is a budgeted item.

CONCLUSION:

In the City's continual effort to enhance the downtown, utilize grant funding and deliver projects to the community on-time, the City requests the attached Task order be approved to allow access to approved federal funds allocated to the project.

Respectfully submitted,



Michael Holland
City Manager

RESOLUTION NO. 2008-

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A CONTRACT FOR DOWNTOWN PLAZA TASK G SERVICES WITH RRM DESIGN
GROUP**

WHEREAS, the City of Newman has put a high priority on the design and development of a new downtown plaza, and

WHEREAS, the City of Newman City has been approved to receive a federal TE grant for the 2008/09 fiscal year, and

WHEREAS, TE grant approval process requires the City to have plans completed during the 2008/09 fiscal year, and

WHEREAS, RRM Design Group served as the original designer of the Downtown Plaza and Streetscape Master Plans, and

WHEREAS, the City has contracted with RRM for Development Design services, and

WHEREAS, RRM Design Group has worked with communities, public agencies and private landowners to design award winning projects where people live, work and play, and

WHEREAS, the City Council is desirous of entering into a contract with RRM Design Group, and

WHEREAS, the City council of the City of Newman has determined it would be in the best interest to enter into a contract with RRM Design Group, and

NOW, THEREFORE, BE IT RESOLVED that the Newman City Council hereby authorizes the City Manager to execute a contract with RRM Design Group for Downtown Plaza Task G Services.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8th day of July, 2008 by Council Member _____, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk of the City of Newman

Newman Downtown Plaza

Contract Amendment #1

June 10, 2008

THIS DOCUMENT AMENDS THE CONSULTANT AGREEMENT DATED May 14, 2007, by and between the CITY OF NEWMAN, a municipal corporation, hereinafter CITY, and RRM Design Group a California corporation, (hereinafter RRM).

This amendment is intended to memorialize verbal authorization previously provided by the CITY to RRM directing RRM to provide final design, coordination, and construction document preparation services for preparing plans to support an application for a Caltrans Encroachment permit. CITY recognizes that RRM started providing these services phase based on verbal authorization from the CITY and agrees that those services rendered are covered by this amendment. CITY and RRM agree to amend the Agreement as follows:

Add the following Task G and listed subtasks as follows:

Task G Caltrans Hwy 33 Encroachment Plans

The following scope of services is for final design and preparation of construction documents for improvements within the Hwy 33 Right-of-Way that are related to the Newman Downtown Plaza. The project encompasses the west side of Highway 33 Right-of-Way between Tulare and Fresno Streets in the City of Newman, California.

The existing roadway cross-section in this segment exceeds Caltrans standards. It is not the intent of this task to remedy this situation. Rather, the intent of this task is to prepare plans to reconstruct the curb and gutter in its existing location, improve the landscaping, upgrade the street lighting, and reconstruct the sidewalk to meet ADA requirements and to coordinate with the on-site improvements of the plaza. Our scope of services outlined below is based on limiting construction to the area between the ROW line and a maximum of one foot into the roadway from the existing lip of gutter.

The approach described above will require a design exception from Caltrans as it will yield a design that does not comply with Caltrans' standards; however, if Caltrans does not agree to the design exception they may require reconstruction of a portion of the Highway to meet Caltrans' current design standards. A requirement to reconstruct this segment of roadway to current Caltrans' design standards will have significant ramifications to our scope of services, extent of construction, and project budget, which will require an increase in our scope of services and related fees. We are relying on Caltrans' review of the 30% submittal to determine if this will be required.

Caltrans has indicated this project will be processed via a streamlined PEER process. The process will entail submittal of 30%, 95%, and 100% Plans, Specifications, and Estimates (PS&E's), corresponding reviews and comments. PS&E's will be prepared using RRM's standard formats and production

processes for drawings and specifications. Design solutions and construction details will comply with applicable Caltrans and City of Newman standards when possible (note requirement for design exception discussed above). If Caltrans requires drawings and specifications to be prepared in the Caltrans format, it may require an additional effort for RRM, which will be billed hourly under Task G.9.

The fees for the following tasks are based on the description of improvements above. If at the 30% review, Caltrans requires the scope of improvements to change from what is described above, RRM will prepare a revised scope and fee for affected tasks. The fee for this task assumes one complete, consolidated set of written comments per submittal in accordance with the defined project schedule. Comments that are not received as a coordinated, consolidated set and comments from subsequent reviews that revise previously given direction will be considered as an additional service and responded to and billed on an hourly basis.

G.1 Final Street Frontage Design Fixed Fee: \$6,500 (A)

This task will develop the proposed sidewalk, curb, driveway, ramp, and street grading. Design options will be investigated to determine how best to correct the existing sidewalk cross slopes, which exceed ADA requirements, while maintaining the existing gutter flow line so that the extent of construction within the roadway itself will be minimized. Designs will be developed and reviewed with City Staff.

G.2 30% Plans and Quantities (P&Q's) Fixed Fee: \$10,500 (A)

RRM Design Group will prepare 30% complete plans and preliminary quantities for submittal. The 30% submittal will consist of plans and details that RRM feels adequate to properly convey the design at this level of completion.

G.3 Respond to 30% Review Comments T & M Estimated Fee: \$2,500 (B)

RRM will review comments received from Caltrans' and City's review of the 30% submittal and prepare a written response to each comment.

G.4 95% Plans Specifications and Estimates (PS&E's) Fixed Fee: \$31,000 (A)

Based on the 30% comments from Caltrans, 95% complete PS&E's will be prepared. For the purpose of scoping it has been assumed that a design exception will be granted by Caltrans as discussed above. Processing and coordinating the design exception will be billed under Task G.9. The following is a list of anticipated submittal items:

- Cover Sheet
- Note Sheet
- Detail Sheets
- Topography and Demolition Sheet
- Utility Verification Sheet
- Plan and Profile Sheet
- Traffic Handling Sheet

- Street Lighting Sheet
- Planting Sheet
- Planting Legend
- Irrigation Sheet
- Irrigation Legend
- Specifications (CSI Format)
- Quantities
- Engineer's Opinion of Probable Cost of Construction

- G.5 Respond to 95% Review CommentsT&M Estimated Fee: \$2,500 (B)
 RRM will review comments received from Caltrans' and City's review of the 95% submittal and prepare a written response to each comment.
- G.6 Finalize Plans, Specifications, and EstimatesFixed Fee \$5,000 (A)
 Based on 95% review comments, RRM will finalize the PS&E's and submit to Caltrans and the City for approval.
- G.7 SWPPP (Caltrans) and Erosion Control Plans.....Fixed Fee \$5,000 (A)
 It is our understanding that the improved area within the Highway 33 Right-of-way is approximately 7,000 SF however it is adjacent to a development which is greater than one acre (approximately 1.7 acres) and therefore will require a Caltrans SWPPP. RRM Design Group will prepare an NOI and Caltrans SWPPP and erosion control plans.
- G.8 Storm Water Data Report..... T&M Estimated Fee: \$5,000) (B)
 It is anticipated that a Storm Water Data Report will be required. RRM Design Group will utilize existing data available from the City of Newman to prepare a Storm Water Data Report for submittal to Caltrans.
- G.9 Meetings, Coordination, and Supplemental InformationT&M Hourly (B)
 RRM Design Group will attend meetings as requested and required, and coordinate with the City, Caltrans, and other consultants utility companies, and agencies as required throughout the encroachment permit process.. RRM will prepare supplemental information, beyond items identified above, as requested and required

BILLING AND PAYMENT

BILLING PROCESS FOOTNOTES: The following notes apply to the fees quoted above as referenced.

- (A) Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
- (B) Our estimated fees for tasks shown as "Time and Materials" ("T&M") are provided for informational purposes only. Amounts billed for these tasks, which will reflect actual hours may be more or less than the estimate given.

This Amendment is agreed to by the CITY and RRM
CITY:

Michael Holland
City Manager

Date

RRM DESIGN GROUP

Warren R. McClung
Principal
RLA #4382

Date