

AGENDA
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING FEBRUARY 9, 2010
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
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 January 26, 2010 Regular Meeting.
 - d. Adopt Resolution No. 2010- , A Resolution Approving Subdivision Improvements In The Monte Vista Estates Subdivision And Authorizing Ed Katen As Mayor, And Michael E. Holland, As City Clerk To Record A Notice Of Completion.
 - e. Adopt Resolution No. 2010- , A Resolution Approving Pioneer Park Rehabilitation Project Phase II And Authorizing Ed Katen As Mayor, And Michael E. Holland, As City Clerk To Record A Notice Of Completion.
9. Public Hearings
 - a. Adopt Resolution No. 2010- , A Resolution Of The City Council Of The City Of Newman, California, Declaring The Results Of A Noticed Protest Proceeding And Approving Certain Actions For Rates, Fees And Charges For Solid Waste Collection, Curbside Recycling And Street Sweeping Service(s).
 - b. Second Reading And Adoption Of Ordinance No. 2010- , An Ordinance Amending Titles 5 Zoning And 8 Health And Sanitation Adding Chapter 5.23.160 Residential Resale Inspection Program.
10. Regular Business
 - a. Adopt Resolution No. 2010- , Approving the City of Newman's Application for Statewide Park Program Grant Funds.

- b. Report On Newman Historical Society's Request.
- c. Adopt Resolution No. 2010- , A Resolution Authorizing Chief Of Police To Enter Into A Franchise Tow Agreement With Newman City Tow Pursuant To Police Towing Services Ordinance.
- d. Review Of The 2009-2010 Annual Budget At Mid-Year.

11. Items From District Five Stanislaus County Supervisor.

12. Items From The City Manager And Staff.

13. Items From City Council Members.

14. Adjournment.

Calendar of Events

February 8 - Baseball Board Meeting - 6:00 P.M.
February 9 - City Council - 7:00 P.M.
February 11 - Recreation Commission - 7:00 P.M.
February 12 - City Furlough Day - City Offices Closed
February 15 - Presidents' Day - City Offices Closed
February 15 - Two-On-Two Meeting With The School Board - Rescheduled
February 16 - Two-On-Two Meeting With The School Board - 4:00 P.M.
February 18 - Planning Commission - 7:00 P.M.
February 23 - City Council - 7:00 P.M.

Date.: Feb 5, 2010
Time.: 12:10 pm
Run by: EMILY M. FARIA

CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

Page.: 1
List.: NEW1
Group: PYCPDP

Ck #	Check Date	CK Amount	Vendor Name	Description
037050	02/01/10	5850.00	ADAM MCGILL	CONTRACT SERVICES/CHIEF OF POLICE/1/16/10-1/31/10
037051	02/01/10	.23	EMPLOYMENT DEV DEPT - SDI	ANNUAL RECON DE7/2009 ADDITIONAL DUE
037052	02/01/10	72.00	PERS	PERS REPORTING FOR 1/31/10
037053	02/05/10	8625.69	AECOM USA, INC	HOWARD HILL PARK ENGINEERING FEES
037053	02/05/10	1176.66	AECOM USA, INC	HURD BARRINGTON ELEM ENGINEERING FEES
037054	02/05/10	775.00	ANDERSEN PHYSICAL THERAPY	FUNCTIONAL CAPACITY EVALUATION
037055	02/05/10	100.00	ARMCO ROOFING	ROOF REPAIRS AT COUNCIL CHAMBERS
037056	02/05/10	146.53	AT&T	EMERGENCY DISPATCH LINE @ PD/12/20/09-1/19/10
037056	02/05/10	519.18	AT&T	MONTHLY TELEPHONE SERVICE/12/13/09 TO 1/12/10
037057	02/05/10	13930.30	B.C. CONSTRUCTION	RETENTION OF PIONEER PARK REHAB
037058	02/05/10	427.70	JAMES J. BELL	CONTRACT SERVICE/EVIDENCE CLERK/1/18-1/29/10
037059	02/05/10	179.14	B G AUTO	2 BATTERIES FOR UNIT 80/FD
037059	02/05/10	100.51	B G AUTO	PLIERS/DEEP SOCKET/ADJ WRENCH/OIL
037060	02/05/10	520.17	BIG DAN'S CUSTOM POWDER COATIN	4 NEW TIRES MOUNTED AND BALANCED
037061	02/05/10	440.00	BJ'S CONSUMER'S CHOICE IN	PEST CONTROL SERVICES 121009
037062	02/05/10	548.00	BLUE SHIELD OF CALIFORNIA	COBRA HEALTH INS PREM/LEPRE/2/1/10 TO 3/1/10
037063	02/05/10	73.17	W.H. BRESHEARS, INC.	MOTOR OIL/WWTP
037064	02/05/10	3057.80	BRUCE BUDMAN	LODGING/CONTRACT SERVICES/FIN DIR/1/25/10-1/29/10
037065	02/05/10	732.00	CALIFORNIA RURAL WATER	2010 ANNUAL MEMBERSHIP DUES/LANCE PERRY
037066	02/05/10	50.00	CALIF DEPT OF PUBLIC HEALTH	APP FOR WATER TRMNT OPERATOR EXAM/MUTOZA
037067	02/05/10	100.00	JEFF CARTER	PARKING LOT RENT/FEB 2010
037068	02/05/10	224.25	CBA (ADMIN FEES)	DENTAL-VISION ADMIN FEES/FEB 2010
037069	02/05/10	535.30	CENTRAL SANITARY SUPPLY	CANLINERS/ROLL TOWELS/TOILET PAPER
037070	02/05/10	27.81	CHEVRON	GAS PURCHASES/PD

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Ck #	Check Date	CK Amount	Vendor Name	Description
037072	02/05/10	50.00	CARL J. COELHO (CHUCK)	Veh Operation FIRE/JAN 2010
037073	02/05/10	778.38	CORBIN WILLITS SYS, INC.	SERVICE AND ENHANCEMENT FEES/FEB 2010
037074	02/05/10	1103.26	CROP PRODUCTION SERVICES	GRAMOXONE INTEON AND HERBIMAX LPI/WWTP
037075	02/05/10	59.66	DEPARTMENT OF MOTOR VEHICLES	5 2010 VEHICLE CODE BOOKS/PD
037076	02/05/10	64.59	E&M ELECTRIC, INC.	175 WATT METAL HALIDE/YOUTH CENTER
037077	02/05/10	2142.60	ECO:LOGIC, INC	NEWMAN STORAGE BASIN PROFESSIONAL SERV/DEC 2009
037078	02/05/10	1249.00	ENERPOWER	ELECTRIC ENERGY SERVICES/9/16-10/14/09
037078	02/05/10	945.00	ENERPOWER	ELECTRIC ENERGY SERVICES/10/15/09-10/31/09
037079	02/05/10	93.81	FGL ENVIRONMENTAL, INC	SUB CONTR ANALYSIS/WWTP
037080	02/05/10	34.95	FIREtoWIRE, INC	WEB HOSTING/2/17/10 TO 3/17/10
037081	02/05/10	33.55	GARTON TRACTOR	LIGHT ASSEMBLY FOR BOOM TRUCK
037081	02/05/10	32.88	GARTON TRACTOR	U-JOINTS FOR FLAIL MOWER
037081	02/05/10	133.24	GARTON TRACTOR	BATTERIES FOR CASE TRACTOR
037081	02/05/10	13.28	GARTON TRACTOR	SUPPLIES FOR SPRAY BOOM
037082	02/05/10	80.00	G BAR N VETERINARY CLINIC	AFTER HOURS CANINE OFFICE VISIT
037083	02/05/10	1038.26	GEOANALYTICAL LAB, INC.	NITRATE SAMPLING/BACTIS/STORM WATER SAMPLING/BOD
037084	02/05/10	590.86	HEWLETT-PACKARD FINANCIAL SERV	HARDWARE LEASE/2/18/10 TO 3/17/10/PD
037085	02/05/10	144.56	STEPHANIE HOUSE	REIMBURSE SUPPLIES/TEEN CENTER SNACK BAR/HOUSE
037086	02/05/10	584.31	HYATT REGENCY	LODGING/ANIMAL CARE TRAINING CONF/TOBIN
037087	02/05/10	321.87	IKON OFFICE SOLUTIONS	COPIER LEASE/CITY HALL 1/10/10 -2/9/10
037088	02/05/10	318.01	IDEXX LABORATORIES, INC.	TESTING SUPPLIES FOR WATER SAMPLES
037089	02/05/10	1105.43	IN-SYNCH SYSTEMS	MOBILE RECORDS MANAGEMENT SYSTEM/MARCH 2010
037090	02/05/10	1127.00	KAISER PERMANENTE	HEALTH INSURANCE PREMIUM/MARCH 2010
037091	02/05/10	1076.40	KAISER PERMANENTE	QUARTERLY COBRA PREMIUM/OCT/NOV 2009/LEMUS
037092	02/05/10	1663.90	KLEINFELDER, INC.	SOIL COMPACTION TESTING/HILL PARK/NOV 2009

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Ck #	Check Date	CK Amount	Vendor Name	Description
037093	02/05/10	106.58	MALLARD EXPRESS AUTO	INSTALLED LIGHT BAR ON TRUCK ROOF/UNIT 2-06/PW
037093	02/05/10	15.00	MALLARD EXPRESS AUTO	FLAT TIRE REPAIR
037094	02/05/10	271.54	FRANK B. MARKS & SON, INC	CONCRETE SAND/GRAVEL/DELIVERED
037095	02/05/10	5850.00	ADAM MCGILL	CONTRACT SERVICE/CHIEF OF POLICE/02/1 TO 02/15/10
037096	02/05/10	301.25	MEDINA AUTO REPAIR	RADIATOR/ANTIFREEZE/LABOR TO INSTALL/2000 CHEVY SI
037096	02/05/10	249.22	MEDINA AUTO REPAIR	REMANUFACTURED ALTERNATOR/INSTALLED/1993 FORD F150
037097	02/05/10	2233.20	NBS	ADMIN FEES/LMD ADMINISTRATION/JAN-MAR 2010
037098	02/05/10	107.00	NEWMAN ROTARY	ROTARY DUES AND FINES/A MCGILL
037099	02/05/10	427.05	CITY OF NEWMAN-PETTY CASH	POSTAGE/PARKING/MEALS/YOUTH BB SUPPLIES/COFFEE
037100	02/05/10	33.50	CRYSTAL GARCIA	2005 CHEVY OIL & FILTER CHANGES
037100	02/05/10	34.95	CRYSTAL GARCIA	SMOG CHECK/02 FORD CROWN VIC/PD
037100	02/05/10	100.02	CRYSTAL GARCIA	LABOR AND PARTS/1991 CHEVY PICKUP
037100	02/05/10	44.95	CRYSTAL GARCIA	SMOG CHECK/1994 FORD RANGER
037100	02/05/10	69.90	CRYSTAL GARCIA	SMOG CHECKS/FIRE DEPT/02 CHEVY AND 79 FIRE TRUCK
037101	02/05/10	790.10	NEWMAN POLICE K-9 FOUNDATION	REIMBURSEMENT FOR EMERGENCY TREATMENT/ODIN K-9
037102	02/05/10	2681.00	OPERATING ENGINEERS/	HEALTH INSURANCE PREMIUMS/MARCH 2010
037103	02/05/10	292.12	PACIFIC WATER RESOURCES	SPDT PROGRAM TIMER/L STREET LIFT STATION
037104	02/05/10	250.00	CITY OF PATTERSON	FIRE DATA INPUT/DEC 2009
037104	02/05/10	660.00	CITY OF PATTERSON	VIDEO REIMBURSEMENT FOR CC MTG/JAN 2010
037105	02/05/10	120.55	P G & E	NATURAL GAS PURCHASES 12/7/09 TO 01/06/10
037106	02/05/10	21.08	PIONEER DRUG	3 BINDERS/COLOR-CODED LABELS/PW
037107	02/05/10	86.31	POSTER COMPLIANCE CENTER	1 YEAR COMPLIANCE PROTECTION PLAN RENEWAL/PD
037108	02/05/10	18.12	RALEY'S IN STORE CHARGE	BOTTLED WATER FOR COUNCIL MEETINGS
037109	02/05/10	3189.84	RRM DESIGN GROUP, INC.	PROFESSIONAL SERVICES/DOWNTOWN PLAZA/DEC 2009
037110	02/05/10	129.14	SAFE-T-LITE	6 FLASHING LIGHTS W/SOLAR/BATTERIES FOR BARRICADES

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037111	02/05/10	25.00	STAN CNTY ASSOC LAW ENFOR	2010 STAN CNTY LAW ENFORCEMENT EXECUTIVES DUES
037112	02/05/10	625.00	STANISLAUS COUNTY DEPT	BUS TICKET SALES JULY 2009 THRU JAN 2010
037113	02/05/10	6.42	STAPLES BUSINESS ADVANTAGE	COLOR CODED LABELS
037113	02/05/10	240.56	STAPLES BUSINESS ADVANTAGE	HP COLOR LASER INK
037113	02/05/10	78.02	STAPLES BUSINESS ADVANTAGE	HP LASERJET INK CARTRIDGE/CYAN
037113	02/05/10	172.29	STAPLES BUSINESS ADVANTAGE	TYLENOL/STAPLES/PRINTER CARTRIDGE
037114	02/05/10	167.00	SUTTER GOULD MEDICAL FOUNDATIO	EMPLOYEE PHYSICAL PERFORMANCE TEST
037115	02/05/10	400.00	RICH TAYLOR	REIMBURSE FOR CORONA AUTO X REGISTRATION/TAYLOR
037116	02/05/10	150.00	JESSICA TOBIN	PER DIEM/ANIMAL CARE TRAINING CONF/TOBIN
037117	02/05/10	165.00	BARBARA J. TOSTA	YOUNG AT HEART INSTRUCTOR/JAN 2010
037118	02/05/10	224.55	ADAM TURNER	ELECTRICAL LABOR AND MATERIALS FOR IT ROOM/PD
037119	02/05/10	103.50	UNDERGRND SERV ALERT, INC	BILLABLE UNDERGROUND MESSAGES/JUL09-12/31/09
037120	02/05/10	92.97	UNIFIRST CORPORATION	UNIFORM CLEANING/PW
037121	02/05/10	26884.75	URBAN FUTURES, INC	PROFESSIONAL SERV RDA PLAN AMENDMENTDEC 2009
037122	02/05/10	366.56	USA BLUEBOOK	230 FILTER ELEMENT PAPER/KNEELING PADS/CHOCK BLOCK
037123	02/05/10	5.72	VALLEY PARTS SERVICE	BRAKE FLUID
037123	02/05/10	30.76	VALLEY PARTS SERVICE	TEFLON WIRE
037123	02/05/10	48.83	VALLEY PARTS SERVICE	WIPER BLADES/LAMP
037123	02/05/10	30.65	VALLEY PARTS SERVICE	FLOOR MAT/BLUE CORA
037124	02/05/10	683.25	VALLEY SHED	PO #10-37
037125	02/05/10	50.00	GEORGE VARGAS	MONTHLY GAS ALLOWANCE/FEB 2010/VARGAS
037126	02/05/10	1106.71	YANCEY LUMBER COMPANY	DOG FOOD/BATTERIES/SUPPLIES CORP YARD IMPROVEMENTS
037126	02/05/10	50.93	YANCEY LUMBER COMPANY	NUTRO LAMB AND RICE DOG FOOD/K-9
037127	02/05/10	36.11	ANAYA, RAFAEL G.	MQ CUSTOMER REFUND FOR ANA0016
037128	02/05/10	67.14	RETHANS, KIMBERLY	MQ CUSTOMER REFUND FOR RET0003

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Ck #	Check Date	CK Amount	Vendor Name	Description
037129	02/05/10	72.03	ROBERTS, RONI	MQ CUSTOMER REFUND FOR ROB0027
037130	02/05/10	54.59	VEGA, CARLOS	MQ CUSTOMER REFUND FOR VEG0012
Sub-Total:		----- 103179.87		
Grn-Total:		----- 103179.87		
Count:	102			

MINUTES
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING JANUARY 26, 2010
CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET

1. **Call To Order** - Mayor Katen 7:02 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** - Council Member Davis.
4. **Roll Call PRESENT:** Kelly, Davis, Candea, Martina And Mayor Katen.
ABSENT: None.
5. **Declaration Of Conflicts Of Interest**

Council Member Candea Declared That He Might Have A Conflict With Item 9.a. And Would Be Excusing Himself From Those Proceedings.

6. **Ceremonial Matters** - None.
7. **Items from the Public - Non-Agenda Items**

Theresa Anderson, 1160 Stoneglen Drive, Told The Council That She Had Concerns About The Police Department And The Community Services They Are Providing. Anderson Stated That There Are Issues With Boats, RVs And Other Vehicles Being Parked On The Street And Then Being Ticketed Because They Are Parked With One Tire Eighteen Inches From The Curb. Anderson Informed The Council That She Had Given Chief McGill A Written Copy Of Her Concerns. She Declared That There Are Many Vehicles, Boats, RVs And Trailers That Are Parked On The Street That Are Not Being Cited And That She Feels She Is Being Mistreated.

8. **Consent Calendar**
 - a. Waive All Readings Of Ordinances And Resolutions Except By Title.
 - b. Approval Of Warrants.
 - c. Approval Of Minutes Of The January 12, 2010 Regular Meeting.

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

9. **Public Hearings**
 - a. Second Reading And Adoption Of Ordinance No. 2010-01, Amending Title 9 Police Regulations Adding Chapter 9.16 Police Towing Services.

Council Member Candea Stepped Down From The Dais And Left The Chambers.

Chief McGill Reviewed And Presented The Proposed Police Towing Ordinance.

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

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

ACTION: Ordinance No. 2010- , Amending Title 9 Police Regulations Adding Chapter 9.16 Police Towing Service, Of The Newman City Code Had Its Second Reading By Title Only. A Motion By Davis Seconded By Kelly Said Ordinance Was Unanimously Adopted And Staff Was Authorized To Prepare And Publish A Summary Of Said Ordinance.

10. Regular Business

- a. First Reading And Introduction Of Ordinance No. 2010- , Amending Titles 5 Zoning And 8 Health And Sanitation Adding Chapter 5.23.160 Residential Resale Inspection Program.

Assistant Planner Ocasio Reviewed And Presented The Proposed Residential Resale Inspection Ordinance.

ACTION: Ordinance No. 2010- , Amending Titles 5 Zoning And 8 Health And Sanitation Adding Chapter 5.23.160 Residential Resale Inspection Program Was Introduced By Council Member Kelly Ordinance Had Its First Reading By Title Only.

- b. Approve First Time-Home Buyers Program And Authorize Staff To Administer Program Activities.

Assistant Planner Ocasio Reviewed And Presented The Proposed First Time-Home Buyers Program.

ACTION: On Motion By Martina Seconded By Kelly And Unanimously Carried, The Council Approve First Time-Home Buyers Program And Authorize Staff To Administer Program Activities.

11. Items From District Five Stanislaus County Supervisor.

Supervisor DeMartini Informed The Council That He Would Again Be Going To Sacramento With County Staff To Meet With The Army Corps Of Engineers Regarding The Orestimba Flood Control Project; He Explained To The Council That This Is The Closest We Have Ever Been To Having A Solution But That Now The Concern Going Forward Will Be How The Project Is Funded. DeMartini Reminded Everyone That The Next West Side Healthcare Taskforce Meeting Would Be In Patterson On February 4, 2010 And That The Taskforce Would Also Be Hosting A Business Roundtable On February 18, 2010 In Patterson. DeMartini Mentioned That Both He And Mayor Katen Were Working With Caltrans To Get The Newman Sign Reposted Along I-5 Near The Stuhr Road\Newman Exit.

12. Items From The City Manager And Staff.

City Manager Holland Reminded The Council That The Third Monday Of February Is A Holiday And Asked To Reschedule The Two-On-Two With The School District To Tuesday The Sixteenth. Holland Noted That The NIMS Executive Course For The Council Would Be Held On February 11, 2010 And Reminded Them Of The Importance Of This Training. Holland Asked The Council To Fill Out Their Form 700s And Return Them Prior To The March 19, 2010 Deadline. Holland Assured The Council That City Staff Had Been Diligently Monitoring The Local Storms And Orestimba Creek Levels. Holland Brought The Council Up-To-Date On The Redevelopment Plan, The Capital Facility Fee And Housing Element Updates. He Notified The Council That The City Had Received Its E-76 For The Downtown Plaza And Explained That Its Receipt Meant That The Federal Government Had Signed Off On The Project And That We Can Now Go Out To Bid. Holland Went On To Clarify That That The City Is Receiving \$2.2 Million In Grant Funds For The Plaza Project, Which Only Has A Total Estimated Cost Of \$2.6 Million.

Chief McGill Notified The Council That The Police Department Had Recently Launched A Facebook Page And Invited Everyone To Become A Fan Of The Department. McGill Also Informed The Council That Officer Flores Had Left The Department To Join The City Of Modesto Police Department.

Public Works Director Reynolds Gave The Council A Presentation That Included Information About The Public Works Department's 2009 Accomplishments, Significant Projects Completed, Projects Planned For 2010 , General Fund Savings, 2009 Goals That Were Met And A New Set Of Goals For 2010. After His Presentation, Reynolds Asked For A Volunteer From The City Council To Be A Member Of The Selection Committee For The Water Rate Study And Council Member Candea Volunteered.

13. Items From City Council Members.

Council Member Kelly Thanked Staff For Their Efforts During The Recent Storms

Mayor Katen Also Thanked Staff For Their Efforts During The Recent Storms And Expressed That He Had Been Concerned About Potential Flooding.

14. Adjournment.

ACTION: On Motion By Katen Seconded By Kelly And Unanimously Carried, The Meeting Was Adjourned At 7:18 P.M.

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **8.d.**
City Council Meeting
of February 9, 2010

**ADOPT RESOLUTION 2010- , APPROVING SUBDIVISION IMPROVEMENTS IN
THE MONTE VISTA ESTATES SUBDIVISION AND AUTHORIZING ED KATEN AS
MAYOR, AND MICHAEL E. HOLLAND, AS CITY CLERK TO RECORD A NOTICE
OF COMPLETION**

RECOMMENDATION:

It is recommended that the Newman City Council adopt Resolution No. 2010- .

BACKGROUND:

The acceptance request includes the site improvements for Monte Vista Estates Subdivision. These improvements have been completed and inspected by City staff. There are minor improvements remaining; for which a new bond has been submitted. These improvements are noted on the attached Engineer's Estimate.

ANALYSIS:

An email from Public Works Supervisor Doug Mutoza indicates that the work has been completed to City satisfaction and the remaining items should be done in the spring, when the weather is more conducive to landscaping.

FISCAL IMPACT:

None

CONCLUSION:

All public health and safety issues have been satisfied and the public improvements have passed City inspection. All the appropriate bonds have been submitted. As a result, staff recommends the Council approved the attached Resolution.

Respectfully submitted,



Michael E. Holland
City Manager



RENOVO COMMUNITIES

580 California Street, Suite 1420 | San Francisco, California 94104 | t 415 951 8200 | f 415 951 8201 | w www.renovocommunities.com

February 3, 2010

Michael Holland
City Manager
1162 Main Street
Newman, CA 95360

Mr. Michael Holland

Del Valle Capital Corporation (dba "Renovo Communities") respectfully request that its existing performance bond in the amount of \$1,613,713.91 be reduced based on items that have already been completed. The City of Newman provided Renovo Communities with a list of remaining items to be completed for the project. We contacted Associated Engineering to provide an engineers estimate based on these remaining items to be completed. The engineers estimate projected that the completion costs would be \$30,300 which was consistent with the costs arrived at when Renovo bid out these remaining items. Associated engineering included a 10% contingency and at the request of Michael Holland, Renovo Communities requested that Inso Dico prepare the replacement bond in the amount of \$50,000. Such documentation has been executed and provided to the City of Newman for review and approval. Thank you for your time and consideration. Should you have any comments or questions regarding this matter, please do not hesitate to contact me at your convenience.

Respectfully,

Oren Hershkovich
Renovo Communities
1255 Columbus Avenue
San Francisco, CA 94133
Office: (415) 932-7120
Fax: (415) 932-6125
ohersh@renovocommunities.com

**ENGINEER'S ESTIMATE - CITY PUNCH LIST ITEMS
MONTE VISTA ESTATES SUBDIVISION
Newman, California
January 27, 2010**

ITEM	DESCRIPTION	QTY.	UNITS	UNIT PRICE	TOTAL PRICE
1.	Complete drainage basin sprinkler system	1	LS	\$5,200.00	\$5,200.00
2.	Complete drainage basin sod & landscaping	1	LS	\$15,300.00	\$15,300.00
3.	Complete drainage basin sod & landscaping	1	LS	\$7,200.00	\$7,200.00
4.	Base for 10' sidewalk (in Zac Nelson Court lots)	1	LS	\$1,200.00	\$1,200.00
5.	Complete drainage basin	1	LS	\$1,400.00	\$1,400.00
				SUB-TOTAL:	\$30,300.00
				10% CONTINGENCY:	\$3,030.00
				TOTAL:	\$33,330.00

RD Carrel

RESOLUTION NO. 2010-

A RESOLUTION APPROVING SUBDIVISION IMPROVEMENTS IN MONTE VISTA ESTATES SUBDIVISION AND AUTHORIZING ED KATEN, AS MAYOR, AND MICHAEL E. HOLLAND, AS CITY CLERK TO RECORD A NOTICE OF COMPLETION

WHEREAS, on the 13th day of September, 2005 agreements were entered into between the CITY OF NEWMAN, hereinafter referred to as "CITY", and Del Valle Capital Corporation\Renovo Communities hereinafter referred to as "SUBDIVIDER" for the making of certain improvements in that certain subdivision in the City of Newman, County of Stanislaus, State of California, known as MONTE VISTA ESTATES SUBDIVISION; and

WHEREAS, the improvement security referred to in said agreement was duly executed and filed by Subdivider; and

WHEREAS, it appears to the satisfaction of the City Council that all of the improvements contained in and referred to in said agreement have been completed by Subdivider.

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

1. That the improvements referred to in said agreement and the maps and other matters referred to therein be, and the same hereby are, approved and accepted, and that dedication of the streets, highways, public ways, easements and facilities, all as shown and delineated on said final map, are approved and accepted.

2. That Ed Katen, as Mayor and Michael E. Holland as City Clerk, are hereby authorized and directed to execute and record a Notice Of Completion of said improvements.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9th day of February, 2010 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:

Ed Katen, Mayor

ATTEST:

Michael E. Holland, City Clerk

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the City of Newman, a Municipal Corporation of the County of Stanislaus, State of California, entered into an Agreement dated September 13, 2005 with DEL VALLE CAPITAL CORPORATION/RENOVO COMMUNITIES for the making and construction of subdivision improvements, to-wit, sewer, water, storm drain facilities, roads, curbs, gutters, sidewalks, street lights, signs and monuments in PHASE I OF MONTE VISTA ESTATES in the City of Newman.

Construction of the above improvements was actually completed by the Subdivider, DEL VALLE CAPITAL CORPORATION/RENOVO COMMUNITIES, and accepted by the City Council of the City of Newman held on the 9th day of February, 2010

DATED:

CITY OF NEWMAN

By _____
Ed Katen, Mayor

STATE OF CALIFORNIA)
)
COUNTY OF STANISLAUS)

I, ED KATEN being the first duly sworn, deposes and says:

That he is the Mayor of the City of Newman, a Municipal Corporation, that contracted for the performance of the project mentioned in the foregoing Notice; that he has read the same and knows the contents thereof, and that the facts stated therein are true.

Ed Katen, Mayor

Subscribed and sworn to before me
this _____ day of _____ 2010.

Notary Public

Honorable Mayor and Members
of the Newman City Council

**ADOPT RESOLUTION NO. 2010 - , APPROVING THE PIONEER PARK REHABILITATION
PROJECT PHASE II AND AUTHORIZING ED KATEN AS MAYOR, AND MICHAEL E.
HOLLAND AS CITY CLERK TO RECORD A NOTICE OF COMPLETION**

RECOMMENDATION:

It is recommended that the Newman City Council approve Resolution No. 2010- , approving the Pioneer Park Rehabilitation Project Phase II and authorizing Ed Katen as Mayor, and Michael Holland as City Clerk to record a Notice of Completion.

BACKGROUND:

On March 5, 2009 and March 16, 2009 the City advertised for bids for the second phase of the Pioneer Park Rehabilitation Project. The project consisted of the demolition of the existing Pioneer Park BBQ pit area and antiquated picnic shelter, concrete slab, concrete walkway, electrical outlets and lighting, the design-build of a new 40' x 64' "Icon Shelter System" park canopy, installation of a new concrete slab and walk ways, the installation of new electrical outlets and area lighting. On March 24, 2009 City Council authorized staff to award the Pioneer Park Rehabilitation Project Phase II to the bidder who best fits the qualifications.

ANALYSIS:

There were three bids received for the project. On April 13th, 2009 City Council entered into an agreement with the lowest responsible bidder for the project, BC Construction, Inc. for \$139,384.00. Construction was substantially completed in August 2009 and the final punch list items were completed in December 2009. A final walk-thru inspection of the project was performed by City Public Works staff members. Everything has been completed and is in compliance with plans and specifications. The final construction cost for the project is \$139,384.00

The City utilized Community Development Block Grant funding to fund with this project.

FISCAL IMPACT:

Original Project Bid	\$139,384.00		
Total Project Cost	\$139,384.00	Total Project Funds	\$139,384.00

CONCLUSION:

The Pioneer Park Rehabilitation Project Phase II, constructed by BC Construction, Inc., has been completed in compliance with the plans and specifications, with a final construction cost of \$139,384.00. It is recommended that the City Council approve the project and authorize the filing of the Notice of Completion.

Respectfully Submitted,



Garner Reynolds
Director of Public Works

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2010-

A RESOLUTION APPROVING THE PIONEER PARK REHABILITATION PROJECT PHASE II AND AUTHORIZING ED KATEN AS MAYOR, AND MICHAEL E. HOLLAND AS CITY CLERK TO RECORD A NOTICE OF COMPLETION

WHEREAS, on the 13TH day of April, 2009, agreements were entered into between the CITY OF NEWMAN, herein after referred to as "CITY" and BC Construction, herein after referred to as "CONTRACTOR" for the making of certain improvements in the City of Newman, County of Stanislaus, State of California, known as the PIONEER PARK REHABILITATION PROJECT PHASE II; and

WHEREAS, the improvement security referred to in said agreement was duly executed and filed by Contractor;

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

1. That the improvements referred to in said agreement and the maps and other matters referred to therein be, and the same hereby are, approved and accepted.
2. That Ed Katen, as Mayor and Michael E. Holland as City Clerk, are hereby authorized and directed to execute and record a Notice of Completion of said improvements.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9th day of February, 2010 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 vote:

AYES:
NOES:
ABSENT:

APPROVED:

Ed Katen, Mayor

ATTEST:

Michael E. Holland, City Clerk

Honorable Mayor and Members
of the Newman City Council

**DECLARE THE RESULTS OF A NOTICED PROTEST AND PROCEEDING AND APPROVING CERTAIN
ACTIONS FOR RATES, FEES AND CHARGES FOR SOLID WASTE COLLECTION AND CURBSIDE
RECYCLING SERVICES**

RECOMMENDATION:

It is recommended that the City Council:

1. Conduct a Public Hearing and accept oral and written protests (a protest must be submitted in writing and consistent with the instructions provided in the public notice);
2. Declare the results of a noticed protest and proceeding and approving certain actions for rates, fees, and charges for solid waste collection and curbside recycling services.

BACKGROUND:

Bertolotti Disposal Incorporated provides solid waste collection and curbside recycling services to Newman residents and businesses per a 2002 contract agreement with the City of Newman. The current rates for service have remained unchanged since 1998. While the City of Newman is not required to follow Proposition 218 guidelines for a rate increase, staff is recommending that the City elect to proceed forward with the proposed rate increase in compliance with its provisions. In general, the intent of Proposition 218 is to ensure that all taxes and most charges of property owners are subject to voter approval. The City Council passed resolution No. 2009-67 on November 10, 2009 authorizing the initiation of proposition 218 proceedings.

ANALYSIS:

Proposition 218 requires that the City send written notice by mail of the proposed fee or charge to each rate payer. The written notice will need to include the amount of the rates, the reason for the fee or charge, and the date, time and location of a public hearing. The public hearing will need to be conducted not less than 45 days after mailing the notices. If written protests against the proposed fee or charge are presented by a majority of owners of the identified parcels, the agency shall not impose the fee or charge; this process serves to validate the rates.

The special notice proceeding consisted of a mailed notice (see attached) distributed to the rate payers of record within the City and established a date and time to hold a public hearing to consider all protests against the proposed rates, fee and charges. To date we have received 3 written protest (as of 02/04/10), an up to date count will be present at the council meeting including any received that night.

FISCAL IMPACT:

There is no cost associated with this item.

CONCLUSION:

Staff recommends that we declare the results of a noticed protest and proceeding and approving certain actions for rates, fees, and charges for solid waste collection and curbside recycling services. Should the item be approved, a new contract for Bertolotti Disposal Incorporated will be drafted and forwarded to the Council for action.

Respectfully Submitted:



Michael E. Holland
City Manager

CITY OF NEWMAN NOTICE OF PUBLIC HEARING

Notice of Public Hearing on Rate Increase for Solid Waste Collection, Curbside Recycling and Street Sweeping Service

February 9, 2010 at 7:00 PM
Council Chambers, 1200 Main Street, Newman

Notice of Public Hearing in conformance with Article XIID of the California State Constitution and the Proposition 218 Omnibus Implementation Act

In compliance with Article XIID of the California State Constitution and the Proposition 218 Omnibus Implementation Act, the City of Newman is hereby notifying all affected rate payers of the proposed Rate Increase covering Solid Waste Collection, Curbside Recycling and Street Sweeping Services.

Public Hearing Information

A Public Hearing will be held on February 9, 2010 at 7:00 PM, or as soon thereafter as may be heard, at the City of Newman Council Chambers located at 1200 Main Street in Newman. The City Council will conduct the public hearing on the proposed rate increases. At the time of the Public Hearing, the City Council will hear and consider all protests and objections concerning these matters and will consider and may adopt the increased rates and charges.

If you oppose the proposed rate increases, your protest must be submitted in writing, contain a description of the property you own, be signed by the property owner/rate payer and be received prior to the close of the Public Hearing to be considered. If written protests are submitted by a majority of the affected property owners/rate payers, the proposed rate increases may not be imposed. Please mail your written protest to City Clerk, City of Newman, P.O. Box 787, Newman, CA 95360 or deliver your written protest to City Clerk, City of Newman, 1162 Main Street, Newman, CA 95360.

Explanation of Rate Increases

Bertolotti Disposal Inc. provides Solid Waste Collection and Curbside Recycling Services to Newman residents and businesses per a 2002 Contract Agreement with the City of Newman. The maximum rate of service is set in accordance with Ordinance 98-6. The current rates remain unchanged since 1998. Due to increasing operational costs, fuel costs and tipping fees at the County's Fink Road landfill site, the following rates are proposed at this time. Rates include solid waste collection, bi-weekly curbside recycling and semi-monthly street sweeping.

Who Should I Call With Questions?

If you have questions regarding the proposed solid waste collection services rate increases, please call Mike Maier at (209) 862-3725.

Notice from City Attorney

While it has been determined that rate increases to the above-mentioned service are not subject to the Proposition 218 Omnibus Implementation Act, the City has elected to proceed forward with the proposed rate increase in compliance with its provisions.

Solid Waste Collection Service Rates

Code	Service Description	Pick-Up Frequency	Current	Proposed
1	(1) 90 Gallon Can	1 X Week	\$16.33	\$19.46
2	(1) 60 Gallon Can	1 X Week	\$11.15	\$13.29
3	Walk-In Garbage Service	1 X Week	\$15.10	\$17.99
4	60 Gallon Walk-In, Disabled	1 X Week	\$10.40	\$12.39
5	90 Gallon Walk-In, Disabled	1 X Week	\$11.70	\$13.94
6	(2) 60 Gallon Cans	1 X Week	\$22.30	\$26.57
7	(2) 90 Gallon Cans	1 X Week	\$32.66	\$38.91
8	1/3 of 90 Gallon Can	1 X Week	\$5.45	\$6.49
9	(3) 90 Gallon Cans	1 X Week	\$48.99	\$58.37
10	(3) 60 Gallon Cans	1 X Week	\$33.45	\$39.86
11	(16) 90 Gallon Cans	1 X Week	\$261.28	\$311.32
15	1 Cubic Yard Bin	1 X Week	\$37.41	\$44.57
16	2 Cubic Yard Bin	1 X Week	\$60.56	\$72.16
17	3 Cubic Yard Bin	1 X Week	\$83.62	\$99.63
18	4 Cubic Yard Bin	1 X Week	\$107.04	\$127.54
19	(2) 3 Yard & (1) 4 Yard	1 X Week	\$274.28	\$326.80
20	1 Cubic Yard Bin	2 X Week	\$63.53	\$75.70
21	2 Cubic Yard Bin	2 X Week	\$112.85	\$134.46
22	3 Cubic Yard Bin	2 X Week	\$161.97	\$192.99
23	4 Cubic Yard Bin	2 X Week	\$211.55	\$252.06
24	1/2 of 1 Yard Bin	1 X Week	\$18.71	\$22.29
26	1/6 of 2 Yard Bin	1 X Week	\$10.10	\$12.03
28	1/2 of 2 Yard Bin	1 X Week	\$30.28	\$36.08
29	1/2 of 2 Yard Bin	2 X Week	\$56.43	\$67.24
31	1/2 of 4 Yard Bin	1 X Week	\$53.52	\$63.77
33	1/3 of 2 Yard Bin	1 X Week	\$20.19	\$24.06
34	2/3 of 2 Yard Bin	1 X Week	\$40.38	\$48.11
40	(1) 4 Yard & (1) 2 Yard	1 X Week	\$167.06	\$199.05
41	(1) 4 Yard & (1) 2 Yard	2 X Week	\$324.40	\$386.52
42	(2) 90 Gallon & (1) 60 Gallon	1 X Week	\$43.81	\$52.20
43	(1) 60 Gallon & (1) 90 Gallon	1 X Week	\$27.48	\$32.74
49	(1) 4 Yard & (2) 3 Yard	2 X Week	\$535.49	\$638.04
50	(2) 2 Cubic Yard Bins	1 X Week	\$121.12	\$144.31
60	(2) 3 Yard Bins	2 X Week	\$323.94	\$385.97
61	(2) 3 Yard Bins	1 X Week	\$167.24	\$199.27
62	(2) 3 Yard & (1) 2 Yard	2 X Week	\$436.79	\$520.44
63	(2) 4 Yard Bins	2 X Week	\$423.10	\$504.12
64	(2) 4 Yard & (1) 2 Yard	2 X Week	\$535.95	\$638.58
65	(2) 3 Yard & (2) 4 Yard	2 X Week	\$747.04	\$890.10
66	(4) 4 Yard Bins	2 X Week	\$846.20	\$1,008.25
67	(4) 3 Yard Bins	2 X Week	\$647.88	\$771.95
68	1/3 of 2 Yard Bin & (1) 90 Gallon Can	1 X Week	\$36.52	\$43.51
69	6 Cubic Yard Bin	2 X Week	\$313.38	\$373.39
70	6 Cubic Yard Bin	1 X Week	\$165.41	\$197.09
71	1/2 of 4 Cubic Yard	2 X Week	\$105.78	\$126.04
72	(2) 6 Cubic Yard	(1) 1 X Week, (1) 2 X Week	\$478.79	\$570.48
73	1/2 of 90 Gallon	1 X Week	\$8.17	\$9.73
74	(2) 6 Cubic Yard	2 X Week	\$626.76	\$746.78
75	(2) 4 Cubic Yard	1 X Week	\$214.08	\$255.08
76	(1) 4 & (1) 3 Cubic Yard	2 X Week	\$373.52	\$445.05
77	(1) 6 Yard & (1) 4 Yard	2 X Week	\$524.93	\$625.45
78	4 Cubic Yard Bin, Senior	2 X Week	\$190.39	\$226.85
79	(3) 4 Yard Bins	2 X Week	\$634.65	\$756.19
80	(1) 6 Yard & (1) 4 Yard	1 X Week	\$272.45	\$324.62
81	(2) 4 Yard & (2) 2 Yard	2 X Week	\$648.80	\$773.05
82	(3) 4 Yard & (1) 2 Yard	2 X Week	\$747.50	\$890.65
83	(2) 2 Yard & (2) 4 Yard	2 X Week	\$648.80	\$773.05
84	(3) 4 Yard & (1) 2 Yard	2 X Week	\$747.50	\$890.65
85	(1) 4 Yard & (1/2) 4 Yard	1 X Week	\$160.56	\$191.31

Note: All rates will include bi-weekly curbside recycling and semi-monthly street sweeping service.

RESOLUTION NO. 2010-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN, CALIFORNIA,
DECLARING THE RESULTS OF A NOTICED PROTEST PROCEEDING AND APPROVING
CERTAIN ACTIONS FOR RATES, FEES AND CHARGES FOR SOLID WASTE
COLLECTION, CURBSIDE RECYCLING AND STREET SWEEPING SERVICES(S)**

The City Council of the City of Newman (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council called and duly held a noticed protest proceeding for the purpose of presenting to the qualified property owners and rate payers the proposition of increasing rates, fees and charges for solid waste collection, curbside recycling and street sweeping services(s) pursuant to Section 6, of Article XII D of the California Constitution; and,

WHEREAS, a mailed notice was distributed to the property owners and rate payers of record within the City as of the County's last equalized roll and the City latest rate payer database. The property owners and rate payers as of the close of the Public Hearing held on February 9, 2010 consented to the increase of rates, fees and charges for solid waste collection, curbside recycling and street sweeping services(s); and,

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CITY, AS FOLLOWS:

Section 1 The above recitals are true and correct.

Section 2 The canvass of the written protests cast at the noticed protest proceeding held on February 9, 2010, is hereby approved and confirmed.

Section 3 The proposition, presented to qualified property owners and rate payers for receipt by the City Clerk on February 9, 2010, each has received a notice. Of the qualified property owners and rate payers filing written protests at said noticed protest proceeding, the proposition has carried. The City Council is hereby authorized to take the necessary steps to effect the increased rates, fees and charges for solid waste collection, curbside recycling and street sweeping services(s) as authorized by the proposition.

Section 4 The City Clerk is hereby directed to enter this Resolution on the minutes of the City Council which shall constitute the official declaration of the result of such noticed protest proceeding.

Section 5 This Resolution shall become effective immediately upon its adoption.

Section 6 The City Clerk shall certify the adoption of this Resolution.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9th day of February 2010 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

I, _____ City Clerk of the City of Newman, County of Stanislaus, State of California do hereby certify that the foregoing Resolution No. _____ is a full, correct, and true copy of a resolution passed by the City Council of said City of Newman, a Municipal Corporation of the County of Stanislaus, State of California, at a regular meeting held on the _____ day of _____, 2010 and I further certify that said resolution is in full force and effect and has never been rescinded or modified.

DATED:

Deputy City Clerk
City of Newman

**REPORT ON PROPOSED ORDINANCE AMENDING TITLES 5 AND 8
OF THE NEWMAN MUNICIPAL CODE**

RECOMMENDATION:

1. Conduct Public Hearing
2. Conduct Second Reading of Ordinance #2010- , amending Titles 5 Zoning and 8 Health And Sanitation; Sections 5.01 General Zoning Provisions, 5.23 General Regulations, Conditions And Exceptions, and 8.06 Administrative Remedies, of The Newman Municipal Code.
3. Adopt said Ordinance and authorize staff to publish a summary of said ordinance.

BACKGROUND:

In fall 2009, staff met to discuss a potential ordinance that would require the inspection of residential properties at the time of sale or transfer, prior to close of escrow. On December 2, 2009, staff held a public meeting and met with local realtors to discuss ideas and obtain public input. On January 26, 2010, the City Council held the first reading of said ordinance.

ANALYSIS:

Potential property buyers need information about properties listed for sale or transfer in order to protect their safety and legal interest during the sale or transfer of said property. This proposed ordinance is intended to assist in, but not guarantee, the disclosure of information from City records about real property within the City. It is also the purpose of this ordinance to assist the City in abating public nuisances and enforcing established building and zoning ordinances by identifying properties in violation of City codes.

If passed, the ordinance will amend the code to include additional definitions and language that will require an exterior building inspection prior to the close of escrow or transfer of title for sale or exchange of residential property. This requirement will not stop the sale of a property; however, the current owner(s) on record (before or after sale – depending on when violations are found) will be held responsible for code violations that exist at the subject property; including but not limited to: penalties, fees and building permits.

FISCAL IMPACT:

1. Costs associated with the adoption of this ordinance are nominal.
2. An inspection application fee in the amount of \$120.00 will be required for all inspections to offset processing and staff time costs (this fee includes one (1) re-inspection)

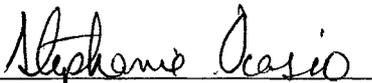
CONCLUSION:

This proposed ordinance will assist both the citizens and the City by providing important information about residential properties, any existing code violations and the abatement of said violations. Staff recommends approval of Ordinance 2010- amending Titles 5 Zoning and 8 Health And Sanitation; Sections 5.01 General Zoning Provisions, 5.23 General Regulations, Conditions And Exceptions, and 8.06 Administrative Remedies, of The Newman Municipal Code.

ATTACHMENTS:

1. Exhibit A – Proposed Ordinance #2010-

Respectfully submitted,



Stephanie Ocasio
Assistant Planner

REVIEWED/CONCUR



Michael Holland
City Manager

ORDINANCE NO. 2010-

**AN ORDINANCE OF THE CITY OF NEWMAN AMENDING
TITLES 5 ZONING AND 8 HEALTH AND SANITATION; SECTIONS 5.01 GENERAL
ZONING PROVISIONS, 5.23 GENERAL REGULATIONS, CONDITIONS AND
EXCEPTIONS, AND 8.06 ADMINISTRATIVE REMEDIES OF
THE NEWMAN MUNICIPAL CODE.**

WHEREAS, the City Council is concerned about the existence of substandard dwelling units within the City of Newman that are not in compliance with the City's building, zoning and health and safety codes and/or the City's permitting requirements; and

WHEREAS, the City Council is concerned that the existence of substandard dwelling units could compromise the public peace, health and safety and quality of life for Newman residents; and

WHEREAS, the City of Newman is desirous of drafting a comprehensive policy to heighten enforcement of its code requirements and bring dwelling units into compliance with the City's municipal code; and

WHEREAS, the City's fee for a residential inspection application report is \$120, and from this point forward shall be fixed and established by Resolution of the Newman City Council; and

WHEREAS, the proposed ordinance is not defined as a project under CEQA because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEWMAN DOES ORDAIN AS FOLLOWS:

SECTION 1.

Title 5, Chapter 5.01.070 of the Newman City Code is amended as follows:

5.01.070 Definitions.

For the purposes of this title certain terms are hereby defined. All definitions shall apply unless the context clearly indicates or requires a different meaning. Words used in the present tense shall include the future; words used in the singular shall include plural; the word "shall" is mandatory, and the word "may" is permissive. Definitions of the terms used in this title are as follows:

"A-frame sign" means a freestanding sign usually hinged at the top, or attached in a similar manner, and widening at the bottom to form a shape similar to the letter "A." Such signs are usually designed to be portable, hence they are not considered permanent signs.

"Abandoned sign" means any display remaining in place or not maintained for a period of 120 days or more which no longer advertises or identifies an ongoing business, product, or service available on the business premises where the display is located.

"Abutting" or "adjoining" means having district boundaries or lot lines in common.

"Accessory building" means a building or structure which is subordinate to, and the use of which is customarily incidental to, that of the main building, structure or use on the same site, not including arbors, patio covers, lath houses, pergolas, storage containers or similar structures. If any accessory building is attached to the main building by a common wall or connecting roof, such accessory building shall be deemed to be a part of the main building.

"Accessory residential unit (also known as secondary or second dwelling unit)" means an attached or detached dwelling unit that is located on a single lot with another primary dwelling unit and provides complete facilities for independent living for one or more persons. These facilities include permanent provisions for living, sleeping, cooking and sanitation.

"Accessory use" means a use incidental, related, appropriate and clearly subordinate to the main use of the site or building, which accessory use does not alter the principal use of the site.

"Acre, gross" means a measure of total land area of any lot including future streets, parks, and other land dedications.

"Acre, net" means the gross area of a site excluding:

1. Land to be dedicated for required rights-of-way, either public or private;
2. Land determined to be hazardous and unbuildable;
3. Land to be dedicated for schools and parks or other facilities dedicated for public use.

"Adult businesses" include the following:

1. Any business conducted for the entertainment of adults, engaged in the selling, renting, or displaying of publications depicting the specified anatomical areas or specified sexual activities described herein or other material of a sexually explicit nature.
2. A particular business at a particular location that sells, offers for sale, rents, exhibits, shows or displays specified anatomical areas or specified sexual activities in the form of a book, magazine, newspaper, pamphlet, film, video, or other form or medium, or sexually oriented devices intended for use in the specified sexual activities, which receives 25 percent or more of the gross revenue from or devotes 25 percent or more of the stock on hand or 25 percent or more of the gross floor area to such activity, is presumed to be engaging in "substantial or significant" conduct with respect to such activity.
3. Any business wherein the selling of any food or beverage served by employees engaged in partial or total nudity or exposed anatomical areas is conducted.
4. Any business conducted for the entertainment of adults wherein an employee, patron or any other person engages in or is shown specified sexual activities or exhibits or engages in partial or total nudity or otherwise exposes specified anatomical areas as set forth elsewhere in this Code.
5. Any business which, as a substantial or significant portion of its business, provides live or filmed entertainment wherein specified anatomical areas of the human anatomy are exposed.

"Agreement of sale" means any agreement or written instrument which provides that title to any property shall thereafter be transferred from one owner to another owner, including a lease with option to buy.

"Alley" means a public or private thoroughfare which affords a secondary means of access to abutting property.

"Alter" means to make a change in the exterior appearance or the supporting members of a structure, such as bearing walls, columns, beams, or girders, that will prolong the life of the structure. Routine maintenance is not considered an alteration.

"Animal, domestic" means a small animal of the type generally accepted as a pet, including dog, cat, rabbit, songbird, fish, and the like, but not including chicken, duck, goose, peafowl, goat, sheep, hog, horse or the like.

"Animal, exotic" means a wild animal not customarily confined or cultivated for domestic or commercial purposes but kept as a pet or for display.

"Animal hospital" means a place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel shall be limited to short-time boarding and shall be only incidental to such hospital use, and within an enclosed soundproof structure.

"Animal, large" means an adult animal larger than three and one-half feet in height or 250 pounds or more. This term includes horse, cow, and any other mammal customarily kept in a pen, corral or stable.

"Animal, small" means an animal no larger than three and one-half feet in height or less than 250 pounds. This term includes fish, bird, and any mammal customarily kept as a domestic pet within a dwelling unit.

"Animated or moving sign" means any sign which uses movement, lighting, or special materials to depict action or create a special effect or scene.

"Apartment" means any building or portion thereof which is designed and built for occupancy of four or more families.

"Arbor" means an arbor, patio cover, lath house, pergola, trellis or other similar structure without walls or a solid roof, intended specifically to enhance the appearance of the garden or which has a function relating to the use of outdoor space, but not including a house, garage, carport or storage

building; provided, that it is not located within the front-yard setback or side-yard setback area of a main building.

"Arcade" means any establishment operating or exhibiting six or more amusement devices. An amusement device is a machine operated for the purpose of gaming as a contest of skill, or for amusement of any description, for which a fee is charged.

"Attached sign" means any sign which is affixed to and made an integral part of a building or structure. Attached signs include, but are not limited to, wall signs, roof signs, and projecting signs, to distinguish them from freestanding and ground signs.

"Awning" means a temporary or permanent structure attached to, or supported by, a building, designed for aesthetics or shelter over a pedestrian or vehicular way and which may or may not project over public property.

"Balcony" means a platform that projects from the wall of a building, typically above the first level, and is surrounded by a rail, balustrade or parapet.

"Banner, flag, pennant or balloon" means any cloth, plastic, paper, or similar material used for advertising purposes attached to any structure, staff, pole, line, framing or vehicle, including captive balloons and inflatable signs but not including official flags of the United States, the State municipalities, official flags of foreign nations and nationally or internationally recognized organizations.

"Base density" means the number of dwelling units on a particular parcel of land which is in conformance with the General Plan and zoning.

"Basement" means any area of the building having its floor subgrade – i.e., below ground level – on all sides.

"Bed and breakfast inn" means an owner-occupied single-family dwelling where overnight lodging and a breakfast meal are provided to transient guests in a home atmosphere for compensation and where said accommodation is clearly subordinate to the primary residential function of the property.

"Block" means all property fronting upon one side of a street, between intersecting and intercepting streets, or between a street and railroad right-of-way, waterway, dead-end street or unsubdivided land. An intercepting street shall determine only the boundary of the block on the side of a street which it intersects.

"Blockface" means the properties abutting on one side of a street and lying between the two nearest intersecting or intercepting streets, or nearest intersecting or intercepting street, unsubdivided land, watercourse, or City boundary.

"Boardinghouse" means a dwelling other than a hotel where lodging or lodging and meals for three or more persons is provided for financial or other compensation.

"Breezeway" means a roofed, open-sided passageway connecting two structures, such as a house and a garage.

"Building" means any structure having a roof supported by columns or by walls and designed for the shelter, housing or enclosure of any person, animal, chattel or property of any kind and having a fixed location upon the ground.

"Building height" means the vertical distance from the finished grade to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or from average grade to the highest gable of a pitch or hip roof.

"Building, main" means a building in which is conducted the principal use of the lot and/or building site on which it is situated.

"Building setback line" means the minimum distance as prescribed by this title between any property line, and the closest point on the foundation or any supporting post or pillar of any building or structure related thereto.

"Building site" means a lot or parcel of land, in single or joint ownership, and occupied or to be occupied by a main building and accessory buildings, or by a dwelling group and its accessory buildings, together with such open spaces as are required by the terms of this title and having its principal frontage on a street, road, highway or waterway.

Business Frontage. "*Business Frontage*" The primary "business frontage" is that portion of the building elevation facing a street, parking lot or walkway in which the primary entrance to the building is located. All other business frontage is secondary business frontage. If more than one business is located in a single building, then such length shall be limited to that portion which is occupied by each individual business.

- "Business, retail" means the retail sale of any article, substance, service or commodity, within a building, but not including the sale of lumber or other building materials.
- "Business, wholesale" means the wholesale handling of any article, substance, service or commodity, but not including the handling of lumber or other building materials or the open storage or sale of any material or commodity, and not including the processing or manufacture of any product or substance.
- "Buyer" means any person, copartnership, association, corporation, fiduciary, or other legal or business entity which intends to sign an agreement or instrument which on its face appears to be legally binding or is intended to be legally binding, subject to specified conditions. Such agreement or instrument shall include, but is not necessarily limited to, a deposit receipt, seller's instructions, contract of sale, exercise of option to buy, or executed deed when there is no prior written agreement.
- "Canopy" means any fixed overhead shelter used as a roof, which may or may not be attached to a building and which does not project over public property.
- "Carport" means an accessory structure or portion of a main structure open on two or more sides designed for the storage of motor vehicles, without full enclosure.
- "Cemetery" means land used or intended to be used for the burial of the dead, and dedicated for such purposes, including columbariums, crematoriums, mausoleums and mortuaries, when operated in conjunction with and within the boundaries of such premises.
- "Charitable films" means commercials, motion pictures, television, or videotapes produced by a nonprofit organization, which qualifies under Section 501(c)(3) of the Internal Revenue Code as a charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of the film(s) or from showing the films, tapes or photographs.
- "City" means the City of Newman.
- "City Council" means the City Council of the City of Newman.
- "Clinic" means a place for the provision of group medical services.
- "Club" means an association of persons for some common nonprofit purpose, but not including groups organized primarily to render a service which is customarily carried on as a business.
- "Collection buildings" means buildings with a gross floor area of 225 square feet or less used for the deposit and storage of recyclables.
- "College" means an educational institution offering advanced instruction in any academic field beyond the secondary level, but not including trade schools or business colleges.
- "College, trade." See "educational institutions."
- "Combining district" means any district in which the general district regulations are combined with those special districts defined in NCC 5.02.010 for the purpose of adding additional special regulations.
- "Commercial office" means any administrative or clerical office maintained as a business and any office established by a public service over which this chapter has jurisdiction.
- "Communications equipment building" means a building housing electrical and mechanical equipment necessary for the conduct of a public communication business, with or without personnel.
- "Conditional use" means a use generally compatible with other uses in a zoning district which requires individual review of its location, design, configuration and density and intensity and may require imposition of conditions to ensure the appropriateness of the use at a particular location.
- "Convalescent home." See "rest homes or homes for the aged."
- "Court" means an open, unoccupied space, other than a yard, on the same lot with a building or group of buildings and which is bounded on two or more sides by such building or buildings.
- "Coverage, lot or site" means the percentage of a site covered by a roof and any soffit, trellis, eave or overhang extending more than two and one-half feet from a wall, and/or by a deck more than 30 inches in height.
- "Cultural resource" means improvements, buildings, structures, signs, features, sites, landscapes, trees or other objects of scientific, aesthetic, educational, cultural, architectural or historical significance to the citizens of the City, the Central Valley, the Northern California region, the State as a whole, or the Nation which may be eligible for designation or designated and determined to be appropriate for historic preservation by the Architectural Review Commission, or by the City Council on appeal, pursuant to the provisions of this chapter.

~~Day, Working and Calendar.~~ "*Day, Working and Calendar*" For purposes of applying time periods within the context of this title, a period of 10 days or less will utilize a "working day" standard and 11 or more days will utilize a "calendar day" standard. A "working day" shall mean Monday through Friday except where one of these days is a recognized holiday and the City of Newman Business Offices are not open to conduct public business. "Calendar day" is considered any consecutive span of 24-hour days within a 365-day calendar.

"Deck" means a platform, either freestanding or attached to a building, that is supported by pillars or posts. See also "balcony."

"Demolition" means any act or process that destroys in whole or in part a building or structure.

"Design Review Committee" means the Architectural Review Committee of the City.

"Development" means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

"Dilapidated sign" means any sign or element of a sign which is excessively weathered or structurally unsound, or where the copy can no longer be seen or understood by a person with normal eyesight under normal viewing conditions.

"District" means a portion of the City within which certain uses of land and buildings are permitted or prohibited and within which certain yards and other open spaces are required and certain height limits are established for buildings, all as set forth and specified in this title.

"Driveway" means a paved area on a lot necessary to provide direct access for vehicles between a street and either:

1. An area on a residential lot containing four or fewer parking spaces;
2. An aisle adjacent to parking spaces and providing access to a parking lot;
3. A loading berth; or
4. A refuse storage area.

"Dump" means a place used for the disposal, abandonment or discarding by burial, incineration or by any other means of any garbage, sewage, trash, refuse, rubble, waste material, offal or dead animals.

"Duplex." See "dwelling, two-family or duplex."

"Dwelling" means a building or portion thereof designated and used exclusively for residential occupancy, including one-family, two-family, three-family dwellings and apartments, multiple-family dwellings, but not including hotels, motels or boarding houses.

"Dwelling groups" means a group of two or more detached or semi-detached, one-family, two-family or multiple dwellings occupying a parcel of land in one ownership and having any yard or court in common.

"Dwelling, multiple" means a building or portion thereof, used and designed as a residence for four or more families living independently of each other and doing their own cooking in said building, including apartment houses, apartment hotels and flats, but not including motels, boarding houses and hotels.

"Dwelling, single-family" means a building designated for, or used to house not more than one family, including all necessary employees of such family.

"Dwelling, two-family (halfplex)" means a building designed for occupancy by two families living independently of each other, where each dwelling unit is attached and located on a lot which may be separately owned or conveyed.

"Dwelling, two-family or duplex" means a building containing not more than two kitchens, designed and/or used to house not more than two families, living independently of each other, including all necessary employees of each such family.

"Dwelling, three-family or triplex" means a building containing not more than three kitchens, designed and/or used to house not more than three families, living independently of each other, including all necessary employees of each such family.

"Dwelling unit" means one or more rooms, a kitchen, and a restroom designed for occupancy by one family for living and sleeping purposes.

"Educational institutions" means public or other nonprofit institutions conducting regular academic instruction at preschool, kindergarten, elementary, secondary and collegiate levels, and including graduate schools, universities, nonprofit research institutions and religious institutions. Such

institutions must either offer general academic instruction equivalent to the standards prescribed by the State Board of Education, confer degrees as a college or university of undergraduate or graduate standing, conduct research, or give religious instruction. This definition does not include schools, academies or institutes, incorporated or otherwise, which operate for a profit, nor does it include commercial or trade schools.

"Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a public roadway, street, sidewalk, right-of-way or floodplain which may impede or alter the flow capacity of a floodplain.

"Exterior (building or improvement)" means an arrangement and components of all of the outer surfaces of a building or improvement including, but not limited to, the kind, color and texture of the building materials and the type and style of all windows, doors, lights, signs and other fixtures appurtenant to such improvement.

"Family" means a reasonable number of persons occupying a dwelling, as determined by State housing code occupancy standards, living as a single housekeeping unit. A family shall be deemed to include live-in household support staff, if any.

"Fast food restaurant" means a food establishment at which customers order from a menu board and pay for food at time of order.

"Fence" means any structural device forming a physical barrier by means of hedge, wood, mesh, chain, brick, stake, plastic or other similar materials.

"Floor area, gross" means the total area of all floors in a building as measured to the outside surface of exterior walls or to the centerline of common walls. It excludes any crawl space, area used exclusively for vehicle parking or loading, breezeway, attic without floor, and any open porch, deck, balcony or terrace.

"Floor area, net" means the total area of all floors in a building as measured to the outside surface of exterior walls or to the centerline of common walls. It excludes any crawl space, area used exclusively for vehicle parking or loading, breezeway, attic without floor, and any open porch, deck, balcony or terrace. It also excludes any corridor, hallway, stairways, elevator shafts at each floor level, service and mechanical equipment rooms, and basement or attic areas having a height of more than seven feet, and, in industrial areas, storage sheds with less than 150 square feet of space, bunkers, electrical substations, smoking shelters, instrument shelters and similar enclosures.

"Floor area ratio (FAR)" means the ratio of the gross square footage of a building permitted on a lot to the net square footage of the lot.

"Freestanding pole sign" means a freestanding sign independently supported by one or more poles, columns, or uprights to be located immediately adjacent to the road right-of-way. The guideline for setback shall be 10 feet from the property line immediately abutting the road right-of-way.

"Frontage" means the property line of a site abutting on a street, other than the side line of a corner lot.

~~Frontage, Building.~~ "*Frontage, Building*" The frontage of a building is the maximum horizontal dimension of that side of a building abutting on or generally parallel to the front lot line or, in the case of a corner building, the combined maximum horizontal dimensions of the sides of the building abutting or generally parallel to the front lot line and the corner side line.

~~Frontage, Street.~~ "*Frontage, Street*" The "street frontage" is the length of the front lot line or, in the case of a corner lot, the front lot line plus the corner side lot line.

"Garage or carport" means accessible and usable covered space of not less than nine feet by 20 feet each for a storage of motor vehicles.

"Garage, repair" means a structure or part thereof, other than a private garage, where motor vehicles are repaired or painted.

"Garden structure" means an arbor, deck, fountain, lath house, pergola, raised planting bed, trellis or other similar structure intended specifically to enhance the appearance of the garden or which has a function relating to the use of outdoor space, but not including a house, garage, carport or storage building.

"General Plan" means the City of Newman General Plan, as amended.

"Grade, average" means the average level on the surface defined as the shortest distance between finished grade at the highest and lowest sides of a structure.

- "Grade, existing" means the level of the ground or pavement at a stated location as it exists prior to disturbance in preparation for a project regulated by this title.
- "Grade, finished" means the lowest point of elevation of the finished surface of the ground, paving or sidewalk within the area between the building and the property line or, when the property line is more than five feet from the building, between the building and a line five feet from the building.
- "Grade, street" means the top of the curb, or the top of the edge of the pavement or traveled way where no curb exists.
- "Guesthouse" means detached living quarters of a permanent type of construction and without kitchens or cooking facilities, and where no compensation in any form is received or paid.
- "Hazardous waste" means any waste, or combination of wastes as specified in Title 22 of the California Code of Regulations, which because of its quantity, concentration, physical, chemical or infectious characteristics may either cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating irreversible illness, or pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of, or otherwise managed.
- "Height" means the vertical dimension measured from finished grade, unless otherwise specified.
- "Height of building" means the vertical distance from the average level of the highest and lowest point of that portion of the lot covered by the building to the topmost point of the roof, excluding elevator equipment rooms, ventilating and air conditioning equipment.
- "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- "Highway-oriented use" means any professional, retail/commercial, or industrial use located on property within 200 feet of the State Highway 33 right-of-way.
- "Historic district" means any area containing a concentration of improvements which have a special character, historical interest or aesthetic value, which possess integrity of location, design, setting, materials, workmanship, feeling and association, or which represent one or more architectural periods or styles typical of the history of the City, and that has been designated a historic district.
- "Home occupation" means a use or activity in any R District that is incidental, secondary and in addition to the principal use of a lot or site as a residence, conducted on the site of such residence, and established in accordance with the provisions of Chapter 5.20 NCC.
- "Hotel" See "motel or hotel."
- "Household pets" means domestic animals ordinarily permitted in a place of residence, kept for company and pleasure, such as dogs, cats, domestic birds, guinea pigs, white rats, rabbits, mice and other similar animals generally considered by the public to be kept as pets, excluding fowl and not including animals maintained as part of a formal school or 4-H sponsored youth animal husbandry project. For one-family residences, three adult dogs maximum, three adult cats maximum, two adult rabbits maximum, domestic birds and other similar animals are permitted, where the total number of adult animals in one place of residence shall not exceed 10. For multiple-family residences, including mobile homes in mobile home parks, one adult dog maximum, one adult rabbit maximum, two adult cats maximum, domestic birds and other similar animals are permitted, where the total number of adult animals in one place of residence shall not exceed five. For purposes of this definition "adult" shall mean an animal that is weaned from its mother and more than six months of age.
- "Illumination, direct" means illumination by means of light that travels directly from its source to the viewer's eye.
- "Illumination, indirect" means illumination by means only of light cast upon an opaque surface from a concealed source.
- "Junk" means any old iron, brass, wire, copper, tin, lead, or any other scrap metals, and any rags, papers, trash, cardboard, bags, lumber, bottles, bones, and old parts of bicycles, tricycles, baby carriages, automobiles, other vehicles or machinery, or other scrap materials, and also bicycles, tricycles, baby carriages, automobiles, other vehicles or machinery, dismantled for salvage or "wrecked," and similar personal property ordinarily classified as junk, all regardless of whether the same is being held for sale or storage.

- "Junk yard" means more than 100 square feet of the area of any lot used for the storage of junk, including scrap metals, salvage or other scrap materials, or for the dismantling or "wrecking" of automobiles or other vehicles or machinery, whether for sale or storage.
- "Kennel" means any lot or premises on which four or more dogs and/or cats at least four months of age are kept, boarded or trained, whether in special buildings or runways or not. Also, it can be an establishment for the breeding of these animals.
- "Kitchen" means any room or part of a room which is designed, built, used, or intended to be used for food preparation and dish washing; but not including a bar, butler's pantry or similar room adjacent to or connected with a kitchen.
- "Landscape" means to plant and maintain some combination of trees, ground cover, shrubs, vines, flowers or lawn. Required landscaping may include natural features such as existing or imported rock and structural features including fountains, pools, artwork, screens, walls, fences or benches. A landscaped area may also include a walkway or concrete plaza if it is an integral part of the elements of landscaping described above. Plants on rooftops, porches, or in boxes attached to buildings are not considered landscaping.
- "Landscape area" means a maintained area comprised principally of live vegetative matter (plants, shrubs, ground cover, trees, etc.) with no more than 20 percent covered by nongrowing or nonvegetative matter (rocks, bark, concrete, etc.) after three years of growth.
- "Landscaping" means the placement of materials such as grass, flowers, ground cover, shrubs, hedges, trees, decorative walls and fences, and berms within a designated area.
- "Lodge" means an order or society of persons organized for some common nonprofit purpose, but not including groups organized primarily to render a service which is customarily carried on as a business.
- "Logo" means a trademark or company name symbol.
- "Lot" means a site or parcel of land.
- "Lot area" means the horizontal area within the property lines excluding public-access corridors, vehicular easements, and areas to be included in future street rights-of-way as established by easement, dedication, or ordinance.
- "Lot, average width" means the average horizontal distance between the side lot line measured at right angles to the lot depth, at the required front setback line.
- "Lot depth" means the average horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines.
- "Lot front" means the shortest dimension of a lot fronting on a street.
- "Lot, interior" means a lot other than a corner lot.
- "Lot line" means a line separating the front from a street; the side from a street or adjoining property.
- "Lot rear" means the lot boundary opposite or approximately opposite the lot front; in the case of a triangular or gore-shaped lot, a line 10 feet in length, within the lot, parallel to and at the maximum distance from the front line of the lot.
- "Lot side" means any lot boundary not a front or rear lot line.
- "Lot, through" means a lot having frontage on two parallel or approximately parallel streets.
- "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."
- "Manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by this community.
- May.** "May", "May" is permissive; "shall" is mandatory.
- "Medical building" means clinics or offices for doctors, dentists, oculists, chiropractors, osteopaths, chiropodists or similar practitioners of the healing arts, including accessory laboratories and a prescription pharmacy, but not including offices for veterinarians.
- "Mobile recycling unit" means an automobile, truck, trailer, or van, licensed by the State Department of Motor Vehicles which is used for the collection of recyclable materials, including the bins, boxes

- or containers transported by trucks, vans or trailers and used for the collection of recyclable materials.
- "Mobile home" means a structure having multiple sections equaling or exceeding exterior dimensions of eight feet in width and 40 feet in length, having a chassis and designed to be movable, with kitchen, bathroom and living facilities, designed for use as a single-family dwelling when connected to appropriate utility lines, with or without a permanent foundation.
- "Mobile home parks" means any parcel or contiguous parcels of land under single ownership, designed or intended to be used to accommodate mobile homes on a permanent or semi-permanent basis.
- "Motel or hotel" means a single building or a group of detached or semi-detached buildings containing guest rooms or guest apartments, which group is designed and used primarily for the accommodation of transient travelers.
- "Motion picture and television filming" means all activity relevant to staging or shooting commercial motion pictures, television shows or programs, and commercials.
- "Natural feature" means any tree, plant life, water feature, or rock outcropping.
- "News media" means filming or videotaping for the purpose of spontaneous, unplanned television news broadcast by reporters, photographers or cameramen.
- "Nonconforming sign" means a sign, outdoor advertising structure, or display of any character that was lawfully erected or displayed, but that does not conform with currently applicable requirements prescribed for the district in which it is located by reason of adoption or amendment of this title, or by reason of annexation of territory to the City.
- "Nonconforming structure" means a structure that was lawfully erected but which does not conform with the currently applicable requirements and standards for yard spaces, height of structures, or distances between structures prescribed in the regulations for the district in which the structure is located by reason of adoption or amendment of this title, or by reason of annexation of territory to the City.
- "Nonconforming use" means a lawful use of land which no longer conforms to the provisions of this title.
- "Nursery school" means a school, family day care facility or the use of a site or a portion of a site for an organized program devoted to the education or day care of five or more pre-elementary school-age children, including those residents on the site.
- "Nursing home" means a structure operated as a boardinghouse in which nursing, dietary and other personal services are rendered to convalescents, not including persons suffering from contagious diseases, and in which surgery is not performed and primary treatment, such as customarily is given in hospitals and sanitariums, is not provided. A convalescent home shall be deemed a nursing home.
- "Off-street loading facilities" means a site or portion of a site devoted to the loading or unloading of motor vehicles or trailers, including loading berths, aisles, access drives, and landscaped areas.
- "Off-street parking" means a parking area located off any public right-of-way, alley, or private street which shall be provided as required by this title.
- "Off-street parking facility or lot" means a site or a portion of a site devoted to the off-street parking of motor vehicles, including parking spaces, aisles, access drives and landscaped areas.
- "Office" means a business establishment for rendering of service or administration, but excluding retail sales.
- "Open space – usable" means any area within a lot or parcel which is not covered with a structure.
- "Ordinary maintenance and repair" means any work, for which a building permit is not required by law, where the purpose and effect of such work is to correct any deterioration of or damage to a structure or any part thereof and to restore the same to its condition prior to the occurrence of such deterioration or damage.
- "Outdoor advertising structure" means any structure of any kind or character erected or maintained for outdoor advertising purposes, upon which any outdoor advertising sign may be placed, located on a site other than the site on which the advertised product is produced.
- "Outdoor storage" means storage outside of a building of material not intended for immediate sale or exhibition.
- "Owner" means any person, copartnership, association, corporation, fiduciary, or other legal or business entity having legal or equitable title or any interest in any residential property.*

"Parking district" means a government parking district maintained by the Federal, State, County or City government, or special district.

"Parking space" means an area for parking of a motor vehicle, plus those additional areas and facilities required to provide safe access to and from said space. The area set aside for a parking space must be usable and accessible for the type of parking need that must be satisfied within the context of this title.

"Permitted" means allowed without a requirement for approval of a conditional use permit or temporary use permit.

"Person" includes any individual, City, county or City and county; partnership, corporation, cooperative, association, trust or any other legal entity, including the State of California and the Federal Government.

"Planning Commission" means the Planning Commission of the City of Newman.

"Planning Department" means the Planning Department of the City of Newman.

"Planning Director" means the Planning Director of the City of Newman.

"Porch" means a covered platform, usually having a separate roof, at an entrance to a dwelling, or an open or enclosed gallery or room, which is not heated or cooled, that is attached to the outside of a building.

"Preexisting" means in existence prior to the effective date of the ordinance codified in this chapter.

"Preservation" means the act or process of applying measures to sustain the existing form, integrity and material of a building or structure and the existing form and vegetative cover of a site.

"Private open space" means an open area outside of a building adjoining and directly accessible to a dwelling unit, reserved for the exclusive use of residents of the dwelling unit and their guests.

"Processing facility" means a building or enclosed space used for the collection and processing of recyclable material, and/or used motor oil, by such means as flattening, mechanical sorting, compacting, bailing, shredding, grinding, crushing and cleaning.

1. A light-processing facility occupies less than 45,000 square feet and includes equipment for baling, briquetting, crushing, compacting, grinding, shredding and sorting of source-separated recyclable materials, except ferrous metals other than food and beverage containers, and repairing of reusable materials.
2. A heavy-processing facility is any processing facility other than a light-processing facility.

"Project" means any proposal for new or changed use, or for new construction, alteration, or enlargement of any structure, that is subject to the provisions of this chapter.

"Public utility service yard" means a site or portion of a site on which a public utility company may store, house and/or service equipment such as service trucks and other trucks and trailers, pumps, spools of wire, pipe, conduit, transformers, cross-arms, utility poles or any other material, tool or supply necessary for the normal maintenance of the utility facilities.

"Railroad right-of-way" means a strip of land of a maximum width of 100 feet only for the accommodation of main lines or branch line railroad tracks, switching equipment and signals, but not including lands on which stations, offices, storage buildings, spur tracks, sidings, section gang and other employee housing, yards or other uses are located.

"Reconstruction" means the act or process of reproducing by new construction the exact form and detail of a vanished building, structure or object, or a part thereof, as it appeared at a specific period of time.

"Recreational vehicle" means a vehicle which is:

1. Built on a single chassis;
2. Four hundred square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Recyclable material" means reusable material including, but not limited to, metals, glass, plastic and paper which are intended for reuse, remanufacture, or reconstitution for the purpose of using the altered form. "Recyclable material" does not include refuse or hazardous materials, but may include used motor oil.

"Recycling facility" means a center for the collection and/or processing of recyclable materials.

"Rehabilitation" means the act or process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those portions or features of the property which are significant to its historical, architectural and cultural values.

"Residence" means a structure containing a dwelling unit designed for occupancy or occupied by one family or more.

"Residential care facility" means a structure or dwelling unit used for residential purposes as defined in State law that is licensed by the State of California for six or fewer residents and is exempt from local regulation under the licensing provisions of State law.

"Residential property" means any unimproved or improved real property or portion thereof situated in the City limits, designed or permitted to be used for dwelling purposes, and shall include any/all additional buildings and structures located on said real property. This includes any real property being offered for sale, trade, transfer, or exchange as residential, whether or not it is legally permitted and/or zoned for such use.

"Rest homes or homes for the aged" means establishments or homes intended primarily for the care and nursing of invalids and aged persons, excluding cases of communicable diseases and surgical or obstetrical operations. Any premises licensed under Section 1253 or other applicable section of the Health and Safety Code of the State of California. The term shall not include nursing homes.

"Restaurant" means an establishment which serves food or beverages primarily to persons seated within the building. This includes cafes and tearooms and outdoor cafes.

"Restoration" means the act or process of accurately recovering the form and details of a property and its setting as it appeared at a particular period of time by means of the removal of later work or by the replacement of missing earlier work.

"Reverse vending machine" means an automated mechanical device that accepts at least one or more types of empty beverage containers including aluminum cans, glass and plastic bottles, and issues a cash refund or a redeemable credit slip. A "reverse vending machine" may sort and process containers mechanically; provided, that the entire process is enclosed within the machine.

1. A single-feed reverse vending machine is designed to accept individual containers one at a time.
2. A bulk reverse vending machine is designed to accept more than one container at a time and to compute the refund or credit due on the basis of weight.

"Reversed corner lot" means a corner lot, the street side of which is substantially a continuation of the front lot line of the lot upon which it rears.

"Room, habitable" means a room meeting the requirements of the Uniform Building Code and Uniform Housing Code for its intended use (e.g., sleeping, living, cooking, or dining), excluding such enclosed places as closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage spaces, cellars, utility rooms, garages, and similar spaces.

"Rooming house." See "boardinghouse."

"School, elementary, middle or junior high or high" means public and other nonprofit institutions conducting regular academic instruction at kindergarten, elementary and secondary levels. Such institutions shall offer general academic instructions equivalent to the standards prescribed by the State Board of Education.

"School, private or parochial" means an institution conducting regular academic instruction at kindergarten, elementary or secondary levels, operated by a nongovernmental organization.

"Screening" means the provision of a minimum six-foot-high living or nonliving buffer designed to diffuse noise, glare and negative visual impacts. Living screening shall have a minimum depth of three feet.

"Secondary residential unit." See "accessory residential unit."

"Seller" means any person, company, partnership, association, corporation or fiduciary having legal or equitable title of any interest in the property or the designated representative of the seller.

"Service station" means an occupancy engaged in the retail sales of gasoline, diesel or liquefied petroleum gas fuels, oil, tires, batteries and new accessories, and which provides for the servicing of motor vehicles and operations incidental thereto, including automobile washing, incidental waxing and polishing, tire changing and repairing (but not including recapping), battery service, charging and replacement (but not including repair or rebuilding), radiator cleaning, flushing and repair,

installation of minor accessories, lubrication of motor vehicles, rental of utility trailers, and the testing, adjustment and replacement of motor parts and accessories.

"Setback line" means a line established by this title to govern the placement of buildings or structures with respect to lot lines, streets or alleys.

~~Shall.~~ "Shall", "shall" is mandatory; "may" and "should" are permissive.

"Shared open space" means an open area within a residential development reserved for the exclusive use of residents of the development and their guests.

"Shopping center" means a unified group of retail businesses and service uses on a single site with common parking facilities. A "shopping center" may include pads for future buildings.

~~Side and Front of Corner Lots.~~ "*Side and Front of Corner Lots*" For the purpose of this title the narrowest frontage of a corner lot facing the street is the "front," and the longest frontage facing the intersecting street is the "side," irrespective of the direction in which the dwelling faces.

"Sign approval" means an approval issued by the Planning Department to any person or entity authorized by this chapter to erect a sign, except as exempted. A building permit issued by the Building Department may also be required prior to a sign being lawfully erected.

"Sign area" means the entire face of a sign, including the surface and any framing, projections or molding, but not including the support structure. Where a sign consists of letters individually attached to or painted on the wall of a building or structure where there is no distinguishable frame or border, the sign area will be considered that area around all words and symbols enclosed by no more than eight lines.

Sign Types.

1. Business Identification Sign. A sign that serves to identify only the name and address of the premises, business, building or portion of building upon which it is located and includes no other advertising such as product lists, phone numbers and hours of operation. Such a sign may include a logo or business symbol.
2. Construction Sign. Signs located on a site during construction, which informs of new buildings, opening dates, leasing opportunities, and/or identifies the architects, engineers, contractors, and financiers.
3. Directional Sign. Any sign erected for the sole purpose of providing direction to the general public. Directional signs include, but are not limited to, signs that: denote the route to any City, community facility, historic place, or hospital; signs directing and regulating traffic; signs directing visitors to any tourist-oriented business; notices of any utility or transmission company necessary for the direction or safety of the public; and signs, notices or symbols as to the time and place of civic meetings.
4. Freestanding or Ground Sign. Any sign supported by structures or supports, placed or anchored in the ground and that is independent from any building or other structure.
5. Grand Opening Sign. A sign used by newly established businesses to inform the public of their location and services.
6. Ground Sign. A ground sign is a freestanding sign six feet or less in height.
7. Incidental Sign. A small sign pertaining to goods, products, services or facilities that are available on the premises where the sign occurs and intended primarily for the convenience of the public.
8. Nameplate Sign. A sign attached to a building that designates the name and/or address of a business, and/or the words "entrance" or "exit."
9. Marquee. A permanent roofed structure attached to and supported by a building and projecting over public property.
10. Monument Sign. A specific type of ground sign supported from grade to the bottom of the sign with the appearance of having a solid base. These signs are generally located at the primary entry points to a project, and identify the name of a center or group of buildings rather than that of an individual tenant.
11. Off-Site Advertising on Billboard. Any sign advertising an establishment, merchandise, service, or entertainment, which is not sold, produced, manufactured, or offered at the property on which the sign is located.
12. Open House Sign. A temporary sign that identifies a building for sale or lease which is open and available for inspection, and sets forth no other advertisement.

13. Portable Sign. Any sign not permanently attached to the ground or other permanent structure, or uses that depend on frequently changing events.
14. Projecting Sign. Any sign permanently attached to a building and projecting at not more than four feet over a sidewalk or other pedestrianway. A projecting sign shall be a single perpendicular plane located not less than eight feet or more than 12 feet above a sidewalk or pedestrian walkway. Projecting signs shall be made of wood or wood-like material and shall not be directly illuminated. Each sign area is limited to six square feet per face.
15. Reader Board. A sign constructed so that individual letters or other advertising material can easily be changed, used only by businesses, activities or uses that depend on frequently changing events.
16. Special Events Sign. A temporary sign advertising or pertaining to any civic, patriotic, or special event of a general public interest taking place within the County.
17. Subdivision Directional Sign. A sign providing direction to a land development project within the City.
18. Temporary Sign. Nonilluminated signs which are designed to be displayed for a short period of time; are not permanently affixed to a building or property; and/or are constructed of lightweight materials such as paper, cloth, cardboard, wallboard, etc.
19. Window Sign. Any sign that is painted, applied or attached to a window or located in such a manner that it can be seen from the exterior of the structure.

"Signs" means any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of a person or entity, or communicate information of any kind to the public.

"Site" means a lot, or group of contiguous lots not divided by a street, other right-of-way, or City limit, that is proposed for development in accord with the provisions of this chapter, and is in a single ownership or under unified control.

"Site area" means the total horizontal area included within the property lines of a site.

"Specific plan" means a plan for a defined area that is consistent with the General Plan and with the provisions of the California Government Code authorizing specific plans.

"Storage containers" shall mean any container (metal or otherwise) previously used as a shipping/cargo container, including but not limited to: all trailers and/or shipping containers manufactured with or without axles and wheels; boxcars; box vans that have been disconnected from a chassis; busses; cargo containers; mobile storage trailers; passenger coaches; "portable on-demand storage structures (PODS)"; semi-truck trailers; storage structures or cargo boxes designed or once serving as commercial shipping or truck trailers or boxes; shed-like containers; streetcar bodies or similar enclosures and rolling stock; temporary storage units; tents; trains; truck/tractor trailers; the parking of tractor-trailers or separate tractors or cargo boxes and/or any and all other portable structure that can be or is used for the storage of personal property of any kind or other similar use as determined by the Community Development Department.

"Story" means the portion of a building included between the upper surface of a floor and the upper surface of the floor next above. The topmost story is that portion of a building included between the upper surface of the topmost floor and the ceiling of the roof above.

"Story, half" means any story in which the floor area covers less than half of the building footprint. If the finished floor level directly above a usable or unused under-floor space is more than six feet above grade for more than 50 percent of the total perimeter or is more than 12 feet above grade at any point, such usable or unused under-floor space shall be considered a story.

"Street" means a public thoroughfare which affords principal means of access to abutting property, including avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare except an "alley" as defined herein.

"Street line" means the boundary between a street right-of-way and property.

"Structural alterations" means any change in the supporting members of a structure, such as bearing walls, columns, beams or girders.

"Structure" means anything constructed or erected, the use of which requires location on or in the ground, or attachment to something having location on the ground, excluding swimming pools, driveways, patios, parking spaces or nonpermanent structures such as tool sheds, hot tubs, spas and similar movable structures.

"Swimming pools, fish ponds and hot tubs" means water-filled enclosures having a depth of 18 inches or more used for swimming or recreation or as a landscape feature.

"Trailer court" means land or premises used or intended to be used, let or rented for occupancy by one or more trailers, camp cars or movable dwellings, rooms or sleeping quarters of any kind, including trailer parks and mobile home parks.

"Trailer sales lot" means an open area where trailers are sold, leased or rented, and where no repairs, repainting or remodeling are done.

"Trailer, utility" means a vehicle with or without motive power, designed and constructed to travel on the public thoroughfares in accordance with the provisions of the State Vehicle Code, and to be used only for carrying property.

"Transmission line" means an electric power line bringing power to a receiving or distribution substation.

"Travel trailer" means a vehicle with or without motive power, designed and constructed to travel on the public thoroughfares in accordance with provisions of the State Vehicle Code, designed for human habitation, with no footing or foundation other than wheels and temporary stabilizing units, with exterior dimensions less than eight feet in width and less than 40 feet in length. The terms "camper" and "motor home" are included within the meaning of the term "travel trailer."

"Travel trailer parks" means a parcel, or contiguous parcels of land under single ownership, designed or intended to be used to accommodate travel trailers on a transient basis (one month continuous occupancy or less).

"Use" means the purpose for which land or a building is designed, arranged or intended or for which either land or building is or may be occupied or maintained.

"Use, accessory" means a use incidental or subordinate to and devoted exclusively to the main use of a lot or a building located on the same lot.

"Use, conditional" means a use which is listed as a conditional use in any given district in this title. Conditional uses may be required to meet certain requirements as a condition precedent to the granting of a use permit which will allow the establishing of a conditional use in any given district.

"Use, permitted" means a use which is listed as a permitted use in any given district in this title. Permitted uses need not meet special requirements as a condition precedent to be allowed to establish in a given district.

"Used" means arranged, designed, constructed, altered, rented, leased, sold, occupied, and intended to be occupied.

"Visible" means capable of being seen (whether or not legible) by a person of normal height and visual acuity walking or driving on a public road.

"Visitor-serving use" means a use that is oriented toward serving the traveling public including, but not limited to, hotels, motels, gas stations, and restaurants.

"Wetland" means an area that is inundated or saturated by water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

"Window, required" means an exterior opening in a habitable room meeting the area requirements of the Uniform Building Code and Uniform Housing Code.

"Yard" means an open space other than a court on the same lot with a building, which open space is unoccupied and unobstructed from the ground upward.
Yard Types.

1. Corner Side Yard. A side yard on the street side of a corner lot.
2. Yard, Front. A yard extending across the front of the lot between the side lot lines and measured from the front line of the lot to the nearest line of the building; provided, however, that if any Official Plan line has been established for the street upon which the lot faces, the front yard measurement shall be taken from such Official Plan line to the nearest line of the building.
3. Yard, Rear. A yard extending across the full width of the lot and measured between the rear line of the lot and the nearest line of the main building.
4. Yard, Side. A yard between the side line of the lot and the nearest line of the building and extending from the front line of the lot to the rear yard.

"Zoning Ordinance" means the Zoning Ordinance of the City of Newman, as amended. (Ord. 2009-8 § 1, 7-28-2009; Ord. 2000-1 §§ 1, 2, 3, 5-23-2000; Ord. 97-17, 10-28-1997)

SECTION 2.

A new section 5.23.160 entitled "Residential Resale Inspection Program" shall be added to Title 5, Section 5.23 General Regulations, Conditions and Exceptions, of the Newman Municipal Code.

Residential Resale Inspection Program

- A. *Intent. The City Council of the City of Newman finds that citizens and potential property owners need information about property proposed for sale or transfer in order to protect their safety and legal interest during the sale or transfer of property. It is one of the purposes of this section to assist in, but not guarantee, the disclosure of information from City records about real property within the City. It is also the purpose of this section to assist the City in abating public nuisances and enforcing established building and zoning ordinances by identifying properties in violation of the City codes.*
- B. *Disclosure Report Required. Prior to the close of escrow or transfer of title for sale or exchange of any residential real property, the seller or his/her designee shall obtain, from the City, a Residential Resale Inspection report that describes the legal use, occupancy, zoning classification and any potential code violations of such property and all other pertinent information thereto.*
- C. *Issuance of the Report. Upon application of the seller or his/her designee on a form prescribed by the City and the payment of a fee established by resolution of the City Council; the community development and building departments shall review pertinent City records insofar as they are available, inspect the exterior of the subject property after the receipt of a completed application, and make available to the applicant within ten business days a report which contains the following information about the subject property insofar as it is available as of the date the report is issued:*
- 1. The street and assessor's parcel number;*
 - 2. The zoning classification as set forth in the Municipal Code;*
 - 3. The type of occupancy as indicated and established by permit of record;*
 - 4. A determination whether the property is located within a special flood hazard area and/or floodway.*
 - 5. Any apparent violations of applicable codes and regulations existing upon the subject property and its improvements which are of record or are revealed in the course of an exterior inspection by City.*

Errors or omissions in said report shall not bind or stop the City from abating any dangerous defects on the property by legal action against the seller, buyer, or any subsequent owner. Said report does not address guarantee of the structural stability of any existing building, nor does it relieve the owner, his agent, architect, or builder from designing and building a structurally stable building which meets the requirements of adopted codes and ordinances. Said report shall be valid only as to the specific transaction for which the inspection and review of the records was made by the City, provided, however, that, in the event said transaction is not consummated, the report shall be valid for a period of 180 days on the condition that, if a subsequent transaction is arranged during that period, the property shall again be inspected by City and a supplemental report issued, if necessary, without charge to the owner.

- D. *Delivery of Report. The report shall be delivered by the seller to the buyer of the property prior to the close of escrow or transfer of the property. The buyer shall execute a receipt on a form furnished by the City and seller shall deliver either by hand delivery or first class mail said receipt to the Community Development Department or its authorized representative as evidence of compliance with the provisions of this chapter.*

- E. *Exceptions. The provisions of this chapter shall not apply to the following:*
1. *The first sale of a newly constructed and previously unoccupied residential building within six months after final inspection by the City.*
 2. *Sales administered by courts of law; such as probate sales, sales on execution of a judgment, sales in bankruptcy, joint-tenancy terminations on account of death, transfer between spouses or between kindred of the first degree.*
- F. *Sale or Exchange of Residential Property. No sale or exchange of residential property shall be invalidated solely because of the failure of any person to comply with any provisions of this section unless such failure is an act or omission which would be a valid ground for rescission of such sale or exchange in the absence of this section.*
- G. *Penalties. In cases where the seller fails to provide the report in accordance with the provisions of this chapter, a penalty in an amount to be determined by resolution of the City Council shall be imposed upon seller. Any person violating any provisions of this chapter shall be guilty of an administrative violation.*
- H. *Enforcement. Code violations and abatements shall be addressed/administered as per Chapter 8.06 of the Newman Municipal Code.*
- I. *Nonliability of the City. The issuance of the residential resale report is not a warranty or representation by the City that the subject property or its present use is or is not in compliance with the law. The City does not represent or warrant that the information contained in the report will be complete and/or accurate. Neither the enactment of this chapter nor the preparation of and delivery of any report required hereunder shall impose any mandatory duty upon the City to completely and accurately inspect the exterior of said subject property, report the information from its records or impose any liability upon the City for any errors or omissions contained in said report. All persons receiving report should independently verify the information contained therein before relying upon it.*

SECTION 3.

Title 8 Health and Sanitation, Chapter 8.06 Administrative Remedies of the Newman City Code is amended as follows:

8.06.010 Findings and determination.

- A. This chapter is developed based upon the firm belief that the current and future values and the general health and safety of the community are affected significantly by the appearance and maintenance of real property and property values, and that implementation of this chapter will avoid further deterioration of neighborhoods and commercial centers, and will be of benefit to the community as a whole.
- B. There is currently existing within the City real property, both improved and unimproved, that is in a state of deterioration or disrepair as to cause a depreciation of the value of surrounding property or to be materially detrimental to nearby properties and improvements.
- C. The purpose and intent of this chapter is:
1. To enhance and promote the maintenance of real property, both improved and unimproved, and by so doing, improve the livability, appearance, and the social and economic conditions of the community;
 2. To define as public nuisances and violations of this Code those conditions which are considered harmful and/or deleterious to the public health and safety of the citizens of the City;
 3. To establish guidelines for the correction of property violations and nuisances which afford due process and procedural guarantees to affected property owners;

4. To provide for administrative remedies, which are in addition to all other legal remedies, criminal or civil, which may be pursued by the City to address any violation of this Code; and
5. To utilize the sanctions and penalties of this chapter as a last resort only after reasonable efforts at resolving disputes by educational and nonconfrontational means have been employed; it being recognized that voluntary compliance is preferred over all other remedies. (Ord. 2006-3 § 1, 8-8-2006)

8.06.020 Compliance order.

- A. Whenever a Director, Code Enforcement Officer, or other person charged with code enforcement, determines that a violation of any provision of the Municipal Code is occurring or exists, the Director, Code Enforcement Officer, or other person charged with code enforcement, may issue a written compliance order (CO) to any person responsible for the violation.
- B. A CO issued shall contain the following information:
 1. The date and location of the violation;
 2. The section of this Code violated and a description of the violation;
 3. A description of the action(s) necessary to abate the unlawful condition(s);
 4. The date by which compliance shall be achieved;
 - a. Include a statement notifying the responsible party that penalties will begin to accrue if compliance with the CO has not been achieved;
 5. Either an explanation of the consequences of noncompliance and a description of the hearing procedure and appeal process or a copy of this chapter of the Code. (Ord. 2006-3 § 1, 8-8-2006)

8.06.030 Hearing.

- A. If it is determined that all violations have been corrected within the time specified, no further action shall be taken.
- B. If full compliance is not achieved with the time specified in the CO, the director shall set a hearing before the Hearing ~~Board~~ *Officer or his/her designee*.
- C. ~~The Secretary of The Hearing Board~~ *Officer or his/her designee* shall cause a written notice of hearing to be served on the violator and, where real property is involved, a notice shall be served on the property owner (per the latest County assessment roll). (Ord. 2006-3 § 1, 8-8-2006)

8.06.040 Notice of hearing.

- A. Every notice of hearing shall contain the date, time and place at which the hearing shall be conducted by the Hearing Board.
- B. Each hearing shall be set for a date not less than 15 days nor more than 60 days from the date of the notice of hearing. The Director may determine that the matter is urgent or that good cause exists for an extension of time.
- C. This hearing serves to provide the full opportunity of a person subject to a compliance order to object to the determination that a violation has occurred and/or that a violation has continued to exist. The failure of any person subject to the CO to appear at the hearing shall constitute a failure to exhaust administrative remedies. (Ord. 2006-3 § 1, 8-8-2006)

8.06.050 Hearing – Findings and order.

- A. At the place and time set forth in the notice, the Hearing ~~Board~~ *Officer or his/her designee* shall conduct a hearing on the compliance order issued.
- B. The ~~Board~~ *Officer or his/her designee* shall consider any written or oral evidence consistent with the rules and procedures regarding the violation and compliance by the violator or by the real property owner.
- C. Within a reasonable time following the conclusion of the hearing, the ~~Board~~ *Officer or his/her designee* shall make findings and issue its determination regarding:
 1. The existence of the violation;
 2. The failure of the violator or owner to take required corrective action within the required time period.

- D. The ~~Board~~ *Officer or his/her designee* shall issue written findings for each violation. The findings shall be supported by evidence received at the hearing.
- E. If the ~~Board~~ *Officer or his/her designee* finds by a preponderance of the evidence that a violation has occurred and that the violation was not corrected within the time period specified in the CO, the ~~Board~~ *Officer or his/her designee* shall issue an administrative order.
- F. If the ~~Board~~ *Officer or his/her designee* finds that no violation has occurred or that the violation was corrected within the time period specified in the CO, the ~~Board~~ *Officer or his/her designee* shall issue a finding of those facts. (Ord. 2006-3 § 1, 8-8-2006)

8.06.060 Administrative order.

If the Hearing ~~Board~~ *Officer or his/her designee* determines that a violation occurred which was not corrected within the time period specified in the CO, the ~~Board~~ *Officer or his/her designee* shall issue an administrative order imposing any or all of the following:

- A. An order to correct, including a schedule for correction where appropriate;
- B. Administrative penalties;
- C. Administrative costs. (Ord. 2006-3 § 1, 8-8-2006)

8.06.070 Administrative penalties.

- A. The Hearing ~~Board~~ *Officer or his/her designee* may impose administrative penalties for the violation of any provision of the Municipal Code in an amount not to exceed a maximum of \$2,500 per day for each ongoing violation, except that the total administrative penalty shall not exceed \$100,000, exclusive of administrative costs, interest and restitution for compliance re-inspections, for any related series of violations.
- B. In determining the amount of the administrative penalty, the ~~Board~~ *Officer or his/her designee* may take any or all of the following factors into consideration:
 - 1. The duration of the violation;
 - 2. The frequency, recurrence and number of violations, related or unrelated, by the same violator;
 - 3. The seriousness of the violation;
 - 4. The good faith efforts of the violator to come into compliance;
 - 5. The economic impact of the violation on the violator;
 - 6. The impact of the violation on the community;
 - 7. Such other factors as justice may require.
- C. Administrative penalties imposed by the ~~Board~~ *Officer or his/her designee* shall accrue from the date specified in the CO and shall cease to accrue on the date the violation is corrected, as determined by the Director or ~~Board~~ *Officer or his/her designee*.
- D. The ~~Board~~ *Officer or his/her designee*, in its discretion, may suspend the imposition of applicable penalties for any period of time during which:
 - 1. The violator has filed for necessary permits; and
 - 2. Such permits are required to achieve compliance; and
 - 3. Such permit applications are actively pending before the City, State, or other appropriate governmental agency.
- E. Administrative penalties assessed by the ~~Board~~ *Officer or his/her designee* shall be due by the date specified in the administrative order.
- F. Administrative penalties assessed by the ~~Board~~ *Officer or his/her designee* are a debt owed to the City and, in addition to all other means of enforcement, if the violation is located on real property, may be enforced by means of a lien against the real property on which the violation occurred.
- G. If the violation is not corrected as specified in the ~~Board~~ *Officer or his/her designee's* order to correct, administrative penalties shall continue to accrue on a daily basis until the violation is corrected, subject to the maximum amount.
- H. If the violator gives written notice to the Director that the violation has been corrected and if the Director finds that compliance has been achieved, the Director shall deem the date the written notice was postmarked or personally delivered to the Director or the date of the final inspection, whichever first occurred, to be the date the violation was corrected. If no written notice is

provided to the Director, the violation will be deemed corrected on the date of the final inspection. (Ord. 2006-3 § 1, 8-8-2006)

8.06.080 Administrative costs.

- A. The Hearing ~~Board~~ *Officer or his/her designee* shall assess administrative costs against the violator when it finds that a violation has occurred and that compliance has not been achieved within the time specified in the CO.
- B. The administrative costs may include any and all costs incurred by the City in connection with the matter before the Hearing ~~Board~~ *Officer or his/her designee* including, but not limited to, costs of investigation, staffing costs incurred in preparation for the hearing itself, and costs for all re-inspections necessary to enforce the CO. (Ord. 2006-3 § 1, 8-8-2006)

8.06.090 Failure to comply with administrative compliance order.

Failure to pay the assessed administrative penalties and administrative costs specified in the administrative order of the Hearing ~~Board~~ *Officer or his/her designee* may be enforced as:

- A. A personal obligation of the violator; and/or
- B. If the violation is in connection with real property, a lien upon the real property. The lien shall remain in effect until all of the administrative penalties, interest and administrative costs are paid in full. (Ord. 2006-3 § 1, 8-8-2006)

8.06.100 Right to judicial review.

Any person aggrieved by an administrative order of the Hearing ~~Board~~ *Officer or his/her designee* may obtain review of the administrative order in the Superior Court by filing with the Court a petition for writ of mandate. (Ord. 2006-3 § 1, 8-8-2006)

8.06.110 Recovery of administrative civil penalties.

The City may collect the assessed administrative penalties and administrative costs by use of all available legal means, including recordation of a lien. (Ord. 2006-3 § 1, 8-8-2006)

8.06.120 Report of compliance after administrative order.

If the Director determines that compliance has been achieved after a compliance order has been sustained by the Hearing ~~Board~~ *Officer or his/her designee*, the Director shall file a report indicating that compliance has been achieved. (Ord. 2006-3 § 1, 8-8-2006)

8.06.130 Compliance disputes.

- A. If the Director does not file a report pursuant, a violator who believes that compliance has been achieved may request a compliance hearing before the Hearing ~~Board~~ *Officer or his/her designee* by filing a request for a hearing ~~with the Secretary of the Board~~.
- B. The hearing shall be noticed and conducted in the same manner as a hearing on a compliance order.
- C. The ~~Board~~ *Officer or his/her designee* shall determine if compliance has been achieved and, if so, when it was achieved. (Ord. 2006-3 § 1, 8-8-2006)

8.06.140 Lien procedure.

- A. Whenever the amount of any administrative penalty and/or administrative cost imposed by the Hearing ~~Board~~ *Officer or his/her designee* pursuant to this chapter in connection with real property has not been satisfied in full within 90 days and/or has not been successfully challenged by a timely writ of mandate, this obligation may constitute a lien against the real property on which the violation occurred.
- B. The lien provided herein shall have no force and effect until recorded with the County Recorder. Once recorded, the administrative order shall have the force and effect and priority of a judgment lien governed by Section 697.340 of the Code of Civil Procedure and may be extended as provided in Sections 683.110 to 683.220, inclusive, of the Code of Civil Procedure.
- C. Interest shall be accrued on the principal amount of the judgment remaining unsatisfied pursuant to law.

- D. Prior to recording any such lien, the Director of Finance shall prepare and file with the City Clerk a report stating the amounts due and owing.
- E. The City Clerk shall fix a time, date, and place for hearing such report and any protests or objections thereto by City Council.
- F. The Director of Finance shall cause written notice to be served on the property owner not less than 10 days prior to the time set for the hearing. Such notice shall be served as provided (see NCC 8.06.040). (Ord. 2006-3 § 1, 8-8-2006)

8.06.150 Public hearing and protests.

- A. Any person whose real property is subject to a lien pursuant to NCC 8.06.140 may file a written protest with the City Clerk and/or may protest orally at the City Council meeting.
- B. Each written protest or objection must contain a description of the property in which the protesting party is interested and the grounds of such protest of objection.
- C. The City Council, after the hearing, shall adopt a resolution confirming, discharging or modifying the amount of the lien. (Ord. 2006-3 § 1, 8-8-2006)

8.06.160 Recording the lien.

Thirty days following the adoption of a resolution by the City Council imposing a lien, the City Clerk shall file the same as a judgment lien in the Office of County Recorder of Merced County, California. The lien may carry such additional administrative charges as set forth by the resolution of the City Council. (Ord. 2006-3 § 1, 8-8-2006)

8.06.170 Satisfaction of lien.

Once payment in full is received by the City for outstanding penalties and costs, the Director of Finance shall either record a notice of satisfaction or provide the property owner or financial institution with a notice of satisfaction so they may record a notice with the Office of the County Recorder. Such notice of satisfaction shall cancel the City's lien. (Ord. 2006-3 § 1, 8-8-2006)

SECTION 4.

All other sections and provisions of Titles 5 and 8 shall remain in full force and effect.

SECTION 5.

That a duly noticed public hearing was held by the City Council.

SECTION 6.

This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published and circulated in the City of Newman and thenceforth and thereafter the same shall be in full force and effect.

Introduced at a regular meeting of the City Council of the City of Newman held on the 26th day of January, 2010 by Council Member _____, and adopted at a regular meeting of said City Council held on the 9th day of February, 2010 by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

ATTEST:

Mayor of the City of Newman

Deputy City Clerk

**APPROVAL AND SUPPORT OF THE CITY'S APPLICATION FOR GRANT FUNDS UNDER
THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION
PROGRAM OF 2008.**

RECOMMENDATION:

Adopt Resolution No. 2010- Approving the Application for Statewide Park Program Grant Funds.

BACKGROUND:

The mission of the California Department of Parks and Recreation (DPR) is to provide for the health, inspiration and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources and creating opportunities for high-quality outdoor recreation.

On November 7, 2006, Californian voters passed Proposition 84, the \$5.4 billion "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006". Under this proposition, \$368 million dollars were appropriated to the Statewide Park Development and Community Revitalization Program of 2008; this funding was made available through the Sustainable Communities and Climate Change Reduction chapter in Proposition 84.

According to DPR, parks are unique places where children can play, people can exercise, families can bond, seniors can socialize, youth can be mentored, cultures can share and celebrate their differences and everyone can connect with nature. For these reasons, vibrant parks funded by this program will be a cost-effective means of creating humane, livable communities.

Consistent with the intent of this grant program, the City of Newman has been working on plans for an Aquatic Center since 2006. Since that time, the City has successfully purchased the project site (1583 Merced Street), hired a design firm, created an aquatic design committee, obtained public input through various meetings, created/approved a schematic design and is nearing completion of construction-ready plans.

ANALYSIS:

The intent of the above-mentioned program is to award grants on a competitive basis for the creation of new parks and new recreation opportunities in proximity to the most critically underserved communities across California; the creation of new parks in neighborhoods will be given priority. These projects will benefit the health of families, youth, senior citizens and other population groups by meeting their recreational, cultural, social, educational, and environmental needs.

The Newman Aquatic Center project will meet this intent by:

- Providing a new park site for the community
- Location in an underserved community
- Benefit both various populations and public health and safety by providing a safe place to swim in addition to the creation of various recreational, cultural, social and educational programs

Agenda Item: **10.a.**

The Statewide Park Program legislation requires projects to meet six eligibility requirements.

1. Critical lack of park space or significant poverty
2. Type of project
3. Safe public use
4. Sustainable techniques
5. Project funding
6. Fees and hours of operation

Staff feels that the City's Aquatic Center Project meets these requirements and is requesting a grant in the amount of \$5,000,000.00, the maximum permitted. \$368,000,000 is available in a minimum of two rounds. Unsuccessful applications from the first round can be resubmitted for a subsequent round, the first round application deadline is March 1, 2010.

FISCAL IMPACT:

Positive, potential grant award of \$5,000,000.00 - with no required match.

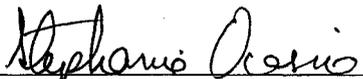
CONCLUSION:

In order to apply for the grant, the City is required to have an authorizing resolution approving the City's application for grant funds from its governing body; said resolution must have specific program-mandated language. Staff recommends approval and support of the City's 2010 Statewide Park Program Grant Funds Application through adoption of Resolution No. 2010- .

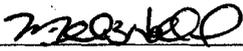
ATTACHMENTS:

1. Exhibit A – Resolution No. 2010-

Respectfully submitted,


Stephanie Ocasio
Assistant Planner

REVIEWED/CONCUR


Michael Holland
City Manager

RESOLUTION NO: 2010-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN
APPROVING THE APPLICATION FOR STATEWIDE PARK PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the Application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the grant scope project;

NOW, THEREFORE, BE IT RESOLVED that the City of Newman City Council hereby:

Approves the filing of an application for the Newman Aquatic Center, and

1. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s), and
3. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the City Manager or his/her designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9th of February, 2010 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:

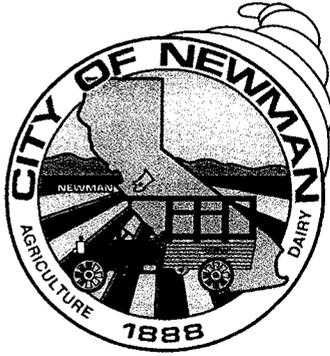
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk of the City of Newman



**City of Newman
City Manager's Office
Memorandum**

Date: February 4, 2010

To: City Council

From: Michael E. Holland, City Manager

A handwritten signature in black ink, appearing to be 'MEH', is located below the typed name of the City Manager.

Subject: City Council Item # 10.b.

Attached is a copy of a request from the Newman Historical Society. They are requesting permission to place a historic outhouse adjacent to the preschool facility. They have indicated they plan to clean and repaint the outhouse *after* they move it to the new location. Staff concerns include: Safety of the children, long-term maintenance (i.e. repainting), potential for vandalism, etc. This item has been placed on the agenda for Council consideration.

Newman Historical Society
P.O. Box 123
Newman, CA 95360
January 15, 2010

City of Newman
Newman City Council
1162 Main Street
Newman, CA 95360

The Newman Historical Society would like to be put on the next City Council Meeting Agenda to request the original School Outhouse, built in 1873, be moved to its 1873 Orestimba Schoolhouse's south fenced yard on "R" Street.

The Newman Historical Society is working on updating and cleaning the ranch equipment in the Newman Museum's back yard.

The 1873 Orestimba School Outhouse is what the Society is working on first. The original Outhouse needs to be placed next to the Primary School on "R" Street.

Milo Meza of E & M was contacted over a year ago, he checked the area and has the equipment to move the Outhouse onto the southern fenced area of the schoolhouse site and place it on piers.

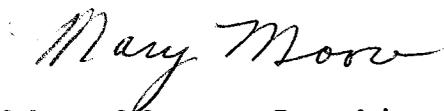
When Jim Bassett brought in the Outhouse from Section 36 in the hills to the Museum in 2000, Tom Powell placed it on the trailer. Dillion Lerno took the Outhouse on as an Eagle Scout project, cleaned, repaired and painted the Outhouse. The Outhouse was driven in Newman and Gustine Parades and won several awards.

At this point, the Outhouse has sat in the back of the Museum for several years and needs to be replaced next to its Schoolhouse for a complete historical viewing. After its removal from the Museum to the School Site, the Outhouse will be cleaned and repainted.

Victor and Janet Perry have been contacted regarding this move and since Victor does the mowing and cleaning of this southern side yard, he thought the move would be a nice idea and wouldn't make a difference to him.

What is needed now, is for the City Council to give us permission for the move of the Original Historical Outhouse to the Original Historical Schoolhouse.

Thank you,

A handwritten signature in cursive script that reads "Mary Moore".

Mary Moore, President
Newman Historical Society

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.c.**
City Council Meeting
of February 9, 2010

**APPROVE RESOLUTION TO ENTER INTO FRANCHISE TOW AGREEMENT PURSUANT TO
NEWMAN CITY ORDINANCE TITLE 9, CHAPTER 9.16 POLICE TOWING SERVICES**

RECOMMENDATION:

1. Approve Resolution No. 2010- , authorizing Chief of Police to enter into Franchise Tow Agreement with Newman City Tow pursuant to Police Towing Services ordinance.

BACKGROUND:

The City Council approved a Police Towing Services ordinance at the January 26, 2010 Newman City Council meeting. The ordinance calls for a Franchise Tow Agreement with tow companies meeting the City's requirements as outlined in the ordinance.

ANALYSIS:

Staff has thoroughly reviewed all applications from tow companies requesting to enter into a Franchise Tow Agreement with the City of Newman Police Department. The two applicants were Newman City Tow and McAuley Tow. After analysis of the applications Staff has determined only Newman City Tow meets the required elements of the Police Towing Services ordinance.

FISCAL IMPACT:

A positive fiscal impact will result from the per vehicle franchise fee, but will depend upon the number of vehicles impounded annually and any unforeseen costs that the Police Department will incur managing the rotation tow list. 158 vehicles were towed in 2009. Assuming the same number of vehicles is towed in 2010 that would equate to \$7,110 in new city revenue. This proposal does not impact the existing \$180 tow release fee already authorized by resolution.

CONCLUSION:

Staff recommends the City Council approve Resolution No. 2010- , authorizing the Chief of Police to enter into a Franchise Tow Agreement with Newman City Tow for a period of three years as outlined in the approved Police Towing Services Ordinance.

ATTACHMENTS:

- Exhibit A: Resolution
Exhibit B: Franchise Tow Agreement with Newman City Tow

Respectfully submitted,

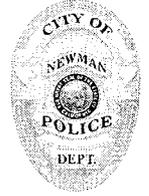


Adam McGill, Chief of Police

REVIEWED/CONCUR:



Michael Holland, City Manager



NON-EXCLUSIVE NON-CONSENSUAL TOWING SERVICE FRANCHISE AGREEMENT

This Agreement between the CITY OF NEWMAN, a municipal corporation of the State of California, and Newman City Tow(FRANCHISEE) is for Non-Exclusive Non-Consensual Franchise Towing Services.

WHEREAS, on December 13, 2009, CITY OF NEWMAN issued Request for Application (Hereinafter RFA) for City Generated Non-Exclusive Non-Consensual Franchise Towing Services; and

WHEREAS, on January 8, 2009, FRANCHISEE submitted a complete application packet in response to the RFA; and

WHEREAS, on February 9, 2010, the Chief of Police presented his recommendation and report to the Newman City Council; and

WHEREAS, on March 1, 2010, FRANCHISEE was granted a Non-Exclusive Franchise for City Generated Non-Consensual Towing Services; and

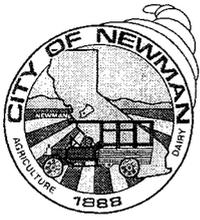
WHEREAS, FRANCHISEE represents that it is qualified, willing and able to provide non-consensual towing services; and

NOW, THEREFORE, in consideration of this Agreement, and the mutual promises, covenants and stipulations hereinafter contained, the parties agree as follows:

1. SCOPE OF WORK

FRANCHISEE shall furnish all labor, materials, and equipment necessary to provide non-exclusive non-consensual towing services as specified in the Notice for Application, Request for Application, Non-Exclusive Non-Consensual Franchise Towing Services Verified Application, and all documents requested in response thereto, all of which are incorporated herein by this reference, and this Agreement (which collectively shall constitute the Non-Exclusive Non-Consensual Towing Service Franchise Agreement and which is referred to herein as "This Agreement"). All non-consensual towing services shall be furnished and performed in strict compliance with the terms and conditions of this Agreement. Non-Consensual towing services include, but are not limited to;

- A. Towing of all vehicles impounded by the CITY for investigation, as evidence in a criminal case, asset forfeiture, and vehicles towed pursuant to the California Vehicle Code ("CVC") including, but not limited to, CVC Section 14607.6.
- B. Towing of vehicles involved in accidents, and/or stalled vehicles obstructing traffic, and/or vehicles illegally parked, and/or vehicles whose driver is incapacitated or physically unable to drive the vehicle, and/or vehicles whose driver has been arrested and/or detained and cannot drive the vehicle, and/or vehicles under the 30-day impound authority including, but not limited to, CVC Section 14602.6, and/or vehicles with five (5) or more outstanding parking citations;
- C. Towing of all vehicles necessitating special procedures to ascertain vehicle identification numbers, VIN tows, in compliance with the requirements of the CVC;
- D. Towing of any abandoned vehicle, inoperative vehicle, or abated vehicle, from any street, alley, highway, or



NON-EXCLUSIVE NON-CONSENSUAL TOWING SERVICE FRANCHISE AGREEMENT

any other private or public property in the CITY pursuant to the Newman City Code ("OCC"), Uniform Traffic Code (UTC), and CVC including CVC Section 22669

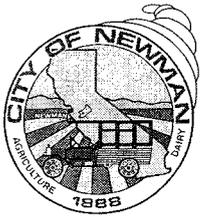
- E. Towing any other vehicle or vessel as may be ordered by any police officer, police employee, or any other employee or agent of the CITY who is properly authorized to order such tow. This shall include, but is not limited to, any vehicle that is submerged, either wholly or in part. This shall also include, but is not limited to, the removal and storage of any abandoned vessel from city streets/property, whether or not said vessel is attached to a trailer;
- F. Towing trailers, boats, motor homes, etc.
- G. Towing City of Newman vehicles at no cost, not to exceed 12 times per calendar year

2. TERM OF AGREEMENT

The initial term of this Agreement shall be for three (3) years. The CITY reserves the right to extend this Agreement for two (2) additional, one-year terms, at the sole discretion of The City of Newman. Either party may terminate this Agreement by giving the other party thirty (30) days written notice.

3. PAYMENT/FRANCHISE FEES PAYABLE TO CITY

- A. FRANCHISEE agrees to pay to The City of Newman a franchise fee in accordance with the terms of this Agreement.
- B. Commencing with the start date and for the first year of this Agreement, the FRANCHISEE shall pay The City of Newman a franchise fee of \$40.00 for each and every non-consensual tow, as defined in this Agreement, performed by FRANCHISEE on behalf of or at the request of The City of Newman.
- C. Commencing with the second year of this Agreement (i.e. the 366th day from the start date), the FRANCHISEE shall pay The City of Newman a franchise fee of \$45.00 for each and every non-consensual tow, as defined in this Agreement, performed by FRANCHISEE on behalf of or at the request of The City of Newman.
- D. Commencing with the third year of this Agreement (i.e. the 731st day from the start date) the FRANCHISEE shall pay The City of Newman a franchise fee of \$50.00 for each and every non-consensual tow, as defined in this Agreement, performed by FRANCHISEE on behalf of or at the request of The City of Newman.
- E. All franchise fees owed to The City of Newman for each and every non-consensual tow performed by the FRANCHISEE shall be due and payable on a monthly basis as set forth in the invoice detailing the franchise fees owed. The City of Newman shall receive payment no later than thirty (30) days proceeding each month as illustrated in Paragraph 3F. Payment shall be made in the form of a preprinted company bank check or cashier's check payable to the Newman Police Department, P.O. Box 787, Newman, CA 95360, Attn: Chief of Police.
- F. CITY shall mail an itemized bill/invoice of the franchise fees owed by FRANCHISEE to The City of Newman, on or before the 10th of each month, for the preceding month's non-consensual tows. Payment on the invoice is due to the City of Newman by the 1st day of the following month. (E.g. FRANCHISEE fees for



NON-EXCLUSIVE NON-CONSENSUAL TOWING SERVICE FRANCHISE AGREEMENT

the month of January will be invoiced and mailed by February 10th. Payment of the total amount invoiced shall be received by the City of Newman no later than March 1st, everyday thereafter the invoice is delinquent.)

- G. Payments shall not be made contingent on any payments due or payable to the FRANCHISEE by either The City of Newman or the registered owner.
- H. If any itemized bill/invoice is more than five (5) calendar days delinquent, the Chief of Police or his designee shall have the authority to immediately suspend the FRANCHISEE until payment of any and all billed/invoiced amounts are paid in full to CITY. Furthermore, if any itemized bill/invoice is more than sixty (60) calendar days delinquent, the Chief of Police or his designee shall have the authority to immediately terminate this Agreement.

4. SECURITY

FRANCHISEE shall present The City of Newman with a cashiers check payable to, in favor of, and payable at the sight of the City of Newman in the amount of Two Thousand Dollars and 00/100 as a Performance Security. The check shall be held by the City of Newman for the term of this Agreement in an interest bearing account. In the event that this Agreement is terminated, the performance security and any interest accrued thereon will be used to pay any outstanding amounts owed to The City of Newman by the FRANCHISEE, any remaining balance shall be returned to the FRANCHISEE within thirty (30) calendar days of the termination.

5. INSURANCE

FRANCHISEE shall provide, at its own expense, and maintain at all times, the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to The City of Newman as may be required by the City Clerk of Newman. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be sent by registered mail to the Newman Police Department, P.O. Box 787, Newman CA. 95360, return receipt requested, for all of the following stated insurance policies.

- A. Workers' Compensation - in compliance with the statutes of the State of California, plus employer's liability with a minimum limit of liability of \$1,000,000.
- B. General Liability - insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury, property damage, and bodily injury. This insurance shall indicate on the certificate of insurance the following coverage's and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent consultants and subcontractors; products and completed operations; and/or professional liability.
- C. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury, property damage, and personal injury. This insurance shall cover any automobile for bodily injury and property damage.
- D. Commercial Business Automobile Liability - Bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) shall be maintained. These minimum standards are to include scheduled, non-owned, and hired auto coverage.



NON-EXCLUSIVE NON-CONSENSUAL TOWING SERVICE FRANCHISE AGREEMENT

E. Uninsured Motorist - Legal minimum combined single limit.

F. On-Hook Coverage - Insuring the vehicle in tow with limits based on the size of the tow truck.

Class A tow truck – Fifty Thousand Dollars (\$50,000)

Class B tow truck - One Hundred Thousand Dollars (\$ 100,000)

Class C tow truck - Two Hundred Thousand Dollars (\$200,000)

G. Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than Fifty Thousand Dollars (\$500,000).

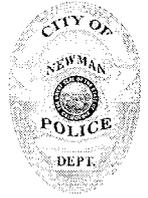
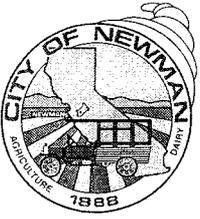
H. Garage Keepers Liability - Shall be the same minimum as on-hook coverage for vehicles in the care, custody and control of the FRANCHISEE in the storage yard.

i. If at any time any of said policies shall be unsatisfactory to the CITY, as to form or substance or if a company issuing such policy shall be unsatisfactory to the CITY, the FRANCHISEE shall promptly obtain a new policy, submit the same to the Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the FRANCHISEE to furnish, deliver or maintain such insurance and certificates as above provided, this FRANCHISEE, at the election of the CITY, may be forthwith declared suspended or terminated. Failure of the FRANCHISEE to obtain and/or maintain any required insurance shall not relieve the FRANCHISEE from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the FRANCHISEE concerning indemnification. The CITY, its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the CITY, its agents, officers, employees, and volunteers for losses arising from work performed by FRANCHISEE for the CITY. The FRANCHISEE'S insurance policy(ies) shall include a provision that the coverage is primary as respects the CITY; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A: VII or with approval of the Risk Manager.

ii. For any claims related to the work performed pursuant to this Agreement the FRANCHISEE'S insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the FRANCHISEE'S insurance and shall not contribute with it

iii. FRANCHISEE shall either require any subcontractor to procure and to maintain during the term of the subcontract all insurance in the amounts specified above, or shall insure the activities of subcontractors in the policy specified above. The limits of liability required may vary, depending on the type of permit or contract.

iv. Proof of insurance shall be in the form of a certificate of insurance and separate endorsements naming the CITY as an additional insured for all insurances except Workers' Compensation. Policy expiration or cancellation will immediately nullify this Agreement. FRANCHISEE'S insurance policy shall provide for a thirty (30) day advance notice to CITY in the event the insurance policy will expire or be cancelled. FRANCHISEE shall also immediately notify the Tow Administrator in the event the insurance policy has expired or is cancelled. Failure to maintain insurance or to notify the CITY and Franchise Tow Administrator of insurance lapses shall constitute a



NON-EXCLUSIVE NON-CONSENSUAL TOWING SERVICE FRANCHISE AGREEMENT

material breach of this Agreement and CITY shall have the right to immediately suspend and/or terminate this Agreement as determined by the Chief of Police or his designee.

v. The ultimate responsibility for any damage to any vehicle or property or the loss of any vehicle or any property contained in the vehicle while the vehicle and/or property is in the FRANCHISEE'S care and/or custody rests with the FRANCHISEE. The FRANCHISEE shall reimburse the vehicle or property owner for any loss or damage which has been identified in a Newman Police Department Motor Vehicle Report or other official document and is not covered by FRANCHISEE'S insurance.

vi. Any deductibles or self-insured retention must be declared to and approved by the City Newman.

6. HOLD HARMLESS AGREEMENT

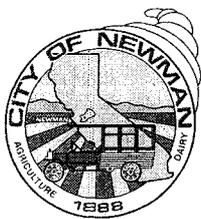
FRANCHISEE shall hold The City of Newman, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to, injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of FRANCHISEE, whether or not the act or omission arises from the sole negligence or other liability of The City of Newman, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7. PROHIBITION OF GIFTS

- A. FRANCHISEE shall be subject to The City of Newman's prohibition against acceptance of any gift by a CITY officer or employee.
- B. FRANCHISEE agrees not to offer any CITY officer or employee any gift. The offer or giving of any gift prohibited by The City of Newman shall constitute, at a minimum, a **failure to provide adequate service** by FRANCHISEE. In addition to any other remedy (ies) The City of Newman may have at law or equity, The City of Newman may immediately terminate this Agreement for a violation of this Paragraph 7 notwithstanding any provision of this Agreement to the contrary.

8. ATTENDANTS (DRIVERS)

- A. FRANCHISEE shall, at a minimum, maintain the following information for each employee/driver providing services to The City of Newman pursuant to this Agreement.
 - i. Full name
 - ii. Date of birth.
 - iii. Valid California Driver's License number and photocopy of said driver's license.
 - iv. Copy of Social Security Card
 - v. Job title-description.



NON-EXCLUSIVE NON-CONSENSUAL TOWING SERVICE FRANCHISE AGREEMENT

- vi. Current home address
 - vii. Current home phone number.
 - viii. Copy of employment application.
 - ix. Medical certificate (if applicable)
- B. It is the responsibility of FRANCHISEE to maintain a sufficient number of employees and/or properly licensed and permitted drivers to meet all the terms and conditions set forth in this Agreement. Any violation of CVC Section 12500 or 14601 through 14601.5, by a FRANCHISEE or FRANCHISEES employee/driver providing towing service for The City of Newman under the terms of this Agreement, may be grounds for immediate suspension of this Agreement, notwithstanding any provisions of this Agreement to the contrary, and at a minimum, shall be deemed **a failure to provide adequate service**.
- C. At the start of this Agreement, FRANCHISEE shall provide to the Tow Franchise Administrator a current list of its driver's who will be providing services under the terms of this Agreement. Any drivers hired thereafter that will provide services to The City of Newman pursuant to the terms of this Agreement and/or any change in the employment status of any driver including, but not limited to, suspension or dismissal from employment, shall be reported to the Franchise Tow Administrator within twenty-four (24) hours.
- D. FRANCHISEE and all tow truck drivers providing services to The City of Newman pursuant to the terms of this Agreement shall be enrolled in the pull notice program with the Department of Motor Vehicles. FRANCHISEE shall enroll all newly hired tow truck drivers in the Pull Notice Program within fifteen (15) calendar days of hire.
- E. Any violation of 8A through 8D shall, at a minimum, be deemed a **failure to provide adequate service**.

9. **TOW DRIVERS PERMIT**

- A. FRANCHISEE tow driver(s) shall apply for and obtain an Attendant Permit annually from the Newman Police Department for each and every tow driver responding to a CITY generated tow.

An Attendant Permit fee will be charged for each permit applied for and shall be paid by the FRANCHISEE at the time of permit application. The fee will be established by resolution of the Newman City Council, which may be amended from time to time.

- B. FRANCHISEE'S tow driver(s) shall carry a valid Newman Police Department issued Attendant Permit with them at all times when responding to a CITY generated tow. Failure to obtain an Attendant Permit and/or failure to provide a valid Newman Police Attendant Permit, upon request, at the scene of a CITY generated tow shall, at a minimum, be deemed a **failure to provide adequate service** and may at the discretion of the officer or agent on scene result in the tow being cancelled.
- C. An Attendant Permit application can be obtained from the Tow Franchise Administrator at the Newman Police Department, 1200 Main Street, Newman, CA., 95360. The Attendant Permit will be valid for one year from the date of issuance. It is the responsibility of the FRANCHISEE to ensure all drivers maintain a valid Attendant Permit.



NON-EXCLUSIVE NON-CONSENSUAL TOWING SERVICE FRANCHISE AGREEMENT

- D. An Attendant Permit shall NOT be issued to any of the following persons:
- i. Any person under the age of eighteen (18) years old;
 - ii. Any person who is currently required to register pursuant to Section 290 of the California Penal Code;
 - iii. Any person who has been convicted of a crime involving any misdemeanor or felony driving offense, any crime involving stolen or embezzled vehicles, fraud related to the towing business, stolen or embezzled property, crimes of violence, possession and/or sales of drugs or crimes of moral turpitude, unless a period of not less than five (5) years shall have elapsed since the date of conviction or the date of release from confinement for such offense, whichever is later;
 - iv. Any person who has been convicted of driving a vehicle recklessly within the two (2) years immediately preceding application for a permit;
 - v. Any person who has been convicted of driving a vehicle while under the influence of intoxicating liquors or drugs within the five (5) years immediately preceding application for a permit;
 - vi. Any person not possessing a valid class specific driver's license issued by the State of California
 - vii. Any person on current probation or parole.
- E. The requirement to currently possess an Attendant Permit shall be waived for a period of ninety (90) calendar days following the start date of this Agreement, to provide the CITY sufficient time to process all Attendant Permit applications. FRANCHISEE shall ensure all tow drivers apply for an Attendant Permit within ten (10) calendar days following the start date of this Agreement, failure to do so shall, at a minimum, be deemed a **failure to provide adequate service.**
- F. Nothing herein shall prohibit the Chief of Police, or his designee from denying the issuance of, or imposing an immediate suspension and/or termination of, any Tow Drivers Permit when the applicants/permit holders conduct, in the opinion of the Chief of Police, or his designee, is considered to be a danger to the motoring public or who has engaged in conduct constituting a violation of this Agreement.

10. **DEMEANOR AND CONDUCT**

While providing towing services pursuant to this Agreement, the FRANCHISEE, its employee(s) and/or agents shall refrain from any act of misconduct including, but not limited to, any of the following:

- A. Rude or discourteous treatment of the public or CITY employees.
- B. Lack of service or refusal to provide service to the public or CITY employees.
- C. Any act of sexual harassment or sexual impropriety.
- D. Unsafe driving practices.



NON-EXCLUSIVE NON-CONSENSUAL TOWING SERVICE FRANCHISE AGREEMENT

- E. Exhibiting any objective symptoms of alcohol and/or drug intoxication. FRANCHISEE/tow truck driver shall submit to a Preliminary Alcohol Screening Test/Under the Influence of a Controlled Substance test, upon demand of a peace officer.
- F. Appearing at the scene of a CITY-generated tow with the odor of an alcoholic beverage emitting from his/her breath or person. FRANCHISEE /tow truck driver shall submit to a Preliminary Alcohol Screening Test upon demand of a peace officer.
- G. Appearing at the scene of a CITY-generated tow without being attired in the FRANCHISEE'S established uniform. Such uniform shall be approved by and kept on file with the Tow Franchise Administrator prior to the start date of this Agreement. At a minimum, the name of the tow business and the name of the employee shall be clearly visible on the uniform shirt.
- H. Any violation of sections 10.A through 10.G shall, at a minimum, be deemed a **failure to provide adequate service**.
- I. **However, nothing herein shall prohibit the Chief of Police, or his designee, from imposing an immediate suspension and/or termination on any FRANCHISEE and/or employee(s) whose conduct, in the opinion of the Chief of Police, or his designee, is considered to be a danger to the motoring public or who has engaged in conduct constituting a gross violation of this Agreement.**
- J. All complaints received by the Newman Police Department against the FRANCHISEE or its agent(s) or employee(s) will be accepted and investigated in a fair and impartial manner. At a minimum, any substantiated complaint will be deemed a **failure to provide adequate service**. Furthermore, as a result of the investigation, the Chief of Police or his designee may initiate such disciplinary action as he deems appropriate.
- K. FRANCHISEE must notify The City of Newman of all contracts with other cities or governmental agencies to provide tow services within California. Any FRANCHISEE that is under contract with any other city or agency and who is either suspended or terminated by that city or agency shall notify in writing the City of Newman / Tow Franchise Administrator within twenty-four (24) hours of such suspension or termination, failure to do so shall, at a minimum, be deemed a **failure to provide adequate service**.

II. FACILITIES

- A. FRANCHISEE shall maintain an office facility with a primary storage yard and interior storage within the City limits of Newman.
- B. **Hours of Operation:**
- i. The business office shall be open to the public, staffed and available for vehicle releases, storage, inquiries and all other business purposes during business hours. Business hours are defined as Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except the following observed holidays: New Years Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day (observed), Independence Day, Labor Day, Veterans' Day (observed), Thanksgiving Day, Day after Thanksgiving and Christmas Day.

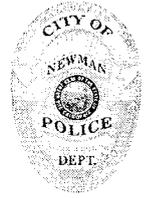


NON-EXCLUSIVE NON-CONSENSUAL TOWING SERVICE FRANCHISE AGREEMENT

- ii. In order to ensure that the vehicle owner or his/her agent may claim vehicles towed on behalf of the CITY at any time, on any day and to promptly release CITY towed vehicles, the FRANCHISEE must have an employee available after business hours, who can arrive at the primary office facility within thirty (30) minutes of a request by the CITY or a citizen. Vehicle owners or their agents who request entry to the storage facilities after business hours may be assessed an after-hour gate fee. CITY shall not be assessed an after-hour gate fee.
- iii. Any violation of sections 11.A through 11.B.ii. shall at a minimum be deemed a **failure to provide adequate service.**

12. **BUSINESS OFFICE**

- A. FRANCHISEE shall have an accessible public restroom that complies with all federal, state and local laws and regulations and FRANCHISEE shall have a telephone available for customers to use during business hours.
- B. FRANCHISEE shall display the FRANCHISEE'S business name, address and telephone number at the primary business and secondary storage lot/facility location with a sign clearly visible day and night from the street.
- C. Shall be neat and clean in appearance.
- D. The following documents, printed in a minimum of 12-point type (unless otherwise stated or required by the California Vehicle Code) shall be posted by FRANCHISEE in the Primary business office in a conspicuous location clearly visible to the public
 - i. Complete Copy of this Agreement;
 - ii. Name and address of FRANCHISEES insurance broker carrying the insurance required pursuant to this Agreement;
 - iii. A notice explaining the procedure by which unclaimed vehicles are sold at public auction stating that all in attendance at such auction shall have an equal opportunity to bid. Notice shall include the locations of such auctions and publications in which such auctions are advertised.
 - iv. "Vehicle Impound Rights and Obligations" informing the public of their rights pursuant to CVC Section 22852.
 - v. A notice advising that complaints against FRANCHISEE related to The City of Newman generated non-consensual tows can be made by contacting the Newman Police Department, Tow Franchise Administrator, P.O. Box 787, Newman, CA. 95360, (209) 862-2902. This notice shall be displayed in a conspicuous place clearly visible to the public in a minimum of 48- point type.
 - vi. Maximum Fee/Rate Schedule for CITY generated non-consensual tows. This notice shall be displayed in a conspicuous place clearly visible to the public in lettering not less than 1" in size.
 - vii. Any violation of 12A through 12D shall, at a minimum, be deemed a **failure to provide adequate service.**



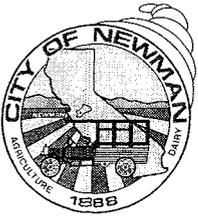
NON-EXCLUSIVE NON-CONSENSUAL TOWING SERVICE FRANCHISE AGREEMENT

13. STORAGE LOT

- A. FRANCHISEE'S lot(s) must have an improved surface (e.g., gravel, concrete, paved) and the storage lot(s) shall be free of litter, debris and weeds which is adequate to store not less than twenty vehicles.
- B. The storage lot(s) must be adequately lit during hours of darkness.
- C. The storage lot(s) must comply with all applicable local, state and federal rules, regulations and laws.
- D. Stored vehicles shall be parked with a minimum of two (2) feet of clearance on each side and one (1) foot of clearance in the front and one foot of clearance in the rear.
- E. The storage lot(s)/facility (ies) shall have interior storage used exclusively for the storage of impounded/stored vehicles. The building must be capable of storing a minimum of two vehicles.
- F. Secondary storage locations may be utilized, however, neither customers nor The City of Newman shall be charged any additional fees for vehicles stored at a secondary facilities. Secondary storage lots/facilities must be within the city limits of Newman. In addition, all vehicles must be released to the registered owner or their agent at the primary business location. Both primary and secondary storage lots shall be enclosed by a solid wall or chain link fence at least six (6) feet in height for maximum security. Said wall or fence shall comply with all local, state and federal rules, ordinances, codes and regulations. Storage lots/facilities must be adequately lit during hours of darkness.
- G. All towed vehicles shall be stored on private property only. At no time shall a towed vehicle be deposited, placed, left standing or stored on a public roadway or right of way.
- H. A request for outside or inside storage on a CITY generated non-consensual tow by a customer shall be honored. If no request is made, the vehicle shall be stored in the least costly manner to the customer.
- I. It is the responsibility of the FRANCHISEE to determine and maintain a sufficient amount of storage to meet all the terms and conditions of this Agreement.
- J. Any violation of 13.A through 13.I shall, at a minimum, be deemed a **failure to provide adequate service.**

14. TRUCKS

- A. FRANCHISEE shall own or lease, and have in their possession a minimum of two (2) fully operational Tow Trucks, as defined in Section 615(a) of the California Vehicle Code, with a minimum GVWR of 14,000 pounds, a minimum of one (1) tow truck shall be capable of towing all vehicles with a (GVWR) up to and including 10,000 pounds. All tow trucks must be currently registered with the California Department of Motor Vehicles.
- B. Tow Truck Classifications and Equipment Specifications:
 - i. To properly and safely tow and service the wide variety of vehicles being operated on the highway, a towing procedure may require the use of auxiliary equipment specifically designed for the purpose. This auxiliary equipment shall be used when appropriate.



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- ii. Tow truck equipment and specifications listed are the minimum acceptable. Auxiliary equipment will be required in each class.
- iii. Equipment Limitations: All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

iv. Towing Limitations:

The criteria to use in determining the safe towing limits for a tow truck are:

- a. The total weight of the tow truck, including the lifted load, must fall within the manufacturer's GVWR and not exceed either the Front or Rear Axle Weight Ratings (FAWR/RAWR).
- b. The tow truck must meet all applicable local, state and federal standards, regulations and laws.
- c. For proper steering and braking, the front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

v. Identification Label:

Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rate capacity.

vi. Recovery Equipment Rating:

The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode when the boom is static at a 30-degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).

- a. The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).
- b. Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE J706.
- c. All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies shall be the same type, construction, and rating as specified by the Original Equipment Manufacturer (OEM) for the equipment.

vii. Safety Chains:

Safety chains shall be rated at no less than the rating specified by the OEM.

viii. Control/Safety Labels:

All controls shall be clearly marked to indicate proper operation as well as any special warnings or cautions.

ix. Wire Rope (Cable):

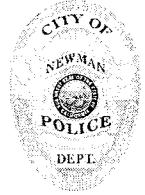
Wire rope shall be maintained in good condition. Only wire rope with swaged ends with metal sleeves in



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the loops shall be approved for use on CITY generated tows. Wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, badly worn, when there are two or more wires broken in lay length, or when there is other visible evidence of loss of strength.

- x. Class A – Light Duty: For the purposes of this Agreement, a Class A tow truck is defined as a tow truck that has a manufacturer’s GVWR of at least 14,000 pounds.
 - xi. Class B – Medium Duty: For the purposes of this Agreement, a Class B tow truck is defined as a tow truck with a GVWR of at least 26,001 pounds. The tow truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle.
 - xii. Class C- Heavy Duty: For the purposes of this Agreement, a Class C tow truck is defined as a tow truck with a GVWR of at least 48,000 pounds. The tow truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle.
- C. All tow trucks utilized by FRANCHISEE to provide CITY generated non-consensual tow services shall be inspected annually by CHP. To avoid multiple inspections, the FRANCHISEE will provide the Newman Police Department a copy of the current CHP inspection sheet.
- D. Storage lots/facilities will also receive a bi-annual inspection by the Newman Police Department at no additional cost to the FRANCHISEE.
- E. In the event the FRANCHISEES tow truck fails its initial or annual inspection, a reinspection of the FRANCHISEES tow truck, that failed inspection, must be conducted within thirty, (30) calendar days.
- F. All tow trucks shall maintain a broom, shovel, reflective triangles, fire extinguisher and a covered container with a minimum of 5 gallons of absorbent at all times.
- G. FRANCHISEE hereby allows the Newman Police Department to inspect any and all storage lots/facilities, used to store CITY generated tows, business office(s), and all equipment owned by FRANCHISEE at any time and for any reason, with or without notice. FRANCHISEE shall not utilize a tow truck on a CITY generated tow that has not been inspected.
- H. All tow trucks shall be clearly marked with the FRANCHISEE’S business name, address and telephone number on all doors.
- I. FRANCHISEE shall not display any sign or engage in any advertisement indicating an official connection with the CITY or the Police Department; (e.g., “Official Police Tow,” “Approved by NPD,” etc.). This will not preclude the Chief of Police, or his designee, from implementing a system of marking and/or identifying particular tow trucks as having passed a Newman Police Department inspection or as being certified as a FRANCHISEE for CITY generated tows.
- J. Towed vehicles shall be loaded, secured and transported in compliance with this Agreement and all applicable local, state and federal rules, regulations and laws. Any violation of local, state or federal rules, regulations or



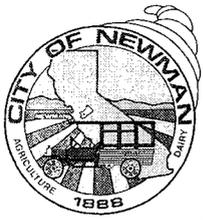
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laws, including, but not limited to a violation of the GVWR, safe loading requirements or a violation of the equipment requirements shall, at a minimum, be deemed a **failure to provide adequate service**.

- K. It is the responsibility of the FRANCHISEE to provide a sufficient number of tow trucks to meet all the terms and conditions of this Agreement. The number of tow trucks listed in this Agreement is a minimum. It is the FRANCHISEES responsibility to determine the number and type of tow trucks required to fulfill all the requirements of this Agreement.
- L. Any violation of 14A through 14L shall, at a minimum, be deemed a **failure to provide adequate service**.
- M. Any violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck may cause for immediate suspension, notwithstanding any provision of this Agreement to the contrary, and shall, at a minimum, be deemed a **failure to provide adequate service**. This includes but is not limited to, exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, not maintaining 50 percent of the tow trucks unladed front axle weight on the front of the axle or any violation of the CVC including, but not limited, to CVC Section 29004 CVC.

15. TOWING AND STORAGE CHARGES

- A. The following schedule reflects the maximum rates established for services or materials in connection with any vehicle towed pursuant to a CITY generated non-consensual tow, which includes but is not limited to the following.
 - i. Towing of all vehicles impounded by the CITY for investigation, as evidence in a criminal case, asset forfeiture or vehicles towed under the CVC including, but not limited to, CVC Section 14607.6 (vehicle forfeiture);
 - ii. Towing of vehicles involved in accidents, and/or stalled vehicles obstructing traffic, and/or vehicles illegally parked, and/or vehicles whose driver is incapacitated or physically unable to drive the vehicle, and/or vehicles whose driver has been arrested and/or detained and cannot drive the vehicle, and/or vehicles under the 30-day impound authority including, but not limited to, CVC Section 14602.6, and/or vehicles with five (5) or more outstanding parking citations;
 - iii. Towing of all vehicles necessitating special procedures to ascertain vehicle identification numbers, VIN tows, in compliance with requirements of the CVC;
 - iv. Towing of any abandoned vehicle, inoperative vehicle, or abated vehicle, from any street, alley, highway, or any other private or public property in the CITY pursuant to the NCC and CVC including, but not limited to CVC 22669
 - v. Towing any other vehicle or vessel as may be ordered by any police officer, police employee, or any other employee or agent of the CITY who is properly authorized to order such tow. This shall include, but is not limited to, any vehicle that is submerged, either wholly or in part. This shall also include, but is not be limited to, the removal and storage of any abandoned vessel from city streets/property, whether or not said vessel is attached to a trailer.
 - vi. Towing trailers, boats, motor homes, etc



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B. MAXIMUM CHARGES

Time expended on a CITY generated tow shall be charged at a rate not to exceed the rates set forth hereinafter. There shall be no additional charge(s) for towing after 5 p.m., weekend tows, holiday tows, use of a dolly or any other equipment, mileage and labor, which includes, but is not limited to, crane charges, winching and recovery from areas not accessible to the tow truck. FRANCHISEE shall collect all towing and storage charges from the vehicle owner unless otherwise stated in this Agreement.

Tow Fees

Year 1

- Class A tow (GVWR – 14,000 pounds) \$165.00
- Class B tow (GVWR – 26,001 pounds) Current CHP Rate
- Class C tow (GVWR – 48,000 pounds) Current CHP Rate

Year 2 (366th day)

- Class A tow (GVWR – 14,000 pounds) \$170.00
- Class B tow (GVWR – 26,001 pounds) Current CHP Rate
- Class C tow (GVWR – 48,000 pounds) Current CHP Rate

Year 3 (731st day)

- Class A tow (GVWR – 14,000 pounds) \$175.00
- Class B tow (GVWR – 26,001 pounds) Current CHP Rate
- Class C tow (GVWR – 48,000 pounds) Current CHP Rate

In the event that CITY exercises its right to extend the term of this Agreement pursuant to Paragraph 2, Term of Agreement, the maximum amount allowed for towing shall be:

Year 4

- Class A tow (GVWR – 14,000 pounds) \$180.00
- Class B tow (GVWR – 26,001 pounds) Current CHP Rate
- Class C tow (GVWR – 48,000 pounds) Current CHP Rate

Year 5

- Class A tow (GVWR – 14,000 pounds) \$185.00
- Class B tow (GVWR – 26,001 pounds) Current CHP Rate
- Class C tow (GVWR – 48,000 pounds) Current CHP Rate

Additional Charge for 2nd tow truck required for removal of a vehicle. (Must have direct approval by City of Newman officer on scene and must be itemized on the invoice.) \$83.00

Storage fees:

Year 1

- Outside Daily Storage Fee \$42.00
- Inside Daily Storage Fee..... \$42.00
- Class B/C Storage Fee..... \$45.00



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Year 2 (366th day)

Outside Daily Storage Fee.....	Current CHP Rate
Inside Daily Storage Fee.....	Current CHP Rate
Class B/C Storage Fee.....	Current CHP Rate

Year 3 (731st day)

Outside Daily Storage Fee.....	Current CHP Rate
Inside Daily Storage Fee.....	Current CHP Rate
Class B/C Storage Fee.....	Current CHP Rate

After business hours gate fee..... 1/2 of current hourly rate

In the event that the CITY exercises its right to extend the term of this Agreement pursuant to Paragraph 2, Term of Agreement, the maximum amount allowed for storage fees shall be:

Year 4

Outside Daily Storage Fee.....	Current CHP Rate
Inside Daily Storage Fee.....	Current CHP Rate
Class B/C Storage Fee.....	Current CHP Rate

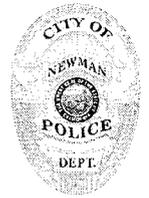
Year 5

Outside Daily Storage Fee.....	Current CHP Rate
Inside Daily Storage Fee.....	Current CHP Rate
Class B/C Storage Fee.....	Current CHP Rate

After business hours gate fee..... \$50.00

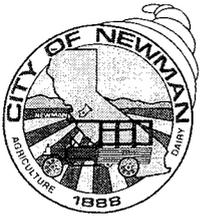
The above rates represent the maximum a FRANCHISEE may charge on a CITY generated non-consensual tow. A FRANCHISEE is not precluded from charging less when deemed appropriate. No FRANCHISEE, or their employee or agent, shall refer to any rate as the minimum required or set by the City of Newman.

- C. The schedule of rates charged by FRANCHISEE shall be available in the tow truck, and shall be presented upon demand to the person(s) for whom the non-consensual tow services were provided or his/her agent at the scene.
- D. Vehicles stored twenty-four (24) hours or less shall be charged for no more than one-day storage. Each day of storage thereafter shall be calculated by calendar day (Civil Code Section 3068.1).
- E. If a request for a non-consensual tow is cancelled by the CITY or vehicle's owner/agent prior to the FRANCHISEE taking possession of the vehicle, there shall be no charge to the CITY or to the vehicle owner by the FRANCHISEE
- F. FRANCHISEE may charge a fee for lien sale preparations in compliance with California Vehicle Code Section 22851.12. All lien preparations and/or sales performed by FRANCHISEE shall be done in strict compliance with all applicable laws. All forms shall be accurate and complete.



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- G. Notwithstanding any other provision of this Agreement to the contrary, any violations of sections 15.A. through 15.G shall, at a minimum, be deemed a **failure to provide adequate service** and a material breach of this Agreement, and shall constitute grounds for immediate termination of this Agreement.
- H. FRANCHISEE shall furnish a fully itemized billing to the vehicle owner or agent at the time of payment and/or upon request of the vehicle owner or agent. Failure to do so shall, at a minimum, be deemed a **failure to provide adequate service**.
- I. FRANCHISEE shall accept a valid bank credit card or cash for payment of towing and/or storage by the registered owner, legal owner or the owner's agent claiming the vehicle (CVC Section 22651.1). Appropriate credit card equipment shall be located at the primary business location and available for immediate processing from each tow truck. Failure to do so shall, at a minimum, be deemed a **failure to provide adequate service**.
- J. A record of all vehicles towed by FRANCHISEE under this Agreement shall be retained by the FRANCHISEE and shall be readily available for immediate inspection and/or transcription or copying at the primary business location of the FRANCHISEE for a minimum of three (3) years. Failure to retain and provide complete and accurate records upon request of the CITY shall, at a minimum, be deemed **a failure to provide adequate service**. All records shall contain the following information
- i. Date and time vehicle towed
 - ii. Police Department Case Number
 - iii. License Plate/Vehicle Identification Number
 - iv. Date and time of vehicle release
 - v. Year, Make and Model of Vehicle
 - vi. Copy of Newman Police Dept Vehicle Release (if applicable)
 - vii. Date Lien Filed (if applicable)
 - viii. Date Lien Sale (if applicable)
 - ix. All Lien Documents (if applicable)
 - x. All DMV paperwork (if applicable)
- K. A trailer with a vessel as a load (e.g. boat, motorcycle, jet ski,) shall be considered one vehicle for the purposes of the maximum rate allowed for tow and storage.
- L. Any violation of 15A through 15M shall at a minimum be deemed **a failure to provide adequate service**.



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16. RESPONSE / RESPONSE TIMES

- A. FRANCHISEE shall respond to a dispatch order for a CITY generated tow and be on-scene within thirty (20) minutes of the time of dispatch by a City of Newman dispatcher, a police officer, a community service officer, employee, agent, or other officer of the City of Newman who has been duly authorized to request tow services. The dispatcher shall record the time of dispatch into the incident history. The dispatchers' computer entry record shall be the official time piece for the time of dispatch. If the tow truck arrives on scene after the thirty (20) minute requirement, the dispatcher or the officer on scene shall log the time of arrival into the incident history. The officers or dispatchers computer entry record shall be the official time piece for the time of arrival of the tow truck.

Failure of the FRANCHISEE to respond to a call and furnish a tow truck capable of towing the vehicle at the designated point of the tow within thirty (20) minutes shall, at a minimum, be deemed a **failure to provide adequate service.**

Exception: Tows requested off the Over Weight Vehicle List shall respond to a dispatch order and be on scene within forty-five (45) minutes of the time of dispatch by a City of Newman dispatcher, a police officer, community service officer, employee, agent, or other officer of the CITY who has been duly authorized to request such tow services. Failure of the FRANCHISEE to respond to a tow request from the Over Weight Vehicle List and furnish a tow truck capable of towing the vehicle at the designated point of tow within forty five (45) minutes shall, at a minimum, be deemed a **failure to provide adequate service.**

- B. Any officer or CITY employee may at his/her discretion cancel a tow that has not arrived on scene within the required time.
- C. FRANCHISEE shall maintain a phone line dedicated to Newman Police Department Dispatch. Said phone line will be staffed twenty-four (24) hours a day, seven (7) days a week, including weekends and holidays. FRANCHISEES failure to answer the dedicated phone line will be deemed a **failure to provide adequate service.**
- D. FRANCHISEES failure to respond to a call for service by the City of Newman for any reason shall be deemed a **failure to provide adequate service.**

17. ROTATION TOW LIST- (does not apply since only one company on the current rotation list)

- A. The City of Newman will make a good faith effort to provide an even distribution of work among the FRANCHISEES. A list shall be established for non-consensual towing of all vehicles with a GVWR of 10,000 pounds or less. FRANCHISEE agrees to the rotation system established by the City of Newman.
- B. A separate list (Over Weight Vehicle List) will be established for non-consensual towing of vehicles with a GVWR of 10,001 pounds or more. FRANCHISEES who own or lease a tow truck with a minimum GVWR of 26,001 pounds may be placed on the Over Weight Vehicle List on a voluntary basis. However, once placed on the Over Weight Vehicle List FRANCHISEE shall give thirty (30) calendar days written notice to the Franchise Tow Administrator in order to be removed from the Over Weight Vehicle List.
- C. This Agreement applies to non-consensual towing as defined in this Agreement. Nothing contained herein shall be construed to regulate consensual tows.



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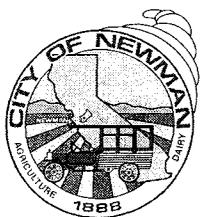
- D. CITY reserves the right to request any tow company, regardless of its position on the rotation tow list.

18. AUDITING OF CHARGES AND SERVICES

- A. The City of Newman reserves the right to audit all records, charges, and/or services provided by FRANCHISEE pursuant to this Agreement. The City of Newman duly authorized representative shall have access to and the right to examine, transcribe, and/or copy, during business hours, as defined in Section 11 B.i., any and all reports, records, documents, files and personnel necessary to audit and verify charges and services provided by FRANCHISEE. A complete record of all vehicles towed by FRANCHISEE pursuant to this Agreement including, but not limited to; date and time of tow, Police Department case number, license plate number, vehicle identification number, date and time of release, year, make and model of vehicle, copy of Newman Police Department vehicle release (if applicable), all completed lien and sale documents (if applicable) and vehicle disposition shall be readily available for inspection at the primary business location of the FRANCHISEE and provided to the City of Newman immediately upon request, and shall be retained for a minimum of three (3) years.

19. RESPONSIBILITY

- A. FRANCHISEE shall be responsible for the protection of all CITY generated towed and/or stored vehicles in its possession until the vehicle has been released to its owner, or disposed of through the legal process, and shall be responsible for safeguarding all articles or property left in the towed and/or stored vehicle.
- B. FRANCHISEE shall release personal property from a towed/stored vehicle at the request of the vehicle owner or his/her agent, accept under the below listed exceptions. (Personal property is considered to be items, which are not affixed to the vehicle; i.e. papers, cell phones, clothes, luggage, tools, cargo, etc.) EXCEPTION: No personal property shall be released from vehicles impounded by the City of Newman for evidence, investigation, asset forfeiture or vehicle forfeiture without prior authorization from the Newman Police Department.
- C. Any vehicle towed by the Newman Police Department for evidence, investigation, asset forfeiture and vehicle forfeiture (CVC Section 14607.6) and stored by the FRANCHISEE shall be stored at the primary storage facility and shall not be moved until authorized by the Chief of Police, the Tow Franchise Administrator or their designee. The need for inside storage shall be indicated on the tow sheet. Vehicles towed by the Newman Police Department for evidence, investigation, asset forfeiture and vehicle forfeiture (CVC Section 14607.6) shall not be lien sold until such time as the Newman Police Department Tow Franchise Administrator provides the FRANCHISEE with a written release of the vehicle.
- D. FRANCHISEE shall not release any vehicle that is marked as an "Agency Hold" on the Vehicle Report without a signed Newman Police Department Vehicle Release form.
- E. FRANCHISEE shall ensure that all debris and fluids are cleared from the scene of a CITY generated tow prior to leaving the scene.
- F. Any violation of sections 19.A thru 19.E shall, at a minimum, be deemed a **failure to provide adequate service**.



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20. COMPLIANCE WITH THE LAW

- A. FRANCHISEE and its tow truck driver(s) and employees must be in compliance with all terms and conditions of this Agreement and all applicable federal, state, and local laws, rules, and regulations which are in force or become effective during the franchise period which, in any manner, affect towing and storage of vehicles, including, without limitation, the requirement that any person who drives a tow truck for FRANCHISEE is properly licensed and permitted and that all tow trucks meet any and all applicable Vehicle Code requirements.
- B. In the event that FRANCHISEE or any agent or employee of FRANCHISEE is cited, arrested and/or charged with any misdemeanor or felony driving offense, any crime involving stolen or embezzled vehicles, fraud related to the towing business, stolen or embezzled property, crimes of violence, driving while under the influence of alcohol and/or drugs, possession and/or sales of drugs or crimes of moral turpitude, FRANCHISEE may be immediately suspended or terminated at the discretion of the Chief of Police and/or FRANCHISEE's employee or agents Attendant Permit may be immediately suspended or revoked, notwithstanding any provision of this Agreement to the contrary. FRANCHISEE shall notify the Tow Administrator within seventy-two (72) hours of any citation or arrest of the FRANCHISEE or any known citation or arrest of any agent or employee of the FRANCHISEE.
- C. Any conviction of FRANCHISEE or any agent or employee of FRANCHISEE for any misdemeanor or felony driving offense, any crime involving stolen or embezzled vehicles, fraud related to the towing business, stolen or embezzled property, crimes of violence, driving while under the influence of alcohol and/or drugs, possession and/or sales of drugs or crimes of moral turpitude, notwithstanding any provision of this Agreement to the contrary, shall be grounds for immediate suspension or termination of this Agreement, at the discretion of the Chief of Police. FRANCHISEE shall notify the Tow Administrator within seventy-two (72) hours of any conviction of FRANCHISEE or any known conviction of an agent or employee of FRANCHISEE
- D. Any violation of 20A thru 20C shall, at a minimum, be deemed a **failure to provide adequate service.**

21. FAILURE TO PROVIDE ADEQUATE SERVICE/DISCIPLINARY ACTION

- A. FRANCHISEE'S failure to meet **any** of the terms and conditions of this Agreement shall, at a minimum, be deemed a failure to provide adequate service. Any failure to provide adequate service is a **violation** of the terms of this Agreement and shall result in the following disciplinary action unless otherwise stated in this Agreement:
- i. First violation within any rolling twelve (12) month period, Written Notice via certified mail
 - ii. Second violation within any rolling twelve (12) month period, Written Warning via certified mail.
 - iii. Third violation within any rolling twelve (12) month period, thirty (30) Day Suspension.
 - iv. Upon reinstatement following a suspension a new rolling twelve (12) month period will begin for the FRANCHISEE.
 - v. Any two suspensions within any rolling three (3) year period shall result in termination of this Agreement.



NON-EXCLUSIVE NON-CONSENSUAL TOWING SERVICE FRANCHISE AGREEMENT

- B. Nothing herein shall be deemed to prohibit the Chief of Police, or his designee, from imposing an immediate suspension and/or termination on any FRANCHISEE and/or employee(s) whose conduct, in the opinion of the Chief of Police, or his designee, is considered to be a danger to the motoring public or who has engaged in conduct constituting a gross violation of this Agreement.

22. EXPERIENCE/SALE OR TRANSFER OF BUSINESS

- A. FRANCHISEE must have owned a towing business in the State of California for a minimum of two (2) years immediately preceding the date of its application for a non-exclusive non-consensual towing service franchise.
- B. FRANCHISEE agrees that sale or transfer of the controlling interest in FRANCHISEES Tow Company shall immediately terminate this Agreement.

23. REVIEW/APEAL OF VIOLATION

- A. FRANCHISEE may request a review of a **violation** within seven (7) calendar days of receipt of the notice of violation by submitting a request in writing to the Administrative Services Sergeant. If a review is requested by FRANCHISEE, it shall be done as soon as practicable by the Administrative Services Sergeant or his/her designee. FRANCHISEE shall be notified in writing of the Administrative Services Sergeants decision(s) within ten (10) business days of the date of completion of the review.
- B. Following a review, FRANCHISEE may appeal the Administrative Services Sergeants decision(s) by submitting a request in writing to the Chief of Police within seven (7) calendar days of receipt of the decision. If an appeal is requested, it shall be done as soon as practicable. The appeal shall be conducted by the Chief of Police or his/her designee. FRANCHISEE shall be notified in writing of the decision(s) of the Chief of Police within ten (10) business days of the date of the completion of the appeal. **The decision of the Chief of Police is final.**
- C. A suspension or termination resulting from a violation shall not be imposed until the review and/or appeal process for that violation has been exhausted, except where this Agreement permits an immediate suspension or termination or where a FRANCHISEE'S conduct is deemed to be a danger to the motoring public or who has engaged in conduct constituting a gross violation of this Agreement. Failure to request a review or appeal in writing within the time specified or failure of FRANCHISEE to appear at a scheduled review or appeal hearing shall constitute a waiver of his or her right to a review or appeal and adjudication of the violation and/or disciplinary action and the violation and/or disciplinary action shall become final.

24. MOTOR CARRIER PERMIT/OTHER PERMITS AND LICENSES

- A. FRANCHISEE must possess a current/valid Department of Motor Vehicles Motor Carrier Permit. Failure to do so shall be grounds for immediate suspension and/or termination of this Agreement.
- A. FRANCHISEE and his/her officers, officials, employees and agents shall obtain and maintain during the term of this Agreement all necessary licenses, permits and certificates required by law for the conduct of FRANCHISEE'S activities and for the provision of services hereunder, including a business license issued by the City of Newman.

RESOLUTION NO. 2010-

**A RESOLUTION OF THE CITY OF NEWMAN CITY COUNCIL
ESTABLISHING A CITY-GENERATED FRANCHISE TOWING SERVICES AGREEMENT:
AUTHORIZING THE POLICE DEPARTMENT TO ENTER INTO SAID AGREEMENT
NEWMAN CITY TOW**

THE CITY OF NEWMAN CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the City seeks to enhance the delivery of public safety services through the timely response of tow rotation operators to police requests for vehicle seizure and impounds; and,

WHEREAS, there is currently no provision in the Newman City Code, nor in a resolution, that allows the Newman Police Department to impose a fee on local tow operators in return for the privilege of participating in the City's tow rotational list; and,

WHEREAS, the City is seeking a means to offset the Police Department's cost of maintaining a rotation list, inspecting tow truck equipment and storage facilities, verifying licensing, investigating complaints against tow operators and their clients, and responding to other tow operator-related matters; and,

WHEREAS, the City recognizes that a Franchise Towing Services Agreement (hereinafter "Agreement") with tow rotation operators that requires a "per tow" fee will help offset the City's cost of maintaining a rotation list, inspecting tow truck equipment and storage facilities, verifying licensing, investigating complaints against tow operators and their clients, and responding to other tow operator-related matters,

WHEREAS, the City wishes to establish fees for said tow companies to provide price protection and consistency for customers.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL hereby adopts the Agreement as proposed and authorizes the Police Department to enter into said Agreements with Newman City Tow.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9th day of February 2010 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

REVIEW OF THE 2009-2010 ANNUAL BUDGET AT MID YEAR

RECOMMENDATION:

It is recommended that the Newman City Council:

1. Review and Approve budget adjustments as proposed in the report

BACKGROUND:

It is customary for Municipalities to review their original revenue and expenditure projections at midyear. December 31 is the mid way point of our fiscal year. Year to date revenues collected for all City Funds and amounts spent for City wide expenses were analyzed for the period ending December 31, 2009.

ANALYSIS:

Attachments A & B compare the revenue and expenditure budgets to actual amounts received and spent at December 31, 2009 or 50% of the year completed. As Council knows revenues and expenditures do not necessarily happen 1/12 every month of the year. This report is a good summary but still needs to be analyzed to project what will happen the balance of the year. As you can see in this report, total general fund revenues collected are at 28.1%, and city wide 14.6%. Clearly, cash flow wise, more revenues are collected in the second half of the year than in the first half. General Fund Expenditures are 45.9% spent and city wide 31%. To prepare the proposed adjustments I analyzed the revenue and expenditure line items and also discussed the budget with the City Manager and the various department heads and their staffs. Attachments C & D are the proposed revenue and expenditure budget adjustments by line item. Attachment E shows the *projected* fund balances at June 30, 2010. It should be noted that the original budget estimated the beginning fund balances but I now have the completed prior year audit so I have used actual beginning figures per the audit.

FISCAL IMPACT:

Attachment C shows the detail of the revenue budget adjustments totaling \$1,515,234 across all funds. Increases in revenues relate to a Federal COPS grant awarded after the adoption of the budget and will be used to pay for a police officer for 3 years. We are also receiving loans to fund the Downtown Plaza and the Wastewater Plant Expansion Project. We are also proposing to reduce the sales tax revenue in the General Fund. While we did reduce the 09-10 budget as compared to the 08-09 budget figures, the current budget is greater than the amount we actually received in 08-09. We are projecting sales tax collections to be about 34% less in the current year than actual collections last fiscal year. The decrease is mainly due to the loss the auto dealership in the City and sales tax being diverted from Newman to Modesto by Breshears gas station. Of course the overall down economy is hurting the situation also. Interest income revenues are being proposed to be adjusted downward in almost all the City funds. At the time the budget was being prepared we were earning 1.6% on our investments. Now we are earning only .57% on those same investments, less than half of what we were. In a couple of funds we are actually increasing our estimate and that is because our principal amount to invest is over what was estimated.

Attachment D shows the detail of the expenditure budget adjustments totaling \$463,588 across all funds. Expenditure increases are due to adding the budget for the one police officer being paid for by the Federal COPS grant mentioned above and also increasing the PERS expense budgets of all City departments. The PERS addition is due to a calculation formula error on the salary worksheet we use to figure salary costs. In addition we are budgeting for the first payment on I Bank loan relating to the Wastewater Treatment Plant, and we are reducing the contract services and Property Tax Pass Thru budget in Redevelopment. We are also adding the Safe Route to School street project at Merced and Inyo that was previously

Agenda Item: 10.d.

approved by Council but not added to the budget. This is funded by a \$225,000 Cal Trans Grant with a \$25,000 match from our Local Transportation Fund. Lastly we are increasing the Lift Stations repair budget by \$20,000. Unexpected repairs on 3 lift stations are the cause but monies are available in this fund for the increase.

In addition an outstanding issue remains relating to a state take away of Redevelopment funds in the amount of \$402,877. Redevelopment Agencies are currently challenging the states right to take that money in the courts. If we lose that court battle we will have to appropriate that money out of our Low Moderate Housing Fund where we do have funds to pay that if necessary.

CONCLUSION:

Attachment E is a projection of the ending fund balances of all funds. In general, funds should not be negative. As you can see all of our funds are projected to have positive ending balances except Redevelopment. Redevelopment is negative because projects are hitting this year and we will have to make up for it with next years taxes. While the adjusted budget shows a \$309,320 General Fund deficit for the 2009-10 fiscal year, it stills has an estimated ending Fund Balance of \$2,661,191. This is a 71% reserve of annual operating costs which is healthy. I believe the City is in good financial health for now but in the future we need to work on balancing the General Fund current expenses with current revenues and not rely on existing fund balances.

Respectfully submitted,

Bruce Budman
Finance Director

REVIEWED/CONCUR:



Michael Holland, City Manager

**CITY OF NEWMAN
REVENUE ANALYSIS BY FUND
FISCAL YEAR JULY 2009-JUNE 2010
BALANCES AS OF DECEMBER 31, 2009
50% OF YEAR COMPLETE**

ATTACHMENT A

		BUDGET	ACTUAL	REMAINING BUDGET	Percent Of Budget Collected	
General Fund						
10 5010	Property Taxes	\$ 527,724	\$ 331,352	\$ 196,372	62.8%	Prop tax comes in Dec/Jan
10 5070	Sales Tax	\$ 450,000	\$ 80,668	\$ 369,332	17.9%	Need to reduce budget by \$75-100K
10 5095	Business License Taxes	\$ 29,000	\$ 20,915	\$ 8,085	72.1%	
10 5080	Franchise Fees	\$ 121,500	\$ 9,027	\$ 112,473	7.4%	Majority of funds come in April & June
10 5300's	License & Permits	\$ 58,350	\$ 36,140	\$ 22,210	61.9%	
10 5400's	Fines & Forfeitures	\$ 52,500	\$ 29,007	\$ 23,493	55.3%	
10 5500's	Use of Assets	\$ 125,000	\$ 16,607	\$ 108,393	13.3%	
10 5630	Motor Vehicle Tax	\$ 637,500	\$ 7,344	\$ 630,156	1.2%	Majority of funds come in Feb & June
10 5600's	Intergovernmental Revenues	\$ 73,300	\$ 16,588	\$ 56,712	22.6%	
10 5730	Refuse Collection	\$ 700,000	\$ 355,455	\$ 344,545	50.8%	
10 5700's	Charges for Current Services	\$ 179,080	\$ 31,559	\$ 147,521	17.6%	
10 5800's	Miscellaneous Revenue	\$ 326,694	\$ 63,478	\$ 263,216	19.4%	Admin Surcharge done at year end
10 5900	Transfers In	\$ 277,596	\$ 2,822	\$ 274,774	1.0%	Transfers Done at year end
Total General Fund Revenues		\$ 3,558,244	\$ 1,000,962	\$ 2,557,282	28.1%	
Special Revenue Funds						
15	Grant Program Income	\$ 30,000	\$ 5,007	\$ 24,993	16.7%	
17	Grants State	\$ 246,450	\$ 708	\$ 245,742	0.3%	Hill Park & Transfer in not in yet
18	Grants Federal	\$ 2,304,921	\$ 32,946	\$ 2,271,975	1.4%	ARRA, Transfer in & TEA funds not in yet
20	County CDBG Consortium	\$ 2,134,732	\$ 37,913	\$ 2,096,819	1.8%	Neighborhood Stabization & Consortium funds not in yet
21	Gas Tax	\$ 177,596	\$ 63,266	\$ 114,330	35.6%	
22	Abandoned Vehicle Abatement	\$ 6,050	\$ 2,206	\$ 3,844	36.5%	
24	Local Transportation Fund	\$ 473,942	\$ 123,760	\$ 350,182	26.1%	
25	Employee Home Loan Program	\$ 500	\$ 26	\$ 474	5.2%	
30	Asset Forfeiture	\$ 15	\$ 2	\$ 13	13.3%	
62	Lift Station	\$ 83,100	\$ 43,103	\$ 39,997	51.9%	
68	Business License Surcharge	\$ 11,200	\$ 8,791	\$ 2,409	78.5%	
69	Power/Lighting Assessments	\$ 216,973	\$ 109,066	\$ 107,907	50.3%	Prop tax comes in Dec & April
70	Contingency Fund	\$ 2,000	\$ 390	\$ 1,610	19.5%	
71	Capital Repair & Replacement	\$ 74,000	\$ 789	\$ 73,211	1.1%	Transfers Done at year end
72	COPS Grant	\$ 100,000	\$ 25,179	\$ 74,821	25.2%	Receiving funds from state quarterly
73	Redevelopment	\$ 727,960	\$ 351,862	\$ 376,098	48.3%	Prop tax comes in Dec & April
74	Housing Administration	\$ 172,372	\$ 87,601	\$ 84,771	50.8%	Prop tax comes in Dec & April
Total Special Revenue Expenditures		\$ 6,761,811	\$ 892,615	\$ 5,869,196	13.2%	
Enterprise Funds						
60	WWTP/Sewer Fund	\$ 2,047,033	\$ 957,730	\$ 1,089,303	46.8%	
63	Water Fund	\$ 895,750	\$ 496,723	\$ 399,027	55.5%	
Total Enterprise Fund Expenditures		\$ 2,942,783	\$ 1,454,453	\$ 1,488,330	49.4%	
Capital Projects						
16	Parks Facility Fee	\$ 5,000	\$ 6,864	\$ (1,864)	137.3%	Fees paid not budgeted
40	Public Facility Fee	\$ 169,181	\$ 47,458	\$ 121,723	28.1%	
41	Supplemental Impact Fees	\$ 37,000	\$ 18,235	\$ 18,765	49.3%	
42	Storm Drain	\$ 2,000	\$ 2,070	\$ (70)	103.5%	Fees paid not budgeted
61	Sewer Capital	\$ 20,000	\$ 4,355	\$ 15,645	21.8%	Fees paid not budgeted
64	Water Capital	\$ 18,400	\$ 4,439	\$ 13,961	24.1%	
Total Capital Project Expenditures		\$ 251,581	\$ 83,421	\$ 168,160	33.2%	
All City Grand Total		\$ 13,514,419	\$ 1,976,998	\$ 8,594,638	14.6%	

**CITY OF NEWMAN
EXPENDITURE ANALYSIS BY FUND
FISCAL YEAR JULY 2009-JUNE 2010
BALANCES AS OF DECEMBER 31, 2009
50% OF YEAR COMPLETE**

ATTACHMENT B

		BUDGET	ACTUAL	Remaining BUDGET	% Of Budget Spent	
General Fund						
10 01	City Council	\$ 34,503	\$ 12,281	\$ 22,222	35.6%	
10 02	City Manager	\$ 102,545	\$ 59,360	\$ 43,185	57.9%	
10 03	City Clerk	\$ 36,386	\$ 15,873	\$ 20,513	43.6%	
10 06	Planning	\$ 106,009	\$ 50,603	\$ 55,406	47.7%	
10 07	Government Building	\$ 58,905	\$ 22,943	\$ 35,962	38.9%	
10 14	Finance	\$ 123,339	\$ 55,156	\$ 68,183	44.7%	
10 15	Government Auxillary	\$ 81,905	\$ 48,401	\$ 33,504	59.1%	
10 21	Police	\$ 1,807,568	\$ 901,280	\$ 906,288	49.9%	
10 22	Fire	\$ 120,021	\$ 24,166	\$ 95,855	20.1%	
10 23	Building Regulation	\$ 87,268	\$ 42,333	\$ 44,935	48.5%	
10 31	Engineering	\$ 20,000	\$ 7,281	\$ 12,719	36.4%	
10 33	Street Maintenance	\$ 218,175	\$ 76,835	\$ 141,340	35.2%	
10 41	Refuse Collection	\$ 588,000	\$ 249,321	\$ 338,679	42.4%	
10 44	Parks	\$ 144,716	\$ 64,958	\$ 79,758	44.9%	
10 45	Recreation Services	\$ 101,984	\$ 38,496	\$ 63,488	37.7%	
10 46	Corporation Yard	\$ 9,550	\$ 1,582	\$ 7,968	16.6%	
Total General Fund Expenditures		\$ 3,640,874	\$ 1,670,869	\$ 1,970,005	45.9%	
Special Revenue Funds						
15	Grant Program Income	\$ 13,000	\$ 4,249	\$ 8,751	32.7%	
17	State Grants	\$ 612,450	\$ 364,034	\$ 248,416	59.4%	Street Projects in progress
18	Grants Federal	\$ 1,773,835	\$ 40,896	\$ 1,732,939	2.3%	Downtown Plaza just starting
20	County CDBG Consortium	\$ 2,030,953	\$ 268,766	\$ 1,762,187	13.2%	
21	Gas Tax	\$ 177,596	\$ -	\$ 177,596	0.0%	Transfer done at year end
22	Abandoned Vehicle Abatement	\$ 4,448	\$ 1,296	\$ 3,152	29.1%	
24	Local Transportation Fund	\$ 443,589	\$ 127,816	\$ 315,773	28.8%	
62	Lift Station	\$ 165,991	\$ 32,754	\$ 133,237	19.7%	Equipment not purchased yet
68	Business License Surcharge	\$ 10,274	\$ 4,541	\$ 5,733	44.2%	
69	Power/Lighting Assessments	\$ 175,663	\$ 66,821	\$ 108,842	38.0%	
71	Capital Repair & Replacement	\$ 62,567	\$ 49,449	\$ 13,118	79.0%	Debt Service payment made
72	COPS Grant	\$ 100,000	\$ -	\$ 100,000	0.0%	Transfer done at year end
73	Redevelopment	\$ 1,218,733	\$ 332,583	\$ 886,150	27.3%	Downtown Plaza just starting
74	Housing Administration	\$ 398,381	\$ 57,434	\$ 340,947	14.4%	No loans to home buyers yet
Total Special Revenue Expenditures		\$ 7,187,480	\$ 1,350,639	\$ 5,836,841	18.8%	
Enterprise Funds						
60	WWTP/Sewer Fund	\$ 1,467,641	\$ 467,210	\$ 1,000,431	31.8%	Debt Service payment not made
63	Water Fund	\$ 880,104	\$ 417,962	\$ 462,142	47.5%	Debt Service payment made
Total Enterprise Fund Expenditures		\$ 2,347,745	\$ 885,172	\$ 1,462,573	37.7%	
Capital Projects						
16	Parks Facility Fee	\$ 99,729	\$ -	\$ 99,729	0.0%	Transfer done at year end
40	Public Facility Fee	\$ 69,194	\$ 32,222	\$ 36,972	46.6%	Debt Service payment made
42	Storm Drain	\$ 25,000	\$ -	\$ 25,000	0.0%	Study not started
61	Sewer Capital	\$ 1,602,658	\$ 822,045	\$ 780,613	51.3%	
64	Water Capital	\$ 422,682	\$ 11,742	\$ 410,940	2.8%	Water Studies & Well projects in progress
Total Capital Project Expenditures		\$ 2,219,263	\$ 866,009	\$ 1,353,254	39.0%	
All City Grand Total		\$ 15,395,362	\$ 4,772,689	\$ 10,622,673	31.0%	

**CITY OF NEWMAN
MID-YEAR BUDGET REVIEW
2009-10**

Attachment C

REVENUES			Amount	Total by Fund	Explanation
Fund	Description	Department			
10	5070 Finance	Sales Tax	\$ (150,000)		08-09 actual of 436,866 less 34%
10	5500 Finance	Interest Income	\$ (50,000)		
10	5900 Finance	Transfer In	\$ 63,792		Transfer in to cover PD salaries relating to COPS grant
10	5900 Finance	Transfer In	\$ (1,300)	\$ (137,508)	Decrease Transfer in by reduced interest income in Gas Tax Fund
15	5500 Program Income	Interest Income	\$ (3,000)	\$ (3,000)	
16	5500 Park Facility Fees	Interest Income	\$ (2,000)	\$ (2,000)	
17	5500 State Grant	Interest Income	\$ (2,000)		
17	5980 State Grant	State Grant	\$ 225,000		Safe Route to Schools Grant-Cal Trans
17	5900 State Grant	Transfer In	\$ 25,000	\$ 248,000	Transfer in from LTF for City match
18	5500 Federal Grants	Interest Income	\$ (4,500)		
18	5696 Fed Grant	COP Grant	\$ 63,792	\$ 59,292	3 Year Grant covering Salary & Benefits of 1 Police Officer
20	5500 CDBG Consortium	Interest Income	\$ (200)	\$ (200)	
21	5500 Gas Tax	Interest Income	\$ (1,300)	\$ (1,300)	
24	5500 Local Transportation	Interest Income	\$ 2,500	\$ 2,500	
25	5500 Employee Home Loan	Interest Income	\$ (400)	\$ (400)	
40	5500 Public Facility Fee	Interest Income	\$ (20,000)	\$ (20,000)	
42	5500 Storm Drain	Interest Income	\$ (800)	\$ (800)	
60	5500 Sewer Fund	Interest Income	\$ (20,000)	\$ (20,000)	
61	5500 Sewer Capital	Interest Income	\$ (16,000)		
61	5629 Sewer Cap	I Bank Loan	\$ 1,000,000	\$ 984,000.00	Loan for Wastewater Plant Expansion
62	5500 Lift Station	Interest Income	\$ (1,000)	\$ (1,000)	
63	5500 Water Fund	Interest Income	\$ (1,000)	\$ (1,000)	
64	5500 Water Capital	Interest Income	\$ (7,000)	\$ (7,000)	
68	5500 Business License	Interest Income	\$ (150)	\$ (150)	
69	5500 LLD	Interest Income	\$ (800)	\$ (800)	
70	5500 Contingency	Interest Income	\$ (500)	\$ (500)	
71	5500 Repair & Replacement	Interest Income	\$ (6,000)	\$ (6,000)	
72	5500 COPS Grant	Interest Income	\$ 400	\$ 400	
73	5500 RDA	Interest Income	\$ (4,800)		
73	5629 RDA	County Economic Development Loan	\$ 400,000		Economic Loan to cover Downtown Plaza
73	5900 RDA	Transfer In	\$ 25,500	\$ 420,700	Transfer In from Supplemental Impact Fee Fund for Downtown Plaza
74	5500 Housing	Interest Income	\$ 2,000	\$ 2,000	
TOTAL REVENUE ADJUSTMENTS			\$ 1,515,234	\$ 1,515,234	

CITY OF NEWMAN
MID-YEAR BUDGET REVIEW
2009-10

Attachment D

EXPENSES

Fund Description	Department	Amount	Total by Fund	Explanation
10 6010-21	Police	Salaries	\$ 35,915	1 police officers salary and benefits paid for by federal grant (Total \$63,792)
10 6100-21	Police	PERS	\$ 13,420	1 police officers salary and benefits paid for by federal grant (Total \$63,792)
10 6110-21	Police	Social Security	\$ 2,747	1 police officers salary and benefits paid for by federal grant (Total \$63,792)
10 6120-21	Police	Health Ins	\$ 8,775	1 police officers salary and benefits paid for by federal grant (Total \$63,792)
10 6130-21	Police	Unemployment	\$ 144	1 police officers salary and benefits paid for by federal grant (Total \$63,792)
10 6140-21	Police	Workers Compensation	\$ 2,058	1 police officers salary and benefits paid for by federal grant (Total \$63,792)
10 6180-21	Police	Dental/Vision	\$ 733	1 police officers salary and benefits paid for by federal grant (Total \$63,792)
10 6010-21	Police	Salaries	\$ 1,255	Calculation error in original budget
10 6100-02	City Manager	PERS	\$ 331	PERS calculation error in original budget
10 6100-03	City Clerk	PERS	\$ 355	PERS calculation error in original budget
10 6100-06	Planning	PERS	\$ 1,040	PERS calculation error in original budget
10 6100-07	Building	PERS	\$ 393	PERS calculation error in original budget
10 6100-14	Finance	PERS	\$ 1,403	PERS calculation error in original budget
10 6100-21	Police	PERS	\$ 11,836	PERS calculation error in original budget
10 6100-23	Regulation	PERS	\$ 701	PERS calculation error in original budget
10 6100-33	Street Maint	PERS	\$ 1,515	PERS calculation error in original budget
10 6100-44	Parks	PERS	\$ 1,569	PERS calculation error in original budget
10 6100-45	recreation	PERS	\$ 642	PERS calculation error in original budget
10 6200-02	City Manager	Contract Svc	\$ 6,400	\$ 91,232 Legal Fees
17 6200-33	State Grant	Street Project	\$ (14,897)	Reduce Prop 1B budget by amounts spent in 08-09
17 7744-32	State Grant	Street Project	\$ 250,000	\$ 235,103 Safe Rt to School Project at Merced-Inyo-Hoyer-Upper
18 9200-22	Police	Transfer Out	\$ 63,792	\$ 63,792 Transfer out to cover PD salaries relating to COPS grant
21 9200	Gas Tax	Transfer Out	\$ (1,300)	\$ (1,300) Decrease Transfer by reduced interest income
22 6100-20	AVA	PERS	\$ 382	\$ 382 PERS calculation error in original budget
24 9200	LTF	Transfer Out	\$ 25,000	\$ 25,000 Transfer out to cover City Match for Safe Route To School Project
41 9200	Supplemental Impact Fee	Transfer Out	\$ 25,500	\$ 25,500 Transfer funds to RDA for Downtown Plaza
60 6100-50	WWTP	PERS	\$ 3,863	\$ 3,863 PERS calculation error in original budget
61 8125-50	Sewer	WWTP I Bank Interest	\$ 108,606	\$ 108,606 First Interest Payment plus Loan Orig Fee on I Bank Loan due 2/1/10
62 6100-60	Lift Station	PERS	\$ 389	PERS calculation error in original budget
62 6225-60	Lift Station	Repair	\$ 20,000	\$ 20,389 Unexpected failure of 3 lift stations
63 6100-56	Water	PERS	\$ 3,683	\$ 3,683 PERS calculation error in original budget
69 6100-47	LLD	PERS	\$ 386	\$ 386 PERS calculation error in original budget
73 7867-70	RDA	RDA Pass Thru	\$ (14,803)	Over Budgeted Pass Thru Amount
73 6200-70	RDA	Contract Svc	\$ (100,000)	Less contract Services
73 6100-70	RDA	PERS	\$ 1,404	\$ (113,399) PERS calculation error in original budget
74 6100-70	Housing	PERS	\$ 351	\$ 351 PERS calculation error in original budget
TOTAL EXPENDITURE ADJUSTMENTS			<u>\$ 463,588</u>	<u>\$ 463,588</u>

**CITY OF NEWMAN
FUND BALANCE ANALYSIS**

Attachment E

	Unreserved Fund Balance @ 7/1/09 Per Original Budget	Unreserved Fund Balance @ 7/1/09 Per Audit	Change in Beginning Balance from Original Budget	Revenues Less Expenses Per Budget 09/10	Budget Adjustments Revenues	Budget Adjustments Expenses	Estimated Fund Balance @ 6/30/10 After Audit
10 General Fund	\$ 2,908,082	\$ 2,970,511	\$ 62,429	\$ (80,580)	\$ (137,508)	\$ (91,232)	\$ 2,661,191
15 Program Income Grant	\$ 275,250	\$ 226,433	\$ (48,817)	\$ 17,000	\$ (3,000)	\$	\$ 240,433
16 Park Facility Fee	\$ 138,430	\$ 363,064	\$ 224,634	\$ (94,729)	\$ (2,000)	\$	\$ 266,335
17 State Grants	\$ 401,530	\$ 363,064	\$ (38,466)	\$ (366,000)	\$ 248,000	\$ (235,103)	\$ 9,961
18 Grants-Federal	\$ -	\$ (342)	\$ (342)	\$ 531,086	\$ 59,292	\$ (63,792)	\$ 526,244
19 Grants-Housing	\$ -	\$ 434,756	\$ 434,756	\$ -	\$	\$	\$ 434,756
20 County CDBG Consortium	\$ 138,150	\$ 92,643	\$ (45,507)	\$ 103,779	\$ (200)	\$	\$ 196,222
21 Gas Tax	\$ -	\$ -	\$ -	\$ -	\$ (1,300)	\$ 1,300	\$ -
22 Abandoned Vehicle	\$ 6,900	\$ 8,105	\$ 1,205	\$ 1,602	\$	\$ (382)	\$ 9,325
24 Local Transportation Fund	\$ 441,480	\$ 507,806	\$ 66,326	\$ 30,353	\$ 2,500	\$ (25,000)	\$ 515,659
25 Employee Home Loan Program	\$ -	\$ 11,965	\$ 11,965	\$ 500	\$ (400)	\$	\$ 12,065
30 Asset Forfeiture	\$ 975	\$ 977	\$ 2	\$ 15	\$	\$	\$ 992
40 Public Facility Improvements	\$ 4,084,000	\$ 4,096,640	\$ 12,640	\$ 99,987	\$ (20,000)	\$	\$ 4,176,627
41 Supplemental Impact Fees	\$ 297,000	\$ 303,742	\$ 6,742	\$ 37,000	\$	\$ (25,500)	\$ 315,242
42 Storm Drain	\$ 32,000	\$ 154,891	\$ 122,891	\$ (23,000)	\$ (800)	\$	\$ 131,091
60 Sewer Fund	\$ 3,660,960	\$ 4,502,280	\$ 841,320	\$ 579,392	\$ (20,000)	\$ (3,863)	\$ 5,057,809
61 Sewer Wastewater Capital	\$ 1,238,620	\$ 790,344	\$ (448,276)	\$ (1,582,658)	\$ 984,000	\$ (108,606)	\$ 83,080
62 Lift Station Surcharge	\$ 265,800	\$ 274,000	\$ 8,200	\$ (82,891)	\$ (1,000)	\$ (20,389)	\$ 169,720
63 Water Fund	\$ 302,159	\$ 569,373	\$ 267,214	\$ 261,700	\$ (1,000)	\$ (3,683)	\$ 826,390
64 Capital Water Fee	\$ 1,167,400	\$ 1,076,025	\$ (91,375)	\$ (404,282)	\$ (7,000)	\$	\$ 664,743
68 Business License Surcharge	\$ 578	\$ 622	\$ 44	\$ 926	\$ (150)	\$	\$ 1,398
69 Power/Lighting Assessment	\$ 198,222	\$ 175,397	\$ (22,825)	\$ 16,310	\$ (800)	\$ (386)	\$ 190,521
70 Contingency Fund	\$ 197,000	\$ 197,536	\$ 536	\$ 2,000	\$ (500)	\$	\$ 199,036
71 Capital Repair & Replacement	\$ 323,490	\$ 412,221	\$ 88,731	\$ 11,433	\$ (6,000)	\$	\$ 417,654
72 COPS Grant	\$ -	\$ 48,048	\$ 48,048	\$ -	\$ 400	\$	\$ 48,448
73 Redevelopment	\$ 585,400	\$ (100,006)	\$ (685,406)	\$ (490,773)	\$ 420,700	\$ 113,399	\$ (56,680)
74 RDA-Housing	\$ 504,500	\$ 767,802	\$ 263,302	\$ (226,473)	\$ 2,000	\$ (351)	\$ 542,978
Total All Funds	\$ 17,167,926	\$ 18,247,897	\$ 1,079,971	\$ (1,658,303)	\$ 1,515,234	\$ (463,588)	\$ 17,641,240